

January Regular Meeting  
Monday, January 13, 2025 7:00 PM  
SEM School Library  
205 E 5th Avenue  
Sumner, NE 68878

1. Declaration of Intend – Open Meetings Act  
Notice of the meeting was posted to the SEM Mustang school website, SEM Facebook, Elm Creek Beacon, and over the school reach notification system for the board meeting to be held on January 13, 2024 at 7:00 P.M. The agenda was available on the SEM Mustang school website and available in the Superintendent's Office. All proceedings hereafter as shown were taken while the convened meeting was open to the attendance of the public, unless noted as executive session. This meeting was conducted in accordance with the Open Meetings Act, Chapter 84, Article 14 posted in the School Library.
2. Call to Order
  - 2.1. Pledge of Allegiance
  - 2.2. Roll Call of Members
  - 2.3. Recognition of Student Achievement
  - 2.4. Recognition of Public Wishing to Address the Board
3. Oath of Office (Policy 2004) Administered by Dr. Conradt
4. Board Member Conflict of Interest Statement (Policy 2005)
5. Organizational Meeting of the Board of Education (Policy 2002)
  - 5.1. Election of Officers
    - 5.1.1. Election of Board President for 2025
    - 5.1.2. Election of Board Vice President for 2025
    - 5.1.3. Election of the Board Secretary for 2025

5.1.4. Approval of Kris Shoemaker as the Board's Appointed Treasurer for 2025

5.2. Appointments by Board President to Committees

6. Review of Code of Ethics by Newly Elected Board President (Policies 2012 & 2013)
7. Designate the Firm of KSB School Law as the Attorneys Authorized to Provide the School District with Legal Counsel (Policy 2014)
8. Designate Five Points Bank as the Depository Bank for Sumner-Eddyville-Miller School District
9. Designate Elm Creek's Beacon Observer as the District's Newspaper of Record (Policy 2008)
10. Appointment of Dr. Candace Conradt as the District's Non-discrimination Compliance Coordinator (Policy 3057)  
Executive Summary:

Every school district is required to have a Non-discrimination Compliance Coordinator. This duty is considered as part of the Superintendent's Job Description. The board does need to take action to identify the superintendent as the district's responsible coordinator. This process needs to happen during a board meeting, so the minutes show the board was compliant with assigning this position.

11. Consent Agenda  
This is only consenting to the:  
[Approval of the Monthly bills, Claims and Payroll](#)  
[Approval of Treasurer's Report and Budget Report](#)

The amending and approval of minutes will occur under the business items.

- 11.1. Approval of the Monthly bills, Claims and Payroll
  - 11.2. Approval of Treasurer's Report and Budget Report.
12. Administrative Reports
    - 12.1. Principal's Report
    - 12.2. Superintendent's Report
  13. Board of Education Subcommittee Report(s)
    - 13.1. Negotiations

14. Business Items

14.1. Amend the December minutes to state KSB School Law recommended not NASB

14.2. Approve the Amended December 2024 Minutes

14.3. Approve the Resignation of Ms. Lois McKenzie effective at the end of the 2024-2025 School Year

14.4. Approve the Resignation of Mrs. Deb Jones effective at the end of the 2024-2025 School Year

14.5. Approve the Resignation of Mrs. Jean Pierce effective at the end of the 2024-2025 School Year

14.6. NSCAS Scores

14.7. Consider, Discuss and Approve ESU 10 Services for the 2025-2026 School Year

14.8. Summary of the Office of Civil Rights Report

14.9. Presentation of 2023-2024 SEM Financial Audit

14.10. Agree to Offer Mrs. Dilia Castellanos a teaching contract for two school years (2025-2026 & 2026-2027).

14.11. Discuss, Consider, and Take Potential Action on the 2025-2026 Negotiated Agreement

14.12. Superintendent Search Discussion

15. Adjourn

**2004  
Oath of Office**

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I, ....., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

Adopted on: 10/12/20

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

Reviewed on: 4/08/24

## **2005 Conflict of Interest**

Any member of the board of education who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For purposes of this policy:

a. Business with which a board member is associated shall include the following:

(1) A business in which the board member or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.

(2) A business in which the board member or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the board member or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the board member reports the name and address of the company and stockbroker.

b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.

c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

2. Contracts with the School District.

a. No board member or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in

any one year, with this school district unless the contract is awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular office hours the proposals considered and the contract awarded. Board members who enter into employment contracts with the school district must also comply with the board's policy on the employment of board members.

- b. The existence of any conflict of interest in any contract in which the board member has an interest and in which the school district is a party, or the failure to make public the board member's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for the board member to make public notice shall apply when the board member, or his or her parent, spouse, or child has a business association with the business involved in the contract or will receive a payment, fee, or commission as a result of the contract.
- d. The prohibition in this section does not apply if the contract is an agenda item approved at a board meeting and the board member:
  - (1) Makes a declaration on the record to the school board regarding the nature and extent of his or her interest prior to official consideration of the contract;
  - (2) Does not vote on the matters of granting the contract, making payments pursuant to the contract, or accepting performance of work under the contract, or similar matters relating to the contract, except that if the number of members of the school board declaring an interest in the contract would prevent the board with all members present from securing a quorum on the issue, then all members may vote on the matters; and
  - (3) Does not act for the school board as to inspection or performance under the contract in which he or she has an interest.

### 3. Contracts with Board Member's Immediate Family.

- a. If a person in a board member's immediate family is an employee of this school district, the board member may vote on all issues of a contract which are generally applicable to:
  - (1) All district employees.
  - (2) All employees within a specific classification but which does not single out the member of his or her immediate family.

### 4. Employing Members of the Immediate Family.

- a. A board member may recommend for employment or supervise the employment of an immediate family member if:
  - (1) The board member does not abuse his or her position.
  - (2) Abuse of official position shall include, but not be limited to, employing an immediate family member:
    - (i) who is not qualified for and able to perform the duties of the position;
    - (ii) for any unreasonably high salary;
    - (iii) who is not required to perform the duties of the position.
  - (3) The board makes a reasonable solicitation and consideration of applications for employment.
  - (4) The board member makes a full disclosure on the record to the governing body of the school district and to the secretary of the board. If the secretary of the board of education would be the individual filing the disclosure statement, the statement shall be filed with the president of the board of education.
  - (5) The board approves the employment or supervisory position.

b. The board has not terminated the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.

5. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment

a. No board member shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:

(1) a public official, public employee, or candidate.

(2) a member of the immediate family of an individual listed in Subparagraph 'a' above.

(3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.

b. No board member shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the board member would thereby be influenced.

c. A board member shall not use or authorize the use of his or her public office or any confidential information received through the holding of a public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which he or she is associated.

d. A board member shall not use personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

6. Conflict of Interest Relating to Campaigning or Political Issues

a. Except as provided below, the board shall not authorize the use of personnel, property, resources, or funds under its jurisdiction for the purpose of campaigning for or against the nomination or

election of a candidate or the qualification, passage, or defeat of a ballot question.

- b. This does not prohibit the board from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit the board from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit the board, while legally seated as a body, from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
  - (1) The board may designate one or more members of its body, or one or more of its school administrators, to speak on behalf of the board on specific occasions such as public meetings or legislative hearings.
  - (2) Any member of the board may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the board. However, this shall not be done during a time that the individual is engaged in his or her official duties.

## 7. Conflict of Interest Statement

- a. Any board member who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

- (1) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
  - (2) Deliver a copy of the statement to the school board secretary who shall enter the statement onto the school district's public records; and
  - (3) Abstain from participating or voting on the matter in which he or she has a conflict of interest.
- b. If the board member would like a formal opinion from the NADC as to whether there is an actual conflict of interest, he/she shall deliver a copy of the statement to the NADC.

#### 8. Recordkeeping

- a. The board secretary shall maintain a separate record of the following information for every contract entered into by the school board in which a board member has an interest and for which disclosure was made pursuant to section 2d of this policy:
  - (1) The names of the contracting parties.
  - (2) The nature of the interest of the board member in question.
  - (3) The date that the contract was approved.
  - (4) The amount of the contract.
  - (5) The basic terms of the contract.
- b. The information supplied relative to the contract shall be provided no later than ten (10) days after the contract has been signed by both parties. The ledger kept by the board secretary shall be available for public inspection during normal working hours of the office in which it is kept.

9. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: 10/12/20

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

Reviewed on: 4/08/24

**2002**  
**Organization of the Board, Board Officers, Check Signing, and**  
**Committees**

1. Membership, Term and Election

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

2. Internal Organization and Officers

a. President

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

b. Vice President

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

c. Secretary

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.

- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. At the regular January meeting, the board shall elect, employ, or appoint a treasurer who need not be a member of the board if permitted by law. The treasurer shall serve in that capacity for one year, unless the board designates a longer term for the treasurer.
- ii. The treasurer may be designated to sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized.

3. Signing and Authorizing Checks, Warrants, and other Instruments.

- a. Unless otherwise delegated by the board, the president and secretary of the board shall sign checks, warrants, and other instruments of the district.
- b. The board may delegate another person to sign and validate any checks, warrants, and other instruments. Facsimile signatures of board members may be used.
- c. The board delegates that the vice president or treasurer may sign any warrant in the absence of either the president or the secretary.

#### 4. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:

If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.

#### 5. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:
  - i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
  - ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
  - iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;

- iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
- v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
- vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
- vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
  - 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
  - 2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
  - 3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event;

- viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

## 6. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
  - i. A member submits his or her formal resignation from the board.
  - ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.
  - iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
  - iv. Such other reasons as are set forth in Nebraska statutes.
- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.
- c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: 10/12/20

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

Reviewed on: April 8, 2024

## **2012 Board Code of Ethics**

The board recognizes that collectively and individually, all members of the board must adhere to an accepted code of ethics in order to improve public education. Board members must conduct themselves professionally and in a manner fitting of their position.

Each board member shall:

1. Attend all regularly scheduled board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
2. Endeavor to make policy decisions only after full discussion at publicly held board meetings;
3. Render all decisions based on the available facts and his or her independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
4. Encourage the free expression of opinion by all board members, and seek systematic communication between the board and students, staff and all elements of the community;
5. Work with other board members to establish effective board policies and to delegate authority to the superintendent to administer the school district;
6. Communicate expressions of public reaction to the board policies and school program to other board members and the superintendent;
7. Learn about current educational issues by individual study and through participation in seminars and programs, such as those sponsored by the state and national school board associations;
8. Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
9. Avoid being placed in a position of conflict of interest, and refrain from using the board member's position on the board for personal or political gain;

10. Refrain from discussing the confidential business of the board in any setting except a board meeting;
11. Refrain from micro-managing the affairs of the school district;
12. Recognize the superintendent as the executive officer of the board;
13. Work constructively and collegially with the other members of the board, students, staff and patrons.
14. Refer complaints to the superintendent or building principal, as appropriate;
15. Always be mindful of his/her fiduciary obligation to the school district, including duties of loyalty and care, by placing the interests of the district above the board member's personal interests.
16. Remember that a board member's first and greatest concern must be the educational welfare of the students attending this district's schools.

Adopted on: 10/12/20

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

Reviewed on: 4/08/24

**2013**  
**Violation of Board Ethics**

The board of education is responsible for enforcing the code of ethics of its members. If any member of the board commits a serious or repeated violation of the code, the board may take any of the following steps:

1. The board president may confer with the board member who has violated the code of ethics in order to:
  - a. Identify the provision of the code that the member has violated;
  - b. Propose how the member can remedy the violation;
  - c. If the board member who violated the code is the board president, the vice president is empowered to confer with the president about the violation.
2. The board may discuss the violation as an agenda item at a meeting to confront the offending board member. However, the board will not enter closed session to hold the discussion of the ethics violation unless the Open Meetings Act authorizes a closed session.
3. The board may vote to publicly censure any board member who commits a serious or repeated violation of the code. The board will pass a censure motion to inform the community that an individual member of the board is not fulfilling the responsibilities for which he or she was elected.

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

Revised on: 4/08/24

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

**2014**  
**Relationship with District Legal Counsel**

The board will engage legal counsel to assist it and the administration in dealing with legal issues. When the district faces circumstances in which legal counsel may be needed between board meetings, the board president or superintendent may engage legal counsel on the board's behalf.

The superintendent and the board president shall have the authority to contact the school's legal counsel on behalf of the district. The superintendent may give other members of the administration permission to contact the district's legal counsel on an as-needed basis. Individual board members other than the president may not contact the district's legal counsel on behalf of the board without the approval of the board president or a majority of the board.

Any board member who contacts the district's legal counsel without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the district's legal counsel is involved.

Adopted on: October 12, 2020 Regular BOE Meeting

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

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

## **2008 Meetings**

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

### 1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

### 2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

**Publication Procedure if the Newspaper Will Be Finalized for Printing Prior to the Time and Date of the Meeting.** Notice of regular and special meetings shall be (1) published in a newspaper of general circulation within the district that is finalized for printing prior to the time and date of the meeting, (2) posting on the newspaper's website, if available, and (3) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers.

**Publication Procedure if the Newspaper Will Not Be Finalized for Printing Prior to the Time and Date of the Meeting.** Notice of regular and special meetings shall be (1) posting on the newspaper's website, if available, and (2) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the school district's jurisdiction is to be finalized for printing prior to the time and date of the meeting.

Newspapers of general circulation in the district include the Elm Creek Beacon Observer. Such notice shall contain a statement that the agenda shall be

readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, (2) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (3) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

### 3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

### 4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session,

and the record shall state how each member voted, or if the member was absent or not voting.

- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

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

Revised on: December 11, 2024

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

## **3057 Title IX**

**Nondiscrimination.** The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, Mrs. Katie Hothem, [khothem@semmustangs.org](mailto:khothem@semmustangs.org), (308) 752-2925. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: <https://www.semmustangs.org>. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

**Publication Notice.** The school district will include the following notice on its website and in each handbook, catalog, announcement, bulletin, application form, and other places as required by law:

The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at: <https://www.semmustangs.org>.

**Retaliation Prohibited.** Retaliation, including peer retaliation, is prohibited in the school district's education program or activity. If the school district has information about conduct that reasonably may constitute retaliation under Title IX, it may be required to treat it as an allegation of sex discrimination. Upon receiving a complaint alleging retaliation, the school district will initiate its grievance procedures or informal resolution process.

**Definitions.** As used in this policy, the following terms are defined as follows:

**Complainant** means an employee, a student, or a parent, guardian, or other individual with the legal right to act on behalf of a complainant who is alleged to have been subjected to conduct that could constitute sex discrimination, including sex-based harassment; or any other person who may have been subjected to sex discrimination when that person was participating or attempting to participate in the school district's education program or activity.

**Complaint** means an oral or written request to the school district that objectively can be understood as a request for the school district to investigate and make a determination about alleged sex discrimination under Title IX.

**Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. School district officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

**Respondent** means a person who is alleged to have violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that the school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

**Sex-based harassment** prohibited by this part is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex that is:

**Quid pro quo harassment.** An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

**Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the school district's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the school district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and

- Other sex-based harassment in the school district's education program or activity.

**Sexual assault** meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

**Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

- **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

**Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

- **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

**Dating violence** meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

**Domestic violence** meaning felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the school district, or a person similarly situated to a spouse of the victim;
- Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

**Stalking** meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

## **Response to Sex-based Harassment.**

**All Employees.** All school district employees must notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including sex-based harassment under Title IX.

**Title IX Coordinator.** The school district will designate and authorize at least one employee as the school district's "Title IX Coordinator," to coordinate the school district's efforts to comply with its responsibilities under Title IX and this policy. The superintendent or Title IX Coordinator is authorized to delegate specific duties to one or more designees.

For conduct that could constitute sex-based harassment, the Title IX Coordinator must take the following actions:

- Offer and coordinate supportive measures for the complainant and for the respondent;
- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.

- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

**Supportive Measures.** The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence; changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

**Requests to Modify Supportive Measures.** A complainant or respondent may request modification or reversal of the school district's decision to provide, deny, change, or terminate supportive measures applicable to them. Requests must be made to the Title IX Coordinator in writing, and an impartial individual will review the request.

**Students with Disabilities.** If the complainant or respondent is a student with a disability, the Title IX Coordinator will consult with one or more members of the student's IEP or Section 504 team to determine compliance with those laws while implementing supportive measures and all other requirements of this policy and Title IX.

**Emergency Removal.** The school district is authorized to remove a respondent from the school district's education program or activity on an emergency basis, provided that the school district undertakes an individualized safety and risk analysis; determines that an imminent and serious threat to the health or safety of a complainant or other persons arising from the allegations of sex discrimination justifies removal; and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

**Administrative Leave.** The school district is authorized to place an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures.

**Informal Resolution.** The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to

law. Prior to initiating informal resolution, the parties will be provided with notice of the allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and the right to resume the grievance process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

The informal resolution facilitator will not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Potential terms that may be included in an informal resolution agreement include but are not limited to restrictions on contact, restrictions on participation in programs or activities, and disciplinary sanctions.

If informal resolution is offered, the school district will maintain all evidence gathered, communications about the informal resolution process, and the agreement reached. This information will be disclosed to outside individuals only as permitted by law and if required to implement the requirements of the agreement or Title IX. If no agreement is reached, only relevant and permissible evidence received during the informal resolution process will be considered during the grievance process.

**Grievance Procedures to Resolve Complaints of Sex Discrimination.** Any person designated as Title IX Coordinator, investigator, or decision maker will not have a conflict of interest or bias for or against any party, generally or specifically. The decisionmaker may be the same person as the Title IX Coordinator or investigator.

**Complaint.** Complaints of sex-based harassment may only be made by a complainant; a parent, guardian, or other individual with the legal right to act on behalf of a complainant; or the Title IX Coordinator. Complaints of sex discrimination (excluding complaints of sex-based harassment) may be made by any person who was participating or attempting to participate in the school district's education program or activity at the time of the alleged sex discrimination.

**Complaint by Coordinator.** In the absence of a complaint made by any other individual, the Title IX Coordinator will determine whether to initiate a complaint of sex discrimination. The Title IX Coordinator must consider, at a minimum, the following factors:

- The complainant's request not to proceed with the initiation of a complaint;
- The complainant's reasonable safety concerns regarding the initiation of a complaint;

- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If the Title IX Coordinator initiates a complaint, they will notify the complainant prior to doing so and address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures.

**Consolidation of Complaints.** The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references in this section to a party, complainant, or respondent include the plural, as applicable.

**Basic Procedures.** This grievance procedure is governed by the following basic requirements:

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does not restrict the parties from obtaining and presenting evidence,

speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;

- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

<b>Major Stage</b>	<b>Target Duration</b> (calendar days)
Completion of the school district’s decision whether to dismiss or investigate a complaint of sex discrimination	1-15
Investigation	1-30
Determination	1-30
Appeal	1-20

**Notice of Allegations.** Upon initiation of the grievance procedure, the school district will provide notice of the allegations to the parties whose identities are known. The notice will include a copy of this policy; the parties involved in the incident(s); the conduct alleged to constitute sex discrimination; and the date(s) and location(s) of the alleged incident(s), if available. Retaliation is prohibited.

If the school district decides to investigate additional allegations of sex discrimination that are not included in the initial notice, the school district will provide notice of the additional allegations to the parties.

**Complaint Investigation.** The burden is on the school district to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The individual investigating and deciding the complaint will:

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party’s or witness’s credibility, but credibility will not be based upon any individual’s status as a complainant, respondent, or witness; and

- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

**Relevant and Permissible Evidence.** The school district will consider relevant and permissible evidence. Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

- Evidence that is protected under a privilege as recognized by Federal or State law;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional in connection with the provision of treatment to the party or witness unless the school district obtains that party's or witness's voluntary, written consent for use in this grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless that evidence is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

**Determining Whether Sex Discrimination Occurred.** The school district will:

- Use the preponderance of the evidence standard of proof, that it is more likely than not, to determine whether sex discrimination occurred;
- Use only relevant and permissible evidence to reach a determination;

- Notify the parties in writing of the determination whether sex discrimination occurred, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
- If there is a determination that sex discrimination occurred, coordinate and provide remedies to restore equal access, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur;
- Not discipline a party, witness, or others participating in a school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

**Dismissal of a Complaint.** A complaint of sex discrimination made through the grievance procedure may be dismissed for any of the following reasons:

- The school district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the school district's education program or activity and is not employed by the school district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that without the complainant's withdrawn allegations, the remaining alleged conduct would not constitute sex discrimination even if proven;
- The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint under this paragraph, the school district must make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The school district will notify the complainant that a dismissal may be appealed and provide the complainant with an opportunity to appeal the

dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent that the dismissal may be appealed on the bases set out in this policy. Upon the dismissal of a complaint, at a minimum, the school district will:

- Offer supportive measures to the complainant, and offer supportive measures to the respondent if the respondent has been notified of the complaint;
- Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

**Appeal.** The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

**Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the superintendent within three (3) calendar days of the party's receipt of (1) the written determination of whether sex discrimination occurred from which the appeal is taken, or (2) the written dismissal of the complaint from which the appeal is taken.

**Notice of Appeal Filed By Party.** The Notice of Appeal must include (a) the name of the party or parties appealing, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from the following subsection) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy and Title IX.

**Appeals of Dismissals.** If a dismissal is appealed, the school district will provide notice of the allegations to the complainant and respondent if not provided previously.

**Appeal Decision.** The decisionmaker for the appeal will be an individual who did not take part in the investigation, determination, and/or decision to dismiss the complaint. The appeal decisionmaker will notify the parties of the result of the appeal and the rationale for the result.

**Disciplinary Sanctions and Remedies.** If it is determined that sex-based harassment occurred, the school district may impose disciplinary sanctions that may include suspension, expulsion, mandatory reassignment, adverse employment action up to and including termination, or any other actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

**Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the school district’s investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

**Recordkeeping.** The school district will maintain the following documents for a period of at least seven years:

- For each complaint of sex discrimination, records documenting the informal resolution process or grievance procedures and the outcome.
- Records documenting the actions the school district took to meet its obligations under Title IX for any allegation of sex discrimination.
- All materials used to provide training as required by this policy. The school district will make these training materials available upon request for inspection by members of the public.

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

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

Revised on: July 8, 2024

**NOTICE OF MEETING**  
**BOARD OF EDUCATION OF THE**  
**SCHOOL DISTRICT # 24-0101**  
**SUMNER-EDDYVILLE-MILLER**  
**IN THE COUNTY OF DAWSON,**  
**IN THE STATE OF NEBRASKA**  
**Monday January 13<sup>th</sup> 2025 @7:00 p.m. Regular School**  
**Board Meeting .**

Notice is hereby given that the Special Meeting of the Board of Education of the School District of Sumner Eddyville Miller in the County of Dawson, in the State of Nebraska will be held on January 13th @ 7:00p.m. in the library. The meeting is open to the public. An agenda for such meeting is kept continuously current and is available for public inspection at the office of the Superintendent.

Jana Hoos ,  
SEM School Board Secretary

**TREASURER'S REPORT**  
**JANUARY 13TH , 2025**  
**All balances as of 12/31/2024**  
**Five Points Bank**

<b><u>Hot Lunch Fund:</u></b>	\$	831.22 -----
<b><u>General Fund Account Checking:</u></b>	\$	364,063.39
<b><u>General Fund Clearing Account:</u></b>	\$	3,000.00
<b><u>General Fund ICS Account</u></b>		
<b><u>9582</u></b>	\$	1,136,899.01
*****		
<b><u>SEM Building Savings Fund: #600407</u></b>	\$	427,432.36
<b><u>SEM Building Fund C.D. #95218202 Int 4.96%</u></b>	\$	97,054.27
for 8 months Maturity date of February 14, 2025		
<b><u>SEM Building Checking Fund #10162</u></b>	\$	200.00
*****		
<b><u>SEM Depreciation ICU #9558</u></b>	\$	425,924.94
<b><u>SEM Depreciation Fund C.D. #95130312</u></b>	\$	96,525.27
Int. @2.13% for 30 months maturity 8/22/2025		
<b><u>SEM Depreciation Fund Checking #10154</u></b>	\$	200.00
*****		
<b><u>SEM Employee Benefit Fund Savings #600369</u></b>	\$	534.86
<b><u>SEM Employee Benefit Fund C.D. #95220158</u></b>	\$	45,290.72
Int. @ 1.49% Maturity Jan 28, 2025 7 mon term		
*****		
<b><u>SEM Student Fee Fund: #10378952</u></b>	\$	0
<b><u>SEM Bond Fund #10505857</u></b>	\$	61,869.98

# Revenue Journal

Fiscal Year: 2025

Entry Line	Date Account	Received From	Receipt Description	Accrue	Description	Bank ID/Account	Receivable	Received
<b>Journal: 58                      01/09/2025      Revenue Journal</b>								
<b>Entry</b>	<b>12/15/2024</b>	<b>Buffalo County</b>	<b>3579.82</b>		<b>treasurer</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-01125-000-000		Motor Vehicle Taxes				0.00	3,065.87
2	01-1-01100-000-000		Local District Taxes				0.00	53.16
3	01-1-01140-000-000		penalties and interest on taxes				0.00	2.67
4	01-1-02110-000-000		County Fines And License				0.00	458.12
<b>Totals for Entry 15933</b>							<b>0.00</b>	<b>3,579.82</b>
<b>Entry</b>	<b>12/15/2024</b>	<b>Custer Co</b>	<b>4424.52</b>		<b>treasurer</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-01125-000-000		Motor Vehicle Taxes				0.00	788.56
2	01-1-01100-000-000		Local District Taxes				0.00	3,385.35
3	01-1-01140-000-000		penalties and interest on taxes				0.00	164.69
4	01-1-02110-000-000		County Fines And License				0.00	85.92
<b>Totals for Entry 15934</b>							<b>0.00</b>	<b>4,424.52</b>
<b>Entry</b>	<b>12/15/2024</b>	<b>Dawson /co</b>	<b>7163.25</b>		<b>treasurer</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-01125-000-000		Motor Vehicle Taxes				0.00	5,581.68
2	01-1-01100-000-000		Local District Taxes				0.00	562.92
3	01-1-01140-000-000		penalties and interest on taxes				0.00	24.52
4	01-1-02110-000-000		County Fines And License				0.00	994.13
<b>Totals for Entry 15935</b>							<b>0.00</b>	<b>7,163.25</b>
<b>Entry</b>	<b>12/15/2024</b>	<b>state of ne</b>	<b>57706</b>		<b>nov state aid</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-03110-000-000		State Aid				0.00	57,706.00
<b>Entry</b>	<b>12/15/2024</b>	<b>state of ne</b>	<b>101696.00</b>		<b>sped sa and IDEA</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-03120-000		Sped school Age				0.00	49,393.00
2	01-1-04516-000-000		IDEA PArt B Payments				0.00	636.00
3	01-1-04518-000-000		IDEA PArt B Base Allocation				0.00	51,667.00
<b>Totals for Entry 15937</b>							<b>0.00</b>	<b>101,696.00</b>
<b>Entry</b>	<b>12/15/2024</b>	<b>lunch</b>	<b>4612.09</b>		<b>Dec lun payroll</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-09000-002-000		Non Prog. Receipt Hot Lunch Payroll				0.00	4,612.09
<b>Entry</b>	<b>12/15/2024</b>	<b>Aflac</b>	<b>141.02</b>		<b>reimbursement</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-05690-000		other non program receipts				0.00	141.02
<b>Entry</b>	<b>12/15/2024</b>	<b>laurie smith</b>	<b>600</b>		<b>rent</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-01910-000-000		Rent On School Facilities				0.00	600.00
<b>Entry</b>	<b>12/15/2024</b>	<b>lunch w/h</b>	<b>1318.59</b>		<b>lunch w/h</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-09000-001-000		Non Programed Receipt Eftps				0.00	1,201.92
2	01-1-09000-001-000		Non Programed Receipt Eftps				0.00	116.67
<b>Totals for Entry 15941</b>							<b>0.00</b>	<b>1,318.59</b>
<b>Entry</b>	<b>12/15/2024</b>	<b>ne retirement</b>	<b>42704.25</b>		<b>ne retirement</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-09000-900-000		Retirement to write one check				0.00	42,704.25
<b>Entry</b>	<b>12/15/2024</b>	<b>state of ne</b>	<b>57706</b>		<b>dec state aid</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-03110-000-000		State Aid				0.00	57,706.00
<b>Totals for Journal 58</b>							<b>0.00</b>	<b>281,651.54</b>

# Revenue Journal

Fiscal Year: 2025

Entry Line	Date Account	Received From	Receipt Description	Accrue	Description	Bank ID/Account Receivable	Received
<b>Bank Account Totals</b>							
		A	GENERAL CKING		Security State Bank		281,651.54
<b>Fund Summary</b>							
01		GENERAL FUND				0.00	281,651.54

# Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
<b>01 - GENERAL FUND</b>				
	00042542	01/09/2025	Aflac Administrative Services	2,914.59
	00042543	01/09/2025	Ameritas Life Insurance Corp	760.68
	00042544	01/09/2025	Amherst Public School	250.00
	00042545	01/09/2025	ASK SUPPLY COMPANY	453.47
	00042546	01/09/2025	Awards Unlimited Inc	252.59
	00042547	01/09/2025	Beacon Observer	172.20
	00042548	01/09/2025	Blue Cross Blue Shield	64,461.06
	00042549	01/09/2025	B S N Sports LLC	3,937.60
	00042550	01/09/2025	Buffalo Co Election Offic	100.00
	00042551	01/09/2025	Carson Bosak	232.00
	00042552	01/09/2025	coast to coast computer products	917.80
	00042553	01/09/2025	Country Partners Cooperative	4,646.39
	00042554	01/09/2025	CREDIT MANAGEMENT SERVICE INC.	238.30
	00042555	01/09/2025	Culligan	88.38
	00042556	01/09/2025	Dana F. Cole & Company, LLP	3,040.00
	00042557	01/09/2025	Dandee Concrerte Construction	12,882.00
	00042558	01/09/2025	Dawson Co Clerk	281.64
	00042559	01/09/2025	Dawson Public Power	5,659.80
	00042560	01/09/2025	Dearborn National	143.98
	00042561	01/09/2025	Eakes office solutions	242.54
	00042562	01/09/2025	Eggleston Oil Company	388.33
	00042563	01/09/2025	Educational Service Unit 10	27,489.99
	00042564	01/09/2025	FIVE POINTS BANK	7,015.74
	00042565	01/09/2025	Frontier	1,752.76
	00042566	01/09/2025	General Fund Clearing Fun	1,361.66
	00042567	01/09/2025	Home Town Bank	40,580.53
	00042568	01/09/2025	Hometown Leasing	2,126.36
	00042569	01/09/2025	J.W. Pepper & Son, Inc.	725.44
	00042570	01/09/2025	Kappel Electric	196.03
	00042571	01/09/2025	Kearney Hub	292.99
	00042572	01/09/2025	KSB School Law	2,015.80
	00042573	01/09/2025	Laura Robbins	282.74
	00042574	01/09/2025	Liminex Inc	1,910.25
	00042575	01/09/2025	The Lockmobile	37.35
	00042576	01/09/2025	Madison National Life Ins. Co., Inc.	671.01
	00042577	01/09/2025	Menards -- Kearney	302.86
	00042578	01/09/2025	MG Trust Company	350.00
	00042579	01/09/2025	Nebraska Child Support Payment Center	592.00
	00042580	01/09/2025	NEBRASKA ASSOCIATION OF SCHOOL BOARDS	450.00
	00042581	01/09/2025	Paper Tiger Shredding	50.00
	00042582	01/09/2025	Plum Creek Medical Group	190.00

# Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
	00042583	01/09/2025	PestoX	111.42
	00042584	01/09/2025	ramsey solutions	100.40
	00042585	01/09/2025	rasmussen mechanical services	920.50
	00042586	01/09/2025	Security State Bank	48,219.71
	00042587	01/09/2025	Sem Hot Lunch Fund	355.00
	00042588	01/09/2025	Sem Public School 24-0101	600.00
	00042589	01/09/2025	SparQData Solutions	4,000.00
	00042590	01/09/2025	Stevens Welding Shop	261.40
	00042591	01/09/2025	TK Elevator Corp	310.03
	00042592	01/09/2025	Twin Valley Automotive	1,649.77
	00042593	01/09/2025	US Bank	3,782.39
	00042594	01/09/2025	Verizon Business	95.38
	00042595	01/09/2025	Village Uniform	206.06
	00042596	01/09/2025	Village Of Sumner	738.00
	00042597	01/09/2025	William Beattie	232.00
	00042598	01/09/2025	Yanda's Music And Pro Audio	174.00
<b>01 - GENERAL FUND Totals:</b>				<b>252,212.92</b>
<b>06 - LUNCH FUND</b>				
	00008536	01/09/2025	Ameritas Life Insurance Corp	34.60
	00008537	01/09/2025	Blue Cross Blue Shield	3,084.10
	00008538	01/09/2025	Cash-wa Distributing	12,674.08
	00008539	01/09/2025	Dearborn National	8.36
	00008540	01/09/2025	FIVE POINTS BANK	89.50
	00008541	01/09/2025	Home Town Bank	1,081.63
	00008542	01/09/2025	Madison National Life Ins. Co., Inc.	21.40
	00008543	01/09/2025	Security State Bank	1,014.93
	00008544	01/09/2025	Sem Hot Lunch Fund	140.00
<b>06 - LUNCH FUND Totals:</b>				<b>18,148.60</b>
<b>Report Total:</b>				<b>270,361.52</b>

# Check and Deposit Slip Register

ALL Data

Cycle Number: 370  
 Period End: 12/31/2024  
 Check Date: 01/09/2025

Arranged by:  
 Check Number

Bank ID	Bank Account		Bank Name	Earning	Deduction	Net	Fringe
Email	Chk Num	Emp PR ID	Employee Name				
<b>Deposits</b>							
Fund: 01                      GENERAL FUND							
A                      GENERAL CKING                      Security State Bank							
	00123456	BEAVERSJA	James D Beavers	5,165.23	-1,789.09	3,376.14	1,723.89
	00123457	BENTANN	Ann C Bentley	500.00	-38.25	461.75	38.25
	00123458	BERG	Marlin Berg	2,299.20	-175.89	2,123.31	175.89
	00123459	BERGMARCI	Marcia Berg	2,822.00	-891.99	1,930.01	2,166.53
	00123460	BOSAKJUSTI	Justin S. Bosak	6,675.37	-2,205.83	4,469.54	3,384.59
	00123461	BOSAKMAND	Mandy L Bosak	3,043.86	-788.60	2,255.26	545.36
	00123462	BOWIE	Tierra D Bowie	5,931.62	-1,974.87	3,956.75	3,274.62
	00123463	BROWNE	Luke Browne	4,632.04	-1,526.45	3,105.59	2,477.29
	00123464	BROWNEMM	Emme Brown	3,871.92	-1,075.20	2,796.72	1,499.12
	00123465	BURDENCERY	Crystal L Burden	4,502.87	-1,120.59	3,382.28	2,482.24
	00123466	BURMANCYN	Cynthia Burman	1,970.10	-528.60	1,441.50	1,173.44
	00123467	CARR	Hannah CARR	2,003.48	-562.89	1,440.59	1,175.24
	00123468	CASTELLAN	Dilia Castellanos	2,989.62	-900.69	2,088.93	1,341.57
	00123469	CLAFLIN	Traven Claflin	1,277.34	-97.72	1,179.62	97.72
	00123470	CLAFLINTIF	Tiffany Claflin	4,143.35	-1,406.44	2,736.91	2,956.89
	00123471	CONRADT	Candace Conradt	12,425.13	-4,272.02	8,153.11	2,131.61
	00123472	DANIEGGLES	Dani Eggleston	1,583.20	-346.67	1,236.53	283.67
	00123473	EGGLES	Marissa Eggleston	3,736.20	-1,180.25	2,555.95	2,319.44
	00123474	EGGLESTON	Micah Eggleston	1,021.87	-78.86	943.01	78.18
	00123475	EGGLESTON	Madiera G Eggleston	4,961.39	-1,597.12	3,364.27	3,113.94
	00123476	EYNETICH	Brianna Eynetich- Hanson	3,638.72	-1,141.54	2,497.18	2,303.02
	00123477	FEESLIND	Linda K Fees	80.00	-6.12	73.88	6.12
	00123478	FRANSCOT	Scott L Franzen	8,195.73	-2,645.36	5,550.37	3,661.86
	00123479	FREEMANMI	Misty L. Freeman	2,536.49	-674.56	1,861.93	2,689.40
	00123480	GURNEY	Brenna Gurney	2,606.95	-746.79	1,860.16	1,277.95
	00123481	HARDERANN	Anna Linn Marie Harder	140.00	-10.71	129.29	10.71
	00123482	HERNANDEZ	Faith Hernandez	140.00	-10.71	129.29	10.71
	00123483	HOOSJANA	Jana Hoos	2,571.99	-299.12	2,272.87	206.76
	00123484	HOTHEM	Katie Hothem	5,364.80	-1,926.81	3,437.99	3,152.81
	00123485	HUNTMEGAN	Megan Hunt	3,755.59	-1,630.82	2,124.77	1,481.52
	00123486	JOHNCONJ	Connie J Johnson	1,860.08	-230.23	1,629.85	149.53
	00123487	JONESDEBO	Deborah A Jones	6,444.34	-2,257.64	4,186.70	2,795.90
	00123488	KAPPELERIK	Erika M. Kappel	6,454.43	-1,775.90	4,678.53	3,366.26
	00123489	KARLBERG	Carol M. Karlberg	403.14	-30.84	372.30	30.84
	00123490	KENTONTAM	Tammy R Kenton	7,194.68	-2,369.89	4,824.79	2,917.85
	00123491	KLINT	Emily Klintworth	4,353.28	-1,395.36	2,957.92	2,426.95
	00123492	LINEDARBY	Darby Line	2,299.20	-175.89	2,123.31	175.89
	00123493	MARTIN	Colleen R Martin	3,736.20	-1,183.13	2,553.07	2,864.82
	00123494	MCARTHURJ	John D McArthur	6,332.03	-1,938.09	4,393.94	3,344.80
	00123495	MCKELOIS	Lois E Mc Kenzie	5,636.24	-2,011.34	3,624.90	1,802.96
	00123496	MEYERDIET	Dietrich J Meyer	1,630.03	-222.07	1,407.96	131.04
	00123497	OURADA	Angela R Ourada	6,051.37	-1,886.95	4,164.42	3,291.32
	00123498	PATTERSON	Dave Patterson	216.01	-16.52	199.49	16.52
	00123499	PERDOMO	Rosalinda Perdomo	1,898.44	-439.21	1,459.23	349.02
	00123500	PFLASTER	Kinsey Pflaster	720.00	-57.98	662.02	55.08
	00123501	PIERCEJEAN	Jean L. Pierce	6,185.41	-1,686.73	4,498.68	2,681.90
	00123502	QUAD	Nicole Quadhamer	1,874.47	-862.99	1,011.48	1,133.96

# Check and Deposit Slip Register

ALL Data

Cycle Number: 370  
 Period End: 12/31/2024  
 Check Date: 01/09/2025

Arranged by:  
 Check Number

Bank ID Email	Bank Account Chk Num	Bank Name Emp PR ID Employee Name	Earning	Deduction	Net	Fringe
	00123503	ROBBINS Kyla Robbins	1,614.08	-355.73	1,258.35	289.18
	00123504	ROHDEBREN Brenda K Rohde	2,219.23	-576.72	1,642.51	1,213.89
	00123505	ROHDEJOHN John A Rohde	5,412.71	-2,107.59	3,305.12	2,423.44
	00123506	ROSENJAKE Jake Rosentreader	1,901.89	-278.81	1,623.08	152.90
	00123507	SCHROEDER Lana Schroeder	4,821.94	-1,407.28	3,414.66	3,075.82
	00123508	SHOEMAKER Kristi Shoemaker	5,844.71	-1,669.44	4,175.27	2,521.92
	00123509	SIMMONSAR Aaron Simmons	3,735.71	-1,262.44	2,473.27	2,337.76
	00123510	SINDTHOLLY Holly Sindt	5,229.09	-1,541.71	3,687.38	920.72
	00123511	SMITHLAURI Laurie L Smith	6,154.08	-2,413.42	3,740.66	3,309.78
	00123512	TRAMPETIFF Tiffany Trampe	5,415.85	-1,625.71	3,790.14	3,184.21
	00123513	UNICKMCKE Mckenna Unick	3,977.14	-1,111.22	2,865.92	1,517.56
	00123514	WILLIAMS Scott A. Williams	5,956.96	-2,323.91	3,633.05	3,274.77
	00123515	WISEMANHA Haley S. Wiseman-Kociemba	200.00	-198.32	1.68	842.05
<b>Fund Totals:</b>			220,358.80	-67,063.62	153,295.18	99,838.98
<b>Fund: 06 LUNCH FUND</b>						
<b>B HOT LUNCH CKING Security State Bank</b>						
	00012345	CLAFLIN A Aubree Claflin	1,774.72	-402.88	1,371.84	1,138.42
	00012346	CLEMENTAU Audrey Christine Clement	1,073.03	-266.89	806.14	192.25
	00012347	SCOVILLE Sarah Scoville	2,654.61	-763.52	1,891.09	2,710.56
<b>Fund Totals:</b>			5,502.36	-1,433.29	4,069.07	4,041.23
<b>Totals:</b>			225,861.16	-68,496.91	157,364.25	103,880.21
<b>Report Totals:</b>			225,861.16	-68,496.91	157,364.25	103,880.21

**Bank Account Totals**

Fund:	A	GENERAL CKING	Security State Bank	153,295.18
	B	HOT LUNCH CKING	Security State Bank	4,069.07



EDUCATIONAL SERVICE UNIT 10  
 PO BOX 850  
 KEARNEY NE 68848-0850  
 Phone: 308-237-5927

**IMPORTANT!**  
 PLEASE RETURN REMITTANCE  
 COPY WITH YOUR PAYMENT  
 AND INDICATE WHICH CHARGES  
 ARE BEING PAID

SEM PUBLIC SCHOOLS  
 PO BOX 126  
 SUMNER NE 68878

ACCT NO 192200  
 DATE 01/01/2025

DESC CODE	DESCRIPTION	PREVIOUS BALANCE	CURRENT CHARGES	PAYMENTS	PRESENT BALANCE
NIS	NETWORK INFORMATION SERVICES	15.18			
1110	25625 TECHNICAL SUPPORT		131.25		
1030	DECEMB Payment - Thank you			15.18	
					131.25
SPED	SPECIAL EDUCATION	26,775.13			
8500	DEC 2024 AUDIOLOGY BELOW 5		15.07		
8500	DEC 2024 AUDIOLOGY BELOW 5		15.07		
8505	DEC 2024 AUDIOLOGY SCHOOL		60.27		
8505	DEC 2024 AUDIOLOGY SCHOOL		60.27		
8605	DEC 2024 LICENSED MENTAL		1,000.00		
8605	DEC 2024 LICENSED MENTAL		1,000.00		
8100	DEC 2024 OT BELOW 5		225.89		
8100	DEC 2024 OT BELOW 5		225.89		
8105	DEC 2024 OT SCHOOL AGE		903.58		
8105	DEC 2024 OT SCHOOL AGE		903.58		
8400	DEC 2024 PSYCH SERV BELOW 5		508.60		
8400	DEC 2024 PSYCH SERV BELOW 5		508.60		
8405	DEC 2024 PSYCH SERV SCHOOL		2,034.39		
8405	DEC 2024 PSYCH SERV SCHOOL		2,034.39		
7900	DEC 2024 PT BELOW 5		115.10		
7900	DEC 2024 PT BELOW 5		115.10		
7905	DEC 2024 PT SCHOOL AGE		460.38		
7905	DEC 2024 PT SCHOOL AGE		460.38		
8000	DEC 2024 SPED SUPER BELOW 5		223.78		
8000	DEC 2024 SPED SUPER BELOW 5		223.78		
8005	DEC 2024 SPED SUPER SCHOOL		981.09		
8005	DEC 2024 SPED SUPER SCHOOL		981.09		
8200	DEC 2024 SPEECH PATH BELOW 5		2,722.54		
8205	DEC 2024 SPEECH PATH SCHOOL		1,361.27		
8205	DEC 2024 SPEECH PATH SCHOOL		9,528.90		
8305	DEC 2024 VISION SERV SCHOOL		591.47		
1240	DEC 2024 VOC EVALUATIONS		98.26		
8500	DECEMB Payment - Thank you			28.36	
1240	DECEMB Payment - Thank you			92.87	
8505	DECEMB Payment - Thank you			113.46	
7900	DECEMB Payment - Thank you			219.24	
8000	DECEMB Payment - Thank you			420.44	
8100	DECEMB Payment - Thank you			429.02	
8305	DECEMB Payment - Thank you			591.47	
7905	DECEMB Payment - Thank you			876.92	



EDUCATIONAL SERVICE UNIT 10  
 PO BOX 850  
 KEARNEY NE 68848-0850  
 Phone: 308-237-5927

**IMPORTANT!**  
 PLEASE RETURN REMITTANCE  
 COPY WITH YOUR PAYMENT  
 AND INDICATE WHICH CHARGES  
 ARE BEING PAID

SEM PUBLIC SCHOOLS  
 PO BOX 126  
 SUMNER NE 68878

ACCT NO 192200  
 DATE 01/01/2025

DESC CODE	DESCRIPTION	PREVIOUS BALANCE	CURRENT CHARGES	PAYMENTS	PRESENT BALANCE
8400	DECEMB Payment - Thank you			963.24	
8105	DECEMB Payment - Thank you			1,716.10	
8005	DECEMB Payment - Thank you			1,858.38	
8605	DECEMB Payment - Thank you			2,000.00	
8200	DECEMB Payment - Thank you			2,722.54	
8405	DECEMB Payment - Thank you			3,852.92	
8205	DECEMB Payment - Thank you			10,890.17	
					27,358.74
TL	TEACHING & LEARNING	20.00			
1170	DECEMB Payment - Thank you			20.00	
					0.00

YOUR CANCELLED CHECK WILL SERVE AS YOUR RECEIPT

TOTAL PREVBAL	TOTAL CHARGES	TOTAL PAYMENT	TOTAL BAL DUE
\$26,810.31	\$27,489.99	\$26,810.31	\$27,489.99



U.S. BANK  
P.O. BOX 6343  
FARGO ND 58125-6343



000000257 01 SP 106481209392856 P

ACCOUNT NUMBER 4485 5945 5557 4175  
STATEMENT DATE 12-24-2024  
AMOUNT DUE \$3,782.39  
NEW BALANCE \$3,782.39

PAYMENT DUE ON RECEIPT

AMOUNT ENCLOSED  
\$

Please make check payable to  
U.S. BANK

U. S. BANK  
P.O. BOX 790428  
ST. LOUIS, MO 63179-0428

4485594555574175 000378239 000378239

Please tear payment coupon at perforation.

CORPORATE ACCOUNT SUMMARY								
S-E-M PUBLIC SCHOOL 4485 5945 5557 4175	Previous Balance	Purchases And Other + Charges	Cash Advances +	Cash Advance Fees +	Late Payment Charges	- Credits	- Payments	New = Balance
Company Total	\$5,442.15	\$3,882.39	\$0.00	\$0.00	\$0.00	\$100.00	\$5,442.15	\$3,782.39

CORPORATE ACCOUNT ACTIVITY					
S-E-M PUBLIC SCHOOL 4485-5945-5557-4175				TOTAL CORPORATE ACTIVITY	
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
12-18	12-17	7479826435300000000436	PAYMENT - THANK YOU 00000 C	5,442.15 PY	
				TOTAL CORPORATE ACTIVITY \$5,442.15 CR	

NEW ACTIVITY					
CANDANCE CONRADT 4485-5900-0683-2212		CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
		\$0.00	\$1,641.47	\$0.00	\$1,641.47
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
12-19	12-18	24137464354001897074179	HY-VEE GRAND ISLAND 1221 GRAND ISLAND NE	39.98	
12-19	12-18	24430994353185989053299	MSFT * E0100UPDBY MSBILL.INFO WA	1,601.49	
				<i>Microsoft licensing</i>	

CUSTOMER SERVICE CALL  800-344-5696	ACCOUNT NUMBER		ACCOUNT SUMMARY	
	4485-5945-5557-4175		PREVIOUS BALANCE	5,442.15
		PURCHASES & OTHER CHARGES	3,882.39	
		CASH ADVANCES	.00	
		CASH ADVANCE FEES	.00	
		LATE PAYMENT CHARGES	.00	
		CREDITS	100.00	
		PAYMENTS	5,442.15	
		ACCOUNT BALANCE	3,782.39	
STATEMENT DATE		DISPUTED AMOUNT		
12/24/24		.00		
SEND BILLING INQUIRIES TO:		AMOUNT DUE		
U.S. BANK P.O. Box 6335 Fargo, ND 58125-6335		3,782.39		



Company Name: S-E-M PUBLIC SCHOOL
Corporate Account Number: 4485 5945 5557 4175
Statement Date: 12-24-2024

**NEW ACTIVITY**

4485-5910-0171-3316      CREDITS      PURCHASES      CASH ADV      TOTAL ACTIVITY  
 \$0.00      \$225.61      \$0.00      \$225.61

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-29	11-27	24204294332000608497089	MICROSOFT*FORTNITE CREW - 425-6816830 WA	12.65
12-10	12-09	24204294344003088989035	NORTON *AP1565047249 180-0721393 CA	152.96
12-12	12-11	24116414346714300407486	GRAMMARLY CO*DYK2DEO GRAMMARLY.COM CA	60.00

*renewal*

SCOTT FRANZEN      CREDITS      PURCHASES      CASH ADV      TOTAL ACTIVITY  
 4485-5900-0788-0129      \$0.00      \$158.74      \$0.00      \$158.74

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-13	12-11	24251384347030048419710	DAYLIGHT DONUTS KEARNEY NE - LDF-FFA	158.74

SEM SCHOOL      CREDITS      PURCHASES      CASH ADV      TOTAL ACTIVITY  
 4485-5910-0317-3386      \$100.00      \$1,166.58      \$0.00      \$1,066.58

Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-29	11-27	24692164333104192264799	GOOGLE *DOVANHOANG 855-836-3987 CA	4.21
12-04	12-03	24492164338500029384956	BOOKWIDGETS BOOKWIDGETS C NY	55.00
12-04	12-03	24692164338109750077918	GOOGLE HAPPY NETWORK 855-836-3987 CA	13.70
12-05	12-04	241164143399716160230857	POWER MUSIC INC CHEER 310-502-7280 NV	125.00
12-05	12-04	24692164339100780757024	GOOGLE *DOVANHOANG 855-836-3987 CA	4.21
12-06	12-05	24000774341500002313705	GRAHAM STA* SEM FUNDRA GRAHAMSTAMPS. NE	54.86
12-10	12-09	24137464344200328681254	USPS PO 3086700878 SUMNER NE	5.58
12-11	12-10	74116414345714167546489	POWER MUSIC INC CHEER 3105027280 NV	100.00 CR
12-12	12-11	24692164347104834184458	GOOGLE *DOVANHOANG 855-836-3987 CA	4.21
12-13	12-12	24137464347200311221859	USPS PO 3086700878 SUMNER NE	73.00
12-13	12-12	24692164348105897833195	IN *NEBRASKA STATE BANDMA 402-6728744 NE	92.00
12-13	12-12	24692164348105897833203	IN *NEBRASKA STATE BANDMA 402-6728744 NE	90.00
12-16	12-13	24137464348200324627216	USPS PO 3086700878 SUMNER NE	11.01
12-16	12-13	24639234348900012361750	ACROPRINT TECH INC 800-5188925 CA	115.00
12-16	12-12	24943014348010189417943	HOMEDEPOT.COM 800-430-3376 GA	178.26
12-18	12-17	24455014352141001453940	WAL-MART #0637 LEXINGTON NE	193.02
12-19	12-18	24692164353101767174127	GOOGLE *DOVANHOANG 855-836-3987 CA	4.21
12-20	12-19	24137464354200320070966	USPS PO 3086700878 SUMNER NE	11.31
12-24	12-23	24906414358217460193846	PST*INVENTORY TRADING CO 563-6904330 IA	132.00

*renewal*  
*Music*  
*Staff*  
*postage*  
*postage*  
*music*  
*postage*  
*renewal*  
*music*  
*postage*  
*Girls Basketball*

KRIS SHOEMAKER      CREDITS      PURCHASES      CASH ADV      TOTAL ACTIVITY  
 4485-5900-0663-5391      \$0.00      \$689.99      \$0.00      \$689.99

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-09	12-08	24116414343716799560603	PROMETHEAN, INC 888-652-2848 WA	24.99
12-10	12-09	24011344345500002183376	WWW.WORKINGGENIUS.COM TABLEGROUP.CO CA	625.00
12-23	12-19	74350154357005571230352	NOVISIGN LTD HERZELIYYA	40.00

*renewal*  
*Council*  
*renew*

# January Board Meeting

## **PreK-3rd Grade: Daecyn Barber**

It doesn't matter the class period or topic, Daecyn gives it his all in everything. When he doesn't understand things, he asks questions to advocate for himself. When you help him, he listens and works to understand instead of just expecting the answer. He amazes me every day with his attitude, work ethic, and progress!!

## **4th - 8th Grade: Kinzly Hays**

I really appreciate all the hard work you have put in this year. Keep working hard and it will keep paying off. I know sometimes it's hard to see all your improvements on a daily basis, but you are doing great and I am really proud of you. I love your work ethic and your get-er done attitude.

## **9th - 12th Grade: Shaedyn Schreiner**

All day today I noticed Shaedyn quietly and respectfully helping with concession stands and cleanup both during the FFA event and after - as a junior class member and an FFA member. He was humble about it and seemed to be doing above his share from what I could tell.

I will be finishing up a few stragglers on MAPS testing that have been absent

The High School and Elementary music programs were both a success and Mr. Bosak did a great job.

Our Girls Wrestling Invite on the 28th was well attended and was run very smoothly. Had one coach say that it was the best run meet that they have been to. Big thanks to **Crystal Burden**

Teacher in-service we had ESU 10 come and talk about how to design effective learning goals.

We had a 6-12 assembly on Wednesday with Tony Hoffman as the speaker. He was excellent and had great things to say about mental health, drugs, and his life story of making it to the olympics. The students did a pre and post survey, and we will be looking at them in the near future.

**1/14** BB vs Kearney Catholic  
**1/15** Jr. High BB vs Elm Creek  
**1/17** No School  
Boys Wrestling Invite  
Girls Wrestling @ Elm Creek  
**1/18** BB vs Pleasanton  
**1/19** Huskerland Wrestling  
**1/19&20** Hasting Honor Choir  
**1/20** Jr. High BB tourney  
**1/21** BB @ Anselmo-Merna  
**1/22** Jr. High BB vs Amherst  
**1/24** Boys Wrestling @ Callaway  
BB @ Silver Lake  
**1/25** Girls Wrestling @ Axtell  
Speech @ Ord  
**1/27** UNK Honor Band & Choir  
Jr. High BB @ Pleasanton  
**1/28** Boys Wrestling Dual vs Lex JV  
BB @ Ansley Litchfield  
**1/30** BB vs Amherst  
**1/31** Wayne State Honor Choir  
Boys Wrestling @ Greeley  
Girls Wrestling @ Ainsworth  
Jr.High BB Tourney @ Loomis

Activities/Meetings

Thursday, December 12	ACT Zoom
Friday, December 13	Basketball vs. Elm Creek
Monday, December 16	Elementary Music Program
Tuesday, December 17	Girls Basketball @ Calloway
Friday, December 20	Last Day of Classes before Break Elementary Activities/Parties
Monday, January 6	10 AM Start – Professional Development
Tuesday, January 7	Basketball @ Franklin
Wednesday, January 8	ESU 10 Superintendent's Mtg. – AM Guest Speaker 6 <sup>th</sup> -12 <sup>th</sup> Grade (Tony Hoffman) FKC Evening Administrator Mtg @ Alley Rose, Kearney
Thursday, January 9	Basketball vs. HiLine Teacher Evaluation

3 Teachers have opted to use the Retirement Incentive Package passed at the December board meeting.

## School Board Member Week

January 26 to February 1, 2025

*Thank You School Board Members!!!!*

The week of January 26, 2025 will serve as School Board Recognition Week in Nebraska. Thanks to the 1,700 locally elected volunteers who make up the Board of Education for Nebraska's Public Schools and ESUs. Through their leadership, innovation, vision and engagement, they make Nebraska a better place to live.

### . Did You Know

- 79% of Nebraska's 1,700 locally elected School Board Members serve at or within 100 miles of where they graduated ... with 51% serving AT the district they graduated from.
- 74.63% of school board members would you consider themselves as someone connected to/engaged in production agriculture or agribusiness
- U.S. Senator Deb Fischer was President of NASB in 1998 and served on the Board of Directors from 1994-2000
- 58% of school board members have school-aged children in K-12
- 68% of board members in Nebraska are between the ages of 36 and 55
- 64% of board members have served between 1 to 8 years
- 4% of Nebraska's 1,700 school board members have served their board for more than 20 years
- On average, a school board in Nebraska is 37% female and 63% male
- 15% of Nebraska's school boards are served by a female majority
- 3 of Nebraska's school boards are all female
- 6% of Nebraska's school boards are all male

## **Board of Education Regular Meeting**

SEM School Library  
205 E 5th Avenue  
Sumner, NE 68878

Wednesday, December 11, 2024 6:30 PM

Mrs. Jennifer Anderson: Present  
Mr. Kirby Burden: Present  
Mrs. Jana Hoos: Present  
Mr. Matthew Hothem: Present  
Mrs. Rachel Hrasky: Present  
Mrs. Laura Robbins: Present

1. Declaration of Intend – Open Meetings Act

2. Call to Order

2.1. Pledge of Allegiance

2.2. Roll Call of Members

2.3. Recognition of Student Achievement

**PreK-3rd Grade - Adaline Miller**

**4th - 8th Grade - Dillan Mazariagos**

**9th-12th Grade - Allie Rohde**

3. Consent Agenda

Motion to approve the consent agenda Passed with a motion by Mrs. Jana Hoos and a second by Mrs. Laura Robbins.

Yea: 6, Nay: 0

3.1. Approval of Minutes

3.2. Approval of the Monthly bills, Claims and Payroll

3.3. Approval of Treasurer's Report and Budget Report.

#### 4. Administrative Report

##### 4.1. Principal's Report

##### 4.2. Superintendent's Report

#### 5. Board of Education Subcommittee Report(s)

##### 5.1. Sharing of Education Conference Attendees

Laura Robbins shared that she heard good information presented, and it was interesting in what other schools are doing.

Jennifer Anderson also shared that there was good information presented. One thing she enjoyed was the appearance of Facebook in other schools. We need to handle Facebook differently, such as having more happy faces on it.

#### 6. Business Items

##### 6.1. Discussion on the topic of a temporary retirement incentive program (TRIP).

Laura Robbins thanked (Dr. Conradt) for the added information.

Jenn Anderson's comments were: the money is a lot more than in the past, we don't offer this frequently, we need to get Laura up to speed with how this works, and can we have more time to make a decision?

Matt Hothem stated it really needs to be done by January's meeting. He also said "we should forego insurance and set an amount of money".

Kirby Burdon also commented "forgo insurance".

Suggestions were it was \$10,000 in previous years, we could increase it to \$15,000.

Rachel commented they need to notify Dr. Conradt within 5 days.

Matt stated teachers wanting this should notify Dr. Conradt by 3:30 pm on Wednesday, December 18, 2024.

Motion to approve a Temporary Retirement Incentive Program of \$15,000, response due Wednesday, December 18, 2024 by 3:30 pm Passed with a motion by Mrs. Rachel Hrasky and a second by Mrs. Jennifer Anderson.

Yea: 6, Nay: 0

##### 6.2. Take action to accept resignation of Superintendent Conradt effective June 30, 2025, and thank her for her service to the school district.

Matt clarified that, per NASB we needed a resignation to clean things up.

Motion to accept resignation of Superintendent Conradt effective June 30, 2025 Passed with a motion by Mrs. Rachel Hrasky and a second by Mrs. Laura Robbins.

Yea: 4, Nay: 2

### 6.3. Discuss and Approve Required Policy Updates

Dr. Conradt explained policies 2008 Meetings and 3004.1 Fiscal Management for Purchasing & Procurement Using Federal Funds are required by law, due to changes made during the last legislative session.

Jenn Anderson asked to have it tabled since she had been at a meeting for work on Tuesday and the board meeting packet wasn't sent until 3:30 pm on Tuesday.

Dr. Conradt stated that the law has changed, and the policy changes are required by law. No further discussion by members and no motion to table this agenda item until January.

Motion to approve required proposed policies: 2008 Meetings and 3004.1 Fiscal Management for Purchasing & Procurement using Federal Funds Passed with a motion by Mrs. Jana Hoos and a second by Mrs. Rachel Hrasky.

Yea: 6, Nay: 0

### 6.4. 2023-2024 AQuESTT Classification

Dr. Conradt explained AQuESTT Classifications given to our Elementary, Jr-Sr High, and District. All were rated EXCELLENT!

### 6.5. 2024 Spring Nebraska Student-Centered Assessment System (NSCAS) Scores

Dr. Conradt shared the NSCAS test scores. She asked the board to review the scores before the January board meeting so they could discuss this agenda item more.

### 6.6. Superintendent Evaluation - Possible Executive Session

Mr. Hothem handed out the Superintendent Evaluation to board members. He gave them time on each standard to read the ranking and comments.

Motion to accept Superintendent Conradt's evaluation Passed with a motion by Mrs. Jennifer Anderson and a second by Mr. Kirby Burden.

Yea: 6, Nay: 0

### 6.7. Recognition of two Board Members

Mr. Matt Hothem presented a plaque thanking Mrs. Jana Hoos and Mrs. Rachel Hrasky them for their 4 years of service on the School Board.

### 7. Recognition of Public Wishing to Address the Board

Two people signed up to address the School Board.

Mr. Hothem read out loud SEM's Policy #2009 Public Participation at Board Meetings to attendees at the board meeting.

Mrs. Tiffany Claflin decided to pass on commenting, stating she didn't need to at that time.

Mrs. Rachel Schroeder stated she had a complaint that involved a staff member, but since it

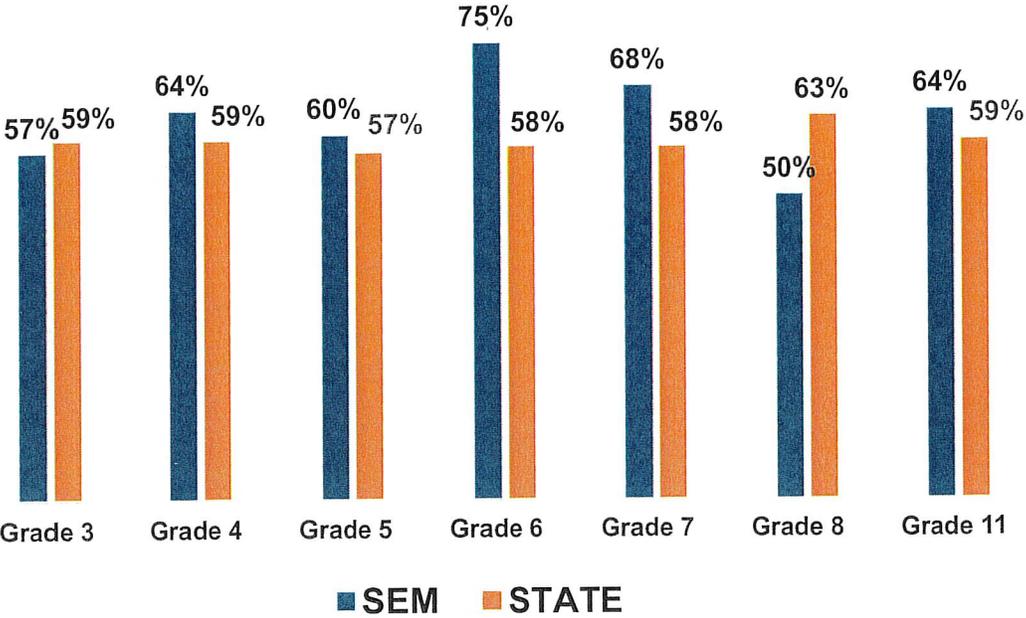
involved students' names, she would have to submit the written complaint. She handed the complaint to the Board President. He read the complaint and then stated he would have to talk to SEM's school attorney.

#### 8. Adjourn

Motion to adjourn at 7:10 pm Passed with a motion by Mrs. Rachel Hrasky and a second by Mrs. Laura Robbins.

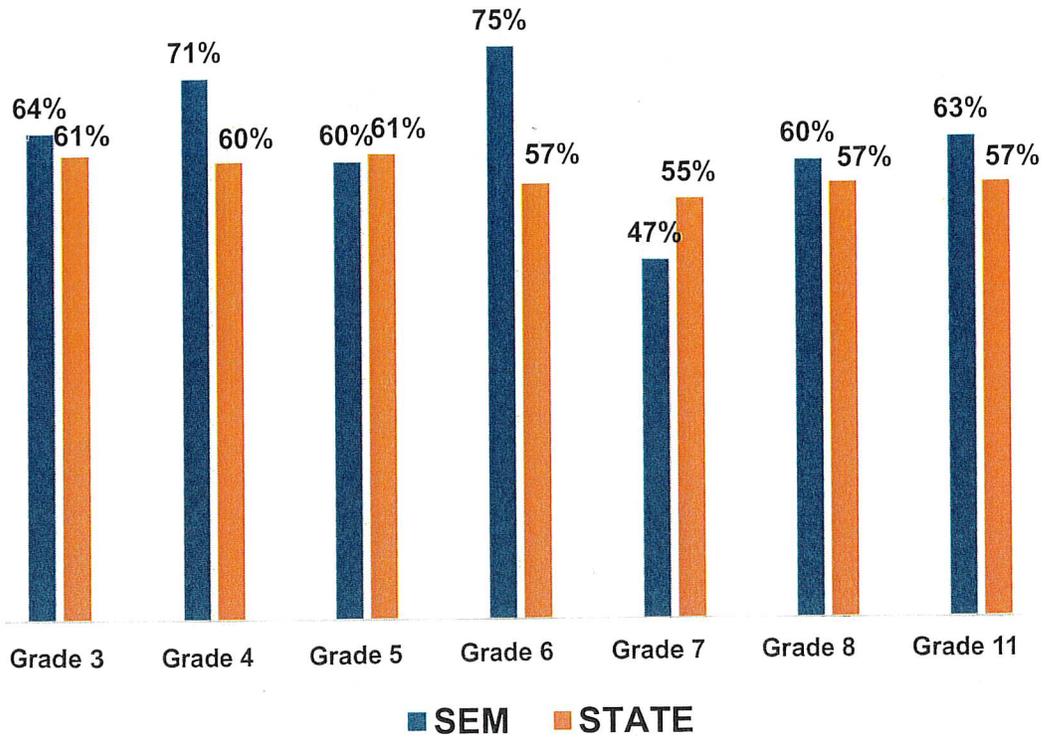
Yea: 6, Nay: 0

# NSCAS English Language Arts

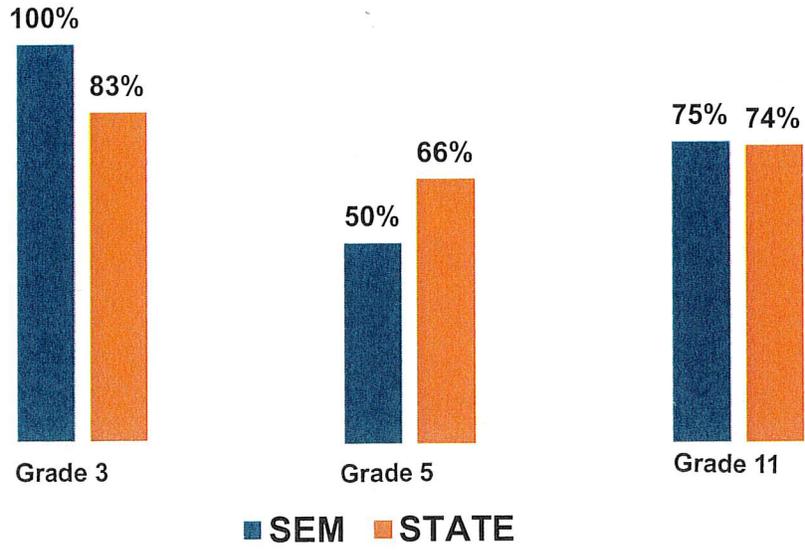


Grade 3 Grade 4

### NCSA Mathematics



# NSCAS Science





*Our focus is on serving you!*

76 Plaza Boulevard PO Box 850 Kearney NE 68848-0850  
308.237.5927 Fax 308.237.5920

DATE: December 16, 2024  
TO: Superintendents  
FROM: Jean Anderson, Special Education Director   
SUBJECT: Special Education Contract and Cooperative Service Agreements

A Special Education Contract for the 2025-26 school year is enclosed for you to sign and return. The signature does not need to be notarized; however, your board should officially authorize the services at your next board meeting. This contract includes Speech Therapy Services. If your district contracts for this service, it will be indicated on the enclosed Schedule A. Also, enclosed are the cooperative service agreements for Special Education Supervision, Deaf Education Services, Psychology Services, Audiology Services, Physical Therapy, Occupational Therapy, Vision Services, Orientation and Mobility, Mental Health and Vocational Services if you contract for these services. **Please sign and date all of the cooperative service agreements, the contract and return them along with Schedule A to me no later than March 1, 2025.** The ESU board will approve the contract, and a copy will be returned to you.

Schedule A (enclosed) is the service and FTE provided for the 2024-25 school year and the anticipated service for the 2025-26 school year. **We have highlighted on the Schedule A any services that we offer that you do not participate in. If you would like more information on any of these services, please contact me.** If for any reason your district intends to request a change to the service or FTE for 2025-26, **please make note of the change on Schedule A**, sign and return it to me as part of the contract. The cost of services will be approximately 5% above the current year. A description of all services provided is available upon request.

Schedule B (enclosed) is a brief description of how each service is billed and the rationale for the different billing categories we use. Again, if you have any questions, please do not hesitate to contact me.

To recap, you need to return to ESU 10:

1. The Special Education Contract (1 contract, **sign back page**)
2. Schedule A (1 form, **sign on front**)

**Approval by both boards indicates agreement and cannot be changed for the 25-26 school year after they have been approved.**

Please feel free to contact me if you have any questions.

Enclosures

## **Schedule B**

**Special Education Services are billed in 4 different ways. They are explained below including the rationale for the way the different services are billed.**

### **FTE**

Speech Language Pathology (SLP) is billed by FTE. The FTE amount is calculated by taking the total budget for the SLP program and dividing it by the amount of SLP FTE employed by the service unit for that fiscal year. Districts are billed based on the percentage of FTE they contract for.

Rationale for billing it this way: Historically, districts have requested a specific number of days of SLP time according to their districts' needs and duties of their SLP. Billing by FTE guarantees that they are able to secure the time they desire. SLPs spend more consistent time in a district than other disciplines.

### **ADM**

Audiology, Physical Therapy, Occupational Therapy, School Psychology, and Supervision are billed as cooperative programs. This means that the programs are joined by school districts and the cost of the program is billed to the school district based on their Average Daily Membership (ADM) as submitted annually to NDE.

Rationale for billing this way: The needs in these programs ebb and flow as often as week by week so billing them in this manner means that districts can have their needs met as they come up without budget adjustments week by week. It allows for flexibility for districts and ESU staff to respond more immediately to whatever needs arise. Logically, a district with more students is going to have more needs so they have more time in the staff member's schedule. Because districts pay based on ADM, larger districts will have higher charges and smaller districts will have lower charges.

### **Per Student**

Deaf Education (DHH), Vision Education (VI), and Orientation & Mobility (O&M) are billed on a per student cost according to the caseload of the provider. The budget or costs for the month are divided by the number of students on a service provider's caseload and that gives us the per student cost. The per student cost is multiplied by the number of students on the caseload in that specific district and then billed to the district.

Rationale for billing this way: Students who are DHH, VI, or have O&M needs are a very low incidence disability so there is not a need to bill by FTE and it is inequitable to bill by ADM. The low incidence of these disabilities and the size of ESU 10 districts make it unlikely that statistically it would fit the ADM pattern so we bill these programs on a per student basis to the districts who need the service.

### **Day(s)/Week**

Mental Health Therapy is currently the only program that is billed on a day(s) per week basis. For a district that contracts for the three programs of SLP, OT and PT from the service unit, their cost is \$11,000 for the year for 1 day per week. If a district contracts with ESU 10 for one or two of these programs, their cost is \$16,000 for the year for 1 day per week. If a district does not contract for any of the three programs, their cost is \$21,000 for the year for 1 day per week.

Rationale for billing this way: ESU 10 supplements the cost of the Mental Health Therapy Program with Medicaid in Public Schools (MIPS) dollars to keep costs as low as possible for school districts. The services provided by SLPs, OTs, and PTs are the highest source of income for MIPS dollars so districts that contract for these services are supplemented at a higher rate by having lower costs for the Mental Health Supports. 25-26 is the first year Mental Health therapy costs have increased.

**EDUCATIONAL SERVICE UNIT 10  
CONTRACT FOR  
SPECIAL EDUCATION SERVICES**

**THIS AGREEMENT**, made and entered into this 5th day of January, 2025, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY,**" and **Sumner-Eddyville-Miller Public Schools**, called "**DISTRICT.**"

**WITNESSETH:**

The District does hereby agree to hire the Servicing Agency to service its age-eligible students with disabilities during the school year 2025-26, and the Servicing Agency agrees to act as such Servicing Agency, for the consideration and under the terms and conditions as hereinafter set forth:

1. A description of the program of special education and related services to be provided to District students shall be as set forth in Schedule "A" hereto attached, including full-time equivalency (FTE) provided in 2024-25 and anticipated in 2025-26 unless district notifies servicing agency otherwise.
2. The District shall pay the Servicing Agency for said special education and related services in accordance with Schedule A. This Schedule shall be in full force and effect during the school year of 2025-26, commencing not earlier than August 1, 2025, and ending not later than August 20, 2026. The total dollar amount of this contract will be submitted to the district on or before July 1, 2025, or as soon as the budgets are set for the Servicing Agency, whichever is later.
3. The District agrees that the costs for the actual services rendered will be reconciled by the Service Agency, and the amount payable for those special education services to be delivered by the Servicing Agency shall be paid in full. All programs and services will be billed based on the actual services delivered as outlined in Schedule A, based on the structure in Schedule B.
4. The District agrees that the amount payable for special education services the first month of the school year will be one-tenth (1/10) of the budgeted cost with payment due on or before October 16, 2025.
5. The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to reconcile prior overpayment or underpayment based on actual services rendered.
6. The Servicing Agency agrees to provide the District with the final billing, a complete reconciliation of the actual costs of services rendered, and the actual rate for cost of services. The final billing to the District shall serve as a final reconciliation of the amount of payment previously agreed upon in item two of this contract.
7. The District agrees that the final billing for special education services submitted to the District by the Servicing Agency for actual services rendered during the contract period shall be considered as an amendment to the original contract and shall be included in full by this reference. If the District does not dispute any of the amounts or services contained in the final billing within 30 days, the parties agree that it will be incorporated in full as an amendment to this contract.
8. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the District. Extended programs shall be covered by separate contract.
9. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service. In the event of such Cancellation, the Servicing Agency may recover any past due amounts and exercise any other rights that may exist by law.
10. The Servicing Agency shall record and supply to the District, upon request, information on each child for whom services are contracted, including time-and-effort logs detailing the services provided, the name of the provider, the duration of the services, and the date on which services were provided. The Servicing Agency agrees to confer with the District for purposes of evaluating such child's progress and the District's compliance with applicable laws.

11. The Servicing Agency shall assist the District with the preparation of plan and budget, financial reports and other procedures, artifacts, and obligations required by NDE Rule 51 or 52.
12. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in NDE Rules 51 and 52, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, and the current Federal Regulations implementing IDEA.
13. The District hereby agrees that changes or modifications in the program or children served shall be mutually agreed upon before said change or modifications are implemented.
14. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency has no obligation to provide services contracted for but not provided or reimburse the District for any additional cost incurred to procure those services. The Servicing Agency values its collaborative relationship with the District and will give reasonable efforts to assist the District in procuring those services. The District will be notified no later than September 1, 2025 of the Service Agency's inability to provide any services under this contract.
15. The District agrees that any act intentionally and unilaterally done which may cause litigation against the Servicing Agent shall be defended at the sole expense of the District and any damages assessed against the District for the Servicing Agency or either of them shall be borne entirely by the District. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any liability otherwise attaching to it under any applicable state or federal law, nor to any action undertaken by the District in the provision of special education services or related services which are undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the District.
- 16. The District agrees that in the event the District desires to change the services provided by this contract for a subsequent year whether by change in full-time equivalency, staffing, change in percentage FTE of any area of endorsement held by personnel presently assigned to the District, or to eliminate any program or service being provided pursuant to this contract, the District shall notify the Servicing Agency administrator in writing of such requested change on or before March 1, 2025 (next preceding the starting date of the school year to be affected by any changes) as are described in this paragraph.**
- 17. The District agrees that in the event that no such written notice is made to the Servicing Agency on or before March 1, that the Servicing Agency shall be entitled to assume that the District desires the same FTE in all areas of endorsement, certification or other qualification, and in all programs it had through this contract with the Servicing Agency, including in Schedule A. In the event the District should later notify the Servicing Agency of a diminished request for FTE in any area of endorsement, certification or other qualification, or in any program or service provided by this contract, the Servicing Agency shall use its best effort to find other employment for such affected personnel, provided, however, that in the event such personnel cannot be reassigned and to the extent that such personnel constitute a cost to the Servicing Agency that cannot be passed through by way of contract or otherwise, the District agrees to pay any cost incurred by the Servicing Agency for such personnel.**
18. This contract may be renegotiated or amended by mutual agreement.

ACCEPTED FOR **SUMNER-EDDYVILLE-MILLER** SCHOOL AS **DISTRICT**

THIS DAY OF 2025

BY \_\_\_\_\_  
President or Secretary of Board

ACCEPTED FOR **EDUCATIONAL SERVICE UNIT 10** AS SERVICING AGENCY

THIS DAY OF 2025

BY \_\_\_\_\_

Schedule A

EDUCATIONAL SERVICE UNIT 10 BUDGET FORM  
2025-2026  
Agency Code--950010

District Name: Sumner-Eddyville-Miller Public Schools

Contracted Reimbursable School Age Services	NDE Service Code	2024-25 Percent Per District	2025-26 Percent Per District
Speech Teacher School Age - Secondary	4001	0.2530	0.1017
Speech Teacher School Age - Elementary		0.5310	0.6947
SpEd Supervision School Age - Secondary	0001	0.0160	0.0160
SpEd Supervision School Age - Elementary		0.0160	0.0160
D/E Audiology School Age - Secondary	1003	0.0040	0.0040
D/E Audiology School Age - Elementary		0.0040	0.0040
Deaf Education Services School Age - Secondary	2014	0.0000	0.0000
Deaf Education Services School Age - Elementary		-	-
D/E Psychology School Age - Secondary	1002	0.0120	0.0130
D/E Psychology School Age - Elementary		0.0120	0.0130
Occupational Therapy School Age - Secondary	4006	0.0190	0.0180
Occupational Therapy School Age - Elementary		0.0190	0.0180
Physical Therapy School Age - Secondary	4005	0.0190	0.0184
Physical Therapy School Age - Elementary		0.0190	0.0184
Vision Services School Age - Secondary	2008	-	-
Vision Services School Age - Elementary		0.0397	0.0447
Orientation & Mobility - Secondary	4048		
Orientation & Mobility - Elementary			
Vocational	4012	0.0240	0.0250
Licensed Mental Health Provider Service - Secondary		2 day a week	2 day a week
Licensed Mental Health Provider Service- Elementary		for LMHP	for LMHP

Contracted Nonreimbursable Preschool Services		2024-25 Percent Per District	2025-26 Percent Per District
Speech Teacher Ages 3 - 4	4001	0.2160	0.2037
Speech Teacher Birth - 2		0.0000	0.0000
SpEd Supervision Ages 3 - 4	0001	0.0170	0.0170
SpEd Supervision Birth - 2		0.0170	0.0170
D/E Audiology Ages 3 - 4	1003	0.0010	0.0010
D/E Audiology Birth - 2		0.0010	0.0010
Deaf Education Services Ages 3 - 4	2014	-	-
Deaf Education Services Birth - 2		-	-
D/E Psychology Ages 3 - 4	1002	0.0030	0.0030
D/E Psychology Birth - 2		0.0030	0.0030
Occupational Therapy Ages 3 - 4	4006	0.0046	0.0045
Occupational Therapy Birth - 2		0.0046	0.0045
Physical Therapy Ages 3 - 4	4005	0.0047	0.0046
Physical Therapy Birth - 2		0.0047	0.0046
Vision Services Ages 3 - 4	2008	-	-
Vision Services Birth - 2		-	-
Orientation & Mobility - 3 - 4	4048		
Orientation & Mobility - Birth - 2			

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signature of authorized school representative

DR. BRIAN L. MAHER, COMMISSIONER



TEL 402.471.2295  
FAX 402.471.0117



P.O. Box 94987  
Lincoln, NE 68509-4987



education.ne.gov



December 17, 2024  
Ms. Candace Conradt  
Superintendent, Sumner-Eddyville-Miller Public Schools

RE: Letter of Findings

Dear Superintendent Conradt,

Thank you for the courtesies extended to us during the review of Sumner-Eddyville-Miller High School on November 18 and 25, 2024. The excellent collection of documents that were provided allowed the visit to move along efficiently. The cooperation of your staff and students during the interviews was pleasant and appreciated. It is obvious that Sumner-Eddyville-Miller High School is a great place to work and learn.

As you know, the purpose of the review was to ascertain the compliance status of Sumner-Eddyville-Miller High School in accordance with the U.S. Department of Education's "Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services on the Basis of Race, Color, National Origin, Sex and Handicap" (Federal Register, March 1979), hereinafter referred to as the *Guidelines*. The data and information gathered during the review have been analyzed.

Enclosed is the Review Report that describes the findings based on the regulations implementing Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, as well as the *Guidelines*.

The Voluntary Compliance Plan (VCP) directions, cover page, and example are available electronically in the VCP drop-down section <https://www.education.ne.gov/nce/perkins-administration/office-of-civil-rights-ocr-review/>. As you consider the best approach to achieve compliance through the VCP, you can use the suggested technical materials or develop your own methods to eliminate and correct areas of noncompliance.

The VCP should be filed with our office within **60 days** after the receipt of this report, **February 17, 2025**. Upon receipt of your VCP, the VCP draft will be reviewed to ensure that the proposed corrective actions are legally sufficient to correct the violation and then issue a letter to you approving the VCP. We will continue to monitor your progress until all corrective actions are implemented and approved by the Nebraska Department of Education.

It is our desire to provide any technical assistance necessary to help you achieve voluntary compliance. Please feel free to contact me at Kevin Dahlman or Lilly Blase with any questions at the contact information below. Please be advised of the institution's continuing obligation to maintain compliance with all civil rights requirements. Thank you for your cooperation and continued interest in career and technical education.

Sincerely,



Kevin Dahlman  
MOA Coordinator  
Nebraska Department of Education  
531-510-2871 (w)  
[kevin.dahlman@nebraska.gov](mailto:kevin.dahlman@nebraska.gov)



Lilly Blase  
Assistant MOA Coordinator  
Nebraska Department of Education  
531-207-2426 (w)  
[lilly.blase@nebraska.gov](mailto:lilly.blase@nebraska.gov)

**Letter of Findings for SUMNER-EDDYVILLE-MILLER SCHOOLS  
By Civil Rights Review Team**

***Date of Review: November 18 and 25, 2024***

The Letter of Findings is a summary report of evidence observed during the review to determine the compliance status of SUMNER-EDDYVILLE-MILLER SCHOOLS with the following U.S. Department of Education regulations under Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; Vocational Education Programs Guidelines for Eliminating Discrimination and Denial of Services on the Basis of Race, Color, and National Origin, Sex and Handicap (hereinafter referred to as the *Guidelines*); and, the United States Department of Justice regulations under Title II of the Americans with Disabilities Act of 1990.

The Letter of Findings is prepared according to the “Methods of Administration” for complying with civil rights requirements, including the Accessibility Report, and completes the review phase. The findings are based upon a thorough review of the SUMNER-EDDYVILLE-MILLER SCHOOLS’ practices and procedures, reviewed data and materials submitted, interviews with students and staff; and documents and observations of programs and facilities.

Specific Citations for Federal Compliance Requirements:

Title VI of the Civil Right Act of 1964 (Title VI), 34 CFR Part 100

Title IX of the Education Amendments of 1972 (Title IX), 34 CFR Part 106

Section 504 of the Rehabilitation Act of 1973 (Section 504), 34 CFR Part 104

Vocational Education Programs Guidelines for Eliminating Discrimination and Denial of Services on the Basis of Race, Color, National Origin, Sex and Handicap (*Guidelines*), Appendix B to 34 C.F.R. Part 100

Title II of the Americans with Disabilities Act of 1990 (Title II), 28 CFR Part 35

*A local education agency’s compliance with the Civil Rights Guidelines and Regulations assures all individuals that every district’s offerings, Career and Technical Education, and other programs within the State of Nebraska is meeting the basic nondiscrimination expectations as set forth by the United States Department of Education. In compliance with federal law, Nebraska Public Schools administers all state-operated educational programs, employment activities and admission without discrimination because of race, religion, national or ethnic origin, color, age, disability, or gender, except where exemption is appropriate and allowed by law.*

*Inquires or complaints regarding discrimination issues should be directed to:*

*Nebraska Dept. of Education*

*PO Box 94987*

*500 S. 84<sup>th</sup> Street 2<sup>nd</sup> Floor Lincoln, NE 68510*

*Kevin Dahlman, MOA Coordinator - Telephone: 531-510-2871 – Email: kevin.dahlman@nebraska.gov*

*Lilly Blase, Assistant MOA Coordinator - Telephone: 531.207.2426 – Email: lilly.blase@nebraska.gov*

*Shaun Young, NDE – Telephone: 402-326-7304 – Email: shaun.young@nebraska.gov*

## Overview of SUMNER-EDDYVILLE-MILLER SCHOOLS

### High School

#### SUMNER-EDDYVILLE-MILLER SCHOOLS

##### **Part 1. Administrative Issues:**

Title IX: 34 CFR 106.9, Title VI: 34 CFR 100.6(d) and Section 504: CFR 104.8 establishes that basic procedures should be in place to comply with legal requirements to insure nondiscrimination on the basis of race, color, national origin, sex, or disability. These basic procedures include an annual public notice; continuous notification; designation of a person or persons to coordinate activities under Title IX, Section 504, Title II; and a grievance procedure that will allow students and parents an avenue for dealing with alleged discrimination.

~~(a) Notification of policy.~~

- (1) Each recipient shall implement specific and continuing steps to notify applicants for admission and employment, students and parents of students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with the recipient, that it does not discriminate on the basis of sex in the educational program or activity which it operates, and that it is required by Title IX and this part not to discriminate in such a manner.
- (2) Each recipient shall make the initial notification required by paragraph (a) (1) which notification shall include publication in:
  - (i) Local newspapers;
  - (ii) Newspapers and magazines operated by such recipient or by student and
  - (iii) Memoranda or other written communications distributed to every student and employee

~~(b) Publications.~~

- (1) Each recipient shall prominently include a statement of the policy described in paragraph (a) of this section in each announcement, bulletin, catalog, or application form which it makes available to any person of a type, described in paragraph (a) of this section, or which is otherwise used in connection with the recruitment of students or employees

- **Continuous Nondiscrimination Notice: (Title IX: 34 CFR 106.9 (a) and 106.9(b); Section 504: 34 CFR 104.8(a) and 104.8(b); Title II: 28 CFR 35.106; and Title VI: 34 CFR 100.6(d))** SUMNER-EDDYVILLE-MILLER SCHOOLS staff provided evidence that the nondiscrimination notice is disseminated to students, patrons, and employees. The documents reviewed are listed below.
- Documentation to support findings:
  - Job applications
  - Student handbook
  - Parent handbook
  - Staff handbook
  - Website
  - Job announcements
  - School newsletter
  - Course catalog

**Nebraska 2024-2025 SUMNER-EDDYVILLE-MILLER SCHOOLS Letter of Findings**

<b>Finding</b>	<b>No non-discrimination notice in job postings, school newsletter, or website</b>
<b>Non-compliance</b>	<b>Required Corrective Action:</b> Add notice of non-discrimination to future job postings and newsletters and to the district website. <b>Recommendation:</b> It is best practice to add a notice of non-discrimination to the bottom (footer) of district web pages. See <a href="https://lexschools.org">https://lexschools.org</a> for an example.

**A. Persons Responsible For Coordinating Title IX and Section 504**

Each recipient must designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Section 504, Title II and Title IX. The recipient must notify students and employees of the name, office address and phone number of the designated employee(s).

Title IX: 34 CFR 106.8

Section 504: 34 CFR 104.7(a)

Recipient has assigned a person(s) to coordinate Section 504, Title II and Title IX activities. The person(s) must be aware of the duties and responsibilities and have the training necessary to carry out the responsibilities. Recipient lists coordinators of Section 504, Title II and Title IX with their name/title, address and phone number in the notice of nondiscrimination.

- SUMNER-EDDYVILLE-MILLER SCHOOLS identified the coordinators of Section 504, Title II, and Title IX in the interview process. However, the specific names and contact information was missing from the course catalog and faculty handbooks.
- Documentation to support findings:
  - Course catalog
  - Faculty, student, and parent handbooks
  - Interviews with Section 504, Title II, and Title IX coordinator
  - Student interviews
  - Interviews with faculty and staff

<b>Finding</b>	
<b>No evidence of non-compliance</b>	<b>Required Corrective Action: None</b>

**B. Annual Public Notification**

To be in compliance, recipients must:

Issue annual public notice of Nondiscrimination, Include a brief summary of program offerings and admission criteria in the annual notice. List Title IX and Section 504, Coordinators with their name/title, address, and telephone number in the annual notice. And Disseminate notice in the language of any national origin minority community.

<b>Finding</b>	
<b>No evidence of non-compliance</b>	<b>Required Corrective Action: None</b>

# Nebraska 2024-2025 SUMNER-EDDYVILLE-MILLER SCHOOLS Letter of Findings

## C. Grievance Procedure

A recipient must adopt and publish a grievance procedure providing for prompt and equitable resolution of student and employee complaints alleging any discrimination based on sex or disability.

Section 504: 34 CFR 104.7(b) Title IX: 34 CFR 106.8(b)

Title II: 28 CFR 35.107(b)

Recipient notifies students and employees that there is a grievance procedure for persons who feel they have been discriminated against based on sex or disability.

The procedure is readily available to students and employees, and it is prompt and equitable.

- SUMNER-EDDYVILLE-MILLER SCHOOLS published the grievance procedure in the majority of documents provided. However, it was missing from the course catalog.
- Documents provided:
  - Student handbook
  - Employee handbook
  - Data on complaints
  - Interviews with faculty, students, and administrators
  - Interviews with Section 504/ADA and Title IX coordinators

<b>Finding</b>	
<b>No evidence of non-compliance</b>	<b>Required Corrective Action:</b> None

## II. Site Location and Student Eligibility Criteria

### Site Location and Student Eligibility Criteria Issues

The Guidelines, Sections IV-A – IV-K, establish standards that site selection and criteria for student eligibility cannot have the purpose or effect of discriminating, segregating or excluding students on the basis of race, color, national origin, sex or disability.

Issues that could result in discrimination or segregation include the selection of sites for career/technical education facilities, establishing geographic residence requirements, establishing numerical limits on students from sending schools/colleges, additions to existing career/technical education facilities, and any other criteria that have the purpose or effect of disproportionately excluding students of a particular race, national origin, sex or disability.

All Career and Technical Education programs at SUMNER-EDDYVILLE-MILLER SCHOOLS do not have admission criteria for any student. All programs are also on the same site as the high school.

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<b>Finding</b>	
<b>No evidence of non-compliance</b>	<b>Required Corrective Action:</b> None

**III. Recruitment**

Recruitment Issues

Recruitment activities and materials should convey the message that all career/technical programs are open to all students without regard to race, color, national origin, sex or disability status. Information about career/technical education opportunities should be available to all potential students. Promotional materials should avoid stereotyping. Recruitment teams, to the extent possible, should represent persons of different races, national origins, sexes and disabilities.

- D. Recipients must ensure that counselors can effectively communicate with students with limited English proficiency and students with sensory impairments.

<b>Finding</b>	
<b>No evidence of non-compliance</b>	<b>Required Corrective Action:</b> None

**IV. Admissions**

Admission policies, procedures and criteria may not exclude students from career/technical programs on the basis of race, color, national origin, sex or disability. Where admissions criteria exclude a disproportionate number of persons of a particular race, color, national origin, sex or disability, the criteria should be validated as essential to success in the program. Preadmission inquiries about marital or disability status should be avoided.

**Not applicable to SUMNER-EDDYVILLE-MILLER SCHOOLS.**

**V. Student Financial Assistance**

Recipients are not to limit honors, awards and scholarships to a group on the basis of race, color, national origin, sex or disability unless such targeting is done to provide opportunities to members of a group that has not traditionally been represented. Outside agencies that provide awards are to be notified of the recipient’s nondiscrimination policy.

A recipient may administer or assist in the administration of scholarships, fellowships or other forms of financial assistance established pursuant to domestic or foreign will, trust, bequests or similar legal instruments or by acts of a foreign government that require that awards go to a student of a particular sex, race or national origin, or with a particular disability. However, the overall effect of such restricted awards and scholarships must not lead to discrimination in access to total scholarships on the basis of sex, race, national origin, or disability.

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While this is primarily a postsecondary issue, secondary schools helping to prepare students for postsecondary experiences can help disadvantaged students by being aware of this requirement because financial aid is often the stumbling block for those historically underrepresented in postsecondary education.

A. Financial assistance is available to all students regardless of sex, race, color, national origin or disability.

Title VI: 34 CFR 100.3(b) Title IX: 34 CFR 106.37

Section 504: 34 CFR 104.46(a)

Guidelines VI-B

<b>Finding</b>	
<b>No evidence of non-compliance</b>	<b>Required Corrective Action:</b> None

D. National origin minority persons with limited English language skills receive information about financial assistance in their own language.

Guidelines VI-B

<b>Finding</b>	
<b>No evidence of non-compliance</b>	<b>Required Corrective Action:</b> None <b>Commendation:</b> All scholarship and financials assistance information is easily and publicly accessible in both English and Spanish on the main school web page.

## VI. Counseling and Pre-Career and Technical Education

### Counseling Issues

Issues relating to counseling and prevocational programs may include steering of students toward particular courses or programs that are “traditional” for the student’s race, color, national origin, English language proficiency, sex or disability status. Services and materials related to counseling and recruitment must be free of discrimination and stereotyping in language, content and illustration. Interviews with counselors, teachers or courses /programs with disproportionate enrollment and students in “nontraditional” courses /programs may clarify compliance.

A. Recipients must ensure that their counseling materials and activities (including student program selection and career/employment selection), promotional and recruitment efforts do not discriminate on the basis of race, color, national origin, sex or disability.

Title IX: 34 CFR 106.21 (a)(b), Title IX: 34 CFR 106.36 (a), Title IX: 34 CFR 106.34, Section 504: 34 CFR 104.4 (a), and 104.34 (a) and (c) Section 504: 34 CFR 104.47 (b) Title II: 28 CFR 35.130 Guidelines V-A

SUMNER-EDDYVILLE-MILLER SCHOOLS has a guidance plan and procedures that ensure non-discrimination.

Documents provided:

- Guidance plan

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- Procedures for evaluation and placement of students with disabilities
- Promotional and recruitment materials
- Enrollment demographics
- Examples of counseling and pre-vocational activities

<b>Finding</b>	
<b>No evidence of non-compliance</b>	<b>Required Corrective Action:</b> None

**VII. Services for Students with Disabilities**

A. No qualified person with a disability is excluded from, denied benefits of or subjected to discrimination in any course, program, service or activity solely on the basis of disability. Section 504: 34 CFR 104.4(a) Title II: 28 CFR 35.130(a) Guidelines IV-N  
 SUMNER-EDDYVILLE-MILLER SCHOOLS has policies and procedures found within board policy. It is missing from the student/parent handbook.

<b>Finding</b>	<b>Special education policies and procedures are present in school board policies but not in student/parent handbook.</b>
<b>No evidence of non-compliance</b>	<b>Required Corrective Action:</b> None <b>Recommendation:</b> Add information regarding the special education procedures to the student/parent handbook. This may be as simple as referring to the relevant school board policy (6000 series).

H. A recipient that operates an **elementary or secondary program** or activity must provide a free, appropriate public education (FAPE) to each qualified disabled person in its jurisdiction. The recipient must have a system in place for the identification, evaluation and educational placement of these disabled persons. Placement decisions must be made by a group of persons, including persons knowledgeable about the child, the meaning of the evaluation, data and the placement options. The recipient must provide procedural safeguards through which parents or guardians may obtain an impartial review of the evaluation and placement actions. Section 504: 34 CFR 104.33, 35, and 36  
 SUMNER-EDDYVILLE-MILLER SCHOOLS has identification, evaluation and placement of persons with disabilities and include procedural safeguards.

Documents provided:

- FAPE policies and procedures
- List of materials and persons relied upon in the evaluation and placement process
- Section 504 plans, placement records, IEPs and similar records of students with disabilities placed in career/technical programs

<b>Finding</b>	
<b>No evidence of non-compliance</b>	<b>Required Corrective Action:</b> None

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**VIII. Work Study Cooperative Education, Job Placement, and Apprentice Training**

B. A recipient that assists employers and prospective employers in making employment opportunities available to any of its students must ensure that the employer does not discriminate on the basis of race, color, national origin, sex or disability in recruitment, hiring, placement, assignment to work tasks, hours of employment, levels of responsibility and pay. (Written agreements for work study are not required but where they exist they must include an assurance of nondiscrimination.)

Title VI: 34 CFR 100.3(b) Title IX: 34 CFR 106.38

Section 504: 34 CFR 104.46(b)

Guidelines VII-A

<b>Finding</b>	<b>Not applicable to Sumner-Eddyville-Miller Schools</b>
<b>No evidence of non-compliance</b>	<b>Required Corrective Action:</b> None

**X. Employment**

A. Recipients may not engage in any employment practice that discriminates against any employee or applicant for employment on the basis of sex or disability. Recipients may not engage in any employment practice that discriminates on the basis of race, color or national origin if such discrimination tends to result in segregation discrimination against students. Recipients may not make preemployment inquires concerning disability, marital or parental status. Title VI: 34 CFR 100.3(c) Title IX: 34 CFR 106.51, 106.57, and 106.60 Section 504: 34 CFR 104.13 and 104.14 Guidelines VIII-A

Documents provided:

- Employee handbook
- Job announcements
- Application form
- Vacancy announcements
- Published nondiscrimination statement
- Faculty salary schedules

<b>Finding</b>	<b>No notice of non-discrimination found in job/vacancy announcements, faculty salary schedules, or in board policy regarding staffing</b>
<b>Non-compliance</b>	<b>Required Corrective Action:</b> Add notice of non-discrimination to future job postings and announcements and add board policy on staff (4000 series) regarding non-discrimination in the hiring process.

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Date of ADA Site Visit: 11-25-2024

**Part 2. Accessibility Issues:**

A recipient may not exclude students with disabilities from enjoying the benefits of its programs or services because its facilities are inaccessible to or unusable by persons with disabilities. Applicable accessibility standards are determined by the date the facility was constructed or last renovated by the institution.

D. New construction under ADA Title II and 504 – Built after January 26, 1992; exercising the option to follow 1991 ADA Standards

Under Title II regulation – Construction or alteration of a facility or part of a facility initiated on or after March 15, 2012, follow 2010 ADA Standards

Each facility or part of a facility constructed by, on behalf of, or for the use of a recipient or public entity is designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by persons with disabilities. Conformance with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (1991 ADA Standards) (Appendix A to 34 CFR Part 36). Departures from particular requirements permitted when it is clearly evident that equivalent access to the facility or part of the facility is thereby provided.

Section 504: 34 CFR 104.23 Title II: 28 CFR 35.151

Citation	Findings	Location	Required Corrective Action
4.6	Designated accessible parking – current designated parking spaces at south side of school do not have signs mounted on posts or affixed to south wall of school, there are Visitor Parking wall signs and signs on posts for SEM School Foundation Booster Paid Parking	West activities gym entrance & Main entrance along north side of E. 5 <sup>th</sup> Street	Mount designated accessible parking signs on post 60” above ground level or affix to school building wall 60” above ground surface On accessible parking signs, include van accessible sign for stall on left side of access aisle
4.8 / 4.26	Ramps – existing sidewalk ramp crossing drainage trench near gym accessible parking needs handrail on both sides	Exterior ramp near west activities gym entrance	Add 2 <sup>nd</sup> ground mounted round handrail to match existing handrail 33” to 36” above ground surface
4.8 / 4.26	Ramps – interior hallways ramped floor only has handrail on one side	1 <sup>st</sup> floor south entry hallway in 3 story brick building and east 1 <sup>st</sup> floor hallway from 3 story brick building to 1990s addition	Add 2 <sup>nd</sup> wall mounted round handrail to match existing handrail 33” to 36” above finished floor / exterior sidewalk, provide 1 ½ inch clearance “knuckle room” between handrail & wall

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Citation	Findings	Location	Recommended Corrective Action
4.17	Toilet stall – accessible stall door coat hook higher than 48” above finished floor	New boys and girls restrooms on 1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> floor 2016 addition	Add 2 <sup>nd</sup> coat hook below existing, this coat hook needs to be 48” up off the finished floor
4.21	Accessible shower stalls – existing moveable shower heads are broken	1 <sup>st</sup> floor shower stall in boys and girls lockers north of the practice gym in 2016 addition	Replace boys and girls shower heads with a shower spray unit with a hose 59 inches long minimum that can be used both as a fixed-position shower head and as a hand-held shower. The shower spray unit shall have an on/off control with a non-positive shut-off. Shower spray units shall deliver water that is 120°F maximum. (Explore the Moen Magnetix product line if that could be used on your existing wall shower valve panel - <a href="https://www.moen.com/innovation/magnetix">https://www.moen.com/innovation/magnetix</a> )
4.21	Accessible shower stalls – no grab bars installed	1 <sup>st</sup> floor shower stall in boys and girls lockers north of the practice gym in 2016 addition	Install a grab bar between the existing shower spray unit and the shower wall corner, install 33” - 36” above the shower floor, grab bar needs to be 1 ¼” – 1 ½” diameter and mounted 1 ½” from wall, DO NOT install a grab bar across the back of the fold down shower bench
4.21	Accessible shower stalls – no shower bench installed	1 <sup>st</sup> floor shower stall in boys and girls lockers north of the practice gym in 2016 addition	Install a fold down shower benches in the boys and girls shower side walls adjacent the existing accessible spray unit, seat shall be mounted 17” to 19” from the shower room floor
4.23	No pipe covers on sinks in boys and girls restrooms	West activities gym lobby / lunchroom boys and girls restrooms	Add pipe covers below the sinks in the boys and girls restrooms
4.30	Directional Signage – no high contrast with braille signage for existing restrooms directing users to nearest fully accessible ADA restroom	West activities gym lobby / lunchroom boys and girls restrooms, CTE shop boys and girls restrooms	Add ADA directional signage mounted on wall between 48” – 60” above finished floor, signage needs to state accessible available at 1 <sup>st</sup> floor MR 1.1 & MR 1.2 location in 2016 addition. Signage needs to match existing 2016 ADA signage with white letters & picture grams on dark background with braille
4.30	Signage – boys and girls restroom signage installed on door which opens out, someone low vision or blind could have door pushed into them if finger reading sign	CTE Woods / Metals Shop	Move restroom signs to wall on latch side of restroom doors, place at 48” – 60” above finished floor
Other	No eye wash safety bottles evident	CTE Woods / Metals Shop	Install eye wash bottles 48” above finished floor by Shop handwash sink

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Citation	Findings	Location	Recommended Corrective Action
4.3	Accessible route – there are 4 steps up to enter the Music Room from the Gym / Elementary East Hallway. This is due to the Music Room built-in floor risers from 1980s construction	Teacher Workroom (W 106) / Band & Choral Music Room (W 107)	Keep accessible route from northside of the Gym thru the Teacher Workroom to the Music Room open and available as an alternative accessible route
4.27	Existing cookstove in former Life Skills kitchen has control on back behind burners	Former Life Skills Room	Is noted this room is a “Former Life Skills Room used by paras with small groups.” District does not have a FCS program or kitchen. Should a student with a disability have an IEP that specifies stove & oven use, switch out this existing cookstove with a model that has burner & oven controls on the front
4.10 / 4.11	Access to 2 <sup>nd</sup> floor wrestling practice deck off west side of main Gym	2 <sup>nd</sup> floor wrestling practice deck stairs	Should a student or staff with a longer-term injury or disability require access up & down these stairs your district may need to have an incline platform lift installed. (Graventa Lift has the Xpress II model which may fit in narrower straight stairs - <a href="https://www.graventalift.com/en/products/inclined-platform-lift/xpress-ii-straight.html">https://www.graventalift.com/en/products/inclined-platform-lift/xpress-ii-straight.html</a> ) It was discussed wrestling competition takes place in the main gym using moveable mats, and the 2019 Fitness Center addition has all the exercise training equipment
4.30	Accessible sidewalk to football bleacher and band seating	North on 2016 addition	There is an existing sidewalk traveling north that turns left to reach the elementary and preschool playgrounds and a hard surface ball court. That sidewalk could be extended to the east than north to the football bleachers and band seating. Those areas are now reached by traveling across the west football grass sidelines

December 7, 2024

Sumner-Eddyville-Miller School District  
205 E 5<sup>th</sup> Street  
Sumner, NE 68878

Dilia Castellanos  
PO Box 509  
Cozad, NE 69130

Dear Sumner-Eddyville-Miller School Board Members and Dr. Conradt,

I hope this letter finds you well. My name is Dilia Castellanos. I have been employed by Sumner-Eddyville-Miller School District as an ELL (English Language Learning) paraprofessional for 10 years. As the state of Nebraska is currently experiencing a teacher shortage, I have been offered an opportunity to earn a teaching license through the state by simply providing my teaching degree and a two-year contract with any school district.

I would like to be considered for the position of ELL teacher. I believe that I am qualified to hold a position as ELL teacher because I have worked as an ELL paraprofessional for 30 years. I hold a teaching degree from Grand Canyon University in K-6 and General Special Education. I am also currently taking ELL endorsement classes through the University of Nebraska in Kearney to further my ELL education.

I have proven that I can hold this position. I enjoy my job and would like to be hired as an ELL Teacher. A two-year contract offer from your school district would afford me the opportunity to earn my license in Nebraska and would fill a much-needed role in your school district.

Thank you for your time and attention to this matter. I appreciate your consideration and look forward to hearing from you soon. Thank you for the important decisions and all the hard work you do to make SEM a great and successful school district.

Sincerely,



Dilia Castellanos  
SEM ELL Coordinator