

Regular Meeting of the Shelton Public Schools Board of Education
Monday, March 18, 2024
the Elementary Conference Room
7:30 PM Central

1. Call to order and roll call
2. Routine matters
 - 2.a. Review and approve minutes
 - 2.b. Review and approve claims
3. Request to address the Board of Education
4. Reports
 - 4.a. Financial Report
 - 4.b. Board Report
 - 4.c. Superintendent's Report
 - 4.d. Secondary Principal's Report
 - 4.e. Elementary Principal's Report
5. New Business
 - 5.a. Discussion and possible action regarding security camera bids for the ESSER III project.
 - 5.b. Discussion and possible action regarding a contract with Coke or Pepsi
 - 5.c. Discussion and possible action to replace wheel-chair lift in the old gym
 - 5.d. Consideration to approve Kambria Chohon letter of resignation
 - 5.e. Consideration to approve a teaching contract for Mike Lowe for the 24-25 school year.
 - 5.f. Discussion and possible action regarding superintendent goals
 - 5.g. Consideration to approve ESSA Title Funds consortium with ESU 10 for the 24-25 school year
6. Old Business

7. Adjournment

Regular Meeting of the Shelton Public Schools Board of Education
Monday, February 12, 2024
the Elementary Conference Room
7:30 PM

President Lewis called the Regular Meeting of the Shelton Public Schools Board of Education to order at 7:30 PM on Monday, February 12, 2024 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2003. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Present, Emmy Power: Present, Lisa Stewart: Present, Dana Tompkin: Present. Present: 6.

Administrators Dr. Gannon, Mrs. Meyer and Mr. Kenton were present as well as 2 visitors.

2. Routine matters

2.a. Review and approve minutes

Motion made by Kay Johnson seconded by Dana Tompkin to review and approve minutes from the January 15, 2024 meeting as presented. Vote: Passed

Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea
Yea: 6, Nay: 0

2.b. Review and approve claims

Motion made by Lisa Stewart seconded by Russ Muhlbach to review and approve claims from 56359 to 56410 in the amount of \$205,072.10 plus regular payroll. Vote: Passed

Dana Tompkin: Abstain (With Conflict), Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea
Yea: 5, Nay: 0, Abstain (With Conflict): 1

3. Request to address the Board of Education

No requests were made to address the board.

4. Reports

4.a. Financial Report

Dr. Gannon reported on the financial aspect of the district and information regarding the school capital improvement schedule.

4.b. Board Report

No committees have met during this past month.

4.c. Superintendent's Report

Dr. Gannon reported on the Rule 10 safety audit. The school is sending a team to ESU 10 for a School Culture Training and School Mental Health Summit on March 26-27. The board along with Dr. Gannon reviewed the superintendent quarterly goals.

4.d. Elementary Principal's Report

Mr. Kenton reported a current elementary enrollment of 171 students. Parent-teachers conferences will be held on February 14th and 15th. Planning for the 2024-2025 school year is underway and the school is currently accepting PK applications. Kindergarten registration is scheduled for March 15th.

4.e. Secondary Principal's Report

Mrs. Meyer reported a 7-12 enrollment of 110 students. The scheduling committee has started work on the 2024-2025 class offerings. KSB assembly on phone and social media safety was moved to March 13, 2024. Winter sports are starting to wrap up with sub-districts, districts and state competitions.

5. New Business

5.a. Discussion and possible action regarding shot clocks for the 24-25 school year as required by the new NSAA ruling.

Motion made by Russ Muhlbach seconded by Kay Johnson to approve the shot clock quotes and purchase as presented. Vote: Passed

Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea
Yea: 6, Nay: 0

5.b. Discussion and possible action regarding superintendent goals.

Discussion and update on the superintendent's quarterly goals, action was tabled until next month.

5.c. Review and/or revise Policy 3024 Inclement Weather and Activities Handbook page 10 section K to include language about evening activities on snow days.

Motion made by Chris Lewis seconded by Emmy Power to approve revisions to Policy 3024 Inclement Weather as well as the Activities Handbook to include language about snow days.
Vote: Passed

Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea
Yea: 6, Nay: 0

5.d. Discussion and possible action regarding NPAIT and Cornerstone Interest Rates

The board decided to continue all financial business, including savings and possible investments with Cornerstone Bank.

5.e. Discussion and possible action to approve bids to replace the handicap-accessible lift in the old gym.

Item tabled for more bids/information.

5.f. Consideration to approve ESU 10 Special Education Contracts for the 24-25 school year

Motion made by Lisa Stewart seconded by Kay Johnson to approve the ESU 10 Special Education Contracts for the 24-25 school year. Vote: Passed

Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea
Yea: 6, Nay: 0

6. Old Business

7. Adjournment

Motion made by Kay Johnson seconded by Russ Muhlbach to adjourn at 10:19 pm. Vote: Passed

Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea
Yea: 6, Nay: 0

Respectfully Submitted,
Lisa Stewart, Secretary

Shelton Public School

Check Register Report by Check Number

Bank: [All]; Bank Account: [All]; Begin Check Number: 56414; End Check Number: 56461; Check Status: Paid; Created On: 3/12/2024 11:55:47 AM

Bank	Account Number				
Cornerstone Bank	031038968				
Paid Date	Check Number	Type	Vendor Name	Amount	Check Status
3/18/2024	56414	Payroll Liability	Aflac	\$2,043.12	Paid
3/18/2024	56415	Payroll Liability	Blue Cross Blue Shield	\$55,379.87	Paid
3/18/2024	56416	Payroll Liability	Companion Insurance Company	\$109.50	Paid
3/18/2024	56417	Payroll Liability	Credit Management Services, Inc.	\$214.53	Paid
3/18/2024	56418	Payroll Liability	Dist. 19 Payroll Acct.	\$6,661.34	Paid
3/18/2024	56419	Payroll Liability	District 19 Payroll Acct.	\$44,806.22	Paid
3/18/2024	56420	Payroll Liability	Horace Mann Life Insurance Co	\$200.00	Paid
3/18/2024	56421	Payroll Liability	Payroll Account - Dist 19	\$225.00	Paid
3/18/2024	56422	Payroll Liability	Principal Life Insurance Co	\$771.36	Paid
3/18/2024	56423	Payroll Liability	Shelton School Payroll Acct.	\$41,391.76	Paid
3/18/2024	56424	Payroll Liability	Vision Service Plan	\$525.35	Paid
3/18/2024	56425	Accounts Payable	Amazon Capital Services, Inc.	\$581.11	Paid
3/18/2024	56426	Accounts Payable	Apple, Inc.	\$1,851.00	Paid
3/18/2024	56427	Accounts Payable	Apptegy, Inc.	\$7,158.50	Paid
3/18/2024	56428	Accounts Payable	BB's Parts & Service	\$77.75	Paid
3/18/2024	56429	Accounts Payable	Black Hills Energy	\$4,381.10	Paid
3/18/2024	56430	Accounts Payable	Business Card	\$2,702.69	Paid
3/18/2024	56431	Accounts Payable	Clipper Publishing Co., Inc.	\$1,767.06	Paid
3/18/2024	56432	Accounts Payable	Communications Engineering, Inc.	\$468.20	Paid
3/18/2024	56433	Accounts Payable	Construction Rental Kearney	\$84.00	Paid
3/18/2024	56434	Accounts Payable	Copper Penny Station, LLC	\$1,805.59	Paid
3/18/2024	56435	Accounts Payable	Culligan	\$47.00	Paid
3/18/2024	56436	Accounts Payable	DAS State Accounting - Central Finance	\$456.11	Paid
3/18/2024	56437	Accounts Payable	Eakes Office Solutions	\$4,492.52	Paid
3/18/2024	56438	Accounts Payable	Educational Service Unit #10	\$28,291.79	Paid
3/18/2024	56439	Accounts Payable	Heartland Disposal, Inc.	\$400.00	Paid
3/18/2024	56440	Accounts Payable	Held, Shanna R	\$19.28	Paid
3/18/2024	56441	Accounts Payable	Hobby Lobby Stores, Inc	\$109.10	Paid
3/18/2024	56442	Accounts Payable	Hometown Leasing	\$653.27	Paid
3/18/2024	56443	Accounts Payable	J.W. Pepper & Son, Inc.	\$160.98	Paid
3/18/2024	56444	Accounts Payable	KSB School Law PC LLO	\$315.00	Paid
3/18/2024	56445	Accounts Payable	Larry's Market	\$155.76	Paid
3/18/2024	56446	Accounts Payable	Lincoln Journal Star	\$24.44	Paid
3/18/2024	56447	Accounts Payable	Masters True Value	\$43.69	Paid
3/18/2024	56448	Accounts Payable	Matheson Tri-Gas, Inc.	\$79.25	Paid
3/18/2024	56449	Accounts Payable	MCI	\$63.83	Paid
3/18/2024	56450	Accounts Payable	Nebraska Central Telephone Co	\$268.94	Paid
3/18/2024	56451	Accounts Payable	Nebraska Public Power Dist.	\$3,585.71	Paid
3/18/2024	56452	Accounts Payable	Optum	\$150.00	Paid
3/18/2024	56453	Accounts Payable	Petals and Pictures	\$62.00	Paid
3/18/2024	56454	Accounts Payable	Province, Ryan T.	\$448.03	Paid
3/18/2024	56455	Accounts Payable	Rasmussen Mechanical Services	\$154.32	Paid
3/18/2024	56456	Accounts Payable	Really Good Stuff LLC	\$53.97	Paid
3/18/2024	56457	Accounts Payable	Shelton School Petty Cash	\$379.50	Paid
3/18/2024	56458	Accounts Payable	Village Of Shelton	\$983.87	Paid
3/18/2024	56459	Accounts Payable	Wilcox-Hildreth Public Schools	\$60.00	Paid
3/18/2024	56460	Accounts Payable	Woodward Disposal Service, Inc.	\$26.50	Paid
3/18/2024	56461	Accounts Payable	Yanda's Music	\$193.00	Paid

Sub Total				\$214,882.91	
Grand Total				\$214,882.91	

Shelton Public School

Check Listing Report

Accounting Cycle: FY23-24; Begin Date: 03/01/2024; End Date: 03/31/2024; Bank: [All]; Sort By Element: FUND;
Account Expression: ([FUND] = "01") ; Created On: 3/12/2024 11:51:37 AM

Check Date	Check Number	Payee	Type	Amount
03/18/2024	56425	Amazon Capital Services, Inc.	Accounts Payable	\$581.11
03/18/2024	56426	Apple, Inc.	Accounts Payable	\$1,851.00
03/18/2024	56427	Apptegy, Inc.	Accounts Payable	\$7,158.50
03/18/2024	56428	BB's Parts & Service	Accounts Payable	\$77.75
03/18/2024	56429	Black Hills Energy	Accounts Payable	\$4,381.10
03/18/2024	56430	Business Card	Accounts Payable	\$2,702.69
03/18/2024	56431	Clipper Publishing Co., Inc.	Accounts Payable	\$1,767.06
03/18/2024	56432	Communications Engineering, Inc.	Accounts Payable	\$468.20
03/18/2024	56433	Construction Rental Kearney	Accounts Payable	\$84.00
03/18/2024	56434	Copper Penny Station, LLC	Accounts Payable	\$1,805.59
03/18/2024	56435	Culligan	Accounts Payable	\$47.00
03/18/2024	56436	DAS State Accounting - Central Finance	Accounts Payable	\$456.11
03/18/2024	56437	Eakes Office Solutions	Accounts Payable	\$4,492.52
03/18/2024	56438	Educational Service Unit #10	Accounts Payable	\$28,291.79
03/18/2024	56439	Heartland Disposal, Inc.	Accounts Payable	\$400.00
03/18/2024	56440	Held, Shanna R	Accounts Payable	\$19.28
03/18/2024	56441	Hobby Lobby Stores, Inc	Accounts Payable	\$109.10
03/18/2024	56442	Hometown Leasing	Accounts Payable	\$653.27
03/18/2024	56443	J.W. Pepper & Son, Inc.	Accounts Payable	\$160.98
03/18/2024	56444	KSB School Law PC LLO	Accounts Payable	\$315.00
03/18/2024	56445	Larry's Market	Accounts Payable	\$155.76
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03/18/2024	56447	Masters True Value	Accounts Payable	\$43.69
03/18/2024	56448	Matheson Tri-Gas, Inc.	Accounts Payable	\$79.25
03/18/2024	56449	MCI	Accounts Payable	\$63.83
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03/18/2024	56452	Optum	Accounts Payable	\$150.00
03/18/2024	56453	Petals and Pictures	Accounts Payable	\$62.00
03/18/2024	56454	Province, Ryan T.	Accounts Payable	\$448.03
03/18/2024	56455	Rasmussen Mechanical Services	Accounts Payable	\$154.32
03/18/2024	56456	Really Good Stuff LLC	Accounts Payable	\$53.97
03/18/2024	56457	Shelton School Petty Cash	Accounts Payable	\$379.50
03/18/2024	56458	Village Of Shelton	Accounts Payable	\$983.87
03/18/2024	56459	Wilcox-Hildreth Public Schools	Accounts Payable	\$60.00
03/18/2024	56460	Woodward Disposal Service, Inc.	Accounts Payable	\$26.50
03/18/2024	56461	Yanda's Music	Accounts Payable	\$193.00
Sub Total				\$62,554.86

Petty Cash Reimbursement - 2/13/2024-3/7/2024					
Date	Check #	Vendor	Cost	Program	Amount
2/13/2024	3498	VOID		Speech	\$286.00
2/13/2024	3499	VOID		Sec Misc	\$38.16
2/13/2024	3500	Sam's Club	\$ 93.50	HS SPED	\$ 55.34
2/16/2024	3501	Elm Creek Public School	\$ 35.00	Athletics	\$ 675.00
2/14/2024	3502	Cash-Meals for State Wrestling	\$ 675.00		
2/22/2024	3503	Centura Public School	\$ 48.00		
3/7/2024	3504	Lincoln Southwest	\$ 203.00		
		Total	\$ 1,054.50		\$1,054.50
		General Fund		Activity Fund	
		\$379.50		\$675.00	

Mar-24

Card-8527	Vendor	Cost	Program	Amount
	Edweek Digital	\$ 9.95	Admin Supply	\$ 9.95
Card-4217			Fuel	\$ 42.73
	Phillips 66	\$ 42.73	Athletics	\$ 2,222.26
	Hilton Garden Inn	\$ 1,855.44	Travel Fundraiser	\$ 300.00
	HGI Hotel	\$ 366.82	Elem SPED	\$ 241.95
Card-3923	EF Education First	\$ 300.00	Music	\$ 50.10
	Everyday Speech	\$ 9.99	Postage	\$ 1,557.47
	SheetMusicPlus	\$ 50.10	HS SPED	\$ 200.00
	USPS	\$ 1,557.47	Gifted	\$ 333.62
Card-0236	UNL College of ED	\$ 400.00	Professional Travel	\$ 266.87
	NEGifted Conference	\$ 333.62		
Card-1074	LessonPix	\$ 31.96		
Card-4738	Hilton	\$ 266.87		
	Total	\$ 5,224.95	Total	\$ 5,224.95

General Fund

\$2,702.69

Activity Fund

\$2,522.26

DISTRICT 19 FINANCIAL STATUS AS OF March 5,2024

CASH RESERVES:

GENERAL FUND CASH RESERVE	(2/29/2024 Interest + \$2,032.64)	\$766,219.37
SPECIAL BUILDING CASH RESERVE	(2/29/2024 Interest + \$260.44)	\$88,142.97

TOTAL CASH RESERVE ACCOUNTS: \$854,362.34

SAVINGS:

GENERAL FUND CR SAVINGS 5882	\$296,851.72
	\$296,851.72

UNEMPLOYMENT SAVINGS #5891	\$25,705.84
VEH/BUS ACQ. Savings #9457	\$84,352.23
TECHNOLOGY ACQ SAVINGS # 5918	\$52,132.15
PARKING LOT DEPR. SAVINGS #5909	\$71,578.79
BAND UNIFORM SAVINGS #5900	\$0.10
HVAC Savings #9475	\$151,646.90

TOTAL DEPRECIATION SAVINGS: \$385,416.01

TOTAL SAVINGS: \$682,267.73

TOTAL OF DISTRICT FUNDS: \$1,536,630.07

<u>TAXES:</u>	<u>GENERAL</u>	<u>BUILDING</u>	<u>FUND TOTALS:</u>	
BUFFALO	\$337,412.56	\$439.24	GENERAL	\$1,063,071.09
HALL	\$86,408.22	\$193.03	DEPRECIATION	\$385,416.01
ADAMS	\$0.00	\$0.00	LUNCH	\$7,345.77
KEARNEY	\$3,968.24	\$0.00	SPECIAL BLDG	88,142.97
TOTAL TAXES	\$427,789.02	\$632.27		

Net Wages	\$ 163,264.86
Employee - Liabilities	\$ 93,859.36
General Fund Expenditures	\$ 62,554.86
Receipts for February 2024	\$ 534,083.74

SHELTON PUBLIC SCHOOLS: GENERAL FUND MONTHLY COMPARISON

	2022-23	2023-24		2022-23	2023-24
Sept. Expenditures Reported @ Board Mtg	\$94,052.00	\$93,109.00	Mar. Expenditures Reported @ Board Mtg	\$51,047.00	
Sept. Net Payroll	\$241,594.00	\$253,040.00	Mar. Net Payroll	\$252,300.00	
Sept. EOM Expenditures			Mar. EOM Expenditures		
Total Sept. Expenditures	335,646.00	346,149.00	Total Mar. Expenditures	\$303,347.00	\$0.00
Percent of Budget Spent	4.92%	5.08%	Accumulated Totals	\$2,250,396.00	\$2,006,925.00
Cash On Hand	\$1,539,367.00	\$1,813,436.00	Percent of Budget Spent	4.45%	0.00%
			Cash On Hand	\$1,042,928.00	
Oct. Expenditures Reported @ Board Mtg	\$84,336.00	\$77,028.00			
Oct. Net Payroll	\$240,976.00	\$257,895.00	April Expenditures Reported @ Board Mtg	\$65,530.00	
Oct. EOM Expenditures			April Net Payroll	\$242,787.00	
Total Oct. Expenditures	325,312.00	334,923.00	April EOM Expenditures		
Accumulated Totals	\$660,958.00	\$681,072.00	Total April Expenditures	\$308,317.00	\$0.00
Percent of Budget Spent	4.77%	4.91%	Accumulated Totals	\$2,558,713.00	\$2,006,925.00
Cash On Hand	\$1,356,701.00	\$1,651,848.00	Percent of Budget Spent	4.52%	0.00%
			Cash On Hand	\$1,056,228.00	
Nov. Expenditures Reported @ Board Mtg	\$68,926.00	\$80,361.00	May Expenditures Reported @ Board Mtg	\$71,765.00	
Nov. Total Payroll	\$245,884.00	\$265,893.00	May Net Payroll	\$243,409.00	
Nov. EOM Expenditures			May EOM Expenditures		
Total Nov. Expenditures	314,810.00	346,254.00	Total May Expenditures	\$315,174.00	\$0.00
Accumulated Totals	\$975,768.00	\$1,027,326.00	Accumulated Totals	\$2,873,887.00	\$2,006,925.00
Percent of Budget Spent	4.62%	5.08%	Percent of Budget Spent	4.62%	0.00%
Cash On Hand	\$1,097,486.00	\$1,336,760.00	Cash On Hand	\$1,788,144.00	
Dec. Expenditures Reported @ Board Mtg	\$88,189.00	\$84,480.00	June Expenditures Reported @ Board Mtg	\$90,172.00	
Dec. Total Payroll	\$243,477.00	\$260,095.00	June Net Payroll	\$235,878.00	
Dec. EOM Expenditures			June EOM Expenditures		
Total Dec. Expenditures	331,666.00	344,575.00	Total June Expenditures	\$326,050.00	\$0.00
Accumulated Totals	1,307,434.00	1,371,901.00	Accumulated Totals	\$3,199,937.00	\$2,006,925.00
Percent of Budget Spent	4.87%	5.05%	Percent of Budget Spent	4.78%	0.00%
Cash On Hand	\$972,329.00	\$1,060,414.00	Cash On Hand	\$1,888,548.00	
Jan. Expenditures Reported @ Board Mtg	\$72,612.00	\$52,939.00	July Expenditures Reported @ Board Mtg	\$29,600.00	
Jan. Net Payroll	\$245,094.00	\$262,406.00	July Net Payroll	\$234,445.00	
Jan. EOM Expenditures			July EOM Expenditures		
Total Jan. Expenditures	\$317,706.00	\$315,345.00	Total July Expenditures	\$264,045.00	\$0.00
Accumulated Totals	1,625,140.00	1,687,246.00	Accumulated Totals	\$3,463,982.00	\$2,006,925.00
Percent of Budget Spent	4.66%	4.63%	Percent of Budget Spent	3.87%	0.00%
Cash On Hand	\$1,162,754.00	\$1,365,897.00	Cash On Hand	\$1,568,869.00	
Feb. Expenditures Reported @ Board Mtg	\$73,729.00	\$62,555.00	August Expenditures Reported @ Board Mtg	\$187,330.00	
Feb. Net Payroll	\$248,180.00	\$257,124.00	August Net Payroll	\$267,007.00	
Feb. EOM Expenditures			August EOM Expenditures		
Total Feb. Expenditures	\$321,909.00	\$319,679.00	Total August Expenditures	\$454,337.00	\$0.00
Accumulated Totals	1,947,049.00	2,006,925.00	Accumulated Totals	\$3,918,319.00	\$2,006,925.00
Percent of Budget Spent	4.72%	4.69%	BUDGET	\$6,817,360.00	\$7,889,587.00
Cash On Hand	\$1,331,775.00	\$1,536,630.00	TOTAL % OF BUDGET SPENT =	0.5747560639	
			Cash On Hand	\$1,247,293.00	

Superintendent Report for March 2024

Classroom Management Superintendent Goal Progress Update:

4th Quarter of 23-24 Action Items:

- Implement [Be You, Be Blue expectations](#) in all classrooms and common areas.
 - All staff will reteach these expectations to all students 1st period on March 13 when students return to school after spring break.
- Principals will conduct [fidelity checks](#) every 2 weeks. This data will be reviewed during weekly administrative meetings along with student attendance, classroom walkthrough reports, and staff attendance.
- Dr. Gannon will create an ad-hoc committee that will meet during 4th quarter of the 23-24 school year to determine which behavior management system will be the primary focus for the implementation PK-12.
- Mr. Kenton, Mrs. Meyer, and Dr. Gannon will create Be You, Be Blue expectations posters and banners to hang in common areas for teachers to refer to.

Summer 2024

- Develop a system for automatic follow-up to teachers following an office referral.
- Develop a glossary of common classroom management terms to develop common vocabulary among staff members.
- Consider implementing unstuck and on-target (or parts of unstuck and on-target) as a tier 1 intervention for all middle school students.

Human Resources

- Certified contracts have been passed out and are due April 15, 2024.
- Kitchen staff evaluations have been completed.
- Para evaluations are complete- principals are scheduling meetings to go over evaluations with the paras.

Respectfully Submitted,

Dr. Gannon

To: Board of Education
From: Jenette Meyer
Date: March 18, 2024
Re: Board Report

7-12 Enrollment: 109

- The Scheduling Committee has met and has started working on class offerings for 2024-2025
 - 7th—11th grade students have registered for 2024-2025 School Year classes. We are working on cleaning up some of the registration issues.
 - Bulldog Prep was reviewed again, and it cannot be added back to the schedule due to the required instructional minutes.
 - Mrs. Pope and Miss Hubbert will work with ESU10 to build the schedule.
- February 7, 2024, KSB Assembly - was postponed to March 13, 2024
 - Students were told about many cases that affected at least one student, the disciplinary action taken, and the outcome through court proceedings.
 - Social Media was discussed, and how their posts never genuinely go away so that they can be retrieved from their devices.
- UNK Driver's Education will be June 10-14 from 8:00 to 12:30 at Shelton, costing \$350 per student.
- Congratulations to our Boys' Basketball Team and Coaches on their State Championship.
 - Community Post-game celebration is being organized
- Congratulations to the student section on receiving the Sportsmanship Award for the 2nd year
- Congratulations to MaKayla Thornburg and Olivia Cure on qualifying for State Speech.
- High School track has their 1st meet at Doane - there are 25 high school students out for track
- I have an interview on Wednesday, March 20th, with another Special Education teacher. She hasn't finished her endorsement yet.

Respectfully submitted,
Jenette Meyer

To: Board of Education
From: Jeff Kenton
Date: March 18, 2024
Re: Board Report

- Elementary Enrollment is 172 students
- MTSS Update
 - K-3 (25 students)
 - 4-6 (15 students)
 - During our BOE Meeting I will share an example of a form that we utilize to collect intervention data.
- Parent Teacher Conferences
 - Elementary = 93%
- NSCAS Testing (Nebraska Student Centered Assessment System)
 - Spring is a very busy season not only with activities and banquets, but it is also our assessment season.
 - Testing Window is April 1 - May 10
 - 3rd through 6th grade will take NSCAS Growth in the areas of ELA, Math, and Science (Science is 5th Grade Only)
 - Currently collaborating with elementary staff to come up with a reward if students reach a certain threshold with spring testing.
- Summer School will take place during the month of June
 - Mrs. Gomez and Miss Oxford will be teaching summer school
 - Will utilize Middle of Year and End of Year Benchmark Data to generate our list of students that will be invited to summer school.

Respectfully Submitted,

Jeff Kenton



Name/Address

Shelton School
PO Box 610
Shelton, NE 68876

Proposal

Date	Estimate No.
2/26/2024	3048

Description	Qty	Rate	Total
Cloud Cameras and 1 Access Control update			
Avigilon AVA QUAD-20MP-30	4	2,697.00	10,788.00
Avigilon ACQ-WAL-MNT Quad wall mount bracket	4	76.00	304.00
Avigilon ACQ-CRN-MNT Quad corner bracket	4	121.00	484.00
Avigilon AVA 5.0C-H6SL-BO1-IR-30 5MP bullet with 30 days recording	2	1,218.00	2,436.00
Avigilon AVA BULLET-WI-W-4K-30 8MP bullet w/wide lens	2	1,470.00	2,940.00
Avigilon COMPACTDOME-W-5MP-30 5MP compact dome	19	461.00	8,759.00
Avigilon ACC-DRO-CEI Drop ceiling mount for Ava compact camera	19	12.00	228.00
Avigilon 360-W-30 Ava 9MP 360 camera	7	1,218.00	8,526.00
Avigilon 3.0C-H4VI-RO1-IR 3.0MP, H4 Video Intercom	2	1,181.00	2,362.00
Avigilon H4VI-MT-SURF1 Surface mount adapter for H4 Video Intercom	2	231.00	462.00
Avigilon RM6-WKS-2MN-NA - Remote monitoring workstation	1	1,899.00	1,899.00
Ipad 64GB	1	350.00	350.00
Avigilon APP-500-8-DG Alta A500 w/8TB	1	4,611.00	4,611.00
Avigilon AVA Aware License 5 year	36	696.00	25,056.00
Netgear GS728TPP 24 Port POE 384W	2	708.00	1,416.00
48 port Cat6 patch panel	2	150.00	300.00
Cat 6 3' patch cable black	40	4.00	160.00
RS2 40NKS-00-000000 Signo Reader 40 Wall plate	1	330.00	330.00
RS2 S-Mobile	1	841.00	841.00
RS2 MID-SUB-T100 HID Mobile credential. Annual subscription	50	7.50	375.00
Installation materials	1	125.00	125.00
Installation	1	11,500.00	11,500.00
Bond	1	2,528.00	2,528.00

Upon Acceptance of this proposal,
50% is due, unless other
arrangements have been made.
Upon receipt of payment, work will
then be scheduled.
We appreciate your business!

This proposal is valid for
14 days unless otherwise
noted.

Accepted by: _____
Date: _____

kevin@ceisecurityandsound.com
phone/fax 402-463-7330

Subtotal	\$86,780.00
Sales Tax (0.0%)	\$0.00
Total	\$86,780.00



We have prepared a quote for you

Verkada Card Access, Cameras and Video Intercoms

Quote # 010378 v13

Prepared for:

Shelton Public Schools

Shanna Gannon
sgannon@sheltonbulldogs.org

Prepared by:

Prime Secured

Phil Fenton
pfenton@primesecured.com

PRIME SECURED

3603 N. 222 ST. | PO Box 131 | Elkhorn NE, 68022

Friday, February 23, 2024

Shelton Public Schools
Shanna Gannon
210 9th Street
Shelton, NE 68876
sgannon@sheltonbulldogs.org

Dear Shanna,

Thank you for inviting Prime Secured to participate in the selection process for your project. Prime Secured was founded in 2001 with a commitment to deliver quality solutions, installed by certified technicians, and supported by a dedicated customer support team. With over 17 years' experience focused in physical security and infrastructure, we are able to meet the growing needs of the corporate enterprise sector. Our extensive experience makes us a premier integration partner who understands the strengths and complexities of today's physical security solutions.

Our unique approach to project implementation focuses on end to end project management, engineered design, and professional deployment. Our experienced technical support team will be there after deployment to manage your systems and be your liaison to our engineering team. The Prime Secured team understands that each customer engagement is unique and requires great attention to detail before, during, and after your project is launched.

Thank you again for your time and consideration through the initial phase of this process. We look forward to the opportunity to partner with you.



Phil Fenton
Business Development Representative
Prime Secured

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► Statement of Work

Installation Materials

Notice: Due to industrywide supply chain shortages, some materials may have delays that could impact project schedules. Prime Secured is working with manufacturers and distributors to ensure materials are delivered in a timely manner where possible. As part of our effort, Prime Secured may also be contacting you regarding alternative materials to support your project. Thank you for your patience during these challenging times.

Scope of Project

Prime Secured will provide a Verkada Access Control and Video Surveillance System for Shelton Public Schools in Shelton, NE.

Below is a breakdown of materials and services provided by Prime Secured. (see print below) This quote includes (2) hours of training. No access cards are quoted. Verkada mobile credentials are included at no cost. Users of the card access system can access the card reader doors via their mobile phone.

Access Control:

- **Head End**

- Comm Rm 27
- (1) 1-Door Controller for Door 12

- **Doors**

- Door 12 (Weight Room Public Entrance Door)
 - (1) Card Reader
 - (1) Door Contact
 - (1) REX Motion
 - (1) ADA Kit
 - Re-use existing locking hardware

- **Access Control Commissioning and Configuration**

- Prime will configure, commission and test the system upon the completion of the installation. Prime will be installing all card access controls at the door and at the head end. Prime will be providing all access control cable and others will install the cable.
- Prime assumes that the customer's network is setup according to Verkada's network requirements and a DHCP server is in place. Any network troubleshooting is outside the scope of this quote and a change order will be needed if any network troubleshooting is required.

- **Access Control Notes**

- All composite cable provided by Prime. Cable installation by Others. Prime will fish cabling at the doors as appropriate for the card reader.
- Prime assumes existing locking hardware is in good working condition

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► Statement of Work

- Locking hardware is excluded

Video Surveillance:

- **Networking**

- (2) 24 Port PoE Network switches by Prime. (Comm Rm 27 & 62)
- (2) Patch Panel by Prime. (Comm Rm 27 & 62)
- Rack/Cabinet by Customer

- **Exterior Cameras** (Camera #'s with an (*) have existing cabling and will be re-used)

- Camera 12*, 17, 25*, 37
 - CH52-E
 - Corner mount
 - Cat6 cable by Prime
 - Cabling Labor by Others
- Camera 6
 - CD42-E
 - Cat6 cable by Prime
 - Cabling Labor by Others
- Camera 27*, 38
 - CD62-E
 - Cat6 cable by Prime
 - Cabling Labor by Others
- Camera 33
 - CF81-E
 - Angle mount
 - Cat6 cable by Prime
 - Cabling Labor by Others

- **Interior Cameras** (Camera #'s with an {*) have existing cabling and will be re-used)

- Cameras 3*, 4, 5, 7, 8, 9, 13*, 14*, 15*, 16*, 18*, 20, 21, 22, 28*, 29*, 30*, 31, 32
 - CM42
 - Cat6 cable by Prime
 - Cabling Labor by Others
- Cameras 10*, 11*, 19*, 24*
 - CD62
 - Existing cabling will be re-used
- Camera 1, 2*, 23*, 26*, 34*, 35*, 36*
 - CF81-E
 - Pendant mount for camera 26*
 - Cat6 cable by Prime

► Statement of Work

- Cabling Labor by Others

- **Video Intercoms**

- (2) TD52-HW Video Intercoms
 - Location at entrances shown on design map

- **Viewing Station**

- (1) VX52 Viewing Station
 - To be installed in HS Office
 - Monitor not included
- (1) 10" iPad

- **Video Surveillance Commissioning and Configuration**

- Prime will configure, commission, and test the system upon the completion of the installation. Prime will provide all cat 6 cable and others will install the cabling. Prime will install all cameras.
- Prime assumes that the customer's network is setup according to Verkada's network requirements and a DHCP server is in place. Any network troubleshooting is outside the scope of this quote and a change order will be needed if any network troubleshooting is required.

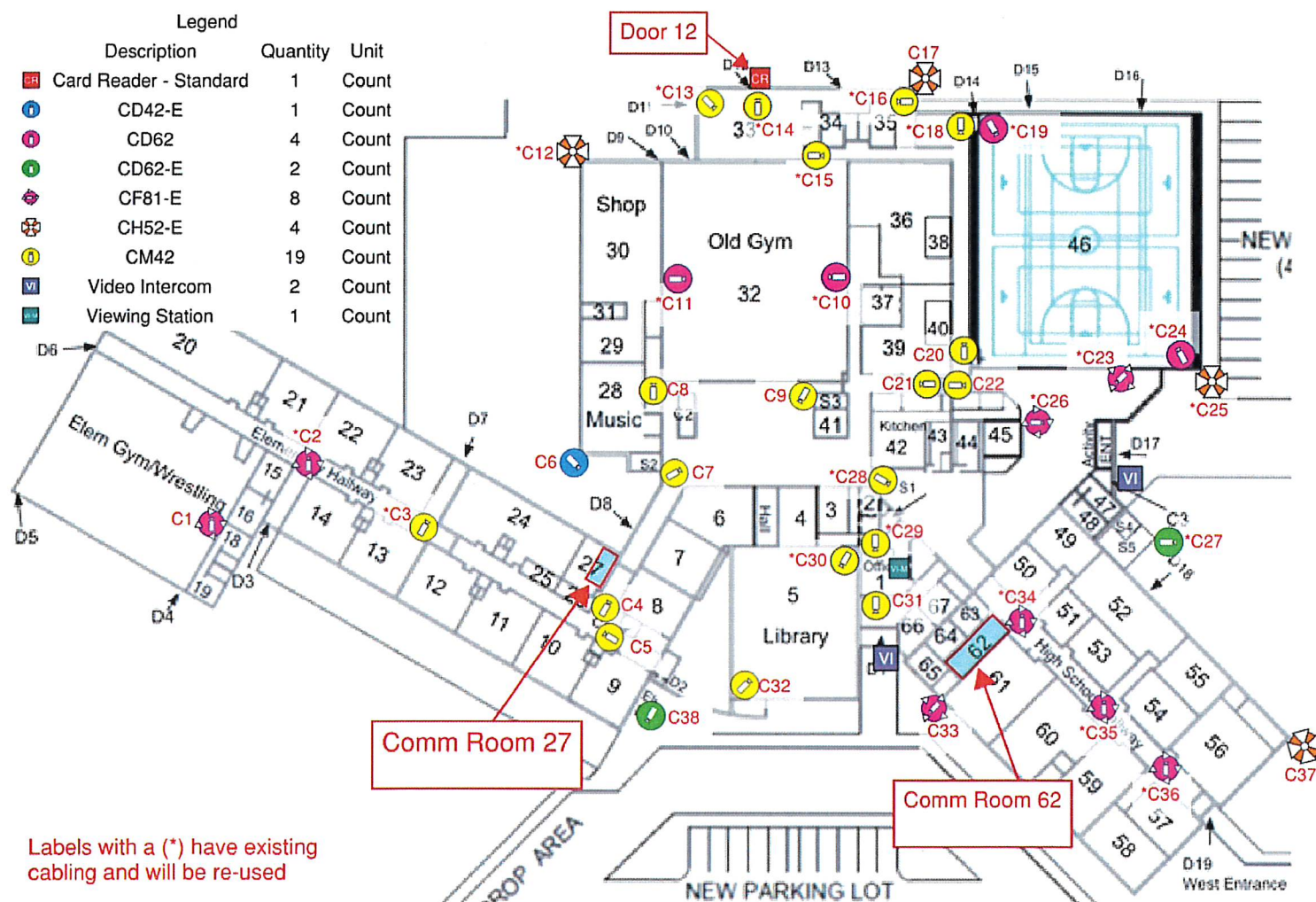
- **Video Surveillance Notes**

- All network cable provided by Prime
- Labor for cable installation by Others.
- Prime assumes all existing cabling is in good working condition
- Cat6 jacks and patch cables provided and installed by Prime
- All lifts, if required are excluded from this scope. We will use the school's lift. If a lift is required, it will be provided by Prime at an additional charge.

- **Quote Exclusions**

- Payment or performance bond is listed as an option and is not included in the base price.
- Prevailing wage is excluded

Statement of Work



Access Control

Description	Price	Qty	Ext. Price
Verkada Licensing			
1 Year Door License	\$153.79	1	\$153.79
1 Year Door License			
Door Controllers			
AC12 1 Door Controller	\$431.74	1	\$431.74
Card Readers			
AD33 Multi-format Card Reader	\$215.56	1	\$215.56
AD33 Multi-format Card Reader			
Installation Consumables	\$22.06	1	\$22.06
Request to Exit Devices			
iRex Plus Accessory, Access Control Module, PIR...	\$67.16	1	\$67.16
iRex Plus Accessory, Access Control Module, PIR, Request To Exit			
Door Contacts			
1" recessed with 2 switches, 2 closed loop with extended reach	\$30.44	1	\$30.44
SWITCH ACCESSORY RARE EARTH S	\$9.84	1	\$9.84
ADA Kit			
900MHZ DIGITAL RECEIVER	\$70.57	1	\$70.57
900MHZ DIGITAL TRANSMITTER	\$79.40	1	\$79.40
DOOR INTERFACE RELAY	\$85.28	1	\$85.28
DOOR INTERFACE RELAY			
Altronix Relay	\$19.93	1	\$19.93
Access Control Cabling - Doors			
Access Control Cabling - Doors	\$387.00	1	\$387.00
Access Control Cabling - Cabinet			



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Access Control

Description	Price	Qty	Ext. Price
Access Control Cabling - Cabinet	\$69.48	1	\$69.48

Subtotal: \$1,642.25

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Video Surveillance

Product Description	Price	Qty	Extended Price
Verkada Licensing			
1-Year Camera License	\$122.91	34	\$4,178.94
1-Year CH52 Multisensor Camera License	\$369.97	4	\$1,479.88
1-Year Intercom License	\$153.79	2	\$307.58
1-Year Viewing Station License	\$308.21	1	\$308.21
Outdoor Cameras			
CD62-E Outdoor Dome Camera, 512GB, 30 Days Max	\$1,049.38	2	\$2,098.76
CD42-E Outdoor Dome Camera, 256GB, 30 Days Max	\$740.56	1	\$740.56
CF81-E Fisheye Camera, 30 Days	\$1,234.68	1	\$1,234.68
CH52 Outdoor Multi-sensor dome Camera, 1TB, 30 Day	\$2,222.91	4	\$8,891.64
Verkada PoE++ (802.3bt) injector, GigE	\$92.03	4	\$368.12
Installation Consumables	\$22.06	8	\$176.48
Indoor Cameras			
CF81-E Fisheye Camera, 30 Days	\$1,234.68	7	\$8,642.76
CD62 Indoor Dome Camera, 512GB, 30 Days Max	\$925.85	4	\$3,703.40
CM42 Indoor Mini Dome Camera, 256GB, 30 Days Max	\$431.74	19	\$8,203.06
TELESCOPING BRACKET 15 TO 26	\$4.10	23	\$94.30
Video Intercoms			
TD52 Video Intercom	\$987.62	2	\$1,975.24
Intercom Surface Mount	\$149.25	2	\$298.50
Viewing Stations			
VX52 Viewing Station	\$308.21	1	\$308.21
10.2 inch iPad, 64GB	\$483.82	1	\$483.82
Camera Mounts			
Angle Mount	\$92.03	1	\$92.03
Large Arm Mount (PTZ)	\$98.21	4	\$392.84
Corner Mount	\$122.91	4	\$491.64

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Video Surveillance

Product Description	Price	Qty	Extended Price
Pendant Cap Mount	\$42.62	5	\$213.10
Network Switches			
24PRTPOE/4PRTGIG(RJ45/SFP)370W	\$639.69	2	\$1,279.38
Patch Panels			
Patch Panel 24port unloaded w/label PANDUIT CPPL24WBLY	\$42.65	2	\$85.30
Camera Cabling Components			
Camera Cabling Components	\$5,249.19	1	\$5,249.19
Shipping & Handling			
Shipping & Handling	\$1,251.47	1	\$1,251.47
Subtotal:			\$52,549.09

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Performance & Payment Bond

* Optional

Product Description	Price	Qty	Extended Price
Performance & Payment Bond			
If the district requires the performance and payment bond, the cost is \$1,227.05 in addition to the base price			
Performance & Payment Bond	\$1,227.05	1	\$1,227.05

* Optional Subtotal: **\$1,227.05**

Verkada Card Access, Cameras and Video Intercoms

Prepared by:

Prime Secured

Phil Fenton

pfenton@primesecured.com

Prepared for:

Shelton Public Schools

210 9th Street

Shelton, NE 68876

Shanna Gannon

(308) 647-6742

sgannon@sheltonbulldogs.org

Quote Information:

Quote #: 010378

Version: 13

Delivery Date: 02/23/2024

Expiration Date: 01/27/2024

Quote Summary

Description	Amount
Access Control	\$1,642.25
Video Surveillance	\$52,549.09
Professional Services	\$42,760.94
Total:	\$96,952.28

*Optional Expenses

Description	One-Time
Performance & Payment Bond	\$1,227.05
Optional Subtotal:	\$1,227.05

Sales Tax Not Included.

Applicable sales tax will be calculated upon invoicing.

Payment Terms: Net 30.

Material is invoiced upon order.

Labor will be invoiced monthly.

Prime Secured

Shelton Public Schools

Signature:



Name: Phil Fenton

Title: Business Development Representative

Date: 02/23/2024

Signature:

Name: Shanna Gannon

Date:

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► Exclusions and Clarifications

Sales Tax

*By Default, Prime Secured does not include sales tax on quotes unless specifically requested.
Applicable sales tax will be calculated and added upon invoicing*

Exclusions and Clarifications

Video

Servers to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all Servers, per manufacturer specifications
- Servers to meet or exceed minimum manufacturer specifications, verify specifications with Prime Representative
- Servers should be installed in a location with adequate climate control
- UPS power for Servers to be provided by others if required by Customer

Workstations to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all Workstations, per manufacturer specifications
- Workstations to meet or exceed minimum manufacturer specifications, verify specifications with Prime Representative

Monitors to be provided and installed by Others

- 120VAC power to be provided by others at installation location of all monitors, per manufacturer specifications
- Monitor Provider is responsible for ensuring video input ports for monitors are compatible with Workstations (HDMI, Display Port, DVI, VGA, etc)

Network Switches to be provided and installed by Prime

- Min. 1 x 120VAC Nema 5-15R receptacle to be provided by others at installation location of each Network Switch
- Min. 1U of rack space to be provided by others at installation location of each Network Switch (2 post or 4 post racks acceptable)
- Verify installation location of all Network Switches with Prime representative
- Unless otherwise noted in the Scope of Work, SFP modules are to be provided and installed by others where required

Patch Panels to be provided and installed by Prime

- Min. 1U of rack space to be provided by others at installation location of each Patch Panel (2 post or 4 post racks acceptable)
- Verify installation locations of all Patch Panels with Prime representative

Network Cabling to be provided by Prime and installed by Others

- All pathways, sleeves, conduit, cable tray, firestopping, network cabling, jacks, surface mount boxes, patch panels, and patch cables to be provided and installed by others

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► Exclusions and Clarifications

- All junction box faceplates and other accessories to be provided and installed by others. If face plates are not available at time of cable install, it will be the responsibility of the pathway vendor to install the faceplate and close the junction box
- Network cabling shall be Cat5e or higher
- Cabling runs shall not exceed 300 cable feet from patch panel to device
- All cabling shall be certified per EIA/TIA-568-B standards and guaranteed to be free of defects or faults. Any troubleshooting performed by Prime that is determined to be the fault of cabling defects will be billed to the customer at standard T&M rates
- All cabling shall be labeled with patch panel location and jack number at the device side for easy identification of termination location

Access Control

Access Control Power Supplies to be provided and installed by Prime

- Min. 1 x 120VAC Nema 5-15R receptacle to be provided by others at installation location of each Access Control Power Supply, max. consumption 840 watts per power supply
- Customer may have Power Supplies hardwired by an electrician if they prefer
- UPS power for Access Control system to be provided by others if required by customer

Locking Hardware to be provided and installed by Others

- All locking hardware and associated equipment, including but not limited to Electric Strikes, Electric Latch Retraction, Electrified Handsets, Mag Locks, and Transfer Hinges to be provided and installed by Others
- Where a transfer hinge is required, wiring between transfer hinge and locking hardware through the door is to be provided and terminated by lock hardware provider. Prime will be responsible for terminating horizontal Access Control cabling to the frame side of the transfer hinge
- All pathways to locking hardware to be provided by others
- All electrified locking hardware shall be capable of being powered by 24VDC
- Any locking hardware requiring an inrush current greater than 5 Amps shall have a power supply provided, installed and terminated by others located within 15 feet of the door

Fire Alarm Interface to be provided and installed by Others

- A Fire Alarm interface relay shall be provided and installed by others near any Access Control Power Supplies that provide power to Mag Locks or Turnstiles, or that control any doors deemed by the customer as needing to unlock in the event of a fire. Prime will limit the use of Mag Locks to situations where there is no other acceptable locking solution

All ADA Operators, buttons, relays, wireless interfaces, etc to be provided, installed, and configured by others where required by code or customer requirements

- Customer must provide a low voltage pathway from each Operator to an accessible location in the ceiling near each Operator to allow Prime to interface the Access Control system with the Operator
- Interior and Exterior ADA buttons must be isolated as separate inputs to the ADA Operator by means of dual home run cables, 2 single channel wireless relays, or a dual channel wireless relay. 2

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► Exclusions and Clarifications

ADA buttons cannot be programmed to the same single channel wireless relay

If customer intends to re-use existing cards from this location or any other location, customer must be able to provide all cardholder information including but not limited to card wireless format, card data format, facility/site code, card number, cardholder first and cardholder last name. Any additional labor required by Prime to gather any of this information will be billed separately from this project

No RFID credentials (Cards, FOBs, etc) are provided in this quote

General

IP Addresses Provided by others

- Customer must provide individual IP Addresses, or a block of IP Addresses to support the addition of all IP devices to be installed as part of this project
- Devices which require an IP address include, but are not limited to:
 - 2 IPs per Server (1 for iDrac, 1 for Security Network)
 - 1 IP per Workstation
 - 1 IP per Camera
 - 1 IP per Network Master Controller
 - 1 IP per Network Door Controller
 - 1 IP per Intercom Device
 - 1 IP per PBX
 - 1 IP per Network IO Device
 - 1 IP per Alarm Detection Panel

Network Racks to be provided and installed by Others

- All 2 and 4 post network racks to be provided and installed by others
- All cable management equipment to be provided and installed by others

Prime assumes that any existing equipment or equipment provided by others as part of this project is in good working order and is configured and installed correctly to allow the system to operate as intended. This includes but is not limited to cabling and cabling termination, network switch and router configurations, network architecture, network backbone, servers, workstations, and any other components of the network infrastructure. No labor is included in this quote to assist with configuration or troubleshooting of equipment and services provided by others. Any troubleshooting performed by Prime that is determined to be the fault of equipment or configurations provided by others will be billed to the customer at standard T&M rates

This quote includes 2 hours of end user and administrator training. Training is provided remotely in 15 minute increments up to the allotted training hours. On-site training can be provided for an additional fee. Impromptu, unscheduled training will be treated as formal training, and will count towards the overall training hours. Additional training hours can be purchase at standard T&M rates

Unless otherwise stated in this Scope of Work all cyber security protections, windows updates, patches, and software maintenance to be provided and maintained by others. These services can be provided by Prime via a Service Agreement, consult your Prime sales representative for more information

► Exclusions and Clarifications

Any work not explicitly included in this scope of work is implicitly excluded from the project

Prime Communications utilizes the Privileged Remote Access Management platform BeyondTrust to commission, perform training, and remotely administrate our customers' systems. A jump client will be installed on all servers. All remote sessions are audit tracked, recorded, and protected by 2FA

Unless otherwise stated in the scope of work, system commissioning performed by Prime shall consist of the following tasks. Prime will initially perform these configuration tasks, but is not responsible for ongoing maintenance of these items. If additional commissioning tasks are required by the customer, please contact your Prime sales representative. Any additional commissioning performed beyond this list will be billed at standard T&M rates

- Servers
 - Configure storage drives per best practices
 - Disable indexing on Video storage drives
 - Adjust Time Zone and Time settings
 - Enable RDP
 - Set Windows name
 - Change default Admin password and document
 - Configure Server IP Address, Subnet Mask, and Gateway and document
 - Configure automatic Daily Database backups
- Core Software
 - Change default Admin password and document
 - Configure Partitions per customer needs
 - Configure Areas per customer needs
- Cameras
 - Program Camera IP Address, Subnet Mask, and Gateway and document
 - Change default Camera password and document
 - Upgrade Camera firmware to the latest supported by current version of software
 - Confirm WDR is enabled, and video quality settings are appropriate for camera scene
 - Add Camera to software
 - Add Camera to proper Partition and Area
 - Rename Camera per standards and with customer input
 - Configure Camera streams to established Prime or Customer standards
 - Enable Dynamic FPS and Dynamic GOP if supported
 - Configure Motion Detection settings to established Prime or Customer standards
 - Verify Cameras are streaming live video
 - Verify Cameras are recording
 - Screenshot approved view and or create Config Tool Thumbnail
 - Link Cameras to other entities where applicable
- Doors
 - Program IP Address, Subnet Mask, and Gateway for any network Door Controllers and document

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► Exclusions and Clarifications

- Change default Door Controller password and document
- Update Door Controller firmware to the latest supported by current version of software
- Add Door to software
- Add Door and Door Controller to proper Partition and Area
- Configure hardware connections and door properties appropriately
- Configure Access Rules, Schedules, Alarms, and Linked Cameras where applicable per

Customer standards

- Cardholders

- Create Cardholder Groups, Access Rules, and Schedules per Customer requirements
- Create Custom Fields for Cardholders per Customer requirements
- Prime will cover the creation of Badge Templates during training. Unless otherwise stated in

Scope of Work, Prime is not responsible for creation of large quantities of Badge Templates

- Prime will cover Cardholder administration during training. Unless otherwise stated in the Scope of Work, Prime is not responsible for adding all Cardholders to the system or for ongoing Cardholder administration

- Users

- Create User Groups and assign Privileges per Customer requirements

► Terms & Conditions

Terms & Conditions - Prime Standard

TERMS AND CONDITIONS OF CONTRACT FOR SALE

1. CONTRACT BETWEEN BUYER AND SELLER: These terms and conditions of sale, together with a services agreement (if any) (which is incorporated herein by this reference) (collectively, these "Terms"), are the only terms which govern the sale of the products and/or services (collectively, the "Goods") described herein by Prime Secured, Inc. ("Seller") to the person or entity purchasing the Goods ("Buyer"). Buyer will be deemed to have assented to the Terms by (a) executing and delivering an acknowledgement of these Terms to Seller or (b) acceptance of any of the Goods. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or otherwise, are hereby rejected and shall not apply; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Any invoice, together with these Terms, comprises the entire agreement between the parties with respect to the supply of the Goods, and any contract arising therefrom shall be governed solely by the invoice and these Terms (the "Contract"), which supersede all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between a provision of this Contract and a provision of any other applicable document, including all SOWs, change orders, service agreements and schedules, the provision imposing the more demanding term, condition, duty or standard of performance on Buyer, or the greater limitation on the nature and type of relief or damages allowed to Buyer, shall control.

2. DELAYS: If either party is delayed or prevented from performing its obligations under this Contract as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Buyer's computer system, Seller system downtime for routine maintenance, network problems or telecommunications failure (each a "Force Majeure Event"), the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

3. LIABILITY: BUYER AGREES THAT, IN NO EVENT WILL SELLER'S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS CONTRACT EXCEED THE FEES PAID TO SELLER BY BUYER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

4. WARRANTY: (a) Seller warrants, for a period of 12 months from the completion of any services provided pursuant to this Contract, that the services (i) shall be performed diligently and in a good and workmanlike manner, in accordance with the terms hereof, and (ii) shall conform to applicable specifications. As Buyer's sole and exclusive remedy for Seller's breach of the foregoing warranty, Seller will, in its reasonable discretion, re-perform any services Seller reasonably determines did not meet this warranty at the time the services were rendered. Seller's obligations in relation to the warranty set out in this Section 4(a) shall be limited to such re-performance and shall be conditional upon Buyer notifying Seller in writing of any alleged defect within 10 days after its discovery. Such notice shall include an explanation of the claimed warranty defect and proof of date of performance of the services for which warranty coverage is sought.

(b) The warranty set out in Section 4(a) shall not apply to: (i) defects caused by abuse, negligence or accident, acts of nature (including lightning strikes), improper operation, or power surge/loss; (ii) equipment that has been maintained, repaired or modified by persons other than Seller or persons authorized by Seller; (iii) equipment that has been used or serviced otherwise than in conformity with Seller's applicable specifications, manuals, bulletins or instructions; (iv) equipment that has been improperly used, stored or operated; (v) preventative maintenance, inspections or any other maintenance required to keep the system operational; or (vi) consumable items, including but not limited to printer heads, access cards and other items designed to fail in order to protect the equipment (*i.e.*, fuses and surge protectors).

(c) Warranties on products sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such products. Seller shall use its reasonable efforts to transfer to Buyer the benefit of any warranty or guarantee given to Seller by the manufacturer of such third party products.

(d) EXCEPT AS OTHERWISE NOTED IN THIS CONTRACT OR IN THE APPLICABLE SERVICES AGREEMENT, BUYER AGREES THAT ALL GOODS PROVIDED PURSUANT TO THIS CONTRACT ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS. SELLER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SELLER NOR ITS LICENSORS MAKES ANY WARRANTY THAT THE GOODS OR SERVICES PROVIDED HEREUNDER WILL MEET BUYER'S REQUIREMENTS, NOR DO SELLER OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE GOODS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS OR SERVICES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN

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WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER.

5. ADVICE BY SELLER: The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller's patents, trademarks, trade names, technology, or any other intellectual property.

6. CREDITWORTHINESS: All shipments to be made hereunder shall at all times be subject to the approval of Seller's Credit Department and, if the financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this Contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate this Contract.

7. ASSIGNMENT: This Contract, together with all rights, liabilities and obligations arising thereunder, may be assigned wholly or in part by Seller to any one or more of the entities affiliated with the Seller, without the necessity of prior notice to Buyer. Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld or conditioned at the discretion of Seller.

8. TAXES: The price specified herein or in any invoice does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

9. CHANGES: Seller assumes no responsibility for any changes in the specifications outlined in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this Contract, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

10. PRICE; PAYMENT: The price specified in this Contract or any invoice for any Goods provided hereunder may be changed by Seller upon 10 days written notice to Buyer. Seller shall furnish Buyer an invoice, which shall describe the Goods purchased and the amount due to Seller. Buyer shall pay all amounts due and owing within 30 days. Any payment that is past due to Seller by more than 30 days shall bear interest at the rate of 18% per annum or the highest rate allowed by applicable law (whichever is lower). Buyer shall reimburse Seller for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

11. MATERIALS: If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyer agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

12. EQUIPMENT: Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a term of 1 year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

13. SITE CONDITIONS: If, in the course of providing services or installing equipment, Seller encounters any condition that it deems to be, in its reasonable discretion, unsafe, hazardous, or otherwise impacts its ability to safely perform its obligations, including, but not limited to, the presence of hazardous materials, upon notification of such conditions by Seller, Buyer shall promptly take any action necessary to remove or remediate such condition or material. Seller may suspend services until such condition has been remediated by Buyer to the satisfaction of Seller; provided, however, that if Buyer fails to correct the condition within thirty (30) days after receipt of notice of such condition, Seller shall have the right to terminate this Contract upon notice to Buyer, without incurring any additional liability. The cost of any investigation (including consultant's fees and attorneys' fees and testing), removal, remediation, restoration and/or abatement of such conditions shall be borne solely by Buyer.

14. INTELLECTUAL PROPERTY: Buyer acknowledges and agrees that Seller, its licensors and manufacturers of any equipment or deliverables may own or maintain certain trademark, copyright, patent, inventions, trade secret or other intellectual property rights (the "Intellectual Property") in and to the deliverables, services, equipment or any other product or service made available to Buyer under this Contract. Buyer further acknowledges and agrees that Seller, its licensors and/or third party manufacturers own all right, title and interest in and to such Intellectual Property, and Buyer will refrain from modifying, enhancing, reverse engineering, updating, improving or otherwise commercializing such Intellectual Property, except as expressly authorized under this Contract. Seller may from time to time arrange for Buyer's purchase, lease or license of equipment or deliverables that amount to third party hardware, equipment, software, services, or other products not owned by Seller. Buyer's use of such third party equipment or deliverables is governed by the terms and conditions provided by such third party, and Buyer agrees to abide by all such terms and conditions. Seller makes no independent representations and warranties with respect to any third party equipment or deliverables, and shall have no liability arising out of or relating to Buyer's use thereof. Seller agrees to pass through to Buyer any warranties provided by a manufacturer of such third party equipment or deliverable to Buyer, if applicable. Any third party warranties are the exclusive remedies of Buyer with respect to third party equipment or deliverables. Except as expressly set forth in these terms and conditions, Buyer acknowledges and agrees that nothing in these terms and conditions shall transfer any right, title or interest in any of Seller's Intellectual Property.

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15. POINT OF DELIVERY: Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. Title to the Goods shall transfer at such deliver point. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

16. INDEMNIFICATION: Buyer agrees to indemnify and hold Seller and each of its respective affiliates, officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively, "Claims"), arising out of or related to (a) an alleged violation by Buyer of this Contract, (b) a claim of intellectual property infringement arising out of or relating to any use by Seller of items supplied by Buyer or deliverables prepared by Seller based upon specifications provided by Buyer, (c) a claim of a violation of any applicable rule, law, regulation, court order or decree or other like item while using a service or deliverable provided by Seller, regardless of whether such person has been authorized to use such services or deliverables by Buyer, (d) a material breach of any representation, warranty, or obligation made by Buyer hereunder, or by any allegation which, if true, would constitute a breach of said representation and warranty, or (e) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of Buyer, its officers, directors, agents or employees. Without limiting the generality of the foregoing, Buyer shall pay Seller all reasonable fees incurred, including attorneys' fees, for time spent by Seller in responding to third party complaints regarding Buyer's use of any service, equipment or deliverables provided by Seller.

17. WAIVERS: No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Contract.

18. GOVERNING LAW: This Contract shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Douglas County, Nebraska, to govern all disputes arising out of this Contract.

19. CANCELLATION: This Contract is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of this Contract.

20. TIME LIMITATION ON CLAIMS: Any course of dealing between the parties to the contrary notwithstanding, at Seller's election, any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims. Causes of action for breach of this Contract shall not be asserted after (1) year from the date said cause of action accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of Goods sold hereunder.

21. CONFIDENTIALITY: Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Seller's business (the "Information") which Buyer may obtain or which Seller may disclose to Buyer in connection with this Contract, shall be deemed to be confidential and Buyer shall not use the Information for its own purposes (other than for this Contract), nor shall Buyer disclose the Information to any person or firm except as may be specifically authorized by Seller in writing.

NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.

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I reached out to KSB to get guidance on how we should be thinking about the bids. Steve Williams suggested that in addition to using the total cost of the projects, I call references for both companies to inquire about the quality of the cameras and the quality of the installation process. Those recommendations can be found below for each company that bids on the project. We have CEI Security and Sound as our current camera company. They have less experience with cloud-based systems. That is a relatively new area for them.

Prime Secured/Verkada	CEI Security and Sound
Hi Shanna, We solely use Axis brand cameras running on Genetec security software. We couldn't be happier with the product or the service we receive from Prime Secured. Choose your integrator carefully—there are other vendors who will sell you Genetec and Axis, but the service level may not be what you need. Prime is undoubtedly more expensive than the local competition, but in my opinion, they are worth the cost. Did you have a security expert (preferably someone with board certification in security management, such as the ASIS International Certified Protection Professional) assess the proposed locations and types of cameras? If you are just letting the integrator tell you where to put cameras, you may be sold more than you need or they may not be placed optimally. Are you integrating your video surveillance with your access control system? That integration is a key advantage of Genetec over many of their competitors. If you don't have a security expert in-house, there are security consultants who can evaluate your facilities and give recommendations for an integrated security system. In full transparency, I hold the CPP certification and consult with a national team that does this kind of work (https://grouppnine.us/). I would be happy to connect you with our leadership team if you think it would be helpful for your district. Please let me know if I can answer any other questions!	Kevin is a great person to work with; we have done much with him over the years. The cloud system is the best since we have our elementary across town. We could connect all cameras and access them remotely from home if needed. Motorola is a solid company for cameras and continues to update its software. Kevin works on our fob system, cameras, and web-based servers. They do an excellent job for us, Jim James Widdifield Superintendent Minden Public Schools

Thank you, Mike MICHAEL D. REINER Assistant Vice President Public Safety Creighton University	
Hello Dr Gannon, I have worked with Prime for the past 10 years and have been very pleased with the partnership. When they have failed to meet my high expectations, they have responded in an appropriate and timely manner. I am not familiar with the quality and longevity of the Verkada cameras as we have used Axis exclusively. With the exception of one model of video intercom from Axis they are a good quality camera and stand behind their warranty. If you have any follow-up questions or wish to at some point to have a more in-depth discussion, please don't hesitate to contact me. Curtis Creighton University	Phone call with Tyler Noel, GIPS resource officer: Avigilon camera system- not a true cloud based system have a server onsite Does have an app on his phone he can use but it is usually pretty slow. He prefers to use his computer to do searches on the cameras. Camera quality is good and image is clear. Can search for thumbnails like someone wearing a red jacket or a yellow backpack. Will should you all the images so you can track timeline and where the person is in the building- not really a facial recognition- but will pull up similar faces Can draw a line on the door and have the camera system alert your phone or computer if someone opens it- good if you are having issues with people propping doors open Has ability to recognize vehicles in a parking lot
We probably can't recommend Verkada enough. We have been satisfied with both their quality and service and have added a number of cameras recently. Kerry Sheeks, our tech coordinator, said he couldn't think of anything negative except for price. Let me know if you need anything else.	

Terry -- Terry Zessin Superintendent Wood River Rural Schools	
---	--

Additional Information on Security Camera Systems:

Pros of a Cloud-based system:

- Up to a 10 year warranty on Cameras
- No NVR's or DVR's (servers) to buy, replace, or manage. No Servers to protect from viruses
- Access from Anywhere
- Bandwidth Friendly
- Enhanced User security (network security protection)
- Unlimited user seats to view cameras
- Unlimited mobile device users for access control. This is critical for your Weight Room where you are allowing the public to use the facilities.
- One system and no servers to manage for access control, cameras, and (other solutions available to Shelton-- vape/environmental sensors, and visitor management systems)
- 24/7 Technical Support
- Share live video feeds with local law enforcement in seconds. Allow law enforcement access to your video from their mobile devices- in an emergency situation.
- Receive SMS (texts) and email alerts for meaningful events.
- Manage the school security system from anywhere. No matter where you are, quickly detect and respond to incidents on campus.
- Less expensive with upfront costs and initial installation
- Many schools are moving to a cloud-based system

Cons of a cloud-based system:

- requires an annual fee usually around \$5,000 per year

-if internet goes down, there would be a temporary camera blackout

Beverage Agreement C

Customer Information

(Required)

Name of Business: Shelton Public Schools

Primary Contact: Shannon Gannon

Address: 210 9th St.

City: Shelton

State: NE

Zip: 68876

Customer E-mail: _____

COF Number(s): _____

(Include all numbers) TBD

Fed Tax Id #: _____

State Tax Id #: _____

Business Phone: 308-647-6742 **Cell #:** _____

Business Owner: Shannon Gannon

PBC Information

Agreement Term

PBC Location(s): North Platte NE

Created By: Jordan Sterup **Route #:** 13968

PBC Market Unit: Midwest **Phone #** 308-380-2441

Sales Method: (check one) ☒ **Pepsi Direct** ☐ **Pre-Sell** (Route #)

Agreement Start Date: 05/01/2024

Agreement End Date*: 04/30/2029

(Agreement automatically renews each year unless Cancellation is received at least ninety (90) days prior to the end of the term)

(Check Boxes and Specify, as applicable)

PBC Agrees To:

X	Loan at no charge (except where prohibited by law - in which event PBC shall charge the minimum legal rental fee allowed), where and as necessary coolers, fountain or other equipment to the Customer, to be placed and operated pursuant to the terms and conditions of this Agreement (as specified on reverse side).
X	Initial Equipment Placement shall be as follows (fill out as applicable): Coolers: One-Door Two-Door Three-Door Counter-top Energy Fountain: 6 Valve 8 Valve Bar guns (button) Special: Lipton Refreshing Iced Tea Juice Frozen Slush FUB Unit 1 Valve Urn 2 Valve Urn _Other (Specify):
X	PBC shall provide, at no charge to the Customer (except where prohibited by law), periodic maintenance, necessary service and repairs to all Equipment loaned to Customer pursuant to this Agreement.
X	PBC shall make available for purchase by Customer Pepsi branded cups and CO ₂ ("Ancillary Products") at prices as determined by PBC. (Based on availability)
X	Year 1 Pricing: 20oz Aquafina \$21.00 20oz CSD \$24.00 20oz Gatorade \$24.00 18.5oz 12pk Lipton \$18.00 12oz 12pk Celsius \$21.00 12oz 12pk Bubblr \$18.00 12oz 24pk Bubly \$18.00 16oz 12pk Kickstart \$18.00

Customer Agrees To:

X	Volume Based Term (Check box if applicable) * The Term of this Agreement shall commence on the Agreement Start Date listed above, and end on the later of: (1) 04/30/2029 or (2) the date on which Customer purchases from PBC 3,000 Gallons/Cases for sale in the Outlets. No auto renewal of Term.
X	EXCLUSIVE – Customer agrees to exclusively serve the Products indicated below at the Customer's Outlet. The Products shall be the only beverages of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Customer's Outlet.
X	NON-EXCLUSIVE – Customer agrees to grant PBC the right to have its Products sold, dispensed or otherwise made available, and advertised, displayed, represented or promoted at or in connection with the Customer's Outlet. Notwithstanding the foregoing, if PBC has provided Customer with fountain Equipment, Customer agrees to serve PBC's postmix Products exclusively at its Outlet.
X	DSD – Customer agrees to purchase all Products directly from the PBC Location(s) indicated above, and sell only those Products purchased from PBC from the Equipment provided to the Customer by PBC. Customer shall not stock any non-PBC Products (food or beverages) in Equipment.
X	MINIMUM THRUPUT – In order to qualify for applicable Equipment, Customer shall purchase a minimum annual average of 100 Cases per door for each cooler, 100 Gallons per each FB unit, 150 Gallons per each urn, and 500 Gallons per each fountain dispensing unit (minimum requirement may exclude bar guns at PBC's discretion) at the Outlet.
X	REQUIRED PRODUCTS. Purchase, stock and distribute at least each of the Products (as specified below) at all times during the Term.

Required Packages for this Agreement:

Fountain Postmix/BIB 20oz 1.25 Liter Cans Fountain
Premix/Tanks (Limited Market Availability) Cups CO₂

Other :

FOUNTAIN/POSTMIX SKU REQUIREMENTS: (Must carry minimum of Six) (Based on availability)

Pepsi Dt Pepsi Sierra Mist Mtn. Dew Dt. Dew SoBe Life Water
Brisk Tea Lipton Refreshing Iced Tea: Sweet UnSweet Other
Dr Pep Dt. DRP Mug CF Dt Pepsi Dt Sierra Mist Crush
Lemonade Wild Cherry Pepsi Fruit Punch
Frozen Slush Juice BIB Juice Cartridge Other Innovation

20oz. BOTTLE SKU REQUIREMENTS: Must Check One Level (All shall be 20 oz bottles unless otherwise indicated)

Platinum: Must Purchase Pepsi, Dt Pepsi, Sierra Mist, Mountain Dew, Aquafina plus any three additional SKUs from brands below:

Gold: Must Purchase any five SKUs from brands below:

Silver: Must Purchase any three SKUs from brands below:

Pepsi Dt Pepsi Mtn. Dew Dt. Dew Sierra Mist Aquafina Dr. Pep
Dt. DRP Crush Max Next Lipton: Iced Tea Brisk Pure Leaf
Gatorade G2 PropelZero SoBe LifeWater SoBe Dole/Ocean Spray
KickStart (16oz.) Starbucks (11oz/13.7oz.) Energy (16oz.)

X **Comply with the Terms of this Agreement**

AGREED TO AND ACCEPTED BY:

For Pepsi Beverages Company	
Signature:	Date:
Jordan Sterup Print Name	FSR Title
For Customer	
Signature:	Date
Print Name	Title

Customer Information

Name of Business: Shelton Public Schools (Required)
Primary Contact: Shannon Gannon
Address: 210 9th St.
City: Shelton
State: NE
Zip: 68876

Customer E-mail: _____
COF Number(s): _____
 (Include all numbers) TBD
Fed Tax Id #: _____
State Tax Id #: _____
Business Phone: 308-647-6742 **State:** NE
Business Owner: Shannon Gannon

PBC Information
Agreement Term

PBC Location(s): North Platte NE
Created By: Jordan Sterup **Route#:** 13968 **Agreement Start Date:** 05/01/2024
BC Market Unit: Midwest **Phone #** 308-380-2441 **Agreement End Date*:** 04/30/2029

PBC AGREEMENT OVERVIEW

X	Customer shall provide a list of the current locations of all Equipment loaned or rented to Customer by PBC ("Equipment List"), which shall include addresses and serial and asset numbers. Customer shall provide PBC with access to such Equipment at any time upon request. Failure to provide a complete Equipment List to PBC may result in: ☒ Removal of Equipment ☒ Forfeiture of all funds payable by PBC hereunder
X	PBC Shall Pay One-Time Signing Bonus in the amount of: \$6,500
X	PBC Shall Pay Gatorade Sideline Kits and/or Gatorade Items as follows: Years 2-5: \$300 <i>*Marketing Funds shall be used for mutually agreed marketing and other programs. Development Funds may not, represent a cash payment or be cumulative.</i>
X	PBC Shall Accrue Rebates* on purchased Products based on Schedule A: Annually <i>*Detailed in Schedule A under "Rebates per Case/Pkg"</i> <i>***Based on 24 units/case unless otherwise noted in Schedule A</i>
X	PBC Shall Pay accrued Rebate amounts within 90 days of the end of calendar quarter or year end, as applicable.
X	If customer receives shells and pallets from PBC they must be returned

Development Funds, Marketing Funds, Rebates, Signing Bonus. All such amounts set forth in this Agreement shall be earned over the quarter, year or term, as applicable, and shall be refunded pro rata by Customer if this Agreement is terminated prior to the Agreement End Date.

AGREED TO AND ACCEPTED BY:

For Pepsi Beverages Company	
Signature:	Date:
Jordan Sterup Print Name	FSR Title
For Customer	
Signature:	Date
Print Name	Title

SCHEDULE A

Product	Units Per Case/ Gallons Per BIB	Rebate Per Case/Gallon	Conditional Increased Rebate per Case/Pkg	Conditional Increased Rebate Condition
20oz CSD	24	\$1.00		
20oz Aquafina	24	\$1.00		
20oz Gatorade	24	\$1.00		
All Other Cases	12pk	\$1.00		
All Other Cases	24pk	\$1.00		

Exclusions

The following Products are excluded from Schedule A and will not receive any rebates

Beverage Agreement C

This sets forth the agreement ("Agreement") between Bottling Group, LLC, on behalf of itself and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company ("PBC") and the Customer identified on the front page of this Agreement (the "Customer"), with respect to the purchase of Products.

1. Definitions. As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

a. "Agreement Year" shall mean each twelve-month period beginning with the Agreement Start Date.

b. "Beverages" means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, within the following categories: (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) bottled or canned water whether carbonated or still (spring, mineral or purified), (viii) liquid concentrate teas ("LCT"), (ix) frozen non-carbonated beverages ("FUB"), and (x) any future categories of nonalcoholic beverage products that may be distributed by PBC.

c. "Cases" shall mean the number of cases of bottle & can Products purchased by the Customer from PBC to be delivered in sizes, quantities and types of containers as determined by PBC from time to time.

d. "Equipment" shall mean all coolers, fountain and other beverage dispensing equipment loaned or rented to the Customer by PBC during the Term.

e. "Gallons" shall mean the gallons of Postmix, LCT and FB Products purchased by the Customer from PBC.

f. "Outlet" shall mean the Customer's outlet located at the address indicated under the Customer information section, and any expansions thereof, including any restaurant, outlet or other facility in the Customer's system that may be opened or acquired by the Customer within PBC's bottling territory during the Term (the "Outlets"). In the event that new Outlets are added during the Term of this Agreement, the parties shall create and attach an updated schedule of Outlets, COFs and addresses, to be automatically included as part of the Agreement.

g. "Products" shall mean Beverages manufactured, sold or distributed by PBC which may be amended by PBC from time to time.

h. "Term" The term of this Agreement shall be for the period commencing on the Agreement Start Date and expiring on the Agreement End Date as indicated on the front page and/or "Volume Based Term" section of this Agreement, unless sooner terminated or extended as provided herein. After the expiration of the initial term, for agreements that have a time-based duration, this Agreement shall automatically renew for successive one (1) year periods unless contrary written notice is provided by one party to the other not less than 90 days prior to the end of the initial term or any renewal period. Any renewals shall be under the same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods.

same terms and conditions, except that Customer shall not be entitled to receive any consideration identified as "one-time" or upfront for any renewal periods.

2. Consideration. In consideration of the rights granted in this Agreement, and provided the Customer is not in breach of this Agreement, PBC shall provide the Customer the following – if applicable as indicated on the first two pages of this Agreement:

a. Equipment. PBC or one of its affiliates shall retain all right title and interest in the Equipment. Subject to compliance with installation requirements, PBC shall deliver and install the Equipment at the approved designated Customer location, provided that Customer shall make available necessary electrical and plumbing facilities as required by city, state and Federal regulations. At all times during the Term, Customer shall comply with PBC's Product merchandising standards, and policies and procedures regarding the operation and use of PBC's Equipment, as such standards and policies may be updated or modified by PBC from time to time. **In connection with the foregoing, Customer acknowledges and agrees that Equipment shall only be used to house/dispense PBC Products and may not be safe or suitable for storage of non-Beverage items.** Customer agrees not to remove or cause to be removed or otherwise encumber the Equipment from the location above designated without the written consent of PBC. Customer agrees to promptly notify PBC if the Equipment needs to be repaired or serviced. Customer further agrees to fully cooperate with PBC in effecting any necessary repairs or service. Provided the Customer is in compliance with all terms and conditions of this Agreement, PBC agrees to provide free service and repair of the Equipment (except where prohibited by law). Customer shall keep the Equipment free from any liens or encumbrances except those caused by PBC. Customer shall be liable to PBC for careful use and return of the Equipment in good condition, and any Equipment or parts lost or damaged by fire, theft, accident, or for any other reason, shall be paid for, at the time of loss, by Customer. All reasonable expenses incurred by PBC in securing return of the Equipment, including but not limited to hourly charges for PBC's employees, shall be Customer's responsibility. PBC shall have the right, during Customer's usual business hours, to enter the premises where the Equipment is located and shall have free access thereto for purposes of inspecting or removing the Equipment.

b. Funding. As set forth in this Agreement, Funding, as applicable, may consist of: (1) an Upfront Development Fund payment in the amount indicated in this Agreement, payable as specified herein and earned over the duration of the Term as stated below; (2) Rebates payable for applicable Cases or Gallons or Products purchased by Customer from PBC during the applicable funding period; (3) a one-time only Signing Bonus in the amount indicated in this Agreement, payable within ninety (90) days of the later of installation of Equipment or signing of this Agreement by both parties, and earned over the duration of the Term; and (4) such other consideration as indicated on the first two pages of this Agreement, including that based on exclusive/non-exclusive status of the Customer. For funding consisting of item (1) or (3) above, the funding will be earned by Customer on an equal monthly basis over the initial Term if the Agreement has only a "time-based" duration, and will be earned on an equal per Gallon/Case basis if the Agreement has a "later of time or Gallons/Cases purchased" duration; and

c. The Customer acknowledges and agrees that all consideration set forth herein is to be earned by the Customer based on its full compliance with the terms, and requirements of this Agreement and PBC shall provide such consideration provided the Customer (1) has paid in full, without offsets, auto or other deductions, all invoices for Products delivered to the Customer, and (2) is not in breach of its obligations under this Agreement.

3. Product Price. Prices for Products (including for Ancillary Products, if applicable) shall be at the discretion of PBC and subject to change from time to time.

4. General Terms

a. Breach and Termination. In the event either party breaches a provision of this Agreement, the non-breaching party shall give the other party written notice of such breach. Upon receipt of such written notice, the breaching party shall have thirty (30) days to cure such breach. If such breach is not cured within the specified time period, the non-breaching party may terminate this Agreement upon the expiration of such cure period upon written notice to the breaching party.

b. Remedies. If PBC terminates this Agreement due to Section 4(a) above or Customer terminates this Agreement for any reason other than default by PBC, then in addition to any other remedies to which PBC may be entitled by reason of any breach, Customer shall immediately reimburse PBC for the following: (i) an amount representing reimbursement for the cost of installation and removal of the Equipment provided to Customer by PBC pursuant to this Agreement; and (ii) Customer shall reimburse PBC for a prorated portion of any funding or upfront payment advanced by PBC and not earned by Customer as of the time of termination, with such prorated amount based upon the number of remaining months in the Term as of the date of termination if the Agreement has a time-based duration, or based upon the number of outstanding Gallons/Cases remaining to be purchased as of the date of termination, as applicable if the Agreement has a later of time or Gallons/Cases duration; and (iii) an amount as liquidated damages, for lost sales suffered by PBC as a result of such termination, equal to the sum of: (1) the product of \$5 multiplied by the projected number of Gallons of Postmix, LCT and FB Products that Customer would have been expected to purchase during the remainder of the Term based on the Customer's average annualized purchase rate, and (2) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on Customer's average annualized purchase rate. In addition to the foregoing, Customer shall not receive any consideration pursuant to this Agreement which has not been fully earned or redeemed (including Pepsi Rewards points) by Customer as of the date of such breach.

c. Failure to meet Minimum Thruput Requirement. Throughout the Term, if Customer purchase trends reasonably indicate that Customer cannot achieve the average Cases/Gallons as indicated on the front page of this Agreement, then PBC shall have the right to remove Equipment completely and terminate this Agreement pursuant to Section 4(a), or substitute/adjust Equipment placement(s) as deemed reasonably necessary by PBC. The Customer shall return the Equipment within 20 days after written notice from PBC. At the end of the initial Term, or any renewal period thereafter, if Customer has failed to purchase the aggregate (e.g. for 2-year term, 1000 Gallons per fountain dispensing unit) volume threshold requirements stated herein, PBC shall have the option, in lieu of termination, to extend the Term of the Agreement until such time as the Customer's purchases reach the applicable aggregate volume thresholds, such extension to be treated under Section 1(g), above ("Automatic Extension").

d. Equipment upon Expiration or Termination of this Agreement. If this Agreement is terminated or expires and the parties do not enter into a subsequent agreement, then the Customer shall fully cooperate with PBC to insure that PBC is able to pick up its Equipment. Within 15 days after the expiration or termination the Customer shall coordinate with PBC so that PBC may pick up its Equipment at the Customer's locations. Once PBC has picked up and inspected the Equipment, PBC shall notify the Customer of any damage to or missing Equipment/parts (excluding reasonable wear and tear). Customer shall immediately pay to PBC all applicable costs, expenses, and fees associated with the repair/replacement of the Equipment or associated parts. Failure make such payment shall be deemed a material breach of this Agreement.

e. Right of Offset. PBC reserves the right to withhold payments due hereunder as an additional remedy for breach, or as an offset (partial or whole) against any amounts not paid by Customer to PBC pursuant to this Agreement, including the payments set forth in Sections 4(b) and 4(d), above.

f. Customer Representation. Customer represents and warrants to PBC that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties.

g. Non-Disclosure. Except as may otherwise be required by law or legal process, Customer shall not disclose to unrelated third parties the terms and conditions of this Agreement without the written consent of PBC.

h. Assignment/Acquisition. The Customer shall not sell, assign, transfer or otherwise encumber any interest in the Agreement without prior written consent of PBC. In the event that the Customer sells, assigns or transfers its assets to a third party or there is a change in control of the Customer, the Customer shall cause the transferee to assume all of the Customer's obligations under this Agreement prior to such sale, assignment or transfer. In the event the transferee has an existing local agreement with PBC or national agreement with PepsiCo (which agreement covers the purchase of Products), the agreement with the transferee shall continue and PBC's obligations under this agreement shall terminate. PBC may assign this Agreement at any time to an affiliate without any prior consent.

i. Unauthorized Reselling and/or Transshipment. PBC reserves the right to limit quantities, deduct/withhold funding, charge transshipment fines, or terminate this Agreement immediately (i.e., without notice/cure period) if the Customer resells Products in a manner not authorized by this Agreement, including to other resellers/distributors or for direct/indirect sale outside of the PBC Location's exclusive bottling territory. PBC will have the right to inspect Customer's warehouse for the purpose of verifying product production codes.

j. Right of First Refusal. Upon expiration or termination of this Agreement, if the parties have not entered into a new agreement, the Customer shall be free to enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage sales at the Outlets. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a thirty (30) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match.

k. Trademarks. PBC shall have final authority to review and approve, in its sole discretion, all aspects of any advertising or promotion provided for under this Agreement, including of any and all promotional or other materials utilizing PepsiCo trademarks, and no documents, point of sale, coupons, sell sheets, etc. shall be released without PBC's prior written approval. Any and all trademarked, copyrighted or other material in which either party claims or has property rights shall remain the sole and exclusive property of that party and shall be used by the other solely for the purposes listed and to the extent allowed by this Agreement.

l. Indemnification. Customer shall defend and indemnify PBC against all costs, expenses, claims or losses incurred through claims of third parties resulting from Customer's breach of the terms and conditions of this agreement as well as any claims for damages based on personal injury, death or property damage due to Customer's actions and/or omissions, including but not limited to any claims related to Customer's misuse of (and/or failure to adhere to PBC's quality and handling requirements related to) PBC's Equipment, Products or IP/Trademarks.

m. Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties, including prior funding commitments relating to the purchase of the Products by Customer. This Agreement may be amended or modified only by a writing signed by each of the parties.

Pepsi Beverages Company: Jordan Sterup		Customer:	
Signature: _____	Date: _____	Signature: _____	Date: _____

Beverage Proposal

Shelton Public Schools

Coca-Cola/Dr Pepper Company

This agreement is between Shelton Public Schools (SPS) and Coca-Cola/Dr Pepper Company of Kearney (Coca-Cola). The term of this agreement shall be for a period of twelve (12) years. This agreement shall begin July 1, 2024 and terminate June 30, 2036.

Contract Funding

Coca-Cola will contribute \$13,000 to be used for the purchase of four shot clocks for Shelton Public School. The shot clocks will become the property of Shelton Public School upon receipt. Any installation and service fees will be the responsibility of Shelton Public School.

If for any reason Shelton Public School cannot or will not honor the terms of this agreement, they will have the option of reimbursing Coca-Cola for the amount given. The amount reimbursed will be determined by using a straight-line 12-year depreciation schedule.

Annual Support

Athletic equipment

Coca-Cola will provide athletic equipment or product valued up to Five hundred dollars (\$500.00) for each year of the agreement for the Activities Director use at his discretion. This product will not be used for resale. Product can be used for Teacher's in service days, coaches, or official's hospitality areas or options for Sideline Powerade or Body Armor equipment.

Yearbook advertising

Coca-Cola agrees to purchase one (1) advertisement in the SPS yearbook. The maximum commitment for each year shall not exceed One Hundred Dollars (\$100.00).

Recycling

To support recycling efforts Coca-Cola will provide resources (recycling containers for aluminum cans and plastic bottles) to enhance existing or start recycling programs.

Calendars

Coca-Cola will provide calendars for each classroom.



Coca-Cola Dr Pepper Company
119 West Railroad Street
Kearney, Nebraska 68847



Non-vended Equipment

Coca-Cola shall provide all equipment necessary to advertise, cool and distribute products for sale at all concessions and special events. All equipment shall remain the property of Coca-Cola. The number of coolers will be decided by mutual agreement between Coca-Cola and SPS.

Coca-Cola warrants that all units provided shall be new or like new and state of the art.

Pricing

All beverage pricing will be frozen for each school year, commencing at the beginning of the agreement. Future price increases will be limited to a maximum of five percent (5%) per year from previous contract year pricing.

Coca-Cola Supplier Rights

- Coca-Cola will have the exclusive beverage rights for the following categories:
 - Carbonated beverages.
 - Non-carbonated beverages including Fruit juices, fruit punches, fruit drinks, isotonic beverages, tea, ice coffee and water including flavored and enhanced.
 - Ability to conduct mutually agreed upon promotions.
- Materials promoting products at the point of sale in a manner and location acceptable to Coca-Cola and SPS.
- Student and public access to vending machines. (Machine accessibility based on federal and local guidelines).
- Beverage rights apply to all facilities and events on SPS properties, and all functions sponsored by SPS or its recognized organizations.

Reporting

Upon request Coca-Cola will make available to SPS account cases sales, by package, for each account.

Right of Renegotiation

Coca-Cola will have the right to renegotiate a new beverage agreement, based on case sales, in the event of new government regulations banning the sale or drinking of soft drinks.

Shelton Public Schools

Coca-Cola / Dr Pepper Company of Kearney

Printed Name

Printed Name

Date

Date



Coca-Cola Dr Pepper Company
119 West Railroad Street
Kearney, Nebraska 68847



	Coke	Pepsi
Money up front for shot clocks	\$13,000	\$6,500
Length of contract	12 years	5 years
Sideline kits	Each year of the agreement \$500	Years 2-5 \$300
Yearbook advertising	\$100	NA
Rebate	NA	\$1 per case
Product pricing	Price increases limited to 5% per year. Price frozen for each school year.	Price increases limited to 5%-10% per year. Price frozen for each school year.



Omaha 402-553-7000
 Sioux Falls 605-368-2885
 Kansas City 816-822-2192
 Oklahoma City 405-381-9009
 Des Moines 515-243-8000
 St. Louis 314-230-6958
 Wichita 316-867-3100

Omaha Fax 402-553-7611

www.accessselevatorinc.com

BID

PROJECT Shelton Schools

SUBMITTED TO: Seth Jensen

PHONE NUMBER:

ATTENTION:

BID DATE: 1-25-2024

EMAIL: sjensen@sheltonbuildings.org

BIDDING FIRM: AEL, Inc.
 951 S. Saddle Creek Rd.
 Omaha, NE 68106
 800-397-4000 Phone
 402-553-7611 Fax

	YES	NO	N/A
FOB JOBSITE:	☒	☐	☐
INSTALLED:	☒	☐	☐
BOND INCLUDED:	☐	☐	☒
ADDENDA:	☐	☐	☒

CONTACT: Greg Anglim 402-658-8595

SPECIFICATIONS SECTION	DESCRIPTION	BID AMOUNT
	Install and deliver one garaventa opal model vertical lift:	
	Option B 90 degree exit, large platform, large gates, auto gate operators, auto fold ramp, screw drive, 750 lbs capacity, ADA compliant	\$27,850.00
PER PLANS & SPECS YES ☐ NO ☒		Total Bid:
SPECIFIC QUALIFICATIONS OR EXCLUSIONS:		
NOT INCLUDED IN BID no permits or inspections currently on lift in the State of Nebraska required		

Greg Anglim
 AEL, Inc. Representative

President

THIS BID IS NOT BINDING ON AEL, INC. UNLESS AND UNTIL AEL, INC. AND THE CUSTOMER HAVE SIGNED AEL, INC.'S STANDARD FORM OF CUSTOMER CONTRACT.



Omaha 402-553-7000
 Sioux Falls 605-368-2885
 Kansas City 816-822-2192
 Oklahoma City 405-381-9009
 Des Moines 515-243-8000
 St. Louis 314-230-6958
 Wichita 316-867-3100

Omaha Fax 402-553-7611

www.accesselevatorinc.com

BID

PROJECT Shelton Schools

SUBMITTED TO: Seth Jensen

PHONE NUMBER:

ATTENTION:

BID DATE: 1-25-2024

EMAIL: sjensen@sheltonbuildings.org

BIDDING FIRM: AEL, Inc.
 951 S. Saddle Creek Rd.
 Omaha, NE 68106
 800-397-4000 Phone
 402-553-7611 Fax

	YES	NO	N/A
FOB JOBSITE:	☒	☐	☐
INSTALLED:	☒	☐	☐
BOND INCLUDED:	☐	☐	☒
ADDENDA:	☐	☐	☒

CONTACT: Greg Anglim 402-658-8595

SPECIFICATIONS SECTION	DESCRIPTION	BID AMOUNT
	Install and deliver one garaventa opal model vertical lift:	
	Option A straight thru configuration, standard platform and gates, 750 lbs capacity, floor mount with auto ramp, ADA compliant, screw drive	\$21,500.00
PER PLANS & SPECS YES ☐ NO ☒		Total Bid:
SPECIFIC QUALIFICATIONS OR EXCLUSIONS:		
NOT INCLUDED IN BID no permits or inspections currently on lift in the State of Nebraska required		

Greg Anglim
 AEL, Inc. Representative

President

THIS BID IS NOT BINDING ON AEL, INC. UNLESS AND UNTIL AEL, INC. AND THE CUSTOMER HAVE SIGNED AEL, INC.'S STANDARD FORM OF CUSTOMER CONTRACT.

To whom this may concern,

I am writing to formally submit my resignation from my position at Shelton Public Schools effective May 20th, 2024.

I have sincerely enjoyed my time at Shelton Public Schools and appreciate the opportunities for professional and personal development that you have provided me. I am grateful for the support and guidance of my colleagues.

After careful consideration, I have decided to pursue a new opportunity that aligns with my long-term career goals. I believe this move is essential for my professional growth, and I am excited about the challenges and opportunities that lie ahead.

I am committed to ensuring a smooth transition during my notice period. I am willing to assist in training a replacement and complete any pending assignments to the best of my ability. I will also make sure to document my responsibilities and share relevant information with my colleagues to facilitate a seamless handover.

I would like to express my gratitude to the entire team at Shelton Public Schools for the positive working relationship we have had. I have valued the experiences and relationships I have built here, and I am confident that the skills and knowledge gained will continue to benefit me in my future endeavors.

I appreciate your understanding and support in this matter. I look forward to maintaining positive connections with everyone at Shelton and hope our paths may cross again in the future.

Thank you for the opportunities and experiences provided during my time at Shelton Public Schools.

Sincerely,

Kambria Chohon

TEACHER'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of Buffalo County School District No.19 referred to herein as the "Board" and "District" respectively, and **Michael Lowe** a legally qualified teacher, referred to herein as the "Teacher".

WITNESSETH: The Board agrees to employ Teacher above named in the schools of the district for a school year, which shall begin on or about **August 8, 2024** and conclude on or about **May 22, 2025**. Teacher accepts such employment at a salary of **\$73,661** (Step 16/MA+18) under the following conditions:

Teacher agrees to obtain a Special Education Generalist endorsement for Grades K-12 no later than September 1, 2026. The failure to obtain the required endorsement by this deadline shall be cause to non-renew, terminate, or cancel this employment contract.

FIRST: Teacher's compensation shall be payable in 12 equal installments. The first installment shall be payable on the 20th day of September and the remaining installments shall be payable on the 20th day of each month thereafter.

SECOND: Teacher will abide by the District's and Administration's policies, rules, regulations and directives. Teacher's duties are subject to assignment by the Administration. Teacher agrees to devote full time during days of school to his/her position in all respects and to perform the assigned duties diligently and faithfully to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, Teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and the Teacher or at compensation based upon the negotiated extra-curricular pay schedule.

FOURTH: This contract may be canceled or amended during its term by majority of the Board members for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of Teacher's certificate by the State Board of Education; (b) breach of any material provision of this contract; (c) any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; or (j) any conduct that interferes substantially with the teacher's continued performance of duties. Cancellation or amendment under this contract shall be governed by applicable provisions of Nebraska statute.

FIFTH: Upon termination of this contract for just cause, or upon Teacher's release from this contract, the compensation paid or to be paid hereunder shall be an amount that bears the same ratio to the yearly compensation herein specified as the number of days of service to the date of such termination bears to the number of days of service in the contract year.

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

SEVENTH: This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security and Teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

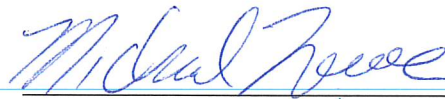
EIGHTH: Teacher affirms that he/she is not under contract with another school board or board of education within this state covering a part or all of the same time of performance as is contemplated by this agreement. Teacher affirms that he/she holds or will hold a valid Nebraska Teaching Certificate at the beginning of the term of this contract. This contract is not valid until said certificate is registered in the office of the Superintendent of Schools, and Teacher shall not be compensated for any services performed prior to the date of the registration.

NINTH: The compensation set forth in this agreement shall be subject to such adjustments as the Board and Teacher or Teacher's duly authorized bargaining agent may agree upon from time to time.

TENTH: Teacher's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District on or before **March 15, 2024** shall constitute a rejection of this offer of employment.

ELEVENTH: Other Contract Terms:

Executed 3/13, 2024.



Teacher

Executed _____, 2024.

Board President

Board Secretary

SHELTON
Performance Objectives Evaluation Instrument
2023-2024

**Provide updates to the board quarterly (August, November, February, May) on progress toward goals.*

#1 - BUDGET

- Create a realistic and workable budget
- Budget to be able to carry out the Shelton Capital Improvement Schedule
- Stay abreast of current budget and continue to build cash reserve
- Manage and build depreciation funds

ASSESSMENT BASED ON EVIDENCE FOR DR. GANNON IN THIS AREA:

Exemplary	Proficient	Developing	Needs Improvement
-----------	------------	------------	-------------------

FEEDBACK / COMMENTS:

#2 - COMMUNICATION

- Create a timely and consistent communication mechanism on hot topics or relevant information at least twice a month for the Board of Education
- Utilize district wide communication tools and social media to provide timely information as it relates to consistent communication for students and parents
- Develop and implement an action plan based on the results of the NASB Staff Well-being Survey
- Create a visible presence in the school at activities and local organizations
 - attend village board meetings or join local organizations
- Create a timely and consistent communication mechanism on hot topics or relevant information at least twice a month for the Board of Education
 - Keep board members informed of significant events or developments within the school district, ensuring transparency, accountability, and effective governance.
- Leverage resources to guide decision-making including superintendents from neighboring schools, law enforcement, NDE, professional networks, and our school attorney when necessary.

ASSESSMENT BASED ON EVIDENCE FOR DR. GANNON IN THIS AREA:

Exemplary	Proficient	Developing	Needs Improvement
-----------	------------	------------	-------------------

FEEDBACK / COMMENTS:

#3 - EXPECTATIONS AND ACCOUNTABILITY

- Promote high and consistent expectations for staff and students
- Create roles and responsibilities to determine if the current staffing is sustainable (all roles in the district).
- Continue to develop collaborative relationships between all staff to maximize opportunities for students.
- Create a consistent classroom management system throughout the entire building to improve teacher effectiveness, student engagement, and behavior in alignment with district standards and best practices.
 - Implement the new classroom management plan by the beginning of the fourth quarter of 2024 and conduct regular assessments every two weeks with principals to monitor progress.
 - Principals will conduct assessments to track teacher adherence to the established classroom management protocols.
 - Evaluate the effectiveness at the end of the semester and make necessary adjustments for continuous improvement.
- Enforce a district-wide sportsmanship initiative aimed at promoting positive behaviors, respect, and fair play among student-athletes and coaches/sponsors across all athletic events and competitions.
 - Work with the athletic director to enforce the district-wide sportsmanship code of conduct that outlines expectations for student-athletes and coaches regarding respectful behavior, fair play, and positive sportsmanship.
 - Incorporate sportsmanship education and training into preseason activities and training for coaches, student-athletes, staff members, and parents.

ASSESSMENT BASED ON EVIDENCE FOR DR. GANNON IN THIS AREA:

Exemplary	Proficient	Developing	Needs Improvement
-----------	------------	------------	-------------------

FEEDBACK / COMMENTS:

OVERALL ASSESSMENT BASED ON EVIDENCE FOR SHANNA:

Exemplary	Proficient	Developing	Needs Improvement
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OVERALL SUMMARY FEEDBACK / COMMENTS:

Educational Service Unit 10
Kearney, NE



ESSA Title Funds
2024-2025 Consortium Participation Information

School District Shelton

*Is there a non-public affiliated with your district? Yes _____ No ✓

Consortium Participation

☐ **I plan to consort 100% of funds in the following title programs:**

- | | | |
|--|--------------|-------------|
| • Title II-A (Teacher and Principal Training) | Yes _____ | No <u>✓</u> |
| • Title III-EL (English Learner) | Yes _____ | No <u>✓</u> |
| • Title IV (Student Support & Academic Enrichment) | Yes <u>✓</u> | No _____ |

☒ **I plan to enter into a Title I-A Support Contract** Yes ✓ No _____

- District Contract Cost
 - 2% of total 2024-2025 Title I allocation
- Contract to be issued and signed in July 2024

☐ **I do not plan to consort any title funds with ESU 10.**

Superintendent Signature

Date

Return by **April 19, 2024** to Denise O'Brien, dobrien@esu10.org

Educational Service Unit 10
76 Plaza Boulevard
PO Box 850
Kearney, NE 68848-0850
FAX: 308-237-5920

ESU 10 2023-24 ESSA Consortium Participation

ESU 10 School District	Contract Title I-A Support Yes/No	Title II-A Yes/No	Title III-EL Yes/No/NA	Title IV-A Yes/No
Amherst	Yes	Yes	NA	Yes
Anselmo-Merna	Yes	No	NA	No
Ansley	Yes	Yes	NA	Yes
Arcadia	Yes	Yes	Yes	Yes
Arnold	Yes	Yes	Yes	Yes
Broken Bow	No	No	Yes	No
Burwell	No	No	NA	No
Callaway	Yes	Yes	Yes	Yes
Central Valley	No	No	Yes	No
Centura	No	No	NA	No
Cozad	No	No	Yes	No
Elba	Yes	Yes	Yes	Yes
Elm Creek	No	No	Yes	No
Gibbon	No	No	Yes	No
Gothenburg	No	No	No	No
Grand Island	No	No	No	No
Kearney	No	No	No	No
Lexington	No	No	No	No
Litchfield	Yes	Yes	NA	Yes
Loup City	Yes	Yes	Yes	Yes
Loup County	Yes	No	Yes	No
Northwest	No	No	Yes	No
Ord	No	No	NA	Yes
Overton	Yes	Yes	Yes	Yes
Pleasanton	Yes	Yes	Yes	Yes
Ravenna	Yes	No	Yes	No
Riverside	Yes	Yes	Yes	Yes
Sandhills	Yes	Yes	Yes	Yes
Sargent	Yes	No	Yes	No
SEM	Yes	Yes	Yes	Yes
Shelton	Yes	Yes	Yes	No
St. Paul	No	No	NA	No
Wood River	No	No	Yes	No



Our focus is on Serving you!

EDUCATIONAL SERVICE UNIT 10

76 Plaza Boulevard ▪ PO Box 850

Kearney, NE 68848-0850

Ph. 308.237.5927 ▪ Fax 308.237.5920

www.esu10.org

2024-2025 ESU 10 Title IIA & Title IV Consortium Membership Benefits

ESSA Grant Application

- ESU 10 personnel completes the ESSA Grant Application in the NDE Grant Management System
- ESU 10 conducts an annual survey of consortium member administrators to guide the programming decisions and use of Title IIA & Title IV funding

National Experts

- ESU 10 is able to provide high quality training from national education experts due to the pooling of resources through the Title IIA & Title IV Consortia

ESU 10 Title IIA Trainings & Benefits

- Reduced registration fee for all teachers and administrators (only charged for the cost of lunch)
- Schools receive substitute reimbursement of \$125 per day for every teacher that attends trainings during the school year
- Teachers receive contracted services pay of \$150 per day (Maximum of \$750) for attending summer workshops
- Schools may request reimbursement for **Conference Registrations** attended outside of ESU 10 by administrators, teachers, and paraprofessional up to 10% of the dollars consorted

ESU 10 Sponsored Title IV Trainings & Benefits

- Reduced registration fee for all teachers and administrators (only charged for the cost of lunch)
- Schools receive substitute reimbursement of \$125 per day for every teacher that attends trainings during the school year
- Teachers receive contracted services pay of \$150 per day for attending summer workshops
- Schools may request reimbursement for **Conference Registrations** attended outside of ESU 10 by administrators and teachers for Title IV approved professional learning.
- Schools may request reimbursement for **Title IV approved digital learning licenses** up to a maximum of \$6,000

Schools must consort 100% of their Title IIA & Title IV funding to be a member of the ESU 10 Consortium

Please direct any ESU 10 Title IIA & Title IV Consortium questions to:

Denise O'Brien

dobrien@esu10.org

Teaching and Learning Director

Title IIA & Title IV Grant Administrator

ESU 10 Title III Consortium Member Benefits, 2024-2025



Consortium Goal:

- Support districts' efforts to improve English Learners' language acquisition and achievement in all content areas.

District Responsibilities:

- Submit an updated copy (print or electronic) of the district's ELD (English Language Development) Program Manual or ELD related policies. At minimum, the following must be submitted during the 2024-25 grant year:
 - An updated copy of a letter notifying parents that a child has been identified as an English Learner (EL) in an understandable language. (See Rule 15, Section 003.04)
 - A copy of the current EL Program Review written report. (See Rule 15, Section 008.04)
 - Additional documentation may be required.
 - The consortium will provide support for development of these items. Please contact Theresa Ritta-Olson (theresa.rittaolson@esu10.org) for assistance.
- Request reimbursement or payments for services and expenses that supplement local Language Acquisition programming according to Title III requirements. (Please note that these are typically approved on a case-by-case basis.)
- Districts are responsible for the Nebraska Rule 15 and Title III program requirements pursuant to federal formula grant guidelines. For a description of required and authorized activities, please visit the Nebraska Department of Education website: <https://www.education.ne.gov/natlorigin/>

ESU 10 Title III Consortium Services:

- Regional Coordinator and Bookkeeper
 - ESU 10 Title III Consortium districts will receive the services of the Title III Regional Coordinator for consultation, coordination, and bookkeeping.
 - These services include submission of the grant's consolidated application, payment documentation, reimbursement of expenditures, and professional development.
- Title III Network
 - This is a forum for district personnel responsible for Title III programs and instruction to discuss pertinent issues, study pedagogy, share and explore resources, and network with colleagues.