

Board of Education Regular Meeting

Monday, March 17, 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. Rules for Public Participation Stated
 - 2.1. Visitors
3. Consent Agenda
 - 3.1. Minutes of Previous Meetings
 - 3.2. Claims and Treasurer's Financial Report
4. Reports of Administrators and Committees
 - 4.1. Principal's Reports
 - 4.2. Activities Report
 - 4.3. Superintendent Report
 - 4.4. Board of Education Committee Report(s)
5. Review Board Policies 2001, 2002, 2003, and 2004.
6. Discuss and approve on Second and Final Reading, Policy 6040 Prekindergarten Program.
7. Discuss and approve secondary MTSS action plan.
8. Discuss and approve the Technology Support Service Agreement with ESU 7.

9. Discuss and approve the resignation of Ms. Kara Thompson, High School Resource Teacher, effective at the end of the 2024-25 school year.
10. Discuss and approve a certified teaching contract for Lauryn Weldon as a Special Education Teacher for the 2025-26 school year.
11. Discuss and approve a certified teaching contract for Michaila Gansebom as a band teacher for the 2025-26 school year.
12. Discuss and approve a certified teaching contract for Aaron Rohde as an elementary teacher for the 2025-26 school year.
13. Discuss and approve the Superintendent Contract for Brandi Bartels to begin July 1, 2025.
14. Discuss and approve the Superintendent Consultant Contract for Mrs. Brandi Bartels.
15. Discuss and approve the request for sick bank days by two certified teachers.
16. Discuss and take possible action on the purchase of a new full-sized bus with a wheelchair lift.
17. Review Board of Education Goals.
18. Positive Comments
19. Date, Time, and Location of Next Meeting
20. Executive Session
21. Adjournment

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PO Box 640
Genoa, NE 68640
Monday, February 17, 2025 7:30 PM

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. Rules for Public Participation Stated

2.1. Visitors

3. Consent Agenda

Motion to approve the consent agenda Passed with a motion by John Reeg and a second by Jeremy Vetick.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsea Thompson: Yea, Jeremy Vetick: Yea

3.1. Minutes of Previous Meetings

3.2. Claims and Treasurer's Financial Report

4. Reports of Administrators and Committees

4.1. Principal's Reports

Mrs.Buhl- Professional Development day on January 31st with Ernie Valentine from ESU7 and Megan Reeves from ESU2 on human trafficking and early detection. SHIP hosted book BINGO on Feb 2, PTC (Feb 5-6) and scholastic book fair and all proceeds to SHIP and projects.

Upcoming events are 6th grade musical on Feb 28 the Lion King Kids 2:30/6pm show and Tuesday, March 11th Title1 night at Columbus Childrens Museum.

Mr. Banahan- PD day with Ernie from ESU7 and Megan Reeves from ESU2 on Human trafficking (Jan 31). MTSS team continues to meet and work on goals focus on 7-12. Focusing more on ICU for it to work how it's intended.

4.2. Activities Report

Celebrating FFA week, FCCLA week was last week. Members raised money for the Genoa food pantry with penny wars, Speech has been doing well with Runner- ups at High Plains, and runner-up at Osceola. Girls and boys basketball preparing for sub-districts. Wrestling-Zach Held represents Twin River at State wrestling. Congratulations to him.

4.3. Superintendent Report

Lecher-Construction updates

4.4. Board of Education Committee Report(s)

5. Review 1000 series board policies

6. Discuss and approve a contract for Mr. Logan Douglas as Assistant Principal/Activities Director for the 2025-2026 school year.

Motion to approve a contract for Mr. Logan Douglas as Assistant Principal/Activities Director for the 2025-2026 school year Passed with a motion by John Nelson and a second by Chelsea Thompson.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsea Thompson: Yea, Jeremy Vetick: Yea

7. Discuss and consider approving the calendar for the 2025-2026 school year.

Motion to approve the calendar for the 2025-2026 school year Passed with a motion by John Reeg and a second by Alex Cornwell.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsea Thompson: Yea, Jeremy Vetick: Yea

8. Discuss and approve the temporary playground fencing estimate from Outback Fencing for \$3,360.00 to be installed once the temporary playground is installed.

Motion to approve the temporary playground fencing estimate from Outback Fencing for \$3,360.00 to be installed once the temporary playground is installed Passed with a motion by Jeremy Vetick and a second by John Reeg.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsea Thompson: Yea, Jeremy Vetick: Yea

9. Discuss and approve payment of invoice from Hausmann Construction for \$1,151,268.29 for construction costs.

Motion to approve payment of invoice from Hausmann Construction for \$1,151,268.29 for construction costs. Passed with a motion by John Nelson and a second by Chelsea Thompson.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

10. Discuss and approve the invoice from Clark & Enersen for \$371,111.62 for Architect services.

Motion to approve the invoice from Clark & Enersen for \$371,111.62 for Architect services Passed with a motion by Jeremy Vetick and a second by Alex Cornwell.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

11. Discuss and approve the invoice from Mid-State Engineering & Testing for \$6,840.00 for Construction Testing Services.

Motion to approve the invoice from Mid-State Engineering & Testing for \$6,840.00 for Construction Testing Services Passed with a motion by Alex Cornwell and a second by Chelsa Thompson.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

12. Review and discuss the superintendent evaluation.

13. Review and update Board of Education goals.

14. Superintendent Search Update.

15. Executive Session

16. Positive Comments

17. Date, Time, and Location of Next Meeting

March 17, 2025 at 7:30pm, Elem. Media Center

18. Adjournment

Motion to adjourn at 9:29 Passed with a motion by John Nelson and a second by Chelsa Thompson.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

Jennifer Swantek, Board President

John Reeg, Board Secretary

Special Meeting
Elementary Media Center, Twin River Public School
PO Box 640
Genoa, NE 68640
Thursday, February 20, 2025 5:00 PM

1. Meeting Called to Order

1.1. Pledge of Allegiance

1.2. Roll Call

1.3. Open Meeting Law

1.4. Meeting Properly Published and Posted

2. Rules for Public Participation Stated

2.1. Visitors

3. Review and discussion of applications for the Superintendent position

4. Executive Session

I (Chelsa Thompson) move at 5:07pm that the Board of Education go into Closed Session for the protection of the public interest and for the prevention of needless injury to the reputation of the applicants. Passed with a motion by Chelsa Thompson and a second by John Reeg. Passed with a motion by Chelsa Thompson and a second by John Reeg.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

Motion to adjourn at 6:11pm executive session Passed with a motion by Chelsa Thompson and a second by John Reeg.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

5. Adjournment

Motion to adjourn at 6:33 pm Passed with a motion by Chelsa Thompson and a second by John Reeg.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

Jennifer Swantek, Board President

John Reeg, Board Secretary

Special Meeting
Elementary Media Center, Twin River Public School
PO Box 640
Genoa, NE 68640
Thursday, February 27, 2025 1:00 PM

Alex Cornwell: Present
John Nelson: Present
John Reeg: Present
Jennifer Swantek: Present
Chelsa Thompson: Present
Jeremy Vetick: Present

1. Meeting Called to Order
 - 1.1. Open Meeting Law
 - 1.2. Meeting Properly Published and Posted
2. Roll Call
3. Superintendent interviews
4. Discussion of interview candidates
5. Review of stakeholder feedback

Motion to enter a recess at 6:04 p.m. and exited at 6:36 p.m. Passed with a motion by Chelsa Thompson and a second by John Reeg.
Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

6. Closed session

Motion to enter closed session at 7:07 p.m. that the Board of Education go into Closed Session for the protection of the public interest and for the prevention of needless injury to the reputation of the applicants. Passed with a motion by John Reeg and a second by Alex Cornwell.
Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea
Motion to exit closed session at 7:51 p.m. Passed with a motion by John Reeg and a second by John Nelson.
Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

7. Discuss and take any necessary action to approve negotiations with a Superintendent candidate

Motion to authorize the board president to enter negotiations with the board's candidate of choice "T". Passed with a motion by John Reeg and a second by Alex Cornwell.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

Motion to authorize the board president to enter into negotiations with candidate "H" if necessary. Passed with a motion by Chelsa Thompson and a second by John Reeg.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

8. Adjournment

Motion to adjourn at 8:08 p.m. Passed with a motion by Chelsa Thompson and a second by John Reeg.

Alex Cornwell: Yea, John Nelson: Yea, John Reeg: Yea, Jennifer Swantek: Yea, Chelsa Thompson: Yea, Jeremy Vetick: Yea

Jennifer Swantek, Board President

John Reeg, Board Secretary

Twin River Board of Education
Monday, March 17, 2025

- ESU7 Consultation Meeting
 - Wednesday, February 26th
 - Met with ESU staff to plan for next years services and PD
- Friday, February 28th
 - 6th Grade Musical-Lion King Kids
- Thursday, March 6th
 - End of 3rd quarter
- Friday, March 7th
 - Staff Work Day
- Monday, March 10th
 - Kindergarten Round-up
- Tuesday, March 11th
 - Title I Family Engagement Night at the Columbus Area Children's Museum
- Wednesday, March 12th
 - Wayne State College Middle School Music Festival (6th-8th grade)
 - Izzy Gehring, Claire Rigsby, Anna Rood, Emmett Zarek-percussion
 - Brecken Vetick, Gavin Connelly, Eva Johnson-saxophone
 - Hank Reyes, Nolan Shanle-brass
 - Wyland Miller, Jase Henry-saxophone
- Thursday, March 13th
 - Preschool Round-up
- Social Studies Curriculum
 - Savvas-new price quote

CTE - Met with Brandy Thompson from ESU7 to discuss our plan going forward with CTE at Twin River High School to discuss next steps.

- Planning to have a meeting with the CTE teachers to create a vision and mission for the CTE programs.
- Then we will create a 5 year plan with where we want our program to be in 5 years and create a backward planning cycle with these teachers, counselor, and HS principal over the next couple of years.
- Goal is to create a direct pathway from interest in 7th/8th grade to possible career as a 12th grade student.

ACT/Pre-ACT

- Pre-ACT - previously scheduled for Mar 12, 2025 , but due to technical difficulties, rescheduled for Tuesday March 18th. For Sophomore Cohort of students.
- ACT - Scheduled for Wednesday March 26th, students will travel down to the City Hall to take this assessment. Assigned by the state for all Junior Cohort students.
- Class Cohort
 - Your class cohort is based upon the year that you are enrolled into your 9th grade class (the first time). It is not based upon your age or number of credits a student has, but their original graduation date, based upon the entry to 9th grade.

NSCAS Testing

- Will take place in April, dates are being determined based upon track meets and days off from school.

MTSS

- Continuing to work on implementation of MTSS for next school year.
- Creating a plan, and working on creating a master schedule to ensure that we can offer the courses needed for our students.
- Continuing to work on creating the "Non-Negotiables" for our classroom.
- Discussion on what training our staff needs to have in the On-Boarding process to ensure that our staff is all on the same page in regards to what is required for us to be successful as a School.

Workday/Breaks

- End of the 3rd Quarter was on March 6th, with the 7th off for a work day.
- Winter Break - Friday March 25th
- Spring Break - April 18-21
- April 29th - Work day/ JH Track Meet
- Prom April 5th
- Graduation May 3rd (31 more days for Seniors)

Wrestling

- Finished the season with 1 state Qualifier Zach Held
 - Finished 3rd in Class C 120 lbs
- Wrestlers competed hard at Districts on February 15th
 - Had 2 wrestlers lose in the Heartbreak Round, that could have sent them to State

Boys Basketball

- Finished season at 11-14
 - Lost in to Alma (#1 seed in Sub-District) in Overtime.
 - Boys continued to improve every time they stepped on the court to compete.
 - Small group, but they continued to show improvements.

Girls Basketball

- Finished season at 13-11
 - Lost to Thayer Central in our final game of the season (sub-districts)
 - Girls showed grit and determination as the season progressed, we have a young team to continue to develop.

Speech

- Won the Crossroads Conference Speech Meet in Hampton on February 26
- Runner-Up at Humphrey (rescheduled meet from 2/15/25)
- 3rd Place at McCool Junction meet on 3/1/25
- Hosted a Triangular meet on 3/8/25
- Hosted Speech Night on 3/14
- District Speech at David City 3/17
- JH Speech is starting up and will have some meets in April for those interested.

Baseball

- 12 boys out for Baseball (9 TR/3 Osceola)
- First games Friday 3/21 (Triangular vs Omaha Roncalli and Fort Calhoun) starts at 3 PM
- Small team, but big potential. Big things will come down to pitching and injuries.

Golf

- 8 students out for Golf (3 males, 5 females)
- First meet is Monday 3/31/25 (Triangular vs Lutheran High Northeast and David City Aquinas).

Track and Field

- 37 participants (20 girls/17 guys)
- First meet Friday 3/21 at the Doane Indoor Meet



Chris Lecher
Superintendent

March 17, 2025

- Quite a week of weather
 - School delays/closings possible
- Footings north side of academic wing and locker rooms are done
- Starting footings on south side this week
- Lori and I met with Cody from Eakes regarding the copier contract which is expiring.....Cody will provide and updated quote that I will have on April agenda. It will last only until the building is complete and then a new contract with reduced numbers of copiers can be entered into
- Another boiler is going to run in the \$70,000-80,000 range. This is probably something you will want to look into before next winter season.
- The principals have been working to fill staffing needs. There is still some movement taking place and a few details to be worked out with positions
- I had 18 office days in February.

- **WE HAVE AWESOME STUDENTS AND STAFF AT TRPS!!!**
- **It's a GREAT day to be a Titan!!!!**

2001 Role of the Board of Education

The board of education (board) is charged by the Legislature with the duty of providing public elementary and secondary education to the citizens of the district. The Legislature has also created the State Board of Education and the State Department of Education, and has delegated certain regulatory and advisory functions to them. The board is responsible to these agencies as specified by law.

The board's primary duties are: (1) to establish a mission, goals, and policies; (2) to establish and maintain school facilities; (3) to select a superintendent; (4) to adopt a fiscally responsible budget; and (5) to evaluate programs.

1. Establishment of Mission, Goals and Policies

The board shall concern itself with broad questions of mission, goals and policy, rather than administrative details. The application of policies is an administrative task to be performed by the superintendent of schools and his or her administrative staff, who shall be held responsible for the effective administration and supervision of the entire school district.

2. Establishment and Maintenance of School Facilities and Other Resources

The board is the legal agency through which the community works to provide the physical facilities, curriculum, instructional supplies and staff to enable the district's mission and objectives to be carried out. The board will establish and maintain school facilities necessary to educate the students of the district.

3. Selection of the Superintendent of Schools

The board will employ a superintendent of schools as the chief executive to whom it will delegate the administration of the school program. As the chief administrator for the board, the superintendent will implement board policies and supervise the day-to-day operation of the school system. The superintendent will keep the board informed of the implementation of the plans and policies, and will recommend changes to policies as necessary. The superintendent will furnish educational leadership to the board, the school staff, and the community.

4. Fiscally Responsible Budget

The board will annually adopt a fiscally responsible budget that will permit the district to accomplish its goals and objectives. The management of the financial program and the development of the proposed budget for the district is delegated to the superintendent.

The board will work for adequate and dependable financial support of the public schools, promotion of effective and efficient organization, and administration of the district.

5. Evaluation of Program

The board will evaluate, or cause to be evaluated, the progress and results of the educational program on a continuous basis. In making these evaluations, the board will seek and give appropriate weight to the superintendent's analysis and recommendations.

Adopted on: June 19, 2023

Revised on: _____

Reviewed on: _____

2002
Organization of the Board

1. Membership, Term and Election

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

2. Internal Organization and Officers

a. President

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

b. Vice President

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

c. Secretary

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.
- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the

proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. A treasurer from the board will be designated on a year-to-year basis.
- ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.
- v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
 - i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.

- ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.
- iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

4. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:
 - i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
 - ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
 - iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
 - iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
 - v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily

- accessible to the public and contains a reference to this section;
- vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
 - vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
 - 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
 - 2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
 - 3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and
 - viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

5. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
 - i. A member submits his or her formal resignation from the board.

- ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.
 - iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
 - iv. Such other reasons as are set forth in Nebraska statutes.
- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.
- c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: August 7, 2017

Revised on: July 30, 2018; July 15, 2019

Reviewed on: _____

2003
Development and Education of Board Members

1. New Board Member Orientation

- a. All new board members are strongly encouraged to attend new board member training and workshops.
- b. Sitting board members and the superintendent will assist each new member-elect to understand the board's functions, policies, and procedures before he or she takes office.

2. Ongoing Development and Education

- a. Board members provide the most effective service to the district when they are continuously updated on educational and legal issues. Attendance at meetings directly or indirectly related to education or school matters is encouraged for the value they have to the school system and the professional growth of board members.
- b. Board members are encouraged to engage in continuing education such as:
 - i. Participation in local, regional and state conferences and workshops such as meetings of the Nebraska Association of School Boards, the Nebraska Rural Community Schools Association, and the Nebraska Council of School Administrators.
 - ii. Participation in legislative sessions and related activities.
 - iii. Participation in national conventions such as the National School Boards Association and/or the American Association of School Administrators on a rotating basis among the members.
 - iv. Examination of other school facilities and their programs.

The superintendent shall notify board members of all relevant conferences and workshops, other local and regional meetings, and/or in-service activities.

Board members should refer to Policy 2007 for information on reimbursement for attendance at continuing education and training.

Adopted on: June 19, 2023

Revised on: _____

Reviewed on: _____

**2004
Oath of Office**

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I,, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

Adopted on: June 19, 2023

Revised on: _____

Reviewed on: _____

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: _____

Multi-Tiered System of Supports (MTSS) Implementation Plan for Grades 7-12

Executive Summary

This implementation plan outlines a comprehensive approach to establishing a Multi-Tiered System of Supports (MTSS) framework in a 7-12 high school setting. The plan addresses three key domains: academic achievement, behavioral development, and social-emotional learning (SEL). It provides a structured timeline, specific strategies for each tier of support, monitoring tools, professional development recommendations, and stakeholder engagement approaches.

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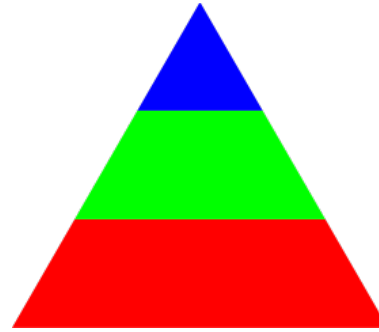
Introduction to MTSS

Multi-Tiered System of Supports (MTSS) is a comprehensive framework designed to provide targeted support to students based on their individual needs. The framework integrates:

- **Academic Support:** Evidence-based instructional practices and interventions
- **Behavioral Support:** Positive behavioral interventions and supports (PBIS)
- **Social-Emotional Learning (SEL):** Development of social-emotional competencies

This plan outlines how these three domains will be integrated within a three-tiered support model:

- **Tier 1:** Universal supports (80-85% of students)
- **Tier 2:** Targeted supports (10-15% of students)
- **Tier 3:** Intensive supports (3-5% of students)



Implementation Timeline

Year 1: Foundation Building (Planning and Initial Implementation)

Part 1 (Currently)

- Form MTSS leadership team
 - Mr. Anderson, Mr. Robb, Mrs. Swanson, Ms. Andreason, Mr. Sidwell, Mrs. K. Thompson, Mrs. C. Thompson, Mrs. Wilcox, Mr. Banahan
- Conduct needs assessment
 - We have begun to discuss, “non-negotiables of school”
 - Currently gathering data on what is currently being taught at TRHS
 - Built a schedule that is conducive to the implementation of interventions

Part 2 (March - June)

- Develop vision, mission, and goals
- Select universal screening tools
- Begin professional development for Tier 1 supports
 - Around the Calendar Schedule for next year
- Establish data management systems

Part 3 (August-May)

- Implement Tier 1 academic, behavioral, and SEL supports
- Conduct first universal screenings
- Develop Tier 2 intervention protocols
- Continue professional development
- Evaluate Year 1 progress and adjust implementation plans

Year 2: Full Implementation (2026-2027)

Semester 1 (August-December)

- Refine Tier 1 supports based on Year 1 data

- Implement Tier 2 supports
- Develop Tier 3 intervention protocols
- Continue professional development for all tiers
- Conduct universal screenings

Semester 2 (January-May)

- Implement Tier 3 supports
- Refine Tier 1 and 2 supports
- Evaluate effectiveness of all tiers
- Engage in continuous improvement cycles

Year 3: Sustainability and Refinement (2027-2028)

Full Year

- Full implementation of all three tiers
- Refinement based on data
- Focus on sustainability
- Integration into school culture and systems
- Continued professional development and coaching

Tier 1 Universal Supports (All Students)

Academic Domain

Core Instruction Framework

- Standards-aligned curriculum in all subject areas
- Evidence-based instructional practices:
 - Clear learning objectives
 - Explicit teaching of concepts and skills
 - Active student engagement strategies
 - Formative assessment and feedback
 - Differentiated instruction
 - Metacognitive strategy instruction

Specific Instructional Approaches

- Gradual release of responsibility model (I do, We do, You do)
- Inquiry-based learning opportunities
- Technology integration to support learning
- Literacy across the curriculum initiatives
- Project-based learning opportunities
- Cross-curricular connections

Monitoring Tools

- Curriculum-based measurements (quarterly)
- Formative assessments (weekly/biweekly)
- Course grades and assignment completion rates
- Universal academic screeners (3x per year)

Behavioral Domain - (Something we need to look into more as a Team)

School-Wide Positive Behavioral Interventions and Supports (PBIS) or Behavior Matrix provided by the Educational Service Unit

- Clearly defined behavioral expectations matrix for all school settings
- Explicit teaching of expected behaviors
- Consistent reinforcement system
- Fair and equitable discipline procedures
- Active supervision in all settings

Specific PBIS Components

- "Respect, Responsibility, Safety" expectation framework
- Behavior-specific praise
- Token or point system with meaningful rewards/recognition
- Clear classroom management procedures
- Restorative practices for minor infractions

Monitoring Tools

- Office discipline referrals
- Attendance and tardiness data
- Classroom behavior tracking system
- School climate surveys (2x per year)

Social-Emotional Learning Domain

SEL Curriculum Integration

- Dedicated SEL time (advisory/homeroom)
- Embedded SEL in content areas
- Focus on CASEL's five core competencies:
 1. Self-awareness
 2. Self-management
 3. Social awareness
 4. Relationship skills
 5. Responsible decision-making

Specific SEL Approaches

- Advisory/homeroom curriculum (20-30 minutes, 2-3x weekly)
- Teacher modeling of SEL skills
- Integration of SEL language across school
- SEL skill application opportunities
- Student leadership and voice initiatives

Monitoring Tools

- SEL competency assessments (2x per year)
- Student self-reflection tools
- School connectedness surveys
- Teacher observational data

Tier 2 Targeted Supports (10-15% of Students)

Academic Domain

Targeted Interventions

- Small group instruction (3-5 students)
- Skill-based interventions
- Strategic scheduling of intervention blocks
- Content recovery programs
- Additional time and support for core content

Specific Intervention Strategies

- Reading interventions (comprehension, fluency, vocabulary)
- Writing interventions (organization, elaboration, conventions)
- Math interventions (computation, problem-solving, concepts)
- Executive functioning support (organization, time management)
- Study skills instruction

Monitoring Tools

- Progress monitoring (biweekly)
- Intervention-specific assessments
- Goal attainment scaling
- Attendance in intervention sessions

Behavioral Domain

Targeted Interventions

- Check-in/Check-out (CICO) system
- Social skills groups
- Behavior contracts
- Self-monitoring systems
- Mentoring programs

Specific Intervention Strategies

- Daily behavior report cards
- Goal-setting and self-evaluation
- Group contingency programs
- Conflict resolution training
- Structured breaks and regulation opportunities

Monitoring Tools

- Daily behavior points
- Goal attainment
- Decrease in office referrals
- Teacher and student rating scales

Social-Emotional Learning Domain

Targeted Interventions

- Small group counseling
- Coping skills instruction
- Peer support groups
- Targeted SEL lessons
- Check & Connect mentoring

Specific Intervention Strategies

- Anxiety management
- Anger management
- Social skills development
- Grief/loss support
- Mindfulness practices

Monitoring Tools

- Pre/post assessments

- Emotional regulation tracking
- Counselor assessments
- Student self-reporting

Tier 3 Intensive Supports (3-5% of Students)

Academic Domain

Intensive Interventions

- Individualized instruction (1:1 or 1:2 ratio)
- Specialized program placement
- Extended learning time
- Alternative curriculum options
- Multisensory instructional approaches

Specific Intervention Strategies

- Diagnostic assessments to identify specific skill deficits
- Intensive reading interventions (Wilson Reading, Orton-Gillingham)
- Intensive math interventions (Do The Math, TransMath)
- Content replacement options
- Consideration of special education evaluation if appropriate

Monitoring Tools

- Frequent progress monitoring (weekly)
- Diagnostic assessments
- Individualized goal tracking
- Work samples and performance tasks

Behavioral Domain

Intensive Interventions

- Functional Behavioral Assessment (FBA)
- Behavior Intervention Plan (BIP)
- Wraparound services
- Individual counseling
- Crisis intervention/prevention

Specific Intervention Strategies

- Individualized behavior contract
- Replacement behavior training

- Environmental modifications
- De-escalation strategies
- Collaborative problem-solving

Monitoring Tools

- Daily behavior tracking
- Direct observation data
- Intensity/duration/frequency measures
- Antecedent-Behavior-Consequence (ABC) data

Social-Emotional Learning Domain

Intensive Interventions

- Individual counseling/therapy
- Family engagement and support
- Community agency partnerships
- Crisis response plans
- Trauma-informed approaches

Specific Intervention Strategies

- Cognitive-behavioral techniques
- Trauma-focused interventions
- Intensive self-regulation training
- Safety planning
- Therapeutic support groups

Monitoring Tools

- Clinical assessment tools
- Risk assessment protocols
- Therapeutic goal attainment
- Emotional functioning scales

Data Collection and Progress Monitoring

Universal Screening - Assess what we have, and create a plan moving forward with the screening process.

Academic Screening

- Standardized reading/math assessments (Renaissance STAR, NWEA MAP, AIMSweb)
- Writing samples with standardized rubrics
- Curriculum-based measurements
- Frequency: Beginning, middle, and end of year

Behavioral/SEL Screening

- Behavior risk screening tool (SRSS, SAEBRS, BESS)
- School climate survey
- Attendance and office referral review
- Student self-assessment of SEL skills
- Frequency: Beginning and middle of year

Progress Monitoring

Tier 1 Monitoring

- Quarterly grade analysis
- Attendance patterns
- Behavioral referral data
- SEL competency assessments
- School climate indicators

Tier 2 Monitoring

- Biweekly progress checks on targeted skills
- Intervention-specific assessments
- Goal attainment scaling
- Behavior frequency counts
- Student self-monitoring data

Tier 3 Monitoring

- Weekly progress monitoring
- Individualized assessment plans
- Intensity/duration/frequency data
- Goal attainment measures
- Clinical assessment tools as appropriate

Data Management System

- Comprehensive student information system
- Early warning indicator dashboard
- Intervention tracking database
- Data visualization tools for team meetings
- Secure data sharing protocols

Data-Based Decision Making

Team Structures

- MTSS Leadership Team (monthly meetings)
- Grade-Level Teams (weekly meetings)
- Student Support Teams (biweekly meetings)
- Individual Problem-Solving Teams (as needed)

Decision Rules for Movement Between Tiers

- Entry criteria for Tier 2: Below 25th percentile on screening, teacher nomination, or 2+ office referrals
- Exit criteria for Tier 2: Above 40th percentile for 3 consecutive progress monitoring points
- Entry criteria for Tier 3: Below 10th percentile, minimal response to Tier 2, or high-risk behaviors
- Exit criteria for Tier 3: Consistent progress toward individualized goals over 6-8 weeks

Professional Development Plan

Year 1 Focus

Summer Institute (3 days) - ESU

- MTSS overview and framework
- Data literacy fundamentals
- Tier 1 instructional practices
- Universal screening procedures

Ongoing PD (Monthly)

- Evidence-based instructional practices
- Positive classroom management
- SEL integration in content areas
- Data collection and analysis

Coaching Support

- Instructional coaching cycles
- Peer observation opportunities
- PLCs focused on Tier 1 implementation
- Video analysis of instruction

Year 2 Focus

Summer Institute (2 days)

- Tier 2 intervention training
- Progress monitoring procedures
- Targeted intervention protocols
- Data-based decision making

Ongoing PD (Monthly)

- Small group intervention strategies
- Behavior support planning
- SEL intervention approaches
- Advanced data analysis

Coaching Support

- Intervention implementation coaching
- Cross-school learning walks
- Intervention-focused PLCs
- Tier 2 case studies

Year 3 Focus

Summer Institute (2 days)

- Tier 3 intensive intervention training
- Complex case management
- Systems integration and sustainability
- Continuous improvement processes

Ongoing PD (Monthly)

- Intensive intervention strategies
- Crisis prevention and intervention
- Integration of community resources
- Advanced data-based problem solving

Coaching Support

- Individualized coaching based on need
- Cross-district collaboration
- Expert consultation for complex cases
- Leadership capacity building

Stakeholder Engagement

Staff Engagement

- Regular communication about MTSS purpose and progress
- Teacher representation on MTSS leadership team
- Recognition of implementation successes
- Feedback mechanisms for continuous improvement
- Clear roles and responsibilities

Student Engagement

- Student representation on MTSS teams (especially for grades 9-12)
- Student focus groups for feedback
- Peer support and leadership opportunities
- Self-advocacy skill development
- Student-led conferences

Family Engagement

- MTSS information sessions
- Clear communication about tiered supports
- Regular progress updates
- Parent representation on MTSS team
- Parent training opportunities
- Translation services as needed

Community Engagement

- Community resource mapping
- Partnership agreements with community agencies
- Coordination of services
- Shared professional development
- Regular communication with stakeholders

Resource Allocation

Material Resources

- Evidence-based intervention programs
- Progress monitoring tools
- SEL curriculum
- Technology for data management
- Screening instruments
- Professional development materials

Time Resources

- Protected intervention blocks in master schedule
- Dedicated team meeting times
- Professional development calendar
- Data analysis days (quarterly)
- Summer planning time

Financial Resources

- Professional development budget
- Assessment and intervention materials
- Stipends for team members
- Substitute coverage for training
- Technology for data management
- Potential grant funding opportunities

Evaluation and Continuous Improvement

Implementation Fidelity Measures

- Tier 1 fidelity tools (e.g., Tiered Fidelity Inventory)
- Classroom walkthrough data
- Intervention implementation checklists
- Professional development participation
- Team meeting protocols and documentation

Outcome Measures

- Academic achievement data
 - Universal screening results
 - State assessment performance
 - Course passage rates
 - Graduation rates
- Behavioral outcome data

- Office discipline referrals
- Suspension/expulsion rates
- Attendance patterns
- School climate survey results
- Social-emotional outcome data
 - SEL competency measures
 - School connectedness
 - Student well-being indicators
 - Postsecondary readiness measures

Continuous Improvement Cycle

1. Analyze current data
2. Identify improvement priorities
3. Research evidence-based practices
4. Develop action plans
5. Implement with fidelity
6. Monitor implementation and outcomes
7. Adjust as needed
8. Celebrate successes

Annual Evaluation Report

- Comprehensive analysis of all data sources
- Comparison to previous year's performance
- Identification of strengths and challenges
- Recommendations for system improvements
- Celebrations of success
- Goals for upcoming year

Appendices

Appendix A: Assessment Tools

- List of specific screening tools
- Progress monitoring measures
- Diagnostic assessments
- Fidelity measures

Appendix B: Intervention Resources

- Academic intervention programs by tier
- Behavioral intervention protocols
- SEL intervention resources

- Technology resources

Appendix C: Team Structures and Protocols

- MTSS team membership and roles
- Meeting schedules and agendas
- Data review protocols
- Problem-solving process documentation

Appendix D: Professional Development Materials

- PD calendar
- Training resources
- Coaching protocols
- Implementation guides

Appendix E: Communication Templates

- Parent notification letters
- Intervention progress reports
- Staff communication templates
- Community partner agreements

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT TWIN RIVER PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Twin River Public Schools**, legally known as **Nance County School District 63-0030**, and referred to as "the Board" and "the District" respectively, and **Brandi Bartels**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of 2 years beginning on July 1, 2025, and expiring on June 30, 2027. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holiday or leave days listed in Section 11.

Section 2. Renewal of Contract. If a Board representative does not inform the Superintendent in writing on or before **April 15, 2026 (and each April 15 thereafter)** 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 and after the expiration date provided in Section 1 of this 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 the 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.

Section 3. Salary. The Superintendent's salary for the contract year shall be \$135,000 which shall be paid in 12 equal monthly installments beginning in the month of July 2025. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that the Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the Superintendent's application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Superintendent will advise the Board immediately; (2) the Superintendent has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) the Superintendent has not had any professional licenses or certificates suspended or revoked.

Section 6. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to all required duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other

professional duties and obligations as long as they do not interfere with carrying out the Superintendent's duties and obligations to the District.

Section 7. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of the Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. § 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with the obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach of this contract.

Section 9. Disability. If the Superintendent is unable to perform any of the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period of more than sixty (60) days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 10. Transportation. The Board shall provide the Superintendent with transportation or reimburse the Superintendent for mileage required in the performance of official duties at the then-current IRS rate.

Section 11. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

a. Health Insurance. Health insurance through the District's health insurance carrier for the employee; employee and children; employee and spouse; or employee, spouse, and children (as applicable).

b. Dental Insurance. Dental insurance through the District's health insurance carrier for the employee; employee and children; employee and spouse; or employee, spouse, and children (as applicable).

c. Paid Time Off (PTO). The Superintendent shall have thirty (30) PTO days for the initial contract year which the Superintendent may use at times the Superintendent chooses so long as the absence does not interfere with the proper performance of the Superintendent's duties. Any planned extended absence while school is in session will require advance approval by the Board, and the parties will cooperate in arranging PTO leave so as to cause the least inconvenience to the normal operation of the District. After the initial contract year, the Board shall give the Superintendent the number of PTO days necessary to restore the total to thirty (30) days. For example, if the Superintendent uses 12 days of vacation in year one, the Board will provide the Superintendent with 12 days the following year to bring the total vacation days back to 30. The Superintendent shall develop

a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Superintendent to use PTO days and shall compensate the Superintendent for unused PTO days upon the conclusion of employment at a rate of **\$100.00** per day.

d. Holidays. The Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day.

e. Professional Development. The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, and regional level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.

f. Professional Dues. The District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators and others as applicable to the position and approved by the board.

g. Cell Phone. The Superintendent shall be required to purchase and maintain a cellular phone so that the Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Superintendent up to a maximum of \$100.00 per month for the actual cost of a cellular phone service plan.

h. Expense Reimbursement. The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school

functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500 or more.

i. Moving Expenses. The Board strongly encourages the Superintendent to reside in the District as to be highly motivated and deeply committed to the District's educational system. The District will pay up to and not to exceed \$5,000 for moving expenses incurred upon moving into the District. Payment will be made after receipts have been filed to verify actual expenditures.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Compensation Upon Termination. Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

Section 14. Evaluation. The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make the Superintendent evaluation an agenda item for the regular **December** Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 15. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by carrying out the Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's performance of duties or position as the Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the Superintendent acted in good faith and in a manner which the Superintendent reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the Superintendent's conduct was unlawful.

Section 16. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, the Superintendent will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this contract. In deference to the requirements of state and federal law, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of the position.

Section 17. Disciplinary Action. The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising the Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

Section 18. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

Section 19. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 20. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this 17 day of March, 2025.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 2025.

Superintendent

CONSULTANT EMPLOYMENT AGREEMENT

THIS CONTRACT is made by and between the **Board of Education of Twin River Public Schools**, legally known as **Nance County School District 63-0030**, and referred to as "the Board" and "the School District" respectively, and **Brandi Bartels**, referred to herein as "Consultant".

WITNESSETH: The District agrees to employ the Consultant and the Consultant agrees to accept such employment subject to the following terms and conditions:

1. Randolph Public Schools' Approval of Agreement as Condition Precedent on the School District's Obligations. All of the School District's obligations hereunder are expressly conditioned upon the board of education for Randolph Public Schools, Consultant's current employer, affirmatively approving the consultant relationship as contemplated herein. Consultant shall furnish to the School District evidence demonstrating Randolph Public School's approval prior to providing services under this Agreement.

2. Commencement of Employment. This agreement shall commence on or about March 17, 2025, subject to the required approval in section 1.

3. At-Will Nature of Employment; Status as Exempt Employee. The Consultant is hired on an "at will" basis. The Employee's duties and extent of employment are subject to assignment by the Board President. The Consultant agrees at all times to perform all of his duties faithfully, industriously, and to the best of his ability, experience, and talents.

4. Days and Hours of Employment. The days and hours of employment shall be coordinated with the Board President as needed to complete the duties of the Consultant.

5. Compensation. The Consultant's wage shall be \$65.00 per hour, with a maximum of \$520 per day. The Consultant shall be reimbursed for all reasonable and necessary mileage expenses that the Consultant incurs fulfilling the duties of this Agreement at the IRS approved rate.

6. Fringe Benefits. There are no fringe benefits associated with this position.

7. Policies, Rules and Regulations. The Consultant agrees to be governed by the policies of the Board, the rules and regulations of the District,

and the directives of supervisors. These policies, rules and regulations may be changed at any time, with or without notice to the Consultant.

8. Termination of Employment. This agreement creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing. The Board President may, acting upon his or her own initiative, terminate the Consultant’s employment; and such termination will be effective upon the date of the decision.

9. Compensation Upon Termination. The Consultant agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the District by the Consultant and may be withheld by the District from any payments to the Consultant.

10. Deductions. The Consultant authorizes the district to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by him or her, the value of property or money entrusted to the Consultant or owed by the Consultant to the District during the course of his or her employment or owed by him or her to the District during the course of employment. No deductions shall be made for retirement purposes.

11. Entirety of Agreement and Amendments. The Consultant certifies that he or she has read the foregoing Employment Agreement, fully understands its terms and conditions, and agrees that it constitutes the entire agreement; and that any representations, promises, agreements or undertakings, written or oral, that are not contained herein shall not be of any force or effect. This Agreement may be modified only by a written instrument signed by the Consultant and the Board President.

12. Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Brandi Bartels
Consultant

Jennifer Swantek
School Board President

Executed on _____, 2025

Executed on _____, 2025