

Board of Education Regular Meeting

Monday, March 18, 2024 7:30 PM

Elementary Media Center, Twin River Public  
School  
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. Items to remove from the consent agenda
3. Consent Agenda
  - 3.1. Minutes of Previous Meetings
  - 3.2. Claims and Treasurer's Financial Report
  - 3.3. Staffing Report
4. Reports of Administrators and Committees
  - 4.1. Principal's Reports
  - 4.2. Activities Report
  - 4.3. Superintendent Report
5. Discussion over the summer lunch program.
6. Consider and take possible action to approve the ESU agreement for the 2024-25 school year.
7. Consider and take possible action to approve the ESU agreement for LAN Manager for the 2024-2025 school year.

8. Consider and take possible action to dissolve the co-op with Lakeview Community Schools for girl's wrestling.
9. Consider and take possible action to accept the superintendent's intent to return for the 2024-25 school year.
10. Date, Time, and Location of Next Meeting
11. Adjournment

Board of Education Special Meeting  
Wednesday, February 7, 2024 5:00 PM

Ele. 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

David Baxa-Present

John Nelson-present

John Reeg-absent

Jennifer Swantek-absent

Chelsa Thompson-present

Jeremy Vetick-present

##### 1.1.1 Excused/Unexcused Absences

Motion to excuse Swantek made by Vetick with a second by Thompson

Swantek arrived at 5:17pm

Baxa=yes, Nelson=yes, Swantek=yes, Vetick=yes, Thompson=yes.

#### 1.2 Open Meeting Law

#### 1.3 Meeting Properly Published and Posted

### 2. Meeting and discussion concerning the feedback from the community meetings.

The board reviewed the feedback from the survey results of the community meetings. The board shared their thoughts from the feedback with responses showing a lower bond amount. An option was presented by the architect that showed a trimmed down version of the September 2023 bond. No price was available at that time. A community meeting was set up on February 22nd at 6:30pm to share the discussion with the public and a special meeting was set for February 26th at 6:30pm to consider a bond resolution.

Board of Education Special Meeting  
Wednesday, February 7, 2024 5:00 PM

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

3. Adjournment at 5:55pm.

Vetick made the motion to adjourn the meeting and Reeg had the second.

David Baxa-yes, John Nelson-yes, John Reeg-yes, Jennifer Swantek-yes, Jeremy Vetick-yes, Chelsa Thompson-yes.

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

\_\_\_\_\_  
Dave Baxa, Board Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Board of Education Regular Meeting  
Monday, February 19, 2024 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

Nelson-present

Reeg-present

Thompson-present

Swantek-present

Baxa-present

Vetick-present

#### 1.1.1. Excused/Unexcused Absences

None

#### 1.2. Open Meeting Law

#### 1.3. Meeting Properly Published and Posted

#### 1.4. Rules for Public Participation Stated

#### 1.4.1. Visitors

### 2. Items to Remove from the Consent Agenda

### 3. Consent Agenda

#### 3.1. Minutes of Previous Meetings

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

Mr. Schapmann gave reports of the General Fund, Lunch Fund, Activity and Depreciation expenses and the receipts for the month of January.

#### 3.3. Staffing Report

Taylor Jones hired for Kindergarten in August 2024

John Reeg makes the motion to approve the consent agenda and second by Chelsa Thompson.

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

#### 4. Reports of Administrators and Committees

##### 4.1. Principal's Reports

Mr. Barret-Parent Teacher Conference averaged a lower parent turn out than previous years. All winter testing has been completed. Nance County Spelling Bee- Carson Kershaw, Sterlyng Pearson, Allison Carlson, Carson Macdonald, Alex Konwinski, Chloe Schott all attended.

Mrs. Buhl-Plans to report on NSCAS next month. Book Bingo/Title 1 night-raised over \$4,000 at the book fair and all kids went home with a book.

##### 4.2. Activities Report

Mrs. Schroeder and FFA excelled in proficiency awards, a great article over Twin River FFA kids in the "Midwest Messenger". The school celebrated National FCCLA week February 13th-17th. Completed "penny wars" as a fundraiser for the local food bank.

Speech has been doing well at competitions as they have won 4 meets thus far (Howells-Dodge, Humphrey, Shelby-Rising City, Scotus)

Twin River had 2 State Wrestling qualifiers, Zach Held (Freshman) & Braxtin Fowler (Freshman), both competed well. Zach Held placed 3rd place and Braxtin Fowler placed 5th overall, respectively.

Class D passed a new rule that all basketball courts must have shot clocks for the 2024-25 season, acquiring prices.

Mr. Schapmann received official word that the Crossroads Conference has officially had  $\frac{3}{4}$  of all school boards accept Twin River into the conference. Implemented new schedule changes into Volleyball and Basketball season for 2024-25. Will continue to work on logistics for JH sports as Crossroads is different from the East Husker Conference.

Spring sports season begins 2/26.

##### 4.3. Superintendent Report

Mr. Schapmann discussed the move to the new conference, current legislation that would affect Twin River and where the hiring process is for teachers. He discussed the upcoming community meeting February 22 at 6:30 to share the feedback from the previous meetings, the survey results and trends from comments, and how it was used in the new bond design.

5. Consider and take possible action to approve the purchase of two Ford Transit vans.

John Reeg makes the motion to approve the purchase of two Ford Transit vans and a second by John Nelson.

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

6. Consider and take possible action to approve the 2024-25 classified wage schedule.

Jeremy Vetick makes the motion to approve the 2024-25 classified wage schedule and a second by John Reeg.

7. Consider and take possible action to approve the 2024-25 school calendar.

John Reeg makes the motion to approve the 2024-25 school calendar and a second by Jeremy Vetick.

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

8. Consider and take possible action to approve the revised graduation requirements starting with Class of 2028.

Dave Baxa makes the motion to approve the revised graduation requirements starting with Class of 2028 and a second by Chelsa Thompson

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

9. Consider and take possible action to approve the 2024-25 administration contracts.

John Nelson makes the motion to approve the 2024-25 administration contracts and a second by Jeremy Vetick.

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

10. Date, Time, and Location of Next Meeting

March 18, 2024, Elementary Media Center @ 7:30pm

## 11. Adjournment

Jeremy Vetick makes the motion to adjourn the meeting at 8:27 p.m. a second by David Baxa

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

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Jennifer Swantek, Board President

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John Reeg, Board Secretary

February 2024  
Monthly Claims

AJ's- \$839.98, Bank of America (dues/fees, supplies)- \$1,465.74, Black Hills Energy- \$3,574.56, Bosselman Pump & Pantry- \$2,597.62, Boystown-\$4,951.80, BSN Sports- \$1,961.33, Bullseye Fire Sprinkler-\$1,243.65, Central Nebraska Rehab Services- \$11,531.68, City of Genoa- \$1,187.36, Columbus Music-\$93, Computer Information Concepts-\$10,618, D&H Trucking-\$357.53, Eakes(lease and rent)- \$6,291.36, ESU #7 (SPED svc)- \$10,961.64, ESU #7(LanMan)- \$17,764.50, Frontier (SC fuel)- \$3,977.96, Gary's Plumbing-\$225.99, Genoa Medical Facilities-\$6,455, Grains-\$282.29, Hapara-\$2,138.50, Harris- \$580.21, Hire Right-\$154.20, Hometown Leasing-\$2,278, Jackson Svc.-\$11,120.57, Jostens-\$205.20, KSB-\$140, Loup Power District-\$6,844.23, Loup Valley Insurance-\$100, MARC-\$2,100, Matheson Tri-Gas-\$233.58, McInay & Co (supplies)- \$125.91, Menards-\$217.56, M&O doors-\$2,529.76, Nance County Journal-\$105.26, NAPA Auto Parts-\$290.40, NASB-\$5,418, Nebraska Council on Economic Ed-\$40, Nitro Truck Repair-\$2,231.32, Ne Rural School Association-\$220, Olson Pest Technicians-\$158, Omaha World Herald-\$89.06, Pawnee Hills Country Club-\$725, Platte Valley Pest Control (pest control)- \$85.00, Polk County RPPD (SC electric bill)- \$5,435.95, Rutt's-\$7,385, Sapp-\$596, Staples-\$364, SuperSaver-65.88, Teaching Strategies-\$307.50, TK Electric-\$655, T&R Auto-\$2,312.70, Unite Private network (ethernet)-\$651.22, Verizon-\$80, Village of Silver Creek (water, sewer, gas)- \$176, Vyve Broadband- \$1,018, Ziegler Oil Company-\$477.66

Board of Education Special Meeting  
Thursday, February 22, 2024 6:30 PM

Main Gym, Twin River Public School  
816 Willard Ave  
PO Box 640  
Genoa, NE 68640

## Agenda

### 1. Meeting Called to Order

#### 1.1 Roll Call

David Baxa-present

John Nelson-present

John Reeg-present

Jennifer Swantek-present

Chelsa Thompson-present

Jeremy Vetick-present

##### 1.1.1 Excused/Unexcused Absences

None

#### 1.2 Open Meeting Law

#### 1.3 Meeting Properly Published and Posted

### 2. Presentation of information to the community on the topic of school facilities.

A presentation was given by the superintendent, construction manager at risk, architects, and municipal adviser on the feedback received from the previous community meetings and a proposed solution of a new facility not to exceed \$39,900,000.

### 3. Adjournment

Thompson made the motion to adjourn the meeting and Reeg had the second.

David Baxa-yes, John Nelson-yes, John Reeg, Jennifer Swantek-yes, Jeremy Vetick-yes, Chelsa Thompson-yes.

Board of Education Special Meeting  
Thursday, February 22, 2024 6:30 PM

Main Gym, Twin River Public School  
816 Willard Ave  
PO Box 640  
Genoa, NE 68640

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Jennifer Swantek, Board President

\_\_\_\_\_  
Dave Baxa, Board Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Board of Education Special  
Meeting  
Monday, February 26, 2024 6:00 PM

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

A meeting of the Board of Education (the “Board”) of Nance County School District 0501 (more commonly referred to as Twin River Public Schools) in the State of Nebraska (the “District”) was held at 6:00 p.m. on Thursday, February 26, 2024, in the Media Center of its Elementary School located at 816 Willard Ave., Genoa, Nebraska. Advance publicized notice of such meeting was given in strict accordance with the provisions of Article 14, Chapter 84, Reissue Revised Statutes of Nebraska, as amended (the “Open Meetings Act”), and set forth (a) the time, date and place of this meeting, (b) that this meeting would be open to the attendance of the public and (c) that an agenda of then known subjects to be taken up at the meeting kept continuously current could be obtained from the office of the Superintendent of Schools (the “Superintendent”). A copy of said advance publicized notice (in the form of an affidavit of publication) was ordered annexed to the minutes of this meeting as Attachment 1. Each Board Member was previously furnished with a copy of said advance publicized notice, the same having been transmitted to each Board Member simultaneously with its publicizing, and a copy of their acknowledgment of advance receipt of such notice is attached to these minutes as Attachment 2. Additionally, reasonable efforts were made to provide advance notification of the meeting to all news media requesting the same of the time, date and place of the meeting.

The President of the Board, Swantek, presided, and the Secretary of the Board, Reeg, recorded the proceedings. On roll call the following Board Members were present: Nelson, Reeg, Swantek, Baxa, Vetick. The following Board Members were absent: Thompson. A motion by Nelson was made to excuse Thompson with a second by Reeg. A quorum being present and the meeting duly commenced, the following proceedings were had and done.

Board of Education Special  
Meeting  
Monday, February 26, 2024 6:00 PM

Elementary Media Center, Twin River Public  
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816 Willard Ave  
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The President stated that a complete copy of the Open Meetings Act was available at the meeting for public inspection and indicated the location of such copy. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

\* \* \* \* \*

(Other Proceedings)

\* \* \* \* \*

The President then stated that it was necessary for the Board to give consideration to submitting to the voters of the District a proposition regarding the issuance by the District of its general obligation bonds. After discussion, Board Member Swantek introduced and moved the adoption of a resolution titled as follows, a true and correct copy of which is attached hereto as Attachment 3:

**A RESOLUTION OF THE BOARD OF EDUCATION OF NANCE COUNTY SCHOOL DISTRICT 0030 (TWIN RIVER PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA CALLING FOR AN ELECTION TO BE HELD IN THE DISTRICT REGARDING A PROPOSITION TO ISSUE GENERAL OBLIGATION BONDS OF THE DISTRICT AND APPROVING MATTERS RELATED THERETO**

The foregoing resolution having been read in its entirety, Board Member Reeg seconded the motion for its passage and adoption. After consideration, the roll was called and the following Board Members voted in favor of the passage and adoption of said Resolution: Nelson, Reeg, Swantek, Baxa, Vetick. The following Board Members voted against the same: None. The following Board Members were absent or did not vote: Thompson. Said Resolution having been

Board of Education Special  
Meeting  
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voted upon favorably by a majority of the Board, the President declared the Resolution duly passed and adopted.

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(Other Proceedings)

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Motion to adjourn was made by Vetick with a second by Nelson.

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Secretary, Board of Education

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President, Board of Education

**Twin River Board of Education**  
**Monday, March 18, 2024**

MAP testing has fall, winter, and spring grade level benchmarks. The following is the percentage of students who met grade level benchmarks for the fall and winter test session.

NSCAS testing does not have 3 benchmarks. They are scored and categorized by Developing, On Track, and Advanced. The scores are grade level achievement scores. The following is the percentage of students who are “On Track or Advanced” for end of the year grade level scores for the fall and winter test session.

	Fall-ELA	Winter-ELA		Fall-Math	Winter-Math
Kindergarten	41%	63%		68%	59%
1st grade	70%	70%		61%	73%
2nd grade	77%	69%		83%	81%
3rd grade	17%	47%		3%	23%
4th grade	30%	38%		0%	14%
5th grade	33%	47%		10%	67%
6th grade	16%	59%		3%	41%

- ESU7 Consultation Meeting
  - Wednesday, February 21
    - Administration met with ESU staff to plan for next years services and PD
- Friday, February 23
  - 1st and 3rd grade visited GMF
- Monday, February 26
  - ESU7 Zoom meeting
    - Final Leadership Learning Rounds meeting with other area principals
- Tuesday, February 27
  - Twin River team went to ESU10 in Kearney
  - Special Education Update from SPED Strategies
- Wednesday, March 6
  - End of 3rd quarter
- Thursday, March 7-Monday, March 11
  - March 7 - Staff Inservice and Workday
  - March 8 & 11 - Winter Break
- Wednesday, March 13
  - Mark Brady from the ESU7 met with administration to discuss Social Studies curriculum
- Planning and preparations for 2024-2025 school year

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

- 2024-25 School Plans
  - Mr. Koziol and principals continue working on putting together next years schedule and class list
- NSCAS ACT Test
  - All Juniors: March 26, 2024

### **Recent News/Happenings:**

- FFA
  - Celebrated FFA week February 19th-23rd
- FCCLA
  - Peer Education Conference on February 26th, 2024
    - 2nd place Career Leader Team
    - 2nd place Family Leader Team
    - 2nd place Community Leader Team
- Track
  - HS Track: 37 members
  - JH Track: 32 members
- Baseball
  - 17 players (6 from Osceola)
- Golf
  - 6 golfers
- Speech
  - C2-4 District Champions –nearly tripled the points of the runner-up
  - Individual results
    - In Humorous Prose, Clara Preister placed 6th.
    - In Duet Acting, Courtney Kemper and Grace Sagales placed 5th.
    - In Persuasive Speaking, Logan Kershaw placed 4th.
    - In Poetry, Noah Anderson placed 4th.
    - In Extemporaneous Speaking, Tessa Cherry placed 4th.
  - The following students placed in the top 3 and have qualified for the state meet!
    - In Serious Prose, Lydia Ziemba placed 3rd!
    - In Program of Oral Interpretation, Katie Preister placed 3rd!
    - In OID, Brayden Rinkol, Mason Rinkol, Taylor Pearson, Emma Yrkoski, and Katie Preister placed 3rd!
    - In Humorous Prose, Mason Rinkol is district runner-up!
    - In Informative Speaking, Clay Brandenburger is district runner-up!
    - In Entertainment Speaking, Brayden Rinkol is district runner-up!
    - In Poetry, Grace Sagales is district runner-up!
    - In Duet Acting, Kirk Hebda and Mason Rinkol are district runners-up!
    - In OID, Kirk Hebda, Kadin Buhl, Clara Preister, Parker Zabka, and Austin Anderson are district champions!
    - In Informative Speaking, Courtney Kemper is district champion!
    - In Program of Oral Interpretation, Grace Sagales is district champion!
    - In Persuasive Speaking, Clay Brandenburger is district champion!
    - In Extemporaneous Speaking, Clay Brandenburger is district champion!
    - In Serious Prose, Taylor Pearson is district champion!
    - In Entertainment Speaking, Austin Anderson is district champion!

## **Upcoming Events:**

- Baseball:
  - First home games 3/19 (vs. Thurston/Cuming County) and 3/21 (vs. Ralston)
- Track:
  - Competes at Merrick County Invite tomorrow, March 19th
- Golf:
  - 3/25/24 Triangular with Lutheran High and Aquinas at Pawnee Hills
- State conventions:
  - FFA: April 3rd - 5th (Lincoln)
  - FCCLA: April 7th - 9th (Lincoln)
  - FBLA: April 11th - 13th (Kearney)
- Speech:
  - State Speech is March 21st at Kearney High School

# AGREEMENT

## CONTRACTED LEVEL I, II, AND III SPECIAL EDUCATION SERVICES

**THIS AGREEMENT**, made and entered into this *1st* day of *March 2024* by and between Educational Service Unit 7 of the State of Nebraska, hereinafter called "Servicing Agency" and **Twin River** hereinafter called "District."

### WITNESSETH:

1. That the Servicing Agency does hereby agree that it will furnish to the District the following described Special Education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the district prior to the district's budget preparation.
2. That the Servicing Agency does hereby agree it will furnish to the District the following described special education services as follows:
3. Services shall be provided only to children who qualify for such services as specified in State Department of Education, Special Education Rules and Regulations (Rule 51).
4. The Servicing Agency shall supply recorded information on each child for whom services are contracted. The Servicing Agency agrees that it will confer with the School District personnel for purposes of evaluating each child's progress.
5. The placing of a child in said program shall be made by joint decision of the Servicing Agency, the District, parents and/or guardians, and other members of the IEP team.
6. The Servicing Agency agrees to perform the services and the District agrees to pay in accordance with the Servicing Agency rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of 24-25 commencing no earlier than August 1, 2024 and ending no later than July 31, 2025 .
7. The Servicing Agency retains the right to designate personnel to provide services. All personnel provided by the Servicing Agency shall be endorsed to provide their respective services.
8. Policies regarding sick leave, personal leave, and professional leave shall be determined by the negotiated agreement with the Servicing Agency for personnel providing services to the District.
9. In the event that school district's programming requirements and needs change at any time subsequent to and during the term of this agreement, the costs to the school established by this agreement, shall in mutual agreement between ESU 7 and the school district be adjusted and prorated and the parties may agree. Nothing in this paragraph, however, shall be construed to entitle the school district to abrogate this contract or declare it void. The district shall be obligated to pay all sums specified by this contract as due and owing the ESU 7 regardless of changes in circumstances within the district during the course of this contract. The ESU 7 shall, however, be obligated to meet with the school district and discuss in good faith alternatives to mitigating expense, reallocating staff, and other resources within the bounds of the law and as the ESU 7 may

in its sole discretion determine to be in the best interest of ESU 7 and the school district. Any and all changes or expenses incurred by ESU 7 in the course of performing its obligations pursuant to this agreement, or in preparing to do so, shall become due and payable by school district to ESU 7 upon billing in a manner consistent with the billing provision of this agreement.

**10.** If, for any reason the District does not pay as agreed, the Servicing Agency may cancel this contract and forthwith, without notice, refuse further services, without notice, to said district, but the District shall not be relieved from paying for services rendered by the Servicing Agency to the said District to date of termination of service. The District hereby expressly agrees, acknowledges and affirms that its refusal to pay for services rendered will result in the Servicing Agency refusal to render services in the future and that, by refusing to pay, the District does not and will not expect the Servicing Agency to provide services of any kind to the District until payment has been made in full.

**11.** The School District agrees that its payments will be made upon receipt of billing from the Servicing Agency. If the District refuses to make payment within sixty(60) days upon its receipt of billing, the outstanding amounts owed shall accrue in interest of the 1.25% per month or the maximum permitted by law, whichever is less, plus the expenses of collection.

**12.** It is understood and agreed, that in the event of any reason this contract does not comply with the State's requirement, it will be changed in accordance therewith, upon written notice by the Servicing Agency to the District and advising the District of the required changes to meet State requirements.

**13.** It is agreed this contract between the Servicing Agency and district must be signed by the District Board or Representative and returned to the Servicing Agency by **March 29, 2024**. The Servicing Agency's Board will then sign and return a copy of the contract to the District.

This agreement shall be binding upon the parties hereto and their successors. The persons executing this Agreement on behalf of the respective parties specifically acknowledge and represent that they have value authority to bind the party to whose benefit this Agreement had been executed.

**Signatures:**

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**District Board Representative**

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**Date**

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**ESU 7 Servicing Agency Representative**

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**Date**

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**ESU 7 SPED Director**

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**Date**





## LANMAN Partnership Technology Support Service Agreement

THIS AGREEMENT is made by and between School / District No. Twin River Public Schools / 63-0030 in the County of Nance known as Twin River Public Schools in the State of Nebraska, and Educational Service Unit 7 (ESU 7), Columbus, Nebraska on the date signed by the school superintendent.

Whereas, Nebraska Department of Education Rules and the Statutes of Nebraska authorize the delivery of certain programs and services by School Districts through contracts with ESU 7; and, Whereas, the School District and ESU 7 desire to enter into a contract for the delivery of certain services hereinafter detailed, it is the purpose of this Agreement to evidence the contract and understanding of the parties. Therefore, in consideration of the mutual agreements hereinafter set forth, the parties agree as follows:

- 1. Term of Agreement.** This Agreement shall be in effect for a period of ten months to begin August 1, 2024 and end May 31, 2025 unless early termination is mutually agreed upon by both parties.
- 2. Scope of Services.** Support Services are limited to support for Local Area Network related issues inside the school district's firewall. Hours of service are between 7:30am - 5:30pm Monday through Friday, and a work day is limited to a maximum of 8 hours. Additional hours or a temporary change in hours of service may be requested upon three (3) business days written notice to the other party. All hours provided in addition to the amount stated herein will be billed on an hourly basis at the same rate as provided herein.

3. **Fees & Payment Schedule.** ESU 7 agrees to deliver Local Area Network support services to the contracted school district per a scheduled basis based on support rates outlined in this agreement. Fees for services rendered will be invoiced to the school district a month in arrears and will become due and payable within thirty (30) days of invoice date.

Fees are based on the annual cost of salary, benefits, travel, equipment and training expenses related to obtaining qualified staff to produce the service. The scope of services and the fees shall be reviewed annually to address any necessary adjustments or modifications.

4. **Schedule.** ESU 7 will offer this service on a 192-day basis starting on August 1, 2024 and commencing May 31, 2025. School Districts wanting to participate will need to determine how many days of service are needed prior to the start of the agreement to allow ESU 7 to staff accordingly. School Districts may pick which day of the week they would like to receive services on a first-come, first-serve basis.

2024 – 2025 LANMAN Partnership Calendar					
	Monday	Tuesday	Wednesday	Thursday	Friday
August	3	3	4	5	5
September	4	4	3	4	4
October	4	5	5	5	3
November	4	4	3	3	4
December	3	3	3	3	2
January	4	4	4	5	4
February	4	4	3	4	3
March	5	4	4	4	4
April	3	5	4	4	3
May	3	3	4	5	5
Total Days	37	39	37	42	37
Cost per Day	\$550	\$550	\$550	\$550	\$550
Annual Cost	\$20,350	\$21,450	\$20,350	\$23,100	\$20,350

5. **Closings & Absences.** In the event where the School District is closed or otherwise unavailable on a pre-scheduled day, the School District will still be assessed a fee for services. Policies regarding sick leave, personal leave, vacation, or bereavement shall be determined by the ESU 7. Absences due to illness, personal leave, vacation or bereavement are billable to the school district.
6. **Personnel Choice.** ESU 7 retains the right to designate personnel to provide services.
7. **Non-Payment.** If for any reason the school district does not pay as agreed, ESU 7 may cancel this contract forthwith, without notice, refuse further services to said district, but the district shall not be relieved from paying for services rendered by the ESU 7 to the said district to the date of termination of service.

8. **Point of Contact.** The School District agrees to identify an Authorized Point of Contact (POC) and to communicate all service requests only through the POC to the ESU 7 Network Operations Department.
9. **Service Deadline.** It is agreed this contract between ESU 7 and the school district must be signed by the school district representative and returned to ESU 7 by **April 1, 2024** to allow ESU 7 to advertise for and obtain qualified personnel to produce the service.
10. **Indemnification.** In no event will ESU 7 be liable for any damages, lost savings, or other actual, direct, incidental, or consequential damages, including, but not limited to, damages arising from: the use, loss of use, or performance of the services provided hereunder; any data breach, identity theft, or similar loss relating to technology use; or any claim against the School District or ESU 7 by any other party arising hereunder. The School District shall indemnify and hold ESU 7 (and its directors, officers, employees, and agents) harmless from and against any and all such actions or claims. As a condition to such defense and indemnification, ESU 7 will provide the School District with prompt written notice of the claim and permit the School District to control the defense, settlement, adjustment or compromise of any such claim. ESU 7 may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because the School District does not assume control, the School District will bear the expense of such counsel. ESU 7 shall have no authority to settle any claim on behalf of the School District.
11. **Limitation of Liability.** ESU 7'S LIABILITY HEREUNDER FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO MONIES ACTUALLY PAID BY THE SCHOOL DISTRICT TO ESU 7 FOR SERVICES HEREUNDER. ESU 7 SHALL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (i) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

**School District’s Selection of Support Services:**

School District agrees to budget for and participate in the LAN Manager Partnership Support Service and be billed by ESU 7 on a monthly basis for such services. The School District elects to receive support services on the following selected days and based on the schedule outlined above.

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

Total Annual Amount \$85,250.00

This Agreement shall be binding upon the parties hereto and their successors. The persons executing this Agreement on behalf of the respective parties specifically acknowledge and represent that they have valid authority to bind the party for whose benefit this Agreement has been executed.

**AUTHORIZED POINT OF CONTACT INFORMATION (POC)**

**Primary POC:**

<u>Jason Schapmann</u> Name	<u>jschapmann@twinriver.esu7.org</u> E-mail Address	<u>402-993-3274</u> Phone Number
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**School District Signature:**

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

Jason Schapmann  
 Printed Name

**ESU 7 Signature:**

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

\_\_\_\_\_  
 Printed Name

**Superintendent**

Jason Schapmann

**Elementary Principal**

Brenda Buhl

**High School Principal**

Zach Barrett

**Assistant Principal/AD**

David Schmit



**Twin River Public Schools**

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

**Business Manager**  
Lori Swantek

March 12, 2024

To whom it may concern,

This letter is to state Twin River Public School's intention to mutually dissolve the sports cooperative for girl's wrestling between Twin River Public Schools and Lakeview Community Schools ending with the 2023-2024 school year. Please do not hesitate to contact me with any questions.

Sincerely,

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

Jason Schapmann

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

**Superintendent**  
Jason Schapmann  
**Elementary Principal**  
Brenda Buhl  
**High School Principal**  
Zach Barrett  
**Assistant Principal/AD**  
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**Business Manager**  
Lori Swantek

## Twin River Public Schools

March 13, 2024

Mrs. Jennifer Swantek, President  
Twin River Public Schools Board of Education  
816 Willard Avenue  
Genoa, NE 68640

Dear President Swantek and Board of Education Members:

Please accept this letter as my intent to return for the 2024-25 school year.

In the Superintendent's Contract of Employment, it states that a Board representative inform the Superintendent in writing on or before **April 15, 2024** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of one year from an after the expiration date provided in Section 1 of the contract.

The Superintendent shall remind the Board in writing of this provision no later than its regular March meeting of each year of this contract and shall make the renewal of the Superintendent's employment contract an agenda item for the regular March board meeting during each year of this contract.

At that time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Please let me know if you have any questions or concerns about the intent to return.

Sincerely,

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

Jason Schapmann  
Superintendent

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