

Board of Education Regular Meeting
Room 503, West Building, Genoa, NE 68640
816 Willard Avenue
Genoa, NE 68640
Thursday, June 14, 2018 7:30 PM

David Baxa:	Present
Joe Beck:	Present
John Nelson:	Absent
John Reeg:	Present
Jennifer Swantek:	Present
Jason Urkoski:	Present

1. Meeting Called to Order
 - 1.1. Open Meeting Law
 - 1.2. Meeting Properly Published and Posted
 - 1.3. Rules For Public Participation Stated
2. Roll Call
 - 2.1. Excused/Unexcused Absences
3. Approval of Agenda
4. Approval of Minutes of Previous Meetings
5. Program Spotlight
6. Treasurer's Financial Report
7. Approval of Claims
8. Reports of Administrators and Committees
 - 8.1. Visitors
 - 8.2. Principal's Reports
 - 8.3. Activities Report
 - 8.4. Superintendent Report
 - 8.5. Board of Education Report

9. Old Business

9.1. Consider and Take Possible Action to Approve Contract for Asst. Principal/A.D.

10. New Business

10.1. Consider and Approve Contract for Tele-therapy Speech Path Services

10.2. Consider and Accept Bid for Chromebooks

11. Date, Time, and Location of Next Meeting

12. Executive Session

13. Adjournment

Jennifer Swantek, Board President

Dan Preister, Board Secretary

Board of Education Regular Meeting
Room 503, West Building, Genoa, NE 68640
Room 503
West Building
Genoa, NE 68640
Monday, May 21, 2018 7:30 PM

Dave Baxa:	Present
Joe Beck:	Present
John Nelson:	Present
John Reeg:	Present
Mrs. Jennifer Swantek:	Present
Jason Urkoski:	Present

1. Meeting Called to Order

1.1. Open Meeting Law

1.2. Meeting Properly Published and Posted

1.3. Rules For Public Participation Stated

2. Roll Call

2.1. Excused/Unexcused Absences

3. Approval of Agenda

Motion to approve agenda Passed with a motion by Joe Beck and a second by Dave Baxa.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

4. Approval of Minutes of Previous Meetings

Motion to approve Minutes of Previous Meetings Passed with a motion by John Nelson and a second by Jason Urkoski.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

5. FFA Horticulture Group - Greenhouse Sales

Kelsey Wetovick and her Ag students spoke about their green house experience and plant sales they had at the end of the school year. Overall they had a successful season. All plants were sold, and there are left over supplies that will cut down the cost for next year. The Ag students really enjoyed this experience and learned a lot from planting, fertilizing, maintaining a greenhouse, advertising, and selling to the public. They used this first year as a learning experience, and know some changes to be made for next year.

6. Treasurer's Financial Report

Motion to approve Treasurer's Financial Report Passed with a motion by Dave Baxa and a second by Jason Urkoski.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

7. Approval of Claims

Motion to approve Claims Passed with a motion by Joe Beck and a second by Dave Baxa.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

8. Reports of Administrators and Committees

8.1. Visitors

8.2. Principal's Reports

PreK-6 Principal's Report:

Nebraska Student Centered Assessment System (NSCAS)—ACT is Complete. Initial ACT scores received, NSCAS in September. NWEA/MAPS Testing completed 3rd round K-11th grade. Dynamic Indicators of Basic Early Literacy Skills (DIBELS) scores: 91% K-6 students at benchmark (compared to 92%/90%/89%/85% past three years). Pre-Early Literacy Indicators (PELI), Alphabet Knowledge: 38% - 69% - 83%, Phonological Awareness: 100% - 100% - 100%, Vocabulary/Oral Language: 100% - 100% - 88%, Comprehension: 94% - 100% - 100%. Continuing Education- There are certified staff members registered for KAGAN training this summer, with 20 staff members being trained in MANDT this summer. Elementary/JH/HS Science teachers are working with Laura Plas from ESU 7 over PBL 101 and Year 2 training. Title I-Schoolwide Program was approved by Nebraska Dept. of Education. Twin River was the only school in ESU 7 who were approved on the first draft. Mr. Heier gave recognition to Title I Coordinator Brenda Cuba. End of Year Items- PreK-6 staff will meet and discuss EBA survey for NDE as a part of their AQuESTT data. Grades/Budget Books/Inventories have been completed and staff checked out last Friday.

High School Principal's Report:

Recent School Activity - 4/24 FFA Banquet 6:30 pm - 4/26 FCCLA Banquet 6:00 pm - 5/1 Academic Honors Night 7:00 pm - 5/8 Athletic Honors Night 7:00 pm - 5/12 Graduation 2:00 pm - 5/15 Last Day K-8 - 5/16 Last Day 9-11.

Meetings and Workshops:

4/18 - 20 - NETA Conference in Omaha (Technology related) - 5/2 - Business and Industry at Columbus Chamber of Commerce

School Updates - Students in the Spotlight - May Students of the Month - Gunner Fink (8th) and Hannah Yrkoski (7th) - TR will be represented by six student athletes in 8 events at State Track in Omaha this weekend - Breanna Schroder, Blake Booth, Jack Reeg, Curtis Miller, Mason Prososki and Chris Sempek.

Teacher in the Spotlight - Mr. Gabe Stalder has been named the 2018 Nebraska American Legion High School Teacher of the Year. Mr. Metzger gave a special Thank you to Mr. John Buhl and our local American Legion Post#144 for his nomination and a congratulations to Mr. Stalder.

General Business - This month, End of Year procedures, Course scheduling with Mr. Koziol, Title III program review, NSCAS testing, NWEA MAPS testing, Graduation, Final grades, Classroom Budgets.

8.3. Activities Report

Activities Report:

Recent events: Athletic Honors Night- May 8th, District golf- May 15 at Oakland, and State track- May 18-19 in Omaha.

Upcoming events: Youth basketball camps- May 22-24, Genoa Alumni Banquet- May 26th- Genoa, High school basketball camps- May 29- June 1, Volleyball camps- June 11-13 Meetings, professional development, Conference AD meeting- May 8th, NCA Summer Multi-Sport Clinic- July 24-26- Lincoln, Administrator Days- July 25-27- Kearney General information, Hosted JH Conference Track meet on May 4th, Mr. Zysset was very appreciative to everyone who helped put this event on. Getting ready for next year- Budget requests from coaches, coach/sponsor assignments, schedules. For text messages about activity updates, you can sign up for one or both of the following- this is in addition to the School Messenger calls that go out.

High School: text the message @trsportshs to the number 81010. Junior High: text the message @trsportsjh to the number 81010.

8.4. Superintendent Report

Superintendent's Report:

Columbus Chamber of Commerce Meeting - Dr. Weidner and Mr. Metzger met with the Columbus Chamber in early May. Many businesses were in attendance as was the Commissioner of Education, Matt Blomstedt. This meeting was more about introductions and thoughts about creating 21st century learners. Dr. Weidner talked about the importance of our students developing the 4 C skills and the need for creating internships or apprenticeship for our students. They encouraged business owners to provide them with some issues they may be facing with the explanation that they would like to develop in our PBL's around real world problems.

Summer Food Program - Information about the Summer Food Program is appearing on the doors of our school building and local newspaper. Flyers went home before school let out for the summer. Updates will be provided via our social media outlets, our website and through our phone message system. Resource Officer - Nance County Sheriff - Ben Blakewell and Dr.

Weidner have had conversations about implementing a Resource Officer program here at Twin River. The officer would not just be for the school but would be available to answer local calls when needed. Details are still being worked out, but planning to have one in place to begin the new school year. Chromebooks - Repair possibilities for the ASUS brand - Dr. Weidner received word and verification that Connecting Point in Columbus is now a Certified ASUS repair shop.

He would like to resend a request for bids on the Chromebooks so they can get them in and ready for the new school year. Dr. Weidner attended the NETA Conference. Baseball Possibilities - The co-op proposal with some area schools did not work out. Dr. Weidner has contacted the Central City school district to see if their invitation was still in force. They are checking with NSAA to see if we are able to join a co-op that is in the middle of a two-year cycle. Softball Co- op - Dr. Weidner was informed by the Fullerton Superintendent they opted not to enter into a co- op agreement with us for softball due to the very low interest by the girls and the negative impact the co-op may have on other fall sports. He visited with Coach Van Driel. She did not show much interest in asking another school to join us. She expects to have 18 girls out for softball

next year and does not see the need for a co-op at this time. With the recent legislative session coming to a close, we may or may not be impacted with more unfunded mandates. A mandatory reading program was attached to NDE's technical bill. This basically forces school districts to provide summer reading programs for students who are not at reading level. This program focuses on grades K - 3. There was no money attached to this bill to help schools with the fiscal implications. Another bill, LB 42, brings changes to child safety seats. We are awaiting word from NDE as to how we will need to address the stipulations of this bill. Again, there was no money made available to school districts to help address the new requirements.

8.5. Board of Education Report

9. Old Business

10. New Business

Building Grounds Committee had a meeting in regards to future plans of the 501 building. They have decided to collect more information before any decisions are made.

10.1. Consider and Take Possible Action to Approve New Hire(s)

Motion to approve New Hire Robert Frederickson Passed with a motion by Jason Urkoski and a second by Mrs. Jennifer Swantek.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

10.2. Consider and Take Possible Action to Approve Inter-Local Agreement with Fullerton Public Schools for Psych-Sociology Class

Motion to Approve Inter-Local Agreement with Fullerton Public Schools for Psych-Sociology Class Passed with a motion by Mrs. Jennifer Swantek and a second by Joe Beck.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

10.3. Baseball Program

Board Member Jason Urkoski requested a parent meeting to discuss the options available before any decisions are made.

10.4. Consider and Take Possible Action to Approve Principal Salary Increases

Motion to Approve Principal Salary Increase of 3 percent Passed with a motion by Jason Urkoski and a second by Mrs. Jennifer Swantek.

Joe Beck: Nay, Dave Baxa: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

10.5. Consider and Take Possible Action to Approve Contract for Asst. Principal/A.D.

Motion to Table Contract for Asst. Principal/A.D. until next month's meeting Passed with a motion by Dave Baxa and a second by John Nelson.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

10.6. Consider and Take Possible Action to Eliminate Half-Time High School Math Position

Motion to Eliminate Half-Time High School Math Position Passed with a motion by Dave Baxa and a second by Joe Beck.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

10.7. Consider and Take Possible Action to Approve Inter-local Agreement with Central NE Youth Services and Nance County Attorney

Motion to Approve Inter-local Agreement with Central NE Youth Services and Nance County Attorney Passed with a motion by Joe Beck and a second by Dave Baxa.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

10.8. Consider and Take Possible Action to Approve Expenditure Request from World Strides Organization

Motion to Approve Expenditure Request of \$2500.00 for World Strides Organization Passed with a motion by Joe Beck and a second by Dave Baxa.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

10.9. Consider and Take Possible Action To Add a Fourth Week of Vacation for Classified Employees Who Have Been With The District For 15 or More Years

Motion to Add a Fourth Week of Vacation for 12 month, Full-Time Employees Who Have Been With The District For 15 or More Years Passed with a motion by Mrs. Jennifer Swantek and a second by Jason Urkoski.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

10.10. Consider and Take Possible Action to Approve Service Agreement for HVAC System
Motion to Approve Service Agreement for HVAC System Passed with a motion by John Nelson and a second by Dave Baxa.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

10.11. Consider and Take Possible Action to Accept Resignation(s)

Motion to accept the resignation from Sam Robb as Assistant Track Coach Passed with a motion by Jason Urkoski and a second by Mrs. Jennifer Swantek.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

11. Date, Time, and Location of Next Meeting

Motion to Approve Next Board Meeting on: Date: June 14, 2018 Time: 7:30 P.M. Location: Room 503, West Building, Genoa Site Passed with a motion by Dave Baxa and a second by Joe Beck.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

12. Executive Session

13. Adjournment

Motion to Adjourn at 8:39 p.m. Passed with a motion by Dave Baxa and a second by Joe Beck.

Dave Baxa: Yea, Joe Beck: Yea, John Nelson: Yea, John Reeg: Yea, Mrs. Jennifer Swantek: Yea, Jason Urkoski: Yea

Jamie Held, Board Secretary

John Reeg, Board President

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name	PO Date	Description	Payable	Direct Deposit
Invoice	Invoice Date	PO Number	Ereq Num				Accrued
Account Number			Account Description				Payment
Journal Number: 645 Check Journal				Posted: 06/05/2018			
Computer Checks							
1 - GENERAL FUND							
Bank Account :A - Genoa Natl Bank Gen							
00026417	06/05/2018	AIMEADAM	Aimee Adams				
June 2018	06/05/2018			06/05/2018	Mileage		
1-1221-670-1-01			Travel Expense & Mileage			-113.91	113.91
					Invoice Total:	-113.91	113.91
					Check Total:	-113.91	113.91
00026418	06/05/2018	AJGENOA	John Sellhorst				
June 2018	06/05/2018			06/05/2018	fuel		
1-2750-336-0-00			Gas And Oil			-829.65	829.65
					Invoice Total:	-829.65	829.65
					Check Total:	-829.65	829.65
00026419	06/05/2018	APPLCONN	APPLIED CONNECTIVE				
104051	06/05/2018			06/05/2018	service call		
1-1199-382-0-00			Distance Learning & Technology			-345.00	345.00
					Invoice Total:	-345.00	345.00
104067	06/05/2018			06/05/2018	service call		
1-1199-382-0-00			Distance Learning & Technology			-195.00	195.00
					Invoice Total:	-195.00	195.00
					Check Total:	-540.00	540.00
00026420	06/05/2018	BANKOFAMER	Bank of America				
0554 jun 2018	06/05/2018			06/05/2018	PBL Workshop/supplies		
1-2320-410-0-00			Supplies			-257.43	257.43
1-2320-670-0-00			Travel Expense & Mileage			-2,793.58	2,793.58
					Invoice Total:	-3,051.01	3,051.01
2810 jun 2018	06/05/2018			06/05/2018	misc.		
1-2410-690-2-02			Other/miscellaneous			-54.35	54.35
					Invoice Total:	-54.35	54.35
4955 june 2018	06/05/2018			06/05/2018	supplies		
1-1199-410-2-02			Supplies			-364.77	364.77
					Invoice Total:	-364.77	364.77
8570 jun 2018	06/05/2018			06/05/2018	misc		
1-2190-690-2-02			Other/miscellaneous			-10.67	10.67
					Invoice Total:	-10.67	10.67
					Check Total:	-3,480.80	3,480.80
00026421	06/05/2018	BLACHILL	Black Hills Energy				
June 2018	06/05/2018			06/05/2018	budget billing		
1-2610-321-0-00			Heat/Fuel			-1,000.00	1,000.00
					Invoice Total:	-1,000.00	1,000.00
					Check Total:	-1,000.00	1,000.00
00026422	06/05/2018	BRENBUHL	Brenda Buhl				
June 2018	06/05/2018			06/05/2018	reimburse supplies		
1-1199-410-1-01			Supplies			-83.55	83.55

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name	Description	Payable	Direct Deposit Accrued Payment
Invoice Account Number	Invoice Date	PO Number	Ereq Num	PO Date		
				Invoice Total:	-83.55	83.55
				Check Total:	-83.55	83.55
00026423	06/05/2018	CENTLINK	Century Link			
june 2018	06/05/2018			06/05/2018	phone SC	
1-2510-342-0-00			Telephone		-238.83	238.83
				Invoice Total:	-238.83	238.83
				Check Total:	-238.83	238.83
00026424	06/05/2018	CENTNEBRA	Central Nebraska Rehab Services			
June 2018	06/05/2018			06/05/2018	SPED services	
1-1221-318-1-01			Contracted Services/maintenan		-384.00	384.00
1-1221-318-1-01			Contracted Services/maintenan		-130.05	130.05
1-1221-318-1-01			Contracted Services/maintenan		-33.75	33.75
1-1221-318-1-01			Contracted Services/maintenan		-370.50	370.50
1-1221-318-1-01			Contracted Services/maintenan		-384.00	384.00
1-1221-318-1-01			Contracted Services/maintenan		-108.00	108.00
1-1221-318-1-01			Contracted Services/maintenan		-840.00	840.00
1-1290-300-2-02			Early Education SPED		-96.00	96.00
1-1290-300-2-02			Early Education SPED		-0.45	0.45
1-1290-300-2-02			Early Education SPED		-560.00	560.00
1-1290-300-2-02			Early Education SPED		-128.70	128.70
				Invoice Total:	-3,035.45	3,035.45
				Check Total:	-3,035.45	3,035.45
00026425	06/05/2018	CITYGENO	City Of Genoa			
June 2018	06/05/2018			06/05/2018	water sewer garbage	
1-2610-323-0-00			Water-sewer-garbage		-2,679.62	2,679.62
				Invoice Total:	-2,679.62	2,679.62
				Check Total:	-2,679.62	2,679.62
00026426	06/05/2018	COLUTELE	Columbus Telegram			
June 2018	06/05/2018			06/05/2018	proceedings/notices	
1-2310-350-0-00			Advertising And Printing		-269.16	269.16
				Invoice Total:	-269.16	269.16
				Check Total:	-269.16	269.16
00026427	06/05/2018	DAKTECH	DakTech			
0334504	06/05/2018			06/05/2018	computer supplies	
1-1199-382-0-00			Distance Learning & Technology		-1,109.00	1,109.00
				Invoice Total:	-1,109.00	1,109.00
0334531	06/05/2018			06/05/2018	computer supplies	
1-1199-382-0-00			Distance Learning & Technology		-3,327.00	3,327.00
				Invoice Total:	-3,327.00	3,327.00
				Check Total:	-4,436.00	4,436.00
00026428	06/05/2018	DELTEduc	Delta Education			
202501549520	06/05/2018			06/05/2018	Elem. Science	
1-1199-420-1-01			Textbooks		-23,287.14	23,287.14
				Invoice Total:	-23,287.14	23,287.14
				Check Total:	-23,287.14	23,287.14

Check Journal

Fiscal Year: 2018

Check Number Invoice Account Number	Date Invoice Date	Vendor ID PO Number	Vendor Name Ereq Num Account Description	PO Date	Description	Payable	Direct Deposit Accrued Payment
00026429	06/05/2018	DOHMEN	Dohmen Garage Door Inc.				
3367	06/05/2018			06/05/2018	Bus barn		
1-2620-318-0-00			Contracted Services/maintenan			-860.00	860.00
					Invoice Total:	-860.00	860.00
					Check Total:	-860.00	860.00
00026430	06/05/2018	EAGLCOMM	Eagle Communications, INC.				
423-011644	06/05/2018			06/05/2018	internet		
1-1199-382-0-00			Distance Learning & Technology			-301.60	301.60
					Invoice Total:	-301.60	301.60
423-558950	06/05/2018			06/05/2018	internet		
1-1199-382-0-00			Distance Learning & Technology			-264.00	264.00
					Invoice Total:	-264.00	264.00
					Check Total:	-565.60	565.60
00026431	06/05/2018	EAKEOFF2	Eakes Office Solutions				
June 2018	06/05/2018			06/05/2018	copies/supplies		
1-2320-410-0-00			Supplies			-1,621.25	1,621.25
1-2510-327-0-00			Rentals And Leases			-5,904.04	5,904.04
					Invoice Total:	-7,525.29	7,525.29
					Check Total:	-7,525.29	7,525.29
00026432	06/05/2018	ENTEELEC	Enterprise Electric				
1145-510574	06/05/2018			06/05/2018	supplies		
1-2610-410-0-00			Supplies			-800.00	800.00
					Invoice Total:	-800.00	800.00
					Check Total:	-800.00	800.00
00026433	06/05/2018	ESU #7	Esu #7 Sped Dept.				
June 2018	06/05/2018			06/05/2018	Sped Services		
1-1221-318-1-01			Contracted Services/maintenan			-344.61	344.61
1-1221-318-1-01			Contracted Services/maintenan			-4,307.59	4,307.59
1-1221-318-2-02			Contracted Services/maintenan			-803.75	803.75
1-1221-318-2-02			Contracted Services/maintenan			-10,046.88	10,046.88
1-1290-300-2-02			Early Education SPED			-80.28	80.28
1-1290-300-2-02			Early Education SPED			-1,003.53	1,003.53
1-1290-300-2-02			Early Education SPED			-292.94	292.94
1-1290-300-2-02			Early Education SPED			-3,661.75	3,661.75
					Invoice Total:	-20,541.33	20,541.33
June 2018 AA	06/05/2018			06/05/2018	Aimee Adams		
1-1221-670-1-01			Travel Expense & Mileage			-25.00	25.00
					Invoice Total:	-25.00	25.00
					Check Total:	-20,566.33	20,566.33
00026434	06/05/2018	ESU#7	Esu #7				
June 2018 NW	06/05/2018			06/05/2018	operations support		
1-1199-382-0-00			Distance Learning & Technology			-62.50	62.50
					Invoice Total:	-62.50	62.50
					Check Total:	-62.50	62.50
00026435	06/05/2018	ESU2	ESU #2				
1718-0127	06/05/2018			06/05/2018	SPED Services		

Check Journal

Fiscal Year: 2018

Check Number Invoice Account Number	Date Invoice Date	Vendor ID Invoice Date	Vendor Name PO Number	Vendor Name Ereq Num	PO Date	Description	Payable	Direct Deposit Accrued Payment
1-1221-318-2-02				Contracted Services/maintenan			-2,372.10	2,372.10
						Invoice Total:	-2,372.10	2,372.10
						Check Total:	-2,372.10	2,372.10
00026436	06/05/2018	ESU7ADMI		Esu #7				
June 18	06/05/2018				06/05/2018	SSL renewal 2 years		
1-1199-382-0-00				Distance Learning & Technology			-699.98	699.98
						Invoice Total:	-699.98	699.98
						Check Total:	-699.98	699.98
00026437	06/05/2018	FRONTIER		Frontier				
June 2018	06/05/2018				06/05/2018	phone/fax		
1-2510-342-0-00				Telephone			-595.67	595.67
						Invoice Total:	-595.67	595.67
						Check Total:	-595.67	595.67
00026438	06/05/2018	HARRSCHOO		Harris School Solutions				
XT00140440	06/05/2018				06/05/2018	supplies		
1-2510-410-0-00				Supplies			-185.49	185.49
						Invoice Total:	-185.49	185.49
						Check Total:	-185.49	185.49
00026439	06/05/2018	ISLASUPP		Island Supply Welding Company				
186631	06/05/2018				06/05/2018	supplies		
1-1450-410-2-02				Supplies			-9.30	9.30
						Invoice Total:	-9.30	9.30
						Check Total:	-9.30	9.30
00026440	06/05/2018	JAMIHELD		Jamie Held				
June 2018	06/05/2018				06/05/2018	mileage reimbursement		
1-2320-670-0-00				Travel Expense & Mileage			-10.90	10.90
						Invoice Total:	-10.90	10.90
						Check Total:	-10.90	10.90
00026441	06/05/2018	LORICAVE		Lori Cave				
June 2018	06/05/2018				06/05/2018	reimburse supplies		
1-1199-410-1-01				Supplies			-27.96	27.96
						Invoice Total:	-27.96	27.96
						Check Total:	-27.96	27.96
00026442	06/05/2018	LOUPPOWE		Loup Power District				
June 2018	06/05/2018				06/05/2018	Electrical bill		
1-2610-322-0-00				Electricity			-5,459.62	5,459.62
						Invoice Total:	-5,459.62	5,459.62
						Check Total:	-5,459.62	5,459.62
00026443	06/05/2018	MARC		MidAmerican Research Chemical				
0636924	06/05/2018				06/05/2018	custodial supplies		
1-2610-410-0-00				Supplies			-2,709.78	2,709.78
						Invoice Total:	-2,709.78	2,709.78
						Check Total:	-2,709.78	2,709.78
00026444	06/05/2018	MARYLOCK		Mary Lockner				
June 2018	06/05/2018				06/05/2018	Mileage reimbursement		

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name	Description	Payable	Direct Deposit Accrued Payment
Invoice Account Number	Invoice Date	PO Number	Ereq Num	PO Date	Description	Payable
1-1221-670-2-02			Travel Expense & Mileage		-235.44	235.44
					Invoice Total:	-235.44
					Check Total:	-235.44
00026445	06/05/2018	MENARDS	Menards			
55946	06/05/2018			06/05/2018	supplies	
1-2610-410-0-00			Supplies		-111.86	111.86
					Invoice Total:	-111.86
					Check Total:	-111.86
00026446	06/05/2018	MODOOR	M & O Door Products			
0089683	06/05/2018			06/05/2018	supplies	
1-2620-410-0-00			Supplies		-294.11	294.11
					Invoice Total:	-294.11
					Check Total:	-294.11
00026447	06/05/2018	NANCOUCL	Nance County Clerk			
June 2018	06/05/2018			06/05/2018	bus barn insurance	
1-2310-641-0-00			Liability Insurance		-140.12	140.12
					Invoice Total:	-140.12
					Check Total:	-140.12
00026448	06/05/2018	NAPAAUTO	Napa Auto Parts			
June 2018	06/05/2018			06/05/2018	supplies	
1-2610-410-0-00			Supplies		-51.53	51.53
					Invoice Total:	-51.53
					Check Total:	-51.53
00026449	06/05/2018	NATIFFA	National FFA Organization			
MDS-135412	06/05/2018			06/05/2018	Ag Classroom supplies	
1-1450-410-2-02			Supplies		-1,136.80	1,136.80
					Invoice Total:	-1,136.80
					Check Total:	-1,136.80
MDS-138486	06/05/2018			06/05/2018	classroom supplies	
1-1450-410-2-02			Supplies		-345.00	345.00
					Invoice Total:	-345.00
					Check Total:	-1,481.80
00026450	06/05/2018	NEOPOST	NEOPOST			
June 2018	06/05/2018			06/05/2018	postage	
1-2510-341-0-00			Postage		-800.00	800.00
					Invoice Total:	-800.00
					Check Total:	-800.00
00026451	06/05/2018	OLSOPEST	Olson's Pest Technicians			
107726	06/05/2018			06/05/2018	pest control	
1-2620-318-0-00			Contracted Services/maintenan		-75.00	75.00
					Invoice Total:	-75.00
					Check Total:	-75.00
00026452	06/05/2018	PEARED	Pearson Education			
11587802	06/05/2018			06/05/2018	textbooks	
1-1221-420-2-02			Textbooks		-93.00	93.00
					Invoice Total:	-93.00

Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name	Description	Payable	Direct Deposit Accrued Payment
Invoice Account Number	Invoice Date	PO Number	Ereq Num	PO Date		
				Check Total:	-93.00	93.00
00026453	06/05/2018	PLATVALL	Platte Valley Pest Control			
10115	06/05/2018			06/05/2018	pest contro	
1-2620-318-0-00			Contracted Services/maintenan		-75.00	75.00
				Invoice Total:	-75.00	75.00
				Check Total:	-75.00	75.00
00026454	06/05/2018	POLKCOUN	Polk County Rppd			
June 2018	06/05/2018			06/05/2018	electrical bill	
1-2610-322-0-00			Electricity		-2,054.36	2,054.36
				Invoice Total:	-2,054.36	2,054.36
				Check Total:	-2,054.36	2,054.36
00026455	06/05/2018	PRESDRY	Prestige Dry Cleaners			
131273	06/05/2018			06/05/2018	Choir Robes	
1-1199-690-2-02			Other/miscellaneous		-806.20	806.20
				Invoice Total:	-806.20	806.20
				Check Total:	-806.20	806.20
00026456	06/05/2018	SACKLUMB	Sack Lumber Company			
June 2018	06/05/2018			06/05/2018	supplies	
1-2620-410-0-00			Supplies		-1,235.66	1,235.66
				Invoice Total:	-1,235.66	1,235.66
				Check Total:	-1,235.66	1,235.66
00026457	06/05/2018	SCHOOBOOK	Scholastic Book Fairs			
GI9001	06/05/2018			06/05/2018	library books	
1-2222-430-1-01			Library Books		-485.10	485.10
1-2222-430-2-02			Library Books		-323.44	323.44
				Invoice Total:	-808.54	808.54
				Check Total:	-808.54	808.54
00026458	06/05/2018	SPENZYSS	Spencer Zysset			
June 2018	06/05/2018			06/05/2018	mileage	
1-2190-670-2-02			Travel Expense & Mileage		-148.24	148.24
				Invoice Total:	-148.24	148.24
				Check Total:	-148.24	148.24
00026459	06/05/2018	SUCCBYDE	Success by Design, Inc.			
163925	06/05/2018			06/05/2018	Planners	
1-1199-410-1-01			Supplies		-515.20	515.20
1-1199-410-2-02			Supplies		-788.26	788.26
				Invoice Total:	-1,303.46	1,303.46
				Check Total:	-1,303.46	1,303.46
00026460	06/05/2018	SUPERSAVE	SUPERSAVER			
June 2018	06/05/2018			06/05/2018	supplies	
1-1199-410-1-01			Supplies		-150.00	150.00
1-1199-410-2-02			Supplies		-151.04	151.04
				Invoice Total:	-301.04	301.04
				Check Total:	-301.04	301.04
00026461	06/05/2018	TIGEDIRE	Tiger Direct			

Check Journal

Fiscal Year: 2018

Check Number Invoice Account Number	Date Invoice Date	Vendor ID PO Number	Vendor Name Ereq Num Account Description	PO Date	Description	Payable	Direct Deposit Accrued Payment
B07776400101 1-1199-382-0-00	06/05/2018		Distance Learning & Technology	06/05/2018	computer supplies	-674.50	674.50
					Invoice Total:	-674.50	674.50
B08004230101 1-1199-382-0-00	06/05/2018		Distance Learning & Technology	06/05/2018	computer supplies	-417.94	417.94
					Invoice Total:	-417.94	417.94
					Check Total:	-1,092.44	1,092.44
00026462 June 2018 1-2750-338-0-00	06/05/2018 06/05/2018	TRAUTO	T & R Auto Repair Transportation Repairs	06/05/2018	Transp. repairs	-3,153.72	3,153.72
					Invoice Total:	-3,153.72	3,153.72
					Check Total:	-3,153.72	3,153.72
00026463 0248913672 1-2510-342-0-00	06/05/2018 06/05/2018	USCELL	U.S. Cellular Telephone	06/05/2018	cell phones	-189.79	189.79
					Invoice Total:	-189.79	189.79
					Check Total:	-189.79	189.79
00026464 9807050844 1-1199-382-0-00	06/05/2018 06/05/2018	VERIZON	Verizon Distance Learning & Technology	06/05/2018	technology	-80.06	80.06
					Invoice Total:	-80.06	80.06
					Check Total:	-80.06	80.06
00026465 June 2018 1-2610-323-0-00	06/05/2018 06/05/2018	VILLSILV	Village of Silver Creek Water-sewer-garbage	06/05/2018	water sewer	-169.00	169.00
					Invoice Total:	-169.00	169.00
					Check Total:	-169.00	169.00
00026466 706492 1-1199-630-1-01 1-1199-630-2-02	06/05/2018 06/05/2018	WAGEWORKS	Wage Works Dues And Fees Dues And Fees	06/05/2018	dues	-55.00	55.00
					Invoice Total:	-110.00	110.00
					Check Total:	-110.00	110.00
00026467 June 2018 1-2750-336-0-00 1-2760-160-0-00	06/05/2018 06/05/2018	WEXBANK	WEX Bank Gas And Oil Sped Transportation	06/05/2018	fuel	-900.00	900.00
					Invoice Total:	-1,000.00	1,000.00
					Check Total:	-1,000.00	1,000.00
1 - GENERAL FUND						-98,255.00	98,255.00
Total of Computer Checks						-98,255.00	98,255.00

Fund Summary

1 - GENERAL FUND	-98,255.00	98,255.00
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Check Journal

Fiscal Year: 2018

Check Number	Date	Vendor ID	Vendor Name					Direct Deposit
Invoice	Invoice Date	PO Number	Ereq Num	PO Date	Description		Payable	Accrued
Account Number			Account Description					Payment

Payroll Summary

Report Total:	-98,255.00	98,255.00
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**Twin River Board of Education
Monthly Meeting
6-14-18**

Pre K-6 Principal's Report

I. Summer Work

- A. Custodians and summer help continue to clean and prepare classrooms for next Fall
- B. Administration working on handbooks, reporting to the state, schedules, in-service planning, etc.

II. MTSS Evaluation Report

- A. Member of Twin River's MTSS Steering Committee met with UNL-NDE MTSS staff to review our year and staff survey
- B. Twin River again received excellent marks and is a leader in the state with our established MTSS process (see attached survey results)

III. Student News

- A. Central Honors Institute (CHI)- one Twin River students accepted for summer program (Alexis Cherry)
- B. UNK—2018 Digital Expressions Media Camp (Ryan Range)

MTSS Staff Survey Results

School District: Twin River Public Schools

	# Agree or Strongly Agree	# of respondents	% Agree or Strongly Agree
1. I have a clear understanding of how my school's MTSS works to meet the academic needs of all students	23	24	96%
2. All students, including students with disabilities (e.g. specific learning disabilities, emotional and behavioral disorders), are capable of achieving grade-level benchmarks (i.e., general education standards)	21	24	88%
3. There is strong leadership guiding development and implementation of our MTSS	23	24	96%
4. The MTSS team at my school effectively communicates about our MTSS implementation process and provides opportunity for feedback or input	23	24	96%
5. I have a clear understanding of the expectations for core instruction at my school (e.g., instructional strategies, materials, pacing guidelines, etc.)	24	24	100%
6. At my school, team(s) use data (e.g., universal screening data) to evaluate the effectiveness of core instruction for all students	23	24	96%
7. Core instruction at my school results in at least 80% of students meeting grade level benchmarks/expectations	23	24	96%
8. I have a clear understanding of the interventions used at my school	23	24	96%
9. My school collects progress monitoring data for students receiving interventions	23	24	96%
10. I have a clear understanding of how data is used for decision making at the student level regarding interventions (i.e. identifying who needs intervention support, examining progress to determine if intervention support is adequate, need to intensify interventions)	22	24	92%
11. Interventions at my school are effective to address student needs (e.g., at least 90% of students receiving intervention are making expected progress)	23	24	96%
12. My school/district provides high quality professional learning focused on implementing effective instructional practices with fidelity and using data to guide decision making	22	24	92%
13. My school/district provides coaching support focused on implementing effective instructional practices with fidelity and using data to guide decision making	22	24	92%
14. My district/school has a system for examining fidelity of instruction and interventions	22	24	92%
15. Allocation of resources (staff, time, instructional materials, etc.) and professional learning decisions are made based on school/district data and need	23	24	96%
16. My school/district's MTSS is improving educational outcomes for students in my school	22	24	92%

High School Principal's Report

6-14-2018

I. Meetings and Workshops

- 5/23 - School Improvement meeting with Otis Pierce @ ESU7 (10:00)
- 6/4-7 - PBL 101 and PBL follow up workshop @ Twin River (8:00-3:00)

II. General Business

- End of year State reporting, working with school improvement in preparation for external visit next spring, summer cleaning and preparing for students next fall.

Activities Report: 6-14-2018

Recent events

-

Upcoming events

-

Meetings, professional development

-

General information

- Applied to host district softball again- will find out in August
- Worked with Mr. Metzger and Mr. Heier to update handbooks and make sure they align with updated board policy
- Finalizing schedules for 2018-2019, preparing for start of next school year

Superintendent's Report – June 2018

1. Food Program – This program is going along nicely. Attendance has been up and down, but still decent. We are watching the bottom line. If we start losing money, we can shut down a site.
2. PBL Training – Last week, we had our PBL training for the staff who could not attend last year. I was very pleased with the efforts of our staff in developing a PBL lesson for this coming year. 17 staff members were in attendance.

The PBL 201 level training had 13 staff member attend. Great conversation about education. Again, I am very proud of the entire staff for taking on this new strategy.

3. Baseball – Last Wednesday, I held a community input meeting about the possibility of baseball. We would like to try our own program. We figure we have enough boys interested. The feeling is if we get an established program, maybe the neighboring district will join us.

We do have to pay attention to Title IX stipulations. As it now stands, we offer one more boys' program than girls'. Not too sure if we are two up for the boys, we would draw some unwanted attention from Civil Rights.

4. Next month's agenda will include the adoption of changes to policies as a result of recent legislation. We also have to hold some hearings for student fees, etc.
5. Other

TWIN RIVER PUBLIC SCHOOLS

Asst. Principal/A.D.'s Contract

It is hereby agreed by and between the Board of Education of the Twin River Public Schools, District No. 30 located in Nance-Polk-Platte-Merrick counties in the State of Nebraska, hereinafter called the Board and Spencer Zysset, hereinafter called the Asst. Principal/A.D., that the Board in accordance with its action as found in the minutes of the meeting held on the fourteenth day of June, 2018, has and does hereby employ Spencer Zysset as the Asst. Principal/A.D. for a period of 220 days commencing on or about August 1, 2018 and ending on or about June 30, 2019.

1. The Asst. Principal/A.D. hereby affirms that he/she is not under a contract with another Board of Education within this State covering all or part of the same time of performance as is contemplated by this contract. The Asst. Principal/A.D. further affirms that at the beginning of the term of this contract he/she holds or will hold a valid Nebraska Administrative Certificate, which is or will be in force and effect for the period covered by this contract. It is understood and agreed that this contract is not valid and no salary compensation will be paid to the Asst. Principal/A.D. until the Administrative Certificate, as herein indicated, is registered in the office of the Superintendent of Schools.
2. In consideration of annual salary of \$57,000.00 and or further agreements and consideration hereinafter stated, of the parties agree that the said Asst. Principal/A.D. shall faithfully perform the duties in and for the public schools in the District as prescribed by the laws of the State of Nebraska and by the policies, rules, and regulations currently in force, and made hereunder by the Board of the District, and shall be considered a part of this contract.
3. The salary of the said Asst. Principal/A.D. shall be paid in twelve (12) equal installments of \$4,750.00. The first installment shall be paid on or before the 20th day of August 2018, and the succeeding eleven (11) installments shall be paid on or before the 20th of each succeeding calendar month.
4. This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security, and Nebraska Retirement. Other deductions may be withheld as agreed to by the parties of this contract. This contract shall be deemed to have been entered into subject to all provisions of the laws of the State of Nebraska.
5. During the term of this contract, in the event the Asst. Principal/A.D. violates any provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which substantially inhibits the Asst. Principal/A.D.'s ability to discharge the duties as set forth herein, including, but not limited to, a) becoming legally disqualified to administer in the State of Nebraska, b) becoming physically or mentally disabled, c) insubordination, d) neglect of duty, or e) immorality, then the Asst. Principal/A.D. may be discharged, provided the Asst. Principal/A.D. has been given the cause or causes for discharge in writing and has been given an opportunity for due process and notice of a hearing before the Board prior to official action taken. Nothing contained herein shall prevent the suspension of the Asst. Principal/A.D., with pay, for his/her duties during the pendency of such proceedings.
6. Should the Asst. Principal/A.D. be unable to perform any or all of his/her duties by reason of illness, accident, or other disability beyond his/her control, and such disability exists for a period of more than his/her accumulated sick leave during any school year, the Board, in its discretion, may make proportionate deductions from salary stipulated herein.
7. The Board shall provide the Asst. Principal/A.D. with transportation required in the performance of his/her official duties during the term of his/her employment or shall reimburse him/her for such mileage at a rate of the current IRS allowance.

8. **The Asst. Principal/A.D. shall be entitled to five (5) personal leave days. The Board may, in its discretion, deduct an amount from the monthly salary equal to pay for one working day of service for each day of service not performed by the Asst. Principal/A.D. if absence from duty is not authorized by the Board (or its representative).**
9. **At the beginning of each school year, the Asst. Principal/A.D. shall be credited with ten (10) days paid sick leave allowance. The unused portion of such allowance shall be accumulated year to year to a total of forty-five (45) days. The Asst. Principal/A.D. shall be given two (2) days of Professional leave and three (3) days of Bereavement. The Asst. Principal/A.D. will be entitled on or before June 15th immediately following the end of the school year to turn back to the School District a maximum of ten (10) sick days. The School District shall then pay twenty-five dollars (\$25) for each day the Asst. Principal/A.D. is entitled, such payment to be made in the July paycheck. The School District shall inform the Asst. Principal/A.D. of all unused sick leave days no later than June 1st of each year. The Asst. Principal/A.D. leaving the school system will receive twenty-five dollars (\$25) per day to a maximum of thirty (30) sick leave days for each day of unused accumulated sick leave.**
10. **The Board (or its representatives) may require the Asst. Principal/A.D. to continue his/her professional development and to participate in relevant learning experiences. The Asst. Principal/A.D. may, therefore, attend appropriate professional meetings at local, state, and regional meetings. The Asst. Principal/A.D. may attend a national convention as approved by the Superintendent and/or Board. Valid expenses of such required attendance shall be borne by the District.**
11. **The Asst. Principal/A.D. shall receive personal benefits as follows:**
 - a. **Family Health /Dental and Accident-Life Insurance**
 - b. **Disability Income**
 - c. **Professional Fees and Dues**
 - d. **Other benefits that may be determined by the Board**
12. **The evaluation of said Asst. Principal/A.D. shall be made by the Superintendent of Schools.**
13. **Failure to notify the Asst. Principal/A.D. in writing, not later than three months prior to the expiration of this contract or the Board's intention not to renew this contract, shall result in the automatic extension of this contract for a period no to exceed one year. This contract must be signed and returned to the President of the Board of Education (or its representative) within ten (10) days after receiving it. If the contract is not signed and returned to the President (or its representatives) within ten (10) days, the Board of Education will consider the position open and start the appropriate procedure to fill the position.**
15. **Prior to March 15th, a Asst. Principal/A.D. that wishes to be released from their contract shall be released there from upon written request filed with the Board of Education. Both parties shall mutually agree to release from the contract after March 15th. There shall be no penalty for release from a contract.**

EXECUTED this 12th day of June, 2018.

John Reeg, President, Twin River Board of Education

Date

Spencer Zysset

Spencer Zysset, Asst. Principal/A.D.

6-12-18

Date



Global Teletherapy Consulting Services Agreement

This Consulting Services Agreement ("Agreement") is entered into as of June 13, 2018 (the "Effective Date") by and between **Global Teletherapy LLC**, a Maryland limited liability company ("Global Teletherapy") and **Twin Rivers School District**, with its principal place of operation in Nebraska (together with its agents, employees, and affiliates, "Client"). Global Teletherapy and Client are referred to herein individually as a "Party" or collectively as the "Parties."

- 1. Services.** Global Teletherapy will provide speech therapy services (the "Services") as provided according to the schedule set forth in Exhibit A hereto; and under such conditions regarding the environment, equipment and supervision necessary for the provision of Services as set forth in Exhibit B hereto.
- 2. Fees and Payment Terms.** In consideration for the Services to be provided, Client agrees to pay Global Teletherapy in accordance with the fee schedule set forth on Exhibit A, and all such fees generated from the Services performed by Global Teletherapy shall be considered earned as the work is performed.
- 3. Term and Termination.** This Agreement shall be in effect as of the Effective Date and shall continue until the end of the 2018-1019 school year for Twin River School District, unless previously terminated in accordance with the terms of this Section 3 (the "Initial Term"). Either Party may terminate the Agreement for any reason upon ninety (90) days prior written notice to the other party, so long as at least 90 days of Services have occurred upon the delivery date of such notification, and, provided the terminating Party has provided notice of such breach to the other Party and an opportunity to cure such breach during a period of not less than thirty (30) days following such notice. Upon the expiration or termination of this Agreement for any reason, all amounts owed to Global Teletherapy under this Agreement, which accrued before such termination, or expiration will be immediately due and payable. In addition to the post-termination obligations in this Section 3, Sections 5 and Sections 6 through 20 will survive any expiration or termination of this Agreement. Following the expiration of the Initial Term, this Agreement shall automatically renew on an annual basis unless either party gives written notice of its intention not to renew 90 days before expiration of the then-current term.
- 4. THIRD PARTY INFORMATION; HIPAA COMPLIANCE.** Client understands that it may receive confidential and proprietary information relating to Global Teletherapy's business. Client agrees that the Global Teletherapy's proprietary information is confidential and is the sole, exclusive and extremely valuable property of Global Teletherapy. For the purposes of this Agreement,
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“Confidential Information” means all information disclosed by Global Therapy to Client or by Client to Global Therapy, which is in tangible form and labeled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Subject to the express permissions of this Agreement, Global Therapy and Client will protect each other’s Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. The Company understands that the Company may receive from third parties confidential or proprietary information, including, but not limited to, personal, medical, or other information relative to the Company’s Clients and patients (collectively, “Third Party Information”) subject to a duty on Company’s part to maintain the confidentiality of such information and use it only for certain limited purposes. The Company agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or to use, except in connection with the Company’s work for Client, Third Party Information unless expressly authorized in writing by an officer of the Client or required by law. The Company agrees to comply with all requirements under The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Privacy Rule regarding the use and disclosure of Third Party Information. The Company further agrees to keep complete and accurate records of each individual patient’s history with respect to speech therapy services provided including, but not limited to, initial and periodic evaluations, recommended treatment plan, treatment provided, and responsiveness to treatment.

5. RIGHTS TO DELIVERABLES; OWNERSHIP.

5.1. Rights to Deliverables. The Parties hereby agree that the specified Services to be completed pursuant to Exhibit A hereto primarily involve the provision of qualified speech-language pathologists, to provide both direct and indirect supplemental educational services, all of which are to be delivered remotely or via the web, to Client students with identified or suspected special needs as described in Exhibit A.

5.2. Ownership. Without limiting the foregoing, Global Teletherapy and its licensors reserve and retain ownership to all Preexisting Intellectual Property (as defined below), and Global Teletherapy hereby grants to Client a non-exclusive, fully paid, limited license to use Preexisting Intellectual Property solely in connection with Client’s use of the Services. “Preexisting Intellectual Property” means all of Global Teletherapy’s inventions (whether or not patentable), works of authorship, designs, know-how, ideas, concepts, information and tools in existence prior to the commencement of the Services, including, but not limited to, ideas (whether or not patentable) know-how, technical data, techniques,

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concepts, information or tools, and all associated intellectual property rights thereto developed by Global Teletherapy or its personnel in connection with providing Services pursuant to this Agreement that derive from, improve, enhance or modify Global Teletherapy's Preexisting Intellectual Property. Global Teletherapy's Preexisting Intellectual Property also means all inventions (whether or not patentable), works of authorship, designs, know-how, ideas, information and tools, including without limitation software and programming tools developed by Global Teletherapy or its personnel in connection with providing Services generally to support Global Teletherapy's product and/or service offerings (including, without limitation the Services) and which can be so used without use of Client's Confidential Information.

- 5.3. Grant of License.** Client agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on such materials. Provided Client is not in breach of any term of this Agreement, Global Teletherapy grants Client a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the Materials solely to assist in the provision of Services in accordance with the terms herein.
- 6. Disclaimer of Warranties.** The Services are provided "as is" without any warranty and Global Teletherapy expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.
- 7. Limitation of Liability.** In no event will Global Teletherapy be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services, whether in contract or tort or otherwise, even if Global Teletherapy knew or should have known of the possibility of such damages. Global Teletherapy's cumulative liability relating to this Agreement will not exceed the lesser of actual fees paid by Client to Global Teletherapy during the school year immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$1,000. Client acknowledges that the Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Contactor would not enter into the Agreement.
- 8. Non-Solicitation.** Client shall not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any Global Teletherapy employee or contractor without Global Teletherapy's prior written consent.
- 9. Indemnification.** Client agrees to indemnify and hold harmless Global Teletherapy, its officers, agents and employees against any and all losses, consequential damages, incidental damages,



injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the acts or omissions of Client, its officers, agents, or employees in connection with the Services.

Global Teletherapy agrees to defend, indemnify, and save free and harmless Client, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the acts or omissions of Global Teletherapy, its officers, agents, or employees in connection with the Services.

If any party to this Agreement has a claim made against it for which it has the right to indemnification hereunder (such party, the "Claiming Party"), then the Claiming Party shall promptly provide the other party hereto (the "Indemnifying Party") notice of the commencement of any such claim; but the omission so to notify the other party will not relieve it from any liability which it may have to the other party otherwise than under this Agreement. The foregoing indemnification obligations shall include against any and all expenses (including attorneys' fees), witness fees, damages, judgments, fines and amounts paid in settlement and any other amounts that the Claiming Party becomes legally obligated to pay because of any claim or claims made against or by it in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative (including an action by or in the right of the Claiming Party) to which Claiming Party is, was or at any time becomes a party, or is threatened to be made a party, pursuant to the services provided pursuant to this Agreement. The Indemnifying Party shall advance, prior to the final disposition of any proceeding, promptly following request therefor, all expenses incurred by the Claiming Party in connection with such proceeding upon receipt of an undertaking by or on behalf of the Claiming Party to repay said amounts if it shall be determined ultimately that Claiming Party is not entitled to be indemnified under the provisions of this Agreement. Notwithstanding anything in this Agreement to the contrary, no Claiming Party shall be entitled to indemnification by the Indemnifying Party if the Claiming Party's conduct giving rise to the claim for which indemnification is sought constitutes willful misconduct or is a violation of criminal law.

- 10. Designation of Client's Responsible Party.** In order to best facilitate the implementation of this Agreement, Client agrees to designate a contact person responsible for the implementation and facilitation of this agreement, as well as a contact person(s) at each site the Services will be delivered (each such person shall hereinafter be referred to as the "Client Responsible Party").



- 11. Client Representations.** Client hereby represents and warrants to Global Teletherapy as follows: (i) Client has the right, power, and authority to enter into and perform its obligations under this Agreement, (ii) Client has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement, (iii) the undersigned has the right, power and authority to enter into this Agreement on behalf of Client, (iv) this Agreement constitutes the legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies, and (v) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which Client is a party or any terms or provisions thereof.
- 12. Independent Contractor.** The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party is authorized to make any representation, contract, or commitment on behalf of the other Party.
- 13. Assignment.** Global Teletherapy's rights and obligations under this agreement will bind and inure to the benefit of its successors and permitted assigns.
- 14. Headings.** The headings in this Agreement do not affect its interpretation.
- 15. Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement among the Parties with respect to the Services to be provided pursuant to this Agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the Parties concerning its subject matter.
- 16. Severability.** In the event that any provision of this Agreement will, for any reason, be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will be interpreted as closely as possible so as not affect any other provision of this Agreement, and such provision will further be modified by said court to permit its enforcement to the maximum extent permitted by law.
- 17. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Nebraska without regard to the conflicts of law provisions thereof.



Remainder of page left intentionally blank.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the June 13, 2018.

GLOBAL TELETHERAPY, LLC

By: 

Its: CEO, Global Teletherapy

Twin Rivers School District

By: _____

Its: _____



Exhibit A: Services, Schedule, Fees and Support

1. **Services.** Global Teletherapy will make available to Client qualified speech-language pathologists, to provide both direct and indirect supplemental educational services, all of which are to be delivered remotely or via the web, to Client students with identified or suspected special needs, including, but not limited to:

“Direct Services”, such as direct client contact for reevaluations, diagnosis and treatment, report writing and IEP meetings, and “Indirect Services” such as progress documentation, planning, all preparation (including preparation for IEP meetings).

2. **Schedule and Location of Services.** Services will be provided exclusively via computer or telepractice, unless otherwise agreed in writing.
3. **Summary of Scope of Work.** Global Teletherapy understands that the scope of Services to be provided as follows:
 - a. Services for students ("Students") during the term of this Agreement.
 - b. Weekly rate of \$2360 based on 40 hours per week billed at **\$59** per hour
4. **Fees.** In exchange for the Services, Client agrees to pay Global Teletherapy according to the following schedule:
 - a. Cancellation Policy: Client agrees to pay Global Teletherapy for Services that are scheduled with Global Teletherapy, but not cancelled with at least 24 hours advance notice.
 - i. Company has a cancellation policy that requires 24 hours advance notice of cancellation of any therapy session.
 - ii. In the case of a session that is canceled by a patient or Client, if notice of cancellation is communicated to Global Teletherapy at least 24 hours prior to the scheduled session, the session will be considered canceled with advance notice, rescheduled, and Global Teletherapy will be paid for the canceled session only upon completion of the rescheduled session. If notice of cancellation is communicated to Global Teletherapy fewer than 24 hours prior to the scheduled session, Global Teletherapy will be paid for the canceled session. Advance notice must be made by Client via email to Global Teletherapy, with a copy to the scheduled teletherapist.
 - iii. In the case of a session that is canceled by Global Teletherapy or the scheduled teletherapist, notice of cancellation will be communicated by Global Teletherapy or the scheduled teletherapist via email to the Client Responsible Party at least 24 hours prior to the scheduled session. In the unlikely event notice of cancellation is communicated to Client fewer than 24 hours prior to the scheduled session, the session will be considered canceled with advance notice, rescheduled, and Global Teletherapy will be paid for the canceled session only upon completion of the rescheduled session.



- b. Equipment. Client may purchase web cameras and headsets from Global Teletherapy at the rate of \$75 per set. Client will be eligible for 1 complimentary webcam upon execution of this contract
 - c. Invoices. Global Teletherapy shall invoice Client on a monthly basis and Client shall pay all amounts due within thirty (30) days of Global Teletherapy invoice date.
 - d. No Refund. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided.
 - e. Outstanding Balances. Balances outstanding in excess of thirty (30) days shall accrue interest at a rate equal to the Applicable Federal Rate plus one and one half percent (1.5%) per month, from due date until paid, plus Global Teletherapy's reasonable costs of collection.
5. **Standard Maintenance & Support Plan**. Client understands that Global Therapy shall provide the Services through a third-party platform created, maintained, updated and provided by Citrix/GoToMeeting (the "Third-party Provider"). The Maintenance & Support services offered by Global Teletherapy are limited to assisting the client in working with the Third Party Provider to trouble-shoot and resolve any issues that affect the provision of the Services.
- a. Global Teletherapy has chosen to use the Third-party Provider platform because of its reliability and the availability of dedicated, professional technical support in the unlikely event a technical problem arises. In addition, since Third-party Provider is currently employed by millions of users, we do not expect, anticipate or foresee any significant technical problems. However, should a problem arise prior to, during, or following a teletherapy session, the following policies have been designed to facilitate the best user experience.
 - b. If during a session, a problem arises, then the therapist will perform initial troubleshooting, using his/her knowledge and experience with the system and/or by calling Third-party Provider support and following their instructions. A Client paraprofessional must be available to follow any instructions or support recommendations of the therapist or Third-party Provider support. Therapist involvement in troubleshooting will not exceed the duration of one session. If the problem is not resolved by the end of the session, therapist will contact Global Teletherapy, and a Global Teletherapy representative will be in touch with the Client Responsible Party and/or Third-party Provider Support to identify the problem. The Client Responsible Party shall work with Global Teletherapy in commercially reasonable manner to resolve this issue.
 - c. If the problem is determined by Global Teletherapy and Citrix to be the result of an internal Citrix, clinician, internet, hardware or other Global Teletherapy-related issue, Global Teletherapy will assume responsibility for resolving the issue, and will work to solve the problem in a commercially reasonable manner.



Client will not be charged for any sessions missed due to this issue. However Client is expected to reschedule sessions if reasonably possible

- d. If the problem is determined by Global Teletherapy and Citrix to be result of a network, internet, hardware, or other Client-related issue, Client will be charged for any sessions missed due to this issue. The Client will be charged for any sessions missed due its system failing to meet the requirements set forth in Exhibit B.
- e. Any necessary repairs to be made by Global Teletherapy or Client are expected to be performed in a commercially reasonable manner and on a reasonable timeline, and the regular cancellation policy, described above at Section 4(d) of this Exhibit A will remain in effect.
- f. Client agrees to cooperate and work closely with Global Teletherapy to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Client's approval on a case-by-case basis, Users may be asked to provide remote access to their workstation for troubleshooting purposes.
- g. Global Teletherapy will work with users to set-up and trouble-shoot new equipment. Additional equipment (beyond what is provided to the user as stated in the Agreement) is the responsibility of the Client. Upon Client's request Global Teletherapy can order necessary equipment but user will be invoiced for such equipment.
- h. Global Teletherapy cannot support the use of hardware, software and operating system configurations that do not meet the specified requirements found within this Agreement.
- i. Global Teletherapy may change its Standard Maintenance & Support Plan from time to time in its sole discretion.



Exhibit B: Environment, Equipment, and Supervision

Client shall provide Global Teletherapy with the below. Global Teletherapy will not begin services until all of the below criteria are met in order to ensure student success:

1. Computer Set-Up.

- Computer with monitor
- Web camera with 15 FPS (frames per second) capture rate
- Headset (or speakers if in an empty room) with attached microphone (provided by GT)
- phone or cell phone with speaker capability in the immediate vicinity of the computer where service is delivered

Operating system	Windows 7 – Windows 10 Mac OS X 10.9 (Mavericks) – 10.13 (Sierra)
Web Browser	Google Chrome v34 or later Mozilla Firefox v34 or later Microsoft Edge v12 or later Apple Safari v6 or later
Internet connection	1 Mbps or better (broadband recommended)
Software	GoToMeeting desktop app JavaScript enabled
Hardware	2GB or more of RAM Microphone and speakers Webcam

Whitelist globalteletherapy.com and Citrix web addresses (provided by Global Teletherapy)

2. Environment.

- A suitable non-noisy controlled space such as a resource room, classroom, computer room, library and/or home setting.**
- Ample lighting that shines either (i) from above the student or (ii) directly on the face of the student but not (iii) from behind the student and directly into the webcam.**

3. Supervision.



a. A paraprofessionals (or parents) to provide the below services. Additional services may or may not be required.

- i. Transporting the student to/from the telepractice session.**
- ii. Assisting the student with technology set-up (e.g., attaching the headset to the computer).**
- iii. Ensuring that the conferencing connection with remote therapist is functioning. Contacting the therapist via phone if necessary.**
- iv. Remaining in the sessions to ensure that any technology glitches are reported and fixed**
- v. Providing cues, prompts, and models for the student upon therapist direction.**
- vi. Helping relay information between the school staff and the therapist related to scheduling, absences, or school functions.**

b. The paraprofessional shall act under the directive of Global Teletherapy's SLP except in the event of emergency.