

Board of Education Regular Meeting

Monday, August 21, 2023 7:30 PM

Elementary Media Center, Twin River Public  
School  
816 Willard Ave  
PO Box 640  
Genoa, NE 68640

## **Agenda**

1. Meeting Called to Order
  - 1.1. Roll Call
    - 1.1.1. Excused/Unexcused Absences
  - 1.2. Open Meeting Law
  - 1.3. Meeting Properly Published and Posted
  - 1.4. Rules for Public Participation Stated
    - 1.4.1. Visitors
2. Consent Agenda
  - 2.1. Minutes of Previous Meetings
  - 2.2. Claims and Treasurer's Financial Report
  - 2.3. Hires/Resignations
3. Items to Remove from the Consent Agenda
4. Reports of Administrators and Committees
  - 4.1. Principal's Reports
  - 4.2. Activities Report
  - 4.3. Superintendent Report
  - 4.4. Board of Education Committee Report(s)
5. Consider and take possible action to adopt or reaffirm the School Wellness Policy: 5052.
6. Consider and take possible action to surplus old and unusable library books.

7. Consider and take possible action to approve the interlocal agreement with the City of Genoa for \$2,500 for the use of the baseball and softball fields.
8. Consider and take possible action to allow teachers to donate unused sick days to Madison Smith.
9. Consider and take possible action to approve the purchase of 1012 Willard Avenue for \$137,000.
10. Consider and take possible action to approve the resolution to increase Twin River Public School's base growth percentage by up to an additional seven (7) percent as permitted by law.
11. Consider and take possible action to transfer \$200,000 from the general fund to the depreciation fund.
12. Date, Time, and Location of Next Meeting
13. Executive Session
14. Adjournment

Board of Education Regular Meeting  
Monday, July 17, 2023 7:30 PM

Elementary Media Center, Twin River Public  
School  
816 Willard Ave  
PO Box 640  
Genoa, NE 68640

## Agenda

### 1. Meeting Called to Order

#### 1.1. Roll Call

Jennifer Swantek-Present

Chelsa Thompson-Present

John Reeg-Present

David Baxa-Present

Jeremy Vetick-Present

John Nelson-Absent

#### 1.1.1. Excused/Unexcused Absences

David Baxa makes the motion to approve absence of John Nelson and second by Jeremy Vetick.

Baxa-yes, Swantek-yes, Vetick-yes, Reeg-yes, Thompson-yes

#### 1.2. Open Meeting Law

#### 1.3. Meeting Properly Published and Posted

#### 1.4. Rules for Public Participation Stated

##### 1.4.1. Visitors

Mrs. Andreasen thanks the Board and Mr. Schapmann over financial assistance and support for sending her National qualifiers to Denver. All qualifiers all came home with a silver medal, the

kids had a great experience. Mrs. Andreasen and sponsor Mrs. Matthes were also hands on in judging and round tables throughout the week.

Dan Priester- Thank you to Dave Tejral for being the interim FFA advisor. A job well done, it was appreciated by our community, thank you.

## 2. Consent Agenda

### 2.1. Minutes of Previous Meetings

### 2.2. Claims and Treasurer's Financial Report

### 2.3. Hires/Resignations

Anita Zweiner- last day 7/7/2023

## 3. Items to Remove from the Consent Agenda

John Reeg makes the motion to approve consent agenda second by Dave Baxa.

Baxa-yes, Reeg-yes,Thompson-yes,Vetick-yes,Swantek-yes

## 4. Reports of Administrators and Committees

### 4.1. Principal's Reports

### 4.2. Activities Report

Mr Schmit- SC/Monroe gym floors have been refinished. All coaching positions are filled for the 23-24 school year. Students are beginning concussion baseline testing; coaches clinic is July 23-26 and we have 17 coaches attending.

Jessie Nelson has agreed to be the Cheerleading sponsor; Two other schools have offered their support as a mentor. Ms. Nelson plans to schedule a meeting to bring in any kids interested in cheer. Mr. Schmit recapped National FCCLA accomplishments.

Upcoming: 8/7- official 1st day of practice, 8/10- softball has their jamboree

#### 4.3. Superintendent Report

Mr. Schapmann plans to attend a budget workshop at NDE. Building updates-bond information committee to get a brochure ready for mailing. Gym floor update- 3 point lines have been stained, plan to begin painting next week. Mr. Schapmann and board members will attend a regional meeting for NASB.

#### 4.4. Board of Education Committee Report(s)

Focus of retreat was to purpose building and grounds for the district, most cost efficient and effective. Also, review/edit strategic plans.

#### 5. Annual Public Hearing on Board Policies

- 5054: Student Bullying
- 5018, 5057: Parental Involvement
- 5045: Student Fees

#### 6. Consider and take possible action to approve Policy 5045: Student Fees

Motion to take possible action to approve Policy 5045: Student Fees moved by Chelsa Thompson and a second by John Reeg.

Thompson-yes, Vetick-yes, Baxa-yes, Reeg-yes, Swantek-yes

#### 7. Review the following policies:

- 5001: Compulsory Attendance and Excessive Absenteeism
- 4030: Teacher Evaluation
- 3040: Safety and Security Committee

#### 8. Consider and possible action to approve the school nursing contract with the Genoa Community Hospital.

Chelsa Thompson makes the motion to to approve the school nursing contract with the Genoa Community Hospital and a second by Dave Baxa.

Vetick-yes, Baxa-yes, Reeg-yes, Swanstek-yes, Thompson-yes

9. Consider and take possible action to approve and adopt a resolution calling for a special election to be held in the District on September 12, 2023, relating to the issuance by the District of its General Obligation School Building Bonds, Series 2023, in an amount not to exceed \$48,500,000, to finance the construction costs of certain capital improvements and related costs thereto.

Chelsa Thompson makes a motion to approve a resolution of the board of education of Nance County School District 0030 (Twin River Public Schools) in the State of Nebraska calling for a special election to be held in the district regarding a proposition to issue general obligation bonds of the district and approving matters related thereto and a second by John Reeg.

Baxa-yes,Reeg-yes,Swantek-yes,Thompson-yes,Vetick-yes

10. Consider and take possible action to approve the purchase of 903 Willard Avenue for \$135,000.

John Reeg makes the motion to approve the purchase of 903 Willard Avenue for \$135,000 and a second by Chelsa Thompson

Reeg-yes,Swantek,Thompson-yes,Vetick-yes,Baxa-yes

11. Consider and take possible action to approve the meal prices for the 2023-24 school Year.

Dave Baxa makes the motion to approve the meal prices for the 2023-24 school Year and a second by Jeremy Vetick.

Thompson-yes,Vetick-yes,Baxa-yes,Reeg-yes, Swantek-yes

12. Consider and take possible action to approve the 2023-24 Student Handbook.

John Reeg makes the motion to approve the 2023-24 Student Handbook.

and second by Jeremy Vetick.

Vetick-yes,Baxa-yes,Reeg-yes,Swantek-yes,Thompson-yes

13. Consider and take possible action to approve the 2023-24 Staff Handbook.

John Reeg makes the motion to approve the 2023-24 Staff Handbook.

second by Dave Baxa

Reeg-yes,Swantek-yes,Thompson-yes,Vetick-yes,Baxa-yes

14. Consider and take possible action to approve the 2023-24 Activity Handbook

John Reeg makes the motion to approve the 2023-24 Activity Handbook and second by Dave Baxa.

Vetick-yes, Baxa-yes, Reeg-yes,Swantek-yes,Thompson-yes

15. Consider and take possible action to approve the superintendent's contract for 2023-24.

Dave Baxa makes the motion to approve the amendments to the superintendent's contract for 2023-24 and a second by John Reeg.

Baxa-yes, Reeg-yes,Swantek-yes,Thompson-yes, Vetick-yes

16. Date, Time, and Location of Next Meeting

August 21, 2023 Elementary Media Center at 7:30

John Reeg makes the motion to approve Date, Time, and Location of next meeting and second by Jeremy Vetick

Baxa-yes,Reeg-yes,Swantek-yes,Thompson-yes,Vetick-yes

17. Executive Session

18. Adjournment

Dave Baxa makes the motion to adjourn and second by John Reeg.

Baxa-yes,Reeg-yes,Swantek-yes,Thompson-yes,Vetick-yes

\_\_\_\_\_  
Jennifer Swantek, Board President

\_\_\_\_\_  
David Baxa, Board Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_

July 2023  
Monthly Claims

Ace sanitation (garbage SC)- \$84.00, ATMMS LLC (fuel)- \$1,134.27, Amplify Education Inc.(Elem./Middle License)-\$4,200, Awards & Engravings-\$10, Bank of America (dues/fees,next year supplies)- \$15,320.62, Black Hill Energy (building fuel)- \$ 3,024.74,Blick Art Materials(art supplies)- \$2,879.07, Bosselman's Pump & Pantry (fuel)-\$3,041.06, Callaway Roll-offs-\$925.00, CNRS (SPED services)-\$9,173.43, City of Genoa (water,sewer,garbage)- \$3,839.93, Dynamic Internet Solutions- \$1,471.00, Eakes(supplies)- \$1,856.53, Ellsworth Publishing (keyboard mastery)- \$321.30, Enterprise Electric- \$969.00, Environmental Services (Asbestos testing)- \$604.00, ESU #10 (superintendent workshop)-\$25.00, ESU SPED dept. (Sped Services)- \$7,807.27, ESU #7 (distance learning)-\$11,759.73, Finn Science (supplies)- \$545.52, Harco Athletic Reconditioning (Helmets)- \$725.00, Hy-Vee Food (activities)-\$805.00, Island Supply Welding (supplies)- \$67.20, IXL (math license)- \$6,613.00,Jackson Svc (custodial supplies)-204.48, JW Pepper (music supplies)- \$556.48, Kayton International (maintenance contract)-\$3,148.00, KSB school law (legal fees)- \$490.00, MARC (custodial supplies)- \$310.50,M&O doors-\$1,986.00, Napa Auto Parts (supplies)- \$54.99, NASB (evaluation)- \$250.00, National Insurance Services- \$1,377.78, NCSA(NCE Conference)- \$300, Ne Rural Comm. School Association (23-24 membership- \$850.00, Olson's Pest Technicians-\$79.00, Platte Valley Pest Control (pest control)- \$85.00, Polk County RPPD (SC electric bill)- \$817.73, Quadient Leasing (postage)-\$255.00, Rutt's (repairs)- \$325.00, Sack Lumbar (supplies)-\$690.86, Sapp (propane rent)-\$150.00, School Nurse Supplies- \$1,782.63, School Specialties (classroom supplies)- \$475.74, Success by Design (elem supplies)-\$997.59, T&R Auto (vehicle repairs)-\$1,021.75, Unite Private network (ethernet)-\$648.72, Verizon (wifi)- \$80.02, Village of Silver Creek (water, sewer, gas)- \$266.24, Wage Works (dues)-\$100, Wild Roots (greenhouse repairs)- \$1,171.89.

**Superintendent**  
Jason Schapmann  
**Elementary Principal**  
Brenda Buhl  
**High School Principal**  
Zach Barrett  
**Assistant Principal/AD**  
David Schmit



P.O. Box 640  
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**Business Manager**  
Lori Swantek

## Twin River Public Schools

### August 2023 Board Meeting

#### Classified Hires

Staff Name	Position	Effective
Jon Kava	Part-time Night Custodian	August 10, 2023
Cori Kaspar	Kitchen Staff	August 28, 2023

*“... providing opportunities for individuals to become lifelong learners”*

**Twin River Board of Education**  
**Monday, August 21, 2023**

- Administration Days in Kearney
  - July 26 - 28
  
- Teacher Professional Development Days August 10, 11, 14, 15
  - ESU support
    - Prioritizing Standards
    - EL Refresher
    - ELA Standards
    - Paraprofessional inservice
  
- Open House
  - Tuesday, August 15th 6:00-7:00
  
- Students first day of school
  - K-12th grade-Wednesday, August 16
  - PreK-Monday, August 21
  
- Fall testing will begin this week

## **7-12 Principal Report August 2023**

- Administrator Days- Kearney 7/26-7/28
- First day with students 8/16
- ESU Trainings Beginning of the Year
  - 8/11- Kendra Gustafson- HS/MS MTSS
  - 8/14- Marci Ostmeyer- Priority Standards
  - 8/14- Mark Brady- EL Support
  - 8/16- Suicide Prevention Training
  - 8/17- Brooke Koliha- DOK ELA Standards
- Positive Action
  - Wednesdays during Homeroom
  - Taught to grade levels
  - Starting this Wednesday
- New Staff- Mrs. Schroeder

*August 21, 2023 - Board Meeting Notes*

**Recent News:**

- Softball (21 girls)
  - Out to a 4-1 start
  - Wayne Tournament Runners-up
  - Play NEN tomorrow
- Cross Country (9 total participants--all boys)
  - Goes to St. Paul Invite on Thursday
- Football (29 kids)
  - Had a good turnout for their intrasquad scrimmage
  - Travel to Conestoga (Murray, NE) on Friday
- Volleyball
  - Participated in their jamboree this past Thursday (Palmer and East Butler)
  - First matches are August 28th at the Minden Varsity Invite at Minden HS
- JH Volleyball and Football began practice today
  - JH Volleyball has 18 girls
  - JH Football expecting around 20 boys but number TBA
- Cheerleading
  - Inaugural squad has 18 or 19 girls (1 was on the fence as of Friday)
- Attended EHC Meetings in West Point
  - We are hosting EHC Honor Choir this year at Wisner-Pilger due to lack of facilities and calendar conflicts
  - Shoutout to Ms. Nelson for her organization and thoroughness heading up the meeting
    - Received a round of applause for her efforts at the conclusion of the meeting

**Upcoming Events:**

- Softball
  - JV Doubleheader @ Crete (August 21st)
  - vs. NEN on Tuesday, August 22nd
    - Currently scheduled for 5:00/6:30 p.m. (times may be adjusted for the excessive heat)
- Football travels to Conestoga HS on Friday, August 25th (7 p.m. start)
- Saturday:
  - Volleyball @ Minden starting at 9 a.m.
  - Softball @ Fillmore Central Invite starting at 10 a.m.

**Other Notes:**

- Due to Wet Bulb Globe Thermometer readings, outdoor practices for football and cross country moved to mornings. Softball chose to play by ear and practice in old gym as needed

*August 21, 2023 - Board Meeting Notes*

- Cedar Bluffs (week 8 opponent) forfeited their varsity season. With some discussion on various options, we decided to keep the September 25th JV game (@ Cedar Bluffs) as scheduled and hope for a Week 8 opponent to play if the opportunity arises.
  - Superior may end up forfeiting per Nate Neuhaus (NSAA) which would leave us **possibly** playing Sutton at home.

## *September Board Meeting Notes - September 18th, 2023*

### **Recent News & Happenings:**

- FCCLA members attended Fall Leadership Workshop today in Kearney
- FFA attended Husker Harvest Days (Sept. 12-14)
- Softball
  - Currently 14-6 record
  - Sitting 1st in our sub-district assignment (could potentially host sub-districts)
- Cross Country
  - Participated in a few varsity and JH meets (Camp Calvin Crest - Fremont), Oakland-Craig JH meet
    - JH runner Sterlyng Pearson won the Oakland-Craig JH meet; Carson Kershaw finished 10th.
- HS Football
  - 1-3 currently
  - JV is 0-1
  - Very tough district schedule!
- JH Football
  - 14 participants
  - 11 traveled to High Plains and won 42-6—awesome job!
- Volleyball
  - 0-13 on the season
- JH Volleyball
  - 17 girls participating
  - Have been doing some good things and won most of their matches

### **Upcoming events:**

- Events
  - Monday, September 18th:
    - JV Softball triangular with Highway 6 and Centennial
    - JV Volleyball Tourney @ Madison
    - JH & JV Football vs. Bancroft-Rosalie here (4:30 JH; 6:00 JV)
    - FCCLA Fall Leadership Workshop
  - Tuesday, September 19th:
    - Varsity only softball @ Pierce
    - JH Volleyball in Silver Creek vs. Fullerton
    - HS Volleyball in Leigh vs. Clarkson/Leigh
  - Thursday, September 21st
    - Softball Triangular vs. St. Paul and Hastings St. Cecilia
    - JH Volleyball @ Clarkson/Leigh
  - Friday, September 22nd
    - HS Football vs. Clarkson/Leigh
  - Saturday, September 23rd
    - EHC Softball Tourney @ Highway 91 (Dodge)

## **5052 School Wellness Policy**

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.\*

### **1. Goals for Nutrition Promotion and Education**

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

### **2. Goals for Physical Activity**

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

### **3. Goals for Other School-Based Activities Designed to Promote Student Wellness**

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

### **4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day**

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
  - i. USDA National School Lunch and School Breakfast nutrition standards

ii. USDA Smart Snacks in School nutrition standards.

- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

## **5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day**

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

## **6. Food and Beverage Marketing**

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and

advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

## **7. Public Participation**

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

## **8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)**

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
  - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
  - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
  - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
  - (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus

fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

## **9. Triennial Assessment**

The school board shall assess and review this policy at least every three years to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

## **10. Public Notice**

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

## **11. Recordkeeping**

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

## **12. Operational Responsibility**

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically

report to the board on the district's progress in implementing this policy.

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated 9/2016 to Reflect the USDA Final Rule) found at

[https://www.healthiergeneration.org/\\_asset/wtqdwu/14-6372\\_ModelWellnessPolicy.doc](https://www.healthiergeneration.org/_asset/wtqdwu/14-6372_ModelWellnessPolicy.doc).

Adopted on: June 19, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**INTERLOCAL AGREEMENT  
BASEBALL & SOFTBALL COMPLEX**

This Interlocal Agreement ("Agreement") is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between **Nance County School District 63-0030**, commonly known as **Twin River Public Schools** ("School") and the **City of Genoa** ("City"). The parties are referred to collectively as "Parties."

WHEREAS, the Act provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, the Parties are public agencies and political subdivisions of the State of Nebraska;

WHEREAS, the Parties desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

**1. No Separate Legal Entity.** This Agreement does not establish a separate legal or joint entity.

**2. Purpose.** The purpose of this Agreement is to share certain real property and its improvements owned by the City for recreational purposes, primarily baseball and/or softball (hereinafter "Facility"). The real property is legally described in **Exhibit A** which is attached hereto and incorporated herein by this reference.

**3. Term.** This Agreement shall be for a one-year term commencing on \_\_\_\_\_, 202\_\_, and continuing through \_\_\_\_\_, 202\_\_, unless

terminated by the Parties as provided herein. This Agreement shall automatically extend for an additional one-year period unless at least one of the Parties gives written notice to the other Party of nonrenewal at least 60 days before the conclusion of the one-year term.

**4. Administration.** The School's Superintendent and the City's Administrator (collectively "Administrators") shall be jointly responsible for administering the cooperative undertaking described in this Agreement. The Administrators may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement. Either Party may change their Administrator from time to time.

**5. Control and Supervision.** During their respective use of the Facility, the Parties shall exercise that degree of control and supervision as is necessary for the effective management and use of the Facility. Such control and supervision will include the enforcement of any rules and regulations adopted by the Parties for the safety of persons engaged in use of the Facility.

**6. Operations and Use.** The City shall have the right and responsibility for the control of the use of the Facility provided, however, that the School shall have priority use of the Facility for its baseball and softball games, activities, and functions. The Administrators shall be responsible for meeting and coordinating schedules.

**7. Use of Facility by Other Persons or Organizations.** The City may allow other individuals, entities, or organizations not subject to this Agreement to use the Facility, provided that the use by others does not interfere with the rights granted to the School in this Agreement.

**8. General Care.** The School is responsible for the basic maintenance of the dirt infields during the softball and baseball seasons. Otherwise, the City will be responsible for the general maintenance and care of the Facility. "General maintenance and care of the Facility" means mowing, fertilizing, watering, and otherwise maintaining the grass; weed control; and providing maintenance and care not otherwise identified by the terms of this Agreement.

**9. Facility Improvements and Maintenance.** The City may make such alterations, improvements, and repairs to the Facility as they desire, provided that they do not interfere with the School's use of the Facility. The City shall give the school at least one year's notice if the City will seek to

request a contribution from the School for such alteration, improvement, or repair.

**10. Utilities.** The City shall pay for and provide all electricity, gas, water, sewer, water and sewer connections, light, heat, power, or other utilities used, rendered, or supplied upon or in connection with the Facility.

**11. Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrators have the authority to acquire real property on behalf of the Parties. The Administrators shall have the authority to acquire and hold any personal property that is needed or required for the implementation of any purpose of this Agreement. The title to all such personal property shall be held in the name of the acquiring party for the benefit of all Parties. The Parties shall have the authority to dispose of such personal property, provided that (a) any such disposal shall comply with state law, and (b) any funds raised from such sale shall be shared by the parties in proportion to their contribution made to obtain the property.

**12. Financing and Budgeting.** Each party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this agreement. In addition, the School shall annually pay \$2,500 to the City no later than September 1<sup>st</sup> of each year the Agreement is in force.

**13. Damage or Destruction.** The Parties agree that in the event of the damage or destruction of the Facility, it shall be restored to the same use to the extent possible with insurance proceeds. No party shall be obligated to restore the Facility beyond what can be provided with insurance proceeds. In the event that insurance proceeds are insufficient to repair or replace the Facility, this Agreement shall terminate.

**14. Taxes.** This Agreement does not grant the Parties any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 13-2816.

**15. Nondiscrimination.** The Parties 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.

**16. Employment Eligibility Verification.** The Parties 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 a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party 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.

**17. Termination.** The Parties may terminate this Agreement prior to its scheduled termination date only if both of the Parties' governing boards pass a resolution and submit a copy of it to the other Parties. Any funds or property in possession of the Parties as a result of this Agreement shall be divided and distributed to the party that contributed it or funded its purchases. Termination shall not relieve a Party of any obligation for its share of any outstanding indebtedness or expense incurred under this Agreement.

**18. Default.** A Party 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 the Party receives written notice of such breach or failure to perform from the other Party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching Party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a Party, the remaining Parties may pursue any remedy provided by law.

**19. Insurance.** Each Party shall obtain and maintain liability insurance coverage for any personal injuries to any person or person on or about the Facility during the terms of this Agreement in the amounts of \$1,000,000 for one accident and \$5,000,000 in the aggregate. Each Party's liability policy shall name the other parties as additional insureds. Each Party shall furnish a certificate of insurance to the undersigned representatives of every other Party upon request. The parties shall otherwise obtain and pay for such other insurance it deems necessary and appropriate or as otherwise required by law.

**20. Indemnification.** To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to defend, indemnify, and hold harmless one

another from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the purposes herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.

**21. Authority to Execute Agreement.** The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their entity and that this Agreement is binding upon their entity in accordance with its terms.

**22. 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 electronic mail (to the School's Superintendent and City's representative) Notice shall be sent to the following addressees at the following addresses:

School: Twin River Public Schools  
Attn: Superintendent  
816 Willard Ave. Box 640  
Genoa, NE 68640

City: City of Genoa  
Attn: City Administrator  
PO Box 279  
Genoa, NE 68640-0279

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

**23. Reservation of Rights.** Each Party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

**24. Amendments and Modifications.** The Parties may amend or modify this Agreement only by a signed, written unanimous agreement that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

**25. 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.

**26. 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 party. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

**27. Assignment.** The Parties shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other Parties.

**28. Entire Agreement.** The Agreement is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

The City is the owner of the following described real property:

[INSERT SITE MAP IF AVAILABLE]



**RESOLUTION**

**WHEREAS**, the Nebraska Legislature enacted several measures this past legislative session, including LB 243, to adjust public school district revenue and finances; and,

**WHEREAS**, LB 243 generally limits a public school district’s property tax request authority, subject to limited exceptions; and

**WHEREAS**, LB 243 includes an exception to generally allow a school district to otherwise exceed the default property tax request authority if at least seventy percent of the Board of Education votes in favor of the increased request; and

**WHEREAS**, a Board of Education of a school district with an average daily membership of no more than four hundred seventy-one students may increase its tax request by an additional seven percent above the base growth percentage; and

**WHEREAS**, the average daily membership of Nance County School District Number 63-0030, a/k/a Twin River Public Schools (the “School District”) is no more than four hundred seventy-one students; and

**WHEREAS**, due to rising enrollment, student and staffing needs, and the need to maintain its budgetary obligations, the Board of Education of the School District hereby desires to increase its base growth percentage by an additional seven percent or other maximum amount as permitted by law; and;

**WHEREAS**, public notice of this possible increase was published in a legal newspaper of general circulation in the School District at least one week prior to this Board meeting.

**NOW, THEREFORE, BE IT RESOLVED** that, pursuant to Section 5 of 2023 Neb. Laws 243, at least seventy percent of the Board of Education of this School District affirmatively votes to increase to the School District’s overall property tax request authority by an additional seven percent above the base growth percentage, or other maximum amount as permitted by law. The Superintendent or designee is hereby authorized and directed to take any action consistent with this Resolution to ensure that the School District’s overall property tax request complies with this Resolution.

The foregoing Resolution having been read in its entirety, Member \_\_\_\_\_ moved for their passage and adoption. Member \_\_\_\_\_ seconded same. After discussion and on roll call vote the following members voted in favor of passage and adoption of the above Resolution:  
\_\_\_\_\_  
\_\_\_\_\_.

The following members voted against the same:

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The following members were absent or not voting:

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The above Resolution having been consented to by at least seventy percent of the Members of the Board of Education, it was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings law.

**DATED** this \_\_\_ day of August, 2023.

**TWIN RIVER PUBLIC SCHOOLS**

**BY:** \_\_\_\_\_  
President

**ATTEST:**  
\_\_\_\_\_  
Secretary

# 2023-24 Budget Presentation

September 18, 2023

# Posting of Notice

Information on Twin River Public Schools prior financial data can be found at

<https://www.twinriverschools.org/documents/about-our-school/391139>

Or

<https://nep.education.ne.gov//snapshot.html#63-0030-000>

Notice of Hearings was posted in the Genoa Leader Times.

Copies of the Budget and Tax Asking are available by request from the office of the Superintendent. A limited number of copies are available at today's meeting.

# Budget Document

# Budget Restrictions: LB644 Postcard Bill

- Beginning in the 2022-23 school year, if school districts exceeded the 2% Allowable Growth Percentage, districts would be required to send out pink postcards to residents of the district, notifying them of the increase.
- School districts would also be required to attend a Joint Public Hearing to give a presentation covering the reasons for the increase.
- Twin River Public School's calculation
  - $2023 \text{ Real Growth Value per Assessor } (.02) / \text{Prior Year Total Real Property Valuation per Assessor } (\$957,172,696) = 0\% \text{ increase}$
  - What this means: Our allowable growth for the 2023-24 school year is 2% or **\$8,626,440**

# Budget Restrictions: LB243 Tax Request Restrictions

- Beginning in the 2023-24 school year, school districts are restricted by the state on how much they are allowed to tax in the General and Special Building Funds.
- Based on multiple factors:
  - Total Property Tax and Non-Property Tax Revenues from 2020-21 and 2022-23
    - 22-23 General Fund Tax Asking: \$7,676,768
    - 22-23 Special Building Fund Tax Asking: \$780,527
    - 20-21 General Fund Non-Property Tax Revenue: \$518,849
    - 20-21 Special Building Non-Property Tax Revenue: \$1,702
    - 20-21 Special Education Reimbursement: \$407,807
    - 22-23 TEEOSA: \$53,048
    - Total: \$9,438,701
- The state allows for a 3% Base Growth + % of Membership (0%) + Basic Growth % for LEP (.2278%) + Basic Growth % for Poverty (0%) = 3.2278% or **\$9,743,368**

# Budget Restrictions: LB243

- Total Revenue Cap = **\$9,743,368**
- The formula now **subtracts** other revenue:
  - 21-22 General Fund Non-Property Tax Revenue: \$489,930
  - 21-22 Special Building Fund Other Non-Property Tax Revenue: \$3,190
  - 22-23 ESTIMATED Special Education Reimbursement: \$413,408
  - 23-24 TEEOSA Foundation Aid (\$1,500 per student): \$656,942
- Total Revenue Cap - Non-Property Tax Revenue = 23-24 Property Tax Request Authority of **\$8,179,898**
  - This equals a **\$277,397** decrease from the 22-23 school year

# Budget Restrictions: LB243

- With a 70% vote of the Board, we can request up to an additional 7% on top of the \$8,179,898. This would equal \$8,840,607 if needed.
- The proposed budget would ask for **\$8,626,439** or **2.42%** above the total Property Tax Authority.
- Why the additional amount?
  - Preparation in the Special Building Fund
    - A) Bond passes: Prepare for the future without the need for the SBF
    - B) Bond fails: Prepare for the future to start repairs and building for the future
  - There is a shift from the amounts in the General Fund to the Special Building Fund
    - \*\*\*We currently have a healthy reserve in the General Fund, however, there will be a need in the future to move cents in the levy back to the General Fund for operating costs.

# Budget Restrictions Summary

- The proposed budget would ask for **\$8,626,439** or **2.42%** above the total Property Tax Authority.
  - This is the General and Special Building Funds combined.
- We will not have to send a pink postcard or attend a Joint Public Hearing by asking \$8,626,439.

# Valuations

- 20-21 Taxable Valuation: \$966,594,810
- 21-22 Taxable Valuation: \$1,001,510,733 (3.61% Increase)
- 22-23 Taxable Valuation: \$1,027,194,990 (2.56% Increase)
- 23-24 Taxable Valuation: \$1,081,980,784 (5.33% Increase)

# Historical Levies/Tax Asking

- Historical Levies:
  - 18-19: \$.697791
  - 19-20: \$.780537
  - 20-21: \$.823677
  - 21-22: \$.828849
  - 22-23: \$.823339
  - 23-24: \$.797282
- Tax Asking Dollar Amount
  - 20-21: \$7,961,616
  - 21-22: \$8,301,010 (4.26% Increase)
  - 22-23: \$8,457,295 (1.88% Increase)
  - 23-24: \$8,626,439 (2.00% Increase)

# Levy Breakdown

## 2021-22

- General Fund: \$.799096
- Special Building Fund: \$.029753

## 2022-23

- General Fund: \$7,676,768
  - \$.747353 Levy
- Special Building Fund: \$780,527
  - \$.075986 Levy

## 2023-24

- General Fund: \$7,362,803
  - \$.680493 Levy
- Special Building Fund: \$1,263,636
  - \$.116789 Levy

Tax Asking