

Board of Education Regular Meeting

Monday, June 10, 2024 8:00 PM

Notice of the meeting was posted in the Henderson News
on June 6, 2024.

Conference Room

1501 Front St

Henderson, NE 68371-8929

HEARTLAND COMMUNITY SCHOOLS

EMPOWERING EXCELLENCE - Every Student, Every Day

AGENDA

1. Preliminary Procedures

1.1. Call to Order

1.2. Recognize Notice of Meeting

1.3. Recognize Open Meetings Act Posting

1.4. Roll Call

2. Public Comments On Agenda Items

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

3. Reports

3.1. Superintendent's Report

3.2. Principals' Reports

4. Action Items

**4.1. Discuss, Consider, and Take Any Necessary Action To Adopt A Resolution
Authorizing The Issuance And Sale Of General Obligation Bonds**

5. Discussion Items

5.1. 24-25 Jr.-Sr. High School Student Handbook

5.2. 24-25 Elementary School Student Handbook

5.3. 24-25 Meal Prices

5.4. 24-25 Substitute Teacher Rates

5.5. Annual Policy Review: Fees, Bullying Prevention, Parental Involvement

5.6. Policy Manual Revisions & Updates

6. Future Agenda Items

6.1. Special Meeting: Tuesday, June 25, 2024 @ 12 PM

6.2. Next Regular Meeting: Monday, July 8, 2024; 8 PM

7. Consent Agenda

7.1. Approval of Minutes

7.1.1. Regular Meeting: May 13, 2024

7.1.2. Special Meeting: May 20, 2024

7.2. Approval of Treasurer's Report

7.3. Approval of Claims

7.4. Financial Reports

8. Closed Session

8.1. Strategy Session Related To Potential Purchase Of Real Estate

9. Adjournment

HEARTLAND ***COMMUNITY SCHOOLS***

**1501 Front Street
Henderson, Nebraska 68371**

**Phone: (402) 723-4434
Fax: (402) 723-4431**

June 10, 2024

TO: Heartland Community Schools Board of Education
FROM: Jeremy Klein, Superintendent
RE: Board Report (June 2024)

Regular June Board Meeting Reminder

Our regular June meeting is scheduled for Monday, June 10, 2024, at 8 PM in the Conference Room.

Please let Gary or I know if you need to be absent from the meeting.

Committee Meeting Reminders

No committee meetings are scheduled at this time.

Consent Agenda: Minutes

Approval of the consent agenda will include approval of the minutes from the following meetings:

- Regular Meeting (May 13, 2024)
- Special Meeting (May 20, 2024)

Consent Agenda: Claims

Approval of the month's claims are included in the consent agenda. Let me know if you have any questions on any claims prior to the meeting – I can either answer your question or bring an answer to the meeting.

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Legislative Items: Special Session

It is still unknown if or when there will be a special session of the Unicameral this summer. Legislators and the governor are working on draft legislation in preparation for a special session. I have spoken with Senator Hughes on a couple occasions about the potential of a special session and what, if any, consequences might be. From a practical perspective, it is doubtful that anything impacting the upcoming year would be enacted, however, we will simply monitor the situation as anything is possible.

I did attend the governor's public event in York on Friday, May 31st. This is part of a series of events he is undertaking to speak about a potential special session, tax policy, etc.

Pre-Bid Meeting

Our pre-bid meeting was held on Tuesday, June 4th at 1:30 PM. Our architect, Tim Ripp, conducted the meeting. Participation in the pre-bid meeting isn't always indicative of participation in the bid process, but I felt we had good attendance at our pre-bid meeting. Approximately 7 general contractors and 10 sub-contractors were in attendance at the meeting. Some attendees have participated in the earlier processes, but there were some new faces in the group this time, as well.

The next milestone in our current process will be the bid opening on Thursday, June 20th. It is likely that the Board would be able to accept a bid and provide notice to proceed at our special meeting on June 25th.

Dates / Events Of Note

June 10: Regular June Board Meeting @ 8 PM
June 20: Bid Opening @ 2 PM
June 25: Special Board Meeting @ 12 PM
July 8: Regular July Board Meeting @ 8 PM
August 12: Regular August Board Meeting @ 8 PM
August 12: First Day For All Staff
August 15: First Day Of School
August 26: Special Board Meeting – Fiscal Year Closeout @ TBD
September 9: Regular September Board Meeting @ 8 PM

Elementary Principal's Report

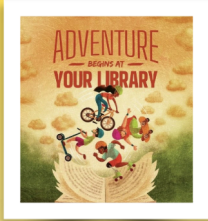
June 2024

Third Grade Field Trip

- May 9
- Third grade enjoyed a field trip to the Hastings Museum.
- My apologies for omitting the Third Grade Field Trip in my May report.



Summer Reading Program



SUMMER READING PROGRAM
"Adventure Begins At Your Library"
Tuesday and Thursday mornings
June 11th - July 18th
Elementary Library
9:00AM - 12:00PM

***Weekly prizes will be awarded for every 100 minutes read. Children reading 5 out of the 6 weeks will be rewarded with a grand prize.**

All preschool - elementary students are welcome to participate. Packets will be sent home with the students at the end of the school year or may also be picked up at the office. Children who spend part of their summer reading or being read to are more likely to read well when they return to school in the fall. The Summer Reading Program gives children the chance to read at their leisure and develop a wider appreciation of books.

Thank you to Mary Hiebner for hosting our summer reading program. Mary devotes a great deal of time and dedication to ensuring that children and families continue to have access to books and literature throughout the summer.

Elementary Back to School Night



**ACKNOWLEDGMENT OF RECEIPT OF
ADVANCE NOTICE OF MEETING**

The undersigned Members of the Board of Education of York County School District 0096 (Heartland Community Schools) in the State of Nebraska acknowledge receipt of advance notice of a meeting of said body, and the agenda for such meeting, held at 8:00 p.m. on Monday, June 10, 2024, in the conference room at the District's school building, 1501 Front Street, Henderson, Nebraska.

DATED June 10, 2024.

June 10, 2024
Henderson, Nebraska

A meeting of the Board of Education (the “Board”) of York County School District 0096 (Heartland Community Schools) in the State of Nebraska (the “District”) was held at 8:00 p.m. on Monday, June 10, 2024, in the conference room at the District’s school building, 1501 Front Street, Henderson, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 21, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the “Open Meetings Act”), and set forth (a) the time, date and place of this meeting, (b) that the meeting would be open to the attendance of the public and (c) that an agenda of then known subjects to be taken up at the meeting could be obtained from the office of the Superintendent of Schools (the “Superintendent”). A copy of said advance publicized notice (in the form of an affidavit of publication) was ordered annexed to the minutes of this meeting as Attachment 1. Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing, and a copy of their collective acknowledgment of receipt of such notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date and place of the meeting.

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

The following Board Members were absent: _____.

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

The President of the Board publicly stated to all in attendance that a current and complete copy of the Open Meetings Act was available for review and indicated the location of such copy in the room where the meeting was being held. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

* * * * *

(Other Proceedings)

* * * * *

Board Member _____ introduced the following resolution and moved for its adoption, the full text of which is attached hereto as Attachment 3:

A RESOLUTION OF THE BOARD OF EDUCATION OF YORK COUNTY SCHOOL DISTRICT 0096 (HEARTLAND COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING THE ISSUANCE AND SALE BY THE DISTRICT OF ITS GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2024, IN ONE OR MORE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SIX MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$6,850,000); CANVASSING THE RETURNS OF THE ELECTION HELD IN CONNECTION WITH SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; AUTHORIZING THE DESIGNATION OF THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; DECLARING THE DISTRICT'S OFFICIAL INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES FROM THE PROCEEDS OF THE BONDS; AUTHORIZING THE TAKING OF CERTAIN ACTIONS AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

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

_____.

The following Board Members voted against the same: _____.

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

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

* * * * *

(Other Business)

* * * * *

Motion to adjourn.

DATED June 10, 2024.

President, Board of Education

Attest:

Secretary, Board of Education

ATTACHMENT 1

AFFIDAVIT OF PUBLICATION OF NOTICE OF MEETING

ATTACHMENT 2

ACKNOWLEDGMENT OF RECEIPT OF ADVANCE NOTICE OF MEETING

ATTACHMENT 3
BOND RESOLUTION

See Tab #8

A RESOLUTION OF THE BOARD OF EDUCATION OF YORK COUNTY SCHOOL DISTRICT 0096 (HEARTLAND COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA AUTHORIZING THE ISSUANCE AND SALE BY THE DISTRICT OF ITS GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2024, IN ONE OR MORE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SIX MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$6,850,000); CANVASSING THE RETURNS OF THE ELECTION HELD IN CONNECTION WITH SUCH BONDS; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, TERMS AND OTHER DETAILS OF SUCH BONDS; IMPOSING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE DISTRICT TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, AND THE INTEREST ON SUCH BONDS; AUTHORIZING THE DESIGNATION OF THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; DECLARING THE DISTRICT'S OFFICIAL INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES FROM THE PROCEEDS OF THE BONDS; AUTHORIZING THE TAKING OF CERTAIN ACTIONS AND THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS; AND PRESCRIBING OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF YORK COUNTY SCHOOL DISTRICT 0096 (HEARTLAND COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA AS FOLLOWS:

Section 1. The Board of Education (the “**Board**”) of York County School District 0096 (Heartland Community Schools) in the State of Nebraska (the “**District**”), hereby makes the following findings and determinations:

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

(b) Pursuant to a resolution passed by this Board on February 12, 2024 (the “**Election Resolution**”), there was submitted to the qualified electors of the District at an election held in such District in conjunction with the statewide primary election on May 14, 2024 (the “**Election**”), the question of issuing bonds of the District in one or more series in the total principal amount not to exceed \$6,850,000 for the purposes of financing the costs of (i) constructing additions to and renovations of the District's existing buildings, including a new secure and accessible main entrance, new elementary classrooms, a new weight room and new locker rooms, improvements to the north

gymnasium, an enclosed connection of the ag and industrial shop building to the main school building, and pre-kindergarten/early-childhood improvements, (ii) constructing, acquiring and installing related parking and other site improvements for such buildings and additions, and (iii) acquiring and installing necessary furniture and apparatus for such buildings and additions (collectively, the “**Project**”), and levying and collecting annually a special levy of taxes against all the taxable property in the District sufficient in rate and amount to pay the principal of, premium, if any, and interest on said bonds.

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

(d) Notice of the Election and the submission of such question was duly given to the qualified electors of the District by publication in the *York News Times*, a legal newspaper of general circulation within the District, said notice being published on April 17 and 24 and May 1 and 8, 2024, with the first publication being at least 20 days prior to the Election. The sample ballot regarding such question was published in the *York News Times* on May 8, 2024.

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

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

(g) The Election returns, as certified by the Election Commissioner, provide that at the Election 443 ballots were cast in favor of said bonds and tax, 280 ballots were cast against said bonds and tax, and 0 ballots cast were rejected and not counted.

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

(i) All conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation school building bonds of the District as authorized by the qualified voters at the Election in the aggregate principal amount of not to exceed \$6,850,000 do exist and have been done in due form and time as required by law.

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

(k) It is also necessary that the District declare its official intent, solely for purposes of Treasury Regulations, Section 1.150-2, promulgated under the Internal Revenue Code of 1986, as amended (the “**Code**”), to reimburse certain capital expenditures from the proceeds of the Bonds.

Section 2. (a) The Board hereby authorizes the issuance and delivery **or** one or more series of negotiable general obligation school building bonds of the District in the aggregate principal amount not to exceed Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000), designated as “General Obligation School Building Bonds, Series 2024” (the “**Bonds**”) or such other designation as shall be made by the President of the Board, the Vice President of the Board and the Superintendent of Schools (each, including any person authorized to act on their behalf, an “**Authorized Officer**”), or by each individually. Unless otherwise determined by an Authorized Officer, the Bonds shall be issued only as fully registered bonds, without coupons, on the books of the Registrar and Paying Agent designated herein (the “**Registrar**”) in denominations of \$5,000 or whole multiples thereof not exceeding the principal amount due on a given date of maturity, shall be numbered consecutively from one upward in order of issuance, and shall bear interest calculated on the basis of a 360-day year consisting of twelve 30-day months.

(b) The Authorized Officers, or each individually, are authorized and directed, in the exercise of such officers’ independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint with respect to each series of the Bonds herein authorized, as the case may be, and in each case in accordance with and subject to the provisions of this Resolution: (i) the dated date and the delivery date, (ii) the aggregate principal amount to be issued, not exceeding the aggregate principal amount set forth in this Section 2, (iii) the dates and years in which a principal maturity shall occur and the principal amount to mature or to be paid in such year, (iv) the date of final maturity, which shall not be later than thirty (30) years after the date of issuance of the Bonds, (v) the date or dates upon which the Bonds shall be sold, which shall not be later than three years from the date of this Resolution, (vi) the rate or rates of interest to be carried by each maturity, such that the true interest cost of the Bonds shall not exceed 7.00%, (vii) the method by which such rates of interest shall be calculated, (viii) the dates on which interest shall be paid, (ix) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any; provided that any series of Bonds issued pursuant to this Resolution shall be subject to redemption not later than the fifth anniversary of their date of original issuance and delivery, (x) the form, content, terms and provisions of any bond purchase agreement entered into by the District with an Underwriter or any loan agreement between the District and the Lender, all as set forth in Section 6 hereof, (xi) the identity of the Underwriter, the Placement Agent or the Lender of the Bonds, as applicable (each, a “**Purchaser**”) and the structure of the financing, each in accordance with Section 6 hereof; (xii) the fee of the Purchaser, which shall not be more than 1.00% of the aggregate principal amount of the Bonds, (xiii) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount of the Bonds (inclusive of the Purchaser’s fee or discount and any original issue discount), (xiv) the form and contents of any Offering Document (as defined in Section 12 hereof), (xv) the identity of the Registrar, (xvi) whether to obtain a municipal bond insurance policy or other credit enhancement feature for any series of Bonds, (xvii) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the District in connection with the authorization,

issuance, sale and delivery of the Bonds and (xviii) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Resolution.

(c) (i) The Bonds shall be subject to redemption prior to maturity as determined by an Authorized Officer; provided, however, that the Bonds maturing after the date five years from their date of original issue shall be subject to redemption at the option of the District on the date that is no later than five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and from such maturity or maturities as the District in its sole and absolute discretion shall determine, at a redemption price equal to the principal amount so redeemed, together with the interest accrued thereon to the date fixed for redemption, with or without a premium as may be determined by such Authorized Officer. If less than all Bonds of any maturity are to be called for redemption pursuant to this Resolution, the Registrar shall select by lot the particular Bonds of such maturity to be redeemed.

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

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

(iv) Notice of redemption of Bonds stating their designation, date, maturity, principal amounts and the redemption date shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than 30 days prior to the date

fixed for redemption to the registered owners (or such shorter period as may be acceptable to the then registered owners) at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Bonds or the redemption of any Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid no later than the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called; such Bonds shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption and shall continue to be protected by this Resolution and entitled to the benefits and security hereof.

(d) Interest on the Bonds at the respective rates for each maturity is payable semiannually on each interest payment date determined in accordance with this Section 2 (each of said dates, an “**Interest Payment Date**”) from the date of original issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the bond register maintained by the Registrar or its successor as of the close of business on the 15th day (whether or not a business day) immediately preceding each Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar at its designated corporate trust office.

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

If the date for payment of the principal of or the interest on the Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the designated corporate trust office of the Registrar is located are authorized by law or executive order to close,

the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

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

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

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

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

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

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

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

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

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

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

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

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

(B) any person, upon (I) the resignation of the Depository from its functions as depository or (II) termination of the use of the Depository pursuant to this Section and the terms of the Registrar and Paying Agent Agreement.

(vi) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this

Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Bonds as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

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

Section 3. (a) The Registrar designated pursuant to Section 2(b) hereof, shall serve in the capacities of registrar and paying agent under the terms of an agreement entitled **“Registrar and Paying Agent Agreement”** between the District and the Registrar. The Authorized Officers, or each individually, is hereby authorized to execute said agreement in such form as such officer shall deem appropriate or necessary. The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

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

(c) The Registrar shall keep and maintain for the District books for the registration and transfer of the Bonds at its designated corporate trust office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner in person or by such owner’s duly authorized agent, and thereupon the Registrar on behalf of the District will deliver at such office (or send by registered mail to the transferee owner or owners thereof at such transferee owner’s or owners’ risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same interest rate, aggregate principal amount and maturity, bearing numbers not contemporaneously then outstanding. To the extent of the denominations authorized for the Bonds by this Resolution, one Bond may be transferred for several such Bonds of the same interest rate and maturity and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same interest rate and maturity and for a like aggregate principal amount. In every case of

transfer of a Bond, the surrendered Bond shall be canceled and destroyed. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. Bonds issued upon transfer or exchange of Bonds shall be dated as of the date six months preceding the Interest Payment Date next following the date of registration thereof in the office of the Registrar, unless such date of registration shall be an Interest Payment Date, in which case they shall be dated as of such date of registration; provided, however, that if, as shown by the records of the Registrar, interest on the Bonds shall be in default, the Bonds issued in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered; and provided further, that if the date of registration shall be prior to the first Interest Payment Date, the Bonds shall be dated as of their date of original issue. All Bonds issued upon transfer of the Bonds so surrendered shall be valid obligations of the District evidencing the same obligations as the Bonds surrendered and shall be entitled to all the benefits and protection of this Resolution to the same extent as the Bonds upon transfer of which they were delivered. The District and the Registrar shall not be required to transfer any Bond during any period from any Record Date until 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.

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

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

**UNITED STATES OF AMERICA
STATE OF NEBRASKA

YORK COUNTY SCHOOL DISTRICT 0096
(HEARTLAND COMMUNITY SCHOOLS)
GENERAL OBLIGATION SCHOOL BUILDING BOND
SERIES 2024**

No. _____ \$ _____

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	_____, 20__	_____, 2024	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

YORK COUNTY SCHOOL DISTRICT 0096 (HEARTLAND COMMUNITY SCHOOLS) IN THE STATE OF NEBRASKA (the “District”) promises to pay to the order of the Registered Owner, or its registered assigns, the Principal Amount of this Bond upon presentation and surrender hereof on or after the Date of Maturity at the corporate trust offices of _____, _____, Nebraska, as Bond Registrar and Paying Agent (the “Registrar”).

The District also promises to pay interest on said Principal Amount on _____ and _____ of each year, commencing _____, 202__ (each of such dates an “Interest Payment Date”), at the Rate of Interest per annum indicated above until maturity or earlier redemption. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, from the Date of Original Issue or most recent Interest Payment Date, whichever is later. Interest on this Bond prior to maturity or earlier redemption shall be paid by check or draft mailed on such Interest Payment Date to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar at the close of business on the 15th day (whether or a not a business day) immediately preceding each Interest Payment Date (the “Record Date”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this Bond (or of one or more predecessor Bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Registrar whenever moneys for such purpose become available.

This Bond is one of an issue of fully registered bonds of the total principal amount of _____ Million _____ Hundred _____ Thousand Dollars (\$_____), of even date and like tenor herewith, except as to date of maturity, rate of interest, denomination and priority of redemption (the “Bonds”), which were authorized by more than 50% of the ballots cast by the qualified electors of the District at an election duly called by the Board of Education and held on May 14, 2024 in conjunction with the statewide primary election. The Bonds are being issued for the purposes of financing the costs of (i) constructing additions to and renovations of the District’s existing buildings, including a new secure and accessible main entrance, new elementary classrooms, a new weight room and new locker rooms, improvements to the north gymnasium, an enclosed connection of the ag and industrial shop building to the main school building, and pre-kindergarten/early-childhood improvements, (ii) constructing, acquiring and installing related parking and other site improvements for such buildings and additions, and (iii) acquiring and installing necessary furniture and apparatus for such buildings and additions.

Notice of said election was given for more than twenty days prior thereto in a legal newspaper of general circulation in the District, and at said election the question of the issuance

of said Bonds and the levy of the tax to pay the same was submitted to the qualified electors of the District in compliance with Sections 10-701 et seq., Reissue Revised Statutes of Nebraska, as amended. All of said Bonds are issued pursuant to a resolution duly adopted by the Board of Education of the District on June 10, 2024 (the "Bond Resolution").

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

The Bonds maturing on or prior to _____, 20__, are not subject to redemption prior to their stated maturities. The Bonds maturing on and after _____, 20__ are subject to redemption at the option of the District prior to the stated maturities thereof at any time on or after _____, 20__ as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the District in its sole and absolute discretion may determine, at the redemption price of the principal amount so redeemed, together with the interest accrued on such principal amount to the date fixed for redemption. If less than all of the Bonds of a maturity are to be called for redemption, the Registrar shall select the particular Bonds of such maturity to be redeemed by lot.

[The Bonds maturing on _____, 20__ are subject to mandatory redemption prior to maturity, in part, prior to their stated maturity, on the dates, in the amounts and at the prices set forth in the Bond Resolution, through the application of mandatory sinking fund payments.]

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

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

The Bonds of the series of which this Bond is one are issuable as fully registered Bonds without coupons in the denomination of \$5,000 and any whole multiple thereof. Subject to the limitations and upon payment of the charges provided in the Bond Resolution, Bonds may be

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

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

[The Bonds are "qualified tax-exempt obligations" as described in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.]

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

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, did happen and were done and performed in regular and due form and time as required by law and

that the indebtedness of the District, including this Bond, does not exceed any limitation imposed by law.

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

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

**YORK COUNTY SCHOOL DISTRICT 0096
(HEARTLAND COMMUNITY SCHOOLS) IN
THE STATE OF NEBRASKA**

ATTEST:

(Sample - Do not sign)

President

(Sample - Do not sign)

Secretary

**CERTIFICATE OF AUTHENTICATION
AND REGISTRATION**

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

as Bond Registrar and Paying Agent

By: _____
Its Authorized Officer

(FORM OF ASSIGNMENT)

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

Date: _____

Registered Owner

Witness: _____

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

Section 5. (a) After being executed by the President and the Secretary of the Board, in accordance with Section 2(e) hereof, the Bonds shall be delivered to the Registrar for registration and authentication. The Superintendent of Schools shall be responsible for the delivery of the Bonds and for all other ministerial acts relating to the Bonds. The Authorized Officers, or each individually, are hereby authorized to take all actions necessary to effect the delivery of each series of the Bonds to the Purchaser, inclusive of the power and authority to execute such orders, certificates, receipts and other documents as may be necessary or desirable to effect such delivery and to receive the purchase price for the Bonds.

(b) The Superintendent of Schools is directed to make and certify a transcript of the proceedings of the District precedent to the issuance of each series of bonds authorized by this Resolution, which transcript shall be delivered to the Purchaser. The Authorized Officers, or each individually, shall certify for the Nebraska Auditor of Public Accounts the taxable valuation, the number of children of school age residing in the District and the total bonded indebtedness of the District.

Section 6. (a) The District is authorized to sell the Bonds to Piper Sandler & Co., as original purchaser of the Bonds (the “**Underwriter**”), in accordance with Section 2 of this Resolution. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with the terms of sale. The District is authorized to enter into a Bond Purchase Agreement (the “**Purchase Agreement**”) between the District and the Underwriter in form and substance acceptable to the Authorized Officers, or any individually, with respect to one or more series of Bonds. Such Authorized Officer is authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the District, such officer’s signature thereon being conclusive evidence of such official’s and the District’s approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The District is further authorized to place the Bonds with a private purchaser (the “**Private Purchaser**”) with the assistance of Piper Sandler & Co., as placement agent of the Bonds (the “**Placement Agent**”) in accordance with Section 2 of this Resolution. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The District is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the District or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with Section 2 of this Resolution and subject to the other restrictions of this Resolution. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Resolution. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the District as are necessary to effectuate the closing of the issuance of the Bonds.

Section 7. The District hereby establishes the following funds and accounts: (a) the Series 2024 Bond Fund (the “**Bond Fund**”) and (b) the Series 2024 Project Fund (the “**Project Fund**”). The foregoing funds shall be maintained by the District in accordance with the provisions of this Resolution. The Authorized Officers, or each individually, are hereby authorized to create additional accounts, if necessary, if the District issues more than one series of bonds pursuant to the Resolution, and is also authorized to create additional sub-accounts within the foregoing funds and accounts as are necessary and appropriate to carry out the provisions of this Resolution.

Section 8. The proceeds from the sale of each series of Bonds, including the interest, if any, accrued on the Bonds from their date of original issue to the date of delivery and payment thereof, shall be received by the District Treasurer. The District Treasurer shall apply such proceeds as follows: (a) any accrued interest shall be deposited in the Bond Fund and (b) all remaining proceeds shall be deposited in the Project Fund to pay Project costs and costs of issuing the Bonds.

Section 9. (a) The District shall deposit in the Bond Fund, as and when received, all proceeds of the tax levy provided for in Section 10 hereof. All amounts paid and credited to the Bond Fund shall be expended and used by the District for the sole purpose of paying the principal of, premium, if any, and interest on the Bonds as and when the same become due, including on any redemption date, and paying the usual and customary fees and expenses of the Registrar.

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

(c) Any moneys or investments remaining in the Bond Fund after all principal of and the interest on the Bonds have been paid in full shall be transferred to the general fund of the District.

Section 10. The Bonds shall be direct, general obligations of the District, and the District irrevocably pledges the full faith and credit and the tax power of the District, including such special levy of taxes described in this Section and all receipts therefrom, to the prompt payment of the principal of, premium, if any, and the interest on the Bonds as the same become due. The District represents, warrants and covenants that it shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the District, without limitation as to rate or amount, to pay the interest on, premium, if any, and the principal of the Bonds as and when such interest, premium, and principal, respectively, become due, which taxes shall be in excess of and in addition to all other taxes now or hereafter authorized to be levied by the District. Such tax levy and all receipts therefrom to all payments due on the Bonds are pledged to the payment of debt service on the Bonds. The District further agrees to direct the application of such tax levy moneys held by the County Treasurer of York County and the county treasurer of any other county in which portions of the District may lie to the payment of the Bonds so that not later than each maturity date and/or Interest Payment Date with respect to the Bonds, there shall be on hand with the Registrar sufficient funds to make the payments of principal of, premium, if any, and interest on the Bonds as they fall due.

Section 11. (a) The District covenants and agrees that (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds and (ii) it will not use or permit the use of any proceeds of the Bonds or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds. In addition, the District will adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

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

(c) The District covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States of America, the required amounts of rebatable arbitrage at the times and in the amounts as determined by its Federal Tax Certificate. Notwithstanding anything to the contrary contained herein, the Federal Tax Certificate may be amended or replaced if, in the opinion of counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

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

(e) If applicable and in consultation with bond counsel, the Authorized Officers, or each individually, are authorized to make the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

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

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

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

(iv) the aggregate face amount of the Bonds attributable to financing the construction of public school facilities is not less than \$6,850,000 (the “**Construction Amount**”);

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

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

(f) If applicable and in consultation with bond counsel, the Authorized Officers, or each individually, are authorized to designate one or more series of Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In connection with such designation, the District will represent that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not “qualified 501(c)(3) bonds” and certain refunding bonds)

which will be issued by the District (and all subordinate entities thereof) during the current calendar year is not reasonably expected to exceed \$10,000,000; and

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

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

Section 12. The Board authorizes the use and distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Bonds. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed and the use and distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officers is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

The District shall provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of the Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

Section 13. If so required by the Underwriter, the Board (a) authorizes and directs the Authorized Officers, or each individually, to execute and deliver, on the date of the issuance of the Bonds, a continuing disclosure agreement or certificate (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 and is acceptable to the Underwriter and bond counsel and (b) shall comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or each individually, may engage a dissemination agent to assist the District with its obligations pursuant to the Undertaking. Notwithstanding any other provisions of this Resolution, failure of the District to comply with the Undertaking will not be considered a default under this Resolution or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section 13 and the Undertaking. For purposes of this Section 13, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

Section 14. The District reserves the right to issue refunding bonds and provide for the investment of the proceeds thereof for purposes of providing for the payment of principal and

interest on the Bonds in such manner as may be prescribed by law from time to time but specifically including the provisions of Sections 10-142 and 10-717 et seq., Reissue Revised Statutes of Nebraska, as amended.

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

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

Section 17. The District presently intends and reasonably expects to initially finance a portion of the costs of the Project with legally available funds of the District (the "**Prior Capital Expenditures**"), in an amount not exceeding the amount authorized under Section 2(a) of this

Resolution. The District also presently intends and reasonably expects that such Prior Capital Expenditures will be repaid from proceeds of the Bonds. In accordance with the provisions of this Resolution and Treasury Regulations, Section 1.150-2, promulgated under the Code, and solely for such purposes, the District hereby declares its official intent to reimburse the Prior Capital Expenditures out of the proceeds of the Bonds. All of the Prior Capital Expenditures covered by this declaration of official intent will be incurred during the period commencing 60 days prior to the date of this Resolution and ending no later than the later of (a) the date that is 18 months after the date on which it makes such Prior Capital Expenditures, or (ii) the date that is 18 months after the date on which the Project financed with such Prior Capital Expenditures is placed in service, but in any event no later than 3 years after the original date of such Prior Capital Expenditures, or (iii) such other date that is permitted by law.

Section 18. If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 19. The District hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit A to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds are met. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change these policies and procedures from time to time, without notice.

Section 20. The District hereby adopts the Disclosure Policies and Procedures attached to this Resolution as Exhibit B to ensure that the District satisfies the requirements of Rule 15c2-12 and the Undertaking. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change such policies and procedures from time to time, without notice.

Section 21. This Resolution shall take effect and be in force from and after its passage as provided by law.

ADOPTED June 10, 2024.

**YORK COUNTY SCHOOL DISTRICT 0096
(HEARTLAND COMMUNITY SCHOOLS) IN
THE STATE OF NEBRASKA**

ATTEST:

By: _____
President, Board of Education

By: _____
Secretary, Board of Education

EXHIBIT A

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance by the District of its General Obligation School Building Bonds, Series 2024, and any additional bonds of the District issued pursuant to the resolution adopted on the June 10, 2024 (the “**Bonds**”), the District will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Internal Revenue Code of 1986, as amended (the “**Code**”) that must be followed in order to maintain the tax-exempt status of interest on the Bonds. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Bonds with respect to the use of the gross proceeds of the Bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of the Bonds over their life.

Designation of Responsible Person

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

Post-Issuance Compliance Requirements

External Advisors/Documentation

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

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

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

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

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

Arbitrage Rebate and Yield

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

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

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

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

The District shall be responsible for:

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

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

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

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

Record Keeping Requirements

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

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

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

EXHIBIT B

DISCLOSURE POLICIES AND PROCEDURES

Purpose of Disclosure Policies and Procedures

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

York County School District 0096 (Heartland Community Schools) in the State of Nebraska (the “**District**”) has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the District has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Agreements (collectively, the “**Undertakings**”) in accordance with the Rule. Pursuant to such Undertakings, the District has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

Designation of District Representative; Maintenance of List and Files

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

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

Dissemination Agents

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

Annual Financial Filings

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

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

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

Listed Event Filings

The District Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The District Representative will monitor the Obligations and the District’s operations for occurrences of any such events and will actively evaluate whether an event may be a listed event as set forth in the

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

Reports of District Representative; Record Retention

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

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

Familiarity with EMMA Submission Process

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

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

Training

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

Review of Offering Document in Connection with Primary Offerings

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

Article 4, Section 1, add

FOREIGN EXCHANGE STUDENTS- Heartland Community Schools will accept no more than two foreign exchange students per year. The students must be approved by the principal. Families wishing to host a foreign exchange student should check the availability with the principal before making a commitment to a Foreign Exchange Student Agency. Foreign Exchange Students are expected to follow attendance requirements and the rules of Heartland Community Schools. Foreign exchange students will not be accepted after August 1 of the upcoming school year.

Student Attire

STUDENT ATTIRE

The school administration and teachers will continue to encourage all to behave and dress in a fashion that reflects good taste and a style appropriate for a school day or school activity.

An individual's dress, personal appearance, and cleanliness, as well as behavior, should reflect a sensitivity to and a respect for others. The fact that a school will permit a wide variety in school clothes does not mean that all styles are equally appropriate. **The final decision in those situations of disagreement will be resolved by the school administration after consultation with the student and parents/guardians.**

Students will be expected to adhere to the following guidelines during school functions on or off school property:

1. Students will not be allowed to wear clothing, jewelry, or attire that presents a material risk to the safety or wellbeing to either themselves or anyone else.
2. Students will not be allowed to wear clothing, jewelry, or attire that materially interferes with the learning/instructional environment in school.
3. Students are not to wear clothing which excessively exposes the midriff. The wearing of pants, jeans, or shorts should not be worn in a sagging fashion below the waistline.
4. Clothing usually worn as undergarments may not be worn as outer garments - such items may include but are not limited to sports bras, spandex tops and boxer shorts.
5. ~~No thin straps, halter tops or no strapless backs.~~
6. Skirts, dresses and shorts - As a reference, the length of clothing should generally extend beyond a closed fist when your arms are at your side.
7. Clothing which promotes alcohol, tobacco/tobacco products **(including nicotine products, vaping products, and e-cigarettes)** or drugs, or which contain any inappropriate messages is prohibited. Inappropriate messages may include but are not limited to innuendos, entendres, profanity, implied profanity, hate speech and anything that would promote a violation of the law and/or the student code of conduct.
8. Shoes, boots or sandals must be worn at all times.

9. Students are not allowed to wear hats, caps, visors, or sunglasses in the school building during the school day. For special occasions, exceptions may be allowed. These special occasions will be determined by the principal.
10. Mesh shirts must have a t-shirt worn under them.
11. All sleeveless shirts must have finished seams and edges. Clothing must also cover the area under the arm.

***Consideration will be made for students who wear special clothing as required by religious beliefs, disability, medical status or condition or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change. A detention or suspension may be given to make up the time away from school. Repeated dress code violations may result in more severe consequences. Significant, intentional, or repeated violations of the dress code may result in formal disciplinary consequences that may include detention or suspension.

Article 5, Section 3

REQUIREMENTS FOR GRADUATION

Graduation from high school will be made on the recommendation of the Principal or Superintendent, provided the student has completed the following requirements:

English	40 hours	Comp. Appl.	5 hours
Math	30 hours	Coding	5 hours (2026)
Science	30 hours	Speech	5 hours
Social Studies	30 hours	Health	5 hours
(American History, World History, American Government, Economics required)		P.E.	10 hours
		Fine Arts	5 hours
		(Art, Vocal Music, Band)	

230 credit hours required for graduation.

New Proposed Guidelines- Highlighted Yellow

(Current Guidelines are Listed Below the highlighted portion for Comparison)

Article 9 Extracurricular Activities: Rights, Conduct, Rules, and Regulations

Section 1: GUIDELINES FOR INTERSCHOLASTIC ACTIVITIES

These policies are in agreement with the Nebraska State Activities Association and the National Federation of State High School Athletic Association.

I. PHILOSOPHY

Interscholastic activities shall be an integral part of the total secondary school educational program for the purpose of providing educational experiences not otherwise provided for in the curriculum. These experiences will contribute to the development of better citizens by allowing students to positively enhance their knowledge, their skills, and their emotional patterns. Emphasis shall be upon teaching through activities.

II. OBJECTIVES

1. To add value to the education gained by our students and to further school purposes as articulated in our Mission, Vision, and Beliefs.
2. To provide natural outlets for students desiring to participate on teams in competition with other students in school.
3. To assist in the development of high levels of strength, endurance, and vitality.
4. To teach good sportsmanship.
5. To develop ideals of self-sacrifice and denial.
6. To further develop the health of each individual so he/she will be a contributing member of his/her society.
7. To help develop skills that have a carry-over value of worthy use of leisure time.
8. To create an atmosphere of unity; to foster a school spirit growing out of the school's activity endeavor, a spirit which will make the educational process more effective.

III. GENERAL INFORMATION FOR ACTIVITIES

1. Each student who expects to participate in athletics shall once each year present a physician's certification stating he/she is physically fit to participate prior to competing in practice or competition.
2. If an athlete is under medical advice not to participate, he/she will not be allowed to do so regardless of the feelings of the athlete, parents, or coaches. Upon returning to practice he/she must have a written doctor's report of that nature.
3. Each athlete must be covered by accident insurance provided by the parent or guardian. In the event the family or guardian does not have insurance coverage, the same shall

provide a signed statement declaring the school not liable for any expenses incurred by injury or accident.

4. Dress of team members making trips should be clean, neat, and in good taste.
5. Student participants will travel to and from out-of-town events as a unit. Any exception to this rule must be approved by the parents in writing and the coach/sponsor.
6. Heartland Community Schools has a no-cut policy in all activities. No student will be cut or dropped from a team because of lack of ability.
7. Students that are issued equipment are responsible for the equipment, and if it is lost or abused, he/she will pay for replacement on the value left on the equipment. This will be assessed by the activity sponsor in charge and approved by the athletic director or principal.

Section 2: ATTENDANCE

1. A team/activity member is not allowed to practice/compete/participate on a day he/she is unable to be in school attendance from 11:35 AM-3:30 PM because of an illness or unexcused absence unless participation is approved by the administration or athletic director. Also, if a student is unable to participate in an activity because of illness, they should not come back for another activity later that evening.
 - a. Example: A student is in school until 3:30, but goes home to rest and misses after school practice/activity. The student should not return for an evening practice or performance. The student should stay home and rest in order to recover for the next day.
2. Activities on Sunday are subject to the Superintendent's approval.
3. There will be no practice sessions held on days when school has been called off because of inclement weather.

Section 3: ACADEMIC STANDARDS

Any student failing two or more classes will be on probation for a period of one week (beginning Sunday), thus notifying the parent and student the need for raising the grade. If the student is still failing two or more classes the following week, the student will be ineligible for extracurricular activities that week (beginning Sunday). Once the student is no longer failing 2 or more classes, the student will be eligible the following Sunday. In addition to expectations for current classes, students will also have a one week probation period for classes in which they have earned an incomplete. If the student has not completed the course after the one week probation period, the student will be ineligible the following week until the incomplete work has been turned in and graded.

A list of activities is found on Page 61. This list includes but is not limited to activities for which eligibility based upon meeting academic standards applies.

Possible scenario for a student being eligible/ineligible:

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
				10 a.m. report <u>Student failing 2 or more classes or 1 incomplete</u>	Game Day	
Begin Probation Week		Game Day		10 a.m. report <u>Student failing 2 or more classes or 1 incomplete</u>		Game Day
Begin Ineligible Week		Game Day		Game Day 10 a.m. Report, <u>Student failing 1 class, 0 incomplete</u>	Play Production	Play Production
Eligible this week.		Game Day		10 a.m. Report...	Game Day	Game Day

Section 4: TIER 1 CODE OF CONDUCT

Grooming and dress. Participants must at all times be appropriately groomed and dressed for the activity that they are participating in.

- A participant's attire (e.g. clothing, jewelry, piercings, adornments, accessories, etc.) and grooming (e.g. hairstyles, hygiene, etc.) must not be clearly inappropriate for the occasion.
- A participant's attire or grooming must not increase risks to the health/safety of the participant or to others.
- A participant's grooming and dress must generally align with the educational purposes of the school district as articulated in the school's Mission, Vision, and Beliefs.
- The ability for participants to participate in practices, competitions, public performances, etc. may be affected should they fail to meet reasonable expectations for grooming and dress.
- The coach/sponsor of an activity/activity program is given broad discretion to give direction and/or guidance to participants in general areas of concern as it relates to grooming and dress.

- f. The coach/sponsor of an activity/activity program is encouraged to collaborate with participants, a participant's parents/guardians, or school administration when attempting to resolve significant or delicate areas of concern related to grooming and dress.
2. Dependability and attendance. Participants are expected to demonstrate a high degree of dependability by maintaining regular and consistent attendance in school and in their school activities.
- a. The ability for participants to participate in competitions, public performances, etc. may be affected should they fail to demonstrate adequate attendance in those school activities (i.e. practices, competitions, etc.).
 - i. Coaches/sponsors of activities are given broad discretion to align the roles, opportunities, and responsibilities that they delegate to participants in proportion to the dependability, preparation, and ability demonstrated by participants.
 - b. An '*intentional skip*' is a situation where a participant intentionally fails to attend a required activity that is approved by the district such as practices, competitions, etc. by choice (i.e. the only determining factor was the participant's decision to not be in attendance). An intentional skip would not include circumstances involving illness, conflicts with related to a participant's involvement in their other activities, or conflicts related to participant's family-circumstances.
 - i. When an intentional skip occurs, a coach/sponsor will be permitted, but is not required, to suspend the participant for the next, immediate competition, public performance, etc.
 - 1. When a student is suspended from participation they will not be allowed in any form or fashion to travel with, dress with, prepare with, bench with, appear with, or assist with the team/group as it relates to the specific competition, public performance, etc. for which they are suspended.
 - 2. The participant will, however, continue to be required to participate as normal related to non-competition/performance days, events, practices, etc.
 - 3. Prior to the suspension taking effect, the coach/sponsor will be required to notify the participant, the A.D., the principal, and a parent/guardian in writing. The use of email will be sufficient to meet this requirement.
 - 4. An appeal of such determination can be made to the principal.
 - a. The appeal must be in writing and submitted by a parent/guardian.
 - b. Only one appeal can be made per occurrence.
 - c. The appeal must be submitted prior to the suspension taking practical effect.
 - d. The only grounds for appeal will be demonstrating that the participant did not intentionally skip participation in their required activity.

- ii. If a participant accumulates two or more intentional skips, the coach/sponsor of that activity may, but is not required to, make a written request to the school administration that the participant be dismissed from the activity/activity program for the remainder of the school year.
 - 1. Such request must be made in writing and provided to the participant, the A.D., the principal, and a parent/guardian of the participant. The use of email will be sufficient to meet this requirement.
 - 2. Determinations of suspension or removal based on these grounds will be made in writing and such determinations can only be made through unanimous agreement of the coach/sponsor, A.D. and principal; such determinations will then require written approval of the superintendent.
 - 3. An appeal of such determination can be made to the superintendent.
 - a. The appeal must be in writing and submitted by a parent/guardian.
 - b. Only one appeal can be made per occurrence.
 - c. The appeal must be submitted within 3 school days of the superintendent's initial approval.
 - d. The written appeal must state the grounds upon which the appeal is being made.
- 3. Curfew. Activity sponsors may be allowed to establish reasonable curfew rules for participants of their activity. In such cases, said curfew rules must be approved by the A.D., the principal, and the superintendent prior to taking effect.
 - a. Participants in an activity/program will be expected to meet such properly established curfew expectations for that activity.
 - b. The ability for participants to participate in competitions, public performances, etc. may be affected should they fail to satisfactorily meet the curfew expectations properly established for that activity/program.
 - c. When a gross or aggravated violation of a curfew rule occurs, a coach/sponsor will be permitted, but is not required, to suspend the participant for the next, immediate competition, public performance, etc.
 - i. When a student is suspended from participation they will not be allowed in any form or fashion to travel with, dress with, prepare with, bench with, appear with, or assist with the team/group as it relates to the specific competition, public performance, etc. for which they are suspended.
 - ii. The participant will, however, continue to be required to participate as normal related to non-competition/performance days, events, practices, etc.
 - iii. Prior to the suspension taking effect, the coach/sponsor will be required to notify the participant, the A.D., the principal, and a parent/guardian in writing. The use of email will be sufficient to meet this requirement.
 - iv. An appeal of such determination can be made to the principal.
 - 1. The appeal must be in writing and submitted by a parent/guardian.

2. Only one appeal can be made per occurrence.
3. The appeal must be submitted prior to the suspension taking practical effect.
4. The only grounds for appeal will be demonstrating that the participant did not commit a gross or aggravated violation of a properly established curfew rule.

4. Conduct unbecoming. All activities and activities programs provided by the district are done so with the express purpose of furthering school purposes in so much as all programs and participation in such programs should align with the Mission, Vision, and Beliefs of the district. All activities and activities programs provided by the school are unique opportunities provided to students to enhance their learning and development in alignment with the Mission, Vision, and Beliefs of the school. Accompanying these unique opportunities is a unique responsibility for those that chose to participate in the school's activities and activity programs. That responsibility includes acting as ambassadors and leaders of our school community - participants are expected to accept the responsibility of representing themselves, their activity, their school, and their communities as positive, mature, and respectful examples of the school and its Mission, Vision, and Beliefs.
 - a. Participants will be held accountable to meeting these expectations by the coach/sponsor of the activity in which they participate. Coaches/sponsors have the responsibility and authority to guide, counsel, and teach participants to this end within the programs that they supervise. Coaches/sponsors may issue reasonable consequences, not specifically prohibited by the school, in the course of carrying out their responsibilities.
 - b. Gross or aggravated circumstances of conduct unbecoming on the part of an activity participant may warrant the suspension of or the outright removal of a participant from participation and/or membership in an activity/activity program for up to the remainder of the current school year.
 - i. Said consideration can only be initiated in writing by the coach/sponsor, the A.D., or the principal.
 - ii. When such consideration initiated, the request to consider must be made in writing and provided to the participant, the A.D., the principal, and a parent/guardian of the participant.
 - iii. Determinations of suspension or removal based on these grounds will be can only be made through unanimous agreement of the coach/sponsor, A.D. and principal; such determinations will then require written approval of the superintendent.
 - iv. An appeal of such determination can be made to the superintendent.
 1. The appeal must be in writing and submitted by a parent/guardian.
 2. Only one appeal can be made per occurrence.
 3. The appeal must be submitted within 3 school days of the superintendent's initial approval.
 4. The written appeal must state the grounds upon which the appeal is being made.

Section 5: TIER 2 CODE OF CONDUCT

The Tier 2 Code of Conduct applies to all students in grades 7-12. Consequences for violations of the Tier 2 Code of Conduct will affect the ability for students in grades 7-12 to perform, compete, or otherwise publicly represent Heartland Community Schools through its various activities and/or extracurricular programs.

When The Policy Applies & When Violations Can Occur

Heartland Community Schools students can be found to be in violation of the school's Tier 2 Code of Conduct for offenses that are determined to be violations of the code of conduct when such offenses occur within the circumstances that are specified below:

1. At all times, places, or locations for the continuous period of time beginning at 12 AM on Monday of Week 6 (as determined by the standard NSAA calendar) through 11:59 PM on Saturday of Week 47 (as determined by the standard NSAA calendar).
2. At any time, place, or location while clearly acting under the umbrella of Heartland Community Schools or while under the custodial direction and/or supervision of Heartland Community Schools, its programs, its personnel, or its agents.
 - a. Common examples where this might occur outside of the 42-week timeframe specified above might include, but are not limited to: while attending an open gym in the summer, while attending a summer weight training session, while attending or traveling to a summer league or summer team camp event, while attending a music program trip, while attending a National FBLA Conference, etc.

Tier 2 Code of Conduct Violations

1. Intentional use, possession, purchase, theft, or distribution of any product containing or used to consume tobacco or nicotine (e.g. cigarettes, smokeless tobacco, e-cigarette, vape pen, vape cartridge, etc.). Determined by a preponderance of evidence.
2. Intentional use, possession, purchase, theft, or distribution of any product containing alcohol. Determined by a preponderance of evidence.
3. Is convicted, or determined by a preponderance of evidence, of committing an act that is defined in state law as a misdemeanor, other than a minor traffic violation or those violations identified in Violation 8.
4. Intentional use, possession, purchase, theft, or distribution of any product containing, or used to consume, kratom or any psychoactive cannabinoids (e.g. delta-8) Determined by a preponderance of evidence.
5. Intentional possession, purchase, theft, or distribution of any illegal drug paraphernalia. Determined by a preponderance of evidence.
6. Intentional, non-prescribed use, possession, purchase, theft, or distribution of any prescription drug. Determined by a preponderance of evidence.
7. Intentional use, possession, purchase, theft, or distribution of any illegal drug. Determined by a preponderance of evidence.
8. Is convicted, or determined by a preponderance of evidence, of committing an act that is defined in state law as misdemeanor abuse, assault, intimidation, or theft.
9. Is convicted, or determined by a preponderance of evidence, of committing an act that is defined in either state or federal law as a felony.

When Consequences Apply & When Ineligibility Can Occur

Heartland Community Schools students determined to be in violation of the Tier 2 Code of Conduct will be deemed to be ineligible for publicly competing, performing, or participating in school activities as a representative of Heartland Community Schools or any of its activity, extracurricular, or co-curricular programs to the extent that such participation is not directly related to any academic grading requirements.

A period of ineligibility will begin immediately upon the principal's determination that a violation has occurred, and the first day of the ineligibility period will coincide with the day that the student is provided with notice, in any form, of said determination. The length of a period of ineligibility will be based upon the type/seriousness of the violation, and the aggregate number of violations that a student has accumulated. All periods of ineligibility will be assigned in terms of calendar days and the length of said periods will be for the number of days prescribed below.

Activities and/or events for which an ineligibility period applies include, but are not limited to:

- | | |
|--|------------------------------------|
| 1. Interscholastic Athletic Competition | 8. Instrumental Music Performances |
| 2. Public Intra-scholastic Athletic Competitions | 9. Math Team |
| 3. Art Club | 10. National Honor Society |
| 4. Dances (including Homecoming and Prom) | 11. Out-Of-State Travel |
| 5. Drama Performances | 12. Overnight Travel |
| 6. FBLA | 13. Quiz Bowl |
| 7. FFA | 14. Robotics |
| | 15. Summer League Competitions |
| | 16. Team Camp Participation |
| | 17. Vocal Music Performances |

*** Ineligibility will not be applied to co-curricular events where performance/participation is an academic grading requirement - in all such cases such exemption requires prior approval of the principal.**

In novel or ambiguous circumstances where intent or precedent has not been clearly established, the school administration will apply the following standard:

Heartland Community Schools students determined to be in violation of the Tier 2 Code of Conduct will be ineligible to participate, perform, attend, or otherwise be involved in an event or excursion where such participation, performance, attendance, or involvement:

1. Would clearly imply that the student is publicly acting as a sponsored representative of the school; and
2. Would occur during the period of ineligibility that is properly assigned to any determination of violation in accordance with the established consequences in the Tier 2 Code of Conduct.

Assigned Periods Of Ineligibility

Violation		Prescribed Period Of Ineligibility For Competition / Public Performance / School Representation					
		A: 15 calendar days	B: 30 calendar days	C: 45 calendar days	D: 60 calendar days	E: 90 calendar days	F: 180 Calendar Days
1	Intentional use, possession, purchase, theft, or distribution of any product containing or used to consume tobacco or nicotine (e.g. cigarettes, smokeless tobacco, e-cigarette, vape pen, vape cartridge, etc.). Determined by a preponderance of evidence.	If first aggregate violation.	If second aggregate violation.	If third aggregate violation.	If fourth aggregate violation.	If fifth aggregate violation.	If sixth aggregate violation.
2	Intentional use, possession, purchase, theft, or distribution of any product containing alcohol. Determined by a preponderance of evidence.	If first aggregate violation.	If second aggregate violation.	If third aggregate violation.	If fourth aggregate violation.	If fifth aggregate violation.	If sixth aggregate violation.
3	Is convicted, or determined by a preponderance of evidence, of committing an act that is defined in state law as a misdemeanor, other than a minor traffic violation or those violations identified in Violation 8.		If first aggregate violation.	If second aggregate violation.	If third aggregate violation.	If fourth aggregate violation.	If fifth aggregate violation.
4	Intentional use, possession, purchase, theft, or distribution of any product containing, or used to consume, kratom or any psychoactive cannabinoids (e.g. delta-8). Determined by a preponderance of evidence.		If first aggregate violation.	If second aggregate violation.	If third aggregate violation.	If fourth aggregate violation.	If fifth aggregate violation.
5	Intentional possession, purchase, theft, or distribution of any illegal drug paraphernalia. Determined by a preponderance of evidence.		If first aggregate violation.	If second aggregate violation.	If third aggregate violation.	If fourth aggregate violation.	If fifth aggregate violation.
6	Intentional, non-prescribed use, possession, purchase, theft, or distribution of any prescription drug. Determined by a preponderance of evidence.			If first aggregate violation.	If second aggregate violation.	If third aggregate violation.	If fourth aggregate violation.
7	Intentional use, possession, purchase, theft, or distribution of any illegal drug. Determined by a preponderance of evidence.			If first aggregate violation.	If second aggregate violation.	If third aggregate violation.	If fourth aggregate violation.
8	Is convicted, or determined by a preponderance of evidence, of committing an act that is defined in state law as misdemeanor abuse, assault, intimidation, or theft.			If first aggregate violation.	If second aggregate violation.	If third aggregate violation.	If fourth aggregate violation.
9	Is convicted, or determined by a preponderance of evidence, of committing an act that is defined in either state or federal law as a felony.			If first aggregate violation.	If second aggregate violation.	If third aggregate violation.	If fourth aggregate violation.
Periods of ineligibility will begin on the day of determination. The day of determination will count as Day 1 as the days that constitute the period of ineligibility are counted out.							
Penalties listed herein are minimum penalties applicable only to eligibility in activities. The penalties prescribed herein, may be in addition to, or secondary to, other penalties as may be prescribed elsewhere in school regulations, board policy, state statute, or federal law.							

Report Of Alleged Violation

An alleged violation of the Tier 2 Code of Conduct will be evaluated once it is considered to be reported to the school principal. The process of evaluating alleged violations begins with a report to the school principal. An alleged violation is considered to be reported when sufficient information is discovered by the school administration, or brought forward to the school principal by a coach, sponsor, school personnel, through a public record, or other credible person or source of information.

Determination Of A Violation

After a reported violation, the principal will discuss the violation with the student and notify his/her parent(s). If the principal finds sufficient information exists to suggest that a violation likely has occurred within the jurisdictional authority of the school, they will investigate the allegation and the necessary facts directly related to the allegation. If upon a preponderance of the evidence available, the principal determines that a violation has occurred, the student along with their parent/guardian will be notified, along with the necessary school personnel. The principal will reduce their findings to writing and provide written notice to the parent/guardian.

Upon a determination of a violation, the principal will assign the appropriate period of ineligibility, said period of ineligibility will be for the number of days as prescribed in the handbook for the violation. The period of ineligibility will begin immediately upon the principal's determination and the first day of the ineligibility period will coincide with the day that the student is provided with notice, in any form, of said determination.

Appealing The Determination Of A Violation

A parent/guardian may appeal the determination of the principal to the superintendent. Any such appeal must be submitted to the superintendent in writing no later than the fifth day of the period of ineligibility assigned to the student. The superintendent will provide a written response to the request for appeal within 5 days of receiving the request for appeal. The request for appeal must include the grounds for the appeal. The only grounds for an appeal that can be considered are 1) whether the actions in question are a violation of the Tier 2 Code of Conduct, and 2) whether the consequences assigned to the student are congruent with the consequences prescribed by the handbook.

Periods Of Aggregation

In assigning periods of ineligibility for violations of the code of conduct, the principal will take into account the aggregate number of violations acquired by a student. Acquired violations will be aggregated during two separate periods. Violations that a student is determined to have acquired during their 7th and 8th grade years will be consecutively aggregated together. Violations that a student is determined to have acquired during their 9th, 10th, 11th, and 12th grade years will be consecutively aggregated together but separately from the aggregated violations that a student acquires during either their 7th or 8th grade years. Consequences (i.e. periods of ineligibility) for a violation that was determined to have occurred in either the 7th or 8th grade will not extend beyond the point in time in which a student is determined, for the purposes of this policy, to become a 9th grade student.

For the purposes of this policy:

Immediately upon their classification, for the purposes of this policy, as a 7th grade student, or at any such time that is subsequent to when such classification would have occurred, and through the time that they cease to be classified as a 12th grade student; Heartland Community Schools students must be classified as either a 7th, 8th, 9th, 10th, 11th or 12th grade student.

A Heartland Community Schools student becomes a 7th grade student at 12 AM on Monday of the Week 6 (as determined by the standard NSAA calendar) that immediately precedes the school year in which they will be classified by the school as being in 7th grade.

A Heartland Community Schools student becomes a 9th grade student at 12 AM on Monday of the Week 6 (as determined by the standard NSAA calendar) that immediately precedes the school year in which they will be classified by the school as being in 9th grade.

A Heartland Community Schools student ceases to be a 12th grade student at 12 AM on Monday of the Week 6 (as determined by the standard NSAA calendar) is immediately subsequent to the date upon which their high school diploma is conferred.

**HEARTLAND COMMUNITY SCHOOL
TRAINING AND PARTICIPATION RULES AND VIOLATION REPORT**

Student _____ Date of Violation _____

Nature of Violation _____

Discipline Action Taken _____

Violation Reported By _____ Date _____
Are there any previous violations this school year? _____
Yes & Date No _____

Did student admit to violation? _____
Yes No

Contact with parent/guardian _____

Yes & Date No Letter-Phone-Visit

Comments: _____

Other student(s) reported involved: _____

The dates of this suspension shall be from _____ to _____
and _____ to _____ if necessary.

Signature of Reporting Administrator Date

Below this line are the old guidelines you can look at for comparison.

Article 9 Extracurricular Activities: Rights, Conduct, Rules, and Regulations

Section 1

GUIDELINES FOR INTERSCHOLASTIC ACTIVITIES

These policies are in agreement with the Nebraska State Activities Association and the National Federation of State High School Athletic Association. They are also in complete agreement with the philosophy of all people involved in Heartland Community School Activities.

I. PHILOSOPHY

1. Interscholastic activities shall be an integral part of the total secondary school educational program that has as its purpose to provide educational experiences not otherwise provided in the curriculum which will develop learning outcomes in the areas of knowledge, skills, and emotional patterns and will contribute to the development of better citizens. Emphasis shall be upon teaching - through - activities in addition to teaching the - skills - to each student.

II. OBJECTIVES

1. To provide natural outlets for students desiring to participate on teams in competition with other students in school.
2. To assist in the development of high levels of strength, endurance, and vitality.
3. To teach good sportsmanship.
4. To develop ideals of self-sacrifice and denial.
5. To further develop the health of each individual so he/she will be a contributing member of his/her society.
6. To help develop skills that has carry-over value of worthy use of leisure time.
7. To create an atmosphere of unity; to foster a school spirit growing out of the school's activity endeavor, a spirit which will make the educational process more effective.

Section 2

CODE OF CONDUCT

III. GENERAL TRAINING RULES FOR PARTICIPANTS FOR ALL ACTIVITIES (Approved 07-22-03)

THE FOLLOWING TRAINING RULES WILL BE IN EFFECT ALL YEAR LONG, INCLUDING SUMMER FOR ALL EXTRA CURRICULAR ACTIVITIES.

1. All training rules will apply to any student participating in any school sponsored activities. All training rules will apply to all students from the time the student enters seventh grade until the end of that student's senior year. Example: 7th grade 1st offense, 9th grade 2nd offense, 12th grade 3rd offense. **If any activity extends beyond graduation, all training rules will be in effect.**
2. A training violation will be defined as the following:
 - a. Using any form of tobacco (including nicotine products, vapor products, and e-cigarettes), or the possession thereof.
 - b. Consumption of alcoholic beverages, or the possession thereof.
 - c. Use or possession of illegal drugs or illegal drug paraphernalia.
 - d. Cited, charged or convicted of any misdemeanor or felony.
 - e. This includes their involvement, participation, or given a warning.
 - f. A student will be considered in violation of items b, c, d, or e if he/she is present during such illegal activities.
3. Such violations should be reported to the coach, sponsor, athletic director or school administration, or appear in the court records of a newspaper or by admission of guilt by the student. The report can also be made by any person who has knowledge of any of the above listed violations.
4. After a reported violation, the sponsors of the activities involved, the athletic director, and principal will discuss the violation with the student and notify his/her parent(s). If the student or parent(s) do not agree with the decision or action, he/she or parent(s) has the right to appeal to the superintendent. If the student or parent(s) appeal the decision, the student shall not take part in any activities until a decision is reached.
5. All rules and regulations will be enforced.
6. **Any student found in violation of the listed infraction shall be subjected to the following disciplinary actions:**
 - a. **First Offense** - This will result in a 30 day suspension or a 15 day suspension and SCIP Drug Evaluation with 7 hours counseling from all activities and commences with the next performance, scheduled contest, or program in which the student would be eligible to participate. **The student will be eligible to participate in all practices.**
 - b. **Second Offense** - This will result in a 120 day suspension or a 60 day suspension and a SCIP Drug Evaluation and 15 hours of counseling from all activities and also commences with the next performance, scheduled contest, or program in which the student would be eligible to participate. **The student is eligible to participate in any practices with the approval of the head coach, activities and athletic director, and principal.**
 - c. **Third Offense** - One year (365 days) suspension commencing with the next performance, scheduled contest, or program in which the student would be eligible. **The student will not be allowed to participate in any practices.**
 - d. **Fourth Offense** - Permanent suspension from all school-sponsored activities.
 - e. All suspensions will carry over to the following school year for any remaining days.

f. Counseling: Although counseling is not required during the suspension, the student is strongly encouraged to seek counseling.

7. Other Stipulations: (On second, third, fourth offense)

a. Any student suspended will forfeit any appointed or elected position for the remainder of the year.

b. Awards: (1) A student will not receive a letter award if the violation occurs during the actual season. (2) A student will not be nominated or eligible for any awards during the season(s) during which the suspension occurs. Awards outside of school control would not be affected.

OTHER PARTICIPATION RULES

1. The student must have an acceptable haircut; any hairstyle that impairs a student's vision will be considered unacceptable.

2. An obvious skip of practice will result in the student not participating in the scheduled contest for that week. A repeat of the violation could result in dismissal from the activity. The merit of the excuse is to be decided by the sponsor of that activity.

3. All students will obey the curfews set by each activity sponsor. Any student violating this curfew will not be allowed to participate in the next contest.

4. Swearing will not be tolerated and those guilty will be given suitable consequence and if continued will be dismissed from the activity. Suitable consequence will be determined by the sponsor of that activity.

5. Any unbecoming conduct by a student which reflects poorly on the Heartland Community Schools or activity sponsor, may result in expulsion from participation in the activity. This action, if necessary, will be taken by the activity sponsor working in connection with the administration.

Section 3

ATTENDANCE

6. The common sense policy in regard to school attendance and practice is adhered to at Heartland Community Schools. A team/activity member is not allowed to practice/compete/participate on a day he/she is unable to be in school attendance from 11:35 AM-3:30 PM because of an illness or unexcused absence unless participation is approved by the administration or athletic director. Also, if a student is unable to participate in an activity because of illness, they should not come back for another activity later that evening. Example: A student is in school until 3:30, but goes home to rest and misses after school practice/activity. The student should not return for an evening practice or performance. The student should stay home and rest in order to recover for the next day.

7. Activities on Sunday are subject to the Superintendent's approval.

8. There will be no mandatory practice sessions held on days when school has been called off because of inclement weather.

Section 4

ACADEMIC STANDARDS

Any student failing two or more classes will be on probation for a period of one week (beginning Sunday), thus notifying the parent and student the need for raising the grade. If the student is still failing two or more classes the following week, the student will be ineligible for extracurricular activities that week (beginning Sunday). Once the student is no longer failing 2 or more classes, the student will be eligible the following Sunday. In addition to expectations for current classes, students will also have a one week probation period for classes in which they have earned an incomplete. If the student has not completed the course after the one week probation period, the student will be ineligible the following week until the incomplete work has been turned in and graded. Extracurricular activities include, but are not limited to: athletics, FFA, FBLA, art club, drama performances, school dances, and music (excluding whole group, classroom curriculum, performances that are for a grade).

Possible scenario for a student being eligible/ineligible:

Sunday	Monday	Tuesday	Wed.	Thursday	Friday	Saturday
				10 a.m. report <u>Student failing 2 or more classes or 1 incomplete</u>	Game Day	
Begin Probation Week		Game Day		10 a.m. report <u>Student failing 2 or more classes or 1 incomplete</u>		Game Day
Begin Ineligible Week		Game Day		Game Day 10 a.m. <u>Report, Student failing 1 class, 0 incomplete</u>	Play Production	Play Production
Eligible this week.		Game Day		10 a.m. Report...	Game Day	Game Day

IV. GENERAL INFORMATION FOR ACTIVITIES

1. Each student who expects to participate in athletics shall once each year present a physician's certification stating he/she is physically fit to participate prior to competing in practice or competition.

2. If an athlete is under medical advice not to participate, he/she will not be allowed to do so regardless of the feelings of the athlete, parents, or coaches. Upon returning to practice he/she must have a written doctor's report of that nature.

3. Each student must follow the rules of the student handbook regarding activity slips.
4. Each athlete must be covered by accident insurance provided by the parent or guardian. In the event the family or guardian does not have insurance coverage, the same shall provide a signed statement declaring the school not liable for any expenses incurred by injury or accident.
5. Dress of team members making trips should be clean, neat, and in good taste.
6. Student participants will travel to and from out-of-town events as a unit. Any exception to this rule must be approved by the parents in writing and the coach/sponsor.
7. Heartland Community Schools has a no-cut policy in all activities. No student will be cut or dropped from a team because of lack of ability.
8. Students that are issued equipment are responsible for the equipment, and if it is lost or abused, he/she will pay for replacement on the value left on the equipment. This will be assessed by the activity sponsor in charge and approved by the athletic director or principal.

**HEARTLAND COMMUNITY SCHOOL
TRAINING AND PARTICIPATION RULES AND VIOLATION REPORT**

Student _____ Date of Violation _____

Nature of Violation _____

Discipline Action Taken _____

Violation Reported By _____ Date _____

Are there any previous violations this school year? _____

Yes & Date No

Did student admit to violation? _____

Yes

No

Contact with parent/guardian _____

Yes & Date No Letter-Phone-Visit

Comments: _____

Other student(s) reported involved: _____

The dates of this suspension shall be from _____ to _____
and _____ to _____ if necessary.

Signature of Reporting Administrator Date

2024 - 2025

Heartland

Community Schools



Elementary Handbook Proposal

Current Wording:

Additional Student Conduct Expectations and Grounds for Discipline

The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

STUDENT ATTIRE

The school administration and teachers will continue to encourage all to behave and dress in a fashion that reflects good taste and a style appropriate for a school day or school activity.

An individual's dress, personal appearance, and cleanliness, as well as behavior, should reflect a sensitivity to and a respect for others. The fact that a school will permit a wide variety in school clothes does not mean that all styles are equally appropriate. The final decision in those situations of disagreement will be resolved by the school administration after consultation with the student and parents/guardians.

Students will be expected to adhere to the following guidelines during school functions on or off school property:

1. Students will not be allowed to wear clothing, jewelry, or attire that presents a material risk to the safety or wellbeing to either themselves or anyone else.
2. Students will not be allowed to wear clothing, jewelry, or attire that materially interferes with the learning/instructional environment in school.
3. Students are not to wear clothing which excessively exposes the midriff. The wearing of pants, jeans, or shorts should not be worn in a sagging fashion below the waistline.
4. Clothing usually worn as undergarments may not be worn as outer garments - such items may include but are not limited to sports bras, spandex tops and boxer shorts.
5. No thin straps, halter tops or no strapless backs.
6. Skirts, dresses and shorts - As a reference, the length of clothing should generally extend beyond a closed fist when your arms are at your side.
7. Clothing which promotes alcohol, tobacco/tobacco products (including nicotine products, vaping products, and e-cigarettes) or drugs, or which contain any inappropriate messages is prohibited. Inappropriate messages may include but are not limited to innuendos, entendres, profanity, implied profanity, hate speech and anything that would promote a violation of the law and/or the student code of conduct.
8. Shoes, boots or sandals must be worn at all times.
9. Students are not allowed to wear hats, caps, visors, or sunglasses in the school building during the school day. For special occasions, exceptions may be allowed. These special occasions will be determined by the principal.
10. Mesh shirts must have a t-shirt worn under them.
11. All sleeveless shirts must have finished seams and edges. Clothing must also cover the area under the arm.

***Consideration will be made for students who wear special clothing as required by religious beliefs, disability, medical status or condition or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change. A detention or suspension may be given to make up the time away from school. Repeated dress code violations may result in more severe consequences. Significant, intentional, or repeated violations of the dress code may result in formal disciplinary consequences that may include detention or suspension.

Proposed Changes:

Additional Student Conduct Expectations and Grounds for Discipline

The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

STUDENT ATTIRE

The school administration and teachers will continue to encourage all to behave and dress in a fashion that reflects good taste and a style appropriate for a school day or school activity.

An individual's dress, personal appearance, and cleanliness, as well as behavior, should reflect a sensitivity to and a respect for others. The fact that a school will permit a wide variety in school clothes does not mean that all styles are equally appropriate. The final decision in those situations of disagreement will be resolved by the school administration after consultation with the student and parents/guardians.

Students will be expected to adhere to the following guidelines during school functions on or off school property:

1. Students will not be allowed to wear clothing, jewelry, or attire that presents a material risk to the safety or wellbeing to either themselves or anyone else.
2. Students will not be allowed to wear clothing, jewelry, or attire that materially interferes with the learning/instructional environment in school.
3. Students are not to wear clothing which excessively exposes the midriff. The wearing of pants, jeans, or shorts should not be worn in a sagging fashion below the waistline.
4. Clothing usually worn as undergarments may not be worn as outer garments - such items may include but are not limited to sports bras, spandex tops and boxer shorts.
5. ~~No thin straps, halter tops or no strapless backs.~~
6. Skirts, dresses and shorts - As a reference, the length of clothing should generally extend beyond a closed fist when your arms are at your side.
7. Clothing which promotes alcohol, tobacco/tobacco products (including nicotine products, vaping products, and e-cigarettes) or drugs, or which contain any inappropriate messages is prohibited. Inappropriate messages may include but are not limited to innuendos, entendres, profanity, implied profanity, hate speech and anything that would promote a violation of the law and/or the student code of conduct.
8. Shoes, boots or sandals must be worn at all times.
9. Students are not allowed to wear hats, caps, visors, or sunglasses in the school building during the school day. For special occasions, exceptions may be allowed. These special occasions will be determined by the principal.
10. Mesh shirts must have a t-shirt worn under them.
11. All sleeveless shirts must have finished seams and edges. Clothing must also cover the area under the arm.

***Consideration will be made for students who wear special clothing as required by religious beliefs, disability, medical status or condition or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the

student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change. A detention or suspension may be given to make up the time away from school. Repeated dress code violations may result in more severe consequences. Significant, intentional, or repeated violations of the dress code may result in formal disciplinary consequences that may include detention or suspension.

Rationale:

The proposed changes will correlate with the 7-12 handbook to help with consistency throughout the building.

Clean Copy w/ Proposed Changes:

Additional Student Conduct Expectations and Grounds for Discipline

The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

STUDENT ATTIRE

The school administration and teachers will continue to encourage all to behave and dress in a fashion that reflects good taste and a style appropriate for a school day or school activity.

An individual's dress, personal appearance, and cleanliness, as well as behavior, should reflect a sensitivity to and a respect for others. The fact that a school will permit a wide variety in school clothes does not mean that all styles are equally appropriate. The final decision in those situations of disagreement will be resolved by the school administration after consultation with the student and parents/guardians.

Students will be expected to adhere to the following guidelines during school functions on or off school property:

1. Students will not be allowed to wear clothing, jewelry, or attire that presents a material risk to the safety or wellbeing to either themselves or anyone else.
2. Students will not be allowed to wear clothing, jewelry, or attire that materially interferes with the learning/instructional environment in school.
3. Students are not to wear clothing which excessively exposes the midriff. The wearing of pants, jeans, or shorts should not be worn in a sagging fashion below the waistline.
4. Clothing usually worn as undergarments may not be worn as outer garments - such items may include but are not limited to sports bras, spandex tops and boxer shorts.
5. Skirts, dresses and shorts - As a reference, the length of clothing should generally extend beyond a closed fist when your arms are at your side.
6. Clothing which promotes alcohol, tobacco/tobacco products (including nicotine products, vaping products, and e-cigarettes) or drugs, or which contain any inappropriate messages is prohibited. Inappropriate messages may include but are not limited to innuendos, entendres, profanity, implied profanity, hate speech and anything that would promote a violation of the law and/or the student code of conduct.
7. Shoes, boots or sandals must be worn at all times.
8. Students are not allowed to wear hats, caps, visors, or sunglasses in the school building during the school day. For special occasions, exceptions may be allowed. These special occasions will be determined by the principal.
9. Mesh shirts must have a t-shirt worn under them.
10. All sleeveless shirts must have finished seams and edges. Clothing must also cover the area under the arm.

***Consideration will be made for students who wear special clothing as required by religious beliefs, disability, medical status or condition or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the

student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change. A detention or suspension may be given to make up the time away from school. Repeated dress code violations may result in more severe consequences. Significant, intentional, or repeated violations of the dress code may result in formal disciplinary consequences that may include detention or suspension.

Meal Price Recommendations

24-25 Recommended Meal Prices

Breakfast

K-6: \$1.95 (no increase)

7-12: \$1.95 (no increase)

Lunch

K-6: \$3.10 (no increase)

7-12: \$3.25 (no increase)

2nd Entrée: *I am still calculating the recommended amount. I anticipate recommending a small increase in this charge for 24-25. The charge was \$1.00 for the prior two years.*

Extra Milk

I am still calculating the recommended amount. I anticipate a recommending a small increase in this charge. Last year's increase (for 23-24) was 5 cents.

23-24 Meal Prices

Breakfast

K-6: \$1.95

7-12: \$1.95

Lunch

K-6: \$3.10

7-12: \$3.25

2nd Entrée: \$1.00

Extra Milk

\$0.50

HEARTLAND COMMUNITY SCHOOLS

EMPOWERING EXCELLENCE: Every Student, Every Day

Recommended Substitute Teacher Rates 2024-2025

RECOMMENDED 24-25 PAY RATES	CURRENT 23-24 PAY RATES
DAILY RATE: \$145 per day	DAILY RATE: \$140 per day
LONG-TERM RATE: 1/185th base salary starting 11th consecutive day \$221.15 per day	LONG-TERM RATE: 1/185th base salary starting 11th consecutive day \$216.27 per day

	Recommended Rate		Recommended Rate Estimates		Current/Prior Rate Estimates		Estimated Cost Increase For Rate Increase		2-Year CAGR	
	Daily Rate	Annual Increase	Salary Cost	Total Cost	Salary Cost	Total Cost	\$	%	%	
24-25	\$145	3.571%	\$58,000	\$68,150	\$56,000	\$65,800	\$2,350	3.571%	3.638%	24-25
23-24	\$140	3.704%	\$56,000	\$65,800	\$54,000	\$63,450	\$2,350	3.704%	8.012%	23-24
22-23	\$135	12.500%	\$54,000	\$63,450	\$48,000	\$56,400	\$7,050	12.500%	8.347%	22-23
21-22	\$120	4.348%	\$48,000	\$56,400	\$46,000	\$54,050	\$2,350	4.348%	2.151%	21-22
20-21	\$115	0.000%	\$46,000	\$54,050	\$46,000	\$54,050	\$0	0.000%	2.247%	20-21
19-20	\$115	4.545%	\$46,000	\$54,050	\$44,000	\$51,700	\$2,350	4.545%	2.247%	19-20
18-19	\$110	0.000%	\$44,000	\$51,700	\$44,000	\$51,700	\$0	0.000%	-	18-19

HEARTLAND COMMUNITY SCHOOLS				
	Year	Daily Sub Rate	Teacher's Base Salary	Relative to Base Salary
	24-25	\$145	\$40,913	0.354%
	23-24	\$140	\$40,010	0.350%
	22-23	\$135	\$39,283	0.344%
	21-22	\$120	\$38,683	0.310%
	20-21	\$115	\$38,033	0.302%
	19-20	\$115	\$37,633	0.306%
	18-19	\$110	\$37,083	0.297%
	17-18	\$110	\$36,333	0.303%

STUDENT FEES

The board realizes some activities may require additional expenditures which are properly to be borne by students as a separate charge. Such charges may be waived as specified below depending upon the student's eligibility for the free and reduced-price lunch program. No fees, specialized or non-specialized attire or equipment shall be required of students outside this policy. This policy does not apply to tuition payments by nonresident students.

For the purposes of this policy, the following definitions shall apply:

1. Extracurricular activities means student activities or organizations which are supervised or administered by the school district, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the school district;
2. Postsecondary education costs means tuition and other fees associated with obtaining credit from a postsecondary educational institution.

The district may charge student fees or require students to provide specialized equipment or attire in the following areas:

1. Participation in extracurricular activities, including extracurricular music courses;
2. Admission fees and transportation charges for spectators attending extracurricular activities;
3. Postsecondary education costs, limited to tuition and fees associated with obtaining credits from the postsecondary institution;
4. Transportation fees for option students not qualifying for free lunches and nonresident students as allowed by state statute;
5. Copies of student files or records as allowed by state statute;
6. Reimbursement to the district for property lost or damaged by the student;
7. Before-and-after-school or prekindergarten services in accordance with state statute;
8. Summer school or night school; and
9. Breakfast and lunch programs.

The district may also require students to furnish musical instruments for participation in optional music courses that are not extracurricular activities. Students qualifying for free or reduced-price lunches shall be provided with a musical instrument of the school's choice.

Waivers shall be provided to students who qualify for free or reduced-price lunches for fees, specialized equipment and specialized attire required for participation in extracurricular activities.

The superintendent shall establish a Student Fee Fund and ensure that funds collected as fees for the following purposes are properly recorded and deposited to it:

- Participation in extracurricular activities;
- Postsecondary education costs; and
- Summer school or night school.

The superintendent shall distribute regulations outlining the purposes for which fees in these three areas are collected and shall ensure such fees are spent for those purposes.

The superintendent shall distribute regulations to be published annually in the student handbook authorizing and governing:

1. Any non-specialized clothing required for specified courses and activities;
2. Any personal or consumable items a student will be required to furnish for specified activities; and
3. Any specialized equipment or specialized attire which a student will be required to provide for any extracurricular activity, including extracurricular music courses.

The superintendent shall also distribute any regulations authorizing and governing the following areas:

1. All fees to be collected within the nine numbered areas of the third paragraph of this policy;
2. Any other types of specialized equipment or attire to be provided by all students in the nine numbered areas of the third paragraph of this policy;
3. Procedures and forms for students or parent/guardians to apply for waivers under this policy;
4. Deadlines for waivers for all types of fees;
5. Procedures *[to avoid the direct handling of fees; for the handling of fees]* for students receiving postsecondary education credits;
6. Procedures for handling of fees related to summer school or night school; and
7. Attendance requirements and procedures in connection with evening, weekend or summer use of facilities related to all extracurricular activities to avoid conflict with this policy.

The maximum dollar amount of each fee must be specified as part of this policy.

Public concerns or complaints regarding required fees, attire or equipment shall be addressed under Policy 1005.01, Public Complaints.

This policy will be reviewed and re-adopted annually by August 1 at a regular or special meeting of the board. This shall include a review of the amount of money collected under this policy and the use of waivers as provided by this policy. The policy shall be published in the student handbook provided at no cost to each household.

Legal Reference: Neb. Constitution, Art VII, Sect. 1
 Neb. Statute 79-215 (tuition)
 79-241 (option student busing)
 79-605 (nonresident busing)
 79-611 (transportation fees)
 79-734 (books, equipment and supplies)
 79-2,104 (student files)
 79-2,125 to 2,134 (student fees law)
 79-1104 (before-and-after-school services)
 79-1106 to 1108 (learners with high ability)

Cross Reference: 505.05 Fines for Lost or Damaged Items
 506 Student Activities
 507.01 Student Records Access
 801 Transportation
 802.05 Free or Reduced Cost Meals Eligibility
 1005.01 Public Complaints

Approved:

Reviewed: July 10, 2023

Revised:

BULLYING PREVENTION

The board recognizes the negative impact that bullying has on student health, welfare, safety, and the school's learning environment and prohibits such behavior. Bullying is defined as any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, at a designated school bus stop, or at school-sponsored activities or school-sponsored athletic events.

Bullying may constitute grounds for detention, suspension, expulsion or mandatory reassignment, subject to state and federal statutes and the district's student discipline and due process procedures.

It shall be the responsibility of the superintendent to implement appropriate programs or procedures for the purpose of educating students regarding bullying prevention.

This policy shall be reviewed annually.

Legal Reference: Neb. Statute 79-2,137

Cross Reference: 505 Student Discipline

Approved:

Reviewed: July 10, 2023

Revised:

PARENTAL AND FAMILY INVOLVEMENT IN THE SCHOOLS

It is the policy of the district to provide full access to the parent and family members of any student of the district to review textbooks, tests, curriculum and instructional materials, records of a student of any such parent, unless otherwise prohibited by law, and to any surveys of students done by the school district. Summary information regarding the district's curriculum, testing, and surveys will be provided at the beginning of each school year. Requests for access to specific instructional materials should be addressed to the teacher or building principal.

Requests by parents and family members to attend and monitor courses, assemblies, counseling sessions and other instructional activities shall also be made to the building principal or teacher. While requests to monitor are usually granted, if the request is denied, reasons for the denial will be provided.

It is the policy of the district to provide as consistent an experience as possible in all classroom instruction, testing, surveys, and other school experiences. It is the policy of the district not to excuse students from classroom instruction, testing, and other school experiences unless an objection is submitted to the building principal or teacher outlining the specific experience, the basis for the objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and family members.

The request for the student to be excused will be reviewed by the building principal and a decision provided to the parents and family members. While verbal objections and decisions are valid, written followup to verbal communications is required from the parent and family members, and the principal. If a student is excused from the requested activity no penalty will be assessed but an agreed upon alternative activity must be performed to the satisfaction of the teacher and principal.

It is the policy of the district to use only testing methods and testing instruments that are not of an experimental nature and to avoid using any testing materials or testing techniques that are not generally recognized by educational professionals to be within sound educational standards and both educationally and academically appropriate. It is the policy of the district to notify parents and family members of any standardized testing that may be scheduled within the school district.

It is the policy of the district to notify parents and family members of any survey which may be scheduled and to conduct student surveys judiciously, with full consideration of the fact that parents and family members may find items of the survey objectionable.

The following activities will also be included in the board's plan for parental and family involvement:

1. The board will involve parents and family members in the development of the Title I plan, the process for school review of the plan and the process for improvement;
2. The board will provide the coordination, technical assistance and other support necessary to assist participating schools in planning and implementing effective parental and family involvement activities to improve student academic achievement and school performance;
3. The board will build the schools' and parents' and family members' capacity for strong parental and family involvement;
4. The board will coordinate and integrate parental and family involvement strategies under Title I with other programs such as Head Start, Reading First, etc.;
5. The board will conduct with the involvement of parents and family members, an annual evaluation of the content and effectiveness of the parental and family involvement policy in improving the academic quality of the school served including identifying barriers to greater participation by parents and family members in Title I activities (with particular attention to parents and families who have low income, Limited English Proficient (LEP), minorities, disabilities and low literacy) and use the findings of the evaluation to design strategies for more effective parental and family involvement and to revise, as necessary, the parental and family involvement policies; and
6. The board will involve parents and family members in Title I activities.

The parent and family members or guardian of a student may have access to that student's records during normal business hours of the district according to Policy 507.01 Student Records Access.

This policy is adopted following a public hearing to receive public comments and suggestions.

Legal Reference: Neb. Statute 79-530 to 533
 No Child Left Behind, Title I, Sec. 1118, P.L. 107-110

Cross Reference: 507.01 Student Records Access
 606.03 Objection to Instructional Materials
 610.02 Test or Assessment Administration
 611.01 Student Progress Reports
 611.04 Parent Conferences
 1002. District Annual Report
 1005.01 Public Complaints

Approved:

Reviewed: July 10, 2023

Revised:

POLICY UPDATE SUMMARY TABLE - JUNE 2024 DISCUSSION

Policy		Revision To Existing or New	Source	Required, Recommended, or Optional	
204.07	Meeting Notice	Revision	Perry 8342 - May 2024	Required	
204.12	Public Participation At Board Meetings	Revision	Perry 8346 - May 2024	Required	
206.02	Association Membership	Revision	Perry 8240 - May 2024	Required	
402.17	Workplace Privacy	Revision / New	NASB - April 2024	Recommended	Since we do not have this policy in our current manual, it would be 'new'
409.01	Certificated Employee Professional Development	Revision	Perry 4141 - May 2024	Required	
502.02	Option Enrollment	Revision	Perry 5006 - May 2024	Required	
502.10	Assignment Of New Students	Revision	NASB - April 2024	Recommended	
503.01	Compulsory Attendance	Revision	Perry 5008 - May 2024	Required	
503.04	Addressing Barriers To Attendance	Revision	NASB - May 2024	Required	
504.03	Student Conduct	Revision	NASB - May 2024	Required	
504.06	Student Appearance	Revision	NASB - May 2024	Required	
504.11	Weapons	Revision	Perry 6700 - May 2024	Required	
504.17	Questioning Of Students By Outside Agencies	Revision	NASB - April 2024	Recommended	
606.09	Textbook Loan Program	Rescind	Perry Memo - May 2024	Recscission	Now handled by NDE - policy is no longer needed
607.10	Classroom Environment	Revision	Perry 6111 - May 2024	Required	
611.02	Promotion And Retention	Revision	Perry 5201 - May 2024	Required	
611.07	Graduation Requirements	Revision	NASB - May 2024	Required	
612.03	Childfind	Revision	NASB - April 2024	Required	
612.05	Individualized Education Program And Family Services	Revision	NASB - April 2024	Required	
706.01	Purchasing Procedures	Revision	Perry 3130 - May 2024	Required	
706.05	Contracting For Services	New	Perry 3140 - May 2024	Required	
802.05	Meal Charges	Revision	NASB - May 2024	Required	
1003.00	Examination Of District Records	Revision	NASB - May 2024	Required	

Reasonable advance public notice shall be given for meetings and work sessions held by the board by a method designated and recorded in the board minutes. Public notice shall indicate the meeting's time, place and date, and shall include a statement that the agenda shall be readily available for public inspection at the district office. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting and a copy kept readily available for public inspection at the principle office of the district. Except for items of an emergency nature the agenda shall not be altered later than 24 hours before the meeting.

If a newspaper refuses, neglects, or is unable to timely publish such notice, then notice may be given by (1) posting on the newspaper's website, if available, and (2) posting such notice in conspicuous public places within the District. The Board Secretary shall keep a written record of such postings. Notice shall be given a reasonable time in advance of the meeting. Two (2) days advance notice shall be considered sufficient.

An emergency has been defined as any event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition. For an emergency meeting, notice shall not be required to be given; however, the Board will complete minutes for such an emergency meeting as required by law.

It shall be the responsibility of the superintendent to give public notice of board meetings and work sessions. The superintendent shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification of the time and place of each meeting and the subjects to be discussed.

Approved:

Reviewed:

Revised: July 8, 2024

PUBLIC PARTICIPATION AT BOARD MEETINGS

A. Attend

Members of the public shall be permitted to attend and to speak at Board meetings. They will not be required to identify themselves as a condition for admission to the meeting.

The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The President has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The President may order persons who are disorderly to be removed from the meeting.

B. Hear

The Board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

C. Record

Members of the public may use recording devices (phone, video camera, etc.) to record any part of a board meeting, except for closed sessions. The President shall control the placement of the recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

D. Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

E. Speak

Members of the public will be permitted to speak at board meetings. Members of the public may also speak when invited to make a presentation or when recognized by the president. The Board may limit Public Comment to only items placed on the meeting agenda. Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items placed on the meeting agenda.

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 President may implement other reasonable requirements for public comment, consistent with the Open Meetings Act.

For regular meetings of the Board, individual speakers shall have up to 5 minutes to address the Board, and the Board shall hear up to 30 cumulative minutes of public comment.

For all meetings other than regular meetings of the Board, individual speakers shall have up to 2 minutes to address the Board, and the Board shall hear up to 10 cumulative minutes of public comment. The Board may vote to modify these time limits when the Board deems appropriate.

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.

Individuals who have a complaint about employees or students who have complaints shall follow policies 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
403.05 Public Complaints about Employees

Approved:

Reviewed:

Revised: July 8, 2024

BOARD ASSOCIATION MEMBERSHIP

The Board of Education shall hold memberships in such school board associations as it may from time to time determine appropriate.

The Board will list on the school's website the organizations and memberships that the Board belongs to and the annual membership dues (if any) for such organizations and memberships, as well as the fees paid by the Board to any individual lobbyist or lobbying firm (if any).

Legal Reference: Neb. Rev. Stat. Sec. 79-512
 LB 304 (2024)

Cross Reference: 206.03 Board Member Development Opportunities

Approved

Reviewed

Revised: July 8, 2024

WORKPLACE PRIVACY

The district will not:

1. Require or request that an employee or applicant provide or disclose any username or password or any other related account information in order to gain access to the employee's or applicant's personal Internet account by way of an electronic communication device; or
2. Require or request that an employee or applicant log into a personal Internet account by way of an electronic communication device in the presence of the employer in a manner that enables the employer to observe the contents of the employee's or applicant's personal Internet account or provides the employer access to the employee's or applicant's personal Internet account; or
3. Require an employee or applicant to add anyone, including the employer, to the list of contacts associated with the employee's or applicant's personal Internet account or require or otherwise coerce an employee or applicant to change the settings on the employee's or applicant's personal Internet account which affects the ability of others to view the content of such account; or
4. Take adverse action against, fail to hire, or otherwise penalize an employee or applicant for failure to provide or disclose any of the information or to take any of the actions specified above.
5. Require an employee or applicant to waive or limit any protection granted under the Workplace Privacy Act as a condition of continued employment or of applying for or receiving an offer of employment.

The district shall maintain its right to control, monitor and review the use of its computers, technology and the Internet as stated in policy 606.06, to access any employee-related information available in the public domain, and conduct investigations related to employee actions prohibited by district policy to the extent those investigations are not expressly prohibited by the Workplace Privacy Act or other applicable state or federal law.

Recording of Conversations in the Workplace

To ensure privacy and confidentiality in the workplace, no person is authorized to record or transmit the sound or image of any person without prior authorization or consent by either the person(s) being recorded or whose sound or image is being transmitted or by the Superintendent. Recording may be done in circumstances where recording is expressly permitted such as (1) recording a Board meeting during open session, (2) at District-sponsored activities where the focus of the recording or transmission is on the student performances or activities, (3) when recording an IEP or similar meeting to facilitate a record of parental involvement in the process or protection of other rights guaranteed by the Individuals with Disabilities Education Act, (4) District-operated security equipment, or (5) other instances required by law or allowed by District policy.

Legal Reference: Neb. Statutes, LB 821 (2016)

Approved: July 8, 2024

Reviewed

Revised

CERTIFICATED EMPLOYEE PROFESSIONAL DEVELOPMENT

The board encourages certificated employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board shall maintain and support an in-service program for certificated employees.

The superintendent and or designee will develop and schedule in-service workshops as appropriate to the needs of the district and will inform the board regarding in-service staff development.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding professional development of such employees shall be followed.

The district shall provide and promote development programs for all professional staff - Superintendent, principals, teachers and the Board of education. Features of the staff development program:

1. Staff development resources and time shall be allocated in keeping with the key values and priorities of the district.
2. The staff development program shall concentrate on the programs and practices of effective schools and teaching, goal setting, assessment procedures, evaluation of staff, and the change process.
3. Content shall be selected that has been verified by research to improve student outcomes.
4. Teachers shall be actively involved in initiating, planning, and conducting the development programs for teachers.

At least annually, the administration will present to the Board the planned staff training as required by law.

Legal Reference: NDE Rule 10
Neb. Statute 79-830
LB 1329 (2024)

Cross Reference: 409.02 Certificated Employee Training, Workshops or
Conferences

Approved

Reviewed

Revised: July 8, 2024

NONRESIDENT STUDENTS/OPTION ENROLLMENT

A. Process and Time Lines to Option In

For a student to attend Heartland Community Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the Heartland Community School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period").

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district or, if the student attends a different district as an option student, the option district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

The application deadline will be waived by the School District for applications to option into the Heartland Community School District, provided that the application contains a release approval from the resident district or, if the student is an option student attending a different district, the option district attended by the student and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School District to be at capacity in accordance with the capacity standards, and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

The Director of Special Education shall review on a case-by-case basis all option applications for students that would receive or could be eligible to receive special education or related services. If the Director or designee determines that the District does not have the capacity to provide the student with the appropriate services and accommodations, then the Director or designee shall send a denial notice to the parent(s) or guardian(s) and include a description of services and accommodations that the District does not have the capacity to provide.

2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on or before the April 1st immediately preceding the school year in which enrollment is sought, and the filing deadline has not been waived.
3. Previous Option Enrollment: An option enrollment application shall be rejected in the event the student has exhausted their option enrollments in other school districts, as determined by state law.
4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School District determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including "previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings" and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) those applications required to be given priority by law, (2) those with a sibling in attendance at Heartland Community Schools, with priority within this group being given to those who had earliest filed applications, and (3) those without an option student sibling in attendance at Heartland Community Schools, with priority within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent's designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School District will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual

arrangements, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix “1” to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared. The capacity for special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee.

E. Releases for Options Out

A request for release of a resident student of or option student currently attending Heartland Community School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted only on the following conditions:

1. Kindergarten: A release will be granted where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
2. Siblings: A release will be granted where the application would allow the student to attend the same school as a sibling. A “sibling” for this purpose means a child who resides in the same household on a permanent basis with a student who is currently enrolled in the option district and who has the same natural or adoptive parent or who is a stepbrother or stepsister.
3. Educational Programming: A release will be granted where the needs of the student require the District to obtain additional staffing or equipment and it is in the best interests of the District and the student to enroll in the option district. The determination of whether this condition is met shall be made by the Superintendent or the Superintendent’s designee.
4. No Pending Expulsion: The deadline shall not be waived if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

The Superintendent or the Superintendent’s designee is hereby authorized to execute such releases on behalf of the School District and the School District.

F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the School District, the Superintendent or the Superintendent's designee shall notify, in writing, the parent or legal guardian of the student, and the resident school district or, if the student is an option student attending a different district, that option district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the Heartland Community School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

G. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined solely by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or transportation reimbursement will be provided only in the following circumstances:

1. The Heartland Community School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.
2. Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district. The District's policy is that the District selects which service (transportation or reimbursement) is to be provided to students.
3. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

H. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the Heartland Community Schools and its school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. Sections 79-232 to 79-246

Approved: August 14, 2023

Reviewed:

Revised: July 8, 2024

ASSIGNMENT OF NEW STUDENTS TO CLASSES AND GRADE LEVELS

New students entering from schools recognized and approved by the Nebraska Department of Education will initially be placed in grades and classes on the basis of their grade placement/credits in the school from which they are transferring. The district administration, through academic achievement tests and other evaluation measures as necessary, will determine the appropriate grade level/credit status of students transferring from schools that have not been approved by the state department of education. These measures may include chronological age, previous public or private school experience and transcript review, diagnostic or achievement testing data test data, criterion referenced test data, exam test data, and administrative or counselor reviews.

Previous high school work may be validated for a high school student by successfully completing a higher level unit in this district's high school for every unit completed in a non-accredited high school; i.e., completion of a second unit mathematics would validate the mathematics credit transferred. If no successive course work is pursued to validate the credit, similar or equivalent work will be evaluated at the discretion of the principal.

Cross Reference: 601 Goals and Objectives

Approved:

Reviewed:

Revised: July 8, 2024

COMPULSORY ATTENDANCE

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The District will maintain an accurate record of student attendance.

A. Attendance and Absences.

1. Circumstances of Absences – Definitions. The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.
 - a. School Excused. Any of the following circumstances that lead to an absence will be identified as a School Excused absence, provided the required attendance procedures have been followed:
 - (1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent may be required to provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness (including physical or mental illness), court, death of a family member, or suspension.
 - (2) Other absences as determined by the principal or the principal's designee.
 - b. Not School Excused. Absences that are not school excused may result in a report to the county attorney and may be classified as follows:
 - (1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes vacations or other events that do not meet the criteria for a School Excused absence.
 - (2) Other absences are those in which the parent has not communicated a reason for the student's absence.

2. Absence Procedure. In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.
3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students. Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either: (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Exceptions for Older Students. Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in [Name] Public Schools or resides in the [Name] Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Excessive Absenteeism. Any District staff member or board member who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent or Superintendent's designee to be the attendance officer. The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend school
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter which are Not School Excused shall be deemed to have "excessive absences." Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student continues thereafter to have absences of at least twenty days which are Not School Excused, one or more meetings will be held between the school, the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall include, if agreed to by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social-emotional barriers are contributing factors to the lack of attendance. The plan shall also consider, but not be limited to:

- (a) The physical, mental, or behavioral health of the child.
- (b) Educational counseling;
- (c) Referral to community agencies for economic services;
- (d) Family or individual counseling; and
- (e) Assisting the family in working with other community services.

If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.

6. Reporting Excessive Absenteeism to the County Attorney.

The school may report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per school year. The school shall notify the child's family in writing prior to making the referral to the county attorney. Illness (including physical or mental illness) that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney.

Legal Reference: Neb. Rev. Stat. Sections 79-201 and 79-209

Cross Reference: 502 Student Admissions

Approved:

Reviewed:

Revised: July 8, 2024

ADDRESSING BARRIERS TO ATTENDANCE

Regular attendance by the students at school is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence. Students shall attend school unless excused by the principal of their attendance center. This policy, developed and annually reviewed in collaboration with the county attorney for the district's principal office location, is an attempt to address the barriers to student attendance. This policy shall include a provision indicating how the district and the county attorney will handle those cases in which excessive unexcused absences are not due to mental or physical illness and shall state the circumstances and number of other absences or hourly equivalent upon which the school shall render all services to address barriers to attendance.

Any superintendent, principal, teacher, or member of the school board who knows of any violation of the state school attendance laws (79-201) shall report that violation to the school attendance officer within 3 days.

The superintendent shall designate an attendance officer. The attendance officer will immediately investigate the report of any child who may be in violation of the state's compulsory attendance statutes.

If any student has exceeded the number of unexcused absences as defined in the student handbook, the school shall render all services to address barriers to attendance. These services shall include the following:

1. Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and
2. A meeting or meetings between the school attendance officer, school social worker, a school administrator or designee, the person who has legal or actual control of the child, and the student (when appropriate) to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall include, if agreed to by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social emotional barriers are contributing factors to the lack of attendance. The plan shall also consider, but not be limited to:
 - (i) Illness related to physical, mental, or behavioral health of the child;
 - (ii) Educational counseling;
 - (iii) Referral to community agencies for economic services;
 - (iv) Family or individual counseling; and
 - (v) Assisting the family in working with other community services.

The school may report to the county attorney of the county in which the person resides when the school has documented the efforts it has made as required by statutes, that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and that the child has been absent more than twenty days per school year. The school shall notify the child's family in writing prior to referring the child to the county attorney. Illness, either physical or mental, that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney.

Students are subject to disciplinary action for excessive absenteeism including suspension and expulsion. It shall be within the discretion of the principal to determine, in light of the circumstances, whether a student may make up work missed because of excessive absenteeism. Disciplinary action for students receiving special education services will be assigned in accordance with the goals and objectives of the student's Individualized Education Program.

The superintendent shall report to the Commissioner of Education as directed by the commissioner regarding the number of and reason for any long-term suspension, expulsion, or excessive absenteeism of a student; referral of a student to the office of the county attorney for excessive absenteeism; or contacting of law enforcement officials other than school resource officers by the district relative to a student enrolled in the district. The superintendent shall report annually to the Commissioner the required data for the number of students who have dropped out of school.

It shall be the responsibility of the superintendent to implement this policy. The implementation may include regulations indicating the disciplinary action to be taken for excessive absenteeism.

Legal Reference: Neb. Statute 79-208 and 209
 NDE Rule 10.012.01B

Cross Reference: 411.03 Attendance Officer
 505 Student Discipline
 506 Student Activities
 507 Student Records

Approved

Reviewed

Revised: July 8, 2024

STUDENT CONDUCT

The board believes inappropriate student conduct causes serious disruption to the learning environment, interferes with the rights of others, and threatens the health and safety of students, employees and the public. The Superintendent and staff will develop and implement age-appropriate student codes of conduct to facilitate the educational process.

The district will not substantially burden the right to a student's religious exercise unless that religious exercise is disruptive to or interferes with the school learning environment, is detrimental to the health or safety of the student or another person, or violates the permission of staff.

Students shall conduct themselves in a manner fitting to their age level and maturity and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school district. This policy will also apply while on school owned, operated or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and educational processes of the school district.

Students who violate this policy and the administrative regulations supporting it will be subject to disciplinary measures including, but not limited to, removal from the classroom, detention, suspension, probation and expulsion. The codes of conduct will include measures to prevent or discourage behavior which interferes with the educational program, behavior which disrupts the orderly and efficient operation of the school or the functioning of school activities, behavior which interferes with the maintenance of a learning environment, behavior that is violent or destructive, or behavior which interferes with the rights of other students to pursue their education. Procedures will be available to allow rights of due process for all students.

Every report of alleged violations of student conduct policies that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing student conduct investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of student conduct policies.

This disciplinary process is designed to create the expectation that the degree of discipline imposed by the school will be proportionate to the severity of the behavior of the particular student, the previous discipline history of the student and other relevant

factors. It will also include parental involvement processes designed to enable parents, guardians, teachers and school administrators to work together to improve and enhance appropriate student behavior and academic performance. All student codes of conduct shall be submitted to the board for approval or review.

The code of conduct will be included in the student handbook, and a parent/guardian will sign and promptly return an acknowledgement of receipt of the handbook which specifically mentions the student code of conduct.

Legal Reference: Goss v. Lopez, 419 U.S. 565 (1975).
 Neb. Statute 79-2,114 et seq. (Nebr. Equal Opportunity
 in Education Act)
 79-254 et seq. (Student Discipline Act)

Cross Reference: 503 Student Attendance
 505 Student Conduct
 506 Student Activities
 1005.03 Parental and Family Involvement in the Schools

Approved

Reviewed

Revised: July 8, 2024

STUDENT APPEARANCE

The board believes inappropriate student appearance causes material and substantial disruption to the school environment or presents a threat to the health and safety of students, employees and visitors.

Students are expected to adhere to standards of cleanliness, grooming and dress that are compatible with the requirements of a good learning environment. The standards will be those generally acceptable to the community as appropriate in a school setting.

The board expects students to be clean and well-groomed and wear clothes in good repair and appropriate for the time, place and occasion. Clothing or other apparel promoting products illegal for use by minors and clothing displaying obscene material, profanity, or reference to prohibited conduct are disallowed. While the primary responsibility for appearance lies with the students and their parents, appearance disruptive to the education program will not be tolerated. When, in the judgment of a principal, a student's appearance or mode of dress disrupts the educational process or constitutes a threat to health or safety, the student may be required to make modifications.

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any public or private location on the school grounds or at any school function where the person is otherwise authorized to be as long as the tribal regalia does not interfere with the educational process and is not detrimental to the health or safety of the student or another person.

It shall be the responsibility of the superintendent, in conjunction with the principals, to develop administrative regulations regarding this policy.

Legal Reference: Hines v. Caston Sch. Corp. 651 N.E.2D 330 (1995)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).
Bethal School District v. Fraser, 478 U.S. 675 (1986).
Tinker v. Des Moines Ind. Comm. Sch. Dist., 393 U.S. 503 (1969).
Neb. Statute 79-526

Cross Reference: 501 Objectives for Equal Educational Opportunities for
Students

Approved

Reviewed

Revised: July 8, 2024

WEAPONS

The board believes weapons and other dangerous objects and lookalikes in school district facilities including concealed weapons cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees and visitors on the school district premises or property within the jurisdiction of the school district. It shall be the responsibility of the superintendent, in conjunction with the principal, to implement this policy.

Unless specifically herein exempted from said prohibition, the board prohibits the possession of weapons and other dangerous objects and lookalikes by all persons on school district property or on property within the jurisdiction of the school district, or by students who are within the control of the school district.

Weapons and other dangerous objects and lookalikes shall be taken from students and others who bring them onto the school district property or onto property within the jurisdiction of the school district, or from students who are within the control of the school district.

The term “dangerous object” shall include noxious or flammable material, fireworks, devices intended to administer an electric shock (tasers, electric batons, prods, or stun guns) chemical weapons (i.e. mace, pepper spray), martial arts weapons or other instruments including those which eject a projectile or substance of any kind, or any replica or facsimile of any of the above, whether functional or nonfunctional, whether designed for use as a weapon or for some other use.

Parents of students found to possess weapons or dangerous objects or lookalikes on school property shall be notified of the incident. Confiscation of weapons or dangerous objects including concealed weapons shall be reported to the law enforcement officials, and students will be subject to disciplinary action including suspension or expulsion.

It shall be the policy of the [Name] Public School District to undertake all reasonable efforts to prohibit the unlawful possession, the knowingly and intentionally selling, attempting to sell, providing, loaning, delivering, or in any other way transferring the possession of a firearm to a juvenile, and to prevent the unlawful possession of a firearm, including concealed firearms, in a school, on school grounds, in a school owned vehicle, or at a school sponsored activity or athletic event.

This policy shall not apply to the issuance of firearms to or possession by members of the Armed Services of the United States, active or reserve, National Guard of the State, or Reserve Officers' Training Corps, peace officers, or qualified law enforcement officers or qualified retired law enforcement officers, as defined by and pursuant to state and federal law.

With the approval of the school, firearms also may be possessed by a person for the purpose of using them in a historical reenactment, in a hunter education program, or as part of an honor guard. The principal may allow authorized persons to display weapons or other dangerous objects or lookalikes for educational purposes and must be kept in a designated location during the school day. Such a display shall also be exempt from this policy. Further, nothing in this policy shall be construed to require school action when a firearm is lawfully possessed by a person receiving instruction, or instruction under the immediate supervision of an adult instructor, or as to firearms contained within a private vehicle operated by someone other than a minor or prohibited person, as defined by law, and are enclosed in a case or inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, other than an autocycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

Students bringing firearms as defined in 18 U.S.C. 921 to school or knowingly possessing firearms including concealed firearms at school may be expelled for a period of not less than one year. Students bringing to school or possessing dangerous weapons, including firearms, will be referred to law enforcement authorities. The superintendent shall have the authority to recommend this expulsion requirement be modified for students on a case-by-case basis. For purposes of this portion of this policy, the term "firearm" includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive, incendiary or poison gas.

Legal Reference: Neb. Statute 79-263
 Neb. Statute 28-1204.04
 Improving America's Schools Act of 1994, P.L. 103382.
 18 U.S.C. § 921 (1994).
 McClain v. Lafayette County Bd. of Education, 673 F.2d
 106 (5th Cir. 1982).

Cross Reference: 505 Student Discipline
 508 Student Health and WellBeing

Approved

Reviewed

Revised: July 8, 2024

QUESTIONING OF STUDENTS BY OUTSIDE AGENCIES

Generally, students may not be interviewed during the school day by persons other than parents and school district officials and employees.

Requests from law enforcement officers and from persons other than parents, school district officials, and employees to interview students shall be made through the principal's office. Law enforcement interviews should involve school-related criminal activity, a warrant or a court order. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted.

Generally, prior to granting a request, the principal shall attempt to contact the parents to inform them of the request and to ask them to be present. The principal shall document actions taken by the district on behalf of the student, detail the steps taken to notify parents, document the activities taken by the law enforcement officer, and document any further contacts with law enforcement officer.

If a child abuse investigator wishes to interview a student, the principal will determine whether the student should be interviewed independently from the student's parents, whether the school is the most appropriate setting for the interview, and who will be present during the interview. An administrator or designee will be present during the interview.

The superintendent or building principal shall only release minor students into the custody of a law enforcement officer upon presentation of a court order or warrant for the student's arrest, or under conditions for temporary custody of a juvenile without a warrant as provided by state statutes. In all cases of giving up custody to a law enforcement officer, the administrator should obtain the officer's name, badge number and law enforcement agency, date, time, location to which the student is being taken, and reason for arrest in those situations not legally requiring a court order or warrant.

Legal Reference: Neb. Statute 43-248 and 79-294

Cross Reference: 403.02 Child Abuse Reporting
505 Student Discipline

Approved:

Reviewed:

Revised: July 8, 2024

TEXTBOOK LOAN PROGRAM

~~The superintendent of schools with the cooperation of the school district's principals will administer the textbook loans to resident children enrolled in private schools in Nebraska.~~

~~The district of will annually generate a list of textbooks designated for use in the schools. This will be done by December 1 of each year. The list of textbooks will be available in the superintendent's office. Copies of the textbook list will be made available to the public at the actual cost of duplicating the list in whole or in part.~~

~~The last day for receiving applications for textbook loans from parents or legal guardians residing within the school district for use during the following school year is January 15 of each year. A limit of 10 textbooks per student in grades K-6 and 8 textbooks per student in grades 7-12 has been established by NDE.~~

~~The district will make available to all eligible parties textbooks valued at no more than the total dollars allocated to the district by the State Department of Education. If the parental request exceeds the allocated dollars requests for textbooks used by elementary students will be given first priority. If the parental request for textbooks from parents representing resident elementary students exceeds allocated dollars, textbooks being used in the lower elementary will be given priority.~~

~~Parental requests will be filled on an ascending K-12 grade by grade basis. The total school district outlay in dollars will never exceed the allocation that the district is eligible to receive from the State Department of Education.~~

~~Ten days prior to the beginning of the district classes, the administration will notify parents or guardians in writing where and when textbooks will be available. Parents or legal guardians receiving textbooks will be required to sign a receipt at the time the textbooks are picked up on designated Form NDE-122-002. Parents or legal guardians shall return textbooks to the designated individual within the local school district within 15 days after the close of the school year. All textbooks are to be returned in reasonably good condition. Lost or damaged books will require that the parent or legal guardian reimburse the district for replacement costs.~~

~~It is important to understand that a textbook shall be defined to mean a "book which is designated for use in the classroom as the principal source of study in kindergarten through grade 12 in a public school district." Library books, workbooks, etc. are not eligible material for the definition of "textbook."~~

Legal Reference: Neb. Statute 79-734
NDE Rule 4

RESCINDED: July 8, 2024

CLASSROOM ENVIRONMENT

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

The District will only permit the Gall-Peters projection map (or a similar cylindrical equal-area projection map) or the AuthaGraph projection map for display or use in the classroom.

Legal Reference: LB 1329 (2024)

Approved

Reviewed

Revised July 8, 2024

STUDENT PROMOTION, RETENTION OR ACCELERATION

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the Principal, in consultation with the student's teachers and counselor, to be appropriate for the educational interests of the student and the school's educational program.

If a parent or guardian would like their student to retake a grade level, the parent or guardian must meet with the Superintendent or designee to discuss the student repeating a grade. At that meeting, the parent or guardian must provide evidence of academic needs, illness, or excessive absenteeism that would warrant the student to repeat the grade.

1. In such cases, a student in kindergarten through fourth grade may be retained due to academic needs, illness, or excessive absenteeism.
2. In such cases, a student in grades fifth through twelfth grade may be retained due to excessive absenteeism.

At such meeting, the Superintendent or designee shall identify any alternative educational opportunities, including remedial instruction, if applicable, and verify any special education supports available to such student. If the student's parent or guardian still intends for their student to repeat a grade, such parent or guardian shall then complete the required form and return such form to the District. Upon completion of the form and if all requirements pursuant to this policy and law are met, the District shall permit the student to repeat the student's grade for the next school year.

Students with exceptional talents may, with the permission of the principal and parents, take classes beyond their current grade level. Enrichment opportunities outside the school district may be allowed when they do not conflict with the school district's graduation requirements. Acceleration ahead in a grade level should be approached with caution and should only occur with the joint approval of the superintendent, the principal and the parent or guardian.

Legal Reference: Nebraska Statute 79-526

Approved

Reviewed

Revised: July 8, 2024

GRADUATION REQUIREMENTS

Students must successfully complete the courses required by the board and the Nebraska Department of Education in order to graduate.

It shall be the responsibility of the superintendent to ensure that students complete grades one through twelve and that high school students complete credits prior to graduation.

The following credits will be required:

Language Arts	40 credit hours
Science	30 credit hours
Mathematics	30 credit hours
Social Studies	30 credit hours
Physical Education	10 credit hours
Health	5 credit hours
Financial Literacy	5 credit hours
Computer Applications	5 credit hours
Speech	5 credit hours
Fine Arts	5 credit hours

Total Required Hours for Graduation 230 credit hours

The required courses of study will be reviewed by the board annually.

FAFSA

Each student shall complete and submit a Free Application for Federal Student Aid (FAFSA) prior to graduating unless the required opt-out form is submitted by either: (1) the parent or legal guardian; (2) the Principal, if the Principal determines good cause exists for not requiring the student to complete the FAFSA; or (3) an emancipated student or a student of at least 19 years of age.

Course Credit For Nine Weeks Grading Period

Students who receive credit from Heartland High School, or accredited institutions, for course work completed during a nine weeks grading period, will be given credit at one half of the full credits given for the semester. The credits given for the nine weeks may be allowed to meet the requirements for high school level courses and recorded on the student's transcript. Final determination will be made by the school administration.

Special Education Students

Graduation requirements for special education students will be in accordance with the prescribed course of study as described in their Individualized Education Program (IEP). Each student's IEP will include a statement of the projected date of graduation at least 18 months in advance of the projected date and the criteria to be used in determining whether graduation will occur. Prior to the special education student's graduation, the IEP team shall determine whether the graduation criteria have been met.

IDEA Considerations

Graduating with a regular high school diploma or reaching the maximum age of eligibility both result in termination of a student's eligibility for Special Education (IDEA) services. Procedurally, the student's Individualized Education Program (IEP) team must meet to review the student's status and issue the appropriate coding for the student, specifically 210 or 211 as described in the ADVISER Data Elements Manual, a reasonable time before the student's eligibility is terminated. These meetings may be held via the telephone or through a virtual platform (e.g. Zoom, Google, etc.) and should include the student (if possible). The school district must also provide the student with a summary of performance prior to graduation or ending services because of age. Some IEP teams may have already provided a Notice of Graduation or Notice of Ending Services Due to Age to certain students. As this is an issue of IDEA eligibility, the Nebraska Department of Education recommends that school districts make every effort to complete these steps in a timely manner.

Requirements Related to American Civics (Nebraska Revised Statute 79-724)

The requirements within Nebraska Revised Statute 79-724 took effect on September 1, 2019, and the NDE considers 2019-2020 a transition year for implementation. Even so, opportunities may exist in an alternate learning environment to meet requirements within 79-724.

- If a district intends to administer the civics portion of the U.S. Citizenship and Immigration Service Naturalization Test, students are required to take the test twice - once prior to completing 8th grade and a second time prior to completing 12th grade. It may be possible for seniors to complete the second testing in an alternate learning environment. For example, the University of Nebraska High School is offering “Citizenship 101” for free (non-credit), and it prepares students to take the naturalization test at the completion.
- For districts that intend to have students attend/participate in a meeting of a public body OR complete a project/paper and class presentation as outlined in 79-724, those requirements may also be met in an alternate learning environment.

Approved:

Review:

Revised: August 14, 2023

CHILDFIND

All children with disabilities from birth to age twenty-one residing in the district, including children with disabilities who are homeless children or wards of the state and children with disabilities attending non-public schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services. The district will provide multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process. These will include annual mailings sent to families with school-aged children and a link on the district's website. The district will accept referrals from parents, school staff and state and local agencies. Each school building will have a designated contact person who is knowledgeable about the district procedures, and the district will designate a contact person to oversee the child find process. The child find process will be consistent with Federal and state regulations.

Student Assistance Teams (SAT)

The SAT shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education for students experiencing difficulties in school. The SAT will be tailored to the difficulties facing the individual student and will be comprised of building staff identified as appropriate to the content areas causing these difficulties. The team will review the strengths and interests of the student and document all viable problem-solving and intervention strategies to help the student be more successful in school. The district will generally work to assist a student through the SAT process prior to evaluating the student for possible verification under Section 504 of the Rehabilitation Act or Rule 51. The length of the SAT process will vary according to the needs of the student.

If a parent refers a child for a special education evaluation, the school district should discuss with the parent the use of the student assistance team. The discussion should include information regarding the requirements for a student assistance team, the timelines and the personnel which will be included on the team.

If, after conducting the SAT problem-solving and intervention strategies, the district suspects the child may have a disability, a referral for a special education evaluation must be completed. The school district must seek consent from the parent prior to conducting an evaluation to determine eligibility for special education services. However, parents can request an evaluation at any time during the SAT activities, and the school district must either obtain consent to evaluate and begin the evaluation, or, if the school district declines the parent's request, issue a prior written notice as required by 92 NAC 51-009.05. Additionally, if at any time during the SAT process the district suspects the student has a disability and requires special education and related services, the district must seek consent to conduct an evaluation to determine eligibility for special education services.

Multidisciplinary Team (MDT)

If the SAT determines that all viable alternatives have been explored after faithfully and consistently implementing the intervention strategies recommended by the SAT, a referral for multidisciplinary evaluation shall be completed in accordance with Rule 51. The MDT is comprised of the student's parent and building staff including such individuals as the school psychologist, general and special education teachers, and related service providers or specialists as appropriate to the content areas causing difficulties for the student.

The MDT will be established to evaluate the child and review all existing educational assessments and other relevant observations to report whether the student has a disability, and if the disability is such that the child is eligible for special education and related services or needs additional or modified special education to meet the goals of the student's IEP or the general goals of the school district's curriculum. An MDT report including the assessment results that were used in determining whether the child is eligible for special education will be shared with the parent or guardian following receipt of consents and issuance of meeting notices as shown below.

The district will utilize a Consent for Initial Evaluation asking for the parent/guardian's written consent to conduct a special education evaluation. The stated purpose of this evaluation will be to determine if the student meets the state and federal criteria as a child with a disability and stating this evaluation must be completed before the student can receive special education or related services.

The district will issue the MDT Meeting Notice inviting the parent or guardian to attend a meeting concerning their student's special education evaluation and potential eligibility for special education and related services. The parent or guardian will be notified of the parent's right to participate in any meeting regarding the student's special education evaluation, individual education plan (IEP), and placement. If the student is already receiving special education and related services, the evaluation information is reviewed every three years.

The IEP Meeting Notice will be utilized to invite the parent or guardian to attend a meeting concerning the student's IEP meeting. It will state that the plan is updated annually, and the parent or guardian has the right to participate in any meeting regarding the student's special education evaluation, IEP, and placement.

Independent Education Evaluations (IEEs)

When a student's parent requests an IEE, the district's special education director will promptly respond in writing that either an independent educational evaluation will be provided at public expense, or the district will initiate a hearing in accordance with Rule 55 to show that its evaluation is appropriate. The written response will include a copy of this policy and if appropriate, identify at least one qualified individual who is appropriate to conduct the evaluation within the geographic area. These evaluations will become part of the decision-making process.

NDE documents "Rule 51, Special Education Program" and "Policies and Procedures Guidance Documents" shall serve as administrative procedures to this policy. The entire documents can be found at <https://www.education.ne.gov/sped/regulationspolicies>.

Approved

Reviewed

Revised: July 8, 2024

INDIVIDUALIZED EDUCATION PROGRAM AND FAMILY SERVICES PLAN

A meeting to develop an IEP for a child must be held within thirty (30) calendar days of a determination that the child needs special education and related services, and it must review the child's IEP not less than annually. After the initial IEP meeting, it must be in effect at the beginning of each school year. The school district shall encourage the consolidation of reevaluation meetings for the child and other IEP team meetings as much as possible. Alternative means of meeting participation, such as video conferences and conference calls, may be used by the district and parent by mutual agreement.

The district ensures that an Individualized Education Program (IEP), or an Individualized Family Service Plan (IFSP) is developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007. Prior to considering any draft of an IEP as final it shall be reviewed and revised based on discussion and decisions of the team including the parent, guardian or surrogate. Reasonable efforts will be made to obtain informed consent from the parent, guardian, or surrogate regarding special education placement on the IEP before services are begun.

Strategies to meet transition objectives shall be in place beginning not later than the first IEP to be in effect when the child turns 14 and updated annually thereafter. This shall include appropriate measurable postsecondary goals based upon age-appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills. It will also include transition services (including courses of study) needed to assist the child in reaching those goals. If a participating agency other than the school district fails to provide the transition services described in the IEP, the school district shall reconvene the IEP team to identify alternative strategies to meet the transition objectives for the child set out in the IEP.

Every report of alleged violations of the district's special education policies that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of these policies, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of the special education policies.

NDE documents "Rule 51, Special Education Program" and "Policies and Procedures Guidance Documents" shall serve as administrative procedures to this policy. The entire documents can be found at <https://www.education.ne.gov/sped/regulationspolicies>.

Approved

Reviewed

Revised: July 8, 2024

PURCHASING PROCEDURES

The Board recognizes the importance of a sound fiscal management program and expects the district to maintain an efficient and consistent procedure in purchasing materials and services for the school district.

All purchasing for the district will adhere to an approved purchase process that clearly establishes the contractual arrangement between the supplier and the school district.

Requests for equipment, materials, books, supplies, reimbursement claims and subsidiary accounts shall be made through the principal to the superintendent. No payment of a bill will be made without proper purchase documentation. The board may enter into multi-year contracts for periods not to exceed seven years, for the provision of utility services, refuse disposal, transportation services, maintenance services, financial services, insurance, security services, and instructional materials, supplies, and equipment. Any school employee who orders any supplies or equipment without authorization of the Superintendent shall be personally liable for payment for the supplies or equipment purchased. School employees or students purchasing supplies and equipment out of an activity account must first secure authorization from the Superintendent authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.

The superintendent shall have the authority to authorize purchases costing under \$15,000 without prior board approval. When it is reasonable and practical to do so, the superintendent will request competitive bids for goods and services to ensure the best use of the district's financial resources. Competitive sealed bids are required in many instances for construction, remodeling or repair of school-owned buildings or site improvements that cost \$100,000 or more.

When obtaining competitive bids, the purchase will be made from the lowest responsible bidder based upon total cost considerations including, but not limited to, the cost of the goods and services being purchased, availability of service and/or repair, delivery date, the targeted small business procurement goal and other factors deemed relevant by the board.

Notwithstanding anything to the contrary, no employee may enter into any agreement or understanding on behalf of the District that may financially benefit the employee, member of the employee's immediate family, or a business with which the employee is associated, unless the Board of Education approves such contract or arrangement in advance.

The district will follow NDE guidelines and applicable state statutes for any purchases made through the Nebraska Department of Administrative Services.

Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.
2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference: Neb. Rev. Stat. Sec. 13-610
 Neb. Rev. Stat. Sec. 49-1401, et seq
 Neb. Statute 73-106
 Neb. Statute 79-515
 Neb. Statute 79-10,104

Approved

Reviewed

Revised: July 8, 2024

CONTRACTING FOR SERVICES

Contractual services which by their nature are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill, where the ability or fitness of the individual plays an important part, are not subject to bid but are subject to approval by the Board of Education in conformity with established policy.

Every contract for services to be provided to [Name] Public Schools shall require that the contractor use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Such requirement shall be deemed to be included and a part of the terms of every contract for services with the School District, including but not limited to oral contracts.

For any company that submits a bid or proposal for any technology-related product or service, and before entering into any contract with any company for any technology-related product or service, the company must certify that: (1) the company is not a scrutinized company (as defined by law); (2) the company will not subcontract with any scrutinized company for any aspect of the performance of the contemplated contract; and (3) that any products or services to be provided do not originate with a scrutinized company. The District will not knowingly enter into any contract with any scrutinized company.

Legal Reference: Neb. Rev. Stat. Sec. 4-114
 LB 1300 (2024)

Approved: July 8, 2024

Reviewed

Revised

FREE OR REDUCED COST MEALS ELIGIBILITY AND MEAL CHARGES

The district shall comply with all state and federal laws applying to providing free and reduced meals under the National School Lunch Program, School Breakfast Program, and other related federal grant programs.

Free or Reduced Meals Eligibility

Families of students enrolled in the district who wish to qualify for free or reduced price meals may submit an application on or after July 1 for the current school year. If the financial situation of a household changes during the school year, they may submit a new application to become eligible. Applications are available at the Central Administrative Office of the school building.

Meal Charges

The written meal charge policy and guidelines shall be in place before the beginning of each school year and parents shall be advised of the available payment systems and meal prices. The district will encourage pre-payment of meal balances but the district must include a method for adding funds during the school day such as cash payments at the school office. A qualifying student with money to purchase a reduced price meal must be provided the meal; the district may not use that money for previously unpaid charges if the student intended to buy a meal that day.

All balances remaining in accounts shall carry over to the next month. Balances of households qualifying for free or reduced meals with funds remaining in the account at the end of the school year shall receive a refund. The district shall attempt to contact the household of all students transferring out or graduating from the district to return any unused funds remaining in the student's account. The district may set varying meal charge guidelines for students of different grade levels including charges relating to alternate meals, ala carte items and limits on charges that a parent may set for a student's daily lunch expenditures.

The district must set written guidelines regarding the collection of delinquent meal charges such as the amount of delinquent meal charges which initiate an established collection process, providing notice to households of those students and carrying out appropriate follow-up. Unpaid meal charges are classified as "delinquent debt" and remain on the food service accounting documents until they are collected or written off as uncollectible.

The following procedures will be followed in regard to all students' charging of meals:

- Access to the home use of school owned technology may be suspended for students with a negative lunch balance.
- No ala carte items may be purchased by students with a negative balance.
- An unpaid negative balance for 30 consecutive days may be taken to small claims court for resolution.

The district will not use a debt collection agency to directly or indirectly collect, or attempt to collect, debts due or assessed to be owed on a school lunch or breakfast account of any student nor will it assess or collect any interest, fees, or other monetary penalties for outstanding debts on a school lunch or breakfast account of any student.

Guidelines must also cover how the district will handle situations where children eligible for reduced price meals do not have money in their accounts to cover the cost of their meal at the time of service. Households must be notified of all payment methods used by the district, including any fees. At least one payment method must be free of charge. The district cannot solely require the use of an online payment system; another option must be available.

Confidentiality

The information provided by families on the free and reduced price application will be used only for determining eligibility for meal or milk benefits and verification of eligibility. Only staff members and organizations carrying out the activities of the School Lunch Act shall have access to this information.

The district should use methods of lunch payment systems such as pre-payment to avoid openly identifying children who qualify for free or reduced meals. Meal cards, tickets, tokens or other methods of payment must not be coded or colored to identify such status.

Policy Communication

This policy will be provided in writing to all households at the start of each school year and to households that transfer to the district during the school year.

This policy will also be provided annually to all district staff responsible for enforcing the policy including food service professionals. Staff members such as counselors, school nurses, homeless liaisons, and others assisting students in need should also be informed of the policy.

The district will maintain documentation of the annual distribution of this policy.

It shall be the responsibility of the superintendent to implement this policy.

Legal Reference: 42 U.S.C. §§ 1751 et seq.
7 C.F.R. §§ 210 et seq.
USDA Unpaid Meal Charges, SP 46-2016, 47-2016 and 57-2016.

Cross Reference: 504.19 Student Fees

Approved

Reviewed

Revised: July 8, 2024

PUBLIC EXAMINATION OF SCHOOL DISTRICT RECORDS

Public records of the school district may be viewed by the public during the regular business hours of the administration offices of the school district. These hours are 9:00 a.m. to 4:00 p.m. Monday through Friday, except for holidays and recesses.

Records defined by law as confidential records shall be viewed or copied upon receipt of written permission by the administration office from the person or entity whose confidential records are being requested. Lacking such permission, the superintendent will issue a written denial of the request.

Persons wishing to view the school district's public records shall contact the central administration office and make arrangements for the viewing. The office personnel will make arrangements for viewing the records as soon as practicable, and within 4 business days if possible.

Nebraska residents wanting copies shall submit a written request and may be assessed a fee for the copies not to exceed the actual costs. If responding to the request is expected to cost more than \$50.00 or require more than eight cumulative hours of searching, identifying, physically redacting, or copying, the office may obtain an advance deposit equal to the estimated cost. Records will not be made available in any form in which that record is not already maintained or produced. Persons making requests to use their own copying equipment must make arrangements satisfactory to the administration office.

Nonresidents shall submit a written request and may be charged fees including public employee salaries and attorneys' fees as allowed by state law.

It shall be the responsibility of the administration office to maintain accurate and current records of the school district. It shall be the responsibility of the office to respond in a timely manner to requests for viewing and receiving public information of the school district. If the office is unable to provide the requested records within 4 business days, the secretary will issue a written explanation with a revised date for completion, an estimate of cost, and allow the requester to modify or prioritize the information request.

Legal Reference: Nebraska Statutes 84-712.0 et seq.

Cross Reference: 507.01 Student Records Access

Approved

Reviewed

Revised: July 8, 2024

**Minutes for
Heartland Community Schools
Board of Education Regular Meeting**

Monday, May 13, 2024 8:00 PM
Conference Room
1501 Front St
Henderson, NE 68371-8929

Notice of the meeting was posted in the Henderson News on May 9, 2024.

MISSION STATEMENT:

Heartland Community School strives to provide challenging educational opportunities for ALL students to reach their highest level of excellence.

Mr. Gary Braun: Present
Lacey Gloystein: Present
Ryan Goertzen: Present
Jen Hiebner: Present
Tyler Newton: Present
Tammy Ott: Absent

Newton - motion to excuse the absence of Tamm Ott

Goertzen - 2nd

5-0

1. **Preliminary Procedures**

1.1. **Call to Order**

1.2. **Recognize Notice of Meeting**

1.3. **Recognize Open Meetings Act Posting**

1.4. **Roll Call**

Excuse the absence of Tammy Ott Passed with a motion by Tyler Newton and a second by Ryan Goertzen.

Mr. Gary Braun: Yea, Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Tyler Newton: Yea

2. **Public Comments On Agenda Items**

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

3. **Reports**

3.1. **Superintendent's Report**

At the conclusion of the superintendent's report, the high school robotics team presented to the Board on their year and their performances. The group provided a brief demonstration for the Board.

3.2. **Principals' Reports**

4. **Discussion Items**

4.1. **Policy Review: Sections 303, 304, 305**

4.2. **Summer Projects Summary**

5. **Action Items**

5.1. **Authorize Carpet Replacement Expenditure**

Authorize the superintendent complete carpet replacement at cost not to exceed \$20,000. Passed with a

motion by Lacey Gloystein and a second by Jen Hiebner.

Mr. Gary Braun: Yea, Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Tyler Newton: Yea

6. Future Agenda Items

6.1. Next Regular Meeting: Monday, June 10, 2024; 8 PM

6.2. Potential Special Meeting: Monday, May 20, 2024 @ 8 PM

Board will meet at 8 PM on Monday, May 20, 2024.

7. Consent Agenda

Approve the Consent Agenda. Passed with a motion by Tyler Newton and a second by Jen Hiebner.

Mr. Gary Braun: Yea, Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Tyler Newton: Yea

7.1. Approval of Minutes

7.1.1. *Regular Meeting: Monday, April 8, 2024*

7.1.2. *Special Meeting: Monday, April 15, 2024*

7.1.3. *Special Meeting: Monday, April 29, 2024*

7.2. Approval of Treasurer's Report

7.3. Approval of Claims

7.4. Financial Reports

7.5. Overnight & Out of State Travel Request - FBLA Nationals; Orlando, FL

8. Adjournment

Motion to adjourn. Meeting adjourned at 9:03 PM. Passed with a motion by Tyler Newton and a second by Jen Hiebner.

Mr. Gary Braun: Yea, Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Tyler Newton: Yea

Board President

Board Secretary

**Minutes for
Heartland Community Schools
Board of Education Special Meeting**

Monday, May 20, 2024 8:00 PM
Conference Room
1501 Front St
Henderson, NE 68371-8929

Advance public notice of the meeting was published in the May 16, 2024 edition of The Henderson News.

MISSION STATEMENT:

Heartland Community School strives to provide challenging educational opportunities for ALL students to reach their highest level of excellence.

Mr. Gary Braun: Present
Lacey Gloystein: Present
Ryan Goertzen: Present
Jen Hiebner: Present
Tyler Newton: Present
Tammy Ott: Present

1. Preliminary Procedures

1.1. Call to Order

1.2. Recognize Notice of Meeting

1.3. Recognize Open Meetings Act Posting

1.4. Roll Call

2. Public Comments On Agenda Items

Nebraska Revised Statute 84-1412 requires members of the public desiring to provide comments to the board to identify himself or herself, including an address, and the name of any organization represented by such person. A form is provided at the meeting for individuals to complete and to submit to the superintendent prior to speaking for the purposes of efficiently providing this information.

3. Discussion Items

3.1. Initial Engagement Timeline

Mr. Klein discussed the facilities project initial engagement timeline and milestones. Special board meeting date for bid approval is set for June 25th at 12pm.

3.2. Bond Liquidation

The Board will plan to adopt a resolution to authorize the sale of bonds at the regular June 10th board meeting. Decisions about the actual sale of the bonds can be made after the resolution authorizing the sale of the bonds is adopted.

3.3. Solicitation, Bid, And Design

The board discussed questions, observations, and suggestions prior to initiating the bid solicitation process. Bid solicitation will begin on or about May 22, 2024.

4. Closed Session

Exited closed session at 9:32pm

Motion to enter closed session for the purpose of conducting a strategy session on potential real estate purchase. Passed with a motion by Tyler Newton and a second by Jen Hiebner.

Mr. Gary Braun: Yea, Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Tyler Newton: Yea, Tammy Ott: Yea

4.1. Strategy Session Related To Potential Purchase Of Real Estate

5. **Adjournment**

Motion to adjourn at 9:33pm Passed with a motion by Tyler Newton and a second by Jen Hiebner.

Mr. Gary Braun: Yea, Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Tyler Newton: Yea, Tammy Ott: Yea

Board President

Board Secretary

HEARTLAND COMMUNITY SCHOOLS-HENDERSON/BRADSHAW

General Fund Treasurer's Statement for

Month Ending May 31, 2024

	CHECKING	SAVINGS	TOTAL
Balance May 1, 2024	\$495,175.38	\$1,993,646.71	\$2,488,822.09
Receipts:			
York/Fillmore/Hamilton Co Taxes	\$1,364,833.46		\$1,364,833.46
State of Nebraska:			
- SPED Reimbursement	\$96,376.00		\$96,376.00
- TEEOSA	\$55,620.00		\$55,620.00
- Medicaid Reimbursement			\$0.00
- Apportionment			\$0.00
- Title IA			\$0.00
- Title IIA			\$0.00
- Career Education			\$0.00
- IDEA			\$0.00
Other:			
- Interest	\$323.06	\$5,173.65	\$5,496.71
- Preschool Tuition	\$5,655.00		\$5,655.00
- Rental of Facilities			\$0.00
- ESU6			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal:	\$1,522,807.52	\$5,173.65	\$1,527,981.17
Transfer to MMA			
Total Funds Available:	\$2,017,982.90	\$1,998,820.36	\$4,016,803.26
Less Disbursements	\$485,617.42		\$485,617.42
Balance May 31, 2024	\$1,532,365.48	\$1,998,820.36	\$3,531,185.84

<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
Checking	1		
Checking	1 Fund: 01	GENERAL FUND	
31316	ACT FINANCE	SUPPLIES	592.00
31317	AGTAC SERVICES	JANITORIAL SERVICES	8,587.00
31318	AMAZON CAPITAL SERVICES	SUPPLIES	153.04
31319	AMPLIFY EDUCATION	RENEWAL	2,509.46
31320	AURORA PUBLIC SCHOOLS	REGISTRATION	1,116.14
31321	BIO CORPORATION	SUPPLIES	153.50
31322	BLACK HILLS ENERGY	NATURAL GAS	683.80
31323	BREATH OF LIFE	SERVICES	150.00
31324	BURTON ENTERPRISES	TRASH REMOVAL	220.00
31325	CENTRAL NEBRASKA REHABILITATION SERVICES	SERVICES	8,366.20
31326	CENTRAL VALLEY AG	SERVICES	2,763.09
31327	CHEMSEARCH	SUPPLIES	180.00
31328	CITY OF HENDERSON	WATER/SEWER	577.80
31329	CRITEL ENTERPRISES, LLC	SERVICES	1,043.50
31330	DAS STATE ACCT-CENTRAL FINANCE	STATE REPORTING	267.63
31331	EAKES OFFICE SOLUTIONS	SUPPLIES	1,947.46
31332	ESU 6	SERVICES	370.72
31333	ESU 7	SERVICES	390.00
31334	ESU 9	SERVICES	625.00
31335	FILLMORE COUNTY HOSPITAL	SERVICES	5,916.67
31336	FIVE STAR TRUCK CENTER	BUS WASH	130.00
31337	FOLLETT CONTENT SOLUTIONS	BOOKS	609.69
31338	GLOBAL INDUSTRIAL	SUPPLIES	235.95
31339	GRAINGER	SUPPLIES	669.49
31340	HARVEST RIGHT	SUPPLIES	2,695.00
31341	HD SUPPLY	SUPPLIES	322.44
31342	HENDERSON FOOD MART	SUPPLIES	159.02
31343	HENDERSON MEAT PROCESSOR	SUPPLIES	40.05
31344	HENDERSON MOTORS	SERVICES	5,552.50
31345	HOMETOWN LEASING	COPY MACHINE LEASE	1,429.54
31346	HOUGHTON MIFFLIN HARCOURT	SUPPLIES	3,600.00
31347	INSPIRA FINANCIAL	CAFETERIA 125 PLAN	1,051.09
31348	INSTRUMENTALIST AWARDS LLC	SUPPLIES	32.50
31349	INTEGRATED SECURITY SOLUTIONS	INSPECTIONS	722.00
31350	J.W. PEPPER & SON	SUPPLIES	39.98
31351	JB PRESS	SERVICES	6.36
31352	KSB SCHOOL LAW	LEGAL SERVICES	295.00
31353	LIBRARY STORE, THE	SUPPLIES	395.01
31354	LINCOLN JOURNAL STAR	ADVERTISING	335.00
31355	MAINSTAY COMMUNICATIONS	TELEPHONE	358.53
31356	MATHESON TRI GAS INC	SUPPLIES	77.83
31357	MAY, JANET	SERVICES	77.50
31358	MCI	TELEPHONE	78.64
31359	MENARDS	SUPPLIES	579.26
31360	MID-WEST 3D SOLUTIONS, LLC	EQUIPMENT	2,474.00

<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
31361	MILFORD PUBLIC SCHOOLS	PRINTER CARTIRIDGES	4,640.00
31362	NCSA	REGISTRATION	435.00
31363	NICK'S FARM STORE	SUPPLIES	741.89
31364	PAPER TIGER SHREDDING	SERVICES	70.00
31365	PERENNIAL PUBLIC POWER DISTRICT	ELECTRICITY	3,599.13
31366	PIONEER ATHLETICS & MTP	SUPPLIES	770.20
31367	QUADIENT LEASING	POSTAGE MACHINE	1,216.98
31368	QUILL	SUPPLIES	227.37
31369	SALTINE	SERVICES	720.00
31370	SCHOOLMATE	SUPPLIES	115.00
31371	SERVICE PRESS	SERVICES	132.80
31372	STUDENT ASSURANCE SERVICES, INC.	STUDENT INSURANCE	940.00
31373	TIME MANAGEMENT SYSTEMS	SERVICES	128.14
31374	TOBII DYNAVOX	SUBSCRIPTION	199.00
31375	TRI COUNTY AUTO	SERVICES	771.97
31376	U.S. BANK	SUPPLIES	2,092.37
31377	UNITE PRIVATE NETWORKS	SERVICES	322.93
2115	UNITED STATES POSTAL SERVICE	NEWSLETTER	202.13
31378	VERIZON WIRELESS	TELEPHONE	168.76
31379	VNOUCEK, KELSEY	REIMBURSEMENT	1,055.73
Fund Total:			77,128.79
Checking Account Total:			77,128.79

Checking

6

Checking 6 Fund: 06 SCHOOL LUNCH/MILK FUND

4269	HILAND DAIRY	SUPPLIES	497.25
4270	US FOODS	SUPPLIES	3,954.62
Fund Total:			4,451.87
Checking Account Total:			4,451.87

Checking

7

Checking 7 Fund: 07 BOND FUND

1003	CORNERSTONE BANK	SERVICES	144,981.25
Fund Total:			144,981.25
Checking Account Total:			144,981.25

HEARTLAND COMMUNITY SCHOOLS

Fund Account Balances

	May 31, 2023	May 31, 2024
General Fund	\$3,149,277.70	\$3,531,185.84
Activity Fund	\$96,699.94	\$94,721.50
School Lunch Fund	\$171,278.03	\$140,827.83
Depreciation Fund	\$465,542.42	\$710,242.64
Unemployment Fund	\$3,015.40	\$3,047.63
Qualified Capital Purpose Fund	\$0.00	\$0.00
Special Building Fund	\$12,845,915.01	\$74,252,225.12
Bond Fund	\$343,801.87	\$417,896.27

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2023 - 05/2024

Regular; Beginning Month 09/2023; Processing Month 05/2024; Active Chart of Account Number True; Fund Number 05

Fund: 05 ACTIVITIES 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 0101	FOOTBALL	(675.00)	4,942.24	3,887.00	0.00	(1,730.24)
05 704 0102	VOLLEYBALL	0.00	3,765.00	3,852.74	0.00	87.74
05 704 0103	BOYS BASKETBALL	0.00	5,687.25	4,559.82	0.00	(1,127.43)
05 704 0104	GIRLS BASKETBALL	0.00	5,192.24	3,575.68	0.00	(1,616.56)
05 704 0105	TRACK	0.00	6,513.05	2,591.00	0.00	(3,922.05)
05 704 0107	GENERAL ATHLETICS	0.00	2,006.12	0.00	0.00	(2,006.12)
05 704 0110	JH FOOTBALL	0.00	546.00	0.00	0.00	(546.00)
05 704 0111	JH VOLLEYBALL	(180.00)	935.00	0.00	0.00	(1,115.00)
05 704 0112	JH BOYS BASKETBALL	0.00	2,568.85	0.00	0.00	(2,568.85)
05 704 0113	JH GIRLS BASKETBALL	0.00	2,094.19	0.00	0.00	(2,094.19)
05 704 0114	JH TRACK	0.00	480.00	900.00	0.00	420.00
05 704 0116	SEASON PASS	5,030.00	0.00	3,150.00	0.00	8,180.00
05 704 0117	GIRLS GOLF	(125.00)	5,613.53	1,860.00	0.00	(3,878.53)
05 704 0118	BOYS GOLF	0.00	6,730.94	1,500.00	0.00	(5,230.94)
05 704 0119	DISTRICT ACCOUNT	0.00	0.00	0.00	0.00	0.00
05 704 0120	CONFERENCE ACCOUNT	0.00	0.00	0.00	0.00	0.00
05 704 0129	COACH - FB	1,178.25	0.00	574.70	0.00	1,752.95
05 704 0130	COACH - VB	70.87	0.00	0.00	0.00	70.87
05 704 0131	COACH - GIRLS BB	3,306.80	953.74	493.63	0.00	2,846.69
05 704 0132	COACH - BOYS BB	2,226.18	800.00	0.00	0.00	1,426.18
05 704 0133	COACH - JH BB	555.00	0.00	0.00	0.00	555.00
05 704 0135	COACH - GIRLS GOLF	391.80	0.00	100.00	0.00	491.80
05 704 0136	COACH - BOYS GOLF	1,937.10	2,973.49	3,021.75	0.00	1,985.36
05 704 0137	COACH - TRACK	1,741.38	677.00	1,556.78	0.00	2,621.16
05 704 0138	COACH - JH VB	339.49	0.00	0.00	0.00	339.49
05 704 0200	BAND UNIFORMS	735.69	0.00	0.00	0.00	735.69
05 704 0201	BAND	1,734.04	445.30	142.20	0.00	1,430.94
05 704 0202	CHORUS	1,589.50	139.86	0.00	0.00	1,449.64
05 704 0203	MARCHING SHOES	(0.34)	528.52	0.00	0.00	(528.86)
05 704 0204	VOCAL CLINIC	580.05	8,872.14	9,347.00	0.00	1,054.91
05 704 0206	MUSIC TRIP	3,280.15	4,913.00	614.52	0.00	(1,018.33)
05 704 0207	DISTRICT MUSIC	2,847.09	0.00	0.00	0.00	2,847.09
05 704 0301	ART	2,800.40	263.19	400.00	0.00	2,937.21
05 704 0302	MUSICAL	(9.00)	3,440.41	0.00	0.00	(3,449.41)
05 704 0304	ALL SCHOOL PLAY	5,817.61	565.38	890.00	0.00	6,142.23
05 704 0305	ONE ACT	(150.00)	851.43	0.00	0.00	(1,001.43)
05 704 0403	FBLA	2,819.37	4,510.34	2,948.27	0.00	1,257.30

Activity Fund Balance Report - Summary - Exclude Encumbrances
09/2023 - 05/2024

Regular; Beginning Month 09/2023; Processing Month 05/2024; Active Chart of Account Number True; Fund Number 05

Fund: 05 ACTIVITIES 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 0404	IND TECH/AG PROJECTS	(199.17)	1,957.50	707.37	0.00	(1,449.30)
05 704 0405	FFA	2,692.56	21,878.14	23,234.00	0.00	4,048.42
05 704 0407	SCIENCE CLUB	1,229.12	0.00	0.00	0.00	1,229.12
05 704 0408	BIOLOGY/ENGLISH TRIP	367.20	0.00	0.00	0.00	367.20
05 704 0409	QUIZ BOWL/MATH CLUB	89.36	249.00	478.19	0.00	318.55
05 704 0410	COACH - JH ROBOTICS	297.40	0.00	685.83	0.00	983.23
05 704 0411	COACH - HS ROBOTICS	702.15	0.00	0.00	0.00	702.15
05 704 0450	JH ROBOTICS	2,787.54	479.95	0.00	0.00	2,307.59
05 704 0451	HS ROBOTICS	743.50	1,899.29	0.00	0.00	(1,155.79)
05 704 0500	CLASS OF 2020	0.00	0.00	0.00	0.00	0.00
05 704 0501	CLASS OF 2021	0.00	0.00	0.00	0.00	0.00
05 704 0502	CLASS OF 2022	0.00	0.00	0.00	0.00	0.00
05 704 0503	CLASS OF 2023	359.35	91.05	0.00	0.00	268.30
05 704 0504	CLASS OF 2024	1,806.53	1,298.46	0.00	0.00	508.07
05 704 0505	CLASS OF 2025	5,637.60	6,968.58	2,751.00	0.00	1,420.02
05 704 0506	CLASS OF 2026	2,583.98	0.00	2,389.49	0.00	4,973.47
05 704 0507	CLASS OF 2027	0.00	0.00	2,222.70	0.00	2,222.70
05 704 0508	CLASS OF 2028	0.00	0.00	0.00	0.00	0.00
05 704 0509	CLASS OF 2029	0.00	0.00	0.00	0.00	0.00
05 704 0601	NATIONAL HONOR SOCIETY	1,058.83	2,064.17	1,429.10	0.00	423.76
05 704 0701	HCS CUSTOMS	1,312.27	6,960.73	6,154.20	0.00	505.74
05 704 0709	YEARBOOK	161.40	4,267.98	5,585.00	0.00	1,478.42
05 704 0801	STUDENT COUNCIL	212.92	1,318.03	695.16	0.00	(409.95)
05 704 0802	CONCESSIONS	(699.97)	25,543.01	25,966.27	0.00	(276.71)
05 704 0804	INTEREST ON ACT ACCT	88.41	0.00	75.16	0.00	163.57
05 704 0805	LOCKERS PROJECT	0.00	0.00	0.00	0.00	0.00
05 704 0806	ELEM STUDENT COUNCIL	2,565.71	292.10	553.28	0.00	2,826.89
05 704 0810	JH HOMEROOM	0.00	0.00	0.00	0.00	0.00
05 704 0913	REVOLVING - SECONDARY	0.00	0.00	0.00	0.00	0.00
05 704 0914	REVOLVING - ELEMENTARY	0.00	0.00	0.00	0.00	0.00
05 704 0915	STUDENT SUPPLIES	250.00	0.00	200.00	0.00	450.00
05 704 0918	JOHN BAYLOR TEST PREP	2,200.00	0.00	0.00	0.00	2,200.00
05 704 0924	OTT SCHOLARSHIP	28,475.68	1,000.00	247.94	0.00	27,723.62
05 704 0930	MONSANTO/BAYER GRANT	0.00	0.00	0.00	0.00	0.00
05 704 0936	FIELD TRIP GRANT	4,273.89	0.00	0.00	0.00	4,273.89
05 704 0937	CIRCLE OF FRIENDS AUTISM GRANT	828.84	0.00	0.00	0.00	828.84
05 704 0938	IF KIDS COULD CURE GRANT	6,518.63	0.00	0.00	0.00	6,518.63

Activity Fund Balance Report - Summary - Exclude Encumbrances
09/2023 - 05/2024

Regular; Beginning Month 09/2023; Processing Month 05/2024; Active Chart of Account Number True; Fund Number 05

Fund: 05 ACTIVITIES 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 0939	GIRLS ON THE RUN	657.75	34.86	0.00	0.00	622.89
05 704 0940	HUSKIE BEEF	0.00	0.00	0.00	0.00	0.00
05 704 0941	EARLY INTERVENTION	1,000.00	0.00	0.00	0.00	1,000.00
05 704 0950	COMPUTER DEPOSITS	14,006.54	0.00	4,360.50	0.00	18,367.04
05 704 0951	STAFF LOUNGE ACCOUNT	818.97	567.75	0.00	0.00	251.22
05 704 0952	EHA ELEVATE PROGRAM	2,676.03	3,924.42	5,480.00	0.00	4,231.61
Fund Total: 05		123,344.45	157,803.23	129,180.28	0.00	94,721.50

Expenditure Summary

Regular; Processing Month 05/2024; Fund Number 01

User ID: CJG

Function Number		Revised Budget	Activity During Month	Activity to Date	Balance at EOM	% of Budget
Expenditure						
01	GENERAL FUND					
1100	REGULAR INSTRUCTION	2,863,454.00	229,591.59	1,975,915.42	887,538.58	69.00
1200	SPED - SA	1,008,474.00	58,991.63	520,042.91	488,431.09	51.57
1291	SPED - 3-5	6,949.00	6,718.32	46,221.12	(39,272.12)	665.15
1300	SUMMER SCHOOL	3,499.00	0.00	0.00	3,499.00	0.00
2110	ATTENDANCE & SOCIAL WORK SVCS	0.00	0.00	1,800.00	(1,800.00)	0.00
2120	GUIDANCE SERVICES	102,110.00	9,032.17	70,260.14	31,849.86	68.81
2130	HEALTH SERVICES - GEN ED	11,351.00	0.00	175.83	11,175.17	1.55
2140	PSYCHOLOGICAL SVCS - GEN ED	0.00	1,402.50	9,421.50	(9,421.50)	0.00
2141	PSYCHOLOGICAL SVCS - SPED SA	145,000.00	4,514.17	71,009.93	73,990.07	48.97
2142	PSYCHOLOGICAL SVCS - SPED 3-5	0.00	0.00	4,796.72	(4,796.72)	0.00
2151	SPEECH PATH & AUDIOLOGY SVCS - SPED SA	112,766.00	8,910.09	87,663.06	25,102.94	77.74
2152	SPEECH PATH & AUDIOLOGY SVCS - SPED 3-5	0.00	0.00	339.35	(339.35)	0.00
2153	SPEECH PATH & AUDIOLOGY SVCS - SPED 0-2	0.00	1,112.33	4,705.74	(4,705.74)	0.00
2161	OCCUPATIONAL THERAPY SVCS - SPED SA	49,741.00	4,472.22	37,662.75	12,078.25	75.72
2162	OCCUPATIONAL THERAPY SVCS - SPED 3-5	6,704.00	904.75	3,876.53	2,827.47	57.82
2163	OCCUPATIONAL THERAPY SVCS - SPED 0-2	2,800.00	0.00	1,808.21	991.79	64.58
2171	PHYSICAL THERAPY SVCS - SPED SA	19,289.00	1,428.69	12,696.47	6,592.53	65.82
2172	PHYSICAL THERAPY SVCS - SPED 3-5	2,423.00	759.69	2,426.88	(3.88)	100.16
2173	PHYSICAL THERAPY SVCS - SPED 0-2	5,311.00	706.41	4,566.84	744.16	85.99
2181	VISION SERVICES - SPED SA	7,738.00	718.75	5,819.98	1,918.02	75.21
2182	VISION SERVICES - SPED 3-5	1,200.00	0.00	0.00	1,200.00	0.00
2183	VISION SERVICES - SPED 0-2	1,000.00	0.00	0.00	1,000.00	0.00
2213	INSTRUCTIONAL STAFF TRAINING	25,957.00	198.90	4,069.53	21,887.47	15.68
2220	LIBRARY/MEDIA SERVICES	178,936.00	12,080.98	119,846.72	59,089.28	66.98
2230	INSTRUCTION-RELATED TECHNOLOGY	37,873.00	3,682.45	36,529.46	1,343.54	96.45
2240	ACADEMIC STUDENT ASSESSMENT	22,450.00	0.00	725.00	21,725.00	3.23
2310	BOARD OF EDUCATION	75,500.00	(1,118.92)	27,784.46	47,715.54	36.80
2320	EXECUTIVE ADMINISTRATION	381,248.00	30,044.70	277,470.93	103,777.07	72.78
2330	DISTRICT LEGAL SERVICES	15,000.00	206.50	1,861.50	13,138.50	12.41
2410	OFFICE OF THE PRINCIPAL	394,368.00	31,312.90	278,911.64	115,456.36	70.72
2490	SCHOOL ADMINISTRATION - OTHER	34,171.00	744.55	6,700.91	27,470.09	19.61
2510	FISCAL SERVICES	37,700.00	278.14	13,474.28	24,225.72	35.74
2560	PUBLIC INFORMATION SERVICES	112,075.00	3,608.87	37,232.55	74,842.45	33.22
2580	ADMINISTRATIVE TECHNOLOGY SERVICES	57,567.00	3,697.45	34,669.55	22,897.45	60.22
2610	OPERATION OF BUILDINGS	709,786.00	34,425.12	438,542.24	271,243.76	61.79
2710	VEHICLE OPERATION & PURCH - GEN ED	272,886.00	15,680.48	121,499.04	151,386.96	44.52
2712	VEHICLE OPERATION & PURCH - SPED SA	82,914.00	2,421.02	21,264.77	61,649.23	25.65
2713	VEHICLE OPERATION & PURCH - SPED 3-5	13,052.00	1,299.31	10,235.87	2,816.13	78.42
2730	VEHICLE SERVICING & MAINT - GEN ED	56,250.00	2,948.35	15,266.72	40,983.28	27.14
2732	VEHICLE SERVICING & MAINT - SPED SA	6,000.00	0.00	1,186.91	4,813.09	19.78
2733	VEHICLE SERVICING & MAINT - SPED 3-5	3,000.00	1,385.05	1,927.67	1,072.33	64.26
3300	COMMUNITY SERVICES OPERATIONS	19,499.00	0.00	0.00	19,499.00	0.00
3535	HIGH ABILITY LEARNERS	8,000.00	0.00	15,056.08	(7,056.08)	188.20
3551	CAREER EDUCATION	0.00	0.00	1,534.92	(1,534.92)	0.00
6200	TITLE IA	77,050.00	6,359.06	57,231.56	19,818.44	74.28
6406	IDEA - PRESCHOOL	7,425.00	0.00	0.00	7,425.00	0.00
6408	IDEA - BASE & ENROLLMENT/POVERTY	105,061.00	8,272.83	78,485.56	26,575.44	74.70
6992	REAP	32,000.00	0.00	0.00	32,000.00	0.00
6998	ELE & SEC SCH EMERGENCY RELIEF (ESSERIII)	0.00	0.00	56,939.71	(56,939.71)	0.00
		7,115,577.00	486,791.05	4,519,656.96	2,595,920.04	63.52

Function Number		Revised Budget	Activity During Month	Activity to Date	Balance at EOM	% of Budget
Expenditure						
06		SCHOOL LUNCH/MILK FUND				
3100	FOOD SERVICES OPERATIONS	0.00	26,177.28	217,180.17	(217,180.17)	0.00
		0.00	26,177.28	217,180.17	(217,180.17)	0.00