

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

Monday, October 14, 2013 8:00 PM
Conference Room
1501 Front Street
Henderson, NE 68371-8929

MISSION STATEMENT: Heartland Community Schools - Henderson/Bradshaw is dedicated to educating all students by providing challenging opportunities to learn according to individual needs.

Mr. Kent Allen: Present
Mr. Gary Braun: Present
Mr. Paul Brune: Present
Mr. Glenn Larson: Present
Mr. Boyd Stuhr: Present
Mrs. Debra Wilhelm: Present

1. Preliminary Procedures

1. Call to Order

2. Public Notice of the Meeting

3. Roll Call

2. Public Comments on Agenda Items

3. Public Comments on Topics Not on the Agenda

4. Reports

1. Superintendent's Report

2. Principals' Reports

Elementary news: students in grades 3-9 will be taking the NWEA MAP tests in reading language usage and mathematics. UNK speech pathology graduate students conducted hearings screenings for students in K-7 & 10th grade. Nebraska State Assessments in Reading & Math were given to students in grades 3-8 & 11. Science assessments in grades 5,8 & 11. Writing tests to 4,8,& 11. Complete results can be accessed at <http://reportcard.education.ne.gov> High School news: ten students attended the Sportsmanship Summit. 15 students are currently participating in the John Baylor Test prep. Mr. Carr took students who participate in the Southeast Nebraska Career Academy to Bryan LGH West for a field trip for hands-on instruction. School board

reviewed the elementary and high school multicultural report.

5. Discussion Items

1. Meeting Times

November-March meeting time 7:00 p.m. April-October meeting time 8:00 p.m.

2. Progress on Board Goals

3. Updates and Projects

6. Old Business

1. Final reading of Enrollment Option Policy

2. To approve the final reading of Policy JBA Passed with a motion by Mr. Kent Allen and a second by Mr. Glenn Larson.

3. Mr. Kent Allen: Yea, Mr. Gary Braun: Yea, Mr. Paul Brune: Yea, Mr. Glenn Larson: Yea, Mr. Boyd Stuhr: Yea, Mrs. Debra Wilhelm: Yea

4. Final reading of Admissions Policy

5. To approve the final reading of Policy JBB Passed with a motion by Mr. Gary Braun and a second by Mr. Boyd Stuhr.

6. Mr. Kent Allen: Yea, Mr. Gary Braun: Yea, Mr. Paul Brune: Yea, Mr. Glenn Larson: Yea, Mr. Boyd Stuhr: Yea, Mrs. Debra Wilhelm: Yea

7. Final reading of No Hazing policy

8. To approve the final reading of Policy IN Passed with a motion by Mr. Glenn Larson and a second by Mrs. Debra Wilhelm.

9. Mr. Kent Allen: Yea, Mr. Gary Braun: Yea, Mr. Paul Brune: Yea, Mr. Glenn Larson: Yea, Mr. Boyd Stuhr: Yea, Mrs. Debra Wilhelm: Yea

10. Final reading of State Standards policy

11. To approve the final reading of Policy IDB Passed with a motion by Mr. Kent Allen and a second by Mr. Gary Braun.

12. Mr. Kent Allen: Yea, Mr. Gary Braun: Yea, Mr. Paul Brune: Yea, Mr. Glenn Larson: Yea, Mr. Boyd Stuhr: Yea, Mrs. Debra Wilhelm: Yea

7. New Business

1. Mini-Bus Bids

2. To approve the bid from Nebraska Central Equipment for a 14 passenger mini-bus in the amount of \$64,502. Passed with a motion by Mr. Kent Allen and a second by Mr. Gary Braun.

3. Mr. Kent Allen: Yea, Mr. Gary Braun: Yea, Mr. Paul Brune: Yea, Mr. Glenn Larson: Yea, Mr. Boyd Stuhr: Yea, Mrs. Debra Wilhelm: Yea

4. Whole Child Membership

To approve the membership agreement with NCSA and the Whole Child Project in order to reduce childhood obesity failed due to lack of a second motion.

8. Future Agenda Items

9. Consent Agenda

10. Motion to approve the consent agenda Passed with a motion by Mr. Glenn Larson and a second by Mrs. Debra Wilhelm.

11. Mr. Kent Allen: Yea, Mr. Gary Braun: Yea, Mr. Paul Brune: Yea, Mr. Glenn Larson: Yea, Mr. Boyd Stuhr: Yea, Mrs. Debra Wilhelm: Yea

1. Approval of Minutes

2. Approval of Treasurer's Report

3. Approval of Claims

4. Financial Reports

5. Out of State Travel Requests

12. Executive Session

13. Motion to enter closed session for the purpose of discussing negotiations at 9:36 p.m. Passed with a motion by Mr. Glenn Larson and a second by Mr. Gary Braun.

14. Mr. Kent Allen: Yea, Mr. Gary Braun: Yea, Mr. Paul Brune: Yea, Mr. Glenn Larson: Yea, Mr. Boyd Stuhr: Yea, Mrs. Debra Wilhelm: Yea

15. Adjournment

The next scheduled meeting to be held on 11 November, 2013 at 7:00 p.m.

16. Motion to adjourn the meeting at 10:31 p.m. Passed with a motion by Mr. Boyd Stuhr and a second by Mr. Glenn Larson.

17. Mr. Kent Allen: Yea, Mr. Gary Braun: Yea, Mr. Paul Brune: Yea, Mr. Glenn Larson: Yea, Mr. Boyd Stuhr: Yea, Mrs. Debra Wilhelm: Yea

Board President

Board Secretary

BYLAWS OF NEBRASKA WHOLE CHILD PROJECT

Pursuant to the Nebraska Interlocal Cooperation Act (the “Act”), the Nebraska Whole Child Project Consortium Membership Agreement, and the Articles of Incorporation, the undersigned Directors hereby adopt the Bylaws of Nebraska Whole Child Project (the “Corporation”) to provide as follows:

Article I. Purpose

Section 1. Purpose. The Corporation is organized as a consortium pursuant to the Nebraska Interlocal Corporation Act to permit its member school districts, educational service units (ESUs), public universities, and state colleges, all of which shall be school districts, ESUs, universities, or state colleges that are duly organized and validly existing under the laws of the State of Nebraska, acting jointly: (i) to recognize the alarming trend of increasing student obesity and lack of student physical activity; (ii) to share best practices in student fitness, health, and wellness; (iii) to research, collect, report, and share data regarding student fitness, health and wellness from the consortium; and (iv) to effectuate a change in the culture at school districts, ESUs, and colleges across Nebraska to improve student fitness, health, and wellness.

Article II. Offices

The principal office of the Corporation in the State of Nebraska will be located in Lincoln, Nebraska. The Corporation may have such other offices, in the State of Nebraska, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

Article III. Members

Section 1. Membership. The members of the Corporation shall be the School Districts, Education Service Units, universities, and state colleges that are identified in Exhibit “A,” attached hereto as the same now exist or may be amended, from time to time in the future. There shall be only one class of membership in the Corporation. Additional members may be admitted from time to time upon approval by the Board of Directors of the Corporation.

Section 2. Qualifications and Obligations of Members. Membership is open to any school district, education service unit, university, or state college that: (i) is duly organized and validly existing under the laws of the State of Nebraska; and (ii) for school districts and ESUs, for school year commencing on or after September 1, 2013 is a member in good standing of the Nebraska Association of School Boards (NASB) and the superintendent or chief administrator is in good standing with the Nebraska Council of School Administrators (NCSA). All new members are official members of the Corporation upon approval by its governing board but must be approved by the Board of Directors of the Corporation at a

later date, and shall be admitted as a member upon satisfaction of conditions set forth by the Corporation's Board of Directors. Each member must agree to be bound by the Articles of Incorporation and these Bylaws, including any amendment thereto, and such rules and regulations as may be adopted from time to time by the Board of Directors. As a condition of membership, members must also enter into a Nebraska Whole Child Project Membership Agreement pursuant to which they agree to be bound by the terms of, and fulfill their obligations under, any agreements the Corporation may enter into with other entities or organizations.

Section 3. Annual Meetings. The first annual meeting of the members of the Corporation shall be held within one year from the date of the incorporation of the Corporation, and each subsequent regular annual meeting of the members shall be held annually thereafter, at such time and place as shall be stated in the notice of the meeting.

Section 4. Special Meetings. Special meetings of the members of the Corporation may be called at any time by the President, the Chief Executive Officer or by a majority of the Board of Directors, or upon written request of the members representing at least twenty percent (20%) of the voting power of the Corporation. Special meetings shall be held at such place and on such date and time as shall be stated in the notice of meeting required with respect thereto.

Section 5. Notice of Meetings. Notice of the annual and any special meetings of the members of the Corporation will be provided in accordance with the Open Meetings Act of the State of Nebraska. A member's attendance at a meeting of the members of the Corporation waives objection to a lack of notice or defective notice of such meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting the meeting, and waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

Section 6. Quorum. The presence of members entitled to cast a majority of the votes that may be cast for election of the Board of Directors shall constitute a quorum at any regular or special meeting of the members of the Corporation, except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. All action by the members of the Corporation shall be taken by affirmative vote of a majority of the members present and voting at a duly called meeting at which a quorum is

present, except as otherwise provided in the Articles, the Declaration or these Bylaws. As used herein and in the Articles, the requirement for the approval or presence of a “majority” of the members shall mean the approval or presence of no less than fifty-one percent (51%) of the members.

Section 7. Removal of a Member. A member of the Corporation may be removed in accordance with the Nebraska Whole Child Project Membership Agreement.

Article IV. Board of Directors

Section 1. Eligibility and Authority. All corporate powers shall be exercised by or under the authority of, and the affairs of the Corporation shall be managed under the direction of, its Board of Directors.

Section 2. Number and Qualification. The business and affairs of the Corporation shall be managed by a Board of Directors consisting of no fewer than four (4) and no more than nine (9) Directors. Although the number and qualifications of the Directors may be changed from time to time by amendment to these Bylaws, no change shall affect the incumbent Directors during the terms for which they were elected. The number of Directors and the duration of their terms may be changed by the vote of a majority of the Directors in office.

Section 3. Qualifications. All members of the Board of Directors must be duly elected or appointed and currently serving as a member of the Board of Education of a member school district, ESU, university, or state college; or an individual who is employed with a member school district, ESU, university, or state college.

Section 4. Election and Term of Office. The Incorporators shall appoint the initial Board of Directors of four (4) who shall hold office for one (1) year until their successors have been elected and qualified, unless their service is earlier terminated because of death, resignation, removal, or due to amendment to these Bylaws. At the first annual meeting, the Board of Directors shall set the length of term of a Director, the number of Directors on the Board, and the nomination procedures to become elected to the Board of Directors.

Section 5. Resignation of Directors. Any Director may resign at any time by giving written notice of such resignation to the Board of Directors, the presiding officer of the Board of Directors, or to the President or Secretary of the Corporation. Resignation shall be effective when the notice is effective, unless the

notice specifies a later effective date. If a resignation is made effective at a later date, the Incorporator may fill the pending vacancy before the effective date. Any successor Director so appointed shall hold office for the balance of the term of the Director he or she replaced.

Section 6. Annual Meeting. The Board of Directors shall hold an annual meeting at such times and places as determined by the Board of Directors for the transaction of such business as may come before the meeting, without further notice to the Directors.

Section 7. Regular and Special Meetings of the Board. Regular meetings of the Board of Directors shall be held at such times and places as determined by the Board of Directors for the transaction of such business as may come before the meeting, without further notice to the Directors. Special meetings of the Board of Directors may be called by the presiding officer of the Board, the President, or 20% of the Directors then in office.

Section 8. Notice of Special Meetings. Notice of all special meetings of the Board of Directors shall be provided in accordance with the Open Meetings Act of the State of Nebraska.

Section 9. Chair. At all meetings of the Board of Directors, the President, or in his or her absence or inability, the Vice President, or, in both their absence or inability, a Chair chosen by those Directors present shall preside.

Section 10. Quorum. At all meetings of the Board of Directors, a majority of the Directors in office immediately before the meeting commences shall be necessary and sufficient to constitute a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors.

Section 11. Compensation. Directors shall not receive any stated salary for their services as Directors, but, by resolution of the Board, a reasonable sum for expenses of attendance, if any, may be allowed for attendance at each annual, regular or special meeting of the Board.

Section 12. Loans to Officers and Directors. The Corporation shall not lend money to nor guarantee the obligation of any Director or officer of the Corporation.

Article V. Board Committees

Section 1. Committees. Committees which may exercise the authority of the Board of Directors in the management of the Corporation may be appointed in such manner as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present.

Section 2. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

Article VI. Officers

Section 1. Number and Qualification. The officers of the Corporation shall be a President, one or more Vice Presidents (the number to be determined by the Board of Directors), and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, as it deems desirable, such officers to have the authority to perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person. The President and Vice President shall also serve on the Board of Directors. In the event there is more than one individual serving under the title of Vice President, the Board of Directors shall identify which Vice President shall serve on the Board of Directors at the time of his or her election or appointment.

Section 2. Appointment, Election and Term of Office. Except as otherwise provided herein, the officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers is not held at such meeting, such election will be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer will hold office until his or her successor is qualified and has been duly elected.

Section 3. Resignation of Officers. An officer may resign at any time by delivering notice to the Corporation. A resignation is effective when the notice is effective unless the notice specifies a future effective date. If a resignation is made effective at a future date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Corporation and will in general supervise and control all of the business and affairs of the Corporation. He or she will preside at all meetings of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof is expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Corporation; and in general he or she will perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice President (or in the event there shall be more than one Vice President, the Vice Presidents in the order of their election) will perform the duties of the President, and when so acting, will have all the powers of and be subject to all the restrictions upon the President. Any Vice President will perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 7. Removal of Officers. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors of the Corporation whenever in its judgment the best interests of the Corporation would be served thereby. A simple majority vote of a quorum will be necessary for the removal of an officer.

Article VII. Investments

The Corporation shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the judgment of the Board of Directors, without being restricted to the class of investments which a Director is or may hereafter be permitted by law to make, or any similar restriction.

Article VIII. Indemnification

Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he or she is or was a Director, officer, employee, or agent of the Corporation, or is or was serving at the Corporation's request as Director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall be and hereby is indemnified, without need of affirmative act on his or her part or on the part of the Corporation's Directors, against all expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if:

(1) He or she acted in good faith.

(2) He or she reasonably believed: (a) in the case of conduct in his or her official capacity with the Corporation, that his or her conduct was in the Corporation's best interests; and (b) in all other cases, that his or her conduct was at least not opposed to the Corporation's best interests.

(3) In the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not meet the standard of conduct described in this Article. However, no indemnification shall be made in respect to any claim, issue, or matter by or in the right of the Corporation in which such person is adjudged liable to the Corporation or in connection with any other proceeding charging improper personal benefit to such person, whether or not involving action in his or her official capacity, in which such person is adjudged liable on the basis that personal benefit was improperly received by such person.

To the extent that a Director, officer, employee or agent of the Corporation has been successful on the merits, or otherwise, in defense of any action, suit, or proceeding referred to in this Article, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against all expenses, including attorneys' fees, actually and reasonably incurred by him or her in connection therewith.

The indemnifications provided in these Bylaws for Directors, officers, employees, and agents are directly created and accorded without the need of any

affirmative act on the part of the Directors, officers, employees, or agents, and, subject to the conditions and limitations of this Article, such indemnification rights may be asserted and proceeded upon by any Director, officer, employee, or agent whenever the need arises.

The Corporation may pay expenses incurred in defending a civil or criminal action, suit, or proceeding in advance of the final disposition of such action, suit, or proceeding upon (1) receipt of a written affirmation of the Director, officer, employee, or agent of his or her good faith belief that he or she has met the standard of conduct described in this Article; (2) a written undertaking by such person to repay such amount; and (3) a determination that the facts then known to those making the determination would not preclude indemnification under applicable law.

To the extent permitted by law, the Corporation may have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation against any liability asserted against him or her and incurred in such a capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

The indemnification of officers, employees, and agents will occur without further action of the Board. Indemnification of a Director will occur according to the procedures described in NEB. REV. STAT. § 21-19,101 and any successor thereto.

Indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such person.

Article IX. Contracts, Checks, Deposits and Funds

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, and Orders for the Payment of Money. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Chief Executive Officer.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Corporation.

Article X. Prohibition Against Sharing in Corporate Earnings

No member, Director, officer, or employee of, or member of a committee of, or person connected with the Corporation, or any other private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation; provided, that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as shall be fixed by the Board of Directors; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation. All members of the Corporation shall be deemed expressly to have consented and agreed that upon such dissolution or winding up of the affairs of the Corporation, after all debts have been satisfied, any assets then remaining in the hands of the Board of Directors shall be distributed according to the terms of the Articles of Incorporation and these Bylaws.

Article XI. Books and Records

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors. All books and records of the Corporation may be inspected by any Director, or his/her agent or attorney, for any proper purpose at any reasonable time.

Article XII. Fiscal Year

The fiscal year of the Corporation shall be September 1 to August 31.

Article XIII. Seal

The Board of Directors may, but need not, provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporate Seal."

Article XIV. Amendments to Bylaws

These Bylaws may be amended at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose, by a vote of Directors representing a majority of a quorum of the voting percentage in the Corporation.

XV Board Policies

The Nebraska Whole Child Project Board may, from time to time, adopt and amend policies that provide guidance on day-to-day business activities of the Nebraska Whole Child Project. Such policies may be adopted and amended by support of a majority of a quorum of the Nebraska Whole Child Project Board during a properly advertised regular, special, or emergency meeting.

Article XVI. Additional Executive Officers

The NASB Executive Director shall serve as the Chief Executive Officer ("CEO") of the Corporation and the Executive Director of NCSA shall serve as the Chief Operating Officer ("COO"). The CEO and COO shall report to, be supervised by, and serve at the pleasure of the Board of Directors, which shall determine the terms and conditions of their respective employment with the Corporation. The CEO and COO shall serve as ex-officio members of the Board of Directors without voting rights. The CEO and COO shall have the authority on behalf of the Board to sign checks, to enter into any contract, or execute and deliver any instrument in the name of and on behalf of the Corporation.

**NEBRASKA WHOLE CHILD PROJECT
CONSORTIUM MEMBERSHIP AGREEMENT**

This Membership Agreement (the "Agreement"), is made and entered into pursuant to the Nebraska Interlocal Cooperation Act, §§ NEB. REV. STAT. 13-801 – 13-827 (Reissue 2007) effective as of September 1, 2013 by and between the undersigned Nebraska school district, educational service unit ("ESU"), university, or state college (the "Member"), a local intergovernmental entity known as the Nebraska Whole Child Project ("NWCP"), which is composed exclusively of member school districts, ESUs, universities, and state colleges and constitutes a separate public body corporate and politic of the State of Nebraska, and each other school district, ESU, university, or state college which is now or may in the future become a member of the NWCP.

WHEREAS, the Member of the NWCP recognizes the increasing trend of obesity and lack of physical activity of students;

WHEREAS, if the Member is a school districts or ESUs, the Member is a member with the Nebraska Association of School Boards ("NASB") (a private non-profit corporation) and if the member is a school district or ESU, the superintendent or chief administrative officer is a member of the Nebraska Council of School Administrators ("NCSA") (a private non-profit corporation);

WHEREAS, the Member desires to become a member of the NWCP to work together with the NASB and the NCSA to address student fitness and health issues of Nebraska children;

WHEREAS, the Member desires to become a member of the NWCP in order to permit the NWCP, acting on the Member's behalf to bring Nebraska school districts, ESUs, universities, and state colleges together to share best practices for improving student fitness and health;

WHEREAS, the Member has received a copy of the Articles of Incorporation and Bylaws of the NWCP, is familiar with the terms thereof, and desires to become a member of the NWCP under the provisions set forth in said Articles of Incorporation, Bylaws, and this Membership Agreement;

NOW THEREFORE, the undersigned parties agree as follows:

Section 1. Membership. The undersigned Member hereby agrees to become and remain a member of the NWCP upon and subject to the terms and conditions of the Articles of Incorporation and Bylaws of the NWCP and this Agreement for and during the term of this Agreement.

Section 2. Agreement with Respect to Formation and Existence of the NWCP. The Member acknowledges and agrees the NWCP is a joint entity that has been formed by its constituent members under the Nebraska Interlocal Cooperation Act, and as such, is and shall for all purposes be and remain a separate body corporate and politic of the State of Nebraska with such powers as are set forth in its Articles of Incorporation and Bylaws.

Section 3. Services Provided by the NWCP. For and during the Term of this Agreement, the NWCP, acting as the agent for and on behalf of its Members, hereby agrees as follows:

- (i) To encourage all interested Nebraska school districts, ESUs, universities, and state colleges together to join this interlocal agreement;
- (ii) To maintain Bylaws for the organization;
- (iii) To promote and actively engage sharing of “best practices” for optimal student fitness, health, and wellness; and
- (iv) To abide by all relevant state and federal laws governing interlocal agreements.

Section 4. Member Obligations. For and during the Term of this Agreement, the Member agrees as follows:

- (i) To maintain its status as a duly organized and validly existing school district, ESU, university, or state college pursuant to the laws of the State of Nebraska;
- (ii) For member school districts and ESUs to maintain its status as a Member in good standing of the Nebraska Association of School Boards and for member school districts and ESUs its superintendent or chief administrator to maintain as a Member in good standing of the Nebraska Council of School Administrators;
- (iii) To comply with the provisions of the Articles of Incorporation and Bylaws of the NWCP as the same now exists or may from time to time hereinafter be amended; and,
- (iv) To share best practices with fellow members.

Section 5. Term and Termination.

5.1 Term. Subject to any Renewal Term(s) and unless sooner terminated as provided below, this Agreement shall be for a term of two (2) years, commencing on September 1, 2013, and continuing thereafter until August 31, 2015 (the “Initial Term”). This Agreement shall renew automatically for subsequent three (3)

year terms (the “Renewal Term(s)”) unless and until terminated as provided herein, or notice of non-renewal is provided in accordance with Section 5.2 of this Agreement. The Initial Term and any Renewal Term(s) shall be referred to collectively herein as the “Term” or the “Terms.”

5.2 Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Member may preclude the automatic renewal described in Section 5.1 of this Agreement by providing written notice to the NWCP at least thirty (30) days prior to the commencement of the Renewal Term.

5.3 Termination. This Agreement may be terminated during its Term as follows:

A. Termination by Mutual Consent. At any time by mutual written consent of each of the parties.

B. Immediate Termination in Certain Events. At any time upon the affirmative vote of at least 51% of the members of the NWCP’s Board of Directors in the event the Member: (i) ceases to be a duly organized and validly existing school district, ESU, university, or state college under the laws of the State of Nebraska; or, (ii) for member school districts and ESUs ceases to be a member in good standing of the Nebraska Association of School Boards (iii) for member school districts and ESUs, if its superintendent or chief administrator ceases to be a member in good standing with the Nebraska Council of School Administrators.

C. Termination by Member. At any time, the member school district, ESU, university, or state college may submit its intentions to terminate its membership in the consortium in writing to the NWCP. Such termination will be effective upon NWCP receiving a written intention to terminate.

D. Termination of the NWCP Consortium. The NWCP Consortium may be terminated by: (i) the individual termination of all its Members, or (ii). by any mechanism created in the NWCP Bylaws. In the event of the termination of the consortium any assets possessed by the consortium shall be retained by the last remaining members in a manner created by its Bylaws.

Section 6. Indemnification. The Member hereby agrees to indemnify and hold the NWCP and its officers, Directors, employees,

agents and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs or expenses (including without limitation court costs and reasonable attorneys fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation or other proceeding and arise out of or relate in whole or in part to: (i) any act or omission of the Member or any of its board members, officers, employees, agents or representatives which occurs in the course of the Member's performance of this Agreement; or (ii) failure by the Member to observe or perform any obligation, undertaking or agreement required to be observed or performed by the Member pursuant hereto.

Section 7. Budgeting and Finance. The NWCP shall be financed by soliciting donations from participating foundations, non-profits, or other entities interested in the fitness, health, and wellness of Nebraska students. The Board of Directors of the NWCP will establish a budget covering the operations of the NWCP each year, on an annual basis.

Section 8. Levying, Collecting and Accounting of Tax. The NWCP will not levy or collect any taxes authorized under Nebraska law.

Section 9. Amendment. This Agreement may be modified only by a written amendment duly executed by both the Members and the NWCP. No alteration or variation of the terms and conditions of the Agreement shall be valid or binding unless made in writing and signed by both the Members and the NWCP. Every amendment shall specify the date on which its provisions shall be effective.

Section 10. Assignment. Neither the Member nor the NWCP may assign or transfer any of its or their interest, rights, or duties under this Agreement to any person, firm or entity without prior written consent of the other party to this Agreement, which consent may be granted or withheld by the other party in its sole discretion. In the absence of such written consent, any such assignment or attempted assignment shall be invalid and shall constitute a breach of this Agreement.

Section 11. Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska, without regard to principles of conflicts of laws.

Section 12. Entire Agreement. This written Agreement and the Intergovernmental Agreements and consulting contracts contemplated herein represent the entire agreement of the parties with respect to the subject matter hereof, and any prior or contemporaneous representations, promises, or statements by the parties that are not expressly incorporated herein or therein shall not serve to vary, contradict, augment, modify or supplement the terms set forth in this Agreement.

Section 13. Survival. All rights, remedies, obligations, and all covenants and agreements set forth in this Agreement which by their terms require or contemplate performance which is to extend or occur after the expiration or termination of the Agreement shall survive the termination or expiration of the Agreement and shall remain in effect and be enforceable as between the parties hereto in accordance with the terms.

Section 14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, and all shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Agreement fully intending the same to be binding upon themselves and their respective trustees, receivers, successors and permitted assigns.

(Name of School District / Educational Service Unit)

(Date)

By:

(Signature)

(Print Name and Title)

For the NEBRASKA WHOLE CHILD PROJECT Consortium:

Accepted

By:

(Signature)

(Date)

(Print Name and Title)

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

October 03, 2013 12:15 PM
Conference Room

MISSION STATEMENT: Heartland Community Schools - Henderson/Bradshaw is dedicated to educating all students by providing challenging opportunities to learn according to individual needs.

Attendance Taken at 12:15 PM:

Present Board Members:

Mr. Kent Allen
Mr. Gary Braun
Mr. Paul Brune
Mr. Glenn Larson
Mr. Boyd Stuhr

Absent Board Members:

Mrs. Debra Wilhelm

1. Preliminary Procedures

1.1. Call to Order

Discussion:

Declare meeting to be open, legal, and properly advertised with all members having been informed of the nature of the meeting and having received related information. Announce the Open Meetings Act as posted in the front of the conference room.

Meeting was called to order at 12:15 P.M.

1.2. Public Notice of the Meeting

Discussion:

A notice of the special meeting was posted in the following locations on Monday, September 30th:
Henderson Cornerstone Bank
Henderson State Bank
Henderson Post Office
Bradshaw Cornerstone Bank
Bradshaw Post Office
Front door of Heartland Community Schools

The notice was also published in the York News and the Henderson News on October 2nd.

1.3. Roll Call

2. New Business

2.1. Consider Teacher Resignation

Motion Passed: To accept the resignation of James Vanderneck effective immediately passed with a motion by Mr. Kent Allen and a second by Mr. Gary Braun.

Mr. Kent Allen	Yes
Mr. Gary Braun	Yes
Mr. Paul Brune	Yes
Mr. Glenn Larson	Yes
Mr. Boyd Stuhr	Yes
Mrs. Debra Wilhelm	Absent

3. Adjournment

Discussion:

The next regularly scheduled meeting to be held on October 14, 2013 at 8:00 P.M.

Motion Passed: Adjournment of the meeting at 12:18 P.M. passed with a motion by Mr. Glenn Larson and a second by Mr. Boyd Stuhr.

Mr. Kent Allen	Yes
Mr. Gary Braun	Yes
Mr. Paul Brune	Yes
Mr. Glenn Larson	Yes
Mr. Boyd Stuhr	Yes
Mrs. Debra Wilhelm	Absent

Board President

Board Secretary

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

September 09, 2013 8:10 PM
Conference Room

MISSION STATEMENT: Heartland Community Schools - Henderson/Bradshaw is dedicated to educating all students by providing challenging opportunities to learn according to individual needs.

Attendance Taken at 8:08 PM:

Present Board Members:

Mr. Kent Allen
Mr. Gary Braun
Mr. Paul Brune
Mr. Glenn Larson
Mr. Boyd Stuhr
Mrs. Debra Wilhelm

1. Preliminary Procedures

- 1.1. Call to Order**
- 1.2. Public Notice of the Meeting**
- 1.3. Roll Call**

2. Public Comments on Agenda Items

3. Public Comments on Topics Not on the Agenda

4. Reports

- 4.1. Superintendent's Report**
- 4.2. Principals' Reports**

5. Discussion Items

- 5.1. Gathering bids for bus replacement**
- 5.2. Surplus furniture and equipment**

Discussion:

A sale will be planned for the following surplus items:
computer carts/desks, science tables, folding tables, wood desks,
file cabinets, South Bend Metal turning Lathe, Dewalt 12" Radial
Arm Saw, American Belt Sander, and others.

5.3. 9/16/13 Professional Development

Discussion:

Professional Development 9/16/13

The administration and faculty will be spending time discussing the technology launch, last years progress on school improvement plans and analyzing achievement data.

5.4. Committee Assignments

6. Old Business

6.1. Second Reading of Enrollment Option Policy

Motion Passed: To approve the second reading of policy JBA for enrollment option passed with a motion by Mrs. Debra Wilhelm and a second by Mr. Boyd Stuhr.

Mr. Kent Allen	Yes
Mr. Gary Braun	Yes
Mr. Paul Brune	Yes
Mr. Glenn Larson	Yes
Mr. Boyd Stuhr	Yes
Mrs. Debra Wilhelm	Yes

6.2. Second reading of Admissions Policy

Motion Passed: To approve the second reading of the Admissions Policy JBB passed with a motion by Mr. Gary Braun and a second by Mr. Glenn Larson .

Mr. Kent Allen	Yes
Mr. Gary Braun	Yes
Mr. Paul Brune	Yes
Mr. Glenn Larson	Yes
Mr. Boyd Stuhr	Yes
Mrs. Debra Wilhelm	Yes

6.3. Second reading of No Hazing Policy

Motion Passed: To approve the second reading of the No Hazing policy IN passed with a motion by Mr. Kent Allen and a second by Mr. Glenn Larson .

Mr. Kent Allen	Yes
Mr. Gary Braun	Yes
Mr. Paul Brune	Yes
Mr. Glenn Larson	Yes
Mr. Boyd Stuhr	Yes
Mrs. Debra Wilhelm	Yes

6.4. Second reading of State Standards Policy

Motion Passed: To approve the second reading of State Standards Policy IDB passed with a motion by Mr. Boyd Stuhr and a second by Mr. Gary Braun.

Mr. Kent Allen	Yes
Mr. Gary Braun	Yes
Mr. Paul Brune	Yes
Mr. Glenn Larson	Yes
Mr. Boyd Stuhr	Yes
Mrs. Debra Wilhelm	Yes

6.5. Format for Superintendent Evaluation

Motion Passed: To approve the format and forms for the evaluation of the superintendent passed with a motion by Mr. Glenn Larson and a second by Mrs. Debra Wilhelm.

Mr. Kent Allen	Yes
Mr. Gary Braun	Yes
Mr. Paul Brune	Yes
Mr. Glenn Larson	Yes
Mr. Boyd Stuhr	Yes
Mrs. Debra Wilhelm	Yes

7. New Business

7.1. 2013-14 Budget

Motion Passed: To approve the 2013 - 2014 budget for all funds as presented/amended passed with a motion by Mr. Gary Braun and a second by Mr. Boyd Stuhr.

Mr. Kent Allen	Yes
Mr. Gary Braun	Yes
Mr. Paul Brune	Yes
Mr. Glenn Larson	Yes
Mr. Boyd Stuhr	Yes
Mrs. Debra Wilhelm	Yes

7.2. Tax Request Resolution

Motion Passed: To adopt the 2013 - 2014 tax request resolution for Heartland Public School District 93-0096 passed with a motion by Mr. Boyd Stuhr and a second by Mr. Glenn Larson .

Mr. Kent Allen	Yes
Mr. Gary Braun	Yes
Mr. Paul Brune	Yes
Mr. Glenn Larson	Yes
Mr. Boyd Stuhr	Yes
Mrs. Debra Wilhelm	Yes

7.3. Bobcat Lease

Discussion:

The school will lease a new Bobcat from York Equipment, Inc. for \$2,500.00/year for snow removal, etc.

8. Future Agenda Items

9. Consent Agenda

Motion Passed: Motion to approve the consent agenda passed with a motion by Mr. Kent Allen and a second by Mrs. Debra Wilhelm.

Mr. Kent Allen	Yes
Mr. Gary Braun	Yes
Mr. Paul Brune	Yes
Mr. Glenn Larson	Yes
Mr. Boyd Stuhr	Yes
Mrs. Debra Wilhelm	Yes

9.1. Approval of Minutes for 8/12/13 & 8/26/13

9.2. Approval of Treasurer's Report

9.3. Approval of Claims

9.4. Financial Reports

9.5. Out of State Travel Requests

Discussion:

The FFA organization is requesting to travel to Louisville, Kentucky for the national conference October 29 - November 2, 2013.

10. Adjournment

Discussion:

The next scheduled meeting to be held on October 14 at 8:00 p.m.

Motion Passed: To adjourn the meeting at 9:40 p.m. passed with a motion by Mr. Boyd Stuhr and a second by Mr. Gary Braun.

Mr. Kent Allen	Yes
Mr. Gary Braun	Yes
Mr. Paul Brune	Yes
Mr. Glenn Larson	Yes
Mr. Boyd Stuhr	Yes
Mrs. Debra Wilhelm	Yes

Board President

Board Secretary