

Board of Education Regular Meeting
Monday, February 10, 2025 7:00 PM
Notice of the meeting was posted in the Henderson News
on February 6, 2025.

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**

Public comment will be limited to items on the current agenda. Public comment may be limited to a total of 30 minutes, individuals will be limited to 5 minutes each.

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 500 - 502**

4.2. **Discuss Draft 2025-2026 School Calendar**

4.3. **Discuss Amendment To 2024-2025 School Calendar**

4.4. **Discuss Early Childhood Facility Lessee Applications**

4.5. **Discuss Early Childhood Facility Lease Agreement**

4.6. Discuss Potential Cooperative Athletics Sponsorship With Hampton Public Schools

4.7. Discuss Building / Construction Update

4.7.1. Completed & Look Ahead

4.7.2. Sewer

4.7.3. Power & New Transformer

5. Action Items

5.1. Approve Selection Of Early Childhood Facility Lessee

5.2. Approve Amendment To 2024-2025 School Calendar

6. Future Agenda Items

6.1. Special Meeting: Wednesday, February 12, 2025 @ 6 PM

6.2. Retreat: Thursday, February 20, 2025 @ 5:30 PM

6.3. Regular Meeting: Monday, March 10, 2025 @ 7 PM

7. Consent Agenda

7.1. Approval of Minutes

7.1.1. Regular Meeting: Monday, January 20, 2025

7.2. Approval of Treasurer's Report

7.3. Approval of Claims

7.4. Financial Reports

7.5. Approval Of Construction Claims

8. Adjournment

HEARTLAND ***COMMUNITY SCHOOLS***

**1501 Front Street
Henderson, Nebraska 68371**

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

February 10, 2025

TO: Heartland Community Schools Board of Education
FROM: Jeremy Klein, Superintendent
RE: Board Report (February 2025)

Regular January Board Meeting Reminder

Our regular January board meeting is scheduled for Monday, February 10, 2025, at 7 PM in the Conference Room.

A special meeting will be held at 6 PM in the School Theater prior to our regular meeting.

Please let Tyler or I know if you need to be absent from either meeting.

Meeting Reminders

- Thursday, February 20th – Board Retreat @ 5:30 PM
- Monday, March 10th – Regular Meeting @ 7 PM

Committee Meeting Reminders

- Wednesday, February 19th – OAC @ 1 PM (we are going to try a time change from 10 AM to 1 PM for the February 19th meeting)
- Wednesday, March 5th – OAC @ 10 AM or 1 PM

Consent Agenda: Minutes

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

- Regular Meeting (January 20, 2025)

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 \$1,096,195.65 to Hausmann Construction Inc.

Dates / Events Of Note

February 10: Special Board Meeting @ 6 PM
February 10: Regular February Board Meeting @ 7 PM
February 14: NO SCHOOL – mid-winter break
February 20: Board Retreat @ 5:30 PM
March 7: NO SCHOOL – professional development
March 10: Regular March Board Meeting @ 7 PM
March 10: Parent-Teacher Conferences @ 4:30 - 8:30
March 11: Parent-Teacher Conferences @ 4:30 - 8:30
March 13: NO SCHOOL – winter break (pending)
March 14: NO SCHOOL – winter break

Kroeker Bin Site Demolition

I anticipate National Concrete Cutting to begin being on site sometime this week (week of February 10th). If weather et al. cooperates I anticipate us having that work done some time the 2nd week of March. I plan on having them attempt to save the concrete under the flat building – this would likely be a deduct of approximately \$10,000.

Perennial Power Line Boring

Perennial has tentatively scheduled boring for power under the parking lot to the transformer area on February 19th. We do not expect any conflicts with this and the bin demo going on at the same time.

Asbestos Abatement Bid Packet

A bid invitation is being put out for the asbestos abatement work that we'll need to complete the office/lobby renovations this summer. I've attached a copy of the invitation and the instructions to this update. Bid opening is scheduled for Tuesday, March 4th with the intent of approving a bid at our regular meeting on March 10th. Our attorney and our architect collaborated on writing the specs for the packet.

No School Friday, February 14th

A reminder that this coming Friday, February 14th is a No School/Break day.

**INVITATION TO BID
ASBESTOS ABATEMENT 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 an asbestos abatement project at Heartland Community Schools. The project site will be available for on-site work to commence on or about May 22, 2025. Construction shall be completed no later than May 31, 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 2:00 pm local time on March 4, 2025, at which time they will be opened publicly and simultaneously in the Board 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 March 10, 2025, or at such other meeting determined by the Board.
4. **BIDDING DOCUMENTS.** 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
ASBESTOS ABATEMENT 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 an asbestos abatement project at Heartland Community Schools. Project details are as follows:
 - A. **Scope and Nature.** Remove and dispose of asbestos-containing material within the District's facility as shown in the Bidding Documents.
 - B. **Site.** Heartland Community Schools, 1501 Front St., Henderson, NE 68371.
 - C. **Schedule.** The project site will be available for on-site work to commence on or about May 22, 2025. The project must be substantially complete no later than May 31, 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 the Asbestos Abatement 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 the Asbestos Abatement 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 Asbestos Abatement Project"

- (3) Bids will be received until 2:00 pm local time on March 4, 2025.
- (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 2:00 pm local time on March 4, 2025, or as soon as possible thereafter, in the Board Room, 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 March 10, 2025, 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 THE ASBESTOS ABATEMENT 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
ASBESTOS ABATEMENT 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 May 31, 2025.

Bidder: _____
(Company)

By: _____ Date: _____
(Signature)

**AGREEMENT FOR THE ASBESTOS ABATEMENT 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. Provide proper notification for abatement services.
 - 1.2. Properly remove and dispose of asbestos containing material consisting of those materials identified in the attached **Exhibit A**.
 - 1.3. Perform all work in accordance with the recommendations and requirements in the Three-Year Asbestos Reinspection Report prepared for the District, dated August 6, 2024, attached as **Exhibit B**.
 - 1.4. Provide employees, supervision, materials, equipment and services that are required to properly perform the abatement services.
 - 1.5. Perform work in accordance with all applicable federal, state, and local regulations relating to the removal and disposal of asbestos containing materials.

2. **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").

3. **Contractor's Duties.** Contractor's duties are as follows:
 - 3.1. 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.
 - 3.2. 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.
 - 3.3. 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.

- 3.4. 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.
- 3.5. 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.
- 3.6. 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.
4. **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.
 - 4.1. **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:
 - 4.1.1. First, by giving preference to the specific provisions of this Agreement and any accepted amendments;
 - 4.1.2. Second, by giving preference to the specific provisions of the Instructions to Bidders;
 - 4.1.3. 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.
5. **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.

6. **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.
7. **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.
8. **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.
9. **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.
10. **Time.**
 - 10.1. **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 May 31, 2025.
 - 10.2. **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.

10.3. **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.

11. **Payment.**

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

11.1.1. 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.

11.1.2. 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.

11.2. **Acceptance of Services or Products.**

11.2.1. 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).

11.2.2. 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").

11.2.3. 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.

11.2.4. 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.

11.3. Title and Risk of Loss.

11.3.1. Title and risk of loss for goods shall remain with Contractor until goods are accepted by the District.

11.3.2. Insurance during shipment and until the goods are accepted by the District is the responsibility of Contractor.

11.3.3. 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.

11.4. **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.

11.5. **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.

12. **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*.

13. Termination.

13.1. 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.

- 13.2. 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.
- 13.3. 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.
- 13.4. 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:
 - 13.4.1. Insolvent;
 - 13.4.2. Makes a general assignment for the benefit of creditors;
 - 13.4.3. Files a voluntary petition of bankruptcy;
 - 13.4.4. Suffers or permits the appointment of a receiver for its business or assets;
 - 13.4.5. Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - 13.4.6. Has wound up or liquidated, voluntarily or otherwise.
- 13.5. 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.
- 13.6. The parties may terminate this Agreement without cause by mutual written consent.
- 13.7. 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.

14. **Indemnification.**

- 14.1. 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.
- 14.2. 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.

- 14.3. 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.
- 14.4. 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.
- 14.5. 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.

15. **Insurance.**

- 15.1. **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:

- 15.1.1. **Commercial General Liability Insurance**

- 15.1.1.1. Coverage shall be no less broad than the ISO CG 00 01 coverage form.
- 15.1.1.2. Limits shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate.
- 15.1.1.3. Limits shall not be less than \$2,000,000 products and completed operations aggregate.
- 15.1.1.4. Completed operations coverage to be maintained for the period of time the District may be held legally liable for Contractor's services or work.
- 15.1.1.5. Contractor shall waive subrogation in favor of the District.
- 15.1.1.6. Additional Insured Status:
 - 15.1.1.6.1. 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.
 - 15.1.1.6.2. Additional Insured status must be maintained for the period of time Contractor may be held legally liable for its services or work.
 - 15.1.1.6.3. Contractor must include this requirement of its subcontractors, if any.
 - 15.1.1.6.4. Coverage shall apply on a primary and non-contributory basis.

15.1.2. Workers' Compensation/Employer's Liability Insurance

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

15.1.3. Automobile Liability Insurance

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

15.1.4. Umbrella/Excess Liability Insurance

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

15.1.5. Contractor's Errors & Omissions Insurance

- 15.1.5.1. Limits shall be no less than \$1,000,000 per occurrence and no less than \$1,000,000 in the aggregate.
- 15.1.5.2. 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.
- 15.1.5.3. Coverage shall be maintained for at least five years following the termination of this Agreement.

15.2. Contractor's Additional Insurance Obligations.

- 15.2.1. Contractor shall deliver to the District certificates of insurance evidencing all of the required insurance coverages and endorsements described above.
- 15.2.2. 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.

- 15.2.3. 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.
- 15.2.4. The District has the right to require a proper form of collateral for any self-insured retention.
- 15.2.5. Contractor's insurance, whether or not specified or required herein, shall be primary to any insurance maintained by the District.
- 15.2.6. Contractor's insurance carriers must have an A.M. Best rating of not less than A- VIII.
- 15.2.7. The District has the right to receive copies of any of Contractor's insurance policies upon written request.
- 15.2.8. 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.
- 15.2.9. 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.
- 15.2.10. 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.
- 15.2.11. Contractor must require that its subcontractors, if any, meet or exceed the minimum insurance requirements described herein.
- 15.2.12. Contractor shall include all policy endorsements required herein.
- 15.2.13. 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.

16. **Contractor Bonds.**

- 16.1. **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.
- 16.2. **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.

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

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

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

16.3.3. 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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

- 22. **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.
- 23. **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.
- 24. **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.
- 25. **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.
- 26. **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.
- 27. **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.

28. **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.
29. **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.
30. **Waivers.**
- 30.1. 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.
- 30.2. No failure or delay:
- 30.2.1. In exercising any right or remedy, **or**
- 30.2.2. In requiring the satisfaction of any condition under this Agreement, **and**
- 30.2.3. No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
- 30.3. 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.
31. **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.
32. **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.
33. **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.

34. **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.
35. **Subcontractors.** Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the District.
36. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.
37. **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.
38. **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.
39. **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.
40. **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:
- 40.1. 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;
- 40.2. That it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- 40.3. 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;
- 40.4. That its execution of this Agreement and its performance thereof is within its duly authorized powers;
- 40.5. 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

40.6. 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.

41. **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

- 41.1. wear uniform at all times with company identification;
- 41.2. carry photo identification;
- 41.3. not smoke or otherwise use tobacco;
- 41.4. not use, or be under the influence of, alcohol or drugs;
- 41.5. not carry a firearm or other weapon; and
- 41.6. 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

42. **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.

43. **Attachments.** Attachments to this Agreement include the following:

Exhibit A – Asbestos Removal Locations

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: _____

EXHIBIT A

Asbestos Removal Locations

1. Remove seventy-eight (78) 2x4 transite ceiling panels in the music room.
2. Remove carpet, wall base, resilient tile, and adhesive at south entry, extent per the schematic below.
3. Provide a unit cost to remove a 2-ft section of pipe insulation for new pipe tie-in. Number of locations to be coordinated with plumbing contractor on site.

HATCH AREA INDICATES EXTENT
OF ASBESTOS ABATEMENT

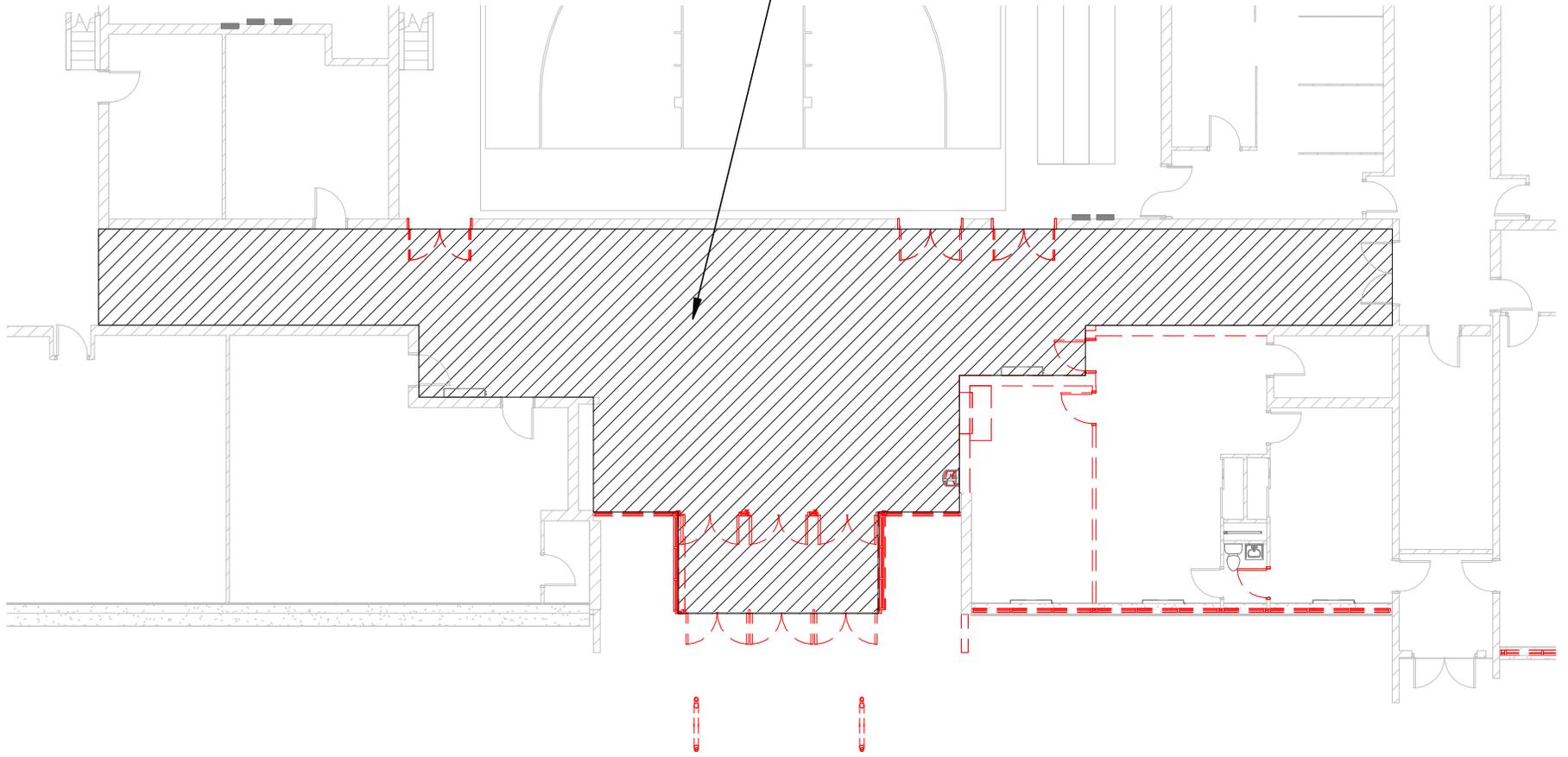


EXHIBIT B

Three-Year Asbestos Reinspection Report prepared for the District, dated August 6, 2024

**T H R E E - Y E A R A S B E S T O S
R E I N S P E C T I O N R E P O R T**

PREPARED FOR:

Heartland Community Schools
1501 Front Street
Henderson, Nebraska 68371

ATTENTION LEA DESIGNATED PERSON:

Asbestos Coordinator

Inspection Date: August 6, 2024

Report Date: August 6, 2024

Atlas Project ID: 204BS07323

Atlas
11117 Mockingbird Drive
Omaha, NE 68137

August 6, 2024

Superintendent Mr. Brad Best
Heartland Community Schools
1501 Front Street
Henderson, NE 68371

Dear Superintendent Best:

On August 6, 2024, Atlas performed a three-year re-inspection of Heartland Community Schools. The inspection was conducted in accordance with USEPA Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. Part 763 Subpart E - Asbestos Containing Materials in Schools. All friable and non-friable known or assumed asbestos containing building materials were visually re-inspected and reassessed.

The following summarizes our findings. Please include this letter and the following attachments in your Management Plan.

I. ACCREDITED INSPECTOR

Jerod Frost – I - 1220

II. HOMOGENEOUS AREAS REINSPECTED AND ASSESSED

9" X 9" FLOOR TILE

There had been no change to the condition of the known asbestos containing 9" x 9" floor tile/mastic since the 2021 re-inspection. As had been stated and is still the case, with the exception of the Science Classroom and an area in the Old Gym, it had been covered over with carpet. The visible floor tile remains to be in good condition with no visible damage, but with potential for damage. *Note: floor tile/mastic that is under carpet can not be properly assessed. Damage may occur when the carpet or tile is removed.*

Recommendations:

- Maintain the floor tile in its present location/condition using the guidelines outlined in the Operations and Maintenance section of your Management Plan.
- Follow recommendations shown in Management Plan.
- Clean up and/or repair as necessary using approved techniques
- If damage occurs to floor tile, at a minimum have the damaged areas repaired by properly trained personnel using approved techniques. Any damaged known or assumed material should be maintained in an intact state.

12" X 12" FLOOR TILE

There had been no change to the condition of the known asbestos containing 12" x 12" floor tile/mastic since the 2021 re-inspection. Located in the cafeteria, music room, and intermittent in the school, it is in good condition with no visible damage, but with potential for damage.

Recommendations:

- Maintain the floor tile in its present location/condition using the guidelines outlined in the Operations and Maintenance section of your Management Plan.
- Follow recommendations shown in Management Plan.
- Clean up and/or repair as necessary using approved techniques
- If damage occurs to floor tile, at a minimum have the damaged areas repaired by properly trained personnel using approved techniques. Any damaged known or assumed material should be maintained in an intact state

HARD PACKED PIPE ELBOW INSULATION

There had been no change to the condition of the known asbestos containing elbows/joints since the 2021 re-inspection. Located in the shop area, pipe chases, and intermittent above ceilings, they are in good condition with no visible damage, but with potential for damage.

Recommendations:

- Maintain the pipe elbows/joints in their present condition using the guidelines outlined in the Operations and Maintenance section of your Management Plan.
- Follow recommendations shown in Management Plan.
- If damage occurs to the elbows, at a minimum have the damaged areas repaired by properly trained personnel using approved techniques. Any damaged known or assumed material should be maintained in an intact state.

HARD STRAIGHT PIPE INSULATION

The condition of the known asbestos containing straight pipe insulation had not changed since the 2021 re-inspection. Found in the shop area, pipe chases, and intermittent above ceilings, they are in good condition with no visible damage, but with potential for damage.

Recommendations:

- Maintain the straight pipe insulation in its present condition using the guidelines outlined in the Operations and Maintenance section of your Management Plan.
- Follow recommendations shown in Management Plan.
- If damage occurs to the pipe insulation, at a minimum have the damaged areas repaired by properly trained personnel using approved techniques. Any damaged known or assumed material should be maintained in an intact state.

TRANSITE CEILING PANELS

The condition of the remaining known asbestos containing transite material had not changed since the 2021 re-inspection. It was found in the music room and is in good condition, but with potential for damage.

Recommendations:

- Maintain the transite ceiling material in its present condition using the guidelines outlined in the Operations and Maintenance section of your Management Plan.
- Follow recommendations shown in Management Plan.
- If damage occurs to the ceiling panels, at a minimum have the damaged areas repaired by properly trained personnel using approved techniques. Any damaged known or assumed material should be maintained in an intact state.

TRANSITE WELDING PANELS

The condition of this known asbestos containing transite material had not changed since the 2021 re-inspection. Found in the Vo-Ag areas, it remains to be in good condition with no visible damage, but with potential for damage.

Recommendations:

- Maintain the transite panels in their present condition using the guidelines outlined in the Operations and Maintenance section of your Management Plan.
- Follow recommendations shown in Management Plan.
- If damage occurs to the panels, at a minimum have the damaged areas repaired by properly trained personnel using approved techniques. Any damaged known or assumed material should be maintained in an intact state.

JOINT COMPOUND/TAPE, ROOF DRAIN MATERIAL, MASTICS (VINYL/CARPET), AIR HANDLER FLEX JOINTS

There had been no change to the condition of these assumed materials since the 2021 re-inspection. Found in various locations within the school, they are in good condition with no visible damage, but with potential for damage.

Recommendations:

- Maintain these assumed materials in their present condition using the guidelines outlined in the Operations and Maintenance section of your Management Plan.
- Follow recommendations shown in Management Plan.
- If renovation or demolition projects are scheduled, areas of assumed ACBM should be sampled and analyzed. Removal of any material known or found to contain ACMB must be done by certified personnel and a paper trail should be maintained in the Management Plan.

III. ADDITIONAL ACBM SAMPLED

No additional samples were taken during this re-inspection.

IV. ABATEMENT ACTIVITIES

Abatement had not taken place since the 2021 re-inspection, however, the old stage lights had been removed. Appropriate abatement documentation must be maintained with the management plan.

V. SUGGESTED COMPLIANCE PROCEDURES

- Display proper warning labels in areas where ACBM is currently in place as required by 40 C.F.R. 763.95.
- Continue periodic surveillance program as required by 40 C.F.R. 763.94.
- Continue annual notification to staff, students and parents/guardians as required by 40 C.F.R. 763.93.
- Continue providing proper asbestos training to all employees as required by 40 C.F.R. 763.92.
- If there are changes to the Designated Person, i.e., change in personnel or change in training, this updated information needs to be reflected in the management plan. Regardless of who, the LEA must appoint and train a person to carry out asbestos management plan practices and procedures.

VI. NEXT SCHEDULED RE-INSPECTION

The next inspection should be scheduled for no later than June 2027.



Tim Jacobsen
EPA Certified Inspector/Management Planner

Annexes:
Photo Log
Homogeneous Areas
Response Actions
Inspector Certification

HOMOGENEOUS AREAS

**Heartland Community Schools
 AHERA Three Year Reinspection**

School: Heartland Community Schools Building: Main Date of original AHERA inspection: Sep, 1988

ID Number	Homogeneous Sampling Area		Material Category	Asbestos Content	Friability	AHERA Assessment Category	Locations (list all locations in the homogeneous areas)	Recommended Response Actions
	Material Description							
1	Hard Packed Pipe Elbow Insulation		TSI	Yes	Friable	5	Shop Area, Storage Room, Pipe Chases, Intermittent (above ceilings)	Repair as needed and continue inspections.
2	Straight Pipe Insulation, Hard		TSI	Yes	Friable	5	Shop Area, Storage Room, Pipe Chases, Intermittent (above ceilings)	Repair as needed and continue inspections.
3	12" x 12" Floor Tile		Misc.	Yes	Non-friable	5	Cafeteria, Music Room	Repair as needed and continue inspections.
4	9" x 9" Floor Tile		Misc.	Yes	Non-friable	5	Hallways, Clsrms, Intermittent (under carpet except Science Clsrn/Old Gym)	Repair as needed and continue inspections.
5	Transite Panels		Misc.	Yes	Non-friable	5	Welding Areas, VoAg Building	Repair as needed and continue inspections.
6	Transite Ceiling Panels		Misc.	Yes	Non-friable	5	Music Classroom	Repair as needed and continue inspections.
7	Air Handler Flex Joints		Misc.	Assumed	Non-friable	5	Mechanical Areas, Intermittent	Repair as needed and continue inspections.
8	Joint Compound/Tape		Misc.	Assumed	Non-friable	5	Intermittent	Repair as needed and continue inspections.
9	Mastics, Vinyl/Carpet		Misc.	Assumed	Non-friable	5	Intermittent Throughout	Repair as needed and continue inspections.
10	Roof Drain Joints		TSI	Assumed	Friable	5	Music Room, Stage, Gym, Intermittent	Repair as needed and continue inspections.
11	Stage Light Cords		Misc.	Assumed	Non-friable	X*	Gym Stage	Material abated.

AHERA Assessment Categories: 1 = Damaged or Significantly damaged TSI ACBM 2 = Damaged friable surfacing ACBM 3 = Significantly damaged friable surfacing ACBM

4 = Damaged or Significantly damaged friable misc. ACBM 5 = ACBM with potential for damage 6 = ACBM with potential for significant damage 7 = Any remaining friable ACBM or

friable suspected ACBM X = Not applicable (material is not ACBM) x9 = No assessment category provided in original inspection (insufficient samples taken or not sampled)

RESPONSE ACTIONS

INSPECTOR CERTIFICATION

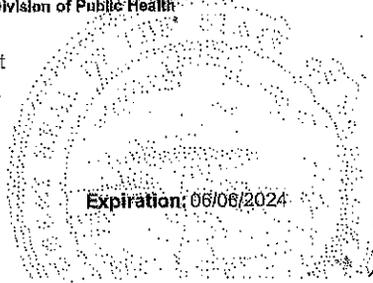
State of Nebraska

Department of Health and Human Services
Division of Public Health

Jerod Michael Frost
Asbestos Inspector

License #: 1220
Status: Active

Expiration: 06/06/2024



State of Nebraska

Department of Health and Human Services
Division of Public Health

Timothy S Jacobsen

Asbestos Management Planner

License #: 889

Expiration: 08/28/2025

Status: Active



View of the front of Heartland Community Schools

1



Additional view of Heartland Community Schools (showing the front entrance)

2

<p>Photograph Log Nebraska Public Schools Heartland Community Schools Henderson, Nebraska</p>	<p>Atlas 11117 Mockingbird Drive Omaha, Nebraska 68137 (402) 697-9747</p>
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View where *known* Asbestos Containing Material (ACM); 9" x 9" floor tile/mastic is in entrance hallway (tile covered with carpet). Assumed good condition, this is a change from 2021 re-inspection.

3



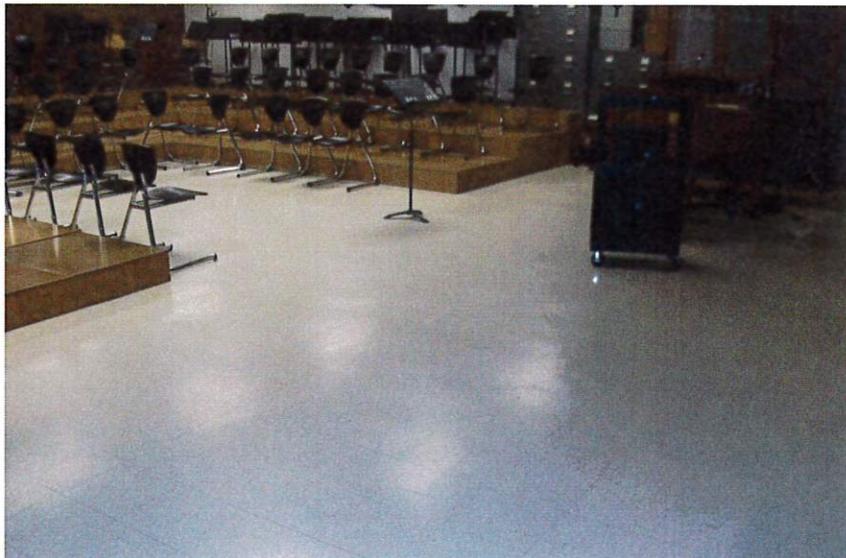
View of *known* Asbestos Containing Material (ACM); 9" x 9" floor tile/mastic in Science Classroom. Good condition, no visible damage, no change from 2021 re-inspection.

4



View of *known* Asbestos Containing Material (ACM); 12" x 12" floor tile/mastic in the cafeteria. Good condition, no visible damage, no change from 2021 re-inspection.

5



Additional view of *known* Asbestos Containing Material (ACM); 12" x 12" floor tile/mastic in music room. Good condition, no visible damage, no change from 2021 re-inspection.

6



View of *known* Asbestos Containing Material (ACM); transite panels in vo-ag welding area. Good condition, no visible damage, no change from 2021 re-inspection.

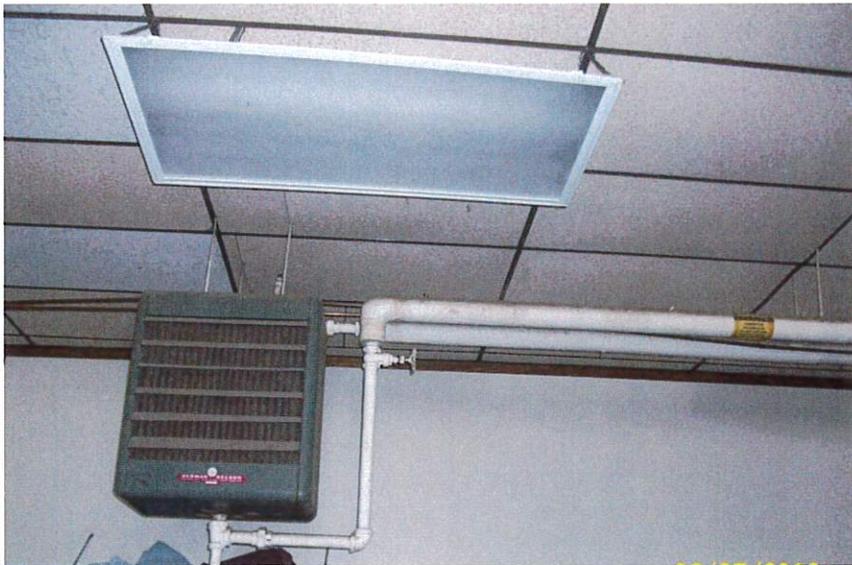
7



Additional view of *known* Asbestos Containing Material (ACM); transite panels in music classroom. Good condition, no visible damage. No change from 2021 re-inspection.

8

<p>Photograph Log Nebraska Public Schools Heartland Community Schools Henderson, Nebraska</p>	<p>Atlas 11117 Mockingbird Drive Omaha, Nebraska 68137 (402) 697-9747</p>
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View of *known* Asbestos Containing Material (ACM); pipe joint and straight pipe insulation in shop area (note warning label on pipe). Good condition, no visible damage, no change from 2021 re-inspection.

9



Additional view of *known* Asbestos Containing Material (ACM); pipe joint and straight pipe insulation. Good condition, no visible damage, no change from 2021 re-inspection.

10

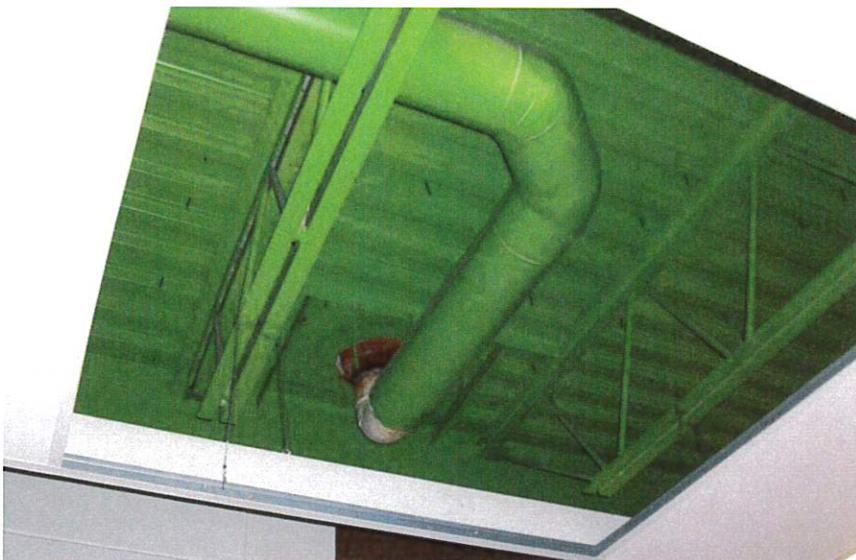
Photograph Log
Nebraska Public Schools
Heartland Community Schools
Henderson, Nebraska

Atlas
11117 Mockingbird Drive
Omaha, Nebraska 68137
(402) 697-9747



Additional view of *known* Asbestos Containing Material (ACM); 9" x 9" floor tile/mastic in Old Gym. Good condition, no visible damage, no change from 2021 re-inspection.

11



View of assumed Asbestos Containing Material (ACM); roof drain joint material in music classroom. Good condition, no visible damage, no change from 2021 re-inspection.

12

<p>Photograph Log Nebraska Public Schools Heartland Community Schools Henderson, Nebraska</p>	<p>Atlas 11117 Mockingbird Drive Omaha, Nebraska 68137 (402) 697-9747</p>
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AIA[®]

Document A312[®] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

TBD

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Heartland Community Schools, legally known as
York County School District 93-0096
1501 Front St.
Henderson, NE 68371

CONSTRUCTION CONTRACT

Date: March 10, 2025

Amount: \$

Description:

(Name and location)

Asbestos Abatement Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property (or claims, demands, liens, or suits that a claimant would have against the Owner's property if the Owner was not a political subdivision) by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

(Paragraph deleted)

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The sole fact that the real property upon which the Project is located may not be subject to a mechanic's lien due to its ownership by a political subdivision shall not disqualify an individual or entity from coming within the definition of "Claimant" herein. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

Init.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Additions and Deletions Report for AIA® Document A312® – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 22:37:12 ET on 01/22/2025.

PAGE 1

TBD

...

Heartland Community Schools, legally known as
York County School District 93-0096
1501 Front St.
Henderson, NE 68371

...

Date: March 10, 2025

...

Asbestos Abatement Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

PAGE 2

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property (or claims, demands, liens, or suits that a claimant would have against the Owner's property if the Owner was not a political subdivision) by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

PAGE 3

~~**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~

...

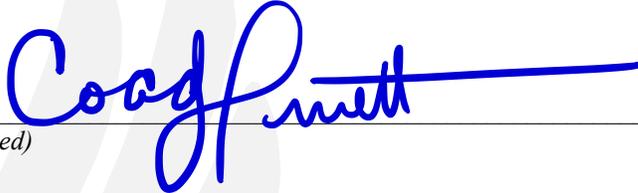
§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The sole fact that the real property upon which the Project is located may not be subject to a mechanic's lien due to its ownership by a political subdivision shall not disqualify an individual or entity from coming within the definition of "Claimant" herein. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 22:37:12 ET on 01/22/2025 under Order No. 4104251597 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Payment Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)



AIA[®]

Document A312[®] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

TBD

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Heartland Community Schools, legally known as
York County School District 93-0096
1501 Front St.
Henderson, NE 68371

CONSTRUCTION CONTRACT

Date: March 10, 2025

Amount: \$

Description:

(Name and location)

Asbestos Abatement Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

(Paragraph deleted)

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



Additions and Deletions Report for AIA® Document A312® – 2010

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 22:37:28 ET on 01/22/2025.

PAGE 1

TBD

...

Heartland Community Schools, legally known as
York County School District 93-0096
1501 Front St.
Henderson, NE 68371

...

Date: March 10, 2025

...

Asbestos Abatement Project
Heartland Community Schools
1501 Front St.
Henderson, NE 68371

PAGE 2

- .2 the Owner declares a Contractor ~~Default, terminates the Construction Contract-Default~~ and notifies the Surety; and

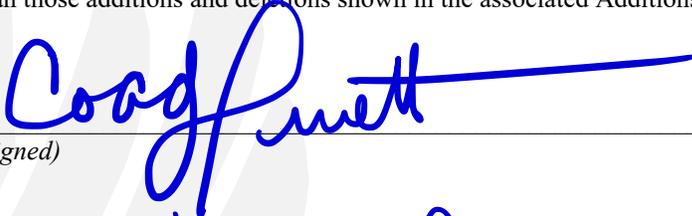
PAGE 3

~~§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 22:37:28 ET on 01/22/2025 under Order No. 4104251597 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

Elementary Principal's Report February, 2025

York County Spelling Bee

February 5, 2024

Participants:

7th / 8th: Jagger Regier (8th) / Finley Eckman (7th) / Isabelle Buller (8th) / Willabelle Panko (8th) / Brian Bearinger (8th - Alternate)

5th / 6th: Tori Buzek (6th) / Taylor Schmidt (6th) / Grace Goertzen (6th) / Taylor Schmidt (6th) / Ella Eckman (5th - Alternate)

3rd / 4th: Ryker Lewis (4th) / Elliot Buller (4th) / Tamsyn Splinter (4th) / Lennox George (4th - Alternate)

Results:

7th / 8th Division: Jagger Regier - 4th Place

5th / 6th Division: Tori Buzek - 2nd Place / Taylor Schmidt - 3rd Place

3rd / 4th Division: Ryker Lewis - 3rd Place



Ryker Lewis - 3rd Place



Tori Buzek - 2nd Place /
Taylor Schmidt - 3rd Place



Jagger Regier - 4th Place

100th Day of School

Elementary students celebrated the 100th day of school on January 31. Kindergarten to second grade students participated in station activities in the afternoon focusing on the number 100! It was another fun day of learning and growing together at Heartland Elementary!



Kindergarten Class



First Grade Class

February 2025 Principal's Report

1. York County Spelling Contest- Grades 7 and 8 were represented by Isabelle Buller, Finley Eckman, Willabelle Panko, Jagger Regier and the alternate was Jack Bearinger.
 - a. Jagger Regier placed 4th!

2. ACT Prep for all juniors has been ongoing since the fall. We've been utilizing the John Baylor Test Prep Sessions. The ACT test will be given as part of NSCAS (Nebraska Student-Centered Assessment System) March 25, 2025 at the Living Hope Church in Henderson.

3. FFA
 - a. Proficiency Award results:
 - i. Gold State
 1. Blake Goertzen - Swine Production Entrepreneurship, Diversified Agriculture Production, Grain Production
 2. Zach Miller - Beef Production Placement
 3. Thane Wetjen - Specialty Animal Production
 4. Katrina Epp - Home and Occupational Safety
 - ii. Gold
 1. Andrew Onnen - Diversified Agriculture Production
 - iii. Silver
 1. Weston Panko - Beef Production Placement
 2. Braden Janzen - Diversified Ag Production Placement
 3. David Hiebner - Beef Production Entrepreneurship
 4. Sam Quiring - Diversified Ag Production Placement
 5. Colby Frisbie - Agriculture Mechanics Repair and Maintenance
 - iv. Bronze
 1. Lexi Inglsbee - Health and Human Safety
 2. Miles Kliewer - Residential Construction/Technology
 3. Madison Mason - Hospitality, Restaurant, Tourism Management
 4. Nevada Gloystein - Agriculture Services
 5. Hayden Powers - Outdoor Recreation
 - b. State Degrees
 - i. 9 candidates were interviewed on February 5.
 - ii. All 9 candidates were approved
 - iii. FFA board of directors will need to officially accept each candidate.
 - c. State Stars
 - i. We have 2 state stars that were selected to go on to state judging: Blake Goertzen for Production and Zach Miller for Placement.

4. FBLA

a. UNK Business Invitational

i. Team results

1. Heartland 3rd Place

ii. Individual Results

1. Intro to Business Concepts: Tara Buzek - 3rd Place
2. Personal Finance: Austin Schmidt - 1st Place
3. Intro to Financial Math: Tara Buzek - 2nd Place
4. Business Communications: Austin Schmidt - 1st Place
5. Intro to FBLA: Tara Buzek - 2nd Place
6. Job Interview: Austin Schmidt - 5th Place

Upcoming:

February 10-14 National FBLA Week

February 17-21 National FFA Week

March 10-11- Parent-Teacher Conferences

March 24- SNC Quiz Bowl at Fairbury

HEARTLAND COMMUNITY SCHOOLS 2025 - 2026 SCHOOL CALENDAR

August 2025						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
Su	Mo	Tu	We	Th	Fr	Sa
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12	13	14	15	16	17	18
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November 2025						
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23	24	25	26	27	28	29
30						

December 2025						
Su	Mo	Tu	We	Th	Fr	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Aug. 8	New Teacher Orientation
Aug. 11-13	Teacher Inservice
Aug. 14	K-12 Classes Begin (11:40 Dismissal)
Sept. 1	No School - Labor Day
Sept. 8	No School - Professional Development
Oct. 10	Last Day - 1st Quarter
Oct. 13	First Day - 2nd Quarter
Oct. 20	No School - Professional Development
Oct. 20	PTC 4:30 PM - 8:30 PM
Oct. 21	PTC 4:30 PM - 8:30 PM
Oct. 24	No School - Fall Break
Nov. 7	No School - Professional Development
Nov. 26-28	No School - Thanksgiving Break
Dec. 19	Last Day - 1st Semester (1:30 Dismissal)
Dec. 22-31	No School - Holiday Break
Dec. 24-28	NSAA Moratorium

Jan. 1 - 2	No School - Holiday Break
Jan. 5-6	No School - Professional Development
Jan. 7	Classes Resume / 1st Day - 2nd Semester
Jan. 16	No School - Mid-Winter Break
Feb. 13	No School - Mid-Winter Break
Mar. 6	No School - Professional Development
Mar. 9	PTC 4:30 PM - 8:30 PM
Mar. 10	PTC 4:30 PM - 8:30 PM
Mar. 11	Last Day - 3rd Quarter
Mar. 12	No School - Professional Development
Mar. 13	No School - Winter Break
Mar. 16	First Day - 4th Quarter
Apr. 3	No School - Spring Break
Apr. 6	No School - Spring Break
Apr. 14	No School - Staff Workday (HS Track Invite)
May 6	Seniors' Last Day
May 10	Graduation
May 20	Last Day - 2nd Semester (11:30 Dismissal)

January 2026						
Su	Mo	Tu	We	Th	Fr	Sa
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25	26	27	28	29	30	31

February 2026						
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March 2026						
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29	30	31				

April 2026						
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May 2026						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

	Beginning/End of Term
	No School - Professional Development
	No School - Break
	Parent-Teacher Conferences
	Early Dismissal
	Event
	Curriculum Development

1st Quarter	40	Student Days
	44	Teacher Days
2nd Quarter	44	Student Days
	47	Teacher Days
3rd Quarter	43	Student Days
	47	Teacher Days
4th Quarter	45	Student Days
	47	Teacher Days
1st Semester	84	Student Days
	91	Teacher Days
2nd Semester	88	Student Days
	94	Teacher Days
School Year	172	Student Days
	185	Teacher Days

NSAA DATES	
Start of Fall Practices	Aug. 11
District Golf	Oct. 6-7
State Golf	Oct. 13-14
State Football 1st Rd.	Oct. 23
State Volleyball	Nov. 5-6-7-8
Start of Winter Practices	Nov. 17
District One-Act	Week of Dec. 1
NSAA Moratorium	Dec. 24-28
Girls State Basketball	Mar. 4-5-6-7
Boys State Basketball	Mar. 11-12-13-14
Start of Spring Practices	Mar. 2
District Music	Week of Apr. 20
District Track	May 13 or 14
District Golf	May 19-20
State Track	May 22-23
State Golf	May 27-28

Additional days for students and/or staff will be added to the end of the year if it is determined to be necessary.



Heartland Community Schools
1501 Front Street
Henderson, NE 68371
Phone: 402-723-4434
www.heartlandschools.org

HEARTLAND COMMUNITY SCHOOLS 2024 - 2025 SCHOOL CALENDAR

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
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October 2024						
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November 2024						
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December 2024						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

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Oct. 21	No School - Professional Development
Oct. 21	PTC 4:30 PM - 8:30 PM
Oct. 22	PTC 4:30 PM - 8:30 PM
Oct. 25	No School - Fall Break
Nov. 8	No School - Professional Development
Nov. 27-29	No School - Thanksgiving Break
Dec. 20	Last Day - 1st Semester
Dec. 22-26	NSAA Moratorium
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Jan. 17	No School - Mid-Winter Break
Feb. 14	No School - Mid-Winter Break
Mar. 7	No School - Professional Development
Mar. 10	PTC 4:30 PM - 8:30 PM
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Apr. 15	No School - Staff Workday (HS Track Invite)
Apr. 18	No School - Spring Break
Apr. 21	No School - Spring Break
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January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
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February 2025						
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March 2025						
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	Mo	Tu	We	Th	Fr	Sa
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20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

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	Parent-Teacher Conferences
	Early Dismissal
	Event
	Curriculum Development

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School Year	172	Student Days
	185	Teacher Days

NSAA DATES	
Start of Fall Practices	Aug. 12
District Golf	Oct. 7-8
State Golf	Oct. 14-15
State Football 1st Rd.	Oct. 24
State Volleyball	Nov. 6-7-8-9
Start of Winter Practices	Nov. 18
District One-Act	Week of Dec. 2
NSAA Moratorium	Dec. 22-26
Girls State Basketball	Mar. 5-6-7-8
Boys State Basketball	Mar. 12-13-14-15
Start of Spring Practices	Mar. 3
District Music	Week of Apr. 22
District Track	May 14 or 15
District Golf	May 19-20
State Track	May 23-24
State Golf	May 28-29

Additional days for students and/or staff will be added to the end of the year if it is determined to be necessary.

This change will not affect student days counted or days scheduled for students. NO CHANGE for students.



Heartland Community Schools
1501 Front Street
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Phone: 402-723-4434
www.heartlandschools.org

AMENDED

10) What types of state or federal funding, such as grants, would you pursue to support the childcare center program, and what “strings” come along with them? For example, are there demographic priorities for admission of children such as socioeconomic status? (Jeremy)

11) Do you have any experience serving children with disabilities and the state and federal requirements and rights that may apply? (Dana)

12) Have you ever terminated a lease agreement for a prior child care center or business you owned? If so, why? (Ryan)

13) Do you anticipate needing any physical modifications to the space? (Jen)

What questions do you have for us? (Lacey)

Lessee Name or Agency _____

Interviewer Name _____

Directions: Circle response (Total on page 3)

Question	Excellent (5 points)	Good (3 points)	Needs Improvement (1 point)
What are your vision and goals for the daycare? (1)	Articulates a clear, inspiring and actionable vision that aligns with the community's needs. Goals are specific, measurable and relevant.	Provides a solid vision but lacks specific goals or measurable outcomes. Aligns moderately with community needs.	Vision is unclear, lacks focus, or does not align with community needs.
What would be your hours of operation? (2a)	Proposes hours that reflect thoughtful consideration of community needs and operational feasibility. Shows flexibility if needed.	Suggests reasonable hours but lacks evidence of deep consideration for community needs or operational efficiency.	Proposes impractical or unclear hours that may not meet the needs of families.
When do you envision beginning to serve kids and open up the daycare? (2b)	Provides a realistic and well-structured time with clear milestones. Considers necessary preparations like licensing and staffing.	Timeline is plausible but lacks detail or contingency planning.	Timeline is overly optimistic or vague, showing limited understanding of preparation requirements.
What would your weekly or monthly rates be? (2c)	Proposes competitive, well-researched rates that balance affordability for families and financial sustainability for the daycare.	Rates are reasonable but lack research or justification.	Rates are impractical, either too high for affordability or too low for sustainability.
What are your plans to furnish (equip) the daycare? (2d)	Provides a comprehensive, detailed plan for furnishing the facility, considering safety, quality, and developmental needs of children.	Has a basic plan with some considerations for safety and quality but lacks detail.	Plan is unclear, lacks focus on quality or safety, or seems impractical.
Do you have intentions of operating at full capacity? (3a)	Clearly articulates a plan to gradually scale up to full capacity (if not beginning there) while ensuring quality and compliance with regulations.	Indicates unwillingness to operate at full capacity but lacks a clear strategy.	Unclear or unrealistic intentions regarding capacity.
What is your plan to staff the daycare and what strategies or incentives would you implement to keep a consistent staff? (3b)	Proposes a strong staffing plan with innovative incentives, clear retention strategies, and emphasis on professional development.	Plan addresses staffing and retention but lacks creativity and depth.	Staffing plan is vague, unrealistic, or lacks retention focus.
What would be your process for determining who gets into	Outlines a fair, transparent process with clear criteria. Has an efficient waitlist system that prioritizes families equitably.	Provides a basic process for admissions and waitlist management but lacks detail.	Process is unclear, unfair, or impractical.

<p>the daycare and maintaining a waitlist? (4a & b)</p>			
<p>How would you approach staff training and development to maintain high quality childcare? (5)</p>	<p>Presents a comprehensive training program with regular evaluations, professional development opportunities, and alignment with quality standards.</p>	<p>Suggests a basic training approach but lacks ongoing development or evaluation methods.</p>	<p>Training and development plans are vague or insufficient to ensure quality.</p>
<p>How familiar are you with Step Up To Quality status? (5a)</p>	<p>Demonstrates a deep understanding of Step Up To Quality standards and provides a clear plan for achieving or maintaining them.</p>	<p>Shows basic knowledge of standards but lacks a detailed plan.</p>	<p>Limited or no familiarity with the standards.</p>
<p>Tell us about the curriculum you use or would use to monitor and enhance the development of the children in your care? (6)</p>	<p>Describes a research-based, age-appropriate curriculum that includes tools to monitor and enhance child development.</p>	<p>Provides a general description of the curriculum but lacks detail or implementation or monitoring.</p>	<p>Curriculum is poorly defined or does not align with best practices.</p>
<p>How would you address parent concerns and/or complaints in a professional manner and what is an example that you can share with us from the past? (7)</p>	<p>Provides a structured, empathetic approach to handling concerns, including clear communication and resolution strategies. Shares a relevant, positive example.</p>	<p>Describes a reasonable approach but lacks structure or a clear example.</p>	<p>Approach is vague, defensive, or lacks professionalism.</p>
<p>Explain to us your plan to operate under any specific funding or regulatory conditions (e.g. Title 20, etc.) that require a population to be served (i.e. poverty, etc.). (8)</p>	<p>Offers a detailed understanding of funding or regulatory requirements and proposes a practical, compliant plan.</p>	<p>Shows awareness of requirements but lacks specific details or strategies.</p>	<p>Limited understanding or unrealistic plans for meeting conditions.</p>
<p>Are you open to working with the school where high school students could serve in some capacity in the daycare to assist with children and also potentially grow their interest in early childhood? (9)</p>	<p>Expresses openness with a clear plan for involving students, ensuring proper training and alignment with daycare standards.</p>	<p>Willing to involve students but lacks a structured approach.</p>	<p>Shows reluctance or does not provide a feasible plan for collaboration.</p>

<p>What types of state or federal funding, such as grants, would you pursue to support the childcare center program, and what “strings” come along with them? For example, are there demographic priorities for admission of children such as socioeconomic status? (10)</p>	<p>Candidate demonstrates a deep understanding of both state and federal funding opportunities, including specific grants or funding programs that could support a childcare center. They also discuss “strings attached,” such as demographic priorities (e.g., socioeconomic status) or other eligibility factors with clear examples.</p>	<p>Candidate is familiar with some funding opportunities but may lack knowledge of specific programs or the details of eligibility requirements and limitations. They address demographic priorities or restrictions in general terms.</p>	<p>Candidate shows limited knowledge of funding sources or eligibility criteria. They struggle to identify specific programs or are unaware of relevant requirements like demographic priorities or other restrictions.</p>
<p>Do you have any experience serving children with disabilities and the state and federal requirements and rights that may apply? (11)</p>	<p>Candidate has extensive experience serving children with disabilities and demonstrates a strong understanding of state and federal laws and rights, such as the Americans with Disabilities Act (ADA), IDEA, or specific local regulations. They can offer examples of how they’ve applied these laws effectively in practice.</p>	<p>Candidate has some experience with serving children with disabilities and a basic understanding of the legal requirements, but may not have deep, hands-on experience with specific laws or regulations. They can describe the general principles but not provide extensive examples.</p>	<p>Candidate has minimal or no experience with serving children with disabilities, and lacks a strong understanding of relevant legal requirements. Their knowledge may be vague or incorrect.</p>
<p>Have you ever terminated a lease agreement for a prior child care center or business you owned? If so, why? (12)</p>	<p>Candidate has experience terminating leases for prior childcare centers or businesses and can clearly articulate the reasons for doing so, as well as the legal and financial considerations that were involved in the decision-making process.</p>	<p>Candidate may have limited experience with lease terminations or may have dealt with one or two such situations, but lacks detailed knowledge of the specific legal or business considerations involved.</p>	<p>Candidate has no experience with lease terminations or is unclear about the process, legal implications, or the reasons why lease termination might be necessary for a childcare center or business.</p>
<p>Do you anticipate needing any physical modifications to the space? (13)</p>	<p>Candidate demonstrates a clear understanding of potential physical modifications that may be necessary for the childcare center. They can anticipate both practical needs (space for classrooms, safety features) and regulatory requirements (compliance with the Americans with Disabilities Act, licensing standards).</p>	<p>Candidate considers the need for some physical modifications but may not fully recognize all of the potential issues or regulatory requirements. They may have a basic understanding of safety or space considerations but miss other key factors.</p>	<p>Candidate does not anticipate or recognize the need for any physical modifications, or is unaware of potential regulatory or safety requirements for a childcare space.</p>

Total: _____ / 90

Notes:



December 18, 2024

To: Heartland Community School Administration and Board
From: Henderson Child Development Center (HCDC) Board
Re: Childcare Building Arrangement

Dear Mr. Klein and HCS Board,

Please find attached a copy of our Nebraska Child Care License as requested via social media. Our previously submitted letter of consideration outlined our program and interest in contracting with the school to provide expanded daycare services to the community.

We look forward to hearing from the HCS Board so that we can be of service to parents in Henderson and surrounding communities. Quality care of young children continues to be a top priority of our organization, and we welcome this opportunity to partner with HCS.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dot Quiring', written in a cursive style.

Dot Quiring
HCDC Board Chair

State of Nebraska

Department of Health and Human Services
Division of Public Health

BETHESDA COMMUNITY CHILD DEVELOPMENT CENTER

Is hereby authorized in compliance with laws of the State of Nebraska to establish and conduct an
Operating Family Child Care Home II

located at: PO BOX 225 1416 BIRCH ST Henderson NE 68371

A maximum of 12 children in ages 6 WKS to 12 YRS may be in attendance at any one time during the
hours of 0600 to 1900 on MTWTHF.

HENDERSON CHILD DEVELOPMENT CENTER OWNED BY BETHESDA COMMUNITY CHILD
DEVELOPMENT CENTER is hereby issued License No. FI19651 which is
effective on 05/31/2018

Amended: 05/04/2021

Given under the name and Seal of the Department
of Health and Human Services Division of Public
Health of the State of Nebraska at Lincoln on
May 4, 2021.



Gary J. Anthonie, MD

Gary J. Anthonie, MD
Chief Medical Officer
Director, Division of Public Health
Department of Health & Human Services

Heather Nunnenkamp



December 12, 2024

Mr. Jeremy Klien
Superintendent
Heartland Community School District
1501 Front Street
Henderson, NE 68371

Dr. Mr. Klien,

I am writing to inform you that I would be very interested in leasing the current child development center. I have roughly 23+ years of experience running and owning a childcare center.

I am currently married to my husband Mark Nunnenkamp and together we have 7 children and 2 grandchildren. I started my career in Early Childhood Education caring for a few children in my home in 2001 with just a few children. In 2005, I grew my in-home childcare center to maximum capacity of 10 children. I ran this business in Omaha, NE until 2016. At that time, I moved to Henderson, NE and began watching a few children out of my home, looking to grow into a childcare center. Due to my last child being born and having many complications I had to decide to stay home with my daughter for 3 years to get her to appointments for medical care. After returning to work I worked at York General Hospital in the medical coding office. I had always had a piece missing and that was childcare. I made a decision to start working with HCDC as the Primary Provider in 2021. I started working in the in-home II childcare with only 2 families still enrolled. Which in 3 months I had filled all the openings and was fully staffed. I ran this center for 3 years until I needed to find something with health insurance. I went to PAC 2 with Mary Lanning. Due to the distance and difficulties of being home for my children I had to find something closer to home. I am currently working at Head Start in York as a lead preschool teacher.

My passion is and always has been to work with children and I would have opened my own center here in town if there would have been a building available and my current home is not designed to operate childcare so that is why I don't currently have my own childcare center.

I have my associate's degree in early childhood education and am confident I can run the childcare center for the Henderson Community. I love the children in the community and have relationships with families here already. I am familiar with state regulations and know what needs to be done to get started with opening the center.

I believe in giving children a good start to the beginning of a long life of learning and growing. Education is very important to me and knowing I can provide that for children and families is a reward.

I pray that you consider me so that I can make an impact with the young children in the community.

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 the building commonly referred to as the Early Childhood Building constructed in the year 2025 and located at 1501 Front Street in Henderson. The building is recognized as being adjacent to but separated from the District's building of common instruction. A floorplan of said building is hereby attached. The District agrees to lease to the Lessee this building 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 designated by the priorities established in this Agreement 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. Beyond all other legal requirements of operation, Lessee agrees at all times to participate in and comply with the obligations of

the Step Up To Quality program established jointly between the Nebraska Department of Education and Nebraska Department of Health and Human Services.

- 3. Priority of Enrollment.** In consideration of the promises and benefits conferred herein, Lessee agrees to the following priorities of enrollment for accepting students into the childcare program. Lessee shall establish reasonable application deadlines and shall admit students to the program based on the following priorities, in this order:
 - 3.1. Any child awarded a placement by the District according to the terms specified in Section 5 of this Agreement.
 - 3.2. Any child Lessee is obligated by law to admit.
 - 3.3. Children of childcare program employees.
 - 3.4. Children of District employees who are not already admitted pursuant to the slots reserved for the District as specified within Section 5 of this Agreement.
 - 3.5. Children whose parents legally reside in the District.
 - 3.6. Children of non-District-residents whose primary place of employment is located within the boundaries of the District.
 - 3.7. All other applicants, ranked by order in which a completed application to attend is officially received by Lessee.

- 4. Admission Is Final.** Any child who has been accepted for enrollment and actually enrolls in the childcare program operated by Lessee shall be permitted to continue in attendance until such time as the child is disenrolled by the child's parent or guardian or the child ages out of the childcare program. Even if another application is submitted that would otherwise have a higher priority, Lessee shall not cancel or otherwise end the enrollment of a previously-enrolled child. A family who disenrolls and later reapplies for enrollment shall be admitted as though they are a new applicant.

- 5. Consideration and Reserved Spots.** As consideration for its use of the Lease Premises, Lessee shall actively use or otherwise hold in reserve 25% of its current operating capacity in its infant room; 25% of its current operating capacity in its toddler room; and 25% of its current operating capacity in its 3-4 year old room *exclusively* for children and dependents of District employees and currently-enrolled students of the District who become parents, so long as the student remains enrolled in the District. Even if District employees and students 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 and students at no cost to the District or any of its

employees or students 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 and students will constitute a material breach of this Agreement and constitutes grounds for termination of the Agreement without notice as otherwise required in this Agreement. On or before March 1st, June 1st, September 1st, and December 1st of each year, the Lessee shall provide a report the District's superintendent. Said report shall inform the District of the current operating capacity of each room (infant, toddler, and 3-4 year old), the number of children currently attending in each room, and the number of spots currently being used by current employees and students of the District in each room.

- 6. 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.
- 7. 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).
- 8. 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.

- 9. 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.
- 10. 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.
- 11. 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.
- 12. Utilities and Phone.** The District shall provide and pay for all utilities for the Leased Premises except as otherwise provided in this Agreement. The Lessee must acquire, utilize, and pay for an internet connection and service and phone service different from and separate from the accounts utilized by the District. The Lessee may use the same provider, but will maintain their own internet and phone service accounts. The District will provide reasonable access to locations of its technology infrastructure to facilitate these services, but any modifications to the physical space, hardware, or software of the District are prohibited without the written consent of the superintendent of the District.

- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.

20. 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.

20.1. 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.

20.2. 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.

21. 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.

22. 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.

- 23. 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.
- 24. 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.

- 25. 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.
- 26. 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.

- 27. 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.
- 28. 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.
- 29. Applicable Law.** This Agreement shall be governed by the laws of the State of Nebraska.
- 30. 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

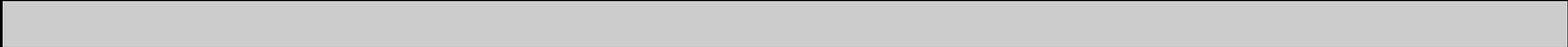
[DAYCARE NAME]
Lessee

By: _____
School Board President

By: _____

Date: _____, 2025.

Date: _____, 2025.



Cooperative Sports Sponsorship: Heartland Community Schools & Hampton Public Schools

Stakeholder Summary

WHAT IS BEING CONSIDERED

- ▶ Cooperative Sponsorship of sports between **Heartland Community Schools** and **Hampton Public Schools**.
- ▶ A cooperative sponsorship is an agreement between two or more schools to compete in one or more sports as a single team, with combined resources.
- ▶ Cooperative sponsorship agreements are put in place for a two-year period. After two years, agreements can be discontinued, changed, or renewed.
- ▶ **A cooperative sponsorship is not a consolidation.** Outside of the shared programs included in the co-op agreement, all schools continue to be operated, administrated, governed, and funded separately and independently.
- ▶ The agreement we are considering **includes all sports** – boys, girls, high school, and junior high school.
- ▶ The agreement is for sports only. **Activities (e.g. band, FBLA, FFA, quiz bowl) would not be included** in the co-op currently being considered and will continue to be done separately by each school.

NAME – MASCOT – COLORS

At the early stages of discussion, it was mutually agreed upon between both schools that any cooperative sponsorship that we might seek to create between our two schools would be based on two fundamental principles.

1. We'd seek to create a long-term relationship.
2. We'd seek to emphasize partnership, equity, teamwork, and unity.

In the interests of these keeping with these principles, it was determined early on that a cooperative sponsorship of sports between our two schools would compete using a new and neutral team name, a new and neutral mascot, and a new and neutral color scheme.

Name: H&H

Currently our two schools compete in athletics using different names – Hampton and Heartland.

The team(s) that compete under the cooperative sponsorship agreement will use the name H&H.

Mascot: Yet To Be Determined

The governing boards of each school, and their working groups, have gone through a process of selecting and determining 4 mascot finalists. Those 4 finalists will be made known at a time to be determined and agreed upon by the two working groups from each school.

After an agreement is officially approved by the boards of both schools, the mascot for the co-op will be chosen by a vote of students from both schools. Votes will be cast by students in grades 7-11. For the purpose of counting votes, 1 student equals 1 vote - regardless of what grade they are in or what school they attend.

**Colors: Black
White
Silver**

SPORTS INCLUDED

HIGH SCHOOL

- ▶ Football
- ▶ Girls Golf
- ▶ Volleyball
- ▶ Boys Basketball
- ▶ Girls Basketball
- ▶ Boys Golf
- ▶ Boys Track & Field
- ▶ Girls Track & Field
- ▶ Cheerleading

JUNIOR HIGH SCHOOL

- ▶ Football
- ▶ Volleyball
- ▶ Boys Basketball
- ▶ Girls Basketball
- ▶ Boys Track & Field
- ▶ Girls Track & Field

New / additional teams or programs could be added at a later time in an effort to provide our students with more opportunities. However, no additional teams or programs are being added, or considered, at this time.

EXPECTED BENEFITS

- ▶ Success and Consistency. These goals directly support the Mission of our school (Empowering Excellence).
- ▶ Working together, our two schools seek to consistently increase, maximize, and efficiently deploy three fundamental resources that support all sports programs: 1) student-participants, 2) interested & qualified coaches, and 3) facilities.
- ▶ Increased student-participant numbers.
 - ▶ Stabilize participation numbers in areas where participation numbers can be inconsistent or problematic.
 - ▶ Mitigate against future problems with low or inconsistent student participation numbers - in an era where widespread participation continues to fall.
- ▶ Consistently higher participation numbers allows us to commit long-term scheduling efforts towards providing more developmental opportunities (i.e. JV, Reserve, B-team, etc.).
 - ▶ This provides more and better opportunities for all students to succeed.
 - ▶ This better allows us to consistently provide our students with a graduated sequence of positive, competitive experiences within our sports programs.

WHERE WILL SPORTS BE PLAYED & PRACTICED

- ▶ One of the major considerations made in discussions between the two schools was the location of games and practices.
- ▶ Games and practices will utilize the facility resources of both school districts.
 - ▶ A general layout of where these will occur is included on the next page.
 - ▶ Some sports will predominantly play and practice at one site.
 - ▶ Some sports will play and practice at both sites on a rotational, and relatively equal, basis.
- ▶ Several goals were kept in mind when trying to determine locations for playing and practicing.
 - ▶ Equitable home-site opportunities and travel obligations for the student-athletes and coaches of both schools.
 - ▶ Balancing the logistical demands placed upon both schools while aligning transportation resources with anticipated demands.

Appendix J: Preliminary & Approximate Site-Usage Distribution

	<i>Sport / Program</i>	<i>Predominant Site: Practice</i>	<i>Predominant Site: Home Game</i>
HIGH SCHOOL	HS Football	Heartland	Heartland
	HS Volleyball	Split	Split
	HS Girls Golf	Heartland	Heartland
	HS Boys BB	Split	Split
	HS Girls BB	Split	Split
	HS Track	Heartland	Heartland
	HS Boys Golf	Heartland	Heartland
	Cheerleading	Split	Split
<hr/>			
JUNIOR HIGH SCHOOL	JH Football	Hampton	Hampton
	JH Volleyball	Heartland	Heartland
	JH Girls BB	Hampton	Hampton
	JH Boys BB	Heartland	Heartland
	JH Track	Heartland	Heartland

WHO WILL WE PLAY AGAINST

► **Conference Affiliation**

- Our two schools currently compete in two different conferences.
 - Hampton – Crossroads Conference (CRC)
 - Heartland – Southern Nebraska Conference (SNC)
- It is necessary to determine which conference the cooperatively sponsored program(s) will compete in.

► **Goals To Meet**

- Aligning conference affiliation and scheduling with the anticipated size & classification of the cooperatively sponsored program(s) (predominantly Class C / Class C2)
- Aligning conference affiliation and scheduling with the goal of consistently providing developmental opportunities (e.g. JV, Reserve, B-team, etc.)

► **Considerations Made**

- The size & classification of schools within the two conferences.
- The size & classification of schools currently scheduled by each school.
- Sports sanctioned by each conference.
- Facilities of the member schools in each conference.
- Location and distance of the member schools of each conference.
- Governance & Initiation structures of both conferences.

Conference Affiliation: SNC

The working groups of each governing board have tentatively agreed that the cooperatively sponsored program(s) will compete in the Southern Nebraska Conference (SNC).

Schedule Adoption: Heartland

The working groups of each governing board have tentatively agreed that the cooperatively sponsored program(s) will utilize the pre-existing schedule of the Heartland teams/programs.

WHEN DOES THIS GO INTO EFFECT

For all sports, except HS Football

- ▶ 25-26 school year
- ▶ 26-27 school year

For HS Football

- ▶ 26-27 school year (Fall 2026)
- ▶ 27-28 school year (Fall 2027)

Why is HS Football different?

- ▶ In Nebraska, HS football is scheduled by the NSAA at the state-level, and teams are locked into their schedule for 2-year cycles.
- ▶ Next Fall's HS Football season (Fall 2025) will be the second year of the current two-year scheduling cycle.
- ▶ We will declare the cooperative sponsorship for the next scheduling cycle, and we will then be scheduled accordingly for that cycle (Fall 2026 & Fall 2027).
- ▶ **NOTE:** while this is yet to be determined, we anticipate the co-op football team being classified in Class C-2 (11-man) for the next scheduling cycle (Fall 2026 & Fall 2027).

COST SHARING

Both schools will equally share all necessary costs.

These include:

- ▶ Cost of Personnel (coaches, etc.)
- ▶ Cost of Away Game Transportation
- ▶ Cost of Uniforms
- ▶ Net Operational Costs (officials, event workers, etc.)
- ▶ Agreed Upon Miscellaneous Costs

TIMELINE & PROCESS

1. **An agreement requires approval by the board of education from each school.**
2. **An agreement would go into effect once approved by both governing boards.**
3. **If an agreement is to be reached, it is the goal of both governing boards to approve an agreement in February.**

Working Committees

Each school has a working committee that is comprised of three members of its board of education.

The details of the cooperative sponsorship agreement are worked on and negotiated in meetings between the two committees.

Each committee is supported by the superintendent, the secondary principal, and the AD of their school. These personnel also attend the meetings between the two committees.

Meetings Between Committees

Wednesday, February 5, 2025
Wednesday, January 15, 2025
Wednesday, December 11, 2024
Wednesday, November 6, 2024
Wednesday, October 2, 2024

Board Meeting Discussion

Monday, February 10, 2025
Monday, January 20, 2025
Monday, December 9, 2024
Monday, November 11, 2024
Monday, October 14, 2024

Final Approval Of An Agreement

The Board anticipates voting on the approval of a cooperative sponsorship agreement **at a special meeting that is scheduled for Wednesday, February 12th.**

Final Mascot Selection by Students

Section A: Student Mascot Selection Process

1. A student selection / voting process will be used to determine the mascot for the cooperatively sponsored programs.
2. Students will make their selection from a list of 4 finalists. The four finalists will be decided by representative committees of each board of education.
3. Selection / election will take place via electronic voting.
4. The student voting / selection process may require up to 3 rounds of voting.
5. The selection process may not end until a single mascot has been awarded a majority of votes cast in any round except for the case of an exact tie in the voting results of Round 3.

Section B: Eligible Voters

Persons eligible to vote in this final selection process will be limited to students enrolled in Hampton Public Schools and Heartland Community Schools who also meet the following criteria.

1. Students must be currently enrolled in Grades 7 - 11 at the time the vote is taken.
2. Students must currently attend the building of common instruction within their district on a full-time and all-day basis.

Section C: Voting Method

1. Students will be sent (e.g. email) or otherwise provided a URL to submit their vote via digital voting instrument.

Section D: Finalists

1. Students will be informed of the 4 finalists on Monday, February 17th.
2. Mascots will be presented as a name (e.g. "Cornhuskers) accompanied by a small assortment of visual concepts depicting the intended mascots on a rough-draft basis.
3. The visual concepts presented to students on February 17th do not constitute the final form of any mascot's visual depiction.
 - a. Following the final selection of the mascot, the two schools will engage in a collaborative process of creating the final visual depiction(s) of the mascot chosen by students.

Final Mascot Selection by Students

Section D: Voting Dates & Times

1. **Round 1** of voting will be conducted on Thursday, February 20, 2025 via electronic voting survey. Voting will be open for a period of 10 minutes opening at 9:15 AM and closing at 9:25 AM on said date for voting.
 - a. After the vote closes, any required tie breaking procedures will be conducted.
 - b. The results of the Round 1 vote will be shared with the students. If a second round of voting is required following the first round, the details of Round 2 voting will be communicated at that time.

2. If necessary, **Round 2** of voting will be conducted on Thursday, February 20, 2025 via electronic voting survey. Voting will be open for a period of 10 minutes opening at approximately 10 minutes after the close of Round 1.
 - a. After the vote closes, any required tie breaking procedures will be conducted.
 - b. The results of the Round 2 vote will be shared with the students. If a third round of voting is required following the second round, the details of Round 3 voting will be communicated at that time.

3. If necessary, **Round 3** of voting will be conducted on Thursday, February 20, 2025 via electronic voting survey. Voting will be open for a period of 10 minutes opening at approximately 10 minutes after the close of Round 2.
 - a. After the vote closes, any required tie breaking procedures will be conducted.
 - b. The results of the Round 3 vote will be shared with the students.

Section E: Election Process & Results For Round 1

Round 1 Voting: Students will vote for one mascot from a list of 4 finalists. Each student will cast a single vote *in favor of* one mascot to be selected as the winner of the election.

1. After the first round of voting, if one of the finalists has a majority (greater than 50%) of the total votes cast for the Round then that finalist will be declared the winner of the election.

2. If after the first round of voting, no finalist has received a majority of votes cast, a Round 2 vote will be conducted between the three finalists receiving the most votes in the first round.
 - a. If there is an exact, two-way tie between the two finalists receiving the fewest votes, a randomized coin toss will be used to eliminate one of the finalists from the subsequent Round 2 vote.
 - b. If there is an exact, three-way tie between finalists receiving the fewest votes, a randomized double coin toss will be used to eliminate one finalist from the subsequent Round 2 vote.
 - c. If there is an exact, four-way tie between finalists receiving the fewest votes, a randomized double coin toss will be used to eliminate one finalist from the subsequent Round 2 vote.

Final Mascot Selection by Students

Section F: Election Process & Results For Round 2

Round 2 Voting: Students will vote for one mascot from the list of 3 remaining finalists after the Round 1 vote. Each student will cast a single vote *in favor of* one mascot to be selected as the winner of the election.

1. After the second round of voting, if one of the finalists has a majority (greater than 50%) of the total votes cast for the Round then that finalist will be declared the winner of the election.
2. If after the second round of voting, no finalist has received a majority of votes cast, a Round 3 vote will be conducted between the two finalists receiving the most votes in the second round.
 - a. If there is an exact, two-way tie between finalists receiving the fewest votes, a randomized coin toss will be used to eliminate one of the finalists from the subsequent Round 3 vote.
 - b. If there is an exact, three-way tie between all three finalists, a randomized double coin toss will be used to eliminate one finalist from the Round 3 vote.

Section G: Election Process & Results For Round 3

Round 3 Voting: Students will vote for one mascot from the list of 2 finalists that remain after the Round 2 vote. Votes will be cast *in favor of* one mascot to be selected as the winner of the election.

1. After the third round of voting, the finalist with the most votes received from the total votes cast will be declared the winner of the election.
 - a. If at the conclusion of the Round 3 vote there is an exact tie in the number of votes for each finalist, a randomized coin toss will be used to eliminate one of the finalists – the remaining finalist will be declared the winner of the election.

Final Mascot Selection by Students

4-Way Tie Random Draw Options

- Eliminate Finalist 1
- Eliminate Finalist 2
- Eliminate Finalist 3
- Eliminate Finalist 4

3-Way & 4-Way Tie Breaking Table		
Toss 1	Toss 2	Resulting Action
H	H	Random Draw 1
H	T	Random Draw 2
T	H	Random Draw 3
T	T	Remaining Option

3-Way Tie Random Draw Options

- Eliminate Finalist 1
- Eliminate Finalist 2
- Eliminate Finalist 3
- Repeat Double-Flip

2-Way Tie Random Draw Options

- Eliminate Finalist 1
- Eliminate Finalist 2

2-Way Tie Breaking Table	
Toss	Resulting Action
H	Random Draw 1
T	Remaining Option

2021-2022		2022-2023		2023-2024		2024-2025	
Golf - Girls							
12	2	12	3	12	0	12	1
11	2	11	0	11	0	11	1
10	0	10	0	10	1	10	3
9	0	9	1	9	1	9	0
9-12	4	9-12	4	9-12	2	9-12	5
Volleyball		Volleyball		Volleyball		Volleyball	
12	5	12	7	12	8	12	7
11	9	11	6	11	8	11	8
10	6	10	8	10	9	10	4
9	8	9	9	9	5	9	8
9-12	28	9-12	30	9-12	30	9-12	27
8	X	8	6	8	8	8	10
7	X	7	8	7	10	7	7
7-8	0	7-8	14	7-8	18	7-8	17
Football		Football		Football		Football	
12	5	12	10	12	8	12	3
11	10	11	6	11	3	11	4
10	5	10	5	10	7	10	4
9	6	9	7	9	6	9	6
9-12	26	9-12	28	9-12	24	9-12	17
8	X	8	8	8	7	8	6
7	X	7	7	7	11	7	3
7-8	0	7-8	15	7-8	18	7-8	9
Girls Basketball		Girls Basketball		Girls Basketball		Girls Basketball	
12	2	12	5	12	4	12	4
11	7	11	4	11	4	11	5
10	5	10	5	10	7	10	2
9	5	9	5	9	2	9	4
9-12	19	9-12	19	9-12	17	9-12	15
8	X	8	5	8	6	8	2
7	X	7	7	7	4	7	7
7-8	0	7-8	12	7-8	10	7-8	9
Boys Basketball		Boys Basketball		Boys Basketball		Boys Basketball	
12	4	12	6	12	4	12	7
11	6	11	7	11	4	11	4
10	7	10	5	10	4	10	5
9	7	9	4	9	8	9	8
9-12	24	9-12	22	9-12	20	9-12	24
8	6	8	9	8	9	8	11
7	11	7	9	7	9	7	5
7-8	17	7-8	18	7-8	18	7-8	16
Track - Girls		Track - Girls		Track - Girls		Track - Girls	
12	5	12	2	12	5	12	
11	4	11	5	11	5	11	
10	4	10	4	10	5	10	
9	4	9	6	9	5	9	
9-12	17	9-12	17	9-12	20	9-12	0
8	X	8	6	8	7	8	
7	X	7	8	7	7	7	
7-8	0	7-8	14	7-8	14	7-8	0
Track - Boys		Track - Boys		Track - Boys		Track - Boys	
12	4	12	7	12	5	12	
11	8	11	4	11	5	11	
10	4	10	5	10	8	10	
9	6	9	9	9	4	9	
9-12	22	9-12	25	9-12	22	9-12	0
8	X	8	7	8	6	8	
7	X	7	8	7	8	7	
7-8	0	7-8	15	7-8	14	7-8	0
Golf - Boys		Golf - Boys		Golf - Boys		Golf - Boys	
12	7	12	3	12	6	12	
11	3	11	5	11	4	11	
10	6	10	6	10	4	10	
9	6	9	3	9	2	9	
9-12	22	9-12	17	9-12	16	9-12	0

3-YEAR STUDENT PARTICIPATION ESTIMATES

FOOTBALL

25-26 (YEAR 1)			26-27 (YEAR 2)			27-28 (YEAR 3)	
25-26 Co-op @ 100% retention	25-26 Heartland @ 100% retention		26-27 Co-op @ 100% retention	26-27 Heartland @ 100% retention		27-28 Co-op @ 100% retention	27-28 Heartland @ 100% retention
37	20	9-12	39	19	9-12	42	22
20	10	7-8	15	13	7-8	19	12

Grade (25-26)	24-25 #'s Co-op @ 100% retention	24-25 #'s Heartland @ 100% retention	24-25 #'s Hampton @ 100% retention
12	10	4	6
11	5	4	1
10	11	6	5
9	11	6	5
8	12	3	9
7	8	7	1
6	7	6	1
5	12	6	6

GIRLS BASKETBALL

25-26 (YEAR 1)			26-27 (YEAR 2)			27-28 (YEAR 3)	
25-26 Co-op @ 100% retention	25-26 Heartland @ 100% retention		26-27 Co-op @ 100% retention	26-27 Heartland @ 100% retention		27-28 Co-op @ 100% retention	27-28 Heartland @ 100% retention
20	13	9-12	26	15	9-12	25	14
17	8	7-8	20	10	7-8	20	12

Grade (25-26)	24-25 #'s Co-op @ 100% retention	24-25 #'s Heartland @ 100% retention	24-25 #'s Hampton @ 100% retention
12	7	5	2
11	5	2	3
10	4	4	0
9	4	2	2
8	13	7	6
7	4	1	3
6	16	9	7
5	4	3	1
4	11	6	5

VOLLEYBALL

25-26 (YEAR 1)			26-27 (YEAR 2)			27-28 (YEAR 3)	
25-26 Co-op @ 100% retention	25-26 Heartland @ 100% retention		26-27 Co-op @ 100% retention	26-27 Heartland @ 100% retention		27-28 Co-op @ 100% retention	27-28 Heartland @ 100% retention
39	30	9-12	42	29	9-12	Not Available	Not Available
Not Available	Not Available	7-8	Not Available	Not Available	7-8	Not Available	Not Available

Grade (25-26)	24-25 #'s Co-op @ 100% retention	24-25 #'s Heartland @ 100% retention	24-25 #'s Hampton @ 100% retention
12	11	8	3
11	7	4	3
10	8	8	0
9	13	10	3
8	14	7	7
7	-	-	-

BOYS BASKETBALL

25-26 (YEAR 1)			26-27 (YEAR 2)			27-28 (YEAR 3)	
25-26 Combined @ 100% retention	25-26 Heartland @ 100% retention		26-27 Combined @ 100% retention	26-27 Heartland @ 100% retention		27-28 Combined @ 100% retention	27-28 Heartland @ 100% retention
43	28	9-12	48	29	9-12	50	32
21	13	7-8	15	13	7-8	19	14

Grade (25-26)	24-25 #'s Co-op @ 100% retention	24-25 #'s Heartland @ 100% retention	24-25 #'s Hampton @ 100% retention
12	7	4	3
11	7	5	2
10	13	8	5
9	16	11	5
8	12	5	7
7	9	8	1
6	6	5	1
5	13	9	4
4	14	5	9

SPORTS THAT REQUIRE A SPECIFIC SQUAD SIZE

Our Immediately Observable Areas Of Highest Need
 HS Football
 JH Football
 JH Girls Basketball
 HS Girls Basketball

Our Current Lowest Areas Of Need
 Boys Basketball
 Volleyball

Actual retention rates that are higher than 100% will yield numbers higher than estimates. Actual retention rates that are less than 100% will yield numbers lower than estimates.

Preliminary & Tentatively Estimated Coaching Staff Sizes

SPORT		25-26 Participant Estimates Based On Combined #'s	Total Coaches	Head Coaches	Assistant Coaches	Equal-Share Assistants	At-Large Assistants
HS	Football	37	4	1	<u>3</u>	2	1
HS	Volleyball	39	4	1	<u>3</u>	2	1
HS	Girls Golf	5	1	1	<u>0</u>	0	0
HS	Boys Basketball	43	4	1	<u>3</u>	2	1
HS	Girls Basketball	20	2	1	<u>1</u>	0	1
HS	Boys & Girls Track	59	5	1	<u>4</u>	4	0
HS	Boys Golf	15	2	1	<u>1</u>	0	1
HS	Cheerleading	12	2	1	<u>1</u>	0	1
JH	Football	20	3	1	<u>2</u>	2	0
JH	Volleyball	24	3	1	<u>2</u>	2	0
JH	Boys Basketball	21	2	1	<u>1</u>	0	1
JH	Girls Basketball	17	2	1	<u>1</u>	0	1
JH	Boys & Girls Track	36	3	1	<u>2</u>	2	0

Sport	Year	Co-op Estimated Classification	Heartland Estimated Classification
Girls Golf	25-26	C	C
	24-25	C	C
Football	26-27	C2	D1
	25-26	C2	D1
	24-25	C2	D1
Volleyball	25-26	C2	D1
	24-25	C2	D1
Boys Basketball	25-26	C1	C2
	24-25	C1	C2
Girls Basketball	25-26	C2	D1
	24-25	C2	D1
Boys Golf	25-26	C	C or D
	24-25	C	C
Boys & Girls Track	25-26	C	C or D
	24-25	C	C

Comprehensive Cooperative- Sponsorship Agreement

between

Hampton Public Schools
& Heartland Community Schools

Generation 1: February 2025

**Master Agreement: Comprehensive Cooperative Sponsorship
Hampton Public Schools & Heartland Community Schools**

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**Master Agreement: Comprehensive Cooperative Sponsorship
Hampton Public Schools & Heartland Community Schools**

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Appendix JH-31:	JH Track & Field

**Master Agreement: Comprehensive Cooperative Sponsorship
Hampton Public Schools & Heartland Community Schools**

1. Establishment

- A. Hampton Public Schools and Heartland Community Schools hereby mutually agree to enter into this comprehensive, multi-sport cooperative sponsorship agreement for the purposes of increasing and improving extracurricular opportunities for the students of their respective school districts.
- B. It is the intent of Hampton Public Schools and Heartland Community Schools, and their respective governing boards, that the cooperative sponsorship defined herein be governed, administered, and executed in good-faith and in a spirit of partnership and equity.
- C. Beginning with the 25-26 school year, this agreement and all appendices attached hereto shall serve as the initial governance agreement for all sports to be included within the administration of a multi-sport cooperative sponsorship agreement between Hampton Public Schools and Heartland Community Schools.
- D. This agreement may only be adopted or enacted through congruent, affirmative action taken by the governing boards of each school district participating in said agreement.
 - a. Once duly adopted or enacted, this agreement is considered to be in effect.
 - b. Once duly adopted or enacted, this agreement may only be renewed, amended, or cancelled through congruent, affirmative action taken by the governing boards of both school districts.

2. Comprehensive, Contingent, & Non-severable

- A. This agreement and its attached appendices represent the entirety of a single, comprehensive agreement.
- B. Hampton Public Schools and Heartland Community Schools stipulate that all cooperatively sponsored sports programs identified in *Section 3 – Sponsored Programs & Terms*, and the terms which are identified as corresponding to each, are not to be severed from each other.
 - a. It is the intent of both schools and their respective governing boards to adopt and to adhere to the entirety of this comprehensive agreement and to the entirety of the attached appendices.

3. Sponsored Programs & Terms

- A. Beginning with the 25-26 school year, the individual sports listed below shall be cooperatively sponsored by Hampton Public Schools and Heartland Community Schools and subject to this cooperative sponsorship agreement for the school years identified herein unless otherwise modified, amended, or cancelled through mutual agreement of the boards of education of all partner schools.
 - a. High School / Varsity-Level Sports
 - i. Football (Appendix HS-11): **26-27 & 27-28**
 - i. Volleyball (Appendix HS-12): 25-26 & 26-27
 - ii. Girls Golf (Appendix HS-13): 25-26 & 26-27
 - iii. Boys Basketball (Appendix HS-21): 25-26 & 26-27
 - iv. Girls Basketball (Appendix HS-22): 25-26 & 26-27
 - v. Track & Field (Appendix HS-31): 25-26 & 26-27
 - vi. Boys Golf (Appendix HS-32): 25-26 & 26-27
 - vii. Cheerleading (Appendix HS-41): 25-26 & 26-27

**Master Agreement: Comprehensive Cooperative Sponsorship
Hampton Public Schools & Heartland Community Schools**

- b. Junior High School / JH-Level Sports
 - i. Football (Appendix JH-11): 25-26 & 26-27
 - ii. Volleyball (Appendix JH-12): 25-26 & 26-27
 - iii. Boys Basketball (Appendix JH-21): 25-26 & 26-27
 - iv. Girls Basketball (Appendix JH-22): 25-26 & 26-27
 - v. Track & Field (Appendix JH-31): 25-26 & 26-27

4. Cooperative Program Name

- A. H&H
- B. Said name will be used for NSAA, media, photographic, and branding purposes.

5. Cooperative Program Mascot

- A. As determined by an agreed upon student-selection process. Said process is to be executed following the ratification of this agreement by the governing boards of all partner schools.
- B. Said mascot will be used for NSAA, media, photographic, and branding purposes.

6. Cooperative Program Colors

- A. Black, White, and Silver
- B. Said colors will be used for NSAA, media, photographic, and branding purposes.

7. Head School Designation

- A. Heartland Community Schools will act as the head school for the execution of this entire agreement unless otherwise specifically identified.
- B. It shall be the responsibility of the superintendent of the head school to make a final decision on matters not otherwise dictated by this agreement or by local policy when a mutual agreement cannot be satisfactorily reached among the superintendents of the partner schools.
 - a. The superintendent of the head school may not unilaterally make a decision in instances where unanimous agreement is specifically required (e.g. weather-related concerns).
 - b. Deference must be given to the concurrent satisfaction of all local, policy requirements in the administration of this agreement.
- C. It is the intent of Hampton Public Schools and Heartland Community Schools that the designation of a head school within this agreement exists as a functional necessity and does not diminish the shared expectations of fostering good faith, partnership, and equity among the partner schools within this agreement.

**Master Agreement: Comprehensive Cooperative Sponsorship
Hampton Public Schools & Heartland Community Schools**

8. Conference & NSAA

- A. Cooperatively sponsored programs subject to this agreement shall retain membership and affiliation with the Southern Nebraska Conference (SNC).
- B. Conference-level or NSAA-level events that are assigned to be site-hosted by the cooperative will be hosted at the Heartland site unless otherwise specified below.
 - a. Volleyball: occurrences will alternate between the Hampton site and the Heartland site by seasons assigned.
 - i. The first occurrence(s) of the cooperative being assigned to host either only a conference event during a season, only an NSAA event during a season, or a combination of the same within the same calendar-season will be hosted at the Hampton site. Sites will not alternate within the same season.
 - b. Basketball: occurrences will alternate between the Hampton site and the Heartland site by seasons assigned.
 - i. The first occurrence of the cooperative being assigned to host either a boys conference event during a season, a girls conference event during a season, a boys NSAA event during a season, a girls NSAA event during a season, or any combination of the same within the same season will be hosted at the Heartland site. Sites will not alternate within the same season.
 - c. The alternating sport, specific schedules established in this agreement for volleyball and basketball, along with their natural progressions, will automatically carry over and into all subsequent renewals of this agreement unless otherwise stated in a future agreement.
 - d. Alternating cycles will occur by sport, and not by site. It is therefore understood that at some point in the future, it is possible that on one or more occasions, the same site could host conference events and/or NSAA events and/or any combination of the same for both volleyball and basketball in the same season.
- C. Each partner school will receive its own plaque, plaque adornment, team award and/or trophy as may be awarded by the Conference as a result of team standings in conference tournament / championship play (tournament, meet, etc.).
 - a. Initially, said assets will be ultimately received and kept by the head school. This does not prevent said assets from being temporarily displayed at any partner school.
 - b. Duplicate assets for partner schools will be requested from the Conference by the head school and the cost will be equally shared among the partner schools.
- D. Cooperatively sponsored programs subject to this agreement shall retain membership and affiliation with the NSAA, and said programs shall be provided with a size classification according to by-laws established by the NSAA.
- E. Each partner school will receive its own plaque, plaque adornment, team award and/or trophy as may be awarded by the NSAA as a result of team standings in NSAA tournament / championship play (tournament, meet, etc.).
 - a. Initially, said assets will be ultimately received and kept by the head school. This does not prevent said assets from being temporarily displayed at any partner school.
 - b. Duplicate assets for partner schools will be requested from the Conference by the head school and the cost will be equally shared among the partner schools.

**Master Agreement: Comprehensive Cooperative Sponsorship
Hampton Public Schools & Heartland Community Schools**

F. Reimbursement For Awards Costs

- a. The paying agent school(s) for any awards costs will complete itemized documentation of the costs to be shared on a full-year basis (Appendix F-4) and provide said documentation to the superintendents of all partner schools.
 - i. The superintendents of the partner schools will mutually agree upon the corresponding full-year calculations no later than 30 days after the last competition of the Spring calendar-season.
- b. After the full-year basis is compiled and calculated for each partner school, the equitable share of the shared-coach costs for all partner schools will be calculated (Appendix F-5).
 - i. The superintendents of the partner schools will mutually agree upon the full-year equitable share calculations no later than 30 days after the last competition of the Spring calendar-season.
- c. Partner schools will reimburse each other the overage/underage of the equitable share so that the net, shared-coaches costs is equal among the partner schools at the end of the full year.

9. Independent Governance

- A. The AD of each school participating in the co-op is responsible for ensuring that their student-athletes meet the regulations governing participation as it relates to local compliance, eligibility, NSAA paperwork, physicals, etc. and communicating with the ADs of the other schools, and with the head coach.
- B. Students of each district shall be bound by the rules and regulations that are established by the district in which they are enrolled as a student.

10. Coaches

A. Head Coaches

- a. A head coach/sponsor will be designated for each high school and junior high school team/program covered under this agreement.
- b. The head coach does not have to be a coach from the head school.
- c. It is preferred, but not required, that a head coach be a certificated staff member of one of the partner schools.
- d. At the inception of the co-op, the position of head coach for the cooperatively sponsored program will be considered to be open.
 - i. Internal postings will be made in all partner districts.
 - ii. All internal postings shall list an agreed upon application deadline.
 - iii. Upon mutual agreement of the superintendents of all partner schools, external postings may be used in the event that internal postings do not, or are not likely to, produce a qualified candidate for the position of head coach.
- e. All candidates interested in a specific head coaching position will submit a letter of interest to their respective AD by the specified deadline.
- f. The AD's of all schools participating in the co-op will jointly review all applications and interview all interested candidates for the purposes of selecting a head coach.
 - i. The superintendents of partner schools, through mutual agreement, may participate in the process of interviewing candidates and/or provide for the participation of other stakeholders in the interview process.
- g. The AD's shall provide a recommendation regarding the assignment of the head coach to the superintendents of all partner schools.

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- h. Based upon the recommendations of the AD's, the superintendents of all partner schools shall consult each other for the purposes of selecting a head coach in a timely fashion.
 - i. If a lack of consensus exists after reasonable consultation between the superintendents of all districts in the co-op, it will be the responsibility of the superintendent of the head school to select the head coach.
 - j. If qualified or interested candidates fail to apply for an open head coaching position, a head coach will be assigned to the position from among the certificated staff of the partner schools through mutual agreement of the superintendents of the partner schools.
 - k. All subsequent head coach openings shall be filled in the same manner as previously identified.
 - i. All subsequent head coach openings shall include internal postings in all districts participating in the co-op.
 - ii. Upon the confirmed opening of a head coaching position, any partner school may list an external posting tied to open teaching position after notifying all other partner schools of their intent to do so.
 - iii. External postings of head coach openings that are not tied to open teaching positions in any of the partner schools may be done through unanimous agreement of the superintendents of all partner schools.
- B. Assistant Coaches
- a. Each year the AD's from among the partner schools will provide a recommendation to the superintendents regarding the number of assistant coaches necessary for the safe, effective, and efficient operation of the team.
 - b. Each year, the superintendents of the partner schools, in consideration of the AD's recommendation(s), will determine, through mutual agreement, the number of assistant coaches necessary for the safe, effective, and efficient operation of the team.
 - c. When the number of assistant coaches for the team is even, each school will assign an equal number of qualified assistant coaches committed to the success of the cooperatively sponsored program.
 - i. It is preferred, but not required, that an assistant coach be a staff member (certificated or otherwise) of the school for which they are being assigned.
 - ii. It shall be the responsibility of the AD from each school to assign the assistant coach from their school.
 - iii. To the extent as is reasonable and beneficial to the program, each AD shall make assignment decisions in consultation with the Head Coach and the AD's of all districts participating in the co-op.
 - d. When the number of assistant coaches for the team is an even number plus 1 (odd), each school will assign an equal number of qualified assistant coaches committed to the success of the cooperatively sponsored program while the one additional assistant coach will be assigned on an at-large basis through mutual agreement of the AD's, pending approval of the superintendents of the partner schools.
 - i. It is preferred, but not required, that an assistant coach be a staff member (certificated or otherwise) of the school for which they are being assigned.
 - ii. To the extent as is reasonable and beneficial to the program, each AD shall make assignment decisions in consultation with the Head Coach and the AD's of all partner schools.

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C. Coaching Salaries

- a. Payroll will be administered to all coaches by the district that employs and/or assigns them.
- b. The payroll costs for the head coach will be shared equally by the schools within this cooperative sponsorship agreement.
 - i. Each year the head coaching salary will be determined by comparing the appropriate placements for the coach within each district's extra duty schedule (or as otherwise prescribed by a negotiated agreement). The final coaching salary for the head coach will be the greater of the amounts provided for among the extra duty schedules for each district.
 - ii. One school will be acting as the payroll agent for the payment of the head coaching salary.
 - iii. The other school(s) will reimburse the payroll agent their equal share in a lump sum payment on or before August 31st.
 - iv. If the head coach is otherwise employed by one of the partner schools then that school will act as the paying agent for the head coach.
 - v. If the head coach is not otherwise employed by one of the partner schools (i.e. community coach) then the school that will act as the paying agent for the head coach will be determined in the following manner.
 1. If the head coach is a resident of a partner district, then that resident district will act as the paying agent for that coach.
 2. If the head coach is not a resident of a partner district, then district with the shortest straight-line distance between its headquarters and the coach's residence will act as the paying agent for that coach.
- c. Except for at-large assistant coaches, each partner school will pay 100% of the cost for an assistant coach that is assigned by their school to the cooperatively sponsored team.
 - i. The salary for an assistant coach will be determined by the extra duty schedule corresponding to the district that assigns them to said coaching duty.
- d. The payroll costs for an at-large assistant coach will be shared equally by the schools within this cooperative sponsorship agreement.
 - i. In instances where an at-large assistant coach that is employed by one of the partner schools, the salary for the assistant coach will be determined by the extra duty schedule corresponding to the district that employs them.
 - ii. In instances where an at-large assistant coach is not otherwise employed by one of the partner schools, the salary for the assistant coach will be determined in a manner that is similar to the salary determination procedure for head coaches (higher of the two).
 - iii. One school will be acting as the payroll agent for the payment of the at-large assistant coaching salary.
 - iv. The other partner schools will reimburse the payroll agent their equal share in a lump sum payment on or before August 31st.
 - v. The school that acts as the payroll agent for the at-large assistant coach will be determined in the same manner as is used for a head coach that is not otherwise employed by one of the partner schools.

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D. Reimbursement For Shared-Cost Coaches

- a. Shared-cost coaches will consist of the head coach of each high school or junior high school program and any at-large assistant coach of any high school or junior high school program.
- b. said documentation to the superintendents of all partner schools.
 - i. It will be the responsibility of the superintendents of partner schools to ensure this is completed no later than 30 days after the last competition of the sports season.
- c. The paying agent school(s) for any shared-cost coach(es) will complete itemized documentation of the costs to be shared on a calendar-season basis (Appendix D-3) and provide said documentation to the superintendents of all partner schools.
 - i. The superintendents of the partner schools will mutually agree upon the corresponding calendar-season calculations no later than 30 days after the last competition of the respective calendar-season (i.e. Summer, Fall, Winter, Spring).
- d. The paying agent school(s) for any shared-cost coach(es) will complete itemized documentation of the costs to be shared on a full-year basis (Appendix D-4) and provide said documentation to the superintendents of all partner schools.
 - i. The superintendents of the partner schools will mutually agree upon the corresponding full-year calculations no later than 30 days after the last competition of the Spring calendar-season.
- e. After the full-year basis is compiled and calculated for each partner school, the equitable share of the shared-coach costs for all partner schools will be calculated (Appendix D-5).
 - i. The superintendents of the partner schools will mutually agree upon the full-year equitable share calculations no later than 30 days after the last competition of the Spring calendar-season.
- f. Partner schools will reimburse each other the overage/underage of the equitable share so that the net, shared-coaches costs is equal among the partner schools at the end of the full year.

E. Evaluation & Continued Assignment

- a. All head coaches will be jointly and simultaneously evaluated by the AD's of both districts no later than 30 days after the final competition of the season.
- b. All assistant coaches will be jointly and simultaneously evaluated by the AD's of both districts in consultation with the head coach no later than 30 days following the last varsity competition of the season.
- c. Decisions regarding the continued assignment of a head coach will be made in the same manner as is used to select the head coach.
- d. Decisions regarding the continued assignment of an assistant coach will be made in the same manner as is used to select the assistant coach.

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11. Weather

- A. Except through unanimous agreement of the superintendents of all partner schools, there shall be no practices for the co-op programs on days where any partner school has cancelled school or dismissed early due to weather related concerns. It is understood that the superintendents of all partner schools are bound by the policies that govern their individual districts.
- B. Except through unanimous agreement of the superintendents of all partner schools, there shall be no games or contests for the co-op programs on days where any partner school has cancelled school or dismissed early due to weather related concerns. It is understood that the superintendents of all partner schools are bound by the policies that govern their individual districts.
- C. On occasions where weather concerns exist on the part of any partner school in the co-op related to the holding of a scheduled practice, game or contest, these events may only be held through unanimous agreement of the superintendents of the partner schools.
- D. When the co-op is acting in the capacity of the Home team, the host site AD (in person or by designee) shall act as the point of contact for other schools.
- E. When the co-op is acting in the capacity of the Home team, the host site AD and the host site superintendent (in person or by designee) shall be jointly responsible for making final decisions, consultations, and communications regarding the cancellation, postponement, rescheduling of games/contests.
- F. When the co-op is acting in the capacity of the Away team, the AD of the head school (in person or by designee) shall act as the point of contact with other schools.

12. Gate Proceed & Necessary Event Costs

- A. It is the intent that the partner schools will share the net profit/loss of gate proceeds and worker costs on a 50-50 basis.
- B. Gate (admission prices) will be set at equal amounts for each host site, through mutual agreement, each year by the boards of education for all partner schools.
 - a. Included in the setting of prices will be single-event admissions, student passes, adult passes, and family passes.
 - b. The superintendents of the partner schools will reach mutual agreement on admissions costs to be recommended for approval to their respective boards of education.
 - c. Admissions prices will be annually approved by each board at their regular, July board meetings and attached to this agreement as Appendix I.
 - d. Unless otherwise dictated by written policy, written conference by-law, or written NSAA by-law, partner schools should attempt to give deference to the lower amounts proposed for setting admissions prices.
 - i. Unwritten customs or prior, goodwill agreements within conferences or other regional affiliations shall not be given deference when setting admissions prices.

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- C. Costs that shall be included in the equitable share calculations of profit/loss will include:
 - a. Cost of officials
 - b. Cost of judges and secondary officials (linesmen, scorebook, etc.)
 - c. Cost for scoreboard operators, shot clock operators, etc.
 - d. Cost for gate workers and ticket takers
 - e. Cost for hospitality of officials and/or workers
 - f. Hospitality rooms
 - g. Cost for any special entertainment or publicity events that are mutually agreed to by the superintendents of all partner schools
 - h. Other such necessary costs as mutually agreed to the by the superintendents of all partner schools.
 - i. Costs that shall be excluded from equitable share calculations would include but are not limited to: conference and or NSAA membership costs, printing (programs, etc.) equipment purchase/repair, infrastructure purchase/repair, snow removal, cost of personnel (e.g. administrators, assigned supervision, assigned custodial/maintenance, etc.).

- D. Gate proceeds and worker costs will be collected and expended through the normal business and accounting procedures of each partner school when an event is hosted at the site of a partner school.

- E. Gate proceeds and worker costs will be documented and calculated per event for later reconciliation (Appendix B-1). It shall be the responsibility of the AD's to complete this work.

- F. Gate proceeds and worker costs that are calculated on a per-event basis will then be organized and compiled on a sports-season basis by each partner school (Appendix B-2). It shall be the responsibility of the AD's to complete this work.

- G. Gate proceeds and worker costs that are compiled on a sports-season basis will then be organized and compiled on a calendar-season basis (Appendix B-3) for each partner school (Summer, Fall, Winter, Spring).
 - a. The superintendents of the partner schools will mutually agree upon the corresponding calendar-season calculations no later than 30 days after the last competition of the respective calendar-season (i.e. Summer, Fall, Winter, Spring).

- H. Gate proceeds and worker costs that are compiled on a calendar-season basis will then be organized and compiled on a full-year basis for each partner school (Appendix B-4).
 - a. The superintendents of the partner schools will mutually agree upon the corresponding full-year calculations no later than 30 days after the last competition of the Spring calendar-season.

- I. After the full-year basis is compiled and calculated for each partner school, the equitable share of the net profit/loss for all partner schools will be calculated (Appendix B-5).
 - a. The superintendents of the partner schools will mutually agree upon the full-year equitable share calculations no later than 30 days after the last competition of the Spring calendar-season.

- J. Partner schools will reimburse each other the overage/underage of the equitable share so that the net profit/loss is equal among the partner schools at the end of the full year.

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- K. Exclusions from equitable share calculations.
 - a. Proceeds, revenue, profit/loss attributed to the concessions operations of a partner school shall be excluded from any equitable share expectations and/or calculations except for such instances that are mutually agreed to by the superintendents of all partner schools.
 - b. Proceeds, revenue, profit/loss attributed to local fundraising efforts of a partner school shall be excluded from any equitable share expectations and/or calculations except for such instances that are mutually agreed to by the superintendents of all partner schools.

13. Transportation & Necessary Transportation Costs

- A. Each school is responsible for the necessary transportation of their student-athletes to the appropriate site with regards to practices, home games, departure site for away games, etc.
- B. Transportation to Away games is scheduled by the AD of the head school in consultation with the AD's of the partner schools.
- C. The cost of transportation to away contests will be shared equally among the partner schools.
 - a. Cost of transportation will be defined as the sum of
 - i. Driver Costs: the payroll cost associated with the driver(s)
 - ii. Fuel Costs: calculated at \$0.44 per mile round trip; beginning and ending at the school site that is providing the transportation to the away site.
 - b. For the purposes of calculating the costs of transportation, mileage calculations will be made on a round-trip basis beginning/ending at the site of the school that is providing transportation to the location of the away contest.
 - c. Each partner school will determine the compensation for the drivers that it employs and assigns at its own discretion.
- D. Transportation costs will be expended through the business procedures of each partner school according to the normal business procedures of each partner school.
- E. Defined transportation costs will be documented and calculated per event for later reconciliation (Appendix C-1). It shall be the responsibility of the AD's to complete this work.
- F. Defined transportation costs that are calculated on a per-event basis will then be organized and compiled on a per sports-season basis by each partner school (Appendix C-2). It shall be the responsibility of the AD's to complete this work.
- G. Defined transportation costs that are compiled on a sports-season basis will then be organized and compiled (Appendix C-3) on a calendar-season basis for each partner school (Summer, Fall, Winter, Spring).
 - a. The superintendents of the partner schools will mutually agree upon the corresponding calendar-season calculations no later than 30 days after the last competition of the respective calendar-season (i.e. Summer, Fall, Winter, Spring).
- H. Defined transportation costs that are compiled on a calendar-season basis will then be organized and compiled on a full-year basis for each partner school (Appendix C-4).
 - a. The superintendents of the partner schools will mutually agree upon the corresponding full-year calculations no later than 30 days after the last competition of the Spring calendar-season.

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- I. After the full-year basis is compiled and calculated for each partner school, the equitable share of the defined transportation costs for all partner schools will be calculated (Appendix C-5).
 - a. The superintendents of the partner schools will mutually agree upon the full-year equitable share calculations no later than 30 days after the last competition of the Spring calendar-season.
- J. Partner schools will reimburse each other the overage/underage of the equitable share so that the net profit/loss is equal among the partner schools at the end of the full year.
- K. Exclusions from equitable share calculations.
 - a. The purchase and/or adornment of busses and/or vehicles, unless otherwise mutually agreed to by the boards of education of all partner schools.
 - b. The repair and/or maintenance of busses and/or vehicles.
 - c. The cost of fueling busses and/or vehicles beyond the above stated fuel cost calculation.
 - d. Insurance premiums and/or deductibles.
 - e. Towing costs and/or temporary storage costs.

14. Uniforms, Uniform Equipment, & Necessary Uniforms Costs

- A. The cost of all official and required uniform purchases will be shared equally among the partner schools.
- B. Official uniforms and uniform equipment will be defined for each sport in its specific appendix.
- C. The head school will act as the ordering and paying agent for the purchase of all uniforms.
- D. Uniforms costs will be compiled on a sports-season basis will then be organized and compiled (Appendix E-3) on a calendar-season basis for each partner school (Summer, Fall, Winter, Spring).
 - a. The superintendents of the partner schools will mutually agree upon the corresponding calendar-season calculations no later than 30 days after the last competition of the respective calendar-season (i.e. Summer, Fall, Winter, Spring).
- E. Uniforms costs that are compiled on a calendar-season basis will then be organized and compiled on a full-year basis for each partner school (Appendix E-4).
 - a. The superintendents of the partner schools will mutually agree upon the corresponding full-year calculations no later than 30 days after the last competition of the Spring calendar-season.
- F. After the full-year basis is compiled and calculated for each partner school, the equitable share of the uniforms costs for all partner schools will be calculated (Appendix E-5).
 - a. The superintendents of the partner schools will mutually agree upon the full-year equitable share calculations no later than 30 days after the last competition of the Spring calendar-season.
- G. Partner schools will reimburse each other the overage/underage of the equitable share so that the net profit/loss is equal among the partner schools at the end of the full year.

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- H. A replacement / depreciation cycle will be developed by the ADs of all partner schools and recommended to the superintendents of all partner schools.
 - a. Upon unanimous agreement of a replacement schedule, the superintendents will oversee the replacement of uniforms according to the schedule.
 - b. The superintendents may deviate from the agreed upon schedule, when necessary, through unanimous agreement.
 - c. The agreed upon procedure for selecting and purchasing uniforms shall be followed.
- I. Upon the dissolution of the co-op or the replacement and/or obsolescence of team uniforms, their disposal will happen in the following manner.
 - a. Each school will receive an equal share of uniforms.
 - b. The specific uniforms distributed to each school will be determined by a random, lottery-style drawing conducted by the AD's.
 - c. The splitting and distribution of the uniforms will be shared responsibility of the AD of the head school in consultation with the AD's of the partner schools.

15. Miscellaneous Expenses & Necessary Costs

- A. The cost for miscellaneous expenses that are unanimously agreed to by the superintendents of all partner schools will be shared equally among the partner schools.
- B. Miscellaneous expenses include those expenses that are difficult to itemize and/or identify ahead of time. Miscellaneous expenses may include:
 - a. Admissions for cheerleaders or band members to a tournament event.
 - b. Per diem and/or meal money provided to participants for state tournament competition.
 - c. Travel and lodgings for teams at a state competition.
 - d. Necessary entry fees for meets, tournaments, or competitions.
- C. Miscellaneous expense costs will be documented and calculated per event for later reconciliation (Appendix G-1). It shall be the responsibility of the AD's to complete this work.
- D. Miscellaneous expense costs that are calculated on a per-event basis will then be organized and compiled on a per sports-season basis by each partner school (Appendix G-2). It shall be the responsibility of the AD's to complete this work.
- E. Miscellaneous expense costs that are compiled on a sports-season basis will then be organized and compiled (Appendix G-3) on a calendar-season basis for each partner school (Summer, Fall, Winter, Spring).
 - a. The superintendents of the partner schools will mutually agree upon the corresponding calendar-season calculations no later than 30 days after the last competition of the respective calendar-season (i.e. Summer, Fall, Winter, Spring).
- F. Miscellaneous expense costs that are compiled on a calendar-season basis will then be organized and compiled on a full-year basis for each partner school (Appendix G-4).
 - a. The superintendents of the partner schools will mutually agree upon the corresponding full-year calculations no later than 30 days after the last competition of the Spring calendar-season.

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- G. After the full-year basis is compiled and calculated for each partner school, the equitable share of the Miscellaneous expense costs for all partner schools will be calculated (Appendix G-5).
 - a. The superintendents of the partner schools will mutually agree upon the full-year equitable share calculations no later than 30 days after the last competition of the Spring calendar-season.
- H. Partner schools will reimburse each other the overage/underage of the equitable share so that the net profit/loss is equal among the partner schools at the end of the full year.

16. Full-Year Reimbursement Of Necessary Costs

- A. Reimbursement between schools will be calculated as one net reimbursement. (Appendix H)
- B. The equitable shares, and their corresponding overages/underages, as calculated on a full-year basis will be netted against each other for the purpose of determining the full-year reimbursement amounts owed by partner schools to partner schools. Such net reimbursement calculation shall include:
 - a. gate/worker profit/loss as calculated on a full-year basis (B-5)
 - b. defined transportation costs as calculated on a full-year basis (C-5)
 - c. shared-coaches costs as calculated on a full-year basis (D-5)
 - d. uniforms costs as calculated on a full-year basis (E-5)
 - e. awards costs as calculated on a full-year basis (F-5)
 - f. miscellaneous expense costs as calculated a full-year basis (G-5)
- C. The superintendents of the partner schools will mutually agree upon the corresponding reimbursement calculations no later than 30 days after the last competition of the Spring calendar-season.
- D. Net reimbursements, on a full-year basis, will be paid on or before August 31st of each year.

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17. Student, Spectator, & Safety Supervision

- A. It is the general expectation that each partner school will provide adequate and qualified personnel for the purpose of providing student, spectator, and safety supervision at all home and away contests at the high school level where large crowds are anticipated or where a large number of students may require supervision, or in such instances where it is otherwise determined that such supervision is reasonably and predictably necessary.
 - a. It will be the responsibility of either a secondary principal or an AD of a partner school to inform a secondary principal or AD of all other partner schools in instances that the partner school is unable to provide such personnel for necessary supervision.
 - b. It will be the responsibility of either the secondary principals or the ADs of all partner schools to regularly communicate amongst each other about the needs for supervision.
 - c. It will be the responsibility of either the secondary principals or the ADs of all partner schools to regularly communicate amongst each other about common expectations for establishing and enforcing student and/or crowd behavioral expectations.
 - d. It will be the responsibility of either the secondary principals or the ADs of all partner schools to regularly communicate amongst each other regarding safety and emergency protocols and procedures.
 - e. At a minimum, such supervision will be provided at all high school football, volleyball, and basketball contests.
 - f. Recognizing that a significant difference exists between the supervisory demands of junior high school events in comparison to high school events, broad discretion will be afforded to the administration of all partner schools to determine and to meet said supervisory demands.

- B. Personnel costs, transportation costs, and safety-related costs associated with providing adequate and qualified supervision, player safety, and crowd safety will not be shared costs among the partner schools.

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18. Records & Archives

- A. All-time performance records will be kept for all cooperatively sponsored programs on both a team and individual basis.
 - a. The ADs of all partner schools and the head, high school coach will determine through mutual agreement what specific team and individual records will be kept.
 - i. All said determinations and/or subsequent changes to said determinations will be made and presented to the superintendents of all partner schools prior to December 1st of each year.
 - ii. The superintendents of the partner schools will approve, through mutual agreement, all such determinations by January 1st of each year.
 - b. It will be left to the discretion of each partner school with regards to the means and media utilized to display said records within their school.
 - i. The manner to which individual schools display said records will not be counted as a shared cost / expense.

- B. It will be the responsibility of an AD from a partner school, but not the AD of the head school, to maintain an accurate archive of all-time performance records of the cooperative programs.
 - a. The AD delegated this responsibility will be mutually agreed upon by the ADs of the partner schools.
 - b. The AD to which this responsibility is delegated will be required to inform all other ADs when a new record is established or when an established record is equaled.
 - c. The AD to which this responsibility is delegated will be required to provide all other ADs an updated, comprehensive list of performance records no later than May 31st of each year.

- C. It will be left to the discretion of all partner schools as to whether all-time performance records established through participation the cooperative sponsorship are eligible for records in their school / district.

- D. An archive of conventional, yearly records will be kept and maintained for each high school and junior high school team / program subject to this agreement.
 - a. The ADs of all partner schools will determine through mutual agreement what yearly records will be kept.
 - i. All said determinations and/or subsequent changes to said determinations will be made and presented to the superintendents of all partner schools prior to December 1st of each year.
 - ii. The superintendents of the partner schools will approve, through mutual agreement, all such determinations by January 1st of each year.

- E. It will be the responsibility of an AD from a partner school, but not the AD of the head school, to maintain an accurate archive of said records.
 - a. The AD delegated this responsibility will be mutually agreed upon by the ADs of the partner schools.
 - b. The AD to which this responsibility is delegated will be required to provide all other ADs with updated, comprehensive records no later than May 31st of each year.

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19. Resolving Conflicts, Issues, & Concerns

- A. A chain of command is established for operations that lie within the scope of this cooperative sponsorship agreement. An illustration of the chain of command is included as Appendix A.
- B. All conflicts, issues, or concerns will be resolved at the lowest possible level as per the chain of command.
- C. Full Joint-Co-op Committee: the purpose of this committee is to collaboratively work in good-faith towards resolving issues of major importance that 1) are reasonably believed have a significant, material, and negative impact on the operations and outcomes of the cooperative sponsorship; and 2) cannot be effectively resolved within the standard chain of command.
 - a. The committee has no voting or authoritative power. The committee is responsible for receiving specific issues from the boards of education of partner schools, then defining those issues, and then working toward a consensus on how to resolve said issues in a positive and constructive manner.
 - b. This committee shall consist of no less than 3 members of the board of education from each partner school and the superintendents of each partner school.
 - c. The committee should also include the AD's and the high school principals of each member district.
 - d. The committee can only be called to meet by a formal request from the board of education of one of the partner schools. Such request must be passed with a majority vote by the requesting board of education as an item of action on its agenda. The request to meet must specifically state the issue it wishes to seek resolution on.
 - e. The superintendent of the requesting board will be responsible for scheduling the meeting of the Full Joint-Co-op Committee. Said scheduling will be done in consultation with the superintendents of all other partner schools. Said scheduling should be attempted in good faith and with as much consideration as possible.
 - f. The requested meeting of the Full Joint-Co-op Committee should occur within one month of the notice of such request is provided by the superintendent of the requesting board to the superintendents of the partner schools.
- D. If at any time the ratio of bona fide player participants between the partner schools is equal to or greater than 4:1 in any of the individual programs listed in *Section 3 – Sponsored Programs & Terms*, then the governing board of either partner school shall have cause to call a meeting of the Full Joint-Co-op Committee.
 - a. Neither governing board shall be required to exercise said cause.
 - b. In such instances, the purpose for calling and conducting a meeting of the Committee shall be limited to exploring and or reconciling any possible imbalances that may result, or may have already resulted, from what may be a comparative disparity in athlete participation among the partner schools.
 - c. The provision of cause in this section shall at no time allow for the violation of any terms of this agreement that are properly established at the time that the request to call is passed by a majority vote as an item of action at a duly constituted meeting of the requesting board of education.

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Signature Page

We hereby attest that the entirety of this agreement has been duly and properly ratified in its entirety by the Boards of Education of the Hampton Public Schools and Heartland Community Schools districts, and is hereby in effect.

Board President, Hampton Public Schools

Board President, Heartland Community Schools

Date

Date

Superintendent, Hampton Public Schools

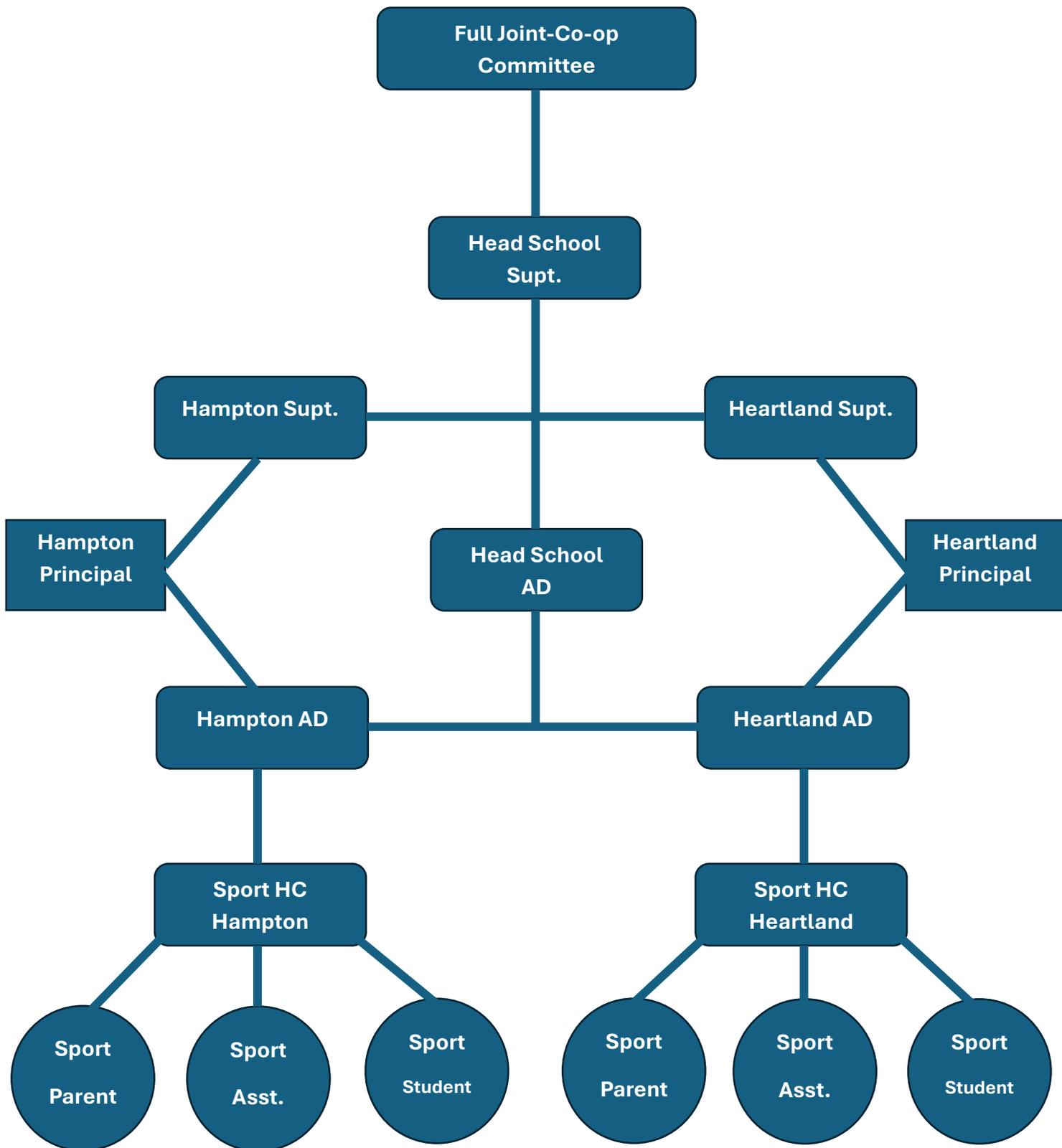
Superintendent, Heartland Community Schools

Date

Date

Appendix A: Chain Of Command

Hampton Public Schools & Heartland Community Schools Cooperative Sponsorship



Generation 1 (February 2025)

Appendix B-1: Single-Event Single-School Event Gate/Workers Calculation

School Hosting: _____

Season: _____ Season Event #: _____

Date: _____

Team(s): _____ Purpose: _____

WORKERS & OFFICIALS

	Officials	Judges (not officials)	Score Table	Gate/Event
<i>W-2 Event Workers Pay</i>	\$88.00	\$44.00	\$5.00	\$7.00
FICA (.0765)	\$6.73	\$3.37	\$0.38	\$0.54
NPERS (.098778)	\$8.69	\$4.35	\$0.49	\$0.69
W-2 Event Worker Costs	\$103.42	\$51.71	\$5.88	\$8.23

	Officials	Judges (not officials)	Score Table	Gate/Event
<i>W-9 Event Workers Pay</i>	\$5.00	\$55.00	\$7.00	\$11.00
W-9 Event Worker Costs	\$5.00	\$55.00	\$7.00	\$11.00

	Officials	Judges (not officials)	Score Table	Gate/Event	
Total Worker Costs	\$108.42	\$106.71	\$12.88	\$19.23	\$247.24

OTHER COSTS

	Reimburse Concessions	Hospitality	Entertainment	Other	
Other Costs	\$4.00	\$5.00	\$6.00	\$7.00	\$22.00

Total Worker Costs	Total Other Costs	Total Event Costs	
\$247.24	\$22.00	\$269.24	\$269.24

Gate Proceeds	Other Revenue	Total Event Revenue
\$458.00	\$17.50	\$475.50

Total Event Profit/Loss
\$206.26

Completed by: _____

Appendix B-2: Sports-Season Single-School Gate/Workers Calculation

Hosting School:

Sports Season:

Event #	Total Costs	Total Revenue	Total Profit / Loss
1	\$5.00	\$8.00	\$3.00
2	\$4.00	\$7.00	\$3.00
3	\$5.00	\$9.00	\$4.00
4	\$4.00	\$8.00	\$4.00
5	\$6.00	\$7.00	\$1.00
6	\$5.00	\$4.00	-\$1.00
7	\$8.00	\$5.00	-\$3.00
8	\$7.00	\$8.00	\$1.00
9	\$9.00	\$7.00	-\$2.00
10	\$5.00	\$5.00	\$0.00
11	\$4.00	\$6.00	\$2.00
12	\$2.00	\$9.00	\$7.00
13	\$6.00	\$8.00	\$2.00
14	\$9.00	\$7.00	-\$2.00
15	\$7.00	\$9.00	\$2.00
16	\$4.00	\$8.00	\$4.00
17	\$5.00	\$7.00	\$2.00
18	\$5.00	\$4.00	-\$1.00
19	\$8.00	\$5.00	-\$3.00
20	\$7.00	\$8.00	\$1.00
21	\$9.00	\$7.00	-\$2.00
22	\$5.00	\$5.00	\$0.00
23	\$4.00	\$6.00	\$2.00
24	\$2.00	\$9.00	\$7.00
25	\$6.00	\$8.00	\$2.00
26	\$9.00	\$7.00	-\$2.00
27	\$5.00	\$9.00	\$4.00
28	\$8.00	\$8.00	\$0.00
29	\$7.00	\$7.00	\$0.00
30	\$9.00	\$4.00	-\$5.00
31	\$5.00	\$5.00	\$0.00
32	\$4.00	\$8.00	\$4.00
33	\$2.00	\$7.00	\$5.00
34	\$6.00	\$5.00	-\$1.00
35	\$9.00	\$6.00	-\$3.00
36	\$9.00	\$9.00	\$0.00
37	\$9.00	\$5.00	-\$4.00
38	\$9.00	\$4.00	-\$5.00
39	\$9.00	\$2.00	-\$7.00
40	\$4.00	\$4.00	\$0.00

Total Costs:	\$245.00
Total Revenue	\$264.00
Total School-Season Profit/Loss:	\$19.00

\$19.00

Completed by:

Appendix B-3: Calendar-Season Single-School Gate/Workers Calculation

Hosting School: _____

Calendar-Season (Summer, Fall, Winter, Spring): _____

Sport	Total Costs	Total Revenue	Total Profit / Loss
	\$44.00	\$88.00	\$44.00
	\$55.00	\$77.00	\$22.00
	\$66.00	\$55.00	-\$11.00
	\$88.00	\$44.00	-\$44.00
	\$77.00	\$6.00	-\$71.00
	\$99.00	\$77.00	-\$22.00
	\$14.00	\$8.00	-\$6.00
	\$2.00	\$6.00	\$4.00
	\$5.00	\$7.00	\$2.00
	\$6.00	\$7.00	\$1.00

Total Costs:	\$456.00
Total Revenue	\$375.00
Total School-Season Profit/Loss:	-\$81.00

Completed by: _____

Appendix B-4: Full-Year Single-School Total Gate/Workers Calculation

Hosting School:

School Year:

SEASON	Total Costs	Total Revenue	TOTAL CALENDAR-SEASON PROFIT / LOSS
Summer	\$99.00	\$8.00	-\$91.00
Fall	\$88.00	\$5.00	-\$83.00
Winter	\$77.00	\$2.00	-\$75.00
Spring	\$66.00	\$7.00	-\$59.00

Full-Year Costs	Full-Year Revenue	Full-Year School Profit / Loss
\$330.00	\$22.00	-\$308.00

Completed by:

Appendix B-5: Full-Year Gate/Workers Equitable Share Calculation

School Year:

Incident #	Hampton Total Profit / Loss	Heartland Total Year Profit / Loss	Combined Total Year Profit / Loss
SUMMER	-\$25.00	-\$100.00	-\$125.00
FALL	-\$36.00	-\$500.00	-\$536.00
WINTER	-\$98.00	-\$800.00	-\$898.00
SPRING	-\$75.00	-\$741.00	-\$816.00

Total Hampton Profit / Loss:	-\$234.00
Total Heartland Profit Loss:	-\$2,141.00

Total Combined Profit / Loss:	-\$2,375.00
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Equitable Share Amount:	-\$1,187.50
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Hampton Overage/Underage:	\$953.50
Heartland Overage/Underage:	-\$953.50

Completed by:

GATE / WORKERS

Appendix C-1: Single-Event Single-School Transportation Cost Calculation

School Providing Transport: _____

Sport Season: _____ Season Transport Incident #: _____

Date: _____

Vehicle(s): _____

Destination: _____

Team(s): _____ Purpose: _____

	Driver	Driver	Driver	Driver	
Name					
Gross Driver(s) Pay	\$5.00	\$6.00	\$9.00	\$11.00	
FICA (.0765)	\$0.38	\$0.46	\$0.69	\$0.84	
NPERS (.098778)	\$0.49	\$0.59	\$0.89	\$1.09	
Driver(s) Payroll Cost	\$5.88	\$7.05	\$10.58	\$12.93	Total Driver(s) Payroll Cost
					\$36.43
Round Trip Mileage	8.0	9.0	4.0	3.0	
Fuel Rate	\$0.44	\$0.44	\$0.44	\$0.44	Total Fuel Cost
Fuel Cost	\$3.52	\$3.96	\$1.76	\$1.32	\$10.56

Single-School Transport Cost: \$46.99

Completed By: _____

Appendix C-2: Sports-Season Single-School Total Cost Calculation

Transporting School: _____

Sports Season: _____

Incident #	Total Incident Driver Cost	Total Incident Fuel Cost	Total Incident Cost
1	\$6.00	\$2.00	\$8.00
2	\$6.00	\$2.00	\$8.00
3	\$6.00	\$2.00	\$8.00
4	\$6.00	\$2.00	\$8.00
5	\$6.00	\$2.00	\$8.00
6	\$6.00	\$2.00	\$8.00
7	\$6.00	\$2.00	\$8.00
8	\$6.00	\$2.00	\$8.00
9	\$6.00	\$2.00	\$8.00
10	\$6.00	\$2.00	\$8.00
11	\$6.00	\$2.00	\$8.00
12	\$6.00	\$2.00	\$8.00
13	\$6.00	\$2.00	\$8.00
14	\$6.00	\$2.00	\$8.00
15	\$6.00	\$2.00	\$8.00
16	\$6.00	\$2.00	\$8.00
17	\$6.00	\$2.00	\$8.00
18	\$6.00	\$2.00	\$8.00
19	\$6.00	\$2.00	\$8.00
20	\$6.00	\$2.00	\$8.00
21	\$6.00	\$2.00	\$8.00
22	\$6.00	\$2.00	\$8.00
23	\$6.00	\$2.00	\$8.00
24	\$6.00	\$2.00	\$8.00
25	\$6.00	\$2.00	\$8.00
26	\$6.00	\$2.00	\$8.00
27	\$6.00	\$2.00	\$8.00
28	\$6.00	\$2.00	\$8.00
29	\$6.00	\$2.00	\$8.00
30	\$6.00	\$2.00	\$8.00
31	\$6.00	\$2.00	\$8.00
32	\$6.00	\$2.00	\$8.00
33	\$6.00	\$2.00	\$8.00
34	\$6.00	\$2.00	\$8.00
35	\$6.00	\$2.00	\$8.00
36	\$6.00	\$2.00	\$8.00
37	\$6.00	\$2.00	\$8.00
38	\$6.00	\$2.00	\$8.00
39	\$6.00	\$2.00	\$8.00
40	\$6.00	\$2.00	\$8.00

Total Driver Cost:	\$240.00
Total Fuel Cost	\$80.00
Total Sports-Season Single-School Cost:	\$320.00

Completed By: _____

Appendix C-3: Calendar-Season Single-School Total Transport Cost Calculation

Transporting School: _____

Calendar Season (Summer, Fall, Winter, Spring): _____

Sport	Total Driver Cost	Total Fuel Cost	Total Sport Transport Cost
	\$200.00	\$5.00	\$205.00
	\$100.00	\$6.00	\$106.00
	\$50.00	\$9.00	\$59.00
	\$25.00	\$8.00	\$33.00
	\$40.00	\$7.00	\$47.00
	\$74.00	\$4.00	\$78.00
	\$88.00	\$5.00	\$93.00
	\$100.00	\$3.00	\$103.00
	\$99.00	\$2.00	\$101.00

Total Driver Cost:	\$776.00
Total Fuel Cost	\$49.00
Total Calendar-Season Single-School Transport Cost:	\$825.00

Completed By: _____

Appendix C-4: Full-Year Single-School Total Cost Calculation

Transporting School:

Year:

CALENDAR SEASON	DRIVER COST	FUEL COST	TOTAL SEASON COST
Summer	\$6.00	\$9.00	\$15.00
Fall	\$5.00	\$8.00	\$13.00
Winter	\$3.00	\$7.00	\$10.00
Spring	\$2.00	\$6.00	\$8.00

Full-Year Driver	Full-Year Fuel	Full-Year Single-School Cost
\$16.00	\$30.00	\$46.00

<i>Completed By:</i>

Appendix C-5: Full-Year Transport Equitable Share Calculation

School Year:

Calendar Season	Hampton Total Year Cost	Heartland Total Year Cost	Combined Total Year Cost
SUMMER	\$300.00	\$600.00	\$900.00
FALL	\$300.00	\$200.00	\$500.00
WINTER	\$300.00	\$400.00	\$700.00
SPRING	\$300.00	\$12.00	\$312.00

Total Hampton Cost:	\$1,200.00
Total Heartland Cost:	\$1,212.00

Total Combined Cost:	\$2,412.00
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Equitable Share Amount:	\$1,206.00
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Hampton Overage/Underage:	-\$6.00
Heartland Overage/Underage:	\$6.00

Completed By:

TRANSPORTATION

Appendix D-2: Single-Sport Single-School Shared-Coaching Cost Calculation

Paying Agent School:

Sport Season:

	Head Coach	At-Large Asst.	At-Large Asst.	
<i>Name</i>				
Extra Duty Schedule Pay	\$5,000.00	\$3,200.00	\$4.00	
FICA (.0765)	\$382.50	\$244.80	\$0.31	
NPERS (.098778)	\$493.89	\$316.09	\$0.40	
Coaching Payroll Cost	\$5,876.39	\$3,760.89	\$4.70	Coach Payroll Costs
				\$9,641.98
Certificate Costs	\$75.00	\$75.00	\$4.00	
Training 1	\$100.00			
Training 2				
Training 3			\$3.00	
Training 4				
Training 5		\$1.00		
Total Cert & Training Costs	\$175.00	\$76.00	\$7.00	Total Cert. & Training Cost
				\$258.00
				Total Shared-Coach Costs:
				\$9,899.98

Completed by:

Appendix D-3: Calendar-Season Single-School Shared-Coaching Cost Calculation

Paying Agent School:

Calendar Season (Summer, Fall, Winter, Spring):

SPORT	Coach Payroll Costs	Cert. & Training Costs	Total Shared-Coaches Costs
	\$455.00	\$690.00	\$1,145.00
	\$600.00	\$600.00	\$1,200.00

Total Shared-Coach Payroll Cost:	\$4,055.00
Total Shared-Coach Cert & Training Cost	\$4,290.00
Total Calendar-Season Cost:	\$8,345.00

Completed by:

Appendix D-4: Full-Year Single-School Total Shared-Coaching Cost Calculation

Paying Agent School: _____

School Year: _____

SEASON	Coach Payroll Costs	Cert. & Training Costs	TOTAL CALENDAR-SEASON COST
Summer	\$555.00	\$800.00	\$1,355.00
Fall	\$2,500.00	\$900.00	\$3,400.00
Winter	\$2,500.00	\$900.00	\$3,400.00
Spring	\$2,000.00	\$500.00	\$2,500.00

Coach Payroll Costs	Cert. & Training Costs	Full-Year School Shared-Coaching Cost
\$7,555.00	\$3,100.00	\$10,655.00

Completed by: _____

Appendix D-5: Full-Year Shared-Coaching Equitable Share Calculation

School Year:

Incident #	Hampton Total Year Shared-Coaching Cost	Heartland Total Year Shared-Coaching Cost	Combined Total Year Cost
SUMMER	\$200.00	\$2,500.00	\$2,700.00
FALL	\$500.00	\$3,200.00	\$3,700.00
WINTER	\$600.00	\$1,400.00	\$2,000.00
SPRING	\$400.00	\$200.00	\$600.00

Total Hampton Cost:	\$1,700.00
Total Heartland Cost:	\$7,300.00

Total Combined Cost:	\$9,000.00
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\$9,000.00

Equitable Share Amount:	\$4,500.00
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Hampton Overage/Underage:	-\$2,800.00
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Heartland Overage/Underage:	\$2,800.00
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Completed by:

SHARED COACHING COSTS

Appendix E-2: Sports-Season Single-School Uniforms Cost Calculation

Paying Agent School:

Sport Season

Vendor	Description	Total Invoice	Total Shared-Coaches Costs
		\$690.00	\$690.00
		\$600.00	\$600.00

Total Calendar-Season Cost:	\$4,290.00
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Completed by:

Appendix E-3: Calendar-Season Single-School Uniforms Cost Calculation

Paying Agent School:

Calendar Season (Summer, Fall, Winter, Spring):

SPORT	Description	Sport Season Total	Sport Season Total
		\$690.00	\$690.00
		\$600.00	\$600.00

Total Calendar-Season Cost:	\$3,690.00
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Completed by:

Appendix E-4: Full-Year Single-School Uniforms Cost Calculation

Paying Agent School:

School Year:

SEASON	Description	Calendar-Season Total	TOTAL CALENDAR-SEASON COST
Summer		\$800.00	\$800.00
Fall		\$900.00	\$900.00
Winter		\$900.00	\$900.00
Spring		\$500.00	\$500.00

Full-Year Single-School Shared-Coaching Cost
\$3,100.00

Completed by:

Appendix E-5: Full-Year Uniforms Equitable Share Calculation

School Year:

Incident #	Hampton Total Year Uniforms Cost	Heartland Total Year Uniforms Cost	Combined Total Year Cost
SUMMER	\$900.00	\$450.00	\$1,350.00
FALL	\$3,000.00	\$6,500.00	\$9,500.00
WINTER	\$0.00	\$7,500.00	\$7,500.00
SPRING	\$5,200.00	\$0.00	\$5,200.00

Total Hampton Cost:	\$9,100.00
Total Heartland Cost:	\$14,450.00

Total Combined Cost:	\$23,550.00
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\$23,550.00

Equitable Share Amount:	\$11,775.00
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Hampton Overage/Underage:	-\$2,675.00
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Heartland Overage/Underage:	\$2,675.00
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Completed by:

UNIFORMS COSTS

Appendix F-4: Full-Year Single-School Awards Cost Calculation

Paying Agent School:

School Year:

SPORT	Description	Sport Season Total	Sport Season Total
		\$690.00	\$690.00
		\$320.00	\$320.00
		\$540.00	\$540.00
		\$222.00	\$222.00
		\$874.00	\$874.00
		\$142.00	\$142.00
		\$600.00	\$600.00
Total Calendar-Season Cost:			\$5,788.00

Completed by:

Appendix F-5: Full-Year Awards Equitable Share Calculation

School Year:

Incident #	Hampton Total Year Uniforms Cost	Heartland Total Year Uniforms Cost	Combined Total Year Cost
SUMMER	\$0.00	\$450.00	\$450.00
FALL	\$300.00	\$0.00	\$300.00
WINTER	\$222.00	\$0.00	\$222.00
SPRING	\$0.00	\$400.00	\$400.00

Total Hampton Cost:	\$522.00
Total Heartland Cost:	\$850.00

Total Combined Cost:	\$1,372.00
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\$1,372.00

Equitable Share Amount:	\$686.00
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Hampton Overage/Underage:	-\$164.00
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Heartland Overage/Underage:	\$164.00
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Completed by:	
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AWARDS COSTS

Appendix G-1: Single-Event Single-School Event MISC Cost Calculation

Paying Agent School: _____

Season: _____ Season Event #: _____

Date: _____

Team(s): _____ Purpose: _____

WORKERS & OFFICIALS

	Officials	Judges (not officials)	Misc 1	Misc 2
W-2 Event Workers Pay	\$0.00	\$0.00	\$0.00	\$0.00
FICA (.0765)	\$0.00	\$0.00	\$0.00	\$0.00
NPERS (.073528)	\$0.00	\$0.00	\$0.00	\$0.00
W-2 Event Worker Costs	\$0.00	\$0.00	\$0.00	\$0.00

	Officials	Judges (not officials)	Misc 1	Misc 2
W-9 Event Workers Pay	\$0.00	\$0.00	\$0.00	\$0.00
W-9 Event Worker Costs	\$0.00	\$0.00	\$0.00	\$0.00

	Officials	Judges (not officials)	Misc 1	Misc 2	
Total Worker Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

OTHER COSTS

	Lodging	Cheer & Band Admission	Meal \$	Other 4	
Other Costs	\$950.00	\$480.00	\$125.00	\$0.00	\$1,555.00

Total Worker Costs	Total Other Costs	Total Event Costs	
\$0.00	\$1,555.00	\$1,555.00	\$1,555.00

Revenue 1	Revenue 2	Total Event Revenue
\$0.00	\$0.00	\$0.00

Total Event Net-Expense
-\$1,555.00

Completed by: _____

Appendix G-2: Sports-Season Single-School MISC Cost Calculation

Paying Agent School:

Sports Season:

Event #	Total Costs	Total Revenue	Total Profit / Loss
1	\$550.00	\$200.00	-\$350.00
2	\$650.00	\$0.00	-\$650.00
3	\$0.00	\$0.00	\$0.00
4	\$0.00	\$0.00	\$0.00
5	\$0.00	\$0.00	\$0.00
6	\$0.00	\$0.00	\$0.00
7	\$0.00	\$0.00	\$0.00
8	\$0.00	\$0.00	\$0.00
9	\$0.00	\$0.00	\$0.00
10	\$0.00	\$0.00	\$0.00
11	\$0.00	\$0.00	\$0.00
12	\$0.00	\$0.00	\$0.00
13	\$0.00	\$0.00	\$0.00
14	\$0.00	\$0.00	\$0.00
15	\$0.00	\$0.00	\$0.00
16	\$0.00	\$0.00	\$0.00
17	\$0.00	\$0.00	\$0.00
18	\$0.00	\$0.00	\$0.00
19	\$0.00	\$0.00	\$0.00
20	\$0.00	\$0.00	\$0.00
21	\$0.00	\$0.00	\$0.00
22	\$0.00	\$0.00	\$0.00
23	\$0.00	\$0.00	\$0.00
24	\$0.00	\$0.00	\$0.00
25	\$0.00	\$0.00	\$0.00
26	\$0.00	\$0.00	\$0.00
27	\$0.00	\$0.00	\$0.00
28	\$0.00	\$0.00	\$0.00
29	\$0.00	\$0.00	\$0.00
30	\$0.00	\$0.00	\$0.00
31	\$0.00	\$0.00	\$0.00
32	\$0.00	\$0.00	\$0.00
33	\$0.00	\$0.00	\$0.00
34	\$0.00	\$0.00	\$0.00
35	\$0.00	\$0.00	\$0.00
36	\$0.00	\$0.00	\$0.00
37	\$0.00	\$0.00	\$0.00
38	\$0.00	\$0.00	\$0.00
39	\$0.00	\$0.00	\$0.00
40	\$0.00	\$0.00	\$0.00

Total Costs:	\$1,200.00
Total Revenue	\$200.00
Total School-Season MISC Expense:	-\$1,000.00

-\$1,000.00

Completed by:

Appendix G-3: Calendar-Season Single-School MISC Cost Calculation

Paying Agent School: _____

Calendar-Season (Summer, Fall, Winter, Spring): _____

Sport	Total Costs	Total Revenue	Total Profit / Loss
	\$550.00	\$0.00	-\$550.00
	\$650.00	\$200.00	-\$450.00
	\$0.00	\$0.00	\$0.00

Total Costs:	\$1,200.00
Total Revenue	\$200.00
Total School-Season MISC Expense:	-\$1,000.00

Completed by: _____

Appendix G-4: Full-Year Single-School Total MISC Calculation

Paying Agent School:

School Year:

SEASON	Total Costs	Total Revenue	TOTAL CALENDAR-SEASON PROFIT / LOSS
Summer	\$0.00	\$0.00	\$0.00
Fall	\$500.00	\$0.00	-\$500.00
Winter	\$290.00	\$200.00	-\$90.00
Spring	\$950.00	\$0.00	-\$950.00

Full-Year Costs	Full-Year Revenue	Full-Year School Profit / Loss
\$1,740.00	\$200.00	-\$1,540.00

Completed by:

Appendix G-5: Full-Year MISC Cost Equitable Share Calculation

School Year:

Incident #	Hampton Total MISC Exp	Heartland Total Year MISC Exp	Combined Total Year MISC Expense
SUMMER	-\$25.00	-\$100.00	-\$125.00
FALL	-\$36.00	-\$500.00	-\$536.00
WINTER	-\$98.00	-\$800.00	-\$898.00
SPRING	-\$75.00	-\$741.00	-\$816.00

Total Hampton MISC Expense:	-\$234.00
Total Heartland MISC Expense:	-\$2,141.00

Total Combined MISC Expense:	-\$2,375.00
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Equitable Share Amount:	-\$1,187.50
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Hampton Overage/Underage:	\$953.50
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Heartland Overage/Underage:	-\$953.50
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Completed by:

MISC. EXPENSES

Appendix H: Full-Year Reimbursement Calculation

School Year:

Full-Year	Reimbursement to Hampton	Reimbursement to Heartland
B-5: Gate/Workers	<i>\$1,300.25</i>	<i>\$900.00</i>
C-5: Transportation	<i>\$0.00</i>	<i>\$687.50</i>
D-5: Shared-Cost Coaches	<i>\$2,000.00</i>	<i>\$0.00</i>
E-5: Uniforms	<i>\$0.00</i>	<i>\$4,500.00</i>
F-5: Awards	<i>\$500.00</i>	<i>\$0.00</i>
G-5: MISC Expenses	<i>\$444.00</i>	<i>\$0.00</i>

Full-Year Reimbursement To Hampton:	\$4,244.25
Full-Year Reimbursement To Heartland:	\$6,087.50

Full-Year Net-Reimbursement:	\$1,843.25
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NET FULL-YEAR REIMBURSEMENT - DUE BY AUGUST 31ST

Appendix I: Admissions

	<i>Senior Citizen (65+)</i>	<i>Adult Admission (out of HS)</i>	<i>Student Admission</i>	<i>Younger Than School Age</i>	<i>Family Maximum</i>	<i>Hampton Issued Passes</i>	<i>Heartland Issued Passes</i>	<i>Conference Passes</i>	<i>NSAA</i>	<i>Press</i>
HS Events										
Non-Tournament With Varsity Competition	\$2	\$6	\$5	Free	\$20	Student Staff Family Courtesy	Student Staff Family Courtesy	Affiliated Conference ONLY	Accepted	Accepted
HS Events										
Tournament / Track Meet With Varsity Competition	\$2	\$6	Free	Free	\$20	Student Staff	Student Staff	Not Accepted	Accepted	Accepted
HS Events										
Non-Tournament No Varsity Competition	\$2	\$2	Free	Free	\$10	Student Staff Family Courtesy	Student Staff Family Courtesy	Affiliated Conference ONLY	Accepted	Accepted
HS Events										
Tournament / Track Meet No Varsity Competition	\$2	\$5	Free	Free	\$10	Student Staff Family Courtesy	Student Staff Family Courtesy	Not Accepted	Accepted	Accepted
JH Events										
Non-Tournament	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free
JH Events										
Tournament / Track Meet	\$2	\$3	Free	Free	\$10	Student Staff Family Courtesy	Student Staff Family Courtesy	Not Accepted	Accepted	Accepted
Conference Event										
	Cost determined by Conference	Cost determined by Conference	Cost determined by Conference	Cost determined by Conference	None	None	None	Cost determined by Conference	Accepted	Accepted
NSAA Event										
	Cost determined by NSAA	Cost determined by NSAA	Cost determined by NSAA	Cost determined by NSAA	None	None	None	None	Accepted	Accepted

TO BE SET

Appendix J: Preliminary & Approximate Site-Usage Distribution

	<i>Sport / Program</i>	<i>Predominant Site: Practice</i>	<i>Predominant Site: Home Game</i>
HIGH SCHOOL	HS Football	Heartland	Heartland
	HS Volleyball	Split	Split
	HS Girls Golf	Heartland	Heartland
	HS Boys BB	Split	Split
	HS Girls BB	Split	Split
	HS Track	Heartland	Heartland
	HS Boys Golf	Heartland	Heartland
	Cheerleading	Split	Split
<hr/>			
JUNIOR HIGH SCHOOL	JH Football	Hampton	Hampton
	JH Volleyball	Heartland	Heartland
	JH Girls BB	Hampton	Hampton
	JH Boys BB	Heartland	Heartland
	JH Track	Heartland	Heartland

Appendix K: Staffing Guidelines

HS & JH BASKETBALL, TRACK, VOLLEYBALL						
Total Coaches	1	2	3	4	5	6
Assistants	0	1	2	3	4	5
Low Range (participants)	1	10	22	34	46	58
Preferred Range (participants)	1	15	27	39	51	63
	12	24	36	48	60	72
High Range (participants)	15	27	39	51	63	75

HS & JH FOOTBALL						
Total Coaches	1	2	3	4	5	6
Assistants	0	1	2	3	4	5
Low Range (participants)	1	1	16	31	46	57
Preferred Range (participants)	1	5	20	35	50	60
	2	15	30	45	60	72
High Range (participants)	5	20	35	50	60	75

When the number of assistant coaches determined for a team is even:
 All assistant coaches will be categorized as equally assigned and provided in equal numbers by the partner schools.

When the number of assistant coaches determined for a team is odd:
 One assistant coach will be categorized as at-large. All remaining assistant coaches will be categorized as equally assigned and provided in equal numbers by the partner schools.

Golf: specified in HS-13 & HS-32

Cheerleading: specified in HS-41

Appendix HS-11: High School Football (26-27 & 27-28)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the number of assistant coaches will be determined through unanimous agreement of the superintendents of all partner schools in consideration of the following.
 - a. General guidelines.
 - i. Recommendations established in Appendix K.
 - ii. Recommendations of the ADs of all partner schools.
 - iii. Recommendations of the program's head coach.
 - iv. The unique safety, instructional, and logistical needs of the program.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C.a or 2.C.c under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - c. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C.a or 2.C.b under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of either 2.C.a or 2.C.b; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix HS-11: High School Football (26-27 & 27-28)
Hampton Public Schools & Heartland Community Schools

3. Game Scheduling

- A. The cooperatively sponsored program will adopt the schedule as is prescribed by the NSAA.
- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for game/event scheduling.
- C. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- D. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- E. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- F. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (JV, Reserve, etc.) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- G. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure full access to and unrestricted eligibility for all aspects of championship, tournament, and post-season play as established by the NSAA and the Conference affiliated to the program subject to this agreement.

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).
- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).
- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.
 - f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

Appendix HS-11: High School Football (26-27 & 27-28)
Hampton Public Schools & Heartland Community Schools

5. Home Game Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of home events for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. Home events will take place at the Heartland site.
- C. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

6. Practices & Practice Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. In general, practices that take place after a school day will occur at the Heartland site.
- C. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) will occur at the Heartland site.
- D. It shall be within the discretion of the superintendents, through unanimous agreement, to allow for a practice to occur on a Sunday. This shall be limited to occasions where a varsity competition at either the conference-tournament level or the NSAA-tournament level is scheduled to occur on the Monday-Thursday immediately following the Sunday in question.

Appendix HS-11: High School Football (26-27 & 27-28)
Hampton Public Schools & Heartland Community Schools

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
 - a. Practice balls
 - b. Game balls
 - c. Locker / dressing / etc.
 - d. Scoreboard, field markers, yardage markers, etc.
 - e. Water, towels, ice, first aid & training supplies
 - f. Field prep, field striping, etc.
 - g. Bleachers, seating, etc.
 - h. Concessions, hospitality, etc.

- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Scoreboard operators, sound operators, PA personnel, etc.
 - b. Ticket/gate personnel
 - c. Concessions / hospitality workers
 - d. NOTE: Referees / Officials to be scheduled by the head AD**

- C. Site Operations Equipment & Supplies
 - a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
 - b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

Appendix HS-11: High School Football (26-27 & 27-28)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. An official uniform shall consist of and include the following:
 - a. Game uniform
 - i. a dark (home) jersey
 - ii. a light (away) jersey
 - iii. a dark, game pant
 - iv. a certified and properly fitted helmet
 - b. Practice uniform
 - i. White practice jersey with black lettering or black practice jersey with white lettering
 - ii. A uniformly, standard practice pant
 - iii. A certified and properly fitted helmet

- B. Basic requirements.
 - a. Jerseys, pant, and helmet must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
 - d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
 - f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

- C. The uniforms shall be preliminarily selected by the head coach in consultation with all assistant coaches and in consultation with player-representation from each district.
 - a. All uniform selections will require final approval by both the AD's and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD's of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

- D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.
 - a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

Appendix HS-11: High School Football (26-27 & 27-28)
Hampton Public Schools & Heartland Community Schools

9. Uniform Equipment

A. Protective equipment

- a. A certified and properly fitted pair of shoulder pads
- b. Knee, thigh, hip, and tailbone pads and related attire (e.g. girdle, etc.)
- c. Certified and properly fitted mouthguards.
- d. Other such, protective equipment as may be necessary to reasonably protect participants from foreseeable injury. Such equipment must be conventional in nature.

B. Combined Equipment

- a. It will prove efficient to combine equipment resources/inventories of hard assets that are already owned by the partner schools for the benefit of the cooperatively sponsored program.
 - i. This may include items such as helmets, shoulder pads, and other protective equipment and or uniform equipment that already belongs to any partner school.
 - ii. This may also include training equipment/apparatus (e.g. sleds, dummies, etc.).
- b. All such equipment to be combined shall be properly identified to a partner school and accurately inventoried.
 - i. It shall be the responsibility of the ADs of the partner schools and the head coach to complete said identification and inventory.
 - ii. A summary of said identification and inventory shall be provided to the superintendents of the partner schools no later than June 1, 2026.
- c. Should the cooperative sponsorship be dissolved, terminated, not renewed, etc., equipment should be returned to / dispersed among the partner schools in the following manner.
 - i. Equipment that is still in use shall be returned to the partner school identified as the original owner.
 - ii. Equipment that is no longer in use shall be returned to the partner school identified as the original owner.
 - iii. Newly purchased equipment that is purchased through an equitable share formulation should be identified as property of the cooperative sponsorship.
 1. Property of the cooperative sponsorship should be distributed to the partner schools in a manner that is either equal to or proportionate to the original ownership of combined inventory.
 - iv. Newly purchased equipment purchased by a partner school for use in the cooperative sponsorship, but not through an equitable share formulation, should be identified as property of the partner school. The partner school shall retain ownership of said property.
- d. It shall be the responsibility of the ADs of the partner schools and the head coach to determine a responsible and practical means and method for storing, inventorying, distributing, and collecting combined equipment.

Appendix HS-12: High School Volleyball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the number of assistant coaches will be determined through unanimous agreement of the superintendents of all partner schools in consideration of the following.
 - a. General guidelines.
 - i. Recommendations established in Appendix K.
 - ii. Recommendations of the ADs of all partner schools.
 - iii. Recommendations of the program's head coach.
 - iv. The unique safety, instructional, and logistical needs of the program.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C.a or 2.C.c under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - c. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C.a or 2.C.b under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of either 2.C.a or 2.C.b; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix HS-12: High School Volleyball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Game Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.
- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for game/event scheduling.
- C. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- D. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- E. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- F. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (JV, Reserve, etc.) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- G. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure full access to and unrestricted eligibility for all aspects of championship, tournament, and post-season play as established by the NSAA and the Conference affiliated to the program subject to this agreement.
- H. To the greatest extent that is reasonably possible and can be done in alignment with all other scheduling goals, it is the intent of all partner schools to allow for the continuation of tournaments hosted by any of the partner schools and established prior to the inception of the first generation, cooperative sponsorship agreement.

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).
- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).
- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.

Appendix HS-12: High School Volleyball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

- f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

5. Home Game Locations

- A. Home events can be sufficiently played at either the Hampton site or the Heartland site.
 - a. In general, Home events that include Varsity games will be split between partner school sites at an approximate ratio of 50-50.
 - b. Geography of the visiting teams, local usage schedules, the need for multiple gyms, and the demand for seating capacity will be taken into account when making final, site determinations.

- B. In general, Home events that include Varsity games versus a single opponent will be split between partner school sites at an approximate ratio of 50-50.

- C. Home events that include Varsity games that are conventionally classified as Triangulars can be hosted at either the Hampton site or the Heartland site.
 - a. In years where multiple triangulars are to be hosted by the co-op, efforts will be made to host at least one triangular at each partner school site.
 - b. It is the intent that Triangulars involving Varsity games will be split between partner school sites at an approximate ratio of 50-50 over a multi-year period.

- D. In general, Home events that do not include Varsity games (i.e. JV games or Reserve games, etc.) can be sufficiently played at either the Hampton site or the Heartland site.
 - a. Geography of the visiting teams, local usage schedules, the need for multiple gyms, and the demand for seating capacity will be taken into account when making final, site determinations.

- E. A tentative, two-year home site-hosting plan (schedule) shall be prepared through mutual agreement of the A.D.'s of each partner school and submitted to the superintendents of each partner school for consultation and approval.
 - a. Subject to approval by the superintendents of all partner schools, the A.D.'s of the districts in the co-op shall have the discretion, through mutual agreement, to adjust home sites in accordance with the spirit and intent of this agreement.
 - b. The head school reserves the right to change/designate the site for events tentatively scheduled for one site to another site if specific conditions or the most recent information indicates a change in site is likely necessary. These decisions will be made after consulting with all other partner schools.

- F. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

Appendix HS-12: High School Volleyball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

6. Practices & Practice Locations

- A. In general, practices that take place after a school day will alternate between the Hampton site and the Heartland site at an approximate ratio of 50-50.
 - a. The head coach will recommend daily practice sites in advance of the season in consultation with the A.D.'s.
 - b. The final determination of practice sites requires approval through mutual agreement of the A.D.'s of all partner schools.
 - c. Local usage schedules, the need for multiple gyms, logistics, and space demands will be taken into account when making such determinations.

- B. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) can take place at either site based on the head coach's discretion, pending approval by the A.D.'s of all partner schools.

- C. It shall be within the discretion of the superintendents, through unanimous agreement, to allow for a practice to occur on a Sunday. This shall be limited to occasions where a varsity competition at either the conference-tournament level or the NSAA-tournament level is scheduled to occur on the Monday immediately following the Sunday in question.

- D. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
 - a. Practice balls
 - b. Game balls
 - c. Nets, standards, etc.
 - d. Officiating platforms, etc.
 - e. Locker / dressing / etc.
 - f. Scoreboard, etc.
 - g. Water, towels, ice, first aid & training supplies
 - h. Floor/surface prep, etc.
 - i. Bleachers, seating, etc.
 - j. Concessions, hospitality, etc.

- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Supplementary officials (line judges, score table personnel, etc.)
 - b. Scoreboard operators, sound operators, PA personnel, etc.
 - c. Ticket/gate personnel
 - d. Concessions / hospitality workers
 - e. **NOTE: Referees / Officials to be scheduled by the head AD**

Appendix HS-12: High School Volleyball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

C. Site Operations Equipment & Supplies

- a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
- b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

8. Uniforms

A. An official uniform shall consist of and include the following:

- a. a jersey
- b. a solid black short and/or bottom which shall be provided by and remain the property of the players

B. Basic requirements.

- a. Jerseys must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
- b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
- c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
- d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
- e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
- f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

C. The uniforms shall be preliminarily selected by the head coach in consultation with all assistant coaches and in consultation with player-representation from each district.

- a. All uniform selections will require final approval by both the AD's and the superintendents of each district participating in the co-op.
- b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
- c. The AD of the head school shall in consultation with the AD's of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
- d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.

- a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

9. Uniform Equipment

- A. This section has been intentionally left blank.

Appendix HS-13: High School Girls Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the cooperatively sponsored program will have 0 assistant coaches.
 - a. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C or 2.C.b under either of the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - ii. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 10.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C or 2.C.a under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of 2.C.a; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix HS-13: High School Girls Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Meet Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.
- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for meet/event scheduling.
- C. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- D. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- E. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- F. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (JV, Reserve, etc.) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- G. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure full access to and unrestricted eligibility for all aspects of championship, tournament, and post-season play as established by the NSAA and the Conference affiliated to the program subject to this agreement.
- H. To the greatest extent that is reasonably possible and can be done in alignment with all other scheduling goals, it is the intent of all partner schools to allow for the continuation of tournaments hosted by any of the partner schools and established prior to the inception of the first generation, cooperative sponsorship agreement.

Appendix HS-13: High School Girls Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).
- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).
- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.
 - f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

5. Home Meet Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of home events for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. Home events will take place at the Heartland site.
- C. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

Appendix HS-13: High School Girls Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

6. Practices & Practice Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. In general, practices that take place after a school day will occur at the Heartland site.
- C. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) can take place at either site based on the head coach's discretion, pending approval by the A.D.'s of all partner schools.
- D. It shall be within the discretion of the superintendents, through unanimous agreement, to allow for a practice to occur on a Sunday. This shall be limited to occasions where a varsity competition at either the conference-tournament level or the NSAA-tournament level is scheduled to occur on the Monday immediately following the Sunday in question.

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Officials
 - b. Ticket/gate personnel
 - c. Concessions / hospitality where applicable
- C. Site Operations Equipment & Supplies
 - a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
 - b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

Appendix HS-13: High School Girls Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. An official uniform shall consist of and include the following:
 - a. a polo/top which shall be provided by and remain the property of the player
 - b. a hat/cap which shall be provided by and remain the property of the player
 - c. a warmup/jacket/pullover that includes only a top may be included in the uniform portfolio upon recommendation of the ADs and through mutual agreement of the superintendents of the partner schools.
 - i. If included, said warmup shall be provided by the district and remain the property of the district.

- B. Basic requirements.
 - a. Polo/top and hat/cap must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
 - d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
 - f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

- C. The uniforms shall be preliminarily selected by the head coach in consultation with all assistant coaches and in consultation with player-representation from each district.
 - a. All uniform selections will require final approval by both the AD's and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD's of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

- D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.
 - a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

Appendix HS-13: High School Girls Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

9. Uniform Equipment

- A. Golf bags will be provided to varsity-level participants that compete in varsity-level competition.
 - a. Golf bags must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. Golf bags may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Golf bags shall meet and model basic community standards.
- B. Push/pull carts for golf bags will be provided to varsity-level participants that compete in varsity-level competition.
- C. Range finders will be provided to varsity-level participants that compete in varsity-level competition.

10. Miscellaneous Items & Costs

- A. Fees for practice rounds for Conference, District, and State meets will be paid upfront by the head school and later reconciled as a shared cost.
- B. A standard allotment of golf balls will be procured and provided to varsity-level participants that compete in varsity-level competition.

Appendix HS-21: High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the number of assistant coaches will be determined through unanimous agreement of the superintendents of all partner schools in consideration of the following.
 - a. General guidelines.
 - i. Recommendations established in Appendix K.
 - ii. Recommendations of the ADs of all partner schools.
 - iii. Recommendations of the program's head coach.
 - iv. The unique safety, instructional, and logistical needs of the program.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C.a or 2.C.c under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - c. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C.a or 2.C.b under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of either 2.C.a or 2.C.b; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix HS-21: High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Game Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.
- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for game/event scheduling.
- C. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- D. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- E. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- F. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (JV, Reserve, etc.) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- G. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure full access to and unrestricted eligibility for all aspects of championship, tournament, and post-season play as established by the NSAA and the Conference affiliated to the program subject to this agreement.
- H. To the greatest extent that is reasonably possible and can be done in alignment with all other scheduling goals, it is the intent of all partner schools to allow for the continuation of tournaments hosted by any of the partner schools and established prior to the inception of the first generation, cooperative sponsorship agreement.

Appendix HS-21: High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).
- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).
- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.
 - f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

5. Home Game Locations

- A. Home events can be sufficiently played at either the Hampton site or the Heartland site.
 - a. In general, Home events that include Varsity games will be split between partner school sites at an approximate ratio of 50-50.
 - b. Geography of the visiting teams, local usage schedules, the need for multiple gyms, and the demand for seating capacity will be taken into account when making final, site determinations.
- B. In general, Home events that include Varsity games versus a single opponent will be split between partner school sites at an approximate ratio of 50-50.
- C. In general, Home events that do not include Varsity games (i.e. JV games or Reserve games, etc.) can be sufficiently played at either the Hampton site or the Heartland site.
 - a. Geography of the visiting teams, local usage schedules, the need for multiple gyms, and the demand for seating capacity will be taken into account when making final, site determinations.
- D. A tentative, two-year home site-hosting plan (schedule) shall be prepared through mutual agreement of the A.D.'s of each partner school and submitted to the superintendents of each partner school for consultation and approval.
 - a. Subject to approval by the superintendents of all partner schools, the A.D.'s of the districts in the co-op shall have the discretion, through mutual agreement, to adjust home sites in accordance with the spirit and intent of this agreement.
 - b. The head school reserves the right to change/designate the site for events tentatively scheduled for one site to another site if specific conditions or the most recent information indicates a change in site is likely necessary. These decisions will be made after consulting with all other partner schools.

Appendix HS-21: High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

- E. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

6. Practices & Practice Locations

- A. In general, practices that take place after a school day will alternate between the Hampton site and the Heartland site at an approximate ratio of 50-50.
 - a. The head coach will recommend daily practice sites in advance of the season in consultation with the A.D.'s.
 - b. The final determination of practice sites requires approval through mutual agreement of the A.D.'s of all partner schools.
 - c. Local usage schedules, the need for multiple gyms, logistics, and space demands will be taken into account when making such determinations.
- B. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) can take place at either site based on the head coach's discretion, pending approval by the A.D.'s of all partner schools.
- C. It shall be within the discretion of the superintendents, through unanimous agreement, to allow for a practice to occur on a Sunday. This shall be limited to occasions where a varsity competition at either the conference-tournament level or the NSAA-tournament level is scheduled to occur on the Monday immediately following the Sunday in question.
- D. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.

Appendix HS-21: High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
 - a. Practice balls
 - b. Game balls
 - c. Backboards, goals, nets, etc.
 - d. Locker / dressing / etc.
 - e. Scoreboard, etc.
 - f. Water, towels, ice, first aid & training supplies
 - g. Floor/surface prep, etc.
 - h. Bleachers, seating, etc.
 - i. Concessions, hospitality, etc.

- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Supplementary officials (score table personnel, etc.)
 - b. Scoreboard operators, sound operators, PA personnel, etc.
 - c. Ticket/gate personnel
 - d. Concessions / hospitality workers
 - e. **NOTE: Referees / Officials to be scheduled by the head AD**

- C. Site Operations Equipment & Supplies
 - a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
 - b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

Appendix HS-21: High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. An official uniform shall consist of and include the following:
 - a. Game uniform
 - i. a light (home) jersey and matching short
 - ii. a dark (away) jersey and matching short
 - iii. a warm up that includes a top and/or bottom may be included in the uniform portfolio upon recommendation of the ADs and through mutual agreement of the superintendents of the partner schools.
 - b. Practice uniform
 - i. Reversible black and white practice jersey

- B. Basic requirements.
 - a. Jerseys and matching shorts must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
 - d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
 - f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

- C. The uniforms shall be preliminarily selected by the head coach in consultation with all assistant coaches and in consultation with player-representation from each district.
 - a. All uniform selections will require final approval by both the AD's and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD's of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

- D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.
 - a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

9. Uniform Equipment

- A. This section has been intentionally left blank.

Appendix HS-22: High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the number of assistant coaches will be determined through unanimous agreement of the superintendents of all partner schools in consideration of the following.
 - a. General guidelines.
 - i. Recommendations established in Appendix K.
 - ii. Recommendations of the ADs of all partner schools.
 - iii. Recommendations of the program's head coach.
 - iv. The unique safety, instructional, and logistical needs of the program.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C.a or 2.C.c under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - c. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C.a or 2.C.b under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of either 2.C.a or 2.C.b; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix HS-22: High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Game Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.
- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for game/event scheduling.
- C. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- D. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- E. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- F. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (JV, Reserve, etc.) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- G. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure full access to and unrestricted eligibility for all aspects of championship, tournament, and post-season play as established by the NSAA and the Conference affiliated to the program subject to this agreement.
- H. To the greatest extent that is reasonably possible and can be done in alignment with all other scheduling goals, it is the intent of all partner schools to allow for the continuation of tournaments hosted by any of the partner schools and established prior to the inception of the first generation, cooperative sponsorship agreement.

Appendix HS-22: High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).
- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).
- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.
 - f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

5. Home Game Locations

- A. Home events can be sufficiently played at either the Hampton site or the Heartland site.
 - a. In general, Home events that include Varsity games will be split between partner school sites at an approximate ratio of 50-50.
 - b. Geography of the visiting teams, local usage schedules, the need for multiple gyms, and the demand for seating capacity will be taken into account when making final, site determinations.
- B. In general, Home events that include Varsity games versus a single opponent will be split between partner school sites at an approximate ratio of 50-50.
- C. In general, Home events that do not include Varsity games (i.e. JV games or Reserve games, etc.) can be sufficiently played at either the Hampton site or the Heartland site.
 - a. Geography of the visiting teams, local usage schedules, the need for multiple gyms, and the demand for seating capacity will be taken into account when making final, site determinations.
- D. A tentative, two-year home site-hosting plan (schedule) shall be prepared through mutual agreement of the A.D.'s of each partner school and submitted to the superintendents of each partner school for consultation and approval.
 - a. Subject to approval by the superintendents of all partner schools, the A.D.'s of the districts in the co-op shall have the discretion, through mutual agreement, to adjust home sites in accordance with the spirit and intent of this agreement.
 - b. The head school reserves the right to change/designate the site for events tentatively scheduled for one site to another site if specific conditions or the most recent information indicates a change in site is likely necessary. These decisions will be made after consulting with all other partner schools.

Appendix HS-22: High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

- E. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

6. Practices & Practice Locations

- A. In general, practices that take place after a school day will alternate between the Hampton site and the Heartland site at an approximate ratio of 50-50.
 - a. The head coach will recommend daily practice sites in advance of the season in consultation with the A.D.'s.
 - b. The final determination of practice sites requires approval through mutual agreement of the A.D.'s of all partner schools.
 - c. Local usage schedules, the need for multiple gyms, logistics, and space demands will be taken into account when making such determinations.
- B. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) can take place at either site based on the head coach's discretion, pending approval by the A.D.'s of all partner schools.
- C. It shall be within the discretion of the superintendents, through unanimous agreement, to allow for a practice to occur on a Sunday. This shall be limited to occasions where a varsity competition at either the conference-tournament level or the NSAA-tournament level is scheduled to occur on the Monday immediately following the Sunday in question.
- D. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.

Appendix HS-22: High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
 - a. Practice balls
 - b. Game balls
 - c. Backboards, goals, nets, etc.
 - d. Locker / dressing / etc.
 - e. Scoreboard, etc.
 - f. Water, towels, ice, first aid & training supplies
 - g. Floor/surface prep, etc.
 - h. Bleachers, seating, etc.
 - i. Concessions, hospitality, etc.

- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Supplementary officials (score table personnel, etc.)
 - b. Scoreboard operators, sound operators, PA personnel, etc.
 - c. Ticket/gate personnel
 - d. Concessions / hospitality workers
 - e. **NOTE: Referees / Officials to be scheduled by the head AD**

- C. Site Operations Equipment & Supplies
 - a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
 - b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

Appendix HS-22: High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. An official uniform shall consist of and include the following:
 - a. Game uniform
 - i. a light (home) jersey and matching short
 - ii. a dark (away) jersey and matching short
 - iii. a warm up that includes a top and/or bottom may be included in the uniform portfolio upon recommendation of the ADs and through mutual agreement of the superintendents of the partner schools.
 - b. Practice uniform
 - i. Reversible black and white practice jersey

- B. Basic requirements.
 - a. Jerseys and matching shorts must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
 - d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
 - f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

- C. The uniforms shall be preliminarily selected by the head coach in consultation with all assistant coaches and in consultation with player-representation from each district.
 - a. All uniform selections will require final approval by both the AD's and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD's of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

- D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.
 - a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

9. Uniform Equipment

- A. This section has been intentionally left blank.

Appendix HS-31: High School Boys & Girls Track (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the number of assistant coaches will be determined through unanimous agreement of the superintendents of all partner schools in consideration of the following.
 - a. General guidelines.
 - i. Recommendations established in Appendix K.
 - ii. Recommendations of the ADs of all partner schools.
 - iii. Recommendations of the program's head coach.
 - iv. The unique safety, instructional, and logistical needs of the program.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C.a or 2.C.c under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - c. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C.a or 2.C.b under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of either 2.C.a or 2.C.b; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix HS-31: High School Boys & Girls Track (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Meet Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.
- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for meet/event scheduling.
- C. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- D. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- E. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- F. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (JV, Reserve, etc.) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- G. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure full access to and unrestricted eligibility for all aspects of championship, tournament, and post-season play as established by the NSAA and the Conference affiliated to the program subject to this agreement.
- H. To the greatest extent that is reasonably possible and can be done in alignment with all other scheduling goals, it is the intent of all partner schools to allow for the continuation of tournaments hosted by any of the partner schools and established prior to the inception of the first generation, cooperative sponsorship agreement.

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).
- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).

Appendix HS-31: High School Boys & Girls Track (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.
 - f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

5. Home Meet Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of home events for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. Home events will take place at the Heartland site.
- C. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

6. Practices & Practice Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. In general, practices that take place after a school day will occur at the Heartland site.
- C. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) can take place at either site based on the head coach's discretion, pending approval by the A.D.'s of all partner schools.
- D. It shall be within the discretion of the superintendents, through unanimous agreement, to allow for a practice to occur on a Sunday. This shall be limited to occasions where a varsity competition at either the conference-tournament level or the NSAA-tournament level is scheduled to occur on the Monday immediately following the Sunday in question.

Appendix HS-31: High School Boys & Girls Track (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
 - a. Watches and timing equipment
 - b. Hurdles
 - c. Landing mats
 - d. Jumping pits
 - e. Standards and crossbars
 - f. Implements
 - g. Starter's equipment, clerking equipment, administrative equipment, communications equipment
 - h. Water, towels, ice, first aid & training supplies
 - i. Bleachers, seating, etc.
 - j. Concessions, hospitality, etc.

- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Officials
 - b. Scoreboard operators, sound operators, PA personnel, etc.
 - c. Ticket/gate personnel
 - d. Concessions / hospitality workers
 - e. Clerks, runners, pickers, timers
 - f. Finish line / timing systems and personnel
 - g. **NOTE: Referees / Officials to be scheduled by the head AD**

- C. Site Operations Equipment & Supplies
 - a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
 - b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

Appendix HS-31: High School Boys & Girls Track (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. An official uniform shall consist of and include the following:
 - a. a singlet/top and matching short
 - b. a “sweats” top and matching bottom
 - c. a warmup that includes a top and/or bottom may be included in the uniform portfolio upon recommendation of the ADs and through mutual agreement of the superintendents of the partner schools.

- B. Basic requirements.
 - a. Singlet/top and matching shorts must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
 - d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
 - f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

- C. The uniforms shall be preliminarily selected by the head coach in consultation with all assistant coaches and in consultation with player-representation from each district.
 - a. All uniform selections will require final approval by both the AD’s and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD’s of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

- D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.
 - a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

9. Uniform Equipment

- A. This section has been intentionally left blank.

Appendix HS-32: High School Boys Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the cooperatively sponsored program will have 0 assistant coaches.
 - a. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C or 2.C.b under either of the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - ii. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 10.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C or 2.C.a under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of 2.C.a; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix HS-32: High School Boys Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Meet Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.
- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for meet/event scheduling.
- C. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- D. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- E. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- F. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (JV, Reserve, etc.) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- G. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure full access to and unrestricted eligibility for all aspects of championship, tournament, and post-season play as established by the NSAA and the Conference affiliated to the program subject to this agreement.
- H. To the greatest extent that is reasonably possible and can be done in alignment with all other scheduling goals, it is the intent of all partner schools to allow for the continuation of tournaments hosted by any of the partner schools and established prior to the inception of the first generation, cooperative sponsorship agreement.

Appendix HS-32: High School Boys Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).
- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).
- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.
 - f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

5. Home Meet Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of home events for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. Home events will take place at the Heartland site.
- C. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

Appendix HS-32: High School Boys Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

6. Practices & Practice Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. In general, practices that take place after a school day will occur at the Heartland site.
- C. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) can take place at either site based on the head coach's discretion, pending approval by the A.D.'s of all partner schools.
- D. It shall be within the discretion of the superintendents, through unanimous agreement, to allow for a practice to occur on a Sunday. This shall be limited to occasions where a varsity competition at either the conference-tournament level or the NSAA-tournament level is scheduled to occur on the Monday immediately following the Sunday in question.

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Officials
 - b. Ticket/gate personnel
 - c. Concessions / hospitality where applicable
- C. Site Operations Equipment & Supplies
 - a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
 - b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

Appendix HS-32: High School Boys Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. An official uniform shall consist of and include the following:
 - a. a polo/top which shall be provided by and remain the property of the player
 - b. a hat/cap which shall be provided by and remain the property of the player
 - c. a warmup/jacket/pullover that includes only a top may be included in the uniform portfolio upon recommendation of the ADs and through mutual agreement of the superintendents of the partner schools.
 - i. If included, said warmup shall be provided by the district and remain the property of the district.

- B. Basic requirements.
 - a. Polo/top and hat/cap must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
 - d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
 - f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

- C. The uniforms shall be preliminarily selected by the head coach in consultation with all assistant coaches and in consultation with player-representation from each district.
 - a. All uniform selections will require final approval by both the AD's and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD's of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

- D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.
 - a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

Appendix HS-32: High School Boys Golf (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

9. Uniform Equipment

- A. Golf bags will be provided to varsity-level participants that compete in varsity-level competition.
 - a. Golf bags must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. Golf bags may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Golf bags shall meet and model basic community standards.
- B. Push/pull carts for golf bags will be provided to varsity-level participants that compete in varsity-level competition.
- C. Range finders will be provided to varsity-level participants that compete in varsity-level competition.

10. Miscellaneous Items & Costs

- A. Fees for practice rounds for Conference, District, and State meets will be paid upfront by the head school and later reconciled as a shared cost.
- B. A standard allotment of golf balls will be procured and provided to varsity-level participants that compete in varsity-level competition.

Appendix HS-41: High School Cheerleading (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Hampton will act as the head school.

- B. The head school AD is responsible for event scheduling.

- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.

- B. Head Coach: the cooperatively sponsored program will have 1 head coach.

- C. Assistant Coaches: the cooperatively sponsored program will have 0 assistant coaches.
 - a. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C or 2.C.b under either of the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - ii. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 7.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C or 2.C.a under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of 2.C.a; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.

Appendix HS-41: High School Cheerleading (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Event Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.

- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for determining attendance at scheduled events.

- C. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland.

- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton.

- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

5. Practices & Practice Locations

- A. In general, practices that take place outside of the school day and will alternate between the Hampton site and the Heartland site at an approximate ratio of 50-50.
 - a. The head coach will recommend practice sites in advance of the season in consultation with the AD's.
 - b. The final determination of practice sites requires approval through mutual agreement of the AD's of all partner schools.
 - c. Local usage schedules, the need for multiple gyms, logistics, and space demands will be taken into account when making such determinations.

- B. It shall be within the discretion of the Superintendents, through unanimous agreement, to allow for a practice to occur on a Sunday in the event of an upcoming performance and/or competition.

- C. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.

Appendix HS-41: High School Cheerleading (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

6. Site Operations

A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operation of all games, practices, etc. that are held/hosted at their site school.

- a. Megaphone
- b. Signs
- c. Pom poms
- d. Wireless speaker/bluetooth
- e. Water, towels, ice, first aid & training supplies
- f. Floor/surface prep, etc.

B. Site Operations Equipment & Supplies

- a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
- b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

7. Try-outs

A. Cheer tryouts will be held in the Spring of the school year.

B. The following criteria will be used during tryouts:

- a. Three judges will be selected by the head cheerleading coach.
- b. Judges will be approved by both schools' respective AD's.
- c. Judges scoring rubric will include group cheer, group dance, individual chant, and cheer.
- d. Judges may also ask candidates questions related to the sport, behavior, integrity, etc.
- e. The secondary principals of all partner schools will complete a scoring rubric evaluating each candidate's behavior and integrity.

C. A maximum of 12 participants will be selected annually.

- a. Coaches will determine squad size using the judge's scoring rubrics and a natural separation in point totals for candidates.
- b. Final squad selection will be approved by both schools' respective AD's.

Appendix HS-41: High School Cheerleading (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. Uniform shall consist of and include the following:
 - a. Official gear - shell top, liner, skirt, spunks, cheer shoes, and bow.
 - b. Unofficial gear - shirts/tanks, dance uniform, pants, jacket, and cheer bag.
 - c. The uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - d. Deviations from the official uniform may only be done through unanimous agreement between the superintendents of all partner schools.
 - e. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - f. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.

- B. The uniforms shall be preliminarily selected by the head coach in consultation with all assistant coaches and in consultation with cheerleader-representation from each district.
 - a. All uniform selections will require final approval by both the AD's and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD's of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

9. Costs

- A. Cheer participants will be responsible for all fees associated with official and unofficial uniforms and camp fees.

- B. Fundraising opportunities will be available for cheer participants throughout the summer and school year.

- C. All costs associated with cheer will be further defined in the handbook.

10. Miscellaneous Items & Costs

- A. NCA cheer team awards and/or trophies will be displayed at partner schools on a shared 50-50 basis, as determined by the head coach.

- B. State cheer team awards and/or trophies will be duplicated, and the cost will be equally shared among the partner schools.

Appendix JH-11: Junior High School Football (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the number of assistant coaches will be determined through unanimous agreement of the superintendents of all partner schools in consideration of the following.
 - a. General guidelines.
 - i. Recommendations established in Appendix K.
 - ii. Recommendations of the ADs of all partner schools.
 - iii. Recommendations of the program's head coach.
 - iv. The unique safety, instructional, and logistical needs of the program.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C.a or 2.C.c under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - c. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C.a or 2.C.b under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of either 2.C.a or 2.C.b; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix JH-11: Junior High School Football (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Game Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.
- B. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that the cooperatively sponsored junior high school football program will operate and compete as an “8-man” football team.
- C. The AD of the head school in consultation with the AD’s of partner schools will be responsible for game/event scheduling.
- D. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- E. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- F. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- G. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (A, B, C-team) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- H. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure compliance with all applicable rules, regulations, and by-laws of partner schools, NDE Rule 10, NSAA, and/or affiliated conference

Appendix JH-11: Junior High School Football (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).
- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).
- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.
 - f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

5. Home Game Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of home events for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. Home events will take place at the Hampton site.
- C. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

6. Practices & Practice Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. In general, practices that take place after a school day will occur at the Hampton site.
- C. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) will occur at the Hampton site.

Appendix JH-11: Junior High School Football (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
 - a. Practice balls
 - b. Game balls
 - c. Locker / dressing / etc.
 - d. Scoreboard, field markers, yardage markers, etc.
 - e. Water, towels, ice, first aid & training supplies
 - f. Field prep, field striping, etc.
 - g. Bleachers, seating, etc.
 - h. Concessions, hospitality, etc.

- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Scoreboard operators, sound operators, PA personnel, etc.
 - b. Ticket/gate personnel
 - c. Concessions / hospitality workers
 - d. NOTE: Referees / Officials to be scheduled by the head AD**

- C. Site Operations Equipment & Supplies
 - a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
 - b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

Appendix JH-11: Junior High School Football (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. An official uniform shall consist of and include the following:
 - a. Game uniform
 - i. a dark (home) jersey (reversible is suitable)
 - ii. a light (away) jersey (reversible is suitable)
 - iii. a dark, game pant
 - iv. a certified and properly fitted helmet
 - b. Practice uniform
 - i. White practice jersey with black lettering or black practice jersey with white lettering
 - ii. A uniformly, standard practice pant
 - iii. A certified and properly fitted helmet

- B. Basic requirements.
 - a. Jerseys, pant, and helmet must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
 - d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
 - f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

- C. The uniforms shall be preliminarily selected by the head coach.
 - a. All uniform selections will require final approval by both the AD's and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD's of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

- D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.
 - a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

Appendix JH-11: Junior High School Football (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

9. Uniform Equipment

A. Protective equipment

- a. A certified and properly fitted pair of shoulder pads
- b. Knee, thigh, hip, and tailbone pads and related attire (e.g. girdle, etc.)
- c. Certified and properly fitted mouthguards.
- d. Other such, protective equipment as may be necessary to reasonably protect participants from foreseeable injury. Such equipment must be conventional in nature.

B. Combined Equipment

- a. It will prove efficient to combine equipment resources/inventories of hard assets that are already owned by the partner schools for the benefit of the cooperatively sponsored program.
 - i. This may include items such as helmets, shoulder pads, and other protective equipment and or uniform equipment that already belongs to any partner school.
 - ii. This may also include training equipment/apparatus (e.g. sleds, dummies, etc.).
- b. All such equipment to be combined shall be properly identified to a partner school and accurately inventoried.
 - i. It shall be the responsibility of the ADs of the partner schools and the head coach to complete said identification and inventory.
 - ii. A summary of said identification and inventory shall be provided to the superintendents of the partner schools no later than June 1, 2025.
- c. Should the cooperative sponsorship be dissolved, terminated, not renewed, etc., equipment should be returned to / dispersed among the partner schools in the following manner.
 - i. Equipment that is still in use shall be returned to the partner school identified as the original owner.
 - ii. Equipment that is no longer in use shall be returned to the partner school identified as the original owner.
 - iii. Newly purchased equipment that is purchased through an equitable share formulation should be identified as property of the cooperative sponsorship.
 1. Property of the cooperative sponsorship should be distributed to the partner schools in a manner that is either equal to or proportionate to the original ownership of combined inventory.
 - iv. Newly purchased equipment purchased by a partner school for use in the cooperative sponsorship, but not through an equitable share formulation, should be identified as property of the partner school. The partner school shall retain ownership of said property.
- d. It shall be the responsibility of the ADs of the partner schools and the head coach to determine a responsible and practical means and method for storing, inventorying, distributing, and collecting combined equipment.

Appendix JH-12: Junior High School Volleyball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the number of assistant coaches will be determined through unanimous agreement of the superintendents of all partner schools in consideration of the following.
 - a. General guidelines.
 - i. Recommendations established in Appendix K.
 - ii. Recommendations of the ADs of all partner schools.
 - iii. Recommendations of the program's head coach.
 - iv. The unique safety, instructional, and logistical needs of the program.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C.a or 2.C.c under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - c. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C.a or 2.C.b under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of either 2.C.a or 2.C.b; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix JH-12: Junior High School Volleyball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Game Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.
- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for game/event scheduling.
- C. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- D. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- E. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- F. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (A, B, C-team) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- G. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure compliance with all applicable rules, regulations, and by-laws of partner schools, NDE Rule 10, NSAA, and/or affiliated conference.
- H. To the greatest extent that is reasonably possible and can be done in alignment with all other scheduling goals, it is the intent of all partner schools to allow for the continuation of tournaments hosted by any of the partner schools and established prior to the inception of the first generation, cooperative sponsorship agreement.

Appendix JH-12: Junior High School Volleyball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).
- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).
- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.
 - f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

Appendix JH-12: Junior High School Volleyball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

5. Home Game Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of home games for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. Home events can be sufficiently played at either the Hampton site or the Heartland site.
 - a. In general, Home events will be scheduled to occur at the Heartland site.
 - b. Geography of the visiting teams, local usage schedules, the need for multiple gyms, and the demand for seating capacity will be taken into account when making final, site determinations.
- C. A tentative, two-year home site-hosting plan (schedule) shall be prepared through mutual agreement of the A.D.'s of each partner school and submitted to the superintendents of each partner school for consultation and approval.
 - a. Subject to approval by the superintendents of all partner schools, the A.D.'s of the districts in the co-op shall have the discretion, through mutual agreement, to adjust home sites in accordance with the spirit and intent of this agreement.
 - b. The head school reserves the right to change/designate the site for events tentatively scheduled for one site to another site if specific conditions or the most recent information indicates a change in site is likely necessary. These decisions will be made after consulting with all other partner schools.
- D. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

6. Practices & Practice Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. In general, practices that take place after a school day will occur at the Heartland site.
 - a. The head coach will recommend daily practice sites in advance of the season in consultation with the A.D.'s.
 - b. The final determination of practice sites requires approval through mutual agreement of the A.D.'s of all partner schools.
 - c. Local usage schedules, the need for multiple gyms, logistics, and space demands will be taken into account when making such determinations.
- C. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) can take place at either site based on the head coach's discretion, pending approval by the A.D.'s of all partner schools.

Appendix JH-12: Junior High School Volleyball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
 - a. Practice balls
 - b. Game balls
 - c. Nets, standards, etc.
 - d. Officiating platforms, etc.
 - e. Locker / dressing / etc.
 - f. Scoreboard, etc.
 - g. Water, towels, ice, first aid & training supplies
 - h. Floor/surface prep, etc.
 - i. Bleachers, seating, etc.
 - j. Concessions, hospitality, etc.

- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Supplementary officials (line judges, score table personnel, etc.)
 - b. Scoreboard operators, sound operators, PA personnel, etc.
 - c. Ticket/gate personnel
 - d. Concessions / hospitality workers
 - e. **NOTE: Referees / Officials to be scheduled by the head AD**

- C. Site Operations Equipment & Supplies
 - a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
 - b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

Appendix JH-12: Junior High School Volleyball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. An official uniform shall consist of and include the following:
 - a. a jersey
 - b. a solid black short and/or bottom which shall be provided by and remain the property of the players

- B. Basic requirements.
 - a. Jerseys must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
 - d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
 - f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

- C. The uniforms shall be preliminarily selected by the head coach.
 - a. All uniform selections will require final approval by both the AD's and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD's of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

- D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.
 - a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

9. Uniform Equipment

- A. This section has been intentionally left blank.

Appendix JH-21: Junior High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the number of assistant coaches will be determined through unanimous agreement of the superintendents of all partner schools in consideration of the following.
 - a. General guidelines.
 - i. Recommendations established in Appendix K.
 - ii. Recommendations of the ADs of all partner schools.
 - iii. Recommendations of the program's head coach.
 - iv. The unique safety, instructional, and logistical needs of the program.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C.a or 2.C.c under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - c. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C.a or 2.C.b under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of either 2.C.a or 2.C.b; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix JH-21: Junior High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Game Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.
- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for game/event scheduling.
- C. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- D. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- E. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- F. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (A, B, C-team) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- G. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure compliance with all applicable rules, regulations, and by-laws of partner schools, NDE Rule 10, NSAA, and/or affiliated conference.
- H. To the greatest extent that is reasonably possible and can be done in alignment with all other scheduling goals, it is the intent of all partner schools to allow for the continuation of tournaments hosted by any of the partner schools and established prior to the inception of the first generation, cooperative sponsorship agreement.

Appendix JH-21: Junior High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).

- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).

- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.
 - f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

Appendix JH-21: Junior High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

5. Home Game Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of home games for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. Home events can be sufficiently played at either the Hampton site or the Heartland site.
 - a. In general, Home events will be scheduled to occur at the Heartland site.
 - b. Geography of the visiting teams, local usage schedules, the need for multiple gyms, and the demand for seating capacity will be taken into account when making final, site determinations.
- C. A tentative, two-year home site-hosting plan (schedule) shall be prepared through mutual agreement of the A.D.'s of each partner school and submitted to the superintendents of each partner school for consultation and approval.
 - a. Subject to approval by the superintendents of all partner schools, the A.D.'s of the districts in the co-op shall have the discretion, through mutual agreement, to adjust home sites in accordance with the spirit and intent of this agreement.
 - b. The head school reserves the right to change/designate the site for events tentatively scheduled for one site to another site if specific conditions or the most recent information indicates a change in site is likely necessary. These decisions will be made after consulting with all other partner schools.
- D. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

6. Practices & Practice Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. In general, practices that take place after a school day will occur at the Heartland site.
 - a. The head coach will recommend daily practice sites in advance of the season in consultation with the A.D.'s.
 - b. The final determination of practice sites requires approval through mutual agreement of the A.D.'s of all partner schools.
 - c. Local usage schedules, the need for multiple gyms, logistics, and space demands will be taken into account when making such determinations.
- C. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) can take place at either site based on the head coach's discretion, pending approval by the A.D.'s of all partner schools.

Appendix JH-21: Junior High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
 - a. Practice balls
 - b. Game balls
 - c. Backboards, goals, nets, etc.
 - d. Locker / dressing / etc.
 - e. Scoreboard, etc.
 - f. Water, towels, ice, first aid & training supplies
 - g. Floor/surface prep, etc.
 - h. Bleachers, seating, etc.
 - i. Concessions, hospitality, etc.

- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Supplementary officials (score table personnel, etc.)
 - b. Scoreboard operators, sound operators, PA personnel, etc.
 - c. Ticket/gate personnel
 - d. Concessions / hospitality workers
 - e. **NOTE: Referees / Officials to be scheduled by the head AD**

- C. Site Operations Equipment & Supplies
 - a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
 - b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

Appendix JH-21: Junior High School Boys Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. An official uniform shall consist of and include the following:
 - a. Game uniform
 - i. a light (home) jersey and matching short
 - ii. a dark (away) jersey and matching short
 - iii. uniforms of a “reversible” nature shall be sufficient
 - b. Practice uniform
 - i. Reversible black and white practice jersey

- B. Basic requirements.
 - a. Jerseys and matching shorts must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
 - d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
 - f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

- C. The uniforms shall be preliminarily selected by the head coach.
 - a. All uniform selections will require final approval by both the AD’s and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD’s of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

- D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.
 - a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

9. Uniform Equipment

- A. This section has been intentionally left blank.

Appendix JH-22: Junior High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the number of assistant coaches will be determined through unanimous agreement of the superintendents of all partner schools in consideration of the following.
 - a. General guidelines.
 - i. Recommendations established in Appendix K.
 - ii. Recommendations of the ADs of all partner schools.
 - iii. Recommendations of the program's head coach.
 - iv. The unique safety, instructional, and logistical needs of the program.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C.a or 2.C.c under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - c. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C.a or 2.C.b under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of either 2.C.a or 2.C.b; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix JH-22: Junior High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Game Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.
- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for game/event scheduling.
- C. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- D. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- E. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- F. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (A, B, C-team) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- G. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure compliance with all applicable rules, regulations, and by-laws of partner schools, NDE Rule 10, NSAA, and/or affiliated conference.
- H. To the greatest extent that is reasonably possible and can be done in alignment with all other scheduling goals, it is the intent of all partner schools to allow for the continuation of tournaments hosted by any of the partner schools and established prior to the inception of the first generation, cooperative sponsorship agreement.

Appendix JH-22: Junior High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).
- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).
- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.
 - f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

Appendix JH-22: Junior High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

5. Home Game Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of home games for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. Home events can be sufficiently played at either the Hampton site or the Heartland site.
 - a. In general, Home events will be scheduled to occur at the Hampton site.
 - b. Geography of the visiting teams, local usage schedules, the need for multiple gyms, and the demand for seating capacity will be taken into account when making final, site determinations.
- C. A tentative, two-year home site-hosting plan (schedule) shall be prepared through mutual agreement of the A.D.'s of each partner school and submitted to the superintendents of each partner school for consultation and approval.
 - a. Subject to approval by the superintendents of all partner schools, the A.D.'s of the districts in the co-op shall have the discretion, through mutual agreement, to adjust home sites in accordance with the spirit and intent of this agreement.
 - b. The head school reserves the right to change/designate the site for events tentatively scheduled for one site to another site if specific conditions or the most recent information indicates a change in site is likely necessary. These decisions will be made after consulting with all other partner schools.
- D. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

6. Practices & Practice Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. In general, practices that take place after a school day will occur at the Hampton site.
 - a. The head coach will recommend daily practice sites in advance of the season in consultation with the A.D.'s.
 - b. The final determination of practice sites requires approval through mutual agreement of the A.D.'s of all partner schools.
 - c. Local usage schedules, the need for multiple gyms, logistics, and space demands will be taken into account when making such determinations.
- C. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) can take place at either site based on the head coach's discretion, pending approval by the A.D.'s of all partner schools.

Appendix JH-22: Junior High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
 - a. Practice balls
 - b. Game balls
 - c. Backboards, goals, nets, etc.
 - d. Locker / dressing / etc.
 - e. Scoreboard, etc.
 - f. Water, towels, ice, first aid & training supplies
 - g. Floor/surface prep, etc.
 - h. Bleachers, seating, etc.
 - i. Concessions, hospitality, etc.

- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Supplementary officials (score table personnel, etc.)
 - b. Scoreboard operators, sound operators, PA personnel, etc.
 - c. Ticket/gate personnel
 - d. Concessions / hospitality workers
 - e. **NOTE: Referees / Officials to be scheduled by the head AD**

- C. Site Operations Equipment & Supplies
 - a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
 - b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

Appendix JH-22: Junior High School Girls Basketball (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. An official uniform shall consist of and include the following:
 - a. Game uniform
 - i. a light (home) jersey and matching short
 - ii. a dark (away) jersey and matching short
 - iii. uniforms of a “reversible” nature shall be sufficient
 - b. Practice uniform
 - i. Reversible black and white practice jersey

- B. Basic requirements.
 - a. Jerseys and matching shorts must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
 - d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
 - f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

- C. The uniforms shall be preliminarily selected by the head coach.
 - a. All uniform selections will require final approval by both the AD’s and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD’s of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

- D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.
 - a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

9. Uniform Equipment

- A. This section has been intentionally left blank.

Appendix JH-31: Junior High School Boys & Girls Track (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

1. Head School

- A. Heartland will act as the head school.
- B. The head school AD is responsible for event scheduling, contracting referees, opponent contracts, NSAA, conference, district, state, etc.
- C. The head school AD (in person or by designee) is responsible for storing inventory, records, etc. owned by or specific to the co-op program.

2. Coaching Staff

- A. Coaches will be hired and assigned in accordance with the master agreement.
- B. Head Coach: the cooperatively sponsored program will have 1 head coach.
- C. Assistant Coaches: the number of assistant coaches will be determined through unanimous agreement of the superintendents of all partner schools in consideration of the following.
 - a. General guidelines.
 - i. Recommendations established in Appendix K.
 - ii. Recommendations of the ADs of all partner schools.
 - iii. Recommendations of the program's head coach.
 - iv. The unique safety, instructional, and logistical needs of the program.
 - b. It shall be within the discretion of the superintendents through unanimous agreement to add an at-large, or equally assigned, assistant coach, or coaches, to prior levels established through the execution of either 2.C.a or 2.C.c under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, or the logistical needs of the program warrants the consideration of an additional coach, or coaches, for the material benefit of the program and/or the inherent safety of the participants.
 - c. It shall be within the discretion of the superintendents through unanimous agreement to reduce an at-large, or equally assigned, assistant coach, or coaches, from prior levels established through the execution of either 2.C.a or 2.C.b under the following circumstances.
 - i. The inherent safety of the participants, the instructional needs of the participants, and the logistical needs of the program does not require the number of assistant coaches established through the execution of either 2.C.a or 2.C.b; and such a reduction does not significantly or substantially reduce the material benefits of the program and/or the inherent safety of the participants.
- D. If either partner school is unable to assign its designated equal-share assistant coach, that partner school may request the other school(s) to assign a qualified assistant coach from their district. The assigned assistant coach will be compensated by the assigning school according to the salary schedule of the assigning school. The assigning school will invoice the requesting school for the necessary payroll costs at the beginning of the season for which the coach is assigned. Payroll costs will be equal to the scheduled, extra-duty stipend, FICA, and NPERS.

Appendix JH-31: Junior High School Boys & Girls Track (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

3. Meet Scheduling

- A. Generally speaking, at its inception, this cooperatively sponsored program will adopt the pre-existing schedule of Heartland Community Schools.
- B. The AD of the head school in consultation with the AD's of partner schools will be responsible for meet/event scheduling.
- C. Scheduling should be done with the intent of creating long-term balance in Home/Away matchups.
- D. Scheduling should be done with the intent of providing maximum opportunities for student-athletes to compete, to develop, and to excel.
- E. To the greatest extent that is reasonably possible, scheduling should be done in a manner that supports academic success while balancing the totality of the demands on student-athletes and the logistical considerations of all stakeholders with regards to time/travel.
- F. It is the intent of all partner schools that comprehensive scheduling efforts should maximize opportunities for all developmental-levels (A, B, C-team) to participate in competitive opportunities that are numerous, balanced, and developmentally advantageous.
- G. Unless otherwise expressly and formally agreed to in writing as authorized by a majority vote of each of the individual boards of the partner schools party to this agreement; it is the intent of all partner schools that comprehensive scheduling should ensure compliance with all applicable rules, regulations, and by-laws of partner schools, NDE Rule 10, NSAA, and/or affiliated conference.
- H. To the greatest extent that is reasonably possible and can be done in alignment with all other scheduling goals, it is the intent of all partner schools to allow for the continuation of tournaments hosted by any of the partner schools and established prior to the inception of the first generation, cooperative sponsorship agreement.

Appendix JH-31: Junior High School Boys & Girls Track (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

4. Host Site Administrator

- A. Unless otherwise designated, the Heartland AD shall be designated the Heartland site administrator and shall be responsible (in person or by designee) for all contests hosted at Heartland (i.e. supervision, workers, paying personnel, programs, media, etc.).
- B. Unless otherwise designated, the Hampton AD shall be designated the Hampton site administrator and shall be responsible (in person or by designee) for all contests hosted at Hampton (i.e. supervision, workers, paying personnel, programs, media, etc.).
- C. The host site administrator and the host school shall be responsible for the following:
 - a. The host school will pay referees that officiate events at their site.
 - b. The host school will pay event workers that work events at their site.
 - c. The host school will take admissions at an agreed upon rate stipulated elsewhere in this agreement.
 - d. The host school will accept staff, student, family passes, courtesy passes presented to them by attendees that are provided to them by any partner school.
 - e. The host school will not accept passes other than those provided by a partner school, the conference for which the cooperatively sponsored program is affiliated, the NSAA, or bona fide press personnel.
 - f. The host school will keep appropriate records including Appendices B for the purposes of reconciling and reimbursing partner schools with regard to operational revenues and costs.

Appendix JH-31: Junior High School Boys & Girls Track (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

5. Home Meet Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of home events for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. Home events will take place at the Heartland site.
- C. Additional Groups.
 - a. Site scheduling to facilitate concessions, pep band, soup suppers, fundraisers, etc. should be worked out equitably and in advance through communication, scheduling, planning, and the established chain of command.
 - b. It shall be the responsibility of the AD's of the partner schools to complete said scheduling.
 - c. All such matters shall run under the direction of the local site administrator.

6. Practices & Practice Locations

- A. It shall be within the discretion of the superintendents, through unanimous agreement, on either a systemic or emergency-basis, to alter the locations of practices for the specific purpose of balancing the totality of the comprehensive co-operative sponsorship agreement and maximizing the efficient use of available facilities and transportation resources.
- B. In general, practices that take place after a school day will occur at the Heartland site.
- C. Practices that take place other than after a school day (e.g. before school, weekends, during vacation/break, etc.) can take place at either site based on the head coach's discretion, pending approval by the A.D.'s of all partner schools.

Appendix JH-31: Junior High School Boys & Girls Track (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

7. Site Operations

- A. The AD of each partner school will be required to provide for all equipment necessary for effective, efficient, and conventional operations of all games, practices, etc. that are held/hosted at their site school.
 - a. Watches and timing equipment
 - b. Hurdles
 - c. Landing mats
 - d. Jumping pits
 - e. Standards and crossbars
 - f. Implements
 - g. Starter's equipment, clerking equipment, administrative equipment, communications equipment
 - h. Water, towels, ice, first aid & training supplies
 - i. Bleachers, seating, etc.
 - j. Concessions, hospitality, etc.

- B. The AD of each partner school will be required to provide for all personnel necessary to perform the required in-game and support functions of all games, practices, etc. that are held/hosted at their site school.
 - a. Officials
 - b. Scoreboard operators, sound operators, PA personnel, etc.
 - c. Ticket/gate personnel
 - d. Concessions / hospitality workers
 - e. Clerks, runners, pickers, timers
 - f. Finish line / timing systems and personnel
 - g. **NOTE: Referees / Officials to be scheduled by the head AD**

- C. Site Operations Equipment & Supplies
 - a. Each partner school will provide the necessary equipment, supplies, and infrastructure as identified in sub-section A above. All partner schools stipulate that all necessities may not be identified with what is listed herein and agree to provide equipment, supplies, infrastructure as needed.
 - b. Each partner school will procure and provide all items encompassed in this section at their own expense and will maintain ownership of such items beyond their required use for the cooperatively sponsored program.

Appendix JH-31: Junior High School Boys & Girls Track (25-26 & 26-27)
Hampton Public Schools & Heartland Community Schools

8. Uniforms

- A. An official uniform shall consist of and include the following:
 - a. a singlet/top and matching short
 - b. a “sweats” top and matching bottom

- B. Basic requirements.
 - a. Singlet/top and matching shorts must be clearly representative of the name, mascot, and colors of the cooperative sponsorship.
 - b. The official uniform may not include any elements or characteristics that are prohibited by the NSAA or by the rules and/or policies of any partner school.
 - c. Other components may be added to the official uniform through unanimous agreement between the superintendents of all partner schools.
 - d. Uniform selection will be done with the intent of meeting and modeling basic community standards.
 - e. Uniform selection will be done with the intent of preserving the esteem and dignity of participants and properly accounts for needs specific to age and gender of the participants.
 - f. Deviation from the official uniform may only be done through unanimous agreement between the superintendents of all districts participating in the co-op.

- C. The uniforms shall be preliminarily selected by the head coach.
 - a. All uniform selections will require final approval by both the AD’s and the superintendents of each district participating in the co-op.
 - b. No uniforms may be ordered and/or purchased without the prior approval of both superintendents.
 - c. The AD of the head school shall in consultation with the AD’s of the partner schools be responsible for ensuring that all uniform orders are accurate and appropriate in regards to quantity, numbering, sizing, etc.
 - d. Uniforms selected for use at the beginning of each co-op agreement will be used for the entirety of the current agreement.

- D. It shall be the responsibility of the AD of the head school to ensure that inventory of uniforms is completed and maintained each year.
 - a. Uniforms will be stored at the site of the head school unless otherwise agreed upon by the superintendents of all partner schools.

9. Uniform Equipment

- A. This section has been intentionally left blank.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.2	1	Safety concerns from Owner?				Open

Inspections

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.1	1	Status of Inspections by				Open
<p>Description</p> <ul style="list-style-type: none"> • Owner <ul style="list-style-type: none"> ◦ none • C&E <ul style="list-style-type: none"> ◦ OH Inspection for area A <ul style="list-style-type: none"> ▪ 2.19.25 • HCI <ul style="list-style-type: none"> ◦ WIP Inspections <ul style="list-style-type: none"> ▪ CMU ▪ Fluid applied ▪ Brick ▪ Framing ▪ In Wall Inspections ▪ Insulation Inspection ▪ OH Inspection ▪ roofing area B ▪ Blocking area C • Third-Party testing <ul style="list-style-type: none"> ◦ <ul style="list-style-type: none"> ▪ ◦ ◦ none as of last OAC 						

Schedule

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.1	1	Project Schedule - 4 Week look ahead				Open
<p>Description</p> <ul style="list-style-type: none"> • See attached 4wk look ahead • WORK COMPLETED and Ongoing work: <ul style="list-style-type: none"> ◦ Area A: <ul style="list-style-type: none"> ▪ OH Rough ins are complete 						

- Drywall install is 95% complete
- Drywall finish is complete
 - complete where drywall is complete
- Brick is 90% complete
- Grid complete
- Tile has started
- Area B:
 - Steel is complete
 - parapet framing complete
 - Brick is 90% complete
- Area C:
 - Area C Weight and Locker rooms
 - CMU fixes complete
 - framing
 - Top Rock
 - OH MEP rough ins
 - entrance framing and soffits
 - New Entrance/Concessions
 - Exterior Framing complete
 - exterior sheathing complete

• 4 WEEK LOOK AHEAD

-
- LOCKER ROOM/WEIGHT ROOM ADDITION (AREA C)
 - Framing of Hard lids
 - Air barrier finish
 - Paint weights walls and ceiling
 - Brick
 - Hang Drywall
 - Backing install
 - MEP in wall rough ins
 - Direct applied EFIS
 - Metal Panel Install
 - Insulation Install
 - Paint locker rooms
 - insulation install
- NEW DAY CARE (AREA A)
 - Bathroom Tile
 - Install ceiling grid
 - MEP wall Trim Out
 - MEP ceiling Trim out
 - Bathroom Accessories
 - cabinet install
 - carpet tile
 - Direct Applied EFIS
 - Metal Siding install
- NEW CLASSROOM ADDITION (Area B)

- roof curbs
- Roofing
- Interior Framing
- MEP OH Rough ins
- paint
- NEW LOBBY/CONCESSIONS (AREA C)
 - MEP underground rough ins
 - Demo of Exterior brick wall
 - SOG
 - EFIS
 - Metal Panels
 - Interior Framing
 - Roofing
 - MEP In Wall Rough ins

Official Documented Meeting Minutes

Work completed/ongoing work:

Area A: HCI will ensure that the correct tile is being installed.

Area C: CMU fixes are complete. Lucas will get an inspection scheduled.

4 Week Look Ahead:

Area A: HCI will ensure that air barrier is installed before the metal wall panels get installed.

Area C New Lobby/Concessions: Demo of the exterior wall will happen before SOG.

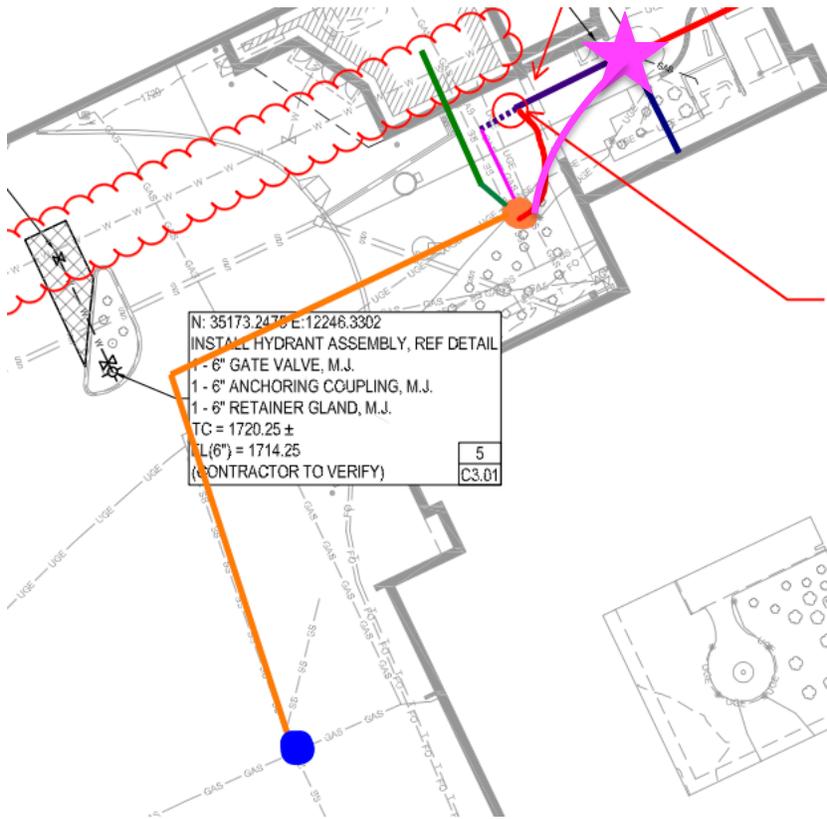
Area C New Lobby/Concessions: HCI to work with A&E to maintain connection of all fire alarm to the AG shop while demoing exterior wall.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.2	1	Weather delays				Open
<p>Description <u>Adverse Weather Days</u> - Claimed 0 weather days since last meeting.</p>						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.3	1	Other delays				Open
<p>Description Items currently causing delays to the project schedule: -</p>						

Action Items

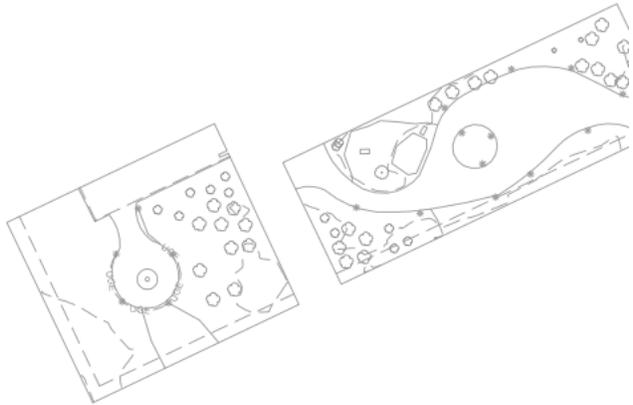
No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
4.1	1	Review Action Items				Open
<p>Description</p> <ul style="list-style-type: none"> • Open for discussion • Mock-ups 						

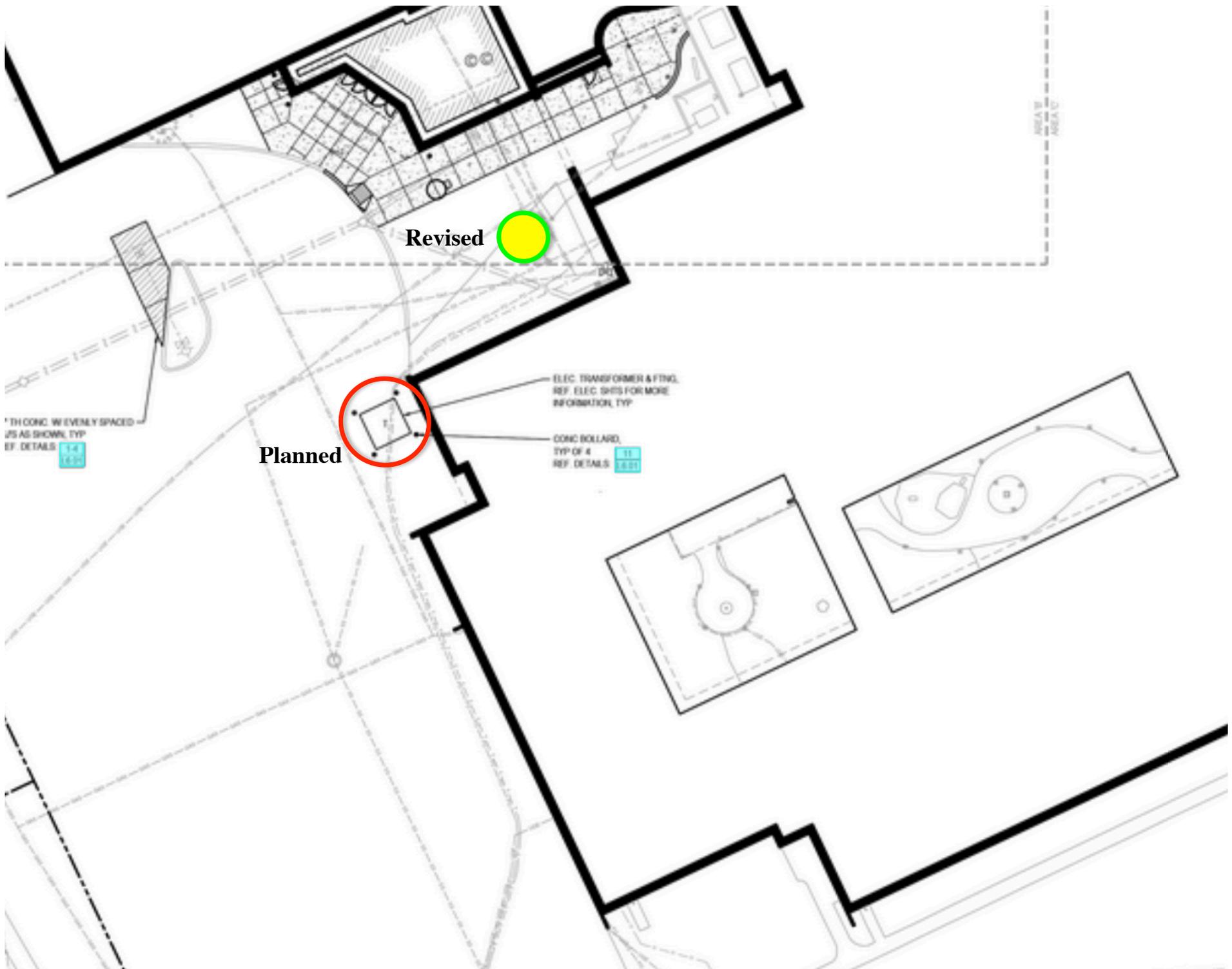


N: 35173 2475 E: 12246.3302
 INSTALL HYDRANT ASSEMBLY, REF DETAIL
 1 - 6" GATE VALVE, M.J.
 1 - 6" ANCHORING COUPLING, M.J.
 1 - 6" RETAINER GLAND, M.J.
 TC = 1720.25 ±
 L(6") = 1714.25
 (CONTRACTOR TO VERIFY)

5
C3.01

**INSTALL PUMP
 STATION TO
 INTERCEPT 10"
 SEWER LINE AND
 PUMP TO EXISTING
 MANHOLE**

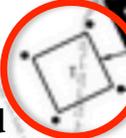




Revised



Planned



ELEC. TRANSFORMER & FTNG.
REF. ELEC. SHES FOR MORE
INFORMATION, TYP

CONC BOLLARD,
TYP OF 4
REF. DETAILS

11
8.01

1" TH CONC. W/ EVENLY SPACED
JTS AS SHOWN, TYP
REF. DETAILS

1-4
8.04

AREA W
AREA C



December 18, 2024

To: Heartland Community School Administration and Board
From: Henderson Child Development Center (HCDC) Board
Re: Childcare Building Arrangement

Dear Mr. Klein and HCS Board,

Please find attached a copy of our Nebraska Child Care License as requested via social media. Our previously submitted letter of consideration outlined our program and interest in contracting with the school to provide expanded daycare services to the community.

We look forward to hearing from the HCS Board so that we can be of service to parents in Henderson and surrounding communities. Quality care of young children continues to be a top priority of our organization, and we welcome this opportunity to partner with HCS.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dot Quiring', written in a cursive style.

Dot Quiring
HCDC Board Chair

State of Nebraska

Department of Health and Human Services
Division of Public Health

BETHESDA COMMUNITY CHILD DEVELOPMENT CENTER

Is hereby authorized in compliance with laws of the State of Nebraska to establish and conduct an
Operating Family Child Care Home II

located at: PO BOX 225 1416 BIRCH ST Henderson NE 68371

A maximum of 12 children in ages 6 WKS to 12 YRS may be in attendance at any one time during the
hours of 0600 to 1900 on MTWTHF.

HENDERSON CHILD DEVELOPMENT CENTER OWNED BY BETHESDA COMMUNITY CHILD
DEVELOPMENT CENTER is hereby issued License No. FI19651 which is
effective on 05/31/2018

Amended: 05/04/2021

Given under the name and Seal of the Department
of Health and Human Services Division of Public
Health of the State of Nebraska at Lincoln on
May 4, 2021.



Gary J. Anthonie, MD

Gary J. Anthonie, MD
Chief Medical Officer
Director, Division of Public Health
Department of Health & Human Services

Heather Nunnenkamp



December 12, 2024

Mr. Jeremy Klien
Superintendent
Heartland Community School District
1501 Front Street
Henderson, NE 68371

Dr. Mr. Klien,

I am writing to inform you that I would be very interested in leasing the current child development center. I have roughly 23+ years of experience running and owning a childcare center.

I am currently married to my husband Mark Nunnenkamp and together we have 7 children and 2 grandchildren. I started my career in Early Childhood Education caring for a few children in my home in 2001 with just a few children. In 2005, I grew my in-home childcare center to maximum capacity of 10 children. I ran this business in Omaha, NE until 2016. At that time, I moved to Henderson, NE and began watching a few children out of my home, looking to grow into a childcare center. Due to my last child being born and having many complications I had to decide to stay home with my daughter for 3 years to get her to appointments for medical care. After returning to work I worked at York General Hospital in the medical coding office. I had always had a piece missing and that was childcare. I made a decision to start working with HCDC as the Primary Provider in 2021. I started working in the in-home II childcare with only 2 families still enrolled. Which in 3 months I had filled all the openings and was fully staffed. I ran this center for 3 years until I needed to find something with health insurance. I went to PAC 2 with Mary Lanning. Due to the distance and difficulties of being home for my children I had to find something closer to home. I am currently working at Head Start in York as a lead preschool teacher.

My passion is and always has been to work with children and I would have opened my own center here in town if there would have been a building available and my current home is not designed to operate childcare so that is why I don't currently have my own childcare center.

I have my associate's degree in early childhood education and am confident I can run the childcare center for the Henderson Community. I love the children in the community and have relationships with families here already. I am familiar with state regulations and know what needs to be done to get started with opening the center.

I believe in giving children a good start to the beginning of a long life of learning and growing. Education is very important to me and knowing I can provide that for children and families is a reward.

I pray that you consider me so that I can make an impact with the young children in the community.

HEARTLAND COMMUNITY SCHOOLS 2024 - 2025 SCHOOL CALENDAR

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Aug. 9	New Teacher Orientation
Aug. 12-14	Teacher Inservice
Aug. 15	K-12 Classes Begin (11:40 Dismissal)
Sept. 2	No School - Labor Day
Sept. 9	No School - Professional Development
Oct. 11	Last Day - 1st Quarter
Oct. 14	First Day - 2nd Quarter
Oct. 21	No School - Professional Development
Oct. 21	PTC 4:30 PM - 8:30 PM
Oct. 22	PTC 4:30 PM - 8:30 PM
Oct. 25	No School - Fall Break
Nov. 8	No School - Professional Development
Nov. 27-29	No School - Thanksgiving Break
Dec. 20	Last Day - 1st Semester
Dec. 22-26	NSAA Moratorium
Dec. 23-31	No School - Holiday Break

Jan. 1 - 3	No School - Holiday Break
Jan. 6 - 7	No School - Professional Development
Jan. 8	Classes Resume / 1st Day - 2nd Semester
Jan. 17	No School - Mid-Winter Break
Feb. 14	No School - Mid-Winter Break
Mar. 7	No School - Professional Development
Mar. 10	PTC 4:30 PM - 8:30 PM
Mar. 11	PTC 4:30 PM - 8:30 PM
Mar. 12	Last Day - 3rd Quarter
Mar. 13	No School - Winter Break
Mar. 14	No School - Winter Break
Mar. 17	First Day - 4th Quarter
Apr. 15	No School - Staff Workday (HS Track Invite)
Apr. 18	No School - Spring Break
Apr. 21	No School - Spring Break
May 7	Seniors' Last Day
May 11	Graduation
May 21	Last Day - 2nd Semester (11:30 Dismissal)
May 22	Teacher Workday

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	Beginning/End of Term
	No School - Professional Development
	No School - Break
	Parent-Teacher Conferences
	Early Dismissal
	Event
	Curriculum Development

1st Quarter	40	Student Days
	44	Teacher Days
2nd Quarter	44	Student Days
	47	Teacher Days
3rd Quarter	43	Student Days
	47	Teacher Days
4th Quarter	45	Student Days
	47	Teacher Days
1st Semester	84	Student Days
	91	Teacher Days
2nd Semester	88	Student Days
	94	Teacher Days
School Year	172	Student Days
	185	Teacher Days

Additional days for students and/or staff will be added to the end of the year if it is determined to be necessary.

NSAA DATES	
Start of Fall Practices	Aug. 12
District Golf	Oct. 7-8
State Golf	Oct. 14-15
State Football 1st Rd.	Oct. 24
State Volleyball	Nov. 6-7-8-9
Start of Winter Practices	Nov. 18
District One-Act	Week of Dec. 2
NSAA Moratorium	Dec. 22-26
Girls State Basketball	Mar. 5-6-7-8
Boys State Basketball	Mar. 12-13-14-15
Start of Spring Practices	Mar. 3
District Music	Week of Apr. 22
District Track	May 14 or 15
District Golf	May 19-20
State Track	May 23-24
State Golf	May 28-29



Heartland Community Schools
1501 Front Street
Henderson, NE 68371
Phone: 402-723-4434
www.heartlandschools.org

HEARTLAND COMMUNITY SCHOOLS
EMPOWERING EXCELLENCE - Every Student, Every Day

Minutes for
Board of Education Regular Meeting

Monday, January 20, 2025 7:00 PM
Conference Room
1501 Front St
Henderson, NE 68371-8929

Notice of the meeting was posted in the Henderson News on January 16, 2024.

Attendance

1. **Preliminary Procedures**

1.1. **Call to Order**

1.2. **Recognize Open Meetings Act Posting**

1.3. **Public Notice of the Meeting**

1.4. **Roll Call**

1.5. **Oath of Office**

2. **Election Of Officers For 2025**

2.1. **President**

Nominations were as follows: Tyler Newton Motion to close nominations Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

Nominations were as follows: Tyler Newton was nominated by Lacey Gloystein. Motion to close nominations Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.

Tyler Newton: Abstain (With Conflict), Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tammy Ott: Yea

2.2. **Vice President**

Nominations were as follows: Ryan Goertzen was nominated by Lacey Gloystein. Motion to close Passed with a motion by Jebidiah Mierau and a second by Jen Hiebner.

Ryan Goertzen: Abstain (With Conflict), Lacey Gloystein: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

2.3. **Secretary**

Nominations were as follows: Tammy Ott was nominated by Jen Hiebner. Motion to close Passed with a motion by Ryan Goertzen and a second by Jebidiah Mierau.

Tammy Ott: Abstain (With Conflict), Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea

3. **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.

4. **Reports**

4.1. **Superintendent's Report**

4.2. Principals' Reports

5. Discussion Items

5.1. Conflict Of Interest Statements

5.2. Committee Assignments

5.3. Discuss Time/Date For Board Retreat

The Board recommended a date for the Board Retreat:
February 20th @ 5:30 PM at the York Country Club.

5.4. Discuss Time/Date For Special February Meeting

The Board set the date for the Special February Meeting on February 12th at 6PM.

5.5. Discuss Early Childhood Facility Lessee Application Requests

5.6. Discuss Early Childhood Facility Lease Agreement

5.7. Discuss Bin Site Demolition Bids

5.8. Discuss Cooperative Sponsorship of Sports With Hampton Public Schools

5.9. Discuss Building & Construction Update

6. Action Items

6.1. Adopt Policy Re-Adoption Resolution

Adopt the resolution as presented for re-adoption of all existing policies, regulations, and handbooks for the governance of the district. Passed with a motion by Jen Hiebner and a second by Jebidiah Mierau.
Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

6.2. Approve Designation Of Authorized Account Signatories

6.2.1. Cornerstone Bank

Approve the designation of Tyler Newton, Ryan Goertzen, Tammy Ott, and Jeremy Klein as authorized signatories on all of Heartland Community Schools' bank accounts held with Cornerstone Bank. Passed with a motion by Jen Hiebner and a second by Jebidiah Mierau.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

6.2.2. Henderson State Bank

Approve the designation of Tyler Newton, Ryan Goertzen, Tammy Ott, and Jeremy Klein as authorized signatories on all of Heartland Community Schools' bank accounts held with Henderson State Bank. Passed with a motion by Jen Hiebner and a second by Jebidiah Mierau.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

6.3. Approve 2023-2024 Auditor's Report

Approve the 2023-2024 auditor's report as presented. Passed with a motion by Jen Hiebner and a second by Lacey Gloystein.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

6.4. Approve Bin Site Demolition Bid

Motion to accept and approve the bid from National Concrete Cutting Inc for a base bid of \$174,000 and a maximum dirt infill cost of \$30,000 at a unit price of \$30/cu yard. Passed with a motion by Jebidiah Mierau and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

6.5. Approve Superintendent Evaluation Framework

Approve the 2025 superintendent evaluation framework as presented. Passed with a motion by Lacey Gloystein and a second by Ryan Goertzen.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

6.6. Approve Weight Room Equipment Proposal

Approve and authorize the purchase of new weight room equipment from Sorinex Exercise Equipment Inc. for a total cost of \$257,980.11. Passed with a motion by Lacey Gloystein and a second by Tammy Ott.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

6.7. Approve Weight Room Flooring Proposal

Approve and authorize the purchase and installation of new, 1-inch, weight room flooring from Sorinex Exercise Equipment for the cost of \$89,763.63. Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

6.8. Approve Negotiated Agreement For 2025-2026

Approve the negotiated agreement with the Heartland Education Association for the 2025-2026 contract year as presented. Passed with a motion by Jen Hiebner and a second by Ryan Goertzen.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

7. Consent Agenda

Motion to approve consent agenda Passed with a motion by Jen Hiebner and a second by Ryan Goertzen.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

7.1. Approval of Minutes

7.1.1. *Regular Meeting: December 9, 2024*

7.2. Approval of Treasurer's Report

7.3. Approval of Claims

7.4. Financial Reports

7.5. Approval Of Construction Claims

7.6. Appoint At-Will Board Treasurer

7.7. Appoint Superintendent As Non-Discrimination Compliance Coordinator

7.8. Appoint Superintendent As Authorized Representative For All Federal, State, and Inter-Local Programs

8. Adjournment

Motion to adjourn at 10:13 PM Passed with a motion by Lacey Gloystein and a second by Jen Hiebner.

Lacey Gloystein: Yea, Ryan Goertzen: Yea, Jen Hiebner: Yea, Jebidiah Mierau: Yea, Tyler Newton: Yea, Tammy Ott: Yea

Board President

Board Secretary

<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
Checking	1		
Checking	1	Fund: 01 GENERAL FUND	
31861	AMAZON CAPITAL SERVICES	SUPPLIES	410.00
31862	ATS, LLC	JANITORIAL SERVICES	8,844.00
31863	AURORA NEWS-REGISTER	SUBSCRIPTION	58.65
31864	BLACK HILLS ENERGY	NATURAL GAS	8,694.38
31865	BURTON ENTERPRISES	TRASH REMOVAL	220.00
31866	CENGAGE LEARNING	SUPPLIES	216.20
31867	CENTRAL VALLEY AG	SERVICES	5,453.95
31868	CITY OF HENDERSON	WATER/SEWER	595.14
31869	CLAUSEN, TAMALA		8,553.81
31870	CRITEL ENTERPRISES, LLC	SERVICES	449.50
31871	EAKES OFFICE SOLUTIONS	SUPPLIES	193.76
31872	ELECTRONIC SYSTEMS	SUPPLIES	923.60
31873	ESSENTIAL SCREENS	DRUG SCREENING	22.00
31874	ESU 6	SERVICES	475.72
31875	ESU 9	SERVICES	39.60
31876	FIVE STAR TRUCK CENTER	BUS WASH	97.00
31877	FRIESEN AUTO	SERVICES	6.63
31878	GRAINGER	SUPPLIES	231.60
31879	HAMILTON COUNTY CLERK	GENERAL ELECTION COSTS	100.00
31880	HD SUPPLY	SUPPLIES	1,019.47
31881	HENDERSON HEALTH CARE	SERVICES	70.00
31882	HENDERSON MEAT PROCESSOR	SUPPLIES	41.86
31883	HENDERSON MOTORS	SERVICES	1,921.38
31884	HOMETOWN LEASING	COPY MACHINE LEASE	1,429.84
31885	INSPIRA FINANCIAL	CAFETERIA 125 PLAN	300.00
31886	J.W. PEPPER & SON	SUPPLIES	392.14
31887	MAINSTAY COMMUNICATIONS	TELEPHONE	362.59
31888	MAINSTAY TECHNOLOGY	SERVICES	581.25
31889	MCI	TELEPHONE	85.43
31890	MENARDS	SUPPLIES	1,321.46
31891	MENARDS	SUPPLIES	2,378.89
31892	MIDWEST BUS PARTS, INC		41.45
31893	NASB	REGISTRATION	4,877.00
31894	PERENNIAL PUBLIC POWER DISTRICT	ELECTRICITY	4,501.09
31895	PETERSON'S PETAL COMPANY	SUPPLIES	66.00
31896	QUILL	SUPPLIES	617.64
31897	SERVICE PRESS	SERVICES	93.38
31898	SUTTON PUBLIC SCHOOLS	DISTRICT MUSIC CONTEST	100.00
31899	TAC - TRANSPORTATION ACCESSORIES CO	SUPPLIES	209.45
31900	THAYER CENTRAL COMMUNITY SCHOOLS	REGISTRATION	75.00
31901	TIME MANAGEMENT SYSTEMS	SERVICES	124.00
31902	TRI COUNTY AUTO	SERVICES	1,815.12
31903	UNITE PRIVATE NETWORKS	SERVICES	428.98
31904	VERIZON WIRELESS	TELEPHONE	169.72
31905	VOSS LIGHTING	SUPPLIES	1,217.00

NEW BOARD REPORT

<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>	
31906	YORK ACE HARDWARE	SUPPLIES	35.57	
				Fund Total: 59,861.25
				Checking Account Total: 59,861.25
<u>Checking</u>				2
Checking	2	Fund: 02	DEPRECIATION RESERVE FUND	
1131	A-MAY-ZING CONSTRUCTION & PLUMBING SERVICES LLC		19,600.00	
				Fund Total: 19,600.00
				Checking Account Total: 19,600.00
<u>Checking</u>				6
Checking	6	Fund: 06	SCHOOL LUNCH/MILK FUND	
4305	AMAZON CAPITAL SERVICES	SUPPLIES	168.32	
4306	HENDERSON MEAT PROCESSOR	SUPPLIES	2,474.50	
4307	HILAND DAIRY	SUPPLIES	1,756.14	
4308	SUPREME SCHOOL SUPPLY	SUPPLIES	47.31	
4309	SYSCO	SYSCO	6,285.62	
4310	US FOODS	SUPPLIES	3,366.20	
				Fund Total: 14,098.09
				Checking Account Total: 14,098.09
<u>Checking</u>				8
Checking	8	Fund: 08	SPECIAL BUILDING FUND	
1091	CLARK & ENERSEN	SERVICES	12,917.54	
1092	HAUSMANN CONSTRUCTION	SERVICES	1,096,195. 65	
1093	SORINEX EXERCISE EQUIPMENT, INC.		173,871.88	
				Fund Total: 1,282,985.07
				Checking Account Total: 1,282,985.07

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: 6

INVOICE NO: 24026006

PERIOD: 01/01/25 - 01/31/25

PROJECT NO: 24-026

FROM CONTRACTOR:

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

VIA ARCHITECT/ENGINEER:

Shane Nickelson (Clark & Enersen, Inc.)
1010 Lincoln Mall Suite 200
Lincoln, Nebraska 68508

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	\$75,297.40
3. Contract Sum to date (Line 1 ± 2)	\$10,306,797.40
4. Total completed and stored to date (Column G on detail sheet)	\$6,239,596.13
5. Retainage:	
a. 10.00% of completed work	\$601,104.33
b. 10.00% of stored material	\$22,855.31
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$623,959.64
6. Total earned less retainage (Line 4 less Line 5 Total)	\$5,615,636.49
7. Less previous certificates for payment (Line 6 from prior certificate)	\$4,519,440.84
8. Current payment due:	\$1,096,195.65
9. Balance to finish, including retainage (Line 3 less Line 6)	\$4,691,160.91

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$107,962.84	\$(32,665.44)
Total approved this month:	\$0.00	\$0.00
Totals:	\$107,962.84	\$(32,665.44)
Net change by change orders:	\$75,297.40	

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. DS
SK DS
M

Signed by: 
By: 3DF7F6E8C1E544E... Date: 1/23/2025

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: \$1,096,195.65

(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:  Date: 01/24/2025

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	\$234,461.78	\$42,100.00	\$0.00	\$276,561.78	58.22%	\$198,438.22	\$27,656.18
6	006 - Testing and Inspections		\$44,310.00	\$21,081.00	\$9,500.00	\$0.00	\$30,581.00	69.02%	\$13,729.00	\$3,058.10
7	007 - Owner Contingency		\$75,000.00	\$8,860.37	\$0.00	\$0.00	\$8,860.37	11.81%	\$66,139.63	\$886.04
8	008 - Selective Demolition		\$47,790.00	\$14,289.50	\$0.00	\$0.00	\$14,289.50	29.90%	\$33,500.50	\$1,428.95
9	009 - Footing and Foundations		\$351,000.00	\$342,400.00	\$663.06	\$0.00	\$343,063.06	97.74%	\$7,936.94	\$34,306.31
10	010 - Flatwork		\$355,000.00	\$153,475.00	\$45,837.00	\$0.00	\$199,312.00	56.14%	\$155,688.00	\$19,931.20
11	011 - Masonry		\$911,000.00	\$835,081.05	\$23,500.00	\$0.00	\$858,581.05	94.25%	\$52,418.95	\$85,858.11
12	012 - Steel Supply		\$310,000.00	\$310,000.00	\$0.00	\$0.00	\$310,000.00	100.00%	\$0.00	\$31,000.00
13	013 - Steel Install		\$156,251.00	\$123,589.53	\$21,500.00	\$0.00	\$145,089.53	92.86%	\$11,161.47	\$14,508.95
14	014 - Rough Carpentry		\$127,000.00	\$91,000.00	\$23,000.00	\$0.00	\$114,000.00	89.76%	\$13,000.00	\$11,400.01
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	\$186,050.00	\$37,345.00	\$0.00	\$223,395.00	73.24%	\$81,605.00	\$22,339.50
18	018 - Air Barrier and Waterproofing		\$82,373.00	\$63,211.90	\$15,000.00	\$0.00	\$78,211.90	94.95%	\$4,161.10	\$7,821.19
19	019 - Joint Sealants and Fireproofing		\$51,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	9.80%	\$46,000.00	\$500.00
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	\$1,800.00	\$0.00	\$166,679.66	\$168,479.66	38.29%	\$271,520.34	\$16,847.97
24	024 - Overhead Doors		\$25,000.00	\$0.00	\$0.00	\$17,374.38	\$17,374.38	69.50%	\$7,625.62	\$1,737.44
25	025 - Framing, Drywall, and Insulation		\$244,159.00	\$151,000.00	\$67,810.00	\$0.00	\$218,810.00	89.62%	\$25,349.00	\$21,881.00
26	026 - Hardcoat Exterior Finish System		\$30,000.00	\$0.00	\$16,500.00	\$0.00	\$16,500.00	55.00%	\$13,500.00	\$1,650.00

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				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	\$26,500.00	\$0.00	\$26,500.00	31.18%	\$58,500.00	\$2,650.00
30	030 - Toilet, Bath, and Fire Protection Specialties		\$20,426.00	\$0.00	\$18,350.00	\$0.00	\$18,350.00	89.84%	\$2,076.00	\$1,835.00
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	\$20,754.00	\$0.00	\$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	\$44,499.00	\$44,499.00	27.38%	\$118,001.00	\$4,449.90
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	\$235,650.00	\$0.00	\$235,650.00	36.85%	\$403,850.00	\$23,565.00
41	041 - Plumbing		\$635,000.00	\$268,101.00	\$135,418.00	\$0.00	\$403,519.00	63.55%	\$231,481.00	\$40,351.90
42	042 - HVAC		\$1,625,000.00	\$769,743.00	\$211,250.00	\$0.00	\$980,993.00	60.37%	\$644,007.00	\$98,099.30
43	043 - Electrical		\$1,100,000.00	\$587,915.00	\$127,160.00	\$0.00	\$715,075.00	65.01%	\$384,925.00	\$71,507.50
44	044 - Earthwork and Site Clearing		\$195,650.00	\$173,802.50	\$0.00	\$0.00	\$173,802.50	88.83%	\$21,847.50	\$17,380.25
45	045 - Track Surfacing		\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$2,500.00
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	\$6,562.00	\$0.00	\$0.00	\$6,562.00	14.58%	\$38,438.00	\$656.20
49	049 - Site Utilities		\$335,500.00	\$303,823.00	\$20,005.00	\$0.00	\$323,828.00	96.52%	\$11,672.00	\$32,382.80
50	050 - PCCO 001									
	50.1 PCCO #001 PCCO #001									

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				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	50.1.1	PCO #004 PCO #004 - PR 002 - Rolling Door 333 - Substitution	(\$5,000.00)	(\$5,000.00)	\$0.00	\$0.00	(\$5,000.00)	100.00%	\$0.00	(\$500.00)
	50.1.2	PCO #002 PCO #002 - PR 001 - Wire Mesh	(\$13,914.00)	(\$13,914.00)	\$0.00	\$0.00	(\$13,914.00)	100.00%	\$0.00	(\$1,391.40)
	50.1.3	PCO #001 PCO #001 - Masonry Testing and Inspections	\$22,827.00	\$20,000.00	\$2,827.00	\$0.00	\$22,827.00	100.00%	\$0.00	\$2,282.70
	PCCO #001 Subtotals		\$3,913.00	\$1,086.00	\$2,827.00	\$0.00	\$3,913.00	100.00%	\$0.00	\$391.30
050 - PCCO 001 Subtotals			\$3,913.00	\$1,086.00	\$2,827.00	\$0.00	\$3,913.00	100.00%	\$0.00	\$391.30
51 051 - PCCO 002										
	51.1 PCCO #002 PCCO #002									
	51.1.1	PCO #008 PCO #008 - PR-003: Seeded Island Pavement Revision	\$724.27	\$724.27	\$0.00	\$0.00	\$724.27	100.00%	\$0.00	\$72.43
	51.1.2	PCO #006 PCO #006 - PR-006 HRU Electrical Connections	\$3,096.08	\$0.00	\$3,096.08	\$0.00	\$3,096.08	100.00%	\$0.00	\$309.61
	51.1.3	PCO #007 PCO #007 - PR-005: Restroom Heaters	(\$2,140.00)	(\$2,140.00)	\$0.00	\$0.00	(\$2,140.00)	100.00%	\$0.00	(\$214.00)
	51.1.4	PCO #009 PCO #009 - PR 007: CMU Vestibule Footings	\$5,324.49	\$5,324.49	\$0.00	\$0.00	\$5,324.49	100.00%	\$0.00	\$532.45
	PCCO #002 Subtotals		\$7,004.84	\$3,908.76	\$3,096.08	\$0.00	\$7,004.84	100.00%	\$0.00	\$700.49
051 - PCCO 002 Subtotals			\$7,004.84	\$3,908.76	\$3,096.08	\$0.00	\$7,004.84	100.00%	\$0.00	\$700.49
52 052 - PCCO 003										
	52.1 PCCO #003 PCCO #003									
	52.1.1	PCO #015 PCO #015 - Lobby Carpet Asbestos Abatement	(\$2,456.00)	(\$2,456.00)	\$0.00	\$0.00	(\$2,456.00)	100.00%	\$0.00	(\$245.60)
	52.1.2	PCO #017a #PCO # 017a - RFI 041 Site Utilities East Manhole Option 1: Stepping Cut	\$53,471.42	\$53,471.42	\$0.00	\$0.00	\$53,471.42	100.00%	\$0.00	\$5,347.14
	52.1.3	PCO #016 PCO #016 - RFI 058 - Missing Existing Water Line for New Fire Hydrant	\$13,364.14	\$13,364.14	\$0.00	\$0.00	\$13,364.14	100.00%	\$0.00	\$1,336.41
	PCCO #003 Subtotals		\$64,379.56	\$64,379.56	\$0.00	\$0.00	\$64,379.56	100.00%	\$0.00	\$6,437.95
052 - PCCO 003 Subtotals			\$64,379.56	\$64,379.56	\$0.00	\$0.00	\$64,379.56	100.00%	\$0.00	\$6,437.95
Grand Totals			\$10,306,797.40	\$4,923,031.95	\$1,088,011.14	\$228,553.04	\$6,239,596.13	60.54%	\$4,067,201.27	\$623,959.64