

**Regular Meeting of the Shelton Public Schools Board of Education**  
**Monday, June 13, 2022**  
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, June 13, 2022 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

Joe Berglund: Present, Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Present, Emmy Power: Present, Lisa Stewart: Present. Present: 6.

Two visitors were present. Administrators Gannon, Kenton, and Meyer were present.

2. Routine matters

2.a. Review and approve minutes

Motion made by Chris Lewis seconded by Lisa Stewart to approve the May 16th Board of Education minutes as amended. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

2.b. Review and approve claims

Motion made by Emmy Power seconded by Joe Berglund to approve claims 55033-55099 in the amount of \$210,843.99 plus regular payroll. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

3. Request to address the Board of Education

There were no requests to address the Board of Education.

#### 4. Reports

##### 4.a. Financial Report

Dr. Gannon shared the financial status of the District.

##### 4.b. Board Report

There were no board committee meetings to report on.

##### 4.c. Superintendent's Report

Dr. Gannon has completed a draft of the 22-23 budget that is submitted to NDE in September. Most end of the year reporting is happening this month. Waiting on this year's policy updates from KSB. Handbooks should be ready for review at the July meeting. Dr. Gannon is working with Alicap to finalize insurance claims; she summarized the damage that occurred from the latest storm. New teacher training is June 14 & 15.

##### 4.d. Principal's Report

Mr. Kenton shared the master summary report for drug testing for the 21-22 school year. We didn't have any positive tests. Mr. Kenton will attend a principal professional development opportunity next school year with ESU 10. Driver's Education took place the week of June 6th. JH and HS credit recovery has begun.

#### 5. New Business

##### 5.a. Consideration to approve a teaching contract for Linda Christiancy for the 22-23 school year

Motion made by Lisa Stewart seconded by Kay Johnson to approve a teaching contract for Linda Christiancy for the 22-23 school year. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.b. Discussion and possible action regarding classified staff salaries for the 22-23 school year.

Motion made by Russ Muhlbach seconded by Lisa Stewart to approve the amended classified staff salaries for the 22-23 school year. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.c. Discussion and consideration to approve the Superintendent's salary for the 22-23 school year.

Motion made by Chris Lewis seconded by Lisa Stewart to approve the Superintendent's salary for the 22-23 school year as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.d. Information regarding the Shelton Climate-Culture Plan for Success

Dr. Gannon shared the results of the Shelton Climate/Culture Initiative through NASB, as well as the goals and plan for success.

5.e. Discussion and possible action regarding missing policies in handbooks: 9019 Dating Violence, 9020 Initiating and Hazing

Motion made by Chris Lewis seconded by Emmy Power to adopt Policy 9019: Dating Violence and Policy 9020: Initiations and Hazing as presented. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.f. Review and/or revise policies: Policy 9018 Student Discipline, 9004 Student Driving and parking, 9009 Graduation Requirements, 9010 Student Bullying

Motion made by Emmy Power seconded by Kay Johnson to approve POLICY 9004: STUDENT DRIVING AND PARKING, POLICY 9009: GRADUATION REQUIREMENTS, POLICY 9010: STUDENT BULLYING, and POLICY 9018: Student Discipline as amended. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

5.g. Board governance

President Lewis led the discussion on Board governance.

5.h. Executive session to protect the privacy of individuals

The Board did not have a need to enter into executive session

6. Old Business

Dr. Gannon will send out the updated Supt evaluation tool for review/approval at next month's meeting.

7. Adjournment

Motion made by Emmy Power seconded by Kay Johnson to adjourn at 9:57PM. Vote: Passed

Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power: Yea, Lisa Stewart: Yea

Yea: 6, Nay: 0

Respectfully Submitted,  
Emmy Power, Secretary

**Regular Meeting of the Shelton Public Schools Board of Education**  
**Monday, May 16, 2022**  
the Elementary Conference Room  
7:30 PM

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1. Call to order and roll call

Joe Berglund: Present, Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Present, Emmy Power: Present, Lisa Stewart: Present. Present: 6.

Two visitors were present. Administrators Gannon, Kenton and Meyer were present.

2. Routine matters

2.a. Review and approve minutes

Motion made by Lisa Stewart seconded by Joe Berglund to approve minutes from the regular board of education meeting on April 11, 2022. Vote: Passed

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

2.b. Review and approve claims

Motion made by Emmy Power seconded by Kay Johnson to approve claim numbers 54965-55026 in the amount of \$207,966.18 plus regular payroll. Vote: Passed

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

3. Request to address the Board of Education

There were no requests to address the Board of Education

4. Reports

4.a. Financial Report

Dr. Gannon gave an update on the financial status of the district.

4.b. Board Report

There were no committees to report to the Board. NASB is offering seminars this summer.

#### 4.c. Superintendent's Report

Dr. Gannon shared a list of summer projects the custodians will be completing. The TVC Executive Committee will meet to discuss and vote on Giltner joining the conference. This month we will make a payment out of our transportation depreciation fund to purchase a bus from Giltner; which will be here by the end of May. Dr. Gannon will begin interviews for the custodial position the week of May 23rd.

#### 4.d. Principal's Report

Current enrollment is 282 students. All formal evaluations have been completed. Mr. Kenton has also completed coursework to be certified for a PK-12 Principalship. Congrats to the 11 State Track qualifiers. Summer school for JH/HS students starts in May. Elementary Smart Start Summer School will begin in July and run for four weeks. Discussed Fall sports schedule.

#### 5. New Business

5.a. Consideration to approve the resignation of Tess Kirshner at the end of the 2021-22 school year.

Motion made by Russ Muhlbach seconded by Lisa Stewart to approve the resignation of Tess Kirshner at the end of the 2021-22 school year. Vote: Passed

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

5.b. Information and discussion regarding a Visa Check Card Program through Exchange Bank with school logo

Levi Rogers presented information regarding a VISA Check Card program through Exchange Bank with school logo.

5.c. Discussion regarding the staff wellness survey and self reflection

Dr. Gannon shared the results of the staff wellness survey. Marcia Herring will be here March 19th to meet with focus groups for further discussion and problem-solving.

5.d. Consideration to approve classified staff wages for the 22-23 school year

Motion made by Chris Lewis seconded by Lisa Stewart to approve the classified staff wages for the 22-23 school year as amended. Vote: Passed

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

5.e. Discussion and possible revision of superintendent evaluation goals

Board discussed revisions to Superintendent evaluation goals.

6. Old Business

There was no old business.

7. Adjournment

Motion made by Joe Berglund seconded by Kay Johnson to adjourn at 10:02 PM. Vote: Passed  
Joe Berglund: Yea, Kay Johnson: Yea, Chris Lewis: Yea, Russ Muhlbach: Yea, Emmy Power:  
Yea, Lisa Stewart: Yea  
Yea: 6, Nay: 0

Respectfully Submitted,  
Emmy Power, Secretary



# Shelton Public Schools

## Check Register Report by Check Number

Bank: [All]; Bank Account: [All]; Begin Check Number: 55033; End Check Number: 55099; Check Status: Paid; Created On: 6/9/2022 9:11:32 PM

Bank	Account Number				
Cornerstone Bank	031038968				
Paid Date	Check Number	Type	Vendor Name	Amount	Check Status
6/13/2022	55033	Payroll Liability	Aflac	\$2,115.86	Paid
6/13/2022	55034	Payroll Liability	Blue Cross Blue Shield	\$55,514.61	Paid
6/13/2022	55035	Payroll Liability	Colonial Life & Accident Insurance Co	\$39.75	Paid
6/13/2022	55036	Payroll Liability	Companion Insurance Company	\$109.50	Paid
6/13/2022	55037	Payroll Liability	Credit Management Services, Inc.	\$216.18	Paid
6/13/2022	55038	Payroll Liability	Dist. 19 Payroll Acct.	\$7,026.15	Paid
6/13/2022	55039	Payroll Liability	District 19 Payroll Acct.	\$46,210.76	Paid
6/13/2022	55040	Payroll Liability	General Collection Co.	\$482.70	Paid
6/13/2022	55041	Payroll Liability	Horace Mann Life Insurance Co	\$50.00	Paid
6/13/2022	55042	Payroll Liability	Payroll Account - Dist 19	\$600.00	Paid
6/13/2022	55043	Payroll Liability	Principal Life Insurance Co	\$940.69	Paid
6/13/2022	55044	Payroll Liability	Shelton School Payroll Acct.	\$39,782.96	Paid
6/13/2022	55045	Payroll Liability	Vision Service Plan	\$513.68	Paid
6/13/2022	55046	Accounts Payable	Black Hills Energy	\$2,316.06	Paid
6/13/2022	55047	Accounts Payable	Builders How-to Warehouse	\$177.66	Paid
6/13/2022	55048	Accounts Payable	Cash-wa Distributing Co.	\$407.65	Paid
6/13/2022	55049	Accounts Payable	Cengage Learning	\$81.50	Paid
6/13/2022	55050	Accounts Payable	Clipper Publishing Co., Inc.	\$495.91	Paid
6/13/2022	55051	Accounts Payable	Comfy Bowl, Inc.	\$340.00	Paid
6/13/2022	55052	Accounts Payable	Computer Hardware, Inc.	\$2,088.00	Paid
6/13/2022	55053	Accounts Payable	Construction Rental Inc.	\$324.99	Paid
6/13/2022	55054	Accounts Payable	Culligan	\$45.00	Paid
6/13/2022	55055	Accounts Payable	DAS State Accounting - Central Finance	\$453.03	Paid
6/13/2022	55056	Accounts Payable	Divas Kearney Floral Co	\$635.00	Paid
6/13/2022	55057	Accounts Payable	Diversified Drug Testing, LLC	\$109.00	Paid
6/13/2022	55058	Accounts Payable	Eakes Office Solutions	\$2,444.60	Paid
6/13/2022	55059	Accounts Payable	Educational Service Unit #10	\$23,071.91	Paid
6/13/2022	55060	Accounts Payable	EducationQuest Foundation	\$160.20	Paid
6/13/2022	55061	Accounts Payable	Eileen's Colossal Cookies	\$28.80	Paid
6/13/2022	55062	Accounts Payable	Heartland Disposal, Inc.	\$307.00	Paid
6/13/2022	55063	Accounts Payable	Hellerich, Joshua A	\$49.18	Paid
6/13/2022	55064	Accounts Payable	Hobby Lobby Stores, Inc	\$377.36	Paid
6/13/2022	55065	Accounts Payable	Hometown Leasing	\$653.27	Paid
6/13/2022	55066	Accounts Payable	K & K	\$2,586.25	Paid
6/13/2022	55067	Accounts Payable	Kelly Supply Company	\$9.54	Paid
6/13/2022	55068	Accounts Payable	Kenesaw Motor Co.	\$827.45	Paid
6/13/2022	55069	Accounts Payable	KSB School Law PC LLO	\$1,292.50	Paid
6/13/2022	55070	Accounts Payable	Language Testing International, Inc	\$100.00	Paid
6/13/2022	55071	Accounts Payable	Larry's Market	\$44.38	Paid
6/13/2022	55072	Accounts Payable	Matheson Tri-Gas, Inc.	\$78.17	Paid
6/13/2022	55073	Accounts Payable	MCI	\$58.55	Paid
6/13/2022	55074	Accounts Payable	Menards - Grand Island	\$847.59	Paid
6/13/2022	55075	Accounts Payable	Midwest Technology Products	\$107.17	Paid
6/13/2022	55076	Accounts Payable	Music Treasures	\$50.27	Paid
6/13/2022	55077	Accounts Payable	NE State Fire Marshal/Boiler Inspection	\$72.00	Paid
6/13/2022	55078	Accounts Payable	Nebraska Air Filter, Inc.	\$1,502.53	Paid
6/13/2022	55079	Accounts Payable	Nebraska Central Telephone Co	\$318.32	Paid
6/13/2022	55080	Accounts Payable	Nebraska Public Power Dist.	\$3,890.96	Paid
6/13/2022	55081	Accounts Payable	Nebraska Safety Center @ UNK	\$100.00	Paid

6/13/2022	55082	Accounts Payable	Optum	\$300.00	Paid
6/13/2022	55083	Accounts Payable	Plank Road Publishing, Inc..	\$159.05	Paid
6/13/2022	55084	Accounts Payable	PowerSchool Group, LLC	\$1,875.63	Paid
6/13/2022	55085	Accounts Payable	Really Good Stuff LLC	\$210.97	Paid
6/13/2022	55086	Accounts Payable	School Health Corporation	\$123.69	Paid
6/13/2022	55087	Accounts Payable	School Specialty Inc	\$53.50	Paid
6/13/2022	55088	Accounts Payable	Shelton School Lunch Fund	\$125.66	Paid
6/13/2022	55089	Accounts Payable	Shelton School Petty Cash	\$1,075.93	Paid
6/13/2022	55090	Accounts Payable	Soar Learning, Inc	\$1,809.50	Paid
6/13/2022	55091	Accounts Payable	Student Lap Tracker	\$378.25	Paid
6/13/2022	55092	Accounts Payable	SYNCB/AMAZON	\$962.96	Paid
6/13/2022	55093	Accounts Payable	Teacher Innovations, Inc.	\$378.00	Paid
6/13/2022	55094	Accounts Payable	Teachers Synergy, LLC	\$317.67	Paid
6/13/2022	55095	Accounts Payable	The Sherwin-Williams Co.	\$1,720.50	Paid
6/13/2022	55096	Accounts Payable	U.S. Postal Service	\$226.00	Paid
6/13/2022	55097	Accounts Payable	Village Of Shelton	\$971.59	Paid
6/13/2022	55098	Accounts Payable	Warther Woodworking	\$73.95	Paid
6/13/2022	55099	Accounts Payable	Woodward Disposal Service, Inc.	\$26.50	Paid
<b>Sub Total</b>				<b>\$210,843.99</b>	
<b>Grand Total</b>				<b>\$210,843.99</b>	

# Shelton Public Schools

## Check Listing Report

Accounting Cycle: FY21-22; Begin Date: 06/01/2022; End Date: 06/30/2022; Bank: [ALL]; Sort By Element: FUND; Account Expression: ([FUND] = "01"); Created On: 6/9/2022 9:06:42 PM

Check Date	Check Number	Payee	Type	Amount
06/13/2022	55046	Black Hills Energy	Accounts Payable	\$2,316.06
06/13/2022	55047	Builders How-to Warehouse	Accounts Payable	\$177.66
06/13/2022	55048	Cash-wa Distributing Co.	Accounts Payable	\$407.65
06/13/2022	55049	Cengage Learning Inc	Accounts Payable	\$81.50
06/13/2022	55050	Clipper Publishing Co., Inc.	Accounts Payable	\$495.91
06/13/2022	55051	Comfy Bowl, Inc	Accounts Payable	\$340.00
06/13/2022	55052	Computer Hardware, Inc.	Accounts Payable	\$2,088.00
06/13/2022	55053	Construction Rental Inc.	Accounts Payable	\$324.99
06/13/2022	55054	Culligan	Accounts Payable	\$45.00
06/13/2022	55055	DAS State Accounting - Central Finance	Accounts Payable	\$453.03
06/13/2022	55056	Divas Kearney Floral Co	Accounts Payable	\$635.00
06/13/2022	55057	Diversified Drug Testing, LLC	Accounts Payable	\$109.00
06/13/2022	55058	Eakes Office Solutions	Accounts Payable	\$2,444.60
06/13/2022	55059	Educational Service Unit #10	Accounts Payable	\$23,071.91
06/13/2022	55060	EducationQuest Foundation	Accounts Payable	\$160.20
06/13/2022	55061	Eileen's Colossal Cookies	Accounts Payable	\$28.80
06/13/2022	55062	Heartland Disposal, Inc.	Accounts Payable	\$307.00
06/13/2022	55063	Hellerich, Joshua A	Accounts Payable	\$49.18
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06/13/2022	55068	Kenesaw Motor Co.	Accounts Payable	\$827.45
06/13/2022	55069	KSB School Law PC LLO	Accounts Payable	\$1,292.50
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06/13/2022	55071	Larry's Market	Accounts Payable	\$44.38
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06/13/2022	55074	Menards - Grand Island	Accounts Payable	\$847.59
06/13/2022	55075	Midwest Technology Products	Accounts Payable	\$107.17
06/13/2022	55076	Music Treasures	Accounts Payable	\$50.27
06/13/2022	55077	NE State Fire Marshal/Boiler Inspection Division	Accounts Payable	\$72.00
06/13/2022	55078	Nebraska Air Filter, Inc.	Accounts Payable	\$1,502.53
06/13/2022	55079	Nebraska Central Telephone Co	Accounts Payable	\$318.32
06/13/2022	55080	Nebraska Public Power Dist.	Accounts Payable	\$3,890.96
06/13/2022	55081	Nebraska Safety Center @ UNK	Accounts Payable	\$100.00
06/13/2022	55082	Optum	Accounts Payable	\$300.00
06/13/2022	55083	Plank Road Publishing, Inc.	Accounts Payable	\$159.05
06/13/2022	55084	PowerSchool Group, LLC	Accounts Payable	\$1,875.63
06/13/2022	55085	Really Good Stuff LLC	Accounts Payable	\$210.97
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06/13/2022	55095	The Sherwin-Williams Co.	Accounts Payable	\$1,720.50
06/13/2022	55096	U.S. Postal Service	Accounts Payable	\$226.00
06/13/2022	55097	Village Of Shelton	Accounts Payable	\$971.59

06/13/2022	55098	Warther Woodworking	Accounts Payable	\$73.95
06/13/2022	55099	Woodward Disposal Service, Inc.	Accounts Payable	\$26.50
<b>Sub Total</b>				<b>\$57,241.15</b>

**SHELTON PUBLIC SCHOOLS: GENERAL FUND MONTHLY COMPARISON**

	2020-21	2021-22		2020-21	2021-22
Sept. Expenditures Reported @ Board Mtg	\$221,441.00	\$238,035.00	Mar. Expenditures Reported @ Board Mtg	202,274.00	\$101,329.00
Sept. Net Payroll	\$154,292.00	\$152,435.00	Mar. Net Payroll	151,673.00	\$244,426.00
Sept. EOM Expenditures	-	-	Mar. EOM Expenditures	-	-
Total Sept. Expenditures	<b>\$ 375,733.00</b>	<b>\$ 390,470.00</b>	Total Mar. Expenditures	<b>353,947.00</b>	<b>\$345,755.00</b>
Percent of Budget Spent	5.08%	5.21%	Accumulated Totals	<b>\$ 2,559,255.00</b>	<b>\$ 2,174,543.00</b>
Cash On Hand	<b>\$ 1,279,562.89</b>	<b>\$1,454,002.00</b>	Percent of Budget Spent	4.79%	4.62%
			Cash On Hand	<b>\$ 670,187.00</b>	<b>\$ 911,789.00</b>
Oct. Expenditures Reported @ Board Mtg	220,279.00	\$241,803.00	April Expenditures Reported @ Board Mtg	204,634.00	\$57,244.00
Oct. Net Payroll	153,801.00	\$150,362.00	April Net Payroll	153,248.00	\$244,969.00
Oct. EOM Expenditures			April EOM Expenditures	-	-
Total Oct. Expenditures	<b>\$374,080.00</b>	<b>\$392,165.00</b>	Total April Expenditures	<b>357,882.00</b>	<b>302,213.00</b>
Accumulated Totals	<b>\$ 749,813.00</b>	<b>\$ 782,635.00</b>	Accumulated Totals	<b>\$ 2,917,137.00</b>	<b>\$ 2,476,756.00</b>
Percent of Budget Spent	5.06%	5.24%	Percent of Budget Spent	4.84%	4.03%
Cash On Hand	<b>\$ 1,238,265.00</b>	<b>\$1,201,721.00</b>	Cash On Hand	<b>\$ 651,643.00</b>	<b>\$ 715,126.00</b>
Nov. Expenditures Reported @ Board Mtg	\$225,593.00	\$94,208.00	May Expenditures Reported @ Board Mtg	251,846.00	\$57,241.00
Nov. Total Payroll	\$157,908.00	\$267,463.00	May Net Payroll	154,483.00	\$247,243.00
Nov. EOM Expenditures	-	-	May EOM Expenditures	-	-
Total Nov. Expenditures	<b>\$383,501.00</b>	<b>\$361,671.00</b>	Total May Expenditures	<b>406,329.00</b>	<b>304,484.00</b>
Accumulated Totals	<b>\$ 1,133,314.00</b>	<b>\$1,144,306.00</b>	Accumulated Totals	<b>\$ 3,323,466.00</b>	<b>\$ 2,781,240.00</b>
Percent of Budget Spent	5.19%	4.83%	Percent of Budget Spent	5.50%	4.06%
Cash On Hand	<b>\$ 946,507.90</b>	<b>\$909,822.00</b>	Cash On Hand	<b>\$ 1,435,584.00</b>	<b>\$ 1,725,023.00</b>
Dec. Expenditures Reported @ Board Mtg	217,069.00	\$86,223.00	June Expenditures Reported @ Board Mtg	230,250.00	
Dec. Total Payroll	152,404.00	\$245,586.00	June Net Payroll	145,871.00	
Dec. EOM Expenditures		-	June EOM Expenditures	-	-
Total Dec. Expenditures	<b>369,473.00</b>	<b>331,809.00</b>	Total June Expenditures	<b>376,121.00</b>	-
Accumulated Totals	<b>\$ 1,502,787.00</b>	<b>\$ 1,241,631.00</b>	Accumulated Totals	<b>\$ 3,699,587.00</b>	<b>\$ 2,781,240.00</b>
Percent of Budget Spent	5.00%	4.43%	Percent of Budget Spent	5.09%	0.00%
Cash On Hand	<b>\$ 667,873.95</b>	<b>\$ 686,300.00</b>	Cash On Hand	<b>\$ 1,425,759.00</b>	
Jan. Expenditures Reported @ Board Mtg	197,420.00	\$49,418.00	July Expenditures Reported @ Board Mtg	286,319.00	
Jan. Net Payroll	148,885.00	\$243,555.00	July Net Payroll	146,403.00	
Jan. EOM Expenditures	-		July EOM Expenditures	-	-
Total Jan. Expenditures	<b>\$346,305.00</b>	<b>\$292,613.00</b>	Total July Expenditures	<b>432,722.00</b>	
Accumulated Totals	<b>\$ 1,849,092.00</b>	<b>\$ 1,534,244.00</b>	Accumulated Totals	<b>\$ 4,132,309.00</b>	<b>\$ 2,781,240.00</b>
Percent of Budget Spent	4.69%	3.91%	Percent of Budget Spent	5.86%	0.00%
Cash On Hand	<b>\$ 801,434.00</b>	<b>\$ 993,449.00</b>	Cash On Hand	<b>\$ 1,110,707.00</b>	
Feb. Expenditures Reported @ Board Mtg	\$206,032.00	\$52,409.00	August Expenditures Reported @ Board Mtg	\$217,765.00	
Feb. Net Payroll	\$150,184.00	\$242,135.00	August Net Payroll	\$171,935.00	
Feb. EOM Expenditures		-	August EOM Expenditures	-	
Total Feb. Expenditures	<b>356,216.00</b>	<b>294,544.00</b>	Total August Expenditures	<b>389,700.00</b>	
Accumulated Totals	<b>\$ 2,205,308.00</b>	<b>\$ 1,828,788.00</b>	Accumulated Totals	<b>\$ 4,522,009.00</b>	<b>\$ 2,781,240.00</b>
Percent of Budget Spent	4.82%	3.93%	<b>BUDGET</b>	<b>\$7,389,889.00</b>	<b>\$7,491,037.00</b>
Cash On Hand	<b>\$ 759,347.00</b>	<b>\$ 1,050,940.00</b>	<b>TOTAL % OF BUDGET SPENT =</b>	<b>62.21%</b>	
			Cash On Hand	<b>\$ 785,296.00</b>	

**DISTRICT 19 FINANCIAL STATUS AS OF May 31,2022**

**CASH RESERVES:**

GENERAL FUND CASH RESERVE	(5/31/2022 Interest + \$734.26)	\$1,249,291.02
SPECIAL BUILDING CASH RESERVE	(5/31/2022 Interest + \$62.70)	\$67,528.52

**TOTAL CASH RESERVE ACCOUNTS: \$1,316,819.54**

**SAVINGS:**

GENERAL FUND CR SAVINGS 5882	\$150,888.32
<b>\$150,888.32</b>	

UNEMPLOYMENT SAVINGS #5891	\$26,564.84
VEH/BUS ACQ. Savings #9457	\$42,219.24
TECHNOLOGY ACQ SAVINGS # 5918	\$51,212.50
PARKING LOT DEPR. SAVINGS #5909	\$70,316.08
BAND UNIFORM SAVINGS #5900	\$0.10
HVAC Savings #9475	\$67,002.47

**TOTAL DEPRECIATION SAVINGS: \$257,315.23**

**TOTAL SAVINGS: \$408,203.55**

**TOTAL OF DISTRICT FUNDS: \$1,725,023.09**

<b><u>TAXES:</u></b>	<b><u>GENERAL</u></b>	<b><u>BUILDING</u></b>	<b><u>FUND TOTALS:</u></b>	
BUFFALO	\$936,832.29	\$0.00	GENERAL	\$1,400,179.34
HALL	\$228,025.53	\$0.00	DEPRECIATION	\$257,315.23
ADAMS	\$11,770.52	\$0.00	LUNCH	\$41,094.46
KEARNEY	\$11,149.22	\$0.00	SPECIAL BLDG	67,528.52
<b>TOTAL TAXES</b>	<b>\$1,187,777.56</b>	<b>\$0.00</b>		

<b>Net Wages</b>	\$ 153,557.63
<b>General Fund Expenditures</b>	\$ 57,241.15
<b>Employee - Liabilities</b>	\$ 93,685.07

<b>Receipts for May 2022</b>	\$ 1,366,922.14
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# **Superintendent Report for June 2022**

## **Superintendent June To-Do List:**

- **Budget:** I have completed a draft of the 22-23 budget that is submitted to NDE in September. This is a draft because I don't have official valuations. The purpose of doing a draft is to make things a little more efficient in the fall when the final budget is created. Just a reminder, this is different from the working budget which Missy and I will begin working on in August.
  - Things for the board to consider is if you would like to schedule a budget workshop in August to review the budget prior to the budget and tax hearing in September?
- **End of the year reporting:**
  - Consolidated Data Collection for NDE due June 15
  - ADVISER Data Collection submitted June 15 and approved by June 30th
  - SPED IDEA Consolidated Grant due June 30th
- **Policy and Handbook Revision:**
  - Waiting on this year's policy updates from KSB. Will bring those to the board as soon as I receive them.
  - Mr. Kenton and I are working on handbooks now and should have those ready for board review in July or whenever we have policies from KSB.
    - We are trying to find a time for the handbook committee to meet to make their final recommendations.
- **Insurance Claim**
  - Work with Alicap to finalize insurance claims
- **Prepare New Teacher Induction Training**
  - New teacher training June 14 & 15

Respectfully Submitted,

Dr. Gannon

To: Board of Education  
From: Jeff Kenton  
Date: June 13, 2022  
Re: Board Report

- I have attached the Master Summary Report for drug testing during the 2021-2022 school year.
- I am excited about a principal professional development opportunity next school year with ESU 10. The principal leadership network objectives are:
  - To facilitate multiple small principal networks who support each other to make clear, measurable progress in increasing equitable student outcomes at each of their respective schools
  - To build professional learning communities for school leaders as they focus on improving instruction, school culture, and effective learning environments
  - To engage network teams in data-rich conversations that lead to improved equitable student outcomes
  - To pinpoint effective, evidence-based practices that are likely to lead to increased equitable student outcomes
  - To give and receive network triad peer to peer growth producing feedback that is specific, timely, positive, and delivered in a non-directive voice
- Drivers Education started on June 6th
  - Consists of 20 hours of coursework instruction
  - 4 hours of driving range activities in Kearney
  - 5 hours of behind the wheel driving instruction
- Summer School
  - Elementary summer school will begin in July
  - Currently have had JH and HS students coming into the building and working with Mrs. Cheney on Credit Recovery

Respectfully Submitted,

Jeff Kenton

# Master Summary Report Drug Testing

Ordered Date from: 07/01/2021 - 05/23/2022

District: Shelton Public Schools

	Complete							Refusals				
	Total	Negative	Positive	Negative Dilute	Positive Dilute	Completed	Rejected, Cancel, No Test	Invalid Result	Adulterated	Shy Bladder	Substituted	Other

**SCHOOL**

Shelton High School	50	48	0	0	0	0	2	0	0	0	0	0
<b>Grand Total</b>	50	48	0	0	0	0	2	0	0	0	0	0

**FEDERAL**

Non-Federal	50	48	0	0	0	0	2	0	0	0	0	0
<b>Grand Total</b>	50	48	0	0	0	0	2	0	0	0	0	0

**TESTING PANEL**

SAP 13A	50	48	0	0	0	0	2	0	0	0	0	0
<b>Grand Total</b>	50	48	0	0	0	0	2	0	0	0	0	0

**GRADE**

11	15	15	0	0	0	0	0	0	0	0	0	0
12	17	15	0	0	0	0	2	0	0	0	0	0
10	8	8	0	0	0	0	0	0	0	0	0	0
09	10	10	0	0	0	0	0	0	0	0	0	0
<b>Grand Total</b>	50	48	0	0	0	0	2	0	0	0	0	0

**Reason For Test**

Random	50	48	0	0	0	0	2	0	0	0	0	0
<b>Grand Total</b>	50	48	0	0	0	0	2	0	0	0	0	0

## 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 **Linda Christiancy** a legally qualified teacher, referred to herein as the "Teacher".

WITNESSETH: The Board agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about **August 10, 2022** and conclude on or about **May 22, 2023**. Teacher accepts such employment at a salary of **\$35,075** (Step 1/BA) under the following conditions:

**FIRST:** Teacher's compensation shall be payable in 12 equal installments. The first installment shall be payable on the 20<sup>th</sup> day of September and the remaining installments shall be payable on the 20<sup>th</sup> 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. Teacher shall refund any unearned fractional portion of an installment paid but not earned prior to termination of the contract.

**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 **June 9, 2022** shall constitute a rejection of this offer of employment.

**ELEVENTH:** Other Contract Terms:

Executed June 3, 2022.

Linda Christeeney  
Teacher

Executed \_\_\_\_\_, 2022.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

Year 2022-2023						
FICA	7.65%	Single	\$8,843.16			
Retirement	9.88%	Employee-Child	\$16,959.60			
		Employee- Spouse	\$19,251.36			
		Employee-Family	\$25,850.04			
<b><u>Name/Position</u></b>	<b><u>22-23 Wage</u></b>	<b><u>Hours Worked</u></b>	<b><u>Benefits</u></b>	<b><u>Total Comp</u></b>	<b><u>Hourly Change</u></b>	
<b>Bookkeeper</b>						
Meyer, Missy	\$21.69	2080	\$25,850.04	\$70,965.24	3.30%	Notes
<b>Office Assistant/Translator</b>						
Bernal Pardo, Maritza	\$18.38	1433.75		\$26,352.33	5.00%	recommending a larger increase because she has taken on addition responsibilities with power school next year and has attended additional training for this
<b>Office Manager</b>						
Sutton, Sandy	\$20.66	1433.75		\$29,621.28	3.30%	
<b>Custodial</b>						
Jensen, Seth	\$24.22	2080	\$25,850.04	\$76,227.64	0.00%	Responsibilities (head custodian, transportation director, grounds) ability to do work and not have to hire and contract out.
Lauber, Roxanne	\$18.00	2080	\$25,850.04	\$63,290.04	10.80%	If we need to offer the new hire a higher hourly wage, this increase would create less disparity between Roxanne's salary and the rest of the custodians.
Micah King	\$25.00	2080		\$52,000.00		May receive a higher hourly wage if benefits are not needed to attract quality candidates
<b>Cooks</b>						
Bombeck, Sue	\$21.28	1536	\$19,251.36	\$51,937.44	3.30%	
Galvan, Loni	\$11.88	1144		\$13,590.72	3.30%	
Johnson, Kayla	\$11.88	1144		\$13,590.72	3.30%	

Pardo Ruiz, Laura	\$11.88	1144		\$13,590.72	3.30%	
<b>Bus Drivers</b>						
New bus driver	\$82.00	178		\$14,596.00	1.65%	
Spellman, Denise	\$82.00	178		\$14,596.00	1.65%	
<b>Alternative Education</b>						
Cheney, Amy	\$17.85	1246		\$22,241.10	5.00%	Recommending a larger increase because she has gone above and beyond to help students be in good standing in all of their classes. She builds positive relationships with students and goes the extra mile.
<b>SPED Paras</b>						
Gibbs, Carolyn	\$18.81	1246		\$23,437.26	3.30%	
Gibbs, Carolyn - SPED	\$16.00	173		\$2,768.00	1.65%	173= number of student days in a year
Johnson, April	\$14.76	1246		\$18,390.96	3.30%	
Jurgens, Randa	\$13.89	1246		\$17,306.94	3.30%	
Moeller, Brenda	\$19.80	1246		\$24,670.80	3.30%	
Moore, Donita	\$18.06	1246		\$22,502.76	3.30%	
Carly Hawks	\$17.00	1246		\$21,182.00		
McKenzie Sutton	\$17.00	1246		\$21,182.00		
<b>Library Para</b>						
Muhlbach, Dayle	\$19.12	1246		\$23,823.52	5.00%	Recommending a larger increase because Dee Dee took on extra responsibilities when the media specialist position went to half time.
<b>Nurse</b>						
Cornelius, Jackie	\$31.93	546		\$17,433.78	3.30%	
<b>Totals</b>	<b>\$553.09</b>	<b>28444.5</b>	<b>\$96,801.48</b>	<b>\$655,297.24</b>		
<b>Current Year 2020-2021</b>						
Salaries	\$558,495.76					
FICA	\$42,724.93					

Retirement	\$55,179.38					
Benefits	\$96,801.48					
<b>Total District Costs</b>	<b>\$753,201.55</b>					

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT SHELTON PUBLIC SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Shelton Public Schools**, legally known as **Buffalo County School District 10-0019**, and referred to as "the Board" and "the District" respectively, and Shanna Gannon, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of two year(s) beginning on July 1, 2022, and expiring on June 30, 2024. References to "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup> and shall consist of all days except Saturdays and Sundays and any holidays included on the School District calendar or leave days listed in Section 11.

**Section 2. Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular January 2024 board meeting (and each January thereafter)** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular December meeting** of each year of this contract and shall make the renewal of the Superintendent's employment contract an agenda item for the regular **January** board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

**Section 3. Salary.** The Superintendent's salary for the 2022-23 contract year shall be \$122,200.00 which shall be paid in 12 equal monthly installments beginning in the month of July 2022. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent

authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Superintendent and Board may agree.

**Section 5. Professional Status.** The Superintendent affirms that the Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with the Superintendent's application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Superintendent will advise the Board immediately; (2) the Superintendent has never been convicted of or plead no contest to a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) the Superintendent has not had any professional licenses or certificates suspended or revoked.

**Section 6. Superintendent's Duties.** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to all required duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out the Superintendent's duties and obligations to the District.

**Section 7. Board-Superintendent Relationship.** The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Superintendent shall organize the administrative and supervisory staff, and select, place, and

transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

**Section 8. Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of the Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. § 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with the obligations in the Renewal of Contract or Evaluation provisions of this contract shall constitute a material breach of this contract.

**Section 9. Disability.** If the Superintendent is unable to perform any of the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period longer than his or her accumulated sick leave, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

**Section 10. Transportation.** The Board shall provide the Superintendent with transportation or reimburse the Superintendent for mileage required in the performance of official duties at the rate approved by the Board.

**Section 11. Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

- a. Health Insurance.** Health insurance that is available to certificated staff through the District's health insurance carrier at the level for which the Superintendent qualifies.
- b. Dental Insurance.** Dental insurance that is available to certificated staff through the District's health insurance carrier at the level for which the Superintendent qualifies.
- c. Life Insurance.** Term life insurance with a total death benefit of Fifty-Thousand Dollars (\$50,000) .
- d. Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the District's carrier at the Superintendent's own expense.
- e. Sick Leave.** The Superintendent shall be entitled to thirteen (13) days of sick leave per year which may accumulate to a total of forty (40) days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.
- f. Vacation.** The Superintendent shall have twenty (20) vacation days for the initial contract year which the Superintendent may use at times the Superintendent chooses so long as the absence does not interfere with the proper performance of the Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will

cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the initial contract year, the Board shall give the Superintendent the number of vacation days necessary to restore the total to twenty (20) days. For example, if the Superintendent uses 12 days of vacation one year, the Board will provide the Superintendent with 12 days the following year to bring the total vacation days back to 20. The Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Superintendent to use vacation days and shall compensate the Superintendent for unused vacation days upon the conclusion of employment at a rate of **\$100.00** per day.

- g. Professional Development.** The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.
- h. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA) and \_\_\_\_\_.
- i. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201

*et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$750.00 or more.

**j. Moving Expenses.** The Superintendent shall be reimbursed up to \$3,000 for all actual and necessary moving expenses for which he or she provides documentation.

**Section 12. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 13. Compensation Upon Termination and Credit for Accrued Vacation.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

**Section 14. Evaluation.** The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make the Superintendent evaluation an agenda item for the regular **December** Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

**Section 16. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by carrying out the Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's performance of duties or position as the Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the

Superintendent acted in good faith and in a manner which the Superintendent reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the Superintendent's conduct was unlawful.

**Section 17. Physical or Mental Examination.** The Superintendent agrees that, at the request of the Board, the Superintendent will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this contract. In deference to the requirements of state and federal law, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of the position.

**Section 18. Disciplinary Action.** The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising the Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

**Section 19. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

**Section 20. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

**Section 21. Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

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

**Executed by the Board this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

**Executed by the Superintendent this \_\_\_ day of \_\_\_\_\_, 2022.**

\_\_\_\_\_  
Shanna Gannon, Superintendent

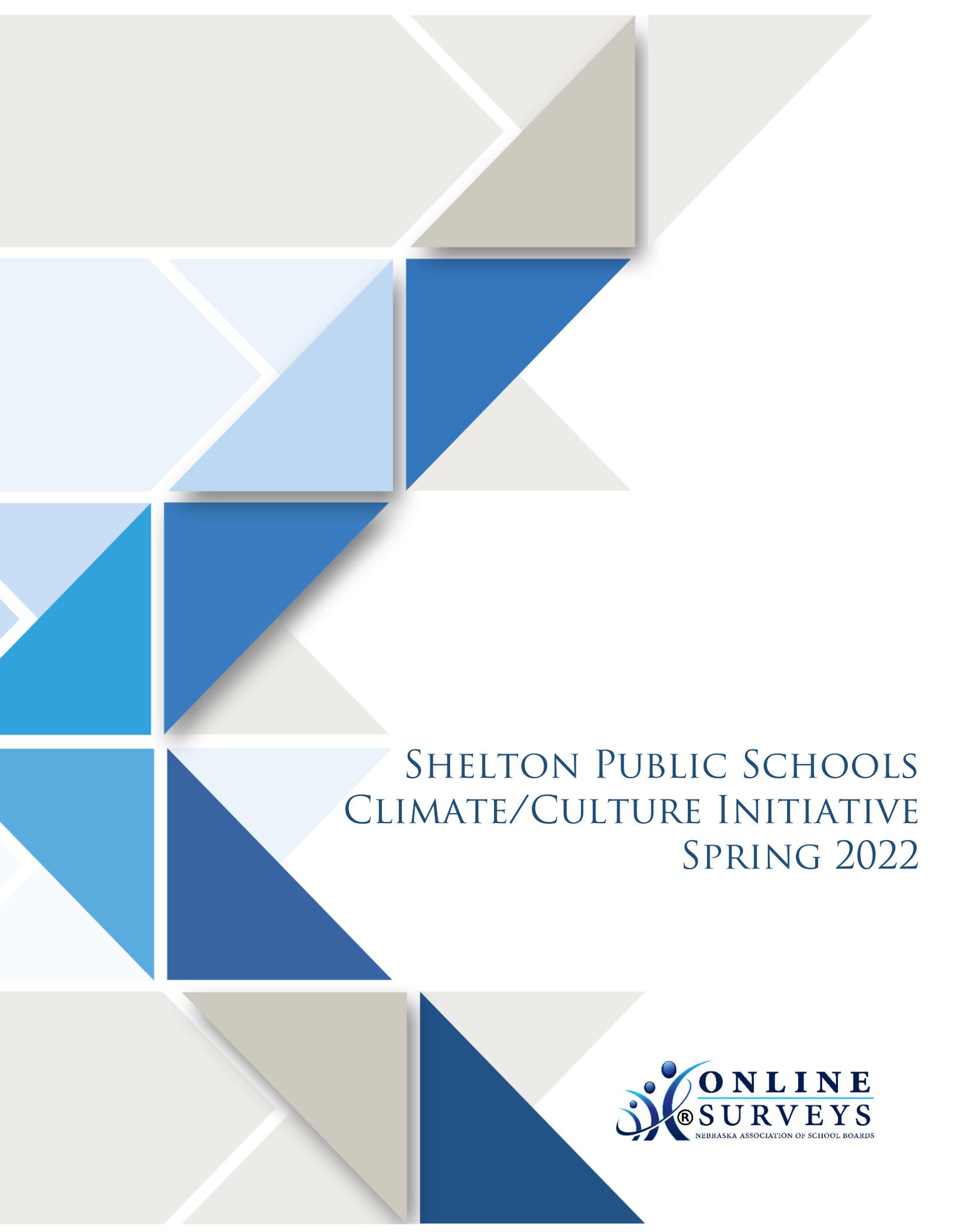
## Shelton Climate-Culture Plan for Success

**Climate-Culture Goal #1:** Enhance communication and transparency through regular staff meetings.

- **Action step 1:** Create a monthly meeting schedule to be shared with staff at the beginning of the year.
- **Action step 2:** Provide a running agenda for each meeting and staff have editing privileges to be able to add agenda items as needed.
  - Agenda will also include:
    - updates from board meetings as appropriate
    - Problem solving
    - Upcoming events
  - Structure of meeting will be HS and elementary meet separately
    - Once a quarter have all staff together and then split into elementary and high school group

**Climate-Culture Goal #2:** Enhance trust/transparency and support by creating consistent expectations for staff and students.

- **Action step 1:** share handbooks with staff at the beginning of the year in-service and go over all changes and clarify expectations and review these same expectations with students during first day orientations
- **Action step 2:** Implement consistent expectations for students
  - Clarify expectations for teacher use of Taking Responsibility (TR) sheets
  - Share out data from TR sheets at monthly staff meetings
  - Clarify teacher managed behavior and what this means vs office referral and what this means in terms of students discipline and who is responsible for administering it
  - Principals will utilize discipline matrix for office referrals to build consistency with response to student behavior
- **Action step 3:** Implement consistent expectations for staff
  - Conduct Trend Walks 2 times a year to collect data on trends and patterns with classroom instruction across the building- feedback in the form of whole school graphs showing the instructional trends in the building
  - Conduct routine classroom walkthroughs- individual feedback to teachers provided
  - Establish process and system for investigating formal complaints
    - First refer staff member to the chain of command and explain they need to express their concern to the staff member involved
    - Establish if the staff member would like to file a formal written complaint
      - If yes, conduct investigation of incident
      - Document the investigation process and outcomes
      - [investigation report template](#) may be used to give the board an update if appropriate



SHELTON PUBLIC SCHOOLS  
CLIMATE/CULTURE INITIATIVE  
SPRING 2022



## SHELTON PUBLIC SCHOOLS TIMELINE

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The NASB Board Leadership team initiated a working partnership with Shelton Public Schools following the outreach of the Superintendent.

### NASB BOARD LEADERSHIP TEAM TEACHER WELL-BEING SURVEY ANALYSIS IDENTIFIED AREAS OF GROWTH

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Following the administration and completion of the teacher well-being surveys on April 18, 2022, the NASB Board Leadership staff discussed, reviewed, and analyzed the data collected. The results of this analysis isolated the following critical areas:

- Communication
- Trust and Transparency
- Support

Note: The critical areas identified by the NASB Board Leadership staff were deemed as the talking points for the engagement of the certified staff.



Before formulating strategies for the critical areas, staff were asked three questions:

1. What is one thing they were proud of from the 2021-2022 school year?
2. What is one thing they would like a do-over on from the 2021-2022 school year?
3. What is one thing you are looking forward to this summer?

**Summary of Answers:**

**MOST PROUD OF:**

- Success of the kids.
- I am proud that I kept my head and worked through the year.
- Pushing through a tough, busy year.
- My connections with my students.
- How we did in TVC competitions, conference champions in VB, BB, BB, Boy's Track, Quiz Bowl.
- Relationships with kids.
- BB season.
- We have exceptional staff and students on the high school end. Our kids are getting a top-notch education.
- The emotional growth of my classroom.
- Learning and implementing 2 new reading curriculums.
- Providing mental health supports with an LMHP.
- I am proud of how hard I worked to learn a new curriculum by myself. No formal training.
- The kids.
- Friendships with teachers.
- Middle school student engagement.
- Our students were highly successful in all their activities.
- Prioritizing my work/life balance.
- The growth and buy-in from my students.
- Growth in students.
- Made it; new school, did not take too much extra baggage home.
- Starting/teaching a brand-new class and seeing some student success.
- The staff and students.
- Growth a student made on MAP test - +25 pts
- Students wanting to be in the classroom; liking/loving school.
- Advocating for students.
- How great our students competed at academically and sports in our TVC!
- One student took off and showed progress at the end of the year.



Summary of Answers:

**ONE DO-OVER:**

- Be more prepared in EVERY area.
- Spend more time really understanding my kids and what they like personally.
- Based on his program – more community time with a particular student.
- I wish I could better utilize my skillset to personalize learning for my students.
- Working with our athletes.
- Advocate for myself and staff needs.
- Practice marching more with the band.
- Continue to teach the “why;” be more in depth to create even more buy-in and lasting effects.
- Go over Chemistry material faster, to get students better prepared for college.
- Have that hard conversation with co-worker.
- Win the district final game for volleyball.
- Do better helping struggling math students be able to pass.
- Staying consistent with my expectations – May was tricky!
- Patience with students.
- World History plans/courses
- Take better care of myself.
- Handling of issues with fellow coaches.
- Communicate with the school board more often.
- Use my time more wisely.
- More recognition for students that go well above and beyond.
- Relationship with specific students.
- Push kids harder on an extra class.
- Quicker on paperwork.
- Specific-specialized tech training/expectations.
- Being more vocal about things/issues that I had ideas about.
- Take my extra personal day.
- Plush students harder in the classroom.
- More efficient gold collection – less time assessing more time teaching.
- Relationship with a difficult student, meet back up and problem solve.



Summary of Answers:

**LOOKING FORWARD TO:**

- Sleeping in! 😊
- Trip to Cancun with family.
- Spending time out of doors
- Change in schedule and environment. It is a nice change up.
- Spending time with family.
- Free time and a vacation!
- Lake time/deck time with family.
- Rest time from school and spending time with my kids.
- Camping/boating
- No stress
- I am looking forward to no lesson planning or training myself to teach curriculum.
- Jamaica
- Redwoods and the Pacific Coast!
- Being with my son and relaxing.
- Spending more time with my family.
- Decluttering my house, etc.
- Vacation
- Getting outside and gardening
- Time with my children.
- Space to breathe.
- Finishing physical therapy certification.
- Being able to recharge/spend time with family.
- Gardening and time with grandkids.
- Time with my kids and family doing things we love!
- Vacation to Florida.
- Seeing my grandkids more and travelling.
- A break and time with family.



Staff then were divided into 3 groups and asked to formulate strategies to address each area of growth that had emerged from the data collected. Listed below are the strategies that staff developed during the meeting. The number in parentheses represents how many groups identified that strategy.

## COMMUNICATION

### Summary of Strategies to Address Communication

- Have Staff Meetings – (3)
  - Problem Solve
  - With Agenda
  - Process for Creating List
  - Just Building Principal
  - Separate Elementary and High School
  - Quarterly Staff Meetings with All Staff – start together and then split
  - Board Meeting Updates After and Send out Agenda before via email
  - Follow Through
  - Intimate/Regular Monthly Meetings
  - Take Minutes and Share with Staff
- Timely Responses to Questions, Concerns, Etc.... on BOH ENDS! Via email – (2)
- Friday Focus out on Friday via Email and Mailbox
- Staff Representatives (Rotation of Staff) at Board Meetings – (2)
- Plan for Future Events
  - Well in advance with staff input and involvement via meetings
  - Create calendar (Google) to set these and communicate
- Staff and Administration Follow Student Handbook
- Checklist for New Staff and/or New Staff Positions
- Consistent Procedure to Communicate Absences – Google Doc; Our School Today site; Google Calendar
  - Communicate absences with each other
  - Communicate field trips/when classes are gone
- Available Staff Handbook
  - Handbook list committees
- Comprehensive Onboarding for New Staff
- All Staff on Continuous Improvement Committees
- Curriculum Committee
  - Evaluation Criteria
  - Adoption Timeline



- Use website as current/user friendly as communication tool
- All coaches using Sports-U/Using Schoology/District Approved Communication Tools
- Timeline of Upcoming Meetings – especially summer
- Running List of Important Dates/Times – Google Calendar

## TRUST/TRANSPARENCY

### Summary of Strategies to Address Trust/Transparency

- Get everyone on the same page
- Current handbooks and policies handed out to staff first day of school year and available online.
  - Changes discussed and expectations made clear.
- Meaningful/purposeful communication
- Regular monthly staff meetings with agenda - continuity of initiative progress – (2)
- Scope and sequence – essential standards
- School improvement/CIP goals communicated
- Direct communication of corrections instead of group email
- Consistent staff expectations
- Consistent messaging from all administration – on the same page
- Equity when responding to parent expectation/complaint
- Uphold/Follow chain of command – (2)
  - Make chain of command clear
- Open communication – reduce rumor mill
- Follow through
- Collaboration PreK-12
- Develop and post goals
  - Staff input on professional development and processes
  - Cannot be “one size fits all”
  - Be upfront about ultimate goals – Ex: Book Study – are we just looking at grading approaches or are we going to go to a school wide grading system?
- PLCs (Professional Learning Communities)
- Volunteer committee participation – not chosen
  - Each teacher picks top 3
  - Each committee needs a full description and duties and time dedication
- TLT Committee Implemented
  - Follow through on each item
- Conflicting Responses
- Friday quick hallway meetings
- Social gatherings – end of year/Christmas



- Walk throughs/presence feedback/or no
- Knowing “things” will be handled/follow through
- Teachers communicate better – email
- Administration Role confusion – Ex: discipline; subs; etc.
- Staff – be adults, be team players, NOT talking behind others backs, do not degrade others; respect time of other seasons/classrooms

## SUPPORT

### Summary of Strategies to Address Support

- Feeling appreciated
- Individual, specific “thank-you”
- Hearing “good job” immediately after a teacher/coach/sponsor goes above and beyond or is doing well or persevered though something difficult
- Celebrate weekly accomplishments PreK12
  - Not just sports
  - Outside the classroom
  - In the classroom
- Support and follow through with discipline
  - Follow up with student with TR sheets
- Parent concerns need to follow chain of command
  - Standard procedures and clear procedures for communication
  - Handbook
- Specials made aware of student’s absences or if students are missing class because they are elsewhere in the building.
- Presence in rooms and halls
- Administration roles specification
- Consistent Protocols
  - Bullying
  - Discipline
  - Teacher weekly grades
  - Pre-plan for homework passes/test exemptions
  - Get staff input – quick meetings
- Staff input on curriculum
  - Quality training
  - Curriculum meetings
  - Curriculum rotation process – all areas
  - Scope and sequence
- Prioritize time in calendar (school year) for:
  - Fix what is broken first



- Work on curriculum
- Scope
- Staff
- Collaborate
- Need more timely communication
- Implement/communicate general procedures consistently
- Identify mentor teachers
  - Define program and process
- Follow through on district initiatives
- More prompt training – timing – before we implement
- Easily available staff handbook
- Consistent K-12 Staff Expectations
- Accountability for ineffective teacher behavior
- Define instructional model
  - Make accessible
  - Training
  - Align teacher evaluation to model
- Define and adhere to expectations/standards for students

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## NEXT STEPS

Following the review of the Shelton Public Schools Administrator’s Culture-Climate Plan for Success to address the critical areas of need. The Association advocates for these next steps as identified:

- Align and integrate certified staff strategies into the Administrator Plan
- Present the Shelton Climate-Culture Plan for Success to the board for review
- Communicate the Shelton Climate-Culture Plan for Success w/certified staff
- Request that NASB administer the Board Self-Assessment
- Review and discuss the results of the Board Self-Assessment and set goals to support areas of growth
- Implement Shelton Climate-Culture Plan for Success (August 2022)



**Policy 9019: Dating Violence**

Dating violence, as that term is defined by Nebraska law, will not be tolerated by the school district. Students who engage in dating violence on school grounds, in a school vehicle or at a school activity or that otherwise violates the Nebraska Student Discipline Act will receive consequences consistent with the Act and the district’s student discipline policies.

The school district shall provide dating violence training to staff deemed appropriate by the administration and in accordance with Nebraska law.

A copy of this policy shall be included in the student handbook.

Adopted on: \_\_\_\_\_

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

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

**Policy 9020: Initiations and Hazing**

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of “hazing” as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

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

## **POLICY ~~9200-9018~~ Student Discipline**

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

In this policy, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

Any statement, notice, recommendation, determination, or similar action specified in this policy shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her parent or guardian.

Any student who is suspended or expelled from school pursuant to this policy may not participate in or attend any school-sponsored activity during the duration of that exclusion including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

### **Short-Term Suspension**

The Principal may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations, under the conditions set forth by the administration.

### **Emergency Exclusion**

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

### **Weapons and/or Firearms**

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

### **Long-Term Suspension**

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

### **Expulsion**

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may

- be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such a board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
  3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
  4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

### **Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:**

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the

influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);

7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;

8. Engaging in bullying as defined in section 79-2,137 and in these policies;

9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;

10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or

11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes: a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;

b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;

c. Violating school bus rules as set by the school district or district staff;

d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;

e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;

f. Possession of pornography;

g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);

h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or

humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;

- i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violations of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and
- n. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

### **Due Process Afforded to Students Facing Long-term Suspension or Expulsion**

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
  - b. The penalty, if any, which the principal has recommended in the charge and any

- other penalty to which the student may be subject;
- c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
- d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
- e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
- f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.

6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

### **Reporting Requirement to Law Enforcement**

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

Adopted on: 7/13/09

Revised on: 9/15/15, 8/08/16, 7/09/18, 7/15/19, 6/15/20

Reviewed on:

**POLICY 9025 9004: STUDENT DRIVING AND PARKING**

Students who drive to school are required to park their vehicles and leave them unoccupied until it is time to drive home. The speed limit on school property is 15 miles per hour. Students may not drive or have access to their vehicles during the school day without the express permission of their building principal or the superintendent of schools.

Students are to park appropriately and in the assigned areas on school property. Student parking shall not be permitted in bus loading zones. When the buses are loading or unloading, all vehicles must stop and wait for the loading or unloading process to be completed.

By driving a vehicle to school, whether they park on or off school property, students consent to having that vehicle searched by school officials if school officials have reasonable suspicion that such a search will reveal a violation of school rules.

Adopted on: 7/13/09

Revised on:

Reviewed on:

**POLICY 9038-9009: GRADUATION REQUIREMENTS**

Graduation from Shelton Public Schools will be made on the recommendation of the high school principal provided the student has met the requirements set forth by the local school board. A student must have completed course work in grades nine through twelve including the specific requirements of:

ENGLISH.....	40 Credit hours
SOCIAL STUDIES.....	40 Credit hours
(10 hours of American Government)	
(10 hours of American History)	
(10 hours of Geography, World History, Modern Problems)	
MATH.....	30 Credit hours
SCIENCE.....	30 Credit hours
(10 hours Biology)	
SPEECH.....	5 Credit hours
PHYSICAL EDUCATION.....	10 Credit hours
(10 hours P.E. 9)	
FOREIGN LANGUAGE.....	10 Credit hours
(10 hours Spanish I)	
HUMANITIES.....	10 Credit hours
(Band, Chorus, Art)	
VOCATIONAL EDUCATION.....	10 Credit hours
(5 hours Computer Applications required)	
 TOTAL.....	 255 Credit hours

Adopted on: 2/12/01  
Revised on: 7/13/09, 6/12/17  
Reviewed on: 7/20/15

## **POLICY 9051 9010: STUDENT BULLYING**

**Definition of Bullying.** Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” The school district’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

**Bullying Prohibited.** Students are prohibited from engaging in any forms of bullying behavior.

**Reporting Bullying.** Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

**Bullying Investigations.** School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

**Disciplinary Consequences.** The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district’s day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

**Bullying Based on Protected Class Status.** Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district’s antidiscrimination policies.

**Support for Students Who Have Experienced Bullying.** Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an

adverse educational impact and, if appropriate, will refer those students to the district's student assistance team.

**Bullying Prevention and Education.** Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities, which educate students about bullying and its prevention.

**Policy Review.** The school district shall review this policy annually.

Adopted on: 12/13/10

Revised on:

Reviewed on: 10/08/12, 09/09/13, 09/15/14, 07/20/15, 07/18/16, 07/10/17, 7/09/18, 7/15/19, 6/14/21