

## **Board of Education Regular Meeting**

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

Monday, February 10, 2025 7:00 PM

Mrs. Jennifer Anderson: Present

Mr. Kirby Burden: Present

Cynthia Burman: Present

Mr. Matthew Hothem: Present

Mrs. Laura Robbins: Present

Audrey Schipporeit: 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

Students recognized were k-3rd Braylen Hahn  
4th-8th Paizley Cumpston  
9-12 Katie Reiter

2.4. Recognition of Public Wishing to Address the Board

3. Consent Agenda

Motion to approve consent agenda was approved Passed with a motion by Mr. Matthew Hothem 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)
6. Business Items
  - 6.1. Board Member Communication
  - 6.2. Amend Policy 2010 Preparation for Board Meetings

Table until policy committee oks

Motion to...Table until policy committee oks Passed with a motion by Mr. Matthew Hothem and a second by Mrs. Laura Robbins.

Yea: 6, Nay: 0

- 6.3. Consider, Discuss & Approve Superintendent's Contract for the 2025-2026 School Term

Motion to approve the Superintendent contract for Benjamin Wright for the 2025-2026 school year was approved with change to section 12 for 1 year to find housing and amend original contract. Passed with a motion by Mr. Matthew Hothem and a second by Cynthia Burman.

Yea: 6, Nay: 0

- 6.4. Consider, Discuss and Approve Moving the March Board Meeting from March 10, 2025 to March 17, 2025

Motion to move the March 10, 2025 board meeting to March 17, 2025 was approved Passed with a motion by Audrey Schipporeit and a second by Mr. Kirby Burden.

Yea: 6, Nay: 0

7. Adjourn

Motion to adjourn at 7:29 p.m. Passed with a motion by Mrs. Jennifer Anderson and a second by Mrs. Laura Robbins.

Yea: 6, Nay: 0

**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 Febuary 10th <sup>2025</sup> @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 February 10th @ 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.

Laura Robbins ,  
SEM School Board Secretary

**TREASURER'S REPORT**  
**FEBRUARY 10TH , 2025**  
**All balances as of 01/31/2025**  
**Five Points Bank**

<b><u>Hot Lunch Fund:</u></b>	\$ 3664.98	-----
<hr style="border-top: 1px dashed black;"/>		
<b><u>General Fund Account Checking:</u></b>	\$ 475278.80	
<b><u>General Fund Clearing Account:</u></b>	\$ 3,000.00	
<b><u>General Fund ICS Account</u></b> <b><u>9582</u></b>		\$ 1,140,766.44
<hr style="border-top: 1px dashed black;"/>		
<b><u>SEM Building Savings Fund: #600407</u></b>	\$ 501,102.92	
<b><u>SEM Building Fund C.D. #95218202</u></b> Int 4.96% for 8 months Maturity date of February 14, 2025	\$ 97,054.27	
<b><u>SEM Building Checking Fund #10162</u></b>	\$ 200.00	
<hr style="border-top: 1px dashed black;"/>		
<b><u>SEM Depreciation ICU #9558</u></b>	\$ 428,891.65	
<b><u>SEM Depreciation Fund C.D. #95130312</u></b> Int. @2.13% for 30 months maturity 8/22/2025	\$ 96,525.27	
<b><u>SEM Depreciation Fund Checking #10154</u></b>	\$ 200.00	
<hr style="border-top: 1px dashed black;"/>		
<b><u>SEM Employee Benefit Fund Savings #600369</u></b>	\$ 534.86	
<b><u>SEM Employee Benefit Fund C.D. #95220158</u></b> Int. @ 4.26% Maturity Aug 28, 2025 7 mon term	\$ 45,686.37	
<hr style="border-top: 1px dashed black;"/>		
<b><u>SEM Student Fee Fund: #10378952</u></b>	\$ 0	
<b><u>SEM Bond Fund #10505857</u></b>	\$ 135,802.69	

# Revenue Journal

Fiscal Year: 2025

Entry Line	Date Account	Received From	Receipt Description	Accrue	Description	Bank ID/Account Receivable	Received
<b>Journal: 70</b>		<b>02/04/2025</b>	<b>Revenue Journal</b>				
<b>Entry</b>	<b>01/15/2025</b>	<b>Custer Co</b>	<b>46130.83</b>	<b>treasure</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-01125-000-000		Motor Vehicle Taxes			0.00	742.82
2	01-1-01100-000-000		Local District Taxes			0.00	44,876.91
3	01-1-01140-000-000		penalties and interest on taxes			0.00	152.85
4	01-1-03180-000-000		Prorate Motor Vehicle			0.00	279.68
5	01-1-02110-000-000		County Fines And License			0.00	78.57
<b>Totals for Entry 15947</b>						<b>0.00</b>	<b>46,130.83</b>
<b>Entry</b>	<b>01/15/2025</b>	<b>Buffalo Co</b>	<b>81937.72</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	1,875.87
2	01-1-01100-000-000		Local District Taxes			0.00	79,372.15
3	01-1-01140-000-000		penalties and interest on taxes			0.00	216.19
4	01-1-02110-000-000		County Fines And License			0.00	473.51
<b>Totals for Entry 15948</b>						<b>0.00</b>	<b>81,937.72</b>
<b>Entry</b>	<b>01/15/2025</b>	<b>Dawson Co</b>	<b>292669.56</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	4,035.78
2	01-1-01100-000-000		Local District Taxes			0.00	287,231.23
3	01-1-01140-000-000		penalties and interest on taxes			0.00	817.49
4	01-1-02110-000-000		County Fines And License			0.00	585.06
<b>Totals for Entry 15949</b>						<b>0.00</b>	<b>292,669.56</b>
<b>Entry</b>	<b>01/15/2025</b>	<b>state of ne</b>	<b>57706.00</b>	<b>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
2	01-1-04998-000-000		essers III			0.00	11,210.20
3	01-1-04525-000-000		Voc. Educational Carl Perkins			0.00	65,829.00
4	01-1-04998-000-000		essers III			0.00	2,998.00
5	01-1-04998-000-000		essers III			0.00	24,293.00
6	01-1-03120-000		Sped school Age			0.00	52,677.00
7	01-1-04505-000-000		Title 1 School Wide			0.00	48,537.00
8	01-1-04709-000-000		MECATEC / NASB Medicaid Consort.			0.00	583.27
9	01-1-03552-000-000		school safety and security			0.00	2,222.60
<b>Totals for Entry 15950</b>						<b>0.00</b>	<b>266,056.07</b>
<b>Entry</b>	<b>01/15/2025</b>	<b>esu #10</b>	<b>450</b>	<b>esu 10</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-02210-000-000		Esu Receipts			0.00	450.00
<b>Entry</b>	<b>01/15/2025</b>	<b>school specialty</b>	<b>13774.14</b>	<b>refund billing</b>	<b>A</b>	<b>GENERAL</b>	<b>Security State</b>
1	01-1-05600-000-000		Other Non-revenue Receipt			0.00	13,774.14
<b>Entry</b>	<b>01/15/2025</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>01/15/2025</b>	<b>lunch</b>	<b>1104.47</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	1,014.97
2	01-1-09000-001-000		Non Programed Receipt Eftps			0.00	89.50
<b>Totals for Entry 15954</b>						<b>0.00</b>	<b>1,104.47</b>
<b>Entry</b>	<b>01/15/2025</b>	<b>ne retirement</b>	<b>41045.49</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	41,045.49
<b>Entry</b>	<b>01/15/2025</b>	<b>lunch</b>	<b>4069.07</b>	<b>jan lunch 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	4,069.07

# Revenue Journal

Fiscal Year: 2025

Entry Line	Date Account	Received From	Receipt Description	Accrue	Description	Bank ID/Account Receivable	Received
<b>Totals for Journal 70</b>						<b>0.00</b>	<b>747,837.35</b>

**Bank Account Totals**

A	GENERAL CKING	Security State Bank	747,837.35
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**Fund Summary**

		Receivable	Received
01	GENERAL FUND	0.00	747,837.35

# Check and Deposit Slip Register

ALL Data

Cycle Number: 371  
 Period End: 01/31/2025  
 Check Date: 02/06/2025

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>						
<b>Fund: 01 GENERAL FUND</b>						
<b>A</b>	<b>GENERAL CKING Security State Bank</b>					
00123456	BAUER	Edith A Bauer	460.00	-135.19	324.81	35.19
00123457	BEAVERSJA	James D Beavers	5,200.22	-1,804.36	3,395.86	1,730.03
00123458	BENTANN	Ann C Bentley	380.00	-29.07	350.93	29.07
00123459	BERG	Marlin Berg	2,299.20	-175.89	2,123.31	175.89
00123460	BERGMARCI	Marcia Berg	3,321.10	-1,051.62	2,269.48	2,255.95
00123461	BOSAKJUSTI	Justin S. Bosak	6,688.31	-2,210.30	4,478.01	3,386.85
00123462	BOSAKMAND	Mandy L Bosak	3,653.27	-987.78	2,665.49	654.55
00123463	BOWIE	Tierra D Bowie	5,931.61	-1,974.87	3,956.74	3,274.62
00123464	BROWNE	Luke Browne	4,632.03	-1,526.44	3,105.59	2,477.28
00123465	BROWNEMM	Emme Brown	3,871.91	-1,075.19	2,796.72	1,499.12
00123466	BURDENCYRY	Crystal L Burden	4,790.49	-1,219.32	3,571.17	2,533.77
00123467	BURMANCYN	Cynthia Burman	2,745.87	-760.99	1,984.88	1,312.43
00123468	CARR	Hannah CARR	2,455.90	-710.85	1,745.05	1,256.30
00123469	CASTELLAN	Dilia Castellanos	3,169.98	-959.48	2,210.50	1,373.87
00123470	CLAFLIN	Traven Clafin	1,277.33	-97.71	1,179.62	97.71
00123471	CLAFLINTIF	Tiffany Clafin	4,143.35	-1,406.44	2,736.91	2,956.89
00123472	CONRADT	Candace Conradt	12,425.13	-4,272.02	8,153.11	2,131.61
00123473	DANIEGGLES	Dani Eggleston	1,964.32	-458.55	1,505.77	351.94
00123474	EGGLES	Marissa Eggleston	3,736.20	-1,180.25	2,555.95	2,319.44
00123475	EGGLESTON	Madiera G Eggleston	4,943.00	-1,590.82	3,352.18	3,110.65
00123476	EYNETICH	Brianna Eyenetich- Hanson	3,488.71	-1,091.93	2,396.78	2,276.72
00123477	FEESLIND	Linda K Fees	280.00	-21.42	258.58	21.42
00123478	FRANSCOT	Scott L Franzen	8,195.74	-2,645.36	5,550.38	3,661.86
00123479	FREEMANMI	Misty L. Freeman	463.88	-152.52	311.36	2,318.06
00123480	GURNEY	Brenna Gurney	2,891.19	-834.58	2,056.61	1,328.88
00123481	HOOSJANA	Jana Hoos	3,004.73	-394.73	2,610.00	241.55
00123482	HOTHEM	Katie Hothem	5,364.80	-1,926.81	3,437.99	3,152.81
00123483	HRASKYSHA	Shane Hrasky	140.00	-10.71	129.29	10.71
00123484	HUNTMEGAN	Megan Hunt	4,152.18	-1,764.21	2,387.97	1,552.58
00123485	JOHNCONJ	Connie J Johnson	2,556.78	-378.88	2,177.90	205.54
00123486	JONESDEBO	Deborah A Jones	6,456.83	-2,261.90	4,194.93	2,798.09
00123487	KAPPELERIK	Erika M. Kappel	6,454.41	-1,775.90	4,678.51	3,366.25
00123488	KARLBERG	Carol M. Karlberg	537.52	-41.12	496.40	41.12
00123489	KARLBERGK	Kurt M Karlberg	17.51	-1.34	16.17	1.34
00123490	KENTONTAM	Tammy R Kenton	6,849.66	-2,227.93	4,621.73	2,857.38
00123491	KLINT	Emily Klintworth	4,318.26	-1,383.38	2,934.88	2,420.81
00123492	LEETCHRIST	Christopher Leet	220.00	-16.83	203.17	16.83
00123493	LINEDARBY	Darby Line	2,299.20	-175.89	2,123.31	175.89
00123494	LONGRONA	Ronald R Long	700.00	-153.55	546.45	53.55
00123495	MARTIN	Colleen R Martin	3,736.20	-1,183.13	2,553.07	2,864.82
00123496	MCARTHURJ	John D McArthur	6,332.03	-1,938.09	4,393.94	3,344.80
00123497	MCKELOIS	Lois E Mc Kenzie	5,636.23	-2,011.32	3,624.91	1,802.95
00123498	MEYERDIET	Dietrich J Meyer	1,630.02	-222.07	1,407.95	131.04
00123499	OURADA	Angela R Ourada	6,051.36	-1,886.95	4,164.41	3,291.31
00123500	PERDOMO	Rosalinda Perdomo	2,379.51	-580.43	1,799.08	435.21
00123501	PFLASTER	Kinsey Pflaster	720.00	-57.98	662.02	55.08
00123502	PIERCEJEAN	Jean L. Pierce	6,035.39	-1,634.83	4,400.56	2,655.59

# Check and Deposit Slip Register

ALL Data

Cycle Number: 371  
 Period End: 01/31/2025  
 Check Date: 02/06/2025

Arranged by:  
 Check Number

Bank ID Email	Bank Account Chk Num	Bank Name Emp PR ID Employee Name	Earning	Deduction	Net	Fringe
	00123503	QUAD Nicole Quadhamer	2,095.42	-927.31	1,168.11	1,173.54
	00123504	ROBBINS Kyla Robbins	1,970.40	-460.33	1,510.07	353.02
	00123505	ROHDEBREN Brenda K Rohde	2,823.88	-760.09	2,063.79	1,322.23
	00123506	ROHDEJOHN John A Rohde	5,412.69	-2,107.59	3,305.10	2,423.44
	00123507	ROSENJAKE Jake Rosentreader	2,565.27	-423.71	2,141.56	206.23
	00123508	SCHROEDER Lana Schroeder	4,821.93	-1,407.27	3,414.66	3,075.82
	00123509	SCOVILLE Sarah Scoville	42.01	-12.40	29.61	7.36
	00123510	SHOEMAKER Kristi Shoemaker	5,844.70	-1,669.43	4,175.27	2,521.91
	00123511	SIMMONSAR Aaron Simmons	4,229.13	-1,450.25	2,778.88	2,426.17
	00123512	SINDTHOLLY Holly Sindt	5,229.08	-1,541.70	3,687.38	920.72
	00123513	SMITHLAURI Laurie L Smith	6,154.06	-2,413.42	3,740.64	3,309.78
	00123514	TRAMPETIFF Tiffany Trampe	5,415.85	-1,625.71	3,790.14	3,184.21
	00123515	UNICKMCKE Mckenna Unick	3,977.13	-1,111.22	2,865.91	1,517.56
	00123516	WILLIAMS Scott A. Williams	6,132.35	-2,399.63	3,732.72	3,305.50
	00123517	WISEMANHA Haley S. Wiseman-Kociemba	4,821.93	-1,479.46	3,342.47	1,652.16
<b>Fund Totals:</b>			230,537.19	-70,190.45	160,346.74	101,445.00
<b>Fund: 06 LUNCH FUND</b>						
<b>B HOT LUNCH CKING Security State Bank</b>						
	00012345	CLAFLIN A Aubree Clafin	2,204.00	-528.91	1,675.09	1,215.34
	00012346	CLEMENTAU Audrey Christine Clement	1,529.76	-400.98	1,128.78	274.09
	00012347	SCOVILLE Sarah Scoville	3,567.14	-1,053.11	2,514.03	2,874.22
<b>Fund Totals:</b>			7,300.90	-1,983.00	5,317.90	4,363.65
<b>Totals:</b>			237,838.09	-72,173.45	165,664.64	105,808.65
<b>Report Totals:</b>			237,838.09	-72,173.45	165,664.64	105,808.65

**Bank Account Totals**

Fund:

A	GENERAL CKING	Security State Bank	160,346.74
B	HOT LUNCH CKING	Security State Bank	5,317.90

## Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
<b>01 - GENERAL FUND</b>				
	00042602	02/07/2025	Aflac Administrative Services	2,914.59
	00042603	02/07/2025	Ameritas Life Insurance Corp	760.88
	00042604	02/07/2025	Apple Inc.	340.00
	00042605	02/07/2025	Blue Cross Blue Shield	64,461.70
	00042606	02/07/2025	B S N Sports LLC	168.73
	00042607	02/07/2025	BTU Services, Inc.	1,330.52
	00042608	02/07/2025	COZAD SERVICES	436.81
	00042609	02/07/2025	CREDIT MANAGEMENT SERVICE INC.	238.30
	00042610	02/07/2025	Culligan	363.96
	00042611	02/07/2025	Dawson Public Power	6,387.60
	00042612	02/07/2025	Dearborn National	143.98
	00042613	02/07/2025	Eakes office solutions	472.06
	00042614	02/07/2025	Eggleston Oil Company	488.97
	00042615	02/07/2025	Educational Service Unit 10	17,474.55
	00042616	02/07/2025	FIVE POINTS BANK	7,432.41
	00042617	02/07/2025	Frontier	195.60
	00042618	02/07/2025	General Fund Clearing Fun	2,530.85
	00042619	02/07/2025	Harco Athletic Reconditioning, Inc.	977.00
	00042620	02/07/2025	Harris School Solutions	319.35
	00042621	02/07/2025	Home Town Bank	42,182.98
	00042622	02/07/2025	Hometown Leasing	2,232.67
	00042623	02/07/2025	jennifer anderson	308.97
	00042624	02/07/2025	KSB School Law	1,335.00
	00042625	02/07/2025	Madison National Life Ins. Co., Inc.	709.49
	00042626	02/07/2025	Menards -- Kearney	236.72
	00042627	02/07/2025	MG Trust Company	350.00
	00042628	02/07/2025	Nebraska Child Support Payment Center	592.00
	00042629	02/07/2025	NEBRASKA ASSOCIATION OF SCHOOL BOARDS	660.00
	00042630	02/07/2025	Paper Tiger Shredding	50.00
	00042631	02/07/2025	PestoX	111.42
	00042632	02/07/2025	rasmussen mechanical services	1,918.56
	00042633	02/07/2025	Security State Bank	50,893.31
	00042634	02/07/2025	Sem Hot Lunch Fund	355.81
	00042635	02/07/2025	Sem Public School 24-0101	600.00
	00042636	02/07/2025	TK Elevator Corp	320.73
	00042637	02/07/2025	Twin Valley Automotive	4,442.63
	00042638	02/07/2025	University of Nebraska - Lincoln	1,370.00
	00042639	02/07/2025	Verizon Business	53.81
	00042640	02/07/2025	Village Uniform	618.18
	00042641	02/07/2025	Village Of Sumner	738.00
	00042642	02/07/2025	Walmart Community-Capital One	108.26

# Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
	00042643	02/07/2025	Yanda's Music And Pro Audio	169.25
<b>01 - GENERAL FUND Totals:</b>				<b>217,795.65</b>
<b>06 - LUNCH FUND</b>				
	00008545	02/07/2025	Ameritas Life Insurance Corp	34.40
	00008546	02/07/2025	Blue Cross Blue Shield	3,083.46
	00008547	02/07/2025	Cash-wa Distributing	8,550.37
	00008548	02/07/2025	Dearborn National	8.36
	00008549	02/07/2025	FIVE POINTS BANK	156.45
	00008550	02/07/2025	General Fund Clearing Fun	270.41
	00008551	02/07/2025	Home Town Bank	1,435.18
	00008552	02/07/2025	Madison National Life Ins. Co., Inc.	28.56
	00008553	02/07/2025	Security State Bank	1,461.05
	00008554	02/07/2025	Sem Hot Lunch Fund	139.19
<b>06 - LUNCH FUND Totals:</b>				<b>15,167.43</b>
<b>Report Total:</b>				<b>232,963.08</b>



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 02/01/2025

DESC CODE	DESCRIPTION	PREVIOUS BALANCE	CURRENT CHARGES	PAYMENTS	PRESENT BALANCE
NIS	NETWORK INFORMATION SERVICES	131.25			
1110	25775 TECHNICAL SUPPORT		281.25		
1110	JAN 2025- Payment - Thank you			131.25	
					281.25
SPED	SPECIAL EDUCATION	27,358.74			
1160	JAN 2025 SPED WORKSHOPS		100.00		
8500	JAN 2025 AUDIOLOGY BELOW 5		7.40		
8500	JAN 2025 AUDIOLOGY BELOW 5		7.40		
8505	JAN 2025 AUDIOLOGY SCHOOL		29.62		
8505	JAN 2025 AUDIOLOGY SCHOOL		29.62		
8605	JAN 2025 LICENSED MENTAL		1,000.00		
8605	JAN 2025 LICENSED MENTAL		1,000.00		
8100	JAN 2025 OT BELOW 5		165.79		
8100	JAN 2025 OT BELOW 5		165.79		
8105	JAN 2025 OT SCHOOL AGE		663.17		
8105	JAN 2025 OT SCHOOL AGE		663.17		
8400	JAN 2025 PSYCH SERV BELOW 5		297.42		
8400	JAN 2025 PSYCH SERV BELOW 5		297.42		
8405	JAN 2025 PSYCH SERV SCHOOL		1,189.67		
8405	JAN 2025 PSYCH SERV SCHOOL		1,189.67		
7900	JAN 2025 PT BELOW 5		46.50		
7900	JAN 2025 PT BELOW 5		46.50		
7905	JAN 2025 PT SCHOOL AGE		185.99		
7905	JAN 2025 PT SCHOOL AGE		185.99		
8000	JAN 2025 SPED SUPER BELOW 5		140.96		
8000	JAN 2025 SPED SUPER BELOW 5		140.96		
8005	JAN 2025 SPED SUPER SCHOOL		645.44		
8005	JAN 2025 SPED SUPER SCHOOL		645.44		
8200	JAN 2025 SPEECH PATH BELOW 5		1,667.16		
8205	JAN 2025 SPEECH PATH SCHOOL		418.77		
8205	JAN 2025 SPEECH PATH SCHOOL		5,815.32		
8305	JAN 2025 VISION SERV SCHOOL		331.75		
1240	JAN 2025 VOC EVALUATIONS		76.38		
8500	JAN 2025- Payment - Thank you			30.14	
1240	JAN 2025- Payment - Thank you			98.26	
8505	JAN 2025- Payment - Thank you			120.54	
7900	JAN 2025- Payment - Thank you			230.20	
8000	JAN 2025- Payment - Thank you			447.56	
8100	JAN 2025- Payment - Thank you			451.78	
8305	JAN 2025- Payment - Thank you			591.47	



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 02/01/2025

DESC CODE	DESCRIPTION	PREVIOUS BALANCE	CURRENT CHARGES	PAYMENTS	PRESENT BALANCE
7905	JAN 2025- Payment - Thank you			920.76	
8400	JAN 2025- Payment - Thank you			1,017.20	
8105	JAN 2025- Payment - Thank you			1,807.16	
8005	JAN 2025- Payment - Thank you			1,962.18	
8605	JAN 2025- Payment - Thank you			2,000.00	
8200	JAN 2025- Payment - Thank you			2,722.54	
8405	JAN 2025- Payment - Thank you			4,068.78	
8205	JAN 2025- Payment - Thank you			10,890.17	
					17,153.30
TL	TEACHING & LEARNING	0.00			
1170	25827-1 TEACHING & LEARNING		20.00		
1170	25827-2 TEACHING & LEARNING		20.00		
					40.00

YOUR CANCELLED CHECK WILL SERVE AS YOUR RECEIPT

TOTAL PREVBAL	TOTAL CHARGES	TOTAL PAYMENT	TOTAL BAL DUE
\$27,489.99	\$17,474.55	\$27,489.99	\$17,474.55

## Negotiations

SEM Board Conference Room  
205 E 5th Avenue  
Sumner, NE 68878

Monday, January 13, 2025 6:00 PM

Mrs. Jennifer Anderson: Present  
Mr. Kirby Burden: Present  
Cynthia Burman: Present  
Mr. Matthew Hothem: Present  
Mrs. Laura Robbins: Present  
Audrey Schipporeit: Present

1. Declaration of Intend -- Open Meetings Act

2. Call to Order

2.1. Pledge of Allegiance

2.2. Roll Call of Members

3. Business Items

**Items 3.1-3.7 may be in executive session**

3.1. Collective Bargaining

SEMEA provided two attachments: 1) The School Year, SEM Base Salary & Negotiated Change 2) Their proposal of items they would like for the 2025-26 school year  
The board left and after a discussion returned to the board and offered the following:  
1 PTO day, and \$1,200 on the Base to make the base \$39,520.  
SEMEA declined and came back with they needed \$40,000 as the base.  
The board agreed to giving the teachers a \$40,000 base for the 2025-2026 school year.

Motion to go into executive session at 6:02 pm Passed with a motion by Mr. Kirby Burden and a second by Mrs. Jennifer Anderson.

Yea: 6, Nay: 0

Motion to move out of executive session at 6:46 pm Passed with a motion by Mrs. Jennifer Anderson and a second by Mrs. Laura Robbins.

Yea: 6, Nay: 0

#### 4. Adjourn

Meeting adjourned at 6:46 pm

## January Regular Meeting

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

Monday, January 13, 2025 7:00 PM

Mrs. Jennifer Anderson:	Present
Mr. Kirby Burden:	Present
Cynthia Burman:	Present
Mr. Matthew Hothem:	Present
Mrs. Laura Robbins:	Present
Audrey Schipporeit:	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

students of the month recognized were Dayson Barber k-3, Kinzley Hays 4-8 Shayden Schreiner 9-12

2.4. Recognition of Public Wishing to Address the Board

3. Oath of Office (Policy 2004) Administered by Dr. Conradt

cindy burman and audrey schripporeit read aloud

4. Board Member Conflict of Interest Statement (Policy 2005)

Kirby , Cindy , and Matt need to fill out form

5. Organizational Meeting of the Board of Education (Policy 2002)

5.1. Election of Officers

Matt Hothem Nominated Kirby Burden for President and Laura Robbins elected Jennifer Anderson for President, Kirby won with 4 votes Jennifer had 2 votes.  
Laura Robbins nominated Jennifer Anderson for vice president and Jennifer Anderson was elected Vice President with only 5 votes  
Jennifer Anderson nominated Laura Robbins for Secretary and Laura Robbins was elected secretary with 6 votes

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

motion for Kris Shoemaker be appointed treasurer 2025 Passed with a motion by Mr. Matthew Hothem and a second by Mrs. Laura Robbins.

Yea: 6, Nay: 0

5.2. Appointments by Board President to Committees

Building and Grounds- Matt Hothem, Kirby Burden, and Cindy Burman

Negotiations- Jennifer Anderson, Laura Robbins, Cindy Burman

Budget and Finance- Jennifer Anderson, Laura Robbins

Americanism- Jennifer Anderson, Kirby Burden, and Audrey Schippereit

Policy and Procedures- Matt Hothem, Kirby Burden, and Audrey Schrippereit

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)

Move that the board designate the firm of KSB School Law as the attorneys authorized to provide the school district with legal counsel Passed with a motion by Mrs. Jennifer Anderson and a second by Cynthia Burman.

Yea: 6, Nay: 0

8. Designate Five Points Bank as the Depository Bank for Sumner-Eddyville-Miller School District

Move to designate Five Points Bank as the Depository Bank for Sumner-Eddyville-Miller School District Passed with a motion by Mr. Matthew Hothem and a second by Mrs. Laura Robbins.

Yea: 6, Nay: 0

9. Designate Elm Creek's Beacon Observer as the District's Newspaper of Record (Policy 2008)

motion approved for Beacon Observer as districts paper Passed with a motion by Audrey Schipporeit and a second by Mr. Kirby Burden.  
Yea: 6, Nay: 0

#### 10. Appointment of Dr. Candace Conradt as the District's Non-discrimination Compliance Coordinator (Policy 3057)

Move to appoint Dr. Conradt as the District's Non-discrimination Compliance Coordinator Passed with a motion by Cynthia Burman and a second by Mrs. Laura Robbins.  
Yea: 6, Nay: 0

#### 11. Consent Agenda

##### 11.1. Approval of the Monthly bills, Claims and Payroll

Motion approved for consent agenda Passed with a motion by Mr. Matthew Hothem and a second by Mrs. Jennifer Anderson.  
Yea: 6, Nay: 0

##### 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

2025-26 Base pay be \$40,000

#### 14. Business Items

Motion approved base pay \$40,000 Passed with a motion by Mrs. Jennifer Anderson and a second by Mrs. Laura Robbins.  
Yea: 6, Nay: 0

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

A motion to amend the December minutes with the correction of KSB School recommended not NASB Passed with a motion by Mr. Matthew Hothem and a second by Mrs. Jennifer Anderson.  
Yea: 6, Nay: 0

##### 14.2. Approve the Amended December 2024 Minutes

Motion to Approve the amended the December 2024 minutes Passed with a motion by Mr. Matthew Hothem and a second by Mrs. Laura Robbins.

Yea: 6, Nay: 0

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

Motion to approve resignation Lois Mckenzie Passed with a motion by Mr. Matthew Hothem and a second by Mr. Kirby Burden.

Yea: 6, Nay: 0

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

Motion to approve resignation of Deb Jones Passed with a motion by Mr. Matthew Hothem and a second by Cynthia Burman.

Yea: 6, Nay: 0

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

Motion to approve Jean Pierce resignation Passed with a motion by Mrs. Jennifer Anderson and a second by Audrey Schipporeit.

Yea: 6, Nay: 0

14.6. NSCAS Scores

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

Motion to approve the ESU 10 Special Education Contract for the 2025-26 school year Passed with a motion by Mrs. Jennifer Anderson and a second by Mr. Kirby Burden.

Yea: 6, Nay: 0

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).

Motion approved Mrs Dilia Castellanos contract for two school years Passed with a motion by Mr. Matthew Hothem and a second by Audrey Schipporeit.

Yea: 6, Nay: 0

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

Motion approved potential action on \$40,000 base pay Passed with a motion by Mrs. Jennifer Anderson and a second by Mrs. Laura Robbins.

Yea: 6, Nay: 0

14.12. Superintendent Search Discussion

Motion to approve superintendent search Passed with a motion by Mr. Matthew Hothem and a second by Cynthia Burman.

Yea: 6, Nay: 0

#### 15. Adjourn

Motion to adjourn at 7:58 p.m. Passed with a motion by Mrs. Jennifer Anderson and a second by Mrs. Laura Robbins.

Yea: 6, Nay: 0

## Superintendent Search School Board Meeting

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

Wednesday, January 15, 2025 4:00 PM

Mrs. Jennifer Anderson:	Present
Mr. Kirby Burden:	Present
Cynthia Burman:	Present
Mr. Matthew Hothem:	Present
Mrs. Laura Robbins:	Present
Audrey Schipporeit:	Present

1. Declaration of Intend -- Open Meetings Act

2. Call to Order

2.1. Pledge of Allegiance

2.2. Roll Call of Members

2.2.1. Recognition of Public wishing to address the Board

3. Business

3.1. Review and discussion of applications for the Superintendent position

Shari Becker-NASB and Cobly Coash were present and introductions were made . There were 8 applicants for the SEM superintendent position,

Motion to move into executive session to prevent needless injury of the applicants at 4:10 p.m.  
Passed with a motion by Cynthia Burman and a second by Mrs. Jennifer Anderson.

Yea: 6, Nay: 0

3.2. Selection of interview candidates.

All Board members selected 4 applicants to interview and revised and finalized interview questions

Motion to move out of executive session at 5:04p.m. Passed with a motion by Mr. Matthew Hothem and a second by Mr. Kirby Burden.

Yea: 6, Nay: 0

#### 4. Adjourn

Motion to adjourn meeting at 5:35p.m. Passed with a motion by Mr. Matthew Hothem and a second by Mrs. Jennifer Anderson.

Yea: 6, Nay: 0

## Superintendent Interviews

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

Monday, January 20, 2025 1:00 PM

Mrs. Jennifer Anderson:	Present
Mr. Kirby Burden:	Present
Cynthia Burman:	Present
Mr. Matthew Hothem:	Present
Mrs. Laura Robbins:	Present
Audrey Schipporeit:	Present

1. Declaration of Intend – Open Meetings Act

2. Call to Order

2.1. Pledge of Allegiance

2.2. Roll Call of Members

2.2.1. Business Items

2.2.2. Superintendent interviews

3 candiddates were interviewed.

2.2.3. Discussion of interview candidates

2.2.4. Review of Stakeholder feedback

2.2.5. Closed session for negotiations discussion for the Superintendent position

Motion to move into executive session to protect reputation of candidates at 4:46p.m. Passed with a motion by Mrs. Jennifer Anderson and a second by Cynthia Burman.

Yea: 6, Nay: 0

2.2.6. Discuss and take necessary action to approve negotiations with Superintendent candidate.

Board authorized board president to negotiate the offer with candidate A. Kirby and Jennifer spoke with candidate A over the phone Updated contract was emailed to the candidate.

Motion to come out of executive session at 5:49p.m Passed with a motion by Audrey Schipporeit and a second by Mr. Kirby Burden.

Yea: 6, Nay: 0

Motion to negotiate the offer to candidate A Passed with a motion by Mr. Matthew Hothem and a second by Mrs. Jennifer Anderson.

Yea: 6, Nay: 0

2.2.7. Motion to negotiate with 2nd candidate if necessary and the board likes the second candidate.

### 3. Adjourn

Motion to adjourn the meeting at 6:14p.m.rn Passed with a motion by Cynthia Burman and a second by Audrey Schipporeit.

Yea: 6, Nay: 0

# February Board Meeting

## **PreK-3rd Grade: Braylin Hahn**

Braylin is a hard worker! She is helpful and is a kind student. Way to go Braylin!

## **4th - 8th Grade: Paizlie Cumpston**

Paizlie has really focused this 3rd quarter and is doing her best work!! Way to go Paizlie.

## **9th - 12th Grade: Katie Reiter**

Katie engages with each student she interacts with, even if they're not a close friend. She encourages herself and peers to persevere and work hard. She has worked exceptionally well in classes and on scholarships to achieve her best and lead friends and teammates to do the same.

I am continuing with teacher evaluations until the end of April.

FKC basketball finished up last week

FKC wrestling for both boys and girls was also held last week. Ellie S. and Sophia M, both got 1st place for the girls. Maddox J, Clay S

District wrestling for the girls was also on Friday and Sat in Falls City.

Boys District wrestling is this Friday and Sat. in Wilcox/Hildreth.

We have filled the 9-12 Science position with the hire of Ramsey Hunt. We are still taking applications for the Elementary Title Position and a 7-12 Math Position.

Girls basketball subdistricts will start on Monday the 17th at the highest seed in our district. Looks like Anselmo-Merna

Boys basketball subdistricts will start on Monday the 24th at the highest seed in our district. Looks like it could be us or Ansley/Litchfield.

Girls State Wrestling is on the 18th and 19th in Omaha. Boys state wrestling is on the 20th, 21st and 22nd in Omaha.

We have a No School on Thursday and Friday this week for Parent Teachers Conferences. We will have a half a day teacher inservice on Thursday, with various meetings scheduled.

## **5004 Option Enrollment**

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for ensuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

### **1. Definitions**

- a. Option Student Defined.** Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.
- d. Elementary School Defined.** Elementary school means grades K - 6.
- e. Middle School Defined.** Middle school means grades 7 - 8.
- f. High School Defined.** High school means grades 9 through 12.

**2. Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

**3. Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

**4. Standards for Acceptance or Rejection of Option Students.**

- a. Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been identified as a student with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.
- b. Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.
- c. Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.
- d. Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

- i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
    - ii. Would require the procurement of new equipment, technology, or furnishings;
    - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
    - iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
    - v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.
  - e. **Prohibited Standards.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.
  - f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:
    - i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;
    - ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.
  - g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.
- 5. False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.

- 6. Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.
- 7. Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.
- 8. Procedure for Students Optioning Into or Out of the School District.**
  - a.** The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.
  - b.** On or before April 1<sup>st</sup>, the school district shall notify the parent or legal guardian of any student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.
- 9. Late Applications and Requests for Release**
  - a.** The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15<sup>th</sup> under the following conditions:
    - i.** When the district has already entered into contracts with teaching staff for the following school year;
    - ii.** When the district has already contracted for the performance of specific services for the student;
    - iii.** When the release of the student would have a negative financial impact or loss of revenue for the district.

- b.** The board of education will approve late applications to option into the district under the following conditions:
  - i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;
  - ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy.
- c.** The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15<sup>th</sup> no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

#### **10. Students Who Do Not Need a Release from the Resident District**

- a.** A student does not need to be released from his/her resident district or the option school district the student is attending at the time of application under the following circumstances:
  - i. When the student has relocated to a different resident school district after February 1
  - ii. When a student's option school district merges with another district effective after February 1
- b.** The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

#### **11. Cancellation of Option.**

Students who option either into or out of the school district shall:

- a.** Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the

option school district and the resident school district for approval for the following year.

- b.** Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

**12. Authority of Superintendent.**

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

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

Revised on: July 8, 2024

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

# OPEN HOUSE

**S-E-M Preschool**  
205 E 5th Ave, Sumner  
308-752-2925



Thursday, March 27,  
2025  
6:00pm



- Meet the teacher and staff
- Learn about enrollment and requirements
- Learn about available resources

SEM School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its program and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.

**Preschool Open House**  
**Thursday, March 27, 2025**  
**6:00 pm**

**Presenters:**

**Ms. Melva Pavelka – Early Development Network Services Coordinator**  
**Mrs. Danielle Valenti – ESU 10 Speech Coordinator**  
**Dr. Candace Conratt – SEM Superintendent**  
**Mrs. Lana Schroeder – SEM Preschool Teacher**

**Parents will receive a free book on the importance of reading to your preschool child.**  
**Each parent will receive a free book for their child.**

**Parents will learn about our preschool enrollment and requirements, available resources, and learn about the priority order of selection of children into the program. An acceptance letter, waiting list letter, or a rejection letter will be mailed by April 22, 2025.**

**We assume we will have 7 returning preschoolers.**

**Before our March Board Meeting we have several options to investigate more fully:**

**5 days full days**

**4 days full days – 1 day teacher prep and home visits**

**3 full days – 4 yr olds**

**2 full days – 3 yr olds**

**Who will propose the choice we send to the board? Lana Schroeder, Scott Franzen and Dr. Conratt.** Scott and I have been on zoom and phone calls with Libbie Puncochar, Early Childhood PD Specialist , ESU 10, Melody Hobson, Early Childhood Administrator, Nebraska Department of Education, and Emly Daberkow, Early Childhood Education Specialist, Nebraska Department of Education. They are sending information on curriculum, Gold testing, and many resources. We have at least one of these people will come out to visit and give us advice.

**We will present the best choice to the board at the March meeting. Much will depend on the number of children we believe we will have in our program and the pros and cons of each choice.**

**Activities/Meetings**

Tuesday, January 14	Basketball Game vs. Kearney Catholic
Wednesday, January 15	Zoom with Appetgy Zoom with Budget & Grants Management, NDE IEP Mtg.
Friday, January 17	No School – Professional Development – MTSS Meeting - AM
Tuesday, January 21	Basketball @ Anselmo-Merna
Tuesday, January 28	Basketball @ Litchfield
Wednesday, January 29	Meeting with ESU 10 Speech Pathologist
Thursday, January 30	Zoom with Libby Puncochar, ESU 10
Wednesday, January 8	ESU 10 Superintendent's Mtg. – AM Basketball vs. Amherst
Monday, February 3	FKC Girls Basketball @ Overton vs. Wilcox/Hildreth
Tuesday, February 4	Admin. Mtg. Meeting with Kindergarten teacher and special support team
Wednesday, February 5	FKC Boys Basketball @ Amherst vs. Loomis Senior Student – College Signing IEP Mtg.
Thursday, February 6	FKC Boys Wrestling @ Shelton FKC Girls Basketball @ Pleasanton
Friday, February 7	FKC Boys Basketball @ Kearney Catholic vs. Amherst
Saturday, February 8	FKC Basketball Finals @ Kearney Public School

**Option Enrollment**

Effective July 19, 2024 the Enrollment Option Program was updated as follows:

The Enrollment Option Program allows a student entering kindergarten through twelfth grade to attend a different public school district other than the school district they reside in. The option shall be available once during elementary school, once during middle school or junior high school, and once during high school for a total of three times to each student, except that the option does not count toward such limitation if such option meets or is met at the time of the option as prescribed in Section 79-234 of the Nebraska Revised Statute.

**Important Filing Information****September 1**

- Earliest date for submitting the Enrollment Option Application to the Option District for the next school year.

**March 15**

- Deadline for filing applications with the Option District without requiring Resident District approval in addition to the Option District's approval.
- School boards may, by Board of Education policy, set deadlines later than March 15. When applications are submitted after the March 15 deadline, both school districts may, upon mutual agreement, waive deadlines.

**April 1**

- Final date for option district to respond to application.

The authorized official must indicate the date the application was accepted or rejected in Section 3 of the Application for Student Transfer.

**Parent Teacher Conferences**

Parent Teacher Conferences will be held this Thursday, February 13, 2025 from 1:00-7:30 pm  
During the morning we have teachers working on the 25-26 calendar and some Crisis Team Training.

**ACT Test**

All Juniors will be taking the ACT test in the morning on March 25, 2025.

All Sophomores will be taking the PreACT test in the afternoon on March 25, 2025.

**All Certificated (Teachers) SEM Staff**

All Certificated Staff, who have not resigned, will be receiving contracts for the 2025-2026 school year. Signed contracts are due on or before March 15, 2025 at 3:40 pm

**March Committee Meetings:**

Americanism @ 6:00 pm in the Conference Room before the board meeting.

2/7/2025

Greetings! The purpose of this communication is to provide updates to educators from the Nebraska Department of Education regarding ongoing work in the area of early literacy. Plans and initiatives continue to evolve, but we are pleased to provide an update of progress at this point in time. By working together, we will positively impact student literacy across the state.

### **Literacy Goals**

The State Board of Education has set a goal of increasing third-grade proficiency on NSCAS ELA to 75% by 2030. The 2024 NSCAS 3rd Grade ELA state average of 59% proficient, as well as decreases in NAEP Reading scores serve as a call to action. It will take the efforts of all stakeholders to ensure that Nebraska students have strong literacy skills. Additional sub goals include reaching an increase in the % of Nebraska K-3 students who meet the Nebraska Reading Improvement Act approved assessment thresholds, and ensuring that 100% of Nebraska educator preparation programs are implementing evidence-based instruction for teachers that is grounded in evidence-based reading practices.

### **The Nebraska Literacy Project**

The Nebraska Literacy Project Plan was approved by the State Board of Education on February 7, 2025. The Nebraska Literacy Project Plan provides a framework for Nebraska educators and other stakeholders to work together to positively impact literacy for all Nebraska students.

### **Legislative Requirements**

Recent legislation has added both professional development and reporting elements in the area of literacy. This includes requirements for the NDE and for all districts in the state. As of 2024, additions have been made to the Nebraska Reading Improvement Act (NRIA) via Nebraska Revised State Statute 79-2607. These changes include:

- The State Department of Education shall develop and implement a professional learning system to help provide sustained professional learning and training regarding evidence-based reading instruction for teachers who teach children from four years of age through third grade.
- Elementary schools and early childhood education programs approved by the State Board of Education shall ensure that teachers who teach children from four years of age through third grade are aware of the professional learning system

and are adequately trained regarding evidence-based reading instruction to effectively instruct students in reading.

- The State Department of Education shall work with educational service units to provide regional coaches to approved or accredited elementary schools to provide assistance and job-embedded training relating to evidence-based reading instruction to teachers who teach students in kindergarten through third grade.

The NDE is in the process of addressing additional NRIA legislative requirements that impact all districts in the state. Key elements of this work include determining professional development options that would provide "adequate" training for teachers, a process for districts to provide assurance that they have "adequately" trained teachers in evidence-based reading instruction, and collaboration with ESUs to develop a coaching structure that would provide continuing support for literacy efforts.

### **NDE Approved Professional Development for Early Literacy**

The NDE has currently identified and is working with the following four programs to gather efficacy data for professional learning opportunities. These programs would be considered as "meeting assurance expectations" of providing adequate training for teachers in evidence-based reading instruction.

- UNL Nebraska WORDS ([nebraskawords.unl.edu](http://nebraskawords.unl.edu))
- UNO Early Literacy Workshop ([UNO Early Literacy Workshop](#))
- UNK Project RISE for Pre-K ([UNK Project RISE](#))
- Lexia LETRS

### **Approval for Future Professional Development**

Moving forward, the NDE has convened a Literacy Advisory Panel comprised of individuals with strong knowledge of foundational literacy. A workgroup from this panel is in the process of refining a rubric that will be used to establish a shared Nebraska vision for effective professional learning in Science of Reading, and to approve future professional development options. This is a work in progress, but it is hoped that additional information can be shared during the summer of 2025 in order to allow access to the rubric and information about processes for submitting future options for review.

## **Potential NDE Supports and Funding Streams**

[Nebraska Revised State Statute 79-2607](#) included dedicated funding to assist with regional literacy coaches. The initial professional development in foundational literacy that is articulated in the statute may be funded through other funding sources as districts work to assure that teachers who teach children from four years of age through third grade are adequately trained regarding evidence-based reading instruction. Some funding sources include district professional learning funds, Title IA, and Title IIA. In addition, private funding sources may also be available. Specifically, the UNO Early Literacy Workshop has private partnerships that may assist. Additionally, the NDE was the recipient of a significant federal grant, the Comprehensive Literacy State Development (CLSD) grant. Details are still being finalized but we hope to have an application process available through the Grants Management System (GMS) later this Spring. Below is some information that can be shared at this time.

## **Nebraska Comprehensive Literacy State Development (CLSD) Grant**

Anticipated funding: \*

	Grant Award Notice (GAN)							
	Year 1	Year 2	Year 3	Year 4	Year 5	Total		
	\$11,020,244	\$10,971,745	\$10,982,797	\$10,994,203	\$11,030,978	\$54,999,967		
	0.95	0.95	0.95	0.95	0.95	0.95		
<b>Subaward At Least</b>	\$10,469,231.80	\$10,423,157.75	\$10,433,657.15	\$10,444,492.85	\$10,479,429.10	<b>\$52,249,968.65</b>	Amount that must be subawarded	

\*While continued funding is anticipated, the NDE's original Grant Award Notice (GAN) contains the following statement:

*This award supports only the Year 1 Budget period. In accordance with 34 CFR 75.253, the Secretary considers, among other things, continued funding if:*

- 1) *Congress has appropriated sufficient funds under the program;*
- 2) *The Department determines that continuing the project would be in the best interest of the Government;*

Notable CLSD grant requirements for the NDE include:

- At least 95% of the roughly \$11 million per year must be awarded to eligible entities.
- Awards must be competitively awarded.
- Awards must be of sufficient size to carry out high-quality literacy instruction in each grade level that is funded.
- Awards must serve a diversity of geographic areas.

- Awards may serve any of the following age/grade bands and the NDE is required to ensure that the overall total of subawards aligns to the following:
  - Not less than 15 percent to programs and activities pertaining to children from birth through kindergarten entry;
  - Not less than 40 percent to programs and activities, allocated equitably among grades of Kindergarten through grade 5;
  - Not less than 40 percent to programs and activities, allocated equitably among grades 6-12.

Eligible Entities:

Eligible entity means an entity that consists of—

- (a) One or more LEAs that serve a high percentage of high-need schools and—
  - (1) Have the highest number or proportion of children who are counted under section 1124(c)\* of the ESEA, in comparison to other LEAs in the State;
  - (2) Are among the LEAs in the State with the highest number or percentages of children reading or writing below grade level, based on the most currently available State academic assessment data under section 1111(b)(2) of the ESEA; or
  - (3) Serve a significant number or percentage of schools that are implementing comprehensive support and improvement activities and targeted support and improvement activities under section 1111(d) of the ESEA;
- (b) One or more early childhood education programs serving low-income or otherwise disadvantaged children, which may include home-based literacy programs for pre-school-aged children, that have a demonstrated record of providing comprehensive literacy instruction for the age group such program proposes to serve; or
- (c) An LEA, described in paragraph (a), or consortium of such LEAs, or an early childhood education program, which may include home-based literacy programs for preschool-aged children, acting in partnership with one or more public or private nonprofit organizations or agencies (which may include early

childhood education programs) that have a demonstrated record of effectiveness in—

- (1) Improving literacy achievement of children, consistent with the purposes of participation under the CLSD program, from birth through grade 12; and
- (2) Providing professional development in comprehensive literacy instruction.

\*ESEA Section 1124 (c) counts:

1. Children aged 5-17 in poverty
2. Children in foster care
3. Children in institutions for neglected or delinquent children
4. Children in families receiving assistance under the Temporary Assistance for Needy Families (TANF) program.

CLSD Goals

**Goal 1: Cohesion and alignment of statewide tools and resources**

Objective 1a: Update of Nebraska's Statewide Literacy Plan

Objective 1b: Supplement Nebraska's statewide literacy coach network

Objective 1c: Creation of tools and resources to ensure families and caregivers, including early childhood education centers, can equip literacy at home

**Goal 2: Statewide teacher and leader training and preparation in structured literacy and the Science of Reading encompassing strategies from early childhood through adult literacy**

Objective 2a: Large scale professional learning based upon evidence-based instructional practices for increasing literacy

Objective 2b: Collaborate with Educator Preparation Programs (EPPs) to ensure the preparation of teachers in Nebraska is based on structured literacy and the Science of Reading

**Goal 3: Support the selection, implementation, and continuation of high-quality instructional materials and evidence-based practices to promote adequacy in resources for underserved students in early learning programs and school settings.**

Objective 3a: Support the selection and implementation of high-quality instructional materials to promote adequate resources through inclusive programs.

Objective 3b: Address the impacts of COVID-19 through continuing best-practices ESSER investment to expand access to high-quality learning by removing barriers through the implementation of inclusive programs.

- Allowable activities must align to the goals and include these broad categories (list is not exhaustive):
  - Professional learning
  - Literacy coaching
  - Standards-aligned ELA instructional materials (HQIM) or implementation support of HQIM
  - Addressing chronic absenteeism
  - Tutoring or extended day learning
  - Family Literacy
  - Collaboration to strengthen instruction in Grades 6-12
- Applicants will apply for Year 1 awards competitively with renewals for Years 2-5 (assuming activities are being carried out as applied for)
- We anticipate structuring awards in the following manner, although it could be subject to change if there are insufficient applicants in one or more tiers:

# Students Served	Year 1	Year 2	Year 3	Year 4	Year 5	Award Total Up To	Up to # Awards
Tier 1 Less than 1,000	\$25,000	\$75,000	\$75,000	\$75,000	\$75,000	<b>\$325,000</b>	20
Tier 2 1,000 - 5,000	\$95,000	\$300,000	\$300,000	\$300,000	\$300,000	<b>\$1,295,000</b>	18
Tier 3 5,000 or more	\$200,000	\$500,000	\$500,000	\$500,000	\$500,000	<b>\$2,200,000</b>	10

Tentative timeline:

- We hope to have applications available in the GMS by the end of March and appreciate your patience. The application has to be built and the contents of the application approved by NDE's legal team.
- The application will be available for at least 45 days.
- The NDE will require at least 45 days to review applications.
- Awards could be announced mid-summer. Note that Year 1 funding is lower because awards will come late in the fiscal year (October 1- September 30)
- Year 2 funds will be made available October 1, 2025.
- As with other federal grants, grant recipients will engage in approved activities then request reimbursement for expenditures.
- CLSD funds will carryover.

### **What you can do now**

- Review any needs assessment of your literacy program that you may have recently conducted, such as your Continuous School Improvement process, Title I program, NeMTSS, etc. Consider literacy needs from now through September 30, 2029. Any CLSD application must be informed by a needs assessment and will require the completion of a dedicated literacy needs assessment.
- Identify a literacy leadership team of at least two members who would be responsible for carrying out grant activities.
- Consider the age/grade bands you would prioritize.

We will plan to have another update the first week in March, if not sooner, and will include an FAQ document with that update. In the meantime, if you have questions, please contact:

[Allyson DenBeste](#)

Academic Officer  
(531) 310-2897

[Victoria Katzberg](#)

Literacy Program Specialist  
(531) 350-4524

## **2025 Board Subcommittees**

### **Budget & Finance**

Jennifer Andersen, Laura Robbins, & Audrey Schipporeit

### **Negotiations**

Jennifer Andersen, Cindy Burman, & Laura Robbins

### **Building/Grounds & Transportation**

Kirby Burden, Cindy Burman, & Matt Hothem

### **Americanism & Curriculum**

Jennifer Anderson, Kirby Burden, & Audrey Schipporeit

### **Policy & Handbooks**

Kirby Burden, Matt Hothem, & Audrey Schipporeit

KAREN A. HAASE <sup>NE, SD, IA, WY</sup>  
STEVE WILLIAMS <sup>NE, SD</sup>  
BOBBY TRUHE <sup>NE, SD</sup>  
COADY H. PRUETT <sup>NE, SD, CO</sup>  
JORDAN JOHNSON <sup>NE, SD, WY</sup>



TYLER COVERDALE <sup>SD</sup>  
SARA HENTO <sup>SD, NE</sup>  
AMANDA DABNEY <sup>NE</sup>  
SHARI RUSSELL, Paralegal

**PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION  
FOR BOARD MEMBERS ONLY**

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**M E M O R A N D U M**

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**TO:** Board of Education for Sumner-Eddyville-Miller Schools  
**FROM:** Coady H. Pruett  
**DATE:** January 13, 2025  
**RE:** Board Member Communication

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**I. INTRODUCTION**

Board President Hothem shared with me that one or more board members have recently been sending text messages to the entire board discussing school district business. Board President Hothem asked us to prepare this brief, informal memorandum to discuss the extent to which such messages are subject to a public records request. This memo also summarizes some of the issues under the Open Meetings Act for board members' activities outside of board meetings. We summarize our advice below.

**II. DISCUSSION**

**A. Text messages by and between school board members related to the business or operations of the school district are public records subject to disclosure.**

In general, unless expressly prohibited by another statute or unless a specific exception applies, public records are generally subject to inspection or disclosure. NEB. REV. STAT. § 84-712(1). Nebraska law defines "public

206 SOUTH 13<sup>TH</sup> STREET, SUITE 1100  
LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO  
KSBSCHOOLLAW.COM  
(402) 804-8000

300 NORTH DAKOTA AVENUE, SUITE 609  
P.O. Box 2281  
SIOUX FALLS, SOUTH DAKOTA 57104

*ATTORNEYS LICENSED IN STATES INDICATED*

records” as including “all records and documents, regardless of physical form, of or belonging to this state, any county, city, village, political subdivision,” including public school districts. *Id.* § 74-712.01(1). Additionally, any data “which is a public record in its original form shall remain a public record when maintained in computer files.” *Id.*

In a 2015 disposition letter, the Office of the Attorney General of Nebraska made clear that when “text messages by and between city officials related to the official business” of the city, they are public records subject to disclosure under Nebraska’s public records laws. Atty’ Gen. Op. No. 15-R-118, *City of Omaha and Mayor Jean Stothert; Omaha World Herald* (May 14, 2015). In that case, the Omaha World Herald requested from the City of Omaha “to review or obtain copies of all text message correspondence between Mayor Jean Stothert and any Omaha City Council member or City of Omaha department head between March 23, 2015, and today.” The City denied the request on the grounds<sup>1</sup> that the text messages were not public records under the definition in NEB. REV. STAT. § 74-712.01(1).

The AG rejected the City’s argument, concluding that in general text messages made in the course of public business by government officials are public records. This is true even if the text messages themselves are not within the physical possession of the governmental entity and are merely sent on individual government officials’ cell phones.

As a result, any text messages (or other electronic communication) that you send—whether to another board member, an administrator, or anyone else—that relates to the school district’s business or operations—are considered public records and are subject to disclosure. This is true even when you are using your personal cell phone or device.

## **B. Open Meetings Act Issues**

This section discusses guidance regarding whether certain interactions by board members outside of a board meeting are subject to the Open Meetings Act, Neb. Rev. Stat. §§ 84-1707 to 84-1414 (the “Act”). When answering this question, it is important to remember that the stated intent of the Act is:

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

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<sup>1</sup> The City also based its denial on alleged privacy concerns and federal law, both of which grounds were rejected by the Office of the Attorney General.

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FOR BOARD MEMBERS ONLY

As a reminder, any school board member “who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.” *Id.* at 84-1414(4).

The Act’s requirements only apply to a “public body” at a “meeting.”

**Public Body.** A “public body” only includes:

- A quorum of the school board;
- School board “advisory committees” (a committee that provides advice to a quorum of a school board on how to act on a school board topic according to *File No. 14-M-115; 5 School Feasibility Committee* (December 11, 2014); and
- Subcommittees, but ONLY if:
  - A quorum of the board attends, OR
  - The subcommittee is holding hearings, making policy, or taking formal action on behalf of school board.

**Meetings.** Meetings include all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or taking of any action of the public body. Meetings do not include:

- Chance meetings
- Attendance at or travel to workshops or conventions as long as:
  - Meeting not intentionally convened
  - No vote or other action taken over public body business
- Gathering of quorum if no interaction or discussion of public business

**Electronic Communications.** Section 84-1410(4) provides in part:

No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

The Nebraska Attorney General has interpreted this section to mean that a quorum can communicate electronically as long as there is no course of communication which becomes sufficiently involved so as to evidence an intent or purpose to circumvent the Act. *Op. Att’y Gen. No. 04007* (March 8, 2004). This means that:

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FOR BOARD MEMBERS ONLY

- An exchange or sharing of **facts** by a quorum or less than a quorum of the board by e-mail or text is not subject to the Act (although this exchange is a public record that is subject to disclosure upon request).
- An **exchange of ideas** or **discussion** of those facts by e-mail or text with less than a quorum of the board is not subject to the Act (although this exchange is a public record that is subject to disclosure upon request).
- An **exchange of ideas** or **discussion** of those facts by e-mail or text with a quorum of the board **IS** subject to the Act (and this exchange is a public record that is subject to disclosure upon request)

**Common Areas of Confusion.** The following interactions by board members would constitute a meeting under the Open Meetings Act:

- A meeting between a state senator and a quorum of the members of a local school board to discuss legislation *Government, Military and Veterans' Affairs Committee Hearing on LB 43*, 88th Nebraska Legislature, First Session (1983) at 5-8.
- Informational briefing attended by a quorum, even if no action is taken. In *Johnson v. Nebraska Environmental Control Council*, 2 Neb. App. 263, 509 N.W.2d 21 (Neb. Ct. App. 1993).
- An "informational and educational" gathering of board members where members generally discuss matters pertaining to their subdivision, hear reports from various department heads of the subdivision as to their duties, and learn the workings of the entity. *Op. Att'y Gen. No. 92043* (March 17, 1992).
- A gathering "for the purpose of receiving training or doing planning (such as a retreat)." *Op. Att'y Gen. No. 04027* (October 20, 2004).
- Discussions in connection with the hiring of an employee. *Op. Att'y Gen. No. 94035* (May 11, 1994).
- Interviews with job candidates. *Op. Att'y Gen. No. 94035* (May 11, 1994).
- The board president calling board members on the telephone to "poll" them and secure their approval for a contract. *File No. 10-M-107; Beatrice Public Sch. Bd. of Ed.* (June 3, 2010).

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FOR BOARD MEMBERS ONLY

- Conversations between board member using electronic communications to elicit responses and further communication. A “serial communication” – a series of e-mails that each involves less than a majority of a quorum but that collectively involves a majority of a quorum - to deliberate towards a decision. *Op. Att’y Gen. No. 04007* (March 8, 2004).

The Act **does not apply** to:

- Topics that are not board or school business. Board members may discuss with one another or anyone else non-board matters such as the weather, sports, personal news, vacation plans, world events, or similar topics beyond the scope of the board’s responsibilities;
- Ministerial board matters such as scheduling meetings, the items that will appear on which meeting’s agenda, members’ travel arrangements, logistical arrangements for an award ceremony, or similar topics; or
- Discussion of board business with non-board members (although it may not be advisable);
- A subgroup of less than a quorum of the governing body attending an informational session. In other words, non-quorum gatherings intended to obtain information or voice opinions. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007). Best Practice: share the information received with the public.
- Informal tour and dinner, even if attended by a quorum of public body, is not a meeting under the Open Meetings Act if there is no interaction or discussion among members of the body regarding policymaking for the public body. *Schauer v. Grooms*, 280 Neb. 426, 786 N.W. 2d 909 (2010). There is no meeting of a public body based upon the unspoken thoughts of its members who happen to be sitting in the same room. *Id.*
- Communication by members of a public body by electronic means, even if that communication is directed to a quorum of the body, so long as there is no course of communication which becomes “sufficiently involved” so as to evidence an intent or purpose to circumvent the Act. *Op. Att’y Gen. No. 04007* (March 8, 2004).

**Perception Can Be Political Reality.** The law is clear that not all communications or chance meetings between board members are impermissible. However, we must caution board members that some patrons seem to believe that any time two or more board members are together, they must be secretly discussing school business. Two cases illustrate this point and provide a good example of why board members need to be careful about the effect their lawful “non-meeting” behavior can have on patrons.

In *Rauert v. School Dist. 1-R*, 251 Neb. 135 (1996), the school board irked some of its patrons when it authorized renovations to school property without voter approval. The patrons sued to overturn the actions of the school board. The disgruntled patrons alleged that a quorum of the board met in the office of the superintendent of schools on a regular basis before the beginning of most board meetings, discussed and decided business at these “clandestine” meetings, signed checks to pay claims before those claims were approved at the public meeting, and moved and voted on business at the public meeting with little or no discussion in order to deprive the public of the right to be fully informed as to the exact nature of the business before the board. However, none of the witnesses alleging these violations could provide specific dates on which they observed a quorum of the board members meeting, nor could they indicate whether any discussion of business occurred at these alleged meetings. The court ultimately found that the board did not violate any laws, including the Act.

In *Schauer v. Grooms*, 280 Neb. 426 (2010), a husband and wife sought to invalidate the annexation by the city of neighboring vacant agricultural land through the use of tax increment financing (TIF) for the construction of an ethanol plant. During this process, three of five city council members plus the mayor attended a dinner and tour of an ethanol facility similar to the one proposed for their community. The mayor and one council member watched a video about ethanol production while the two other council members toured the facility. All four of the individuals then ate dinner at the same restaurant, but they did not “eat dinner together.” All of them testified that on the day of the tour/dinner, they did not discuss or receive information associated with the annexation, they did not hold any formal or informal hearings, and they did not make policy or take any formal action on behalf of the city council. The landowners claimed that the informal tour and dinner was a public meeting for which no public notice was given. However, the event did not qualify as a meeting under Neb. Rev. Stat. § 84-1409(2). The court ultimately found that the board did not violate any laws, including the Act.

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While the board members in *Rauert* and *Schauer* did not break the law or violate the Act, these cases illustrate that disgruntled patrons will not hesitate to claim that board members are holding secret meetings, especially when highly political and hotly contested issues are before the board.

**III. CONCLUSION**

We hope that this memorandum is helpful. If you have any questions, please let me know.

**1002**  
**Creation, Amendment, and Distribution of Board of Education Policies**

Each of these policies shall become the official policy of the school district when the board has approved it by majority vote of the members present at any lawfully convened meeting of the board.

It shall generally be the practice of the board to adopt or amend any policy after a single reading at any regular or special board meeting. However, the board may, in its discretion, review policies at multiple meetings prior to taking action.

Each policy shall bear the date when it was adopted, revised or reviewed.

The superintendent shall distribute copies of these policies to all members of the board, maintain a master copy in the central office, and see to it that the policies are maintained on the school district's web site.

**Annual Review**

The board shall review all policies at least once every three years. Nebraska statutes require an annual review and/or hearing to solicit public comment on these specific policies:

Parental Involvement Policy

Title I Parental Involvement Policy

(NOTE: These first two are distinct parental involvement policies, and both must be reviewed annually.)

Student Fees Policy

Bullying

Multicultural Education

Student Assessment

Teacher Evaluation

Student Academic Performance

## Safety and Security Committee

### Attendance and Excessive Absenteeism

The board may update or add policies as needed. The board shall determine the number of copies of policies to be made and their distribution. The superintendent shall maintain an up-to-date master copy of the policies in the main administrative office. Unless otherwise directed by the board, the master copy shall be considered the official district policy manual.

Adopted on: February 14, 2022

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

Reviewed on: February 12, 2024

**2010**  
**Preparation for Board Meetings**

The superintendent will create the agenda and board packet in consultation with the board president. The materials will be sent or delivered to each board member in advance of the meeting. Members of the public have no entitlement to place an item on the board's agenda, but may address the board during the next meeting at which the board receives public comment. The agenda shall be placed on the district's website at least 24 hours before the school board meeting and shall remain available on the website for at least six months.

Adopted on: July 10, 2023

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

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

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT SUMNER-EDDYVILLE-MILLER SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Sumner-Eddyville-Miller Schools**, legally known as **Dawson County School District 24-0101**, and referred to as "the Board" and "the District" respectively, and **Ben Wright**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of 2 year(s) beginning on July 1, 2025, and expiring on June 30, 2027. References to "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup>. The Superintendent's generally expected working days shall consist of all days Monday through Friday, but generally not Saturdays and Sundays and any holidays or leave days listed in Section 11. However, the Superintendent will work all days necessary to complete the Superintendent's duties, even if those are weekend days or holidays. The Superintendent shall keep complete and accurate records of working days and shall provide the Board of Education with a report of the accumulated working days at least quarterly.

**Section 2. Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular December 2026 board meeting (and each December thereafter)** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular November meeting** of each year of this contract and shall make the renewal of the Superintendent's employment contract an agenda item for the regular **December** board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

**Section 3. Salary.** The Superintendent's salary for the contract year shall be \$130,000.00 which shall be paid in 12 equal monthly installments beginning in the month of August 2025. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the

contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Superintendent and Board may agree.

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

**Section 6. Superintendent's Duties.** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote the Superintendent's time, skill, labor and attention to all required duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties

and obligations as long as they do not interfere with carrying out the Superintendent's duties and obligations to the District.

**Section 7. Board-Superintendent Relationship.** The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

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

**Section 9. Disability.** If the Superintendent is unable to perform any of the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period

of more than sixty (60) days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

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

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

- a. Health Insurance.** Health insurance through the District's health insurance carrier for the employee; employee and children; employee and spouse; or employee, spouse, and children (as applicable).
- b. Dental Insurance.** Dental insurance through the District's health insurance carrier for the employee; employee and children; employee and spouse; or employee, spouse, and children (as applicable).
- c. Life Insurance.** Term life insurance with a total death benefit of ten-Thousand Dollars (\$10,000) with the option to purchase an additional coverage.
- d. Sick Leave.** The Superintendent shall be entitled to ten (10) days of sick leave per year which may accumulate to a total of forty (40) days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of sick days accrued and used and shall provide the Board with a report of accumulated sick days at least quarterly and upon request. The Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.

- e. Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the District's carrier at the Superintendent's own expense.
- f. Vacation.** The Superintendent shall have twenty (20) vacation days for the initial contract year which the Superintendent may use at times the Superintendent chooses so long as the absence does not interfere with the proper performance of the Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the initial contract year, the Board shall give the Superintendent the number of vacation days necessary to restore the total to twenty (20) days. For example, if the Superintendent uses 12 days of vacation one year, the Board will provide the Superintendent with 12 days the following year to bring the total vacation days back to 20. The Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of all vacation days and shall provide the Board of Education with a report of accumulated vacation days at least quarterly and upon request. The Board may require the Superintendent to use vacation days and shall compensate the Superintendent for unused vacation days upon the conclusion of employment at a rate of **\$100.00** per day.
- g. Professional Development.** The Superintendent is expected to continue and seek professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.

- h. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the following two organizations: \_\_\_\_\_.
- i. Holidays.** The Superintendent shall receive the following holidays off without loss of pay or having to take a paid leave day: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. The Superintendent shall receive annually three (3) additional "floating" paid holidays to be used at the Superintendent's discretion.
- j. Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that the Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Superintendent up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.
- k. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$10,000 or more.

**Section 12. Residence/Domicile in District.** The Superintendent shall establish domicile and principal residence within the boundaries of the District as they exist on the first duty day under the terms of this contract; and, the Superintendent shall maintain domicile and residence within the boundaries of the District during the term of this contract, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent does not establish domicile and principal place of residence within the District at the commencement of employment, the Superintendent shall move the Superintendent's domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose

of this paragraph to require the Superintendent to, at all times during such employment, live and maintain domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the District; (3) to be involved in school and community activities bringing the Superintendent in contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which the Superintendent is the educational leader.

**Section 13. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 14. Compensation Upon Termination and Credit for Accrued Vacation.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

**Section 15. Evaluation.** The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make the Superintendent evaluation an agenda item for the regular **December** Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

**Section 16. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by carrying out the Superintendent's duties properly. If a legal action, including a professional practice complaint, is

threatened or filed against the Superintendent as a result of the Superintendent's performance of duties or position as the Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the Superintendent acted in good faith and in a manner which the Superintendent reasonably believed to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that the Superintendent's conduct was unlawful.

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

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

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

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

**Section 21. Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration

shall not affect the validity or enforcement of the remaining provisions of this contract.

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

**Executed by the Board this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

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

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

**Executed by the Superintendent this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
Superintendent