

Board of Education Regular Meeting

Monday, April 21, 2025 7:30 PM

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

## **Agenda**

1. Meeting Called to Order
  - 1.1. Roll Call
    - 1.1.1. Excused/Unexcused Absences
  - 1.2. Open Meeting Law
  - 1.3. Meeting Properly Published and Posted
2. Rules for Public Participation Stated
  - 2.1. Visitors
3. Consent Agenda
  - 3.1. Minutes of Previous Meetings
  - 3.2. Claims and Treasurer's Financial Report
4. Reports of Administrators and Committees
  - 4.1. Principal's Reports
  - 4.2. Activities Report
  - 4.3. Superintendent Report
  - 4.4. Board of Education Committee Report(s)
5. Review Policies 2005 and 2006.
6. Consider and take possible action to approve waiving the requirement for 1080 hours of instruction for the Seniors due to multiple weather closure days.
7. Consider and take possible action to approve funding for FCCLA to attend their National Convention.
8. Consider and take possible action to approve funding for FBLA to attend the National Convention.

9. Discuss and approve the resignation of Ms. Gabrielle Lanxon, Special Education Teacher, at the end of the 2024-25 contract year.
10. Discuss and approve an invoice from Mid-State Engineering and Testing for \$1,070.00.
11. Discuss and approve two invoices from Clark & Enersen Architects totaling \$392,523.75.
12. Discuss and approve an invoice from Hausmann Construction for \$426,014.17.
13. Discuss and approve an invoice from Nebraska/Central Equipment, Inc. for a new Blue Bird 61 passenger bus with a Handi-lift for \$147,256.00 to be paid from the depreciation fund.
14. Discuss and approve lease agreement with Eakes Office Solutions to extend current lease to the summer of 2027.
15. Discuss and approve new K-6 Social Studies Instructional Materials from Savvas Learning Company for \$25,457.91.
16. Discuss and approve Special Education Services Agreement with ESU 7 for the 2025-2026 school year.
17. Discuss and approve a certified teaching contract for Barbara Saathoff as a 0.5 FTE science teacher for the 2025-2026 school year.
18. Discuss and approve a certified teaching contract for Barb Kuntz as a 0.625 FTE science teacher for the 2025-2026 school year.
19. Discuss and approve the Elementary Principal Contract for Mrs. Brenda Buhl for the 2025-2026 school year.
20. Discuss and approve the Secondary Principal Contract for Mr. Andy Banahan for the 2025-2026 school year.
21. Positive Comments
22. Date, Time, and Location of Next Meeting
23. Adjournment

**Board of Education Regular Meeting**  
Elementary Media Center, Twin River Public School  
PO Box 640  
Genoa, NE 68640  
Monday, March 17, 2025 7:30 PM

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

1. Meeting Called to Order

1.1. Pledge of Allegiance

1.2. Roll Call

1.2.1. Excused/Unexcused Absences

1.3. Open Meeting Law

1.4. Meeting Properly Published and Posted

2. Rules for Public Participation Stated

2.1. Visitors

3. Consent Agenda

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

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

3.1. Minutes of Previous Meetings

3.2. Claims and Treasurer's Financial Report

4. Reports of Administrators and Committees

4.1. Principal's Reports

Buhl- On 2/28 6th grade presented Lion King Kids the musical with lots of great feedback. Hosted kindergarten round up on 3/10 and Pre-K round up on 3/13, had a great turn out. Title 1 on 3/11, at Childrens Museum (85 students attend). Mr. Reiff had 6-8 grade middle school musical festival in Wayne on 3/12 with several students being presented awards.

Banahan-Discussion with ESU and CTE teachers for vision of the future of CTE programs. Pre-ACT was rescheduled to 3/18 (sophomore class) and ACT is scheduled for 3/26 (junior class). NSCAS testing will be in April. MTSS continues to improve and move toward goal, working on master schedule and non negotiable that will be in place for next school year.

#### 4.2. Activities Report

Banahan-Zach Held was a wrestling state medalist, 3rd place at 120lbs. Boys basketball finished 11-14, girls basketball finished 13-11. Speech won the crossroads conference on 2/26, completed in districts on 3/17 with 4 state qualifiers. Speech plans to be starting JH soon, already meeting with 6th grade that have expressed interest. Baseball has 13 boys out and opener will be 3/21 in Genoa. Golf- 7 students out with 4 females and 3 males will make for a full team. Track- 37 participants and the first meet will be 3/21, JH has 33 kids. Lane Lund represented Twin River at the NSAA state basketball tournament by accepting the Believers and Achievers Award.

#### 4.3. Superintendent Report

Lecher-Construction is in full swing and cement footings are in on the south side of the west building. Update on the Eakes contracts for the next school year. Discussed a new boiler as one of the two has quit and will still be in the 1929 building and will be in operation for 1 more year. The elevator in the white building has been repaired.

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

5. Review Board Policies 2001, 2002, 2003, and 2004.

6. Discuss and approve on Second and Final Reading, Policy 6040 Prekindergarten Program.

Motion to approve Policy 6040 Prekindergarten Program Passed with a motion by Jeremy Vetick and a second by Chelsa Thompson.

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

7. Discuss and approve secondary MTSS action plan.

Motion to amend number 7 action item and make it a discussion item. Passed with a motion by Jeremy Vetick and a second by Chelsa Thompson.

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

8. Discuss and approve the Technology Support Service Agreement with ESU 7.

Motion to approve the Technology Support Service Agreement with ESU 7 Passed with a motion by John Reeg and a second by Alex Cornwell.

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

9. Discuss and approve the resignation of Ms. Kara Thompson, High School Resource Teacher, effective at the end of the 2024-25 school year.

Motion to approve the resignation of Ms. Kara Thompson, High School Resource Teacher, effective at the end of the 2024-25 school year Passed with a motion by John Reeg and a second by Chelsa Thompson.

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

10. Discuss and approve a certified teaching contract for Lauryn Weldon as a Special Education Teacher for the 2025-26 school year.

Motion to approve a certified teaching contract for Lauryn Weldon as a Special Education Teacher for the 2025-26 school year Passed with a motion by Jeremy Vetick and a second by John Reeg.

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

11. Discuss and approve a certified teaching contract for Michaila Gansebom as a band teacher for the 2025-26 school year.

Motion to approve a certified teaching contract for Michaila Gansebom as a band teacher for the 2025-26 school year Passed with a motion by Alex Cornwell and a second by Chelsa Thompson.

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

12. Discuss and approve a certified teaching contract for Aaron Rohde as an elementary teacher for the 2025-26 school year.

Motion to approve a certified teaching contract for Aaron Rohde as an elementary teacher for the 2025-26 school year. Passed with a motion by John Reeg and a second by Jeremy Vetick.

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

13. Discuss and approve the Superintendent Contract for Brandi Bartels to begin July 1, 2025.

Motion to approve the Superintendent Contract for Brandi Bartels to begin July 1, 2025 Passed with a motion by Chelsa Thompson and a second by John Reeg.

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

14. Discuss and approve the Superintendent Consultant Contract for Mrs. Brandi Bartels.

Motion to approve the Superintendent Consultant Contract for Mrs. Brandi Bartels Passed with a motion by John Nelson and a second by Chelsa Thompson.

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

15. Discuss and approve the request for sick bank days by two certified teachers.

Motion to approve the request for sick bank days by two certified teachers Passed with a motion by Alex Cornwell and a second by John Reeg.

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

16. Discuss and take possible action on the purchase of a new full-sized bus with a wheelchair lift.

Motion to approve the purchase of a full-sized bus with a wheelchair lift from Nebraska/Central Equipment, Inc. Tabled with a motion by John Nelson and a second by Chelsa Thompson.

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

17. Review Board of Education Goals.

18. Positive Comments

JenniferSwantek- attended Lion King. Kids and was very well done. Also, proud to have Lane Lund recognized for Believers and Achievers. Mr. Lecher- Boys basketball traveled to Alama for sub-districts and had a lot of positive comments on how respectful they were and how they represented the district. Alex Cornwell- Appreciation to everyone working hard in the midst of a crazy month with decreased temps and snow days.

19. Date, Time, and Location of Next Meeting

April 21, 2025 at 7:30pm at Elem Media Center

20. Executive Session

21. Adjournment

Motion to adjourn at 8:40 pm Passed with a motion by John Reeg and a second by Chelsa Thompson.

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

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Jennifer Swantek, Board President

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John Reeg, Board Secretary

# Check Journal

Fiscal Year: 2025

Check Number Invoice Account Number	Date Invoice Date	Vendor ID Invoice Date	Vendor Name PO Number	Vendor Name Ereq Num	PO Date	Description Account Description	Payable	Direct Deposit Accrued Payment
<b>Journal Number: 521</b>			<b>Lunch Expenditures April 2025</b>			<b>Posted: 04/15/2025</b>		
<b>Computer Checks</b>								
<b>06 - LUNCH FUND</b>								
Bank Account :B - Genoa Natl Bank Lun								
00008367	04/15/2025	FOODDIST	Food Distribution Program					
Apr 2025	04/15/2025				04/15/2025	food program		
06-2-03100-630-000-000			Food				-342.30	342.30
						Invoice Total:	-342.30	342.30
						Check Total:	-342.30	342.30
00008368	04/15/2025	HILADAIR	Hiland Dairy					
5095 Apr 2025	04/15/2025				04/15/2025	Dairy Products		
06-2-03100-630-000-000			Food				-1,736.63	1,736.63
						Invoice Total:	-1,736.63	1,736.63
						Check Total:	-1,736.63	1,736.63
						<b>06 - LUNCH FUND</b>	<b>-2,078.93</b>	<b>2,078.93</b>
						<b>Total of Computer Checks</b>	<b>-2,078.93</b>	<b>2,078.93</b>
Fund Summary								
06 - LUNCH FUND							-2,078.93	2,078.93
Payroll Summary								
						<b>Report Total:</b>	<b>-2,078.93</b>	<b>2,078.93</b>

**Twin River Board of Education**  
**Monday, April 21, 2025**

- Thursday, April 3, 2025
  - Elementary Music Concert-Kindergarten-5th Grade
  - 6th Grade performed on Monday, April 14th with the JH/HS
  
- ESU 7 CLSD Taskforce
  - Comprehensive Literacy State Development (CLSD)
  - NE State Literacy Goal: to ensure all students, particularly those in early grades, develop strong reading skills and have access to high-quality literacy instruction that prepares them for college, career, and civic life. The Nebraska Department of Education aims to increase third-grade proficiency in English Language Arts on the state assessment to 75% by 2030.
  - This includes a focus on early literacy development, supporting struggling readers, and providing professional development for educators.
  
- Upcoming schedule
  - Thursday, April 24
    - 1:30 dismissal, teacher work day, HS Track Invite
  - Tuesday, April 29
    - No students, teacher work day, JH Track Invite
    - Academic Honors Night
  - Monday, May 9
    - Pender Honor Band
  - Friday, May 9
    - Last day for Preschool
  - Tuesday, May 13
    - Elementary Track and Field Day
  - Wednesday, May 14
    - Last day for Kindergarten-11th grade
  
- Spring Testing
  - NSCAS - MAP - FastBridge will be completed
  
- 2025-2026 School year
  - Planning and preparation for next year continues

#### Staffing update

- Vocal Music and Special Education positions currently open in the district.
- Will continue to advertise for them and HS Science teacher moving forward

#### Testing Update

- NSCAS almost done, just Science testing and make-ups
  - Finishing this week.
- ACT/Pre ACT are both completed.
  - Looking at doing it on the same day next year.
  -

#### Upcoming Meetings

- Will be meeting with MTSS to discuss a behavior flow chart for High School.
- Working to get scheduling done, and students registered for classes.
- Ensuring that our master schedule works for all students
- Meeting with CTE teachers to continue to build upon the work they have done and create a vision/mission for the CTE programs.

#### Upcoming Events:

- Early out April 24, 2025
- No School April 29, 2025
- HS Awards Night - April 29, 2025
- Seniors last day of school May 2
- Graduation May 3rd (8 more days for Seniors)

## Update on Activities

### Speech -

- High School
  - Sent 4 students to State Speech
    - Austin Anderson - Entertainment & Duet (6th Place)
    - Noah Anderson - Program of Oral Interpretation & Poetry
    - Emaa Yrkoski - Informative (6th Place)
    - Parker Zabka - Duet (6th Place)
- Junior High
  - Lots of interest from students in grades 6-8 with close to 60 showing up for the informational meeting. Have roughly half of those out for speech.
  - Meets
    - David City - 13 students competing
      - Duet - Connor Strnad and Lane Kershaw - 6th
      - Declamation - William Percival 5th & Nolan Shanle 4th
      - Duet - Emmett Zarek and Nolan Shanle 3rd
      - Duet - Gavin Connelly and Hank Reyes - 1st
    - Upcoming
      - Norfolk - April 25
      - Twin River - April 26
      - Wayne - May 3

### Track and Field

- HS- Competed in 4 meets so far this season, with our home meet happening on Thursday April 24 starting at Noon.
  - Half way through our track season,
  - Remaining Meets
    - Arch Angels Invite 4/29
    - Crossroads conference May 3
    - Cross County May 8
    - Districts May 15 @ Aquinas
    - State May 23 @ Omaha Burke
- JH - Has competed in 4 meets so far, and have 4 meets remaining including their home meet on April 29th starting at 9:00 AM.

### Baseball

- Record 4-5
- Upcoming Games
  - 4/22 @ Wayne
  - 4/24 vs Aurora
  - 4/25 @ DC West
  - 4/30 @ Adams Central

- 5/1 vs Central City/Centura
- 5/6 vs Omaha Benson
- 5/8 - District Baseball Starts
- Have had a good showing so far this season, limited pitching has played a factor in some of these games with us being on the losing side of some close games. Spirits remain high and confident in where we currently sit in Class C.

#### Wrestling

- Had two wrestlers continue competing after the seasons ended in February.
  - Zach Held and Gavin Connelly both competing with the Nebraska state team.

#### FCCLA

- Attended State competition in Lincoln early in April. With 30 students representing Twin River at the State Level
  - 15 National Qualifiers to attend National FCCLA
  - Ms. Andreason was awarded the Advisor Committed to Excellence Award

#### FFA

- Attended State FFA the first week of April in Lincoln. With 28 students representing Twin River at the State Level
  - State Degrees
    - Lane Lund
    - Logan Kershaw
    - Clara Preister
    - Briley Cuba
    - Lindy Schmidt

#### FBLA

- Attended State competition in Kearney in early April. With 27 students representing Twin River at the State Level.
  - 9 National Qualifiers to attend National FBLA

#### Activities Director

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



Chris Lecher  
Superintendent

April 21, 2025

- Everyone needed Easter break
  - Short time to the end of the school year now
- Brooke will be officially done after this meeting and Keely has hit the ground running
- Dave Andreason retiring at the end of June
- A lot of different activity going on in the construction site. When weather good there are usually between 25-30 workers in that area
- Several items being delivered and stored
- Blocking off the backside of the parking lot for storage
- ALICAP annual visit update
- Still waiting on results from the Rule 10 visit/review
- I had 19 office days in March.
  
- **WE HAVE AWESOME STUDENTS AND STAFF AT TRPS!!!**
- **It's a GREAT day to be a Titan!!!!**

## **2005 Conflict of Interest**

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

a. Business with which a board member is associated shall include the following:

(1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

(2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.

b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

2. Contracts with the School District.

a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in

any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her parent, spouse, or child has a business association with the business involved in the contract or will receive a payment, fee, or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
  - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
  - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
  - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

### 3. Contracts with Board Member's Immediate Family.

- a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:
  - (1) All district employees.
  - (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

### 4. Employing Members of the Immediate Family.

- a. A board member may recommend for employment or supervise the employment of an immediate family member if:
  - (1) The board member does not abuse his or her position.
  - (2) Abuse of official position shall include, but not be limited to, employing an immediate family member:
    - (i) who is not qualified for and able to perform the duties of the position;
    - (ii) for any unreasonably high salary;
    - (iii) who is not required to perform the duties of the position.
  - (3) The board makes a reasonable solicitation and consideration of applications for employment.
  - (4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.
  - (5) The board approves the employment or supervisory position.

- b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
5. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
- a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
    - (1) a public official, public employee, or candidate.
    - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
    - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
  - b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.
  - c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.
  - d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.
6. Conflict of Interest Relating to Campaigning or Political Issues
- a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or

election of a candidate or the qualification, passage, or defeat of a ballot question.

- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
  - (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
  - (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

## 7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
  - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
  - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

#### 8. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
    - (1) The names of the contracting parties.
    - (2) The nature of the interest of the board member in question.
    - (3) The date that the contract was approved.
    - (4) The amount of the contract.
    - (5) The basic terms of the contract.
  - b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.
9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: June 19, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **2006 Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.

- b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
  - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may be submitted to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the respondent.
    - 1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
    - 1) All relevant details of the complaint;

- 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) The appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
  - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
  - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve allegations against the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:
  - a) When the complaint is about a board policy, not implementation of the policy;
  - b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
  - c) When the board is required by law, policy, or contract to hear a complaint or appeal.

If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

- d) This appeal must be in writing.
- e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated the decision to the complainant.
- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint or appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of the decision. If the complaint involves discrimination or harassment allegations against the

Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

- h) There is no appeal from any decision of the board unless authorized by law.
6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
  - b) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.

- d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
- e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the South Dakota Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a

disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent or board president without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: June 17, 2024

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

# AGREEMENT

## CONTRACTED LEVEL I, II, AND III SPECIAL EDUCATION SERVICES

**THIS AGREEMENT**, made and entered into this **5th** day of **March** by and between Educational Service Unit 7 of the State of Nebraska, hereinafter called “Servicing Agency” and **Twin River** hereinafter called “District.”

### **WITNESSETH:WITSSETH:**

1. That the Servicing Agency does hereby agree that it will furnish to the District the following described Special Education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the district prior to the district’s budget preparation.
2. That the Servicing Agency does hereby agree it will furnish to the District the following described special education services as follows:
3. Services shall be provided only to children who qualify for such services as specified in State Department of Education, Special Education Rules and Regulations (Rule 51).
4. The Servicing Agency shall supply recorded information on each child for whom services are contracted. The Servicing Agency agrees that it will confer with the School District personnel for purposes of evaluating each child’s progress.
5. The placing of a child in said program shall be made by joint decision of the Servicing Agency, the District, parents and/or guardians, and other members of the IEP team.
6. The Servicing Agency agrees to perform the services and the District agrees to pay in accordance with the Servicing Agency rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of **25-26** commencing no earlier than August **1, 2025** and ending no later than July 31, **2026** .
7. The Servicing Agency retains the right to designate personnel to provide services. All personnel provided by the Servicing Agency shall be endorsed to provide their respective services.
8. Policies regarding sick leave, personal leave, and professional leave shall be determined by the negotiated agreement with the Servicing Agency for personnel providing services to the District.
9. In the event that school district’s programming requirements and needs change at any time subsequent to and during the term of this agreement, the costs to the school established by this agreement, shall in mutual agreement between ESU 7 and the school district be adjusted and prorated and the parties may agree. Nothing in this paragraph, however, shall be construed to entitle the school district to abrogate this contract or declare it void. The district shall be obligated to pay all sums specified by this contract as due and owing the ESU 7 regardless of changes in circumstances within the district during the course of this contract. The ESU 7 shall, however, be obligated to meet with the school district and discuss in good faith alternatives to mitigating expense, reallocating staff, and other resources within the bounds of the law and as the ESU 7 may

in its sole discretion determine to be in the best interest of ESU 7 and the school district. Any and all changes or expenses incurred by ESU 7 in the course of performing its obligations pursuant to this agreement, or in preparing to do so, shall become due and payable by school district to ESU 7 upon billing in a manner consistent with the billing provision of this agreement.

**10.** If, for any reason the District does not pay as agreed, the Servicing Agency may cancel this contract and forthwith, without notice, refuse further services, without notice, to said district, but the District shall not be relieved from paying for services rendered by the Servicing Agency to the said District to date of termination of service. The District hereby expressly agrees, acknowledges and affirms that its refusal to pay for services rendered will result in the Servicing Agency refusal to render services in the future and that, by refusing to pay, the District does not and will not expect the Servicing Agency to provide services of any kind to the District until payment has been made in full.

**11.** The School District agrees that its payments will be made upon receipt of billing from the Servicing Agency. If the District refuses to make payment within sixty(60) days upon its receipt of billing, the outstanding amounts owed shall accrue in interest of the 1.25% per month or the maximum permitted by law, whichever is less, plus the expenses of collection.

**12.** It is understood and agreed, that in the event of any reason this contract does not comply with the State's requirement, it will be changed in accordance therewith, upon written notice by the Servicing Agency to the District and advising the District of the required changes to meet State requirements.

**13.** It is agreed this contract between the Servicing Agency and district must be signed by the District Board or Representative and returned to the Servicing Agency by **March 31, 2025**. The Servicing Agency's Board will then sign and return a copy of the contract to the District.

This agreement shall be binding upon the parties hereto and their successors. The persons executing this Agreement on behalf of the respective parties specifically acknowledge and represent that they have value authority to bind the party to whose benefit this Agreement had been executed.

**Signatures:**

\_\_\_\_\_  
**District Board Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**ESU 7 Servicing Agency Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**ESU 7 SPED Director**

\_\_\_\_\_  
**Date**



# Twin River

This document outlines the services your district has *projected* with ESU 7 for the 25-26 school year. Districts please return to Susan Olmer at ESU7 on or before March 31, 2025. If you have questions please contact Tami Clay.

	School Psychology	LMHP	Speech Lang. Pathologist	Deaf Education	Vision/TVI	O & M	Braille	Homebound Early Childhood	Transition	Resource Coach	Behavior Analyst	LA Para	Center Student (s)	Bridges	Learning Academy Student(s)	Total Hours
Building	1002	4071	4001	4024	4030	4048	4050	4003	2012	2002	2013	8001	4012	4021	4021	
0-2 Home								74.00								74.00
								8880.00								8880.00
Preschool Home																0.00
																0.00
Genoa Preschool								370.00								370.00
								44400.00								44400.00
K-6 Genoa Elem	444.00															444.00
	39960.00															39960.00
7-8 Genoa MS Sec										88.80					1480.00	1568.80
										8436.00					39960.00	48396.00
9-12 Genoa HS Sec	148.00				14.80				29.60		148.00					340.40
	13320.00				1628.00				2664.00		14060.00					31672.00
Preschool Non-Pub																
Elem Non-Pub																
Sec Non-Pub																
Regular Ed																
<b>Total Hours</b>	<b>592.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>14.80</b>	<b>0.00</b>	<b>0.00</b>	<b>444.00</b>	<b>29.60</b>	<b>88.80</b>	<b>148.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1480.00</b>	<b>173308.00</b>
<b>FTE</b>	<b>0.40</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.01</b>	<b>0.00</b>	<b>0.00</b>	<b>0.30</b>	<b>0.02</b>	<b>0.06</b>	<b>0.10</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>	<b>1.89</b>
<b>Rate</b>	90.00	85.00	90.00	120.00	110.00	130.00	50.00	120.00	90.00	95.00	95.00	25.00	25.00	27.00	27.00	
<b>Per Service Total</b>	53,280.00	0.00	0.00	0.00	1,628.00	0.00	0.00	53,280.00	2,664.00	8,436.00	14,060.00	0.00	0.00	0.00	39,960.00	<b>\$173,308.00</b>
	2 days wk									9 hrs week	1/2 4 hr				1 student	