

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

HEARTLAND ***COMMUNITY SCHOOLS***

**1501 Front Street
Henderson, Nebraska 68371**

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

January 20, 2024

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

Regular January Board Meeting Reminder

Our regular January board meeting is scheduled for Monday, January 20, 2025, at 7 PM in the Conference Room.

The Building Committee will meet at 6:30 PM prior to the board meeting.

Please let me know if you need to be absent from the meeting.

I appreciate the Boards' flexibility in rescheduling the regular January meeting from January 13th to January 20th at my request.

Committee Meeting Reminders

Monday, January 20th – Building Committee @ 6:30 PM RE: Demolition Bid Recommendation
Wednesday, January 22nd – OAC @ 10 AM
Wednesday, February 5th – Cooperative Sponsorship Committee @ 7 PM

Consent Agenda: Minutes

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

- Regular Meeting (December 9, 2024)

Consent Agenda: Claims

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

Consent Agenda: Construction Claims

Approval of the consent agenda will include approval of certified construction claims from the Special Building Fund of \$1,274,436.10 to Hausmann Construction Inc.

Dates / Events Of Note

January 20: Regular January Board Meeting @ 7 PM
February 10: Regular February Board Meeting @ 7 PM
February 14: NO SCHOOL – mid-winter break
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 – professional development
March 14: NO SCHOOL – winter break

Reclassification To Class II

There's been mention of LB 1329 from last year's session in our news recently. As a result of LB 1329, our district was re-classified from a Class III to a Class II district. The change in classification bears no consequence in terms of material changes that affect the operations or funding of our district. It might also be worth noting that this classification has nothing to do with sports. Prior to LB 1329 all schools in NE were classified as either Class III, Class IV, or Class V. All districts with the exception of Lincoln Public Schools and Omaha Public Schools were classified as Class III. Schools will now be classified as Class I – Class V, based on population within their district boundaries. The reclassification statute was primarily intended to more appropriately stratify the Class III districts (based on population) for the purpose of crafting rules and requirements specific to types of schools (based on size) when/where appropriate.

PowerSchool Data Breach

PowerSchool is the student information system used by our school. It is used for information-system tasks that include enrollment, scheduling, and grading. PowerSchool is a widely used student information system in Nebraska and across the nation.

PowerSchool's nationwide network was the target of a ransom-style data breach over a 4-day period in December (December 19th – December 22nd) with the attacker using an IP address of Russian origin. PowerSchool first contacted its customers (schools) on January 7th with details of the attack. The object of the attack was registry information stored in the PowerSchool system for students and staff. Depending on the school, this information could include name, address, phone number, date of birth, social security numbers (SSN), etc. Some schools (both nationally and statewide) had data that was impacted, while other schools had data that was not impacted. PowerSchool's forensic team has been conducting an investigation since identifying the attack to ascertain which schools' data was impacted. The latest information that we've received directly from PowerSchool is that **our school's data was Not Impacted**. We continue to work with PowerSchool along with state and regional resources to better understand how schools were or weren't impacted.

We stopped gathering and storing SSN data as registry information approximately 6 years. On January 8th the registries of all of our current registrants (students/staff) were scrubbed by our personnel to ensure that SSN information was not included in any of the registrant files. We also utilized local personnel along with state-consortium personnel to ensure that all former registrants (students/staff) had their registries scrubbed of any SSN data.

We likely won't know much more until PowerSchool releases their comprehensive, forensic report. We'll notify stakeholders if we learn anything relevant from that report or if it is later discovered that our data was somehow impacted.

Elementary Principal's Report

January, 2025

Academic Recognition

- December 6
- Recognized last year's 3rd - 8th grade students that received College and Career Ready (Advanced) status on the Spring 2024 NSCAS (Nebraska Student Centered Assessment System).
- Recognized this year's 12th grade students (Graduating Class of 2025) that have scored a 24 or higher on the ACT test as recognized by the Southern Nebraska Conference (Scores of 24-26 = Bronze / 27 - 29 = Silver / 30 and above = Gold).



Christmas Program

- December 12
- Fabulous performances by the K-6 Students under the direction of Mr. Lynn Hall



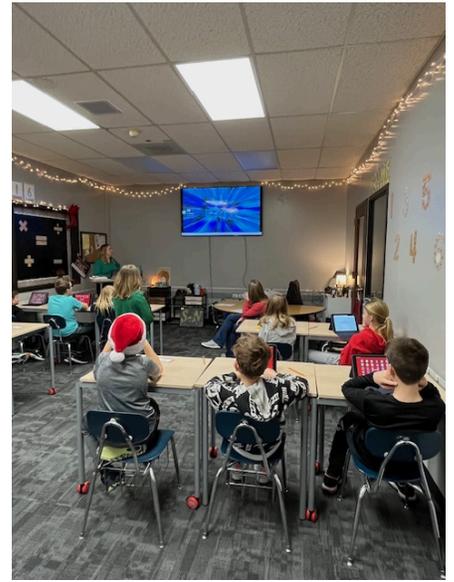
Professional Development - January 6 & 7

Time was given to teachers to prepare materials for the start of the second semester and complete grades and paperwork from the first semester. Teachers are grateful for this time. We hosted the fourth annual Soup and Chili Cookoff on January 7. The soup winner was Mrs. Yantzje with her Cheesy Chicken Enchilada soup and the chili winner was Mr. Regier with his, "Anything But the Barn" Chili. This event was enjoyed by all and a wonderful way to bring the teachers back together. Teachers also looked at data, worked on curriculum and completed other required training throughout the two days.



PBiS - (Positive Behavioral Interventions and Supports) Celebration

Heartland Elementary wrapped up the first semester with a PBiS (PAWS) celebration on Friday, December 20. K-3rd students rotated throughout classrooms and participated in making Christmas slime, building Christmas trees and towers using toothpicks and gumdrops, making a Christmas Tree with pipe cleaners and beads and creating a Name Penguin. 4th-6th chose three of five stations including, Christmas STEM (Science, Technology, Engineering and Mathematics), board games, Christmas Math Break Out, Christmas Crafts and Salt Christmas Trees. The afternoon was spent watching a Christmas movie in the theater and classroom parties.



High School Principal's Report

1. NHS, FFA, FBLA Food Delivery- Success! We collected over 1600 items and 34 families were helped. Over \$800 was collected from donations and was used to purchase gift cards to Henderson Food Mart and other items needed to complete the donation totes. Each family also received a ham from an anonymous donor.
2. January 6 and 7 Professional Development-
 - a. Teachers appreciate the extra day to prepare for 2nd semester. Math and ELA teachers met to discuss curriculum.
 - b. The Continuous Improvement Team (Marc Regier, Katie Waegli, Stephanie Buzek, Dana Reinke, Tim Carr) met with April Kelly to prepare for our external team visit in the 25-26 school year.



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 of the District's employees and other children and dependents within the District's community by providing an infant room, toddler room, and 3-4 year old room. The District will continue to operate its pre-Kindergarten program as it exists as of the signing of this Agreement, though it may be modified or eliminated by the Board of Education of the District in its sole discretion and without regard to the impact it may have on Lessee's operation. [NOTE: This is also where we could include any other obligations of the program, such as a requirement to participate in Step Up to Quality or other requirements of its operation the District intends to demand.]
- 3. Parking.** Parking at the Leased Premises is available as space permits, and the District does not guarantee parking will be available on District property. Parking is not included as part of the "Leased Premises," and the District may at any time restrict the use of its parking space to attendees of District events and programs.
- 4. Use of Leased Premises.** Lessee shall use the Leased Premises to operate a licensed childcare program. Lessee shall not use the Leased Premises for any other purpose without the prior written consent of the District's Board. Lessee may use the Leased Premises on the terms and conditions specified herein. Lessee understands and agrees that it will not exercise the rights granted to it by the District in such a way as to interfere with or adversely affect (1) any other property of the District or (2) the operation and control of any of the programs of the District. Lessee will not permit the Leased Premises to be used in any manner contrary to the legitimate educational interests of the District. Lessee shall comply with all laws, regulations, orders, ordinances and other requirements now or later pertaining to Lessee's use of the Leased Premises including, but not limited to, any state licensing and inspections required for operating its childcare program(s).
- 5. Control and Supervision.** Lessee shall be responsible for the supervision and safety of the children it serves, its employees, and the parents and other persons who visit Lessee and the Leased Premises. Lessee shall exercise that degree of control and supervision as is necessary to manage the Leased Premises effectively. Such control and supervision will include the enforcement of rules and regulations for the safety of persons who visit or use the Leased Premises. The District shall ensure that all shared doors remain locked during school business hours.

- 6. Furniture, Equipment, and Supplies.** The District will provide the Leased Premises in a finished condition, including any necessary lighting, painted walls, and doors. Lessee shall provide all other furniture, equipment, fixtures, and supplies necessary for its operation.
- 7. Use of Leased Premises by Other Persons or Organizations.** Lessee may not allow any other person or entity not subject to this Agreement to use the Leased Premises at any time for any reason. Lessee will abide by all District policies and will require all third parties accessing the Leased Premises to also comply with such policies, along with any reasonable rules implemented by the District's Superintendent which the Superintendent may impose or modify in the Superintendent's sole discretion. In the event the District chooses to restrict or remove any individual's authority to enter onto District property, such restriction will also apply to access to the Leased Premises.
- 8. Maintenance and Cleaning.** The District will provide general cleaning, custodial, and maintenance services for the Lease Premises. The Lessee shall be responsible for all other cleaning and custodial work, including any legal obligations on Lessee that may require different cleaning and upkeep requirements than those of the District. Lessee shall at all times maintain the Leased Premises in good condition subject to such reasonable standards as the District may adopt from time to time. Lessee will help comply with such standards of maintenance and cleaning by ensuring the Leased Premises is clear of clutter and picked up each day. The Lessee may request additional maintenance or fixes to the Leased Premises by notifying the District's Superintendent in writing. The District's Superintendent will approve or deny the request and coordinate with District employees or contractors for approved requests. The Lessee understands this may occur during its operating hours and will coordinate with the District's Superintendent to complete the work.
- 9. Utilities and Phone.** The District shall provide and pay for all utilities for the Leased Premises except as otherwise provided in this Agreement.

The District requires the Lessee to list, utilize, and pay for a phone number and phone service different from and separate from that of the District.

The District requires the Lessee to acquire, utilize, and pay for an internet connection and service and phone service different from and separate from that of the District.

- 10. Food and Drinks.** Lessee shall provide all meals, snacks, and other food and drinks necessary for its operation. Lessee will have access to the kitchen space within the Leased Premises, but Lessee will not have access to other District kitchen spaces or its meal program.
- 11. Access to Leased Premises.** The District grants to Lessee the right of access across its property for purposes of access to the Leased Premises and will also permit such access to all other persons who are authorized by Lessee to access the Leased Premises, such as parents for drop off and pick up.
- 12. Term.** This Agreement shall remain in full force and effect from _____, 2025, to _____, 2025, unless sooner terminated or modified by mutual agreement of the parties. This Agreement may be terminated by either party for any reason with **ninety (90)** days written notice, unless a shorter period is permitted herein such as an event of default. Unless such **90-day** notice is given, this Agreement shall automatically extend for an additional one-year term. Upon termination of this Agreement, the rights of Lessee shall terminate, and all rights granted to Lessee hereunder shall revert to the District.
- 13. Consideration.** As consideration for its use of the Lease Premises, Lessee shall actively use or otherwise hold in reserve **25% of it's current operating capacity in its infant room; 25% of it's current operating capacity in its toddler room, and 25% of it's current operating capacity in its 3-4 year old room** *exclusively* for children and dependents of District employees. Even if District employees are not currently utilizing all reserved spots, meaning they remain unfilled despite current capacity of the Lessee's programs, Lessee shall hold them for use by District employees at no cost to the District or any of its employees unless authorized to fill the held spots by the District's Superintendent in writing. Failure to have the required number of held spots available for District employees will constitute a material breach of this Agreement and constitutes grounds for termination of the Agreement without notice as otherwise required in this Agreement. 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 the infant room, the number of infants currently cared for in the infant room, the number of infant spots currently being used by current employees of the District, and the number of spots in the toddler room currently held in reserve for employees of the District. Said report shall inform the District of the current operating capacity of the toddler room, the number of

toddlers currently being cared for in the toddler room, the number of toddler spots currently being used by current employees of the district, and the number of spots in the toddler room currently held in reserve for employees of the district. Said report shall inform the District of the current operating capacity of the 3 & 4-year old room, the number of 3 & 4-year olds currently being cared for in the toddler room, the number of 3 & 4-year old spots currently being used by current employees of the district, and the number of spots in the 3 & 4-year old room currently held in reserve for employees of the district.

- 14. Alterations.** Lessee shall not remodel, alter, or change the Leased Premises without the prior written consent of the District. Prior to making any alteration requiring District's consent, Lessee shall submit plans for such alteration to the District for the District's review and approval. Costs relating to any alteration to the Leased Premises by Lessee with the consent of the District shall be paid by Lessee unless the District and Lessee otherwise agree in writing.
- 15. Signs.** Lessee must obtain the District's prior written consent before installing any sign on District property or the Leased Premises. All signs shall comply with all applicable local, state, and federal laws and ordinances, and the requirements of the District.
- 16. Ownership.** The Leased Premises and all improvements relating thereto, including any replacement thereof, shall at all times be and remain the sole and exclusive property of the District. Lessee shall have no right, title or interest therein or thereto; provided, however, Lessee's personal property located in or on the Leased Premises shall remain the property of Lessee.
- 17. District's Personal Property.** Any personal property of the District which is brought into the Leased Premises by virtue of the District's use of the Leased Premises or by loan to the Lessee shall remain the property of the District unless otherwise specified herein.
- 18. Default.** Lessee shall be in default under this Agreement if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after Lessee receives written notice of such breach or failure to perform from the District; or, if such breach cannot reasonably be cured within such 30-day period, and Lessee fails to commence to cure such breach within such thirty (30)

days after notice from the District or fails to proceed diligently to cure such breach within a reasonable time thereafter.

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

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

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

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

21. Notices. Notices required under this Agreement shall be sufficient if in writing and if personally delivered, sent via electronic mail, or mailed by certified mail, return receipt requested, to the Superintendent of the District and the undersigned authorized representative of the Lessee.

- 22. Destruction of Leased Premises.** If a portion of the Leased Premises or the building is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Leased Premises unfit ("Event") such that Lessee is prevented from conducting its business in the Leased Premises in a manner reasonably comparable to that conducted immediately before such Event, then Lessee may terminate this Lease by delivering written notice to the District of its election to terminate immediately after the Event. If Lessee does not so timely terminate this Lease, then the District shall repair the building or the Leased Premises, as the case may be, as provided below.

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

- 23. Indemnification.** The Lessee agrees at all times to indemnify, protect and hold the District harmless for each and every cost, expense, loss, claim, liability or damage, including but not limited to attorneys' fees and court costs, arising in any manner out of its use of the Leased Premises, except to the extent, and only to the extent, that such costs, expense, loss, claim, liability or damage is the direct result of a negligent act or intentional misconduct of an employee of the District.

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

- 25. Nondiscrimination.** Lessee and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 26. Employment Eligibility Verification.** Lessee shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If Lessee employs or contracts with any Subcontractor in connection with this Agreement, Lessee shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 27. Applicable Law.** This Agreement shall be governed by the laws of the State of Nebraska.
- 28. Amendment.** Any amendments to this Agreement shall be valid only upon the mutual agreement of the District and Lessee and when reduced to writing.

Heartland Community Schools
Lessor/District

[DAYCARE NAME]
Lessee

By: _____
School Board President

By: _____

Date: _____, 2025.

Date: _____, 2025.

BID FORM
DEMOLITION PROJECT
HEARTLAND COMMUNITY SCHOOLS

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

Total Lump Sum Bid:

\$ 220,000 .00

Two Hundred and Seventy Thousand 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 \$ _____

Check one:

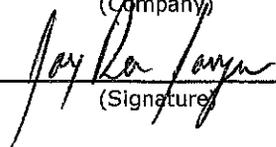
Bidder will substantially complete the project no later than March 7, 2025.

Bidder will substantially complete the project no later than _____
(which date must be no later than April 1, 2025).

Bidder: Deepwater Trucking, Inc.

(Company)

By: _____



(Signature)

Date: 12/19/24

BID FORM
DEMOLITION PROJECT
HEARTLAND COMMUNITY SCHOOLS

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

Total Lump Sum Bid:

\$ 174,000 _____ .00

One hundred Seventy Four thousand dollars 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>
<u>Back fill Foundations</u>	_____	<u>add</u> deduct \$ <u>30,000</u> ⁰⁰
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____

Check one:

Bidder will substantially complete the project no later than March 7, 2025.

Bidder will substantially complete the project no later than April 15th 2025
(which date must be no later than April 1, 2025).

Bidder: National Concrete Cutting
(Company)

By: [Signature]
(Signature)

Date: 12-19-24

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

1. **PROJECT INFORMATION.** Heartland Community Schools, legally known as York County School District 93-0096 (the "District"), is requesting bids from qualified individuals or entities for a demolition project at a property located in the vicinity of Heartland Community Schools. Project details are as follows:
 - A. **Scope and Nature.** Tear down, remove, carry away, and dispose of all buildings, materials, and debris from the project site.
 - B. **Site.** A property identified by the York County Assessor as Parcel Number 930122917, and informally described as LOTS 6-10 & THAT LAND LYING S OF THESE LOTS BOUND TO THE W BY N MAIN ST & TO THE S BY FRONT ST (EX TR 21-0-7) WAREHOUSE LOTS CITY OF HENDERSON, located in Henderson, NE 68371.
 - C. **Schedule.**
 - (1) The project site will be available for work to commence immediately upon the District issuing a Notice to Proceed.
 - (2) The District's goal for the date by which the Project will be substantially complete is March 7, 2025. The Bidder may propose an alternative date for substantial completion so long as such date is no later than April 1, 2025, and such alternative substantial completion date, if any, must be included on the Bid Form that the Bidder submits.
 - D. **District's Obligations Conditional.** Before project may proceed, the District will need to acquire title to and the right to possess the project site. It is also possible that the district may never acquire the project site. As a result, the District will have no obligation under the Agreement unless and until the District closes on a real estate transaction under which the District gains fee simple title, free and clear of all encumbrances, to the project site. The District shall have sole and exclusive discretion as to whether the District proceeds in closing on such transaction and acquiring the project site. For more detail, please see section 2 of the enclosed project Agreement.

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

2. **DEFINITIONS.**

- A. Bidding Documents include the advertisement or invitation to bid; these Instructions to Bidder (and any supplementary instructions); the bid form and any other bidding forms; the unexecuted form of Agreement for Demolition Project Heartland Community Schools; and any Drawings, Specifications, Addenda, and all other documents listed in these Instructions to Bidder.
- B. Definitions set forth in other Proposed Contract Documents apply to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Architect or District, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.
- D. A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.
- F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.
- H. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

3. **BIDDER'S REPRESENTATIONS AND NOTICE.** By submitting a bid, the Bidder represents and agrees that:

- A. The Bidder has read and understands the Bidding Documents;
- B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- C. The Bid complies with the Bidding Documents;
- D. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;
- E. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
- F. The Bidder has read and understands the provisions set forth in the Agreement for Demolition Project Heartland Community Schools;
- G. The Bidder waives any claim it has, or may have, against the District and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract documents; acceptance or rejection of any bids; and award of the contract; and
- H. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska.

4. **BIDDING DOCUMENTS.**

- A. Bidders must obtain and use complete Bidding Documents when preparing Bids. Neither the District nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents. The Bidding Documents may be examined, accessed, and obtained as follows:

- (1) Electronic copies of the Bidding Documents may be obtained by contacting Superintendent Klein at the following email address: jklein@heartlandschools.net
- B. Requests for clarification or interpretation of the Bidding Documents must be submitted by the Bidder by email to Superintendent Klein at jklein@heartlandschools.net, and shall be received by the Superintendent at least seven days prior to the date for receipt of Bids.
- C. Modifications and interpretations of the Bidding Documents will be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.
- D. Addenda will be transmitted to Bidders known by the District to have received complete Bidding Documents.
- E. Addenda will be available from the District.
- F. Addenda generally will be issued no later than three days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- G. Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.
- H. **Substitution of Materials.** All materials shall be of the very best grade of standard manufacture and first class in every respect. Every brand mentioned in specifications is intended to represent quality and type of materials which will be demanded. It is not the intent to limit materials, equipment, or fixtures to any one manufacturer. Where a definite material, equipment or fixture has been shown or specified, it has been done to set a definite standard and a reference in comparison. If, for any reason, the Bidder should desire to furnish and install substitute materials, equipment or fixtures, it may submit to the District a list of the same which it proposes to furnish. The opinion of the District and/or the District's representative shall be sole and final judge as to the suitability or equality of substituted items.

5. **BIDDING PROCEDURES.**

A. **Preparation of Bids.**

- (1) Bids must be submitted on the forms included with or identified in the Bidding Documents.
- (2) All blanks on the bid form shall be legibly completed. Paper bid forms must be executed in a non-erasable medium.
- (3) Sums must be expressed in numbers unless noted otherwise on the bid form.
- (4) Edits to entries made on paper bid forms must be initialed by the signer of the Bid.
- (5) All requested Alternates must be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.
- (6) Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.
- (7) Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder must provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid must be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation must further name the state of incorporation.
- (8) A Bidder shall incur all costs associated with the preparation of its Bid.

- B. **Bid Security.** The Bidder must submit a bid security on or before the bid submittal deadline in the amount of 5% of the bid amount in the form of a cashier's check, certified check, or bid bond. Bidder pledges that it will enter into a contract with the District on the terms stated in the bid and will furnish the required bonds

covering the faithful performance of the contract and payment of all obligations thereunder. Bidder acknowledges that the damages the District would incur in the event the Bidder refuses to enter into a contract or fails to furnish such bonds are difficult to determine and are indefinite and uncertain. Therefore, the failure or refusal to enter into a contract or to furnish the required bond(s) shall result in the forfeiture of the bid security as liquidated damages.

C. Bid Submission.

- (1) One (1) completed copy of the bid form, signed by the bidder, shall be addressed and delivered to Heartland Community Schools, Attn: Superintendent, 1501 Front St., Henderson, NE 68371. E-mail, facsimile, electronic, or telephone bids are not allowed.
- (2) The subject line of the email must read: "Bid for Demolition Project"
- (3) Bids will be received until 2:00 pm local time on December 19, 2024.
- (4) Any bid received after that time and date will not be opened or considered, and will be returned to the bidder.
- (5) The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

D. Modification or Withdrawal of Bids.

- (1) Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the Superintendent of the Schools. Such notice will be received and duly recorded by the Superintendent on or before the date and time set for receipt of Bids. The Superintendent will verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

- (2) Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.
- (3) After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the District of such error within two days or as otherwise required by law. Upon providing evidence of such error to the reasonable satisfaction of the District, the Bid shall be withdrawn if allowed by the District.
- (4) Except as otherwise provided by these Instructions, no bid may be withdrawn for a period of 30 days following the opening of Bids.

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

7. **CONSIDERATION OF BIDS.**

- A. **Opening of Bids.** Bids will be opened publicly and simultaneously in the presence of bidders and/or their representatives beginning at 2:00 pm local time on December 19, 2024, or as soon as possible thereafter, in the high school building, Heartland Community Schools, 1501 Front St., Henderson, NE 68371.
- B. **Awarding of Bid.** The Bid will be awarded to the lowest responsible, responsive bidder. The winning Bid shall be announced by the Board of Education at its meeting to be held on January 13, 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 DEMOLITION PROJECT HEARTLAND COMMUNITY SCHOOLS. Any proposed changes or modifications to the Contract Documents (other than insertions into contract blanks) must be presented in the Bid and will be taken into account during the selection process. Any Bidder who fails to submit any such changes or modifications with its bid waives the right to request changes in the Contract Documents after the Bid award.

10. **POST-BID INFORMATION.**

- A. After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the District:
- (1) A designation of the Work to be performed with the Bidder's own forces;

- (2) Names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
 - (3) Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
 - B. The Bidder will be required to establish to the satisfaction of the Architect and/or District the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - C. Prior to the execution of the Contract, the Architect or District will notify the Bidder if either the District or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the District or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The District may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
 - D. Persons and entities proposed by the Bidder and to whom the District and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the District and Architect.
11. **INQUIRIES.** Submit all questions, inquiries, or requests for clarification or site inspection by email to Superintendent Klein at jklein@heartlandschools.net.

BID FORM
 DEMOLITION PROJECT
 HEARTLAND COMMUNITY SCHOOLS

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

Total Lump Sum Bid:

\$ _____ .00

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

Addenda

Acknowledge receipt of Addenda No. _____,

Date _____,

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

Voluntary Substitutions

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

Check one:

- Bidder will substantially complete the project no later than March 7, 2025.
- Bidder will substantially complete the project no later than _____ (which date must be no later than April 1, 2025).

Bidder: _____
 (Company)

By: _____ Date: _____
 (Signature)

**AGREEMENT FOR DEMOLITION PROJECT
HEARTLAND COMMUNITY SCHOOLS**

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

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

- 1. Scope of the Contract.** Contractor shall provide to the District the goods and/or services (the "Work") as follows:
 - 1.1. Tear down and carry away all of the buildings and materials located at the Project Site (as described in section 2 below).
 - 1.2. Properly remove all materials and debris from such demolition from the Project Site and all District property and lawfully dispose of the same.
 - 1.3. Fill any excavated area or other low lying area to grade with clean soil.
 - 1.4. Maintain such reasonable barricades, warning signs, and devices as may be necessary to protect the public and any adjacent property.
 - 1.5. Provide employees, supervision, materials, equipment and services that are required to properly perform the Work.
 - 1.6. Perform work in accordance with all applicable federal, state, and local regulations relating to the removal and disposal of the debris and materials.
 - 1.7. At Contractor's expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work

- 2. District's Obligations Conditional on Acquiring Project Site.** The parties expressly recognize and acknowledge that (a) the District will need to acquire title to and the right to possess the Project Site before the Work contemplated by this Agreement may proceed, and (b) the District may never acquire the Project Site. Accordingly, the Contractor expressly agrees that the District shall have no obligation under this Agreement whatsoever unless and until the District closes on a real estate transaction under which the District gains fee simple title, free and clear of all encumbrances, to the Project Site and the Contractor further agrees that the District shall have sole and exclusive discretion as to whether the District proceeds in closing on such transaction and acquiring the Project Site. In the event that the District elects or fails to close on such real estate transaction, or otherwise chooses to refrain or forebear from acquiring the Project Site, the District shall have the right under this Agreement to terminate this Agreement upon written notice to the Contractor and the Contractor shall not be entitled to any compensation hereunder.

- 3. Project Site.** The Project Site is a property identified by the York County Assessor as Parcel Number 930122917, and informally described as LOTS 6-10 & THAT LAND LYING S OF THESE LOTS BOUND TO THE W BY N MAIN ST & TO THE S BY FRONT ST (EX TR 21-0-7) WAREHOUSE LOTS CITY OF HENDERSON, located in Henderson, NE 68371.

4. **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 \$ [REDACTED] (the "Contract Price").
5. **Contractor's Duties.** Contractor's duties are as follows:
 - 5.1. 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.
 - 5.2. 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.
 - 5.3. 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.
 - 5.4. 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.
 - 5.5. 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.
 - 5.6. 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.

6. **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.
- 6.1. **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:
- 6.1.1. First, by giving preference to the specific provisions of this Agreement and any accepted amendments;
 - 6.1.2. Second, by giving preference to the specific provisions of the Instructions to Bidders;
 - 6.1.3. 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.
7. **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.
8. **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.

9. **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.
10. **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.
11. **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.
12. **Time.**
 - 12.1. **Contract Time Defined.** The "Contract Time" shall commence on the date of this Agreement and shall end with respect to all work under this Agreement no later than , 2025.
 - 12.2. **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.
 - 12.3. **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.
13. **Payment.**
 - 13.1. **Payment Terms / Payment Schedule.** Unless otherwise agreed, payments for Work actually completed shall be made monthly in proportion to Work performed.
 - 13.1.1. 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.

13.1.2. 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.

13.2. Acceptance of Services or Products.

13.2.1. 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).

13.2.2. 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").

13.2.3. 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.

13.2.4. 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.

13.3. Title and Risk of Loss.

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

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

13.3.3. 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.

13.4. **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.

- 13.5. **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.
14. **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*.
15. **Termination.**
- 15.1. 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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:
- 15.4.1. Insolvent;
 - 15.4.2. Makes a general assignment for the benefit of creditors;
 - 15.4.3. Files a voluntary petition of bankruptcy;
 - 15.4.4. Suffers or permits the appointment of a receiver for its business or assets;
 - 15.4.5. Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - 15.4.6. Has wound up or liquidated, voluntarily or otherwise.

- 15.5. 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.
- 15.6. The parties may terminate this Agreement without cause by mutual written consent.
- 15.7. 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.

16. **Indemnification.**

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. 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.

17. **Insurance.**

- 17.1. **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:

- 17.1.1. **Commercial General Liability Insurance**

- 17.1.1.1. Coverage shall be no less broad than the ISO CG 00 01 coverage form.
- 17.1.1.2. Limits shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 general aggregate.

- 17.1.1.3. Limits shall not be less than \$2,000,000 products and completed operations aggregate.
- 17.1.1.4. Completed operations coverage to be maintained for the period of time the District may be held legally liable for Contractor's services or work.
- 17.1.1.5. Contractor shall waive subrogation in favor of the District.
- 17.1.1.6. Additional Insured Status:
 - 17.1.1.6.1. 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.
 - 17.1.1.6.2. Additional Insured status must be maintained for the period of time Contractor may be held legally liable for its services or work.
 - 17.1.1.6.3. Contractor must include this requirement of its subcontractors, if any.
 - 17.1.1.6.4. Coverage shall apply on a primary and non-contributory basis.
- 17.1.2. **Workers' Compensation/Employer's Liability Insurance**
 - 17.1.2.1. Workers' Compensation in accordance with applicable state law.
 - 17.1.2.2. Employer's Liability Insurance limits shall not be less than \$500,000.
 - 17.1.2.3. Contractor shall waive subrogation in favor of the District.
- 17.1.3. **Automobile Liability Insurance**
 - 17.1.3.1. Limits shall not be less than \$1,000,000 combined single limit.
 - 17.1.3.2. Coverage must apply to any auto, including any owned, hired and non-owned autos used by Contractor, its employees, agents, subcontractors or suppliers.
 - 17.1.3.3. Contractor shall waive subrogation in favor of the District.
- 17.1.4. **Umbrella/Excess Liability Insurance**
 - 17.1.4.1. Limits shall be no less than \$2,000,000.
 - 17.1.4.2. Coverage shall be on a follow-form basis.

- 17.1.4.3. Coverage shall apply as excess to commercial general liability, automobile liability, and employer's liability.
- 17.1.4.4. Waiver of subrogation in favor of the District.
- 17.1.4.5. The District to be included as an Additional Insured.

17.1.5. Contractor's Errors & Omissions Insurance

- 17.1.5.1. Limits shall be no less than \$1,000,000 per occurrence and no less than \$1,000,000 in the aggregate.
- 17.1.5.2. 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.
- 17.1.5.3. Coverage shall be maintained for at least five years following the termination of this Agreement.

17.2. Contractor's Additional Insurance Obligations.

- 17.2.1. Contractor shall deliver to the District certificates of insurance evidencing all of the required insurance coverages and endorsements described above.
- 17.2.2. 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.
- 17.2.3. 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.
- 17.2.4. The District has the right to require a proper form of collateral for any self-insured retention.
- 17.2.5. Contractor's insurance, whether or not specified or required herein, shall be primary to any insurance maintained by the District.
- 17.2.6. Contractor's insurance carriers must have an A.M. Best rating of not less than A- VIII.
- 17.2.7. The District has the right to receive copies of any of Contractor's insurance policies upon written request.
- 17.2.8. 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.
- 17.2.9. 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.

- 17.2.10. 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.
- 17.2.11. Contractor must require that its subcontractors, if any, meet or exceed the minimum insurance requirements described herein.
- 17.2.12. Contractor shall include all policy endorsements required herein.
- 17.2.13. 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.

18. **Contractor Bonds.**

18.1. **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.

18.2. **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.

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

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

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

18.3.3. 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.

19. **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.

20. **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.

21. **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.

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

28. **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.
29. **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. Pruet, 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.

30. **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.
31. **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.
32. **Waivers.**
- 32.1. 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.
- 32.2. No failure or delay:
- 32.2.1. In exercising any right or remedy, **or**
- 32.2.2. In requiring the satisfaction of any condition under this Agreement, **and**
- 32.2.3. No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
- 32.3. 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.

33. **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.
34. **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.
35. **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.
36. **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.
37. **Subcontractors.** Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the District.
38. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.
39. **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.
40. **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.
41. **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.

42. **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:
- 42.1. 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;
 - 42.2. That it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
 - 42.3. 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;
 - 42.4. That its execution of this Agreement and its performance thereof is within its duly authorized powers;
 - 42.5. 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
 - 42.6. 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.

43. **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
- 43.1. wear uniform at all times with company identification;
 - 43.2. carry photo identification;
 - 43.3. not smoke or otherwise use tobacco;
 - 43.4. not use, or be under the influence of, alcohol or drugs;
 - 43.5. not carry a firearm or other weapon; and
 - 43.6. 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
44. **Background Checks.** Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the District. The District will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

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

THE DISTRICT

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



AIA[®]

Document A312[®] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

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:

Amount: \$

Description:

(Name and location)

Demolition Project

Heartland Community Schools

York County Assessor Parcel Number 930122917, and informally described as
LOTS 6-10 & THAT LAND LYING S OF THESE LOTS BOUND TO THE W
BY N MAIN ST & TO THE S BY FRONT ST (EX TR 21-0-7) WAREHOUSE
LOTS CITY OF HENDERSON, located in Henderson, NE 68371

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.

§ 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 15:14:37 ET on 11/18/2024.

PAGE 1

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

...

Demolition Project
Heartland Community Schools
York County Assessor Parcel Number 930122917, and informally described as
LOTS 6-10 & THAT LAND LYING S OF THESE LOTS BOUND TO THE W
BY N MAIN ST & TO THE S BY FRONT ST (EX TR 21-0-7) WAREHOUSE
LOTS CITY OF HENDERSON, located in Henderson, NE 68371

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 15:14:37 ET on 11/18/2024 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)

OWNER'S LEGAL COUNSEL

(Title)

NOVEMBER 18 2024

(Dated)



AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

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:

Amount: \$

Description:

(Name and location)

Demolition Project

Heartland Community Schools

York County Assessor Parcel Number 930122917, and informally described as
LOTS 6-10 & THAT LAND LYING S OF THESE LOTS BOUND TO THE W
BY N MAIN ST & TO THE S BY FRONT ST (EX TR 21-0-7) WAREHOUSE
LOTS CITY OF HENDERSON, located in Henderson, NE 68371

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:

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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

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 15:14:53 ET on 11/18/2024.

PAGE 1

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

...

Demolition Project
Heartland Community Schools
York County Assessor Parcel Number 930122917, and informally described as
LOTS 6-10 & THAT LAND LYING S OF THESE LOTS BOUND TO THE W
BY N MAIN ST & TO THE S BY FRONT ST (EX TR 21-0-7) WAREHOUSE
LOTS CITY OF HENDERSON, located in Henderson, NE 68371

PAGE 2

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

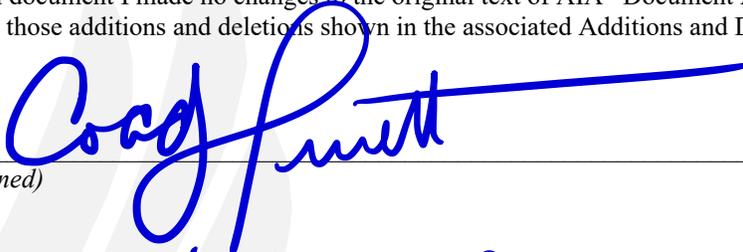
PAGE 3

~~§ 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 15:14:53 ET on 11/18/2024 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.



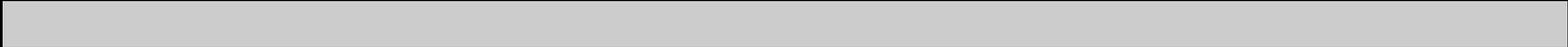
(Signed)

OWNER'S LEGAL COUNSEL

(Title)

NOVEMBER 18, 2024

(Dated)



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.

Approximate Site-Usage Distribution

	<i>Sport / Program</i>	<i>Predominant Practice Site</i>	<i>Predominant Home Game Site</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
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 in February**. This special meeting is **not yet scheduled, but will be held after the regular February meeting on Monday, February 10th**.

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**

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

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- 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 or H and 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.

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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 sponsorship cooperative will be hosted at the sites as specified below.
 - a. Hampton site: Volleyball
 - b. Heartland site: all sports not designated to be site-hosted at Hampton
- 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.
- 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.

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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.
- 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.

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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.

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.

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- 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.

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. 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.

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- 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.

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.

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- 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.
- 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 (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. 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.

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- 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. 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 (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. 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 (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. 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.

- 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 (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. 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.

- B. 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. 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.

- C. 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

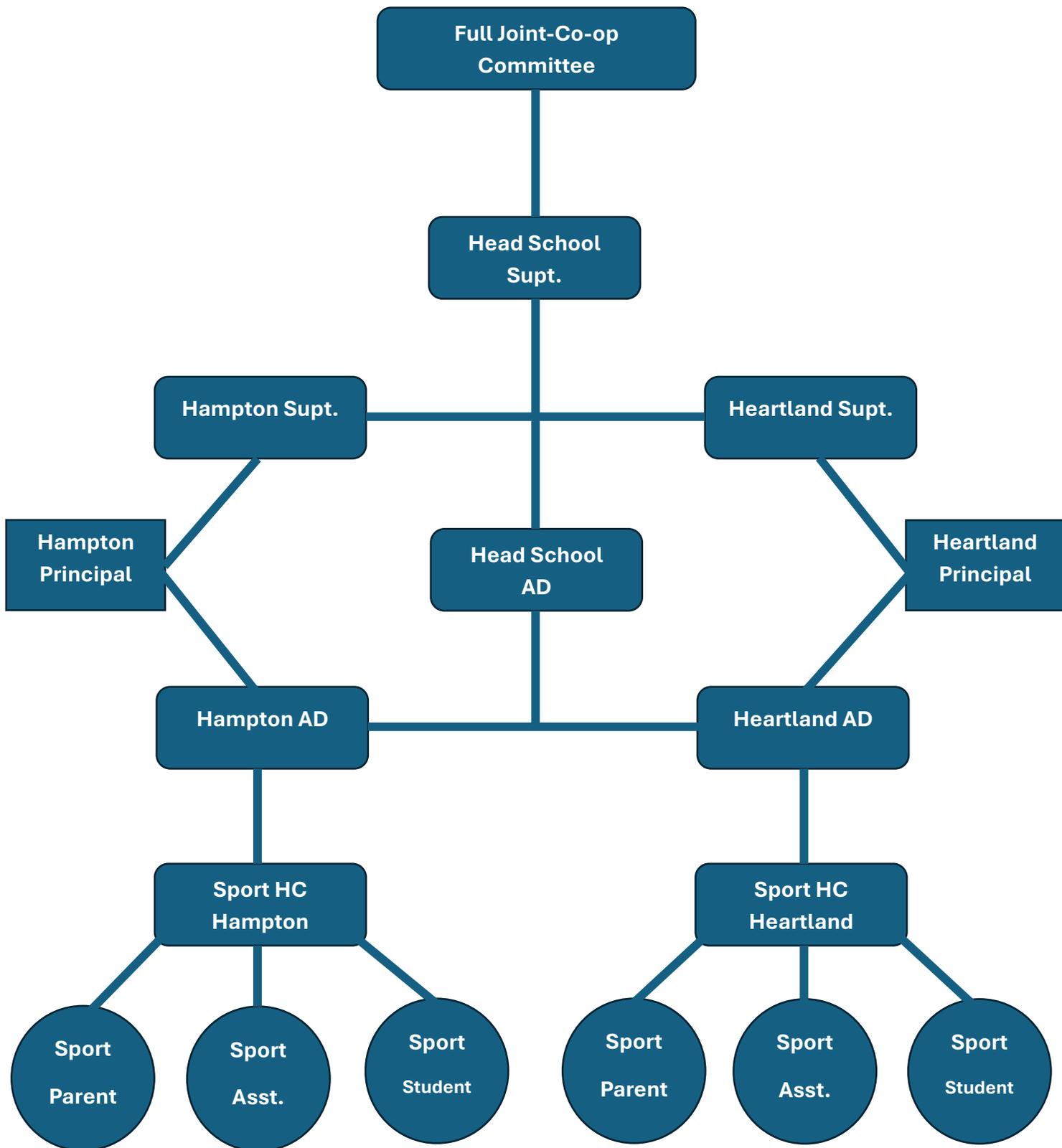
Superintendent, Heartland Community Schools

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
--------------------------------------	--------------------

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	
Fuel Cost	\$3.52	\$3.96	\$1.76	\$1.32	Total Fuel Cost
					\$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

Completed by: _____

Total Shared-Coach Costs:
\$9,899.98

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
Heartland Overage/Underage:	\$2,800.00

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:

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
<i>W-2 Event Workers Pay</i>	\$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
<i>W-9 Event Workers Pay</i>	\$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: Approximate Site-Usage Distribution

<i>Sport / Program</i>	<i>Predominant Practice Site</i>	<i>Predominant Home Game Site</i>
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
<hr/>		
JH Football	Hampton	Hampton
JH Volleyball	Heartland	Heartland
JH Girls BB	Hampton	Hampton
JH Boys BB	Heartland	Heartland
JH Track	Heartland	Heartland

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. The cooperatively sponsored program will have 1 head coach.
- C. The cooperatively sponsored program will have 3 assistant coaches.
 - a. 1 assistant coach will be equally assigned by each of the partner schools.
 - b. 1 assistant coach will be at large.
- D. It shall be within the discretion of the superintendents through unanimous agreement to add an additional at-large, or equally assigned, assistant coach under either of the following circumstances.
 - a. The number of participants combined with the instructional needs of the participants warrants the consideration of an additional coach for the material benefit and/or inherent safety of the participants.
 - b. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 45.

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.

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

- 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.

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.

Appendix HS-11: High School Football (26-27 & 27-28)
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.) 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.

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. The cooperatively sponsored program will have 1 head coach.
- C. The cooperatively sponsored program will have 3 assistant coaches.
 - a. 1 assistant coach will be equally assigned by each of the partner schools.
 - b. 1 assistant coach will be at large.
- D. It shall be within the discretion of the superintendents through unanimous agreement to add an additional at-large, or equally assigned, assistant coach under either of the following circumstances.
 - a. The number of participants combined with the instructional needs of the participants warrants the consideration of an additional coach for the material benefit and/or inherent safety of the participants.
 - b. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 45.

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.

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

- 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.
 - 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.

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

- 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.

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-12: 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 HS-12: 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 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.

Section In Development

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. The cooperatively sponsored program will have 1 head coach.
- C. The cooperatively sponsored program will have 2 assistant coaches.
 - a. 1 assistant coach will be equally assigned by each of the partner schools.
- D. It shall be within the discretion of the superintendents through unanimous agreement to add an additional at-large, or equally assigned, assistant coach under either of the following circumstances.
 - a. The number of participants combined with the instructional needs of the participants warrants the consideration of an additional coach for the material benefit and/or inherent safety of the participants.
 - b. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 30.

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.

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

- 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.
 - 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.

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

- 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.

- 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. The cooperatively sponsored program will have 1 head coach.
- C. The cooperatively sponsored program will have 2 assistant coaches.
 - a. 1 assistant coach will be equally assigned by each of the partner schools.
- D. It shall be within the discretion of the superintendents through unanimous agreement to add an additional at-large, or equally assigned, assistant coach under either of the following circumstances.
 - a. The number of participants combined with the instructional needs of the participants warrants the consideration of an additional coach for the material benefit and/or inherent safety of the participants.
 - b. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 30

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.

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

- 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.
 - 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.

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

- 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.

- 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. The cooperatively sponsored program will have 1 head coach.
- C. The cooperatively sponsored program will have 3 assistant coaches.
 - a. 1 assistant coach will be equally assigned by each of the partner schools.
 - b. 1 assistant coach will be at large.
- D. It shall be within the discretion of the superintendents through unanimous agreement to add an additional at-large or equally assigned assistant coach under either of the following circumstances.
 - a. The number of participants combined with the instructional needs of the participants warrants the consideration of an additional coach for the material benefit and/or inherent safety of the participants.
 - b. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 45.

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.

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

- 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.
 - 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-31: High School Boys & Girls Track (25-26 & 26-27)
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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.
 - 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**

Appendix HS-31: High School Boys & Girls Track (25-26 & 26-27)
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- 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 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.

Section In Development

Section In Development

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. The cooperatively sponsored program will have 1 head coach.
- C. The cooperatively sponsored program will have 2 assistant coaches.
 - a. 1 assistant coach will be equally assigned by each of the partner schools.
- D. It shall be within the discretion of the superintendents through unanimous agreement to add an additional at-large, or equally assigned, assistant coach under either of the following circumstances.
 - a. The number of participants combined with the instructional needs of the participants warrants the consideration of an additional coach for the material benefit and/or inherent safety of the participants.
 - b. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 30.

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.

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

- 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

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.

Appendix JH-11: Junior High School Football (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 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.

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, 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 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. The cooperatively sponsored program will have 1 head coach.
- C. The cooperatively sponsored program will have 2 assistant coaches.
 - a. 1 assistant coach will be equally assigned by each of the partner schools.
- D. It shall be within the discretion of the superintendents through unanimous agreement to add an additional at-large assistant coach under either of the following circumstances.
 - a. The number of participants combined with the instructional needs of the participants warrants the consideration of an additional coach for the material benefit and/or inherent safety of the participants.
 - b. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 30.

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.

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

- 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.

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. The cooperatively sponsored program will have 1 head coach.
- C. The cooperatively sponsored program will have 2 assistant coaches.
 - a. 1 assistant coach will be equally assigned by each of the partner schools.
- D. It shall be within the discretion of the superintendents through unanimous agreement to add an additional at-large assistant coach under either of the following circumstances.
 - a. The number of participants combined with the instructional needs of the participants warrants the consideration of an additional coach for the material benefit and/or inherent safety of the participants.
 - b. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 30.

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.

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

- 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.

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. The cooperatively sponsored program will have 1 head coach.
- C. The cooperatively sponsored program will have 2 assistant coaches.
 - a. 1 assistant coach will be equally assigned by each of the partner schools.
- D. It shall be within the discretion of the superintendents through unanimous agreement to add an additional at-large assistant coach under either of the following circumstances.
 - a. The number of participants combined with the instructional needs of the participants warrants the consideration of an additional coach for the material benefit and/or inherent safety of the participants.
 - b. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 30.

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.

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

- 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.

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. The cooperatively sponsored program will have 1 head coach.
- C. The cooperatively sponsored program will have 2 assistant coaches.
 - a. 1 assistant coach will be equally assigned by each of the partner schools.
- D. It shall be within the discretion of the superintendents through unanimous agreement to add an additional at-large assistant coach under either of the following circumstances.
 - a. The number of participants combined with the instructional needs of the participants warrants the consideration of an additional coach for the material benefit and/or inherent safety of the participants.
 - b. The number of bona fide player-participants does or is reasonably expected to be equal to or greater than 30.

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.

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

- 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.

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.

2025 POLICY, REGULATION, HANDBOOK RE-ADOPTION RESOLUTION

YORK COUNTY SCHOOL DISTRICT 96

NOW BE IT THEREFORE RESOLVED by the Board of Education of the Heartland Community Schools district 93-0096 that (1) all current, pre-existing policies properly established by the Board of Education prior to this date for the governance of the district are hereby re-affirmed and re-adopted in their entirety as the governing policies of the district; and (2) all current, pre-existing regulations and handbooks properly established by the Board of Education or the administration of the district prior to this date for the governance and regulation of the district are hereby re-affirmed and re-adopted in their entirety as the governing regulations of the district.

It is so moved by _____

and seconded by _____

on this 20th day of January, 2025. Roll Call vote as follows:

Lacey Gloystein	YES	NO
Ryan Goertzen	YES	NO
Jennifer Hiebner	YES	NO
Jeb Mierau	YES	NO
Tyler Newton	YES	NO
Tammy Ott	YES	NO

The undersigned herewith certifies, as Secretary of the Board of Education of York County School District 96, that the above Resolution was duly adopted by a majority of said Board at a properly constituted public meeting of said Board.

_____, Secretary

BID FORM
DEMOLITION PROJECT
HEARTLAND COMMUNITY SCHOOLS

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

Total Lump Sum Bid:

\$ 220,000 .00

Two Hundred and Seventy Thousand 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 \$ _____

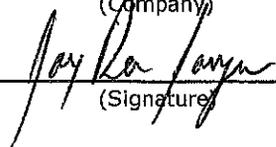
Check one:

Bidder will substantially complete the project no later than March 7, 2025.

Bidder will substantially complete the project no later than _____
(which date must be no later than April 1, 2025).

Bidder: Deepwater Trucking, Inc.

(Company)

By: 

(Signature)

Date: 12/19/24

BID FORM
DEMOLITION PROJECT
HEARTLAND COMMUNITY SCHOOLS

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

Total Lump Sum Bid:

\$ 174,000 _____ .00

One hundred Seventy Four thousand dollars 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>
<u>Back fill Foundations</u>	_____	<u>add</u> deduct \$ <u>30,000</u> ⁰⁰
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____

Check one:

Bidder will substantially complete the project no later than March 7, 2025.

Bidder will substantially complete the project no later than April 15th 2025
(which date must be no later than April 1, 2025).

Bidder: National Concrete Cutting
(Company)

By: [Signature]
(Signature)

Date: 12-19-24

Heartland Community Schools



Evaluation Framework

Superintendent

Approved: January 20, 2025

HEARTLAND COMMUNITY SCHOOLS

2025 Superintendent Evaluation Framework

Individual or Consensus

Standard 1: Superintendent & Board Relations			
Indicators	Satisfactory	Unsatisfactory	Unsure
Promotes, demonstrates, and supports clear, two-way communication with the Board.			
Acts in a manner that is ethical, trustworthy, and professional when working with and on behalf of the Board.			
Provides leadership with the Board for defining superintendent & board roles, mutual expectations, and procedures for working together.			
Adequately prepares the Board for conducting board business and provides board members with the guidance and information necessary for effectively carrying out their duties.			
Provides direction and support for the development and growth of members of the Board.			
Feedback	Evidence		

HEARTLAND COMMUNITY SCHOOLS

2025 Superintendent Evaluation Framework

Individual or Consensus

Standard 2: Community Relations			
Indicators	Satisfactory	Unsatisfactory	Unsure
Communicates clearly and substantively to the community about district issues and performance.			
Acts in a manner that is ethical, trustworthy, and professional in working with parents and district patrons.			
Formulates and implements plans for collaborating with parents and district patrons in an effort to improve district programs and operations.			
Advocates for the school and cultivates supportive relationships among stakeholders within the community-at-large.			
Feedback	Evidence		

HEARTLAND COMMUNITY SCHOOLS

2025 Superintendent Evaluation Framework

Individual or Consensus

Standard 3: Educational Leadership			
Indicators	Satisfactory	Unsatisfactory	Unsure
Provides leadership for the development, communication, and implementation of a vision for the educational program and opportunities provided by the district.			
Articulates and promotes high expectations for teaching and student learning.			
Establishes teacher evaluation, staff improvement, and instructional leadership as a priority for principals.			
Provides direction and support for gathering, analyzing, and using student achievement data for the creation of improvement plans.			
Provides direction and support for the continuous evaluation and improvement of instructional practices and learning opportunities for all students.			
Provides direction and support for the periodic review of curriculum.			
Provides direction and support for opportunities that meet the professional development needs of staff.			
Feedback	Evidence		

HEARTLAND COMMUNITY SCHOOLS

2025 Superintendent Evaluation Framework

Individual or Consensus

Standard 4: Personnel Leadership & Management			
Indicators	Satisfactory	Unsatisfactory	Unsure
Provides leadership and oversight for the recruitment and selection of school personnel.			
Formulates and implements plans for the effective evaluation of school personnel.			
Ensures that school personnel are accountable for meeting the performance standards established and upheld by the district.			
Ensures that school personnel are clear in their understanding of the roles and responsibilities that they are assigned.			
Directs school operations in an effort to build a stable, well-balanced, and improving workforce.			
Promotes, demonstrates, and supports clear, two-way communication within and among school personnel through the chain-of-command.			
Feedback	Evidence		

HEARTLAND COMMUNITY SCHOOLS

2025 Superintendent Evaluation Framework

Individual or Consensus

Standard 5: Policy & Governance			
Indicators	Satisfactory	Unsatisfactory	Unsure
Provides direction and support for the formulation of district policies.			
Provides direction and support for the periodic review of district policies.			
Advocates in the political environment for issues beneficial to teaching, learning, and the varied interests of the district.			
Provides and supports opportunities for stakeholders to contribute to efforts for improving district policies and practices.			
Adheres to requirements established by district policies and contractual agreements with the Board.			
Feedback	Evidence		

HEARTLAND COMMUNITY SCHOOLS

2025 Superintendent Evaluation Framework

Individual or Consensus

Standard 6: Professional Growth			
Indicators	Satisfactory	Unsatisfactory	Unsure
Demonstrates habits and skills of continuous inquiry and learning.			
Demonstrates awareness of professional issues and developments in education.			
Formulates and implements professional growth plans based upon individually determined needs and other needs as determined by a consensus of the Board.			
Feedback	Evidence		

HEARTLAND COMMUNITY SCHOOLS

2025 Superintendent Evaluation Framework

Individual or Consensus

Standard 7: Financial & Resources Management			
Indicators	Satisfactory	Unsatisfactory	Unsure
Formulates, implements, and manages an annual budget that prioritizes student learning while supporting district goals and the established mission of the district.			
Formulates, implements, and manages an annual budget that promotes and demonstrates responsible use, appropriation, and allocation of the district's financial resources.			
Provides leadership for the development and achievement of multi-year, financial goals aimed at providing and sustaining a high-quality, comprehensive, educational program through a variety of economic and political contexts.			
Formulates and implements systems for managing and overseeing the district's business functions.			
Formulates and implements systems for the management and continuous evaluation, maintenance, and improvement of the district's physical plants and grounds.			
Formulates and implements systems for the management and continuous evaluation, maintenance, and improvement of the district's transportation resources.			
Formulates and implements systems for the management and continuous evaluation, maintenance, and improvement of the district's instructional resources.			
Acts in a manner that is ethical, trustworthy, and professional in matters of financial and resource management.			
Feedback	Evidence		

Evaluation of Jeremy Klein, Superintendent

Evaluator Initial _____

HEARTLAND COMMUNITY SCHOOLS

2025 Superintendent Evaluation Framework

Individual or Consensus

Standard 8: District-Level Goals			
Indicators	Desired Goal Met	Desired Goal Not Yet Met, But Acceptable Progress Made	Desired Goal Not Met, And Acceptable Progress Not Made
<p>Supt. will develop a superintendent-directed plan aimed operationalizing and articulating HCS curricula. The plan will be provided to the Board by February 20, 2024. The plan will include an initial timeline that also provides for annual review. Meeting the goal on an annual basis will require providing evidence of meeting annual benchmarks that adhere to the established timeline. The corresponding plan will be identified as Superintendent-Directed Plan #1.</p>			
<p>Supt. will develop a superintendent-directed plan aimed at understanding and developing operational frameworks for student-performance data in core academic areas of ELA, Math, and Science. The plan will be provided to the Board by February 20, 2024. The plan will include an initial timeline that also provides for annual review. Meeting the goal on an annual basis will require providing evidence of meeting annual benchmarks that adhere to the established timeline. The corresponding plan will be identified as Superintendent-Directed Plan #2.</p>			
<p>Supt. will develop a superintendent-directed plan aimed at identifying and developing operational systems, workflows, and coordinating structures that improve the administration and leadership of operations. The plan will be provided to the Board by February 20, 2024. The plan will include an initial timeline that also provides for annual review. Meeting the goal on an annual basis will require providing evidence of meeting annual benchmarks that adhere to the established timeline. The corresponding plan will be identified as Superintendent-Directed Plan #3.</p>			
Feedback	Evidence		

Evaluation of Jeremy Klein, Superintendent

Evaluator Initial _____

HEARTLAND COMMUNITY SCHOOLS

2025 Superintendent Evaluation Framework

Individual or Consensus

Summary Performance Towards Each Standard

Standard 1: Board Relations

Satisfactory

Unsatisfactory

Standard 2: Community Relations

Satisfactory

Unsatisfactory

Standard 3: Educational Leadership

Satisfactory

Unsatisfactory

Standard 4: Personnel Leadership & Management

Satisfactory

Unsatisfactory

Standard 5: Policy & Governance

Satisfactory

Unsatisfactory

Standard 6: Professional Growth

Satisfactory

Unsatisfactory

Standard 7: Financial & Resource Management

Satisfactory

Unsatisfactory

Standard 8: District-Level Goals

Established
Goals
Met

Making
Acceptable
Progress

Not Making
Acceptable
Progress

Evaluation of Jeremy Klein, Superintendent

Evaluator Initial _____

HEARTLAND COMMUNITY SCHOOLS

2025 Superintendent Evaluation Framework

Individual or Consensus

Areas Of Strength As Evidenced By

Areas For Growth As Evidenced By

Recommendations For District Level Goals

Signature of Superintendent

Date

Signature of Board President / Designated Board Member

Date



ESTIMATE

PAGE	ESTIMATE	DATE
1	49041	01/06/25

Sorinex Exercise Equipment, Inc.

193 Litton Drive
 Lexington SC 29073
 803-978-2253

SOLD TO

SHIP TO

TOTAL ESTIMATE

Heartland Community Schools
 1501 Front St
 Henderson NE 68371
 US
 sstebbing@heartlandschools.net
 402-366-1688

Heartland Community Schools
 1501 Front St
 Henderson NE 68371
 US
 sstebbing@heartlandschools.net
 402-366-1688

\$ 257,980.11

PURCHASE ORDER NO.	TERMS 100% Prepayment	SHIPPING METHOD
CONTACT Steve Stebbing	EXP. DATE 02/06/25	SALESPERSON Dan McKim

****A minimum of a 50% deposit is required for all orders unless otherwise noted in this estimate****
*****Finance charges of 1.5% per month will be applied to late payments*****
*****All sales may be subject to sales/use tax for the state in which the products are shipped*****
*****All credit cards are subject to a non-refundable 3% processing fee*****

ITEM NO	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
P09247	Bolt Together Base Camp Half Rack (w/ Custom Laser Cut Logo) -Rack @ 8' 6" Tall, 3' 11" Wide, 5' 3" Long w/ Laser Cut Numbering -Pair Sandwich Style J-Hooks - New -Pair 24" Spotter Bars -6 Customizable Plate Storage Pins -2 Split Change Urethane Utility Pins -Abbreviated Arch -Bolt-on Batwing Bar -2 Single Bar Storages (Horiz) *30" Half Spotters NOT to be used on this Half Rack	8	\$ 3,599.00	\$ 28,792.00
P09888	Bolt Together Half Rack - Stabilizer Foot for Base Camp & XL Series *30" Half Spotters NOT to be used on this Half Rack	-8	\$ 139.00	\$ -1,112.00
P08376	Base Camp Half Rack Add-On Side	8	\$ 308.00	\$ 2,464.00
P08631	Bulldog Pad	8	\$ 369.00	\$ 2,952.00
P01722	XL Series Single Bar Storage (Horizontal)	-16	\$ 54.00	\$ -864.00
P01288	Base Camp Utility Seat Storage w/ 2 Bar Storage	8	\$ 219.00	\$ 1,752.00
P02283	Selectorized Lat Pull / Low Row Machine - Rack Attach	8	\$ 2,999.00	\$ 23,992.00
P03505	Base Camp High Bridge - 7'	14	\$ 249.00	\$ 3,486.00
P01363	XL Series Wall Ball Gong	8	\$ 88.00	\$ 704.00
P12572	NP4 Sorinex 0-90 Bench	8	\$ 1,199.00	\$ 9,592.00
P00391	Iron Bear Dumbbell Tier (5 Pair Total Storage)	12	\$ 449.00	\$ 5,388.00
P01008	Iron Bear Side (4-tier height)	8	\$ 479.00	\$ 3,832.00
P00394	Iron Bear Medicine Ball Tier	2	\$ 264.00	\$ 528.00
P06006	Iron Bear Dumbbell Tray for Hex Dumbbells with Rubber Insert	2	\$ 318.00	\$ 636.00

SUBTOTAL	TAX	ESTIMATED FREIGHT	QUOTATION	TOTAL ORDER VALUE
\$ 235,411.10		22,569.01	49041	\$ 257,980.11

SORINEX

PAGE	ESTIMATE	DATE
2	49041	01/06/25

Sorinex Exercise Equipment, Inc.

193 Litton Drive
Lexington SC 29073
803-978-2253

ITEM NO	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
P02072	Sorinex FrankenHyper Glute Ham-Hyper *2 - 1" Laser Cut Wrenches Included for Assembly*	4	\$ 3,599.00	\$ 14,396.00
P10004	Sorinex Bosco Legendary Bumper - 45lb	64	\$ 449.00	\$ 28,736.00
P10002	Sorinex Bosco Legendary Bumper - 25lb	32	\$ 249.00	\$ 7,968.00
P10000	Sorinex Bosco Legendary Bumper - 10lb	42	\$ 139.00	\$ 5,838.00
P05034	Sorinex Urethane Change Plate 5lbs	42	\$ 28.00	\$ 1,176.00
P05035	Sorinex Urethane Change Plate 2.5lbs	16	\$ 14.00	\$ 224.00
P00882	Urethane Utility Pin - 12" Fixed Weight Pin for Base Camp & XL Ser	10	\$ 59.00	\$ 590.00
P06119	Sorinex Performance Bar Cerakote - 20kg	8	\$ 415.00	\$ 3,320.00
P07785	Specialty Bar Spring Collar, Stainless Steel, Black (Pair) - Manufactured in USA - Stainless steel	16	\$ 15.00	\$ 240.00
P00877	TRX Suspension Trainer (Single Unit)	8	\$ 249.95	\$ 1,999.60
P07363	Sorinex Desk - Rolling Stand-up	1	\$ 3,519.00	\$ 3,519.00
P00496	Selectorized Leg Extension / Leg Curl Combo	1	\$ 4,149.00	\$ 4,149.00
P00086	Roller Pad for Base Camp & XL Series (Pair)	8	\$ 185.00	\$ 1,480.00
P05427	Urethane Utility Pin - 12" Temporary Weight Pin for Base Camp & .	16	\$ 59.00	\$ 944.00
P00019	4 Bar Storage	4	\$ 248.00	\$ 992.00
P03420	York Rubber Hex Dumbbell 7.5lbs (Pair)	3	\$ 34.50	\$ 103.50
P06013	York Rubber Hex Dumbbell 12.5lbs (Pair)	3	\$ 60.00	\$ 180.00
P06014	York Rubber Hex Dumbbell 17.5lbs (Pair)	3	\$ 84.00	\$ 252.00
P07002	Rack Attached Chalk Bowl (Bolt on)	2	\$ 109.00	\$ 218.00
P05145	Single Hook Storage	16	\$ 24.00	\$ 384.00
P05112	Sorinex Armor Series Urethane Dumbbell 5lb (Pair)	4	\$ 152.00	\$ 608.00
P05113	Sorinex Armor Series Urethane Dumbbell 10lbs (Pair)	4	\$ 270.00	\$ 1,080.00
P05114	Sorinex Armor Series Urethane Dumbbell 15lb (Pair)	4	\$ 364.00	\$ 1,456.00
P05115	Sorinex Armor Series Urethane Dumbbell 20lb (Pair)	4	\$ 440.00	\$ 1,760.00
P05116	Sorinex Armor Series Urethane Dumbbell 25lb (Pair)	4	\$ 504.00	\$ 2,016.00
P05117	Sorinex Armor Series Urethane Dumbbell 30lb (Pair)	4	\$ 546.00	\$ 2,184.00
P05118	Sorinex Armor Series Urethane Dumbbell 35lb (Pair)	4	\$ 588.00	\$ 2,352.00
P05119	Sorinex Armor Series Urethane Dumbbell 40lb (Pair)	4	\$ 624.00	\$ 2,496.00
P05120	Sorinex Armor Series Urethane Dumbbell 45lb (Pair)	4	\$ 654.00	\$ 2,616.00
P05121	Sorinex Armor Series Urethane Dumbbell 50lb (Pair)	4	\$ 682.00	\$ 2,728.00
P05122	Sorinex Armor Series Urethane Dumbbell 55lb (Pair)	4	\$ 728.00	\$ 2,912.00
P05123	Sorinex Armor Series Urethane Dumbbell 60lb (Pair)	4	\$ 748.00	\$ 2,992.00
P05124	Sorinex Armor Series Urethane Dumbbell 65lb (Pair)	4	\$ 766.00	\$ 3,064.00
P05125	Sorinex Armor Series Urethane Dumbbell 70lb (Pair)	4	\$ 784.00	\$ 3,136.00
P05126	Sorinex Armor Series Urethane Dumbbell 75lb (Pair)	4	\$ 798.00	\$ 3,192.00

SUBTOTAL

\$ 235,411.10

TAX**ESTIMATED FREIGHT**

22,569.01

\$ 257,980.11

QUOTATION

49041

TOTAL ORDER VALUE



ESTIMATE

PAGE	ESTIMATE	DATE
3	49041	01/06/25

Sorinex Exercise Equipment, Inc.

193 Litton Drive
 Lexington SC 29073
 803-978-2253

ITEM NO	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
P00386	Armor Series Custom Logo Set-Up Fee	1	\$ 500.00	\$ 500.00
P02763	Armor Series Custom Urethane In-Lay Logo (Per DB Pair)	60	\$ 66.00	\$ 3,960.00
P01599	Sorinex Performance Junior Bar Bright Zinc - 10kg US Made Black Bushing Bar 155K PSI Shaft with Hard Chrome Ends IWF Spec	8	\$ 261.00	\$ 2,088.00
P09512	Perform Better Olympic Curl Bar	8	\$ 89.95	\$ 719.60
P00934	Assault Bike Classic	1	\$ 699.00	\$ 699.00
P11528	Perform Better Soft Toss Elite Med Ball 10lb	8	\$ 79.95	\$ 639.60
P10497	Perform Better Soft Toss Elite Med Ball 20lb	8	\$ 104.95	\$ 839.60
P12273	UCS G2 Plyo-Safe Plyo Box Set - 6/12/18	2	\$ 1,856.00	\$ 3,712.00
P04960	Cliffhangers (Pair)	7	\$ 249.00	\$ 1,743.00
P05393	Mighty Mitts XL Series Dip/Chin Ballpin (3")	14	\$ 87.00	\$ 1,218.00
P02368	Sorinex Delta Sled	2	\$ 499.00	\$ 998.00
P00500	Lock Jaw Collars Olympic (2" Pair) --Olympic size --Locks in place with a quick-release lever --Durable and strong, capable of withstanding both static and dynamic exercises	28	\$ 43.00	\$ 1,204.00
P12961	TRX 14in HexGrip Med Ball 8lbs	4	\$ 99.95	\$ 399.80
P12967	TRX 10in HexGrip Med Ball 10lbs	4	\$ 89.95	\$ 359.80
P12907	TRX 14in HexGrip Med Ball 14lbs	4	\$ 129.95	\$ 519.80
P12963	TRX 14in HexGrip Med Ball 20lbs	4	\$ 149.95	\$ 599.80
P00125	Large Strength Bands - Sorinex Strength Set	8	\$ 159.00	\$ 1,272.00
P00070	Large Strength Bands - Micro (Pair) Orange	8		
P00071	Large Strength Bands - Mini (Pair) Red	8		
P00069	Large Strength Bands - Light (Pair) Purple	8		
P00067	Large Strength Bands - Average (Pair) Green	8		
P00074	Large Strength Bands - Strong (Pair) Blue	8		
P03343	Sorinex Double Handle Diamond Bar	8	\$ 439.00	\$ 3,512.00
P00605	Safety Squat Bar w/ Handles on Yoke	8	\$ 429.00	\$ 3,432.00
P00883	Base Camp/XL Series Utility Seat	8	\$ 319.00	\$ 2,552.00
P03893	Professional Installation -Professional Set-Up, Tuning, Calibration, and Inspection of listed equipment	1	\$ 11,000.00	\$ 11,000.00

NOTICE
 It is the customer's responsibility to ensure that the room layout and exercise equipment selected meets the safety requirements of the facility.

Exercise equipment and fitness training are potentially dangerous and may lead to severe injury or even death. This equipment must be used by competent and responsible persons or under the guidance and supervision of competent persons.

SUBTOTAL	TAX	ESTIMATED FREIGHT		\$ 257,980.11
\$ 235,411.10		22,569.01	QUOTATION	TOTAL ORDER VALUE
			49041	



PAGE	ESTIMATE	DATE
1	49176	01/6/25

Sorinex Exercise Equipment, Inc.

193 Litton Drive
 Lexington SC 29073
 803-978-2253

SOLD TO

SHIP TO

TOTAL ESTIMATE

Heartland Community Schools

Heartland Community Schools

1501 Front St Henderson NE 68371 US sstebbing@heartlandschools.net 402-366-1688

1501 Front St Henderson NE 68371 US sstebbing@heartlandschools.net 402-366-1688

\$ 89,763.63

PURCHASE ORDER NO.	TERMS Deposit / 50% Upon S	SHIPPING METHOD
CONTACT Steve Stebbing	EXP. DATE 2/6/25	SALESPERSON McKenna Daulton

****A minimum of a 50% deposit is required for all orders unless otherwise noted in this estimate****
*****Finance charges of 1.5% per month will be applied to late payments*****
****All sales may be subject to sales/use tax for the state in which the products are shipped****
*****All credit cards are subject to a non-refundable 3% processing fee*****

ITEM NO	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
F00182	Sorinex Legendary - Smoke (1")	2,900	\$ 10.97	\$ 31,813.00
F00184	Sorinex Legendary - Black (1")	176	\$ 8.80	\$ 1,548.80
F00096	Waterjet Cut: In-Lay Platforms w/ Logos	8	\$ 1,212.00	\$ 9,696.00
F00126	AT740: 5mm Foam Backed Turf (Black with lines)	1	\$ 6,400.00	\$ 6,400.00
F00237	12mm ShockPad (4735)	800	\$ 2.45	\$ 1,960.00
F00077	4-Gallon E-Grip Adhesive	25	\$ 292.77	\$ 7,319.25
F00093	UltraTile Reducer 1" x 4" x 48"	7	\$ 37.94	\$ 265.58
F00074	Installation	1	\$ 24,000.00	\$ 24,000.00

*Installation includes standard floor preparation: removal or patching of small irregularities found on the subfloor, and sweeping Additional charges may be applied if further floor preparation is necessary prior to installation (grinding, sanding, and/or leveling of floor).

*Exclusions: removal of existing flooring, leveling of subfloor, and/or removal of equipment prior to installation

*Installation pricing reflects the subfloor will meet the Sorinex Flooring Technical Manual's installation standards (found on page 3-4)

*These numbers are an estimate based on room dimensions provided by the facility

*Alterations to project scope post purchase order must be processed through a change order

SUBTOTAL	TAX	ESTIMATED FREIGHT	QUOTATION	\$ 89,763.63
\$ 83,002.63		6,761.00	49176	TOTAL ORDER VALUE



PAGE	ESTIMATE	DATE
2	49176	09/13/24

Sorinex Exercise Equipment, Inc.
 193 Litton Drive
 Lexington SC 29073
 803-978-2253

ITEM NO	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
---------	-------------	-----	------------	-----------

*Installation cost reflects a single installation trip If a second trip is required for project completion caused by change order, construction delay and/or third party postponement, additional charges may apply.

Please provide tax exempt form at time of award

REMARKS

1"
 4'x5' logos
 SMOKE 14@50', 1@25'
 BLACK 1@44'
 SHOCKPAD 4@50'

NOTICE

It is the customer's responsibility to ensure that the room layout and exercise equipment selected meets the safety requirements of the facility.

Exercise equipment and fitness training are potentially dangerous and may lead to severe injury or even death. This equipment must be used by competent and responsible persons or under the guidance and supervision of competent persons.

SUBTOTAL	TAX	ESTIMATED FREIGHT		
\$ 83,002.63		6,761.00		
			QUOTATION 49176	\$ 89,763.63
				TOTAL ORDER VALUE

HEARTLAND COMMUNITY SCHOOLS

**1501 Front Street
Henderson, Nebraska 68371**

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

January 20, 2025

TO: Heartland Community Schools Board of Education
FROM: Jeremy Klein, Superintendent
RE: Negotiations Settlement

Tentative Settlement Reached

A tentative settlement was reached between the Board's negotiations committee and HEA representatives at our most recent meeting on January 6th. The agreement is now being presented for Board approval.

Base Salary Increase

The Committee and HEA representatives tentatively settled on a base salary increase of \$600. This would increase the base salary for 25-26 to \$41,513.

Health Insurance

EHA insurance rates increased by 5.49% for the 25-26 contract year. No changes to the current deductible or health insurance benefits are being made.

Cost Increases

	25-26	24-25
Comparability-Factors-Only Increase:	\$100,812 (3.081%)	\$96,220 (3.051%)
Per FTE:	\$2,880	\$2,749
Total Cost Increase:	\$110,889 (3.203%)	\$105,118 (3.150%)

Comparability

Our long-term goal for comparability is to have a final-actual midpoint percentage of 100.00% - 100.50% each year.

The final-actual comparability percentage for the current year (24-25) is 100.92%. It was a 100.347% for the prior year (23-24).

Twelve comparison schools are in our current, comparability array. Eight of those 12 schools have now either settled or tentatively settled. Settlement numbers are trending a little higher than my initial projections. Based on a combination of initial projections and the settlements that are currently known, I'd anticipate our final-actual for 25-26 to come in at approximately 100.25%.

EMPOWERING EXCELLENCE - Every Student, Every Day

**HEARTLAND COMMUNITY SCHOOLS
HENDERSON/BRADSHAW**

**NEGOTIATED AGREEMENT
2025-2026**

A. SALARY SCHEDULE INFORMATION

SALARY BASE: \$41,513

VERTICAL INCREMENT: 4%

HORIZONTAL INCREMENT: 4%

1. SALARY SCHEDULE INITIAL PLACEMENT:

1.1. Credit for previous experience, up to a maximum of eight (8) years, will be granted for each year of experience obtained in accredited schools prior to employment by the district. In instances where the years of previous experience obtained in accredited schools exceeds eight (8) years, credit for additional years of relevant, previous experience obtained in accredited schools beyond eight (8) years may be granted for up to each year of actual experience obtained prior to employment. The number of years of credit allowed beyond eight (8) years will be determined by and at the discretion of the Superintendent of Schools. The number of years of experience a that teacher is allowed upon signing their first contract shall be the base figure for all future contracts.

2. SALARY SCHEDULE ADVANCEMENT:

2.1. Staff members must have the recommendation of the administrative staff before they can advance on the salary schedule. A teacher may be rehired without advancement on the salary schedule, but in no instances shall a teacher be held two consecutive years due to lack of administrative recommendation. If a teacher is not recommended for advancement on the schedule for a second consecutive year, they shall not be rehired.

3. VERTICAL ADVANCEMENT:

3.1. In no case can a teacher move vertically more than one step per year.

4. HORIZONTAL ADVANCEMENT:

- 4.1. A teacher wishing to move horizontally on the salary schedule must meet the following criteria:
 - 4.1.1. All hours beyond the B.A. must be graduate hours.
 - 4.1.2. Additional courses must be in the teacher's assignment area, or be a part of an approved program working toward an advanced degree in education.
 - 4.1.3. Teachers wishing to take courses not meeting criteria in A and B of this section, but wishing to count them toward advancement on the salary schedule, may provide the Superintendent of Schools with such a written notice in advance for consideration. The request may or may not be approved.
 - 4.1.4. Credits earned after the opening day of school will not be counted toward the salary schedule until the next contract year.
 - 4.1.5. Teachers may move horizontally without limitation, except that teachers may carry no more than (6) six hours of course work during any given semester of the Heartland Community Schools school year.
 - 4.1.6. Teachers having reached the maximum on a preparation increment shall be frozen at that step until such time that academic preparations qualify the teacher for the next column. At that time only one (1) vertical advancement may be used.
 - 4.1.7. Teachers must indicate to the Superintendent of Schools before June 5th of their intention to move horizontally on the schedule for the coming school term.
 - 4.1.8. It is the teacher's responsibility to provide a complete transcript of all college credits to the school office files.

B. ADMINISTRATION OF SALARY SCHEDULE POLICIES

Judgments or interpretations necessary to administer these policies shall be made by the Superintendent of Schools.

1. NON-SCHEDULE PERSONNEL:
 - 1.1. Administrative personnel are not considered to be on this schedule.
2. AUTHORITY TO VARY SCHEDULE:
 - 2.1. The Board of Education and/or its Superintendent have the right to vary from this schedule in cases of extreme need when hiring new personnel as they feel is essential to the welfare of the system.
3. TEACHER CONTRACT LENGTH:
 - 3.1. The length of a normal contract year will be 185 days of employment.
 - 3.2. The board and/or superintendent may exercise the option of increasing the length of the contract year to a maximum of 187 days within a proposed calendar for the following school year. Teachers will be compensated at a rate of 1/185th of their contracted salary for each additional day beyond 185 days.
 - 3.3. Un-excused absences will be deducted from an employee's pay at a rate of 1/185th of their contracted salary.
4. TEACHER DUTY HOURS:
 - 4.1. A normal teaching day is from 8:00AM to 4:00PM.
5. GUARANTEED DUTY-FREE LUNCH PERIOD:
 - 5.1. Elementary teachers are to be free of lunchroom duties through the use of an aide who will supervise students in grades one (1) through six (6) during the time at which they are eating lunch.
6. EXTENDED CONTRACTS:
 - 6.1. Extended contracts may be assigned by the Superintendent to the staff members whose jobs require extended contract time.
 - 6.2. Duty during extended contract time shall be considered to be an 8-hour day. Extended contract work will be paid at the rate of 0.075% of the base salary (0.00075 x base salary) per hour.
 - 6.3. Summer curriculum work will always remain at \$2.00 per hour less than the extended contract rate.

7. SALARY PAYMENTS:

- 7.1. All salaries shall be paid in 12 equal payments with the first check payable on the 20th of the first month of service then on the 20th of each month thereafter.

8. CERTIFICATE REGISTRATION:

- 8.1. Teachers must have a current certificate registered in the Superintendent's office and on file in the school office before salary will be paid.

9. TAX SHELTERED ANNUITIES:

- 9.1. Tax sheltered plans are available to those teachers who wish to take advantage of opportunities to defer their income until a later date.

10. JURY DUTY:

- 10.1. Teachers who serve on court juries shall receive their full salary less per diem from the courts.

11. SUBSTITUTE RATES FOR IN-HOUSE SUBSTITUTES:

- 11.1. High School teachers will be paid 0.0007 (0.07%) of the base salary per planning period when substituting in-house.
- 11.2. Elementary teachers will be paid 0.0007 (0.07%) of the base salary per planning period when substituting in-house.
- 11.3. Teachers will be paid \$25 per day when substituting for an athletic or activity practice outside of their assigned coaching/sponsorship duties if the absence is for allowable leave as identified in the negotiated agreement.

12. IN-SERVICE – PART TIME TEACHER:

- 12.1. Part-time teachers are required to attend in-service meetings beyond their normal workday, and shall be reimbursed at the rate of summer curriculum work, when requested to stay an hour or portion thereof before or after normal working hours.
- 12.2. Part-time teachers are expected to attend the meetings unless the superintendent has approved other arrangements with the part-time staff member.

C. FRINGE BENEFITS

1. Health Insurance:

- 1.1. The Board shall pay the full premium for health insurance for the Educators Health Alliance
 - 1.1.1. \$1050 Deductible Blue Preferred Health Coverage **OR**
\$3,800 Deductible HSA Eligible Dual Choice
 - 1.1.2. Single dental for the PPO – 100% A, 80% B, 80% C with 50% D dental coverage.
- 1.2. There are 4 tiers of coverage available for the employee to select from:
 - 1.2.1. Employee,
 - 1.2.2. Employee and Children,
 - 1.2.3. Employee and Spouse, and
 - 1.2.4. Employee, Spouse, and Children.
- 1.3. No cash payments (cash in lieu) will be made to employees who do not choose to participate in either plan. For employees choosing the \$3,500 deductible, the difference in premium between the \$1050 deductible and \$3,500 deductible will be placed in an employee's health savings account to be used for medical expenses. The timeline for deposits will be determined by the superintendent.

2. Long Term Disability:

- 2.1. Each full-time certificated employee who works 20 hours or more per week shall be required to participate in and pay the premium cost for a group long-term disability insurance program.
- 2.2. The school district will select a long-term disability insurance carrier which provides coverage that begins immediately upon the expiration of a teacher's accumulated sick leave, without a waiting period, and which provides a disability payment of 66-2/3 percent of the disabled teacher's monthly pay and health/dental insurance premium.

3. Sick Leave:

- 3.1. Ten (10) days per year, cumulative to fifty (50).
- 3.2. This sick leave will be awarded on the first day of the contract year and may be for personal illness or illness in the immediate family.
- 3.3. Immediate family shall be defined as the teacher's: spouse, child, father, mother, sister, brother, grandparent, or grandchild. Immediate family of the spouse is included.
- 3.4. In case of absence beyond sick leave, the employee shall forfeit salary, based on number of duty days in the current calendar.
- 3.5. The district will reimburse the employee for unused sick leave above 40 days at the rate of \$50.00 per day. This shall be paid in July.
- 3.6. The superintendent has the right to require a physician's written evidence regarding the illness of a teacher if it is deemed necessary.

4. Shared Sick Leave Bank:

- 4.1. Teachers who have a need for leave due to personal illness or injury, or illness or injury to the employee's spouse, children, or parent, can apply for up to 50 extra days of sick leave from the district's shared sick leave bank. (maternity leave is not included)
- 4.2. All accumulated sick leave and personal leave must be exhausted before the teacher may utilize this borrowing option.
- 4.3. Teachers must make a written request for extended leave directly to the superintendent containing the number of days requested and the reason for the request. The Superintendent will notify the HEA President of the request. The Superintendent and HEA President will determine whether the request meets the criteria for which the board and teachers established the plan.
- 4.4. At the beginning of the school year, to be eligible for the shared sick leave bank, a staff member must donate one day at the beginning of each contract year by September 1st. Staff members that choose not to donate a day are not eligible to use days from the shared sick leave bank that year. Staff members are eligible to apply for and to utilize extended sick leave from this bank without the requirement of donating a day, as previously described, after making said donation for a period of 15 consecutive years.
- 4.5. The number of days that may be utilized from the shared sick leave bank may not exceed 150 days in any consecutive, 3-year period.

- 4.6. At the end of each year, the superintendent will present a written report to the HEA President concerning the following:
 - 4.6.1. the names of staff who were eligible for the applying for extended sick leave from the shared sick leave bank that year;
 - 4.6.2. the names of the staff members that borrowed days from the shared sick leave bank that year;
 - 4.6.3. the number of days borrowed from the shared sick leave bank that year;
 - 4.6.4. the number of days borrowed from the shared sick leave bank in each of the prior two years.

5. Bereavement Leave:

- 5.1. Up to five (5) days shall be granted, if requested, in the event of death of child, spouse, or parent, which shall not be charged against any sick leave accumulation.
 - 5.1.1. Up to five (5) additional days may be granted which shall be charged against accumulated sick leave. Full pay deduction shall be made after ten (10) days.
- 5.2. Up to three (3) days shall be granted, if requested, in the event of death of other relative or close family friend that shall not be charged against accumulated sick leave.
 - 5.2.1. Up to two (2) additional days may be granted, if requested, which shall be charged against accumulated sick leave.

6. Personal Leave or Business Leave:

- 6.1. Two (2) days of personal leave will be awarded at the beginning of each contract year, cumulative up to four (4) days.
- 6.2. Requests for any personal leave must be made at least two (2) days in advance to the superintendent or their designee.
- 6.3. When any request for personal leave is submitted more than ten (10) days in advance, the response will be within five (5) days of the initial request.
- 6.4. In all instances, no more than three (3) employees may take either personal leave on the same day. Approval will be granted on a first-come, first-served basis.
- 6.5. Personal leave may be used to extend a scheduled break under the following conditions:
 - 6.5.1. Teachers may not use more than three (3) personal leave days to extend a scheduled school vacation period.
 - 6.5.2. Personal leave may not be used on a day of scheduled professional development, except in rare circumstances approved by the superintendent prior to the leave.

HEARTLAND COMMUNITY SCHOOLS
EMPOWERING EXCELLENCE - Every Student, Every Day

Minutes for
Board of Education Regular Meeting

Monday, December 9, 2024 7:00 PM
Conference Room
1501 Front St
Henderson, NE 68371-8929

Notice of the meeting was posted in the Henderson News on December 5, 2024.

Attendance

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

1. **Preliminary Procedures**

1.1. **Call to Order**

Ryan Goertzen was excused from the meeting at 9:52pm.

1.2. **Recognize Notice of Meeting**

1.3. **Recognize Open Meetings Act Posting**

1.4. **Roll Call**

2. **Public Comments On Agenda Items**

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

3. **Reports**

3.1. **Superintendent's Report**

3.2. **Principals' Reports**

4. **Discussion Items**

4.1. **Policy Review: Sections 411 - 415**

4.2. **Discuss Building / Construction Update**

4.2.1. *Weight Room Equipment*

4.2.2. *General Project Update*

4.3. **Discuss Potential Cooperative Athletics Sponsorships With Hampton Public Schools**

4.4. **Discuss Early Childhood Facility Lessee Application Invitation**

5. **Action Items**

5.1. Approve Disbursement Of Funds For Property Purchase Closing

approve the disbursement, or disbursements, from the Special Building Fund, by certified funds, to York County Title Co. for the purpose of closing on the purchase of property being sold to the district by Kroeker Grain & Lumber Co. Said disbursement will include the purchase price of \$250,000 plus any necessary fees required to complete said closing for a total of disbursements not to exceed \$260,000. Passed with a motion by Jen Hiebner and a second by Ryan Goertzen.

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

6. Future Agenda Items

6.1. Regular Meeting: Monday, January 13, 2025 @ 7 PM

7. Consent Agenda

Motion to approve the consent agenda. Passed with a motion by Ryan Goertzen and a second by Jen Hiebner.

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

7.1. Approval of Minutes

7.1.1. *Regular Meeting: November 11, 2024*

7.2. Approval of Treasurer's Report

7.3. Approval of Claims

7.4. Financial Reports

7.5. Approval Of Construction Claims

8. Closed Session

Enter into Closed Session for the specific purposes of conducting a strategy session regarding a potential real estate purchase and for conducting a strategy session regarding collective bargaining. Passed with a motion by Tyler Newton and a second by Jen Hiebner.

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

8.1. 25-26 Collective Bargaining

8.2. Superintendent Evaluation

9. Adjournment

Gary declared us out of closed session at 11:11pm

Motion to adjourn at 11:12pm Passed with a motion by Jen Hiebner and a second by Lacey Gloystein.

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

Board President

Board Secretary

Check #	Vendor Name	Vendor Description	Amount
Checking	1		
Checking	1	Fund: 01 GENERAL FUND	
31804	AMAZON CAPITAL SERVICES	SUPPLIES	371.97
31805	ATS, LLC	JANITORIAL SERVICES	8,844.00
31806	AURORA NEWS-REGISTER	SUBSCRIPTION	48.75
31807	AWARDS UNLIMITED INC	SUPPLIES	62.57
31808	BLACK HILLS ENERGY	NATURAL GAS	5,896.10
31809	BURTON ENTERPRISES	TRASH REMOVAL	220.00
31810	CENTRAL VALLEY AG	SERVICES	3,123.77
31811	CHEMSEARCH	SUPPLIES	408.55
31812	CITY OF HENDERSON	WATER/SEWER	1,155.60
31813	CLAUSEN, TAMALA		7,904.34
31814	CLAY COUNTY NEWS	ADVERTISING	100.00
31815	DAS STATE ACCT-CENTRAL FINANCE	STATE REPORTING	585.74
31816	EAKES OFFICE SOLUTIONS	SUPPLIES	1,189.84
31817	ESSENTIAL SCREENS	DRUG SCREENING	146.08
31818	ESU 6	SERVICES	24,360.28
31819	ESU 7	SERVICES	330.00
31820	ESU 9	SERVICES	230.00
31822	FILLMORE COUNTY HOSPITAL	SERVICES	24,708.33
31821	FILLMORE COUNTY	GENERAL ELECTION COSTS	925.21
31823	FIVE STAR TRUCK CENTER	BUS WASH	33.00
31824	GIEC COMMUNICATIONS	ALARM MONITORING	660.00
31825	GO PHYSICAL THERAPY	SERVICES	15,586.15
31826	GRAINGER	SUPPLIES	1,032.14
31827	HD SUPPLY	SUPPLIES	591.84
31828	HENDERSON CHAMBER OF COMMERCE	SERVICES	600.00
31829	HENDERSON HEALTH CARE	SERVICES	229.70
31830	HENDERSON MEAT PROCESSOR	SUPPLIES	127.39
31831	HOMETOWN LEASING	COPY MACHINE LEASE	2,599.97
31832	J.W. PEPPER & SON	SUPPLIES	307.99
31833	KROEKER GRAIN & LUMBER	SUPPLIES	106.35
31834	KSB SCHOOL LAW	LEGAL SERVICES	224.50
31835	LICHTI'S INC.	SUPPLIES	1,379.95
31836	LINCOLN JOURNAL STAR	SUBSCRIPTIONS	762.99
31837	MAINSTAY COMMUNICATIONS	TELEPHONE	362.59
31838	MATHESON TRI GAS INC	SUPPLIES	85.89
31839	MCI	TELEPHONE	77.77
31840	MENARDS	SUPPLIES	159.33
31841	NASB	REGISTRATION	300.00
31842	PAPER TIGER SHREDDING	SERVICES	70.00
31843	PERENNIAL PUBLIC POWER DISTRICT	ELECTRICITY	130.85
31844	PORTER & COMPANY	SERVICES	11,250.00
31845	QUADIENT LEASING	POSTAGE MACHINE	513.37
31846	QUILL	SUPPLIES	238.32
31847	SALTINE	SERVICES	60.00
31848	SOFTWARE UNLIMITED INC	SERVICES	25.00
31849	SPARQ DATA SOLUTIONS	NEGOTIATIONS/MEETINGS	4,400.00

<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
31850	TIME MANAGEMENT SYSTEMS	SERVICES	124.00
31851	TRI COUNTY AUTO	SERVICES	298.80
31852	TRUCK CENTER COMPANIES	SERVICES	616.06
31853	U.S. BANK	SUPPLIES	4,541.10
31854	UNITE PRIVATE NETWORKS	SERVICES	857.96
31855	VERIZON WIRELESS	TELEPHONE	808.71
31856	VEX ROBOTICS	SUPPLIES	737.42
31857	YORK ACE HARDWARE	SUPPLIES	28.98
31858	YORK EQUIPMENT INC	SUPPLIES	525.92
Fund Total:			131,065.17
Checking Account Total:			131,065.17

Checking 2

Checking	2	Fund: 02	DEPRECIATION RESERVE FUND	
1129	PAINT & PAPER PALACE		SERVICES	4,617.48
1130	RASMUSSEN MECHANICAL SERVICES		LABOR	18,159.08
Fund Total:				22,776.56
Checking Account Total:				22,776.56

Checking 6

Checking	6	Fund: 06	SCHOOL LUNCH/MILK FUND	
4300	AMAZON CAPITAL SERVICES		SUPPLIES	210.94
4301	HILAND DAIRY		SUPPLIES	1,323.91
4302	SYSCO		SYSCO	5,972.63
4303	US FOODS		SUPPLIES	2,801.52
Fund Total:				10,309.00
Checking Account Total:				10,309.00

Checking 8

Checking	8	Fund: 08	SPECIAL BUILDING FUND	
1089	CLARK & ENERSEN		SERVICES	12,703.94
1090	HAUSMANN CONSTRUCTION		SERVICES	1,274,436.10
Fund Total:				1,287,140.04
Checking Account Total:				1,287,140.04

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: 5

INVOICE NO: 24026005

PERIOD: 12/01/24 - 12/31/24

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	<u>\$75,297.40</u>
3. Contract Sum to date (Line 1 ± 2)	<u>\$10,306,797.40</u>
4. Total completed and stored to date (Column G on detail sheet)	<u>\$5,021,600.96</u>
5. Retainage:	
a. 10.00% of completed work	<u>\$492,303.22</u>
b. 10.00% of stored material	<u>\$9,856.90</u>
Total retainage (Line 5a + 5b or total in column I of detail sheet)	<u>\$502,160.12</u>
6. Total earned less retainage (Line 4 less Line 5 Total)	<u>\$4,519,440.84</u>
7. Less previous certificates for payment (Line 6 from prior certificate)	<u>\$3,245,004.74</u>
8. Current payment due:	<u>\$1,274,436.10</u>
9. Balance to finish, including retainage (Line 3 less Line 6)	<u>\$5,787,356.56</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$41,042.28	\$(30,124.44)
Total approved this month:	\$66,920.56	\$(2,541.00)
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 JL

Signed by: 
By: _____ Date: 12/27/2024
3DF7F6E8C1E544E...

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: \$1,274,436.10

(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: 01/03/2025

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	\$192,361.78	\$42,100.00	\$0.00	\$234,461.78	49.36%	\$240,538.22	\$23,446.19
6	006 - Testing and Inspections		\$44,310.00	\$12,431.00	\$8,650.00	\$0.00	\$21,081.00	47.58%	\$23,229.00	\$2,108.10
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	\$322,900.00	\$19,500.00	\$0.00	\$342,400.00	97.55%	\$8,600.00	\$34,240.00
10	010 - Flatwork		\$355,000.00	\$100,975.00	\$52,500.00	\$0.00	\$153,475.00	43.23%	\$201,525.00	\$15,347.50
11	011 - Masonry		\$911,000.00	\$735,081.05	\$100,000.00	\$0.00	\$835,081.05	91.67%	\$75,918.95	\$83,508.11
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	\$98,980.00	\$24,609.53	\$0.00	\$123,589.53	79.10%	\$32,661.47	\$12,358.95
14	014 - Rough Carpentry		\$127,000.00	\$73,550.00	\$17,450.00	\$0.00	\$91,000.00	71.65%	\$36,000.00	\$9,100.01
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	\$76,250.00	\$109,800.00	\$0.00	\$186,050.00	61.00%	\$118,950.00	\$18,605.00
18	018 - Air Barrier and Waterproofing		\$82,373.00	\$38,211.90	\$25,000.00	\$0.00	\$63,211.90	76.74%	\$19,161.10	\$6,321.19
19	019 - Joint Sealants and Fireproofing		\$51,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$51,000.00	\$0.00
20	020 - Spray Foam Insulation		\$7,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$7,600.00	\$0.00
21	021 - Expansion Control		\$21,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,750.00	\$0.00
22	022 - Doors and Hardware		\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$250,000.00	\$0.00
23	023 - Aluminum and Glazing		\$440,000.00	\$0.00	\$1,800.00	\$98,569.01	\$100,369.01	22.81%	\$339,630.99	\$10,036.90
24	024 - Overhead Doors		\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,000.00	\$0.00
25	025 - Framing, Drywall, and Insulation		\$244,159.00	\$86,000.00	\$65,000.00	\$0.00	\$151,000.00	61.84%	\$93,159.00	\$15,100.00
26	026 - Hardcoat Exterior Finish System		\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$30,000.00	\$0.00

A	B	C	D	E	F	G		H	I	
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
27	027 - Acoustical Ceilings and Wall Treatments		\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$70,000.00	\$0.00
28	028 - Flooring		\$216,204.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$216,204.00	\$0.00
29	029 - Painting		\$85,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$85,000.00	\$0.00
30	030 - Toilet, Bath, and Fire Protection Specialties		\$20,426.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,426.00	\$0.00
31	031 - Wall Protection		\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$9,000.00	\$0.00
32	032 - Visual Display Surfaces		\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$0.00
33	033 - Signage		\$18,435.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$18,435.00	\$0.00
34	034 - Metal Lockers		\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$60,000.00	\$0.00
35	035 - Track and Field Equipment		\$20,754.00	\$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	\$0.00	\$0.00	0.00%	\$162,500.00	\$0.00
38	038 - Gymnasium Bleachers		\$185,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$185,000.00	\$0.00
39	039 - Site Accessories		\$100,511.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$100,511.00	\$0.00
40	040 - Fire Suppression		\$639,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$639,500.00	\$0.00
41	041 - Plumbing		\$635,000.00	\$164,601.00	\$103,500.00	\$0.00	\$268,101.00	42.22%	\$366,899.00	\$26,810.10
42	042 - HVAC		\$1,625,000.00	\$347,243.00	\$422,500.00	\$0.00	\$769,743.00	47.37%	\$855,257.00	\$76,974.30
43	043 - Electrical		\$1,100,000.00	\$363,415.00	\$224,500.00	\$0.00	\$587,915.00	53.45%	\$512,085.00	\$58,791.50
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	\$21,880.00	\$3,120.00	\$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	\$0.00	\$6,562.00	\$0.00	\$6,562.00	14.58%	\$38,438.00	\$656.20
49	049 - Site Utilities		\$335,500.00	\$277,323.00	\$26,500.00	\$0.00	\$303,823.00	90.56%	\$31,677.00	\$30,382.30
50	050 - PCCO 001									
	50.1 PCCO #001 PCCO #001									

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					
	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	\$0.00	\$0.00	\$20,000.00	87.62%	\$2,827.00	\$2,000.00
	PCCO #001 Subtotals		\$3,913.00	\$1,086.00	\$0.00	\$0.00	\$1,086.00	27.75%	\$2,827.00	\$108.60
050 - PCCO 001 Subtotals			\$3,913.00	\$1,086.00	\$0.00	\$0.00	\$1,086.00	27.75%	\$2,827.00	\$108.60
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	\$0.00	\$0.00	\$0.00	0.00%	\$3,096.08	\$0.00
	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	\$0.00	\$0.00	\$3,908.76	55.80%	\$3,096.08	\$390.88
051 - PCCO 002 Subtotals			\$7,004.84	\$3,908.76	\$0.00	\$0.00	\$3,908.76	55.80%	\$3,096.08	\$390.88
52 052 - PCCO 003										
	52.1 PCCO #003 PCCO #003									
	52.1.1	PCO #015 PCO #015 - Lobby Carpet Asbestos Abatement	(\$2,456.00)	\$0.00	(\$2,456.00)	\$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	\$0.00	\$53,471.42	\$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	\$0.00	\$13,364.14	\$0.00	\$13,364.14	100.00%	\$0.00	\$1,336.41
	PCCO #003 Subtotals		\$64,379.56	\$0.00	\$64,379.56	\$0.00	\$64,379.56	100.00%	\$0.00	\$6,437.95
052 - PCCO 003 Subtotals			\$64,379.56	\$0.00	\$64,379.56	\$0.00	\$64,379.56	100.00%	\$0.00	\$6,437.95
Grand Totals			\$10,306,797.40	\$3,605,560.86	\$1,317,471.09	\$98,569.01	\$5,021,600.96	48.72%	\$5,285,196.44	\$502,160.12