

Regular Monthly Meeting of the Kearney Public Schools Board of Education
Kearney Public Schools Board of Education
Monday, August 11, 2025 at 5:30 PM
2nd Floor Staff Development Room, Administration Building
320 W 24th Street
Kearney, NE 68845

1. Routine Business

1.A. Call to Order

President Icenogle called the meeting to order at 5:30 PM.

1.B. Open Meetings Act Announcement

This is an open, public meeting of the Kearney Public Schools Board of Education, and a copy of the Open Meetings Act is posted in this room.

1.C. Board Meeting Decorum Expectations

1.D. Pledge of Allegiance

1.E. Roll Call

Attendance Taken at 5:32 PM.

Drew Blessing:	Absent
Amy Barth:	Present
Niki Deeds:	Present
Paul Hazard:	Present
John Icenogle:	Present
Amanda Smallcomb:	Present

1.E.I. Excuse Absent Board Member

Move to excuse absent Board member Drew Blessing from the meeting. This motion, made by John Icenogle and seconded by Amanda Smallcomb, Passed.
Drew Blessing: Absent, Amy Barth: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea
Yea: 5, Nay: 0, Absent: 1

1.F. Approval of the Agenda

Move to approve the agenda for the meeting, as presented. This motion, made by John Icenogle and seconded by Amanda Smallcomb, Passed.
Drew Blessing: Absent, Amy Barth: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea
Yea: 5, Nay: 0, Absent: 1

2. Recognitions

2.A. Recognition of Jason Owens, Principal at Hanny Arram Center for Success, for Being Named the Region IV Outstanding New Principal by the Nebraska State Association of Secondary School Principals (NSASSP)

- Jason Owens, Principal at Hanny Arram Center for Success, thanked the Board of Education for recognizing him. He stated that he is really lucky to be working at Hanny Arram with such great teachers because they really make a difference for the kids. Board members commended Mr. Owens on the culture he has created and for helping so many students.

2.B. Recognition of Amber Lewis, Principal at Horizon Middle School, for Being Named the Region IV Middle School Principal of the Year by the Nebraska State Association of Secondary School Principals (NSASSP)

- Amber Lewis, Principal of Horizon Middle School, mentioned that it is nice to be recognized along with Mr. Owens and Mrs. Jones. She added that her job is easier because of the work that they do. Board members congratulated Mrs. Lewis on her achievements and the positive impact that she has on her school.

2.C. Recognition of Erin Jones, Assistant Principal at Sunrise Middle School, for Being Named the Region IV Assistant Middle School Principal of the Year by the Nebraska State Association of Secondary School Principals (NSASSP)

- Erin Jones, Assistant Principal of Sunrise Middle School, thanked Board members for all of their support. She added that she couldn't do what she does without the support of the Board, the Executive Cabinet, and the entire district team. Board members expressed their gratitude for everything Mrs. Jones does for our students.

3. **Presentations**

3.A. Presentation from Erikka Rhodes, JAG Career Specialist at Hanny Arram Center for Success about the JAG Program

- Erikka Rhodes, JAG teacher at Hanny Arram Center for Success, presented an overview of the JAG program, highlighting the program's successes and goals for the upcoming year. She shared data on student participation, barriers, and achievements, including a success story about a student who graduated early and secured employment. Mrs. Rhodes outlined plans for the upcoming year, including increasing college visits, career fairs, and leadership conferences. She expressed the importance of service learning and community engagement, including plans for a mural project and a mental health initiative.

3.B. Construction Update

- Lisa Amen with BD Construction gave an update on the construction projects finishing up and continuing throughout the district.

3.C. Notice of Settlement Claims

- Superintendent Jason Mundorf reported on a settlement claim including a student at Kearney High School who sustained an injury in a lab. The settlement was reached for a lump sum of \$67,500, paid by Kearney Public Schools' liability insurance. Mr. Mundorf

added that settlements of \$50,000 or more must be publicly notified, but no vote is required.

4. **Public Participation/Comment**

- One patron addressed the Board.

5. **Board Reports**

6. **Consent Agenda**

Move to approve the items on the Consent Agenda, as presented. This motion, made by Niki Deeds and seconded by Paul Hazard, Passed.

Drew Blessing: Absent, Amanda Smallcomb: Abstain (With Conflict), Amy Barth: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea

Yea: 4, Nay: 0, Absent: 1, Abstain (With Conflict): 1

6.A. Approval of Minutes of the July 14, 2025 Regular Meeting and the August 6, 2025 Board Committee of the Whole Meeting of the Board of Education

6.B. Approval of the August 2025 Claims

6.C. Approval of the August 2025 Financial Reports

6.D. Acceptance of the Sunrise Middle School Parent Advisory Committee Annual Self-Audit Report for the 2024-2025 School Year

6.E. Acceptance of the Kearney Band Parents Association Annual Self-Audit Report for the 2024-2025 School Year

6.F. Acceptance of the Park Elementary School PTO Annual Self-Audit Report for the 2024-2025 School Year

6.G. Acceptance of the Kenwood Elementary School PTO Annual Self-Audit Report for the 2024-2025 School Year

6.H. Approval of Kearney High School JROTC Trip to the Pioneer Raider Meet, September 12-13, 2025 in Leavenworth, Kansas

6.I. Recognition of the Kearney Education Association as the Exclusive Bargaining Agent for All Non-Supervisory Certificated Staff in the Kearney Public Schools for the 2027-2028 Contract Year

6.J. Approval of the 2025-2026 Kearney Public Schools Certified and Classified Staff Handbooks and the 2025-2026 Facilities Handbook

6.K. Second and Final Reading Approval of New and Revised Board Policies - 1340 Community Relations; 4002 Personnel; 5001 Admission Requirements: 5401 Anti-discrimination, Anti-harassment & Anti-retaliation; 3290 Internal Controls;

3730 Procurement Plan; 4030 Transportation Employees & Form A; 5101 Student Discipline-Electronic Devices; 5004 Full-time and Part-time Enrollment; 5201 Promotion and Retention & Repeat Grade Form; 5202 Notification of Rights Under FERPA; 6420 Association Activities; 5503 (new) Foster Care Student Transportation; Rescission of 6260 Title I Parental/Community Engagement in Schools

7. Regular Agenda - Personnel

7.A. Approval of the Employment of Certificated Staff

Move to employ the certificated staff at Kearney Public Schools for the 2025-2026 school year, as presented. This motion, made by John Icenogle and seconded by Amanda Smallcomb, Passed.

Drew Blessing: Absent, Amy Barth: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea

Yea: 5, Nay: 0, Absent: 1

8. Regular Agenda - Business

9. Regular Agenda - Miscellaneous

9.A. Approval of the Memorandum of Understanding with Central Community College for Dual Credit Classes

- Clint Edwards, 6-12 Education Director, noted that there are no changes to this MOU. It is a continuation of the same program and benefits for students.

Move to approve the MOU with Central Community College for Dual Credit Classes, as presented. This motion, made by Paul Hazard and seconded by Amy Barth, Passed.

Drew Blessing: Absent, Amy Barth: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea

Yea: 5, Nay: 0, Absent: 1

9.B. Approval of the Memorandum of Understanding with UNK for Dual Credit Classes

- Board members highlighted the popularity of these programs and the cost savings for students.

Move to approve the MOU with UNK for Dual Credit Classes, as presented. This motion, made by Paul Hazard and seconded by Niki Deeds, Passed.

Drew Blessing: Absent, Amy Barth: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea

Yea: 5, Nay: 0, Absent: 1

9.C. Approval of Kearney Public Schools 2025-2026 Emergency Operations Plan

- Jeff Schwartz, Director of Student Services and Safety, reported that this is the fourth year that the Emergency Operations Plan (EOP) has been required for every school in the

state. Each school has an individual EOP specific to their building, and training is done at each site. Board members emphasized the importance of safety and preparedness.

Move to approve of Kearney Public Schools 2025-2026 Emergency Operations Plan, as presented. This motion, made by John Icenogle and seconded by Amanda Smallcomb, Passed.

Drew Blessing: Absent, Amy Barth: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea

Yea: 5, Nay: 0, Absent: 1

9.D. Set the Date for the Special Budget Retreat Meeting

- Mr. Mundorf spoke about the need for a board retreat meeting to focus on the budget for the upcoming year. The date of the Annual Budget Hearing will be decided at the Budget Retreat Meeting on August 25, 2025.

Move to set Monday, August 25, 2025 at 12:00 noon in the first floor conference room of the Administration Building, 320 West 24th St., Kearney NE, for a special budget retreat meeting of the Board of Education. This motion, made by John Icenogle and seconded by Niki Deeds, Passed.

Drew Blessing: Absent, Amy Barth: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea

Yea: 5, Nay: 0, Absent: 1

9.E. Discuss Changes to the Elementary Feeder Schools and Their Feeding to Horizon and Sunrise Middle Schools to Balance District 6-8 Enrollment in Future Years. Elementary feeders that will be specifically discussed include Buffalo Hills, Kenwood, and Emerson Elementary Schools.

- Mr. Mundorf presented information about possible middle school enrollment options.
- Mr. Icenogle introduced the discussion on changes to elementary feeder schools to balance enrollment between Horizon and Sunrise Middle Schools. Many options were discussed, including:
 - A sixth and seventh grade site
 - A seventh and eighth grade site
 - Switching the middle schools that Kenwood Elementary and Emerson Elementary students move to at 6th grade
 - Switching the middle schools that Buffalo Hills Elementary and Emerson Elementary students move to at 6th grade
- Board members expressed their opinions on the pros and cons of each option, considering factors such as class size, the team concept, staffing, and traffic.
- Mr. Icenogle added that now is the time for the community to share their input.

10. Next Meeting

11. Adjournment

- Meeting was adjourned at 6:49 PM.
Move to adjourn the meeting. This motion, made by John Icenogle and seconded by Paul Hazard, Passed.

Drew Blessing: Absent, Amy Barth: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John
Icenogle: Yea, Amanda Smallcomb: Yea
Yea: 5, Nay: 0, Absent: 1

Notice of Meeting

This meeting was publicized in the Kearney Hub on August 7, 2025; radio stations KGFW and
KKPR; and KSNB and KHGI T.V.

Drew Blessing, Secretary

Public Hearing and Regular Meeting
Kearney Public Schools Board of Education
Monday, July 14, 2025 at 5:30 PM
2nd Floor Staff Development Room, Administration Building
320 W 24th Street
Kearney, NE 68845

1. Public Hearing for Additional Property Tax Request Authority

1.A. Convene Hearing

- Hearing convened at 5:30 PM.

1.B. Presentation, Discussion and Public Input

- Meagan Kerschner, Director of Finance, presented information requesting access to the district's additional property tax request authority by up to an additional 5%, or other maximum as permitted by law, above the base growth percentage.

1.C. Close Hearing

2. Routine Business

2.A. Call to Order

President Icenogle called the meeting to order at 5:36 PM.

2.B. Open Meetings Act Announcement

2.C. Board Meeting Decorum Expectations

2.D. Pledge of Allegiance

2.E. Roll Call

Attendance Taken at 5:37 PM.

Amy Barth: Present

Drew Blessing: Present

Niki Deeds: Present

Paul Hazard: Present

John Icenogle: Present

Amanda Smallcomb: Present

2.E.I. Excuse Absent Board Member

2.F. Approval of the Agenda

Move to approve the agenda for the meeting, as presented. This motion, made by John Icenogle and seconded by Drew Blessing, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle:

Yea, Amanda Smallcomb: Yea

Yea: 6, Nay: 0

3. Recognitions

3.A. Recognition of the Kearney High School Girls Basketball Team and Head Coach Drew Danielson for Receiving the 2024-2025 Nebraska Coaches Association Academic Excellence Award

- Drew Danielson, Kearney High School Girls Basketball Coach, reported that this year they had a really special team and receiving this award is a testament to the culture that is being built.

3.B. Recognition of Head Coach Nate Polacek and the Kearney High School Girls Track Individual State Champions and Runners-Up

- Nate Polacek, Kearney High Girls Track Coach mentioned that this was a great team to coach. There were over 100 girls on the team, and they put a lot of time and effort into this season, and many of them provided great leadership. Coach Polacek introduced Abigail Burger and Kyah Hazard, who spoke about their season and their plans for the future.

3.C. Recognition of Kearney High School FFA 2025 National Qualifiers

- Sheridan Swotek, Kearney High School Agriculture Teacher and FFA Advisor, introduced Josh Hamilton, Mackinzey Brennan, Jazmin Recroft and Rachel Covert, who all qualified for nationals, and Hudson Dellevoet, the 2025-2026 Kearney FFA President. Ms. Swotek acknowledged all the time and effort outside the classroom that it takes to qualify for nationals. The students must first qualify for the state competition and win their category in order to advance to nationals. They compete against 19 other schools at the state level and hundreds of other students at nationals. She added that she is not only excited and proud of them for their achievement and composition, but also how they have grown as leaders.

4. Presentations

4.A. KHS Report on the Class of 2025 Academic and Scholarship Achievements

- Mr. Jeff Ganz, Kearney High School Principal, expressed his gratitude to the KHS Counseling Office, the administrative team, and all staff at both KHS and the Hanny Arram Center for Success for their efforts in making the 2025 graduation ceremony a success. He shared that 390 students fulfilled all graduation requirements this year. The Class of 2025 contributed more than 8,000 hours of community service, earned \$5.3 million in scholarships, and 76 students achieved a GPA of 4.0 or higher.

4.B. Construction Update

- Kent Cordes with BD Construction gave an update on all the construction projects finishing up and continuing throughout the district.

4.C. Middle School Enrollment Overview

- Superintendent Jason Mundorf shared projected enrollment figures for the middle schools over the coming years. He emphasized that the district has reached a point where it must begin making decisions to balance student numbers between Horizon and Sunrise Middle Schools. Mr. Clint Edwards, Director of 6-12 Education, noted that while many options are available, the key will be determining the best plan to serve the community.

5. Public Participation/Comment

6. Board Reports

6.A. Kearney Public Schools Foundation Report

- Mrs. Smallcomb reported on various KPS Foundation achievements throughout the year. *(The summary is attached to the agenda).*

7. Consent Agenda

Move to approve the items on the Consent Agenda, as presented. This motion, made by John Icenogle and seconded by Amanda Smallcomb, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea

Yea: 6, Nay: 0

7.A. Approval of Minutes of the June 9, 2025, Regular Meeting; the June 16, 2025, Summer Special Retreat Meeting; the July 9, 2025, Board Committee of the Whole Meeting of the Board of Education

7.B. Approval of the July 2025 Claims

7.C. Approval of the July 2025 Financial Reports

7.D. Approval of Kearney High School FBLA National Fall Leadership Conference Trip, November 6-9, 2025 in Phoenix, Arizona

7.E. Authorize the Superintendent or His/Her Designee to Dispose of All Obsolete Furniture, Books, Materials, and Equipment in the Most Favorable Manner to the District in Accordance with All Laws, Rules, and Regulations Pertaining to Such Disposition, for the 2025-2026 School Year

7.F. Designate Mr. Jason Mundorf as the Authorized Representative of the Kearney Public Schools to Sign All Claims and Forms for All Federal Programs for the 2025-2026 School Year

7.G. Designate Shelia Sanford and Meagan Kershner as the Authorized Representatives of the Kearney Public Schools to Sign All Claims for Reimbursement, as Well as All Federal, State, and Local Information Pertaining to the School Food Service Program, for the 2025-2026 School Year.

7.H. Approval of the 2025-2026 KPS Handbooks and School Guidebooks

8. Regular Agenda - Personnel

8.A. Acceptance of Resignation

Move to accept, with regret, the resignation as presented. This motion, made by Paul Hazard and seconded by Niki Deeds, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea
Yea: 6, Nay: 0

8.B. Approval of the Employment of Certificated Staff

Move to employ the certificated staff at Kearney Public Schools for the 2025-2026 school year, as presented. This motion, made by Drew Blessing and seconded by Amanda Smallcomb, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea
Yea: 6, Nay: 0

8.C. Discuss, consider, and take all necessary action to approve the Resolution to Cancel the Employment Contract of Jill Hadwiger

Move to approve the Resolution to Cancel the Employment Contract of Jill Hadwiger. This motion, made by Drew Blessing and seconded by Amy Barth, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea
Yea: 6, Nay: 0

9. Regular Agenda - Business

9.A. Second and Final Reading Approval of New and Revised Board Policies

- Mr. Mundorf reviewed the new and revised board policies that were previously discussed.

Move to approve the second and final reading of new and revised board policies, as presented. This motion, made by John Icenogle and seconded by Paul Hazard, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea
Yea: 6, Nay: 0

9.B. First Reading Approval of New and Revised Board Policies

- Mr. Mundorf mentioned that he met with the Board policy committee, and they reviewed all the recommended policy changes based on new state statutes from Perry Law Firm. The changes were also reviewed during this month's Committee meeting.

Move to approve the first reading of new and revised board policies, as presented. This motion, made by Amanda Smallcomb and seconded by Drew Blessing, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea
Yea: 6, Nay: 0

9.C. Approve a Proposed Temporary Easement Requested by Kearney Regional Medical Center for the Expansion of 6th Avenue Near the Southeast Corner of Land Owned by Kearney Public Schools

- Mr. Mundorf explained that Kearney Regional Hospital is requesting an extension of 6th Avenue westward to the KPS property line. The proposed easement would provide a turnaround area for vehicles where the road currently ends. He clarified that this extension would involve no cost or liability for the district.

Move to approve the proposed temporary easement, requested by Kearney Regional Medical Center for the expansion of 6th Avenue near the southeast corner of land owned by Kearney Public Schools, as presented. This motion, made by Niki Deeds and seconded by Paul Hazard, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea
Yea: 6, Nay: 0

9.D. Discuss, Consider and Take Possible Action to Increase the District's Overall Property Tax Request Authority Up to an Additional 5% or Other Maximum as Permitted by Law, Above the Base Growth Percentage

- It was noted that the approval of the additional property tax request authority is essential due to the unknown status of legislative negotiations at this time, so that the district will have access to the funds should they be required in preparing the 2025-2026 budget.

Move to adopt the resolution to increase the school district's overall property tax request authority by up to an additional 5% above the base growth percentage, and authorize and direct the Superintendent or designee to take any action to ensure that the school district's overall property tax request complies with LB243. This motion, made by Paul Hazard and seconded by Amy Barth, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea
Yea: 6, Nay: 0

10. Regular Agenda - Miscellaneous

11. Next Meeting

12. Adjournment

- Meeting was adjourned at 6:51 PM.

Move to adjourn the meeting. This motion, made by John Icenogle and seconded by Drew Blessing, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea
Yea: 6, Nay: 0

Notice of Meeting

This meeting was publicized in the Kearney Hub on July 12, 2025; radio stations KGFW and KKPR; and KSNB and KHGI T.V.

Drew Blessing, Secretary

**Special Committee of the Whole Meeting of the Kearney Public Schools Board of
Education
Kearney Public Schools Board of Education
Wednesday, August 6, 2025 at 5:00 PM
1st floor Administration Building Conference Room
320 W 24th Street
Kearney, NE 68845**

1. Call to Order

Vice-president Hazard called the meeting to order at 5:00 PM

2. Open Meetings Act Announcement

This is an open, public meeting of the Kearney Public Schools Board of Education, and a copy of the Open Meetings Act is posted in this room.

3. Board Meeting Decorum Expectations

4. Roll Call

Attendance Taken at 5:04 PM.

Amy Barth: Absent
John Icenogle: Absent
Drew Blessing: Present
Niki Deeds: Present
Paul Hazard: Present
Amanda Smallcomb: Present

Excuse Mrs. Barth and Mr. Icenogle. This motion, made by Paul Hazard and seconded by Niki Deeds, Passed.

Amy Barth: Absent, John Icenogle: Absent, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, Amanda Smallcomb: Yea
Yea: 4, Nay: 0, Absent: 2

5. Approval of Agenda

Move to approve the agenda of the meeting, as presented. This motion, made by Amanda Smallcomb and seconded by Drew Blessing, Passed.

Amy Barth: Absent, John Icenogle: Absent, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, Amanda Smallcomb: Yea
Yea: 4, Nay: 0, Absent: 2

6. Public Participation/Comment

7. Agenda

7.A. Preview of the August 11, 2025 Regular Meeting Agenda
Attendance Update Taken at 5:39 PM.

Amy Barth: Present

Attendance Update Taken at 6:18 PM.

John Icenogle: Present

- 7.A.I. Recognition of Jason Owens, Principal at Hanny Arram Center for Success, for Being Named the Region IV Outstanding New Principal by the Nebraska State Association of Secondary School Principals (NSASSP)
- 7.A.II. Recognition of Amber Lewis, Principal at Horizon Middle School, for Being Named the Region IV Middle School Principal of the Year by the Nebraska State Association of Secondary School Principals (NSASSP)
- 7.A.III. Recognition of Erin Jones, Assistant Principal at Sunrise Middle School, for Being Named the Region IV Assistant Middle School Principal of the Year by the Nebraska State Association of Secondary School Principals (NSASSP)
- 7.A.IV. Presentation from Erikka Rhodes, JAG Career Specialist at Hanny Arram Center for Success about the JAG Program
- 7.A.V. Construction Update - Lisa Amen with BD Construction
- 7.A.VI. Notice of Settlement Claims
- 7.A.VII. Acceptance of the Sunrise Middle School Parent Advisory Committee Annual Self-Audit Report for the 2024-2025 School Year
- 7.A.VIII. Acceptance of the Kearney Band Parents Association Annual Self-Audit Report for the 2024-2025 School Year
- 7.A.IX. Approval of Kearney High School JROTC Trip to the Pioneer Raider Meet, September 12-13, 2025 in Leavenworth, Kansas
- 7.A.X. Recognition of the Kearney Education Association as the Exclusive Bargaining Agent for All Non-Supervisory Certificated Staff in the Kearney Public Schools for the 2027-2028 Contract Year
- 7.A.XI. Approval of the 2025-2026 Kearney Public Schools Staff and Facilities Handbooks
- 7.A.XII. Second and Final Reading Approval of New and Revised Board Policies - 1340 Community Relations; 4002 Personnel; 5001 Admission Requirements; 5401 Anti-discrimination, Anti-harassment & Anti-retaliation; 3290 Internal Controls; 3730 Procurement Plan; 4030 Transportation Employees & Form A; 5101 Student Discipline-Electronic Devices; 5004 Full-time and Part-time Enrollment; 5201 Promotion and Retention & Repeat Grade Form; 5202 Notification of Rights Under FERPA; 6420 Association Activities; 5503 (new) Foster Care Student Transportation; Rescission of 6260 Title I Parental/Community Engagement in Schools
- 7.A.XIII. Approval of the Employment of Certificated Staff - Jordan Temme
- 7.A.XIV. Approval of the Memorandum of Understanding with Central Community College for Dual Credit Classes
- 7.A.XV. Approval of the Memorandum of Understanding with UNK for Dual Credit Classes
- 7.A.XVI. Approval of Kearney Public Schools Emergency Operations Plan
- 7.A.XVII. Set the date for the Special Budget Retreat Meeting

7.A.XVIII. Set the Date for the Annual Budget Hearing and Special September Board Meeting

7.B. Review the 2024-2025 Onsite Mental Health Summary Review Provided by LiveWell Counseling

7.C. Discuss the pIRHEG Pilot Project at Buffalo Hills

7.D. Update on the Next Steps of the Board Policy Review Process

7.E. Discuss the Potential Addition of the Solar Panel Field Array at Kearney High School

7.F. Discuss the Potential Solutions for Middle School Enrollment Imbalances Including Feeder School Changes with Buffalo Hills, Kenwood and Emerson, as well as a Possible 6th/7th and 8th Grade School Model

8. Adjournment

- Meeting was adjourned at 7:52 PM.

Move to adjourn the meeting. This motion, made by John Icenogle and seconded by Paul Hazard, Passed.

Amy Barth: Yea, Drew Blessing: Yea, Niki Deeds: Yea, Paul Hazard: Yea, John Icenogle: Yea, Amanda Smallcomb: Yea

Yea: 6, Nay: 0

Notice of Meeting

This meeting was publicized in the Kearney Hub on August 2, 2025; radio stations KGFW and KKPR; and KSNB and KHGI T.V.

Drew Blessing, Secretary

KEARNEY PUBLIC SCHOOLS DISTRICT #7**CLAIMS TO BE PAID IN AUGUST 2025****PUBLICATION OF CHECKS**

VENDOR	DESCRIPTION	AMOUNT
AccuTrain Corp	Travel HACS	\$ 1,971.00
AGParts Worldwide, Inc.	Repairs & Maintenance Services Chromebook Mainte	\$ 2,006.00
All Makes	Miscellaneous Expenditure PreSchool Tuition	\$ 640.33
All Makes	Supplies Resource	\$ 995.40
All Makes	Furniture and Fixtures Care & Upkeep of Grounds	\$ 57,076.23
All Makes Auto Supply	Tires and Parts Non Student Vehicles	\$ 135.83
All Makes Auto Supply	Tires and Parts Reg. Ed. Transp. Maintenance	\$ 440.99
Allo Communications LLC	Purchased Service Telephone Technology	\$ 583.63
Allo Communications LLC	Purchased Service Telephone Technology	\$ 583.76
Amazon Capital Services	Supplies Regular Instruction	\$ 78.28
Amazon Capital Services	Supplies Regular Instruction	\$ 56.49
Amazon Capital Services	Supplies Regular Instruction	\$ 284.30
Amazon Capital Services	Supplies Regular Instruction	\$ 6.95
Amazon Capital Services	Supplies Regular Instruction	\$ 523.69
Amazon Capital Services	Supplies Technology	\$ 173.12
Amazon Capital Services	Advertising Communications	\$ 248.94
Amazon Capital Services	Supplies Office of the Principal	\$ 560.19
Amazon Capital Services	Supplies Human Resources	\$ 176.73
Amazon Capital Services	Supplies Operations of Buildings	\$ 114.30
Amazon Capital Services	Furniture and Fixtures Regular Education Transpo	\$ 176.98
Amazon Capital Services	Supplies Sixpence Home 1	\$ 5,819.20
Amazon Capital Services	Miscellaneous Expenditure Training Room	\$ 23.70
Amazon Capital Services	Miscellaneous Expenditure Cheerleaders	\$ 26.58
Amazon Capital Services	Miscellaneous Expenditure Dance Catz	\$ 385.09
Amazon Capital Services	Miscellaneous Expenditure Media Productions	\$ 111.97
Amazon Capital Services	Miscellaneous Expenditure PreSchool Tuition	\$ 3,599.44
Angela Drudik	Driver License/Criminal History	\$ 76.50
Angie Runnells	Professional Services Sixpence Community Grant	\$ 125.00
Apple Inc	Supplies Regular Instruction	\$ 329.00
Apple Inc	Supplies Technology	\$ 628.14
Arnolds Motor Supply 88593/102634	Tires and Parts Non Student Vehicles	\$ 82.76
Awarii Dunes Golf Club	Miscellaneous Expenditure	\$ 8,420.00
Baer Photography	Advertising Communications	\$ 298.00
Barbarian Apparell, LLC	Supplies Wrestling Boys	\$ 2,475.00
Barbarian Apparell, LLC	Supplies Wrestling Boys	\$ 2,475.00
BD Construction	Safety Security Grant Doors	\$ 21,170.41
BD Construction	Safety Security Grant Doors	\$ 21,170.41
BD Construction	Safety Security Grant Doors	\$ 21,170.42
Bear Frame & Alignment	Vehicle Repair Non Student Vehicles	\$ 106.95
Bear Frame & Alignment	Vehicle Repair Sped Transportation Maintenance	\$ 873.20
Bear Frame & Alignment	Tires and Parts Sped Transportation Maintenance	\$ 414.22
Black Hills Energy	Natural Gas Operations of Buildings	\$ 45.23
Black Hills Energy	Natural Gas IDEA Base & E/P	\$ 0.10
Bomgaars Supply Inc	Supplies Care and Upkeep of Grounds	\$ 49.99
Bomgaars Supply Inc	Tires and Parts Non Student Vehicles	\$ 14.99
Brian Haas	Travel Training Room	\$ 65.89

BSN Sports, LLC	Supplies Football	\$	4,092.69
BSN Sports, LLC	Supplies Volleyball	\$	82.13
BSN Sports, LLC	Supplies Track Boys Track/Boys	\$	7,245.00
BSN Sports, LLC	Supplies Regular Instruction	\$	100.00
BSN Sports, LLC	Supplies PE	\$	100.00
Builders HowTo Warehouse	Supplies Operations of Buildings	\$	199.00
Builders HowTo Warehouse	Supplies Maintenance of Buildings	\$	1,321.93
Builders HowTo Warehouse	Supplies Care and Upkeep of Grounds	\$	534.75
Builders HowTo Warehouse	Supplies Regular Education Transportation	\$	41.72
Carol Kreutzer	Miscellaneous Expenditure FCCLA	\$	359.19
Carolina Biological Supply	Textbooks Regular Instruction	\$	7,943.20
Carrie Johnson	Employee Training and Development Services	\$	120.74
Cash from NebraskaLand National Bank	Dues and Fees	\$	40.00
CashWa Distributing	Furniture and Fixtures	\$	39,112.08
CDW Government	Supplies Office of the Principal	\$	595.16
CDW Government	TechnologyRelated Hardware	\$	38.14
CDW Government	Supplies Regular Instruction	\$	148.79
CDW Government	Supplies Coordinator	\$	148.79
CDW Government	Supplies Technology	\$	2,480.76
CDW Government	Technology Software Technology	\$	22,400.00
CED/American Electric	Supplies Maintenance of Buildings	\$	101.97
Charles Stefka	Miscellaneous Expenditure	\$	16.60
Charter Communications	Supplies Regular Instruction	\$	46.94
Charter Communications	Supplies Office of the Principal	\$	23.21
Charter Communications	Other Communication Regular Education Transporta	\$	33.75
Chesterman Co.	Supplies Fiscal Services	\$	24.00
City Of Kearney	Miscellaneous Expenditure	\$	35.77
City of KearneyWater,Sanitn,Sewer Dept	Garbage	\$	7,291.53
Coach Master's Inc	Vehicle Repair Reg. Ed. Transp. Maintenance	\$	1,045.51
Coach Master's Inc	Vehicle Repair Sped Transportation Maintenance	\$	376.21
Cody Dvorak	Miscellaneous Expenditure Dance Catz	\$	190.00
Cody Dvorak	Miscellaneous Expenditure Training Room	\$	325.00
Cody Dvorak	Miscellaneous Expenditure Cheerleaders	\$	780.00
Cody Dvorak	Miscellaneous Expenditure Dance Catz	\$	736.00
Column Software PBC	Advertising Fiscal Services	\$	160.74
Construction Rental Kearney	Rentals of Equipment and Vehicles Maintenance of	\$	178.20
Copycat Printing Inc	Miscellaneous Expenditure Athletic Administratio	\$	794.54
Copycat Printing Inc	Miscellaneous Expenditure Advertising	\$	2,640.00
Copycat Printing Inc	Miscellaneous Expenditure Athletic Administratio	\$	108.40
Copycat Printing Inc	Miscellaneous Expenditure Kearney Outdoor Learni	\$	65.00
Copycat Printing Inc	Supplies Regular Instruction	\$	443.10
Copycat Printing Inc	Supplies Regular Instruction	\$	29.00
Copycat Printing Inc	Miscellaneous Expenditure Executive Administrati	\$	12.00
Copycat Printing Inc	Advertising Communications	\$	82.20
Copycat Printing Inc	Supplies Office of the Principal	\$	257.50
Cornhusker Cleaning Supply.	Supplies Regular Education Transportation	\$	18.00
Crane River Theater Company Inc.	Miscellaneous Expenditure	\$	25.00
Culligan Of Kearney	Supplies Regular Instruction	\$	87.31
Culligan Of Kearney	Supplies Care and Upkeep of Grounds	\$	576.30
Cummins Central Power LLC	Vehicle Repair Reg. Ed. Transp. Maintenance	\$	15,751.01
Cummins Central Power LLC	Vehicle Repair Sped Transportation Maintenance	\$	973.49

Dan Schumacher	Professional Services	\$	1,000.00
Dan's Sanitation Inc	Garbage Operations of Buildings	\$	132.47
Dan's Sanitation Inc	Garbage IDEA Base & E/P	\$	0.28
Dawn Kovarik	Travel	\$	96.32
Dawson Public Power District	Electricity Operations of Buildings	\$	640.73
Dawson Public Power District	Electricity IDEA Base & E/P	\$	1.35
Derrick Nonhof	Professional Services	\$	120.00
Document Finishing Resources Inc	Supplies Library	\$	150.00
Drake Beranek	Miscellaneous Expenditure Basketball Boys	\$	93.89
DuttonLainson Company	Supplies Maintenance of Buildings	\$	1,262.00
Eakes Office Solutions	Supplies Regular Instruction	\$	1,772.33
Eakes Office Solutions	Supplies Regular Instruction	\$	280.27
Eakes Office Solutions	Supplies Regular Instruction	\$	89.90
Eakes Office Solutions	Supplies Operations of Buildings	\$	126.48
Eakes Office Solutions	Supplies Regular Education Transportation	\$	211.60
Echo Group Inc.	Supplies Maintenance of Buildings	\$	229.75
Electronic Sound Inc	Professional Services Technology	\$	3,350.00
Ester Keys	Driver License/Criminal History	\$	76.00
ESU 10	Travel Coordinator	\$	20.00
ESU 10	Sped Tuition/Agencies Supervision	\$	344.33
ESU 10	Travel Resource	\$	140.00
ESU 10	Pupil Services Contracted Services	\$	9,374.00
ESU 10	Sped Tuition/Agencies Contracted Services	\$	1,168.86
ESU 10	Sped Tuition/Agencies Speech Pathology & Audiolo	\$	1,588.14
ESU 10	Sped Tuition/Agencies PT Related Services	\$	4,128.68
ESU 10	Sped Tuition/Agencies Visually Handicapped	\$	4,869.43
ESU 10	Dues and Fees Instruction & Curriculum Developme	\$	40.00
ESU 10	Sped Tuition/Agencies IDEA Base & E/P	\$	850.91
ESU 10	Sped Tuition/Agencies IDEA Base & E/P	\$	1,713.22
ESU 10	Miscellaneous Expenditure Principal	\$	400.00
ESU 11	Sped Tuition/Agencies Supervision	\$	315.71
ESU 11	Sped Tuition/Agencies Psychologist	\$	3,946.36
ESU 3	Travel Resource	\$	40.00
ESU Coordinating Council Ainsworth, NE	Technology Software Regular Instruction	\$	13,500.00
ESU Coordinating Council Ainsworth, NE	Technology Software Technology	\$	311.61
Farmers Union Coop Assn	Vehicle Gasoline Non Student Vehicles	\$	30.00
Fiber Platform LLC	Purchased Service Telephone Technology	\$	6,086.44
Field Doctors LLC	Professional Services Care & Upkeep of Grounds	\$	9,000.00
First Book	Miscellaneous Expenditure Foundation Donation	\$	1,191.02
First Book	Miscellaneous Expenditure PreSchool Tuition	\$	637.80
Follett Content Solutions LLC	Supplies English	\$	306.08
Franklin Covey, Co	Supplies Regular Instruction	\$	263.33
Frontier	Professional Services Regular Instruction	\$	243.74
Frontier	Professional Services Regular Instruction	\$	13.54
Frontier	Professional Services Regular Instruction	\$	13.54
Frontier	Purchased Service Telephone Fiscal Services	\$	1,969.27
Glass Doctor of Central Nebraska	Vehicle Repair Sped Transportation Maintenance	\$	438.43
Graham Tire	Vehicle Repair Non Student Vehicles	\$	30.19
Graham Tire	Tires and Parts Reg. Ed. Transp. Maintenance	\$	1,886.68
Graham Tire	Tires and Parts Sped Transportation Maintenance	\$	500.96
Grainger	Supplies Regular Education Transportation	\$	141.80

Grainger	Tires and Parts Reg. Ed. Transp. Maintenance	\$	75.33
Graphic Arts Shop	Miscellaneous Expenditure Track Boys	\$	60.00
Griffin Novacek	Professional Services	\$	120.00
Hank Thomsen	Miscellaneous Expenditure Basketball Boys	\$	60.00
HD Supply Facilities Mtce LTD	Supplies Office of the Principal	\$	1,219.80
Heartland Community Schools	Professional Services Regular Education Transpor	\$	900.00
Heritage Landscape Supply Group Inc	Lawn Services Care & Upkeep of Grounds	\$	1,953.00
Heritage Water Services Inc.	Professional Services Maintenance of Buildings	\$	955.00
Hiland Dairy Foods	Food	\$	3,250.76
Historic Productions, LLC	Miscellaneous Expenditure Music Band	\$	19,800.00
Hobby Lobby Stores Inc	Supplies Office of the Principal	\$	158.43
Hoehner Turf Irrigation	Lawn Services Care & Upkeep of Grounds	\$	62,364.47
Holmes Plumbing & Htg	Supplies Maintenance of Buildings	\$	1,343.52
Hometown Leasing	Rentals of Equipment and Vehicles Regular Instru	\$	10,786.59
Integrated Security Solutions LLC	Professional Services Care & Upkeep of Grounds	\$	8,475.18
Intellicom	Professional Services Technology	\$	6,676.50
Intellicom	Technology Software Technology	\$	10,530.00
J Spot Services LLC	Professional Services Care & Upkeep of Grounds	\$	960.00
J W Pepper & Son Inc	Supplies Vocal Music	\$	409.66
J W Pepper & Son Inc	Supplies Orchestra	\$	376.99
Jack Lederman Co Inc	Professional Services Care & Upkeep of Grounds	\$	114.19
Jasper Ganz	Miscellaneous Expenditure Basketball Boys	\$	60.00
Jenny Dolence	Miscellaneous Expenditure	\$	22.35
Johnny L. Krotz	Vehicle Repair Sped Transportation Maintenance	\$	1,385.00
Johnstone Supply	Supplies Maintenance of Buildings	\$	4,146.09
Jordan Allen Reinertson	Miscellaneous Expenditure Basketball Boys	\$	180.00
JourneyEd.com Inc	Technology Software Technology	\$	12,245.00
Karmen ScharffSears	Employee Training and Development Services Guida	\$	268.80
Kearney Ace Hardware	Supplies Care and Upkeep of Grounds	\$	37.75
Kearney Ag & Auto Repair Inc	Vehicle Repair Non Student Vehicles	\$	1,088.50
Kearney Ag & Auto Repair Inc	Vehicle Repair Reg. Ed. Transp. Maintenance	\$	91.53
Kearney Ag & Auto Repair Inc	Vehicle Repair Sped Transportation Maintenance	\$	223.89
Kearney Ag & Auto Repair Inc	Vehicle Repair Sped Transportation Maintenance	\$	1,493.03
Kearney Ag & Auto Repair Inc	Vehicle Repair	\$	91.53
Kearney Area Children's Museum	Miscellaneous Expenditure	\$	95.00
Kearney Area Solid Landfill City Of Kear	Professional Services Care & Upkeep of Grounds	\$	1,511.98
Kearney Winlectric Co	Supplies Maintenance of Buildings	\$	1,434.44
Kearney Winnelson	Supplies Maintenance of Buildings	\$	12,341.81
Kelly Supply Co	Supplies Maintenance of Buildings	\$	318.87
KPS Foundation	Miscellaneous Expenditure	\$	100.00
Kris Conner	Miscellaneous Expenditure	\$	990.00
Lakeshore Lrng Materials	Miscellaneous Expenditure PreSchool Tuition	\$	340.10
Landmark Implement Inc Kearney	Repairs & Maintenance Services Non Student Vehic	\$	1,358.76
Landmark Implement Inc Kearney	Tires and Parts Non Student Vehicles	\$	422.62
Latitude Signage + Design	Professional Services Maintenance of Buildings	\$	594.00
Lindeblad Piano Restoration	Repairs & Maintenance Services Band	\$	10,500.00
Lindeblad Piano Restoration	Miscellaneous Expenditure	\$	10,000.00
Maddox Boyd	Professional Services Basketball/Boys	\$	60.00
Mailgun Technologies Inc	Technology Software Technology	\$	325.00
Mailgun Technologies Inc	Technology Software Technology	\$	325.00
Makayla Harmon	Supplies Sixpence Home 1	\$	459.76

Marker Electric	Miscellaneous Expenditure Construction Tech Fund	\$	21,763.57
Mary Lanning Healthcare Foundation	Miscellaneous Expenditure	\$	225.00
Masters True Value	Supplies Care and Upkeep of Grounds	\$	407.34
Masters True Value	Vehicle Repair Non Student Vehicles	\$	67.50
Masters True Value	Tires and Parts Non Student Vehicles	\$	359.10
Masters True Value	Supplies Regular Education Transportation	\$	26.26
Matheson TriGas Inc	Rentals of Equipment and Vehicles Maintenance of	\$	361.28
Matheson TriGas Inc	Supplies Maintenance of Buildings	\$	711.30
Matheson TriGas Inc	Supplies Care and Upkeep of Grounds	\$	1,493.59
Mead Lumber Co	Miscellaneous Expenditure Construction Tech Fund	\$	2,708.00
Mead Lumber Co	Supplies Care and Upkeep of Grounds	\$	71.76
Mechanical Sales Parts Inc	Supplies Maintenance of Buildings	\$	678.87
Medco Supply	Supplies Training Room	\$	3,594.16
Menards Kearney	Miscellaneous Expenditure Construction Tech Fund	\$	533.14
Menards Kearney	Supplies Maintenance of Buildings	\$	164.17
Menards Kearney	Supplies Care and Upkeep of Grounds	\$	1,437.23
Menards Kearney	Supplies Regular Education Transportation	\$	50.43
Merryman Performing Arts Center	Professional Services Maintenance of Buildings	\$	7,500.00
Michele A Friesen	Miscellaneous Expenditure Student Activity Accou	\$	40.52
Michelle Dutcher	Travel Human Resources	\$	252.00
Midwest Connect	Postage Regular Instruction	\$	17.52
Midwest Connect	Supplies Regular Instruction	\$	836.75
Midwest Connect	Postage Early Childhood	\$	4.38
Midwest Connect	Postage Supervision	\$	31.46
Midwest Connect	Postage Office of the Principal	\$	3,913.79
Midwest Connect	Postage Office of the Principal	\$	2.92
Midwest Connect	Postage Office of the Principal	\$	4.38
Midwest Connect	Postage Office of the Principal	\$	621.91
Midwest Connect	Postage Fiscal Services	\$	91.35
Midwest Connect	Postage Human Resources	\$	0.73
Midwest Connect	Postage Maintenance of Buildings	\$	3.03
Midwest Connect	Postage Regular Education Transportation	\$	2.68
Midwest Connect	Miscellaneous Expenditure Music Band	\$	246.14
Midwest Connect	Postage	\$	158.41
Midwest Floor Specialties	Professional Services Maintenance of Buildings	\$	65,758.97
Midwest Floor Specialties	Repairs & Maintenance Services Maintenance Of Bu	\$	13,629.00
Midwest Turf & Irrigation	Tires and Parts Non Student Vehicles	\$	2,393.72
Moonlight Embroidery & Screen Print	Miscellaneous Expenditure Cross Country Boys	\$	60.00
Moonlight Embroidery & Screen Print	Miscellaneous Expenditure Football	\$	667.00
Moonlight Embroidery & Screen Print	Miscellaneous Expenditure Wrestling Girls	\$	150.00
MyKidsBank.com, Inc	Supplies Resource	\$	24.00
NACIA	Dues and Fees	\$	80.00
NASBNE Association of School Boards	Dues and Fees Instruction & Curriculum Developme	\$	185.00
NASBNE Association of School Boards	Dues and Fees Executive Administration	\$	65.00
National Insurance Marketing Brokers LLC	Professional Services Pro Development Human Re	\$	2,318.00
Navigator Motorcoaches Inc	Transportation Charges Track/Boys	\$	1,400.00
Navigator Motorcoaches Inc	Transportation Charges Track/Girls	\$	1,400.00
NCSANebraska Council of School Admin	Travel Coordinator	\$	912.00
NCSANebraska Council of School Admin	Travel Supervision	\$	247.00
NCSANebraska Council of School Admin	Dues and Fees Instruction & Curriculum Developme	\$	770.00
NCSANebraska Council of School Admin	Dues and Fees Executive Administration	\$	920.00

NCSANebraska Council of School Admin	Dues and Fees Office of the Principal	\$	685.00
NCSANebraska Council of School Admin	Dues and Fees Office of the Principal	\$	585.00
Nebraska Central Equipment Co	Tires and Parts Reg. Ed. Transp. Maintenance	\$	354.38
Nebraska Department of Ed NEMTSS	Supplies Vocal Music	\$	125.00
Nebraska Diaper Bank	Miscellaneous Expenditure Principal	\$	200.00
Nebraska Public Health Envrmt Lab	Professional Services Care & Upkeep of Grounds	\$	172.00
Nebraska Public Power District	Electricity	\$	72,462.39
Nebraska Public Power District	Miscellaneous Expenditure	\$	110.84
Northwestern Energy	Natural Gas	\$	2,176.53
Novus Windshield Repair	Vehicle Repair Reg. Ed. Transp. Maintenance	\$	50.00
One Source	Professional Services Pro Development Human Re	\$	596.00
OperationsHERO, Inc	TechnologyRelated Hardware Maintenance of Build	\$	13,585.10
Pearson Education Inc	Textbooks Regular Instruction	\$	5,929.20
Peerless Machine & Mfg Inc	Professional Services Care & Upkeep of Grounds	\$	8,357.46
PEP CO, Inc.	Professional Services Care & Upkeep of Grounds	\$	2,290.00
Perry Guthery Haasa & Gessford PC LLO	Contracted Legal Services Legal Services	\$	8,412.40
Platinum Awards & Gifts	Miscellaneous Expenditure Dance Catz	\$	257.50
Platinum Awards & Gifts	Supplies Behavior Disorder	\$	30.70
Platinum Awards & Gifts	Supplies Executive Administration	\$	46.05
Platinum Awards & Gifts	Supplies Office of the Principal	\$	21.00
Platte Valley Communications	Professional Services Maintenance of Buildings	\$	152.95
Platte Valley Communications	Repairs & Maintenance Services Maintenance Of Bu	\$	497.99
Platte Valley Communications	Other Communication Regular Education Transporta	\$	125.00
Prairie View Roofing & Development LLC	Repairs & Maintenance Services Maintenance Of Bu	\$	4,535.00
Premier Rental Purchase	Supplies Regular Instruction	\$	444.00
Premier Rental Purchase	Supplies Regular Instruction	\$	444.00
Premier Rental Purchase	Supplies Technology	\$	2,500.00
Proquest LLC	Miscellaneous Expenditure Textbooks Lost	\$	735.19
PyeBarker Fire & Safety	Professional Services Maintenance of Buildings	\$	3,663.96
Quality Sound & Water	Miscellaneous Expenditure Principal	\$	588.00
Quill Corporation	Supplies Regular Instruction	\$	29.42
Quill Corporation	Supplies Fiscal Services	\$	24.99
Rapid Consulting LLC	Other Communication Maintenance of Buildings	\$	195.97
Really Good Stuff Inc	Miscellaneous Expenditure Student Activity Accou	\$	24.94
Really Good Stuff Inc	Miscellaneous Expenditure PreSchool Tuition	\$	70.96
Remind101, Inc.	Technology Software Technology	\$	18,144.00
Ryan Lindner	Professional Services Basketball/Boys	\$	270.00
Sayler Screenprinting	Advertising Communications	\$	1,456.80
Sayler Screenprinting	Supplies Office of the Principal	\$	59.60
Sayler Screenprinting	Supplies	\$	451.50
Scholastic Book Clubs	Miscellaneous Expenditure	\$	166.95
Scholastic Inc.	Supplies Regular Instruction	\$	1,031.28
Scholastic Magazines Inc.	Supplies	\$	3,640.68
School Mate Morris Press	Supplies Implementation of Standards	\$	4,914.80
Scott Anderson Kearney	Miscellaneous Expenditure	\$	196.20
Securly, Inc	Technology Software Regular Instruction	\$	2,101.40
Select Sprayers & Equipment LLC	Supplies Care and Upkeep of Grounds	\$	108.79
Shelia Sanford	Travel	\$	89.88
SherwinWilliams	Supplies Maintenance of Buildings	\$	1,793.75
Skold Door & Floor Company	Professional Services Maintenance of Buildings	\$	2,242.50
Smiling Faces Academy, Inc.	Professional Services Sixpence Community Grant	\$	838.00

Sonova USA, Inc	Supplies Hearing Handicapped	\$	188.99
Sonshine World	Professional Services Sixpence Community Grant	\$	94.50
Southpaw Enterprises	Supplies IDEA Base & E/P	\$	489.06
Spracklin Chiropractic	Drug Testing Regular Education Transportation	\$	180.00
Spracklin Chiropractic	Physicals Regular Education Transportation	\$	500.00
Spracklin Chiropractic	Professional Services School Age Sped Transporta	\$	100.00
Spracklin Chiropractic	Physicals School Age SPED Transportation	\$	100.00
Spracklin Chiropractic	Physicals School Age SPED Transportation	\$	90.00
Spracklin Chiropractic	Physicals School Age Sped Transportation	\$	145.00
Spracklin Chiropractic	Physicals School Age SPED Transportation	\$	100.00
Stacie Williams	Employee Training and Development Services	\$	438.88
Sunbelt Rentals	Rentals of Equipment and Vehicles Maintenance of	\$	2,546.11
SupplyWorks	Supplies Operations of Buildings	\$	18,357.52
SupplyWorks	Supplies Operations of Buildings	\$	4,771.90
SupplyWorks	Supplies Operations of Buildings	\$	15,622.86
Teacher Created Resources	Supplies Regular Instruction	\$	32.94
Teacher Direct	Supplies Regular Instruction	\$	42.88
The Fanatic Group, LLC	Supplies Human Resources	\$	1,250.08
The Stitch Upholstery	Vehicle Repair Non Student Vehicles	\$	250.00
The Stitch Upholstery	Vehicle Repair Sped Transportation Maintenance	\$	100.00
Thurston Heating & Air Conditioning Inc	Furniture and Fixtures Operations of Buildings	\$	7,579.00
TK Elevator Corporation	Professional Services Maintenance of Buildings	\$	593.94
TMobile USA Inc.	Purchased Service Telephone Transition	\$	49.85
TMobile USA Inc.	TMobile Handheld Devices & Service Security	\$	60.44
TMobile USA Inc.	TMobile Handheld Devices & Service Security	\$	615.50
TMobile USA Inc.	TMobile Handheld Devices & Service Security	\$	140.30
TMobile USA Inc.	Supplies Technology Related	\$	199.40
TMobile USA Inc.	Purchased Service Telephone	\$	50.24
Trade Well Pallet Inc.	Supplies Care and Upkeep of Grounds	\$	3,740.00
Tresona Multimedia, LLC	Miscellaneous Expenditure	\$	550.00
Tyler Technologies Inc	Supplies Technology Related Regular Instructio	\$	23,262.27
Tyler Technologies Inc	Technology Software Fiscal Services	\$	970.00
Tyler Technologies Inc	Professional Services Regular Education Transpor	\$	4,817.50
UNK Athletic Department	Miscellaneous Expenditure	\$	1,575.00
US Bank Cardmember Service	Community Service Activities	\$	15.07
US Bank Cardmember Service	Supplies Regular Instruction	\$	250.00
US Bank Cardmember Service	Supplies Resource	\$	36.00
US Bank Cardmember Service	Supplies Speech Pathology & Audiology	\$	134.00
US Bank Cardmember Service	Employee Training and Development Services	\$	4,862.22
US Bank Cardmember Service	Technology Software Technology	\$	8.56
US Bank Cardmember Service	Miscellaneous Expenditure Board of Education	\$	92.44
US Bank Cardmember Service	Travel Executive Administration	\$	3.50
US Bank Cardmember Service	Supplies Executive Administration	\$	32.00
US Bank Cardmember Service	Miscellaneous Expenditure Executive Administrati	\$	79.00
US Bank Cardmember Service	Advertising Communications	\$	1,645.34
US Bank Cardmember Service	Travel Principal Office of the Principal	\$	307.56
US Bank Cardmember Service	Supplies Office of the Principal	\$	148.79
US Bank Cardmember Service	Professional Services Fiscal Services	\$	35.00
US Bank Cardmember Service	Travel Fiscal Services	\$	172.70
US Bank Cardmember Service	Miscellaneous Expenditure	\$	231.56
US Bank Cardmember Service	Travel Human Resources	\$	9,626.40

US Bank Cardmember Service	Rentals of Equipment and Vehicles Maintenance of	\$	180.00
US Bank Cardmember Service	Driver License/Criminal History Regular Educatio	\$	15.00
US Bank Cardmember Service	Professional Services Sixpence Home 1	\$	520.00
US Bank Cardmember Service	Miscellaneous Expenditure Athletic Administratio	\$	4,820.73
US Bank Cardmember Service	Miscellaneous Expenditure Football	\$	786.09
US Bank Cardmember Service	Transportation Charges Softball/Girls	\$	84.94
US Bank Cardmember Service	Transportation Charges Basketball/Boys	\$	306.03
US Bank Cardmember Service	Transportation Charges Basketball Girls	\$	76.64
US Bank Cardmember Service	Transportation Charges Girls Wrestling	\$	29.09
US Bank Cardmember Service	Miscellaneous Expenditure Track Boys	\$	268.60
US Bank Cardmember Service	Miscellaneous Expenditure Cheerleaders	\$	10.48
US Bank Cardmember Service	Miscellaneous Expenditure Dance Catz	\$	1,655.01
US Bank Cardmember Service	Miscellaneous Expenditure FBLA	\$	153.89
US Bank Cardmember Service	Transportation Charges FFA	\$	122.62
US Bank Cardmember Service	Miscellaneous Expenditure Principal	\$	96.30
US Bank Cardmember Service	Miscellaneous Expenditure Principal	\$	140.00
US Bank Cardmember Service	Miscellaneous Expenditure STRIV TV	\$	4,798.67
US Bank Cardmember Service	Dues and Fees	\$	948.00
US Bank Cardmember Service	Miscellaneous Expenditure Basketball Boys	\$	309.00
US Bank Cardmember Service	Transportation Charges Basketball Girls	\$	66.07
US Bank Cardmember Service	Miscellaneous Expenditure Basketball Girls	\$	1,975.10
US Bank Cardmember Service	Transportation Charges Boys Wrestling	\$	330.57
US Bank Cardmember Service	Miscellaneous Expenditure Wrestling Boys	\$	976.64
US Bank Cardmember Service	Miscellaneous Expenditure Soccer Boys	\$	132.43
US Bank Cardmember Service	Miscellaneous Expenditure Soccer Girls	\$	87.39
US Bank Cardmember Service	Miscellaneous Expenditure PreSchool Tuition	\$	20.35
Varsity Spirit LLC	Miscellaneous Expenditure Dance Catz	\$	132.50
Verizon Wireless	Purchased Service Telephone Poverty	\$	-
Verizon Wireless	Purchased Service Telephone Transition	\$	-
Verizon Wireless	Purchased Service Telephone Health Services	\$	-
Verizon Wireless	Purchased Service Telephone Health Services	\$	-
Verizon Wireless	Purchased Service Telephone Technology	\$	-
Verizon Wireless	Purchased Service Telephone Maintenance of Bui	\$	39.91
Verizon Wireless	Purchased Service Telephone SchoolAge SPED Tra	\$	-
Verizon Wireless	Purchased Service Telephone SchoolAge SPED Tra	\$	-
Verizon Wireless	Purchased Service Telephone SchoolAge SPED Tra	\$	-
Verizon Wireless	Purchased Service Telephone SchoolAge SPED Tra	\$	-
Verizon Wireless	Purchased Service Telephone SchoolAge SPED Tra	\$	-
Verizon Wireless	Purchased Service Telephone Sixpence Home 1	\$	-
Verizon Wireless	Miscellaneous Expenditure Wish List	\$	-
Verizon Wireless	Purchased Service Telephone	\$	-
Vernier Software & Tech.	Supplies Regular Instruction	\$	445.66
Vernier Software & Tech.	Supplies Science	\$	550.66
Vestis	Uniforms Operations of Buildings	\$	1,544.14
Vestis	Uniforms Regular Education Transportation	\$	119.45
Walmart Community BRC	Miscellaneous Expenditure	\$	3,252.44
Walmart Community BRC	Supplies Regular Education Transportation	\$	13.32
WILKINS ArchitectureDesignPlanning	Architect	\$	8,814.00
WILKINS ArchitectureDesignPlanning	Architect	\$	3,680.00
William Schmidt	Travel Human Resources	\$	253.40
Yandas Music	Professional Services Technology	\$	150.00

YMCA	Dues and Fees Wellness	\$	1,032.33
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**SPECIAL BUILDING FUND and QCPUF
CLAIMS TO REPORT FOR AUGUST 2025**

VENDOR	DESCRIPTION		AMOUNT
B2 Environmental Inc	Construction Services	\$	233.33
B2 Environmental Inc	Construction Services	\$	233.33
B2 Environmental Inc	Construction Services	\$	233.33
B2 Environmental Inc	Construction Services	\$	233.33
B2 Environmental Inc	Construction Services	\$	233.33
B2 Environmental Inc	Construction Services	\$	233.33
B2 Environmental Inc	Construction Services	\$	233.34
B2 Environmental Inc	Construction Services	\$	233.34
B2 Environmental Inc	Construction Services	\$	233.34
BD Construction	Building Acquisitions and Improvements	\$	26,655.85
BD Construction	Building Acquisitions and Improvements	\$	37,764.51
BD Construction	Construction Services	\$	15,067.90
BD Construction	Construction Services	\$	457,598.82
BD Construction	Construction Services	\$	105,612.66
BD Construction	Construction Services	\$	18,696.57
BD Construction	Construction Services	\$	17,661.66
BD Construction	Construction Services	\$	18,696.58
BD Construction	Construction Services	\$	17,661.66
BD Construction	Construction Services	\$	17,661.66
BD Construction	Construction Services	\$	17,661.66
BD Construction	Construction Services	\$	18,696.57
BD Construction	Construction Services	\$	17,661.66
BD Construction	Construction Services	\$	17,661.66
BD Construction	Construction Services	\$	87,076.84
BD Construction	Construction Services	\$	17,661.66
BD Construction	Construction Services	\$	17,661.66
BD Construction	Construction Services	\$	17,661.65
Ed Hemenway	Construction Services	\$	4,698.00
Environmental Direct Inc	Construction Services	\$	333.33
Environmental Direct Inc	Construction Services	\$	333.33
Environmental Direct Inc	Construction Services	\$	333.33
Environmental Direct Inc	Construction Services	\$	333.33
Environmental Direct Inc	Construction Services	\$	333.33
Environmental Direct Inc	Construction Services	\$	333.33
Environmental Direct Inc	Construction Services	\$	333.34
Environmental Direct Inc	Construction Services	\$	333.34
Environmental Direct Inc	Construction Services	\$	333.34
Go Forth LLC DBA Kearney Moving	Construction Services	\$	25,760.00
Latitude Signage + Design	Construction Services	\$	1,025.00
Made in the Shade Blinds & More	Construction Services	\$	13,780.00
Menards Kearney	Building Acquisitions and Improvements	\$	1,550.06
MidState Engineering and Testing Inc	Construction Services	\$	537.50
Platte Valley Communications	Construction Services	\$	5,524.75
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	2,040.57
WILKINS ArchitectureDesignPlanning	Construction Services	\$	284.90
WILKINS ArchitectureDesignPlanning	Construction Services	\$	284.90
WILKINS ArchitectureDesignPlanning	Construction Services	\$	284.90

WILKINS ArchitectureDesignPlanning	Construction Services	\$	284.90
WILKINS ArchitectureDesignPlanning	Construction Services	\$	284.90
WILKINS ArchitectureDesignPlanning	Construction Services	\$	284.90
WILKINS ArchitectureDesignPlanning	Construction Services	\$	1,334.65
WILKINS ArchitectureDesignPlanning	Construction Services	\$	284.90
WILKINS ArchitectureDesignPlanning	Construction Services	\$	284.90
WILKINS ArchitectureDesignPlanning	Construction Services	\$	284.89

General Account - NebraskaLand National Bank Month Ending July 31st, 2025

Per Bank

NebraskaLand Bank	July 31, 2025	\$	19,656,261.30
Less Outstanding Checks		\$	(16,287.03)
Less Outstanding Other Disbursements		\$	(184,257.35)
Plus Outstanding Deposits		\$	15,434,734.37
Adjustment		\$	-
Ending Balance		\$	<u><u>34,890,451.29</u></u>

Per Books

Beginning Balance	July 31, 2025	\$	41,651,612.35
Plus Receipts		\$	1,787,614.20
Less Expenditures		\$	(8,548,775.26)
Less Returned Checks			
Adjustment		\$	-
Voided Checks		\$	-
Ending Book Balance	July 31, 2025	\$	<u><u>34,890,451.29</u></u>

Flex Spending Account Balance

\$59,223.23

School District 7

Fund Balances

Fiscal Year: 2024-2025

Month: July
 Year: 2025
 Fund Type:

Include Cash Balance
 FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>	<u>Cash Balance</u>	<u>Variance</u>
01	General Fund	\$29,129,456.00	\$78,006,336.37	(\$73,226,693.40)	\$0.00	\$33,909,098.97	\$34,570,417.51	(\$661,318.54)
02	Depreciation Fund	\$223,261.05	\$0.00	(\$468,481.48)	\$0.00	(\$245,220.43)	(\$245,220.43)	\$0.00
03	Employee Benefit Fund	\$48,081.40	\$0.00	\$0.00	\$0.00	\$48,081.40	\$48,081.40	\$0.00
05	Activities Fund	\$1,709,489.45	\$2,398,189.54	(\$3,735,300.76)	(\$1,282.40)	\$371,095.83	\$371,535.79	(\$439.96)
06	School Nutrition Fund	\$2,340,509.43	\$3,495,831.81	(\$4,256,670.82)	\$0.00	\$1,579,670.42	\$1,602,769.42	(\$23,099.00)
07	Bond Fund	\$10,571,848.22	\$7,493,814.06	(\$7,376,064.87)	\$0.00	\$10,689,597.41	\$10,689,597.41	\$0.00
08	Special Building Fund	\$2,051,029.03	\$16,557,240.38	(\$6,198,740.66)	\$0.00	\$12,409,528.75	\$12,409,528.75	\$0.00
09	Qualified Capital Fund	\$9,515,129.91	\$2,050,976.91	(\$5,936,210.61)	\$0.00	\$5,629,896.21	\$5,629,896.21	\$0.00
10	Coop Fund	\$23,387.08	\$373,809.87	(\$314,049.44)	\$0.00	\$83,147.51	\$86,455.58	(\$3,308.07)
12	Student Fee Fund	\$350,980.90	\$313,786.82	(\$337,737.17)	\$0.00	\$327,030.55	\$328,609.37	(\$1,578.82)
Grand Total:		\$55,963,172.47	\$110,689,985.76	(\$101,849,949.21)	(\$1,282.40)	\$64,801,926.62	\$65,491,671.01	(\$689,744.39)

End of Report

FY25 KPS Revenue and Expense Report Compared to Budget

DATE: July 2025

Percent of FY Completed

92%

	<u>TOTAL</u>	<u>BUDGET</u>	<u>%</u>		<u>TOTAL</u>	<u>BUDGET</u>	<u>%</u>
	<u>FY 2025</u>				<u>FY 2025</u>		
<u>GENERAL FUND</u>				<u>SCHOOL NUTRITION FUND</u>			
Revenue:	\$78,006,336.37	\$58,239,513.00	134%	Revenue:	\$3,495,831.81	\$2,640,214.00	132%
Expense:	<u>\$73,226,693.40</u>	\$82,822,585.00	88%	Expense:	<u>\$4,256,670.82</u>	\$4,941,540.00	86%
Net:	\$4,779,642.97			Net:	-\$760,839.01		
100 Supt. \$199,038.20 \$250,000.00 80%				<u>SNF SUMMARY</u>			
103 Comm \$91,569.56 \$100,000.00 92%				<u>TOTAL</u>			
211 Dir PK-5 \$286,505.49 \$400,000.00 72%				Lunch	697247	168.21	4145.10
220 Sped \$1,096,722.78 \$1,200,000.00 91%				Breakfast	188596	167.55	1125.61
230 Media \$21,490.23 \$29,000.00 74%				<u>BOND FUND</u>			
240 Dir SS&S \$529,590.25 \$750,000.00 71%				Revenue:	\$7,493,814.06	\$5,208,578.00	144%
270 Dir 6-12 \$1,004,889.59 \$1,200,000.00 84%				Expense:	<u>\$7,376,064.87</u>	\$17,801,474.00	41%
310 Personnel \$209,014.87 \$275,000.00 76%				Net:	\$117,749.19		
320 Technology \$1,478,546.67 \$1,750,000.00 84%				<u>BUILDING FUND</u>			
400 Principals \$1,145,213.22 \$1,041,000.00 110%				Revenue:	\$16,557,240.38	\$17,213,878.00	96%
510 Finance \$1,514,524.54 \$4,030,522.83 38%				Expense:	<u>\$6,198,740.66</u>	\$19,361,897.00	32%
550 Facilities \$3,588,459.28 \$4,000,000.00 90%				Net:	\$10,358,499.72		
560 Utilities \$949,732.90 \$1,000,000.00 95%				<u>QCPUF FUND</u>			
570 Transport. \$312,808.64 \$400,000.00 78%				Revenue:	\$2,050,976.91	\$1,785,098.00	115%
910 Payroll \$59,231,376.90 \$64,342,062.17 92%				Expense:	<u>\$5,936,210.61</u>	\$12,564,466.00	47%
931 Substitutes \$1,492,981.42 \$2,000,000.00 75%				Net:	-\$3,885,233.70		
941 Overtime <u>\$74,228.86</u> <u>\$55,000.00</u> 135%				<u>COOP FUND</u>			
<u>DEPRECIATION FUND</u>				Revenue:	\$373,809.87	\$913,573.00	41%
Revenue:	\$0.00	\$301,739.00	0%	Expense:	<u>\$314,049.44</u>	\$914,960.00	34%
Expense:	<u>\$468,481.48</u>	\$525,000.00	89%	Net:	\$59,760.43		
Net:	-\$468,481.48			<u>STUDENT FEE FUND</u>			
<u>ACTIVITIES FUND</u>				Revenue:	\$313,786.82	\$106,418.00	295%
Revenue:	\$2,398,189.54	\$2,353,152.00	102%	Expense:	<u>\$337,737.17</u>	\$457,399.00	74%
Expense:	<u>\$3,735,300.76</u>	\$4,062,641.00	92%	Net:	-\$23,950.35		
Net:	-\$1,337,111.22			<u>EMP. BENEFIT FUND</u>			
<u>EMP. BENEFIT FUND</u>				Revenue:	\$0.00	\$48,081.40	0%
Revenue:	\$0.00	\$48,081.40	0%	TOTAL REVENUE	\$110,689,985.76	\$88,810,244.40	125%
Expense:	<u>\$0.00</u>	\$48,081.40	0%	TOTAL EXPENDITURES	\$101,849,949.21	\$143,500,043.40	71%
Net:	\$0.00						

Bearcat Diner Financial Statement for Month Ending August 31 2025

Receipts:	Budget	Month End	Year-to-Date	% of Budget	2023-2024%
Federal Reimbursement	\$ 1,631,713.83	\$ 87,141.56	\$ 2,349,822.65	144.01%	
Sale of Lunches -Pupils	\$ 950,000.00	\$ 4,910.08	\$ 1,161,195.85	122.23%	
Other Income	\$ 38,500.00	\$ 1,949.67	\$ 77,777.12	202.02%	
District Support			\$ -		
Total:	\$ 2,620,213.83	\$ 94,001.31	\$ 3,588,795.62	136.97%	
			\$ -		
Expenditures:			\$ -		
Salaries/Fringe	\$ 2,262,628.92	\$ 101,601.01	\$ 2,296,132.45	101.48%	
	\$ 2,262,628.92		\$ -		
			\$ 1,841,777.36	81.40%	
			\$ -		
Food Items	\$ 2,323,911.08	\$ 22,010.36	\$ 1,897,427.44	81.65%	
Equipment	\$ 250,000.00	\$ 22,409.00	\$ 144,772.65	57.91%	
Supplies,Repairs and Other	\$ 105,000.00	\$ 1,466.17	\$ 33,639.39	32.04%	
Total:	\$ 4,941,540.00	\$ 45,885.53	\$ 3,917,616.84	79.28%	
Revenue Over/Under Expenses		\$ 48,115.78	\$ (328,821.22)		
Beginning Balance	\$ 1,807,001.50		\$ 1,807,001.50		
Ending Balance	\$ 1,807,001.50		\$ 1,478,180.28		
 Federal Money Due	 53563.05				
 Accounts Receivable < \$50.00					
Accounts Receivable > \$50.00					

Annual Board Report

Sunrise PAC Annual Report 24-25

Report as of Year Ending July 31, 2025

Per Bank Statement

		Starting \$672.67
KPS Foundation	August 1, 2024	
Plus Deposits		\$ 7,640.38
Plus Interest		\$ -
Less Expenditures		\$ 6,812.02
Less Outstanding Checks		
Statement Ending Balance	July 31, 2025	\$ 828.36

Per Check Register

Revenue Collected September 1, 2024 - July 31, 2025		
<u>Donations:</u>		\$ -
<u>Fundraising:</u>		
Spirit Wear		\$ 216.24
Canes		\$ 373.54
Pizza Ranch		\$ 450.30
Concessions		\$ 1,841.50
Dance		\$ 2,374.00
Venmo for PAC meals		\$ 1,205.00
Venmo for TA week		\$ 1,180.00
Total Deposits		\$ 7,640.58
Disbursements September 1, 2024 - July 31, 2025		
<u>Activity:</u>		
Holiday Cheer supplies		\$ 312.65
Back to school socks		\$ 133.73
Complete Music		\$ 1,050.00
JA Bowling sponsorship		\$ 350.00
PTC meals		\$ 1,116.80

TA week activities	\$	1,494.74
Goody Pop	\$	168.50
8th grade celebrations	\$	525.18
Student and teacher prizes	\$	306.30
<u>Fundraising</u>		
Sams club for concessions	\$	1,231.12
Walmart for concessions	\$	101.00
<u>Gifts</u>		
Tshirt contest winner	\$	22.00
Total Disbursement	\$	6,812.02
Ending Balance July 31, 2025	\$	<u>1,501.03</u>

Instructions: Please submit the original copy of the report to Shanna Schulte at Central Office one week prior to the Board Meeting, which is the second Monday of each month.

Annual Board Report - Pinnacle Bank

Kearney Band Parents Association Annual Report

Prepared by Jennifer Yendra - Treasurer (July 2024-June 2025)

Report as of Year Ending June 30, 2025

GENERAL ACCOUNT - Per Bank Statement

Pinnacle Bank - General Chk	July 1, 2024	\$ 49,268.53
Plus Deposits		\$ 112,465.89
Plus Interest		\$ 37.16
Less Expenditures		\$ (122,275.45)
Statement Ending Balance	June 30, 2025	\$ 39,496.13
Less Outstanding Checks		\$ -
Ending Balance	June 30, 2025	\$ 39,496.13

GENERAL ACCOUNT - Per Check Register

Balance of July 1, 2024		\$ 49,268.53
Revenue Collected July 1, 2024 to June 30, 2025		
Student Fundraiser Income - K Cards (\$9,900) & Beef raffle (\$4,490)	\$14,390.00	
Student Concession (\$16,408.55) Stadium Clean-up (\$2,400) Income	\$18,808.55	
NSBA Income	\$12,673.76	
NSBA State Competition Hosting Income	\$7,500.00	
NSBA Progam Income	\$600.75	
KHS DMC Judges fees reimbursement	\$2,376.00	
Petty Cash - IN : BMF (\$6,500)/NSBA (\$3,100)/BBD (\$1,055)	\$10,655.00	
Internal Xfers from On-line Acct	\$2,856.44	
Internal Xfers from Student Accts	\$14,036.55	
Funds for Students - IN	\$13,246.70	
Bearcat Marching Festival Income	\$3,323.07	
Big Band Dance	\$1,560.83	
Graduation Seat Raffle	\$420.00	
Cash Donations/Sponsorships	\$9,402.26	
Benevity/Wal Mart Spark Donations	\$102.98	
Pie Supper Income	\$498.00	
Misc Income (refund for fee)	\$15.00	
Interest	\$37.16	
Total Deposits		\$ 112,465.89

REVENUE

DISBURSEMENTS

	Total Balance + Deposits		\$ 161,734.42
	Disbursements July 1, 2024 to June 30, 2025		
	Internal xfers to Student Accts	\$4,356.00	
	Internal xfers to On-line Acct	\$1,000.00	
	Funds for Students - OUT Secondary Uniform expenses, cleanings, lessons, clinics, Honor Band, Student payment requests	\$21,049.66	
	Marching Instructors - 5 assistants	\$6,000.00	
	Purchases for the Band Program	\$10,409.13	
	Vibraphone		\$5,450.00
	Harmony Director		\$699.99
	Trailer Repairs/Fuel		\$553.36
	Marching Band Travel Expenses		\$1,287.78
	Senior Night Photos		\$500.00
	Vinyl Banners		\$418.00
	Last Supper of Marching Band Season		\$1,500.00
	Operating Expenses / Supplies	\$197.36	
	Petty Cash - OUT : BMF/NSBA/BBD	\$10,655.00	
	Storage Unit Rental	\$420.00	
	Books/Subs/Software/Website	\$2,364.90	
	NSBA Concessions Purchases	\$6,334.83	
	NSBA Program Expenses	\$447.71	
	Fundraising Expenses	\$4,017.35	
	Scholarships & Awards	\$500.00	
	Big Band Dance Costs	\$879.50	
	DMC Judges Fees	\$2,376.00	
	Sponsorships by the Band	\$450.00	
	Horizon Band Loan for their trip	\$9,000.00	
	Misc Exp (fees charged for account(15) and then refunded along with stop payment fee (18)	\$33.00	
	San Antonio Trip Payment	\$10,007.63	
	Germany Trip Expenditures	\$8,197.00	
	TRANSFER TO STUDENT SAVINGS	\$23,580.38	
	Total Disbursement		\$ 122,275.45
	Ending Balance June 30, 2024		\$ 39,496.13
	<u>SAVINGS/ONLINE ACCOUNTS</u>		
		PINNACLE	

		7/1/24 to 6/30/25	
	On-Line Access Only Account - Ending Balance June 30, 2025	\$252.57	
	Student Ledgers, Scholarship, Instrument, Colorguard, Hardship - Ending Balance June 30, 2025	\$27,858.27	
	Breakdown		
	Student Savings/Trip Ledger	\$24,699.57	
	Hardship Fund	\$1,712.27	
	Scholarship Fund	\$527.58	
	Instrument Fund	\$628.08	
	Colorguard Fund	\$290.77	

Annual Board Report
Park Elementary School Parent-Teacher Organization
Report as of Year Ending July 31, 2025

Per Bank Statement

Five Points Bank (August 1, 2024)	\$8,684.99
Plus Deposits	\$13,684.55
Plus Interest	\$0.00
Less Expenditures	-\$12,465.83
Less Outstanding Checks	\$0.00
Statement Ending Balance (July 31, 2025)	\$9,903.71

Per Check Register

Balance on July 31, 2025

Revenue Collected August 1, 2024 to July 31, 2025:

Family in Need Donation	\$700.00
Sherwood Forest Farms	\$4,536.28
Pancakes with Panthers	\$937.00
Park Apparel Sales	\$508.64
Park Fun Night	\$3,206.00
Swim Party	\$306.00
Reading Marathon	\$805.63
Scholarship Reimbursement	\$150.00
Donuts with Grownups	\$400.00
Movie Party Donation	\$900.00
Opt out fundraiser	\$1,235.00
Total Deposits	\$13,684.55

Disbursements August 1, 2024 to July 31, 2025:

Classroom Supplies	(\$537.43)
Field Trips	(\$396.00)
Family in Need Donation	(\$1,235.13)
Donuts with Grownups	(\$556.70)
Jr. Achievement	(\$350.00)
Kind and 5th Grade Graduation	(\$123.04)
Money into Teacher's Accounts	\$0.00
Movie Party	(\$1,460.00)
Music Fees	(\$350.00)
Park Fun Night	(\$676.21)
Sherwood Forest Farms	(\$3,541.29)
Veteran's Breakfast	\$0.00
PTO Administrative Expenses	(\$37.38)
Reading Marathon	\$0.00
Scholarships	(\$300.00)
Scholastic Book Fair	\$0.00
Staff Appreciation	(\$2,837.65)
Swim Party	(\$65.00)
Total Disbursements	(\$12,465.83)

Ending Balance July 31, 2025

9,903.71

Instructions: Please submit the original copy of the report to Central Office one week prior to the Board Meeting, which is the second Monday of each month.

Annual Board Report

Kenwood PTO Annual Report

Report as of Year Ending July 31, 2025

Per Bank Statement

Five Points bank	August 1, 2024	\$	33,514.69
Plus Deposits		\$	30,613.37
Plus Interest			
Less Expenditures		\$	31,537.32
Less Outstanding Checks			
Statement Ending Balance	July 31, 2025	\$	32,590.74

Per Check Register

Balance of August 1, 2024

Revenue Collected August 1, 2024 to July 31, 2025

Book Fair:

Field Trips:

First Grade Trip

Fundraising:

Fall Fundraiser	\$	26,352.05
Snack Sales	\$	803.47
Playground Equipment		
Run Club	\$	672.00
Walking Taco	\$	-
5th Grade Party Donations	\$	-
Family Fun Night Donations	\$	566.00
Coin Wars	\$	1,933.99
Other	\$	234.86

Interest

T-Shirts

Corrections

Total Deposits	\$	30,613.37
----------------	----	------------------

Disbursements August 1, 2024 to July 31, 2025

Activity:

Music	\$	400.00
Circle of Friends	\$	500.00
Library	\$	565.78
Run Club	\$	889.68
Open House	\$	308.75
Bowl-A-Thon	\$	525.00
Fifth Grade Party	\$	1,416.21
Family Fun Night	\$	884.47
Field Day		

Kindergartgen Round-up		
<u>Field Trips</u>		
Field Trips 2023-2024		
First Grade Field Trip	\$	704.25
Second Grade Field Trip	\$	743.42
Third Grade Field Trip	\$	126.96
Fourth Grade Field Trip	\$	1,459.35
<u>Fundraising</u>		
Walking Taco Expenses		
Fall Fundraiser	\$	14,120.00
Coin Wars	\$	47.53
<u>Gifts</u>		
Staff Appreciation	\$	3,915.64
Scholarships	\$	1,000.00
Conference Meals		
<u>Maintenance (Building, Equipment)</u>		
New Swings	\$	2,500.00
<u>Miscellaneous</u>		
Advertising		
Memorials & Benefits	\$	50.00
Insurance	\$	787.00
Teacher Requests	\$	512.66
Non-Budgeted	\$	80.63
<u>PTO/PTA Office Supplies</u>		
Postage		
Envelopes		
<u>Service Charges</u>		
Total Disbursement	\$	31,537.33
Ending Balance July 31, 2025	\$	32,590.73
<u>Investments/Savings Accounts -</u>		
Ending Balance July 31, 2025	\$	-

Instructions: Please submit the original copy of the report to Dianne Lamb at Central Office one week prior to the Board Meeting, which is the second Monday of each month.

August 6, 2025

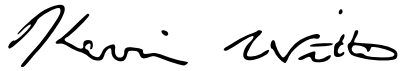
John Icenogle, President
Kearney Public Schools Board of Education
310 West 24th Street
Kearney, NE 68845

Dear President Icenogle:

The Kearney Education Association requests that the school board of the Kearney Public Schools take action to recognize Kearney Education Association as exclusive bargaining agent for the district's non-supervisory certificated staff for the **2027-2028** contract year.

Please direct your response to the undersigned.

Sincerely,

A handwritten signature in black ink that reads "Kevin Witte". The signature is written in a cursive style with a large initial "K" and a long, sweeping underline.

Kevin Witte, Head Negotiator
Kearney Education Association

FACILITIES USE HANDBOOK



KEARNEY PUBLIC SCHOOLS

Revised July, 2025

This booklet has been designed to assist you when utilizing the Kearney Public Schools (KPS) facilities for your planned event and/or activity. The initial contact for the use of a KPS facility must be made with the individual building administrator and/or principal.

The request for facility use can be made no more than one (1) school year in advance. For purposes of facility use scheduling, the school year will be defined as August 1st to July 31st.

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Community Use of School Facilities

This handbook is adopted by the Board of Education each year. Facility Use Requests for the upcoming school year will be considered by the school district beginning on June 1st each year. **ALL applications must use the KPS Facilities Operations HERO process on the KPS website locate under the Department tab and found on the Facilities page.**

NOTE: NO application will be approved until a certificate of insurance is provided.

I. Custody

The custody of all facilities is placed with the Superintendent of schools.

II. Responsibilities

A. Principal

1. Shall be responsible for maintaining proper relationships with those organizations that make application to use the facility.
2. Will maintain a complete schedule, and coordinate use, of the building that he/she is responsible for endeavoring to prevent conflicts and to guarantee first priority to the school and its related activities.
3. Will process all requests for rental, notify affected personnel, and insure compliance with Board of Education policies and these regulations.
4. Will exercise preliminary approval authority on all activities.
5. Will notify the Director of Facilities, or his/her designee, of any changes in previously scheduled rental dates.
6. Will exercise approval/disapproval on the use/rental of school building equipment.
7. Will notify Facilities Department if there is a change in the name of the individual serving as the sponsoring head of the organization.

B. Director of Finance

1. Will maintain current operating and maintenance costs for each facility.

C. Director of the Facilities Department

1. Will maintain a master schedule of use for all school facilities.
2. Will verify availability on master schedule and activate new schedule.
3. Will coordinate multi-building utilization through the building principals.
4. Will schedule custodians when requested by the building Principal.
5. Will collect all fees associated with each rental agreement.
6. Will obtain a copy of proof of insurance from the using organization.

D. Custodian

1. Will be on duty at all times when a school facility is used by any group if deemed necessary by the building principal or facility director.
2. Will be responsible for opening and closing the building, policing it, and cleaning the premises as required.
3. Will not be responsible for assisting the renting representative with loading or unloading equipment.

E. Using Organization

1. The representative of the group or organization must initiate the rental request on-line (Link on KPS homepage is "Reserve a KPS Location") and provide the required insurance information on the Facility Use form.
2. The sponsoring head of the group or organization using the facility must also be on duty at the facility during such use to supervise the group. (If noted on Building Use Form, this may be amended in some instances to allow another responsible adult member of the organization to assume those duties.)
3. The organization using the facility will be responsible for the proper care of school property. The user group or organization must pay for any damage. If the past history of the organization indicates previous facility damage, a damage deposit of \$500.00 will be required and the District reserves the right to require custodial presence during the entire activity.

4. The User of the facility is responsible for not exceeding the maximum occupancy for the space(s) being used.
5. Custodial fees will be charged if the user did not perform the proper cleanup.

III. Priorities of Use

A. Order of rank will be as follows:

1. Activities and programs (Class I activities) of the KPS District directly related to the instructional and educational programs of the district.
2. Other events or activities (Class II activities).

B. Access to district facilities and use of specialized equipment by district employees, for the purpose of personal physical fitness exercise programs, or the pursuit of athletic, musical, or dramatic interest, are to be authorized, scheduled, and monitored under separate procedural considerations and/or regulations consistent with the intent and spirit of these regulations. If there is an event scheduled prior to use, then the scheduled event has priority.

C. KPS Facilities Hours of Operation are from 7:00 a.m. to 10:00 p.m. No non-KPS (Class II) events will be allowed outside of the regular hours of operation unless the event is approved by the Superintendent (or his/her designee). The event must also be scheduled with the Director of Facilities. All events within the hours of operation must be approved by that building's Principal and scheduled through the Facilities Department. No outside groups (Class II) will be allowed in a KPS facility until 4:30 p.m. If KCLC is using the facility, no Class II events will be scheduled until KCLC is out of the building.

IV. Application, Processing and Permits

A. Application

1. Any individual or group representative shall direct his/her request for use of a school or school grounds to the Principal (or designee) of the school on forms provided for that purpose. Applications must be submitted to the building principal no less than two weeks prior to the date of the requested use. If the application is received less than two weeks prior to the date of the requested use applications may be denied. In the event of the Principal's (or designee's) absence, the application must be submitted to the Director of Facilities.
2. Individuals or groups holding regular meetings throughout the year need file only one application at the beginning of each school year along with a calendar of the dates of such regular meetings. However, special events of such groups must be preceded by separate applications prior to being scheduled.
3. Applications will not be accepted more than one school year in advance. If so, the application will be returned to the applicant without action. For purposes of facility use scheduling, the school year will be defined as August 1st to July 31st.
4. All applications received before June 1st for the upcoming school year will be processed according to the priority designated by the category of activities (page 4). When there are multiple requests for the same space/date, the building administrator will work with the requesters to determine a solution. Final approval of the schedule will be made by the building administrator. Applications received after June 1st or during the requested school year, will be processed according to current facility availability and priority designated by the category of activities. KPS functions and activities will be given priority as determined by building administrators.
5. Extended use of any facility for religious activities must have Board of Education or designee approval.

B. Processing Applications

1. The Principal or his/her designee will review and process all applications, making certain that all information has been obtained in the section of the application form for which he/she is responsible, and require the prospective user to sign the completed application.
2. The Principal or his/her designee will exercise approval authority on all activities.
3. The signed and completed application is to be forwarded to the Director of the Facilities Department.
4. Any use of the kitchen area must be approved by the Food Service Director.
5. The Application/Permit is to be processed as follows:
 - a. The building principal or authorized administrator completes the appropriate portion of the form.

- b. After being approved by the building principal or authorized administrator the form will automatically be forwarded to the Director of Facilities for completion and activation. The requester will automatically receive an e-mail informing them of his/her activation or denial.

C. Permits (Approved Application)

1. The granting of a permit for the use of one part of a building or grounds confers no privileges for the use of any facility other than those stated in the permit. It does not include any other time or times for preparation or rehearsal unless specifically stated.
2. Violation by a permit-holder of any of the regulations governing the use of school buildings or grounds may be cause for the cancellation of all existing permits and denial of any permits in the future.
3. All permits are subject to immediate cancellation if it is discovered that information given on an application is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules, and regulations of the board, the permit is subject to immediate cancellation. Upon notice by the designated school official, such activity is to cease. The Board and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to such cessation.
4. Once a permit has been issued, it can be cancelled by the Board of Education, or Superintendent (or designee) for cause, or when such cancellation is in the best interests of the public.
5. An applicant group may also cancel its permit without penalty, provided notice of cancellation is given to school authorities no less than forty-eight (48) hours prior to scheduled use. If a forty-eight (48) hour notice is not given, a recovery fee of a minimum of \$50 may be charged, if a custodian was scheduled outside of their normal work times, except for weather related situations.

V. Liability for Damage

Any group or organization using school property shall save the KPS District Board of Education, the individual members thereof, and any school officials or employees, free and without harm, from any loss, damage liability, or expense that may arise during, or be caused in any way by such use or occupancy of school property. In the event property loss is incurred as a result of the use of the facility by any outside group, the amount of damage shall be determined by the Director of the Facilities Department in consultation with the building principal(s).

VI. Certificate of Insurance

The using organization shall furnish KPS, prior to use of the facilities, evidence of a liability policy that will provide bodily injury liability coverage of not less than \$1,000,000 per occurrence, and \$100,000 for property damage, with KPS named as additional insured. The requirement for liability and property damage coverage may be waived by the Director of Finance when groups or organizations use the facility for small meeting purposes only.

VII. Fees

A. General

1. All fees and/or rentals will be based upon the attached Basic Rental Fee Schedule.
2. All fees will reflect spaces actually used even if not requested on the facility use request.
3. Fees are due upon receipt of the bill. The only exception will be when it is so stated in the permit. A late charge of 1.5% per month will be added to the bill if not paid within 30 days.
4. Fees will be delinquent 30 days from date of billing. Failure to comply will preclude future rentals.
5. Collection of fees is made by the Facilities Department, 417 East 6th St., Kearney, NE 68845. Checks are to be made payable to Kearney Public Schools.
6. In no case will checks or money orders be made payable to individual school staff.
7. Special fees may be charged for necessary technical or supervisory service, extra preparation, stage equipment, athletic equipment, scoreboard timing devices, musical instruments, projectors, amplifying equipment, or any other equipment not specifically noted. The cost of the special fees will be added to the regular fee.
8. Custodial fees are estimated at the time of application, but after use is complete, actual custodial fees are charged at the rate shown on the rate schedule.

9. Maintenance fees will be charged whenever district maintenance or grounds personnel and/or vehicles are used in transporting equipment, set-up, tear-down, and/or clean-up.
10. An hourly fee will be charged for kitchen use. A KPS employee must be present.

VIII. Equipment

A. School equipment such as tables, chairs, musical instruments, risers, instructional equipment, etc., may not be loaned or rented for use outside the school location. Outside use of computer equipment by district employees is authorized when used to pursue a specific school project or purpose, if approved by the employee's supervisor of record. Use of school space does not include use of school equipment unless specifically permitted. Use of school equipment, when and where required, must be operated by school personnel, the cost of which will be added to the regular fee as a special fee, i.e., light control panel, spot lights, etc. The Superintendent or his/her designee must approve any variance.

B. Organizations wishing to bring unusual equipment, material, devices, and/or animals into school buildings or on school premises, must first present, in writing, proper insurance coverage with a "save harmless" clause protecting the Board and School District.

IX. Categories of Activities and Fees

A. General

1. Non-school groups pay rental based on the costs to the District for supervision, custodial services, utilities, and other operating expenses incidental to facility use in fixed amounts for each type of facility and the services required for it.
2. The most common types of activities are categorized below. In the event the organization or activity is not categorized, the principal will contact the Director of Finance to determine the correct category and rental schedule.
3. The fee categories are defined for rental fees (designated as Class I, II). If applicable, special and/or custodial fees are in addition to the rental fee. These rates are also listed on the rental fee schedule. Custodial fees and/or maintenance fees may be charged even during normal school work hours.

B. Class I Activities

1. Will not be charged for rental or custodial fees. This category includes the following activities:
 - a. PTA meetings and activities
 - b. Kearney teachers and educational association meetings
 - c. Student clubs and/or school-sponsored meetings with employee supervision.
 - d. School district sponsored meetings and activities
 - e. Councils of school association meetings
 - f. NSAA and conference-sponsored or sanctioned activities or meetings
 - g. City Parks and Recreation activities
 - h. UNK use per the KPS-UNK MOU agreement

C. Class II Activities (NO overnight renting allowed)

1. Will be charged the custodial fee or special fees if services are needed or used.
2. All outside groups will be required to pay a fee to use facility.
 - a. For youth groups using facility for practices or meetings, fee of \$12 an hour per individual location used. Make up of Groups/Teams must be at least 50% KPS students.
 - b. For youth events using facility for events that charge admission or take a collection, the regular fee schedule will apply.
 - c. For all other groups, the regular fee schedule will apply.
 - d. School has right to require 50% down deposit on all full fee schedule activities.
 - e. For youth club events that do not charge admission or take a collection, half of the regular fee schedule will apply.

D. Use of Swimming Pool

1. Certified Life Guard must be present at all times.
2. A KHS pool operator must be on duty.
3. All outside groups will be required to have liability insurance with no exceptions.

4. Only KPS trained operators will be allowed to use timing system software/hardware.
5. Fees for life guards and pool operators will be at pay rates for individuals filling these positions.

E. Auditorium

1. A Theatre Technician is required to be present to run the sound system. Only KPS trained operators will be allowed to use this system.

F. Other Considerations

1. In general, usage will be limited to buildings and grounds other than specially equipped classrooms, libraries, storage rooms, and administrative offices so as to reduce interference with the school programs and to protect school and pupils' supplies, instructional materials, and exhibits from being disturbed or destroyed.
2. The use of the building by a non-school group should in no way restrict or limit the normal instructional program carried on during regular school hours. Further, the use of school equipment is specifically prohibited unless prior approval has been received from the principal.
3. The use of any kitchen area is strictly regulated. At no time will Kitchen use be allowed without KPS Food Service personnel available to run the kitchen.
 - a. Procedures for care and cleaning of equipment must be followed.
 - b. If a serving area is needed, exclusive of the kitchen, tables may be set up in the cafeteria area.
4. Approved community activities include, but are not limited to evening and Saturday classes, concerts, carnivals, dramas, book festivals, art festivals, dances, meetings of organizations, and athletic or recreational games, contests, sports, or activities which are open to the public.
5. The Board of Education reserves the right to deny the use of the facilities to any person or organization at any time, and it is the final authority on the interpretation and modification of the policy on public use of school facilities. In particular, the Board of Education reserves the right to deny the privilege of continued use of facilities to any user who does not comply with all regulations.
6. Organizations or groups which promulgate any theory or doctrine subversive to the laws of the United States or any political subdivision thereof or advocate governmental change by violence, will be denied use of all school facilities.
7. School facilities shall not be used for political purposes.
8. Simultaneous multiple uses of a building may be refused by the principal to assure adequate parking and other service facilities.
9. School facilities will not be available for use by rental groups on the following holidays: New Year's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. Use of the facilities on weekends and non-school days is dependent upon the availability of school personnel.
10. School facilities will not be available during the NSAA 5-day moratorium.
11. No school facility is to be used for any other purpose or in any other way than its designed use, without expressed written permission.
12. No school building or grounds will be used for unlawful purposes.
13. Sponsoring organizations will conduct orderly meetings and such gatherings are not to incite others to disorder.
14. Sponsoring organizations will conduct meetings that are not abusive of other groups or individuals by reason of age, race, creed, color, sex, or national origin.
15. Any activity that may violate the canons of good morals, manners, or taste, or be injurious to the buildings, grounds, or equipment, will not be permitted.
16. All use of schools by non-school groups will be cancelled when schools are closed due to inclement weather (including nights and weekends) or other emergency conditions unless specific permission is granted by the Director of the Facilities Department.
17. Each applicant must agree to assume responsibility for any legal liability for injury or damage to the person or property of the applicant or others, and for any uninsured injury or damage to school personnel or property in connection with use of school facilities, must agree to save the School Board harmless in the event of any injury or damage, and must reimburse the School District for any damage. In all cases, a "hold harmless" agreement must be signed.
18. If deemed necessary by the building principal or his/her designee, a school custodian or a representative of the principal is required to be on duty during the use of any school facility.

19. Keys will not be issued to the User. Anyone loaning keys assumes personal liability for any damage or loss.
20. The User Group must provide adequate adult supervision for each activity.
21. The use of alcoholic beverages in school buildings or on school grounds is prohibited.
22. Gambling is prohibited in school facilities.
23. The use of tobacco products in school buildings or on school property is prohibited.
24. School facilities shall not be used for parties or celebrations that are essentially private in nature, such as birthdays, anniversaries, or sports other than school sports and other similar parties.
25. No ticket selling for any event or the sale of merchandise or food is permitted without written approval on the permit.
26. The gymnasium will not be used for dances without special provisions and permission. Use of gymnasium requires use of proper footwear to prevent damage to floors.
27. Special permission must be obtained from the principal for decorating, installing scenery, moving furniture, etc.
28. No signs, banners, pennants, placards, or similar items of advertisement are to be placed in the schools without the express consent of the school principal.
29. There shall be no temporary or permanent signs, banners, pennants, or the like placed in or on school buildings or on school grounds by any group, except those associated with activities sponsored or sanctioned by the school.
30. Scenery, decoration, or equipment provided by the holder of a permit, must be removed from the school building promptly after the performance so as not to interfere with school activities. If there is a delay, the removal will be made by the District at the expense of the holder of the permit.
31. Auditoriums and theaters: No equipment may be used, removed, or relocated without permission of the principal. (This includes movie screens, curtains, spotlights, etc.) Lighting for stages is set up for regular use. Organizations may not use the stage areas without some member of the staff or a custodian in supervision.
32. Food or beverage is prohibited in the seating area of the auditorium.
33. Fireworks, pyrotechnics and open flames, including candles, are not permitted except by permit from the Kearney Volunteer Fire Department and prior approval from KPS Director of Facilities.
34. Seating capacity limits (as per rental fee schedule) are never to be exceeded due to State Fire Regulations.
35. Parking is only allowed in designated areas and is strictly forbidden on grass areas, sidewalks and fire lanes. Vehicles in violation will be towed at the owner's expense.

2025-2026
RENTAL RATES

<u>FACILITY</u>	<u>CAPACITY</u>	<u>RATE/</u> <u>HR.</u>	<u># of</u> <u>HOURS</u>	<u>NOTES</u>	<u>ADD</u> <u>HOURS</u>	<u>OTHER INFO</u>
<u>ALL Buildings</u>						
Classrooms		\$ 33	2	Up to 2 hours, hourly after	\$ 15	
Small meeting rooms		\$ 27	2	Up to 2 hours, hourly after	\$ 13	Includes Conf. Rooms
Large meeting rooms		\$ 33	2	Up to 2 hours, hourly after	\$ 15	Includes Staff Dev. Rooms
<u>High School</u>						
Auditorium	1000	\$611	8	Up to 8 hours, hourly after	\$ 115	
Theatre Technician		\$ 44	1	Per hour		Required with Auditorium / hr.
Black Box	100	\$145	2	Up to 2 hours, hourly after	\$ 55	
Auxiliary Gym	200	\$ 93	1	First hour, hourly after	\$ 55	
Main Gym	200	\$136	1	First hour, hourly after	\$ 109	
Locker Rooms		\$ 33		Flat Fee		
Multipurpose Room		\$164	1	Per hour		Wrestling, Fitness, Weight rooms
Cafeteria/Commons	600	\$ 55	2	Up to 2 hours, hourly after	\$ 76	Kitchen w/ staff, \$50
Concessions		\$ 59	1	Per hour	\$ 27	
Band Room		\$ 59	2	Up to 2 hours, hourly after	\$ 27	
Media Center		\$ 59	2	Up to 2 hours, hourly after	\$ 27	
Computer Lab		\$ 59	2	Up to 2 hours, hourly after	\$ 27	
Forum		\$145	2	Up to 2 hours, hourly after	\$ 55	
Football Field		\$218	1	Per hour, minimum of	\$ 600	
Pool		\$145	2	Up to 2 hours, hourly after	\$ 55	
Track		\$ 87	1	Per hour, minimum of	\$ 231	
<u>Middle Schools</u>						
Gym	950	\$ 93	2	Up to 2 hours, hourly after	\$ 55	
Sunrise Multipurpose		\$ 59	2	Up to 2 hours, hourly after	\$ 27	
Cafeteria	300	\$133	2	Up to 2 hours, hourly after	\$ 27	Kitchen w/ staff, \$50
Band Room		\$ 59	2	Up to 2 hours, hourly after	\$ 27	
Vocal Music Room		\$ 59	2	Up to 2 hours, hourly after	\$ 27	
Computer Lab		\$ 59	2	Up to 2 hours, hourly after	\$ 27	
Media Center		\$ 59	2	Up to 2 hours, hourly after	\$ 27	
Football Field		\$218	1	Per hour, minimum of	\$ 600	
Track		\$ 87	1	Per hour, minimum of	\$ 231	
<u>Elementary Schools</u>						
Gym	175-225	\$ 82	2	Up to 2 hours, hourly after	\$ 44	
Cafeteria	125	\$ 87	2	Up to 2 hours, hourly after	\$ 55	
Media Center		\$ 59	2	Up to 2 hours, hourly after	\$ 27	
Computer Lab		\$ 59	2	Up to 2 hours, hourly after	\$ 27	

At no time will the occupant capacity be allowed to exceed the capacity of the numbers shown.

Special Fees

- Life Guard Per Rate of Lifeguard
- Spot lights \$25 each
- Stage lighting \$25 as is
- Gelatins \$45 if we re-gel
- Overhead \$30
- Grand piano (KHS) \$55 plus tuning at user's expense (if requested)
- TV/VCR/DVD \$35
- Digital Projector \$45
- Sound Shell \$55
- Risers \$55
- Sound System \$45
- Sound/Lighting Tech. \$45.00 / hour
- Computer Lab Tech. \$40.00 / hour

Kitchen Fees

There will be a charge of \$60 per hour for the use of any kitchen with a minimum of one hour. This charge includes a Kearney Public Schools Bearcat Diner staff member who will be present during the usage.

Custodial/Pool Operator Fees

Per hour rate of \$35.00 with a minimum of two hours. A one-hour charge will be issued for unlocking the building and one-hour charge for locking the building.

Maintenance Fees

Per hour rate of \$50.00 per employee, minimum of one hour, plus any related material costs. This fee will apply when district personnel is involved in set-up, tear-down, and/or pick-up and delivery of equipment.

Inclement Weather

\$130.00 for each piece of equipment for contracted snow removal and sanding for ice, and \$75.00 per hour per piece of equipment for Kearney Public Schools to remove snow. If the event is cancelled or rescheduled these fees will not have to be paid if Kearney Public Schools is given at least a four (4) hours' notice by calling (308) 627-1198 before the entry time listed on the Facility Use Request form.

Notice of Nondiscrimination

The Kearney Public School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Associate Superintendent
320 West 24th Street
Kearney, Ne. 68845
(308) 698-8000

Employees and Others:
Director of Personnel
320 West 24th Street
Kearney, Ne. 68845
(308) 698-8011

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114, (816) 268-0550 (voice), or (877) 521-2172 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

August 11, 2025 Board Meeting:

Second and Final Reading of New and Revised Board Policies:

- 1340 Community Relations: Anti-discrimination, Anti-harassment & Anti-retaliation
- 4002-AE Personnel: Equal Opportunity Employment and Anti-discrimination, Anti-harassment & Anti-retaliation
- 5001 Students: Admission Requirements
- 5401 Students: Anti-discrimination, Anti-harassment & Anti-retaliation
- 3290 Internal Controls
- 3730 Procurement Plan
- 4030.1 Personnel – Transportation Employees and Form A
- 5101 (g) Student Discipline: Electronic Devices (new Perry policy 6113)
- 5004 Students: Full-time and Part-time Enrollment
- 5201 Students: Promotion and Retention and new Perry 5202x Request to Repeat Grade Form
- 5202 (c) Notification of Rights Under FERPA
- 6420 Instruction: Association Activities
- 5503 (b) Students: Foster Care Student Transportation (new Perry policy 5507)
- 6260.1 Instruction: Title I Parental/Community Engagement in Schools - **Rescission**

Community Relations

Anti-discrimination, Anti-harassment & Anti-retaliation

A. Elimination of Discrimination.

The Kearney Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Kearney Public School District does not discriminate on the basis of race (including skin color, hair texture and protective hairstyles), color, national or ethnic origin, sex, disability, military or-veteran status, marital status, religion, age, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following person has been designated to handle inquiries regarding community non-discrimination policies:

Title IX, Title II, Title VI & Section 504 -

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator.

Melissa Herrmann, HR Director
Kearney Public Schools Administration Building
320 West 24th St.
Kearney, NE 68845
(308) 698-8011
melherrmann@kearneycats.com

For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

B. Prohibited Harassment, Discrimination and Retaliation of Employees, Students and Others.

1. Purpose: Kearney Public Schools is committed to offering employment and educational opportunity to its employees and students, in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including co-workers, non-employees (volunteers), third parties and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's race (including skin color, hair texture and protective hairstyles), color, religion, national or ethnic origin, sex, disability, age, military or veteran status, marital status, pregnancy, childbirth, or related medical condition, sexual orientation or gender identity, or other protected category, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's race (including skin color, hair texture and protective hairstyles), color, national or ethnic origin, religion, disability, age, sex, military or veteran status, marital status, pregnancy, childbirth or other related condition, sexual orientation or gender identity, or other protected category, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate.

If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

2. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

The District will not terminate or retaliate against any employee for inquiring about or sharing compensation information for the purpose of determining whether the District gives equal pay for equal work. However, an employee with authorized access to wage information as part of their job function who discloses the wages of other employees to those who do not have authorized access to other employees' compensation information, may be disciplined for such disclosure, up to and including termination, unless the disclosure is made in response to a complaint or investigation proceeding, hearing, or other similar action.

3. Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

i. Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within ten (10) working days after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline. Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within one (1) working day after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the district to disclose relevant information to a student who was discriminated against or harassed.

ii. Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within five (5) working days after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal within ten (10) working days after receiving the appeal. The party who filed the appeal will be sent the Superintendent’s determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education within five (5) working days after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer, and the party. The Board will issue a written determination about the appeal within thirty (30) days after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

5. Training:

The District will ensure that relevant District employees, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).

- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

7. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

1340 (h)
5401(h)
4002.1(h)-AE

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.
Neb. Rev. Stat. Sec. 79-2,115, et seq

Policy adopted: 8/14/17
revised: 8/13/18
revised: 8/12/19
revised: 8/10/20
revised: 8/9/21
revised: 8/11/22
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Personnel

Equal Opportunity Employment

The superintendent of schools shall establish work schedules, provisions for absences and other conditions of work in keeping with the board's policies.

General employment policies regarding vacations, leaves of absence, resignation, reemployment, duties, hours and other matters related to the nature of the position and specifically noted herein are determined by the board upon recommendation of the superintendent; such employment policies may not be identical for all departments.

The conditions of employment in this school district, including the wages, hours, terms and benefits, shall be applied without regard to sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, or pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected conditions used as disqualifying factors.

There shall be no discrimination by school officials against any employee because of membership or activity in an employee organization or because of protected free speech activities.

Policy adopted: 8/14/17
revised: 8/10/20
revised: 8/9/21

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Personnel

Anti-discrimination, Anti-harassment & Anti-retaliation

A. Elimination of Discrimination.

The Kearney Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Kearney Public School District does not discriminate in the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following person has been designated to handle inquiries regarding staff non-discrimination policies:

Title IX, Title II, Title VI & Section 504 -

Mrs. Melissa Herrmann, Human Resources Director
320 West 24th St
Kearney, NE 68845
308-698-8011
melherrmann@kearneycats.com

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

B. Prohibited Harassment, Discrimination and Retaliation of Employees, Students and Others.

1. Purpose: Kearney Public Schools is committed to offering employment and educational opportunity to its employees and students, in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including co-workers, non-employees (volunteers), third parties and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth, or related medical condition, sexual orientation or gender identity, or other protected category, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or other related condition, sexual orientation or gender identify, or other protected category, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate.

If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

2. Anti-retaliation:

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

The District will not terminate or retaliate against any employee for inquiring about or sharing compensation information for the purpose of determining whether the District gives equal pay for equal work. However, an employee with authorized access to wage information as part of their job function who discloses the wages of other employees to those who do not have authorized access to other employees' compensation information, may be disciplined for such disclosure, up to and including termination, unless the disclosure is made in response to a complaint or investigation proceeding, hearing, or other similar action.

3. Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

i. Level 1 (Investigation and Findings):

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within ten (10) working days after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline. Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within one (1) working day after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the district to disclose relevant information to a student who was discriminated against or harassed.

ii. Level 2 (Appeal to the Superintendent):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within five (5) working days after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal within ten (10) working days after receiving the appeal. The party who filed the appeal will be sent the Superintendent’s determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent’s determination, he or she may file an appeal in writing with the Board of Education within five (5) working days after receiving the Superintendent’s determination. The Board of Education will review the appeal, the Superintendent’s determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board’s next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer, and the party. The Board will issue a written determination about the appeal within thirty (30) days after the party addresses the Board. The party who filed the appeal will be sent the Board’s determination at the time it is issued, and a copy will be sent to the

designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

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4. Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted

5. Training:

The District will ensure that relevant District employees, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

6. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.

- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

7. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.
Neb. Rev. Stat. Sec. 79-2,115, et seq

Policy adopted: 8/14/17
revised: 8/13/18
revised: 8/12/19
revised: 8/10/20
revised: 8/9/21
revised: 7/11/22

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

StudentsAdmission RequirementsMinimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board shall admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the Board.

Early Admission to Kindergarten:

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approved and shall be made available to interested persons:

Early kindergarten enrollment exceptions may be made for younger children. At a minimum, eligibility for the admissions shall be based upon an analysis of the child's: (1) cognitive ability, (2) emotional/social development, (3) language skills, and (4) fine motor skills.

The kindergarten early entrance assessment procedures are designed for parents that request to placement in kindergarten.

Early entrance children:

- a. Must turn 5 years of age between August 1 and October 15
- b. Are selected on the basis of screenings by district approved professionals trained and certified to administer the screenings that will produce evidence of strength in the aforementioned skills.

At the discretion of the Superintendent or designee, the screenings may be administered by the School District's professional staff, or the parents or guardians may be required, at their own expense, to have all or some of the required screening completed by reputable professionals and to submit the results of such screenings to the School District.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on sex, disability, race, color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth, or related medical condition, sexual orientation or gender identity, or other protected status of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

Admission to First Grade:

A child may be eligible to enter first grade, at the beginning of the school year even if the child has not attended kindergarten. The child shall be six years of age on or before October 15 of the current school year, and school officials determine that first grade is the appropriate placement for the child.

Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade, seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), Haemophilus Influenza type b (Hib), invasive pneumococcal disease and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement that establishes than an exception to the immunization requirements are met.
- (5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine, which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

Resident students who have been expelled from the district will be eligible for academic credit upon successful completion of approved alternative courses, or programs. Students will be advised in writing of the availability of alternative courses or programs.

If a parent/guardian refuses to permit an expelled student to participate in an alternative school, class, or program, the District will have no further obligation to the student, parent/guardian with regard to providing an alternative school, class, or program except as required (under the IDEA and NDE Rule 51) for special education students.

Military Families

If a parent presents evidence to the District of military orders that the a military family will be stationed in the State of Nebraska during the current or following school year, and the parent resides in or is stationed on federally owned property within the boundaries of the District, the District will enroll preliminarily the parent's students, including any such student that has an Individualized Education Plan, a 504 Plan, or otherwise receives special education services.

Legal Reference: Neb. Rev. Stat. §§ 43-2001 to 43-2012
 Neb. Rev. Stat. § 79-214
 Neb. Rev. Stat. §§ 79-217 to 79-223
 Neb. Rev. Stat. § 79-266.01
 173 NAC Chapters 3 and 4 (HHS Regulations)

Policy adopted: 8/14/17
 revised: 8/12/19
 revised: 8/10/20
 revised:

KEARNEY PUBLIC SCHOOLS
 KEARNEY, NEBRASKA

Business

Internal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and align these internal controls consistent with the "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- (b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- (c) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- (e) Take reasonable cybersecurity and other measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as "sensitive" or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a control system to ensure safeguards for preventing property loss, damage, or theft;
- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales and disposition procedures for the equipment to ensure the highest possible return; and

- 6) All equipment, whether acquired in whole or in part under a federal award, with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of in accordance with the Board's Sale and Disposal of Property Policy.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value in excess of \$10,000 (per unit), may only be sold or otherwise disposed of in accordance with the provisions of 2 C.F.R. § 200.313(e)(2)-(3).

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for ~~small purchases~~ simplified acquisition thresholds (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids; (over \$250,000);
- 4) A procedure for competitive proposals; (with an explanation for why sealed bids were not accepted if over \$250,000) and;
- 5) A procedure for noncompetitive bids.

Contract Terms: All contracts funded (in whole or in part) by federal funds and/or federal awards must contain the following terms or, via this Policy, the following terms are required and incorporated into any such contracts:

1. An assurance that minority business enterprises and labor surplus area firms are used, when possible;
2. An Anti-Lobbying clause for all contracts, including an Anti-Lobbying Certification, for contracts exceeding \$100,000;
3. A Suspension and Debarment clause;
4. A provision for termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement;
5. A clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and a provision for sanctions and penalties;
6. For contracts in excess of \$150,000, a clause addressing the Clean Air Act and the Federal Water Pollution Control Act;
7. A provision maintaining contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;
8. A provision addressing the District's conflict of interest policies; and
9. A requirement that the contractor maintains records related to the contracted work.

Federal Interest Reporting: The District will follow the required federal interest reporting and recording requirements, if applicable, for any real property or improvement interest financed, in whole or in part, with federal funds.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of

submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient; or as otherwise specified by the federal award or federal law.

For all other records, the District will retain such records for the length of time as required by law.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will either: (1) verify that a vendor has not been debarred, suspended or otherwise excluded via SAM.gov, (2) collect a verification from that vendor; or (3) add a clause to the contract with the vendor. The District will maintain a copy of said verification or documentation.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Maintaining records and documentation that sufficiently identify the amount, source, and expenditure of funds for federally-funded activities;
- 4) Ensuring effective controls over accountability and safeguards for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

- 1) Are verifiable from the District's records;

- 2) Are not included as contributions for any other Federal award; 3290(d)
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another Federal award, except where the federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
- 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both Federal and non-Federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Any leave and/or fringe benefits charged to a federal award must satisfy all criteria set forth in 2 C.F.R. § 200.431(b) and/or (c).

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Federal Funds for Construction Projects: If the District is granted the authority to use federal funds for a construction project, the District will follow the Davis-Bacon and Related Acts, including the payment of "prevailing wages" to those who work on the job site, as well as the contractor bonding requirements.

Capitalization and Depreciation: The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$10,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
- D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
- E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- F. If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.
- G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Maintaining Records: Financial records, supporting documents, statistical records, and all other District records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time.

Conflict of Interest: No District employee, agent, or Board Member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by or with federal funds. A "conflict of interest" includes, but is not limited to, a financial or other interest in or a tangible personal benefit from federal funds that would directly or indirectly benefit either (1) the employee, agent, or board member; (2) any member of their immediate family; or their spouse or partner, or (3) an organization that employs or is about to employ those individuals. District employees, agents, and Board Members may only accept gratuities, favors, or anything of monetary value from federally funded contractors in accordance with the District's Conflict of Interest Policy. Any District employee, agent, or Board Member who knowingly violates these terms may be subject to discipline, up to and including termination of employment and/or referral for possible criminal prosecution.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. § 200.303.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.303.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326. Cross-Reference: Policies 3130 & 3131.

Legal Reference: 2 CFR § 200.319(d); 2 CFR § 200.321; 2 CFR § 200, Appendix II(I); 2 CFR § 200, Appendix II(H); 2 CFR § 200, Appendix II(B); 2 CFR § 200, Appendix II(A); 2 CFR § 200, Appendix II(G); 2 CFR § 200.318(b); 2 CFR § 200.318(c)(1); 2 CFR § 200.318(i); 2 CFR § 200.324(a); 2 CFR § 200.324(b).

Legal Reference: 2 CFR §§ 200.310-200.313.

Legal Reference: 2 C.F.R. § 200.333, 2 C.F.R. § 200.34 & 34 C.F.R. § 81.31.

Legal Reference: 2 C.F.R. § 200.213.

Legal Reference: 2 C.F.R. § 200.307.

Legal Reference: 2 C.F.R. § 200.306.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Legal Reference: 40 U.S. Code § 3141, et seq; 2 C.F.R. § 200.326

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Legal Reference: 2 C.F.R. §§ 200.112 & 200.318.

Legal Reference: 2 C.F.R. § 200, et seq.

Business Operations

Procurement Plan – School Food Authorities

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. This statement is meant to provide guidance to our personnel and vendors on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the State Agency.

Procurement Policy

The purchasing procedure to be followed shall be determined by the anticipated total annual expenditure on items related to the food service program:

- When the annual total for food service program related items is less than \$250,000 (~~small purchase simplified acquisition~~ threshold), per procurement event or in aggregate purchases, this organization will follow the informal ~~Small Purchase- simplified acquisition threshold p~~Procedures.
- When the annual total for food service program related items is greater than \$250,000 (~~small purchase- simplified acquisition~~ threshold) per procurement event or in aggregate purchases, this organization will follow the Formal Competitive Solicitation Procedures.

Micro-Purchase Procedures

Micro-Purchases may be used for single purchases under \$10,000 made with a vendor [2 CFR 200.320(a)]. Prices will be reviewed for reasonableness [2 CFR 200.320(a)].

Purchases will be spread equitably among all qualified sources [2 CFR 200.320(a)].

~~Small Purchase- Simplified Acquisition Threshold~~ Procedures

For purchases made below the ~~small purchase- simplified acquisition~~ threshold, ~~Small Purchase- simplified acquisition threshold p~~Procedures will be utilized to purchase necessary goods and services. When ~~Small Purchase- simplified acquisition threshold p~~Procedures are used, this organization will take the following steps:

1. Contact a reasonable number of qualified vendors
2. Write specifications for goods and services.
3. Document each vendor's quoted price (ex. log sheet)
4. Select the company that provides the lowest, most responsive, and responsible bid
5. Document supplier who was awarded the quote
6. Manage orders by confirming product and prices match quote

Formal Competitive Solicitation Procedures

For purchases made in excess of the ~~small purchase- simplified acquisition~~ threshold, a Formal Competitive Solicitation will be conducted. When Formal Competitive Solicitation Procedures are used, this organization will take the following steps:

1. Prepare an Invitation for Bid ("IFB") or Request for Proposal ("RFP") document specifically addressing the items to be procured
 - a. Include detailed specifications
 - b. Ensure price will be most heavily weighted

2. Publicly announce and advertise the bid/proposal at least 21 calendar days prior to bid opening
 - a. Announcements will include the date, time and location in which bids will be opened
3. Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
 - a. Responsible bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the IFB/RFP
 - b. Responsible bidders will be those who are capable of performing successfully under the terms and conditions of the contract.
4. Award the contract
 - a. To the most responsive and responsible bidder based on the criteria set forth in the IFB/RFP
 - b. At least two weeks before program operations begin
 - c. If a protest is received, it must be handled in accordance with 7 CFR 210.21
5. Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

(Note: If the ~~small purchase~~ simplified acquisition threshold established in the sponsor's procurement policy statement is less than \$250,000, the smaller bid threshold will govern.)

Procurement Summary

This organization incorporates the following elements into the Procurement Policy Statement, as required by 2 CFR 200 and 7 CFR parts 210, 3016 and 3019.

- A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7)]
- B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. 2 CFR 200.319(a)(6)
- C. Documentation: We shall maintain for the current year and the preceding three years all materials that will serve to document our policies and procedures. [2 CFR 200.318(i)]
- D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)]
- E. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)]

F. General Requirements:

1. Small, minority, veteran-owned and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
2. Ensure compliance with the Buy American Provision when purchasing food (7 CRF 210.21(d))
3. A cost or price analysis in connection with every procurement action in excess of the ~~Small Purchase~~ simplified acquisition threshold including contract modifications. [2 CFR 200.323(a)]
4. Documented Procurement Procedures and activities will be maintained. [2CFR 200.318(a)]

G. Duties of Food Service Supervisor:

1. Plan the goods or services needed for the school food service program for the school year based on planned menus through needs assessment, forecasting, and budgeting
2. Develop written specifications for food/supplies needed. Include details such as descriptions and product requirements (e.g. packaging, weight, pack size, etc.) for needed goods and services
3. Compare product specifications among all vendors/contractors. Information for prices obtained from grocery stores, farmer's markets, etc.
4. Make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price
5. Place and confirm orders with vendors or make plans to purchase the required items
6. Work with vendors on a fair and equal basis.
7. Conduct an in-house procurement review once per year.

Transportation Employees

This Anti-Drug Plan can be altered or modified without prior notice.

Policy Application

The provisions of the Anti-Drug Plan apply to bus drivers, and all other employees who are required to have a commercial driver's license.

Drug Awareness Program

Kearney Public Schools will inform employees of: (1) the dangers of drug and alcohol use in the workplace; (2) the school district's drug-free workplace Anti-Drug Plan; (3) the availability of treatment and counseling for employees seeking such assistance; and (4) the penalties the school district will impose for violations of its Drug-Free Workplace Program.

Prohibited Conduct

The Kearney Public Schools prohibits the following conduct:

- Using, being under the influence of, or possession of alcohol while performing school business or while in or about a school facility or work site. This will subject the offending employee to disciplinary action up to and including termination of employment.
- Using or being under the influence of a legal drug (such as "over-the-counter" and prescription drugs) while performing school business, or while in or about a school facility or work site, to the extent such use affects the safety of any employees or others. Use common sense and, when in doubt about the effects of a certain drug, consult your physician or the school's Medical Review Officer regarding any adverse side effects.
- The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee while performing school business, or while in or about a school facility or work site.
- Tampering with a specimen provided for drug testing for the purpose of altering the results of the drug test.

Testing for Controlled Substances -

Pre-Employment Testing

Kearney Public Schools will require all applicants it intends to hire to be tested for the use of controlled substances as a pre-qualification condition. Applicants who test positive for the use of controlled substances, or who refuse to submit to such testing, will be disqualified from further hiring consideration.

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and all regulations and rules promulgated pursuant to such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law (See Appendix 1). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Anti-Drug Plan

"Reasonable Cause" Testing

Kearney Public Schools will require current employees to submit to testing for controlled substances when it believes there is "reasonable cause" to suspect a violation of this policy. "Reasonable cause" includes irrational or unusual behavior, reporting to work in an apparent unfit condition, and conduct of a similar nature.

Employees who are requested to undergo "reasonable cause" testing will be transported to the Collection Site by a school representative. The employee will be required to submit to the drug test. Any attempt to invalidate or tamper with the test will subject the employee to disciplinary action, up to and including termination.

Post-Accident/Injury Testing

As soon as practicable following an accident involving a commercial motor vehicle, the School District will require an alcohol test for the surviving driver who was performing safety-sensitive functions with respect to the vehicle, if the accident involved:

- 1) A citation under State or local law for a moving traffic violation arising from the accident
- 2) A fatality
- 3) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- 4) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle

A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the School District to have refused to submit to testing.

Random Testing

Federal regulations also require random testing of commercial licensed drivers for controlled substances. The regulations specify that such tests must equal or exceed 50% of the total number of drivers on an annual basis. All drivers will be required to submit to testing for controlled substances under random testing procedures established by the school.

Penalties For Violations

Safety Sensitive Personnel found to be in violation of any part or parts of this Anti-Drug Program will be removed from their safety sensitive position and will be terminated without further recourse.

Anti-Drug Plan

Effective Date

Consent

I have received, read and understand Kearney Public School's Anti-Drug Plan, and I understand that compliance with the Anti-Drug Plan is a term and condition of employment. I understand that failure or refusal to cooperate fully, sign any required documents, submit to any requested or recommended tests, will constitute grounds for immediate termination. I agree to follow and abide by the Kearney Public School's Anti-Drug Plan.

Employee's Signature

Date

Employee's Name (printed)

Witness Signature

Legal Reference: 41 U.S.C. §701 to 707
49 U.S.C. §5331(b) and 31306; 49 CFR Part 382

Rule approved: 8/14/17
revised: 7/11/22

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:
FEDERAL REGULATIONS, KEARNEY PUBLIC SCHOOLS' COMPLIANCE POLICIES AND
PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, Kearney Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

(A) The persons designated by Kearney Public Schools to answer employee questions about these materials are:

Mrs. Melissa Herrmann, HR Director

(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

(C) The term "safety-sensitive functions" means:

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(D) Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes:

1. **Alcohol concentration.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**

No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. **Refusal to submit to a required alcohol or controlled substances test.**
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:

1. **Pre-employment testing.**
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.
2. **Post-accident testing.**
 - (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
 - (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
 - (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
 - (b)
 - (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
 - (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
 - (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.
3. **Random testing.**
 - (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
 - (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.

(c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.

(d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

4. Reasonable suspicion testing.

(a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).

(b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:

(i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or

(ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. Return-to-duty testing.

(a) Alcohol. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) Controlled Substances. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. Follow-up testing.

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.

(H) **A "refusal to submit" to an alcohol or controlled substance test includes:**

Refuse to submit (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

The consequences for refusing to submit to an alcohol or controlled substances test are as follows: A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

(I) **The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:**

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

(J) **The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include:** Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

(K) **Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected:** Information will be made available by the counselor to employees ~~upon request~~.

(L) The requirement that the following personal information collected and maintained under this part shall be reported to the Clearinghouse:

(i) A verified positive, adulterated, or substituted drug test result;

(ii) An alcohol confirmation test with a concentration of 0.04 or higher;

(iii) A refusal to submit to any test required by law;

(iv) An employer's report of actual knowledge of:

(A) On duty alcohol use; pursuant to § 382.205;

(B) Pre-duty alcohol use pursuant to § 382.207;

(C) Alcohol use following an accident pursuant to § 382.209; and

(D) Controlled substance use pursuant to § 382.213;

(v) A substance abuse professional (SAP as defined in § 40.3 of this title) report of the successful completion of the return-to-duty process;

(vi) A negative return-to-duty test; and

(vii) An employer's report of completion of follow-up testing.

Legal Reference: 49 CFR §382.601(b)(12).

Appendix adopted: 7/11/22

Revised:

KEARNEY PUBLIC SCHOOLS
Kearney, Nebraska

4031-AE
1330

Personnel

Tobacco – Free Environment

It is the intent of the Board of Education of the Kearney Public Schools to create a tobacco-free environment within the Kearney Public Schools. Because we value our students and employees, the promotion of health, safety, and well-being is one of our utmost concerns.

Use of tobacco is linked to heart, lung, mouth, throat, gum, and respiratory diseases. Smoking is the major preventable cause of premature death today. Non-smokers can be harmed by passive smoke. Some employees already suffer from respiratory diseases, heart diseases, or allergies where they may be at risk when the smoke is present. Smokeless tobacco (chew or snuff) has been declared a cancer threat by the U.S. Surgeon General and World Health Organization. When rights of smokers and non-smokers conflict and accommodation is not possible, the rights of the non-smoker prevail, in accordance with this policy.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect.

A ban on all tobacco use will be the policy on all Kearney Public Schools property and in all school-owned vehicles. Tobacco use by the general public or adult employees will be prohibited, including, without limitation, the concession stands and bleachers at outdoor athletic fields and near the entry of school buildings.

- f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
- g. Clothing or jewelry that is gang related.
- h. Visible body piercing (other than ears).

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any location where the student is authorized to be on such school grounds or at any school function, as long as the tribal regalia does not interfere with the educational process and does not endanger another person, as determined by the administration. Further, students will also be permitted to wear attire, including religious attire, natural and protective hairstyles, adornments or other characteristics associated with race, national origin, or religion, as long as the attire does not interfere with the educational process and does not endanger another person, as determined by the administration.

No student shall be disproportionately affected by a dress code or grooming policy enforcement because of the student's gender, race, color, religion, disability, or national origin. No school staff shall permanently or temporarily alter or cut a student's hair.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

A student dress code violation will be treated as a minor rule violation and may not require the student to miss substantial classroom time, instructional time, or school activities. However, a repeated violation of school rules may subject the student to further discipline, as outlined in this Policy.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student may be assigned to in-school suspension for the remainder of the day. Students may not be allowed to leave campus to change clothes. Continual violations of the dress code may result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

E. Electronic Devices:

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.

b. Definitions.

(1) "Electronic devices" include, but are not limited to, cell phones, IPADS, tablets, or any other electronic or battery powered instruments which transmit voice, text, or data from one person to another.

c. Possession and Use of Electronic Devices.

(1) Students are not permitted to possess or use any electronic devices during class time. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.

(2) Students are permitted to possess and use electronic devices before school hours, at lunch time (KHS only), during passing periods (KHS only), and after school hours, provided that the student not commit any abusive use of the device (see paragraph (d)(1)). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

(3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class).

(4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's conditions.

(5) When determined appropriate by the Superintendent or Superintendent's designee.

d. Violations:

Violations of the electronic use policy will be handled in accordance with the Student Code of Conduct. The Code of Conduct can be found in the Kearney Public Schools PreK-12 Handbook.

6. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students may be subject to disciplinary actions that might constitute sexual conduct.

7. Law Violations:

a. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code, will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials.

Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made. The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

b. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Legal Reference: Neb. Rev. Stat. 79-254 to 79-296
 Neb. Rev. Stat. Section 79-2,160

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KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Students

Full-time and Part-time Enrollment

Students must be enrolled in Kearney Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. Enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. Enrolled students taking the limited number of credits needed to graduate in the school year;
3. Enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. Enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. Students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. Non-public school students in accordance with the policies and procedures set forth in this policy.

Part-Time Enrollment of Non-Public School Students –

The School Board shall allow the part-time enrollment of students who are residents of the school district and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as “non-public school students.”

The School Board establishes the following guiding principles for enrollment of non-public school students:

- (1) The primary school for a non-public school student is the student's private, denominational, parochial or home school.
- (2) Enrollment of a non-public school student in Kearney Public Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
- (3) Non-public school students are not to be given priority over full-time students.
- (4) Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
- (5) Enrollment of non-public school students is not to negatively affect the educational services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

A. Non-Public School Student Enrollment Application Procedures -

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. Deadline for Applications. The application must be received by September 1st of the current school year the student wishes to enroll.
 - a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
 - b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 15th.
3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.
4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.
5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

B. Non-Public School Student Admission -

1. Admission Requirements. Students must meet the normal admission requirements. This includes the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.
2. Admission Process. Students must complete the normal enrollment - process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

C. Non-Public School Student Enrollment Standards –

1. Maximum Enrollment. Students may not enroll in more than 2 middle school classes during any one semester. Students may not enroll in more than 25 credit hours in high school per semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will not ordinarily not be available for non-public school students.

3. **Integrated Courses.** Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. **Educationally Appropriate Programs and Courses.** Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. **Selection of Courses.** Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

Non-Public School Student Policies –

1. General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.
2. Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.
3. No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled, including as applicable state or district-wide assessments, as full-time students.
4. Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school-sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.
5. Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.
6. Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.
7. Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement, unless otherwise required by law. Full-time students will be given first consideration for parking on the high school campus.
8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.

9. Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. Non-resident students may only be admitted on a part-time basis or permitted to participate in a school-sponsored extracurricular activity when required by law. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. Any student covered by this subsection must enroll in five (5) credit hours through the District in any- the semester in which the student participates in an extracurricular activity.

There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules.

Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Grades/Assessment

Students transitioning from non-public schools shall receive report cards and transcripts; however, class ranking and grade point averages shall not be computed for part time students as comparison for class ranking. Non-public school students shall participate in all district assessments that are a part of the class/course in which the student is enrolled.

Official School Transcripts

Credits may be acknowledged for documented non-public school curriculum satisfactorily completed by the student for purposes of placement and graduation. The transcript record of the non-public school curriculum may be written into the official transcript records of the Kearney Public Schools, noting that the courses were completed in a non-public school setting. Grades awarded to the student for completion and evaluation of the non-public school curriculum shall not be utilized in the calculation of the student's grade point average (GPA) or in determining class rank.

Graduation Requirements

All students of the District shall meet the graduation requirements of the Kearney Public Schools including the course and credit requirements. Non-public school transcripts shall be analyzed and such courses or curriculum may be allowed as meeting program requirements. Courses completed in the non-public school setting shall be so marked. Acceptance of all courses credited may not be approved for all non-public school curriculum, depending on review by the school counselor considering comparative district coursework and requirements.

A non-public school student must be in attendance during the semester prior to graduation in order to receive a diploma from Kearney High School.

Legal Reference: Neb. Rev. Stat. Sec. 79-2,136 and Sec. 79-526
LB 705, §75
Title 92, Nebraska Administrative Code, Chapter 10

Policy adopted: 8/14/17
revised: 8/14/23

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Students

Promotion and Retention

Students shall normally progress from one grade to the next higher grade by annual promotions.

A teacher may recommend that a student be retained based on performance documentation and teacher judgment outlining the benefit of such retention to the student. The teacher must confer with principal and parent. All efforts will be made to reach agreement on the student's placement. If resolution cannot be reached, the parent will be notified. The teacher's written recommendation for promotion or retention will be placed in the student's cumulative folder.

If a parent or guardian would like their student to retake a grade level, the parent or guardian must meet with the Superintendent or designee to discuss the student repeating a grade. At that meeting, the parent or guardian must provide evidence of academic needs, illness, or excessive absenteeism that would warrant the student to repeat the grade. A student in kindergarten through fourth grade may be retained due to academic needs, illness, or excessive absenteeism. A student in grades fifth through twelfth grade may be retained due to excessive absenteeism. At such meeting, the Superintendent or designee shall identify any alternative educational opportunities, including remedial instruction, if applicable, and verify any special education supports available to such student. If the student's parent or guardian still intends for their student to repeat a grade, such parent or guardian shall then complete the required form and return such form to the District. Upon completion of the form and if all requirements pursuant to this policy and law are met, the District shall permit the student to repeat the student's grade for the next school year.

On rare occasions, acceleration may be considered when a student demonstrates exceptional aptitude for advanced study as determined by specific district testing, and demonstrated advanced academic performance.

Legal Reference: Neb. Rev. Stat. Sec. 79-526 & 79-2,161

Policy adopted: 8/14/17
revised: 7/8/24
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA



Request to Repeat a Grade
August 2024

[Nebraska Revised Statute 79-2.161](#) establishes a procedure whereby a parent or guardian can request their child to repeat a grade for the following reasons:

- a) Academic needs (*Student in grades Kindergarten thru fourth*) – Academic needs means that a child is at least one year below grade level and behind the child's typically developing peers in reading, English, and language arts such that the child does not possess the necessary academic skills required to succeed in reading, English, and language arts at grade level for the next grade the student would otherwise advance to
- b) Excessive Absenteeism (*Student in grades K-12*) – Excessive absenteeism means that the child was absent fifty percent or more of the school year and includes excused absences, unexcused absences, and absences due to suspension or expulsion. Absences due to approved school-related activities, such as field trips, competitions, athletic events, and testing, are not included; and
- c) Illness (*Student in grades Kindergarten thru fourth*) - Illness means that the child experienced a severe mental or physical illness resulting in hospitalization of two or more weeks during the school year.

A parent or guardian intending to have their child repeat a grade shall request a meeting with school district superintendent or their designee to discuss the decision. The meeting should identify any alternative educational opportunities. If after meeting with the superintendent or their designee, the parent still wishes to retain their child, they must complete this form.

Parent/Guardian Name: _____

Name of Child: _____

Grade Level to be Repeated: _____

Current School District: _____

Date of Meeting with District: _____

Reason and Description for Requesting Repeating of Grade:

Academic Needs (K-4)

Notification of Rights Under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

- 1) The right to inspect and review the student's education records within 45 days of the day the District receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

- 2) The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading at the time the record was created.

Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

- 3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests or otherwise allowed by law. A school official is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the District discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

- 4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

~~Kathleen Styles~~, Office of the Chief Privacy Officer
 U.S. Department of Education
 400 Maryland Avenue, S.W.
 Washington, D.C. 20202

Notice Concerning Directory Information

The District may disclose directory information. The primary purpose of directory information is to allow the District to include information from your child's education records in certain school publications. Examples may include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Under FERPA, "directory information" is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. The types of personally identifiable information that the District has designated as directory information are as follows:

1. Student's Name, address, telephone ~~listing~~-number, and the name, address, telephone ~~listings (if not unlisted)~~-number, e-mail address and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
2. School and dates of attendance;
3. Student's current grade;
4. Student's enrollment status (e.g. full-time or part-time);
- ~~5. Student's date of birth and place of birth;~~
- ~~6.5~~ Student's extra-curricular participation;
- ~~7.6~~ Student's achievement awards or honors;
- ~~8.7~~ Student's weight and height if a member of an athletic team; and
- ~~9.8~~ Student's photograph; ~~and.~~
- ~~10. School or school district the student attended before he or she enrolled in Kearney Public Schools.~~

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student, or would otherwise not be in a student's best interests.

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. Parents or guardians may refuse to allow their student's information to be designated as "directory information" at any time during the school year, so long as the parent or guardian notifies the Superintendent in writing. The period of time within which a parent or eligible student has to notify the District in writing that he or she does not want information about the student designated as directory information is as follows: two weeks from the time this information is first received. Please contact the Superintendent's office to indicate your refusal to have your child's information designated as directory information.

~~The District may disclose information about former students without meeting the conditions in this section.~~

OPTIONAL

~~In addition, notice is further given that FERPA permits the disclosure of personally identifiable information from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in Sec. 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, Sec. 99.32 of the FERPA regulations requires the District to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. The District may disclose personally identifiable information from the education records of a student without obtaining prior written consent of the parents or the eligible student.~~

~~To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the District has outsourced institutional services or functions, provided that the conditions listed in Sec. 99.31(a)(1)(i)(B)(1)–(a)(1)(i)(B)(2) are met. (Sec. 99.31(a)(1))~~

~~To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of Sec. 99.34. (Sec. 99.31(a)(2))~~

~~To authorized representatives of the U.S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the Nebraska Department of Education. Disclosures under this provision may be made, subject to the requirements of Sec. 99.35, in connection with an audit or evaluation of Federal or State supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of personally identifiable information to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (Sections 99.31(a)(3) and 99.35)~~

~~In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (Sec. 99.31(a)(4))~~

~~To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to Sec. 99.38. (Sec. 99.31(a)(5))~~

~~To organizations conducting studies for, or on behalf of, the District, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (Sec. 99.31(a)(6))~~

~~To accrediting organizations to carry out their accrediting functions. (Sec. 99.31(a)(7))~~

~~To parents of an eligible student if the student is a dependent for IRS tax purposes. (Sec. 99.31(a)(8))~~

~~To comply with a judicial order or lawfully issued subpoena. (Sec. 99.31(a)(9))~~

~~To appropriate officials in connection with a health or safety emergency, subject to Sec. 99.36. (Sec. 99.31(a)(10))~~

~~Information the District has designated as "directory information" under Sec. 99.37. (Sec. 99.31(a)(11))~~

~~The District's policy is for education records to be kept confidential except as permitted by the FERPA law, and the District does not approve any practice which involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The District does not either approve or disapprove such teaching practices, and designates such student work as directory information and/or as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the District in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.~~

Notice Concerning Designation of Law Enforcement Unit:

The District designates the [Name] Police Department as the District's "law enforcement unit" for purposes of (1) enforcing any and all federal, state or local law, (2) maintaining the physical security and safety of the schools in the District, and (3) maintaining safe and drug free schools.

Instruction

Extra-Curricular Activities

Extra-curricular/co-curricular activities are school-sponsored clubs, programs, events, and performances. For a list of activities, please see the Student Activity Handbook.

Participation

Participation for middle and high school students is encouraged, but requires good standing in academic areas and adherence to rules of conduct promulgated by the Board of Education. Participation in athletics at the 6-12 grade levels will be restricted to a student's biological sex, at birth as stated on the student's original birth certificate or subsequent court order. With that being said, any student (regardless of their birth sex) may participate in any extracurricular activity (including in after-school clubs) that allows both boys and girls to participate.

Conduct

Students shall conduct themselves in a manner so as not to reflect with disfavor or bring discredit to the school, community or their activity group.

Association Activities

The Kearney Public School District is a member of the Nebraska School Activities Association, which is a voluntary organization of public and private schools of Nebraska organized for the purpose of promoting and regulating the competition between schools in what is generally known as the extracurricular activities.

All students participating in extracurricular activities shall follow the rules provided by the Nebraska School Activities Association and rules of Kearney Public Schools. The Superintendent or designee shall, as required by law, designate each school-sponsored interscholastic athletic team or sport as either: (1) boys; (2) girls; or (3) mixed.

Students who represent Kearney Public Schools in any of its allied or extracurricular activities shall practice a high level of citizenship both in school and in community living.

Interscholastic Activities

Addition of New NSAA Interscholastic Activities (Team or individual)

The following guidelines must be met before a new interscholastic activity is added at Kearney High School. Adequate interest and adequate numbers must be shown for development of a team.

1. The activity must be sanctioned by NSAA and culminate with a state contest.
2. A qualified coach or sponsor must be in charge of the activity. The head coach must meet NSAA Coaching requirements.
3. A schedule of contests or games must be arranged by the Activities Director prior to the start of the season. Geographic proximity of contests, comparable school participation, and quality of scheduling must be considered.
4. Appropriate facilities for practice and competition must be available for the activity.
5. An initial start-up budget must be provided through the District's budgetary and allocation process. Consideration may be given for accepting funds raised through booster or other support organizations or through the Kearney Public Schools Foundation. Additional funds will be added to the school's activity budget to provide funding for the activities' on-going yearly budget.

6. Proposals for new activities shall be submitted to the High School administration prior to March 1. A School Activity Committee, selected by the High School Principal and Activities Director, will review all applications and proposals received by March 1 for compliance with the Interscholastic Activities Guidelines and make a recommendation to the board concerning adoption of the activity prior to the December Board of Education meeting.
7. A completed proposal for the initiation of the activity must be approved by the Board of Education by the December Board of Education meeting in the school year preceding the initiation of the activity.

Non-NSAA activities will follow the same process as above (except number 5) but need not be sanctioned by the NSAA.

Policy adopted: 8/14/17
revised: 4/10/23
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Student

Foster Care Student Transportation

In accordance with federal and state law, the District's written transportation procedures for foster care children are as follows:

Students to be Transported

DHHS will contact the District to inform the District of a foster care student living in the District and/or to be educated by the District. The District will communicate with DHHS on any further matters concerning said foster care student(s).

School of Origin

The District will work to develop a transportation plan for each foster care student needing transportation to the student's school of origin, as defined and required by federal law. Each student's situation will be different, so there is no single transportation plan for every foster care student. Transportation options may include: (1) the foster care family; (2) a bus or school vehicle; (3) transportation to a pickup location; or (4) some other form of transportation in accordance with state and federal law. Foster care students on an IEP may require other considerations and/or different transportation obligations.

When required by law, the District will coordinate the foster care student's transportation to the school of origin while any disputes regarding transportation until the disputes are resolved.

Costs

If the student can be transported by the District without the District incurring any additional costs, then the District will normally transport the student. However, if the District will need to incur additional costs to transport the student, then DHHS will cover any such additional costs associated with the foster care student's transportation. If the District and DHHS are unable to agree on a transportation plan, the District and DHHS will work together to resolve any differences.

Oversight, Implementation, and Administration

The District's Homeless Liaison is responsible for overseeing these procedures, updating them as needed, and otherwise ensuring that the District complies with the transportation requirements for foster care students.

Legal Reference: 20 U.S.C. § 6312.

Date of Adoption: [Insert Date]

InstructionTitle I Parental/Community Engagement in Schools

The written District Parent and Family Engagement Policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below:

- ~~Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.~~
- ~~Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.~~
- ~~Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.~~
- ~~Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.~~
- ~~Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.~~
- ~~Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.~~
- ~~Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.~~

Legal Reference: _____ 20 U.S.C. SS6318 and 7801(32)

Policy adopted: 8/14/17 _____ KEARNEY PUBLIC SCHOOLS
 _____ revised: 8/13/18 _____ KEARNEY, NEBRASKA

**INTERLOCAL AGREEMENT
FOR INSTRUCTIONAL PROGRAMS BETWEEN
Kearney High **AND**
CENTRAL COMMUNITY COLLEGE**

This Agreement is made the day and year hereinafter written by and between Kearney Public Schools **a/k/a/** Kearney High, hereinafter referred to as “THE DISTRICT” or “DISTRICT”, and Central Community College, hereinafter referred to as “CCC,” under and pursuant to the Interlocal Cooperation Act as set forth in Sections 13-801 to 13-827 R.R.S. Neb. (“Act”) and other laws. THE DISTRICT has as its primary place of business 320 West 24th St, Kearney, NE 68845; and CCC has as its primary place of business for purposes of this agreement at CCC’s Administrative Offices, 3134 West Highway 34, P.O. Box 4903, Grand Island, NE 68802-4903.

WHEREAS, THE DISTRICT and CCC are both public agencies under and pursuant to the Act and other laws and desire to cooperate with each other and allow for CCC to conduct college courses and programs at facilities owned and maintained by THE DISTRICT, hereinafter referred to as the “PROGRAM(s)”; and,

WHEREAS, the governing body of each of the parties has approved this Agreement as required by law and all the parties hereto can expect to substantially benefit from the same courses; and,

WHEREAS, THE DISTRICT wishes to update the school district’s curriculum for the career, technical and/or academic programs; and,

WHEREAS, THE DISTRICT desires to develop a revenue-neutral PROGRAM with CCC, with all costs of the PROGRAM(s) covered by the contractual agreement with THE DISTRICT and CCC and through tuition and/or fees, and textbooks paid by participating DISTRICT students receiving CCC credit.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, it is agreed as follows:

- 1. Term.** The term of this Agreement will be from **July 1, 2025** through **June 30, 2028** unless extended by mutual agreement of the parties. Unless written notice is given by THE DISTRICT to CCC on or before 90 days prior to end of agreement, of a desire to terminate this agreement at the end of the term, this Agreement shall be extended to include additional annual terms to be from July 1 through June 30 of following years.

2. **Termination.** This Agreement is subject to cancellation by either party, without cause, with 120 days written notice to the other.
3. **Purpose.** To provide the PROGRAM(s) on a cooperative basis to the mutual benefit of both parties. The PROGRAM(s), subject to adjustments by the Program Administrators as provided herein, or their successors, generally includes the components set forth in Sections 3 and 4 of this Agreement.
4. **Central Community College.** Central Community College agrees to provide the following:
 - a. **Courses of Instruction.** CCC shall provide a course of instruction to include instructional and appropriate interactive experiences for the students to be taught and conducted by qualified instructors employed by CCC or THE DISTRICT, meeting CCC guidelines. Courses may include, but are not limited to: Automotive Technology, Construction Technology, Mechatronics, Business Technology, Information Technology, Advanced Manufacturing, Design Technology, and general education courses like Mathematics, English, Spanish, Sciences, and History. Courses will be determined on an annual basis and part of an addendum agreed upon by CCC and THE DISTRICT.
 - b. **Licenses or permits (if applicable).** CCC may secure and pay for necessary licenses or permits, if any are required for the PROGRAM(s) and shall operate such instructional PROGRAM(s), in full compliance with all applicable local, state, and federal laws.
 - c. **Textbooks and Instructional Materials.**
 1. **Instructor Materials:** CCC shall provide all required instructional materials for instructors teaching CCC courses at THE DISTRICT, such as an instructor copy for required textbooks and/or digital resources and access to CCC's Library Resource Center (onsite and electronic).
 2. **Student Materials:** THE DISTRICT determines if students will purchase their own textbooks and instructional software or if THE DISTRICT will provide those materials. CCC will provide access to CCC's Library Resource Center (onsite and electronic) to enrolled students.
 3. **Computers and Software:** CCC shall provide specifications for THE DISTRICT's classroom computers and software used for CCC courses.

- d. **Equipment.** CCC shall provide THE DISTRICT with the specifications and estimated costs for major mechanical equipment and specifications for safety equipment including ventilation specifications to be purchased by THE DISTRICT for use of CCC in the conduct of the PROGRAM(s).

- e. **Faculty.** THE DISTRICT or CCC shall provide the faculty to teach the PROGRAM(s). For the PROGRAM(s), THE DISTRICT will notify CCC of any changes in faculty as such changes occur. All faculty shall be certified by the State of Nebraska to teach secondary education. In the event a DISTRICT instructor or alternate instructor is unavailable for more than five consecutive days, CCC and THE DISTRICT will mutually decide upon a plan that ensures appropriate supervision and instruction is provided for students enrolled in the PROGRAM being conducted on THE DISTRICT's facilities. THE DISTRICT will require all faculty assigned to THE DISTRICT's facilities to observe all policies, rules, regulations, and administrative directives duly adopted and in effect at THE DISTRICT. CCC shall provide instructor training and training aids. CCC will provide instructor evaluation and supervision of the PROGRAM(s) courses offered for college credit.

- f. **Calendar.** CCC and THE DISTRICT will exchange instructional calendars indicating dates which are designated as holidays and vacation periods by both institutions. Both CCC and THE DISTRICT's program administrators shall coordinate and agree on final calendars and PROGRAM(s) dates. Instruction at THE DISTRICT facilities will meet the minimum contact hours required for CCC courses.

- g. **Number of Students and Class Schedule.** CCC and THE DISTRICT shall designate the number of students allowed to participate in THE DISTRICT facilities. CCC and THE DISTRICT assume full responsibility for designating the time schedule for the PROGRAM(s) courses. CCC will not schedule activities on THE DISTRICT's premises at unreasonable or inconvenient times for THE DISTRICT. THE DISTRICT activities and programs shall have priority, subject to coordination between the Program Administrators. THE DISTRICT agrees to assist students with registration in CCC courses and CCC will provide the instructor with roster and grading resources. If, for any reason, there are any significant changes in the number of students or in the time schedule agreed upon after classes start, THE DISTRICT will notify CCC.

- h. **Student Welfare.** CCC shall be solely responsible for student learning through the direction of full-time or part-time CCC faculty assigned to the PROGRAM(s). Students assigned to the courses at THE DISTRICT's facilities shall meet all safety requirements and regulations. In the event any student should sustain minor illnesses or emergency health situations while on THE DISTRICT's premises, such student will be required to notify the instructor. THE DISTRICT agrees to direct emergency medical care for students in case of an illness or accident while on THE

DISTRICT's premises including contacting 911 if needed. The CCC instructor shall complete an accident report as required by CCC procedures. CCC will require all students assigned to THE DISTRICT's facilities to observe all policies, rules, regulations, and administration directives duly adopted and in effect at THE DISTRICT.

- i. **Academic Accommodations**: High school students who enroll in Early College courses are eligible to receive academic accommodations. To access CCC's Academic Accommodations, the student will need to register with CCC's Disability Services office and initiate a request for accommodations. CCC provides a wide array of accommodations for students with physical, psychological, medical, or learning disabilities. Students can begin the process by applying through our online portal or by contacting our offices directly at disabilityservices@cccneb.edu.
- j. **Liability Insurance**. CCC shall obtain and maintain primary liability insurance coverage, with a certificate of insurance to be provided to THE DISTRICT and updated annually covering all acts or omissions of CCC faculty or students who are assigned to the PROGRAM(s) and THE DISTRICT facilities in the individual or aggregate amount of no less than \$1,000,000, and shall cause THE DISTRICT to be named as an additional insured on such policy or policies.

5. THE DISTRICT agrees to provide the following:

- a. **Contribution toward Costs**. THE DISTRICT reserves the right to provide for the tuition of each student or assist student in seeking Foundation or Scholarship support.
- b. **Facilities**. THE DISTRICT shall provide appropriate and functional facilities and access to reasonable and mutually agreed upon support spaces for communication, media or secure storage.
- c. **Support Staff**. THE DISTRICT shall provide support faculty, facility maintenance, and attendant overhead costs, including electricity, heating and cooling, custodial service and trash services, CCC will provide appropriately marked hazardous waste containers and disposal of materials as related to PROGRAM(s) needs. THE DISTRICT will assume all responsibility for removing hazardous waste from THE DISTRICT premises.
- d. **Computers and Technology**. THE DISTRICT shall provide instructor and student access to computers and internet access as needed for PROGRAM(s), along with instructor access to printers and copy machines as provided to THE DISTRICT teaching staff.

- e. **Liability Insurance.** THE DISTRICT shall obtain and maintain primary liability insurance coverage, with a certificate of insurance to be provided to CCC and updated annually covering all acts or omissions of CCC faculty or students who are assigned to the PROGRAM(s) and THE DISTRICT facilities in the individual or aggregate amount no less than \$1,000,000, and shall cause CCC to be named as an additional insured on such policy or policies.
6. **Disciplinary Matters.** The parties recognize there will be times when complaints arise that fall under the student codes of conduct (Title IX, Section 504 or any other applicable local, state or federal regulation or law) of both parties. The party receiving the complaint will notify the other party in a timely manner, and promptly provide the other party with any complaint received. If, despite the good faith effort of the parties, they are unable to agree on a process for investigating the complaint, the party whose employee/student is the respondent of the complaint will determine the process. The parties will cooperate in any investigation initiated and make its employees/students reasonably available to the investigator. The investigator will prepare a report that will be provided to both parties setting forth findings as to the allegations and the basis for the findings. The investigator will make recommendations based upon the findings. Each party will apply appropriate discipline as required by their respective student codes of conduct.
7. **Administration of PROGRAM(s) and Miscellaneous.** A separate legal entity will not be created by this Agreement. The PROGRAM(s) shall, however, be administered by one individual appointed by each party ("Program Administrators") who will meet, as necessary, to administer the PROGRAM(s), interpret this Agreement and make appropriate adjustments in the PROGRAM(s) as may be required from time to time. Unless otherwise agreed, THE DISTRICT shall serve as the fiscal agent of the PROGRAM(s) and this cooperative activity between the parties and may adopt and utilize such accounting, payment, and budgeting procedures as it deems necessary to implement this Agreement. The Program Administrators shall also meet near the end of the term of this Agreement and determine issues of continuation and procedures for exercising the options to renew as provided herein.
8. **Indemnification.** To the fullest extent permitted by law, each party shall indemnify, defend, and hold harmless each other and the other parties' officers, agents, and employees from and against claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of or resulting from each agency's performance of this Agreement that may result in any claim or damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to, or destruction of, tangible or intangible property, including the loss of use resulting therefrom that is caused in whole or in part by such party or anyone directly or indirectly employed by the same. This

section shall not require any individual or public agency to indemnify or hold harmless the other agencies to this Agreement for losses, claims, damages, and expenses arising out of, or resulting from, the agency or its employees own sole negligence.

9. Amendment. Except as otherwise provided herein, this Agreement may be amended or modified only in writing signed by the parties hereto.

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, THEIR SUCCESSORS, AND ASSIGNS.

Central Community College

BY: _____
Authorized Official Date

Kearney High School

BY: _____
Authorized Official Date

DocuSigned by:
Daniel Gettinger
8F3C3DD8C4424EE...
7/15/2025



Memorandum of Understanding for Early College Courses in CCC Service Area

This Agreement is entered into this 1st day of July, 2025 between Kearney High Schools (hereinafter "THE DISTRICT") and Central Community College (hereinafter "CCC"), agree as follows:

WHEREAS, THE DISTRICT desires to provide course offerings to its students in partnership with CCC, provided by CCC at THE DISTRICT High School, and,

WHEREAS, CCC is a community college that can provide course offerings to THE DISTRICT students for college credit, or for dual high school and college credit, and,

WHEREAS, the parties desire to enter into an agreement specifying the rights and responsibilities of the parties with respect to this partnership.

NOW, THEREFORE, the parties hereby agree as follows:

1. THE DISTRICT selects the rate option for each course offered, as determined by CCC Rate Guidelines. Students will be charged CCC tuition and fees for any classes provided by CCC based on the rate option selected by the THE DISTRICT (See Addendum for tuition options and classes offered). THE DISTRICT maintains ability to pay tuition or assist students with Foundation or scholarship assistance.
2. CCC provides online registration and enrollment via DualEnroll. This application is available to students, parents, guardians, and appropriate faculty and staff from THE DISTRICT to assist with registering students and verifying enrollment.
3. If the high school employed instructor (hereinafter referred to as "HS INSTRUCTOR(s)") is paid by the CCC, CCC will pay THE DISTRICT the published college adjunct rate of pay for each credit hour per section with minimum registrations of 8. The minimum enrollment and payment of 80% of the published College adjunct rate will be determined by the Community and Workforce Education (CWE) Dean and Associate Dean. Sections which have enrollments less than the established minimum may be combined for payment if approved by the CWE Dean and Associate Dean. CCC will provide W-2 forms as required by law and follow CCC payroll deadlines and processes.
4. Census data for the purposes of determining payment will be compiled by CCC by the 10th day of attendance each term.
5. Grades for CCC courses taught by HS INSTRUCTORS in the high school will be due no later than seven days after the end of the respective CCC term unless given prior approval from CCC administration.
6. HS INSTRUCTORS who teach college credit or dual credit courses pursuant to the terms of this agreement will be invited to annual adjunct instructor training as offered during the

05/22/2025

year. New faculty must attend Learning Management System (LMS) training at least 10 days prior to the first day of class. This may be accomplished by attending Adjunct Instructor Training provided each summer by CCC, setting up an individual meeting with CCC's LMS staff, or meeting with their supervising associate dean. Returning instructors must attend the training at least once every three years and update training as needed. CCC will pay attending HS INSTRUCTORS a stipend for each day of training at the published college rate.

7. HS INSTRUCTORS must be appropriately credentialed prior to teaching according to current CCC guidelines. Credentials must be on file with CCC's Vice President of Innovation & Instruction. CCC will share credential files with THE DISTRICT at THE DISTRICT's request.
8. HS INSTRUCTORS will be observed and evaluated once within every three years by CCC personnel. HS INSTRUCTORS found not to meet CCC requirements may be required to attend supplemental training, meet with CCC supervisors and/or be removed from their CCC instructional role.
9. HS INSTRUCTORS will utilize the CCC Learning Management System (LMS). Use of the LMS includes, as a minimum, the approved course syllabus, the assigned grade scale established by CCC, and the approved electronic grade book to submit the final grade. Any individual graded assignments that are not recorded in the LMS gradebook and are appealed by students, will need to be tracked and addressed utilizing THE DISTRICTS own LMS using CCC's grade appeal procedure. THE DISTRICT agrees to provide CCC access to THE DISTRICT's LMS information upon request.
10. HS INSTRUCTORS will utilize CCC curriculum. Additional course content may also be taught, so long as all CCC learning objectives are met.
11. HS INSTRUCTORS will utilize the CCC required textbook, unless approval has been granted for an alternative textbook by the CCC instructional administration. Schools may use approved textbooks for a period of three (3) years from date of approval. A 30-day advanced notice and sample textbook are required for review prior to approval.
12. HS INSTRUCTORS will participate in CCC's Early College Registration Verification and Student Progress Notification System (SPNS). HS INSTRUCTORS will respond to roster verification requests from CCC staff in a timely manner. HS INSTRUCTORS may also refer students that are academically at risk to the CCC Early College Success Coach. Additional information is provided at the annual Adjunct Training workshops.
13. HS INSTRUCTORS will participate in the collection of assessment of student learning (ASL) data and will assist in the analysis of data.
14. Students who are enrolled in CCC coursework are CCC students and are required to access the CCC WebCentral portal to access their LMS and to utilize CCC student email.
15. CCC uses Multi-factor Authentication (MFA) to verify students' online identity. This requires students to have access to their cell phone to receive a text message or utilize a

free application for verification. Upon THE DISTRICT's request, CCC can also provide a Security Token (aka FOB) that is programmed to each student to verify their identity. If THE DISTRICT determines FOBs are required, advanced notification is needed to assist students with access to their supporting CCC LMS, course materials, and CCC email address.

- 16. CCC provides traditional and online registration and enrollment. DualEnroll, the online registration application, is available to students, parents, guardians and appropriate faculty and staff from THE DISTRICT to assist with register students and verifying enrollment. THE DISTRICT may identify staff to monitor student registration and enrollment via DualEnroll, when the application is utilized.

CCC utilizes Barnes and Noble College to provide a textbook service called "Raider Ready." This service is made available to all students to ensure that required textbooks (Printed and Digital) are available on the first day of class. There is a mandatory per-credit hour fee for this service. Most Early College courses offered on-site at a high school are exempt from this program, but if not, the student must request to opt-out in advance or be subject to the additional cost.

- 17. Students who are enrolled in CCC coursework are CCC students and are responsible for knowing and behaving in compliance with the CCC Student Code of Conduct and Civil Rights policies and procedures. These are published on CCC's public website.

- 18. The Transition Advantage Scholarship (TAS) is available to students who earn 12 college semester credits or more from CCC before graduation and continue to CCC after graduating from high school. Additional scholarship opportunities are available by using the CCC Scholarship Application <https://ccc.awardspring.com/>

- 19. This agreement shall remain in full force and effect for one academic year until June 30, 2026 and shall be automatically renewed annually following that date upon like terms and conditions unless one of the parties notifies the other in writing ninety (90) days prior to the expiration of this agreement that it desires to renegotiate an agreement. Specific class offerings will be updated by an addendum to this agreement on an annual or semester basis.

- 20. Changes to this agreement must be in writing and executed by both parties to the agreement.

Central Community College
Authorized Official

High School Authorized Official

Date

Date

DocuSigned by:
Daniel Gettinger
8F3C3DDBC4424EE...
7/15/2025

05/22/2025



Addendum to the Memorandum of Understanding for Early College Courses in CCC Service Area

This Addendum to the Memorandum of Understanding (MOU) is entered into this 1st day of July, 2025 between Kearney High Schools (hereinafter "THE DISTRICT") and Central Community College (hereinafter "CCC"), agree as follows:

Based on available funding, CCC provides high schools with two tuition rate options for class sections taught by a faculty member of that high school:

- A. Early College students will be charged \$ 34/credit hour tuition + \$16/credit hour for student fees = \$ 50/credit hour for courses taught by high school-employed instructors. CCC pays \$600/credit hour resource payment to the high school or directly to the high school instructor or a combination of both, not to exceed \$600/credit hour.
- B. Early College students will be charged student fees only (\$16/credit hour) for courses taught by high school-employed instructors offered at high school locations. CCC will not reimburse the school or provide payment to the high school instructor.

CCC is now partnering with Barnes and Noble College to provide a textbook service called "Raider Ready". This service is made available to all students to ensure that textbooks (Printed and Digital) are available on the first day of classes. There is a mandatory \$22/credit hour fee in addition to tuition and fees. Most Early College courses are exempt from this program, but if not, students must request to opt-out in advance or be subject to the additional cost.

THE DISTRICT has selected the following option(s): **B** (Please explain if multiple options are selected).

Classes delivered at a CCC location or provided remotely by CCC instructors (INFO1120, MATH1150, MATH1050, HLTH1200, CHEM1050, & online) will have a tuition of \$19 and \$16 fees per credit hour, for a total of \$35 per credit hour (books costs not included).

Proposed Courses to be offered at (HS):

<u>Term</u>	<u>ALPHA/Title</u>	<u>Instructor Name</u>	<u>Credits</u>	<u>\$ Amount Paid to Instructor or HS</u>	<u>Raider Ready</u>
FA/SP	BSAD 1360 Per Fin Plan	Kaylie Baker	3	No payment to instructor or HS	No (exempt)
25FA	ENTR 1050 Entrepreneur	Rebecca Larson	3	No payment to instructor or HS	No (exempt)
FA/SP	MATH 1600 Cal & Ana Geo	Rosann Gartner	5	No payment to instructor or HS	No (exempt)
FA/SP	MATH 2170 Statistics	Sarah Wall	3	No payment to instructor or HS	No (exempt)
FA/SP	WELD 1320 Cutting	Andrew Moland	2	No payment to instructor or HS	No (exempt)
FA/SP	WELD 1450 GMAW I	Andrew Moland	3	No payment to instructor or HS	No (exempt)
26SP	WELD 1460 GMAW II	Andrew Moland	2	No payment to instructor or HS	No (exempt)
26SP	WELD 1300 Oxy Weld I	Andrew Moland	3	No payment to instructor or HS	No (exempt)
25FA	WELD 1250 Blueprint Rea	Andrew Moland	3	No payment to instructor or HS	No (exempt)
FA/SP	AUTO 1000 Basic Shop P1	Sam Matticks	2	No payment to instructor or HS	No (exempt)
FA/SP	AUTO 1020 Fast & Job Mg	Sam Matticks	2	No payment to instructor or HS	No (exempt)
FA/SP	AUTO 1800 B/S/S/Tire Ba	Sam Matticks	3	No payment to instructor or HS	No (exempt)
26SP	AUTO 1100 Auto Elect Sy	Sam Matticks	3	No payment to instructor or HS	No (exempt)
26SP	AUTO 1200 Man Tran & Cl	Sam Matticks	2	No payment to instructor or HS	No (exempt)



Addendum to the Memorandum of Understanding for Early College Courses in CCC Service Area

Proposed Courses to be offered at (KHS), page 2:

<u>Term ALPHA/Title</u>	<u>Instructor Name</u>	<u>Credits</u>	<u>\$ Amount Paid to Instructor or HS</u>	<u>Raider Ready</u>
FA/SP INDT 1100 Con of Elect	Andrew Olson	3	No payment to instructor or HS	No (exempt)
FA/SP INDT 1800 Intro to Instr	Andrew Olson	3	No payment to instructor or HS	No (exempt)

CCC will also provide AUTO & WELD students with the following equipment: (1) Brake Lathe/BL8922L, (1) Tire Mounter/TCX505, (1) Wheel Balancer/DSP9600, (1) 10,000 lbs Lift, (1) Parts Washer, , GM Engine/76963, GM 8.1L on run stand, 4 cyl.. Turbo Diesel on run stand, (6) Miller XMT 350 MPS, & (6) Miller PKG Feeder S-74 with gun drive roll kit MFG, (2) Lincoln Invertec Welders.

Certificate Of Completion

Envelope Id: 7C24D789-5E67-42DE-A851-C8130B4E0FA0
 Subject: Please DocuSign: Interlocal Agreement and MOU with Addendum
 Source Envelope:
 Document Pages: 11
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent
 Envelope Originator:
 Daniel Gettinger
 3134 W Hwy 34
 Grand Island, NE 68801
 danielgettinger@cccneb.edu
 IP Address: 198.99.91.56

Record Tracking

Status: Original
 7/15/2025 11:08:38 AM
 Holder: Daniel Gettinger
 danielgettinger@cccneb.edu
 Location: DocuSign

Signer Events

Ruth Kirkland
 hkirkland@cccneb.edu
 Early College/Health Programming Coordinator
 Central Community College
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Daniel Gettinger
 danielgettinger@cccneb.edu
 Associate Dean of Instruction
 Central Community College
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Clint Edwards
 cliedwards@kearneycats.com
 Director of Secondary Ed
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 5/19/2023 8:38:10 AM
 ID: 40b2f9e2-d75f-45d3-a947-8b5e97a76bd8

Joel King
 joelking@cccneb.edu
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signature

Completed
 Using IP Address: 198.99.91.73

DocuSigned by:

 8F3C3DDBC4424EE...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.99.91.56

Timestamp

Sent: 7/15/2025 12:26:43 PM
 Viewed: 7/15/2025 12:56:27 PM
 Signed: 7/15/2025 12:56:39 PM

Sent: 7/15/2025 12:56:41 PM
 Viewed: 7/15/2025 1:51:40 PM
 Signed: 7/15/2025 1:53:00 PM

Sent: 7/15/2025 1:53:02 PM
 Viewed: 7/15/2025 2:03:51 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2025 12:26:43 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Central Community College (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Central Community College:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: carmentaylor@cccneb.edu

To advise Central Community College of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at carmentaylor@cccneb.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Central Community College

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to carmentaylor@cccneb.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Central Community College

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to carmentaylor@cccneb.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Central Community College as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Central Community College during the course of your relationship with Central Community College.

Cooperative Agreement for Dual Enrollment between the
University of Nebraska at Kearney and Kearney Public Schools

This Cooperative Agreement is made this **14th** day of August 2025 between the Board of Regents of the University of Nebraska d/b/a the University of Nebraska at Kearney (University) and Kearney Public Schools (High School).

I. Terms

The Initial Term of this agreement is for one year beginning August 1, 2025 and ending July 31, 2026. After the Initial Term, the agreement may be renewed for additional one (1) year terms, by written mutual agreement of both parties.

- a. If both parties mutually agree to renew the agreement, all terms, conditions, and specifications of the original agreement, as amended, shall remain the same and apply during the extension period(s).
- b. In the event the University chooses not to extend the agreement, the university will provide written notice to the High School at least ninety (90) calendar days before the end of the current term.
- c. In the event that the University chooses not to extend the agreement, the University will provide the necessary support and access needed, beyond the agreement expiration, for then-current dual-enrollment students to complete then-current course requirements and for High School faculty to enter final grades in accordance with University policies and procedures. These University policies, procedures, and other requirements stated hereafter will be made available to High School administrators by the University to inform students and faculty.

2. Eligibility

- a. High school students must be approved to enroll in University dual enrollment course(s) by a designated official (principal, assistant principal, or counselor) from their high school.
- b. Students must also meet the following criteria:
 - Be enrolled in the participating high school class
 - Meet the prerequisites of the University course
 - Have a class standing of a junior or senior
 - Possess the ability to be successful in university-level coursework
 - Meet the required cumulative "B" average (3.00 G.P.A. on a 4.00 scale)

3. Enrollment

This agreement covers only postsecondary courses offered by the University, in which high school students will be permitted to enroll in the Dual Enrollment Program. The university agrees to enroll High School students in courses offered by the University as follows:

- a. Students will be enrolled and registered as University students by completing an application for admission form and having both their high school designated official and parent/guardian signature/approval prior to registration by the stated deadline.
- b. University has the right to deny student enrollment based on high school GPA.
- c. Students can only enroll in the approved courses with approved instructors within High School.
- d. Students with prior and/or delinquent balance/holds with University will not be allowed to register in future dual enrollment or undergraduate courses until balance has been paid/cleared.

- e. Students enrolled in college courses through the Dual Enrollment Program are subject to the academic and disciplinary rules of the University's Student Code of Conduct and must adhere to the University's dual enrollment policies and procedures. Any violations of the Student Code of Conduct are subject to disciplinary proceedings and sanctions.

4. Credit

A student who is accepted in the Dual Enrollment Program shall receive postsecondary credit and credit toward high school graduation as follows:

- a. The Dual Enrollment course becomes part of the student's permanent collegiate Transcript. The course grade and GPA will follow the student within the University of Nebraska system (University of Nebraska at Lincoln, University of Nebraska at Kearney, University of Nebraska at Omaha, and University of Nebraska Medical Center). Students will need to verify with their college of choice to determine how and if the respective courses, grades, and GPA will transfer with academic programs outside of the University of Nebraska system.
- b. University academic departments reserve the right to deny credit if course requirements have not been met.

5. Financial Provisions/Tuition/Fees

The financial obligation for students enrolled in the Dual Enrollment Program will be as follows, or as further detailed in an amendment(s) attached hereto, and updated annually or as fees change:

- a. It is the student's responsibility to work with their high school counselor(s) to apply for scholarships to cover the cost of Dual Enrollment courses.
- b. All students must complete an application for admission and pay a one-time \$45.00 application fee.
- c. Dual Enrollment tuition is \$75.00 per credit hour, plus applicable course fees (based on the current academic year rate and is subject to change). Some classes will carry additional course fees that are charged in addition to the tuition. Tuition and course fees are subject to change.
- d. The appropriate tuition and fees will be charged to the student's account upon enrollment.
- e. The preferred billing method is eBill, an electronic billing statement available on the student's MyBLUE account. All billing notifications will be sent to the student's LoperMail (University email account).
- f. As a courtesy to high school students only, a paper billing statement will also be mailed to the student's current address. University reserves the right to discontinue this courtesy without notice.
- g. It is the student's responsibility to share billing information with parents.
- h. If a check/eCheck is returned unpaid from the bank, University reserves the right to cancel the registration and/or submit the non-collectable check to the County Attorney for prosecution. A \$30 service fee will be charged on all returned checks/eChecks. A late fee payment surcharge will also be assessed and payment will be required by cash or money order.
- i. Tuition and fees not paid by the due date on the billing notice will be assessed as late charges.

- j. All students with outstanding balances after the due date will have holds placed on their accounts.
6. Dual Enrollment High School Faculty Requirements
 - a. High School faculty must meet the minimum qualifications for university faculty. The university and its departments set all requirements in accordance with guidelines and directions articulated by the appropriate accrediting bodies.
 - b. High School faculty will adhere to and abide by University policies and procedures while teaching the University curriculum.
 - c. High School faculty will teach designated course curriculum approved by University departments with the possibility of the University allowing enhancements to be developed in collaboration with University faculty counterparts.
 - d. High school faculty will report grades assigned to dual-enrolled students at the end of each semester. The university academic department(s) will provide training for this process.
7. High School Responsibilities
 - a. The High School is responsible for providing appropriate teaching personnel and classroom facilities.
 - b. High School is responsible for maintaining and evaluating the course content, course prerequisites, and quality of instruction.
 - c. Respective High School faculty salaries will be paid by the High School.
 - d. Division of Academic Affairs must be notified of any dual enrollment instructor changes.
8. Administration and Governance
 - a. The university and High School shall each designate one or more administrators (s) responsible for managing the cooperative undertaking. The party appointing such administrator(s) may change the administrators from time to time upon no less than seven (7) days written notice to the other party.
 - b. Each administrator shall communicate with the other administrator(s) as necessary to effectuate the terms.
 - c. The administrators shall meet or confer no less often than annually to discuss any matters pertinent to this agreement and, in particular, shall discuss course content, student learning, enhancement activities and projects, and alignment of written, taught, and assessed content appropriate for college credit.
9. Expenses
 - a. Each party shall be responsible for its own expenses in connection with this agreement.
10. Indemnification
 - a. Each party of this agreement hereby agrees to indemnify, defend, and hold harmless the other party and its directors, officers, and employees from and against any and all loss, damage, expense (including court costs and reasonable attorney's fees), suit, action, claim, liability or obligation relating to, caused by, arising from or on account of any negligent or wrongful act of the indemnifying party or its officers, employees or agents.
11. Student Privacy Information

Student education records are official and confidential documents protected by the Family Educational Rights and Privacy Act (FERPA). While the rights under FERPA belong to the parents with respect to high school records, these rights belong to the student with respect to the postsecondary records.

 - a. Educational records, as defined by FERPA, include all records that schools or education agencies maintain about students. University, in compliance with FERPA

and as defined by the Board of Regents, may disclose directory information without the student's prior consent. Directory information has been defined as:

- i. Student's name
 - ii. Major field of study
 - iii. Participation in officially recognized activities and sports
 - iv. Dates of attendance
 - v. Degrees and awards received
 - vi. Most recent educational institutions or agencies attended
 - vii. Current enrollment status
- b. The student can contact the Office of Student Records to give written permission for a parent or guardian to access his/her education record. Students can also grant Guest Access via MyBLUE to allow a parent or guardian access to education records.

12. Additional Provisions

- a. The university will pay the High School instructor(s) a stipend for each semester section of coursework taught, according to the current salary structure for dual enrollment instructors at the University, included in Attachment 1 to this contract. Salary structure is based upon the number of students enrolled and course credit per hour per section. This stipend compensates for the instructor collaborating with the University academic department(s), administering any additional assessments requested for general studies courses, utilizing the University system for assigning grades, and attending additional training that may be needed during the academic year or summer.
- b. The listing of dual enrollment courses contained in any University bulletin, catalog, or schedule is by way of announcement only and shall not be regarded as an offer of contract. The University expressly reserves the right to:
 - i. Add or delete a course(s) from its offerings
 - ii. Change times or locations
 - iii. Change academic calendars without notice
 - iv. Cancel any course for insufficient registration
 - v. Revise or change rules, charges/fees, schedules, courses, requirements for degrees, and any other policy or regulation affecting students, including, but not limited to, evaluation standards, whenever the same is considered to be in the University's best interests.
 - vi. These changes include adjustments to high school faculty stipends.
- c. A designated representative of the High School and a designated representative of the University's Division of Academic Affairs will handle problems or concerns.
- d. Special Education/IEP students will be eligible for services through High School.
- e. The university does not discriminate in its academic, admissions, or employment policies, abides by all federal, state, and Board of Regents regulations pertaining to the same, and is an affirmative action/equal opportunity institution.

Mr. Evan Boyd
Dean of Library
University of Nebraska at Kearney

Mr. Jeff Ganz
Principal
Kearney High School

Dr. Julie Schaeffer
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Kearney

Mr. Clint Edwards
6-12 Education Director
Kearney Public Schools

Mr. Scott Benson
Interim Vice Chancellor for Business & Finance
University of Nebraska at Kearney

Mr. Jason Mundorf
Superintendent
Kearney Public Schools

Appendix A
KHS/UNK
2025-2026 Proposed Dual Enrollment Courses

Fall 2025

KHS Course/UNK Course	Instructor	UNK Credit	Sections	Estimated enrollment
Art III/ART 100	Natasha Hahn	3	2	25
AP Chem/CHEM 160/161	Alison Klein	3	2	22
AP Eng Lang/ENG 101/102	Robert Mishou Kathleen Brodine	3 3	1 1	23 19
AP AmHistory/HIST 250	Chris Pocock	3	3	71
AP World History/HIST 231	Kevin Witte	3	3	75

Spring 2026

KHS Course/UNK Course	Instructor	UNK Credit	Sections	Estimated enrollment
AP Spanish/SPAN 200/201	Marshall Everitt	3	1	10
AP Eng Lang/ENG 102	Robert Mishou	3	1	14
AP AmHistory/HIST 250	Chris Pocock	3	3	63
AP World History/HIST 231	Kevin Witte	3	3	65

Changes to the stipend structure in the Fall of 2024

Previously, Dual Enrollment Instructors were paid a stipend from UNK based on the number of students enrolled in their course. We are changing this by increasing the stipend for instructors by altering the formula; beginning in Fall 2024, the stipend will be based on the number of students enrolled in the course and the number of credits per course.

Per credit, rates will be \$150 for four or fewer students, \$225 for 5-19 students, and \$300 for more than 20 students. The chart below shows the breakdown:

	4 or fewer pupils	5-19 pupils	20 plus pupils
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Per Credit	\$150	\$225	\$300
Per 3 credits	\$450	\$675	\$900
Per 4 credits	\$600	\$900	\$1200

2025-2026 Early Entry Enrollment Courses at UNK

Fall 2025

KHS Course/UNK Course	Instructor	UNK Credit	Estimated Enrollment
Teaching in a Democratic Society/ TE100		3	2
Intro to American Politics/ PSCI110		3	11
*Foundation of Early Childhood/ TE241		3	3
*Supporting Young Children/ TE249		3	0

Spring 2026

KHS Course/UNK Course	Instructor	UNK Credit	Estimated Enrollment
Intro to American Politics/ PSCI110		3	1
*Lit Methods for Preschool/ TE242		3	1
*Curriculum for Birth to 8 / TE248		3	0

*New early entry enrollment courses for 25-26