

Board of Education Special Meeting about FTE
Tuesday, March 1, 2022 7:30 AM
Shelby-Rising City School Library
650 N. Walnut
Shelby, NE 68662-0218

1. Call to Order
2. Pledge of Allegiance
3. Announce Open Meeting Act Posting and Location
4. Recognition of Visitors
During this time visitors may request to the board the opportunity to speak at the appropriate time. The Board then allow for Public Comments. Each speaker will be limited to 5 minutes and all of the Public Comment time will be limited to 30 minutes. An exception will be made for those speakers appearing on the Agenda as presenters.
5. Consent Agenda
 - 5.1. Minutes
6. Discussion Items
 - 6.1. Discussion Item #1: Adding a FTE to our K-5 for the position of Reading/Math/Tech Interventionist/Teacher for the 2022-2023 school year. May move to Action item after discussion.
7. Action Items
 - 7.1. Action Item #1: Approval of Heather Thompson's contact (amended on Mr. Tejkl's mistake). 7% for Director of SPED
8. Executive Session

The Board may enter into closed session at any time to discuss any matter for which a closed session is lawful and appropriate.
We have legal matters that need to be handled in closed session.
Before the Board can enter closed session, a motion must be made in agreement with Statute 84-1410 by the Board to discuss topics such as personnel, negotiations, and legal matters.
9. Adjournment

Board of Education Regular Meeting (January)

Monday, January 17, 2022 7:00 PM

Shelby-Rising City School Library, 650 N. Walnut, Shelby, NE 68662-0218

Kasey Hopwood: Present
Jeff Kuhnel: Absent
Geoffrey Ruth: Present
Jackie Sliva: Absent
Heath Vrbka: Present
Chris Whitmore: Present

1. Call to Order

Speaker(s): Board President

Action(s):

Motion to excuse Jeff Kuhnel and Jackie Sliva from the January Meeting Passed with a motion by Geoffrey Ruth and a second by Kasey Hopwood.

Voting Detail:

Kasey Hopwood: Yea

Jeff Kuhnel: Absent

Geoffrey Ruth: Yea

Jackie Sliva: Absent

Heath Vrbka: Yea

Chris Whitmore: Yea

Voting Summary: Yea: 4, Nay: 0, Absent: 2

Discussion: Call Meeting to Order at 7:00pm

2. Pledge of Allegiance

3. Announce Open Meeting Act Posting and Location

Speaker(s): Board President

4. Board of Education Reorganization

Action(s):

Motion to nominate all officers to positions they previously held in the 2021-2022 period.

President: Geoff Ruth Vice President: Heath Vrbka

Secretary: Jackie Sliva Treasurer: Appoint Sue

Topil Passed with a motion by Chris Whitmore and a second by Heath Vrbka.

Voting Detail:

Kasey Hopwood: Yea

Jeff Kuhnel: Absent

Geoffrey Ruth: Yea

Jackie Sliva: Absent

Heath Vrbka: Yea

Chris Whitmore: Yea

Voting Summary: Yea: 4, Nay: 0, Absent: 2

Motion to Cease Nominations and Approve all officer positions as presented. Passed with a motion by Heath Vrbka and a second by Kasey Hopwood.

Voting Detail:

Kasey Hopwood: Yea

Jeff Kuhnel: Absent

Geoffrey Ruth: Yea

Jackie Sliva: Absent

Heath Vrbka: Yea

Chris Whitmore: Yea

Voting Summary: Yea: 4, Nay: 0, Absent: 2

5. **Recognition of Visitors**

6. **Minutes**

Action(s):

Motion to approve the minutes of the December Board of Education Meeting Passed with a motion by Geoffrey Ruth and a second by Heath Vrbka.

Voting Detail:

Kasey Hopwood: Yea

Jeff Kuhnel: Absent

Geoffrey Ruth: Yea

Jackie Sliva: Absent

Heath Vrbka: Yea

Chris Whitmore: Yea

Voting Summary: Yea: 4, Nay: 0, Absent: 2

7. **Treasurers Report**

Action(s):

Motion to approve the Treasurers Report as presented Passed with a motion by Chris Whitmore and a second by Kasey Hopwood.

Voting Detail:

Kasey Hopwood: Yea

Jeff Kuhnel: Absent

Geoffrey Ruth: Yea

Jackie Sliva: Absent

Heath Vrbka: Yea

Chris Whitmore: Yea

Voting Summary: Yea: 4, Nay: 0, Absent: 2

8. **Administrative Reports**

8.1. Athletic Director/Activities Director Report

8.2. Elementary Principals Report

8.3. Secondary Principals Report

8.4. Superintendents Report

<https://www.smores.com/zj7ky>

9. **District Reports**

9.1. Technology Report

9.2. Maintenance/Facilities/Transportation Report

9.3. Board/Committee Report

10. **Discussion Items**

10.1. Discussion Item #1: Review Board Code of Conduct Policy (NASB)

10.2. Discussion Item #2: Discussion about adding a Code of Conduct Policy (0202.01) for this upcoming school year.

10.3. Discussion Item #3: NASB Events & Networking

10.4. Discussion Item #4: Discuss a date to discuss classified staff items for the 2022-2023 school year

10.5. Discussion Item #5: Board Committees for the 2022-2023 school year and who will be on each. Can move this to an action item if needed to approve.

Action(s):

Motion to keep all Committee member the same. Passed with a motion by Chris Whitmore and a second by Kasey Hopwood.

Voting Detail:

Kasey Hopwood: Yea

Jeff Kuhnel: Absent

Geoffrey Ruth: Yea

Jackie Sliva: Absent

Heath Vrbka: Yea

Chris Whitmore: Yea

Voting Summary: Yea: 4, Nay: 0, Absent: 2

10.6. Discussion Item #6: Review of Annual Board Calendar

10.7. Discussion Item #7: Review of the 2021-2022 Annual Report - <https://www.smores.com/u795c>

11. **Action Items**

11.1. Action Item #1: Re-adopt all existing district policies, regulations, and handbooks for the governance of the district, pending any further actions of the Board.

Action(s):

Motion to Re-adopt all existing district policies, regulations, and handbooks for the governance of the district, pending any further actions of the Board. Passed with a motion by Chris Whitmore and a second by Heath Vrbka.

Voting Detail:

Kasey Hopwood: Yea

Jeff Kuhnel: Absent

Geoffrey Ruth: Yea

Jackie Sliva: Absent

Heath Vrbka: Yea

Chris Whitmore: Yea

Voting Summary: Yea: 4, Nay: 0, Absent: 2

11.2. Action Item #2: Taking all necessary actions to approve the purchasing of Hudl Assist/Cameras for the remaining of the year (\$5,300).

Action(s):

Motion to approve the purchasing of Hudl Assist/Cameras for the remaining of the year (\$5,300). Passed with a motion by Heath Vrbka and a second by Kasey Hopwood.

Voting Detail:

Kasey Hopwood: Yea

Jeff Kuhnel: Absent

Geoffrey Ruth: Yea

Jackie Sliva: Absent

Heath Vrbka: Yea

Chris Whitmore: Yea

Voting Summary: Yea: 4, Nay: 0, Absent: 2

11.3. Action Item #3: Approve Surplus cafeteria serving buffet and advertising on social media.

Action(s):

Motion to approve surplus cafeteria serving buffet and advertising on social media. Passed with a motion by Chris Whitmore and a second by Kasey Hopwood.

Voting Detail:

Kasey Hopwood: Yea

Jeff Kuhnel: Absent

Geoffrey Ruth: Yea

Jackie Sliva: Absent

Heath Vrbka: Yea

Chris
Whitmore: Yea

Voting Summary: Yea: 4, Nay: 0, Absent: 2

12. **Set Dates**

Discussion: February Board of Education Meeting
February 15th at 7:15pm.

13. **Executive Session**

Action(s):

Motion to enter executive session at 7:40pm to protect the reputation of a school employee. Passed with a motion by Geoffrey Ruth and a second by Heath Vrbka.

Voting Detail:

Kasey Hopwood: Yea

Jeff Kuhnel: Absent

Geoffrey Ruth: Yea

Jackie Sliva: Absent

Heath Vrbka: Yea

Chris
Whitmore: Yea

Voting Summary: Yea: 4, Nay: 0, Absent: 2

Discussion: Exit Executive Session at 7:53pm

14. **Adjournment**

Speaker(s): Board
President

Action(s):

Motion to adjourn at 7:54pm Passed with a motion by Geoffrey Ruth and a second by Heath Vrbka.

Voting Detail:

Kasey Hopwood: Yea

Jeff Kuhnel: Absent

Geoffrey Ruth: Yea

Jackie Sliva: Absent

Heath Vrbka: Yea

Chris
Whitmore: Yea

Voting Summary: Yea: 4, Nay: 0, Absent: 2

2022-2023 Position

Grade Levels: K-5

Title: Tech Integration, Reading/Math Specialist (extension and intervention), STEAM/HAL Teaching Contract + 5 days

Responsibilities:

- **Tech Integration:**
 - Meet weekly with students for Technology classes to work on the K-5 tech strands (4 hours per week)
 - Meet bi-weekly with teachers to aid in tech integration in the classroom (30 minute sessions with each individual classroom teacher = 3 hours per week)
 - 2 hours of planning per week for classes
 - 10 hours per week planning, researching, and aiding in classroom implementation for tech integration with teachers
 - 19 hours total per week
- **Reading/Math Specialist**
 - Using MAP Growth and NSCAS scores, the specialist will build a schedule working with grade band interventions for math and reading
 - 10.5 hours per week
- **STEAM/HAL**
 - 30 minute STEAM session per K-2 grade level per week (4 student max) = 1.5 hours per week
 - 45 minute STEAM session per 3-5 grade level per week (4 student max) X2 (one ELA based and one Math/Science based) = 3 hours per week
 - 3.5 hours of planning per week
 - 8 hours per week
- **Additional Times**
 - Lunch - 30 minutes per day - 2.5 hours per week

Data supporting the need for this position:

NWEA Norm Bands	0-20%	21-40%	41-60%	61-80%	81-100%
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Reading				
	2018-2019	2019-2020	2020-2021 (post COVID closure)	2021-2022
Kindergarten	141.1	144.5	140.4	147.2
1st Grade	164.7	166.3	161.4	161.5
2nd Grade	181.8		173.9	176.1
3rd Grade	193.4	191.9	182.3	182.6
4th Grade	195.6	205.4	194.1	193.2
5th Grade	206.9	201	207.9	203

Language Usage				
	2018-2019	2019-2020	2020-2021 (post COVID closure)	2021-2022
3rd Grade	193.4	190.2	181.8	186.8
4th Grade	195	201	193.1	193
5th Grade	203.2	200.7	207.3	202.9

Math				
	2018-2019	2019-2020	2020-2021 (post COVID closure)	2021-2022
Kindergarten	139.2	140.8	141.3	146.9
1st Grade	161.9	168.7	164.5	165.4
2nd Grade	178.7	184.4	179.6	180.2
3rd Grade	192.1	191.1	184	185
4th Grade	196.5	203	193.7	193.9
5th Grade	207.9	204.4	208	203.9

High Ability Learners (middle of year) <i>NOT being served</i>						
	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade
Math	3 students (91st, 91st, 93rd %ile)	2 students (91st, 95th %ile)	4 students (96th, 95th, 94th, 92nd %ile)	1 student (90th %ile)	ZERO	ZERO
Reading	5 students (91st, 93rd, 93rd, 95th, 95th %ile)	1 student (93rd %ile)	1 student (93rd %ile)	1 student (95th %ile)	1 student (92nd %ile)	ZERO
Language	N/A	N/A	N/A	1 student (91st %ile)	1 student (90th %ile)	ZERO

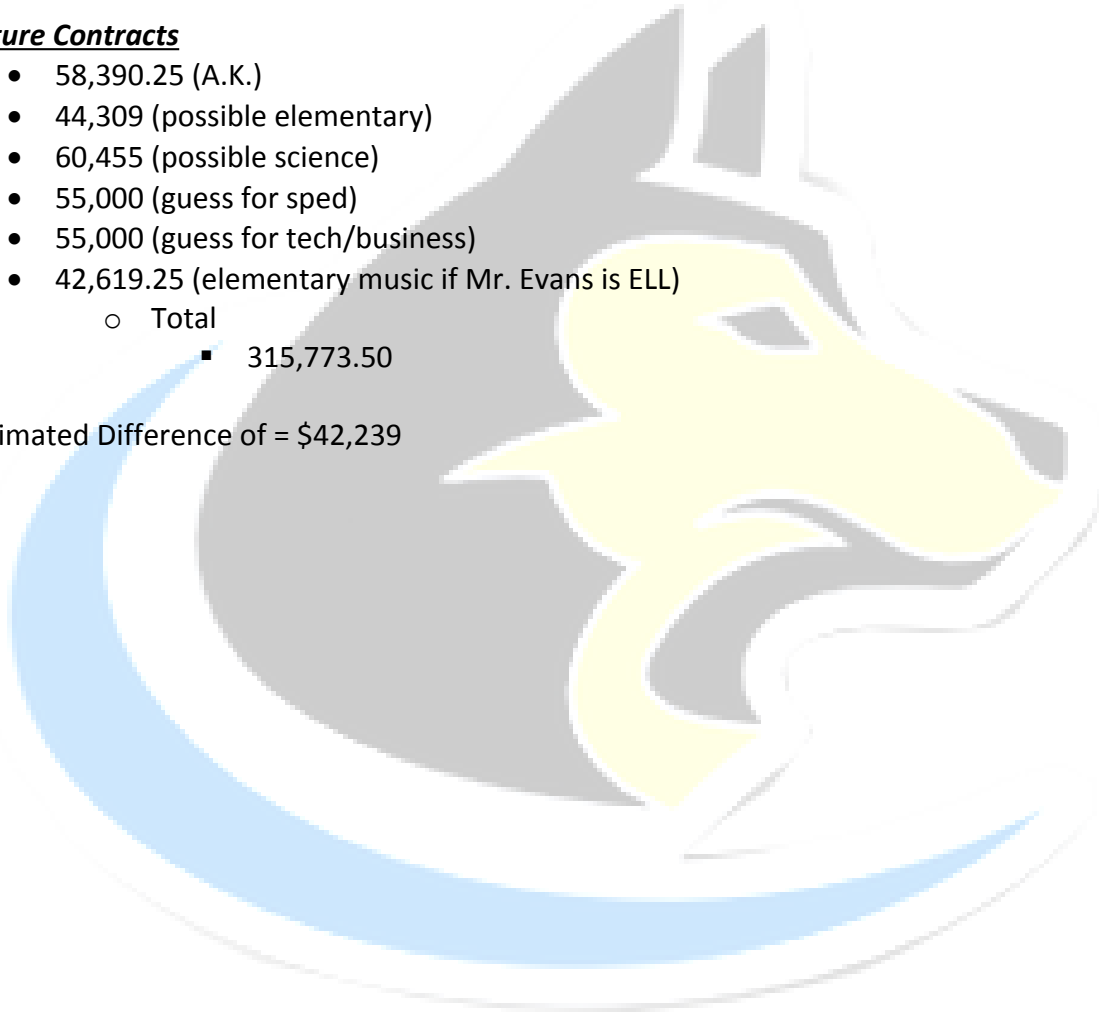
Contracts we are losing:

- 60,643.25 (J.B.) – 2nd grade
- 63,858 (M.C.) - ELL
- 48,024 (A.M.) – HS Science
- 63,459.50 (L.B.) - Business
- 37,550 (L.R.) - SPED
 - Total
 - 273,534.50

Future Contracts

- 58,390.25 (A.K.)
- 44,309 (possible elementary)
- 60,455 (possible science)
- 55,000 (guess for sped)
- 55,000 (guess for tech/business)
- 42,619.25 (elementary music if Mr. Evans is ELL)
 - Total
 - 315,773.50

Estimated Difference of = \$42,239



PRINCIPAL'S CONTRACT OF EMPLOYMENT SHELBY-RISING CITY PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Shelby-Rising City Public Schools**, legally known as **Polk County School District No. 72-0032**, and referred to as "the Board" and "the School District" respectively, and **Heather Thompson**, referred to herein as "the Principal". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal, and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Principal shall be employed for 1 year beginning on/around August 1, 2022, and expiring on/around JUNE 30, 2023. During this and any subsequent year under this contract, the Principal shall render at least **210** working days of service in the performance of her duties as Principal. References to "working days" shall mean the period from August 1st through June 30th and shall consist of all days except those on which: are scheduled school holidays and teachers and/or staff are not required to be at school; school is canceled; the Principal's illness makes attendance impossible or impracticable; the Principal's presence is not necessary to fulfill her contractual duties; or the Board otherwise excuses the Principal. The Principal agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Principal shall keep complete and accurate records of her working days and shall provide the Superintendent with a report of her accumulated working days.

Section 2. Renewal of Contract. Unless the Superintendent recommends the nonrenewal, termination, amendment, and/or cancellation of this contract by April 15th, the contract will automatically renew for a period of **one contract year**, as defined in Section 1, from and after the expiration date provided in Section 1 of this contract.

Section 3. Salary. The Principal's salary for the contract year shall be **\$92,362** (*includes \$6,042 for SPED Director Duties- 7% of 2022-23 Principal Base Salary*) which shall be paid in 12 equal monthly installments beginning in the month of August. The Board shall not reduce the Principal'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. The Principal authorizes the District to deduct or withhold from each and every period of

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

Section 5. Professional Status. The Principal affirms that she 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, she will hold a valid and appropriate certificate to act as a principal in the State of Nebraska which she will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Principal for any service performed prior to the date that she registers her certificate.

Section 6. Principal's Duties. The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Principal agrees to devote her time, skill, labor and attention to her duties throughout the contract term. She shall be subject to the direction and control of the Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns to him. By agreement with the Superintendent, she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out her duties and obligations to the school district. The Board of Education recognizes the building principal as the chief educational leader in her/her building. The Principal will be responsible for the organization and administration of the building, all phases of the instructional program, and the direction of personnel and school management. These are to be in harmony with the standards and goals for the schools and the District as directed by and in cooperation with the Superintendent of Schools.

Section 7. Nonrenewal, Termination, Cancellation or Mid-Term Amendment. Nonrenewal, termination, cancellation, or amendment of this contract shall be in accordance with state statutes. During any applicable probationary period, the Board may non-renew or amend this contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel or amend this contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal'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 Principal's continued performance of her duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal under Neb. Rev. Stat. Section 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 school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's 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.

Section 8. Disability. If the Principal is unable to perform her duties by reason of illness, accident or other disability beyond her control, and the disability continues for a period of more than 60 calendar days or if the disability is permanent, irreparable, or of such a nature as to make performance of her 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 Principal under any insurance coverage furnished by the district.

Section 9. Transportation. The Principal shall be provided use of a school vehicle for necessary transportation for professional duties or attendance. When no district vehicles are available the Principal will be compensated the District rate for mileage.

Section 10. Fringe Benefits. The Board shall provide the Principal with the following fringe benefits:

- a. Health Insurance.** Family health insurance that is provided to certificated staff through the District's health insurance carrier.
- b. Dental Insurance.** Family dental insurance that is available to certificated staff through the District's health insurance carrier.
- c. Sick Leave.** The Principal shall be entitled to eleven (11) days of leave per year which may accumulate to a total of thirty (30) sick days. Sick leave may only be used for personal/family illness once yearly leave is exhausted or as otherwise provided in District policy. If the Principal

qualifies for disability pay under a long-term disability policy, she shall be required to take the disability pay instead of sick leave pay. The Principal shall keep complete and accurate records of her leave/sick days and complete required leave forms. The Principal shall not be compensated for unused days of sick leave upon the ending of her employment with the District.

- d. Disability Insurance.** The Principal shall purchase long-term disability insurance from the school district's carrier at her own expense.
- e. Professional Development.** The Principal is expected to continue her professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, she 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 Principal attends a national convention and does not return following the initial year of employment as Principal, the Principal agrees to repay the District in full for national convention expenses paid by the District.
- f. Professional Dues.** The school district will pay the annual dues for the Principal's membership in the following organizations: Nebraska Council of School Administrators or one sub organization not to exceed \$500 total.
- g. Bereavement Leave.** The Principal shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Principal will be allowed up to **3** days of paid bereavement leave per year.
- h. Cell Phone.** The Principal shall be required to purchase and maintain a cellular phone so that she can be reached at all times for work-related emergencies or while away from school grounds during the work day. The School District will reimburse the Principal for costs related to employment that exceed the regular monthly fees paid.
- i. Expense Reimbursement.** The Board shall pay or reimburse the Principal 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 Principal shall secure the prior approval of the Board or Superintendent before incurring any such expense when the anticipated aggregate expense of any single event is \$100.00 or more.

Section 11. Residence/Domicile in School District. The Principal shall have her domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Principal under the terms of this contract; and, the Principal shall maintain her domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Principal is in her first year of employment with the District and does not have her domicile and principal place of residence within the District at the time of her employment, the Principal shall move her domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Principal's first duty day under this contract. It is the purpose of this paragraph to require the Principal to, at all times during such employment, live and maintain her domicile and principal place of residence in the District to encourage the Principal: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the district as a legal voter of the school district; (3) to be involved in school and community activities bringing her in contact with parents and community leaders and be committed to the future of the district and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Principal; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which she is the educational leader.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Principal 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. 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 Principal shall refund any portion of the salary she was paid but had not earned prior to the date of termination of this contract.

Section 14. Evaluation. The Superintendent shall evaluate the Principal as required by state statute. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

Section 15. Legal Actions. The Board will support the Principal if there is a legal dispute caused by her carrying out her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of her performance of her duties or her position as Principal of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as she acted in good faith and in a manner which she reasonably believes 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 her conduct was unlawful.

Section 16. Physical or Mental Examination. The Principal agrees that, at the request of the Board or Superintendent, she 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 the Americans with Disabilities Act and HIPAA, the physician's report to the Board and/or Superintendent must address whether the Principal is able to perform the "essential functions" of her position.

Section 17. 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 contact.

Section 18. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board.

Section 19. 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 _____, 202__.

President, Board of Education

Superintendent of Schools

Executed by the Principal this ____ day of _____, 202__.

Principal