

Board of Education Regular Meeting
Media Center, Twin River High School
816 Willard Avenue
Genoa, NE 68640
Monday, April 20, 2020 7:30 PM

David Baxa: Present
John Nelson: Present
Dan Preister: Present
John Reeg: Present
Jennifer Swantek: Present
Chelsa Thompson: Present

1. Meeting Called to Order
 - 1.1. Open Meeting Law
 - 1.2. Meeting Properly Published and Posted
2. Roll Call
 - 2.1. Excused/Unexcused Absences
3. Approval of Agenda
4. Approval of Minutes of Previous Meetings
5. Treasurer's Financial Report
6. Approval of Claims
7. Reports of Administrators and Committees
 - 7.1. Principal's Reports
 - 7.2. Activities Report
 - 7.3. Superintendent Report
 - 7.4. Board of Education Report
8. Old Business
9. New Business

- 9.1. Consider and Take Possible Action to Complete the Documentation and Purchase LOT 3 BLOCK 15 (66x284) WILLARD 2ND GENOA (1002 Willard Ave., Genoa, NE)
- 9.2. Consider and Take Possible Action to Accept Resignation(s)
- 9.3. Consider and Take Possible Action to Approve New Hire(s)
- 9.4. Consider and Take Possible Action to Set Tentative Date for Graduation Ceremony for Class of 2020
10. Date: May 18, 2020
Time: 7:30 P.M.
Location: High School Media Center, Twin River High School, Genoa, NE; also via Zoom
11. Executive Session
12. Adjournment

Jennifer Swantek, Board President

Dan Preister, Board Secretary

Board of Education Regular Meeting

Media Center, Twin River High School

816 Willard Avenue

Genoa, NE 68640

Monday, March 16, 2020 7:30 PM

David Baxa: Present

John Nelson: Present

Dan Preister: Present

John Reeg: Present

Jennifer Swantek: Present

Chelsa Thompson: Present

1. Meeting Called to Order

1.1. Open Meeting Law

1.2. Meeting Properly Published and Posted

2. Roll Call

2.1. Excused/Unexcused Absences

All members present.

3. Approval of Agenda

Motion to Approve Agenda Passed with a motion by Dan Preister and a second by David Baxa.

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

4. Approval of Minutes of Previous Meetings

Motion to Approve Minutes of Previous Meetings Passed with a motion by David Baxa and a second by John Nelson.

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

5. Treasurer's Financial Report

Motion to Approve Treasurer's Financial Report Passed with a motion by David Baxa and a second by Dan Preister.

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

6. Approval of Claims

Motion to Approve Claims Passed with a motion by John Nelson and a second by David Baxa.

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

7. Old Business

8. New Business

8.1. Consider and Take Possible Action to Approve Special Education Services Contract for the 2020 - 2021 School Year with ESU 7

Motion to Approve Special Education Services Contract for the 2020 - 2021 School Year with ESU 7 Passed with a motion by Jennifer Swantek and a second by David Baxa.

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

8.2. Consider and Take Possible Action to Approve COVID-19 Resolution

Motion to Approve COVID-19 Resolution Passed with a motion by Chelsa Thompson and a second by Jennifer Swantek.

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

8.3. Discussion of Response Plan to Coronavirus

Dr. Weidner gave an update on the COVID-19 pandemic and spoke about what Administration is working on to help staff and students prepare if the district remains closed the rest of the school year. The Commissioner has made the recommendation for all schools in Nebraska to close down to "flatten the curve". The governor may be making the declaration soon and mandate all schools to close 6-8 weeks. At this time the governor has suspended all testing. The Twin River School District has applied through the state to offer grab n' go breakfast and lunch meals to children ages 1-18 in all three communities. Administration will be discussing how to get items such as personal belongings, Chromebooks, and learning materials to students. Dr. Weidner and the Administration Team are working diligently to do the best they can for both students and staff during this difficult time and will continue to keep the families and public updated as much as possible through school messenger and social media.

9. Date, Time, and Location of Next Meeting

Date: April 20, 2020; Time: 7:30 p.m.; Location: H.S. Media Center

Possible Conflict: Band/Choir Concert - 7:00 p.m.

Motion to Approve Next Board Meeting for April 20, 2020 at 7:30 p.m. in the H.S. Media Center Passed with a motion by Chelsa Thompson and a second by John Nelson.

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

10. Executive Session

Motion to Enter into Executive Session at 7:55 p.m. Passed with a motion by Dan Preister and a second by Chelsa Thompson.

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

Motion to Come Out of Executive Session at 8:16 p.m. Passed with a motion by Chelsa Thompson and a second by David Baxa.

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

11. Adjournment

Motion to Adjourn at 8:17 p.m. Passed with a motion by Dan Preister and a second by David Baxa.

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

Jennifer Swantek, Board Secretary

John Reeg, Board President

Special Meeting
Media Center, Twin River High School
816 Willard Avenue
Genoa, NE 68640
Monday, March 23, 2020 7:30 PM

David Baxa: Absent
John Nelson: Present
Dan Preister: Present
John Reeg: Present
Jennifer Swantek: Absent
Chelsa Thompson: Present

1. Meeting Called to Order

1.1. Open Meeting Law

1.2. Meeting Properly Published and Posted

2. Roll Call

3. Consider and Take Possible Action to Approve Meeting Notification Procedures Resolution
Motion to Approve Meeting Notification Procedures Resolution Passed with a motion by John Nelson and a second by Dan Preister.

John Nelson: Yea, Dan Preister: Yea, John Reeg: Yea, Chelsa Thompson: Yea

4. Consider and Take Possible Action to Approve Emergency Declaration and On-Call Procedures

Motion to Approve Emergency Declaration and On-Call Procedures Passed with a motion by John Nelson and a second by Chelsa Thompson.

John Nelson: Yea, Dan Preister: Yea, John Reeg: Yea, Chelsa Thompson: Yea

5. Adjournment

Motion to Adjourn at 7:41 p.m. Passed with a motion by Dan Preister and a second by John Nelson.

John Nelson: Yea, Dan Preister: Yea, John Reeg: Yea, Chelsa Thompson: Yea

Jennifer Swantek, Board Secretary

John Reeg, Board President

Revenue Journal

Fiscal Year: 2020

Entry Line	Date Account	Received From	Receipt Description	Accrue	Description	Bank ID/Account Receivable	Received
Journal: 599 04/16/2020 Gen. Fund Rev. for March 2020							
Entry	03/23/2020	State of NE			Sped Reimbursement	A 010080	Genoa Natl
1	01-1-03120-000-000-000		School Age SPED Revenue			0.00	49,164.00
Entry	03/30/2020	State of NE			Sped Transp.	A 010080	Genoa Natl
1	01-1-03125-000-000-000		Sped School Age Trans			0.00	22,181.00
Entry	03/31/2020	State of NE			Sped Reimbursement	A 010080	Genoa Natl
1	01-1-03120-000-000-000		School Age SPED Revenue			0.00	4,508.00
Entry	03/31/2020	State of NE			State Aid	A 010080	Genoa Natl
1	01-1-03110-000-000-000		State Aid			0.00	4,161.00
Entry	03/09/2020	Polk County			County Receipts	A 010080	Genoa Natl
1	01-1-01125-000-000-000		Motor Vehicle Tax Receipts			0.00	304.00
2	01-1-01100-000-000-000		Property Tax Receipts			0.00	7,206.00
3	01-1-02110-000-000-000		County Fines and Licenses			0.00	39.24
4	01-1-03131-000-000-000		Property Tax Credit			0.00	30,265.42
5	01-1-03130-000-000-000		Homestead Exemption			0.00	382.26
6	01-1-03132-000-000-000		Personal Property Tax Credit			0.00	6.13
Totals for Entry 20636						0.00	38,203.05
Entry	03/16/2020	Platte County			County Receipts	A 010080	Genoa Natl
1	01-1-01125-000-000-000		Motor Vehicle Tax Receipts			0.00	3,471.74
2	01-1-01100-000-000-000		Property Tax Receipts			0.00	23,483.68
3	01-1-03130-000-000-000		Homestead Exemption			0.00	2,721.49
4	01-1-03131-000-000-000		Property Tax Credit			0.00	145,994.27
5	01-1-03132-000-000-000		Personal Property Tax Credit			0.00	1,335.49
6	01-1-02110-000-000-000		County Fines and Licenses			0.00	364.86
Totals for Entry 20637						0.00	177,371.53
Entry	03/20/2020	Lunch			NRT, NEIT, VSP, Misc	A 010080	Genoa Natl
1	01-1-05690-000-000-000		Other Non-revenue Receipts			0.00	500.86
2	01-1-05690-000-000-000		Other Non-revenue Receipts			0.00	25.16
3	01-1-09000-000-000-000		Nonprogrammed Receipts			0.00	2,315.89
Totals for Entry 20638						0.00	2,841.91
Entry	03/20/2020	Nance County			County Receipts	A 010080	Genoa Natl
1	01-1-01125-000-000-000		Motor Vehicle Tax Receipts			0.00	9,777.21
2	01-1-01100-000-000-000		Property Tax Receipts			0.00	42,250.97
3	01-1-03130-000-000-000		Homestead Exemption			0.00	3,372.19
4	01-1-03131-000-000-000		Property Tax Credit			0.00	120,673.69
5	01-1-03132-000-000-000		Personal Property Tax Credit			0.00	1,587.66
Totals for Entry 20640						0.00	177,661.72
Entry	03/31/2020	GCB			Interest	A 010080	Genoa Natl
1	01-1-01510-000-000-000		Interest On Investments			0.00	117.62
Entry	03/20/2020	Merrick County			County Receipts	A 010080	Genoa Natl
1	01-1-01125-000-000-000		Motor Vehicle Tax Receipts			0.00	3,648.89
2	01-1-01100-000-000-000		Property Tax Receipts			0.00	33,095.66
3	01-1-03130-000-000-000		Homestead Exemption			0.00	3,058.47
4	01-1-03131-000-000-000		Property Tax Credit			0.00	48,799.83

Revenue Journal

Fiscal Year: 2020

Entry Line	Date Account	Received From	Receipt Description	Accrue	Description	Bank ID/Account Receivable	Received
5	01-1-03132-000-000-000		Personal Property Tax Credit			0.00	2,648.36
6	01-1-02110-000-000-000		County Fines and Licenses			0.00	854.89
Totals for Entry 20643						0.00	92,106.10
Totals for Journal 599						0.00	568,315.93

Bank Account Totals			
A	010080	Genoa Natl Bank Gen	568,315.93

Fund Summary		Receivable	Received
01	GENERAL FUND	0.00	568,315.93

**Twin River Board of Education
Monthly Meeting
4-20-2020**

PreK-6 Principal's Report

- I. Pre-Kindergarten Round-up**
 - a. Letters going out to parents on Immunizations, etc. needed
 - b. No date set at this time

- II. Kindergarten Round-up**
 - a. Letters going out to parents on Immunizations, etc. needed
 - b. No date set at this time

- III. Budget Books**
 - a. Staff is completing budget books (due May 1st) and administration will begin reviewing requests

- IV. Zoom, Zoom, Zoom!!!!**
 - a. Zoom meeting weekly with teaching staff
 - b. Zoom meetings several times a week with admin team
 - c. Zoom meeting weekly with ESU7 area elementary principals
 - d. Zoom meeting weekly with NAESP (National Association of Elementary School Principals)

- V. Elementary Instruction During COVID-19 Closure**
 - a. Letter and document to parents laying out how we are proceeding with education (emailed and posted on TR website)
 - b. Zoom meetings, Google Docs, email, phone calls, texts with teaching staff
 - c. Teachers contacting parents weekly via phone call, email, text, Remind, etc.
 - d. Weekly zoom meeting to update on the latest developments/discuss issues needing resolved/celebrate good things happening/share ideas, stories, communicate
 - e. Teachers are using Google Classroom, Zoom, Seesaw, email, etc. to provide lessons, work and feedback for continued learning with students.
 - f. SPED teachers reaching students with specifics in IEPs
 - g. Students are doing work!! Overall a good start (Google doc updating me participation rates)

- VI. Para Educators/Aides**
 - a. Assisting in preparing, handing out lunches and school supplies
 - b. Completing on-line courses that will improve their abilities to assist our students in their learning

High School Principal's Report

4-20-2020

I. Recent School Activity

- Continuing education for grades 7-12 began on April 6, 2020 using an on-line format.
- Teachers are using Google classroom as their delivery platform and are taking two grades each week that are being entered into Infinite Campus.
- New material is placed into Google classrooms each Monday and assignments are due by midnight Friday in most cases. Teachers are taking late work. These grades will be used in the final semester average for 2nd semester.
- Teachers have set up "office hours" where they are available for immediate feedback for students and have been adjusting those hours as needed in order to work with students and families with the many different schedules during this time. Teachers are always available by email, although it may not be immediate feedback.
- Students are expected to monitor their Google Classes and complete assignments on time.
- Special Education Department has made all necessary arrangements to continue serving all students with IEPs with all services.
- Teachers have reported a success rate through the first week of 60-95% in the majority of classes. They continue to reach out to families and students in efforts to get us to 100% participation as soon as possible in order to finish this school year with all students moving forward next year.
- The school year will end on May 14 for grades 7-12.
- Although this is not an ideal situation, I would like to extend my great appreciation and thank you to the Twin River Family (Staff, Students, Parents and Community)! It is another trying year for us and would not be successful without the dedication, cooperation, flexibility, adaptability and hard work of all.

II. Meetings and Workshops

- Weekly Zoom meetings with ESU7 principals, 7-12 staff, elementary staff, and administration team.
- Working with ESU7 principal team - beginning planning conversations for 2020-21 school year.

III. School Updates

- All State Testing has been suspended for this year.
- Evidence Based Analysis for reporting to NDE has been suspended for this year.

Activities Report: 4-20-2020

Recent news, events

-

Upcoming events, meetings

- More Zoom meetings

Meetings, professional development since last month's meeting

- ESU Principal Zoom meetings
- Twin River Staff Zoom meetings
- Twin River Admin Zoom meetings

Other information

- Planning activities for next year
 - Baseball
 - Cheerleading
- Not much else going on...

OFFER TO PURCHASE

The undersigned as Buyer, Nance County School District No. 63-0030-000, (herein after referred to as "Twin River Public Schools" or "Buyer"), offers to purchase the following property from Beth Faiola, a single person, (herein after referred to as "Seller"), including all fixtures and equipment permanently attached thereto unless otherwise provided herein:

Address: 1002 Willard Ave

Legal Description: LOT 3 BLOCK 15 (66X284) WILLARDS 2nd GENOA.

This offer is subject, however, to the condition that the Seller has a marketable title in fee simple. Seller shall furnish a title insurance policy insuring marketability, to be paid for as follows: paid completely by the Buyer. If any defects in title are discovered, Buyer agrees to furnish a copy of a written opinion from Buyer's attorney stating such defects. Buyer agrees that should a title defect exist, Seller should have reasonable time to correct said defect, but not to exceed thirty days from the date of the opinion or title commitment. Seller agrees to convey to Buyer or Buyer's nominee, by warranty deed, free and clear from all liens, encumbrances, special assessments levied or assessed or special assessment districts that have been created and ordered constructed, as of the date of the acceptance of this Offer to Purchase, subject to all easements and restriction now of record against the property.

Buyer agrees to pay Seller \$65,000.00, as follows:

The entire sum of \$65,000.00 to be paid in certified check from the School District at the time of delivery of Deed. No financing is required for this purchase by the Buyer.

The Buyer does not require any inspections by this Offer or any addendum thereto but should the Buyer desire any inspection they shall be undertaken at the sole cost of the Buyer. Seller shall not be responsible for replacement or repairs of anything within the house.

Seller shall pay all past taxes, including 2019 taxes. All other taxes, fees, or expenses associated with this transition shall be borne by the Buyer. If Buyer desires title insurance, the cost of such title insurance shall be bourn exclusively by the Buyer. Additionally, Buyer waives any and all claims or representations of warranty or condition of mechanical systems of whatsoever nature as against the Seller and shall hold the Seller harmless for any such claims that otherwise could have been made.

Seller shall have until the date of closing to remove any personal property as herein above referred to.

If this Offer to Purchase is accepted, Buyer agrees to close the purchase on the 29th day of May, 2020 or soon after as all necessary actions under the Agreement have occurred, or on such other dates as the parties may agree to in writing. Possession of the property shall be given Buyer on the date of closing the Purchase.

This Offer is based upon Buyer's personal inspection or investigation of the premises and not upon any representation or warranties of condition by the Seller or Seller's agent. Seller shall until delivery of possession, removal of snow from sidewalks and driveways.

It is understood between the parties that the Buyer may as an option of use of the property have it demolished and therefore this agreement does not oblige Seller to maintain any mechanical systems including sewer, plumbing, electrical systems, air conditioning, water heaters, if any, or furnace in any particular working order.

It is understood by and through the parties that this Offer shall in no manner be construed to convey the property or to give any right of possession. Risk of loss or damage to the property prior to closing date shall rest with the Seller. If, prior to closing, the structures on the property are materially damaged by fire, explosion, tornado or any other cause, Buyer shall have the right to rescind the Offer and Seller shall then refund to Buyer the earnest money.

Board President

Secretary of the Board

Twin River Public Schools, Buyer
Address: 816 Willard Avenue, Genoa, NE 68640
402 992-2274

PROBATIONARY-Year One
TEACHER'S CONTRACT
For Class II, III, & VI and Class I Schools with a Superintendent

THIS CONTRACT made by and between the School District of Twin River School No. 63-0030 And the County of Nance, in the State of Nebraska, hereinafter referred to as the District and **Jonathan Anderson** a legally qualified teacher, hereinafter referred to as Teacher.

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the District for a school year, which shall begin on or about August 10th 2020 and end on or about May 18th 2021, and shall consist of 185 days of service including at least 180 teaching days and that the Teacher hereby agrees to accept such employment of a salary of \$45,880 and under the following conditions.

FIRST: The salary of the Teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 20th day of September, 2020 and the remaining installments shall be payable on the 20th day of each month thereafter.

SECOND: The teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full-time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the Teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon, that the Teacher shall not unreasonably refuse to accept such assignments.

FOURTH: During a school year covered by this agreement, in the event the Teacher violates any of the provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which, substantially inhibits the Teacher's ability to discharge the duties as set forth herein, including, but not limited to (a) becoming legally disqualified to teach in the State of Nebraska; (b) participation in any fraud; (c) causing any intentional damage to property; (d) engaging in any unlawful act; (e) becoming physically or mentally disabled; (f) insubordination; (g) neglect of duty; (h) immorality; then the Teacher may be discharged; provided the Teacher has been given the cause or causes for discharge in writing and has been given the opportunity for and due notice of a hearing before the Board prior to official action be taken. Nothing contained herein shall prevent the suspension of the teacher, with pay, from his/her duties during the pendency of such proceedings.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. The Teacher shall refund any unearned fractional portion of an installment paid, but not earned prior to termination of the contract.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the District and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the Teacher's Certificate, as herein listed, is registered in the office of the Superintendent of Schools in this District and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.


NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and condition of employment may, from time to time, be mutually agreed upon by and between the Board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing, and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions here of by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Section 79-12, 111 through 79-12, 114 R.R.S. (1982 Supp) and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools on or before April 17, 2020 shall constitute a rejection by the teacher of the offer of employment.

BA
Step 7
1.24

Dated _____ April 15 _____ 2020


Jonathan Wesley Anderson
Teacher

School District of Twin River No. 63-0030 county of Nance

By _____
President

_____ Date

PROBATIONARY-Year One
TEACHER'S CONTRACT
For Class II, III, & VI and Class I Schools with a Superintendent

THIS CONTRACT made by and between the School District of Twin River School No. 63-0030 And the County of Nance, in the State of Nebraska, hereinafter referred to as the District and Madison Smith a legally qualified teacher, hereinafter referred to as Teacher.

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the District for a school year, which shall begin on or about August 10th 2020 and end on or about May 18th 2021, and shall consist of 185 days of service including at least 180 teaching days and that the Teacher hereby agrees to accept such employment of a salary of \$37,000 and under the following conditions.

FIRST: The salary of the Teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 20th day of September, 2020 and the remaining installments shall be payable on the 20th day of each month thereafter.

Second: The teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full-time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the Teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon, that the Teacher shall not unreasonably refuse to accept such assignments.

FOURTH: During a school year covered by this agreement, in the event the Teacher violates any of the provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which, substantially inhibits the Teacher's ability to discharge the duties as set forth herein, including, but not limited to (a) becoming legally disqualified to teach in the State of Nebraska; (b) participation in any fraud; (c) causing any intentional damage to property; (d) engaging in any unlawful act; (e) becoming physically or mentally disabled; (f) insubordination; (g) neglect of duty; (h) immorality; then the Teacher may be discharged; provided the Teacher has been given the cause or causes for discharge in writing and has been given the opportunity for and due notice of a hearing before the Board prior to official action be taken. Nothing contained herein shall prevent the suspension of the teacher, with pay, from his/her duties during the pendency of such proceedings.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. The Teacher shall refund any unearned fractional portion of an installment paid, but not earned prior to termination of the contract.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the District and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the Teacher's Certificate, as herein listed, is registered in the office of the Superintendent of Schools in this District and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and condition of employment s may, from time to time, be mutually agreed upon by and between the Board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing, and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions here of by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Section 79-12, 111 through 79-12, 114 R.R.S. (1982 Supp) and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools on or before April 8, 2020 shall constitute a rejection by the teacher of the offer of employment.

BA
Step 1
1.0

Dated April 8, 2020

Madison Smith
Teacher

School District of Twin River No. 63-0030 county of Nance

By _____
President

Date