

Board of Education Regular Meeting

Monday, January 15, 2024 7:30 PM

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

Agenda

1. Meeting Called to Order-Schapmann
 - 1.1. Roll Call-Schapmann
 - 1.1.1. Excused/Unexcused Absences
 - 1.2. Open Meeting Law-Schapmann
 - 1.3. Meeting Properly Published and Posted-Schapmann
2. Administer Oath of Office
3. Review the Conflict of Interest and Board Code of Ethics Board Policies
4. Nomination and Election of Board President
5. Election of Officers-Board President
6. Appointment of Recording Secretary
7. Appointment of Standing Committees
8. Items to be removed from the consent agenda.
9. Consent Agenda
 - 9.1. Approval of Agenda
 - 9.2. Minutes of Previous Meetings
 - 9.3. Claims and Treasurer's Financial Report
 - 9.4. Staffing
10. Rules for Public Participation Stated
 - 10.1. Visitors
11. FCCLA Star Presentation
12. Reports of Administrators and Committees

- 12.1. Principal's Reports
- 12.2. Activities Report
- 12.3. Superintendent Report
13. Consider and take possible action to approve the 2024-2025 Negotiated Agreement.
14. Consider and take possible action to designate and authorize KSB School Law Firm to provide the school district legal counsel.
15. Consider and take possible action to approve the Nance County Journal News as the approved media outlet for publicizing meetings for Twin River Public Schools.
16. Consider and take possible action to approve Policy 3002 resolution that identifies Cornerstone Bank of Monroe, Genoa Community Bank, and Bank of Clarks in Silver Creek as the Official Depositories of Twin River Public Schools.
17. Date, Time, and Location of Next Meeting
18. Adjournment

"I, ...(name)..., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of the _____ School District Board of Education according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United

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States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God."

**2005
Conflict of Interest**

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

- a. Business with which a board member is associated shall include the following:
 - (1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
 - (2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.
- b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
- c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

2. Contracts with the School District.

- a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in

any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her parent, spouse, or child has a business association with the business involved in the contract or will receive a payment, fee, or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
 - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
 - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
 - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

3. Contracts with Board Member's Immediate Family.

a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:

- (1) All district employees.
- (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

4. Employing Members of the Immediate Family.

a. A board member may recommend for employment or supervise the employment of an immediate family member if:

- (1) The board member does not abuse his or her position.
- (2) Abuse of official position shall include, but not be limited to, employing an immediate family member:
 - (i) who is not qualified for and able to perform the duties of the position;
 - (ii) for any unreasonably high salary;
 - (iii) who is not required to perform the duties of the position.
- (3) The board makes a reasonable solicitation and consideration of applications for employment.
- (4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.
- (5) The board approves the employment or supervisory position.

- b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
5. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
- a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
 - (1) a public official, public employee, or candidate.
 - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
 - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
 - b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.
 - c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.
 - d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.
6. Conflict of Interest Relating to Campaigning or Political Issues
- a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or

election of a candidate or the qualification, passage, or defeat of a ballot question.

- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
 - (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
 - (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
 - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
 - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.
8. Recordkeeping
- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
 - (1) The names of the contracting parties.
 - (2) The nature of the interest of the board member in question.
 - (3) The date that the contract was approved.
 - (4) The amount of the contract.
 - (5) The basic terms of the contract.
 - b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.
9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: August 7, 2017
Revised on: _____
Reviewed on: _____

Deleted: _____

2012 Board Code of Ethics

The board recognizes that collectively and individually, all members of the board must adhere to an accepted code of ethics in order to improve public education. Board members must conduct themselves professionally and in a manner fitting of their position.

Each board member shall:

1. Attend all regularly scheduled board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
2. Endeavor to make policy decisions only after full discussion at publicly held board meetings;
3. Render all decisions based on the available facts and his or her independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
4. Encourage the free expression of opinion by all board members, and seek systematic communication between the board and students, staff and all elements of the community;
5. Work with other board members to establish effective board policies and to delegate authority to the superintendent to administer the school district;
6. Communicate expressions of public reaction to the board policies and school program to other board members and the superintendent;
7. Learn about current educational issues by individual study and through participation in seminars and programs, such as those sponsored by the state and national school board associations;
8. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
9. Avoid being placed in a position of conflict of interest, and refrain from using the board member's position on the board for personal or political gain;

10. Refrain from discussing the confidential business of the board in any setting except a board meeting;
11. Refrain from micro-managing the affairs of the school district;
12. Recognize the superintendent as the executive officer of the board;
13. Work constructively and collegially with the other members of the board, students, staff and patrons.
14. Refer complaints to the superintendent or building principal, as appropriate;
15. Always be mindful of his/her fiduciary obligation to the school district, including duties of loyalty and care, by placing the interests of the district above the board member's personal interests.
16. Remember that a board member's first and greatest concern must be the educational welfare of the students attending this district's schools.

Adopted on: August 7, 2017

Revised on: _____

Reviewed on: _____

Board of Education Regular Meeting
Monday, December 18, 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

John Nelson-present

John Reeg-present

Chelsa Thompson-present

Jennifer Swantek-present

David Baxa-present

Jeremy Vetick-absent

1.1.1. Excused/Unexcused Absences

Dave Baxa makes the motion to excuse the absence of Jeremy Vetick and a second by John Reeg.

Baxa-yes,Nelson-yes,Reeg-yes,Swantek-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

2. Consent Agenda

2.1. Minutes of Previous Meetings

2.2. Claims and Treasurer's Financial Report

2.3. Staff Hires/Resignations

Kristin Slizoski (para)-Resigning, last day will be 12/20.

ChelsaThompson makes the motion to approve the consent agenda and a second by John Reeg

Nelson=yes,Reeg=yes,Thompson=yes,Swantek=yes,Baxa=yes

3. Reports of Administrators and Committees

3.1. Principal's Reports

Buhl- On 12/7 elementary completed Fastbridge testing for ELA and Math, used to determine if students need or had improvement with interventions. MAPS and NSCAS testing will take place after break.

On 12/13 Completed ESU7 leadership learning rounds with a few surrounding elementary principals. They spent the morning walking through several classrooms at Twin River. Provided input as well as noted current strengths, and had discussion over observation.

12/14 was the Elementary Christmas Concert, Ms. Nelson and Mr. Reiff did a great job. 12/20 will be the last student day before holiday break (1:30 dismissal) and will have a United Way presentation for staff if they want to attend. 12/21 is a staff work day/PD day.

Barrett- Attended State Principals Conference 12/6-7. ICU update-kids wrapping up assignments and tests before 2nd semester ends. High School staff proposed adding a timeline to ICU in order to manage ICU better.

All formal and informal staff evaluations have been completed for the semester. Meeting with business teachers before the end of the semester to discuss graduation requirements for new Computer Science Standards.

3.2. Activities Report

JH wrestling ended its season in Seward on Saturday. Winter sports are well on their way, JH basketball ended the season Saturday, had 11 girls out for the year, A team ended 3-6 and B team ended 2-5. JH Boys will have a meeting before the end of semester.

Holiday tournament will be December 29th-30th. HS Wrestling has been competitive in their first 3 matches, Zach Held has received 1st place at the last 3 meets. Speech has competed in one meet in Lincoln, and will look forward to a home meet on January 6th.

The Gym floor will receive another layer of finish over NSAA activity moratorium.

3.3. Superintendent Report

NDE AQuESTT Proficiency rates were presented with an improvement on the district. This report provides overall state data in English and Math among other indicators. The report rankings are: Needs Support, Good, Great, and Excellent. In the past as a district, Twin River was ranked "Good". This year we improved our rank to "Great" in the elementary and high school categories. Middle School improved rank to "Excellent" in 7-8th grade with overall proficiency of 80% in Science. Mr. Schapmann is pleased with improvement and efforts from staff and students. The district will continue to strive for more improvement.

Data from 21-22 year, we are on a corrective action plan for Special Education. We have currently corrected all tasks but will continue to take recommended trainings throughout the year.

Mr. Schapmann will meet with the transportation committee, the district is in need of a used transit van. Companies do not make new 11 passenger transit vans anymore, and will need to discuss options for the future. Housing at the end of the block is going down and will become a parking student lot. Concrete for pre-school is almost finished and looks so much better. Mr. Schapmann will meet with Hausmann and Clark & Enerson on Thursday. Furniture update- hoping to have demo units by Friday, and carpet/laminate will be 12/26 for the hallway/Central Office.

4. Consider and take possible action to approve the invoice from Andrew Nelson for the repair of Bus #13.

Mr. Schapmann noted the bus has been to numerous repair shops and the electrical issue was still persisting as it is a difficult situation. There were limited options of what to do with the bus with minimal trade-in value and new buses being expensive. Andrew spent a large amount of time problem solving and fixing the issue.

John Reeg makes motion to approve the invoice from Andrew Nelson for the repair of Bus #13 and second by Chelsa Thompson.

Reeg-yes, Swantek-yes, Thompson-yes, Baxa-yes, Nelson-abstain

5. Consider and take possible action to approve the resolution for the interlocal agreement with ESU 7 for the Special Education Expansion Project.

John Nelson makes the motion to approve the resolution for the interlocal agreement with ESU 7 for the Special Education Expansion Project and a second by John Reeg

Thompson-yes, Nelson-yes, Baxa-yes, Swantek-yes, Reeg-yes

6. Consider and take action to approve the resolution with the Nebraska State Department of Roads to allow the use of radar signs.

Chelsa Thompson makes the motion to approve the resolution with the Nebraska State Department of Roads to allow the use of radar signs and a second by John Reeg

Baxa-yes,Nelson-yes,Swantek-yes,Reeg-yes,Thompson-yes

7. Date, Time, and Location of Next Meeting

January 15, 2023 at 7:30p.m. Elementary Media Center

8. Review and discuss the superintendent evaluation.

Top 3 strengths evaluated by the board are board/superintendent relations, budget planning and professionalism/leadership.

The board and superintendent are continuing to improve on lowering cost per student. As a district, the cost per student is more than other districts comparable to our size.

9. Executive Session for the purpose of discussing the superintendent evaluation.

Board entered executive session at 8:39pm

Motion by Thompson and a second by Nelson to enter into executive session for the purpose of discussing the superintendent's evaluation.

Board exited executive session at 8:52pm.

Motion by Reeg with a second by Nelson to exit executive session

10. Adjournment

Dave Baxa to adjourn meeting at 8:52 p.m. and a second by John Reeg.

Thompson-yes, Baxa-yes, Swantek-yes, Reeg-yes, Nelson-yes

Jennifer Swantek, Board President

John Reeg, Board Secretary

December 2023

Monthly Claims

ACT-\$578, Applied Connective-\$6,249.48, Bank of America (dues/fees, supplies)- \$9,341.61, Black Hills Energy- \$3,649.97, Bosselman Pump & Pantry- \$3,420.49, Boys Town (Pupil services)-\$4,480.20, BSN Sports- \$1,115.71, City of Genoa-\$14.11, College Board-\$103.32, Columbus Door and Window-\$16,721.68, Cornhusker Marriott-\$559, Custom Sports-\$1,537, Decker Equipment-\$2,724.64, Eakes(lease and rent)- \$914.08, ESU #7 (SPED svc)- \$12,536.64, Frontier- \$1,837.15, Gary's Plumbing-\$250.48, Genoa Leader Times- \$530.50, Genoa Medical Facilities-\$6,455, Genoa Community Hospital (Health Screens)-\$263, Hire Right-\$306.60, Hometown Leasing-\$2,278, Island Supply Welding (supplies)- \$201.08, JW Pepper-\$209.98, KSB-\$2,894.45, Loup Power District-\$5,513.95, MARC-\$604.67, Marriott Downtown-\$1,352, Matheson-\$95.61, Menards-\$392.29, Misko Sports-\$1,265, Motion Picture License-\$288.66, NAPA Auto Parts-\$3.99, NRCSA-\$100, Paul Robinson-\$32, Platte Valley Pest Control (pest control)- \$85.00, Polk County RPPD (SC electric bill)- \$2,948.52, Quadient-\$1,003, Remind-\$1,914, Sack Lumbar-\$1,813.55, Sapp Bros-\$973, Scholastic-\$246.17, Scotty Andreasen-\$33.33, Staples-\$471.66, Steve Weiss Music-\$25.95, T&R Auto-\$5,385.72, Unite Private network (ethernet)-\$451.22, Verizon-\$160.06, Village of Silver Creek (water, sewer, gas)- \$189.52, Vyve Broadband- \$505, WageWorks-\$100, Wemhoff Refrigeration-\$8,413, Zieglar Oil Company-\$221.30

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



P.O. Box 640
 Genoa, NE 68640
 Phone: (402) 993-2274
 Fax: (402) 993-7718

Business Manager
 Lori Swantek

Twin River Public Schools

January 2024 Board Meeting

Staffing Status

Staff Name	Position	Status	Effective
Nichole Pearson	Pre-School Para	Resignation	December 21, 2023
Faith Zimmer	Pre-School Para	Hire	January 3, 2024
Linda Kush	Elementary Para	Hire	January 3, 2024
Barb Kuntz	7-12 Science	Retire	May, 2024
Scott Fehringer	Elementary Reading	Retire	May, 2024
Roxanne Olson	Media Specialist	Retire	May, 2024
Anne Mohr	Kindergarten	Retire	May, 2024
Jeanne Czarnick	Ele/JH Reading	Retire	May, 2024

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

Twin River Board of Education
Monday, January 15, 2024

- FastBridge Testing
 - Completed in December

- Upcoming Testing for elementary students
 - January 16th - 19th
 - NSCAS: 3rd-6th grade
 - MAPS: K-2nd grade

- SHIP
 - February 1st: Family engagement event: Book Bingo/Book Fair
 - February 7th and 8th: Scholastic Book Fair

7-12 Principal Report January 2024

- NSCAS Testing Wednesday and Thursday 17th and 18th
- Staffing- HS Science
- Proposed Graduation Requirements Change:
 - Total Credits: 250
 - English- 40
 - Math- 30
 - Science- 30
 - Social Studies- 30
 - Computer Science- 5
 - Personal Finance- 5
 - Electives- 110

Recent Happenings:

- Speech: Hosted the Twin River Speech Invite on January 6th
 - Finished 3rd as a team
 - Individual placers:
 - In Serious Prose, Aubree Brandenburger placed 4th in merit finals (15th overall)
 - In Humorous Prose, Gavin Vanek placed 5th in honors finals (12th overall).
 - In Entertainment Speaking, Ava Martinez placed 4th in honors finals (10th overall).
 - In Entertainment Speaking, Brayden Rinkol placed 3rd in honors finals (9th overall).
 - In Persuasive Speaking, Xander McComb placed 3rd in honors finals (9th overall).
 - In Informative Speaking, Kenzie King placed 3rd in honors finals (9th overall).
 - In Persuasive Speaking, Clay Brandenburger placed 1st in honors finals (7th overall).
 - In Extemporaneous Speaking, Xander McComb placed 1st in honors finals (7th overall).
 - In Informative Speaking, Courtney Kemper placed 1st in honors finals (7th overall).
 - In Informative Speaking, Tessa Cherry placed 6th.
 - In Serious Prose, Grace Weaver placed 5th.
 - In Humorous Prose, Mason Rinkol placed 5th.
 - In Persuasive Speaking, Logan Kershaw placed 5th.
 - In Program of Oral Interpretation, Grace Sagales placed 3rd.
 - In Extemporaneous Speaking, Tessa Cherry was tournament runner-up!
 - In Extemporaneous Speaking, Clay Brandenburger was tournament champion!
 - In Entertainment Speaking, Austin Anderson was tournament champion!
 - In Serious Prose, Lydia Ziemba was tournament champion!
- HS Basketball
 - Girls and boys placed 3rd at the Columbus Holiday Tournament
 - Boys currently sit at 6-5; Girls currently sit at 3-8
- JH Boys Basketball
 - January 8th game was postponed due to weather—make up date TBA
 - Home games Jan. 15th and 16th

Upcoming events:

- Speech @ Scotus Invite - January 20th

- JH Boys Basketball
 - Home games January 15th (Aquinas) and January 16th (Osceola)
- HS Basketball
 - 1/16/2024: Varsity only G/B vs. Aquinas
 - 1/18/2024: JV/V (no JV girls) @ Clarkson/Leigh
 - 1/19/2024: JV/V (no JV girls) vs. Giltner
 - 1/26 - 2/3 : EHC Tournament
- Baseball signup on Friday
- HS Basketball Parents Night - 1/23/2024 vs. Stanton

District 2 NSAA Update

- I did not attend due to road conditions but [here](#) are the results from the proposals voted on.

TWIN RIVER

NEGOTIATED

AGREEMENT

2024 - 2025

PREAMBLE

This agreement is made and entered into this __4th__ day of January, 2024, by and between the Board of Education of the School District of Twin River in the State of Nebraska (hereinafter referred to as the "Board" or "District" as the context may require) and the Twin River Education Association (hereinafter referred to as the "Association").

GENERAL PURPOSE

The Board and the Association recognize that the development of a quality educational program for the children attending the public schools of Twin River is a joint responsibility that can best be achieved by agreement that all parties work toward common goals. The Board and the Association enter in this Agreement with mutual dedication, recognizing that the experience, creativity and judgment of all parties are necessary to reach the educational needs of the communities.

NEGOTIATIONS PROCEDURES

The two parties to this Agreement believe the following basic procedures are necessary for good faith bargaining to occur:

Each party will name a negotiations team and indicate a spokesperson, such information to be given to the other party prior to the first session.

Either party may request bargaining be opened by contacting the President or spokesperson of the other party.

Meeting dates and times will be scheduled by mutual consent of the two parties.

Facts, opinions, proposals and counter-proposals will be freely discussed in good faith during the meetings.

All participants shall treat each other professionally and respectfully during discussions and shall give due consideration to all proposals.

Final agreements shall be reduced to writing and signed by both parties.

ARTICLE I

Recognition

The Board recognizes the Association as the exclusive and sole collective bargaining representative for all teachers employed by the District.

Teacher shall mean all certificated teaching personnel employed by the district, but excluding the Administration and Activities Director.

ARTICLE II

Teacher Rights

Nothing contained in this Agreement shall be construed to deny any teacher those rights provided under Nebraska law or other applicable laws and regulations. Rights granted to teachers herein

shall be deemed to be in addition to those provided elsewhere.

The Board will not discriminate against any teacher with respect to terms and conditions of employment by reason of membership in the Association and its affiliates, participation in collective negotiations with the Board, or institution of a grievance under the terms of this Agreement.

ARTICLE III

Association Rights

A. Payroll Deduction of Dues

The Board agrees to deduct from the salaries of the teachers dues for the Association as well as for the Nebraska State Education Association and the National Education Association or any one of a combination of such organizations as said teachers individually and voluntarily authorize the Board to deduct. The Board further agrees to remit promptly such monies to the treasurer of the Association. The Board agrees to deduct from the final paycheck of each teacher whatever amount is necessary to complete the annual obligation to the Association. This authorization shall be ongoing until the District, to the contrary, receives written notification from the Association.

B. Association Use Of District Property

Representatives of the Association and its affiliates shall be allowed to conduct Association business on school property during school hours, providing such business does not cause undue interruption of the school program.

The Association shall be allowed the use of the school buildings for meetings, providing that such use does not result in unscheduled maintenance costs, in which case an appropriate fee for that use will be negotiated between the parties to this Agreement.

The Association shall be allowed the use of school equipment including typewriters, computers, duplicating machines, audio-visual equipment, and standard office equipment, provided that the Board may assess the Association a reasonable fee for expendable supplies consumed during such use.

The Association shall be allowed to make reasonable use of the school's communication system, including teachers' mailboxes, intercom, teacher bulletins, etc. Such use shall not cause interruption of the education program of the school.

C. Subcontracting

The duties of any bargaining unit employee or the responsibilities of any teaching position in the bargaining unit shall not be contracted out to persons not covered by this agreement without the prior written notice conveyed to all teachers.

ARTICLE IV

Grievance Procedure

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable

solutions to the problems that may from time to time arise concerning the interpretation, application, or meaning of the terms and conditions of employment in this school district. An underlying principle of the grievance procedure is to ensure fair and equitable treatment to the district's employees.

A. Definitions

Grievance: Any claim or claims by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of any District policies covering terms and conditions of employment including but not limited to, the terms of this agreement.

Grievant: Teacher, group of teachers, or the Association making the claim as provided in the paragraph above.

Time Limits: All time limits herein shall consist of teacher working days except when a grievance is submitted after the end of the school year; the time limits shall consist of all weekdays Monday through Friday. The number of days indicated at each level should be considered maximum and every effort shall be made at all levels to expedite the process. Failure of any grievant to comply with the time limits contained herein shall constitute a waiver of right to appeal to the next step. Failure of the Board or its representatives to comply with the time limits at any level shall permit the grievant to appeal the grievance to the next level.

Grievance Meetings or Hearings: All meetings and hearings under this procedure up to and including Step 2 shall be conducted in private and shall include only the administration's representatives, the grievant, and the grievant's designated representatives. If the grievant chooses to not have a representative assist them, the Association shall have the right to be present as provided in Section II of this procedure. All parties shall have the right to record the proceedings of any hearing or meeting at all formal levels of the grievance procedure. Hearings before the board shall be closed, at the discretion of the grievant.

B. Association Representation

A grievant shall have the right to have Association representatives present to represent the grievant at each level of the grievance procedure. Where a grievant chooses to not have a representative assist them, the Association, at its discretion, may have representatives present for any meetings, appeals or other proceedings relating to a grievance, which has been formally presented. Nothing herein shall be construed as limiting the right of any teacher to discuss their grievance informally with their immediate supervisor and having the grievance adjusted informally.

The Association shall be notified in writing of the issues and the settlement before any settlement becomes effective. The settlement shall not be inconsistent with the terms of the Negotiated Agreement.

C. Reprisals

No reprisals of any kind shall be taken against any employee who utilizes this grievance procedure.

D. Withdrawal of a Grievance

An employee may withdraw their grievance at any level of the procedure without fear of reprisal from any party.

E. Advanced Step Filing

The grievance shall be initially filed at the level where the decision resulting in the grievance was made.

F. The Procedure

Informal Resolution: The parties believe that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. When requested by the teacher, a representative of the Association may assist in this resolution. However, when the grievance remains unresolved, then the grievance shall be processed as follows:

Step 1. The grievant shall present the grievance in writing to the employee's principal. A hearing shall be held within five (5) working days. Within two (2) days of the hearing the principal shall provide a written answer to the grievance.

Step 2. If not resolved at Step 1, the grievant may appeal the decision to the Superintendent. The Superintendent shall arrange for a hearing with the grievant within ten (10) days of receipt of the appeal. Each party shall have the right to call such witnesses as deemed necessary to develop the facts pertinent to the grievance. The superintendent will have three (3) days from the date of the hearing to provide the grievant and the Association a written decision.

Step 3. If the grievance is not resolved at Step 2, the grievant may appeal the grievance in writing to the Board president. Within ten (10) days from the date the appeal is received the Board president shall schedule a hearing on the grievance before the Board of Education: The hearing shall be held not later than thirty (30) days from receipt of the appeal. Each party shall have the right to call such witnesses, as it deems necessary to develop facts pertinent to the grievance. The Board will have five (5) days from the date of the hearing to notify, in writing, the grievant and the Association of the Board's decision.

Step 4. If the grievant is not satisfied with the disposition of the grievance at Step 3, or if a written decision has not been rendered within the time provided, the grievant within thirty (30) days of the Board's reply may notify the Board, in writing, of the intent to submit the grievance to binding arbitration. The arbitrator shall be chosen by the parties and shall be a person mutually acceptable to the Board and the Association. If the Board of Education and the Association are unable to agree on an arbitrator within ten (10) days after receipt of notice, an arbitrator shall be sought from the American Arbitration Association. The arbitrator shall have no power to alter the terms of any negotiated agreement, but shall be empowered to include in any award such financial reimbursements or remedies judged by the arbitrator proper to resolve the grievance. No evidence or positions shall be submitted to the arbitrator by either party that was not previously disclosed to the other party. The cost of the arbitrator shall be equally borne by the Board and the grievant. All other expenses shall be borne by the

party incurring the expense. The decision of the arbitrator shall be binding upon both parties.

ARTICLE V

Salaries

A. Salary Schedule

The salary of each teacher covered by this Agreement shall be determined by the salary schedule attached as Appendix A to this Agreement.

B. Initial Placement

When hired, teachers can be credited with all prior K-12 years of teaching experience and placed on the schedule according to their degree level.

C. Base Salary

The base salary shall be \$40,400 for 2024-2025.

D. Horizontal Movement

Credit for additional hours shall be credited with the new starting contract date. Horizontal movement on the salary schedule shall take place accordingly. All approved post BA hours shall earn credit for horizontal advancement on the salary schedule. Beginning with the 2021-2022 negotiated agreement, the BA+54 pay slot will be removed from the salary schedule. However, a teacher who will complete enough college hours to attain BA 54 by August 15, 2021 will be placed at the MA+9 pay level on the salary schedule (Exhibit A) until the teacher departs from the district. After August 15, 2021 the BA+54 pay level will no longer be available. Horizontal movement shall be limited to one horizontal step per year. See appendix A.

E. Vertical Movement

Teachers shall be placed on the proper vertical step in accordance with their experience in the district plus credited prior teaching experience. Vertical movement shall be limited to one vertical step per year. See appendix A.

F. Advancement in the Absence of a Successor Agreement.

Each teacher employed by the District will receive vertical and horizontal advancement if applicable in the event this agreement continues for the following school year in accordance with the provisions of Article XIV.

G. Extra Duty

Where a contractual agreement has been reached between an individual teacher and the district

relating to the performance of extra-curricular duties, the salary shall be in accordance with the provisions of the extra duty/extra-curricular salary schedule attached as Appendix B.

H. Extended Contracts

Where a contractual agreement has been reached between an individual teacher and the district relating to employment beyond the annual employment period defined in Article VII Section E, the salary for that extended contract shall be a prorated extension of that teacher's daily rate of pay for the annual employment period. Employee will be paid for extended contract days after services have been completed.

I. Mileage

A teacher, who is required to drive their private vehicle additional distance between school sites as part of their assignments, will be paid at the IRS Allowable Rate for reimbursement for such driving. The District will not be required to pay mileage from home to school or school to home. All additional required travel for the District shall be reimbursed at the same rate.

J. Overload Compensation

The normal teaching load in the junior high and senior high shall be six (6) classes plus a planning period and homeroom, noon duty or study hall. Teachers scheduled for additional class periods shall be compensated at 1/8th the daily rate of the base pay.

K. Miscellaneous

Additional compensation shall be provided for teachers sacrificing planning time to cover another teacher's class or if a teacher covers a class simultaneously, in addition to their class. This does not apply on activity days with small number of students or when a majority of students are absent. The teacher shall be paid at a rate of 25 minutes equals \$10.00 and 50 minutes equals \$20.00. This shall be payable in the monthly paycheck.

L. Compensation for Dual Credit Classes

A teacher who teaches a dual credit class during the school day where students earn college-credit, and the district receives money from the institution granting the college-credit, the District will pay the teacher one-half of the money received. The other half of the money received by the district will be available to the District to be used as they see fit.

ARTICLE VI

Insurance and Annuities

A. Health Insurance

The Board shall provide NSEA Educators Health Alliance endorsed health insurance, Blue

Preferred \$1050 deductible, and BC/BS PPO 100% A, 75% B with 50% C dental coverage.

For the 2024-2025 master negotiated agreement, the District shall pay the full monthly premium for the EHA Blue Preferred Coverage with \$1050 Deductible and the full monthly premium for the EHA Dental Coverage with PPO 100% A, 75% B with 50% C dental coverage for all insurance tiers. Such tiers shall be identified as Employee, Employee with Child(ren), Employee and Spouse, and Employee, Spouse and Children. These tiers are part of the EHA plans effective September 1, 2019. All benefits shall be prorated to the percentage of employment for employees who are employed at .5 FTE or more.

A search for comparable insurance is an ongoing effort. Upon agreement by both TREA and the Board, insurance may be changed. This statement is applicable for the 2022-2023 school year.

B. Life Insurance

The Board shall provide group life insurance protection in the amount of \$25,000 to each teacher covered by this Agreement.

C. Disability Insurance

The Board shall provide group long-term disability insurance for each certified employee. Teachers will pay their own disability insurance premium at the beginning of each school year. The benefits shall be payable upon the exhaustion of earned sick leave at 66 2/3 percent of annual contractual salary plus fringe benefits. Benefit payments shall continue to age seventy (70) or until termination of disability, whichever occurs first.

D. Complete Annual Coverage

For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period.

E. IRS Section 125 Plan

The District shall provide and pay the administration fee for an IRS Section 125 Plan.

ARTICLE VII

Terms of Employment

A. Teacher's Contract

A contract for the employment of a teacher shall be in writing.

B. Release from Contract

Prior to April 15, teachers who wish to be released from their contract shall be released therefrom upon written request filed with the Board of Education. Both parties shall mutually agree to release from the contract after April 15. There shall be no penalty for release from a contract.

C. Half-Time/Job-Sharing

Half time and job-sharing employees will receive salary and fringe benefits. Half-time employment equals half-time benefits. All benefits and leave shall be prorated according to the percentage (1/2 time and above) of employment. (Example: 1/2 time employment receives 1/2 benefits and leave). This excludes anyone teaching less than 1/2 time.

D. Normal Duty Day

The normal duty day for bargaining unit teachers shall be 8 hours.

E. Annual Employment Period

The annual employment period for bargaining unit teachers shall be 185 contract days.

F. All bargaining unit teachers shall be granted each day not less than one class during the student day for purposes of preparation. Such time shall be free of all other activities or assignments. In the event an employee is requested or required to perform other tasks during such preparation period, the employee shall be paid an additional compensation as provided in Article V Section K.

G. The Board agrees that the primary responsibility of the teacher is to teach, and shall organize the school day and work force to ensure that the teachers' skills are utilized to this end.

ARTICLE VIII

Leaves

A. Sick Leave

1. At the beginning of each school year each teacher shall be credited with ten (10) days paid sick leave allowance. The unused portion of such allowance shall be accumulated from year to year to a total of forty-five (45) days. The Board shall furnish to each teacher a written statement at the beginning of each school year setting forth the total of sick leave credit.

2. The teacher will be entitled on or before June 15th immediately following the end of the school year to turn back to the School District a maximum of ten (10) sick leave days. The School District shall then pay fifty dollars (\$50) for each day the teacher is entitled, such payment to be made with the July paycheck. The School District shall inform all teachers of all unused sick leave days no later than June 1st of each year.

3. A teacher leaving the school system will receive twenty-five dollars (\$25) per day to a maximum of thirty (30) sick leave days for each day of unused accumulated sick leave.

4. Teachers shall be able to use their sick leave, for illness in the immediate family. Immediate family shall include spouse, children, mother, father, mother-in-law, father-in-law, grandparents,

siblings, and others living in the home.

5. The teachers are able to donate their unused sick days to other teachers with board approval.

6. Teachers shall be able to use sick leave to attend a funeral for a person not specified under the bereavement policy part D. Teachers can use 2 days during a school year.

B. Personal

At the beginning of each year each teacher shall be credited with two (2) days of paid personal leave. The unused portion of such allowance shall be accumulated from year to year to a total of six (6) days. The teacher shall notify their immediate supervisor at least seven (7) days in advance of the intended personal leave. These days should not precede or follow scheduled vacation days. Exceptions can be made given extenuating circumstances. Unused personal days over the 6 days will be paid at the substitute teacher daily rate of pay. With the understanding that after all coverage options have been exhausted, "Personal leave may be denied if a substitute cannot be found for replacement."

C. Professional Leave

Teachers shall be given two (2) days professional leave (to attend professional meetings, workshops, classroom visitations, state contests/activities, etc.) with administrative approval. Additional days may be granted subject to administrative approval. Professional leave shall not be deemed to include those meetings, workshops, etc., which the school administration require a teacher to attend.

D. Bereavement

Up to three (3) days of paid leave per occurrence shall be granted each teacher in the event of death in the immediate family. Immediate family shall include spouse, children, mother, father, mother-in-law, father-in-law, grandparents, siblings, sibling-in-laws, step parents, half-siblings, uncles, aunts, aunt-in-laws, uncle-in-laws, and others living in the home. The teacher may use their personal and/or sick leave days after the three (3) days are used. Special circumstances will be taken into consideration on an individual basis.

E. Extended Leave

Any of the leaves in Article VIII may be extended without pay at the teacher's request with Administrative and Board approval.

~~ARTICLE IX~~

~~Early Retirement~~

~~— A. Teachers hired before January 1, 2021, must complete a minimum of ten (10) years teaching experience in the Twin River District to have the option of early retirement with the District providing the following:—~~

~~1. Monthly single retiree health/dental premium from age sixty (60) and/or meeting the Rule of 85 to eligibility of Medicare.~~

~~2. A one-time incentive of five hundred fifty dollars (\$550) x the number of years teaching within the Twin River school system at age sixty (60) and/or meeting the Rule of 85.~~

~~3. Each teacher will be given full credit of their teaching years with the former districts of Genoa, Monroe, and Silver Creek.~~

~~B. The teacher shall notify the Board of the intent to retire at the end of the current school year no later than Jan 7th.~~

~~1. The teacher shall have until January 31 to verify or rescind their early retirement application with the Twin River Board of Education.~~

For the 2024-2025 school year, the above Article IX will be removed.

ARTICLE X

Miscellaneous Provisions

A. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

B. Separability Clause

If any of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XI

Personnel File

A. File

Any teacher shall have the right, upon request, to review the contents of their personnel file(s) and to receive copies of any documents contained therein.

B. Derogatory Material

No material derogatory to a teacher's conduct, service, character, performance or personality shall be placed in the teacher's personnel file unless the teacher has been provided a copy and had the prior opportunity to review the material. The teacher shall acknowledge that they had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and their answer shall be reviewed by the superintendent or the superintendent's designee and attached to the file copy.

C. No Separate File

Although the Board agrees to protect the confidentiality of personal reference, academic credentials and other similar personnel records, it shall not establish any separate personnel file(s) that is not available for the teacher's inspection.

ARTICLE XII

Safety

The parties agree that it is the responsibility of the Board to provide and maintain a safe place of employment. Consistent with the teacher's assignment, it is the responsibility of the teacher to report observed unsafe or hazardous practices or conditions. The principal or immediate supervisor will contact duly qualified personnel who will in turn make a timely inspection and take steps to remedy the condition. Teachers shall not be required to work under reported conditions found to be detrimental to their health, safety or well-being.

Teachers shall not be required to perform tasks that endanger the personal health, safety and well-being of their pupils.

Pursuant to LB 757, passed by the 1993 Legislature, the district and the Association agree to create a safety committee for the purpose of monitoring the safety of the workplace. The District shall also establish a crisis team.

ARTICLE XIII

Duration of Agreement

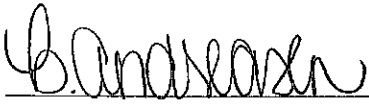
This contract shall be effective as of the beginning of the 2024-2025 school year and shall continue in effect until a substitute contract is adopted, which shall then be fully retroactive to the beginning of the 2025-2026 school year, except that any insurance premium adjustments shall be effective as soon as possible after settlement.

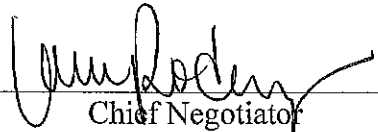
ARTICLE XIV

Document Authorization

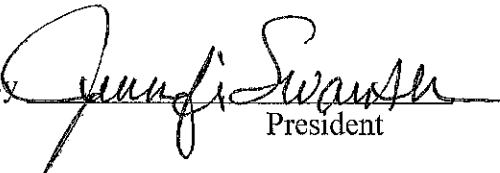
In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed here on, all on this day and year ____ January 4th, 2024.

Twin River
Education Association

By 
President

By 
Chief Negotiator

Twin River
Board of Education

By 
President

By _____
Chief Negotiator

Appendix B

EXTRA DUTY SALARY SCHEDULE

SPORTS

CATEGORY I Head Girls Basketball, Head Boys Basketball
Level: A – 11%, B – 12%, C – 13%, D – 14%

CATEGORY II Head Football, Head Volleyball, Head Wrestling, Head Softball,
Head Cross Country, Head Golf, Head Track Girls or Boys, Head Baseball
Level: A – 10%, B – 11%, C – 12%, D – 13%

CATEGORY III Asst. Girls Basketball, Asst. Boys Basketball
Level: A – 9%, B – 10%, C – 11%, D – 12%

CATEGORY IV Asst. Football, Asst. Volleyball, Asst. Wrestling, Asst. Track
Girls or Boys, Fr. Coaches, Asst. Softball, Asst. Baseball
Level: A – 8%, B – 9%, C – 10%, D – 11%

CATEGORY V Jr. High Sports, Asst. Golf, Asst. Cross Country
Level: A – 5%, B – 6%, C – 7%, D – 8%

ACTIVITIES

CATEGORY I Instrumental Music, Vocal Music, Speech, Cheerleading Sponsor,
School Improvement Co-Chair, FBLA, FFA, FCCLA, Broadcasting Club
Sponsor
Level: A – 8%, B – 9%, C – 10%, D – 11%

CATEGORY II One Act, Student Council, Asst. Speech
Level: A – 6%, B – 7%, C – 8%, D – 9%

CATEGORY II I Jr. Class Sponsor, Quiz Bowl, Mock Trial, Yearbook, State
Assessment Site Coordinator, Dance Sponsor
Level: A – 3%, B – 4%, C – 5%, D – 6%

CATEGORY IV Sr. Class Sponsor, So. Class Sponsor, Fr. Class Sponsor,
National Honor Society, Seventh Grade Sponsor, Eighth Grade
Sponsor, MTSS
Level: A – 2%, B – 3%, C – 4%, D – 5%

Percentages are calculated from the base salary (see Appendix A) for each sponsor or coach
Level A – 0 – 4 years in the activity/sport Level B – 5 – 8 years in the activity/sport
Level C – 9 – 12 years in the activity/sport Level D – 13 or more years in the activity/sport

APPENDIX A

Twin River Public Schools
2024-2025

Vertical Index	0.0400
Horizontal Index	0.0500
Base Salary	40,400

	BA	BA+9	BA+18	BA+27	MA/BA36	MA+9	MA+18	MA+27	MA+36
Step 1	1.0000 40,400	1.0500 42,420	1.1000 44,440	1.1500 46,460	1.2000 48,480	1.2500 50,500	1.3000 52,520	1.3500 54,540	1.4000 56,560
Step 2	1.0400 42,016	1.0900 44,036	1.1400 46,056	1.1900 48,076	1.2400 50,096	1.2900 52,116	1.3400 54,136	1.3900 56,156	1.4400 58,176
Step 3	1.0800 43,632	1.1300 45,652	1.1800 47,672	1.2300 49,692	1.2800 51,712	1.3300 53,732	1.3800 55,752	1.4300 57,772	1.4800 59,792
Step 4	1.1200 45,248	1.1700 47,268	1.2200 49,288	1.2700 51,308	1.3200 53,328	1.3700 55,348	1.4200 57,368	1.4700 59,388	1.5200 61,408
Step 5	1.1600 46,864	1.2100 48,884	1.2600 50,904	1.3100 52,924	1.3600 54,944	1.4100 56,964	1.4600 58,984	1.5100 61,004	1.5600 63,024
Step 6	1.2000 48,480	1.2500 50,500	1.3000 52,520	1.3500 54,540	1.4000 56,560	1.4500 58,580	1.5000 60,600	1.5500 62,620	1.6000 64,640
Step 7	1.2400 50,096	1.2900 52,116	1.3400 54,136	1.3900 56,156	1.4400 58,176	1.4900 60,196	1.5400 62,216	1.5900 64,236	1.6400 66,256
Step 8		1.3300 53,732	1.3800 55,752	1.4300 57,772	1.4800 59,792	1.5300 61,812	1.5800 63,832	1.6300 65,852	1.6800 67,872
Step 9			1.4200 57,368	1.4700 59,388	1.5200 61,408	1.5700 63,428	1.6200 65,448	1.6700 67,468	1.7200 69,488
Step 10			1.4600 58,984	1.5100 61,004	1.5600 63,024	1.6100 65,044	1.6600 67,064	1.7100 69,084	1.7600 71,104
Step 11				1.5500 62,620	1.6000 64,640	1.6500 66,660	1.7000 68,680	1.7500 70,700	1.8000 72,720
Step 12					1.6400 66,256	1.6900 68,276	1.7400 70,296	1.7900 72,316	1.8400 74,336
Step 13						1.6800 67,872	1.7300 69,892	1.7800 71,912	1.8300 73,932
Step 14							1.7700 71,508	1.8200 73,528	1.8700 75,548
Step 15								1.8100 73,124	1.8600 75,144
Step 16									1.9000 76,760
									1.9500 78,780
									2.0000 80,800

