

Board of Education Regular Meeting

Monday, January 20, 2025 7:30 PM

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

Agenda

1. Meeting Called to Order
 - 1.1. Pledge of Allegiance
 - 1.2. Roll Call
 - 1.2.1. Excused/Unexcused Absences
 - 1.3. Open Meeting Law
 - 1.4. Meeting Properly Published and Posted
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. Appointment of Recording Secretary
6. Appointment of Standing Committees
7. Rules for Public Participation Stated
 - 7.1. Visitors
8. Consent Agenda
 - 8.1. Minutes of Previous Meetings
 - 8.2. Claims and Treasurer's Financial Report
9. Reports of Administrators and Committees
 - 9.1. Principal's Reports
 - 9.2. Activities Report
 - 9.3. Superintendent Report
 - 9.4. Board of Education Committee Report(s)

10. Discuss and approve the contract for Mr. Levi Hilker as K-12 Counselor for the 2025-2026 school year.
11. Consider and take possible action to make an amendment to the 2024-25 activity handbook regarding ineligibility.
12. Consider and take possible action to approve the 2025-2026 Negotiated Agreement.
13. First reading of Policy 6040 Prekindergarten Program.
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 Genoa Leader Times 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. Consider and take possible action of the Superintendent's contract for the 2025-26 school year.
18. Positive Comments
19. Date, Time, and Location of Next Meeting
20. Executive Session
21. Adjournment

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.

1. 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 immediate family has a business association with the business involved in the contract or will receive a direct pecuniary 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.

2. 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.

3. 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.
4. 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.
5. 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.

6. 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.

7. 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 10, 2020

Revised on: _____

Reviewed on: _____

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 10, 2020

Revised on: _____

Reviewed on: _____

Board of Education Regular Meeting
Elementary Media Center, Twin River Public School
PO Box 640
Genoa, NE 68640
Monday, December 16, 2024 7:30 PM

David Baxa:	Present
John Nelson:	Present
John Reeg:	Present
Jennifer Swantek:	Present
Chelsa Thompson:	Present
Jeremy Vetick:	Absent

1. Meeting Called to Order

1.1. Pledge of Allegiance

1.2. Roll Call

1.2.1. Excused/Unexcused Absences

Motion to excuse absences Passed with a motion by David Baxa and a second by Chelsa Thompson.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea

1.3. Open Meeting Law

1.4. Meeting Properly Published and Posted

2. Rules for Public Participation Stated

2.1. Visitors

Ashley Strain and Brad Cromwell

3. Consent Agenda

Motion to approve the consent agenda Passed with a motion by John Nelson and a second by David Baxa.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea

3.1. Minutes of Previous Meetings

3.2. Claims and Treasurer's Financial Report

4. Special Board Recognition for outgoing Board Member

5. Reports of Administrators and Committees

5.1. Principal's Reports

Mrs. Buhl- 12/9 SHIP hosted a Family Engagement Night: ornament making, hot chocolate, Santa and had a great turn out, lots of good feedback. Fastbridge testing took place the week of 12/9, MTSS team will meet to discuss the results. Elementary plans to administer MAPS and NSCAS tests after winter break. Elementary media is hosting an author tomorrow(BruceArant); each class will meet him. Golden Awards 6th Grade helps recognize classes following expectations. Thursday will be a 1:30 dismissal and Social Studies curriculum team meeting will be meeting with Mark Brady.

Mr. Banahan- NCPA Academic All State Awards play production, football, volleyball, softball were awarded this week. ESU meeting about direction and needs of our JH/HS MTSS; improving instruction.

Activities:

One Act finished 3rd at districts with Austin Anderson being awarded Most Outstanding Actor. JH girls basketball will be finishing this week. HS Girls basketball started with a 2-1 record and continues to improve.

JH Wrestling has picked up an additional meet in Norfolk on 12/17; kids are eager to learn and listen. HS Wrestling finished 8th in their first competition. North Bend meet was canceled and will compete on 12/17. HS Boys Basketball record 1-2, they are playing hard and competitively.

5.2. Activities Report

5.3. Superintendent Report

Mr. Lecher- Attended state conference; lots of new info and changes happening. Fuel tank at SC, need to figure what to do with it as it is full. Construction is set to start the week of 12/16, design is 100% complete. Will begin working on the 2025-26 school calendar in January, will need extra weeks due to construction.

5.4. Board of Education Committee Report(s)

6. Discuss, consider, and take action on the Guaranteed Maximum Price (GMP) Contract Amendment from Hausmann Construction for the PK-12 School Building Project.

Motion to approve the Guaranteed Maximum Price (GMP) Contract Amendment from Hausmann Construction for the PK-12 School Building Project Passed with a motion by John Reeg and a second by Chelsa Thompson.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea

7. Discuss and approve the resignation of Mr. Joshua Reiff, Instrumental Music teacher, at the end of the 2024-2025 school year.

Motion to approve the resignation of Mr. Joshua Reiff, Instrumental Music teacher, at the end of the 2024-2025 school year Passed with a motion by John Reeg and a second by Chelsa Thompson.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea

8. Discuss, consider, and take action to cancel Mick Bubak's employment contract.

Motion to discuss, consider and take action to cancel Mick Bubak's employment contract Passed with a motion by John Nelson and a second by David Baxa.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea

9. Discuss, consider and approve a teaching contract for the remainder of the 2024-2025 school year for Barbara Saathoff, a fully certificated science teacher.

Motion to approve a teaching contract for the remainder of the 2024-2025 school year for Barbara Saathoff, a fully certificated science teacher Passed with a motion by John Reeg and a second by John Nelson.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea

10. Consider and take possible action to approve the negotiated agreement for the 2025-2026 school year.

Motion to approve the negotiated agreement for the 2025-2026 school year Tabled with a motion by Chelsa Thompson and a second by John Reeg.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea

11. Review and discuss the superintendent evaluation.

12. Executive Session to discuss the Superintendent evaluation.

Motion to enter into Executive Session 8:07 Passed with a motion by John Reeg and a second by John Nelson.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea

13. Positive Comments

14. Date, Time, and Location of Next Meeting

January 20, 2025 Elementary Media Center at 7:30 p.m.

15. Adjournment

Motion to adjourn at 8:41 p.m. Passed with a motion by David Baxa and a second by Chelsa Thompson.

David Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea

Jennifer Swantek, Board President

John Reeg, Board Secretary

January 2025 Board of Education Financials

General Financials Report for December Totals

Balance:	12/1/2024	\$3,182,828.32					
December Revenue 2024			December Expenditures 2024				
Nance County		\$33,117.73		Net payroll		\$263,628.61	
Platte County		\$20,449.44		Payroll Related		\$267,958.83	
Merrick County		\$12,610.51		Claims		\$146,291.91	
Polk County		\$3,866.22		Other Exp.		\$583.72	
Other/Local /ESU		\$310.00		2nd Claims			
IDEA/Sped		\$81,682.00		Voids			
Medicaid/E-rate/REAP Title/ERRS		\$51,048.00		Transfer to other funds		\$3,994.94	*Exp. Dec. 2023
State of NE/State Apportionment				Total Expenditures:		\$682,458.01	\$690,480.89
State Aid		\$129,668.00	*Nov & Dec				
Lunch		\$4,127.81					
Interest		\$1,931.52	*Rev.Dec. 2023				
Total Receipts:		\$338,811.23	\$432,191.40				
Ending Balance as of:			12/31/2024	Ending Balance as of:			*12/31/2023
General Checking		\$2,839,181.54				\$1,973,357.21	
Reserve Account		\$2,195,908.03					
General Fund Savings		\$1,612,052.32					
Depreciation		\$498,510.82					
Bond Fund		\$1,001.73	Genoa				
Bond Fund		\$0.00	Monroe				
Other Account Balances:			12/31/2024	Expenditures	Receipts	Balance	
School Lunch Fund			\$34,018.00	\$21,970.29	\$74,434.27		
Activity Fund			\$13,118.68	\$7,779.93	\$182,584.68		
Cafeteria Plan			\$3,210.54	\$2,884.63	\$16,614.63		
Building Fund				\$13,684.77	\$1,164,872.65		

Principal Update

- Professional Development - ESU 7
 - The entire staff attended a Professional Development day, at Columbus High School on January 3rd.
 - Overall feedback from the staff was a positive experience, with many meaningful and useful sessions.
 - Sessions included:
 - MTSS
 - Safety and Security
 - Mental Health for Staff and Students
 - Artificial Intelligence - helpful/harmful in classrooms
 - Technology Safety
 - Many more.

- 7-12 MTSS
 - Begin developing our 7-12 MTSS plan by meeting with Kendra from the ESU 7
 - Developed a team of teachers and staff members.
 - Mr. Anderson, Ms. Andreason, Mr. Sidwell, Mr. Robb, Mrs. C. Thompson, Mrs. K. Thompson, Mrs. Wilcox, Ms. Swanson, and Mr. Banahan
 - Will meet on Wednesday 1/22/25
 - Focus upon bell schedule to include "Intervention" time
 - Beginning discussion of classroom "non-negotiables"
 - Continuing to work on ICU Implementation at the 7-12 Level
 - Working with Mrs. C.Thompson and Mrs. Wilcox to get systems in place for the ICU to be successful at the 7-12 level.

- Early Out
 - We have an early out on Wednesday 1/22/25
 - Meeting times for MTSS Team

Twin River Board of Education
Monday, January 20, 2025

- Winter Testing completed
 - FastBridge-completed in December
 - NSCAS: 3rd-6th grade
 - MAPS: K-2nd grade

- Friday, January 3rd
 - ESU7 Staff Professional Development Day

- Thursday, January 9th
 - ESU7 met with administration to review NDE standards revision timeline

- Social Studies curriculum update

- SHIP
 - February 2nd: Family engagement event: Book Bingo/Book Fair
 - February 5th and 6th: Scholastic Book Fair during PT Conferences

Update on Activities

Speech -

- Competitions
 - Twin River Invite 1/11/25
 - Finished 2nd out of 16 teams in a very tough and competitive meet.
 - Notable Finishes
 - Austin Anderson 6th in Entertainment Speaking
 - Jocelyn Robertson - 5th in POI (Program of Oral Interpretation)
 - Xander McComb - 5th in Entertainment Speaking
 - Austin Anderson, Parker Zabka, Emma Yrkoski, Noah Anderson, and Katie Preister - 3rd in OID
 - Austin Anderson and Parker Zabka - 3rd in Duet Acting
 - Kenzie King - 3rd in Persuasive Speaking
 - Grace Sagales - Champion in POI
 - Ava Martinez - Champion in Poetry
 - Xander McComb - Champion in Extemporaneous Speaking
 - High Plains Invitational 1/18/25
 - Notable Finishes
 - Grace Weaver - 6th Serious Prose
 - Ava Martinez - 6th Entertainment Speaking
 - Austin Anderson - 5th Entertainment Speaking
 - Noah Anderson - 5th Poetry Speaking
 - Austin Anderson & Parker Zabka - 4th Duet Acting
 - Noah Weaver - 3rd Humorous Prose
 - Katie Preister & Emma Yrkoski - 3rd Duet Acting
 - Ava Martinez - 3rd Poetry
 - Grace Weaver - Humorous Prose Champion
 - Xander McComb - Persuasive Speaking Champion
 - Xander McComb - Extemporaneous Speaking Champion
 - Austin Anderson, Parker Zabka, Noah Anderson, Emma Yrkoski, and Katie Preister - OID Champions
 - Scotus Invitational (1/25/25) starting at 9:00 AM
 - Conference Meet
 - Wednesday 2/26/25 in Hampton @ 9:00 AM
 - District Meet
 - On Monday 3/17/25 at David City
 - State Meet on Thursday 3/27/25 @ UNK

Basketball

- JH
 - Play Humphrey-Lindsay Academy on 1/13/25 - Started off slow, but couldn't overcome the slow start to come out on top. Looking to continue to improve as we move forward this year.
 - Next games are at Aquinas (Today) and versus Osceola in Monroe on Tuesday
 - 17 boys out for the team this year.
 - Coach Fehringer is very excited for the season, and looking forward to seeing the growth the boys make over the season.
- HS Girls
 - 7-6 Currently
 - Next Games: Tuesday vs Meridian and Thursday @ Giltner
 - Earned the 7 seed in the CRC Tournament and will play Meridian again on Saturday @5:30 PM at York College
- HS Boys
 - 4-9 Currently
 - Next Games: Tuesday vs Meridian and Thursday @ Giltner
 - Earned a 10 seed in the CRC tournament and will play Hampton at 1:00 PM on Saturday at the York Auditorium

Wrestling

- HS
 - 8 wrestlers continuing to put in time and effort on the mat to continue to improve their skills.
 - At the midpoint of the season, we have a combined total of 66 wins, and 328.5 team points scored.
 - Current individual records
 - Zach 23-2
 - Adam 20-11
 - Braxtin 14-14
 - Cade 15-13
 - Nathaniel 6-14
 - Chance 3-9
 - Tate 1-20
 - Cyrus 0-1

FCCLA

- Attended the Star competition in Schuyler on 1/17/25 to see who will qualify for the State Competition later this month.

FFA

- Will be starting to compete in Livestock Judging competitions coming up this month.

Activities Director

- Attended NSAA Region 2 Meeting in Boys Town on 11/15/25
 - Many decisions were voted upon in that meeting and will be headed back to the NSAA for a second look and decision.
 - [Link](#) to voted upon decisions by all Districts



Chris Lecher
Superintendent

January 20, 2025

- Legislature in session.....stay tuned
- I am working with Hausmann's on timing for school year 2025-26
- ESU PD day January 3rd
- I had 16 office days in December.
- Construction updates
 - A lot of earthwork has been done
 - 100% design completed last week
 - Hausmann's are reviewing the drawings and they are trying to determine the timing in summer of 2026
 - It's looking like now we should be able to have a normal school calendar next year but have to push back the start of 2026-27 year
- **WE HAVE AWESOME STUDENTS AND STAFF AT TRPS!!!**
- **It's a GREAT day to be a Titan!!!!**

TWIN RIVER
NEGOTIATED
AGREEMENT

2025 - 2026

PREAMBLE

This agreement is made and entered into this ___ day of **January, 2025**, 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 \$40,900 for 2025-2026.

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 2025-2026 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 **three (3)** days of paid personal leave. **Each teacher will have the option to trade two (2) sick days per year for a 4th personal day.** 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 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 2025-2026 school year and shall continue in effect until a substitute contract is adopted, which shall then be fully retroactive to the beginning of the 2026-2027 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 __, 2025**.

Twin River
Education Association

Twin River
Board of Education

By _____
President

By _____
President

By _____
Chief Negotiator

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

Vertical Index 0.0400
Horizontal Index 0.0500
Base Salary 40,900

	BA	BA+9	BA+18	BA+27	MA/BA36	MA+9	MA+18	MA+27	MA+36
Step 1	1.0000 40,900	1.0500 42,945	1.1000 44,990	1.1500 47,035	1.2000 49,080	1.2500 51,125	1.3000 53,170	1.3500 55,215	1.4000 57,260
Step 2	1.0400 42,536	1.0900 44,581	1.1400 46,626	1.1900 48,671	1.2400 50,716	1.2900 52,761	1.3400 54,806	1.3900 56,851	1.4400 58,896
Step 3	1.0800 44,172	1.1300 46,217	1.1800 48,262	1.2300 50,307	1.2800 52,352	1.3300 54,397	1.3800 56,442	1.4300 58,487	1.4800 60,532
Step 4	1.1200 45,808	1.1700 47,853	1.2200 49,898	1.2700 51,943	1.3200 53,988	1.3700 56,033	1.4200 58,078	1.4700 60,123	1.5200 62,168
Step 5	1.1600 47,444	1.2100 49,489	1.2600 51,534	1.3100 53,579	1.3600 55,624	1.4100 57,669	1.4600 59,714	1.5100 61,759	1.5600 63,804
Step 6	1.2000 49,080	1.2500 51,125	1.3000 53,170	1.3500 55,215	1.4000 57,260	1.4500 59,305	1.5000 61,350	1.5500 63,395	1.6000 65,440
Step 7	1.2400 50,716	1.2900 52,761	1.3400 54,806	1.3900 56,851	1.4400 58,896	1.4900 60,941	1.5400 62,986	1.5900 65,031	1.6400 67,076
Step 8		1.3300 54,397	1.3800 56,442	1.4300 58,487	1.4800 60,532	1.5300 62,577	1.5800 64,622	1.6300 66,667	1.6800 68,712
Step 9			1.4200 58,078	1.4700 60,123	1.5200 62,168	1.5700 64,213	1.6200 66,258	1.6700 68,303	1.7200 70,348
Step 10			1.4600 59,714	1.5100 61,759	1.5600 63,804	1.6100 65,849	1.6600 67,894	1.7100 69,939	1.7600 71,984
Step 11				1.5500 63,395	1.6000 65,440	1.6500 67,485	1.7000 69,530	1.7500 71,575	1.8000 73,620
Step 12					1.6400 67,076	1.6900 69,121	1.7400 71,166	1.7900 73,211	1.8400 75,256
Step 13					1.6800 68,712	1.7300 70,757	1.7800 72,802	1.8300 74,847	1.8800 76,892
Step 14						1.7700 72,393	1.8200 74,438	1.8700 76,483	1.9200 78,528
Step 15						1.8100 74,029	1.8600 76,074	1.9100 78,119	1.9600 80,164
Step 16							1.9000 77,710	1.9500 79,755	2.0000 81,800

6040

Prekindergarten (Preschool or Early Childhood) Program

The school board establishes a program to provide prekindergarten services to resident students, also referred to as an early childhood or preschool program. The school district will provide the program in compliance with state law and 92 NAC 11 (Nebraska Department of Education "Rule 11"). The availability of the program is subject to the district being able to employ and retain appropriate and qualified personnel.

Purpose. The purpose of the program is to promote the social, emotional, intellectual, language, physical, and aesthetic development and learning for the children served and to promote family development and support.

Age Participation. The program will be available to children of the following ages:

- Children who are 3 years of age at the start of the enrollment year with an IFSP or IEP or are at-risk defined by Rule 11.
- Children who are 4 years of age at the start of the enrollment year with or without an IFSP or IEP; and
- Children who are 5 years of age at the start of the enrollment year, so long as they do not turn 6 years of age prior to January 1 of that year (subject to the participation limitation below).

All enrollment is subject to capacity limitations and enrollment priorities established in this policy. Three-year-old children will only be offered part-time attendance.

Five-Year-Old Participation. Participation of 5-year-old students who will not turn 6 prior to January 1 of the enrollment year will be further limited to those students who meet the following criteria:

1. Resident Students: "At -risk" children (as defined by Rule 11); the student has an Individualized Family Service Plan (IFSP) or Individualized Education Plan (IEP) qualifications;
2. Resident Students: students qualifying based on a social-emotional screener.

Capacity Limitation. The maximum capacity per program session (morning or afternoon) is 20 children. In the event where the total number of children registered per program session by July 15 rises above 20, the

district will only offer the program to children with the following priority for enrollment:

- 4-year-olds with or without an IFSP or IEP;
- Qualified five-year-old students with an IFSP or IEP or at-risk as defined by Rule 11; and
- Three-year-olds with an IFSP or IEP or at-risk as defined by Rule 11

If the program is at capacity after July 15, further enrollment applications will be denied. Exception: If an "at-risk child" (as defined by Rule 11) moves into the district and the program is at capacity, the child will be enrolled in the program. The youngest child in the class that is not "at risk" will be withdrawn from the program.

Program Coordinator. The program will be coordinated by an individual qualified by law to be a Program Coordinator.

Program and Staff Requirements. All teachers and administrators in prekindergarten programs must hold a valid certificate or permit to teach issued by NDE except as otherwise allowed by law or Rule 11.

Participation and Inclusion. Participation of children and families in the program will be voluntary. The program will not exclude children verified as having disabilities and will include to the extent possible children of diverse social and economic characteristics.

Birth Certificates. Within 30 days of enrollment, parents or guardians must submit a certified copy of the child's birth certificate or other documentation in compliance with the Missing Children Identification Act (sections 43-2001 through 43-2012).

Instructional Hours. Each class in the program will operate a minimum of 12 instructional hours per week during the school year. Programs receiving grant funds pursuant to state law will operate a minimum of 450 instructional hours per school year.

Fees. The district may charge a fee for its program in accordance with the Policy 5045 - Student Fees, provided that the fee may not exceed the actual cost of the program. If the district charges a fee, it will also use a sliding fee scale in order to maximize the participation of economically and categorically diverse groups. The district may waive fees on the basis of need.

General Reports. The head administrator will include information about the program in the NDE approved data system. All early childhood data is due as specified by the data system calendar.

Early Childhood Program Report. An Early Childhood Program Report Form will be submitted annually by October 15 on the form required by NDE.

Planning. Each program will have a planning period that complies with the requirements of Rule 11.

Coordination with Existing Programs and Funding Sources. The district will develop, and keep on file, a written plan to show that the program will be coordinated or contracted with existing programs in compliance with Rule 11 requirements. The district will develop and keep on file a written plan to coordinate and use a combination of local, state, and federal funding sources including, but not limited to, those listed in Rule 11 in order to maximize the participation of economically and categorically diverse groups of children and to ensure that participating children and families have access to knowledge of comprehensive services that may be available.

Additional Rule 11 Requirements. Rule 11 includes additional requirements that are not included in this policy, including but not limited to requirements addressing family development and support; developmentally and culturally appropriate curriculum, practices, and assessment; evaluation and quality assurance; program staff; child/staff ratios and group size; facilities, equipment, health, and safety; meals and snacks, immunizations; supervision; toileting; infants and toddlers; Sixpence programs; and home-based programs. The district will comply with these additional requirements that are applicable to the program.

Special Education Act Compliance. Nothing in this policy allows the school district to fail to meet its responsibilities under the Special Education Act (section 79-1110 through 79-1167). To the extent there is any conflict between this policy or Rule 11 with the Special Education Act, the Act shall control.

Adopted on: _____

Revised on: _____

Reviewed on: _____