

**Board of Education Regular Meeting**  
Elementary Media Center, Twin River Public School  
816 Willard Ave  
PO Box 640  
Genoa, NE 68640  
Monday, August 15, 2022 7:30 PM

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 Committee Report(s)
9. Old Business
10. New Business
  - 10.1. Consider and Take Possible Action to Accept Resignation(s)

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

10.2.1. Consider and take possible action to approve Cheryl Percival as a long term substitute teacher.

10.3. First reading of Board Policy 5052, School Wellness. Provide an opportunity for the public to provide input. Consider and take possible action to approve the updated policy.

10.4. First reading of the MOU and Board Policy 3055 regarding the use of a School Resource Officer.

10.5. Review and take possible action to approve the nursing contract with the Genoa Hospital for the 2022-23 school year.

10.6. Review Board Policy 3014 Use of School Property.

10.7. Consider and take possible action to change the milk prices for the 2022-23 school year from \$.35 to \$.45.

10.8. Discuss the agreement and take possible action to approve the agreement to co-op with Osceola Public Schools for baseball for the 2022-23 school year.

10.9. Review and take action to approve the Twin River Illness Plan.

10.10. Consider and take possible action to move \$125,000 from the general fund to the depreciation fund.

10.11. Consider and take possible action to closeout and move the Qualified Capital Purpose Underlying Fund to the general fund in the amount of approximately \$117,403.18.

10.12. Consider and take possible action to close and move the Student Fee Fund to the general fund in the amount of \$1,382.05.

10.13. Review the proposed superintendent evaluation tool from NASB.

10.14. Consider and take possible action to declare obsolete and unusable technology as surplus.

11. Date, Time, and Location of Next Meeting

12. Executive Session

13. Adjournment

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Jennifer Swantek, Board President

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Dan Preister, Board Secretary

**Board of Education Regular Meeting**  
Elementary Media Center, Twin River Public School  
816 Willard Avenue  
Genoa, NE 68640  
Monday, July 18, 2022 7:30 PM

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

All board members present.

3. Approval of Agenda

Motion to approve agenda Passed with a motion by John Reeg and a second by Chelsa Thompson.

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 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

5. Treasurer's Financial Report

Motion to approve treasurer's financial report Passed with a motion by John Reeg and a second by Dan Preister.

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

Mr. Schapmann discussed a larger bill of \$44523.00 that will be paid with ESSRIII funds to Tech Hardware to replace the Business Lab computers in Mrs. Carlson's classroom. Mr. Morris and ESU7 worked together and got them all set up and ready to go for the school year. Activity Fund expenditures were \$6122.63 for miscellaneous supplies/equipment, Girls Basketball /Track

camps, FFA supplies, and FCCLA / FBLA Nationals. Lunch Fund expenditures were \$6443.86. Mr. Schapmann gave appreciation to the staff working the summer foods program. The numbers of meals served for both the Monroe and Silver Creek sites are low this year. The Genoa site numbers of meals served are lower than served in the past years. If numbers continue to stay low the remainder of summer, Mr. Schapmann will look into having summer meals served at the main site next summer.

## 6. Approval of Claims

Motion to approve claims 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

## 7. Old Business

No old business discussion.

## 8. New Business

No new business discussion.

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

#### 8.1.1. Consider and take possible action to accept Annette Swantek's resignation.

Motion to accept Annette Swantek's Resignation. Passed with a motion by David Baxa and a second by John Reeg.

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 New Hire(s)

Motion to approve Kristan Connelly as a long-term sub for the fall semester for the Pre-K position Passed with a motion by John Reeg and a second by David Baxa.

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

### 8.3. Public Hearing on Policies

- 5054, Student Bullying
- 5018, 5057 Parental Involvement
- 5045, Student Fees

Public Hearing on Policies 5054-Student Bullying, 5018, 5057- Parental Involvement, and 5045- Student Fees. No changes have been made. This is a requirement to have an annual review and host a public hearing on these policies.

### 8.4. Review the following policies:

- 5001, Compulsory Attendance and Excessive Absenteeism
- 4030, Teacher Evaluation
- 3040, Safety and Security Committee

The board reviewed the following policies, 5001-Compulsory Attendance and Excessive Absenteeism, 4030-Teacher Evaluation, and 3040-Safety and Security Committee. No changes were made. These policies are required to be reviewed annually.

8.5. Consider and take possible action to approve the changes to the student, staff, and activity handbooks

Motion to approve the changes to the student, staff, and activity handbooks Passed with a motion by Chelsa Thompson and a second by Dan Preister.

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

The Administration reviewed the changes made to student, staff, and activity handbooks.

-TR Student Activity Handbook changes - Eligibility changed so students can participate once their grade has been brought up to 70% or higher--ICU helped with this last year. Code of Conduct- Suspension rules have changed a bit and this will be in the handbook.

-Staff Handbook - no changes were made.

-Student Handbook - \$40 student pass will be eliminated and students will be able to come to activities for free. K-6 will be encouraged to attend with an adult. Family passes will change from \$100-\$120 or \$60 per adult.

8.6. Consider and take action to approve the school lunch prices for the 2022-23 school year.

Motion to approve the school lunch prices for the 2022-23 school year Passed with a motion by David Baxa and a second by John Reeg.

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

The government benefit of free meals for all students has ended. Families will pay for school meals this year. All families are encouraged to fill out free/reduced applications. The cost will be the same as it was pre-Covid. Breakfast cost is \$1.80 for all students, lunch cost is \$2.45 for K-6th grade and \$2.70 for 7-12th grade. If your child(ren) qualify for free or reduced meals, the reduced price for breakfast is \$.30 and reduced price for lunch is \$.40. Students can purchase an extra milk for \$.35 and an extra main for \$.75. Free/Reduced Applications are on the [twinriverschools.org](http://twinriverschools.org) website and will be mailed out in the back to school newsletter. Families can also pick applications up at the school office.

8.7. Consider and take action to approve the substitute pay rate to \$145 for the 2022-23 school year.

Motion to approve the substitute pay rate to \$145 for the 2022-23 school year Passed with a motion by David Baxa and a second by Chelsa Thompson.

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

Substitute pay rate will increase from \$140 per day to \$145 per day.

8.8. Approve Jason Schapmann, Superintendent, as the school district's designee to sign federal forms.

Motion to approve Jason Schapmann, Superintendent, as the school district's designee to sign federal forms Passed with a motion by John Nelson and a second by Chelsa Thompson.

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

8.9. Consider and take action to declare items/equipment unusable, unrepairable, or surplus.

Motion to declare items/equipment unusable, unrepairable, or surplus Passed with a motion by Chelsa Thompson and a second by John Reeg.

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

As rooms and storage areas are being cleaned out this summer, unused items such as old classroom materials, old equipment, tube t.v.s etc; that are no longer used or needed and have no value will be thrown away.

## 9. Reports of Administrators and Committees

### 9.1. Visitors

No visitors spoke.

### 9.2. Principal's Reports

Mrs. Buhl and Mr. Barrett continues to prepare for the upcoming school year. After some re-arranging and moving staff around, all teachers have an assigned classroom. Teachers have been coming in and getting their classrooms put together. Administration attended meetings at ESU7.

### 9.3. Activities Report

Mr. Barrett, Mr. Schapmann, Tim Oberhauser, Tim Cornwell, Alex Cornwell, Darren Nelson, and John and Susan Nelson all helped put in the new goal post anchors on the football field for this upcoming season. Mr. Barrett and Mr. Shapmann have not heard back from the construction company about the gym floors yet. Mr. Schapmann said the floor is in bad shape with many ripples and something will need to be done. He said ideally he would like to have this put in the budget to have done next school summer if possible. Administration are working on a plan to help eliminate some traffic on the gym floor.

### 9.4. Superintendent Report

Mr. Schapmann gave appreciation to administration and staff for their help during his transition to Twin River. The janitors have been working hard deep cleaning and painting throughout different areas of the school. There are many different colors in the school, and the school will now use royal blue, black, white, and gray for the school colors. Mr. Schapmann is working on budget documents and has a draft and will be getting that finalized. The district has not paid for or claimed the new propane bus that had been ordered during the last school year. The district is not in need of an additional 72 passenger bus, so if there is no agreement tied to the district they will not be purchasing another propane bus. The school website needs updating. Mr. Schapmann met with the webmasters Mr. Tracy and Jeff Morris to make current updates and are working on getting a new website. The air conditioner has major problems. There are many classrooms that are leaking. The condensation lines are clogged. Rutt's and Beard Warren have been at the school. There will be a cost to fix the problem but it needs to be done. At the weight room there are a couple of treadmills that do not work. Mr. Shapmann has Mr. Kalin Koch getting bids on commercial treadmills that will last and get serviced. The girls' restroom door was kicked in and will get repaired. The weight room needs to be taken care of. Cheerleading will be coming back this year with the main goal of increasing school spirit. They are not planning on attending any competitions this year. The fire inspection showed the alarms work really well but were not responding to the fire department. Parts have been ordered to fix this problem. Nance County will be providing the school district with a full-time resource officer this school year at no charge. Twin River Baseball will coop with Osceola this year.

#### 9.4.1. 2022/23 School District Budget Timeline

Mr. Schapmann reviewed the budget timeline with the board and LB644 tax bill.

#### 9.5. Board of Education Committee Report(s)

The board inquired on the status of the Ag position. Mr. Schapmann said the options are very limited. He has not filled the position yet, but continues to work on a plan.

#### 10. Date, Time, and Location of Next Meeting

Motion to approve the next regular board of education meeting for August 15th, 2022 at 7:30 pm, in the Media Center, Elementary School Building Passed with a motion by Chelsa Thompson and a second by Dan Preister.

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

Motion to approve the Board Retreat for August 24th, 2022 at 6:00 p.m. at Dusters-2804 13th St. Columbus, NE 68601 Passed with a motion by Chelsa Thompson and a second by Dan Preister.

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

The next regular board of education meeting is scheduled for August 15th, 2022 at 7:30 pm, in the Media Center, Elementary School Building. The board retreat is scheduled for August 24th, 2022 at 6:00 p.m. at Dusters- 2804 13th St. Columbus, NE 68601.

#### 11. Executive Session

No executive session.

## 12. Adjournment

Motion to Adjourn at 8:32 p.m. Passed with a motion by Dan Preister and a second by John Reeg.

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

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Jennifer Swantek, Board President

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Dan Preister, Board Secretary

**Twin River Board of Education**  
**Monday, August 15, 2022**

- Administration Days in Kearney
  - July 27-29
  
- Teacher Professional Development Days August 11, 12, 15, 16
  - ESU support
    - Danielson Framework refresher
    - School Improvement Team (Tues.)
    - CTE Data Dig (Tues.)
  - CKLA/Amplify training for all ELA teachers
  
- Open House
  - Tuesday, August 16th 6:00-7:00
  
- Students first day of school
  - K-12th grade-Wednesday, August 17
  - PreK-Monday, August 22

## August-

- First day with Students is Wednesday 8/17
- New Staff- Met with mentors on 8/11
- Otis Pierce and Kendra Gustafson came from ESU Friday 8/12 to discuss disciplinary procedures
  - Also did a Danielson Refresher
- Cell Phone Plan for School Year
- Building Assessment Calendar for the year
  - K-2 MAPS
  - 3-8 NSCAS
  - 9-10 Pre-ACT
  - 11 ACT
    - Optional ASVAB and PSAT
- Ag Update
  - Dual Credit Courses through CCC and NECC
  - Acellus Ag Curriculum for Freshman
    - Acellus Training Tuesday for teachers
  - FFA- Mr. Tajrel
- Working through getting access to things that we need

## August

First week of fall sports practices got off to a great start. Fall sports numbers:

- Football - 25
- Volleyball -
- Cross Country - 4
- Softball - 16

Preliminary research being done in regards to a digital touchscreen board to store and display records and accomplishments for TR activities and academic accomplishments. Costs are dependent upon size of screen and type of subscription you choose. For a 3 year subscription and a 65" screen is \$17,497.30—(screen is \$4,000 and subscription for three years is \$13,497.30). Able to be updated through an app or on a laptop that automatically syncs to any screens/monitors that are linked. Also, these records can be accessed anywhere as it is essentially a website that is built and displayed on the monitor in the school.

### Recent Events:

- Softball jamboree vs. O'Neill – TR beat O'Neill 6-5 in 8 innings
- Fall sports meeting was August 8th – very well attended and each sport's head coach met with parents and went over expectations and sport-specific information

### Upcoming Events:

- Thursday, August 18th: Softball triangular @ David City (Blue River, Schuyler, TR)
- Thursday, August 18th: Volleyball jamboree triangular @ Palmer (Palmer, East Butler, and TR)
- Friday, August 19th: Booster Club Meal at the FB field
- Friday, August 19th: Open practice for FB Team – admission is a gatorade/powerade from 7 to 8:30 p.m.
- Saturday, August 20th: Softball tournament @ Wayne

### First Games/Meets:

- Football: August 26th vs. Conestoga (in Genoa)
- Volleyball: August 30th @ Riverside
- Cross Country: August 25th @ St. Paul

Many activities will be having organizational meetings in the next week or two to get off and rolling as well.

## **5052 School Wellness Policy**

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.\*

### **1. Goals for Nutrition Promotion and Education**

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

### **2. Goals for Physical Activity**

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

### **3. Goals for Other School-Based Activities Designed to Promote Student Wellness**

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

### **4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day**

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
  - i. USDA National School Lunch and School Breakfast nutrition standards
  - ii. USDA Smart Snacks in School nutrition standards.

- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

## **5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day**

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

## **6. Food and Beverage Marketing**

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

## **7. Public Participation**

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

**8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)**

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
  - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
  - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
  - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
  - (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

**9. Triennial Assessment**

The school board shall assess and review this policy at least every three years to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

## **10. Public Notice**

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

## **11. Recordkeeping**

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

## **12. Operational Responsibility**

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated 9/2016 to Reflect the USDA Final Rule) found at

[https://www.healthiergeneration.org/asset/wtqdwu/14-6372\\_ModelWellnessPolicy.doc](https://www.healthiergeneration.org/asset/wtqdwu/14-6372_ModelWellnessPolicy.doc).

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **3055 School Resource Officers**

The school district must have in effect a memorandum of understanding (MOU) with any law enforcement agency or any security agency prior to using the services of a school resource officer (SRO) or security guard. The MOU shall comply with all state law requirements.

**Employer.** The SRO or security guard are employees of the law enforcement agency or security agency.

**Required Training.** Each SRO and security guard and at least one administrator in each elementary or secondary school where an SRO or security guard is assigned must attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

**Prosecution Referral Records.** The district must create and maintain records on each student referral for prosecution from an SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event. The records must allow for analysis of related data and must include the reason for the referral and the federally identified demographic characteristics of each student.

**Parent or Guardian Notification.** School officials are not required to notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by a school official. School officials will notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by an SRO or security guard operating in conjunction with a school official as provided in the school's separate policy regarding investigations, arrests, and other student contact by law enforcement, Health and Human Services, or other child welfare agencies.

**Rights Advisement.** School officials will not advise students of any constitutional rights before student questioning or interrogation. The advisement, if any, shall be made by the SRO or security guard as provided by their agencies' policies and procedures.

**Referral to Law Enforcement for Prosecution.** The school district's student discipline policy is the school policy required by state law that addresses the student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not referred to law enforcement.

**Restraint and Seclusion.** The school district's restraint and seclusion policy applies to the use of restraint and seclusion on students by school district employees. SROs and security guards that are not employees of the school district are not governed by the school district's restraint and seclusion policy. Instead, they will be governed by the restraint and seclusion policies, practices, and procedures implemented by their employers.

**Filing and Posting the MOU.** The superintendent shall provide a copy of any initial MOU entered into under this policy to the Nebraska Department of Education (Department) or post a copy on the school district's website within three months of its adoption. The superintendent shall thereafter file any changes to the MOU with the Department or post it on the school district's website no later than January 1<sup>st</sup> of each year.

**Complaint Process.** Any student or parent who wishes to express a concern or file a complaint about an SRO or security guard and the practices of the SRO or security guard must follow the school district's complaint procedure.

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COUNTY OF NANCE, NEBRASKA AND  
TWIN RIVER PUBLIC SCHOOLS**

This Memorandum of Understanding ("MOU") is made and entered as of the date fully executed below, by and between the County of Nance, Nebraska ("County") and Nance County School District 63-0030, also known as Twin River Public Schools ("School District").

**WHEREAS**, the School District and the County share the goal of promoting school safety and a positive school climate;

**WHEREAS**, all parties acknowledge that crime prevention is most effective when the School District, the County, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

**WHEREAS**, the School District and the County agree it is important to create a school environment in which conflicts are deescalated and students are provided developmentally appropriate and fair consequences for misbehavior that address the root causes of their misbehavior, while minimizing the loss of instruction time;

**WHEREAS**, the School District staff should generally not involve the County's School Resource Officer(s) ("SRO") in enforcement of the School District's discipline policies;

**WHEREAS**, the School District and the County recognize that student contact with the County's SROs and the School District staff builds positive relationships leading to better student outcomes; and

**WHEREAS**, the School District and the County agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored for fair and equitable treatment for all School District students.

NOW, THEREFORE, the School District and the County agree as follows:

**Section 1. Employment of the School Resource Officer**

1. The County, by and through the Nance County Sheriff's Department, agrees to employ and provide a **full-time** police officer to be assigned to the School District during the school year as an SRO pursuant to the terms of this MOU. It is clearly understood, acknowledged, and agreed to by the parties that the SRO is an employee of the County, subject to the administration, supervision, and control of the County.
2. The County will furnish training, uniforms, equipment, and schedule of deployment required under Nebraska law or that is needed for the operation of this MOU. The School District shall coordinate with the County to also provide the SRO with applicable training, supplies, and equipment needed for the operation of this MOU.
3. The SRO shall be subject to all personnel policies and practices of the County, except as such policies or practices may be modified by the terms and conditions of this MOU.
4. The County, in its sole discretion, shall have the power and authority to hire, replace and rotate, discharge, and discipline the SRO.

5. As an employee of the County, the SRO will be subject to the chain of command of the County and its Sheriff's Department.
6. If the School District Superintendent is dissatisfied with the SRO who has been assigned to the school, then the School District Superintendent may request that the County assign a different law enforcement officer as the SRO for the school. Unless the nature of the concerns warrants immediate replacement, such a request should normally occur after the Superintendent has met with the County's [REDACTED] to discuss concerns and allow a reasonable amount of time for the County to remediate the issues. If mutually agreed by the County and School District, the County's [REDACTED] shall assign a new SRO to the school. The County reserves the right to remove/re-assign any SRO along with notification given to the Superintendent and the school board.

**Section 2. Term**

This MOU shall begin \_\_\_\_\_, 202\_\_ and end \_\_\_\_\_, 202\_\_. This MOU may be renewed for additional one-year periods upon mutual written agreement of the Parties.

**Section 3. Contact Persons**

The principal(s) at each participating school building shall be the School District's on-site contact person for any SRO assigned to that school building. In addition, the SRO Program liaison for the School District shall be the Superintendent, and for the County shall be the [REDACTED].

**Section 4. School Discipline and Law Enforcement Program Goals**

The parties seek to:

1. Create a common understanding that (a) school administrators and teachers are ultimately responsible for school discipline and culture; (b) SROs should not be involved in the enforcement of school rules; and (c) a clear delineation of the roles and responsibilities of SROs as to student discipline is essential, and should include a regular review by all stakeholders;
2. Minimize student discipline issues so they do not become school-based to the juvenile justice system;
3. Promote effectiveness and accountability;
4. Provide training as available and appropriate to SROs and School District staff on effective strategies to work with students that align with program goals;
5. Employ accepted industry standards so that all students are treated impartially and without bias by the County's SROs and the policies of the County and its Sheriff's Department, and also by the School District staff in alignment with rules and procedures applicable to the School District's equity policies; and
6. Utilize accepted industry standards for training and oversight with the goal of reducing any existing disproportionality

**Section 5. Roles and Responsibilities regarding School Discipline**

1. Disciplining students is the responsibility and authority of the School District. Law enforcement is the responsibility of the County. The School District and the County

shall follow the principles in this MOU regarding the division between school discipline and law enforcement.

2. The County can provide assistance when: (a) required by law under NEB. REV. STAT. §§ 79-262 and 79-293 or other state or City/County/Security Agency law; (b) there is a threat to the safety of students, teachers, or public safety personnel; (c) to assist with victims of crime, missing persons, and persons in mental health crisis; (d) in an attempt to prevent criminal activity from occurring; (e) it is required as part of emergency management response; or (f) it is required or allowed by this MOU.
3. The SRO and school administrators will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, deescalating school-based incidents whenever possible. Examples of student offenses best handled by the SRO, include, but are not limited to: gang related activity; possession of a weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; hazing; behavior that is an immediate threat to others; terroristic threats; and other criminal law violations that may constitute a **class I misdemeanor or a felony**. Examples of student offenses best handled by school administrators, include, but are not limited to: dress code violations; disruptive behavior that is not a threat to others or to the public safety, such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior; truancy or attendance violations; offenses that would be considered to be **less than a class I misdemeanor**, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law; and other minor violations of School District policies. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.
4. The SRO should not act as a school disciplinarian. The School District staff should not involve the SRO in disputes that are related to issues of school discipline. However, the SRO may serve as a complement to school staff, provide education, or act in the role of a mentor, counselor, or trusted adult as herein provided. The SRO will be involved in school discipline when it pertains to certain criminal matters and preventing a disruption that would, if ignored, place students, school personnel, and others at risk of harm, so the SRO will resolve the problem to preserve the safe school climate. In all other cases, disciplining students for policy violations is a school responsibility. In those situations, the SRO may, if appropriate under the circumstances, take students who violate School District conduct policies to the administration offices for discipline to be administered by school administrators.
5. The SRO shall confer with school administrators for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
6. The SRO shall confer with school administrators on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or

- a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
7. The SRO should not interview students or collect evidence for solely School District disciplinary purposes.
  8. The County policy that addresses when a parent or guardian will be notified or present, if a student is subjected to questioning or interrogation by a School Resource Officer or other employee of the County is [REDACTED]. The School District's policy that addresses when a parent or guardian will be notified or present if a student is subjected to questioning or interrogation by a school official or by an SRO in conjunction with a school official is Policy 5022 - Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services. The School District will make this information available to all parents or guardians in a language that such parent or guardian understands.
  9. The County policy that addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by an SRO or other employee of the County is [REDACTED]. The School District policy or regulation addressing students being advised of constitutional rights prior to being question or interrogated by a school official or by a SRO in conjunction with a school official is Policy 3055 – School Resource Officers.
  10. The School District policy required by NEB. REV. STAT. § 79-262 that addresses the type or category of student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement is Policy 5035 – Student Discipline.
  11. The County shall keep records on each student referral by an SRO for prosecution in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate: (a) The reason for such referral; and (b) Federally identified demographic characteristics of such student.
  12. School Resource Officers of the County will maintain confidentiality of all matters regarding the School District, staff, and student information as required by law or applicable policy.

**Section 6. Duties of the School Resource Officer**

1. The purpose of the SRO is to provide for and maintain a safe, healthy, and productive learning environment, emphasizing the use of restorative approaches to address negative behavior, while acting as a positive role model for students by working in a cooperative, proactive, problem-solving manner between the County and the School District.
2. The SRO must build relationships, enhance community-policing activities, identify safety concerns within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators and staff.
3. The SRO shall attend and participate in applicable school meetings and to communicate and coordinate with the school principals, superintendent, and other appropriate school personnel concerning the needs of the school and its students.

4. In coordination with school administrators, the SRO may provide presentations to the school in safety, crime prevention, bullying, sexting, digital citizenship, etc., and may also provide additional services to the school if requested.
5. The County and the SRO will work closely with School District officials to improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed may include substance abuse, violence reduction, social skills, problem-solving skills, and other areas of School District and community concern.
6. The County and School District understand that the SRO may use measures to secure school property as followed through established protocols of the County's Sheriff's Department and the School District in the event of an emergency situation that requires the activation of emergency response procedures (i.e., critical incident protocols such as "lock down" and "lock out").
7. The SRO will be a visible, active law enforcement figure dealing with the school's law enforcement matters at school and at school activities and events.
8. The SRO shall initiate positive interaction with students in the classroom and general areas of the school campus to promote the profession of police officers and be a positive role model, while increasing the visibility and accessibility of police to the school community.
9. The SRO will share information with the school's administrators about persons and conditions pertaining to school campus safety concerns to the extent allowed by law and the County's Police Department policies.
10. The SRO may assist with resolving law enforcement issues that affect the students, the school, the School District, or the broader community. However, matters that are not of a significant or urgent nature or do not directly relate to the students, the school, the School District, or to issues concerning child abuse or neglect, but only concern the broader community, should first be coordinated between school administration and law enforcement before being conducted at the school in order to minimize the effect on student education and the school environment. Outside law enforcement agencies shall first coordinate with school administration.
11. The SRO shall notify school administration upon removing a student from the school campus.
12. The SRO shall notify a parent as soon as possible when minor students are issued a criminal citation or arrested.
13. If a student arrest is warranted, the SRO shall use the least disruptive and the least obtrusive manner reasonably available to conduct the arrest of the student. The SRO should be accompanied by a school principal or designated staff member, if available, when arresting a student unless exigent circumstances require otherwise for the safety of the student, the SRO, and/or others.
14. The SRO shall not use physical force or restraints on a student, including handcuffs, Tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat or they are subject to arrest.
15. The SRO shall question students in a manner and a time when it has the least impact on the student's education so long as the delay in questioning does not interfere with the effectiveness of an investigation, the disappearance or unavailability of a criminal suspect or evidence, or risk public safety or significant damage to property.
16. The SRO shall become familiar with School District's student conduct and discipline policies.

17. The County and School District may coordinate and jointly fund other beneficial training opportunities for the SRO and school administrators.

**Section 7. Duties of School Administrators**

1. School administrators shall provide the County with appropriate school administrator names and contact information to facilitate communication.
2. School administrators shall provide an office/storage or workspace for the SRO's materials and personal effects.
3. School administrators shall provide a classroom, equipment, and supplies for classes or other training as discussed in this MOU provided by the SRO, if any.
4. School administrators will arrange meetings with the SRO as needed by the school administration.
5. School Administrators and the SRO will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, deescalating school-based incidents whenever possible. Examples of student offenses best handled by the SRO, include, but are not limited to: gang related activity; possession of a weapon; possession, use, or distribution of illegal drugs; possession, use, or distribution of pornography; criminal activity such as theft, graffiti, etc.; sexual assault; hazing; behavior that is an immediate threat to others; terroristic threats; and other criminal law violations that may constitute **a class I misdemeanor or a felony**. Examples of student offenses best handled by school administrators, include, but are not limited to: dress code violations; disruptive behavior that is not a threat to others or to the public safety, such as defiance of authority; profanity; possession of inappropriate items; inciting, but not actively participating in inappropriate behavior; truancy or attendance violations; offenses that would be considered **less than a class I misdemeanor**, an infraction, or a status offense (i.e., a violation of the law that would not be a violation but for the age of the offender, such as certain alcohol and tobacco offenses) under criminal law; and other minor violations of School District policies. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.
6. School administrators shall confer with the SRO for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
7. School administrators shall confer with the SRO on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
8. School administrators will make an effort to handle routine student conduct and disciplinary matters without involving the SRO in a law enforcement capacity, unless it is absolutely necessary or required by law.
9. School administrators will facilitate SRO-initiated investigations and actions.

10. School administrators will provide ongoing feedback to the County for SRO evaluation purposes.
11. School administrators should notify the SRO responding to a school-based infraction if any student involved has a disability with an accompanying Individualized Education Program (“IEP”), Section 504 Plan, or Health Care Plan, and who therefore may require special treatment or accommodations to the extent such notice is permitted by law.
12. The School District acknowledges that the SRO is required by the County policies and procedures to attend mandatory trainings and/or meetings.
13. If applicable and deemed necessary, school administrators will provide opportunities for the SRO and school administration to meet with parents and community members during the school year.
14. The County and School District may coordinate and jointly fund and provide other beneficial training opportunities for the SRO and school administrators.

## **Section 8. Student Rights**

### SRO Search and Seizure

1. The SRO may conduct or participate in a search of a student’s person, school locker, personal belongings, electronic devices, or vehicle only where there is “probable cause” to believe that the search will turn up evidence that the student has committed or is committing a criminal offense.
2. It is recommended that in addition to having probable cause, the SRO should follow state and federal law and the County policies and procedures when conducting searches of persons and property which may require a search warrant.
3. Except in the event of exigent circumstances, the SRO shall inform school administrators prior to conducting a “probable cause” search where practicable.
4. The SRO shall not ask school administrators to search a student’s person, school locker, personal belongings, electronic devices, or vehicle in an effort to circumvent the student’s legal rights and protections.

### School Administrators Search and Seizure

1. A school administrator may conduct a search of a student’s person, personal belongings, electronic devices, or vehicle in accordance with the “reasonable suspicion” legal standards.
2. Absent a real and immediate threat to any person or to the public safety, a school administrator shall not ask the SRO to be present or participate in a search when no probable cause has been established.
3. Strip searches of students by school administrators are prohibited.

### Student Questioning

1. SRO. The SRO may question a student as provided in School District policy 3055 – School Resource Officers and/or 5022 – Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services.
2. School Administrators – Student Interviews and Questioning. School administrators are free to communicate, interview, and question students for any academic and

non-academic matters, including, but not limited to, issues relating to school and student safety, policy compliance and violations, student discipline, etc.

Access to Education Records

1. School administrators shall allow the SRO to inspect and copy any public records, including student "directory information," maintained by the school to the extent allowed by state and federal law and School District policy.
2. If some information in a student's educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the SRO the information that is needed to respond to the emergency situation based on: (i) the seriousness of the threat to the health or safety of an individual; (ii) the need of the information to meet the emergency situation; and (iii) the extent to which time is of the essence.
3. If the SRO needs confidential student educational record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law.
4. Notwithstanding any provision to the contrary within this Agreement, the Parties shall fully comply with the requirements of NEB. REV. STAT. § 79-2,104 or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All the County requests for student records made to the School District shall be in compliance with this provision. The County represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose student records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the School District in writing. At the request of the School District, the County agrees to provide the School District with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this MOU.

**Section 9. Training**

1. Within six months of being assigned as SROs to the School District, each SRO shall have completed a minimum of twenty hours of training focused on school-based law enforcement, including but not limited to, coursework focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings. Assignments as an SRO that do not meet the definition of "school resource officer" found at NEB. REV. STAT. § 79-2702 are not subject to the requirements of this MOU, but the use of such assignments should not be used to circumvent the training requirements set forth in in this paragraph.
2. Within six months of an SRO being assigned to a school building, a minimum of one administrator in each elementary and secondary school building will have completed a minimum of twenty hours of training, excluding previous college coursework,

focused on school-based law enforcement, including, but not limited to course work focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice, and preventing violence in school settings.

**Section 10. Program Review**

1. The County student and parent complaint process or policy to express a concern or file a complaint about an SRO and the practice of the SRO with the County is \_\_\_\_\_. The School District’s student and parent complaint policy to express a concern or file a complaint about an SRO and the practice of the SRO with the County is Policy 2006- Complaint Procedure.
2. The School District, in collaboration with the County, shall conduct an annual review of the program and shall: (a) make modifications as necessary to accomplish stated program goals; and (b) create a report of the review to be provided to both parties and, to the extent permitted by law, made available online. The parties will establish an evaluation process, to include community stakeholders, as part of the regular review of program goals and relevant data, including the specific measures, data points, and metrics included in the report. The first of the annual report will be for the first full school year following the formation of this MOU.

**Section 11. Community Partnerships**

The School District and the County shall continue to collaborate with community and governmental agencies to further program goals, support strategies to divert students from the criminal justice system, and access additional support services for students.

**Section 12. Payment**

The County will be responsible for all costs and payments for SRO services provided to the District.

**Section 13. Inspection of Records**

The County shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the School District under this MOU. All records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by the School District’s agent or its authorized representative to permit the School District to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this MOU and to evaluate, analyze, and verify any and all invoices, billings, payments, and/or claims submitted by the County pursuant to this MOU.

**Section 14. Body-Worn Cameras (BWCs)**

All parties agree that any use of BWCs by SROs must be subject to and in compliance with federal, state, and local laws and regulations regarding their use and operation. The

County shall use its best efforts to notify the School District at least two weeks before its officers assigned to the School District are to begin use of BWCs, and it will provide written information and training to the building principals and superintendent of the schools in which the officers may enter. Training shall include the objectives and procedures for the use of BWCs in public and in schools. Every SRO equipped with a BWC shall be trained in the operation of the equipment prior to its use. To maximize the effectiveness of the BWC and the integrity of the video documentation, SROs shall adhere to the objectives and procedures outlined in this MOU and the County's general operations orders or similar policies or procedures when they utilize BWCs. The County may, if not otherwise prohibited by law, provide to the School District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the School District, as a law enforcement record. In the event that the County receives advice that providing a copy of such video is prohibited, the County agrees to utilize its best efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the School District, in any school disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of the County may be considered law enforcement records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and 34 C.F.R. Sec. 99.8. Any copy of such film or video, if permitted by law to be provided to the School District, may become an educational record of the District. The County's officers shall at all times recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of School District policy and state and federal law.

**Section 15. Nondiscrimination**

The Parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**Section 16. Employment Eligibility Verification**

The Parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this MOU, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**Section 17. Termination**

Either party may terminate this MOU for any or no reason and at any time by giving the other party at least **thirty (30)** days prior written notice of the same. Any joint funds or property in possession of the Parties as a result of this MOU shall be divided and distributed to the party that contributed it or funded its purchases.

**Section 18. Appropriation of Funds**

The Parties' obligations under this MOU are expressly subject to the appropriation of funds by the School District's Board of Education and the County's governing authority. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the obligations under this MOU, the parties may terminate this MOU.

**Section 19. Default**

A party shall be in default under this MOU if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the party receives written notice of such breach or failure to perform from the other party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a party, the remaining parties may pursue any remedy provided by law.

**Section 20. Liability Insurance**

Each party shall obtain and pay for its own liability insurance coverage for their participation in this MOU. The minimum coverage under such insurance shall be \$1,000,000 for one accident and \$5,000,000 in the aggregate.

**Section 21. Notice**

Each Party giving any Notice ("Notice") under this MOU must give written Notice by personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or electronic mail to the School District's superintendent at the e-mail address on file with the Nebraska Department of Education and to the County at [REDACTED]. Notice is effective only if the party giving the Notice has complied with this section.

**Section 22. Indemnification**

To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act or constitutional provision, each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

**Section 23. No Third-Party Beneficiaries**

This MOU does not and is not intended to confer any rights or remedies upon any person other than the Parties.

**Section 24. Independent Contractor**

The Parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party nor its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. The County shall at all times be responsible for all aspects of the employment, control, and direction of SROs assigned under this MOU. Nothing within this MOU is intended to create an agency or employment relationship between the School District and any officer assigned by the County to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of the County. No right to School District retirement, leave benefits, or any other benefits of School District employees shall exist as a result of the performance of any duties or responsibilities under this MOU. The School District shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for the County's officers, employees, agents, subcontractors, or assignees.

**Section 25. Amendments and Modifications**

The Parties may amend or modify this MOU only by a signed, written unanimous agreement that identifies itself as an amendment or modification to this MOU. No other alterations in the terms of this agreement shall be valid or binding.

**Section 26. Severability**

If any provision of this MOU is determined to be unenforceable, the remaining provisions of this MOU remain in full force, if the essential terms and conditions of this MOU for each party remain enforceable.

**Section 27. Counterparts**

The Parties may execute this MOU in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this MOU in the presence of the other Parties to this MOU. This MOU is effective upon delivery of one executed counterpart from each party to the other party. In proving this MOU, a party must produce or account only for the executed counterpart of the party to be charged.

**Section 28. Assignment**

The Parties shall not assign or otherwise dispose of this MOU or any duty, right, or responsibility contemplated in this MOU to any other person or entity without the previous written consent of the other Parties.

**Section 29. Publication and Posting**

Within three months of the adoption of this MOU, the School District’s Superintendent shall provide a copy of it to the Nebraska Department of Education and post it on the School District’s website. If any change is made to this MOU, the School District’s Superintendent shall provide an updated copy of the MOU to the Nebraska Department of Education and post a copy on the School District’s website no later than January 1<sup>st</sup> of the following year.

**Section 30. Entire MOU**

The MOU is the complete and exclusive expression of the Parties’ agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this MOU are expressly merged into and superseded by this MOU.

**NANCE COUNTY SCHOOL DISTRICT 63-0030,  
A/K/A TWIN RIVER PUBLIC SCHOOLS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**NANCE COUNTY, NEBRASKA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **AGREEMENT FOR NURSE SERVICES**

This Agreement is made by and between Nance County School District 63-0030, commonly known as Twin River Public Schools (the "School District") and Genoa Medical Facilities ("Contractor").

WITNESSETH: the School District agrees to contract with Contractor for nursing services and the Contractor agrees to provide such services subject to the terms and conditions set forth below.

- 1. Services to be Performed by Contractor.** The School District retains Contractor to serve as a direct service provider of nursing services that have been specified by School District staff and agents, including services to students pursuant to state and federal law obligations of the School District. The Contractor further affirms that throughout the term of this contract the Contractor will hold a valid and appropriate certification or authorization to provide nursing services to students in schools in the State of Nebraska, which certification or other documentation shall be provided to the School District prior to the provision of any services under this Agreement. The School District will designate the place, day, and time for nursing care. Nursing care will be provided 40 hours per week (including driving time).
- 2. Compensation.** In consideration of the services to be performed by Contractor during the school year calendar, the School District shall compensate Contractor at the rate of \$7,120.53 per month for the nine-month school year. In addition, the District shall pay: an additional \$61.62 per hour for any hours that exceed the regularly scheduled 40 hours per week; an additional \$41.08 per hour for any hours worked outside the nine-month school year; and \$0.63 per mile for mileage accrued to and from Twin River Public School-Silver Creek and Genoa Medical Facilities. Contractor shall submit an invoice of the services provided, the number of hours expended, and the charge for any products or materials on the last day of each month that services are provided. The School District shall pay the invoice pursuant to its regular claims processing consistent with meetings of its Board of Education.
- 3. Benefits.** There shall not be health, dental, or any other benefits provided to Contractor pursuant to this Agreement.
- 4. Independent Contractor.**

- (a) The parties acknowledge and agree that at all time Contractor shall be an independent contractor and not an employee of the School District. The School District shall have no direct control over the methods or means by which Contractor shall perform the services hereunder, and at all times during this engagement, Contractor shall exercise its own independent professional judgment in connection with the performance of its services under this Agreement. The School District does not agree to use Contractor exclusively, and Contractor is free to contract to perform similar services for other entities while under contract with the School District.
- (b) Contractor agrees that it and its employees are not employees of the School District for any purpose whatsoever, including unemployment tax, social security contributions, income tax withholding or workers compensation, whether state or federal. Contractor agrees to pay and be solely responsible for all applicable taxes, both state and federal, in connection with amount paid by the School District to Contractor. As an independent contractor, Contractor and its employees are not eligible to participate in any of the School District's fringe benefit programs including the Nebraska Public Employees Retirement System.

**5. Liability, Insurance, and Indemnification.** The work performed under this Agreement will be performed entirely at the Contractor's risk, and the Contractor assumes all responsibility for all legal liability associated with the performance of this Agreement. The Contractor agrees to indemnify and hold the District harmless from any and all liability or loss arising in any way out of the performance of this Agreement. The Contractor shall provide for the Contractor's own insurance for all purposes, including but not limited to, professional liability, negligence, and loss. Upon request, the School District may require the Contractor to provide proof of any coverage.

**6. Compliance with Laws and Regulations.** Contractor agrees that it will perform the work called for herein in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, including the laws of any state or nation which may have jurisdiction over Contractor and Contractor's employees. Contractor assumes full responsibility for the payment of

all contributions, taxes or assessments, which may be required by any state or nation as to all employees engaged in the performance of work hereunder. Contractor covenants to save the School District harmless from any and all liability for state or federal taxes, workers' compensation contributions, and or any other tax liability or assessment now or subsequently imposed on the School District by reason of this Agreement and the services hereunder.

- 7. Confidential Information.** The Contractor may have access to certain information and records protected by state and federal privacy and confidentiality laws while providing services under this Agreement. The Contractor understands that state and federal law prohibit the disclosure of these items, such as student records or information about students, to any person other than the student's parents or the District's teachers, counselors, or administrators. The Contractor understands that unauthorized access, use, disclosure, or modification of student records or confidential information will result in the immediate termination of this Agreement and may result in other consequences imposed by law. Contractor agrees to seek clarification and permission from the School District regarding disclosure of any such protected records to ensure the School District can meet its obligations under these laws.
- 8. Duty to Report.** For any person providing services under this Agreement, the Contractor shall report any of the following to the School District's Superintendent within 24 hours of its occurrence or at the beginning of the next school day, whichever is earlier:
- (a) Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
  - (b) Any arrest for any reason;
  - (c) Any criminal conviction;
  - (d) Any sentence of incarceration;
  - (e) Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation for child abuse and/or neglect;
  - (f) Any complaint or other administrative filing against Contractor's employee that could impact any certificate or professional license held by Contractor or Contractor's employee.

The failure to make a report required by this paragraph may result in the immediate termination of this Agreement.

- 9. Written Notice.** All communications regarding this Agreement shall be sent to the parties via their then-current electronic mail addresses which have been used as a means of communication between Contractor and the Superintendent of the School District, or may be sent to the following addresses:

The School District: Twin River Public Schools  
Attn: Superintendent  
816 Willard Avenue  
Genoa, NE 68640  
[jschapmann@twinriver.esu7.org](mailto:jschapmann@twinriver.esu7.org)

Contractor: Genoa Medical Facilities  
Attn: Amanda Roebuck, CEO  
706 Ewing Ave.  
Genoa, NE 68640  
[aroebuck@genoamedical.org](mailto:aroebuck@genoamedical.org)

Any written notice hereunder shall be effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address listed above or such other address as may hereafter be specified by notice in writing. Any electronic mail notice shall be effective as of the date the message was sent by the sending party.

- 10. Non-Discrimination.** The Contractor will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to any such person's hiring, tenure or terms, conditions or privileges of employment because of his or her race, color, religion, sex, disability, national origin or any other unlawful basis.
- 11. Employment Eligibility Verification.** Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

- 12. Termination of Agreement.** This Agreement may be terminated with a written notice provided to either party at least thirty (30) days prior to termination of the agreement.
- 13. Entirety of Agreement and Amendments.** The parties certify that they have read this Agreement, fully understand its terms and conditions and agree that this Agreement constitutes the entire agreement between the Contractor and the School District and that no representations, promises, agreements, or undertakings, written or oral, not herein contained shall be of any force and effect. This Agreement shall be subject to modification only by written instrument signed by the Contractor and by a duly authorized representative of the School District.
- 14. Applicable Law.** This Agreement shall be governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 9<sup>th</sup> day of August, 2022.

**TWIN RIVER PUBLIC SCHOOLS**

BY: \_\_\_\_\_  
Jason Schapmann, Superintendent

**GENOA MEDICAL FACILITIES**

BY: Amanda Roebuck  
Amanda Roebuck, CEO

**3014**  
**Use of School Property**

1. Use of Specific Facilities by Application and Agreement
  - a. The district permits non-commercial use of the following facilities by individual patrons for their personal health and wellness: weight room, track, 501 building, and gyms. The district understands that it would not be feasible to require a patron to apply to use facilities like the weight room on every occurrence. The facility uses defined in this paragraph are an exception to the general facility use requirements contained in this policy for ease of administration and efficiency. All other facility uses must comply with the other provisions of this policy.
  - b. These particular facilities may be used upon only one application and upon signing the district's written waiver and agreement.
  - c. Use of these facilities is governed by this and other district policy and the agreement signed by the user. A copy of each agreement will be maintained in the district's central office.
  
2. General Facilities Use Guidelines
  - a. School facilities may be used by various education and community organizations and individuals when it is in the interest of the general public.
  - b. School facilities may not be used for personal profit and other commercial purposes. The district opens its facilities to district patrons for the benefit of the public, not commercial uses. Due to the complications created by groups or individuals using district facilities for commercial purposes, these uses are prohibited. Booster clubs and other organizations raising money purely for the support of student groups, as defined below, and not for personal profit are not considered commercial uses but must comply with the district's policies which apply to these groups.
  - c. Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety.

- d. Only those organizations and persons who are known to school officials, who have financial resources sufficient to cover all rentals and possible damages, and who are willing to discharge such obligations shall be permitted to use the school facilities and equipment.
- e. The rental fees for school facilities shall be set by the board.
- f. Non-curricular student groups or non-student groups (as those terms are defined below) that wish to use the facility must submit a facility use application which may be obtained from the district's central office. The application must be received by the superintendent prior to the approval of any facility use.
- g. The shop and weight room may not be used by students when school is not in session, unless supervised by a district staff member or a responsible adult upon approval of the superintendent. Use of the shop and weight room in violation of this provision may lead to the students being denied access to these facilities or other consequences permitted by board policy and Nebraska law.
- h. Any person or group using the school facilities, for any purpose, must comply with all of the district's policies, rules, and regulations.

### 3. Definitions

- a. "Curriculum-related student groups" shall mean students participating in school-sponsored activities, supervised by district staff, related to the curriculum, and recognized by the board.
- b. "Extracurricular student groups" shall mean students participating in an extracurricular activity, sponsored by the district, supervised by district staff, and recognized by the board, such as athletic teams and academic teams which are not otherwise categorized as "curriculum-related student groups."
- c. "Non-curriculum related student groups" shall mean all other groups comprised primarily of students who attend the district participating in activities such as Boy Scouts, Girl Scouts, 4-H, political groups, religious groups, and other similar youth groups.

- d. "Non-student group" shall mean all other groups or individuals who apply to use district facilities.
- e. "Superintendent" shall mean the superintendent of schools or his/her designee.

#### 4. Use of School Property by Student Groups

##### a. Curriculum-related and Extracurricular student groups

- i.) Curriculum-related and Extracurricular student groups may use school facilities at no cost to the group, if they restore the facilities to their prior state after using them.
- ii.) The district shall bear any costs associated with use by these groups (*e.g.*, the fee paid to a cook or a custodian required to be in attendance).
- iii.) Curriculum-related and Extracurricular student groups have priority over non-curriculum related student groups and non-student groups.

##### b. Non-curriculum related student groups

- i. Non-curriculum related student groups may use the school building during non-instructional time. Such use shall be without charge.
  - (1) Such uses shall occur while the building is normally open and there is a minimum of interference with custodians or other student and staff facility use.
  - (2) These groups may use the school buildings in the evening for meetings if the group is sponsored by an adult and the adult (1) files the application to use the facilities on behalf of the group and (2) assumes responsibility for cleanup and placing the area back in the condition it was in prior to use.
- ii. Non-curriculum related student groups must apply for use of the facilities and secure the superintendent's permission before using school facilities.

- iii. Non-curriculum related student groups may meet only on school premises at times and places determined by the superintendent.
- iv. Non-curriculum related student groups must meet each of the following conditions to secure the superintendent's permission to use school facilities:
  - (1) The facility use will occur during non-instructional time.
  - (2) The district has facilities available to accommodate the group.
  - (3) The use is voluntary and for the general benefit of the student participants.
  - (4) The use will not substantially interfere with the orderly conduct of educational activities and other programs within the school.

5. Use of facilities by non-student groups

- a. The superintendent may authorize the use of any school facilities for non-school activities by non-student groups.
- b. In addition to the guidelines listed elsewhere in this policy and other board policies or administrative protocol, the superintendent will consider the following when making determinations regarding use of district facilities by non-student groups:
  - i. The local education association may hold meetings when classes are not in session and staff members are not on duty.
  - ii. Non-student groups which provide education-related programming and services for students and staff may be given priority of use over other outside groups. The superintendent has sole discretion in determining whether proposed uses relate sufficiently to the district's educational standards and programs.

- iii. Non-student groups which provide programming and services for community members and others living within the district may be given priority of use over other outside groups.
  - c. Denial of access
    - i. The superintendent may limit or deny access to school buildings, grounds, and activities to any person whom the superintendent deems to be using the facilities inappropriately and contrary to the district's mission.
    - ii. Upon determining that a person or group has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the superintendent shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The superintendent may request assistance from law enforcement authorities to remove an offending person from the school grounds. A person who enters school premises in violation of these conditions shall be deemed to be trespassing.
    - iii. The superintendent shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises.
- 6. Students, staff, and community members may use or lease school equipment for non-school use only if they have received the prior permission of the superintendent.
- 7. Proof of Insurance
  - a. When any non-curriculum related or non-student group utilizes school district facilities, the group submitting the facility use application may be asked to provide proof of insurance up to the current tort claims limits applicable to political subdivision in the State of Nebraska. Currently, those limits are \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.

- b. The district may require the non-curriculum related or non-student group to include the district as an additional insured on any such policies and may refuse access to its facilities until proof of satisfaction of this requirement is submitted to the superintendent.

8. No Fees for Admission

- a. Non-curriculum related and non-student groups may not charge a fee to participate in or be a spectator at any recreational activity, event, or other such gathering occurring on district grounds unless approved in advance by the superintendent.
- b. If the district retains control over the area of the premises in which the non-curricular and non-student group desires to use, meaning the district provides supervision, staffing, custodial services, or otherwise maintains its control during the group's use of the facilities, the group may not charge a fee for admission under any circumstances.
- c. Non-curricular and non-student groups may charge for parking or vehicle entry onto the premises unless otherwise prohibited by the superintendent.

Adopted on: August 7, 2017

Revised on: \_

Reviewed on: \_

**TWIN RIVER PUBLIC SCHOOLS**

**Community Use of School Facilities  
CONTRACT FOR USE OF SCHOOL BUILDINGS AND GROUNDS**

This contract for use of district facilities is between School District #30 of Nance County, a/k/a Twin River Public School District and \_\_\_\_\_.

The facility to be used and time that the facility will be used are:

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

Time End: \_\_\_\_\_

Time Start: \_\_\_\_\_

Rental Fee: \_\_\_\_\_

Facility/Room: \_\_\_\_\_

Personnel Fee: \_\_\_\_\_

Both parties to this contract agree to the following terms:

1. The party requesting use of the facility shall sign a Hold Harmless Agreement.
2. The party using the facility shall be responsible for any liability suit filed by any person(s) who was (were) present in the facility at the time of use.
3. There shall be no alcoholic beverages or drugs permitted in or around the school facility, either prior to, during or immediately following the activity for which the facilities are being used.
4. In the case of indoor facilities, there shall be no smoking permitted in the building.
5. The party using the facilities will be held responsible for the total cost of damage or loss, regardless of the activity.
6. The total rental fee and the estimated personnel fee, when applicable, will be paid within 30 days of invoice being sent. Additional fees may be collected or returned after the use to appropriately address the actual personnel costs of the District.
7. The party using the facilities shall be responsible to leave the facilities in the same condition that it was when the party arrived and as directed.
8. Facilities and rooms that have not been made available to the party under this agreement shall not be used.
9. Equipment that has not been made available to the party under this agreement shall not be used.
10. Failure to comply with the above provisions shall result in the cancellation of existing and all future facility use contracts with that party.
11. All arrangements for the use of the building(s) shall be made with the Superintendent and/or his/her designee.

The stipulations as listed are agreed to by the party requesting facility use and the contracting party agrees to use the facility on the basis outlined in the contract.

\_\_\_\_\_  
Sponsor for Party Requesting Facility Use

\_\_\_\_\_  
Superintendent or his/her designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**TWIN RIVER PUBLIC SCHOOLS FACILITY USE RATES**

816 Willard Avenue, Genoa NE 68640      402.993-2274

**Rental Fee by Facility**

*Rental fee includes use of facility, physically attached equipment, administrative fees, basic lighting, and seating setup.*

- Football Field
- Track/Field
- Silver Creek Gym
- Monroe Gym
- Genoa Gym
- Genoa Gym
- Genoa Cafeteria
- Genoa Kitchen
- General Classroom

**Additional Fees**

- Performance Equipment
  - Sound
  - Lights
- Athletic Equipment
  - Hurdles, Pits, etc.
  - VB Nets
  - Scoreboard
  - Outdoor Lights
  - Sport specific equipment (i.e. football pads, basketballs, etc.)
- Technology Equipment
  - Projector/Screen
- General Equipment
  - Folding Tables
  - Folding Chairs
- Area Setup (Except Seating)
- Custodial Fees (Clean Up)
- Supervision/Training/Assistance

\*Additional items not listed that are consumable or depreciable if used will be charged on a case-by-case basis.

**TWIN RIVER PUBLIC SCHOOLS**

**Application for Use of School Facilities**

Name of Organization Requesting Use: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Address: \_\_\_\_\_

Representative's Telephone Number: \_\_\_\_\_

**School Facility Requested**

Building: \_\_\_\_\_ Room or Area: \_\_\_\_\_

Hours to be used from \_\_\_\_\_ AM. AM  
\_\_\_\_\_ PM to \_\_\_\_\_ PM Dates to be used: \_\_\_\_\_

Hours to be used from \_\_\_\_\_ AM AM  
\_\_\_\_\_ PM to \_\_\_\_\_ PM Dates to be used: \_\_\_\_\_

Estimated number of persons to use the facility: \_\_\_\_\_ for the purpose of:  
\_\_\_\_\_

Administration or registration fee (if any): \_\_\_\_\_

Explanation of use of profits (if any) and other pertinent information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_, having read and agreed to Board of Education Policy and Regulation \_\_\_\_\_, being fully cognizant that additional fees may be incurred, and providing the District with the attached Release and Indemnification Agreement, request permission for the use of the school facilities for the purpose as described in this application.

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date of Signature

**TWIN RIVER PUBLIC SCHOOLS**  
**Community Use of School Facilities**  
**RELEASE AND INDEMNIFICATION AGREEMENT**

In consideration of the undersigned being allowed or granted permission to use County of Nance School District #30, a/k/a Twin River Public Schools (hereinafter referred to as "Twin River Public Schools") buildings, grounds, facilities, and/or equipment, the undersigned hereby releases and waives any and all claims, demands, causes of action, suits, debts or damages which may in the future accrue, for all personal injuries, known or unknown or injuries or damage to property, caused or arising out of the undersigned's use of Twin River Public Schools buildings, grounds, facilities or equipment.

Additionally, in consideration of the undersigned being allowed or granted permission to use Twin River Public Schools buildings, facilities or equipment, the undersigned hereby covenants to indemnify and save harmless the Twin River Public Schools buildings, grounds, facilities or equipment.

The undersigned acknowledges and agrees that without executing this Release and Indemnification Agreement permission would not be granted to use Twin River Public Schools buildings, grounds, facilities, and/or equipment. The undersigned further understands and agrees that this Release shall be binding on the undersigned, and undersigned's heirs, executors, administrators or assignees, and that by executing this Release and Indemnification Agreement, the undersigned is hereby releasing and agreeing to indemnify Twin River Public Schools, all of its present or future Board members in their individual or official capacities, and all of the school district's employees or agents in their individual or official capacities, and all successors thereto.

The Twin River Public Schools does not sponsor or in any way endorse the views, aims, policies, opinions or content of any speakers, or presenters or materials disseminated as part of the program of the person or persons or entity allowed access to Twin River Public Schools facilities, and remains totally neutral with regard thereto.

The undersigned acknowledges having read this Agreement, understands the rights which are being waived or released hereby, understands the indemnification obligation assumed hereby, and executes the same voluntarily and with full knowledge of its significance.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Signature

**NOTE: THIS DOCUMENT HAS SIGNIFICANT LEGAL RAMIFICATIONS AND SHOULD BE CAREFULLY READ AND UNDERSTOOD. IF THERE ARE ANY QUESTIONS, THE SIGNER OF THIS DOCUMENT SHOULD CONSULT HIS OR HER OWN ATTORNEY.**



2901 Cuming Street  
Omaha, NE 68131  
(402) 344-4321 phone  
(402) 346-0277 fax  
[www.HilandDairy.com](http://www.HilandDairy.com)

June 2, 2022

Twin Rivers PS  
Attn: Dr. Weidner  
PO Box 640  
Genoa, NE 68640

Dear Dr. Weidner,

Hiland Dairy is pleased to submit the following bid on dairy products for the 2022-2023 school year.

<u>Unit</u>	<u>Product</u>	<u>Esc/De-Esc Price</u>
½ Pint	Skim White	\$0.3700
½ Pint	1% White	\$0.3700
½ Pint	Fat Free Chocolate	\$0.3895
½ Pint	Fat Free Strawberry	\$0.3895
½ Pint	1% Chocolate	\$0.3775

This bid is for Escalating/De-Escalating pricing. Please see attached clause for monthly cost adjustment factors for Esc/De-Esc pricing. Please call if you have any questions.

The bid is (choose one)  awarded to Hiland Dairy or  declined and awarded to \_\_\_\_\_

Name and Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Email \_\_\_\_\_

Date \_\_\_\_\_ First Delivery Date \_\_\_\_\_ Esc./De-Esc Month June 2022

Please complete and scan this bid along with all competing bidder's documents to: [rmerwald@hilanddairy.com](mailto:rmerwald@hilanddairy.com).

Thank you,

*Tim Flock*

Tim Flock  
Hiland Dairy Foods  
Branch Manager Norfolk  
700 E. Omaha Dr.  
Norfolk, NE 68702  
Office 402-371-3660

### **Milk Escalator / De-Escalator Pricing Clause (DFA Supplied)**

The pricing quoted is based on **June's 2022** Federal Milk Marketing Order for Class I Skim and Class I Butterfat. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements and Dairy Farmers of America.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$ .00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate, re-sale products (ex. Tropicana, Sport Shake), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1<sup>st</sup> day of the month following the price announcement.

CERTIFICATE OF NON-COLLUSION/INDEPENDENT PRICE  
DETERMINATION

The undersigned certifies that the preparation and submission of the attached bid have been conducted independently, without consultation, communication, or agreement with any other bidder or potential bidder and that there will be no consultation, communication, or agreement on the price, terms, and conditions of this bid by or on behalf of Hiland Dairy Foods Co., LLC with any other bidder or potential bidder prior to the official opening of the bid.

Date: June 2022

Hiland Dairy Foods Co., LLC

*Rick Beaman*

Rick Beaman  
General Sales Manager



## GOOD MANUFACTURING PRACTICES

Hiland Dairy Foods Company makes every effort to ensure good quality and the safety of our products to our customers and consumers.

We have, therefore, instituted Code of Good Manufacturing Practices (GMP) Compliance for all employees. Below is an outline of that program.

- I. Definitions: Explains whom and what is covered under the compliance code.
- II. Disease Control: Defines transmittable diseases per Pasteurized Milk Ordinance (PMO). (PMO Section 13).
- III. Employee Grooming/Personal Hygiene Practices: All employees must maintain a high degree of personal cleanliness to prevent product contamination.
- IV. Handling Sanitation: Good sanitation practices must be maintained to assure product integrity.
- V. Ingredient, Process and Product Integrity: Finished products and raw ingredients must be handled and maintained in a manner to prevent exposure to extraneous matter.
- VI. Maintenance Related: Building areas and equipment must be maintained in a sanitary condition.
- VII. Receiving & Shipping: Products must be handled with care to prevent damage and exposure to adverse conditions.
- VIII. Coding: Product codes must be checked to ensure correct code and monitored to ensure proper rotation.
- IX. Quality Control: Quality control technicians monitor and audit the plant operations.
- X. Record Keeping: Proper records of product and ingredients coming into, while in, and leaving our possession, must be monitored and maintained per the time periods defined by regulatory.

Name: Ken Jackson

Title: Quality Assurance Manager

Date: 1/01/2022



## JUICE & MILK PRODUCTS FOOD SAFETY PROGRAMS

Hiland Dairy Foods is making every effort to ensure the safety of our products to our customers and consumers.

We have, therefore, instituted a comprehensive program, our Juice HACCP program & Milk Preventive Control program, in combination with supporting prerequisite programs, to form our Food Safety Systems Pyramid.

- I. Hazard Analysis of Critical Control Points (HACCP) is a food safety system designed to ensure the manufacture of safe food products, and to prove the product was made safely. *HA* (Hazard Analysis) is the where and how part of the HACCP program and *CCP* is the proof that the control of the process and conditions set are being followed.

We have a Food Safety team comprised of employees, from varied disciplines in the plant, and management. The team describes the food (each product type manufactured) and its distribution, identifies the intended use and consumer of the product, and provides on-site verification of flow diagrams for each product type manufactured. (Ex: white milk, chocolate milk, sour cream, etc).

During the developmental stages of the HACCP and Preventive Control program, the team conducted a hazard analysis (determining whether a biological, chemical, or physical threat was posed), identified the critical control point (CCP) in the product flow (pasteurization, time and temperature), showed what prerequisite programs were in place, if it was not a CCP, and established critical limits for each stage. In addition, monitoring procedures (ex: temperature recording devices, charts, etc.), corrective action and verification & validation procedures were established. Any changes made in a product types' flow diagram are reviewed in a timely manner and all systems validated annually.

- II. The attached sheet shows the prerequisite programs and their integration into the complete program (with no inference to their importance by their position on the pyramid).

A more detailed review of our program can be made, on site, with adequate notification and authorization.

Name Ken Jackson Title Quality Assurance Manager Date 01/01/2022



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Hiland Dairy Company  
2901 Cuming Street  
Omaha, NE 68131  
402-344-4321 / 800-779-4321  
Fax: 402-346-0849

To all interested parties:

Hiland Dairy Foods company processes and packages 100% of all four-ounce juice products domestically. We source our juice 100% domestically which meets the Buy American Provision that over 51% of the final processed product consists of agricultural commodities that were grown domestically, with the following exception--orange juice.

Orange juice is sourced domestically whenever possible (in season), but some orange juice supply is sourced internationally when necessary due to insufficient quantities of a satisfactory quality.

Our research reveals that the cost of attaining a product containing at least 51% domestically grown oranges would cause the price to be significantly higher than a non-domestic product.

Scott Barnard

*Scott Barnard*

District Sales Manager

*A Splash of Freshness!*

## Activity Cooperative

The following general guidelines shall be approved, established and observed within cooperative sports at Twin River Public Schools.

Schools that request to enter into a cooperative agreement for activities shall fill out the required paperwork through the NSAA and agree to the Board approved regulation in writing to the school board prior to the NSAA approved dates.

### Cooperative Agreement Guidelines

Students from other schools who have been approved to co-op with Twin River Public Schools must comply with requirements that are requested of other students participating including, but limited to:

1. Passing of physical examinations and insurance requirements.
2. Students who participate in the cooperative, who are not residents of the Twin River Public Schools boundaries, will be required to pay a \$\_\_\_\_\_ participation fee. Each additional activity a student participates in will require an additional \$\_\_\_\_\_ fee.
3. Fees will be payable to the school in which the student is enrolled and Twin River Public Schools will invoice the school where such student is enrolled for participation.
4. Students who choose to play a cooperative activity through Twin River Public Schools must sign and have their parents sign a receipt that they understand the activity code of conduct for Twin River Public Schools. All students will be held to the same standard and consequences through the Twin River Student Handbook.
5. Athletes from other schools will have the same consequences as Twin River athletes should they break any of the rules set forth in the Code of Conduct.
6. There will be no restrictions for student participation placed upon any cooperative agreement. All students will be allowed to participate on an equal basis.

### Cooperative Review and Status

The superintendent, including the high school principal and activities director will review the status of the Cooperative Agreement with the Board of Education and participating schools' superintendents or his/her designee on a 2-year basis.

# Twin River Public Schools

## 2022-2023 Illness Plan



### Mask Guidelines

Due to the increasing number of cases with the COVID variants, the COVID-19 virus, and the potential cases of influenza, strep throat, etc. Twin River will be implementing some triggers for instituting a mask mandate for students and staff.

Because Twin River cannot and will not be asked about health conditions or vaccination status, each individual

and family should exercise any additional precautions they see fit to be in attendance at school. We need the communities and parents' help to curb the spread of illness. While masks are not mandated, employees and students who would like to wear them are encouraged to do so.

If mandated, mask wearing or other precautions WILL NOT be optional. There will be no contact tracing done by Twin River, the health district, or any other medical institution.

This is our best way of stopping community spread while still allowing students, staff, and families the freedoms they wish to keep regarding masks.

### MASKS ARE RECOMMENDED AND NOT REQUIRED PK-12

unless the board of education authorizes its obligation through statute:

Class III or IV school district; school board; schools; supervision and control; powers.

(1) The school board or board of education of a Class III or IV school district has responsibility for the general care and upkeep of the schools, shall provide the necessary supplies and equipment, and, except as otherwise provided, has the power to cause pupils to be taught in such branches and classified in such grades or departments as may seem best adapted to a course of study which the board shall establish with the consent and advice of the State Department of Education. The board shall make provision for pupils that may enter at any time during the school year. The board shall have a record kept of the advancement of all pupils in each branch of study. The board shall make rules and regulations as it deems necessary for the government and health of the pupils and devise any means as may seem best to secure the regular attendance and progress of children at school. The board shall make rules and regulations as it deems necessary for the government and health of the pupils and devise any means seem best to secure the regular attendance and progress of children at school.

Our absentee rate for COVID illness only that exceeds 8% of the entire student body will result in a mandatory mask mandate for at least 10 school days or until the rate subsides under the 8% if longer than 2 weeks.

A student absentee rate of 13% (57) or above based on a 3 day rolling average and guidance from ECDHD that recommends the school close will result in a shut down. During the shutdown the school building will be deep cleaned.

ALL STUDENTS WILL BE EXPECTED TO BE IN SCHOOL UNLESS THEY ARE COVID POSITIVE, SYMPTOMATIC, OR PROVIDE A DOCTORS' NOTE STATING OTHERWISE. Students with a positive household member are allowed to be in school and participate in school activities with a mask on. Nurse Tara will be in contact with families that are in this situation.

What does 8% and 13% look like?

8% is 35 students out sick

13% is 57 students out sick

At 8% Absenteeism Due To COVID Illness.....

\*Indoor activity requirements may be handled differently than outdoor activities.

\*We will, for two (2) weeks, be re-establishing temp check and protocols for those who enter the building. Temp checks will be taken during lunch.

\*No families will be allowed in the school during regular school, hours.

\*All late students MUST check in with Nurse Tara before signing in with the secretaries and going to class.

\*Symptomatic students will be sent home. It is highly recommended that they be tested for COVID or secure a Doctors' note stating they can be in school.

# COVID-19 EXPOSED NOT UP-TO-DATE ON YOUR VACCINE & BOOSTER

You are **NOT** up-to-date if you are **not vaccinated**, **not fully-vaccinated**, or if you are **not boosted** and you completed both doses of the Moderna or Pfizer vaccine *more* than 6 months ago or you completed the single dose of the J&J vaccine *more* than 2 months ago.

## WATCH YOURSELF FOR SYMPTOMS OF COVID-19

- Fever or chills
- Cough
- Shortness of breath or trouble breathing
- Tiredness
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

## PROTECT OTHERS WEAR A MASK AROUND OTHERS FOR 10 DAYS

Especially if you live with someone who is not vaccinated OR is at high risk of severe disease.

If you start to have COVID-19 symptoms...  
Get a test and stay home.

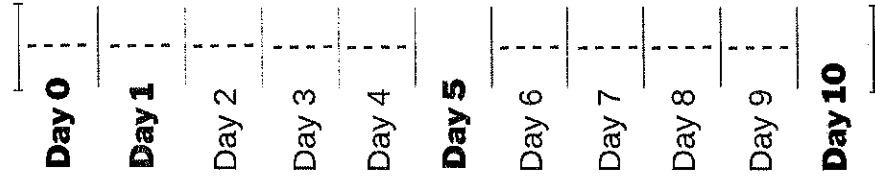
\*see "Isolation Guidance"

## WHAT TO DO: STAY HOME FOR 5 DAYS



If you have been within 6 feet of someone with COVID-19 for a total of 15 minutes or more on any day that they may have been infectious, **stay home for 5 days, monitor and mask** for at least 10 days, and test if possible.

If you cannot stay home for 5 days, mask around others for 10 days.



### Get tested, if possible.

**If test is positive:** Start isolation guidance\*. Stay home, wear a mask, and tell your close contacts.

**If test is negative:** Resume normal activities and continue to wear a mask around others.

### Last day of masking around others.

Isolation guidance and more resources at:  
[www.netracing.org](http://www.netracing.org)

# COVID-19 EXPOSED UP-TO-DATE ON YOUR VACCINE & BOOSTER

You are up-to-date if you have been boosted or you have completed the primary series (both doses) of the Moderna or Pfizer vaccine within the last 6 months or you have completed the primary series (single dose) of the J&J vaccine within the last 2 months.

## WATCH YOURSELF FOR SYMPTOMS OF COVID-19

- Fever or chills
- Cough
- Shortness of breath or trouble breathing
- Tiredness
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

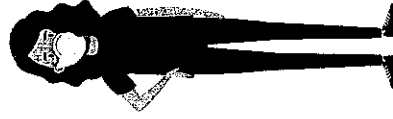
## PROTECT OTHERS WEAR A MASK AROUND OTHERS FOR 10 DAYS

Especially if you live with someone who is not vaccinated OR is at high risk of severe disease.

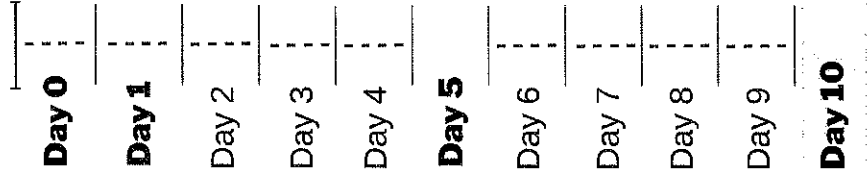
**If you start to have COVID-19 symptoms...**  
Get a test and stay home.

\*see "Isolation Guidance"

## WHAT TO DO: MONITOR, MASK & TEST



If you have been within 6 feet of someone with COVID-19 for a total of 15 minutes or more on any day that they may have been infectious, you should **monitor** and **mask** for at least 10 days, and **test** if possible.



### Get tested, if possible.

**If test is positive:** Start isolation guidance\*. Stay home, wear a mask, and tell your close contacts.

**If test is negative:** Resume normal activities and continue to wear a mask around others.

### Last day of masking around others.

Isolation guidance and more resources at:  
[www.netracing.org](http://www.netracing.org)

# COVID-19 POSITIVE OR SYMPTOMATIC: Isolation Guidance

If you have tested positive or have symptoms of COVID-19, you need to stay home and isolate for 5 days!

## GIVE SPACE TO PEOPLE YOU LIVE WITH & DO NOT HOST VISITORS

Stay in a separate part of your home when possible and use a different bathroom if you can.

## WEAR A MASK FOR 10 DAYS

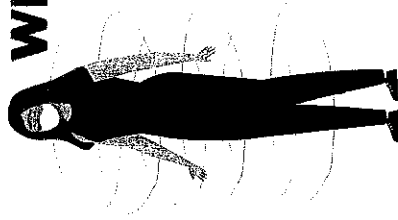
Over your mouth and nose. Even at home, if you live with other people.

## WASH YOUR HANDS

With soap and water, for 20 seconds each time you wash them.

## CLEAN ALL "HIGH TOUCH" SURFACES

Wipe down and sanitize shared spaces often.



## STAY HOME FOR 5 DAYS

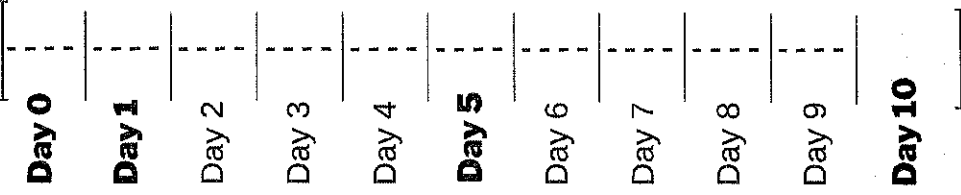
Start counting on the date of your positive test, OR on the first day of symptoms.

If you start out asymptomatic but get symptoms during your 10-day isolation period, begin the 10-day count again. The first day of symptoms is your new Day 0.

## WATCH FOR SYMPTOMS OF COVID-19

For a full list visit [www.cdc.gov](http://www.cdc.gov)

# WHAT TO DO: STAY HOME, MASK & MONITOR



## THE DATE OF YOUR POSITIVE TEST OR YOUR FIRST DAY OF SYMPTOMS\*

### THIS IS YOUR FIRST FULL DAY AFTER

- your positive test or
- your symptoms start.

## DAYS 5 NO FEVER

...and your other symptoms are gone or getting better?

Then you can leave your house.

Continue to wear a mask for 5 more days.

## DAYS WITH FEVER

Continue to stay home until your fever is gone and your symptoms are getting better.

Wear a mask until at least day 10.

## NO FEVER? NO SYMPTOMS?

Last day of masking around others.

## FEVER? SYMPTOMS?

Keep masking until your fever is gone.

More resources at: [www.netracing.org](http://www.netracing.org)