

Board of Education Regular Meeting
Monday, November 11, 2024 7:00 PM
Notice of the meeting was posted in the Henderson News on
November 7, 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. **Discussion Items**
 - 4.1. **Policy Review: Sections 407 & 408**
 - 4.2. **NASB State Education Conference Registrations & Assembly Delegate**
 - 4.3. **Discuss 23-24 Audit Report**
 - 4.4. **Discuss Property Purchase Agreement With Kroeker Grain & Lumber Co. Inc.**
 - 4.5. **Discuss Site Demo Bid Specifications**
 - 4.6. **Discuss Early Childhood Facility Draft Lease Agreement**
 - 4.7. **Discuss Potential Cooperative Athletics Sponsorships With Hampton Public Schools**

4.8. Discuss Building / Construction Status & Update

5. Action Items

5.1. Approve Property Purchase Agreement With Kroeker Grain & Lumber Co. Inc.

5.2. Authorize Change Order Related To Bleacher Installation Design

6. Future Agenda Items

6.1. Regular Meeting: Monday, December 9, 2024 @ 7 PM

7. Consent Agenda

7.1. Approval of Minutes

7.2. Approval of Treasurer's Report

7.3. Approval of Claims

7.4. Approval Of Construction Claims

7.5. Financial Reports

7.6. Recognize HEA For 26-27 Collective Bargaining

8. Closed Session

8.1. 25-26 Collective Bargaining

9. Adjournment

HEARTLAND ***COMMUNITY SCHOOLS***

**1501 Front Street
Henderson, Nebraska 68371**

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

November 11, 2024

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

Regular November Board Meeting Reminder

Our regular October board meeting is scheduled for Monday, November 11, 2024, at 7 PM in the Conference Room.

NOTE: the time change to 7 PM

The Finance/Negotiations Committee will meet at 6PM, prior to the meeting.

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

Committee Meeting Reminders

Monday, November 11th @ 6 PM: Finance/Negotiations Committee

Wednesday, November 13th @ 10 AM: OAC Mtg.

Consent Agenda: Minutes

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

- Regular Meeting (October 14, 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.

Consent Agenda: Construction Claims

Approval of the consent agenda will include approval of certified construction claims from the Special Building Fund of \$728,098.37 to Hausmann Construction Inc.

Consent Agenda: Recognize HEA For 26-27 Negotiations

As a part of the Consent Agenda, I'll be asking the Board to recognize the Heartland Education Association (HEA) as the sole bargaining agent for 26-27 collective bargaining. This is mostly a formality, but it is a required step in the process. HEA has submitted a request to be recognized for the 26-27 negotiations process. It has been customary for local associations to ask for recognition a year ahead of beginning negotiations for a specific year.

Dates / Events Of Note

November 11: Regular November Board Meeting @ 7 PM (note the time change)

November 18: Start Of HS Winter Practices

November 20-22: NASB State Education Conference

November 27-29: NO SCHOOL – Thanksgiving Break

December 9: Regular December Board Meeting @ 7 PM

December 13: Pancake Day

December 20: Last Day Of 1st Semester

January 6 & 7: Staff Work & Professional Development Days

January 8: Classes Resume – Beginning Of 2nd Semester

January 13: Regular January Board Meeting @ 7 PM

Elementary Principal's Report November, 2024

Kindergarten Field Trip

- October 24th
- Visited the Scarecrow Pumpkin Patch in St. Libory



Perennial Power Assembly

- October 30th
- Perennial Power Brought their trailer this year to provide 4th-6th grade students a live experience.



DARE Graduation

On October 29th, the Fifth Grade class graduated from a ten week D.A.R.E (Drug Abuse Resistance Education) program. The program was taught by Deputy Sheriff Joshua Gillespie from the York County Sheriff's Department. Mr. Gillespie does a wonderful job building relationships with the students and teaching the important life skills throughout the program.



Veterans Day Essay Contest

Topic “Why Veterans are Important to Our Nation’s History and Future

Program - 9:00am - Monday, November 11, 2024 - Reception following program for Veterans and families in the cafeteria

4th - 6th Division

First Place - Mckinley Hiebner (5th Grade)
Second Place - Adelaide Bartek (4th Grade)
Third Place - Landon Thieszen (5th Grade)

7th - 12th Division

First Place - Ryker Stebbing (7th Grade)
Second Place - Lakyn Quiring (7th Grade)
Third Place - Tori Thieszen (7th Grade)

Thanks to Henderson State Bank for sponsoring the contest with monetary prizes.
Elementary “Huskie Time” Groups made cards of appreciation for the Veterans in attendance.

Principal's Report

1. Student Performance:

- Congratulations to our students named to All-State Music:
 - High School: Zach Miller, Braden Janzen (Hayden Powers, alternate)
 - Concert will be Friday, November 22
 - Middle School: Jagger Regier
 - Concert will be Wednesday, November 20
- One Act Performances-
 - @ York High School, November 9
 - @ Kearney High School, November 16
 - SNC- November 19, @ Wilber-Clatonia
 - Community Performance, Heartland Theater, November 21 at 7:00pm
 - Districts- December 2, @ Southern Valley
- Congratulations to the Heartland Land Judging students of David Hiebner, Madalyn Janzen, Brian Bearinger, Thane Wetjen for qualifying for State Land Judging.

2. Professional Development

- ELA and Math Curriculum

4. [Multicultural Report](#)

Upcoming Events:

November 26 Fall Band Concert, grades 6-12, 7:30PM

Beginning December 9 NHS/FFA/FBLA Food Drive begins

Heartland Community Elementary School

Multicultural Report

Updated 2024 - 2025 School Year

Multicultural Education Mission:

To create and support programs, services, and resources, dedicated to fostering an environment of exploration and raising empowerment, as well as collaboration and celebration of many diverse cultural people, places, celebrations, and the like.

Multicultural Education Goals:

To create an inclusive learning community by emphasizing and exploring diverse identities, areas of the world, music, history, cultures, races, ethnicities, etc.

To create, sustain, and nurture a lifelong respect for diversity.

The following information represents some of the multicultural activities and concepts being carried out in the elementary school. Guides, frameworks, and standards are covered within each grade level curriculum guides.

Preschool

At Heartland Preschool, we use the “Creative Curriculum System for Preschool” by Teaching Strategies. This is the same curriculum adopted by the Head Start programs across the country. The curriculum has a strong emphasis on multicultural awareness and English and dual language learners. There is a Home Language survey that gathers information about the language use in an ELL child’s home. Children meeting the criteria of ELL are then assessed using the “Teaching Strategies GOLD” in the additional area of English Language Acquisition, both listening/understanding English as well as speaking English. The “Creative Curriculum” provides informational letters to parents in both English and Spanish. If other letters are sent home to parents from Heartland Preschool, they are translated using Google Translate, which has many languages available for translation. The Nebraska Department of Education also has available translated forms for parents if their child is receiving special education services.

Heartland Preschool has many multicultural materials available to children. Each “study” or unit in the curriculum has multicultural books that connect the concepts and vocabulary to the unit of study. Some of the books are written in both English and Spanish. There is also a portion of each study that emphasizes “partnering with families”, connecting the culture and customs of families to the curriculum.

The play centers in the Heartland Preschool classroom contain materials that incorporate different cultural perspectives. For example, the “kitchen and dress-up” center has dolls of

different races, dress-up clothing representing different customs, and pretend food items from different cultures. The music center has musical instruments and songs on the iPod from different cultures. Toys show people of different races as part of the doll house and “mainstreet” play sets.

The Heartland Preschool is evaluated through the Early Childhood Environmental Rating Scale (ECERS) as required by the Nebraska State Department of Education. Through this program evaluation, multicultural awareness and sensitivity is monitored through the subscale item of “promoting acceptance of diversity.”

Kindergarten

Students and teachers read a variety of books throughout the year that show racial and ethnic diversity.

Through CKLA unit studies, students learn about Native Americans, Christmas in other countries, and Martin Luther King Jr. Students learn the impact that MLK had on American history and discuss what segregation means and looked like. The treatment of African American individuals is tied to the study of money when the students learn about President Lincoln and slavery.

First Grade

Through the use of the CKLA ELA curriculum, first grades integrate literature into their study of other cultures. Through read-alouds, whole group reading, as well as independent reading, students learn about the historical events and cultures and traditions of various world cultures.

First graders are exposed to a variety of multicultural lessons through literature and supplemental resources, both in reading and social studies. Topics covered include the exploration events of Christopher Columbus, the development of the Thanksgiving tradition, Christmas customs and traditions in various countries, the equality movement of Martin Luther King, the civil rights movement of Abraham Lincoln and the contributions of various individuals during Black History Month (Rosa Parks, Ruby Bridges, etc.). First graders also discuss American symbols, landmarks, and monuments with the important history behind them, all the way back to understanding where our country began. Students discover the way of life for American people in the past to include the American Indians, those who have migrated and the culture they bring with them. Students then read about the diversity of the American people from sports, dances, customs, and traditions. Students also discuss resources, goods, and services important for different cultures around the globe.

Second Grade

Second grade students will learn to appreciate different communities (rural and urban) in the story “The Twin Club,” explore the culture and traditions of cowboys in the story “Cowboys” and “A Cowboy’s Life,” read and discuss the important contributions of famous African Americans George Washington Carver, Harriet Tubman and Martin Luther King Jr., study traditions and

celebrations that involve our country's flag in the story "Red, White, and Blue: The Story of the American Flag," and they will also learn that the colors and pictures on the flags of different countries send a message and that people hang flags to show support of their country (patriotism).

Second grade students explore different family traditions and celebrations (birthdays, Thanksgiving, Hanukkah, Kwanzaa, Fourth of July and family reunions) in the story "Celebrations and Family Traditions," learn about family birthday celebrations in different countries in the story "A World of Birthdays," read words in another language (Spanish) while reading the stories "Rosa and Blanca", "A Birthday Basket for Tia", and "The First Tortilla," learn that family celebrations and traditions are important to all cultures and to family groups too in the story "Magda's Tortillas," explore the value of family ties in the story "Rosa and Blanca," learn about food from other countries in the story "The International Food Fair," and read and rewrite the story "An Early American Christmas" and discuss the customs and traditions of a family that celebrates Christmas in the early 1800's.

Third Grade

Through the use of the CKLA ELA curriculum, third graders integrate literature into their study of other cultures. Through read-alouds, whole group reading, as well as independent reading, students learn about the historical events and culture of the Ancient Roman civilization as well as Native Americans (Greater Mississippi River areas, Southwest, Northeast, Southeast, and Arctic/Subarctic). They also explore in great detail European exploration in North America and acquire factual information about the Vikings and Norse mythology.

Students also discover a variety of cultures through the use of Houghton Mifflin Harcourt G3 Kids Discover Communities, Near and Far.

Fourth Grade

Reading and Nebraska Studies are the two areas in which we incorporate multicultural skills.

In our CKLA reading program the poetry unit has a strong emphasis on African American authors and how their race impacts their writing.

Through read-alouds, students listen to several books that teach about people from other cultures. In reading groups, we also read a variety of novels that are based on WWII. Although these books deal specifically with the Jews, our discussions involve the unfair treatment of a variety of groups.

During Nebraska Studies, a lot of time is spent discussing the history of the Native Americans in Nebraska and the changes that came as the result of white settlers. Fourth grade also

discusses important Native American leaders and learns about Native American reservations and their lifestyle today.

Fifth Grade

Fifth graders study Martin Luther King Day and observe the importance of the contribution of Civil Rights. They study the Civil War and the Revolutionary War and pay particular attention to the contributions made by African Americans and Native Americans. One of the more interesting studies done by fifth graders include Christmas customs and traditions that have found their way to the United States and now are part of our culture. Another focus is holidays around the world during the Christmas season. Several stories focus on Hispanic culture and language. Folktales and fables are a part of literature at this level and this lends itself to learning about the variations we find in this type of literature in many lands and cultures. We study the Maya, Inca, and Aztec civilizations. We also read personal narratives written by people of many cultures and how their names, customs, and traditions were carried over from their native culture and also changed as they adapted to a new culture. Also in the science curriculum, students study about the different solar technologies that other cultures have available and their history.

Sixth Grade

The social studies curriculum includes the study of the Greeks, Romans, and ancient Egypt. These studies lend themselves to helping students learn about the cultures of Egyptians, Jews, and Arabs. This means more than the study of languages and customs as students learn about ancient and present day ideologies that concern this region of the world. Sixth graders spend time studying world religions and learn about these religions as they are practiced today. Language writing activities at certain times of the year are centered on specific multicultural related topics such as Martin Luther King Day and Cinco de Mayo. 6th grade students also read about the following topics: Saving the rainforests, Taj Mahal, Rosetta Stone, and Mayan/Aztec Culture

In addition to the specific activities listed above, we keep the concept of accepting diversity in people amongst our staff. Other methods include discussions, news articles, books, and staff participation on multiculturalism committees and committees for students with special needs.

Art

- Students study artwork from various cultures around the world.
- Each student is given the opportunity to create works of art inspired by different artists, cultures, and techniques used.
- Students learn about the elements of art and the principles of design, as well as how to use the color wheel to put together different color combinations.
- Each semester famous artists from the past and emerging artists of the present are chosen to study and relate to projects for K-6 students.

Heartland 7-12 Multicultural Report 2024-2025

Social Studies

- 7th grade Social Studies, 8th grade Social Studies, 9th grade World History, 11th grade American History, 12th grade American Government, Psychology, Sociology, Contemporary World Issues
 - All the Social Studies classes listed above incorporate the use of current events where applicable to the lessons. Current events are present day history in the making and also used to show past historical events similar in context. Current events are used to show an understanding of all the social science classes.
 - In American Government, current events involving politics and the United States are used to give "real life" meaning to what is being taught in that class.
 - In 8th grade social studies, 9th grade world history, and 11th grade American History current events are used to show how lessons learned from the past are affecting our country and the world in the present day.
 - In psychology and sociology, current events are used to give understanding and meaning to the information learned in the classroom.
 - Students in 7th grade Geography and Contemporary World Issues, will use current events as well as historically significant moments to learn and recognize that the world was built upon and strengthened by the contributions of all peoples, including those of varying ethnic and cultural backgrounds. Students will learn about different cultures as they study the news of the world and why certain events take place from each cultural point of view (global awareness). Specifically, the Contemporary World Issues class will complete projects that highlight contributions of ethnic minorities to politics in America. In 7th grade Geography, students will complete a multitude of assignments that illustrate how cultural diffusion has changed and contributed to human progress. For example, students will complete projects by unit that compare cultural regions of the World to America.
 - Contemporary World Issues incorporates various problems such as climate change, civics understanding, and human rights to understand how events today have impacts on the world around them. Students study and research the history of current topics to gain understanding of how various groups have dealt with issues while examining successes and failures that have influenced the issue.
 - In 8th grade American History I and 11th grade American History II, the topic of slavery, the displacement of numerous Native American tribes, and the overall struggles faced by a multitude of ethnic groups will be introduced and discussed. The overarching goal is to educate and enlighten students about past events and perspectives, and how

throughout the settlement and formation of our nation and its government we have sought to remedy the errors of our past.

- All the Social Studies classes listed above teach, where applicable, information about various culture groups, ethnic groups, racial groups, religious groups, gender groups, age groups, etc. and their contributions to history and/or society (U.S./regional/world).
 - In American Government, the US political and economic systems are contrasted and compared to other political and economic systems found throughout the world.

Students in Government use two culturally informed narrative voices---“Voices on Government” and “Spotlight on Multiculturalism” that highlight the contributions to government by Americans from different backgrounds.

- In 7th grade social studies, 8th grade social studies, and 11th grade American History, information from history is studied and taught to show similarities and differences among various countries, as well as contributions to both American and world history from other cultural, ethnic, racial, religious, and gender groups.
- Students in geography will learn that every group of people has a special way of doing things. Groups have a particular set of beliefs and values. All of these things are affected by geography. Students will learn that culture can unite people, and it can separate them. Students will study culture in each unit as it is one of the seven strands in geography.
- In both psychology and sociology, lessons are studied and taught in relationship to how both individuals and groups are affected by their own cultures as well as those found throughout the world.
- Students in World History will learn how human beings create, learn, and adapt culture. Human cultures are dynamic systems of beliefs, values, and traditions that exhibit both commonalities and differences. Understanding culture helps us understand ourselves and others. Students will use the “Human Experience” section in their textbooks to incorporate culture.
- Students in American History will learn about culture in many different ways, America a Melting Pot. Students will learn how each culture helped influence and build America through the decades. One example the students will study in depth is the Native Americans fight to survive then and now. Another example is to celebrate Black History Month.
- In Contemporary World Problems students examine and analyze current issues affecting societies around the world. Using reliable and factual sources, students will gain an understanding and perspective of situations from various cultures and attempt to solve them through writings and

discussions.

Agriculture (Grades 8-12)

- Multiculturalism in the Heartland Agricultural Education/FFA Program
 - When it comes to addressing multiculturalism in the classroom, there are some topics that we discuss to make sure that every student understands that diversity is important.
 - In class we:
 - Discuss Nebraska's economy and compare and contrast it to third world country economies. We talk about the need for a country to feed itself and explain how appropriate production can be easily accomplished in the United States and not as easily in third world countries.
 - Explain how agriculture is more than farming and production agriculture. It encompasses agribusiness, floriculture, hydroponics, agro tourism, companion animals and non-traditional crops. These topics lead us into discussion about careers and non-traditional careers in agriculture.
 - Compare rural Nebraska FFA Chapters to metro based FFA Chapters and explain how all people can be a part of FFA. It is important to note this because local students begin to understand the differences in populations, FFA chapters and careers in agriculture.
 - Converse about the importance of women in the agricultural world. We discuss how women can play a vital role in many agricultural fields and have played a large role in the development and updating of agriculture over the years. We also note that many State and National FFA Officers are and have been female.

Family and Consumer Science

- 7th, 8th & FCS I
 - Local Low-German recipes reflecting family favorites will be prepared in lab settings.
 - Recipe lab: prepare food fitting with ethnic (ex. Hispanic, French, English) origins and analyze cultural similarities and differences.
- Culinary foods
 - Holiday Cookies & Cakes around the World Unit: A small collection of recipes gathered together from fourteen different countries. Students will study the various baking traditions and bring the recipe to life in the lab.

English

- 7th Grade
 - 7th graders will be reading material -both fiction and non-fiction- that focuses on acceptance of differences
 - Red Scarf Girl by Jiang Ji Li (Chinese Cultural Revolution)
 - Writings by Edgar Allan Poe- “Tell-Tale Heart”, “The Cask of Amontillado”
 - *A Raisin in the Sun* by Lorraine Hansberry (1950s African American story)
 - Stories from the Gold Rush era
 - 7th graders read excerpts and poems (from a poetry unit) that cover many cultures and authors and work on formal responses to the readings and will also have the opportunity to write their own poems.
 - Students will also read through a fairy tale/folk tale unit from a wide variety of cultures and places and complete activities in that unit.
 - Novel Studies- variety of different perspectives and narratives
 - Students are reading four books in teacher assigned small groups throughout the school year. They are required to answer questions on story elements/outcomes/connections to their life/etc. Book reports are presented to the class.

- 8th Grade
 - 8th graders will be discussing different cultures:
 - *Frankenstein* (the graphic novel) by Mary Shelly
 - Stories from the Holocaust
 - Collection of writings about the Space Race
 - Stories about liberty and equality- *The Narrative of the Life of Frederick Douglass*
 - Short Stories are used and feature point of view and/or activities that offer a variety of cultural viewpoints and/or activities.
 - “The Legend of Sleepy Hollow” by Washington Irving
 - “The Lottery” by Shirley Jackson
 - Greek Myths
 - *A Christmas Carol* by Charles Dickens
 - Novel studies
 - Students are reading four books in teacher assigned small groups throughout the school year. They are required to answer questions on story elements/outcomes/connections to their life/etc. Book reports are then presented to the class.

- English 9
 - Students will read literature from a variety of cultures and by authors from various

cultures.

- Japan
 - “The Seventh Man” by Haruki Murakami
- African American
 - “I Have a Dream” by Martin Luther King Jr.
 - “Letter from Birmingham Jail” by Martin Luther King Jr.
- European
 - “The Tragedy of Romeo and Juliet” by William Shakespeare
- Greek
 - From the Odyssey by Homer translated by Robert Fitzgerald
- English 10
 - Students will read literature from a variety of cultures by authors from various cultures.
 - Argentina
 - “House Taken Over” by Julio Cortazar
 - European
 - From “How to Tell You’re Reading a Gothic Novel- In Pictures” by Adam Frost and Zhenia Vasiliev
 - German
 - “The Metamorphosis” by Franz Kafka
 - France
 - “The Necklace” by Guy de Maupassant
 - Nigeria
 - “Civil Peace” by Chinua Achebe
 - Egypt
 - “Fit for a King: Treasures of Tutankhamun”
 - England
 - “The Tempest” by William Shakespeare
 - Greek
 - “Oedipus the King, Part 1” by Sophocles
- American Literature (11th Grade)
 - Students will read literature from a variety of cultures and by authors from various cultures.
 - Native Americans
 - “An American Identity” discusses Native American History.
 - African Americans
 - “Civil War and Social Change”
 - “What to the Slave Is the Fourth of July by Frederick Douglass

- “Everyday Use” by Alice Walker
- Lit Comp. (12th Grade)
 - Students will read literature from a variety of cultures and by authors from various cultures.
 - Anglo Saxon
 - “Beowulf” by unknown author
 - “To Lucasta, on Going to the Wars” by Richard Lovelace
 - “To Charge of the Light Brigade” by Alfred Lord Tennyson
 - “Dulce et Decorum Est” by Wilfred Owen
 - “The Prologue from The Canterbury Tales” by Geoffrey Chaucer
 - “Macbeth” by William Shakespeare
 - “A Valediction: Forbidding Mourning” and “Holy Sonnet 10” by John Donne
 - “Gulliver’s Travels” by Johnathan Swift
 - “Lines Composed a Few Miles Above Tintern Abbey” from “The Prelude” by William Wordsworth
 - “Ode to a Nightingale” by John Keats
 - “Ode to the West Wind” by Percy Shelley
 - “Frankenstein” by Mary Shelley
 - “Back to My Own Country: An essay” by Andrea Levy
 - “Shooting an Elephant” by George Orwell
- Composition I/(12th Grade)
 - Students will read literature from a variety of cultures and by authors from various cultures.
 - Becoming An American Girl by Rea Karim
 - Reading, Writing, and Riding: A Literacy Narrative by Karla Marianan Herrera Gutierrez
 - Automotive Literacy by Ana-Jamiley Kassfy
 - The Architecture of Inequality on Bon Joon-ho’s Parasite by Pat Finn
 - Talking with Granddad by Brian Diehl
 - Rare Earth by Todd Jones
 - Mother Tongue by Amy Tan
 - Formation of a Caribbean Illustrator by Nicole Miles
 - Se Habla Espanol by Tanya Maria Barrientos
 - Black Mamas’ Lives Matter: The Severe Racial Disparity in Maternal Mortality Rates by Jada Jones
 - Who is Malala? By Malala Yousafzai

Instrumental Music (Grades 7-12)

- Perform expressively on a varied repertoire of music representing diverse genres, styles, and cultures.
- Analyze aural examples of a varied repertoire of music, representing diverse genres and cultures, by describing the uses of elements of music and expressive devices.
- Describe what makes certain music unique, interesting, and expressive.
- Compare characteristics of two or more arts within a particular historical period or style and cite examples from various cultures.

Examples of Repertoire

- Cultural Expression

Korean Folk Song, Japanese Song, Scottish Ballade, Irish Aire, African Noel, Native American Song, Spanish March, Arabian Dance, Caribbean Carnival, Canadian Folk Song, English March, French March, Australian Folk Song, West Indies Song

- National Expression

Karl L. King March, John Phillip Sousa March, Henry Fillmore March, Service Song, National Anthem, National Emblem March, Patriotic Medley

- Classical Expression

Pictures at an Exhibition, The Four Seasons, Sabre Dance, Hornpipe from "Water Music Suite," Music for the Royal Fireworks, Surprise Symphony, Cantate Domino, Ave Maria, Divertimento, St. Anthony's Chorale, Gypsy Dance, March Militaire, Turkish March, Jubilate, Academic Festival, Marche Slav

- Folk Heritage Expression

A Childhood Hymn, Austrian Hymn, Old One Hundredth, Crusader's Hymn, Be Still My Soul, Shenandoah, Stephen Foster, Scott Joplin, The Water is Wide, Amazing Grace, Wayfaring Stranger, Lincolnshire Posy, The Planets, Dvorak's New World Symphony, Swing Low Sweet Chariot

- Jazz Expression

The Perfect Storm, Ain't Misbehavin', In the Mood, Night Train, Down By the Riverside, Harlem Nocturne, Dixieland USA, Blue Skies, Sweet Georgia Brown, Caravan, It Don't Mean a Thing, Fly Me to the Moon, Take Five, Birdland, Moonlight Serenade

K-12 Vocal Music

- Music, through use of the widely varied literature, is naturally multicultural. As music is prepared for performance, the pieces being prepared offer students the chance to step inside the lives of the artist or culture where these works were originated. Following are examples of choral works of various grade levels where students have opportunity to gain insight into other cultures
 - Grades 9-12
 - Mi Yitneni Of (Israeli Song), Ahri-rang (Korean Folk Song), Sheep in the Meadow (Northumbrian Lullabye), O Sifuni Mungu (African Chorus), Rattle on the Stovepipe (Canadian Folksong)
 - Grades 7-8
 - Elijah Rock (African-American Spiritual), Psalm 103 (Russian Aire), I'se the B'ye (Traditional Canadian)
 - K-6
 - Burn Little Candles (Chanukah Song), Haida (Israeli Folk) Kang-ding Flower Song (Chinese Folk), Didn't My Lord Deliver Daniel (African-American Spiritual), Hi-Ho the Rattlin' Bog (Irish Variant), Bashana Haba-a (Israel)

Industrial Technology Grade (7-12)

- In our Woods class we have been learning and using different methods of joining for our woods projects. Some of the joining methods that we have used are methods that are used in different cultures. We have also been discussing the different species of trees that produce the exotic woods that we utilize in the shop and the countries they are native to.
- In the Architectural area we will spend time viewing and discussing the impact and influence of different cultures around the world on Architecture in the United States. We will do this by studying different construction methods by other cultures and how they differ from methods used in the U.S.

Art (Grades 7-12)

- Students study artwork of artists from various cultures around the world and throughout history.
 - Painting: Mandala's from the Buddhist and Hindu Cultures
 - Pottery: Mexican Talavera Pottery Making/Design
 - Sculpture: Aboriginal Art and Culture, Pacific Northwest Native American Art and Culture.
- Students use art techniques and materials developed from all around the world.
- Students have the opportunity to view different works inspired by other cultures,

religions, and personal views.

- Each student is given the opportunity to develop their own individual style through inspiration of techniques used in art throughout history.
- Each semester famous artists from the past and emerging artists from the present are chosen to study and relate to projects for 7-12 students.

Math (Grades 7-12)

*Some topics can be applied in two or more classes besides those listed

- 7th & 8th Grade, Algebra, Math Standards
 - Use fractions and percentages to express what part each ethnic group is of the total population of Nebraska and/or U.S.
 - Discuss the contributions of Pythagorus and other mathematicians as they relate to different concepts in mathematics
 - Use foreign currency to determine the value in relation to the United States dollar. Also use exchange rates to determine the value of money between other countries.
 - Use the enrollment statistics of the University of Nebraska to find the fraction and percent each ethnic group is of the total enrollment. Discuss why having a variety of ethnic groups is valuable to all students.
- Geometry
 - Find flags of foreign countries that display rotational and/or reflectional symmetry.
 - When talking about the history of Geometry we relate how the Greeks viewed mathematics as shapes and areas - and although some of the symbols look different, mathematics is constant between cultures
- Pre-calculus & Calculus
 - Discuss some famous mathematicians from France, Greece, and Rome and how they devised the theorems we have and use today. And, many of the same symbols they used are still used today.

Science (Grades 7-12)

- Multiculturalism can be easily ignored within the Science curriculum due to the impersonal aspect of this discipline. Though there is one class, Biology, that contains several areas where it may be infused. The principles covered in Biology about Ecology lend to concepts that are universal to the interaction of humans with nature. These universals of Nature and man's interrelationship are not restricted to a time scale. They have occurred throughout history and will continue to take place. It is because of the interaction that enables multiculturalism to be initiated into the curriculum.
- Topics are:
 - The carrying capacity of the plains of Africa and the limiting factors of the man and the best have imposed onto it due to cultural and tribal customs.

- The instability and imbalance of homeostasis within Russia's Northland, Siberia and how deforestation is now affecting the people and their culture.
- Students will investigate the effects of migratory birds and their value within certain cultures (Japan, American Indian, African, South American, and American).
- Students will investigate their own cultures and it's influences upon the land they live from aspect of the past and project potentials for the future.
- The stability of energy and the effects of declining producer population with in Ethiopia.
 - Study the effects of an imbalance ecosystem due to the introduction of a new species into the habitat of Hawaii and Australia.
- Students will investigate genetic pressures of Sickle Cell Anemia in Africa in relation to other pressures created from this genetic disorder in different regions of the world.
- Other Classes:
 - Students will investigate German societal influences on discoveries in Physics and the atom (Chemistry) during the early 1900's.
 - Students will research the lives of scientists involved in the study of cells, genes and gene technology, and genetics and determine what impact their discoveries had on society.
 - Students will investigate the effects of natural disasters (earthquakes, tsunamis, volcanic eruptions) on different cultures/societies.
 - Students will research important steps made in space travel and discuss the competition between the U.S. and U.S.S.R during the space race, as well as contributions made by other countries.

Library Media Center

- The Media Center supports Heartland's curriculum by providing multicultural materials for students and teachers.
- It is our policy to select literature which reflects the contributions, lifestyles, and values of different ethnic groups.
- The literature promotes a global outlook and understanding that we have more similarities than differences.
- In addition, these guidelines (from Multiethnic Children's Literature by Gonzalo Ramirez, Jr. and Jan Lee Ramirez, 1994 and Children's Literature, Briefly by Tunnell, Jacobs, Young & Bryan, 2012) are also considered when selecting materials for the library media centers.
 - Cultural details need to be represented accurately in literature.
 - The material attempts to amend historical errors and omissions by providing accurate information about people from the group portrayed who have made

contributions to the United States and the world.

- Present a positive and reassuring representation of the reader's own cultural group. The material contains illustrations and/or photos that provide a true reflection of the way of life of the group.

Spanish

• SPANISH LEARNER TARGETS

- I can imitate patterns of behavior such as greetings or gestures used in formal and informal settings in the target cultures.
- I can understand diversity and recognize the impact of stereotyping other cultures.
- I can recognize differences and similarities between the target cultures and my own.
- I can identify Spanish speaking countries along with their capitals.
- I can recognize that acquiring a second language is a long process and going to a country of the target language will improve fluency in addition to class.
- Spanish speaking countries along with capitals and provinces.
- I can process language through the present, preterite, imperfect, present progressive and near future tenses along with vocabulary learned in class.

Physical Education

- TLW use games played by children in other countries as a means to gain a better understanding of that particular country's culture.
- TLW choose a professional player from another country to report on. Explaining the avenues that individual took in order to make it into professional sports. (Training program, schools attended, diet, etc.)

Health Education

- Time is spent on exploring the cultural differences and similarities, and how they affect our students at HCS.
- Material is covered on prejudice and how it affects those students involved.
- "Cultural-Bias" is discussed to help students understand the ramifications.
- TLW use the Olympics as a means to understand and appreciate cultural differences.

Business Department

- Accounting, Business Law, Economics, Intro. to Business, Marketing, Personal Finance
 - Incorporate self-reflection activities that prompt participants to think about their own cultural backgrounds, values, and how these factors might influence their interactions with others

- Research business etiquette (acceptable social behavior and manners in business) in other countries compared to the U.S.
- Learning about Target Market Segmentation within US Demographics
- Explore how cultural differences affect international trade
 - Describe how currency exchange works.
 - State of advantages of protectionism and free trade.
 - Name types of trade barriers
- Identify the various professional accounting organizations that exist to serve the needs of ethnic groups.

- 7th Grade Keyboarding & Computer Applications
 - Explain that keyboarding skills are essential not only for efficient communication but also for collaborating with diverse teams in a globalized world.
 - Emphasize the importance of cultural etiquette in written communication, including email and messaging.
 - Discuss how different cultures may have varying expectations regarding formality, politeness, and structure in written communication.
 - Integrate real-world examples and case studies of multicultural business communication. Discuss challenges and best practices for effective cross-cultural written communication in professional contexts.
 - Use or recommend typing software that supports multiple languages. This can help participants practice typing in languages other than their native one.
 - Foster an inclusive learning environment where participants feel comfortable discussing cultural differences and asking questions about unfamiliar practices.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is entered into and made effective this 11th day of November, 2024, by and between **Kroeker Grain and Lumber Co., Inc.** (the "Seller"), and **York County School District 93-0096**, commonly known as **Heartland Community Schools** (the "Buyer").

RECITALS

A. Seller owns certain Real Property located in York County, Nebraska, legally described as follows:

LOTS 6-10 & THAT LAND LYING S OF THESE LOTS BOUND TO THE W BY N MAIN ST & TO THE S BY FRONT ST (EX TR 21-0-7) WAREHOUSE LOTS CITY OF HENDERSON]

B. Seller desires to sell the Real Property to Buyer, and Buyer desires to purchase and acquire the Real Property from Seller, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into and made a material part of this Agreement) and the mutual promises, covenants, conditions and agreements set forth herein, Buyer and Seller agree as follows:

ARTICLE 1. PURCHASE AND SALE OF PROPERTY

1.1. Agreement to Purchase and Sell. Upon the terms and subject to the conditions set forth in this Agreement, and in reliance upon the representations and warranties made herein by each party to the other, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Real Property and all rights and appurtenances relating thereto (collectively the "Property") at Closing.

1.2. Closing. The Closing of the purchase and sale of the Property will be held no later than 3 p.m., December 31, 2024. If the Closing has not occurred by 3 p.m., December 31, 2024. this Agreement shall be terminated in its entirety and shall be of no further force or effect whatsoever unless an extension to this deadline is mutually agreed to in writing by the Seller and the Buyer prior to 3 p.m., December 31, 2024.

1.3. Purchase Price. In consideration of Seller's agreement to convey the Property, and subject to the terms and conditions of this Agreement, Buyer agrees to pay Seller the sum of two hundred fifty thousand Dollars (\$250,000) (the "Purchase Price") in the manner specified in Section 1.4 of this Agreement.

1.4. Payment of Purchase Price. Subject to adjustments and prorations contemplated hereunder, Buyer agrees to pay the Purchase Price to Seller in the following manner: the Purchase Price shall be paid to Seller in certified funds at Closing.

1.5. Title Insurance Commitment; Delivery of Deed; Title Insurance Policy.

1.5.1. Title Insurance Commitment. Buyer shall order a current title insurance commitment (the "Commitment") evidencing marketable title to the Property vested in Seller, free and clear of all liens and encumbrances, except easements and restrictions of record which will not interfere with Buyer's intended use of the Property for school purposes. Should a valid title defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the date of delivery of Buyer's attorney's opinion describing the defect. If the title defect is not cured within said 30 day period, then Buyer shall have the option, but not necessarily the obligation, to (i) rescind this Agreement; or (ii) extend the Closing for a reasonable period of time to permit Seller to cure such defect.

1.5.2. Delivery of Deed and Possession. At Closing, Seller shall deliver to Buyer a properly executed and acknowledged general warranty deed, in the form attached hereto as Exhibit A, conveying marketable fee simple title to Buyer, free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to acceptable easements, restrictions and covenants of record. Seller shall deliver possession of the Property to Buyer at Closing.

1.5.3. Title Insurance Policy. Buyer shall be responsible to obtain title insurance insuring Buyer's interest in the Property in an amount equal to the Purchase Price subject only to (i) liens of current local property taxes, not yet due and payable; and (ii) such covenants, conditions, and restrictions of record, public utility easements, and zoning ordinances which will not adversely affect the value of the Property for Buyer's intended use (hereinafter collectively referred to as "Title Insurance"). The premium for the Title Insurance shall be paid entirely by Buyer.

1.5 Costs. Buyer shall pay: (a) any fee which becomes payable upon recordation of the warranty deed conveying title to the Real Property from Seller to Buyer. Seller shall pay applicable Nebraska Documentary Stamp Taxes, if any, which become payable upon recordation of the warranty deed.

1.6 Taxes. Seller shall be responsible for real estate taxes on the Property for all years prior to the year in which the Closing occurs. Real estate taxes for the calendar year in which the Closing occurs shall be prorated to the Closing Date, with Seller being responsible for payment of all real estate taxes on the Property for the period prior to the Closing Date and Buyer being responsible for payment of all real estate taxes on the Property beginning with the Closing Date and going forward. The real estate taxes shall be prorated on the basis of the most current assessment for the Property and based upon the most current tax levy as set by the Board of Equalization of York County.

ARTICLE 2. WARRANTIES

2.1. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1. Authority Relative to Agreement. This Agreement has been executed by the Seller and constitutes the legal, valid, and binding obligation of Seller, and is enforceable against Seller in accordance with its terms.

2.1.2. No Brokers. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

2.1.3. **No Options or Rights of First Refusal.** The property is free and clear of all liens and encumbrances not recorded, including without limitations any and all rights of first refusal, options to purchase, or any other preemptive right to purchase the Property.

2.1.4. **No Hazardous Substances.** There has been no release, threatened release, presence, leak, spill, discharge, or emission of any "Hazardous Substance", to the surface water, groundwater, air, or soil at, on, or within the Property. As used herein, the term "Hazardous Substance" shall mean any substance which is or contains (1) any "hazardous substance" as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*) ("CERCLA") or any regulations promulgated under CERCLA; (2) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*) ("RCRA") or regulations promulgated under RCRA; (3) any substance regulated by Toxic Substances Control Act (15 U.S.C. §2601 *et seq.*); (4) gasoline, diesel fuel, or other petroleum hydrocarbons; (5) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (6) polychlorinated biphenyls; (7) radon gas; and (8) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any applicable federal or state laws relating to any of the Property. Hazardous substances shall include, without limitation, any substance, the presence of which on the property, (a) requires reporting, investigation, or remediation under applicable law, (b) causes or threatens to cause a nuisance on the property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the property or adjacent property; or (c) which, if emanated or migrated from the property, could constitute a trespass.

2.1.5. **Survival.** All of Seller's representations and warranties contained in this Agreement shall survive the Closing and/or termination of this Agreement.

JK

2.2. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

2.2.1. Authority Relative to Agreement. Buyer is a political subdivision and body corporate duly organized and in good standing under the laws of the State of Nebraska and has all requisite authority and power to execute, deliver, and perform this Agreement. All necessary actions required in order to authorize the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby have been duly and validly taken by Buyer. Buyer's Board of Education approved the terms set forth herein and authorized the execution hereof or will do so at a regular meeting held in accordance with Nebraska law. This Agreement has been executed by an authorized representative of Buyer and constitutes the legal, valid, and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms.

2.2.2. No Brokers. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

2.2.3. Survival. All of Buyer's representations and warranties contained in this Agreement shall survive the Closing and/or termination of this Agreement.

**ARTICLE 3.
OTHER AGREEMENTS**

3.1. Inspection and Testing. At any time after the execution of this Agreement by all parties and prior to Closing, Buyer and its employees and agents shall have the right to enter upon the Property and perform such tests and inspections as it deems necessary to determine suitability of the Property for its intended use. Buyer shall restore the Property if (a) such tests alter the grade, compaction, or vegetation and (b) this Agreement fails to close for any reason. Buyer hereby agrees to indemnify, defend, and hold harmless Seller from and against: (i) any and all claims, actions, damages, or expenses (including attorney's fees) arising from Buyer's tests and/or inspections conducted on the Property (including personal injury, death, and property damage); and (ii) any mechanic's liens filed against the Property resulting from the Buyer's tests or inspections. The terms and conditions of this Section shall survive the Closing and/or termination of this Agreement. The costs of these inspections will be paid by the Buyer.

3.1.1. Buyer will notify Seller in writing within twenty-one days of the completion of any test or inspection (1) of any physical deficiencies that Buyer is requesting Seller correct ("Deficiency Notice"), or (2) if the Buyer rejects the Property or personal property due to its unsatisfactory condition ("Rejection").

3.1.2. If the Buyer does not provide the Seller with either of the notices indicated in paragraph 3.1.1 within twenty-one days of the completion of the test or inspection, the Property and personal property will be deemed acceptable to the Buyer.

3.1.3. This Agreement will be null and void if the Buyer provides the Seller with a Rejection.

3.1.4. Seller shall have five days to respond to Buyer in writing to a Deficiency Notice. Seller's failure to so respond shall give the Buyer the option to terminate this Agreement.

3.1.5. By accepting the Property or personal property, Buyer does not waive, release, or relinquish any claims he might have against anyone for misrepresentation, concealment, fraud, or any other cause of action.

3.2. Environmental Liability. Nothing herein shall be construed to relieve Seller of liability arising from or related to the presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance" to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date. Further, nothing herein shall be construed to transfer liability, including without limitation any financial obligation or indemnity obligation, from Seller to Buyer arising from or related to the presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance," to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date. Seller expressly agrees that to the extent that there is any presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance," to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date, then: (a) a party other than Buyer was the "sole cause" of the presence, release, threatened release, leak, spill, discharge, or emission of such "Hazardous Substance" and the damages caused thereby; (b) Buyer did not actually know of the presence, release, threatened release, leak, spill, discharge, or emission of such "Hazardous Substance" prior to the Closing Date; and (c) Buyer undertook appropriate inquiry prior to the Closing Date to minimize its liability. The terms and conditions of this section shall survive the Closing and/or termination of this Agreement.

3.3. Other Costs. Except as otherwise expressly provided herein, Buyer and Seller shall pay their own respective attorney fees and other costs and expenses incurred in connection with the preparation, execution, and performance of this Agreement.

**ARTICLE 4.
CONDITIONS OF CLOSING**

4.1. Buyer's Conditions of Closing. Buyer's obligation to close on the purchase of the Property is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:

4.1.1.**Warranty Deed.** Buyer shall receive from Seller an executed and acknowledged warranty deed to the Property, substantially similar to the form attached hereto as Exhibit A, in accordance with Section 1.5 of this Agreement.

4.1.2.**Accuracy of Warranties.** All representations and warranties of Seller contained in this Agreement shall be true and correct at and as of Closing and Seller shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

4.2. Seller's Conditions of Closing. Seller's obligation to perform hereunder is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:

4.2.1.**Payments.** At Closing, Buyer shall deliver to Seller the Purchase Price in accordance with Section 1.4 of this Agreement.

4.2.2.**Accuracy of Warranties.** All the representations and warranties of Buyer contained in this Agreement shall be true and correct at and as of Closing and Buyer shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

AK

**ARTICLE 5.
MISCELLANEOUS**

- 5.1. Binding Effect; Benefits.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, agents, and permitted assigns except as provided otherwise in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors, agents, and permitted assigns any right, remedy, obligation, or liability under or by reason of this Agreement.
- 5.2. Counterparts.** This Agreement may be executed, acknowledged, delivered and transmitted in counterparts, by facsimile process or otherwise, each of which when so executed, acknowledged, delivered or transmitted shall be deemed an original, but all of such counterparts shall constitute one and the same instrument.
- 5.3. Delivery of Documents.** This Agreement properly executed and any document or notice required or permitted to be delivered hereunder shall be in writing and shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: Kroeker Grain and Lumber Co., Inc. ®
1131 N Main Street Box 157
Henderson, NE 68371

If to Buyer: Heartland Community Schools
Attn: Superintendent
1501 Front St.
Henderson, NE 68371

With a copy to: Coady H. Pruet
KSB School Law, PC, LLO
206 S. 13th St., Suite 1100
Lincoln, NE 68508

or to such other address as any party shall specify by written notice so given.

W

- 5.4. Entire Agreement.** This Agreement, together with the exhibits attached hereto and all other documents to be delivered pursuant hereto, constitute the complete and exclusive written expression of the terms and conditions of the agreement among the parties and supersedes all prior or contemporaneous proposals, agreements, understandings, negotiations, and discussions, oral or written, between the parties pertaining to the subject matter hereof. This Agreement may not in any way be explained, supplemented, or modified by: (a) any prior or existing course of dealing; (b) any prior performance of the parties; or (c) any other method, unless amended in a writing signed by duly authorized representatives of Buyer and Seller.
- 5.5. Execution of Additional Documents.** The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Property, and to protect the right, title and interest in and enjoyment of the Property assigned, transferred, and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.
- 5.6. Assignment.** Seller shall not assign any right or delegate any obligation arising hereunder without the prior written consent of Buyer.
- 5.7. Governing Law and Choice of Forum.** All aspects of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska, without regard to its choice of law rules. Any action between the parties hereto concerning causes of action arising from or related to this Agreement and/or the Property must be brought solely and exclusively in a trial court located within the State of Nebraska for the county in which the Property is located; and the parties hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement and/or the Property, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.
- 5.8. Severability.** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

5.9. Waiver. By written notice to the other, either party hereto may: (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracy in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any condition or covenant of the other contained in this Agreement; or (d) waive performance of any obligation of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained in this Agreement. The waiver by any party hereto of a breach of any provision hereunder (i) shall not be effective unless in writing and signed by an authorized representative of the waiving party, and (ii) shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

5.10. Construction. All parties have cooperated in the drafting and preparation of this Agreement. Thus, this Agreement should not be construed against or for any party.

5.11. Incorporation of Exhibits. All exhibits attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

IN WITNESS WHEREOF, the Parties have caused this REAL ESTATE PURCHASE AGREEMENT to be effective as of the date set forth above.

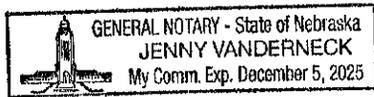
SELLER:

KROEKER GRAIN AND LUMBER CO., INC.

By: Paul Kroeker

STATE OF NEBRASKA)
) ss.
COUNTY OF York)

The foregoing instrument was acknowledged before me this 7th day of November, 2024, by Paul Kroeker in his or her capacity as President of Kroeker Grain and Lumber Co., Inc.



Jenny Vanderneck
Notary Public

JK

**INVITATION TO BID
DEMOLITION PROJECT
HEARTLAND COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION.** Heartland Community Schools, legally known as York County School District 93-0096 (the "District"), is requesting bids from qualified individuals or entities for a demolition project at a property located in the vicinity of Heartland Community Schools. The project site will be available for work to commence immediately upon the District issuing a Notice to Proceed. **The project shall be completed no later than February 15, 2025.**
2. **BID SUBMISSION AND OPENING.** Bids must be made on the bid form contained in the Bidding Documents. One (1) completed copy of the bid form, signed by the bidder, shall be addressed and delivered to Heartland Community Schools, Attn: Superintendent, 1501 Front St., Henderson, NE 68371. Bids will be received until **2 pm local time on Thursday, December 5, 2024**, at which time they will be opened publicly and simultaneously in the board meeting room in the presence of bidders and/or their representatives. E-mail, facsimile, electronic, or telephone bids are not allowed. Any bid received after the deadline will not be opened or considered, and will be returned to bidder
3. **AWARDING OF BID.** The bid will be awarded to the lowest responsible, responsive bidder. The winning bid shall be announced by the Board of Education at its meeting to be held on **December 9, 2024**, or at such other meeting determined by the Board.
4. **BIDDING DOCUMENTS.** **On or after November 13, 2024**, an electronic copy of the Bidding Documents may be obtained by sending an email requesting the same to Superintendent Klein at jklein@heartlandschools.net.
5. **INQUIRIES AND BID INSTRUCTIONS.** Requests for full bid instructions and all questions, inquiries, or requests for clarification or site inspection should be submitted by email to Superintendent Klein at jklein@heartlandschools.net.

**INSTRUCTIONS TO BIDDERS
DEMOLITION PROJECT
HEARTLAND COMMUNITY SCHOOLS**

1. **PROJECT INFORMATION.** Heartland Community Schools, legally known as York County School District 93-0096 (the "District"), is requesting bids from qualified individuals or entities for a demolition project at a property located in the vicinity of Heartland Community Schools. Project details are as follows:
 - A. **Scope and Nature.** Tear down, remove, carry away, and dispose of all buildings, materials, and debris from the project site.
 - B. **Site.** A property identified by the York County Assessor as Parcel Number 930122917, and informally described as LOTS 6-10 & THAT LAND LYING S OF THESE LOTS BOUND TO THE W BY N MAIN ST & TO THE S BY FRONT ST (EX TR 21-0-7) WAREHOUSE LOTS CITY OF HENDERSON, located in Henderson, NE 68371.
 - C. **Schedule.** The project site will be available for work to commence immediately upon the District issuing a Notice to Proceed. The project shall be completed no later than _____, 2025.

The Bidder must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **DEFINITIONS.**

- A. Bidding Documents include the advertisement or invitation to bid; these Instructions to Bidder (and any supplementary instructions); the bid form and any other bidding forms; the unexecuted form of Agreement for Demolition Project Heartland Community Schools; and any Drawings, Specifications, Addenda, and all other documents listed in these Instructions to Bidder.
- B. Definitions set forth in other Proposed Contract Documents apply to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Architect or District, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

- D. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
 - E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.
 - F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
 - G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.
 - H. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
3. **BIDDER'S REPRESENTATIONS AND NOTICE.** By submitting a bid, the Bidder represents and agrees that:
- A. The Bidder has read and understands the Bidding Documents;
 - B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
 - C. The Bid complies with the Bidding Documents;
 - D. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;
 - E. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
 - F. The Bidder has read and understands the provisions set forth in the Agreement for Demolition Project Heartland Community Schools;

- G. The Bidder waives any claim it has, or may have, against the District and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract documents; acceptance or rejection of any bids; and award of the contract; and
- H. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska.

4. **BIDDING DOCUMENTS.**

- A. Bidders must obtain and use complete Bidding Documents when preparing Bids. Neither the District nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents. The Bidding Documents may be examined, accessed, and obtained as follows:
 - (1) Electronic copies of the Bidding Documents may be obtained by contacting Superintendent Klein at the following email address: jklein@heartlandschools.net
- B. Requests for clarification or interpretation of the Bidding Documents must be submitted by the Bidder by email to Superintendent Klein at jklein@heartlandschools.net, and shall be received by the Superintendent at least seven days prior to the date for receipt of Bids.
- C. Modifications and interpretations of the Bidding Documents will be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.
- D. Addenda will be transmitted to Bidders known by the District to have received complete Bidding Documents.
- E. Addenda will be available from the District.

- F. Addenda generally will be issued no later than three days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- G. Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.
- H. **Substitution of Materials.** All materials shall be of the very best grade of standard manufacture and first class in every respect. Every brand mentioned in specifications is intended to represent quality and type of materials which will be demanded. It is not the intent to limit materials, equipment, or fixtures to any one manufacturer. Where a definite material, equipment or fixture has been shown or specified, it has been done to set a definite standard and a reference in comparison. If, for any reason, the Bidder should desire to furnish and install substitute materials, equipment or fixtures, it may submit to the District a list of the same which it proposes to furnish. The opinion of the District and/or the District's representative shall be sole and final judge as to the suitability or equality of substituted items.

5. **BIDDING PROCEDURES.**

A. **Preparation of Bids.**

- (1) Bids must be submitted on the forms included with or identified in the Bidding Documents.
- (2) All blanks on the bid form shall be legibly completed. Paper bid forms must be executed in a non-erasable medium.
- (3) Sums must be expressed in numbers unless noted otherwise on the bid form.
- (4) Edits to entries made on paper bid forms must be initialed by the signer of the Bid.
- (5) All requested Alternates must be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

- (6) Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.
- (7) Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder must provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid must be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation must further name the state of incorporation.
- (8) A Bidder shall incur all costs associated with the preparation of its Bid.

B. **Bid Security.** The Bidder must submit a bid security on or before the bid submittal deadline in the amount of 5% of the bid amount in the form of a cashier's check, certified check, or bid bond. Bidder pledges that it will enter into a contract with the District on the terms stated in the bid and will furnish the required bonds covering the faithful performance of the contract and payment of all obligations thereunder. Bidder acknowledges that the damages the District would incur in the event the Bidder refuses to enter into a contract or fails to furnish such bonds are difficult to determine and are indefinite and uncertain. Therefore, the failure or refusal to enter into a contract or to furnish the required bond(s) shall result in the forfeiture of the bid security as liquidated damages.

C. **Bid Submission.**

- (1) One (1) completed copy of the bid form, signed by the bidder, shall be addressed and delivered to Heartland Community Schools, Attn: Superintendent, 1501 Front St., Henderson, NE 68371. E-mail, facsimile, electronic, or telephone bids are not allowed.
- (2) The subject line of the email must read: "Bid for Demolition Project"

- (3) Bids will be received until _____ am/pm local time on _____, 2024.
- (4) Any bid received after that time and date will not be opened or considered, and will be returned to the bidder.
- (5) The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Modification or Withdrawal of Bids.

- (1) Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the Superintendent of the Schools. Such notice will be received and duly recorded by the Superintendent on or before the date and time set for receipt of Bids. The Superintendent will verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.
- (2) Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.
- (3) After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the District of such error within two days or as otherwise required by law. Upon providing evidence of such error to the reasonable satisfaction of the District, the Bid shall be withdrawn if allowed by the District.
- (4) Except as otherwise provided by these Instructions, no bid may be withdrawn for a period of 30 days following the opening of Bids.

6. **PRE-BID CONFERENCE.** There is no scheduled Pre-Bid Conference. Bidders are encouraged to familiarize themselves with the site and may access the site for evaluation of existing conditions by contacting Superintendent Klein at jklein@heartlandschools.net or (402) 723-4434.

7. **CONSIDERATION OF BIDS.**

- A. **Opening of Bids.** Bids will be opened publicly and simultaneously in the presence of bidders and/or their representatives beginning at _____ am/pm local time on _____, 2024, or as soon as possible thereafter, in the **high school building**, Heartland Community Schools, 1501 Front St., Henderson, NE 68371.
- B. **Awarding of Bid.** The Bid will be awarded to the lowest responsible, responsive bidder. The winning Bid shall be announced by the Board of Education at its meeting to be held on _____, 2024, or at such other meeting determined by the Board.
- C. Bidders that fail to respond to any request for information or samples, whether written or verbal, may be deemed non-responsive and their bids may not be considered for the award.
- D. **Contact with Bidders.** The District reserves the right to conduct discussions with any or all invited Bidders for the purpose of clarification and modification. Discussion and negotiation may include, but is not limited to, the scope of the work, delivery schedule, and pricing.
- E. **Preference for Resident Bidder.** In accordance with NEB. REV. STAT. § 73-101.01, a resident Bidder shall be allowed a preference over a nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder.
- F. **Qualification of Bidders.** The District may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the District that such Bidder is properly qualified to carry out the obligations of the plans or specifications and to complete the work contemplated therein.
- G. **Disqualification of Bidders.** Bidders may be disqualified and their bids disregarded for reasons which include but are not limited to the following:

- (1) The District has reason to believe that Bidder has engaged in collusion.
 - (2) The Bidder being interested in any litigation against the District.
 - (3) The Bidder is in arrears on any existing contract or has defaulted on a previous contract.
 - (4) The Bidder has uncompleted work which, in the judgment of the District, will prevent or hinder the prompt completion of this construction project, if it were awarded to the Bidder.
 - (5) The Bidder has not been in the business for at least five years.
- H. Unless otherwise prohibited by law, the District may accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.
- I. Any work subcontracted by the Bidder is to be awarded by competitive bidding unless otherwise agreed by the District in writing.
- J. **Rejection Bids and Waiver of Informalities.** The District reserves the right (a) to terminate the bid process at any time; (b) to reject any or all bids; and (c) to waive formalities and minor irregularities in the bids received. The District further reserves the right to conduct a pre-award survey of any firm or individual under consideration to confirm any of the furnished information or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the District to be necessary for the successful performance of the contract. The District further reserves the right to cancel or amend the invitation to bid at any time and will notify all recipients accordingly.

8. **BONDS AND INSURANCE.**

- A. To secure the faithful performance of the work and to satisfy all of Bidder's payment obligations that arise on the project, the

successful Bidder will be required to provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract.

- B. The successful Bidder will also be required to provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.
- C. The Contractor shall procure and maintain Commercial General Liability, Business Automobile Liability, Workers' Compensation Insurance, Employers' Liability Insurance, Commercial Umbrella/Excess Liability Insurance, Professional Liability Insurance, Pollution Liability Insurance, and any other insurance and in the amounts required by law or the Contract Documents.
- D. The cost of such bonds and insurance must be included in the Bid.
- E. **Time of Delivery and Form of Bonds.**
 - (1) The Bidder must deliver the required bonds to the District not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder must, prior to commencement of the Work, submit evidence satisfactory to the District that such bonds will be furnished and delivered as required by these Instructions.
 - (2) The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the District.
 - (3) The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the District and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.
 - (4) The bonds shall be dated on or after the date of the Contract.

- (5) The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

9. **REQUIREMENT OF WRITTEN CONTRACT.** The terms and conditions of the contract shall be as provided in the attached AGREEMENT FOR DEMOLITION PROJECT HEARTLAND COMMUNITY SCHOOLS. Any proposed changes or modifications to the Contract Documents (other than insertions into contract blanks) must be presented in the Bid and will be taken into account during the selection process. Any Bidder who fails to submit any such changes or modifications with its bid waives the right to request changes in the Contract Documents after the Bid award.

10. **POST-BID INFORMATION.**

A. After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the District:

- (1) A designation of the Work to be performed with the Bidder's own forces;
- (2) Names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- (3) Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

B. The Bidder will be required to establish to the satisfaction of the Architect and/or District the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

C. Prior to the execution of the Contract, the Architect or District will notify the Bidder if either the District or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the District or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The District may accept the adjusted bid price or disqualify the Bidder. In the

event of either withdrawal or disqualification, bid security will not be forfeited.

- D. Persons and entities proposed by the Bidder and to whom the District and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the District and Architect.

11. **INQUIRIES.** Submit all questions, inquiries, or requests for clarification or site inspection by email to Superintendent Klein at jklein@heartlandschools.net.

BID FORM

PROPOSAL FORM FOR
DEMOLITION PROJECT
HEARTLAND COMMUNITY SCHOOLS

The undersigned bidder hereby agrees to furnish all labor, materials, tools, equipment, services, transportation, supervision, expertise, permits, licenses, notices, fees, and miscellaneous expenses required to complete the Work indicated in the Bidding Documents and proposed Contract Documents, subject to all addenda officially issued prior to bidding, for the following sum for the sum:

Total Lump Sum Bid:

\$_____ .00

_____ Dollars
(Amount shown in both numerals and words. In case of discrepancy, words shall govern.)

Addenda

Acknowledge receipt of Addenda No. _____, _____, _____,

Date _____, _____, _____,

And have included the provisions of these Addenda, if any, in my bid. Initials _____

Voluntary Substitutions

<u>Products</u>	<u>Manufacturer</u>	<u>Adjustment in Bid</u>
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____

Bidder will complete the project no later than _____, 2025.

Bidder: _____
(Company)

By: _____ Date: _____
(Signature)

**AGREEMENT FOR DEMOLITION PROJECT
HEARTLAND COMMUNITY SCHOOLS**

THIS AGREEMENT is entered into by and between **York County School District 93-0096**, commonly known as **Heartland Community Schools** (the "District") and _____ ("Contractor").

In consideration of mutual covenants, the parties agree as follows:

1. **Scope of the Contract.** Contractor shall provide to the District the goods and/or services (the "Work") as follows:
 - 1.1. Tear down and carry away all of the buildings and materials located at the Project Site (as described in section 2 below).
 - 1.2. Properly remove all materials and debris from such demolition from the Project Site and all District property and lawfully dispose of the same.
 - 1.3. Fill any excavated area or other low lying area to grade with clean soil.
 - 1.4. Maintain such reasonable barricades, warning signs, and devices as may be necessary to protect the public and any adjacent property.
 - 1.5. Provide employees, supervision, materials, equipment and services that are required to properly perform the Work.
 - 1.6. Perform work in accordance with all applicable federal, state, and local regulations relating to the removal and disposal of the debris and materials.
 - 1.7. At Contractor's expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work
2. **Project Site.** The Project Site is a property identified by the York County Assessor as Parcel Number 930122917, and informally described as LOTS 6-10 & THAT LAND LYING S OF THESE LOTS BOUND TO THE W BY N MAIN ST & TO THE S BY FRONT ST (EX TR 21-0-7) WAREHOUSE LOTS CITY OF HENDERSON, located in Henderson, NE 68371.
3. **Contract Price.** The District shall pay the Contractor the Contract Price in current funds for the Contractor's proper performance of the Contract and completion of the Work. The Contract Price, including without limitation general conditions and the Contractor's overhead and profit and subject to duly authorized additions and deductions, shall be the total sum of \$_____ (the "Contract Price").
4. **Contractor's Duties.** Contractor's duties are as follows:
 - 4.1. Contractor shall supervise, direct, and complete the Work using its best care, skill, attention, and diligence. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures for coordinating and completing the Work. Contractor shall cooperate with the District and any other person whose work may interfere with Contractor's Work, participate in

work schedules, and notify the District of any material interference with Contractor's Work.

- 4.2. Unless otherwise provided in the Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation and other facilities and services necessary for proper completion of the Work.
- 4.3. Contractor shall comply with all laws, ordinances, rules, regulations and orders of all public authorities relating to the Work. If the Agreement is at variance with any such law, ordinance, rule, regulation or order, Contractor shall notify the District in writing promptly upon discovery of such variance.
- 4.4. Contractor shall pay all state and federal taxes required by law in connection with the Work, including, but not limited to, sales, use, all employment, income, withholding and similar taxes and shall timely pay over such taxes, including taxes withheld from its employees' compensation, to the appropriate governing agencies and shall secure and pay for all licenses and permits necessary for the proper completion of the Work.
- 4.5. Contractor shall at all times, keep and maintain the construction site in a neat and clean condition. Contractor shall keep the premises and the surrounding area free from accumulation of waste materials and rubbish caused by construction operations. Immediately following completion of the Work, Contractor shall remove from and about the construction site waste material, rubbish and Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall pay for all disposal fees. If Contractor fails to maintain the construction site as provided herein, the District may do so and the cost thereof shall be charged to Contractor and/or deducted from payment then or thereafter due to Contractor.
- 4.6. Contractor shall provide for and oversee all safety orders, precautions and programs necessary for the reasonable safety of the Work and shall implement all safety instructions identified by the designated individual of the District. Contractor shall take all reasonable precautions for the safety of all employees, subcontractors and other persons for whom the work might affect all work and materials incorporated in the Project and all property improvements on the construction site and adjacent to the construction site. Contractor shall immediately notify the District of any personal injury or property damage at or near the construction site.

5. **Contract Documents.** The Contract Documents consist of this Agreement, the advertisement or invitation to bid, the Instructions to Bidders (and any supplementary instructions), the bid form and any other bidding forms, and any Drawings, Specifications, Addenda issued pursuant to the same.

5.1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of this Agreement (including any amendments accepted by both the District and Contractor attached hereto), the Instructions to Bidders (including any subsequent addenda), and Contractor's Bid, any inconsistency or conflict shall be resolved as follows:

5.1.1. First, by giving preference to the specific provisions of this Agreement and any accepted amendments;

5.1.2. Second, by giving preference to the specific provisions of the Instructions to Bidders;

5.1.3. Third, by giving preference to the specific provisions of Contractor's Bid, except that objections or amendments by a Contractor that have not been explicitly accepted by the District in writing shall not be included in this Agreement and shall be given no weight or consideration.

6. **Warranty.** Contractor warrants that all materials and equipment furnished shall be new and that all work under this Agreement shall be of first class quality, free from faults and defects and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor shall, at its sole cost and expense, repair or replace any defective material, equipment or workmanship which shall appear within a period of one year from the date of completion of the Work. In the event of repairs or replacements being necessary, Contractor agrees to repair or replace the same within three (3) days after notice by the District. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by this Agreement or the Attachments hereto. Payment by the District shall not (a) constitute an acceptance of work not done in accordance with this Agreement or (b) relieve Contractor of liability with respect to any express warranties or with respect to the responsibility for defective materials, equipment or workmanship. Notwithstanding the foregoing, and without limitation or prejudice to the same, Contractor shall furnish a warranty covering all labor, materials, and waste disposal for at least ten (10), with said warranty period to commence upon the entire Project reaching substantial completion.
7. **Change Orders.** The District may at any time make changes in, additions to, and/or omissions from the work to be performed and materials to be furnished under this Agreement, and Contractor shall promptly proceed with the performance of the modification upon execution of a written change order signed by Contractor and the District with a written notation of the cost or deduction for each modification and the delay of completion or time saving caused by such modification. A Change Order is a written instrument prepared by one of the parties and signed by the District and Contractor stating their agreement upon the change in the Work; the amount of the adjustment, if any, in the Contract Price; and the extent of the adjustment, if any, in the Contract Time. The Change Order shall be in a form acceptable to the District and Contractor. In the event the parties cannot agree on a Change Order form, they shall use AIA Document G701-2001.
8. **Suspension by the District for Convenience.** The District may order Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the District; provided, however, short/incidental stoppage of the Work shall not be deemed a suspension, delay, or interruption of work. The Contract Price and/or Contract Time may thereafter be reasonably adjusted by mutual agreement to account for any increase in the time and/or cost of performance of Work caused by such suspension, delay, or interruption.
9. **Protection of Work.** Contractor shall be responsible for its work, property and/or materials until completion and final acceptance of the Work, and shall bear the risk of any loss or damage until such acceptance. In the event of loss or damage, Contractor shall proceed promptly to make repairs or replacements of the damaged work, property, and/or materials at its expense, as directed by the District. Contractor waives all rights Contractor may have against the District for loss or damage to Contractor's work, property, or materials at the construction site, unless such loss or damage results from an intentional act of the District.
10. **Liens.** Contractor agrees (a) to immediately satisfy any lien or encumbrance which, because of any act, omission or default of Contractor or any subcontractor or materialmen, is filed

upon or against the property of The District and (b) to indemnify and hold harmless The District against all resulting losses, costs, and expenses.

11. **Time.**

11.1. **Contract Time Defined.** The "Contract Time" shall commence on the date of this Agreement and shall end with respect to all work under this Agreement no later than _____, 2025.

11.2. **Time of the Essence.** Contractor acknowledges that time is of the essence under this Agreement and agrees to timely perform its obligations and cause any subcontractors and materialmen to timely perform so that the Scope of the Contract may be completed within the Contract Time.

11.3. **Extensions.** An extension of time for any delay shall be granted only upon written consent by the District after a written claim is made by Contractor to the District within 72 hours after the occurrence causing such delay. Except for the suspension by the District for convenience, Contractor shall not be entitled to any increase in the price or to damages or additional compensation as a consequence of such delay.

12. **Payment.**

12.1. **Payment Terms / Payment Schedule.** Unless otherwise agreed, payments for Work actually completed shall be made monthly in proportion to Work performed.

12.1.1. Payments are due and payable thirty (30) days following Contractor's presentation to the District of an Application for Payment for Work actually completed and accepted by the District as provided herein, less retainage in the amount of 5% of the amount due and owing, provided that such Application for Payment is received by the District in sufficient time to be included in the board packet for the District's next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the approved Application for Payment is timely received by the District shall bear interest at the rate of twelve (12) percent per annum.

12.1.2. Upon final completion of the Work in accordance with the Agreement, Contractor shall provide written notice thereof to the District (the "Notice of Completion"). The final payment of the remaining balance due hereunder, including any retainage amounts, shall be made by the District to Contractor within thirty (30) days following Contractor's presentation to the District of the Notice of Completion and approved by the District as provided herein, provided that such Notice of Completion is received by the District in sufficient time to be included in the board packet for the District's next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the approved Notice of Completion is timely received by the District shall bear interest at the rate of twelve (12) percent per annum. The District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of the District under the Agreement.

12.2. **Acceptance of Services or Products.**

- 12.2.1. Contractor shall deliver any goods, perform any services, or both in accordance with the schedule set forth in the Instructions to Bidders, the time specified in a purchase order issued by the District, or this Agreement (whichever has been issued most recently).
- 12.2.2. Unless otherwise agreed to by the parties, Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the District ("Delivery Notice").
- 12.2.3. The District shall have thirty (30) days from the date of receipt of the Delivery Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- 12.2.4. If the District issues a rejection notice, Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The District shall not unreasonably withhold or delay its acceptance or rejection.

12.3. Title and Risk of Loss.

- 12.3.1. Title and risk of loss for goods shall remain with Contractor until goods are accepted by the District.
- 12.3.2. Insurance during shipment and until the goods are accepted by the District is the responsibility of Contractor.
- 12.3.3. The District shall be responsible for purchasing and maintaining builder's risk insurance sufficient to cover the total value of the entire project on a replacement cost basis. Contractor shall not include, and shall not charge the District, for any builder's risk coverage for all or any part of the Project.

12.4. **Offset.** In the event of any breach by Contractor of any provision or obligation of this Agreement, the District shall have the right, but not necessarily the obligation, to offset any payment due to or to become due to Contractor an amount sufficient to completely indemnify and hold harmless the District from any resulting loss, damage, or expenses therefrom. The District's right to offset is cumulative to, and with out prejudice to, any other rights that the District has under this Agreement, at law, or in equity.

12.5. **Payment Upon Termination.** Upon termination of this Agreement for any reason, Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to Contractor for the terminated portion of the work, (ii) claims that the Owner has against Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by Contractor that are part of the Contract Sum.

13. **Governing Law; Designation of Forum.** All aspects of this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska without regard to its choice of law rules. Any action between the Parties concerning causes of action arising from or related to this Agreement and/or the Project must be brought solely and exclusively in a trial court for the county in which the Project is located and within the State

of Nebraska; and the Parties hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement and/or the Project, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

14. Termination.

- 14.1. The District may terminate this Agreement in whole or in part if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The District shall notify Contractor as soon as practicable if funds to meet the District's obligations become unavailable. The determination of the District as to the insufficiency of funds is conclusive.
- 14.2. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing.
- 14.3. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 14.4. The District may terminate this Agreement, in whole or in part, by written notice to Contractor and may regard Contractor in default of this Agreement if Contractor becomes:
 - 14.4.1. Insolvent;
 - 14.4.2. Makes a general assignment for the benefit of creditors;
 - 14.4.3. Files a voluntary petition of bankruptcy;
 - 14.4.4. Suffers or permits the appointment of a receiver for its business or assets;
 - 14.4.5. Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - 14.4.6. Has wound up or liquidated, voluntarily or otherwise.
- 14.5. The District may terminate this Agreement, in whole or in part, immediately, without notice, if Contractor is debarred or suspended from performing services on any public contracts.
- 14.6. The parties may terminate this Agreement without cause by mutual written consent.
- 14.7. Upon the termination for any reason or expiration of this Agreement, Contractor promptly must return to the District all papers, materials and other property of the District then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the District.

15. Indemnification.

- 15.1. Contractor expressly agrees that it will hold harmless, defend, and indemnify the District, its employees, agents, board members, and representatives, against any and all claims, including without limitation any and all demands, rights, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations,

exemplary damages, consequential damages, punitive damages, liabilities, losses, expenses, and causes of action (hereinafter, "Claims") that arise out of, are related to, or are in connection with this Agreement, the Work, Contractor's performance hereunder, and/or Contractor's conduct at or related to the Project, provided however that Contractor's obligations in this paragraph specifically except any obligation to hold harmless, defend, or indemnify the District against any Claims caused solely by the District's own negligent or reckless conduct.

- 15.2. Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- 15.3. If any judgment shall be rendered against the District in any such action, Contractor shall, at his or her own expense, satisfy and discharge the same.
- 15.4. Any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- 15.5. Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

16. **Insurance.**

- 16.1. **Insurance Policies.** At its own expense and to the fullest extent allowed under law, Contractor shall furnish and maintain at least the following minimum insurance policies in force, which policies shall comply with the following minimum requirements:

- 16.1.1. **Commercial General Liability Insurance**

- 16.1.1.1. Coverage shall be no less broad than the ISO CG 00 01 coverage form.
- 16.1.1.2. Limits shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate.
- 16.1.1.3. Limits shall not be less than \$2,000,000 products and completed operations aggregate.
- 16.1.1.4. Completed operations coverage to be maintained for the period of time the District may be held legally liable for Contractor's services or work.
- 16.1.1.5. Contractor shall waive subrogation in favor of the District.
- 16.1.1.6. Additional Insured Status:
 - 16.1.1.6.1. To the fullest extent of coverage allowed under applicable law, the District shall be included as an additional insured for any and all liability arising out of Contractor's services and work, this Agreement, and the Project. Additional Insured status shall apply to both ongoing and completed operations.

- 16.1.1.6.2. Additional Insured status must be maintained for the period of time Contractor may be held legally liable for its services or work.
- 16.1.1.6.3. Contractor must include this requirement of its subcontractors, if any.
- 16.1.1.6.4. Coverage shall apply on a primary and non-contributory basis.

16.1.2. Workers' Compensation/Employer's Liability Insurance

- 16.1.2.1. Workers' Compensation in accordance with applicable state law.
- 16.1.2.2. Employer's Liability Insurance limits shall not be less than \$500,000.
- 16.1.2.3. Contractor shall waive subrogation in favor of the District.

16.1.3. Automobile Liability Insurance

- 16.1.3.1. Limits shall not be less than \$1,000,000 combined single limit.
- 16.1.3.2. Coverage must apply to any auto, including any owned, hired and non-owned autos used by Contractor, its employees, agents, subcontractors or suppliers.
- 16.1.3.3. Contractor shall waive subrogation in favor of the District.

16.1.4. Umbrella/Excess Liability Insurance

- 16.1.4.1. Limits shall be no less than \$2,000,000.
- 16.1.4.2. Coverage shall be on a follow-form basis.
- 16.1.4.3. Coverage shall apply as excess to commercial general liability, automobile liability, and employer's liability.
- 16.1.4.4. Waiver of subrogation in favor of the District.
- 16.1.4.5. The District to be included as an Additional Insured.

16.1.5. Contractor's Errors & Omissions Insurance

- 16.1.5.1. Limits shall be no less than \$1,000,000 per occurrence and no less than \$1,000,000 in the aggregate.
- 16.1.5.2. Coverage shall include pollution coverage and shall insure Contractor for negligent acts, errors, or omissions arising out of the performance of any professional services or any of Contractor's performance hereunder.
- 16.1.5.3. Coverage shall be maintained for at least five years following the termination of this Agreement.

16.2. Contractor's Additional Insurance Obligations.

- 16.2.1. Contractor shall deliver to the District certificates of insurance evidencing all of the required insurance coverages and endorsements described above.
- 16.2.2. Contractor (or its insurance carrier) must provide written notice to the District no less than 30 days prior to any cancellation or non-renewal of Contractor's insurance coverage.
- 16.2.3. Any self-insured retention on any of the required coverages must be clearly disclosed on the certificates of insurance and are subject to the District's written approval.
- 16.2.4. The District has the right to require a proper form of collateral for any self-insured retention.
- 16.2.5. Contractor's insurance, whether or not specified or required herein, shall be primary to any insurance maintained by the District.
- 16.2.6. Contractor's insurance carriers must have an A.M. Best rating of not less than A- VIII.
- 16.2.7. The District has the right to receive copies of any of Contractor's insurance policies upon written request.
- 16.2.8. The District's acceptance of Contractor's certificate of insurance does not relieve any of Contractor's responsibilities under this Agreement and shall not constitute a waiver of Contractor's obligation to provide insurance as required by this Agreement.
- 16.2.9. Among other grounds to withhold payment, Contractor's failure to fully comply with all insurance requirements hereunder provides the District sufficient grounds to withhold some or all payments otherwise due Contractor.
- 16.2.10. The District has the right, but not necessarily the obligation, to declare Contractor's failure to fully comply with these insurance requirements a material breach of Contractor's obligations hereunder.
- 16.2.11. Contractor must require that its subcontractors, if any, meet or exceed the minimum insurance requirements described herein.
- 16.2.12. Contractor shall include all policy endorsements required herein.
- 16.2.13. All of the coverage limits stated herein are minimum insurance limits and shall not be construed in any way to limit the liability of Contractor.

17. Contractor Bonds.

- 17.1. **Payment Bond.** To secure the faithful performance of the work and to satisfy all of Contractor's payment obligations that arise on the project, Contractor shall provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental

which is actually used or rented in the performance of the Contract. The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the School District and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

17.2. **Performance Bond.** Contractor shall provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company. The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the School District.

17.3. **Time of Delivery and Form of Bonds.**

17.3.1. Contractor must deliver the required bonds to the School District no later than three days following the date of execution of the Contract.

17.3.2. The bonds shall be dated on or after the date of the Contract.

17.3.3. Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

18. **Public Records.** Contractor acknowledges that the District must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

19. **Publicity.** The District does not endorse the goods or services of Contractor. Except for listing the District as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by Contractor without the prior written approval of the District.

20. **Drug/Alcohol/Tobacco/Weapons Free Workplace.** Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. Contractor and all subcontractors, if any, also shall adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

21. **Nondiscrimination.** Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

22. **Independent Contractor Relationship.** Nothing herein shall be construed to create an employment relationship between the District and Contractor, it being expressly understood that at all times that Contractor is and shall remain an independent contractor to the District. This Agreement does not render Contractor an employee, partner, agent, representative, member, or joint venture of or with the District. Neither Contractor nor any of its employees or subcontractors shall have any claim against the District or any of its related or affiliated

entities for any employment benefits whatsoever, including without limitation vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

23. **Employment Eligibility Verification.** Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009, and who are physically performing services within the State of Nebraska. If Contractor employs or contracts with any subcontractor in connection with this Agreement, Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
24. **Fair Labor Standards.** Pursuant to NEB. REV. STAT. § 73-102, Contractor certifies that it is complying with, and will continue complying with, fair labor standards in the pursuit of its business and in the execution of this Agreement. For the purposes of this section, fair labor standards means a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as Contractor.
25. **Unemployment Compensation.** Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.
26. **Injury or Damage.** If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.
27. **Sales Tax.** The District is exempt from sales tax and shall not pay any sales tax under this Agreement. The District will provide Contractor with applicable sales tax exemption certificates upon written request.
28. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

District: Heartland Community Schools
Attn: Superintendent
1501 Front St.
Henderson, NE 68371

With copy to:

Coady H. Pruettt, Legal Counsel
KSB School Law, PC, LLO
206 S. 13th St., Suite 1100
Lincoln, Nebraska 68508

Contractor: _____

Notice is effective only if the party giving the Notice has complied with this section.

29. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
30. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
31. **Waivers.**
- 31.1. The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced.
- 31.2. No failure or delay:
- 31.2.1. In exercising any right or remedy, **or**
- 31.2.2. In requiring the satisfaction of any condition under this Agreement, **and**
- 31.2.3. No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
- 31.3. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
32. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
33. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
34. **Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the District, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, pandemic, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial

action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.

35. **Assignment.** This Agreement binds the parties and their respective successors and assignees. Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the District.
36. **Subcontractors.** Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the District.
37. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.
38. **Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
39. **Rights and Remedies Cumulative.** Any enumeration of the District's rights and remedies set forth in this Agreement is not exhaustive. The District's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the District's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
40. **Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
41. **Contractor Representations.** Contractor represents and warrants the following to the District (in addition to any other representations and warranties contained elsewhere), as an inducement to the District to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:
 - 41.1. That it and its subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
 - 41.2. That it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
 - 41.3. That it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
 - 41.4. That its execution of this Agreement and its performance thereof is within its duly authorized powers;
 - 41.5. That its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and

41.6. That it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing representations and warranties are in addition to, and not in lieu of, any and all other liability imposed upon Contractor by law with respect to Contractor's duties, obligations, and performance hereunder. Contractor acknowledges that the Owner is relying upon Contractor's skill and experience in connection with the Work called for hereunder.

42. **Badging, Identification, and Other Rules.** When present on the District's property, Contractor and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall

- 42.1. wear uniform at all times with company identification;
- 42.2. carry photo identification;
- 42.3. not smoke or otherwise use tobacco;
- 42.4. not use, or be under the influence of, alcohol or drugs;
- 42.5. not carry a firearm or other weapon; and
- 42.6. comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

43. **Background Checks.** Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the District. The District will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

THE DISTRICT

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LEASE AGREEMENT

This Agreement is made by and between **York County School District 93-0096**, commonly known as **Heartland Community Schools**, a Nebraska political subdivision ("Lessor" or "District"), and _____, ("Lessee").

WHEREAS, an important role and mission of the District is to enhance community services and involvement with the District and to enable use of District facilities consistent with state law and board policy;

WHEREAS, the District is authorized to lease its facilities by law, and in doing so herein intends to enhance valuable services to the community and its staff, including the ability to attract and retain high quality staff;

WHEREAS, Lessee desires to lease certain space from the District for purposes of operating a childcare program in accordance with terms of this Agreement and applicable law;

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

- 1. Leased Premises.** The District leases to the Lessee [Define the space, such as "two rooms located at X address" and consider attaching a building floorplan with the lease space highlighted] for purposes of operating a childcare/daycare program. In addition, Lessee shall have access to the kitchen and restroom spaces proximate to the Lease Premises. Lessee shall have access to other school facilities, such as playgrounds, with permission of the District when those facilities are not in use by the District or others permitted by the District to use those facilities. These shall be referred to as the "Leased Premises."
- 2. Childcare Program.** The childcare program provided by Lessee shall serve children and dependents of the District's employees and other children and dependents within the District's community by providing an infant room, toddler room, and 3-4 year old room. The District will continue to operate its pre-Kindergarten program as it exists as of the signing of this Agreement, though it may be modified or eliminated by the Board of Education of the District in its sole discretion and without regard to the impact it may have on Lessee's operation. [NOTE: This is also where we could include any other obligations of the program, such as a requirement to participate in Step Up to Quality or other requirements of its operation the District intends to demand.]

- 3. Parking.** Parking at the Leased Premises is available as space permits, and the District does not guarantee parking will be available on District property. Parking is not included as part of the "Leased Premises," and the District may at any time restrict the use of its parking space to attendees of District events and programs.
- 4. Use of Leased Premises.** Lessee shall use the Leased Premises to operate a licensed childcare program. Lessee shall not use the Leased Premises for any other purpose without the prior written consent of the District's Board. Lessee may use the Leased Premises on the terms and conditions specified herein. Lessee understands and agrees that it will not exercise the rights granted to it by the District in such a way as to interfere with or adversely affect (1) any other property of the District or (2) the operation and control of any of the programs of the District. Lessee will not permit the Leased Premises to be used in any manner contrary to the legitimate educational interests of the District. Lessee shall comply with all laws, regulations, orders, ordinances and other requirements now or later pertaining to Lessee's use of the Leased Premises including, but not limited to, any state licensing and inspections required for operating its childcare program(s).
- 5. Control and Supervision.** Lessee shall be responsible for the supervision and safety of the children it serves, its employees, and the parents and other persons who visit Lessee and the Leased Premises. Lessee shall exercise that degree of control and supervision as is necessary to manage the Leased Premises effectively. Such control and supervision will include the enforcement of rules and regulations for the safety of persons who visit or use the Leased Premises. The District shall ensure that all shared doors remain locked during school business hours.
- 6. Furniture, Equipment, and Supplies.** The District will provide the Leased Premises in a finished condition, including any necessary lighting, painted walls, and doors. Lessee shall provide all other furniture, equipment, fixtures, and supplies necessary for its operation.
- 7. Use of Leased Premises by Other Persons or Organizations.** Lessee may not allow any other person or entity not subject to this Agreement to use the Leased Premises at any time for any reason. Lessee will abide by all District policies and will require all third parties accessing the Leased Premises to also comply with such policies, along with any reasonable rules implemented by the District's Superintendent which the Superintendent may impose or modify in the Superintendent's sole discretion. In the event the District chooses to restrict or remove

any individual's authority to enter onto District property, such restriction will also apply to access to the Leased Premises.

- 8. Maintenance and Cleaning.** The District will provide general cleaning, custodial, and maintenance services for the Lease Premises. The Lessee shall be responsible for all other cleaning and custodial work, including any legal obligations on Lessee that may require different cleaning and upkeep requirements than those of the District. Lessee shall at all times maintain the Leased Premises in good condition subject to such reasonable standards as the District may adopt from time to time. Lessee will help comply with such standards of maintenance and cleaning by ensuring the Leased Premises is clear of clutter and picked up each day. The Lessee may request additional maintenance or fixes to the Leased Premises by notifying the District's Superintendent in writing. The District's Superintendent will approve or deny the request and coordinate with District employees or contractors for approved requests. The Lessee understands this may occur during its operating hours and will coordinate with the District's Superintendent to complete the work.
- 9. Utilities and Phone.** The District shall provide and pay for all utilities for the Leased Premises except as otherwise provided in this Agreement. The District shall also allow the Lessee to list and utilize the same phone number as that of the District, and District staff will answer calls intended for the Lessee and transfer them to the Lessee.
- 10. Food and Drinks.** Lessee shall provide all meals, snacks, and other food and drinks necessary for its operation. Lessee will have access to the kitchen space within the Leased Premises, but Lessee will not have access to other District kitchen spaces or its meal program.
- 11. Access to Leased Premises.** The District grants to Lessee the right of access across its property for purposes of access to the Leased Premises and will also permit such access to all other persons who are authorized by Lessee to access the Leased Premises, such as parents for drop off and pick up.
- 12. Term.** This Agreement shall remain in full force and effect from _____, 2025, to _____, 2025, unless sooner terminated or modified by mutual agreement of the parties. This Agreement may be terminated by either party for any reason with **ninety (90)** days written notice, unless a shorter period is permitted herein such as an event of default. Unless such **90-day** notice is given, this Agreement shall automatically extend for an additional one-year term.

Upon termination of this Agreement, the rights of Lessee shall terminate, and all rights granted to Lessee hereunder shall revert to the District.

- 13. Consideration.** As consideration for its use of the Lease Premises, Lessee shall hold X spots in its infant room; Y spots in its toddler room, and Z spots in its 3-4 year old room *exclusively* for children and dependents of District employees. Even if District employees are not currently utilizing all reserved spots, meaning they remain unfilled despite current capacity of the Lessee's programs, Lessee shall hold them for use by District employees at no cost to the District or any of its employees unless authorized to fill the held spots by the District's Superintendent in writing. Failure to have the required number of held spots available for District employees will constitute a material breach of this Agreement and constitutes grounds for termination of the Agreement without notice as otherwise required in this Agreement.
- 14. Alterations.** Lessee shall not remodel, alter, or change the Leased Premises without the prior written consent of the District. Prior to making any alteration requiring District's consent, Lessee shall submit plans for such alteration to the District for the District's review and approval. Costs relating to any alteration to the Leased Premises by Lessee with the consent of the District shall be paid by Lessee unless the District and Lessee otherwise agree in writing.
- 15. Signs.** Lessee must obtain the District's prior written consent before installing any sign on District property or the Leased Premises. All signs shall comply with all applicable local, state, and federal laws and ordinances, and the requirements of the District.
- 16. Ownership.** The Leased Premises and all improvements relating thereto, including any replacement thereof, shall at all times be and remain the sole and exclusive property of the District. Lessee shall have no right, title or interest therein or thereto; provided, however, Lessee's personal property located in or on the Leased Premises shall remain the property of Lessee.
- 17. District's Personal Property.** Any personal property of the District which is brought into the Leased Premises by virtue of the District's use of the Leased Premises or by loan to the Lessee shall remain the property of the District unless otherwise specified herein.
- 18. Default.** Lessee shall be in default under this Agreement if it breaches, defaults on or otherwise fails to perform or satisfy any agreement,

obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after Lessee receives written notice of such breach or failure to perform from the District; or, if such breach cannot reasonably be cured within such 30-day period, and Lessee fails to commence to cure such breach within such thirty (30) days after notice from the District or fails to proceed diligently to cure such breach within a reasonable time thereafter.

18.1. Upon the occurrence of an event of default, the District may, in addition to any other remedy or right given by law, terminate this Agreement by delivery of written notice of such termination to Lessee and, thereupon, the District may enter the Leased Premises or any portion thereof, upon the dates specified in such notice; and the District shall be entitled to retake possession of the Leased Premises. If the District elects to terminate the Agreement, Lessee shall forfeit all rights relating to the Leased Premises.

18.2. No remedy herein conferred upon or reserved to the District is intended to be exclusive of any other remedy herein or any remedy provided or permitted by law; but each shall be cumulative, shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.

19. Assignment and Subletting. Lessee shall not assign any rights in this Agreement or sublet the Leased Premises without the express written consent of the Board of Education of the District.

20. Insurance. Lessee shall maintain, at its sole cost and expense, public liability insurance to protect against liability incident to the use of or resulting from any accident occurring in, on, about, or proximate to the Leased Premises and any District Property accessed by the Lessee or its employees, invitees, or guests. The minimum coverage under such insurance shall be \$1 million for any person for any number of claims arising out of a single occurrence, and \$5 million for all claims arising out of a single occurrence. Lessee agrees to cause the District to be named as an additional insured on the policy described in this paragraph and shall take any other action which is necessary and effective to obtain a waiver of subrogation from the insurer such that neither Lessee nor the District shall be liable to the insurer for negligence.

- 21. Notices.** Notices required under this Agreement shall be sufficient if in writing and if personally delivered, sent via electronic mail, or mailed by certified mail, return receipt requested, to the Superintendent of the District and the undersigned authorized representative of the Lessee.
- 22. Destruction of Leased Premises.** If a portion of the Leased Premises or the building is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Leased Premises unfit ("Event") such that Lessee is prevented from conducting its business in the Leased Premises in a manner reasonably comparable to that conducted immediately before such Event, then Lessee may terminate this Lease by delivering written notice to the District of its election to terminate immediately after the Event. If Lessee does not so timely terminate this Lease, then the District shall repair the building or the Leased Premises, as the case may be, as provided below.

The District shall, within fifteen (15) days after such Event, deliver to Lessee a good faith estimate of the time needed to repair the damage caused by such Event. The District shall be responsible for repairing the same in a timely manner at the District's own expense. The District is not responsible for damage or loss to any of Lessee's property, and Lessee agrees to insure itself for the same, unless provided here in.

- 23. Indemnification.** The Lessee agrees at all times to indemnify, protect and hold the District harmless for each and every cost, expense, loss, claim, liability or damage, including but not limited to attorneys' fees and court costs, arising in any manner out of its use of the Leased Premises, except to the extent, and only to the extent, that such costs, expense, loss, claim, liability or damage is the direct result of a negligent act or intentional misconduct of an employee of the District.
- 24. Drug/Alcohol/Tobacco/Weapons Free Workplace.** Lessee and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the term of this Lease while on District premises or at District related functions. Lessee and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on District property or at District related functions. Lessee and all subcontractors, if any, also shall adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on District premises or at District related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate Lessee,

subcontractor, or both if it violates these laws, regulations, or policies or this provision.

- 25. Nondiscrimination.** Lessee and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

- 26. Employment Eligibility Verification.** Lessee shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If Lessee employs or contracts with any Subcontractor in connection with this Agreement, Lessee shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

- 27. Applicable Law.** This Agreement shall be governed by the laws of the State of Nebraska.

- 28. Amendment.** Any amendments to this Agreement shall be valid only upon the mutual agreement of the District and Lessee and when reduced to writing.

Heartland Community Schools
Lessor/District

[DAYCARE NAME]
Lessee

By: _____
School Board President

By: _____

Date: _____, 2025.

Date: _____, 2025.

Cooperative Sponsorship Discussion: Heartland Community Schools & Hampton Public Schools

Background:

In late-Spring 2024, Hampton Public Schools made an inquiry about our possible interest in discussing cooperative sponsorships of sports. Both districts agreed to wait until the Fall of 2024 before visiting with each other on the topic so that we could further examine our needs and interest in the matter.

A committee of three board members and superintendents from each district have met twice this Fall to conduct introductory and exploratory conversations. Those meetings occurred on Wednesday, October 2nd and on Wednesday, November 6th.

Conversations up to this point have been very positive and very productive. Through discussion on the topic, the groups identified possible goals/outcomes to be achieved through such an agreement.

Those goals/outcomes might include:

- Greater consistency in the number of student-athletes participating in all sports programs.
- Greater consistency in numbers would benefit efforts at the developmental levels – Junior High, Reserve, Junior Varsity, etc.
- Synergies could be created by combining important resources such as our human resources (coaches, etc.) and our facilities portfolios.
- It's reasonable to envision more consistency and greater resources leading to an increased number and increased quality of opportunities for our students and student-athletes to excel and to succeed.

Items Discussed At The Committee Level

1. Both districts indicated an emphasis on any partnership being geared towards the long term.
2. Both districts indicated that a balanced and equitable partnership is what is desired.
3. A cooperative sponsorship of sports programs would be fully comprehensive and would include both the JH and HS levels and would include all sports programs currently offered by both or either district.

**Cooperative Sponsorship Discussion:
Heartland Community Schools & Hampton Public Schools**

4. A comprehensive cooperative sponsorship of this nature would reasonably facilitate a new/original name for the cooperative sponsorship and the teams competing within that agreement. Consequently, this would also then reasonably facilitate a new/original mascot and color scheme for the cooperative sponsorship teams.
5. A change in conference affiliation would likely be necessary for one of the districts. Heartland Community Schools currently participates within the Southern Nebraska Conference (SNC) and Hampton Public Schools currently participates in the Crossroads Conference (CRC). Basic statistics on the two conferences have been compiled and examined on a cursory level.
6. Current participation numbers and coaching/staffing levels have been compiled and examined on a cursory level.
7. It is expected that the combining of schools in a sports cooperative would consistently place the cooperative in the low-middle level of a C-2 / Class C classification by NSAA in all sports.
8. Execution of the agreement structure might benefit by designating one of the schools as a lead school. This would facilitate better functionality and clarity on the operational side of things and it would create a consistent structure for any possible dispute resolution that might occur. At the committee level there was reasonable agreement that Heartland Community Schools might serve in the role of lead school.
9. A potential timeline was discussed for reaching formal completion and mutual agreement by both boards for a cooperative sponsorship by some time in February. This would allow the cooperative sponsorship to begin in all sports with the coming 25-26 school year. The only exception would be HS football which would start the following year (26-27), and this would be due to the two-year scheduling and classification cycle in place by NSAA which we are currently in the middle of.
10. Future discussion between the committees past this point in time would indicate a strong, mutual desire to likely achieve an agreement for the 25-26 school year. Heartland asked Hampton to end discussions they might be having with other districts in order for this to be possible from Heartland's perspective. Both boards are now expected to individually consider whether to move forward with the intent of trying to successfully put an agreement together between our two districts.
11. In the meantime, the superintendents will continue to work on putting information together and to work on constructing a preliminary framework for a potential comprehensive agreement.

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is entered into and made effective this 11th day of November, 2024, by and between **Kroeker Grain and Lumber Co., Inc.** (the "Seller"), and **York County School District 93-0096**, commonly known as **Heartland Community Schools** (the "Buyer").

RECITALS

A. Seller owns certain Real Property located in York County, Nebraska, legally described as follows:

LOTS 6-10 & THAT LAND LYING S OF THESE LOTS BOUND TO THE W BY N MAIN ST & TO THE S BY FRONT ST (EX TR 21-0-7) WAREHOUSE LOTS CITY OF HENDERSON]

B. Seller desires to sell the Real Property to Buyer, and Buyer desires to purchase and acquire the Real Property from Seller, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into and made a material part of this Agreement) and the mutual promises, covenants, conditions and agreements set forth herein, Buyer and Seller agree as follows:

ARTICLE 1. PURCHASE AND SALE OF PROPERTY

1.1. Agreement to Purchase and Sell. Upon the terms and subject to the conditions set forth in this Agreement, and in reliance upon the representations and warranties made herein by each party to the other, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Real Property and all rights and appurtenances relating thereto (collectively the "Property") at Closing.

1.2. Closing. The Closing of the purchase and sale of the Property will be held no later than 3 p.m., December 31, 2024. If the Closing has not occurred by 3 p.m., December 31, 2024. this Agreement shall be terminated in its entirety and shall be of no further force or effect whatsoever unless an extension to this deadline is mutually agreed to in writing by the Seller and the Buyer prior to 3 p.m., December 31, 2024.

1.3. Purchase Price. In consideration of Seller's agreement to convey the Property, and subject to the terms and conditions of this Agreement, Buyer agrees to pay Seller the sum of two hundred fifty thousand Dollars (\$250,000) (the "Purchase Price") in the manner specified in Section 1.4 of this Agreement.

1.4. Payment of Purchase Price. Subject to adjustments and prorations contemplated hereunder, Buyer agrees to pay the Purchase Price to Seller in the following manner: the Purchase Price shall be paid to Seller in certified funds at Closing.

1.5. Title Insurance Commitment; Delivery of Deed; Title Insurance Policy.

1.5.1. Title Insurance Commitment. Buyer shall order a current title insurance commitment (the "Commitment") evidencing marketable title to the Property vested in Seller, free and clear of all liens and encumbrances, except easements and restrictions of record which will not interfere with Buyer's intended use of the Property for school purposes. Should a valid title defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the date of delivery of Buyer's attorney's opinion describing the defect. If the title defect is not cured within said 30 day period, then Buyer shall have the option, but not necessarily the obligation, to (i) rescind this Agreement; or (ii) extend the Closing for a reasonable period of time to permit Seller to cure such defect.

1.5.2. Delivery of Deed and Possession. At Closing, Seller shall deliver to Buyer a properly executed and acknowledged general warranty deed, in the form attached hereto as Exhibit A, conveying marketable fee simple title to Buyer, free and clear of all liens, encumbrances, special assessments levied or assessed, and subject to acceptable easements, restrictions and covenants of record. Seller shall deliver possession of the Property to Buyer at Closing.

1.5.3. Title Insurance Policy. Buyer shall be responsible to obtain title insurance insuring Buyer's interest in the Property in an amount equal to the Purchase Price subject only to (i) liens of current local property taxes, not yet due and payable; and (ii) such covenants, conditions, and restrictions of record, public utility easements, and zoning ordinances which will not adversely affect the value of the Property for Buyer's intended use (hereinafter collectively referred to as "Title Insurance"). The premium for the Title Insurance shall be paid entirely by Buyer.

1.5 Costs. Buyer shall pay: (a) any fee which becomes payable upon recordation of the warranty deed conveying title to the Real Property from Seller to Buyer. Seller shall pay applicable Nebraska Documentary Stamp Taxes, if any, which become payable upon recordation of the warranty deed.

1.6 Taxes. Seller shall be responsible for real estate taxes on the Property for all years prior to the year in which the Closing occurs. Real estate taxes for the calendar year in which the Closing occurs shall be prorated to the Closing Date, with Seller being responsible for payment of all real estate taxes on the Property for the period prior to the Closing Date and Buyer being responsible for payment of all real estate taxes on the Property beginning with the Closing Date and going forward. The real estate taxes shall be prorated on the basis of the most current assessment for the Property and based upon the most current tax levy as set by the Board of Equalization of York County.

ARTICLE 2. WARRANTIES

2.1. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

2.1.1. Authority Relative to Agreement. This Agreement has been executed by the Seller and constitutes the legal, valid, and binding obligation of Seller, and is enforceable against Seller in accordance with its terms.

2.1.2. No Brokers. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

2.1.3. **No Options or Rights of First Refusal.** The property is free and clear of all liens and encumbrances not recorded, including without limitations any and all rights of first refusal, options to purchase, or any other preemptive right to purchase the Property.

2.1.4. **No Hazardous Substances.** There has been no release, threatened release, presence, leak, spill, discharge, or emission of any "Hazardous Substance", to the surface water, groundwater, air, or soil at, on, or within the Property. As used herein, the term "Hazardous Substance" shall mean any substance which is or contains (1) any "hazardous substance" as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*) ("CERCLA") or any regulations promulgated under CERCLA; (2) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 *et seq.*) ("RCRA") or regulations promulgated under RCRA; (3) any substance regulated by Toxic Substances Control Act (15 U.S.C. §2601 *et seq.*); (4) gasoline, diesel fuel, or other petroleum hydrocarbons; (5) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (6) polychlorinated biphenyls; (7) radon gas; and (8) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any applicable federal or state laws relating to any of the Property. Hazardous substances shall include, without limitation, any substance, the presence of which on the property, (a) requires reporting, investigation, or remediation under applicable law, (b) causes or threatens to cause a nuisance on the property or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the property or adjacent property; or (c) which, if emanated or migrated from the property, could constitute a trespass.

2.1.5. **Survival.** All of Seller's representations and warranties contained in this Agreement shall survive the Closing and/or termination of this Agreement.

JK

2.2. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

2.2.1. Authority Relative to Agreement. Buyer is a political subdivision and body corporate duly organized and in good standing under the laws of the State of Nebraska and has all requisite authority and power to execute, deliver, and perform this Agreement. All necessary actions required in order to authorize the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby have been duly and validly taken by Buyer. Buyer's Board of Education approved the terms set forth herein and authorized the execution hereof or will do so at a regular meeting held in accordance with Nebraska law. This Agreement has been executed by an authorized representative of Buyer and constitutes the legal, valid, and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms.

2.2.2. No Brokers. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to the execution of this Agreement or the consummation of the transactions contemplated hereby.

2.2.3. Survival. All of Buyer's representations and warranties contained in this Agreement shall survive the Closing and/or termination of this Agreement.

**ARTICLE 3.
OTHER AGREEMENTS**

3.1. Inspection and Testing. At any time after the execution of this Agreement by all parties and prior to Closing, Buyer and its employees and agents shall have the right to enter upon the Property and perform such tests and inspections as it deems necessary to determine suitability of the Property for its intended use. Buyer shall restore the Property if (a) such tests alter the grade, compaction, or vegetation and (b) this Agreement fails to close for any reason. Buyer hereby agrees to indemnify, defend, and hold harmless Seller from and against: (i) any and all claims, actions, damages, or expenses (including attorney's fees) arising from Buyer's tests and/or inspections conducted on the Property (including personal injury, death, and property damage); and (ii) any mechanic's liens filed against the Property resulting from the Buyer's tests or inspections. The terms and conditions of this Section shall survive the Closing and/or termination of this Agreement. The costs of these inspections will be paid by the Buyer.

3.1.1. Buyer will notify Seller in writing within twenty-one days of the completion of any test or inspection (1) of any physical deficiencies that Buyer is requesting Seller correct ("Deficiency Notice"), or (2) if the Buyer rejects the Property or personal property due to its unsatisfactory condition ("Rejection").

3.1.2. If the Buyer does not provide the Seller with either of the notices indicated in paragraph 3.1.1 within twenty-one days of the completion of the test or inspection, the Property and personal property will be deemed acceptable to the Buyer.

3.1.3. This Agreement will be null and void if the Buyer provides the Seller with a Rejection.

3.1.4. Seller shall have five days to respond to Buyer in writing to a Deficiency Notice. Seller's failure to so respond shall give the Buyer the option to terminate this Agreement.

3.1.5. By accepting the Property or personal property, Buyer does not waive, release, or relinquish any claims he might have against anyone for misrepresentation, concealment, fraud, or any other cause of action.

3.2. Environmental Liability. Nothing herein shall be construed to relieve Seller of liability arising from or related to the presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance" to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date. Further, nothing herein shall be construed to transfer liability, including without limitation any financial obligation or indemnity obligation, from Seller to Buyer arising from or related to the presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance," to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date. Seller expressly agrees that to the extent that there is any presence, release, threatened release, leak, spill, discharge, or emission of any "Hazardous Substance," to the surface water, groundwater, air, or soil at, on, or within the Property prior to the Closing Date, then: (a) a party other than Buyer was the "sole cause" of the presence, release, threatened release, leak, spill, discharge, or emission of such "Hazardous Substance" and the damages caused thereby; (b) Buyer did not actually know of the presence, release, threatened release, leak, spill, discharge, or emission of such "Hazardous Substance" prior to the Closing Date; and (c) Buyer undertook appropriate inquiry prior to the Closing Date to minimize its liability. The terms and conditions of this section shall survive the Closing and/or termination of this Agreement.

3.3. Other Costs. Except as otherwise expressly provided herein, Buyer and Seller shall pay their own respective attorney fees and other costs and expenses incurred in connection with the preparation, execution, and performance of this Agreement.

ARTICLE 4.
CONDITIONS OF CLOSING

4.1. Buyer's Conditions of Closing. Buyer's obligation to close on the purchase of the Property is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:

4.1.1.**Warranty Deed.** Buyer shall receive from Seller an executed and acknowledged warranty deed to the Property, substantially similar to the form attached hereto as Exhibit A, in accordance with Section 1.5 of this Agreement.

4.1.2.**Accuracy of Warranties.** All representations and warranties of Seller contained in this Agreement shall be true and correct at and as of Closing and Seller shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

4.2. Seller's Conditions of Closing. Seller's obligation to perform hereunder is expressly conditioned upon the complete and timely fulfillment of the following at or prior to Closing:

4.2.1.**Payments.** At Closing, Buyer shall deliver to Seller the Purchase Price in accordance with Section 1.4 of this Agreement.

4.2.2.**Accuracy of Warranties.** All the representations and warranties of Buyer contained in this Agreement shall be true and correct at and as of Closing and Buyer shall have performed all agreements and covenants and satisfied all conditions on its part to be performed or satisfied by Closing pursuant to the terms of this Agreement.

AK

**ARTICLE 5.
MISCELLANEOUS**

- 5.1. Binding Effect; Benefits.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, agents, and permitted assigns except as provided otherwise in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors, agents, and permitted assigns any right, remedy, obligation, or liability under or by reason of this Agreement.
- 5.2. Counterparts.** This Agreement may be executed, acknowledged, delivered and transmitted in counterparts, by facsimile process or otherwise, each of which when so executed, acknowledged, delivered or transmitted shall be deemed an original, but all of such counterparts shall constitute one and the same instrument.
- 5.3. Delivery of Documents.** This Agreement properly executed and any document or notice required or permitted to be delivered hereunder shall be in writing and shall be deemed delivered on the same day if personally delivered or two (2) days after deposit in the U.S. mail if delivered by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller: Kroeker Grain and Lumber Co., Inc. ®
1131 N Main Street Box 157
Henderson, NE 68371

If to Buyer: Heartland Community Schools
Attn: Superintendent
1501 Front St.
Henderson, NE 68371

With a copy to: Coady H. Pruettt
KSB School Law, PC, LLO
206 S. 13th St., Suite 1100
Lincoln, NE 68508

or to such other address as any party shall specify by written notice so given.

- 5.4. Entire Agreement.** This Agreement, together with the exhibits attached hereto and all other documents to be delivered pursuant hereto, constitute the complete and exclusive written expression of the terms and conditions of the agreement among the parties and supersedes all prior or contemporaneous proposals, agreements, understandings, negotiations, and discussions, oral or written, between the parties pertaining to the subject matter hereof. This Agreement may not in any way be explained, supplemented, or modified by: (a) any prior or existing course of dealing; (b) any prior performance of the parties; or (c) any other method, unless amended in a writing signed by duly authorized representatives of Buyer and Seller.
- 5.5. Execution of Additional Documents.** The parties hereto will at any time, and from time to time after Closing, upon request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Agreement, and to transfer and vest title to the Property, and to protect the right, title and interest in and enjoyment of the Property assigned, transferred, and conveyed to Buyer pursuant to this Agreement; provided, however, this Agreement shall be effective regardless of whether any such additional documents are executed.
- 5.6. Assignment.** Seller shall not assign any right or delegate any obligation arising hereunder without the prior written consent of Buyer.
- 5.7. Governing Law and Choice of Forum.** All aspects of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Nebraska, without regard to its choice of law rules. Any action between the parties hereto concerning causes of action arising from or related to this Agreement and/or the Property must be brought solely and exclusively in a trial court located within the State of Nebraska for the county in which the Property is located; and the parties hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement and/or the Property, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.
- 5.8. Severability.** If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

5.9. Waiver. By written notice to the other, either party hereto may: (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracy in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any condition or covenant of the other contained in this Agreement; or (d) waive performance of any obligation of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained in this Agreement. The waiver by any party hereto of a breach of any provision hereunder (i) shall not be effective unless in writing and signed by an authorized representative of the waiving party, and (ii) shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

5.10. Construction. All parties have cooperated in the drafting and preparation of this Agreement. Thus, this Agreement should not be construed against or for any party.

5.11. Incorporation of Exhibits. All exhibits attached hereto are by this reference incorporated herein and made a part hereof for all purposes as if fully set forth herein.

IN WITNESS WHEREOF, the Parties have caused this REAL ESTATE PURCHASE AGREEMENT to be effective as of the date set forth above.

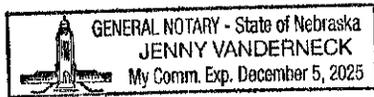
SELLER:

KROEKER GRAIN AND LUMBER CO., INC.

By: Paul Kroeker

STATE OF NEBRASKA)
) ss.
COUNTY OF York)

The foregoing instrument was acknowledged before me this 7th day of November, 2024, by Paul Kroeker in his or her capacity as President of Kroeker Grain and Lumber Co., Inc.



Jenny Vanderneck
Notary Public

JK

HEARTLAND COMMUNITY SCHOOLS
EMPOWERING EXCELLENCE - Every Student, Every Day

Minutes for
Board of Education Regular Meeting

Monday, October 14, 2024 8:00 PM
Conference Room
1501 Front St
Henderson, NE 68371-8929

Notice of the meeting was posted in the Henderson News on October 10, 2024.

Attendance

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

1. Preliminary Procedures

1.1. Call to Order

meeting called to order by Gary Braun at 8:01 PM

1.2. Recognize Notice of Meeting

1.3. Recognize Open Meetings Act Posting

1.4. Roll Call

Excuse the absence of Ryan Goertzen Passed with a motion by Jen Hiebner and a second by Lacey Gloystein.

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

Excuse the absence of Tammy Ott. Passed with a motion by Jen Hiebner and a second by Lacey Gloystein.

Mr. Gary Braun: Yea, Lacey Gloystein: 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

3.2. Principals' Reports

4. Discussion Items

4.1. Policy Review: Section 406

4.2. NASB State Education Conference Registrations & Assembly Delegate

4.3. Transition From Cognia School Improvement Model To NDE School Improvement Model

4.4. **25-26 Option Enrollment Capacity Limitations**

4.5. **Invitation From Hampton Public Schools To Discuss Cooperative Athletics Sponsorships**

The Board discussed initial communication between the committees of the two districts. The Board decided to meet again with the committee from Hampton and to continue to discuss potential cooperative sponsorships between Heartland Community Schools and Hampton Public Schools.

4.6. **Building / Construction Status & Update**

5. **Action Items**

5.1. **25-26 Option Enrollment Capacity Limitations**

adopt resolution 502.02.R1 for the 25-26 school year as presented. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.

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

6. **Future Agenda Items**

6.1. **Regular Meeting: Monday, November 11, 2024 @ 7 PM (note time change)**

7. **Consent Agenda**

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

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

7.1. **Approval of Minutes**

7.2. **Approval of Treasurer's Report**

7.3. **Approval of Claims**

7.4. **Approval Of Construction Claims**

7.5. **Financial Reports**

7.6. **Out of State Travel Request - National FFA Convention**

7.7. **Appoint Tami Clausen As At-Will Board Treasurer**

8. **Closed Session**

The Board exited Closed Session at 10:01 PM.

Enter into Closed Session for the specific purposes of conducting a strategy session regarding a potential real estate purchase and for conducting a strategy session regarding collective bargaining at 9:33 PM.

Passed with a motion by Tyler Newton and a second by Jen Hiebner.

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

8.1. **Strategy Session Related To Potential Purchase Of Real Estate**

8.2. **25-26 Collective Bargaining**

9. **Adjournment**

Adjourn the meeting at 10:02 PM Passed with a motion by Jen Hiebner and a second by Lacey Gloystein.

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

Board President

Board Secretary

TO OWNER/CLIENT:

York County School District No. 93-0096,
commonly known as Heartland Community Schools
1501 Front St
Henderson, Nebraska 68371

PROJECT:

Heartland Community Schools - Additions /
Renovations
1501 Front St
Henderson, Nebraska 68371

APPLICATION NO: 3

INVOICE NO: 24026003

PERIOD: 10/01/24 - 10/31/24

PROJECT NO: 24-026

FROM CONTRACTOR:

Hausmann Construction, Inc.
8885 Executive Woods Drive
Lincoln, Nebraska 68512

VIA ARCHITECT/ENGINEER:

CONTRACT DATE:

CONTRACT FOR: Heartland Community School - Additions / Renovations

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$10,231,500.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$10,231,500.00
4. Total completed and stored to date (Column G on detail sheet)	\$2,360,313.68
5. Retainage:	
a. 10.00% of completed work	\$236,031.38
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$236,031.38
6. Total earned less retainage (Line 4 less Line 5 Total)	\$2,124,282.30
7. Less previous certificates for payment (Line 6 from prior certificate)	\$1,396,183.93
8. Current payment due:	\$728,098.37
9. Balance to finish, including retainage (Line 3 less Line 6)	\$8,107,217.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Hausmann Construction, Inc.



DocuSigned by:

By: Jesse Volpp
3DF7F0E8C1E544E...

Date: 10/29/2024

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$728,098.37

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: Shawn Heid

Date: 10/29/2024

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C	D	E	F	G	H	I		
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	001 - Site Mobilization		\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	100.00%	\$0.00	\$4,500.00
2	002 - Building Permit		\$10,500.00	\$10,500.00	\$0.00	\$0.00	\$10,500.00	100.00%	\$0.00	\$1,050.00
3	003 - Payment and Performance Bond		\$55,000.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00	100.00%	\$0.00	\$5,500.00
4	004 - General Liability Insurance		\$51,157.00	\$51,157.00	\$0.00	\$0.00	\$51,157.00	100.00%	\$0.00	\$5,115.70
5	005 - General Conditions		\$475,000.00	\$84,200.00	\$66,061.78	\$0.00	\$150,261.78	31.63%	\$324,738.22	\$15,026.19
6	006 - Testing and Inspections		\$44,310.00	\$4,431.00	\$8,000.00	\$0.00	\$12,431.00	28.05%	\$31,879.00	\$1,243.10
7	007 - Owner Contingency		\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$75,000.00	\$0.00
8	008 - Selective Demolition		\$47,790.00	\$0.00	\$2,289.50	\$0.00	\$2,289.50	4.79%	\$45,500.50	\$228.95
9	009 - Footing and Foundations		\$351,000.00	\$280,800.00	\$35,100.00	\$0.00	\$315,900.00	90.00%	\$35,100.00	\$31,590.00
10	010 - Flatwork		\$355,000.00	\$62,125.00	\$3,100.00	\$0.00	\$65,225.00	18.37%	\$289,775.00	\$6,522.50
11	011 - Masonry		\$911,000.00	\$136,650.00	\$255,000.00	\$0.00	\$391,650.00	42.99%	\$519,350.00	\$39,165.00
12	012 - Steel Supply		\$310,000.00	\$226,300.00	\$83,700.00	\$0.00	\$310,000.00	100.00%	\$0.00	\$31,000.00
13	013 - Steel Install		\$156,251.00	\$0.00	\$42,420.00	\$0.00	\$42,420.00	27.15%	\$113,831.00	\$4,242.00
14	014 - Rough Carpentry		\$127,000.00	\$19,050.00	\$18,000.00	\$0.00	\$37,050.00	29.17%	\$89,950.00	\$3,705.00
15	015 - Finish Carpentry		\$80,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$80,000.00	\$0.00
16	016 - Metal Wall Panels		\$57,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$57,000.00	\$0.00
17	017 - EPDM Roofing		\$305,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$305,000.00	\$0.00
18	018 - Air Barrier and Waterproofing		\$82,373.00	\$0.00	\$24,711.90	\$0.00	\$24,711.90	30.00%	\$57,661.10	\$2,471.19
19	019 - Joint Sealants and Fireproofing		\$51,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$51,000.00	\$0.00
20	020 - Spray Foam Insulation		\$7,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,600.00	\$0.00
21	021 - Expansion Control		\$21,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,750.00	\$0.00
22	022 - Doors and Hardware		\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$250,000.00	\$0.00
23	023 - Aluminum and Glazing		\$440,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$440,000.00	\$0.00
24	024 - Overhead Doors		\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
25	025 - Framing, Drywall, and Insulation		\$244,159.00	\$0.00	\$56,000.00	\$0.00	\$56,000.00	22.94%	\$188,159.00	\$5,600.00
26	026 - Hardcoat Exterior Finish System		\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00

A	B	C	D	E	F	G	H	I		
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
27	027 - Acoustical Ceilings and Wall Treatments		\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$70,000.00	\$0.00
28	028 - Flooring		\$216,204.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$216,204.00	\$0.00
29	029 - Painting		\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,000.00	\$0.00
30	030 - Toilet, Bath, and Fire Protection Specialties		\$20,426.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,426.00	\$0.00
31	031 - Wall Protection		\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00	\$0.00
32	032 - Visual Display Surfaces		\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
33	033 - Signage		\$18,435.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,435.00	\$0.00
34	034 - Metal Lockers		\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$60,000.00	\$0.00
35	035 - Track and Field Equipment		\$20,754.00	\$0.00	\$20,754.00	\$0.00	\$20,754.00	100.00%	\$0.00	\$2,075.40
36	036 - Window Coverings		\$26,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$26,000.00	\$0.00
37	037 - Casework, Countertops, and Solid Surfacing		\$162,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$162,500.00	\$0.00
38	038 - Gymnasium Bleachers		\$185,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$185,000.00	\$0.00
39	039 - Site Accessories		\$100,511.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,511.00	\$0.00
40	040 - Fire Suppression		\$639,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$639,500.00	\$0.00
41	041 - Plumbing		\$635,000.00	\$76,200.00	\$17,800.00	\$0.00	\$94,000.00	14.80%	\$541,000.00	\$9,400.00
42	042 - HVAC		\$1,625,000.00	\$16,250.00	\$39,793.00	\$0.00	\$56,043.00	3.45%	\$1,568,957.00	\$5,604.30
43	043 - Electrical		\$1,100,000.00	\$82,500.00	\$71,915.00	\$0.00	\$154,415.00	14.04%	\$945,585.00	\$15,441.50
44	044 - Earthwork and Site Clearing		\$195,650.00	\$166,302.50	\$0.00	\$0.00	\$166,302.50	85.00%	\$29,347.50	\$16,630.25
45	045 - Track Surfacing		\$25,000.00	\$0.00	\$21,880.00	\$0.00	\$21,880.00	87.52%	\$3,120.00	\$2,188.00
46	046 - Fencing		\$32,350.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$32,350.00	\$0.00
47	047 - Retaining Walls		\$6,780.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,780.00	\$0.00
48	048 - Seeding and Landscaping		\$45,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$45,000.00	\$0.00
49	049 - Site Utilities		\$335,500.00	\$234,850.00	\$42,473.00	\$0.00	\$277,323.00	82.66%	\$58,177.00	\$27,732.30
Grand Totals			\$10,231,500.00	\$1,551,315.50	\$808,998.18	\$0.00	\$2,360,313.68	23.07%	\$7,871,186.32	\$236,031.38

October 17, 2024

Heartland Community Schools
Board of Education
1501 Front Street
Henderson, NE 68371

Dear Negotiations Committee:

The Heartland Education Association requests that the school board of Heartland Community Schools take action to recognize Heartland Education Association as exclusive bargaining agent for the district's non-supervisory certificated staff to begin bargaining next fall for the 2026-27 contract year.

Please direct your response to the undersigned.

Sincerely,

A handwritten signature in black ink that reads "Michelle Naber". The signature is written in a cursive, flowing style.

Michelle Naber

HEA President

Heartland Education Association