

**Regular Meeting of the Shelton Public Schools Board of Education**  
**Monday, May 15, 2023**  
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, May 15, 2023 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2003. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

Kay Johnson: Present, Chris Lewis: Present, Russ Muhlbach: Absent, Emmy Power: Present, Lisa Stewart: Present, Dana Tompkin: Present. Present: 5, Absent: 1.

Administrators Dr. Gannon, Mr. Kenton and Mrs. Meyer were present along with 3 visitors.

Motion made by Chris Lewis seconded by Kay Johnson to excuse Russ Muhlbach from the meeting 5/15/23. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

2. Routine matters

2.a. Review and approve minutes

Motion made by Chris Lewis seconded by Dana Tompkin to review and approve minutes as presented. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

2.b. Review and approve claims

Motion made by Lisa Stewart seconded by Emmy Power to review and approve claims 55783 to 55832 in the amount of \$209,854.09 plus regular payroll. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

3. Request to address the Board of Education

No requests to address the board.

4. Reports

4.a. Financial Report

Dr. Gannon provided information regarding the financial status of the district.

4.b. Board Report

The Committee on American Civics met prior to the board meeting and discussed what the school has done to be in compliance, including seniors taking the citizenship test and numerous patriotic songs played or sung in recent school performances, including graduation.

4.c. Superintendent's Report

Dr. Gannon reported on her quarterly goals.

4.d. Principal's Report

Mr. Kenton reported current enrollment is 277 students, 7 students are headed to state track and plans are being finalized for summer school.

5. New Business

5.a. Discussion regarding NASB staff focus group data

Kari from NASB joined via zoom to discuss the staff focus group data. Many good comments and more specific areas of improvement were identified.

5.b. Consideration to approve Superintendent contract for the 23-24 school year

Motion made by Kay Johnson seconded by Emmy Power to to approve the contract for Dr. Gannon as presented for the 2023-2024 school year. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

5.c. Review and/or revise Policy 7013 Complaint and Grievance Procedure, Policy 7014 Compensation of Certified Staff, Policy 7016 Professional Leave, Policy 7017 Employ Leave Under the Family And Medical Leave Act (FMLA), Policy 7018 Expense Allowances, 7019 Long-term leave (Leave of Absence), Policy 7020 Professional Growth, Policy 7021 Substitute Teachers, Policy 7022 Due Process In The Cancellation, Amendment Or Termination Of A Parmentant Certificated Employee's Contract

Motion made by Chris Lewis seconded by Kay Johnson to review and approve policies 7013, 7014, 7017, 7018, 7019 as presented and 7016, 7020, 7021, 7022 as revised. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

5.d. Consideration to approve library materials as surplus for sale or disposal.

Motion made by Lisa Stewart seconded by Dana Tompkin to to dispose of or sell the surplus inventory as presented. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

6. Old Business

6.a. Discussion and consideration to approve classified staff wages and benefits for the 23-24 school year.

Motion made by Chris Lewis seconded by Emmy Power to approve the classified staff salaries, benefits and incentive program as amended. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

7. Adjournment

Motion made by Lisa Stewart seconded by Emmy Power to to adjourn at 10:06 pm. Vote: Passed

Russ Muhlbach: Absent, Kay Johnson: Yea, Chris Lewis: Yea, Emmy Power: Yea, Lisa Stewart: Yea, Dana Tompkin: Yea  
Yea: 5, Nay: 0, Absent: 1

Respectfully Submitted,  
Lisa Stewart, Secretary

**Regular Meeting of the Shelton Public Schools Board of Education**  
**Monday, April 17, 2023**  
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, April 17, 2023 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2003. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

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

Administrators Dr. Gannon, Mr. Kenton and Mrs. Meyer were present as well as 1 visitor.

2. Routine matters

2.a. Review and approve minutes

Motion made by Russ Muhlbach seconded by Emmy Power to approve minutes as presented..  
Vote: Passed

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

2.b. Review and approve claims

Motion made by Lisa Stewart seconded by Dana Tompkin to review and approve claims 55720-55779 in the amount of \$200,533.46 plus regular payroll.. Vote: Passed

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

3. Request to address the Board of Education

No requests were made to address the board.

4. Reports

4.a. Financial Report

Dr. Gannon provided information regarding the financial status of the district.

4.b. Board Report

No committee meetings were held this month.

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

Dr. Gannon reported on the work list for the summer as well as potential grant opportunities that are being researched.

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

Mr. Kenton reported current enrollment is 280 students. TeamMates will attend the Red/White Spring Football game and Big Deal Day was a success.

#### 5. New Business

5.a. Consideration to approve the resignation of Peggy Lowe at the end of the 22-23 school year.

Motion made by Chris Lewis seconded by Lisa Stewart to approve the resignation as presented.  
Vote: Passed

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

5.b. Consideration to approve a teaching contract for Mikala Catlin for the 23-24 school year.

Motion made by Lisa Stewart seconded by Emmy Power to approve the contract as presented for the 2023-2024 school year. Vote: Passed

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

5.c. Consideration to approve a teaching contract for Tristian Oxford for the 23-24 school year.

Motion made by Russ Muhlbach seconded by Dana Tompkin to approve the contract as presented for the 2023-2024 school year. Vote: Passed

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

5.d. Consideration to approve a teaching contract for Nathan Huyser for the 23-24 school year.

Motion made by Chris Lewis seconded by Emmy Power to approve the contract as presented for the 2023-2024 school year. Vote: Passed

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

5.e. Consideration to designate equipment as surplus.

Motion made by Lisa Stewart seconded by Kay Johnson to designate the equipment listed as surplus. Vote: Passed

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

5.f. Discussion regarding classified salaries for the 23-24 school year

Discussion regarding classified salaries for the 2023-2024 school year. More information was requested to be gathered and will be on the agenda for the May meeting.

6. Old Business

No old business to discuss at this time.

7. Adjournment

Motion made by Emmy Power seconded by Kay Johnson to adjourn at 9:08 pm. Vote: Passed

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

Respectfully Submitted,  
Lisa Stewart, Secretary

# Shelton Public Schools

## Check Register Report by Check Number

Bank: [All]; Bank Account: [All]; Begin Check Number: 55783; End Check Number: 55832; Check Status: Paid; Created On: 5/12/2023 2:44:39 PM

Bank	Account Number				
Cornerstone Bank	031038968				
Paid Date	Check Number	Type	Vendor Name	Amount	Check Status
5/15/2023	55783	Payroll Liability	Aflac	\$2,018.36	Paid
5/15/2023	55784	Payroll Liability	Blue Cross Blue Shield	\$51,911.54	Paid
5/15/2023	55785	Payroll Liability	Companion Insurance Company	\$103.50	Paid
5/15/2023	55786	Payroll Liability	Credit Management Services, Inc.	\$214.53	Paid
5/15/2023	55787	Payroll Liability	Dist. 19 Payroll Acct.	\$6,478.90	Paid
5/15/2023	55788	Payroll Liability	District 19 Payroll Acct.	\$43,351.25	Paid
5/15/2023	55789	Payroll Liability	Horace Mann Life Insurance Co	\$200.00	Paid
5/15/2023	55790	Payroll Liability	Payroll Account - Dist 19	\$350.00	Paid
5/15/2023	55791	Payroll Liability	Principal Life Insurance Co	\$734.87	Paid
5/15/2023	55792	Payroll Liability	Shelton School Payroll Acct.	\$38,435.37	Paid
5/15/2023	55793	Payroll Liability	Vision Service Plan	\$525.35	Paid
5/15/2023	55794	Accounts Payable	Amazon Capital Services, Inc.	\$684.14	Paid
5/15/2023	55795	Accounts Payable	Black Hills Energy	\$4,211.58	Paid
5/15/2023	55796	Accounts Payable	Business Card	\$2,020.04	Paid
5/15/2023	55797	Accounts Payable	Cardio Partners Inc	\$157.50	Paid
5/15/2023	55798	Accounts Payable	Cash-wa Distributing Co.	\$326.00	Paid
5/15/2023	55799	Accounts Payable	Chartwells Dining Services	\$195.50	Paid
5/15/2023	55800	Accounts Payable	Clipper Publishing Co., Inc.	\$1,744.46	Paid
5/15/2023	55801	Accounts Payable	Copper Penny Station, LLC	\$2,151.61	Paid
5/15/2023	55802	Accounts Payable	Cornhusker State Industries	\$820.00	Paid
5/15/2023	55803	Accounts Payable	Culligan	\$45.00	Paid
5/15/2023	55804	Accounts Payable	Dana F. Cole & Company, LLP	\$4,900.00	Paid
5/15/2023	55805	Accounts Payable	DAS State Accounting - Central Finance	\$387.53	Paid
5/15/2023	55806	Accounts Payable	Eakes Office Solutions	\$2,457.88	Paid
5/15/2023	55807	Accounts Payable	Educational Service Unit #10	\$24,196.53	Paid
5/15/2023	55808	Accounts Payable	Heartland Disposal, Inc.	\$335.00	Paid
5/15/2023	55809	Accounts Payable	Hobby Lobby Stores, Inc	\$137.75	Paid
5/15/2023	55810	Accounts Payable	Holmes Plbg & Htg Supply Co.	\$176.51	Paid
5/15/2023	55811	Accounts Payable	Hometown Leasing	\$653.27	Paid
5/15/2023	55812	Accounts Payable	Jones School Supply Co.	\$34.98	Paid
5/15/2023	55813	Accounts Payable	KSB School Law PC LLO	\$70.00	Paid
5/15/2023	55814	Accounts Payable	Language Testing International, Inc	\$80.00	Paid
5/15/2023	55815	Accounts Payable	Larry's Market	\$145.02	Paid
5/15/2023	55816	Accounts Payable	Matheson Tri-Gas, Inc.	\$81.50	Paid
5/15/2023	55817	Accounts Payable	MCI	\$62.55	Paid
5/15/2023	55818	Accounts Payable	Menards	\$292.00	Paid
5/15/2023	55819	Accounts Payable	Nebraska Central Telephone Co	\$264.86	Paid
5/15/2023	55820	Accounts Payable	Nebraska Public Power Dist.	\$3,661.42	Paid
5/15/2023	55821	Accounts Payable	Powerschool Holdings LLC	\$2,005.41	Paid
5/15/2023	55822	Accounts Payable	Ravenna Goodfellow's Paint & Body	\$11,171.76	Paid
5/15/2023	55823	Accounts Payable	Really Good Stuff LLC	\$194.89	Paid
5/15/2023	55824	Accounts Payable	School Specialty Inc	\$112.45	Paid
5/15/2023	55825	Accounts Payable	Shelton School Activity Acct.	\$104.00	Paid
5/15/2023	55826	Accounts Payable	SYNCB/AMAZON	\$141.71	Paid
5/15/2023	55827	Accounts Payable	The Sherwin-Williams Co.	\$187.23	Paid
5/15/2023	55828	Accounts Payable	Village Of Shelton	\$1,002.01	Paid
5/15/2023	55829	Accounts Payable	Warther Woodworking	\$205.85	Paid
5/15/2023	55830	Accounts Payable	Kevin Willis	\$26.98	Paid
5/15/2023	55831	Accounts Payable	Woodward Disposal Service, Inc.	\$26.50	Paid

5/15/2023	55832	Accounts Payable	Yanda's Music	\$59.00	Paid
<b>Sub Total</b>				<b>\$209,854.09</b>	
<b>Grand Total</b>				<b>\$209,854.09</b>	

# Shelton Public Schools

## Check Listing Report

Accounting Cycle: FY22-23; Begin Date: 05/01/2023; End Date: 05/31/2023; Bank: [All]; Sort By Element: FUND;  
Account Expression: ([FUND] = "01") ; Created On: 5/12/2023 2:40:52 PM

Check Date	Check Number	Payee	Type	Amount
05/15/2023	55794	Amazon Capital Services, Inc.	Accounts Payable	\$684.14
05/15/2023	55795	Black Hills Energy	Accounts Payable	\$4,211.58
05/15/2023	55796	Business Card	Accounts Payable	\$2,020.04
05/15/2023	55797	Cardio Partners Inc	Accounts Payable	\$157.50
05/15/2023	55798	Cash-wa Distributing Co.	Accounts Payable	\$326.00
05/15/2023	55799	Chartwells Dining Services	Accounts Payable	\$195.50
05/15/2023	55800	Clipper Publishing Co., Inc.	Accounts Payable	\$1,744.46
05/15/2023	55801	Copper Penny Station, LLC	Accounts Payable	\$2,151.61
05/15/2023	55802	Cornhusker State Industries	Accounts Payable	\$820.00
05/15/2023	55803	Culligan	Accounts Payable	\$45.00
05/15/2023	55804	Dana F. Cole & Company, LLP	Accounts Payable	\$4,900.00
05/15/2023	55805	DAS State Accounting - Central Finance	Accounts Payable	\$387.53
05/15/2023	55806	Eakes Office Solutions	Accounts Payable	\$2,457.88
05/15/2023	55807	Educational Service Unit #10	Accounts Payable	\$24,196.53
05/15/2023	55808	Heartland Disposal, Inc.	Accounts Payable	\$335.00
05/15/2023	55809	Hobby Lobby Stores, Inc	Accounts Payable	\$137.75
05/15/2023	55810	Holmes Plbg & Htg Supply Co.	Accounts Payable	\$176.51
05/15/2023	55811	Hometown Leasing	Accounts Payable	\$653.27
05/15/2023	55812	Jones School Supply Co.	Accounts Payable	\$34.98
05/15/2023	55813	KSB School Law PC LLO	Accounts Payable	\$70.00
05/15/2023	55814	Language Testing International, Inc	Accounts Payable	\$80.00
05/15/2023	55815	Larry's Market	Accounts Payable	\$145.02
05/15/2023	55816	Matheson Tri-Gas, Inc.	Accounts Payable	\$81.50
05/15/2023	55817	MCI	Accounts Payable	\$62.55
05/15/2023	55818	Menards	Accounts Payable	\$292.00
05/15/2023	55819	Nebraska Central Telephone Co	Accounts Payable	\$264.86
05/15/2023	55820	Nebraska Public Power Dist.	Accounts Payable	\$3,661.42
05/15/2023	55821	PowerSchool Group, LLC	Accounts Payable	\$2,005.41
05/15/2023	55822	Ravenna Goodfellow's Paint & Body	Accounts Payable	\$11,171.76
05/15/2023	55823	Really Good Stuff LLC	Accounts Payable	\$194.89
05/15/2023	55824	School Specialty Inc	Accounts Payable	\$112.45
05/15/2023	55825	Shelton School Activity Acct.	Accounts Payable	\$104.00
05/15/2023	55826	SYNCB/AMAZON	Accounts Payable	\$141.71
05/15/2023	55827	The Sherwin-Williams Co.	Accounts Payable	\$187.23
05/15/2023	55828	Village Of Shelton	Accounts Payable	\$1,002.01
05/15/2023	55829	Warther Woodworking	Accounts Payable	\$205.85
05/15/2023	55830	Willis Repair, LLC	Accounts Payable	\$26.98
05/15/2023	55831	Woodward Disposal Service, Inc.	Accounts Payable	\$26.50
05/15/2023	55832	Yanda's Music	Accounts Payable	\$59.00
<b>Sub Total</b>				<b>\$65,530.42</b>

May-23

Credit Card - 3923	Vendor	Cost	Program	Amount
	Phillips 66	\$ 58.71	Fuel	\$ 266.74
	Dollar Tree - Juniors	\$ 77.23	Juniors	\$ 77.23
	Everyday Speech	\$ 9.99	ELEM Sped	\$ 9.99
Credit Card - 4217	Callum Photography	\$ 61.35	Athletics	\$ 111.26
	Wal-Mart	\$ 49.91	Principal Supply	\$ 70.38
Credit Card - 4738	Subway	\$ 70.38	Vehicle Maint	\$ 1,426.56
	A Parts Warehouse	\$ 1,426.56	FFA	\$ 29.94
	Casey's	\$ 29.94	NAHS	\$ 313.55
Credit Card - 8527	Fuel for NAHS Trip	\$ 208.03	Admin Supply	\$ 9.95
	Navy Pier Parking	\$ 32.00	Sec. Teaching	\$ 209.43
	Canopy Hotel	\$ 140.98	Sec. Periodical	\$ 26.99
	Edweekly	\$ 9.95	Weights	\$ 138.88
	Giordano's	140.57		
Credit Card - 1495	TeachersPayTeachers	\$ 34.48		
	Lincoln Journal Star	\$ 26.99		
	Azteca Market	\$ 174.95		
	Family Fresh Market	\$ 9.98		
	Little Caesar's	\$ 128.90		
	<b>Total</b>	\$ 2,690.90	<b>Total</b>	\$ 2,690.90

**DISTRICT 19 FINANCIAL STATUS AS OF April 30, 2023**

**CASH RESERVES:**

GENERAL FUND CASH RESERVE	(4/28/2023 Interest + \$493.45)	\$292,818.77
SPECIAL BUILDING CASH RESERVE	(4/28/2023 Interest + \$137.36)	\$68,915.08

**TOTAL CASH RESERVE ACCOUNTS: \$361,733.85**

**SAVINGS:**

GENERAL FUND CR SAVINGS 5882	\$295,873.25
<b>\$295,873.25</b>	

UNEMPLOYMENT SAVINGS #5891	\$25,296.43
VEH/BUS ACQ. Savings #9457	\$83,008.79
TECHNOLOGY ACQ SAVINGS # 5918	\$51,301.86
PARKING LOT DEPR. SAVINGS #5909	\$70,438.78
BAND UNIFORM SAVINGS #5900	\$0.10
HVAC Savings #9475	\$168,574.62

**TOTAL DEPRECIATION SAVINGS: \$398,620.58**

**TOTAL SAVINGS: \$694,493.83**

**TOTAL OF DISTRICT FUNDS: \$1,056,227.68**

<b><u>TAXES:</u></b>	<b><u>GENERAL</u></b>	<b><u>BUILDING</u></b>	<b><u>FUND TOTALS:</u></b>	
BUFFALO	\$212,431.10	\$3,189.45	GENERAL	\$588,692.02
HALL	\$40,673.40	\$663.01	DEPRECIATION	\$398,620.58
ADAMS	\$426.07	\$0.67	LUNCH	\$47,229.90
KEARNEY	\$0.00	\$0.00	SPECIAL BLDG	68,915.08
<b>TOTAL TAXES</b>	<b>\$253,530.57</b>	<b>\$3,853.13</b>		

<b>Net Wages</b>	\$ 153,744.99
<b>Employee - Liabilities</b>	\$ 89,041.65
<b>General Fund Expenditures</b>	\$ 65,530.42
<b>Receipts for April 2023</b>	\$ 326,982.55

## SHELTON PUBLIC SCHOOLS: GENERAL FUND MONTHLY COMPARISON

	2021-22	2022-23		2021-22	2022-23
Sept. Expenditures Reported @ Board Mtg	\$80,685.10	\$94,052.00	Mar. Expenditures Reported @ Board Mtg	\$101,329.00	\$51,047.00
Sept. Net Payroll	\$249,057.29	\$241,594.00	Mar. Net Payroll	\$244,426.00	\$252,300.00
Sept. EOM Expenditures	-		Mar. EOM Expenditures	-	
Total Sept. Expenditures	<b>\$ 329,742.39</b>	<b>335,646.00</b>	Total Mar. Expenditures	<b>\$345,755.00</b>	<b>\$303,347.00</b>
Percent of Budget Spent	4.88%	4.92%	Accumulated Totals	<b>\$ 2,409,387.00</b>	<b>\$2,250,396.00</b>
Cash On Hand	<b>\$1,454,002.00</b>	<b>\$1,539,367.00</b>	Percent of Budget Spent	5.12%	4.45%
			Cash On Hand	<b>\$ 911,789.00</b>	<b>\$1,042,928.00</b>
Oct. Expenditures Reported @ Board Mtg	\$90,029.71	\$84,336.00	April Expenditures Reported @ Board Mtg	\$57,244.00	\$65,530.00
Oct. Net Payroll	\$243,908.31	\$240,976.00	April Net Payroll	\$244,969.00	\$242,787.00
Oct. EOM Expenditures			April EOM Expenditures	-	
Total Oct. Expenditures	<b>\$392,165.00</b>	<b>325,312.00</b>	Total April Expenditures	<b>302,213.00</b>	<b>\$308,317.00</b>
Accumulated Totals	<b>\$ 721,907.39</b>	<b>\$660,958.00</b>	Accumulated Totals	<b>\$ 2,711,600.00</b>	<b>\$2,558,713.00</b>
Percent of Budget Spent	5.81%	4.77%	Percent of Budget Spent	4.48%	4.52%
Cash On Hand	<b>\$1,201,721.00</b>	<b>\$1,356,701.00</b>	Cash On Hand	<b>\$ 715,126.00</b>	<b>\$1,056,228.00</b>
Nov. Expenditures Reported @ Board Mtg	\$55,418.07	\$68,926.00	May Expenditures Reported @ Board Mtg	\$57,241.00	
Nov. Total Payroll	\$247,510.19	\$245,884.00	May Net Payroll	\$247,243.00	
Nov. EOM Expenditures	-		May EOM Expenditures	-	
Total Nov. Expenditures	\$361,671.00	314,810.00	Total May Expenditures	<b>304,484.00</b>	
Accumulated Totals	<b>\$1,144,306.00</b>	<b>\$975,768.00</b>	Accumulated Totals	<b>\$ 3,016,084.00</b>	
Percent of Budget Spent	5.36%	4.62%	Percent of Budget Spent	4.51%	0.00%
Cash On Hand	<b>\$909,822.00</b>	<b>\$1,097,486.00</b>	Cash On Hand	<b>\$ 1,725,023.00</b>	
Dec. Expenditures Reported @ Board Mtg	\$86,223.00	\$88,189.00	June Expenditures Reported @ Board Mtg	\$58,000.00	
Dec. Total Payroll	\$245,585.81	\$243,477.00	June Net Payroll	\$239,179.00	
Dec. EOM Expenditures	-		June EOM Expenditures	-	
Total Dec. Expenditures	<b>331,809.00</b>	<b>331,666.00</b>	Total June Expenditures	<b>297,179.00</b>	
Accumulated Totals	<b>\$ 1,476,115.00</b>	<b>1,307,434.00</b>	Accumulated Totals	<b>\$ 3,313,263.00</b>	
Percent of Budget Spent	4.91%	4.87%	Percent of Budget Spent	4.40%	\$0.00
Cash On Hand	<b>\$ 686,300.00</b>	<b>\$972,329.00</b>	Cash On Hand	<b>\$ 1,678,362.00</b>	
Jan. Expenditures Reported @ Board Mtg	\$49,058.00	\$72,612.00	July Expenditures Reported @ Board Mtg	\$145,645.00	
Jan. Net Payroll	\$243,555.00	\$245,094.00	July Net Payroll	\$235,091.93	
Jan. EOM Expenditures			July EOM Expenditures	-	
Total Jan. Expenditures	<b>\$292,973.00</b>	<b>\$317,706.00</b>	Total July Expenditures	<b>309,177.00</b>	
Accumulated Totals	<b>\$ 1,769,088.00</b>	<b>1,625,140.00</b>	Accumulated Totals	<b>\$ 3,622,440.00</b>	
Percent of Budget Spent	4.34%	4.66%	Percent of Budget Spent	4.58%	\$0.00
Cash On Hand	<b>\$ 993,449.00</b>	<b>\$1,162,754.00</b>	Cash On Hand	<b>\$ 1,370,190.00</b>	
Feb. Expenditures Reported @ Board Mtg	\$52,409.00	\$73,729.00	August Expenditures Reported @ Board Mtg	\$160,866.00	
Feb. Net Payroll	\$242,135.00	\$248,180.00	August Net Payroll	\$247,959.00	
Feb. EOM Expenditures	-		August EOM Expenditures	-	
Total Feb. Expenditures	<b>294,544.00</b>	\$321,909.00	Total August Expenditures	<b>408,825.00</b>	
Accumulated Totals	<b>\$ 2,063,632.00</b>	<b>1,947,049.00</b>	Accumulated Totals	<b>\$ 4,031,265.00</b>	<b>\$6,817,360.00</b>
Percent of Budget Spent	4.36%	4.72%	<b>BUDGET</b>	<b>\$6,752,833.00</b>	<b>\$0.00</b>
Cash On Hand	<b>\$ 1,050,940.00</b>	<b>\$1,331,775.00</b>	<b>TOTAL % OF BUDGET SPENT =</b>	59.70%	<b>\$0.00</b>
			Cash On Hand	<b>\$ 1,054,657.00</b>	<b>\$269,361</b>

# Superintendent Goals Quarterly Update

## May 2023

### #1 - BUDGET

- Create a realistic and workable budget
- Budget to be able to carry out the Shelton Capital Improvement Schedule
  - Whenever possible, I try to look for grants that will allow us to do replace old equipment without using depreciation funds. One example is the School Violence Prevention Grant I am working on, which if awarded would allow us to replace security cameras, exterior doors, and intercom systems. All much needed updates. This allows us to stretch depreciation funds a little farther.
- Stay abreast of the current budget and continue to build cash reserve
  - This has been a slow build over time.
    - During the 20-21 school year we had to transfer \$175,000 from savings for cover payroll and monthly expenditures. We made some painful but strategic decisions to reduce staff through attrition and movement into different positions as well as taking a hard look at spending. We also tried to leverage ESSER funds to help offset general fund expenditures as much as possible to help to build back cash reserve.
    - During the 21-22 school year we transferred \$144,700 to cover payroll and monthly expenditures. We did not tax in special building to fund to allow maximum tax dollars to go into general fund. We also worked hard to once again use grant dollars to make large purchases such as technology devices to reduce expenditures from general fund. By the end of the year we were able to move \$150,000 into depreciation.
    - During the 22-23 school year we transferred \$0 from savings. We anticipate having an estimated \$150,000 that we can move to depreciation.

# Superintendent Goals Quarterly Update

## May 2023

- o School finance advisors recommend having close to the 3 months worth of bills in cash reserve to be considered financially healthy. Typically, one month's worth of bills for Shelton is between \$345,000 and \$385,000. A healthy cash reserve for Shelton (3 months worth of bills) is approximately \$1,095,000.
- Manage and build depreciation funds
  - o Last year we decided to put \$100,000 in HVAC and \$50,000 in transportation depreciation.
  - o The board can determine which depreciation accounts we would like to invest in this year.
    - The [Shelton Public School Capital Improvement Schedule](#) lists recommendations for depreciation deposits for the 22-23 school year.
    - The board may want to consider adding or changing a depreciation fund to an account called facilities. This would allow us to replace equipment like lawn mowers, ice machines, shop equipment, etc as it becomes old, outdated, or we are no longer able to repair it.

## #2 - COMMUNICATION

- Create a timely and consistent communication mechanism on hot topics or relevant information at least twice a month for the Board of Education
  - o Continue with weekly updates
- Utilize district-wide communication tools and social media to provide timely information as it relates to consistent communication for students and parents
  - o Since the last update we have been working on the [mobile app](#) and getting that up and running for the start of next school year.
  - o Currently, the app is being developed by apple developer and then we will be able to personalize it to meet our communication needs.

# Superintendent Goals Quarterly Update

## May 2023

- Develop and implement an action plan based on the results of the NASB Staff Well-being Survey
  - Based on the feedback from board members as well as results of the staff survey the principals and I have been working to make strategic changes to their roles and responsibilities that better align with the needs of staff and students. The structure that the admin team would like to propose is as follows:
    - Mr. Kenton serves as the PK-6 principal
    - Mrs. Meyer serves as the 7-12 principal
  - Over the summer we will work to unpack the data from the focus group and analyze any other systems changes we need to implement for the 23-24 school year to improve the culture and climate of the district.
  - A strategy that we intend to implement before the end of the school year is in addition to the exit interviews we would like to administer “stay interviews” for the staff who will be returning next year. Mr. Kenton learned about this through the Principal Triad training he participated in this year. The idea is that it supports and values the ideas and opinions of returning staff which we feel is important.
- Create a visible presence in the school at activities and local organizations
  - Continue to attend school and community activities
  - Continue membership with the Lion’s Club

### **#3 - EXPECTATIONS AND ACCOUNTABILITY**

- Promote high and consistent expectations for staff and students
- Create roles and responsibilities to determine if the current staffing is sustainable (all roles in the district).
- Continue to develop collaborative relationships between all staff to maximize opportunities for students.

# Superintendent Goals Quarterly Update

## May 2023

- o Administration has made a conscious effort to seek staff input in decision making. This was reflected positively in the staff focus group data.
  - One example, is that based on staff feedback we will have time every Wednesday at 2:30 for the MTSS problem solving teams to meet. This will not only give teachers protected times to hold these meetings, but will also improve communication, accountability, and collaboration amongst staff.
- o The Admin team is reading Reality-based Leadership and attending the workshop at ESU 10 on June 6
  - Other staff are also interested in the book study and attending the training as well.

To: Board of Education  
From: Jeff Kenton  
Date: May 15, 2023  
Re: Board Report

- Current Enrollment: 277 Students
  - PK-6 = 159
  - 7-12 = 118
- School Drills Held (2022-2023 School Year)
  - Bus Evacuation Drill
  - Fire Drills
  - Hold-In-Place Drill
  - Lockdown Drills
  - Tornado Drill
  - Evacuation Drill
- State Track
  - I will update you on State Track Qualifiers on Monday.
- Students are currently registering for classes next year with Mrs. Meyer and Mrs. Flint.
- Summer School
  - 7th-12th graders who need to attend summer school for credit recovery will be mailed letters.
  - Will not have an official number of students until the second semester ends.
  - Planning on starting summer school for JH/HS students right away in May.
  - Elementary Summer School will begin on June 5 and run for four weeks.
- Fentanyl Video was shown to students on May 9th.
  - 7th - 12th-grade students watched the video together in the old gym
  - After the video was over students went to 9th-period classes and teachers discussed the following questions with students:
    - What did you learn about fentanyl?
    - What would you say to a friend of yours who is planning on trying a substance they swear is safe?
    - What do you hope to remember from watching this film?
    - What could you do to share the film and this message with your circle of friends?
    - What do you think are the factors that lead someone to be open to self-medicate with potentially harmful substances?

**Respectfully Submitted,**  
**Jeff Kenton**

## **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 one year(s) beginning on July 1, 2023, 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 2023-2024 contract year shall be \$127,565.00 which shall be paid in 12 equal monthly installments beginning in the month of July 2023. 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 \_\_\_\_\_, 2023.**

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

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

**Executed by the Superintendent this \_\_\_\_ day of \_\_\_\_\_, 2023.**

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

## **POLICY 7013: COMPLAINT AND GRIEVANCE PROCEDURES**

Good communication helps to resolve many misunderstandings and disagreements. This complaint/grievance procedure applies to board members, patrons, students, and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint/grievance should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below:

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
  - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, gender, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 823-1404.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
  - a) Determine whether the complainant has discussed the matter with the staff member involved.

- 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant to determine:
    - 1) All relevant details of the complaint;
    - 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.
4. A complainant who is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint may appeal the decision to the superintendent.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
  - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
  - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.

5. A complainant who is not satisfied with the superintendent's decision regarding a complaint may appeal the decision to the board.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
  - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
  - d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
  - e) There is no appeal from a decision of the board.
  
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
  - a) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Adopted on: 5/11/09

Revised on: 9/14/15

Reviewed on: 7/20/15

**POLICY 7014: COMPENSATION OF CERTIFIED STAFF**

The Board of Education shall enter into negotiations with the duly authorized representatives of the certified staff on mandatory subjects of negotiations. All agreements resulting from such negotiations shall be reduced to writing.

Adopted on: 5/11/09

Revised on:

Reviewed on:

**POLICY 7016: PROFESSIONAL LEAVE**

Two days of professional leave may be granted, non-cumulative, per year. Such professional leave would be for the attendance of workshops, meetings, conferences, and other professional seminars as long as they are for professional advancement.

A request for professional leave must be made one week in advance to the respective principals. The principal after receiving the request will make his recommendation to the superintendent. The superintendent shall make the final determination.

Adopted on: 2/19/79

Revised on:

Reviewed on: 5/11/09

**POLICY 7017: EMPLOYEE LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act (“FMLA”). The terms used herein shall have the meaning ascribed to them under the FMLA. Employees may also qualify for leave under the Nebraska Family Military Leave Act, which is covered under the district’s policy for that law. If an employee qualifies for leave under both the Family and Medical Leave Act and the Nebraska Military Leave Act, any leave taken by the employee will count concurrently toward the leave limits of both acts.

**I. Qualifying for Leave**

**A. Qualified Employees**

1. To be eligible for *unpaid* leave under this policy, an employee must:
  - a. Make the request for leave at a time when the school district employs 50 or more workers;
  - b. Have been working for the school district for at least 12 months prior to the request; and
  - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be the 12-month period measured forward from the date such employee's first FMLA leave begins.
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 4011.1.

**B. Qualified Circumstances Necessitating Leave**

1. The school district will grant an eligible employee up to a total of 12 workweeks of *unpaid* leave under the following conditions:
  - a. For birth of a son or daughter, and to care for the newborn child;

- b. For placement of a son or daughter with the employee for adoption or foster care;
  - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
  - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job;
  - e. Because of any qualifying urgent need arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation; or
2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of *unpaid* leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the covered Veteran was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

**C. Limitations on Leave**

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:
  - a. The aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and
  - b. The aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a Covered Servicemember and the husband and wife employees are both either the son, daughter, parent, or next of kin of such Covered Servicemember, if the leave is taken for this reason or a combination of this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

**D. Qualifying Notice and Certification**

Employees seeking to use FMLA leave will be required to provide:

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the school district as is reasonable and practical;
2. Medical certification supporting the need for leave due to a Serious Health Condition affecting the employee or family member or to care for a Military Member, and/or due to a Serious Injury or Illness to care for a Veteran;

3. Second or third medical opinions and periodic re-certifications (at the school district's expense);
4. Certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation;
5. Certification supporting the need for leave to care for a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and
6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

**E. Scheduling Leave**

When leave is needed to care for a family member, for the employee's own illness, or to care for a Covered Servicemember, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.

**II. Relationship with District During Leave**

**A. Leave to Be Unpaid**

All leave provided to employees under the provisions of the FMLA and this policy shall be unpaid leave.

**B. Substitution of Paid Leave**

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in

any situation in which the school district would not normally provide such paid leave.

2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the number of workweeks of FMLA leave to which the employee is entitled.
3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

**C. Group Health Plan Benefits**

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.
2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

**D. Intermittent or Reduced-Schedule Leave**

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.
  - a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.
  - b. When leave is taken to care for a sick family member, for an employee's own serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.
  - c. When leave is taken by an eligible employee because of any qualifying exigency arising out of

the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.

- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness
  - e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
  - f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.
2. If an eligible employee requests intermittent leave or leave on a reduced-leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the school district may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Such an

alternative position must have equivalent pay and benefits as the employee's permanent position.

3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

### III. **Return from Leave**

#### A. **Restoration to Position**

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.
3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the employee would have been entitled had the employee not taken leave.

#### B. **Denial of Restoration**

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.
2. If the school district intends to deny restoration to such an employee, it will:
  - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;

- b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;
- c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

**C. Failure to Return from Leave**

- a. If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

**IV. Notice to Employees**

- A. The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.
- B. When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.
- C. To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over

the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

- D. Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: 02/94

Revised on: 05/11/09, 11/11/13, 07/10/17

Reviewed on: 11/11/13

## THE FAMILY AND MEDICAL LEAVE ACT OF 1993

### **Section 301(c) Notice to Employees**

1. You will be notified by the District whether your leave will be counted against your annual FMLA leave entitlement which will be based on the calendar year.
2. Your request for leave to care for your seriously-ill spouse, son, daughter or parent, or due to your own serious health condition which makes you unable to perform the functions of your position, must be supported by a certification issued by your healthcare provider in the case of personal illness or your family member's health care provider in the case of a family member who is ill. You must return the attached medical certification, completed by the health care provider, within 15 days prior to the date your leave will commence or as soon as practical if the leave was unforeseen.
3. If you fail to give 30 days advance notice when the need for the FMLA leave is foreseeable, the District may deny your taking FMLA leave until 30 days after the date you provide notice to the District of the need for FMLA leave.
4. If you fail to provide the requested medical certification to substantiate the need for FMLA leave due to a serious health condition within 15 days prior to the time you will commence the FMLA leave, the District may deny the FMLA leave until you submit the certificate.
5. You may substitute accrued paid leave (e.g. sick or personal leave) to cover some or all of the otherwise unpaid FMLA leave. The District may require you to substitute your paid leave for FMLA leave.
6. Any share of health plan premiums which have been paid by you prior to the FMLA leave must continue to be paid by you during your FMLA leave period. If premiums are raised or lowered, you will be required to pay the new premium rate. If the FMLA leave is substituted for paid leave, your share of premiums will be paid by the method normally used during any paid leave. If the FMLA leave is unpaid, you will be required to make the payment to the insurance carrier at the same time as it would be made if by payroll deduction or through another system voluntarily agreed to between the District and you.
7. You will be required to present a fitness-for-duty certificate to be restored to employment based on the nature of your illness or the duration of your absence. You may also be required periodically, while on FMLA leave, to report on your status and intent to report to work.
8. If you fail to provide the requested fitness-for-duty certification to return to work, the District may deny your restoration until you submit the certificate.

9. On return from FMLA leave, you are entitled to be returned to the same position you held when leave commenced, if the same position remains available; or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

10. You may be liable for payment of health insurance premiums paid by the employer during your FMLA leave if you fail to return to work after taking FMLA leave.

I have received a copy of this notice after notifying the district of my need for FMLA leave.

Employee's Name (Print): \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **POLICY 7018: EXPENSE ALLOWANCES**

Board of Education members, administration, teachers, or other school employees who are requested to attend educational meetings or school related meetings by the school administration will be reimbursed reasonable lodging costs, the current per mile mileage rate as established by the Board of Education, and the full cost of tickets or banquets which are part of the meeting program.

School employees sponsoring students at school related activities will be allowed \$15.00/day for meals, reasonable lodging expense, and be paid the current per mile mileage rate if they use their own vehicle.

Adopted on:

Revised on:

Reviewed on: 5/11/09

## **POLICY 7019: LONG-TERM LEAVE (LEAVE OF ABSENCE)**

A certificated employee who has been employed as such by Shelton Public Schools for three years of continuous full-time service may request a leave of absence of as much as one year. The employee must apply for leave in writing on or before March 1 of the year preceding the school year of the leave. The Board of Education shall, in its sole discretion, determine the number of leaves of absences, if any, which will be permitted during a school year.

If the number of applicants exceeds the number of leaves authorized by the Board of Education, the leaves will be granted in the order of the seniority of the applicants. Seniority shall be defined as the number of continuous, full-time years of employment in the district. A break in service will terminate a teacher's seniority under this provision. If two or more applicants tie in seniority, the tie will be broken by the flip of a coin.

Time during a leave of absence and time when a teacher has been reduced in force and is not employed full-time by Shelton Public Schools shall not constitute a break in service for the purpose of seniority. However, any years of leave of absence and reduction in force will not count as years of employment for the purpose of increased seniority.

For the purposes of this section only, a teacher who is granted a leave of absence shall lose seniority and, upon returning to the employment of the school district, shall earn seniority anew. For example, if a teacher with 20 years of continuous full-time teaching experience applies for a leave of absence and has the greatest seniority of all the applicants, the teacher will be given first preference in granting the leave. Upon returning to the district after the completion of the leave, the teacher's prior seniority will expire and they will begin to acquire seniority again as if the first year after the leave were the teacher's first year of employment. This provision will prevent teachers with the greatest seniority from dominating the leaves of absence and will rotate the opportunity for such leaves among the staff.

A teacher desiring to return to employment after a leave of absence shall be required to submit a written statement of her or his intention to return on or before March 15 of the school year of the leave. The failure of the teacher to submit a written statement of intention to return by March 15 shall constitute a refusal of employment for the following school year and shall authorize the Board of Education to take action to terminate the employment.

During the period of the leave, the teacher may continue health insurance coverage as may be permitted by the health insurance carrier for Shelton Public Schools under the provisions of the Comprehensive Omnibus Budget Reconciliation Act (COBRA). Upon return to active employment, the teacher will be provided benefits in accordance with the negotiated agreement with the Shelton Education Association. The leave of absence shall not be considered as a year of employment by the school district for advancement on the salary schedule. Unless the teacher is reduced in force during the year of the leave of

absence, a teacher returning from a leave of absence shall be assigned to a position by the superintendent of schools but is not guaranteed reassignment to the position the teacher held before the leave.

Adopted on: 8/14/92

Revised on:

Reviewed on: 5/11/09

## **POLICY 7020: PROFESSIONAL GROWTH**

All tenured permanent certified employees beginning September, 1982, shall be required during each six year period to give evidence of professional growth. Terms and conditions of professional growth are outlined in this policy.

The Board of Education recognizes the importance of professional growth and staff development and shall continue to encourage the growth and development of the certificated staff by providing alternatives to the six semester hours of college credit.

Professional growth activities shall be aside from and over and above activities required by all staff personnel in fulfillment of contractual obligations.

A total of twenty-four points must be earned over any applicable six year period. A minimum of twelve points must be obtained through formal class work.

The following activities may be acceptable for professional growth credit:

1. Formal Class work
  - a. College Credit--four points/credit hour. Documentation required.
  - b. Undergraduate credit must be applicable to the classroom.
2. Professional meetings or workshops--one point/half day.
  - a. Curriculum conferences, clinics, or special activities sponsored by NSEA, NCSA or NDE which are instructional in nature. **One point per 5 clock hours.**
  - b. Workshops that are generally curriculum or classroom oriented. Evidence of participation will be required (ideally with materials or skills that can be utilized in the classroom). **One point/half day**
  - c. Curriculum Development--one point/half day (minimum 3 1/2 hours). Must be for Shelton Public Schools' curriculum and under the direction of the principal. To qualify, payment for work done is prohibited and work is to be done outside of school hours.
  - d. **Committee meetings and work outside the regular school day. One point per 5 clock hours.**

Application for Approval of Professional Growth Points:

Within a reasonable time prior to any professional growth activity for which growth points are sought, the employee shall make application to their designated administrative supervisor on a Professional Growth Activity form provided by the superintendent's office. The application will be reviewed and approved or rejected in writing within three days of its receipt with a copy placed in the personnel folder. After the Professional Growth Activity has been completed and follow-up requirements met, if any, the

respective administrator shall indicate points earned, the forms signed by both the employee and administrator and placed in the personnel folder of the employees.

#### Appeal Process:

Should the employee not agree with the respective administrator's decision regarding the application for growth credit, they may appeal to a committee of three made up of a school administrator for review a second time. The Board of Education as a whole shall serve as the final appeal body in the event the employee is still dissatisfied with the administrator's decision.

#### Absences From School:

Any activity requiring absence from school during a school contract day shall be governed by the professional and personal leave policy of the district.

Adopted on: 8/13/84

Revised on: 5/11/09

Reviewed on:

APPLICATION FOR PROFESSIONAL GROWTH POINTS

Category: 1 2 3 4 5 (Please Circle)

Subcategory: a b c d (Please Circle)

Date Submitted: \_\_\_\_\_

Date(s) of Activity: \_\_\_\_\_ Number of Clock Hours: \_\_\_\_\_

Name/Type of Activity: \_\_\_\_\_

Description of Activity: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Activity is sponsored or offered by: \_\_\_\_\_

If this Activity was completed for college credit, please attach copies of transcripts.

I verify the above information is true and that I have accurately described the completion of such professional growth activities:

\_\_\_\_\_

Signature of Applicant

\*\*\*\*\*

The above activity is approved for \_\_\_\_\_ professional growth points.

The above request has been denied because: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

## **POLICY 7021: SUBSTITUTE TEACHERS**

The principal shall maintain a list of qualified substitute teachers who may be called on to replace regular teachers who are absent. Teachers whose names appear on the substitute list shall be duly certified by the State of Nebraska.

Substitutes will be paid at a rate to be annually established by the Board of Education.

Supervising principals ~~are required to maintain an evaluation on~~ will monitor the ~~performance of~~ substitute teachers and the placement and utilization of substitutes will be based upon the recommendations of the principals involved. ~~and the evaluation of past teaching performance made by the district's administrative personnel.~~

Adopted on:

Revised on: 2/11/91

Reviewed on: 5/11/09

**POLICY 7022: DUE PROCESS IN THE CANCELLATION, AMENDMENT OR TERMINATION OF A PERMANENT CERTIFICATED EMPLOYEE'S CONTRACT**

It shall be the policy of Shelton Public Schools to comply with all requirements of due process in considering the cancellation, amendment or termination of a permanent certificated employee's contract of employment. After compliance with the requirements of due process, the Board of Education may cancel, amend or terminate the contract of employment of a permanent certificated employee for reasons of just cause as provided in statute, contract or school board policy.

The superintendent of schools may, at his discretion, notify a permanent certificated employee that their employment may be canceled, amended or terminated. In the event of consideration of mid-term amendment or cancellation of a certificated employee's employment contract, the affected employee shall be provided:

- a. A written statement of the alleged grounds for cancellation or amendment of the contract and that such certificated employee's contract may be canceled or amended mid-term as well as the information set out in subsections (c) and (d) of this policy.

In the event of consideration of amendment or termination of a permanent certificated employee's employment contract at the close of the school year, the affected employee shall be provided:

- b. Written notice of the alleged grounds for the proposed action in the initial notice or, in the alternative, notice of consideration of amendment or termination and, if requested by the employee, written notice of the alleged grounds for the proposed action at least five (5) days prior to the hearing.

In the event of the proposed cancellation, amendment or termination of a permanent certificated employee's employment contract, whether mid-term or at the close of the contract year, the affected employee shall be provided:

- c. Written notice that they are entitled to a hearing before the board of education prior to any final decision on the proposed contract action. To secure such a hearing, the employee must submit a written request to the secretary of the school board or superintendent or superintendent's designee within seven (7) calendar days of receipt of notice of possible cancellation, amendment or termination.
- d. Upon request of the certificated employee, a notification, at least five (5) days prior to the hearing, of the names of any witnesses who will be called to testify against the certificated employee as well as the general areas of their testimony and an opportunity to examine any documents that will be presented at the hearing.

Due and proper notice of the board hearing regarding any permanent certificated employee shall be given in accordance with statute. The employee shall have the right to be represented at the hearing and shall be given an opportunity to cross-examine all witnesses and to examine all documents and to present evidence material to the issues.

A decision to cancel, amend or terminate a permanent certificated employee's contract shall be based solely upon the evidence produced at the hearing and must be agreed to by a majority of the members of the Board of Education (i.e. four (4) members of a six (6) member board). If the Board of Education cancels, amends or terminates a certificated employee's contract, it shall reduce its findings and determinations to writing and shall deliver a written copy thereof to the certificated employee.

Adopted on: 8/13/84

Revised on: 5/11/09

Reviewed on:

Name or description of item	Quantity	
record machines	2	
vinyl records	100	
cd/dvd player -not working	1	
Printer- works just don't need	1	
Reader: La Vida Según Rosa y Fabian	14	ISBN: 987-0-7560-1244-1
Reader: Pobre Ana	25	ISBN: 0-929724-47-X
Reader: Patricia Va a California	33	ISBN: 0-929724-50-X
Reader: Mi Propio Auto	32	ISBN: 0-929724-74-7
Reader: Dónde Está Eduardo	50	ISBN: 0-929724-69-0
Reader: Casi Se Muere	45	ISBN: 978-0-929724-43-0
Reader: El Viaje de su Vida	47	ISBN: 0-929724-49-6
Reader: El Viaje Perdido	42	ISBN: 0-929724-59-3
Reader: Pobre Ana Bailó Tango	2	ISBN: 0-929724-45-3
Reader: Los Ojos de Carmen	9	ISBN: 0-929-724-92-5
Reader: Vida o Muerte en el Cusco	9	ISBN: 1-60372-048-0
Reader: Viva el Toro	46	ISBN: 0-929724-48-8
Reader: El Zorro	9	ISBN: 88-7754-895-9
Reader: Don Quijote de la Mancha Graphic Novel	11	ISBN: 978-0-7560-1181-9
Reader: Las Aventuras de Don Quijote de la Mancha	9	ISBN: N/A

Year 2023-2024						
FICA	7.65%	Single	\$9,781.44			
Retirement	9.88%	Employee-Child	\$18,095.88			
		Employee- Spouse	\$20,541.36			
		Employee-Family	\$27,582.12			
<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	\$22.64	2080	\$27,582.12	\$74,673.32	4.39%	Notes
<b>Office Assistant/Translator</b>						
Bernal Pardo, Maritza	\$19.19	1433.75		\$27,513.66	4.39%	
<b>Office Manager</b>						
Sutton, Sandy	\$21.57	1433.75		\$30,925.99	4.39%	
<b>Custodial</b>						
Jensen, Seth	\$25.38	2080	\$27,582.12	\$80,372.52	4.39%	
Lauber, Roxanne	\$18.79	2080	\$27,582.12	\$66,665.32	4.39%	
Micah King	\$26.10	2080		\$54,288.00	4.39%	
<b>Cooks</b>						
Kitchen Manager	\$20.00	1536	\$9,781.44	\$40,501.44		
Galvan, Loni	\$15.07	941.6		\$14,189.91	4.39%	
Johnson, Kayla	\$15.07	941.6		\$14,189.91	4.39%	
<b>Bus Drivers</b>						
New bus driver	\$83.64	178		\$14,887.92	2.20%	
Spellman, Denise	\$83.64	178		\$14,887.92	2.20%	
<b>Alternative Education</b>						
Cheney, Amy	\$18.74	1246		\$23,350.04	5.00%	Recommending a larger increase because of her work in the concession stand. Concession stand does not get a stipend or extra duty pay.
<b>SPED Paras</b>						
Gibbs, Carolyn	\$19.64	1246		\$24,471.44	4.39%	
Gibbs, Carolyn - SPED	\$16.35	173		\$2,828.55	2.20%	173= number of student days in a year

Johnson, April	\$16.75	1246		\$20,870.50	13.48%	With retirements the past school year, April is one of our veteran paras beginning her 6th year of service in the district. I wanted to bring her pay in line with similar hourly positions.
Hernandez, Mariana	\$18.00	1246		\$22,428.00		New hire with bachelors degree in social work, bilingual, and also is med-aid trained
para 2	\$16.00	1246		\$19,936.00		
Moore, Donita	\$18.85	1246		\$23,487.10	4.39%	
para 3	\$16.00	1246		\$19,936.00		
Rogers, Carrie	\$16.00	1246		\$19,936.00	14.29%	Carrie holds an associates degree. This would bring her hourly wage more in line with other paras in similar positions with similar education and experience.
<b>Library Para</b>						
Muhlbach, Dayle	\$19.96	1246		\$24,870.16	4.39%	
<b>Nurse</b>						
Cornelius, Jackie	\$33.33	546		\$18,198.18	4.39%	
<b>Totals</b>	<b>\$560.71</b>	<b>26895.7</b>	<b>\$92,527.80</b>	<b>\$653,407.88</b>		
<b>Current Year 2020-2021</b>						
Salaries	\$560,880.08					
FICA	\$42,907.33					
Retirement	\$55,414.95					
Benefits	\$92,527.80					
<b>Total District Costs</b>	<b>\$751,730.16</b>					

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	3.30%	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%	

	\$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 Gomez	\$17.00	1246		\$21,182.00		
Carrie Rogers	\$14.00					
<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>\$567.09</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>					

Year 2021-2022					
FICA	7.65%	Single	\$8,673.72		
Retirement	9.88%	Employee-Child	\$16,046.52		
		Employee- Spouse	\$18,215.04		
2.96%		Employee-Family	\$24,458.52		
<b><u>Name/Position</u></b>	<b><u>21-22 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	\$21.00	2080	\$24,458.52	\$68,138.52	23.50%
<b>Office Assistant/Translator</b>					
Bernal Pardo, Maritza	\$17.50	1433.75		\$25,090.63	
<b>Office Manager</b>					
Sutton, Sandy	\$20.00	1433.75		\$28,675.00	11.50%
<b>Custodial</b>					
Jensen, Seth	\$23.45	2080	\$24,458.52	\$73,234.52	0.00%
Lauber, Roxanne	\$16.20	2080	\$24,458.52	\$58,154.52	2.85%
Lehn, Dennis	\$25.11	2080	\$24,458.52	\$76,687.32	2.85%
<b>Cooks</b>					
Bombeck, Sue	\$20.60	1536	\$18,215.04	\$49,856.64	2.85%
Slagle, Bev	\$12.96	1144		\$14,826.24	2.85%
Galvan, Loni	\$11.50	1144		\$13,156.00	0.00%
Johnson, Kayla	\$11.50	1001		\$11,511.50	0.00%
Pardo Ruiz, Laura	\$11.50	344.5		\$3,961.75	0.00%
<b>Bus Drivers</b>					
Lehn,Dennis	\$81.00	178		\$14,418.00	1.25%
Spellman, Denise	\$81.00	178		\$14,418.00	1.25%

<b>Alternative Education</b>					
Moore, Donita	\$17.48	1246		\$21,780.08	2.85%
<b>SPED Paras</b>					
Cheney, Amy	\$17.00	623		\$10,591.00	0.00%
Gibbs, Carolyn	\$18.21	1246		\$22,689.66	2.85%
Gibbs, Carolyn - SPED	\$31.00	176		\$5,456.00	2.85%
Hawks, Carlie	\$13.83	630		\$8,712.90	
Johnson, April	\$14.29	1246		\$17,805.34	2.85%
Jurgens, Randa	\$13.45	1176		\$15,817.20	0.00%
Moeller, Brenda	\$19.17	1246		\$23,885.82	2.85%
Ropers, Dori	\$14.29	1246		\$17,805.34	2.85%
<b>Library Para</b>					
Muhlbach, Dayle	\$18.21	1246		\$22,689.66	2.85%
<b>Nurse</b>					
Cornelius, Jackie	\$30.91	546		\$16,876.86	2.85%
<b>Totals</b>	<b>\$561.16</b>	<b>27340</b>	<b>\$116,049.12</b>	<b>\$636,238.50</b>	<b>4.07%</b>
<b>Current Year 2020-2021</b>					
Salaries	\$520,189.38				
FICA	\$39,794.49				
Retirement	\$51,394.71				
Benefits	\$116,049.12				
<b>Total District Costs</b>	<b>\$727,427.69</b>				

Year 2020-2021				
FICA	7.65%	Single	\$8,435.00	
Retirement	9.88%	Employee-Child	\$15,605.00	
		Employee- Spouse	\$17,714.00	
		Employee-Family	\$23,786.00	
<b><u>Name/Position</u></b>	<b><u>20-21 Wage</u></b>	<b><u>Hours Worked</u></b>	<b><u>Benefits</u></b>	<b><u>Total Comp</u></b>
<b>Bookkeeper</b>				
Lacey, LeAnne	\$34.43	2080	\$17,714.00	\$89,328.40
Meyer, Missy	\$17.00	2080	\$23,786.00	\$59,146.00
<b>Secretary Secondary</b>				
Rodriguez, Vicki	\$21.94	1534.5	\$9,000.00	\$42,666.93
<b>Secretary - Elem</b>				
Sutton, Sandy	\$17.71	1433.75		\$25,391.71
<b>Custodial</b>				
Jensen, Seth	\$23.45	2080	\$23,786.00	\$72,562.00
Lauber, Roxanne	\$15.75	2080	\$23,786.00	\$56,546.00
Lehn, Dennis	\$24.41	2080	\$23,786.00	\$74,558.80
<b>Cooks</b>				
Bombeck, Sue	\$20.03	1536	\$17,714.00	\$48,480.08
Slagle, Bev	\$12.60	1144		\$14,414.40
Smallcomb, Jill	\$11.30	430.5		\$4,864.65
<b>Bus Drivers</b>				
Lehn,Dennis	\$80.00	178		\$14,240.00
Spellman, Denise	\$80.00	178		\$14,240.00
<b>Alternative Education</b>				
Moore, Donita	\$17.00	1246		\$21,182.00
<b>SPED Paras</b>				
Gibbs, Carolyn	\$17.71	1246		\$22,066.66

Gibbs, Carolyn - SPED	\$30.00	176		\$5,280.00
Hawks, Carlie	\$13.45	1246		\$16,758.70
Johnson, April	\$13.89	1246		\$17,306.94
Moeller, Brenda	\$18.64	1246		\$23,225.44
Ropers, Dori	\$13.89	1246		\$17,306.94
Smallcomb, Jill	\$13.45	430.5		\$5,790.23
<b>Library Para</b>				
Muhlbach, Dayle	\$17.71	1246		\$22,066.66
<b>Nurse</b>				
Cornelius, Jackie	\$30.05	546		\$16,407.30
<b>Totals</b>	<b>\$544.41</b>	<b>26709.25</b>	<b>\$139,572.00</b>	<b>\$683,829.84</b>
<b>Current Year 2020-2021</b>				
Salaries	\$544,257.84			
FICA	\$41,635.72			
Retirement	\$53,772.67			
Benefits	\$139,572.00			
<b>Total District Costs</b>	<b>\$779,238.24</b>			

12 Month Classified Employee Incentive Program
All 12 Month Classified Employees will be reviewed after the completion of their 5th, 10th, 15th ... (5 year multiple) years of service to the District. At this time additional benefits may be allotted depending on the criteria outlined below.
To qualify for the additional benefits, the employee must meet the following:
Maintain a good record of attendance at work. Punctuality and attendance are keys to earning the additional benefits. The review will consist of looking at the leave records of the employee over the previous 2 years or more if requested by the Board. Missing less than 5 days beyond the allotted leave time is highly desired.
Demonstrate a good work ethic. The employee is committed to the job at hand and has not been on a plan of improvement for at least the last two consecutive years of service and / or has not received two areas with unsatisfactory designation during a performance review within the last two years.
If the employee meets the above criteria the Board may elect to grant additional benefits as outlined below:
12 month employees begin with 5 vacation days.
5 years of service - Add 2 vacation days (total of 7) Trade in 4 sick leave days for 1 personal day
10 years of service - Add 2 vacation days (total of 9) Trade in 5 sick leave days for 1 personal day
15 years of service - Add 2 days of vacation (total of 11) Trade in 5 sick leave days for 1 personal day
20 years of service - Add 2 vacation days (total of 13). Trade in 5 sick leave days for 1 personal day
25 years of service - Add 2 vacation days (total of 15) Trade in 5 sick leave days for 1 personal day
**Paid leave days can be taken at any time including over any school break (no school) days at the employee's discretion.
If the employee meets the criteria above the Board may elect to increase their hourly rate of pay outside of the determined rate for other 12 month employees during the 5 year review timeframe (Board Meeting).
**incentive takes effect in the fall after 5 years of service
So someone hired in 9/21 (2021-22 school year) would get the incentive 9/26 for the 2026-27 as they had completed the 2025-26 school year which was their 5th year of service.

### 9 Month Classified Employee Incentive Program

All 9 Month Classified Employees will be reviewed after the completion of their 5th, 10th, 15th ... (5 year multiple) years of service to the District. At this time additional benefits may be allotted depending on the criteria outlined below.

To qualify for the additional benefits, the employee must meet the following:

Maintain a good record of attendance at work. Punctuality and attendance are keys to earning the additional benefits. The review will consist of looking at the leave records of the employee over the previous 2 years or more if requested by the Board. Missing less than 5 days beyond the allotted leave time is highly desired.

Demonstrate a good work ethic. The employee is committed to the job at hand and has not been on a plan of improvement for at least the last two consecutive years of service and / or has not received two areas with unsatisfactory designation during a performance review within the last two years.

If the employee meets the above criteria the Board may elect to grant additional benefits as outlined below:

All 9 month employees receive 1 personal day, 3 bereavement, and 5 sick days annually. Sick days accumulate up to 15 days.

5 years of service - Add paid holidays of Thanksgiving Day and Christmas Day. Trade in 4 sick leave days for 1 personal.

10 years of service - Add paid holidays of New Years Day and Memorial Day. Trade in 5 sick leave days for 1 personal day.

15 years of service - Add paid holiday of Labor Day and add one additional personal day. Trade in 5 sick leave days for 1 personal day.

20 years of service - Add two additional paid personal days. Trade in 5 sick leave days for 1 personal day.

25 years of service - Add two additional paid personal days. Trade in 5 sick leave days for 1 personal day.

\*\*Paid break days can be taken over any school break (no school) days at the employee's discretion. A max of 2 personal days per year.