

AGENDA

School District #145 - Waverly Public Schools

1. OPENING OF THE MEETING

1.1. Call to Order

1.2. Open Meetings Act

1.3. Publication of Meeting

1.4. Roll Call

1.5. Pledge of Allegiance

2. APPROVAL OF AGENDA

2.1. Approve Agenda

Approval of the agenda for the meeting Passed with a motion by Board Member #1 and a second by Board Member #2.

3. Discussion Items

3.1. Interim Waverly High School Principal

4. Convene Closed Session

4.1. Convene Closed Session

4.1.1. Restate Closed Session Reason

5. Reconvene to Open Session

5.1. Reconvene Open Session

To reconvene in open session Passed with a motion by Board Member #1 and a second by Board Member #2.

6. ACTION ITEMS

6.1. Interim Waverly High School Principal

Approve the hiring of Scott Shepard as the Interim Waverly High School Principal, for the period of October 27th, 2023 through May 31st, 2024, with a salary of \$85,635 Passed with a motion by Board Member #1 and a second by Board Member #2.

7. Adjournment

8. For Your Information

Meeting Notice

Notice of Special Board Meeting
School District 145 (aka Waverly Public Schools)

The School District 145-Waverly Board of Education will convene in special session at 6:00 P.M. on Thursday, October 26th, 2023 in the Central Office Board Room, 14511 Heywood Street, Waverly, Nebraska.

The agenda for this meeting, which shall be kept continually current, shall be readily available for public inspection at the School District 145-Waverly Central Office, located at 14511 Heywood Street, Waverly, Nebraska.

The purpose of this meeting is to discuss and approve the hiring of an interim principal at Waverly High School.

Posted this 24th day of October, 2023.



Cory Worrell
Superintendent

Scott H. Shepard

405 North 15th Street
Ashland, NE 68003

(815) 666-4893
shepcoach21@gmail.com

EDUCATION

Education Specialist
Wayne State College

Wayne, NE

Master of Education in Educational Leadership
Doane College

Lincoln, NE

Bachelor of Science in Mathematics (7-12)
Coaching Endorsement
Peru State College

Peru, NE

CERTIFICATION

Nebraska Superintendent Certification
Nebraska Standard Administrative Certificate
Illinois Administrative Certification
Nebraska Teaching Certificate

K-12, Expected 2023
(Secondary Principal Endorsement Grades 7-12)
(Secondary Principal Endorsement Grades 9-12)
(Secondary Endorsement – Mathematics 7-12)

PROFESSIONAL EXPERIENCE

Jr.-Sr. High School Principal
Raymond Central Public Schools

2022-2023
Raymond, NE

Assistant Superintendent for Educational Services and Strategic Partnerships
Community High School District 155

2017 - 2022
Crystal Lake, IL

Facilitated School Improvement Processes

- Lead the district in the strategic planning process - organized all teams and planning
- Developed a district report card & school profile
- Compiled information for the district assessment portfolio
- Developed a manufacturing committee to provide opportunities for students
- Revised discipline policy to focus on restorative justice
- Created a new district teacher evaluation process
- Added additional distance learning and dual credit classes through community colleges
- Implemented a 1-1 Technology program for all students in two districts, including support and professional development
- Piloted and initiated the use of a learning management system (Canvas) for the district
- Developed multiple safety plans for the district dealing with COVID19

Financial Planning, Budgeting & Reporting

- Managed multiple budgets, grants and building projects: filing applications, reporting data

- Negotiated contracts and Memorandum of Understandings with Unions
- Coordinating efforts to pass bonds, build new buildings and upgrade current facilities

High School Principal

Crystal Lake South High School Community High School District 155 IL	2013-2017 Crystal Lake,
Marengo High School Community High School District 154	2008-2013 Marengo, IL
Platteview High School South Sarpy District #46	2002-2008 Springfield, NE
West Point High School Junior/ Senior High School Principal	2000-2002 West Point, NE
Lincoln Christian High School Assistant Junior/ Senior High School Principal Activities Director for Junior/ Senior High	1996-2000 Lincoln, NE

- Created new programs and raised standards (Gotcha Good Awards/ John Baylor Test Prep)
- Increased communication between administration, staff, and community (Parent breakfasts, Parent Advisory Committee, Strategic Planning Committee, Department/ Division Leadership Teams, Presentations to Local Board and State/ National Conferences, created a Veteran's Day Program in each district)
- Developed school safety plans (staff trainings, coordinate with local law enforcement drills, coordinate external evaluation of school safety plan)
- Created process to identify students needing support in English, Math and Reading for support programs

Teacher/Coach

Lincoln Christian High School Secondary Mathematics Teacher/ Head Boys Basketball Coach/ Jr High Football Coach Lincoln, NE	1994-1999
Plainview High School Secondary Mathematics Teacher/ Head Boys Basketball Coach/ Asst Track Coach Plainview, NE	1992-1994
Eustis-Farnam High School 1991-1992 Secondary Mathematics Teacher/ Head Boys Basketball Coach/ Asst Football Coach Eustis, NE	

PROFESSIONAL INVOLVEMENT & DEVELOPMENT

- McHenry County Manufacturing Consortium - Founding member as the consortium has grown from 6 to 60 manufacturing based industries that are providing career experiences to students that will provide a pipeline of future employees to the community
- Illinois Principals Association – Member, Presenter on school improvement through data analysis
- AASA – The School Superintendents Association – Member
- Illinois Association of School Boards – Member
- Association of Supervision and Curriculum Development

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- HumanEx/Ventures for Excellence Trained Interviewer

REFERENCES

Mr. Steve Olson
Superintendent – D155
1 South Virginia Road
Crystal Lake, IL 60014
(815) 455-8500 Ext 1023 (Letter included)

Mr. Jay Sargeant
Assistant Supt. for Human Resources - D155
1 South Virginia Road
Crystal Lake, IL 60014
(815) 455-8500 Ext 1023

Dr. Dan Bertrand
Retired Superintendent - Marengo Comm. H.S. D154
7116 Paulson Drive
Marengo, IL 60152
(815)790-3313 (Letter included)

Mr. Josh Nobilio
Principal – Crystal Lake South High School
1200 McHenry Ave
Crystal Lake, IL 60014
(815) 455-3860 (Letter included)

Mrs. Lynn Johnson
Superintendent - Raymond Central Schools
1800 W. Agnew Road
Raymond, NE 68248
(402) 785-2615

**WAVERLY SCHOOL DISTRICT 145 - CONTRACT OF EMPLOYMENT
WITH INTERIM PRINCIPAL – 2023-2024 SCHOOL YEAR**

THIS CONTRACT is made by and between the Board of Education of the Lancaster County School District Number 145, a/k/a Waverly School District 145, hereinafter referred to as "the Board", and Scott Shepard, for the position of Interim High School Principal, hereinafter referred to as "the High School Principal."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 27th day of October, 2023, the Board hereby agrees to employ the High School Principal, and the High School Principal hereby agrees to accept such employment, subject to the following terms and conditions:

Section 1. Term of Contract, Waiver of Continuing Contract Rights, Resignation and Cancellation.

A. Term of Contract: In light this being an Interim or temporary employment position, the High School Principal and the Board of Education specifically agree that the High School Principal shall be employed on a temporary, interim basis from the date of execution of this Agreement until May 31, 2024.

B. Waiver of Continuing Contract Rights: As a material consideration of the High School Principal's agreement to enter into this contract, the High School Principal hereby waives any and all continuing contract rights and rights to substantive and procedural due process under state or federal law, including but not limited to all rights under the Nebraska Teacher Tenure Act, *Neb. Rev. Stat. § 79-824 through 79-842*, as it now exists or may be amended in the future, or under any other applicable state or federal constitutions, statutes or common law.

C. Resignation Effective May 31, 2024: As additional consideration for the terms of this contract, the High School Principal hereby voluntarily, unconditionally, and irrevocably resigns from the position of High School Principal effective May 31, 2024. The High School Principal and the Board of Education further specifically agree that the High School Principal's signature on this Agreement shall constitute such resignation and the Board of Education's approval and signing of this contract shall constitute its acceptance of such resignation. It is understood that the Board of Education has changed its position in reliance on the High School Principal's resignation herein and that as such, it may not be withdrawn once this contract is signed absent a mutual written agreement of the parties. In light of the High School Principal's resignation herein, this contract shall terminate by its terms and end without the need of any additional notice to the Board of Education or High School Principal or any further or other action by the Board of Education or High School Principal on May 31, 2024.

D. Cancellation of Contract: This contract may be cancelled pursuant to Section 5 of this contract.

Section 2. Compensation and Benefits:

A. Salary: In consideration of the High School Principal's services rendered to the District, the District shall pay the High School Principal a monthly salary of \$12,000 per month for the remaining months under this Agreement. Such monthly salary amounts shall be paid by the eighth day of each month for the work performed the prior month, beginning during the month of November 2023. Such monthly salary amounts will be subject to withholdings of income tax, social security, and other deductions required by law. The Board retains the right to adjust the High School Principal's monthly salary upward during the term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The High School Principal's monthly salary shall not be reduced during the term of this Contract. In addition, during the November 2023 pay period, the district shall pay the High School Principal's per diem rate (\$545 per day, before withholdings) to the High School Principal for the following workdays: October 27th, 30th, 31st.

B. Fringe Benefits:

1. Health Insurance: The School District shall not provide the High School Principal with any health, accident, or dental insurance under the School District's group insurance policy.

2. Long Term Disability Insurance: The District shall not provide the High School Principal with any long term disability insurance under the District's group insurance plan.

3. *Vacation and Leave Benefits.*

a. **Vacation or Personal Leave:** The High School Principal shall be provided with two personal leave days during the term of this Agreement. The High School Principal may only take personal leave with the advanced approval of the Superintendent. Any personal leave in excess of the High School Principal's two days must be approved in advance by the Superintendent and will be subject to a deduction in pay for such day.

b. **Holidays:** The High School Principal will not be required to perform duties on any regularly scheduled holidays or school vacation days during the term of this Agreement.

c. **Sick Leave:** The High School Principal shall be provided with seven sick leave days during the term of this Agreement. The High School Principal may only take sick leave when he is sick or has an urgent medical appointment or a member of his immediate family is sick or has an urgent medical appointment. The High School Principal may be required to furnish a doctor's note to the Superintendent to substantiate a sick leave day if the Superintendent requests a doctor's note.

d. **Bereavement Leave:** The High School Principal shall be provided with three bereavement leave days during the term of this Agreement. The High School Principal may only take bereavement leave with the advanced approval of the Superintendent.

4. *Meetings and Dues:* The High School Principal shall attend appropriate professional meetings at the local and state levels, provided that such attendance does not interfere with the proper performance of High School Principal's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. The Board shall pay dues for professional organizations suitable for the High School Principal's position upon the High School Principal's request and shall pay dues for the High School Principal's membership in the Nebraska Council of School Administrators.

5. *Transportation Expenses:* The reasonable and necessary expenses of transportation required in the performance of High School Principal's official duties shall be reimbursed at the rate set annually by the Board for District travel, except for travel in the High School Principal's personal vehicle. The Board shall reimburse the High School Principal for transportation in his personal vehicle as required in the performance of his official duties at the maximum rate per mile as established under the Internal Revenue Code.

6. *Indemnification:* The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the High School Principal from any and all demands, claims, suits, actions, and legal proceedings brought against the High School Principal in the High School Principal's individual capacity or the High School Principal's official capacity as an agent or employee of the District, provided that the incident arose while the High School Principal was acting (or, in good faith, reasonably believed that the High School Principal was acting) within the scope of the High School Principal's employment with the District and the District is not in an adverse position in the legal proceedings.

Section 3. *Professional Status.* The High School Principal hereby affirms that he is not under contract with another School Board or Board of Education covering any part of or all of the same term provided in this Agreement. The High School Principal further affirms that throughout the term of this Agreement he will hold a valid and appropriate certificate to act as a High School Principal of Schools in the State of Nebraska. The High School Principal represents that he has a 180-day bon-a-fide separation from any previous participating employer in the Nebraska Public Employees Retirement Systems and that he had no prior agreement arranged with the district to become the High School Principal.

Section 4. *High School Principal's Duties.* The High School Principal shall organize and arrange the administrative and supervisory staff of the district in a manner which best serves the schools of the district. The High School Principal shall be in charge of the overall operation of the High School. The High School Principal agrees to devote his time, skill, labor and attention to his duties as High School Principal throughout the term of this Agreement.

Section 5. *Cancellation.* This Agreement may be cancelled or amended during its term by a majority of the members of the School Board during the term of the Agreement by reason of just cause. Such reasons may include, but are not limited to the following: (a) upon cancellation, termination, revocation, or suspension of his Nebraska Administrative and Supervisory Certificate, or his Nebraska Professional Administrative and Supervisory Certificate, by the State Board of Education; (b) breach of any of the material provisions of this Agreement; (c) for any of the reasons set forth in this Agreement; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g)

insubordination; (h) immorality; (a) physical or mental incapacity; (j) intemperance; or (k) conviction of a felony. The procedures for cancellation during the term of the contract shall be in accordance with *Neb. Rev. Stat. § 79-832*; provided that the reference to and use of such procedures do not in any manner obviate the High School Principal's waiver of rights under the Nebraska Teacher Tenure Act, *Neb. Rev. Stat. § 79-824* through *79-842* set forth in Section 1 above.

Section 6. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the High School Principal from this Agreement; provided no resignation shall become effective until expiration of this Agreement.

Section 7. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this Agreement for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the monthly salary specified as the number of days or fraction thereof to the date of such termination bears to the monthly salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of cancellation of this Contract, and any sums owing to the District by the High School Principal, shall be set off from sums due to the High School Principal and, if the sums owing to the District are in excess of the sums due the High School Principal, the amount owing shall be immediately refunded by the High School Principal.

Section 8. Governing Laws. The parties shall be governed by all applicable laws of the State of Nebraska, and such other applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

Section 9. Amendments to be in Writing. This Contract may be modified or amended only by a writing duly authorized and executed by the High School Principal and the Board.

Section 10. Deadline to Submit. If the High School Principal does not accept and deliver one signed copy of this Agreement to the Superintendent of Schools on or before October 25, 2023, at 4:00pm, then this Agreement, and all of its terms, shall automatically become null and void.

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

EXECUTED BY THE BOARD this _____ day of October, 2023.

LANCASTER COUNTY SCHOOL DISTRICT
NO. 145, A/K/A WAVERLY SCHOOL DISTRICT
145

By: _____
President, Board of Education

Secretary, Board of Education

EXECUTED BY THE HIGH SCHOOL PRINCIPAL this _____ day of October, 2023.

Scott Shepard, High School Principal