

Regular Monthly Meeting of the Kearney Public Schools Board of Education
Kearney Public Schools Board of Education
Monday, October 13, 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.

Amy Barth: Present

Drew Blessing: Present

Niki Deeds: Present

Paul Hazard: Present

John Icenogle: Present

Amanda Smallcomb: Present

1.E.I. Excuse Absent Board Member

1.F. Approval of the Agenda

2. Recognitions

Move to approve the agenda for the meeting, 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

2.A. Recognition of Kearney High School's Production of Seussical Earning Top Honors at Nebraska Theater Academy

- Mrs. Vicky DeWald, Kearney High School Director of Theater, reported that their production of Seussical earned Outstanding Musical Theater Production at the 2025

Nebraska Theater Academy Showcase on May 31, 2025, at the Orpheum Theater in Omaha.

- Kearney High School also received the Outstanding Ensemble award, and Zane Holoubeck and Ava Gensler received the Outstanding Performance in a Lead Role awards.

3. **Presentations**

3.A. Presentation by Emily Davidson, Horizon Middle School Teacher, about LEAP, a Student Organization at HMS

- Due to the KPS network disturbance, Mrs. Davidson will present at the November 10, 2025, Regular Meeting of the Board of Education.

3.B. Construction Update

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

4. **Public Participation/Comment**

- Patrons addressed the Board.

5. **Board Reports**

6. **Consent Agenda**

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

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

Yea: 5, Nay: 0, Abstain (With Conflict): 1

6.A. Approval of Minutes of the September 8, 2025 Regular Meeting and the October 8, 2025 Committee of the Whole Meeting, of the Board of Education

6.B. Approval of the October 2025 Claims

6.C. Approval of the October 2025 Financial Reports

6.D. Approval of Kearney High School Welding & FFA Trip to LCCC Steel Days Welding Scholarship Contest, October 22-24, 2025 in Cheyenne, Wyoming

6.E. Approval of Kearney High School FFA National Convention Trip, October 27–November 1, 2025 in Indianapolis, Indiana

6.F. Approval of Kearney High School DECA Power Trip, November 21-23, 2025 in Arlington, Virginia

- 6.G. Approval of the Kearney High School College & Career Readiness Trip to Iowa Western Community College, March 4, 2026, in Council Bluffs, Iowa
- 6.H. Approval of Kearney High School DECA Trip to the International Career and Development Conference, April 25-28, 2026 in Atlanta, Georgia
- 6.I. Approval of the Kearney High School Band Trip, May 22-28, 2026 in San Antonio, Texas
- 6.J. Second and Final Reading Approval of Revised Board Policy 3290 Internal Controls
- 6.K. Approval of Paul Hazard to Serve as the Kearney Public Schools NASB Voting Delegate for the 2025 State Education Conference
- 6.L. Approval of the Kearney Public Schools Substitute Handbook for the 2025-2026 School Year

7. Regular Agenda - Personnel

- 7.A. Acceptance of Resignations and Retirements

Move to accept, with regret, the resignation and retirement, as presented. This motion, made by Amy Barth 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. Regular Agenda - Business

- 8.A. Approval of the Sunrise Middle School Traffic Flow and Parking Lot Renovation Project for an Estimated \$2,000,000 to be Paid from the Special Building Fund

- Superintendent Mundorf, reported that this project would include moving the entry point further east on 45th Street with three lanes instead of two, installing traffic lights on N Avenue, and creating a new parking area with 116 stalls on the west side of the building, which will include visitor and handicap parking. Currently, there are 140 parking stalls, and upon completion of the project, there will be 211 parking stalls. The current Northwest entry/exit will become an entry-only lane, and the bus lane and loading area will be moved.
- This project aims to improve traffic flow, parking, and safety for students and staff and will be completed by the start of the 2026-2027 school year.
 Move to approve the Sunrise Middle School traffic flow and parking lot renovation project, as presented. This motion, made by John Icenogle 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

8.B. Approval of the 2025-2026 Transportation Request Proposal, submitted by Dr. Sutton, for an Estimated Amount of \$398,330

- Dr. Jason Sutton, Transportation Director, presented the transportation request proposal for \$398,330, which would include the purchase of two special education buses, a work truck, and a Ford Transit passenger van, which addresses the need for additional vehicles due to increased routes and breakdowns of existing vehicles.

Move to approve the 2025-2026 Transportation Request Proposal, as presented. This motion, made by Paul Hazard 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

8.C. Approval of the Solar Array Installation at Kearney High School to be Completed by Nebraska Solar Professionals for the Estimated Amount of \$205,000, minus Applied Federal Credits

- Dr. Mundorf presented information about the solar array installation project at Kearney High School, which would include installing six panels on the roof and connecting them to the current control systems. These panels are incredibly resistant to wind and hail, and there would be a minimal increase in our insurance premium. The federal credits are in the range of \$50,000 and are good until the end of this calendar year, and then they are going away. Using these credits would cut about 25% of the cost of the project. The cost savings would allow us to have a return on investment in the next ten years. These solar panels would generate enough energy to potentially power the new Performance and Activity Wing and are expected to last approximately 30 years.
- The Board discussed the lack of communication from the company's representative and the transition to Nebraska Solar Professionals.
- Dr. Mundorf added that if the Board is in support of this project, he would ask Mr. Eric Moyer with Nebraska Solar Professionals to attend a meeting in November. Some next steps may begin sooner, either shared at a meeting or by email, depending on the timing and information he provides after approval.

Move to approve the solar array installation at Kearney High School, as presented.

This motion, made by Drew Blessing and seconded by Amanda Smallcomb, Passed.

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

Yea: 4, Nay: 2

Paul Hazard: Nay, John Icenogle: Nay

8.D. Approval of the Purchase Agreement for the Sale of the Construction Technology Class House Project

- Associate Superintendent Dr. Kent Edwards presented the purchase agreement for the house built by the construction technology class, which sold for \$492,500. The sale is

anticipated to close on October 21, 2025, and the proceeds will cover the costs of the next home project.

Move to approve the Purchase Agreement for the Construction Technology Class house project received from Andrew and Sara Cannia, in the amount of \$492,500.00 located at 5305 18th Ave Place (Lot 12, Northridge Estates, City of Kearney, Buffalo County, Nebraska, 68845); and authorize Dr. Kent Edwards and/or Dr. Jason Mundorf to sign all forms and contracts to execute said sale. This motion, made by Drew Blessing 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

9. Regular Agenda - Miscellaneous

9.A. First Reading Approval of Revised and Rescinded Board Policies

- Dr. Mundorf reviewed the changes to the 1000 section of Board policy and the importance of aligning the numeration system with Perry Law Firm's policies for better consistency and clarity.

Move to approve the first reading of the revised and rescinded 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. Adoption of the Kearney Public Schools Option Enrollment Resolution for the 2026-2027 School Year

- Mr. Jeff Schwartz, Student Services & Safety Director, presented the option enrollment resolution for the 2026-2027 school year, projecting a large incoming kindergarten class.
- The Board discussed the challenges of balancing special education capacity and the need to serve all Kearney district students.

Move to adopt the KPS Option Enrollment Resolution for the 2026-2027 school year, as presented. This motion, made by Paul Hazard 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. Approval of the Kearney High School Choral Department Performance Tour

- Due to the KPS network disturbance, Mr. Moyer will present this trip for approval at the November 10, 2025, Regular Meeting of the Board of Education.

9.D. Approval of Rezoning the Kenwood Elementary OR Buffalo Hills Elementary Students from Horizon Middle School to Sunrise Middle School, Effective the 2026-2027 School Year

- Dr. Mundorf presented the rezoning proposal, which aims to balance enrollment between Horizon and Sunrise Middle Schools. The Board discussed the impact on students from Buffalo Hills and Kenwood Elementary, considering factors like proximity and previous commitments. Traffic concerns were addressed with reassurance from city officials that impacts would be manageable. Board members agreed that we are so lucky that both of these middle schools are awesome and students are going to get a great education no matter where they go.

Move to approve the rezoning of Kenwood Elementary students from Horizon Middle School to Sunrise Middle School, effective the 2026-2027 school year. This motion, made by Paul Hazard and seconded by John Icenogle, Passed.

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

Yea: 4, Nay: 2

Drew Blessing: Nay, Amanda Smallcomb: Nay

9.E. Approval of Rezoning the Emerson Elementary Students from Sunrise Middle School to Horizon Middle School, Effective the 2026–2027 School Year

- Board members discussed and acknowledged the challenges Emerson Elementary families will face in transporting their children to Horizon—particularly those living on the east side of town—but agreed that there are no other viable options to achieve the necessary balance among the middle schools.

Move to approval the rezoning the Emerson Elementary students from Sunrise Middle School to Horizon Middle School, effective the 2026-2027 school year. 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

10. Closed Session

- The Board moved to closed session at 7:02 PM.
Move to closed session for negotiation and strategy discussion with respect to the 2026-2027 collective bargaining. 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

11. Return to Open Session

- The Board returned to open session at 7:55 pm
Move to return to open session. This motion, made by Amy Barth 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

12. Next Meeting

13. Adjournment

- Meeting was adjourned at 7:56 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 October 9, 2025; radio stations KGFW and KKPR; and KSNB and KHGI T.V.

Drew Blessing, Secretary

Kearney High's Seussical Receives Top Honors at Nebraska Theater Academy Showcase

Kearney, NE — Kearney High School is thrilled to announce that its production of Seussical has been awarded Outstanding Musical Theater Production at the 2025 Nebraska Theater Academy Showcase. The showcase, which celebrates the best in high school musical theater across the state, was held on Saturday, May 31, at 7:30 p.m. at the Orpheum Theater in Omaha. As part of the honor, Kearney High's cast performed "Oh the Thinks You Can Think," a selection from Seussical, live onstage at the event.

In addition to this top honor, Kearney High also received the Outstanding Ensemble award, recognizing the exceptional energy, synchronicity, and collaborative talent of the entire cast. Two students received individual accolades for their leading roles:

*Zane Holoubeck, for his performance as The Cat in the Hat

*Ava Gensler, for her portrayal of Mayzie LaBird

Both were named recipients of the Outstanding Performance in a Lead Role award.

"This was a huge honor for our students and our program," said Vicky DeWald and Clayton Moyer, directors of the production. "The cast and crew committed themselves fully to this show, and we're so proud of their creativity, dedication, and teamwork."

The Nebraska Theater Academy, affiliated with the National High School Musical Theatre Awards, highlights student talent from across the state each year and celebrates excellence in performance, design, and direction.



Circus McGurkus

(awards photo below)

**omaha
performing
arts**
Nebraska Theater Academy

**Outstanding
Musical Theater
Production**

Seussical
**Kearney
High School**

Presented By Omaha Performing Arts
2024/2025 Season

**omaha
performing
arts**
Nebraska Theater Academy

**Outstanding
Ensemble**

Seussical
**Kearney
High School**

Presented By Omaha Performing Arts
2024/2025 Season

Public Hearing and Regular Monthly Meeting of the Kearney Public Schools Board of Education
Kearney Public Schools Board of Education
Monday, September 8, 2025 at 5:30 PM
2nd Floor Staff Development Room, Administration Building
320 W 24th Street
Kearney, NE 68845

1. Annual Budget Hearing

1.A. Convene Hearing

- Hearing convened at 5:30 PM.

1.B. Discussion and Public Input

- Meagan Kershner, Kearney Public Schools Director of Finance, presented the proposed budget for the 2025-2026 school year: Kearney Public Schools General Fund Budget in the amount of \$83,872,392; the Special Building Fund Budget in the amount of \$19,769,231; the Bond Fund Budget in the amount of \$18,119,848; the Employee Benefit Fund Budget in the amount of \$48,081; the Activity Fund Budget in the amount of \$4,500,000; the School Nutrition Fund Budget in the amount of \$5,068,263; the Student Fee Fund Budget in the amount of \$570,381; the Cooperative Fund Budget in the amount of \$327,285; and the Qualified Capital Purpose Undertaking Fund Budget in the amount of \$6,946,615.
- Mrs. Kershner explained the budget authority, which is certified by the state and limited to \$66 million, excluding special education expenses. State aid history was reviewed, showing an almost \$90,000 increase, which is insufficient to cover the cost of a teacher with benefits and retirement. Certified property tax authority was discussed, with a total revenue cap of \$51 million, increased by \$3.6 million to \$54.6 million. The assessed valuation has increased drastically over the last three years, with a 10% increase in the current year. Other factors include a continued rise in special education and EL students, current and future building needs, and staffing costs. The proposed budget shows an increase over 2024-2025 spending, with the biggest increase in the special building fund. The tax levy is expected to decrease by almost seven cents. This would be the second year in a row with a decrease of more than five cents. Key points to remember include a budget authority increase by \$2.9 million, total compensation increase over \$3.7 million, and allowable growth of 5.15%. Our cash on hand will decrease because we will use some of it with this budget. This budget does not require attendance at the Joint Public Hearing.
- Board members thanked Mrs. Kershner for all the information she provided and emphasized the need to keep pace with the district's growth.

1.C. Close Hearing

2. Final Property Tax Request Hearing

2.A. Convene Hearing

2.B. Discussion and Public Input

- Mrs. Kershner discussed the allowable growth percentage, with 3.15% being real growth and 2% being base percentage increase. The prior tax requests from 2023-2024 and 2024-2025 were reviewed, showing an increase of 3.4%. The proposed tax request allows the district to stay within the allowable growth percentage due to a healthy cash reserve. The proposed tax request amounts to \$51,362,507, with a decreasing tax rate and operating budget.
- President Icenogle mentioned that the Board appreciates the time and effort put into presenting the budget options and the conservative approach to tax dollars.

2.C. Close Hearing

3. Routine Business

3.A. Call to Order

President Icenogle called the meeting to order at 5:41 PM.

3.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.

3.C. Board Meeting Decorum Expectations

3.D. Pledge of Allegiance

3.E. Roll Call

Attendance Taken at 5:43 PM.

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

3.E.I. Excuse Absent Board Member

Move to excuse absent Board member Amy Barth from the meeting. This motion, made by John Icenogle and seconded by Drew Blessing, Passed.

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

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

4. Recognitions

4.A. Recognition of the KHS Boys Soccer Team and Coach Scott Steinbrook for Receiving the Academic Excellence Award and the National Team Academic Award

- Kearney High School Boys Soccer Coach, Scott Steinbrook highlighted the achievements of the soccer team, including a 3.65 overall team GPA and six seniors who are now attending college. There was incredible senior leadership on and off the field. 14 players earned either all-conference or all-state academic recognition. Andrew Petzet is returning this year, who is also being recognized tonight for his involvement in band, which is a unique example of our students who excel in the arts and athletics.
- Mr. Steinbrook added that he is very proud of the accomplishments of the team and the returning players who contributed positively to the team GPA.

4.B. Recognition of Kearney High School Student Andrew Petzet for Marching with the Troopers Drum and Bugle Corps who Placed 10th in the World Championships in Indianapolis, Indiana

- Kearney High School Band Teacher, Nathan LeFeber, introduced Andrew Petzet and recognized him for his achievements with the Troopers Drum and Bugle Corps, placing 10th in the World Championships. Mr. LeFeber added that in his 20 years of teaching, he has never had a student compete at this high of a level.
- Andrew explained the process of auditioning and being contracted for the program. His contract ended in August, but he received an email last week offering him an auto-contract for this year. He is currently undecided if he will participate again for a second year.
- Board members congratulated Andrew and complemented him for being involved in multiple activities while maintaining a fantastic GPA.

5. Presentations

5.A. Presentation from Stephanie Green, Kearney High School Librarian, and Jake Oertle, Kearney High School Business Teacher on the KHS Class Intercom Program

- Stephanie Green, Kearney High School Librarian, and Jake Oertle, Kearney High School Business Teacher presented information about the KHS Class Intercom program, a student-led, teacher-moderated social media platform.
- The program started in 2022, with two different brands: Kearney High School and Kearney Bearcats.
- The Kearney High School content includes science experiments, classroom activities, field trips, and fun videos, with a focus on student engagement. The Kearney Bearcats social media highlight KHS athletics.
- Metrics show the program's reach, with 5.4 million views and 764,000 individual people reached, and 113,000 interactions on Facebook alone.
- The goals for the program include offering a dedicated social media marketing class at KHS and expanding the program to the middle schools.

5.B. Presentation from Sergeant J.C. Small with the Kearney Police Department on the 2024-2025 Annual SRO Update

- Sergeant J.C. Small of the Kearney Police Department provided an update on the SRO program, highlighting the district's comprehensive safety measures. The district works with multiple agencies for multi-jurisdictional responses in case of emergencies.
- Building safety audits are conducted internally, and threat assessment teams are in place at both the building and district levels.
- The SRO program focuses on education and counseling, with 286 reports in the last year, 77% of which were resolved without criminal consequences.
- Kearney Police Department is committed to finding the right person to serve as the 4th SRO for Kearney Public Schools.

5.C. Construction Update

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

6. Public Participation/Comment

- Patrons addressed the Board.

7. Board Reports

8. Consent Agenda

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

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

Yea: 5, Nay: 0, Absent: 1

8.A. Approval of Minutes of the August 11, 2025, Regular Meeting, the August 25, 2025, Special Budget Retreat Meeting and the September 3, 2025, Board Committee of the Whole Meeting of the Board of Education

8.B. Approval of the September 2025 Claims

8.C. Approval of the September Financial Reports

8.D. Approval of Kearney High School JROTC Trip to the Ozark Raider Meet, September 26-27, 2025 in Marshfield, Missouri

8.E. Approval of Kearney High School JROTC Trip to the Waynesville Raider Meet, October 3-4, 2025 in Fort Leonard Wood, Missouri

8.F. Approval of Kearney High School JROTC Trip to the Smith-Cotton Raider Meet, October 10-11, 2025 in Sedalia, Missouri

8.G. Approval of Kearney High School JROTC Trip to the Air Capitol Raider Meet, October 17-18, 2025 in Wichita, Kansas

8.H. Approval of Kearney High School JROTC Trip to the Truman Raider Meet, April 17-18, 2026 in Independence, Missouri

8.I. Approval of Kearney High School JROTC Trip to the Black Hills Raider Meet, April 24-25, 2026 in Rapid City, South Dakota

9. Regular Agenda - Personnel

10. Regular Agenda - Business

10.A. Adoption of Budgets for the Kearney Public Schools for the 2025-2026 School Year

- President Icenogle mentioned that the budget was discussed thoroughly at the September 3, 2025, Committee of the Whole meeting and many questions were answered at that time.

Move to adopt the Kearney Public Schools General Fund Budget in the amount of \$83,872,392; the Special Building Fund Budget in the amount of \$19,769,231; the Bond Fund Budget in the amount of \$18,119,848; the Employee Benefit Fund Budget in the amount of \$48,081; the Activity Fund Budget in the amount of \$4,500,000; the School Nutrition Fund Budget in the amount of \$5,068,263; the Student Fee Fund Budget in the amount of \$570,381; the Cooperative Fund Budget in the amount of \$327,285; and the Qualified Capital Purpose Undertaking Fund Budget in the amount of \$6,946,615, for the 2025-2026 school year. This motion, made by Amanda Smallcomb and seconded by Niki Deeds, Passed.

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

Yea: 5, Nay: 0, Absent: 1

10.B. Approval of Property Tax Request for the 2025-2026 School Year

Move to approve the Resolution to set the property tax request for the General Fund be set at \$45,353,535; the Bond Fund be set at \$7,070,707; the Special Building Fund be set at \$6,008,972 and the Qualified Capital Purpose Undertaking Fund be set at \$1,263,965 with the total property tax request be set at \$59,697,179, for the 2025-2026 school year. This motion, made by Drew Blessing and seconded by Paul Hazard, Passed.

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

Yea: 5, Nay: 0, Absent: 1

11. Regular Agenda - Miscellaneous

11.A. First Reading Approval of Revised Board Policy

- Superintendent Mundorf explained the need to update Board Policy 3290 Internal Controls, due to legal guidance from the school attorney and the Nebraska Department of Education, which requires usual and customary rates for travel expenses under federal grants. Dr. Mundorf also clarified that all KPS professional development expenses under Title II-A are generally paid from the general fund, not federal grants.

Move to approve the first reading of revised board policy 3290 Internal Controls, as presented. This motion, made by John Icenogle and seconded by Niki Deeds, Passed.

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

Yea: 5, Nay: 0, Absent: 1

12. Next Meeting

13. Adjournment

- Meeting was adjourned at 6:55PM.

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

Amy Barth: Absent, Drew Blessing: 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 September 4, 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, October 8, 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 5:02 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.

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

Excuse absent board member Mr. Icenogle. This motion, made by Paul Hazard and seconded by Amanda Smallcomb, Passed.

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

5. Approval of Agenda

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

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

6. Public Participation/Comment

- One patron addressed the Board.

7. Agenda

7.A. Review the Nebraska Solar Professionals Solar Panel Array Proposal for the KHS Roof along with ALICAP Insurance Guidance and Determine Whether to Move Forward

7.B. Review the Sunrise Middle School Parking Lot Renovation Proposal

7.C. Presentation from Dr. Sutton on the 2025-2026 Transportation Request Proposal

7.D. Preview of the October 13, 2025 Regular Meeting Agenda

7.D.I. Recognition of Kearney High School's Production of Seussical Earning Top Honors at Nebraska Theater Academy

7.D.II. Presentation by Emily Davidson, Horizon Middle School Teacher, about LEAP, a Student Organization at HMS

7.D.III. Construction Update

7.D.IV. Approval of the Kearney High School Welding & FFA Trip to LCCC Steel Days Welding Scholarship Contest, October 22-24, 2025 in Cheyenne, Wyoming

7.D.V. Approval of Kearney High School DECA Power Trip, November 21-23, 2025 in Arlington, Virginia

7.D.VI. Approval of the Kearney High School College & Career Readiness Trip to Iowa Western Community College, March 4, 2026, in Council Bluffs, Iowa

7.D.VII. Approval of Kearney High School DECA Trip to the International Career and Development Conference, April 25-28, 2026 in Atlanta, Georgia

7.D.VIII. Approval of the Kearney High School Band Trip, May 22-28, 2026 in San Antonio, Texas

7.D.IX. Second and Final Reading Approval of Revised Board Policy 3290 Internal Controls

7.D.X. Approval of Paul Hazard to Serve as the Kearney Public Schools NASB Voting Delegate for the 2025 State Education Conference

7.D.XI. Approval of the Kearney Public Schools Substitute Handbook for the 2025-2026 School Year

7.D.XII. Acceptance of Resignations and Retirements — Stacy Bean

7.D.XIII. Approval of the Sunrise Middle School Traffic Flow and Parking Lot Renovation Project for an Estimated Amount of \$2,000,000 to be Paid from the Special Building Fund

7.D.XIV. Approve the 2025–2026 Transportation Request Proposal, submitted by Dr. Sutton, for an Estimated Amount of \$398,330

7.D.XV. First Reading Approval of Revised Board Policies (1000's)

7.D.XVI. Adoption of the Kearney Public Schools Option Enrollment Resolution for the 2026-2027 School Year

7.D.XVII. Approval of the Kearney High School Choral Department Performance Tour to Italy and Croatia, May 25-June 6, 2027

7.D.XVIII. Closed Session for Negotiation and Strategy Discussion with Respect to the 2026-2027 Collective Bargaining

7.D.XIX. Return to Open Session

7.E. Decide whether to Proceed with Placing the Nebraska Solar Professionals Solar Array Panel Project on the Regular Meeting Agenda

7.F. Discuss the Student Council Roundtable with the Board at the November Meeting

7.G. Discuss the Board Policy Review Process of the 2000 Section

7.H. Discuss Adding Section 5422 to Board Policy Regarding Wand Detectors

7.I. Discuss any Additional Information Needed and Potential Next Steps in the Middle School Rebalancing Conversation and Decision

8. Adjournment

- Meeting was adjourned at 8:43 PM.

Move to adjourn the meeting. This motion, made by Amy Barth and seconded by Amanda Smallcomb, Passed.

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

Yea: 5, Nay: 0, Absent: 1

Notice of Meeting

This meeting was publicized in the Kearney Hub on October 4, 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 OCTOBER 2025
PUBLICATION OF CHECKS**

VENDOR	DESCRIPTION	AMOUNT
Aaron Dueker	Transportation Charges Football	\$ 140.00
Abbygail Marshall	Dues and Fees Instruction & Curriculum Developme	\$ 30.00
Adventure Enterprises LLC	Student Transportation Services	\$ 1,293.00
Adventure Enterprises LLC	Student Transportation Services	\$ 1,293.00
Adventure Enterprises LLC	Student Transportation Services	\$ 1,293.00
Adventure Enterprises LLC	Student Transportation Services	\$ 1,518.00
Adventure Enterprises LLC	Student Transportation Services	\$ 1,518.00
Adventure Enterprises LLC	Transportation Charges Green Team	\$ 1,293.00
AEL Access Elevator & Lifts Inc	Professional Services Maintenance of Buildings	\$ 474.00
Affordable Plumbing Co	Miscellaneous Expenditure	\$ 4,526.00
Alex Novicki	Transportation Charges	\$ 70.00
All Makes Auto Supply	Supplies Regular Education Transportation	\$ 122.82
All Makes Auto Supply	Tires and Parts Reg. Ed. Transp. Maintenance	\$ 319.29
All Makes Auto Supply	Tires and Parts Sped Transportation Maintenance	\$ 281.22
All Makes Auto Supply	Tires and Parts Sped Transportation Maintenance	\$ 820.24
All Makes Office Equipment Co of Lincoln	Supplies Behavior Disorder	\$ 1,015.69
All Makes Office Equipment Co of Lincoln	Furniture and Fixtures Care & Upkeep of Grounds	\$ 21,834.04
Allo Communications LLC	Purchased Service Telephone Technology	\$ 575.00
Amazon Capital Services	Supplies Regular Instruction	\$ 58.03
Amazon Capital Services	Supplies Regular Instruction	\$ 2,440.19
Amazon Capital Services	Supplies Regular Instruction	\$ 498.34
Amazon Capital Services	Supplies Regular Instruction	\$ 579.61
Amazon Capital Services	Supplies Regular Instruction	\$ 1,604.06
Amazon Capital Services	Supplies Regular Instruction	\$ 157.46
Amazon Capital Services	Supplies Regular Instruction	\$ 36.92
Amazon Capital Services	Supplies Regular Instruction	\$ 14.97
Amazon Capital Services	Supplies Regular Instruction	\$ 85.60
Amazon Capital Services	Supplies Regular Instruction	\$ 60.35
Amazon Capital Services	Supplies Regular Instruction	\$ 22.33
Amazon Capital Services	Supplies Regular Instruction	\$ 67.88
Amazon Capital Services	Supplies Regular Instruction	\$ 101.17
Amazon Capital Services	Supplies Regular Instruction	\$ 71.20
Amazon Capital Services	Supplies Regular Instruction	\$ 101.03
Amazon Capital Services	Supplies Regular Instruction	\$ 634.57
Amazon Capital Services	Supplies Regular Instruction	\$ 1,291.87
Amazon Capital Services	Supplies Regular Instruction	\$ 361.98
Amazon Capital Services	Supplies Regular Instruction	\$ 249.78
Amazon Capital Services	Supplies Regular Instruction	\$ 279.11
Amazon Capital Services	Supplies Math	\$ 19.99
Amazon Capital Services	Supplies Science	\$ 141.04
Amazon Capital Services	Supplies Science	\$ 135.67
Amazon Capital Services	Supplies PE	\$ 137.34
Amazon Capital Services	Supplies PE	\$ 79.99
Amazon Capital Services	Supplies Industrial Art	\$ 39.72
Amazon Capital Services	Supplies Art	\$ 1,814.85
Amazon Capital Services	Supplies Art	\$ 251.65

Amazon Capital Services	Supplies Vocal Music	\$	42.54
Amazon Capital Services	Supplies Vocal Music	\$	16.74
Amazon Capital Services	Supplies Vocal Music	\$	28.43
Amazon Capital Services	Supplies Orchestra	\$	60.95
Amazon Capital Services	Supplies Wood Shop	\$	190.03
Amazon Capital Services	Supplies ELL	\$	5.76
Amazon Capital Services	Supplies Early Childhood	\$	432.99
Amazon Capital Services	Supplies Coordinator	\$	13.67
Amazon Capital Services	Supplies Transition	\$	890.96
Amazon Capital Services	Supplies Adaptive PE	\$	37.89
Amazon Capital Services	Supplies Resource	\$	616.15
Amazon Capital Services	Supplies Behavior Disorder	\$	466.59
Amazon Capital Services	Supplies Guidance Services	\$	183.07
Amazon Capital Services	Supplies Guidance Services	\$	79.77
Amazon Capital Services	Supplies Health Services	\$	7.17
Amazon Capital Services	Supplies Speech Pathology & Audiology	\$	112.00
Amazon Capital Services	Supplies OT Related Services	\$	1,308.40
Amazon Capital Services	Supplies Library	\$	79.98
Amazon Capital Services	Library References Library	\$	29.99
Amazon Capital Services	Periodicals Library	\$	74.52
Amazon Capital Services	Supplies Technology	\$	53.86
Amazon Capital Services	Supplies Technology	\$	2,387.40
Amazon Capital Services	Advertising Communications	\$	96.70
Amazon Capital Services	Supplies Communications	\$	27.59
Amazon Capital Services	Supplies Office of the Principal	\$	109.21
Amazon Capital Services	Supplies Office of the Principal	\$	1,829.49
Amazon Capital Services	Supplies Office of the Principal	\$	193.73
Amazon Capital Services	Supplies Office of the Principal	\$	7.77
Amazon Capital Services	Supplies Office of the Principal	\$	2,286.68
Amazon Capital Services	Supplies Office of the Principal	\$	776.92
Amazon Capital Services	Supplies Office of the Principal	\$	169.29
Amazon Capital Services	Supplies	\$	144.47
Amazon Capital Services	Supplies Operations of Buildings	\$	302.78
Amazon Capital Services	Supplies Care and Upkeep of Grounds	\$	1,227.23
Amazon Capital Services	Tires and Parts Non Student Vehicles	\$	589.55
Amazon Capital Services	Supplies Regular Education Transportation	\$	107.44
Amazon Capital Services	TechnologyRelated Hardware Regular Education Tr	\$	109.99
Amazon Capital Services	Supplies Sixpence Home 1	\$	9,907.26
Amazon Capital Services	Supplies Sixpence Community Grant	\$	701.62
Amazon Capital Services	Supplies IDEA Base & E/P	\$	52.78
Amazon Capital Services	Supplies IDEA Base & E/P	\$	75.95
Amazon Capital Services	Supplies IDEA Base & E/P	\$	33.13
Amazon Capital Services	Miscellaneous Expenditure Athletic Administratio	\$	41.94
Amazon Capital Services	Miscellaneous Expenditure Football	\$	103.30
Amazon Capital Services	Uniforms Golf/Girls	\$	113.58
Amazon Capital Services	Supplies Track Girls	\$	126.04
Amazon Capital Services	Miscellaneous Expenditure Track Girls	\$	29.96
Amazon Capital Services	Miscellaneous Expenditure Art Honor Society NA	\$	156.26
Amazon Capital Services	Miscellaneous Expenditure Bearcat Design/Corner	\$	174.01
Amazon Capital Services	Miscellaneous Expenditure Cheerleaders	\$	226.37
Amazon Capital Services	Miscellaneous Expenditure Construction Tech Fund	\$	148.84

Amazon Capital Services	Miscellaneous Expenditure	Courtesy/Teachers Loun	\$	131.77
Amazon Capital Services	Miscellaneous Expenditure	Courtesy/Teachers Loun	\$	335.08
Amazon Capital Services	Miscellaneous Expenditure	Dance Catz	\$	59.99
Amazon Capital Services	Miscellaneous Expenditure	Donations Misc	\$	453.94
Amazon Capital Services	Miscellaneous Expenditure	Industrial Tech	\$	654.11
Amazon Capital Services	Miscellaneous Expenditure	Media Library	\$	415.53
Amazon Capital Services	Miscellaneous Expenditure	Media Lost Library B	\$	17.88
Amazon Capital Services	Miscellaneous Expenditure	Media Productions	\$	47.98
Amazon Capital Services	Miscellaneous Expenditure	Pop Fund	\$	133.87
Amazon Capital Services	Miscellaneous Expenditure	Principal	\$	242.04
Amazon Capital Services	Miscellaneous Expenditure	Principal	\$	19.79
Amazon Capital Services	Miscellaneous Expenditure	Principal	\$	21.69
Amazon Capital Services	Miscellaneous Expenditure	Student Activity Accou	\$	67.73
Amazon Capital Services	Miscellaneous Expenditure	Student Activity Accou	\$	524.81
Amazon Capital Services	Miscellaneous Expenditure	Student Council	\$	214.32
Amazon Capital Services	Miscellaneous Expenditure	Student Council	\$	137.73
Amazon Capital Services	Miscellaneous Expenditure	Wellness	\$	66.13
Amazon Capital Services	Miscellaneous Expenditure	5th Grade Safety Patro	\$	60.91
Amazon Capital Services	Miscellaneous Expenditure	Volleyball	\$	227.94
Amazon Capital Services	Miscellaneous Expenditure	PreSchool Tuition	\$	2,051.72
Amazon Capital Services	Supplies		\$	87.95
Amazon Capital Services	Miscellaneous Expenditure		\$	509.20
Amber Swartz	Supplies	Regular Instruction	\$	138.00
American Choral Directors Association	Supplies	Vocal Music	\$	125.00
American Red CrossHealth & Safety Svcs	Professional Services	Pro Development Human Re	\$	405.00
Amy Cope	Mileage Paid to Staff		\$	65.17
Amy Springer	Mileage Paid to Staff		\$	47.04
Amy Springer	Mileage Paid to Staff		\$	21.56
Anthony Tebbe	Transportation Charges	Football	\$	95.00
Anthony Tebbe	Transportation Charges	Football	\$	95.00
Anthony Tebbe	Transportation Charges		\$	190.00
Apple Inc	Supplies	Sixpence Home 1	\$	467.00
Apple Inc	Supplies	Technology	\$	314.07
Apple Market	Supplies	FCS	\$	454.09
Arnolds Motor Supply 88593/102634	Supplies	Care and Upkeep of Grounds	\$	102.71
Ashton Rudeen	Transportation Charges	Volleyball	\$	150.00
Audra Haas	Travel	Regular Instruction	\$	99.00
Austin Lutkemeier	Transportation Charges	Softball/Girls	\$	150.00
Austin Lutkemeier	Transportation Charges		\$	480.00
Awards Unlimited	Supplies	Athletic Admin Pass Thru	\$	104.29
Awards Unlimited	Miscellaneous Expenditure	Wish List	\$	225.06
Awards Unlimited	Miscellaneous Expenditure	Cross Country/Boys	\$	127.76
Awards Unlimited	Miscellaneous Expenditure	Cross Country/Girls	\$	127.76
Awards Unlimited	Miscellaneous Expenditure	Girls Golf	\$	87.86
Awards Unlimited	Miscellaneous Expenditure	Softball/Girls	\$	285.37
Awards Unlimited	Miscellaneous Expenditure	Boys Tennis	\$	327.27
Awards Unlimited	Miscellaneous Expenditure	Volleyball	\$	290.22
Awards Unlimited	Miscellaneous Expenditure	One Act Play	\$	212.49
B&H Photo Video	Miscellaneous Expenditure		\$	372.77
B&S Concrete	Miscellaneous Expenditure		\$	16,178.00
Baer Photography	Miscellaneous Expenditure	Dance Catz	\$	45.00

Baer Photography	Miscellaneous Expenditure Football	\$	45.00
Baer Photography	Miscellaneous Expenditure	\$	149.00
Barbarian Apparell, LLC	Supplies	\$	4,950.00
Bear Frame & Alignment	Vehicle Repair Reg. Ed. Transp. Maintenance	\$	258.89
Big Apple Fun Center	Supplies Sixpence Home 1	\$	75.00
Bimbo Bakeries USA	Food	\$	4,268.82
Black Hills Energy	Natural Gas Operations of Buildings	\$	122.50
Black Hills Energy	Natural Gas IDEA Base & E/P	\$	0.26
Bob Michl	Transportation Charges	\$	150.00
Bob Nutt	Transportation Charges Softball/Girls	\$	130.00
Bob Nutt	Transportation Charges	\$	275.00
Bomgaars Supply Inc	Supplies Care and Upkeep of Grounds	\$	74.99
Bracker's Good Earth Clays Inc	Supplies Art	\$	3,597.75
Brandon Ray	Transportation Charges	\$	150.00
Breakout, Inc	Explore Regular Instruction	\$	99.00
Brooke Van Horn	Professional Services	\$	500.00
Brookes Publishing	Miscellaneous Expenditure PreSchool Tuition	\$	499.95
Bruce Brooks	Transportation Charges Volleyball	\$	260.00
Bryce Abbey	Transportation Charges Football	\$	95.00
Bryce Abbey	Transportation Charges Football	\$	140.00
Bryce Abbey	Transportation Charges Football	\$	95.00
Bryson Holsten	Transportation Charges Football	\$	70.00
Bryson Holsten	Transportation Charges	\$	70.00
Builders HowTo Warehouse	Miscellaneous Expenditure Construction Tech Fund	\$	372.89
Builders HowTo Warehouse	Miscellaneous Expenditure Construction Tech Fund	\$	456.67
Builders HowTo Warehouse	Supplies Machine Shop	\$	304.88
Builders HowTo Warehouse	Supplies Maintenance of Buildings	\$	231.85
Builders HowTo Warehouse	Supplies Care and Upkeep of Grounds	\$	319.15
C & I Equipment, LLC	Rentals of Equipment and Vehicles Maintenance of	\$	577.00
Calvin Johnson	Transportation Charges Softball/Girls	\$	150.00
Calvin Johnson	Transportation Charges Softball/Girls	\$	160.00
Calvin Johnson	Transportation Charges	\$	460.00
Cari Callan	Transportation Charges Volleyball	\$	125.00
Carol Kenton	Mileage Paid to Staff	\$	57.54
Carol Kenton	Mileage Paid to Staff	\$	65.03
Carolina Biological Supply	Textbooks Regular Instruction	\$	5,237.50
Carolina Biological Supply	Supplies Science	\$	94.64
Cash from NebraskaLand National Bank	Driver License/Criminal History	\$	135.00
Cash from NebraskaLand National Bank	Miscellaneous Expenditure	\$	290.00
Cash from NebraskaLand National Bank	Miscellaneous Expenditure	\$	356.00
CashWa Distributing	Food	\$	157,966.34
Cassie Houser	Mileage Paid to Staff	\$	65.66
Cathy Coble	Transportation Charges Volleyball	\$	325.00
CCS Presentation Systems	Technology Software Technology	\$	472.00
CDW Government	Supplies Regular Instruction	\$	148.36
CDW Government	Supplies Office of the Principal	\$	559.09
CDW Government	TechnologyRelated Hardware Regular Education Tr	\$	446.37
CDW Government	Supplies Sixpence Home 1	\$	148.79
CDW Government	Miscellaneous Expenditure Principal	\$	148.79
CED/American Electric	Supplies Maintenance of Buildings	\$	131.33
Cengage Learning Gale	AudioVisual Materials AudioVisual	\$	5,523.14

Centegix	Dues and Fees Security	\$	20,200.00
Central Community College GI	Professional Services Auto Mechanics	\$	38,496.00
Central Nebraska Bobcat	Repairs & Maintenance Services Non Student Vehic	\$	5,395.16
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.	Miscellaneous Expenditure Student Council	\$	415.70
Chesterman Co.	Food	\$	3,283.70
Chesterman Co.	Miscellaneous Expenditure	\$	2,722.72
Chesterman Co.	Food	\$	2,802.50
Children's Hospital Medical Center	Dues and Fees Transition	\$	350.00
City of KearneyFuel Dept	Vehicle Gasoline Non Student Vehicles	\$	3,383.44
City of KearneyFuel Dept	Vehicle Gasoline Regular Education Transportatio	\$	2,692.26
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	334.40
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	-
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	-
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	-
City of KearneyFuel Dept	Vehicle Gasoline	\$	325.95
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	200.94
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	386.71
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	185.88
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	-
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	254.11
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	338.58
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	-
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	-
City of KearneyFuel Dept	Vehicle Gasoline School Age Sped Transportation	\$	-
City of KearneyFuel Dept	Vehicle Gasoline Construction Tech Fund	\$	-
City of KearneyFuel Dept	Vehicle Gasoline	\$	195.57
City of KearneySchool Resource Office	Security Officer Security	\$	21,020.19
City of KearneyWater,Sanitn,Sewer Dept	Garbage	\$	9,154.17
City of KearneyWater,Sanitn,Sewer Dept	Miscellaneous Expenditure	\$	22.13
Coach Master's Inc	Vehicle Repair Sped Transportation Maintenance	\$	2,864.86
Coach Master's Inc	Vehicle Repair Sped Transportation Maintenance	\$	400.84
CoachComm, LLC	Supplies Softball Softball/Girls	\$	1,875.00
CoachComm, LLC	Miscellaneous Expenditure Softball	\$	1,875.00
Cody Dvorak	Miscellaneous Expenditure Advertising	\$	785.00
Columbus High School	Dues and Fees Band	\$	275.00
Columbus High School	Dues and Fees	\$	150.00
Column Software PBC	Advertising Fiscal Services	\$	117.97
Comfy Bowl Inc	Miscellaneous Expenditure	\$	45.00
Community Products LLC	Supplies Sixpence Community Grant	\$	930.00
Coni Park	Transportation Charges	\$	130.00
Cooperative Producers Inc	Vehicle Gasoline Regular Education Transportatio	\$	1,837.15
Cooperative Producers Inc	Vehicle Gasoline School Age Sped Transportation	\$	177.45
Copycat Printing Inc	Miscellaneous Expenditure Athletic Administratio	\$	30.15
Copycat Printing Inc	Miscellaneous Expenditure DECA	\$	220.00
Copycat Printing Inc	Supplies Regular Instruction	\$	170.31
Copycat Printing Inc	Advertising Communications	\$	1,239.40
Copycat Printing Inc	Miscellaneous Expenditure	\$	315.25
Cornhusker Cleaning Supply.	Supplies Regular Education Transportation	\$	363.50

Cottonmill Enterprises, Inc	Miscellaneous Expenditure	\$	300.00
Courtney Drake	Transportation Charges Softball/Girls	\$	150.00
CPI	Employee Training and Development Services	\$	14,227.00
Culligan Of Kearney	Supplies Office of the Principal	\$	69.44
Culligan Of Kearney	Miscellaneous Expenditure	\$	45.83
Culligan Of Kearney	Supplies Care and Upkeep of Grounds	\$	19.30
Cummins Central Power LLC	Vehicle Repair Reg. Ed. Transp. Maintenance	\$	9,858.18
Cunningham's Journal	Miscellaneous Expenditure	\$	1,390.00
Daisy Manufacturing Company	Supplies	\$	77.78
Dan Bentzinger	Transportation Charges Football	\$	140.00
Dan Schumacher	Professional Services Care & Upkeep of Grounds	\$	103.00
Dan Schumacher	Professional Services	\$	8,075.00
Dan's Sanitation Inc	Garbage Operations of Buildings	\$	132.47
Dan's Sanitation Inc	Garbage IDEA Base & E/P	\$	0.28
Dawson Public Power District	Electricity Operations of Buildings	\$	469.89
Dawson Public Power District	Electricity IDEA Base & E/P	\$	0.99
Dean Chamberlin	Transportation Charges	\$	275.00
Deborah Merz	Miscellaneous Expenditure Principal	\$	273.96
Deborah Merz	Miscellaneous Expenditure Principal	\$	138.98
Decker Inc.	Supplies State Early Childhood	\$	702.94
Dee Westcott	Mileage Paid to Staff	\$	13.86
Demco Inc	Supplies Library	\$	175.10
Demco Inc	Supplies Library	\$	42.52
Dennys Marquez	Travel Sixpence Home 1	\$	89.21
Derek Runcie	Transportation Charges	\$	150.00
Desiree John	Mileage Paid to Staff	\$	73.50
Desiree John	Mileage Paid to Staff	\$	45.29
Divas at Kearney Floral Co.	Supplies Agriculture	\$	1,185.60
Dobytown Kiwanis	Beginning Balance	\$	322.56
Domino's Pizza	Supplies Sixpence Home 1	\$	70.00
Domino's Pizza	Food	\$	4,290.25
Domino's Pizza	Supplies	\$	518.75
Doug Wyatt	Transportation Charges Football	\$	140.00
Drake Beranek	Miscellaneous Expenditure Boys Basketball	\$	19.94
DuttonLainson Company	Supplies Maintenance of Buildings	\$	402.14
Eakes Office Solutions	Supplies Regular Instruction	\$	2,969.54
Eakes Office Solutions	Supplies Regular Instruction	\$	10,904.39
Eakes Office Solutions	Supplies Regular Instruction	\$	65.40
Eakes Office Solutions	Supplies Regular Instruction	\$	461.53
Eakes Office Solutions	Supplies Regular Instruction	\$	2,457.44
Eakes Office Solutions	Supplies French	\$	42.00
Eakes Office Solutions	Supplies Math	\$	166.57
Eakes Office Solutions	Supplies FCS	\$	381.30
Eakes Office Solutions	Supplies Industrial Art	\$	27.96
Eakes Office Solutions	Supplies Vocal Music	\$	248.64
Eakes Office Solutions	Supplies Orchestra	\$	248.63
Eakes Office Solutions	Supplies Band	\$	248.63
Eakes Office Solutions	Supplies Library	\$	241.05
Eakes Office Solutions	Library References Library	\$	587.92
Eakes Office Solutions	Supplies Office of the Principal	\$	148.95
Eakes Office Solutions	Supplies Office of the Principal	\$	1,903.39

Eakes Office Solutions	Supplies Office of the Principal	\$	185.99
Eakes Office Solutions	Supplies	\$	70.83
Eakes Office Solutions	Supplies Operations of Buildings	\$	26.25
Eakes Office Solutions	Furniture and Fixtures Care & Upkeep of Grounds	\$	415.45
Eakes Office Solutions	Miscellaneous Expenditure Music Band	\$	300.48
Eakes Office Solutions	Miscellaneous Expenditure Music Orchestra	\$	229.86
Echo Group Inc.	Supplies Maintenance of Buildings	\$	320.80
Eddie Walters	Transportation Charges Volleyball	\$	390.00
Edna Yanira Lazo	Professional Services Sixpence Community Grant	\$	75.00
Educators Rising Nebraska	Miscellaneous Expenditure Educator's Rising	\$	450.00
Edupoint Educational Systems	Professional Services Technology	\$	3,800.00
Edupoint Educational Systems	Technology Software Technology	\$	100,554.00
Eileen's Colossal Cookies	Miscellaneous Expenditure	\$	42.50
Elevated Catering, LLC	Miscellaneous Expenditure	\$	2,550.00
Elevated Catering, LLC	Miscellaneous Expenditure	\$	1,230.00
Eli O'Dey	Transportation Charges	\$	190.00
Elizabeth Schott	Miscellaneous Expenditure Girls Golf	\$	37.99
Ella Software	Supplies Resource	\$	4,320.00
Embassy SuitesLincoln	Employee Training and Development Services	\$	472.00
Eric Solomon	Miscellaneous Expenditure	\$	60.00
Eric Wemhoff	Transportation Charges Football	\$	140.00
Erin Small	Professional Services Sixpence Community Grant	\$	93.66
ESU 1	Professional Services Sixpence Home 1	\$	20.00
ESU 10	Employee Training and Development Services	\$	230.00
ESU 10	Sped Tuition/Agencies Visually Handicapped	\$	709.66
ESU 10	Miscellaneous Expenditure	\$	42.50
ESU 10	Dues and Fees High Ability Learners	\$	1,000.00
ESU 10	Sped Tuition/Agencies IDEA Base & E/P	\$	246.98
ESU 11	Textbooks Regular Instruction	\$	16,450.00
ESU 9	Employee Training and Development Services	\$	35.00
Expression Wear Inc	Miscellaneous Expenditure Golf Girls	\$	150.00
Farmers Union Coop Assn	Supplies Care and Upkeep of Grounds	\$	28.33
Fastenal Company	Supplies Care and Upkeep of Grounds	\$	57.79
Father Flanagan's Boys' Home	Professional Services Instruction & Curriculum D	\$	9,156.60
Fearless Ink Custom Apparel, Inc	Miscellaneous Expenditure	\$	312.00
FFA Convention TourNebraska Group	Miscellaneous Expenditure	\$	990.00
Fiber Platform LLC	Purchased Service Telephone Technology	\$	3,073.66
Fiddelke Heating & Air	Professional Services Maintenance of Buildings	\$	29.00
Follett Content Solutions LLC	Library References Library	\$	1,879.68
Follett Content Solutions LLC	Library References Library	\$	321.16
Follett Content Solutions LLC	Library References Library	\$	268.46
Follett Content Solutions LLC	Library References Library	\$	160.32
Follett Content Solutions LLC	Library References Library	\$	666.54
Follett Content Solutions LLC	Library References Library	\$	511.68
Follett Content Solutions LLC	Periodicals Library	\$	1,287.63
Frank Girardi	Transportation Charges Softball/Girls	\$	150.00
Frontier	Professional Services Regular Instruction	\$	244.11
Frontier	Professional Services Regular Instruction	\$	13.56
Frontier	Professional Services Regular Instruction	\$	13.56
Frontier	Purchased Service Telephone Fiscal Services	\$	1,953.83
Frontline Technologies Group LLC	Technology Software Human Resources	\$	18,942.40

Garrett Tires & Treads	Repairs & Maintenance Services Non Student Vehic	\$	42.50
Gartner & Associates Co Inc	Supplies Maintenance of Buildings	\$	4,950.00
Gary Arnold	Transportation Charges Football	\$	140.00
Gary Stubbs	Transportation Charges Football	\$	70.00
General Parts LLC	Supplies Maintenance of Buildings	\$	874.38
Glendale Parade Store LLC	Supplies	\$	1,468.95
Global Industrial	Supplies Fed Vocational&Applied Tech Ed(Perkins)	\$	3,919.94
GNSA Greater Nebraska Schools Assoc.	Dues and Fees Executive Administration	\$	4,250.00
Gothenburg High School	Dues and Fees	\$	65.00
Grace Rosenau	Travel Regular Instruction	\$	144.90
Grace Rosenau	Dues and Fees Instruction & Curriculum Developme	\$	110.00
Graczyk Lawn & Landscape	Lawn Services Care & Upkeep of Grounds	\$	12,690.00
Graham Tire	Tires and Parts Reg. Ed. Transp. Maintenance	\$	885.80
Graham Tire	Vehicle Repair Sped Transportation Maintenance	\$	30.19
Graham Tire	Tires and Parts Sped Transportation Maintenance	\$	30.19
Grand Island High School	Dues and Fees	\$	100.00
Great Minds LLC	Textbooks Regular Instruction	\$	37.52
Greg Morris	Transportation Charges	\$	345.00
Haley Sanchez	Professional Services Sixpence Community Grant	\$	250.00
Harco Athletic Reconditioning Inc	Supplies Football	\$	510.00
Hastings High School	Dues and Fees	\$	75.00
Hastings High School	Dues and Fees	\$	125.00
Hastings High School	Dues and Fees	\$	100.00
HD Supply Formerly Home Depot Pro	Supplies Operations of Buildings	\$	16,739.24
HD Supply Formerly Home Depot Pro	Supplies Care and Upkeep of Grounds	\$	185.30
Heidi Nutter	Miscellaneous Expenditure	\$	50.00
Heritage Landscape Supply Group Inc	Supplies Care and Upkeep of Grounds	\$	11,025.00
Heritage Water Services Inc.	Professional Services Care & Upkeep of Grounds	\$	955.00
High Plains Pizza Hut, Inc	Food	\$	4,287.36
High Point Networks, LLC	Supplies Technology	\$	5,054.63
Hiland Dairy Foods	Food	\$	31,388.84
Hobby Lobby Stores Inc	Supplies Regular Instruction	\$	111.46
Hobby Lobby Stores Inc	Supplies FCS	\$	910.95
Hobby Lobby Stores Inc	Supplies Agriculture	\$	304.78
Hobby Lobby Stores Inc	Supplies Drama	\$	55.46
Hobby Lobby Stores Inc	Supplies Communications	\$	216.45
Hoehner Turf Irrigation	Professional Services Care & Upkeep of Grounds	\$	1,062.40
Hoehner Turf Irrigation	Lawn Services Care & Upkeep of Grounds	\$	363.00
Holden O'Dey	Transportation Charges Football	\$	40.00
Holden O'Dey	Transportation Charges	\$	95.00
Holdrege High School	Dues and Fees	\$	100.00
Holmes Plumbing & Htg	Supplies Maintenance of Buildings	\$	1,214.04
Holmes Plumbing & Htg	Supplies Care and Upkeep of Grounds	\$	410.43
Hometown Leasing	Rentals of Equipment and Vehicles Regular Instru	\$	10,786.59
HyVee Accounts Receivable	Supplies Regular Instruction	\$	39.84
HyVee Accounts Receivable	Supplies FCS	\$	243.90
HyVee Accounts Receivable	Supplies FCS	\$	90.88
HyVee Accounts Receivable	Miscellaneous Expenditure PreSchool Tuition	\$	44.96
Instructure Inc	Dues and Fees Office of the Principal	\$	7,840.00
Integrated Security Solutions LLC	Professional Services Care & Upkeep of Grounds	\$	1,666.96
Intellicom	Professional Services Technology	\$	6,323.23

J Spot Services LLC	Professional Services Care & Upkeep of Grounds	\$	480.00
J W Pepper & Son Inc	Supplies Vocal Music	\$	519.59
J W Pepper & Son Inc	Supplies Vocal Music	\$	763.34
J W Pepper & Son Inc	Supplies Vocal Music	\$	203.14
J W Pepper & Son Inc	Supplies Orchestra	\$	55.00
J W Pepper & Son Inc	Supplies Orchestra	\$	69.60
J W Pepper & Son Inc	Supplies Band	\$	13.00
J W Pepper & Son Inc	Miscellaneous Expenditure	\$	1,047.81
Jack Lederman Co Inc	Professional Services Care & Upkeep of Grounds	\$	53.95
Jacob McCarthy	Mileage Paid to Staff	\$	234.57
Jacob Oertle	Miscellaneous Expenditure Wrestling Boys	\$	22.19
James Stanfield & Co Inc	Supplies Transition	\$	699.00
Jami Helmbrecht	Miscellaneous Expenditure	\$	261.45
Jason Mundorf	Mileage Paid to Staff	\$	256.90
Jeana Peterson	Mileage Paid to Staff	\$	56.56
Jeffrey Schwartz	Travel Instruction & Curriculum Development	\$	257.60
Jennica Sikes	Miscellaneous Expenditure Cross Country Girls	\$	109.38
Jennica Sikes	Miscellaneous Expenditure Cross Country Girls	\$	71.84
Jerri Tuma	Transportation Charges	\$	260.00
Jerry Jenner	Transportation Charges	\$	370.00
Jersie Hermanson	Transportation Charges Volleyball	\$	125.00
Jersie Hermanson	Transportation Charges Volleyball	\$	125.00
Jill Bauer	Mileage Paid to Staff	\$	37.87
Jim Crosby	Transportation Charges Cross Country/Boys	\$	125.00
Jim Langin	Transportation Charges	\$	95.00
Joe Reinke	Transportation Charges Football	\$	140.00
Joel Ferebee	Transportation Charges Activities Director	\$	70.00
Joel Ferebee	Transportation Charges	\$	95.00
Johnny L. Krotz	Vehicle Repair Reg. Ed. Transp. Maintenance	\$	1,500.00
Johnstone Supply	Supplies Maintenance of Buildings	\$	1,882.48
Johnstone Supply	Supplies Care and Upkeep of Grounds	\$	1,667.78
Jonas Lovin	Professional Services	\$	6,000.00
Jordan Squiers	Transportation Charges Volleyball	\$	130.00
Jordan Squiers	Transportation Charges	\$	260.00
Kade Abbey	Transportation Charges Football	\$	95.00
Kade Abbey	Transportation Charges Football	\$	95.00
Kade Abbey	Transportation Charges	\$	95.00
Kaplan Early Learning Company	Supplies State Early Childhood	\$	1,515.28
Kaplan Early Learning Company	Supplies Sixpence Community Grant	\$	956.18
Kaplan Early Learning Company	Miscellaneous Expenditure	\$	287.44
Karlie Sines	Transportation Charges Volleyball	\$	390.00
Kassandra Sabah	Mileage Paid to Staff Fiscal Services	\$	19.60
Kaylee Harris	Professional Services Sixpence Community Grant	\$	150.00
Kaylei Becker	Miscellaneous Expenditure FBLA	\$	56.00
Kearney Ace Hardware	Supplies Volleyball	\$	66.94
Kearney Ace Hardware	Supplies Care and Upkeep of Grounds	\$	115.65
Kearney Ag & Auto Repair Inc	Vehicle Repair Non Student Vehicles	\$	3,250.26
Kearney Ag & Auto Repair Inc	Vehicle Repair Reg. Ed. Transp. Maintenance	\$	2,070.19
Kearney Ag & Auto Repair Inc	Vehicle Repair Sped Transportation Maintenance	\$	162.83
Kearney Area Children's Museum	Professional Services Sixpence Home 1	\$	125.00
Kearney Area Solid Landfill City Of Kear	Professional Services Maintenance of Buildings	\$	31.50

Kearney Area Solid Landfill City Of Kear	Professional Services Care & Upkeep of Grounds	\$ 1,050.72
Kearney Country Club	Miscellaneous Expenditure Volleyball	\$ 354.72
Kearney Noon Kiwanis	Dues and Fees Executive Administration	\$ 100.00
Kearney PowerSports	Repairs & Maintenance Services Non Student Vehic	\$ 455.53
Kearney PowerSports	Tires and Parts Non Student Vehicles	\$ 106.20
Kearney SportsPlex	Miscellaneous Expenditure Football	\$ 450.00
Kearney Trailers LLC	Tires and Parts Non Student Vehicles	\$ 39.99
Kearney Trailers LLC	Miscellaneous Expenditure Music Band	\$ 412.22
Kearney Winlectric Co	Supplies Maintenance of Buildings	\$ 876.39
Kearney Winlectric Co	Supplies Care and Upkeep of Grounds	\$ 179.88
Kearney Winnelson	Miscellaneous Expenditure Construction Tech Fund	\$ 684.00
Kearney Winnelson	Supplies Maintenance of Buildings	\$ 2,445.73
Kearney Winnelson	Supplies Care and Upkeep of Grounds	\$ 208.60
Kellee Vornhagen	Miscellaneous Expenditure Softball	\$ 400.54
Kelly Supply Co	Supplies Maintenance of Buildings	\$ 1,998.78
Kelly Supply Co	Supplies Care and Upkeep of Grounds	\$ 769.00
Kent Washington	Transportation Charges Football	\$ 210.00
Kent Washington	Transportation Charges	\$ 70.00
KHS Band Boosters	Miscellaneous Expenditure	\$ 35.00
Kidwell	AudioVisual Materials AudioVisual	\$ 197.50
Kidwell	Professional Services Technology	\$ 14,762.50
Kim Henry	Transportation Charges Volleyball	\$ 260.00
Kim Humphrey	Miscellaneous Expenditure Pop Fund	\$ 16.99
KPS Foundation	Miscellaneous Expenditure	\$ 500.00
KPS Foundation	Miscellaneous Expenditure	\$ 440.00
Kreg Tool Company	Supplies Wood Shop	\$ 146.21
Lakeshore Lrng Materials	Supplies State Early Childhood	\$ 13,845.35
Lakeshore Lrng Materials	Supplies Sixpence Community Grant	\$ 2,115.63
Laminator.com Inc	Supplies Regular Instruction	\$ 1,024.20
Laminator.com Inc	Supplies Regular Instruction	\$ 144.06
Language Line Services Inc	Contracted Educational Resource	\$ 220.93
Latitude Signage + Design	Furniture and Fixtures Operations of Buildings	\$ 18,490.00
Learning AZ	Supplies Resource	\$ 520.00
Learning AZ	Supplies IDEA Part B Proportionate Share	\$ 135.00
LessonPix, Inc	Supplies Resource	\$ 8.38
LessonPix, Inc	Supplies Technology Related	\$ 144.00
LessonPix, Inc	Supplies IDEA Base & E/P	\$ 72.00
Lexington High School	Dues and Fees	\$ 40.00
Libbi Harsh	Professional Services Sixpence Community Grant	\$ 95.62
Liminex, Inc	Technology Software Regular Instruction	\$ 3,200.00
Lincoln East High School	Dues and Fees	\$ 160.00
Lincoln High School	Dues and Fees	\$ 160.00
Lincoln Journal Star	Advertising Fiscal Services	\$ 529.99
Lincoln Journal Star	Supplies IDEA Base & E/P	\$ 131.70
Lincoln Southeast High School	Dues and Fees	\$ 160.00
Lincoln Southwest High School	Dues and Fees	\$ 135.00
Lincoln Southwest High School	Dues and Fees	\$ 125.00
Lips Printing Service	Miscellaneous Expenditure Student Activity Accou	\$ 341.47
Lisa Sprague	Miscellaneous Expenditure	\$ 112.90
Lisa Sprague	Miscellaneous Expenditure	\$ 60.00
Liz Janssen	Transportation Charges	\$ 420.00

LMN Graphics, LLC	Tires and Parts Non Student Vehicles	\$	1,995.00
LMN Graphics, LLC	Tires and Parts Reg. Ed. Transp. Maintenance	\$	400.00
LMN Graphics, LLC	Tires and Parts Sped Transportation Maintenance	\$	50.00
Lori Keller	Mileage Paid to Staff	\$	8.40
Luke Sutherland	Mileage Paid to Staff	\$	49.00
Lynn Stewart	Miscellaneous Expenditure Media Lost Library B	\$	120.00
Mailgun Technologies Inc	Technology Software Technology	\$	325.00
Makayla Harmon	Travel Sixpence Home 1	\$	279.31
Makayla Harmon	Supplies Sixpence Home 1	\$	342.25
Makenna Martinez	Professional Services Sixpence Community Grant	\$	50.00
Masters True Value	Supplies Care and Upkeep of Grounds	\$	209.99
Masters True Value	Vehicle Repair Non Student Vehicles	\$	180.00
Masters True Value	Tires and Parts Non Student Vehicles	\$	198.55
Masters True Value	Supplies Regular Education Transportation	\$	18.04
Matheson TriGas Inc	Supplies Machine Shop	\$	2,355.78
Matheson TriGas Inc	Rentals of Equipment and Vehicles Maintenance of	\$	361.28
Matheson TriGas Inc	Professional Services Care & Upkeep of Grounds	\$	116.13
Matheson TriGas Inc	Supplies Care and Upkeep of Grounds	\$	1,520.99
Matt Barth	Transportation Charges Football	\$	140.00
Matt Friend Truck Equip Inc	Supplies Care and Upkeep of Grounds	\$	3,000.00
Matt Friend Truck Equip Inc	Repairs & Maintenance Services Non Student Vehic	\$	1,448.93
Matthew Gawronski	Supplies Vocal Music	\$	349.00
McGraw Hill School Education Holdings LL	Supplies Resource	\$	62.60
Mead Lumber Co	Miscellaneous Expenditure	\$	121.53
Meca Sportswear	Miscellaneous Expenditure Track Boys	\$	659.20
Mel Nutt	Transportation Charges	\$	300.00
Melinda Riedel	Transportation Charges	\$	125.00
Melissa Franzen	Transportation Charges Volleyball	\$	125.00
Menards Kearney	Supplies Industrial Art	\$	574.67
Menards Kearney	Supplies Industrial Art	\$	611.98
Menards Kearney	Supplies Wood Shop	\$	297.17
Menards Kearney	Supplies Machine Shop	\$	362.19
Menards Kearney	Supplies FCS	\$	88.29
Menards Kearney	Supplies Operations of Buildings	\$	594.14
Menards Kearney	Supplies Maintenance of Buildings	\$	1,296.07
Menards Kearney	Supplies Care and Upkeep of Grounds	\$	645.39
Menards Kearney	Supplies Regular Education Transportation	\$	224.05
Menards Kearney	Miscellaneous Expenditure Drama	\$	980.26
Merryman Performing Arts Center	Dues and Fees	\$	594.96
Metal Doors & Hardware Co	Supplies Maintenance of Buildings	\$	1,810.00
MHS MultiHealth Systems Inc	Supplies Psychologist	\$	1,000.00
Michaela Cortez Thompson	Professional Services Sixpence Community Grant	\$	150.00
Mick Johnson/Action Piano Services	Supplies Communications	\$	145.00
Midwest Connect	Postage Early Childhood	\$	3.17
Midwest Connect	Postage Supervision	\$	3.90
Midwest Connect	Postage Office of the Principal	\$	260.58
Midwest Connect	Postage Office of the Principal	\$	46.11
Midwest Connect	Postage Office of the Principal	\$	49.92
Midwest Connect	Postage Office of the Principal	\$	6.53
Midwest Connect	Postage Office of the Principal	\$	0.78
Midwest Connect	Postage Office of the Principal	\$	0.78

Midwest Connect	Postage Office of the Principal	\$	2.34
Midwest Connect	Postage Office of the Principal	\$	25.01
Midwest Connect	Postage Office of the Principal	\$	3.12
Midwest Connect	Postage Office of the Principal	\$	72.28
Midwest Connect	Postage Office of the Principal	\$	1.56
Midwest Connect	Postage Fiscal Services	\$	563.85
Midwest Connect	Postage Human Resources	\$	5.82
Midwest Connect	Postage Maintenance of Buildings	\$	1.34
Midwest Connect	Postage Regular Education Transportation	\$	1.56
Midwest Connect	Postage	\$	95.94
Midwest Connect	Miscellaneous Expenditure	\$	57.75
Minden High School	Supplies	\$	75.00
Misko Sports	Supplies	\$	2,543.95
Mitch Ivey	Transportation Charges Football	\$	140.00
Mitch Ivey	Transportation Charges	\$	190.00
Mitchell Demers	Transportation Charges Football	\$	110.00
Molly Brown	Supplies FCS	\$	72.36
Moonlight Embroidery & Screen Print	Miscellaneous Expenditure Track Boys	\$	541.00
Moonlight Embroidery & Screen Print	Miscellaneous Expenditure	\$	1,510.00
Morgan Walker	Mileage Paid to Staff	\$	49.77
Multivoice LLC	Miscellaneous Expenditure Football	\$	350.00
Myra L Rahmann	Transportation Charges	\$	320.00
NASBNE Association of School Boards	Dues and Fees Board of Education	\$	356.00
NASBNE Association of School Boards	Dues and Fees Fiscal Services	\$	130.00
NASBNE Association of School Boards	Employee Training and Development Services	\$	89.00
NASPANebraska Assoc Sch Persl Admin	Dues and Fees Human Resources	\$	40.00
National Association for Music Education	Dues and Fees	\$	858.00
National Insurance Marketing Brokers LLC	Professional Services Pro Development Human Re	\$	4,270.50
National Insurance Marketing Brokers LLC	Professional Services Pro Development Human Re	\$	634.00
NCS Pearson Inc	Supplies Psychologist	\$	230.80
NCS Pearson Inc	Supplies Speech Pathology & Audiology	\$	141.47
NCSANebraska Council of School Admin	Dues and Fees Office of the Principal	\$	225.00
NCSANebraska Council of School Admin	Employee Training and Development Services	\$	115.00
NCSANebraska Council of School Admin	Employee Training and Development Services	\$	1,150.00
Nebraska Central Equipment Co	Vehicle Repair Reg. Ed. Transp. Maintenance	\$	747.69
Nebraska Council of Economic Education	CTE Grant	\$	3,000.00
Nebraska FBLA	Miscellaneous Expenditure FBLA	\$	135.00
Nebraska FCCLA	Miscellaneous Expenditure	\$	300.00
Nebraska FFA Association	Miscellaneous Expenditure	\$	88.00
Nebraska Public Health Envrmt Lab	Professional Services Care & Upkeep of Grounds	\$	15.00
Nebraska Public Power District	Electricity	\$	76,030.29
Nebraska Public Power District	Miscellaneous Expenditure	\$	112.61
Nebraska Safety Center	Professional Services Regular Education Transpor	\$	1,100.00
Nebraska Schoolmasters Club	Dues and Fees Executive Administration	\$	40.00
Nebraska Schools eSports Association	Miscellaneous Expenditure	\$	100.00
Nimco Inc	Supplies Regular Instruction	\$	78.99
Noah Fader	Transportation Charges Volleyball	\$	260.00
Norfolk High School	Miscellaneous Expenditure	\$	150.00
Northwestern Energy	Natural Gas	\$	2,798.84
Novus Windshield Repair	Vehicle Repair Reg. Ed. Transp. Maintenance	\$	50.00
Numworks Inc	Supplies Math	\$	1,799.82

Off Duty Management, Inc	Transportation Charges Football	\$	345.00
Off Duty Management, Inc	Miscellaneous Expenditure	\$	345.00
Omaha Pneumatic Equipment Company	Furniture and Fixtures Operations of Buildings	\$	6,135.62
One Call Concepts Inc	Professional Services Care & Upkeep of Grounds	\$	32.17
One Source	Professional Services Pro Development Human Re	\$	2,755.45
Pablo Lucero	Transportation Charges	\$	300.00
Paper Tiger Shredding	Supplies Resource	\$	456.69
Paper Tiger Shredding	Supplies Instruction & Curriculum Development	\$	53.13
Paper Tiger Shredding	Professional Services Pro Development Human Re	\$	26.58
Papillion La Vista High School	Dues and Fees	\$	225.00
Papillion La Vista High School	Dues and Fees	\$	125.00
Peerless Machine & Mfg Inc	Lawn Services Care & Upkeep of Grounds	\$	3,270.20
PEP CO, Inc.	Professional Services Care & Upkeep of Grounds	\$	560.00
Perry Guthery Haasa & Gessford PC LLO	Contracted Legal Services Legal Services	\$	2,271.60
Platinum Awards & Gifts	Miscellaneous Expenditure Executive Administrati	\$	15.55
Platte Valley Communications	Repairs & Maintenance Services Maintenance Of Bu	\$	1,685.24
Porter Trustin Carlson Co	Furniture and Fixtures Operations of Buildings	\$	30,350.00
PowerSchool	Technology Software Human Resources	\$	52,022.57
Prairie View Roofing & Development LLC	Repairs & Maintenance Services Maintenance Of Bu	\$	11,208.00
Proquest LLC	Supplies Regular Instruction	\$	710.33
Quill Corporation	Supplies Regular Instruction	\$	3,320.04
Quill Corporation	Supplies Science	\$	16.08
Rapid Consulting LLC	Supplies Security	\$	804.95
Raven Stewart	Travel ELL	\$	535.40
Raven Stewart	Travel Fiscal Services	\$	52.01
Reading with TLC	Supplies Resource	\$	574.91
Rebecca Kraenow	Transportation Charges Volleyball	\$	130.00
Rebecca Kraenow	Transportation Charges	\$	260.00
Region IV Elementary Principals	Miscellaneous Expenditure Principal	\$	20.00
Resilite Sports Products Inc	Other Equipment Activities Director	\$	77,987.45
Rhonda Moseley	Mileage Paid to Staff	\$	39.20
Sadie Uhing	Mileage Paid to Staff Fiscal Services	\$	254.80
Sadie Uhing	Miscellaneous Expenditure Music Orchestra	\$	601.00
Sam Kreis	Professional Services	\$	200.00
Sara Langan	Mileage Paid to Staff	\$	136.57
Sara Langan	Mileage Paid to Staff	\$	56.35
Sara Paider	Travel Supervision	\$	384.78
Sayler Screenprinting	Miscellaneous Expenditure FFA	\$	1,232.00
Sayler Screenprinting	Uniforms Regular Education Transportation	\$	1,487.52
Scholastic Inc.	Supplies Regular Instruction	\$	2,411.11
School Social Wk Assoc Of Ne SSWAN	Miscellaneous Expenditure Principal	\$	75.00
School Social Wk Assoc Of Ne SSWAN	Dues and Fees Guidance Services	\$	75.00
School Social Work Association of Ne	Dues and Fees Social Workers	\$	75.00
School Social Work Association of Ne	Supplies Guidance Services	\$	75.00
School Specialty Inc	Supplies Art	\$	456.94
Scott Johnson	Transportation Charges Volleyball	\$	260.00
Scott Nannen	Miscellaneous Expenditure Cross Country/Boys	\$	295.00
Scott Nannen	Miscellaneous Expenditure Cross Country Boys	\$	67.22
Scott Schukar	Transportation Charges Football	\$	70.00
Scott Schukar	Professional Services	\$	95.00
Scott Wagner	Transportation Charges Football	\$	140.00

Seth Montag	Transportation Charges Football	\$	140.00
Shanna Schulte	Miscellaneous Expenditure Board of Education	\$	18.70
Shanna Schulte	Miscellaneous Expenditure Executive Administrati	\$	19.50
Shelia Sanford	Mileage Paid to Staff	\$	94.99
SherwinWilliams	Supplies Maintenance of Buildings	\$	87.06
SignGlasses LLC	Contracted Educational Hearing Handicapped	\$	3,360.00
Smiling Faces Academy, Inc.	Professional Services Sixpence Community Grant	\$	3,204.00
SmithCotton JROTC Booster Club	Dues and Fees JROTC	\$	125.00
SOS Portable Toilets, Inc	Miscellaneous Expenditure Cross Country/Boys	\$	200.00
SpartanNash Family Fresh	Supplies FCS	\$	205.67
Spracklin Chiropractic	Drug Testing Regular Education Transportation	\$	290.00
Spracklin Chiropractic	Physicals Regular Education Transportation	\$	100.00
Stelling Brass & Winds	NonTech Related Repairs & Maintenance	\$	30.00
Stelling Brass & Winds	Supplies Band	\$	5,805.00
Stelling Brass & Winds	Miscellaneous Expenditure Music Orchestra Rent	\$	4,735.10
Stelling Brass & Winds	Miscellaneous Expenditure	\$	7,830.00
Stephanie Munch	Miscellaneous Expenditure Dance Catz	\$	153.00
Stepping Stones Group LLC	Contracted Educational Contracted Services	\$	7,150.00
Sterling Computers	Technology Software Technology	\$	14,328.00
Striv, Inc	Dues and Fees Regular Instruction	\$	3,920.00
Stuart Moore	Transportation Charges Football	\$	70.00
Stuart Moore	Transportation Charges Football	\$	95.00
Stuart Moore	Transportation Charges Football	\$	210.00
Stuart Moore	Transportation Charges	\$	70.00
Sunbelt Rentals	Rentals of Equipment and Vehicles Maintenance of	\$	1,452.12
Sydney Celeste Johannsen	Professional Services Sixpence Community Grant	\$	100.00
Taylie Osorio	Professional Services Sixpence Community Grant	\$	550.00
Taylor Wyatt	Transportation Charges Activities Director	\$	140.00
Teacher Synergy Inc	Supplies Regular Instruction	\$	24.70
Teacher Synergy Inc	Supplies Regular Instruction	\$	27.95
Teacher Synergy Inc	Supplies Regular Instruction	\$	115.24
Teachtown	Contracted Educational Resource	\$	9,750.00
TeamLeader	Miscellaneous Expenditure Cheerleaders	\$	7,545.77
The Art of Education University, LLC	Textbooks Supplementals Regular Instruction	\$	6,013.50
The Art of Education University, LLC	Textbooks Supplementals Regular Instruction	\$	3,608.10
The Fanatic Group, LLC	Miscellaneous Expenditure Wish List	\$	594.93
The Fanatic Group, LLC	Miscellaneous Expenditure	\$	2,710.69
The Filter Shop Inc	Supplies Maintenance of Buildings	\$	702.00
The Graduate	Travel Supervision	\$	119.00
The Line Up	Miscellaneous Expenditure	\$	1,309.80
The Lockmobile	Professional Services Care & Upkeep of Grounds	\$	115.00
The Lockmobile	Supplies Care and Upkeep of Grounds	\$	103.00
The Reading Warehouse Inc	Supplies Regular Instruction	\$	159.95
Thomas Miller	Transportation Charges Softball/Girls	\$	150.00
Thomas Vacura, Jr	Transportation Charges Softball/Girls	\$	150.00
Thomas Vacura, Jr	Transportation Charges Softball/Girls	\$	160.00
Thomas Vacura, Jr	Transportation Charges	\$	150.00
Tiffany Weiss	Travel Sixpence Home 1	\$	90.68
Tim Valleau	Transportation Charges Football	\$	95.00
Titmus LLC	Postage Health Services Health Services	\$	26.50
Titmus LLC	Supplies Health Services	\$	480.00

TK Elevator Corporation	Professional Services Maintenance of Buildings	\$	1,612.80
TMobile USA Inc.	Purchased Service Telephone Transition	\$	36.21
TMobile USA Inc.	TMobile Handheld Devices & Service Security	\$	41.51
TMobile USA Inc.	TMobile Handheld Devices & Service Security	\$	420.60
TMobile USA Inc.	TMobile Handheld Devices & Service Security	\$	83.02
TMobile USA Inc.	Supplies Technology Related	\$	144.84
TMobile USA Inc.	Purchased Service Telephone	\$	144.84
Todd Mau	Transportation Charges	\$	360.00
Toni Rieker	Transportation Charges Volleyball	\$	150.00
Tractor Supply Co.	Supplies Care and Upkeep of Grounds	\$	149.99
Tractor Supply Co.	Tires and Parts Non Student Vehicles	\$	184.99
Trane	Professional Services Maintenance of Buildings	\$	62,727.23
Trane	Supplies Maintenance of Buildings	\$	470.25
Treianne Patterson	Transportation Charges	\$	130.00
Tricia Kasper	Transportation Charges Volleyball	\$	325.00
TriCounty Glass Inc	Miscellaneous Expenditure Weight Room	\$	6,552.00
TriCounty Glass Inc	Repairs & Maintenance Services Maintenance Of Bu	\$	401.35
Tyler Slechta	Transportation Charges Football	\$	70.00
Tyler Technologies Inc	Technology Software Fiscal Services	\$	80,420.23
Tyler Technologies Inc	Professional Services Regular Education Transpor	\$	7,511.21
Tyler Technologies Inc	TechnologyRelated Hardware Regular Education Tr	\$	3,977.50
ULINE	Supplies	\$	904.95
ULINE	Supplies Care and Upkeep of Grounds	\$	350.45
UNK Academic Advising & Career Dev	Dues and Fees Human Resources	\$	190.00
UNK Dept of Music, Theatre, & Dance	Dues and Fees Band	\$	50.00
US Bank Cardmember Service	Supplies Regular Instruction	\$	457.12
US Bank Cardmember Service	Textbooks Regular Instruction	\$	600.00
US Bank Cardmember Service	Supplies Science	\$	151.67
US Bank Cardmember Service	Supplies Industrial Art	\$	3,246.20
US Bank Cardmember Service	Supplies Art	\$	3.42
US Bank Cardmember Service	Dues and Fees Vocal Music	\$	143.00
US Bank Cardmember Service	Dues and Fees Orchestra	\$	268.00
US Bank Cardmember Service	Dues and Fees Band	\$	586.00
US Bank Cardmember Service	Textbooks ELL	\$	24.95
US Bank Cardmember Service	Supplies Resource	\$	12.45
US Bank Cardmember Service	Supplies Guidance Services	\$	144.00
US Bank Cardmember Service	Dues and Fees Guidance Services	\$	721.00
US Bank Cardmember Service	Supplies Visually Handicapped	\$	295.92
US Bank Cardmember Service	Dues and Fees Competitive Theatrics	\$	187.02
US Bank Cardmember Service	Dues and Fees Instruction & Curriculum Developme	\$	99.00
US Bank Cardmember Service	Employee Training and Development Services	\$	3,544.41
US Bank Cardmember Service	Supplies Technology	\$	2,552.80
US Bank Cardmember Service	Technology Software Technology	\$	1,024.95
US Bank Cardmember Service	Travel Board of Education	\$	147.15
US Bank Cardmember Service	Advertising Communications	\$	71.98
US Bank Cardmember Service	Grading & Scheduling Supplies Office of the Prin	\$	146.10
US Bank Cardmember Service	Professional Services Pro Development Human Re	\$	424.00
US Bank Cardmember Service	Rentals of Equipment and Vehicles Maintenance of	\$	180.00
US Bank Cardmember Service	Supplies Regular Education Transportation	\$	283.29
US Bank Cardmember Service	Supplies Sixpence Home 1	\$	1,300.00
US Bank Cardmember Service	Supplies	\$	3,020.94

US Bank Cardmember Service	Employee Training & Development Perkins	\$	2,007.12
US Bank Cardmember Service	Dues and Fees Activities Director	\$	300.00
US Bank Cardmember Service	Miscellaneous Expenditure Activities Director	\$	39.00
US Bank Cardmember Service	Miscellaneous Expenditure Athletic Administratio	\$	8.87
US Bank Cardmember Service	Miscellaneous Expenditure Training Room	\$	402.95
US Bank Cardmember Service	Miscellaneous Expenditure Weight Room	\$	198.00
US Bank Cardmember Service	Transportation Charges Cross Country/Boys	\$	35.17
US Bank Cardmember Service	Travel Cross Country Boys Cross Country/Boys	\$	491.67
US Bank Cardmember Service	Miscellaneous Expenditure Football	\$	90.66
US Bank Cardmember Service	Travel Softball Softball/Girls	\$	878.22
US Bank Cardmember Service	Uniforms Softball/Girls	\$	227.05
US Bank Cardmember Service	Miscellaneous Expenditure Softball/Girls	\$	206.40
US Bank Cardmember Service	Miscellaneous Expenditure Boys Tennis	\$	66.45
US Bank Cardmember Service	Supplies Track Girls	\$	590.40
US Bank Cardmember Service	Dues and Fees Soccer/Boys	\$	150.00
US Bank Cardmember Service	Miscellaneous Expenditure Bearcat Design/Corner	\$	264.65
US Bank Cardmember Service	Miscellaneous Expenditure Construction Tech Fund	\$	869.88
US Bank Cardmember Service	Miscellaneous Expenditure Dance Catz	\$	1,403.68
US Bank Cardmember Service	Miscellaneous Expenditure DECA	\$	877.40
US Bank Cardmember Service	Professional Services Drama	\$	2,570.00
US Bank Cardmember Service	Transportation Charges Drama	\$	33.09
US Bank Cardmember Service	Miscellaneous Expenditure Drama	\$	223.00
US Bank Cardmember Service	Miscellaneous Expenditure FCCLA	\$	119.00
US Bank Cardmember Service	Miscellaneous Expenditure FFA	\$	20.00
US Bank Cardmember Service	Miscellaneous Expenditure Key Club	\$	31.97
US Bank Cardmember Service	Miscellaneous Expenditure Media Library	\$	26.50
US Bank Cardmember Service	Miscellaneous Expenditure Media District	\$	273.00
US Bank Cardmember Service	Miscellaneous Expenditure Music Band	\$	1,569.91
US Bank Cardmember Service	Miscellaneous Expenditure Music Vocal	\$	45.00
US Bank Cardmember Service	Miscellaneous Expenditure Student Council	\$	35.76
US Bank Cardmember Service	Miscellaneous Expenditure	\$	1,037.12
US Bank Cardmember Service	Miscellaneous Expenditure Volleyball	\$	1,547.34
US Bank Cardmember Service	Miscellaneous Expenditure Wrestling Boys	\$	1,500.00
US Foods Inc	Food	\$	2,597.08
USI Education & Government Sales	Supplies Regular Instruction	\$	361.81
Varsity Spirit LLC	Miscellaneous Expenditure Dance Catz	\$	7,313.85
Varsity Spirit LLC	Miscellaneous Expenditure	\$	5,060.60
Verizon Wireless	Miscellaneous Expenditure Wish List	\$	30.04
Verizon Wireless	Purchased Service Telephone	\$	79.84
Vertex Drone Washing Solutions LLC	Professional Services Care & Upkeep of Grounds	\$	985.00
Vestis	Uniforms Operations of Buildings	\$	1,689.26
Vestis	Uniforms Regular Education Transportation	\$	119.45
Vicky DeWald	Miscellaneous Expenditure Drama	\$	60.65
Virco Inc	Supplies OT Related Services	\$	306.54
Virco Inc	Repairs & Maintenance Services	\$	3,550.00
Walmart Community BRC	Supplies	\$	7,132.68
Walnut Middle School	Supplies Orchestra	\$	200.00
Walsworth Publishing Company	Miscellaneous Expenditure	\$	21,445.19
Warrent Drain Cleaners & Plum	Professional Services Care & Upkeep of Grounds	\$	218.00
Wendy Collins	Transportation Charges	\$	260.00
WILKINS ArchitectureDesignPlanning	Architect	\$	8,814.00

WILKINS ArchitectureDesignPlanning	Construction Services	\$	287.34
WILKINS ArchitectureDesignPlanning	Construction Services	\$	287.34
WILKINS ArchitectureDesignPlanning	Construction Services	\$	287.34
Yandas Music	Construction Services	\$	21,184.07

General Account - NebraskaLand National Bank Month Ending September 30th, 2025

Per Bank

NebraskaLand Bank	September 30, 2025	\$	29,662,119.70
Less Outstanding Checks		\$	(74,865.19)
Less Outstanding Other Disbursements		\$	(3.70)
Plus Outstanding Deposits		\$	15,434,734.37
Adjustment			
Ending Balance		\$	<u>45,021,985.18</u>

Per Books

Beginning Balance	September 30, 2025	\$	41,250,026.59
Plus Receipts		\$	15,154,085.96
Less Expenditures		\$	(11,382,047.54)
Less Returned Checks			
Adjustment		\$	-
Voided Checks		\$	<u>(79.83)</u>
Ending Book Balance	September 30, 2025	\$	<u>45,021,985.18</u>

Flex Spending Account Balance

\$53,512.60

School District 7

Fund Balances

Fiscal Year: 2025-2026

Month: September

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	\$27,399,059.20	\$11,256,579.63	(\$7,512,218.73)	\$0.00	\$31,143,420.10	\$32,106,203.53	(\$962,783.43)
02	Depreciation Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$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	\$2,882,623.51	\$185,137.59	(\$453,819.29)	\$0.00	\$2,613,941.81	\$2,615,602.79	(\$1,660.98)
06	School Nutrition Fund	\$1,729,774.04	\$298,851.74	(\$446,353.31)	\$0.00	\$1,582,272.47	\$1,646,850.07	(\$64,577.60)
07	Bond Fund	\$10,816,261.93	\$1,967,203.79	\$0.00	\$0.00	\$12,783,465.72	\$12,783,465.72	\$0.00
08	Special Building Fund	\$10,951,614.69	\$1,043,803.50	(\$2,210,905.35)	\$0.00	\$9,784,512.84	\$9,784,512.84	\$0.00
09	Qualified Capital Fund	\$5,349,835.59	\$284,219.66	(\$767,925.75)	\$0.00	\$4,866,129.50	\$4,866,129.50	\$0.00
10	Coop Fund	\$97,978.34	\$20,696.00	(\$12,543.18)	\$0.00	\$106,131.16	\$109,278.32	(\$3,147.16)
12	Student Fee Fund	\$362,401.62	\$30,211.98	(\$19,098.81)	\$0.00	\$373,514.79	\$373,702.90	(\$188.11)
Grand Total:		\$59,637,630.32	\$15,086,703.89	(\$11,422,864.42)	\$0.00	\$63,301,469.79	\$64,333,827.07	(\$1,032,357.28)

End of Report



Board Report

1 message

Shelia Sanford <shesanford@kearneycats.com>

Mon, Oct 13, 2025 at 8:00 AM

To: Shanna Schulte <shaschulte@kearneycats.com>

Receipts:	Budget	Month End	Year-to-Date	% of Budget	2024-2025%
	\$	\$	\$		
Federal Reimbursement	1,631,713.83	53,563.05	53,563.05	3.00%	10.01%
	\$	\$	\$		
Sale of Lunches -Pupils	950,000.00	196,695.46	196,695.46	21.00%	12.17%
	\$	\$	\$		
Other Income	38,500.00	30.00	30.00	7.00%	11.48%
	\$	\$	\$		
District Support		-			
	\$	\$	\$		
Total:	2,640,213.83	250,288.50	250,288.50	9.40%	10.81%
Expenditures:					
	\$	\$	\$		
Salaries/Fringe	2,262,628.92	212,478.14	212,478.14	9.00%	9.22%
					9.22%
	\$	\$	\$		
Food Items	2,323,911.08	211,754.57	211,754.57	9.10%	8.02%
	\$	\$	\$		
Equipment	250,000.00	13,257.86	13,257.86	5.30%	3.68%
	\$	\$	\$		
Supplies,Repairs and Other	105,000.00	3,428.42	3,428.42	3.30%	4.49%
	\$	\$	\$		
Total:	2,678,911.08	228,440.85	228,440.85	8.50%	8.28%
		\$			
Revenue Over/Under Expenses		(190,631.49)			
Beginning Balance					
Ending Balance					
		\$			
Federal Money Due		149,833.09			
		\$			
Accounts Receivable < \$50.00		(55,469.31)			
		\$			
Accounts Receivable > \$50.00		(6,741.10)			

--
 Shelia Sanford
 Food Service Director
 Kearney Public Schools
shesanford@kearneycats.com
 (308) 698-8160

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 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;

- 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.

Travel Costs: Travel costs (including transportation, lodging, subsistence, and related items) incurred by an employee who travels on official business for a federal award may only be charged to the federal award on an actual cost basis, a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The District will ensure that the method used will be consistent with the method normally allowed in similar circumstances in the District's other travel and Board Policies. Any travel costs charged directly to a federal award must be documented to justify that (1) the individual's participation is necessary for the federal award and (2) the costs are reasonable and consistent with the District's travel costs and expectations. All travel costs must be reasonable and not in excess of what the District typically allows for other travel. All reasonable rates and amounts will be consistent with the rates and amounts established under 5 U.S.C. 5701-11.

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.

| [Legal Reference: 2 C.F.R. § 200.475](#)

| Policy adopted: 7/11/22
revised: 1/13/2025
revised: 8/11/25
[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 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;

- 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.

Travel Costs: Travel costs (including transportation, lodging, subsistence, and related items) incurred by an employee who travels on official business for a federal award may only be charged to the federal award on an actual cost basis, a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The District will ensure that the method used will be consistent with the method normally allowed in similar circumstances in the District's other travel and Board Policies. Any travel costs charged directly to a federal award must be documented to justify that (1) the individual's participation is necessary for the federal award and (2) the costs are reasonable and consistent with the District's travel costs and expectations. All travel costs must be reasonable and not in excess of what the District typically allows for other travel. All reasonable rates and amounts will be consistent with the rates and amounts established under 5 U.S.C. 5701-11.

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.

Legal Reference: 2 C.F.R. § 200.475

Policy adopted: 7/11/22
revised: 1/13/2025
revised: 8/11/25
revised: 10/13/25

KEARNEY PUBLIC SCHOOLS
Kearney, Nebraska



KEARNEY
PUBLIC SCHOOLS
OWN *Your* FUTURE

Substitute Teacher Employee Handbook

Revised October 2025

TABLE OF CONTENTS

School Calendar	3
School Building Information	4-5
School Hours	5
Report Times	5

CHAPTER 1 - Notice of Non-Discrimination and Designation of Coordinators

Notice of Non-Discrimination	6
Notice of Designation of Coordinator	6

CHAPTER 2 - Certification

7

CHAPTER 3 - Performance Expectations

8

CHAPTER 4 - Wages and Information

9-12

Substitute Pay Rates	9
Substitute Day Incentive Goal	9
Substitute Day Information	10
Guidelines for Additional Assignment	10
Pay Period	10
403(b)/457(b) Plan	11
Worker's Compensation	11
Short and Long Term Substituting	12

CHAPTER 5 - Electronic Systems

13-18

kearneycats Email	13
Absence Management/Substitute Placement System	13-16
Absence Management System Access	14
Absence Management/Substitute Placement System Call Times	15
Absence Management/Substitute Placement System FAQ	15
Absence Management/Substitute Placement System Quick Start Guide	16
TimeClock	17
Pay Advice	18

CHAPTER 6 - Employee Expectations

19-29

"At Will" Employees	19
Employee Behavior	19-20
Employee Behavior as a Model to Students	20
Professional Boundaries Between Employees and Students	20-21
Reporting Child Abuse/Neglect	21-22
Notification of Arrest, Criminal Charges, & Certification, License or Child Abuse Complain	23
Personal Appearance	23
Employee ID Badges	24
Attendance, Punctuality, and Reliability	24
Maintaining Active Status	24

CHAPTER 6 - Employee Expectations (continued)	19-29
Inclement Weather	25
Cell Phone Usage	25
Workplace Threats and Violence	25-26
Anti-Bullying	26
Drug Free School & Workplace	26-28
Tobacco-Free Workplace	28-29
Conflict of Interest	29
Search and Seizure	29
CHAPTER 7 - Complaint Procedure	30-31
CHAPTER 8 - Use of District Internet, Computer, Email and Social Media	32-37
Internet Safety and Acceptable Use Policy	32-35
Email/Internet Access	34-37
Social Media	35-37
CHAPTER 9 - Anti-Discrimination and Anti-Harassment	38-44
Anti-Harassment & Discrimination	38-43
Americans with Disabilities Act	43-44
Disclaimer/Acknowledgement	45
Appendix	46-52
Substitute Employee Discipline Form	47-48
Administrator Request to Remove Substitute Form	49-50
Substitute Termination Conference Form	51-52



2025-2026 KPS CALENDAR

OWN *Your* FUTURE

NO SCHOOL
START/END
BRIGHT FUTURES
TEACHERS ONLY

AUGUST

6-8 NEW TEACHER ORIENTATION
 11-13 TEACHER PRE-SERVICE DAYS
 14 **FIRST DAY OF SCHOOL K-12**
 14&15 KINDERGARTEN 11:45 DISMISS
 21 BRIGHT FUTURES PRESCHOOL & TODDLERS-FIRST DAY OF SCHOOL

AUGUST 2025						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

SEPTEMBER

1 **NO SCHOOL - LABOR DAY**
 5 BRIGHT FUTURES NO SCHOOL
 17&22 9-12 CONFERENCES 6:00-9:00
 PK-8 CONFERENCES 4:30-8:30
 24 **NO SCHOOL PK-12**
 9-12 TEACHER PD 8:00-10:00
 9-12 CONFERENCES 11:00-6:00
 PK-8 TEACHER PD 8:00-12:00
 PK-8 CONFERENCES 1:00-6:00
 25&26 **NO SCHOOL** PK-12 COMP DAY

OCTOBER

3 BRIGHT FUTURES NO SCHOOL
 17 **NO SCHOOL PK-12**
 PROFESSIONAL DEVELOPMENT DAY,
 WORK DAY, GRADING
 END OF FIRST QUARTER
 K-12: 42 DAYS

OCTOBER 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

NOVEMBER

7 BRIGHT FUTURES NO SCHOOL
 26-28 **NO SCHOOL**
 THANKSGIVING VACATION

DECEMBER

5 BRIGHT FUTURES NO SCHOOL
 19 **EARLY DISMISSAL 2:00**
 END OF SECOND QUARTER
 K-12: 42 DAYS
 22- JANUARY 5 **NO SCHOOL**
 HOLIDAY BREAK
 24-January 1 District Closed

DECEMBER 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY

5 **NO SCHOOL PK-12**
 PROFESSIONAL DEVELOPMENT DAY,
 WORK DAY
 6 **SECOND SEMESTER BEGINS**
 9 BRIGHT FUTURES NO SCHOOL

FEBRUARY

6 BRIGHT FUTURES NO SCHOOL
 11&16 9-12 CONFERENCES 6:00-9:00
 PK-8 CONFERENCES 4:30-8:30
 18 **NO SCHOOL**
 9-12 TEACHER PD 8:00-10:00
 9-12 CONFERENCES 11:00-6:00
 PK-8 TEACHER PD 8:00-12:00
 PK-8 CONFERENCES 1:00-6:00
 19&20 **NO SCHOOL**
 CONFERENCE COMP. DAYS

FEBRUARY 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH

6 BRIGHT FUTURES NO SCHOOL
 13 **NO SCHOOL PK-12**
 PROFESSIONAL DEVELOPMENT DAY,
 WORK DAY, GRADING
 END OF THIRD QUARTER
 K-12: 45 DAYS
 23-27 **NO SCHOOL SPRING BREAK**

APRIL

3 **NO SCHOOL** HOLIDAY BREAK
 10 PROFESSIONAL DEV. WORK DAY
 24 - BRIGHT FUTURES NO SCHOOL

APRIL 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2026						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY

14 BRIGHT FUTURES PRESCHOOL- LAST DAY
 17 **KHS GRADUATION**
 21 **LAST DAY OF SCHOOL K-12**
EARLY DISMISSAL 2:00
 22 PROF DEVELOPMENT/WORK DAY
 25 BRIGHT FUTURES TODDLERS NO SCHOOL
 END FOURTH QUARTER K-12: 42 DAYS

JUNE

KCLC & SUMMER LUNCH PROGRAM
 15 BRIGHT FUTURES TODDLERS
 NO SCHOOL

JUNE 2026						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY 2026						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JULY

KCLC & SUMMER LUNCH PROGRAM
 3 BRIGHT FUTURES TODDLERS
 NO SCHOOL
 15 BRIGHT FUTURES TODDLERS
 LAST DAY
 K-12: 171 TOTAL DAYS
 TEACHER CONTRACT DAYS: 185

KEARNEY PUBLIC SCHOOLS DISTRICT INFORMATION

Absence Management/Substitute Placement System (Frontline)

1-800-942-3767 or <https://login.frontlineeducation.com/sso/kearney>

Administration Central Office	308-698-8000	320 West 24 th Street
Human Resources	308-698-8013	dbosard@kearneycats.com
Bryant Elementary School	308-698-8190	1611 Avenue C
Natalie Madsen	Principal	
Sarah Hawthorne	Asst. Principal	
Raelena Oblinger	Secretary	
Buffalo Hills Elementary School	308-698-8290	6110 11 th Avenue
Chance Waggoner	Principal	
Kristin Furstenberg	Secretary	
Central Elementary School	308-698-8040	300 West 24 th Street
Dustin Mitchell	Principal	
Mikki Tye	Secretary	
Emerson Elementary School	308-698-8270	2705 Avenue E
Meredith Johnson	Principal	
Sarah Hawthorne	Asst. Principal	
Carrie Findley	Secretary	
Kearney Education Center	308-698-8050	1511 5 th Avenue
Principal Megan Schmidt	Secretary Julie Tye	
Bright Futures Preschool		
Megan Chamberlain, Brandi Dorsey, Janelle Kowalek, Jordan ten Bensel, Amber Neban, Jocelyn Randall, Amber Sklenar and Lindsie Thiems		
Sixpence Toddler Room (18 months to 3 years old)		
Cheyenne Hester-DeVore, Holli Ourada and Krystal Reynolds		
Kenwood Elementary School	308-698-8200	915 16 th Avenue
Michelle Dutcher	Principal	
Saralyn Feddersen	Secretary	
Meadowlark Elementary School	308-698-8210	1010 East 53 rd Street
Connor Williams	Principal	
Lisa Rademacher	Secretary	
Northeast Elementary School	308-698-8230	910 East 34 th Street
Amber Taylor	Principal	
Ashley Palu	Asst. Principal	
Amy Hewitt	Secretary	
Park Elementary School	308-698-8280	3000 7 th Avenue
Taylor Peters	Principal	
Bridget Mahalek	Secretary	

Windy Hills Elementary School Jason Calahan Darcy Week	308-698-8220 Principal Secretary	4211 20 th Avenue
Horizon Middle School Amber Lewis Bill Schmidt Reesa Bebb	308-698-8120 Principal Asst. Principal Sub Coordination/Attendance Secretary	915 West 35 th Street
Sunrise Middle School Mark Johnson Erin Jones Shannon Rodehorst	308-698-8150 Principal Asst. Principal Sub Coordination/Attendance Secretary	4611 Avenue N
Kearney High School Jeff Ganz Paloma Mena-Werth Hayley Mentzer Ty Swarm Steven Woodside Ryan Hogue Lisa Cline	308-698-8060 Principal Asst. Principal Asst. Principal Asst. Principal Asst. Principal (CCR) Asst. Principal/Director of Activities Sub Coordination/Secretary	2702 West 11 th Street
Hanny Arram Center for Success Jason Owens Amy Phye	Principal Secretary	

School Hours

Preschool

Bright Futures Toddlers (18 months to 3 year olds)	8:20 am to 3:15 pm
Bright Futures Preschool (4-5 year olds)	8:30 am to 3:15 pm

Elementary

Bryant, Central, Meadowlark, Northeast	8:10 am to 3:30 pm
Buffalo Hills, Kenwood, Park, Windy Hills	8:05 am to 3:25 pm
Emerson, Glenwood	8:15 am to 3:35 pm

Kearney High School	8:00 am to 3:41 pm
Middle Schools	8:10 am to 3:35 pm

Report Times

Preschool	8:00 am to 3:45 pm
Elementary/Middle Schools	7:40 am to 3:45 pm
Kearney High School	7:40 am to 3:45 pm

Substitute Report Times

*Substitute report time refers to the time that the substitute is expected at the school when accepting a job in advance. When accepting a job the morning of or short notice please arrive as soon as possible.

CHAPTER 1 – Notice of Non-Discrimination and Designation of Coordinators

Section 1-A

NOTICE OF NON-DISCRIMINATION

Section 1-B

NOTICE OF DESIGNATION OF COORDINATORS

Section 1-A NOTICE OF NON-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 sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, 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 designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

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

Dr. Melissa Herrmann, Director of Human Resources

Kearney Public Schools

320 West 24th Street

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 for 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, MO 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

Section 1-B NOTICE OF DESIGNATION OF COORDINATOR

The Superintendent of Kearney Public Schools has designated the following persons to handle inquiries regarding non-discrimination policies.

The Director of Human Resources is designated to coordinate Kearney Public School's compliance with, and handle inquiries regarding, Title VI and Title VII of the 1964 Civil Rights Act, Section 504 Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Age Discrimination Act of 1964, Equal Pay Act of 1964, Title IX of the 1972 Education Amendments, and the Nebraska Equal Education Opportunity Act.

Dr. Melissa Herrmann, Director of Human Resources

320 West 24th Street

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 for Civil Rights in the U.S. Department of Education, please contact: Office for Civil Rights, Kansas City Office, U.S. Department of Education at One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, Phone: (816) 268-0550, Fax: (816) 268-0559, Email: OCR.KansasCity@ed.gov.

CHAPTER 2 – Certification

All Substitute Teachers shall hold a valid Nebraska teaching certificate. Certification may be Local, Substitute, or Regular.

KPS requires that all Substitute Teachers provide Human Resources with their valid Nebraska Teaching certificate. The teaching certificate will be presented to the Superintendent of KPS to be signed and registered. A copy of the Teaching Certificate will be kept on file with the Human Resource Department during the term of the Substitute Teacher's employment. It is necessary that the certificate be registered and on file before substituting.

It is the substitute's responsibility to keep the certificate valid.

Although Substitute Teachers can substitute in all subjects, assignments will be made in the Substitute's endorsed area whenever possible.

CHAPTER 3 – Performance Expectations

Kearney Public Schools Substitute Teachers are expected to exhibit a high degree of instructional skill and classroom management ability. The following list of expectations is not meant to be inclusive but merely to outline expectations. Substitute Teachers shall perform such duties as assigned by the administrator.

Substitute Teachers should report to the building office at the beginning of the teaching day. You may be asked to correct daily papers, workbooks, and assume supervision responsibilities as assigned by the building principal. Please leave the room in order and provide the teacher with a note highlighting the day's events. If you have any questions on procedures please contact the building principal.

1. Check in (beginning of your sub time) and out (end of your sub time) of the office with the secretary and by signing in and out of the Time Clock.
2. Substitute jobs are generally scheduled in the Frontline Absence Management /Substitute Placement system from 7:45 am – 3:45 pm. However, substitutes are expected to arrive early to review lesson plans, etc. when the substitute job has been scheduled in advance. It is acceptable for the substitute to leave at 3:45 pm if his/her work is completed for the substitute assignment.

<u>Report Times</u>	<u>Substitute Report Times</u>
Kearney High School	7:40 am to 3:45 pm
Elementary/Middle Schools	7:40 am to 3:45 pm
Preschool	8:00 am to 3:45 pm

If the teacher's plan time is at the beginning or end of the day substitutes are still expected to be at the school during that time, in case additional coverage is needed in another classroom.

3. Supervise students during class time as well as transitional times. Check with fellow teachers for directions on how to transition students from their room to other classes or activities. Providing adequate supervision is a serious responsibility. This responsibility extends throughout the dismissal time.
4. Follow prescribed lesson plans. If you have completed your work and it is not yet 3:45 pm, check with your fellow teachers and offer to assist.
5. Please leave a note for the teacher highlighting the day's events. You may email this information to the teacher if you prefer.
6. Please be reminded that computers are for instructional purposes only. Personal communications, on-line personal browsing, personal shopping, selling, or trying to access inappropriate sites is strictly prohibited.
7. Do not use cell phones in the classroom or hallways. Cell phone use is to be limited to planning time and lunch time.
8. Substitute teachers are expected to be reliable employees. Reliability is exhibited by following through when a job is accepted and not cancelling at the last minute.
9. To maintain active status, accept one (1) job every thirty (30) days.

While we try to make our handbook and the list of expectations as complete as possible not every instance can be described. In summary, it is expected that Substitute Teachers will model professional behavior.

CHAPTER 4 – Wages and Information

Substitute Pay Rates

Rates effective August 6, 2025

Rates per Full Day

- \$149 Local Certificate
- \$155 Entry Level
- \$160 Entry Level plus 100 Certified Sub Days worked in Kearney Public Schools
- \$175 Retired Teacher Level – 25 years or more teaching experience to be verified (If not KPS retired employee, it is the responsibility of the substitute to provide proof of years of service.)
- \$180 Retired Teacher Level plus 100 Certified Sub Days worked in Kearney Public Schools
- \$211 Distinguished Level – 100 Sub Days previous school year with 75% of the days subbing for Certified staff.

Certified Substitute will qualify for the Distinguished pay level after subbing at least 100 days (75% Certified Teaching) in one (1) school year. The pay will go into effect for the next school year after subbing 100 or 100- plus days for KPS. To maintain this rate, the substitute must maintain 100 or 100-plus substitute days the following school year (75% subbing for a Certified Teacher each year for KPS).

Teacher Extended Leave 10 or More Consecutive Days – Certified Substitute Positions - \$28 will be added to the Distinguished Level and \$32 will be added to all other levels.

*When there is a shortage for Certified Substitutes and a Certified Substitute is scheduled for a Para/Sped Para, the Certified Substitute will be moved to the Certified position. **Failure to move to the new assignment will result in the Certified Substitutes pay being reduce to Classified Substitute hourly pay.**

Incentive Goal

Kearney Public Schools has a 75% incentive goal each pay period. This will give substitutes the opportunity to earn an additional \$150 per pay period September through April and an additional \$200 per pay period May and June or an additional \$1,600 for the school year.

If you substitute 75% of the days in a pay period you will receive an incentive stipend of \$150. Also, in our busiest sub pay periods of April (4.6 to 5.5) and May (5.6 to 6.5), the incentive will be \$200.

An additional year-end bonus of \$1,000 will be awarded for subbing over 100 days for the school year (75 days must be Certified sub days).

<u>Pay Period</u>	<u>Possible Days</u>	<u>75% Days</u>	<u>Pay Period</u>	<u>Possible Days</u>	<u>75% Days</u>
SEPT - 8.6-9.5	16	12	FEB - 1.6-2.5	23	17.25
OCT - 9.6-10.5	17	12.75	MAR - 2.6-3.5	17	12.75
NOV - 10.6-11.5	22	16.5	APR - 3.6-4.5	14	10.5
DEC - 11.6-12.5	19	14.25	MAY - 4.6-5.5	21	15.75
JAN - 12.6-1.5	9.75	7.25	JUNE - 5.6-6.5	11.75	8.75

Substitute Day Information

Time will be rounded to the nearest quarter of an hour:

- 1.5 - 2.25 hours = .25 day's salary
- 2.5 - 4.5 hours = half day's salary
- 4.75 - 6 hours = .75 day's salary
- 6.25 - 8 hours = full day's salary

When a job is accepted on short notice and it is past the start time, it is understood that the substitute teacher will only be paid for the time worked. The substitute cannot be paid a full day when only a three-fourths day is worked, nor can the substitute be paid three-fourths of a day when only a half day is worked.

Guidelines for Covering an Additional Assignment

On occasion it may become necessary for the principal to adjust the substitute teacher assignments. This may include covering a classroom during the planning time of the original assignment. KPS greatly appreciates your flexibility in these situations. Additional Assignments will be recorded in the building's Substitute Extra Period or Extra Block Log.

Elementary	1 Hour	\$31.62
Middle School	1 Period (48 minutes)	\$24.77
High School	1 Block (83 minutes)	\$43.75

1. High School substitutes are expected to be on duty from 7:40 a.m. to 3:45 p.m.
2. If a High School substitute takes another period or block and RETURNS to their original assignment, they will be paid the additional amount. If the substitute is completely reassigned and they do not return to the original assignment, they will not be paid the additional monies. They would be paid the daily rate.

Pay Period

The pay period will run from the 6th of the month to the 5th of the following month with payment on 20th of the month (example: sub time for Sept. 6 - Oct 5 will be paid Oct. 20th). The board shall establish the compensation of the employees, and shall pay such compensation monthly on or before the (20th) of the month. If the 20th falls on a weekend, payment will occur on the Friday prior to the 20th.

At Kearney Public Schools, it is mandatory that paychecks be automatically deposited. Pay stubs are available on ivisions; see page 18 for directions on how to electronically access your pay stub. If you have questions regarding your paycheck, contact the Human Resources at 698-8013.

Please contact the Human Resource Department immediately with any change of address information.

Deductions

Deductions for community charitable organizations that qualify as tax-exempt under Section 501© (3) of the Internal Revenue Code will be allowed with specific board approval. Deductions required to be made by law will be made without the need for specific approval of the Board of Education. Court-ordered garnishments must be honored as required by law.

Section: TAX SHELTERED ANNUITIES

Kearney Public Schools offers employees the opportunity to contribute to a tax-sheltered annuity through the KPS 403(b) and 457(b) Plan. In response to the regulations governing the administrations of 403(b) and 457 (b) plans, the District has selected 403(b) and 457 (b) Plan Solutions offered by TSA Consulting Group (TSAG) to provide common remitting and Plan compliance services for our plan.

Employees who would like to start or stop a contribution should visit the website below.

The website for the 403(b) information: <https://www.tsacg.com/>

- Select Plan Sponsor Pages
- Select State (Nebraska)
- Select Kearney Public Schools

All forms and the handbook are available at this website. Please visit the Human Resources Department for any additional information or assistance.

Below is a list of approved providers. This list is effective as of August 1, 2019.

Ameriprise Financial
AXA Equitable Life Insurance Company
AXA Equitable Life Insurance Company – Roth
Horace Mann Insurance Company
Horace Mann Insurance Company – Roth
Modern Woodmen of America
Invesco Oppenheimer Funds
Invesco Oppenheimer Funds – Roth
Security Benefit Group – 403(b)
Security Benefit Group – 403(b) Roth
Security Benefit Group – 457(b)
Thrivent Financial
Vanguard Investments
Vanguard Investments – Roth
Waddell & Reed, Inc.
Waddell & Reed, Inc. – Roth

Substitute Teachers participating in the 403(b)/457(b) Program may elect a percentage of their income rather than a flat dollar amount. Monthly salary amounts will vary and a percentage approach would provide the needed flexibility to accommodate the deferral.

Section: WORKER'S COMPENSATION

All KPS employees of the school district are covered by Worker's Compensation Insurance. To be eligible for Worker's Compensation, the injury to an employee must arise from and in the course of employment with KPS. Employees injured during the course of employment are required to report ALL accidents or injuries to their supervisor immediately. An Incident Report must be completed and forwarded to the Human Resource Department. Failure on the part of the employee to report an injury within twenty-four (24) hours may prejudice and defeat a claim for compensation. Employees who see a medical care provider following an injury at work are reminded to inform the provider that the injury was received at work.

Section: SHORT AND LONG TERM SUBSTITUTING

Short Term Substitutes 1 to 60 days

Short-term Substitute Teachers may be employed to cover staff absences ranging from 1 day to 60 days.

As short-term substitute positions become available, the teacher and principal will notify Human Resources of their selection. The principal will make the final decision of who will be the short-term substitute. The Human Resource Department will then contact the short-term substitute.

Long-Term Substitutes 61 or More days in the Same Position

Long-term substitute positions are created to cover Certified Teacher absences of sixty-one (61) days or more. Substitute teachers who are interested in long-term assignments complete the established Kearney Public Schools employment application process. The long-term substitute teacher is selected by the building principal. The long-term substitute will be issued a letter of employment stating the dates of required service. If at the conclusion of the long-term substitute year, the substitute is hired by the district as a regular certified staff member, the long-term substitute will be given credit on the salary schedule for the long-term substitute experience if they have served at least 50% (92.5 days) of the school year in the long-term substitute position. The time of service will not count for the purpose of service credit for the Nebraska Retirement System.

Tenure

The State of Nebraska School Law 79-824 to 79-842 R.R.S. states that “a certified employee who has been hired to fill the duties of another certified employee who is on a leave of absence shall not acquire rights under 79-824 to 79-842 during the period that the employee is fulfilling such duties.” This indicates that substitute teaching does not earn the employee credit toward permanent employment status.

Salary

Short-Term Substitutes - The salary for short-term Substitute Teachers shall be at a daily rate established by the Board of Education. (Rates listed on page 11)

Long-Term Substitutes - The salary for long-term Substitute Teachers substituting for a Certified staff member shall be at his or her degree and step indicated by their college transcript and experience up to Step 8. The long-term Substitute Teacher substituting for a Certified Teacher will be placed on the current salary schedule.

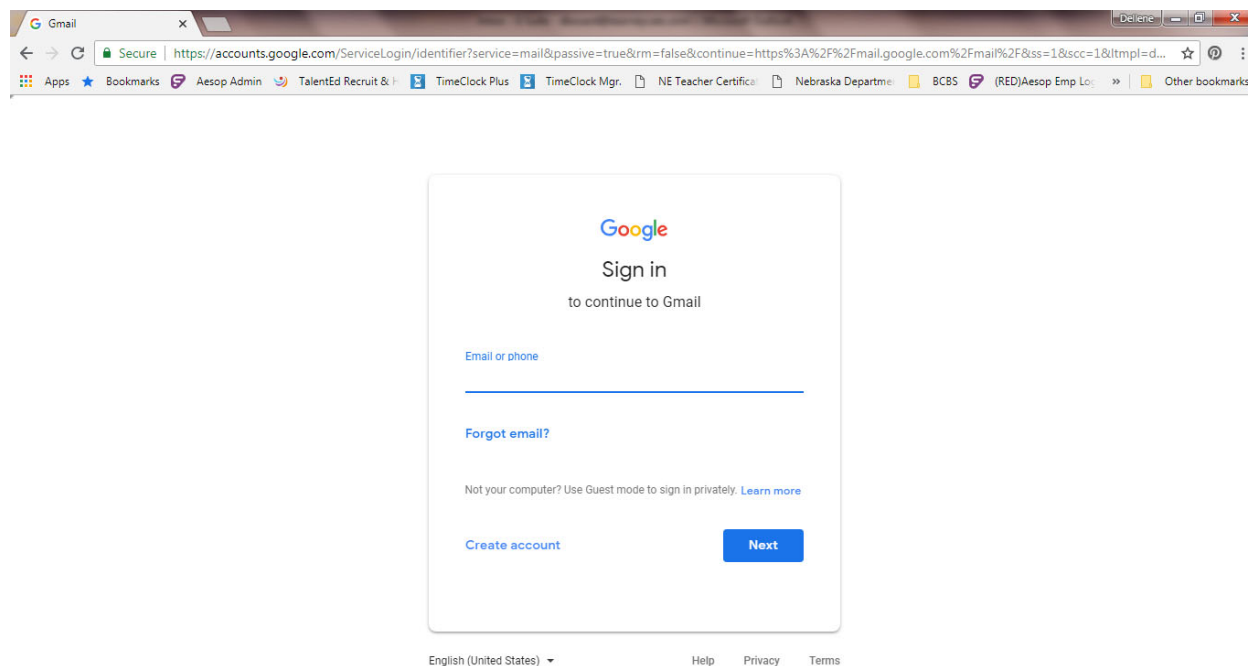
CHAPTER 5 – Electronic Systems

kearneycats Email login

Open Browser (Chrome, Firefox, Safari, etc.)

Go to KPS Homepage (www.kearneypublicschools.org) Click on Staff →KearneyCats Email

Your email address is the first three (3) letters of your first name and all of your last name @kearneycats.com and your Password your district password.



Absence Management/Substitute Placement System

Tools of the Absence Management/Substitute Placement System are the Absence Management/Substitute Placement System phone system and Absence Management/Substitute Placement System online. All data becomes instantly available, whether it is entered through Absence Management/Substitute Placement System online or by telephone. The online system allows access to the Absence Management/Substitute Placement System from any computer or smart phone.

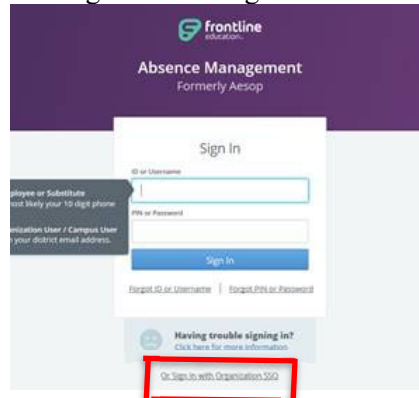
Using Absence Management /Substitute Placement System Online, Substitutes can quickly accomplish routine tasks such as checking Available Jobs and reviewing Current Jobs.

System Access

1. Open a browser window, go to Gmail and log into your kearneycats.com email (do not close)
2. Open an additional browser window and open Absence Management/Substitute Placement System Online, click on “Or Sign In with Organization SSO and then enter your KPS Email - (kearneycats.com) in the organization email field and your District Password (password for email, time clock, ivisions) in the password field.

Absence Management/Substitute Placement System Online: <https://login.frontlineeducation.com/sso/kearney> in your Internet Browser address line. Or link to Absence Management/Substitute Placement System Online on the Kearney Public Schools website (www.kearneypublicschools.org) by clicking on “Staff” and then “Absence Management/Substitute Placement System”.

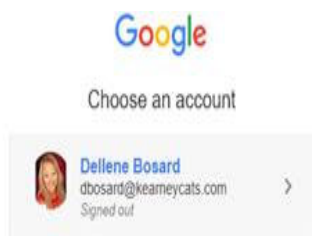
If you are on this page, click “Or Sign In with Organization SSO”



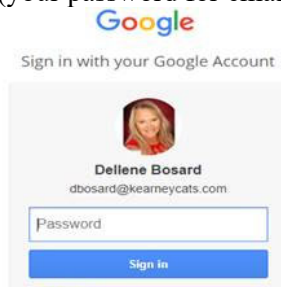
This will take you to this page
Type in KPS email & click Look up organization sign in page



You will then see this page (with your email address)



Enter your district password (your password for email, time clock, & ivisions)



System Access Continued

Tip: Bookmark the KPS Staff Links page – this will then allow you to click that bookmark, then click Absence Management/Substitute Placement System, it should then go to the Google Choose an account page, once you click the arrow (>) it will log you into the Absence Management/Substitute Placement System.

When using the phone system your ID is your phone number and you will use your employee number as your PIN.

Absence Management/Substitute Placement System Facts

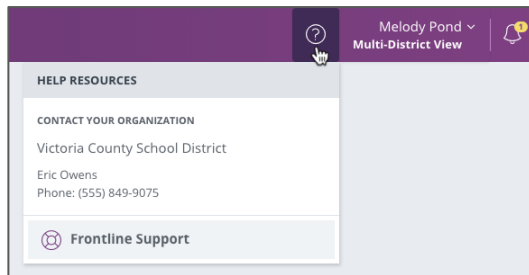
1. Absence Management/Substitute Placement System is an automated absence reporting and calling system.
2. Absence Management/Substitute Placement System is available on the web through Absence Management/Substitute Placement System Online.
3. The Absence Management/Substitute Placement System/Absence Management/Substitute Placement System Online is available 24 hours a day.
4. Absence Management/Substitute Placement System phone number is **1-800-942-3767**. The Human Resources number is 698-8013.

When Absence Management/Substitute Placement System Calls You

1. The daily call out time is **5:45 a.m. to 1:00 p.m.** for jobs for that day only.
2. **If you receive a call during the daytime hours it is for a job for that day.**
3. The evening call out period is **5:00 p.m. to 10:15 p.m.** for future jobs.
4. The system only calls out for jobs within 48 hours of the start of the job.
5. When accepting the job, you must get the job number before hanging up. This will ensure that you are the person who accepted the job.
6. The Absence Management/Substitute Placement System will also notify you if a job has been canceled.
7. **If the start time of the job has passed or you cannot make it by the start time, you can still accept the job.**

Absence Management/Substitute Placement System Frequently Asked Questions:

- Q: Can an Employee “request” me for his/her absence?
A: Not exactly. Each teacher has a preference list and when they enter an absence, any substitute on the preference list may accept the job.
- Q: A teacher told me they entered a job, why can’t I see it?
A: The absence may require one or more levels of approval and/or you need to be on the teacher’s preference list.
- Q: A teacher told me they entered a job, why didn’t I get it?
A: Possible reasons:
Your building and availability preferences
Multiple subs on the teacher’s preference list
Endorsement requirements for the position
And/or the absence is waiting for approval
- Q: Can I log on or call the system to “shop” for jobs?
A: Absence Management/Substitute Placement System relies on substitutes logging on to shop/look for substitute jobs. It only calls out for a job when it is two (2) days or less before the start of the job.
- Q: If I reject or cancel jobs, will I be automatically removed from the substitute list?
A: You will not be automatically removed for rejecting or canceling jobs. However, you must accept one job every thirty (30) school days to maintain your active status. Also, please remember Substitutes must maintain the expectation of reliability.
- Q: Can I cancel a previously accepted job in the event of an emergency?
A: If you must cancel, the deadline is a minimum of 1 HOUR before the start of the job. If it is less than an hour before the job you will be instructed to call the Human Resource Office at 698-8013.



GETTING HELP AND TRAINING

If you have questions, want to learn more about a certain feature, or want more information about a specific topic, click **Help Resources** and select **Frontline Support**. This opens a knowledge base of help and training materials.

ACCESSING ABSENCE MANAGEMENT ON THE PHONE

In addition to web-based, system accessibility, you can also find and accept available jobs, manage personal information, change your PIN number, and more, all on the phone.

When You Call into Absence Management

To call, dial **1-800-942-3767**. You'll be prompted to enter your ID number (followed by the # sign), then your PIN number (followed by the # sign).

When calling the Absence Management system, you can:

- Find available jobs – **Press 1**
- Review or cancel upcoming jobs – **Press 2**
- Review or cancel a specific job – **Press 3**
- Review or change your personal information – **Press 4**

When the Absence Management System Calls You

If an available job has not been filled by another substitute two days before the absence is scheduled to start, the system will automatically begin to call substitutes and try to fill the job.

Keep in mind, when the system calls you, it will call about one job at a time, even if you're eligible for other jobs. You can always call in (see "When You Call into Absence Management" section above) to hear a list of all available jobs.

Note: When the system calls, be sure to say a loud and clear "Hello" after answering the call. This will ensure that the system knows you picked up the call.

When you receive a call, you can:

- Listen to available jobs – **Press 1**
- Prevent Absence Management from calling again today – **Press 2**
- Prevent Absence Management from ever calling again – **Press 9**

If you are interested in the available job, **Press 1**. You will be asked to enter your PIN number (followed by the # sign). The Absence Management system will list the job details, and you will have the opportunity to accept or reject the job.





WebClock Essentials



08/10/2017
8:31:05 AM

Select Company: Kearney Public Schools 1

External ID:

CLOCK IN **CLOCK OUT**

LOG ON TO DASHBOARD

Performing Quick Clock Operations

1. Navigate to **WebClock** (<https://kps-time.kearneypublic.org/app/webclock/#/EmployeeLogOn>).
2. Enter in your employee **ID**, then select either **Clock IN** or **Clock OUT**.
3. Enter your password
4. Follow all on-screen instructions until you receive a **Clock operation successful** message.

Logging into WebClock

1. Navigate to **WebClock** (<https://kps-time.kearneypublic.org/app/webclock/#/EmployeeLogOn>).
2. Enter in your employee **ID**, then click on **Log On To Dashboard**.
3. Enter your password.

WebClock Essentials

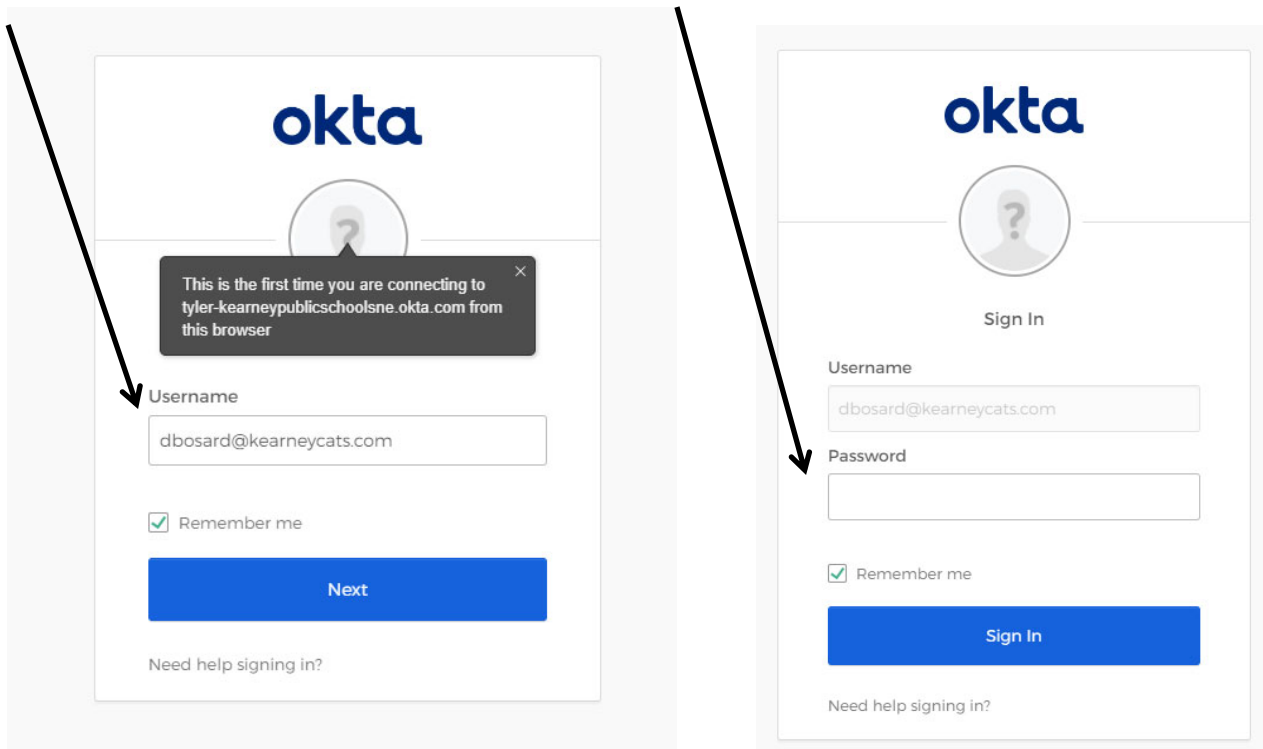
© **Data Management, Inc. All Rights Reserved.** This document is confidential and shall not be duplicated, published or disclosed, in whole or in part, without prior written permission of Data Management, Inc. This documentation is subject to change without notice.

Pay Advice/Pay Stub

Open Browser (Chrome, Firefox, Safari, etc.)

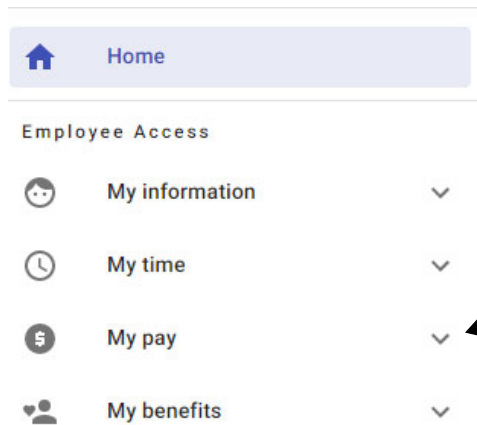
Go to KPS Homepage (www.kearneypublicschools.org) Click on KPS Staff Links → iVisions

Login – your Username is your KPS email address. Your Password is your district password for your email, time clock, etc.



To see your pay advice/copy of pay stub: Click My Pay – Employee Pay

By default the most current pay advice/pay stub is displayed. From the Paycheck drop down, you may select other pay periods.



CHAPTER 6 – Employee Expectations

Section	“AT WILL” EMPLOYEES
Section	CONDUCT
Section	EMPLOYEE BEHAVIOR AS A MODEL TO STUDENTS
Section	PROFESSIONAL BOUNDARIES BETWEEN EMPLOYEES AND STUDENTS
Section	REPORTING OF CHILD ABUSE/NEGLECT
Section	NOTIFICATION OF ARREST, CRIMINAL CHARGES, AND CERTIFICATE, LICENSE OR CHILD ABUSE COMPLAINTS
Section	PERSONAL APPEARANCE OF EMPLOYEES
Section	EMPLOYEES WITH TATTOOS AND/OR BODY PIERCINGS
Section	EMPLOYEE ID BADGES
Section	DISCIPLINARY PROCEDURES
Section	ATTENDANCE, PUNCTUALITY AND RELIABILITY
Section	PERSONAL CELL PHONE USAGE
Section	WORKPLACE THREATS & VIOLENCE
Section	ANTI-BULLYING
Section	DRUG FREE SCHOOLS, COMMUNITY & WORKPLACE
Section	TOBACCO-FREE ENVIRONMENT
Section	CONFLICT OF INTEREST
Section	SEARCH AND SEIZURE

Section: “AT WILL” EMPLOYEES

All substitute employees and substitute assignments shall be employed on an "at will" basis. Substitute employees shall have no property right in continued employment and need not be accorded a hearing or any other procedural or substantive due process, prior to termination of their employment.

Nothing in board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument or in the appraisal process or program for substitute employees shall be or is intended to create or be a contract or part of a contract with a substitute employee which shall in any way be construed to be contrary to the "at will" employment of substitute employees. No administrator or other employee of the school district has any authority to enter into any agreement of employment with a substitute employee for any specific period of time or to make any agreement contrary to an at-will employment relationship.

Section: CONDUCT

Employee Behavior

Certain common courtesies, rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees. Unacceptable conduct which interferes with the working environment, is offensive to fellow employees, students, or the general public will not be tolerated.

Employees are expected at all times to conduct themselves in a positive manner in order to promote the best interests of the district. Appropriate employee conduct includes:

1. Treating all visitors and co-workers in a courteous manner.
2. Refraining from behavior or conduct that is offensive or undesirable.
3. Reporting to administration suspicious, unethical, or illegal conduct.
4. Reporting to administration any threatening or potentially violent behavior by co-workers.
5. Complying with all district safety and security policies and procedures.
6. Wearing clothing appropriate for the work being performed.

7. Performing assigned tasks efficiently and in accord with established quality standards.
8. Reporting to work punctually as scheduled and being at the proper work station, ready for work, at the assigned start time and throughout the work day.
9. Giving proper advance notice whenever unable to work and reporting absence according to established procedures.
10. Adhering to all district-wide and building policies and expectations.
11. Maintaining cleanliness and order in the workplace.

The following conduct is prohibited, and individuals engaged in it will be subject to discipline up to and including termination:

1. Engaging in or threatening acts of workplace violence including, but not limited to:
 - a. Possessing firearms or other weapons on district property.
 - b. Fighting or assaulting a co-worker, visitor, or student.
 - c. Threatening or intimidating a co-worker, visitor, or student.
 - d. Violent actions or physical aggression towards students or staff.
2. Engaging in any form of sexual or other harassment.
3. Reporting to work under the influence of alcohol, illegal drugs or narcotics, or using, selling, dispensing, or possession of alcohol, illegal drugs or narcotics on district property.
4. Disclosing confidential information.
5. Falsifying or altering any district record or report, such as an employment application, medical reports, time records, expense accounts, or absentee reports.
6. Stealing, destroying, defacing, or misusing district property or another employee or student's property.
7. Misusing district communications systems, including district mail, electronic mail, computers, Internet access and phones.
8. Refusing to follow administration's or management's instructions concerning a job-related matter, or being insubordinate.
9. Failing to wear assigned safety equipment or failing to abide by safety rules and policies.
10. Soliciting or distributing in violation of district policies.
11. Using tobacco on district property.
12. Using profanity or abusive language.
13. Creating an unpleasant work environment for coworkers.
14. Violating professional boundaries with students or coworkers.

These examples of impermissible behavior are not intended to be an all-inclusive list. At administration/management's discretion, any violation of the district's policies or any conduct considered inappropriate or unsatisfactory may subject the employee to disciplinary action.

Section: EMPLOYEE BEHAVIOR AS A MODEL TO STUDENTS

Employees are expected to conduct themselves as good role models to students. Employees are instructed to avoid situations where an employee's behavior could be open to allegations, such as being alone with a student behind closed doors, in bathrooms or locker rooms or engaging with students through social media or texting or engaging with students in social setting in the presence of alcohol, or while under the influence of alcohol or reporting to work with the appearance or odor of alcohol, drugs or narcotics. Employees are advised and directed to conduct themselves above reproach when working with or around students. Employees are advised to conduct themselves as role models in the use of social media and cell phone use and when sharing photos of information and to be familiar with the professional boundaries policy for KPS.

Section: PROFESSIONAL BOUNDARIES BETWEEN EMPLOYEES AND STUDENTS (Board Policy 4035.2)

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Engaging in social-networking friendships with a student on any networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.
- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance - verbal, written, or physical - towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student or participating in grooming behaviors.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle
- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of family relationships between employees and their children who are students in the District.

Section: REPORTING OF CHILD ABUSE/NEGLECT (Board Policy 5402)

The District and its employees will follow applicable state laws and Board Policy 5402 in the reporting of suspected cases of abuse or neglect. All staff members in Kearney Public Schools District will adhere to the procedures as directed by the Board Child abuse and Neglect Policy and applicable laws of the State of Nebraska.

Any employee of Kearney Public Schools who suspects that a child's physical or mental health or welfare may be adversely affected by abuse, including sexual abuse, or neglect shall promptly report such cases to the appropriate law enforcement agency and the principal. The principal will ensure that the report has been made to the proper law enforcement agency or other agency as required by law. This requirement shall apply to all school employees, including coaches and volunteers participating in interstate amateur athletic competition. The term "promptly" means "within a 24-hour period".

All staff members in the Kearney Public School District will adhere to the following procedures as directed by the Board Child Abuse and Neglect Policy and applicable laws of the State of Nebraska.

- A. When an employee has reasonable cause to believe that a child has been subjected to abuse or neglect, that employee shall promptly report it to local law enforcement and the principal. The term "promptly" means "within a 24-hour period". The decision of whether to contact the local law enforcement or DHHS is dependent upon the severity and emergency nature of the suspected abuse/neglect. This information may be firsthand or hearsay. Local law enforcement or DHHS will contact the appropriate agency to complete the investigation. Abuse or neglect shall mean knowingly, intentionally, or negligently causing or permitting a minor child to be:
 1. Placed in a situation that endangers his or her life or physical or mental health;
 2. Cruelly confined or cruelly punished;
 3. Deprived of necessary food, clothing, shelter or care;
 4. Left unattended in a motor vehicle if such a minor is six years or younger;
 5. Sexually abused; or
 6. Sexually exploited by allowing, encouraging or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films or depictions.
- B. Employees of the Kearney Public Schools are to make a reasonable effort to inform their administrator that they intend to make a report to the agencies of suspected child abuse/neglect. In the event an administrator cannot be found, employees shall make a report to one of the agencies and immediately inform the administrator thereafter that a report to one of the agencies has been made. Administrative staff, counselor or social worker may sometimes choose to make the report with an employee. Informing an administrator does not end the employee's responsibility; employees are obligated to make certain a report was made to one of the agencies if they do not do it themselves. If the individual employee and the administrator disagree on the egregiousness of the purported abuse or neglect, it remains incumbent upon the employee to report the abuse or neglect to the proper law enforcement agency or the DHHS. If an employee encounters a situation where evidence could be destroyed, a child is in immediate danger or if a situation has the potential to escalate to the point the child could be harmed, the employee shall immediately contact one of the agencies and report the same to the administrator immediately after such a report is made.
- C. A written report, using district forms provided for this purpose, must be completed and kept on file at the building by the administrator. A copy of the written report shall be sent to the Superintendent.
- D. It is not the responsibility of the staff member or school district to investigate the incident. If the incident should result in court action, the employee should be prepared to testify as to his/her first-hand information regarding the suspected abuse or neglect. Anecdotal records can be very helpful in this situation. "First hand" information usually is what he/she observed or what the child said to him/her without any interpretation of what was said or seen. According to NEB. REV. STAT. § 28-716 the reporting person shall be immune from any civil or criminal liability, except maliciously false statements.
- E. When appropriate and needed, the school counselor or social worker may facilitate communication and services for students in the District.
- F. All board policies and state laws concerning confidentiality and privacy will be rigidly followed by all staff members.

- G. If an employee willfully neglects to report in the prescribed manner a suspected case of child abuse or neglect it may be as basis for discipline which could include termination or cancellation of employment relations with the School District.

Section: NOTIFICATION OF ARREST, CRIMINAL CHARGES, AND CERTIFICATE, LICENSE OR CHILD ABUSE COMPLAINTS (Board Policy 4032)

Employees must notify the Superintendent by the next working day after:

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
 - a. The maximum penalty for the crime equals or exceeds seven days of incarceration;
 - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
 - c. The crime related to misuse of drugs, alcohol or controlled substances; or
 - d. Conviction would impact performance of employee's job responsibilities, including offenses that:
 - i. Would constitute a violation of NDE Standards of Conduct and Ethics, Chapter 27 as adopted by Kearney Public Schools;
 - ii. Would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives our students, including on extracurricular activities; or
 - iii. Would impact the employee's Commercial Drivers' License if the employee's job requires that the employee have a CDL.
 - e. The crime relates to alleged violence, force, coercion, or sexual misconduct;
 - f. The arrest or the alleged criminal activity occurred while the employee was on duty, on school property or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.
 - g. Employees must also promptly report to the Superintendent whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense was not otherwise reportable.
2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Employees must give full disclosure of any investigation. Failure to notify as required under this policy may subject the employee to disciplinary action, up to and including the ending of employment.

Section: PERSONAL APPEARANCE OF EMPLOYEES

It is the expectation of the district that each employee's dress, grooming, and personal hygiene should be appropriate to the work setting and not detrimental to the education process. Dress, tattoos and/or body piercings should be in good taste and not cause a distraction in the workplace for other employees and students, and not promote drugs, alcohol, or violence. The appropriateness of employee dress and appearance is at the discretion of the direct supervisor or principal.

If public health and safety conditions warrant, the district may require that staff wear appropriate face coverings on school grounds, while in school vehicles, and at school events.

Section: EMPLOYEE ID BADGES

All KPS employees are required to wear KPS identification badges and/or a Centegix badge. These ID badges help ensure that only authorized personnel have access to district buildings. ID badges need to be worn during work hours. The Centegix badge needs to be worn above the waist. This can be worn with a lanyard or a retractable lanyard that is placed above waist high. The Centegix badge should not be placed next to keys or other devices. Visitors to buildings should be directed to the school office to obtain a visitor's badge. Having identified and authorized personnel in our buildings helps to protect staff and students. If an ID badge is damaged or lost, please contact your building or the Human Resources Department to obtain a replacement.

Section: DISCIPLINARY PROCEDURES

When it becomes necessary to discipline an employee for unacceptable performance or behavior, the KPS Discipline Policy is designed to do so in a fair and consistent manner

Section: ATTENDANCE, PUNCTUALITY AND RELIABILITY

It is the practice of the KPS school district to require employees to report for work punctually, and to work all scheduled hours. Excessive tardiness and poor attendance disrupt workflow and productivity, and will not be tolerated. Regular and dependable attendance is an essential function of each job.

Maintaining Active Status

In order for the KPS Substitute Teachers to be regarded as in "active" status it will be necessary to accept a job at least once every thirty (30) school days and at least 10 days per year.

If you are going to be away for an extended period of time, please inform the Human Resources Office at dbosard@kearneycats.com or 698-8013.

Reliability

Substitute Teachers are expected to be reliable employees who follow through on their commitment to be part of the KPS Substitute Staff. Reliability is defined as making a commitment to serve as a substitute teacher on a regular and ongoing basis. Factors which would indicate unreliability would be not accepting jobs often enough to maintain active status, accepting and then cancelling jobs at the last minute, frequently asking to be placed on the Sub List and then asking to be removed.

The process of preparing Sub employee files for active service and the orientation requires significant time and work. It is counterproductive when substitutes move frequently in and out of active service. It is understandable when compelling circumstances cause a substitute to ask to be removed from the list for a period of time. What is not acceptable is when this change in status is requested frequently and without substantial reasons. KPS reserves the right to determine the degree to which a substitute employee has established a record of reliability.

Failure to Report for an Assigned Job

"No Show" Procedure: It is essential that Substitutes report for the jobs they have accepted. The following procedure will be used to deal with a failure to report for an assigned job and failure to notify the Human Resources office.

1. First "No Show" incident will result in a call to the Substitute Teacher to determine cause for not reporting for assigned work. If warranted, an Employee Discipline Form will be completed and a conference held with the employee.
2. Second "No Show" incident will result in a letter being sent to the Substitute to inform them they will be removed from the KPS substitute list until the end of the current school year.

Incident Weather

The safety of the students and staff is very important to KPS. The notification of school closing due to weather is done by radio and TV broadcast, as well as the district calling system.

The Superintendent, or his/her designee, will decide if school is open or closed for the day. When the decision is made to close school, the district's calling system will be utilized. The call will go to your phone number and one other alternate phone number that you select. Phone numbers must be updated with the Human Resources department. If you believe school may be closed due to the weather but have not received a call, please tune into your local radio or television station for announcements.

Request to Remove a Substitute From the Building or Team Substitute List

A Principal may determine that a particular Substitute teacher is not working well for their building. A request may be made that the Substitute teacher not be allowed to accept substitute jobs for that building or team. To notify the Substitute teacher of this decision, the form entitled "Administrator Request to Remove a Substitute From the Building or Team Substitute List" must be completed, and a conference held with the Substitute teacher. During the conference, the building principal will have the opportunity to discuss the issues with the Substitute teacher. The required form will provide documentation of the decision. *(See form included in the Appendix.)*

Section: PERSONAL CELL PHONE USAGE

The employees of Kearney Public Schools are expected to manage their personal cell phone use in the workplace so that the phone is not a source of distraction and a cause to be off-task in their work responsibilities. The on-duty employee is expected to be working and not using work time to make or take calls, read text or take pictures. Supervisors have the responsibility to monitor employee cell phone use and to take disciplinary action should the employee exhibit excessive use which interferes with their work responsibilities. Employees are required to restrict personal calls during work time and are directed to use personal cell phones only during scheduled breaks or lunch periods. Employees are expected to inform family members of the restrictions on cell phone use so the employee is not interrupted at work. The district is not liable for the loss of personal cell phones brought into the workplace.

Section: WORKPLACE THREATS & VIOLENCE (Board Policy 4052)

Nothing is more important to Kearney Public Schools than the safety and security of its employees. Threats, threatening behavior or acts of violence against employees, visitors, guests or other individuals by anyone on Kearney Public Schools property will not be tolerated. Violations of this policy will lead to disciplinary action, which may include dismissal, arrest and prosecution.

Any person who makes substantial threats, exhibits threatening behavior or engages in violent acts on Kearney Public Schools property shall be removed from the premises as quickly as safety permits and shall remain off Kearney Public Schools premises, pending the outcome of the investigation. Kearney Public Schools will initiate an appropriate response. This response may include, but is not limited to suspension and/or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

No existing Kearney Public Schools policy, practice or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from occurring.

All Kearney Public Schools personnel are responsible for reporting to the administration any threats, which they have witnessed, received, or have been told that another person has witnessed, which they regard as threatening or violent, when that behavior is job related or might be carried out on a district controlled site, or is connected to district employment.

Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior. If the administration is not available, personnel should report the threat to their supervisor.

Notice of Protection Orders

All individuals who apply for or obtain a protective or restraining order which lists district locations as being protected areas, must provide to the administration with a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent.

Kearney Public Schools understands the sensitivity of the information requested and has developed confidentiality procedures, which recognize and respect the privacy of the reporting employee(s).

Section: ANTI-BULLYING (Board Policy 4036)

One of the missions and obligations of the school district is to provide a physically safe and emotionally secure environment for all students and staff. Positive behaviors (non-violence, cooperation, teamwork, understanding, and acceptance of others) are to be encouraged in the educational program and are required of all staff. Inappropriate behaviors (bullying, intimidation, and harassment) will not be tolerated, and students and staff are required to avoid such behaviors. Strategies and practices are to be implemented to reinforce positive behaviors and to discourage and protect others from inappropriate behaviors. Bullying is defined as an ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by the school being used for a school purpose by a school employee or designee, or at school-sponsored activities or school-sponsored athletic events.

Section: DRUG FREE SCHOOLS, COMMUNITY & WORKPLACE (Board Policy 4030)

It is the policy of the Kearney Public School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the use of drugs, alcohol and illegal substances. The District will implement regulations and practices which will insure compliance with laws related to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

The rules of conduct for employees at this school district are as follows:

1. The manufacture, sale, distribution, possession, being under the influence (which means that a chemical has been consumed in an amount sufficient to have a detectable amount of the substance in his/her system) or use of illicit drugs or alcohol on school premises or as a part of any of the school's activities is prohibited.
2. The possession or distribution of a look alike drug or alike controlled substance is prohibited.
3. The unlawful manufacture, sale, distribution, possession, being under the influence or unlawful use of illicit drugs or unlawful use of alcohol outside of the workplace shall be deemed unprofessional conduct and conduct which substantially interferes with the continued performance of duties.

Definitions

1. The term “illicit drugs” or “alcohol” shall mean, but not be limited to the meaning of such terms as declared by the State of Nebraska or any other applicable law, or as the meaning of such terms are interpreted by the school district.
2. The term “school premises” shall mean any property, whether owned, leased, or in any other manner under the control of the Board of Education of the school district, or as the meaning of such term is interpreted by the school district.
3. The phrase “as a part of any of the school’s activities” shall mean any activity or enterprise carried out in whole or in part under the auspices of the district, or as the meaning of such phrase is interpreted by the school district.
4. The term “outside of the workplace” shall mean at all times other than on “school premises” or “as a part of the school activities”.
5. “Under the influence” means that a chemical has been consumed in an amount sufficient to have a detectible amount of the substance in his/her system.
6. For purpose of this policy and related regulations, “chemicals” (drugs) are defined as any substance that has a profound and rapid mood-altering or intoxicating effect on the central nervous system and includes those chemicals that are illegal as defined by state and federal laws, legal for adults but statutorily prohibited for those under the age of 21 (such as alcohol) or legal by physician’s prescription only, but obtained and/or used in non-prescribed ways.

Procedures

1. All current employees and each new employee is charged with notice of all school policies and will receive and be charged with notice of this policy.
2. Each employee will sign a form acknowledging receipt of this policy and its prohibitions and acknowledging (a) that serious sanctions can and will be taken against an employee, including ending of employment and also referral for prosecution for any failure to comply; (b) that compliance is mandatory; (c) that this policy is adopted pursuant to applicable statutes and laws; and (d) that the failure of the school district to comply with any such federal requirements may put the school district’s receipt of federal funds in jeopardy. Acceptance or continuation of employment with the school district shall also constitute notice, receipt, and acknowledgment of the prohibitions set forth in this policy.
3. In the event the employee does not understand the requirements of this policy, it shall be the duty of the employee to ask for interpretation or clarification from the Superintendent or the designee. It is presumed that the employee understands and will abide by this policy and its interpretations if no questions are asked.
4. In the event of any non-compliance by any employee with this policy, the employee may be disciplined, which may include ending employment. In addition, the Superintendent or the designee may make available to any employee not in compliance information about any drug and alcohol counseling, rehabilitation, re-entry, or treatment services or programs that are available to employees within fifty (50) miles of the administrative offices of the district. If no such services or programs are available within fifty (50) miles, then such services or programs as may exist in the state shall be made known to such employee. The Superintendent or the designee shall maintain a list of such available services or programs and shall from time to time update such list. The cost for any such services or programs shall be the financial responsibility of the employee, whether mandated by the school district or not.
5. Disciplinary sanctions which may be taken against an employee for any non-compliance with this policy include, but are not limited to, one or more of the following: (Not listed in order of importance. Any non-compliance could result in ending employment.)
 - a. An oral reprimand
 - b. A written reprimand

- c. Suspension with pay
 - d. Suspension without pay
 - e. Termination of employment
 - f. Cancellation of employment
 - g. Non-renewal of employment
 - h. Referral to appropriate authorities for criminal prosecution
 - i. Voluntary or mandatory enrollment in in-patient care, training, or other programs or services relating to drug or alcohol use or abuse as a term and condition to any continuing employment by the district at the employee's cost.
6. Any disciplinary action, sought to be imposed by the Superintendent or the designee shall be carried out in accordance with policy and the law.
 7. As an alternative to discipline or as a concurrent requirement with discipline, the Superintendent or the designee may require the employee to successfully finish a drug or alcohol abuse service or program at the employee's cost. As used herein, the term "drug or alcohol abuse service or program" shall mean a drug or alcohol abuse service or program sponsored by an approved private or governmental institution. The Superintendent or the designee may require at any time the employee to provide documentation satisfactory to the Superintendent or the designee that the employee is enrolled, is appropriately pursuing, or has successfully completed the service or program. If aftercare is recommended by such institution, the Superintendent or the designee may require acceptable participation in the aftercare service or program at the employee's cost. Ongoing reporting of participation in any such service or program is a term and condition of continuing employment.
 8. Any employee of this school district who has been charged or convicted of any violation of law involving illicit drugs or alcohol, must immediately (within 24 hours) report such charge or conviction to the Superintendent or the designee. Failure to report may result in any disciplinary action as set forth in paragraph 5.

Section: TOBACCO-FREE ENVIRONMENT (Board Policy 4031)

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), electronic nicotine delivery systems, 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.

All rules and regulations which deny student use of tobacco, both inside buildings and on school grounds, remain in force. Appropriate signs will be placed at the entrances of buildings and other appropriate locations, advising all persons that our buildings and grounds are a tobacco-free environment.

Employees and visitors are expected to honor the tobacco-free environment policy. The school district will provide information to employees concerning tobacco use cessation programs. All employees are responsible for monitoring compliance with the tobacco-free policy. This does not preclude adults from wearing non-visible nicotine patches or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Section: CONFLICT OF INTEREST (Board Policy 4033)

Schools must at all times guard against any appearance of impropriety while carrying out their responsibilities. It is therefore essential, and the policy of this school district, that all employees of the Kearney Public Schools avoid any situation or endeavor which could or does interfere with, or which creates a conflict of interest, or the appearance of a conflict of interest in terms of fiscal or other responsibilities of employees, except as specifically authorized.

Any KPS employee who questions whether or not any conduct or activity creates a conflict of interest or violation of this policy, should direct any inquiry to the Superintendent, or his/her designee, for an official determination.

Section: SEARCH AND SEIZURE (Board Policy 4035.3)

School officials may search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file.

Searches of the District's computer system may be conducted at the discretion of the administration at any time.

When it is determined based on searches that a person violated a Board policy, administrative rule, building rule, personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement.

Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as practicable.

The District is not responsible for the security or safety of personal property which employees, students, or other building users may bring to school.

CHAPTER 7 – Complaint Procedure

Introduction

It is the belief and practice of KPS that substitute employees should have the opportunity to present their work-related complaints for discussion and resolution. This process of resolving complaints can be completed in an Informal or Formal process.

Informal Process

For routine complaints, using the Informal Process for resolution can be effective. In the Informal Process, employees are encouraged to discuss the problem with their supervisor. If the problem involves the supervisor, the employee should seek out the assistance of the department head. If the problem involves the department head, the employee should talk to the person at the next level of supervision. While it is important and necessary to proceed through the organizational structure, employees are always welcome to access the person whom they feel would be most effective in addressing their complaint. The Informal Approach is designed to resolve problems through discussion. In the informal process, the employee has the opportunity to make supervisors aware of the problem, give background information and discuss possible resolutions. It is in this informal discussion, that various points of view can be discussed and possible remedies identified.

Formal Complaint

Sometimes complaints are too serious or complicated to be resolved by the informal process. Complaints of this type require the Formal Complaint Procedure for resolution.

Examples of appropriate complaints for the Formal Complaint Procedure include:

1. A belief that district policies, practices, rules, regulations or procedures have been applied inconsistently to an employee.
2. Treatment considered unfair by an employee, such as coercion, reprisal, harassment (including sexual harassment) or intimidation.
3. Alleged discrimination because of race, color, sex, age, religion, national origin, marital status, disability or other protected conditions.
4. Improper or unfair administration of employee benefits or conditions of employment.

Employees should notify the district in a timely fashion of any complaint considered appropriate for handling under the Formal Complaint Procedure

The Formal Complaint Procedure is the exclusive remedy for classified employees with appropriate complaints. As used in this procedure, the terms, "timely fashion," "reasonable time," and "promptly" generally will mean five (5) working days.

Formal Complaint Procedure

Employees who feel they have an appropriate complaint that needs to be addressed by the Formal Complaint Procedure should proceed as follows:

1. Promptly bring the complaint to the attention of the immediate supervisor. If the complaint involves the supervisor, then the employee may proceed directly to the department head. If the problem involves the department head, the employee should move the matter to the Director of Human Resources. The complainant will complete a written Formal Complaint Form. The complainant will present the form to the supervisor, department head, or the Director of Human Resources.
2. The supervisor, department head or Director of Human Resources will investigate the complaint using the established investigatory procedures to determine the facts.
3. When investigation is complete, a decision will be made by the supervisor, department head or Director of Human Resources regarding a proposed resolution. The supervisor, department head or

Director of Human Resources will meet with the complainant to review a written report of the complaint investigation and the proposed resolution.

4. The complainant upon hearing the report and the resolution can decide if they accept the report and resolution or would like to take their complaint to the next level of supervision.
5. If the complainant decides to proceed to the next level of supervision, they complete a second Formal Complaint Form that will include a description of the work that has been completed in attempting to reach a resolution. This report will be filed with the department head or the Human Resources Director.
6. When the next level of review is completed, the complainant is given a written report of the investigatory findings and a proposed resolution.
7. If the complainant is accepting of the proposed resolution that decision is recorded in writing with a copy to the complainant. If the complainant is not accepting of the decision, they may proceed to file an additional Formal Complaint describing the attempts at resolution thus far.
8. When this level of review is completed, the complainant is given a written report of the investigatory findings and a proposed resolution. If the complainant is accepting of the proposed resolution, the matter is considered settled. If the complainant is not accepting of the decision, they may proceed to file their complaint with the Superintendent, or his/her designee.
9. Upon receiving the complaint, the Superintendent, or his/her designee, will complete the necessary steps to review past attempts at resolution and conduct an investigation of the complaint. The Superintendent, or his/her designee, will make a decision and meet with the complainant to review the findings. The resolution decision will be communicated in writing to the complainant.

Procedural Considerations in the Complaint Resolution Process

1. Information concerning an employee complaint should be confidential. Supervisors, department heads, or other administrators who investigate a complaint may discuss it only with those individuals who have a need to know or who are needed to supply necessary background information or advice.
2. Time spent by employees in complaint discussions with management during their normal working hours will be considered hours worked for pay purposes.
3. Employees will not be penalized for proper use of the complaint resolution procedure. However, it is not considered proper use if an employee raises complaints in bad faith or solely for the purposes of delay or harassment or repeatedly raises frivolous complaints.
4. Implementation of the Complaint Resolution Procedure by an employee does not limit the right of the district to proceed with any disciplinary action that is not in retaliation for the use of the Complaint Resolution Procedure. In addition, employees and supervisors are prohibited from retaliation against an employee who properly uses the Complaint Resolution Procedure.
5. The district may, at its discretion, refuse to proceed with any complaint it determines is improper under this procedure or state and federal laws. Further, this procedure does not alter the employment-at-will relationship in any way. KPS reserves the right to alter the complaint resolution process whenever necessary.

CHAPTER 8 – Use of District Internet, Computer, Email and Social Media

Section	INTERNET SAFETY AND ACCEPTABLE USE POLICY
Section	E-MAIL/INTERNET ACCESS
Section	DISTRICT INTERNET WEB AND SOCIAL MEDIA

Section: INTERNET SAFETY AND ACCEPTABLE USE POLICY (Board Policy 4037)

Internet Safety Policy

It is the policy of Kearney Public Schools to comply with the Children’s Internet Protection Act (CIPA) and Children’s Online Privacy Protection Act (COPPA). With respect to the District’s computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called “hacking,” and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors’ access to materials (visual or non-visual) that are harmful to minors.

Staff members should adhere to all aspects of the KPS Internet Safety and Acceptable Use Policy as outlined in Board Policy 4037. Key elements of this policy include but are not limited to:

- Regulation of inappropriate materials on school devices including obscene materials, pornographic materials including pictures, images or visual depictions that are harmful to minors.
 - The school district will block websites to limit student and staff access to potentially dangerous sites, those that are susceptible to hacking or compromise internet safety and those that may expose students to inappropriate materials.
 - All District staff are responsible for supervision and monitoring online internet use of students.
 - Use of district technology should be limited to the purposes of advancing the District’s mission, educational purposes, and those activities that are integral to the education of students.
 - Unacceptable uses include but are not limited to:
 - Personal Gain: Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
 - Personal Matters: Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the School District that makes such use permissible under law.
 - Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question
 - Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users.
- Without limitation,
- Users shall not use another person’s name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
 - Users shall not erase, remake, or make unusable another person’s computer, information, files, programs or disks.

- Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 - Users shall not engage in “hacking” to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 - Users shall not copy, change, or transfer any software without permission from the network administrators.
 - Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer’s memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
 - Users shall not engage in any form of vandalism of the technology resources.
 - Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
- To access any material contrary to the Internet Safety Policy; or to create or generate any such material.
 - To engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
 - To engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
 - To engage in or promote violations of student conduct rules.
 - To engage in illegal activity, such as gambling.
 - In a manner contrary to copyright laws

“EMail”/Internet Access

The District offers staff and students of the Kearney Public Schools access to the district computer network, including electronic mail (“email”) and the Internet. To gain access to electronic mail (email) and the Internet, all staff must sign and return the “Staff Agreement” form to the central office. Likewise, to gain access to email and the Internet, all students attending the Kearney Public Schools, along with their parents/guardians, must sign a policy agreement form and return it to the school. Student access to email will be provided as relevant to educational endeavors. In the event that individual student accounts are provided for online communication, students will be asked to treat them as “work” addresses for coursework and personal communications should be sent to a separate account.

Access to email and the Internet will enable staff and students to explore thousands of libraries, databases, and bulletin boards, while exchanging messages with Internet users throughout the world. Students and parents should be warned that some material accessible by the Internet may contain items that are illegal, defamatory, inaccurate, or potentially offensive to some people. While our intent is to make Internet access available to further educational goals and objectives, students may find ways to access other materials as well. We believe that the benefits to students from access to the Internet, in the form of information resources and opportunities for collaboration, exceed any disadvantages. But ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their students should follow when using media and information resources. To that end, the Kearney Public Schools support and respect each family’s right to decide whether or not to apply for access.

Section Continued: E-MAIL/INTERNET ACCESS (Board Policy 4037)

E-Mail and Internet Rules:

1. General Rules

- a. The e-mail and Internet networks are provided to staff and students to conduct research and communicate with others. Access to network services is given to staff and students who have agreed to act in a responsible manner. Parental permission is required for student use. Access to e-mail and the Internet is a privilege, not a right.
- b. Individual users of the district computer networks are responsible for their behavior and communications over those networks. Users will comply with District standards and will honor the agreements they have signed. Beyond clarification of such standards, the district is not responsible for restricting, monitoring, or controlling the communications of individuals utilizing the network.
- c. Network storage areas and district-issued devices shall be treated like school lockers. Network administrators may review files and communications to maintain system integrity and insure that users are using the system responsibly. Users should not expect that files or any information stored or otherwise retained on district servers or in computers will be private.
- d. Users should not expect, and the District does not warrant, that files stored on district servers will always be private.
- e. The District will not be liable for purchases made by any user over the network. Users shall not make purchases of goods and/or services via the district's network that are related to outside employment or may result in profit for the user.

2. Policy for Acceptable Use of Computers and Networks

The following policy for acceptable use of computers and networks, including Internet, shall apply to all district administrators, faculty, staff and students. All technology equipment shall be used under the supervision of the site administrator.

- a. Users shall not erase, remake, or make unusable anyone else's computer, information, files, programs or disks. In addition to any other disciplinary action or legal action that may occur, any user violating this rule shall be liable for any and all damages for the replacement of any damage to the computer, information, files, programs or disks.
- b. Users shall not let other persons use their name, log-on, password, or files for any reason (except for authorized staff members).
- c. Users shall not use or try to discover another user's password.
- d. Users shall not use Kearney Public Schools computers or networks for non-instructional or non-administrative purposes (e.g., games or activities for personal profit).
- e. Users shall not use the computer for unlawful purposes, such as illegal copying or installation of unauthorized software.
- f. Users shall not copy, change, or transfer any software or documentation provided by the Kearney Public Schools District, teachers, or other students without permission from the network administrators.
- g. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
- h. Users shall not use the computer to annoy or harass others with language, images, or threats. Users shall not access or create any obscene or objectionable information, language, or images.
- i. Users shall not tamper with computers, networks, printers, or other associated equipment except as directed by the teacher or network administrator.

- j. Users shall not engage in “hacking” – altering software or hardware or manipulating or circumventing security systems to gain unauthorized access or direct use of the operating system software.
- k. Users shall not engage in harassment or nuisance actions – bothering another person or entity for no positive reason or creating an interference with another user’s ability to make effective use of computing privileges.
- l. Users shall not access resources not specifically granted to the user – whether damage is done or not, such use constitutes electronic trespassing, and will not be tolerated. Damages incurred will be considered to constitute electronic vandalism.

3. Penalties for Violation of Rules

All of the policies and procedures for acceptable use of computers and networks are intended to make the computers and networks more reliable for users. They are also intended to minimize the burden of administrating the network so that more time can be spent enhancing services.

Use of the computer to access telecommunications resources is a privilege and not a right. Violation of the policies and procedures of the Kearney Public Schools concerning the use of computers and networks may result in disciplinary action up to, and including, suspension and/or expulsion of students and suspension, termination, nonrenewal or cancellation of the contract of an administrator, teacher or other school employee.

Staff, Student and Parent Agreement

The Administrator Agreement, Faculty and Staff Agreement, and Student/Parent Agreement forms are available at school offices.

Section: DISTRICT INTERNET WEB AND SOCIAL MEDIA (Board Policy 4037.1)

I. Definitions

- A. Social Media - is the collective of online communications channels dedicated to community-based input, online interaction, content sharing, and collaboration (e.g., websites and applications dedicated to forums, blogging, and social networking).
- B. Approved Social Media Site – All social media sites must be approved by the Director of Technology for technical requirements and compliance issues. In addition, approved social media sites must have been reviewed and approved by the Director of Communications for use in student learning activities and teacher-parent-student communications about learning.
- C. Professional Responsibility – The employee may use District approved social media sites to support communication and/or instruction. Professional responsibility occurs when there is the presentation of oneself as a representative of the District or employee thereof, whose activities are job related and is subject to the District’s policies, rules, procedures, and guidelines.
- D. Personal Responsibility – the presentation of oneself in a manner that is outside professional responsibility in all comments, posting, etc. Personal responsibility encompasses that which is not job related.

II. Accountability

- A. District employees who utilize web or social media sites in pursuit of their professional responsibilities are subject to the District’s Acceptable Use Policy.
- B. Each staff member who creates a web page or any part of a web page or supervises the creation of a web page or uses an approved social media site or any part of an approved social media site or supervises the creation of an approved social media site is responsible for the content and must inform the Superintendent/designee of the existence and the intent/purpose of the page prior to

such web site or approved social media site being accessible on the Internet. This includes student-produced web pages and social media content.

- C. Each web page or approved social media author or contributing web page and approved social media site author shall assume professional responsibility for the information being educationally appropriate, current, accurate (including having correct spelling and grammar), and adhering to District policies and rules. This includes students who author or contribute to the creation of a web page or approved social media site.
- D. All District or building web pages and approved social media sites shall have a staff member who shall monitor and be responsible for approving the content of the information, which is accessible on each web and approved social media site.
- E. Guidelines for web pages and the use of approved social media sites shall be established by the Superintendent or designee and shall be available to staff.

III. Professional Responsibility and Personal Responsibility

- A. Professional Responsibility. When using District web pages and/or approved social media sites, staff may not engage in the following:
 - 1. Simultaneously identify oneself as a District employee and send, solicit, or display materials that are offensive, including sexually oriented material, graphic depictions of violence, or material that offends or harasses on the basis of race, color, religion, national origin, gender, marital status, disability, or age.
 - 2. Unprofessional communication that could negatively impact the District's reputation or interfere with the District's core mission, or unprofessional/inappropriate communication regarding members of the District's community.
 - 3. Acting as a representative of the District, or acting in a way that would infer that one is a District representative or acting for and on behalf of the District when not authorized to do so (e.g., contacting the media or government officials with District email, responding to complaints or questions about District business on Internet discussion groups, etc.).
 - 4. Sending, receiving, printing or otherwise disseminating proprietary data, trade secrets or other confidential information in violation of District policy, proprietary agreements or other contractual terms. Using District-owned data or work products for personal gain. Using District trademarks (e.g., name, logos), or branding without authorization from the Office of Communications.
 - 5. Inappropriately sharing confidential information related to District business, including but not limited to, personnel actions, internal investigations, research material, or student information.
 - 6. Any activity in violation of local, state, or federal law as it relates to the staff member's employment with the District, including, but not limited to, defamatory remarks; destruction of District data or equipment; or accessing or sharing information in violation of HIPAA, FERPA, CIPA, or COPPA. This includes any activity that would cause the District to not be in compliance with state or federal law.
- B. Personal Responsibility. When using non-District web pages and/or personal social media sites outside of the duties as a staff member of the District, staff should consider the following:
 - 1. For certificated staff, the District's Acceptable Use Policy and the State Standards of Professional Practice are applicable.
 - 2. District staff are responsible for all matters which they post or publish.
 - 3. All matters which may be posted or published, including photographs, should reflect high standards of professionalism and professional discretion, and should not negatively or adversely impact relations with students, parents, other staff, or the community.
 - 4. Staff should not "friend" students or parents on their personal social media pages until the student has graduated from the District.

IV. Privacy

- A. All reasonable steps shall be taken to ensure that the use of the Internet or approved social media sites shall not abridge the right of privacy of students or staff as provided by law, including but not limited to FERPA, HIPAA, CIPA, and COPPA.
- B. Staff may publish student photographs and first names (except for those students who have FERPA restrictions on file). Exceptions beyond first names may be made by the Superintendent or their designee, or the Principal or their designee, for other identifying information when special circumstances dictate (e.g., athletic contests, special achievements, student recognitions).
- C. Student Directory Information (as described below) may be made available on District web pages in compliance with the District's policies and rules. Directory information appropriate for the web includes the following:
 - 1. First and last name;
 - 2. Current grade level;
 - 3. Participation in officially recognized activities and sports;
 - 4. Weight and height of members of athletic teams;
 - 5. Degrees and awards received; and
 - 6. Photographs

V. Not an Open or Public Forum

- A. The District does not by this Rule create or establish an open or public forum and reserves the sole and absolute right to determine the acceptable District web pages and approved social media sites.
- B. The District reserves the right to monitor, review, and audit the use of District web pages and approved social media sites. The District further reserves the right to search District web pages and approved social media sites as part of any investigation into unauthorized use or prohibited or illegal conduct.
- C. Violations of this Rule may result in disciplinary action.

CHAPTER 9 – Anti-Discrimination & Anti-Harassment

Section ANTI-DISCRIMINATION, ANTI-HARASSMENT & ANTI-RETALIATION
Section AMERICANS WITH DISABILITIES ACT (ADA)

Section: ANTI-DISCRIMINATION, ANTI-HARASSMENT & ANTI-RETALIATION

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 sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, 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. The following person has been designated to handle inquiries regarding the non-discrimination policies.

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

Dr. Melissa Herrmann, Director of Human Resources
Kearney Public Schools
320 West 24th Street
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 for 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, MO 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

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, 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, 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.

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.

Section: AMERICANS WITH DISABILITIES ACT (ADA) (Board Policy 4003)

Designation of ADA and 504 Coordinator

Kearney Public Schools does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

The Superintendent shall either coordinate or designate one or more persons to coordinate Kearney Public School's compliance with the requirements of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended (ADA and Section 504).

The Coordinator shall take such actions as required to maintain compliance with such laws; to provide information concerning such laws and their applicability to the services, programs, or activities of the District; and to resolve any complaints or grievances related to alleged non-compliance by the District with such laws.

In the event an employee has a disability and is in need of a reasonable accommodation to perform the employee's duties or to otherwise receive benefits and privileges of employment equal to those enjoyed by similarly-situated employees without a disability, the employee is to inform their supervisor and request a meeting with the ADA Coordinator to discuss the provision of reasonable accommodations.

In the event a student has a disability and needs or is believed to need special education or related services, the 504 Coordinator shall initiate the 504 evaluation and accommodation process.

The Board of Education has adopted a plan regarding the accessibility requirements of persons with disabilities who use school facilities as required by the ADA and Section 504. Members of the public may review the accessibility plan by contacting the Superintendent at the school's administrative offices. Comments or complaints regarding the accessibility of district facilities shall be made to the Superintendent for resolution.

ADA and Section 504 Grievance Procedure

The following grievance procedure shall be used for resolution of complaints of alleged violations of the Americans with Disabilities Act of 1990 (ADA) or Section 504 of the Rehabilitation Act of 1973:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
6. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).
7. A decision on the request for reconsideration shall be made within ten (10) days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within thirty (30) days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.



RECEIPT OF SUBSTITUTE TEACHER EMPLOYEE HANDBOOK OF KEARNEY PUBLIC SCHOOLS

This signed receipt acknowledges that I am aware of and have reviewed a digital copy of the Substitute Teacher Employee Handbook of Kearney Public Schools. I acknowledge receipt of the Handbook in a satisfactory manner via electronic communication. This receipt acknowledges that I understand that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract, that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

Date: _____

Employee's Signature

Employee's Printed Name

Return to the Human Resources Office

APPENDIX

46-52

Substitute Employee Discipline Form	47-48
Administrator Request to Remove a Substitute from the Building or Team Substitute List	49-50
Substitute Teacher Termination Form	51-52



SUBSTITUTE TEACHER EMPLOYEE DISCIPLINE FORM

Employee: _____

Position: _____ School/Department: _____

Date of Incident: _____ Time of Incident: _____

Nature of Incident: _____

Reason for Notice: _____

Specific Problem:

- | | |
|----------------------------------------------|------------------------------------------------|
| _____ Tardy | _____ Violation of Safety Procedures |
| _____ Failure to Report for Assigned Job | _____ Conflict of Interest |
| _____ Failure to Supervise Students Properly | _____ Discourteous Behavior to Other Employees |
| _____ Insubordination | _____ Discourteous Behavior to Students |
| _____ Harassment | _____ Damage to District Property |
| _____ Not Performing Work | _____ Substandard Work |
| _____ Improper Work Attire | _____ Violation of District Policy |
| _____ Other (specify) _____ | |

Disciplinary Action: (List Dates)

_____ Verbal Warning _____ 1st _____ 2nd _____ 3rd

_____ Written Warning _____ 1st _____ 2nd _____ 3rd

_____ Termination

OVER

Corrective Action Needed: _____

Consequence of Failure to Improve: _____ Discipline up to and including Termination
 _____ Immediate Termination

Principal's/Supervisor's Comments: _____

Employee's Comments: _____

Employee Signature

Date

Principal's/Supervisor Signature

Date

Human Resources Signature

Date

Attach supporting documents as applicable.

Copies:			
_____	Employee	_____	Human Resources
_____	Principal/Supervisor	_____	File



ADMINISTRATOR REQUEST FOR REMOVING A SUBSTITUTE FROM THE BUILDING OR TEAM SUBSTITUTE LIST FORM

Substitute: _____

Request for Removal Made By: _____

Block From Team/Teachers: _____ OR Block from Building: _____

Date of Incident: _____ Time of Incident: _____

Reason for Notice: _____

Substituting For: _____ Building: _____

Date of Incident: _____ Time of Incident: _____

Nature of Incident: _____

Specific Problem:

- | | |
|----------------------------------------------|------------------------------------------------|
| _____ Tardy | _____ Violation of Safety Procedures |
| _____ Failure to Report for Assigned Job | _____ Conflict of Interest |
| _____ Failure to Supervise Students Properly | _____ Discourteous Behavior to Other Employees |
| _____ Insubordination | _____ Discourteous Behavior to Students |
| _____ Harassment | _____ Damage to District Property |
| _____ Not Performing Work | _____ Substandard Work |
| _____ Improper Work Attire | _____ Other (specify) _____ |
| _____ Violation of District Policy | _____ |

Corrective Action Needed: _____

Principal's/Supervisor's Comments: _____

Substitute's Comments: _____

Substitute's Signature

Date

Principal's/Supervisor's Signature

Date

Human Resources Director's Signature

Date

Attach supporting documents as applicable.

Copies:

_____ Substitute Employee
_____ Principal/Supervisor

_____ Human Resources Substitute File



**SUBSTITUTE TEACHER
TERMINATION CONFERENCE**

Employee: _____ Department: _____

Position: _____ Building: _____

Date of Incident: _____ Time of Incident: _____

Reason for Termination: _____

Specific Problem:

- | | |
|----------------------------------|------------------------------------------------|
| _____ Excessive Tardiness | _____ Violation of Safety Procedures |
| _____ Unexcused Absences | _____ Conflict of Interest |
| _____ Excessive Absences | _____ Discourteous Behavior to Other Employees |
| _____ Insubordination | _____ Discourteous Behavior to Students |
| _____ Harassment | _____ Damage to District Property |
| _____ Not Performing Work | _____ Substandard Work |
| _____ Violation of School Policy | _____ Improper Work Attire |
- _____ Other (specify) _____

Disciplinary Action History: *(Supply Dates)*

Verbal Warning: _____ 1st _____ 2nd _____ 3rd

Written Warning: _____ 1st _____ 2nd _____ 3rd

OVER

Supervisor's Comments: _____

Employee's Comments: _____

Employee's Signature

Date

Principal's Signature

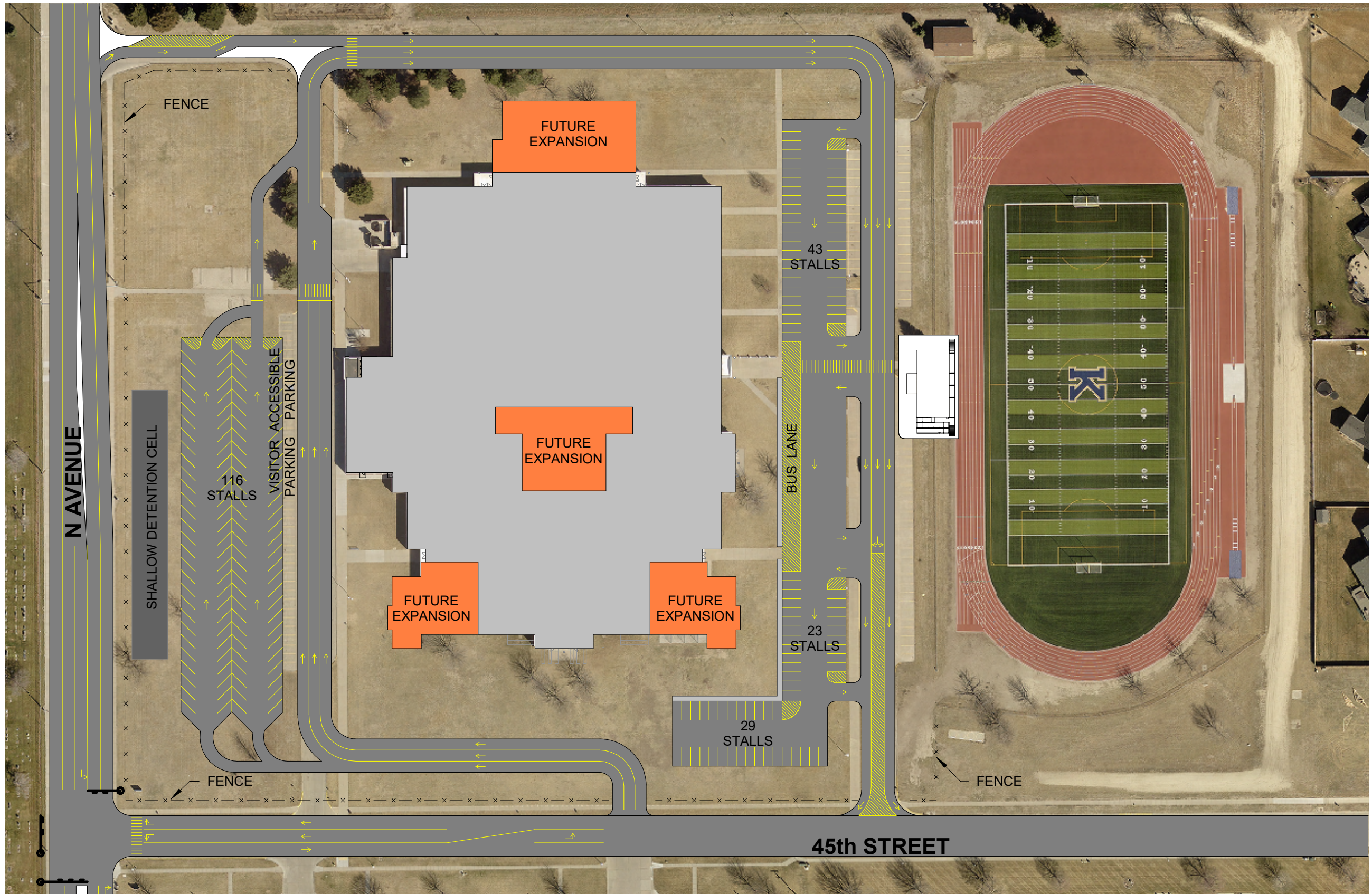
Date

Human Resources

Date

Please attach supporting documents as applicable (warning notices, etc.) to this form.

Copies:	
_____ Employee	_____ Human Resources
_____ Principal/Supervisor	_____ File



APPROXIMATELY
168,852 SF
NEW CONCRETE

PARKING COUNT
EXISTING = 140
NEW = 211

 **1** **CONCEPT SITE PLAN**
P1 SCALE: 1" = 100'-0"

Copyright © 2025
www.WilkinsADP.com



Project Number: 2178

Kearney Public Schools Sunrise Middle School - Site Improvements





THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE. The REALTOR® negotiating this agreement is a member of the Buffalo County Board of REALTORS® and as such is governed by its Code of Ethics and Rules and Regulations.



PURCHASE AGREEMENT

Date: September 10, 2025

AGENCY CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction.

Agent: Jordan Colling of RE/MAX Executives Inc. (company) (308)293-1233 (Cell#)

Is the agent of: [] Seller exclusively [X] Buyer exclusively [] both the Buyer and Seller (Limited Dual Agent)

Agent: Wendy Kreis & Ashlyne Svoboda of Rooted Realty Group (company) (308)237-5557 (Cell#)

Is the agent of: [X] Seller exclusively [] Buyer exclusively [] both the Buyer and Seller (Limited Dual Agent)

Buyer's Agent shall remain the agent of the Buyer even though payment may be received from the Seller.

The undersigned, as Buyer, agrees to purchase the following property, on the following terms:

1. ADDRESS: 5305 18th Ave Place, Kearney, NE 68845

2. LEGAL DESCRIPTION: Lot 12, Northridge Estates of Kearney, Buffalo County, Nebraska.

3. PERSONAL PROPERTY: The purchase price includes all fixtures and equipment permanently attached to the real estate. The personal property to be included is as follows: Refrigerator, Range, Microwave, Dishwasher, Garbage Disposal, Smart Shower Control Unit, Gas Fireplace and Remotes, Garage Remotes and Controls.

4. PRICE & FINANCIAL TERMS: Buyer agrees to pay \$492,500.00, on the following terms: an earnest money deposit of \$4,000.00, shown by the receipt herein, will be deposited into a trust account and applied towards the purchase price at the time of closing. Balance to be paid per the following checked paragraph(s):

[] A. CASH AT CLOSING - NO FINANCING BEING REQUIRED: Balance of \$ shall be paid in cash, or by certified or cashier's check at time of closing. Buyer to provide Seller a letter from a government regulated depository showing evidence of said funds within seven (7) calendar days of acceptance of this offer or this offer shall be null and void with the earnest money forfeited to the Seller.

[X] B. CONTINGENT UPON LOAN: Balance of \$ 488,500.00 shall be paid in cash, or by certified or cashier's check at time of closing, contingent upon Buyer's ability to obtain a loan, to be secured by deed of trust, on above described Property in the amount of \$ 488,500.00. The loan shall be [X] VA, [] FHA, [] CONVENTIONAL, [] P.M.I., [] N.I.F.A., [] RURAL DEVELOPMENT OR with terms providing for an initial interest rate not to exceed 7.000 % per annum, plus mortgage insurance, if required, with a term of no less than 30 years. Buyer agrees to make application for the loan within 7 calendar days of acceptance of this offer, sign all papers, pay all costs, except as provided herein, and to establish escrow reserves for taxes and insurance if required by Lender. Buyer agrees to pay all loan fees, closing costs and prepaid items required by Lender (subject to paragraph 4C, if checked). If the original loan application is denied, the Buyer authorizes and shall instruct the Lender to immediately notify in writing all real estate licensees involved in the transaction. Upon written notice of denial by the lender, this Purchase Agreement shall be null & void and the earnest money will be refunded to Buyer (subject to paragraph 23) unless Seller and Buyer mutually agree in writing within five (5) calendar days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original Lender. If Buyer has not received final loan approval by 10/22/2025 the Seller shall have the right to cancel this agreement. In the event of Seller's cancellation, the earnest money (subject to paragraph 23) shall be returned to the Buyer.

- C. SELLER CONTRIBUTION:** At closing, Seller shall pay or reimburse Buyer for the payment of Buyer's loan fees, closing costs, inspection fees and/or prepaid items as allowed by lender up to \$ _____ or _____% of purchase price.
- D. CONTINGENT UPON CLOSING:** This offer is Contingent upon Buyer first obtaining the proceeds from the closing of the Buyer's Property located at _____, scheduled to close on _____. If such closing does not occur on or before such date, this offer shall be null and void and the earnest money shall be returned to the Buyer (subject to paragraph 23).
- E. CONTINGENT UPON SALE AND CLOSING:** This offer is contingent upon the sale and closing of Buyer's property located at _____. (See attached _____ Addendum).
- F. ASSUMPTION OF EXISTING LOAN, SELLER FINANCING OR OTHER FINANCING TERMS:** (See attached _____ Addendum).

5. OTHER PROVISIONS:

- 1) Seller to have sod and sprinklers installed prior to closing.**
- 2) Earnest money will be delivered directly to Nebraska Title within 72 hours of a Fully Executed Purchase Agreement.**

6. TITLE: Seller agrees to convey marketable title to Buyer by warranty deed or equivalent free and clear of all liens, encumbrances, special assessments levied or assessed and subject to all easements and restrictions or covenants now of record. Buyer shall be furnished a current title insurance commitment before closing. Following closing, a title insurance policy insuring good and marketable title will be issued. Check requested title policy: ALTA basic owner's policy ALTA expanded coverage
The cost of the title insurance shall be paid as follows:

- | | | | |
|---------------------------------------------------------------------|---------------------------------|--------------------------------|-----------------------------------------------------|
| <input checked="" type="checkbox"/> Title Insurance policy paid by: | <input type="checkbox"/> Seller | <input type="checkbox"/> Buyer | <input checked="" type="checkbox"/> Divided equally |
| <input checked="" type="checkbox"/> Lenders Policy paid by: | <input type="checkbox"/> Seller | <input type="checkbox"/> Buyer | <input checked="" type="checkbox"/> Divided equally |
| <input checked="" type="checkbox"/> Endorsements paid by: | <input type="checkbox"/> Seller | <input type="checkbox"/> Buyer | <input checked="" type="checkbox"/> Divided equally |

Buyer selects Nebraska Title as the title insurance company. Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect, not to exceed 30 calendar days from the date of the title commitment. If the title defects are not cured within such time frame, the Buyer may declare this Agreement null and void, and be entitled to full return of the earnest money (subject to paragraph 23). Seller agrees to pay any assessments for items such as paving, curbing, sidewalk or utilities previously constructed, now under construction, or ordered to be constructed by public authority not yet assessed at the time of execution of this agreement. The documentary stamp tax shall be paid by the Seller.

7. SID DISCLOSURE: If checked, the property is located in a Sanitary Improvement District. Buyer acknowledges receipt of the most current Statement of SID # _____.

8. CONDOMINIUM/TOWNHOME DISCLOSURE: If checked, Buyer acknowledges receipt of Declaration or equivalent, Bylaws, Articles of Incorporation and Public Offering statement if applicable, for this property and that this purchase is subject to the terms and conditions contained therein.

9. LEAD-BASED PAINT DISCLOSURE: If checked, the house upon the property was built prior to 1978 and attached hereto is a statement, disclosure and acknowledgement regarding lead based paint which is incorporated herein by this reference.

10. SELLER PROPERTY CONDITION DISCLOSURE STATEMENT: Buyer acknowledges receipt of the Seller Property Condition Disclosure Statement dated _____.

18. HOME WARRANTY ACKNOWLEDGEMENT: Buyer has been advised of the availability of a Home Warranty, and selects the following:

- Home warranty accepted and paid by _____ Plan Selected is _____; Cost is \$ _____
- Home warranty coverage declined by Buyer.

New Construction: New construction shall have the warranties implied by law, specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. The BROKER and its AGENTS make no warranties as to the quality of construction or materials.

19. REAL ESTATE TAXES AND PRORATIONS: Seller shall pay all taxes for the years prior to the year of closing. Taxes for the year of closing together with interest, rents, per diem charges, homeowners' association dues, prepaid utilities and heating fuel, if any, shall be prorated to the date of closing. Taxes shall be prorated based upon the most recent valuation (including preliminary valuations), as shown on the county assessor's website, as of the time of closing and the most recently certified mill levy.

20. CLOSING & POSSESSION: The closing of the sale shall be on the 31st day of October, 2025. Possession of Property and delivery of keys will be given to the Buyer upon the completion of closing and receipt of all funds by the closing agent. This agreement shall in no manner be construed to convey the Property or to give any right of possession prior to closing.

21. CLOSING: Buyer and Seller agree that the closing of the sale may be handled by the Listing Agency, their closing department/affiliate or an Escrow agent. If Buyer's Lender requires an insured closing letter issued by a Title Insurance Underwriter, the Listing Agency agrees to transfer this transaction, if necessary, to an Escrow Agent for closing in order to obtain the insured closing letter. All transactions closed by an Escrow Agent will have an insured closing letter, the cost of which will be equally divided between Buyer and Seller. Upon transfer to an Escrow Agent, any broker holding the earnest money or other trust funds is authorized to transfer such items to the Escrow Agent. All documents and other items received by any broker in connection with the sale shall also be transferred to the Escrow Agent. After the transfer, a broker shall have no further responsibility or liability to Buyer or Seller to account for funds or preparation of documents in connection with the closing of the sale. Escrow Agent will not be required to disburse funds, deliver or record any documents until it has received sufficient certified funds or equivalent and all terms of this Agreement have been satisfied. Closing charges shall be equally divided between Buyer and Seller. If Buyer's loan is a government-regulated loan, which prohibits Buyer from paying such fees, they shall be paid by Seller.

22. COUNTERPARTS, E-SIGNATURES, E-MAIL AND FAX TRANSMISSION: This agreement may be executed in one or more counterparts, each of which is deemed to be an original hereof, and all of which shall together constitute one and the same instrument. The parties agree that they may conduct this transaction by electronic means such as the use of electronic signatures. The facsimile or e-mail transmission of a signed copy hereof or any counter offer to the other party or their agent with confirmation of transmission shall constitute delivery.

23. DEFAULT, RESCISSION, FAILURE OF CONTINGENCY OR TERMINATION: If Buyer defaults on the performance of this agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure. If this agreement is void by failure of contingency or is rescinded or terminated by either party without fault as allowed hereby, each party shall bear their costs and the earnest money shall be refunded to the Buyer.

24. DO NOT CALL PROVISION: Seller and Buyer authorize telephone, facsimile and other electronic means of contact by individuals on behalf of the Seller's broker and Buyer's broker, if different, as well as other service providers in the transaction.

25. ADDENDUM: The attached addendum(s) shall be made a part of the Purchase Agreement. List Addendum(s) _____


Realtor Compensation

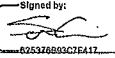
26. ENTIRE AGREEMENT: This document contains the entire agreement of the parties and supersedes all prior agreements or representations oral or written with respect to the Property which are not expressly set forth herein or incorporated herein by reference. This agreement may be modified only in writing, signed and dated by both parties. All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the real estate agent or broker which are not herein expressed. "Buyer" shall be one or more. "Seller" shall be one or more. Whenever required by context, singular shall include the plural, the plural the singular, and one gender shall include all genders. Time is of the essence in this agreement.

27. **AUTHORITY TO SIGN:** The undersigned Buyer and Seller each warrant that all required parties have executed this purchase agreement or have the authority to contract on behalf of the principals involved.

28. **ACCEPTANCE DEADLINE:** This offer shall expire on 09/10/2025 (Date) at 8 a.m. p.m. (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless prior to the time of expiration, Seller's written acceptance is delivered to the Buyer's limited agent or their Broker's office or the Buyer.

Buyer reserves the right to withdraw this Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Seller's Limited Agent or Broker of the Seller's Limited Agent or the Seller before the delivery of Seller's written acceptance.

Buyer  Andrew Cannia Date 09/10/2025

Buyer  Sara Cannia Date 09/10/2025

Address 2303 Victoria Avenue, Bellevue, NE 68005

Phone (585)991-9190

NAMES FOR DEED: Andrew Cannia and Sara Cannia

Check one: JTWROS Tenants in common Other _____
Check one: Husband and Wife Single Person Other _____

RECEIPT FOR EARNEST MONEY

RECEIVED FROM: _____ the sum of \$ 4,000.00 by check, cash, other _____ to apply to the purchase price of the Property on terms and conditions as stated. In the event this offer is not accepted by the Seller of the Property within the time specified the earnest money shall be refunded.

_____ REALTORS® By: _____

Complete only one of A, B or C below:

A: ACCEPTANCE OF ALL TERMS: Seller accepts all of the terms of the above agreement and agrees to perform all of its terms.

Seller  Kent Edwards Date 09/10/25

Seller _____ Date _____

B: REJECTION: The foregoing offer is rejected.

Seller _____ Date _____ Seller _____ Date _____

C: COUNTER OFFER #1 BY SELLER: In response to the above Purchase Agreement dated _____ for the sale of the Property, all of the terms and conditions of the Purchase Agreement are accepted and shall remain the same with the exception of the following:

This Counter Offer shall expire _____ (Date), at _____ a.m. p.m. (hour in the time zone of the office of the Seller's agent) and be automatically null and void unless, prior to the time of expiration, Buyer's written acceptance is delivered to the Seller's Limited Agent or their Broker's office or the Seller. If this accepted Counter Offer is so delivered, the Purchase Agreement as amended by this Counter Offer shall become a contract between the parties. Seller reserves the right to withdraw this Counter Offer prior to acceptance. Withdrawal shall be complete if verbal notification of withdrawal is made to the Buyer's Agent or Broker of the Buyer's Agent or Buyer before the delivery of Buyer's written acceptance.

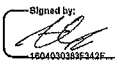
Seller Date Seller Date

I hereby accept the above Counter Offer as of _____ (Date), at _____ a.m. p.m.

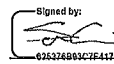
Buyer Andrew Cannia Date Buyer Sara Cannia Date

RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this Agreement.

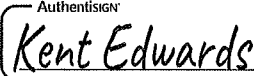
Signed by:


12040302893426
(Buyer) Andrew Cannia 9/10/2025
Date

Signed by:


0253748930754117
(Buyer) Sara Cannia 9/10/2025
Date

Seller acknowledges receipt of executed copy of this Agreement.

Authentication


Kent Edwards 09/10/25
(Seller) Date

(Seller) Date

KPS Policy Review - Oct. 13, 2025 Regular Board Meeting:

First Reading Approval of Revised and Rescinded Board Policies

Community Relations:

- 1100 Communication with the Public – renumber to 1000
- 1110 Generated Publications, Radio, Television, and Electronic Communication – renumber to 1070
- 1110.0 Advertising – revisions and renumber to 1060
- 1111 Public Press, Radio and Television – rescission
- 1111.1 Coverage of Board of Education Meetings – rescission
- 1111.2 School News Releases – rescission
- 1111.3 Distribution of Outside Materials and Information – rescission
- 1111.4 District Internet, Web and Social Media and 4037 Personnel, Internet Use & Safety – rescission
- 1120 Board of Education Meetings, rescission
- 1140 Recognition of Contributions – revisions
- 1200 Parent/Teacher Organizations – renumber to 1410
- 1210 Parent and Community Engagement – renumber to 6410
- 1310 Complaints Concerning School Personnel/Media/Instructional Materials – revisions and renumber to 1450
- *1320 Civil Conduct of Public & Employees – no changes except to remove (a) and (b)*
- 1330 Tobacco Free Environment – revisions and renumber to 1120
- 1340 Anti-discrimination, Anti-harassment & Anti-retaliation - revisions and renumber to 1200
- 1340.1 Designation of ADA and 504 Coordinator – renumber to 1250
- 1340.2 Title IX – renumber to 1210
- 1340 Title IX – Procedure for Complaints of Sexual Harassment – rescission
- 1350 Public Performances by Students – revisions and renumber to 1470
- 1352 Gifts to Students – rescission
- 1353 Fund-raising – revisions
- 1354 Advertising and Promotion – renumber to 1060
- 1355 Student Production of Goods and Services – renumber to 1460
- 1360 Use of Buildings – renumber to 1100
- 1361 Use of School Facilities – revisions and renumber to 1101
- 1362 Trespassing – revisions and renumber to 3250
- 1363 Comfort and Therapy Animals – revisions and renumber to 1260
- 1370 Access to School Procedures and Materials – rescission
- 1400 Relations with Federal Government – rescission
- 1410 Relations with Area, State, Regional and National Associations and the Schools – rescission
- 1420 Relations with Non-Public and Other Educational Organizations and the Schools – renumber to 1400

ARTICLE 1

COMMUNITY RELATIONS

SERIES 1000

PAGE

Public Access to School Records..... 1050

Communication with the Public ~~1400~~ 1000

A. Generated Publications, Radio, Television,
Electronic Communication ~~1410~~ 1070

 1. Advertising ~~1410.1~~ 1060

~~B. Public Press, Radio and Television 1111~~

~~1. Coverage of Board of Education Meetings 1111.1~~

~~2. School News Releases 1111.2~~

~~3. Distribution of Materials and Information 1111.3~~

~~4. District Internet, Web and Social Media 1111.4~~

~~C. Board of Education Meetings 1120~~

D. Recognition of Contributions 1140

Parent and Volunteer Engagement -

A. Parent-Teacher Organizations..... ~~1200~~ 1410

~~B. Parent and Community Engagement 1210~~ move to
6410

Public Activities Involving Staff, Students, or School Facilities -

A. Complaints Concerning School Personnel/Instructional
Materials/Media ~~1340~~ 1450

B. Civil Conduct of Public and Employees..... 1320

 1. Firearms..... 1320.1

C. Tobacco Free Environment..... ~~1330~~ 1120

D. Anti-discrimination..... ~~1340~~ 1200

 1. ADA..... ~~1340.1~~ 1250

 2. Title IX..... ~~1340.2~~ 1210

~~a. Title IX Sexual Harassment Complaint Procedure 1340.21~~

Relationships Between Public and Students -

A. Public Performances by Students ~~1350~~ 1470

~~B. Contests for Students 1351~~

~~C. Gifts to Students 1352~~

D. Fund-raising 1353

E. Advertising and Promotion of Products..... ~~1354~~ 1060

F. Student Production of Goods & Services..... ~~1355~~ 1460

Use of School Facilities ~~1360~~ 1100

A. Use of School Facilities: Student Groups and Boy Scouts ~~1361~~ 1101

B. Trespassing..... ~~1362~~ 3250

C. Use of Service Animals..... ~~1363~~ 1260

~~Access to School Procedures and Materials 1370~~

~~Senior Citizen Benefits 1380~~

Relations Between Other Government Agencies and the Schools

~~A. Federal Government 1400~~

~~B. Area, State, Regional, and National Associations 1410~~

C. Non-Public and Other Educational Organizations and Schools..... ~~1420~~ 1400

Community Relations

Public Access to School Records - Examination, Making Memoranda, and Copying

1. The School District, through the Superintendent, shall provide interested persons access to the records of the School District as required by law. Such access shall include the opportunity to examine School District records, when permitted by law. The School District shall not make records of individual students, personnel, or other confidential material available, except as allowed by law or compelled by court order.
2. Records may be examined at the School District offices during the hours such offices are open for the ordinary transaction of business. School district offices will be open for the ordinary transaction of business (a) during the school year on such days as school is in session, and (b) during the summer months when school is not in session, Monday through Friday, except legal holidays or other days the District is closed.
3. Records may be obtained in the form in which the record is maintained including, but not limited to, printouts, electronic data, and photocopies. The School District will not be required to produce or generate any record in a new or different form or format modified from that of the original School District record. Copies of records may be made as follows:
 - (a) Copies may be made by persons using their own copying or photocopying equipment, provided that such copies shall be made on the premises of the School District offices or at a location mutually agreed to by the requester and the School District.
 - (b) Copies may be obtained from the School District if the School District has copying equipment reasonably available, and upon payment of a fee for providing copies. The Superintendent shall determine a reasonable fee for the copying of school district records, provided that such fee is not to exceed the actual cost of making the copies available. If the copies requested are estimated by the School District to be more than fifty dollars (\$50.00), the School District may require the requester to furnish a deposit prior to fulfilling such request.
4. For residents of Nebraska and news media desiring to submit a public records request to the School District, a requester must submit a written request to the School District. Upon written request for access to records, the School District will provide to the requester as soon as is practicable and without delay, but not more than four (4) business days after actual receipt of the request:
 - (a) Access to or, if copying equipment is reasonably available, copies of the school district records requested;
 - (b) A written denial of the request, or portion thereof, if there is a legal basis for such denial of access to school district records on a written form from the school district; or
 - (c) If the entire request cannot with reasonable good faith efforts be fulfilled within four (4) business days after actual receipt of the request due to the significant difficulty or extensiveness of the request, the school district shall provide a written explanation, including the earliest practicable date for fulfilling the request, and estimate of the expected cost of any copies, and an opportunity to modify or prioritize the items within the request. If the response to the request is expected to require more than eight cumulative hours of staff time spent searching, identifying, physically redacting, or copying, the District may require the requester to furnish a deposit, as permitted under the Public Records Request Laws.

5. For nonresidents of Nebraska, a requester must submit a written request to the School District. The School District may then require the requester to submit a deposit, as permitted under the Public Records Request Laws.

Legal Reference: Neb. Rev. Stat. Sec. 84-712 et seq.

Policy adopted: 7/8/24

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Communication with the Public

It is the desire of the board that two-way channels of communication be kept open at all times between the school system and the people of the school district. The board will attempt continuously to create and maintain schools that reflect the public's wishes, and will do its best to keep the people informed of the affairs of the school system.

The Board of Education will endeavor to use various forms of media to keep the public informed, including news releases on the school website, the local newspaper, newsletters, school newsletters, presentations before parent groups and other community organizations, social media and the school messaging system.

Legal Reference:	84-712	Public records; free examination; memorandum and abstracts
	84-1401	Public meeting; defined; open to public

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Generated Publications, Radio, Television, and Electronic Communication

The superintendent and staff are encouraged to use all available means of communication, such as publications, radio, television, electronic communication, videos, and social media, etc. to keep the goals, programs, achievements and needs of the schools before the public.

The superintendent may delegate this authority to administrative staff, the school principals and the communications director as necessary, but the ultimate responsibility for their performance lies with the superintendent.

The administration is responsible for all informational services to and from the public, except for such matters as the board may from time to time wish to publicly deal with itself.

Publications issued by and in the name of the schools of this district shall reflect the high regard and aspirations of our people for their schools. There must be no compromise with high quality of editorial content and effective format. The exercise of appropriate economy in materials and production is expected so long as the main purpose is not jeopardized.

Special radio and television programs shall be consistent with the goals of our schools and the instructional guides approved by the board.

Each school may, with the approval of the principal, establish a school newsletter or newspaper for the students of the school and their parents. Such publications should be carefully prepared if undertaken.

The principal or designee is responsible for supervision such publications to conform with the intent of board policy on communications with the public.

Community Relations

Advertising

The Board of Education recognizes the importance of the business and professional community and appreciates the interest and support extended to the school's educational and extracurricular programs and activities. It must be recognized, however, that the primary purpose of the school is education and the promotion of activities which are in the best interest of the students. Therefore, certain precautions are necessary and must be observed in order that the purposes of the school and its programs for students will not be violated.

1. Neither the school's academic program nor extracurricular programs shall be used to promote the advertisement of any political, religious, or commercial enterprise, except as specified hereafter in this policy.
 - A. The use of advertisement involving any materials, programs, etc., shall be prohibited unless it clearly serves an educational or school activity purpose in a positive manner.
 - B. The use of advertising credits, logos, or slogans will generally be permitted on materials only when they are used in a discretionary manner to identify and acknowledge the donor of the material, equipment, or other matter. The permitted use of such advertisement does not constitute an endorsement of those products by the school district.
 - C. No advertisement may be used which would promote liquor, tobacco, or unlawful drugs; nor exhibit art, composition, or content which is salacious or in bad taste.
 - D. Any donated material, instructional or promotional, which is offered to the school for academic or extracurricular purposes and which involves visible advertisement shall be approved by the superintendent.

Legal Reference: 79-526

District board of education; powers

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Public Press, Radio and Television

~~The board invites and welcomes the active participation of newspapers, magazines, radio, television, electronic communication, and other means of communication in promoting the cause of good education in our district and elsewhere.~~

~~Suggestions and advice from representatives of such media as to how best to facilitate the flow of information to them by the board of personnel of the school system will be welcomed.~~

~~Newscasts, spot announcements, sports and other school activities coverage, and programs dealing with the schools must be presented in the public interest and must be coordinated through the office of the building principal sponsoring the activity or the activities director. No identification of the schools with the promotion of any commercial or political enterprise will be permitted.~~

~~Companies interested in broadcasting any activity will: (1) contact the building principal at least forty-eight (48) hours in advance of the event to gain permission and make arrangements for attending the activity; (2) be responsible for all necessary equipment, transmission lines, power sources, and accompanying expenses; and (3) be responsible for any financial and legal liabilities pertaining to its own equipment and personnel.~~

Legal Reference:	79-526 84-1411(4)	District board of education; powers Educational television; operation on non commercial basis; service available to all schools and colleges; costs
------------------	----------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------

Community RelationsPublic Press, Radio, Television, and Electronic Communication

~~It is the responsibility of the principal and/or communications director to authorize and to supervise all newspaper, radio, television, and social media contacts made in the individual school.~~

~~Only students with a signed FERPA form marked 'without restrictions' may represent the school through the media.~~

~~The principal may assign the responsibility for informing the communications director of all worthwhile school activities. Staff should be informed that suggestions for such releases must be channeled through the principal or the communications coordinator.~~

Legal Reference: 79-526 Educational television; operation on non-commercial basis; service available to all schools and colleges; costs

Rule approved: 8/14/17

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community RelationsCoverage of Board of Education Meetings

~~The board of education encourages the attendance of representatives of the mass media at all meetings of the board. Meeting announcements, summaries of the minutes for each meeting, and other related supporting documents will be furnished to local media, in accordance with the timeline established in law.~~

~~Members of the board, the superintendent or his/her designee, administrators, and others as may be necessary, will be available for interview by press representatives, as arranged by the communications director.~~

~~In its relations with the press, the school system will be frank and open, recognizing the privilege of the press to publish newsworthy information.~~

Legal Reference	79-555	Board of education; meetings; when held; publication of claims and summary of proceedings; exceptions
	84-1409	Public meetings; defined; open to public
	84-1411	Public meetings; notice; place
	84-1412	Public meetings; memorandum; abstracts; permitted

Community Relations

School News Releases

~~All news releases concerning the school system, except the reports of athletic games and information concerning the operation of a particular school, shall be cleared through the office of the superintendent of schools. The principal or his or her designee is responsible for notifying the communications director who will in turn prepare and distribute news releases concerning the activities within the buildings to the media. The communications director will see that the releases are cleared with the central office administration when necessary.~~

Legal Reference:	79-555	Board of education; meetings; when held; publication of claims and summary of proceedings; exceptions
	84-1412	Public meetings; memorandum; abstracts; permitted

Community RelationsDistribution of Outside Materials and Information

~~Students and faculty of the schools are to be protected from intrusions on their time during the school day by announcements, posters, bulletins and communications of any kind from individuals and organizations not directly connected with the schools.~~

~~The superintendent of schools, or his/her designee, and the principals are urged to interpret this policy strictly. Exceptions may be made when, in their judgment, the best interests of the students will be served. In case of differences of opinion, the decisions of the superintendent of schools will be final.~~

~~Materials for system wide distribution by the administration office must carry the approval of the superintendent or his/her designee. Materials from groups or organizations outside the district may, upon request of the administration office, be placed on the activities page of the district's website, but paper copies will not be sent to the schools for distribution.~~

Community Relations

District Internet, Web and Social Media

I. Definitions

~~A. Social Media— is the collective of online communications channels dedicated to community-based input, online interaction, content sharing, and collaboration (e.g., websites and applications dedicated to forums, blogging, and social networking).~~

~~B. Approved Social Media Site— All school-sponsored social media sites must be approved by the Director of Technology for technical requirements and compliance issues. In addition, approved social media sites must have been reviewed and approved by the Director of Communications for use in student learning activities and teacher-parent-student communications about learning.~~

II. Accountability

~~A. District employees who utilize web or social media sites in pursuit of their professional responsibilities are subject to the District's Acceptable Use Policy.~~

~~B. Each staff member who creates a web page or any part of a web page or supervises the creation of a web page or uses an approved social media site or any part of an approved social media site or supervises the creation of an approved social media site is responsible for the content and must inform the Superintendent/designee of the existence and the intent/purpose of the page prior to such web site or approved social media site being accessible on the Internet. This includes student-produced web pages and social media content.~~

~~C. Each web page or approved social media author or contributing web page and approved social media site author shall assume professional responsibility for the information being educationally appropriate, current, accurate (including having correct spelling and grammar), and adhering to District policies and rules. This includes students who author or contribute to the creation of a web page or approved social media site.~~

~~D. All District or building web pages and approved social media sites shall have a staff member who shall monitor and be responsible for approving the content of the information, which is accessible on each web and approved social media site.~~

~~E. Guidelines for web pages and the use of approved social media sites shall be established by the Superintendent or designee and shall be available to staff.~~

III. Professional Responsibility and Personal Responsibility

~~A. Professional Responsibility. When using District web pages and/or approved social media sites, staff may not engage in the following:~~

- ~~1. Send, solicit, or display materials that are offensive, including sexually oriented material, graphic depictions of violence, or material that offends or harasses on the basis of race, color, religion, national origin, gender, marital status, disability, or age.~~
- ~~2. Unprofessional communication that could negatively impact the District's reputation or interfere with the District's core mission, or unprofessional/inappropriate communication regarding members of the District's community.~~
- ~~3. Acting as a representative of the District, or acting in a way that would infer that one is a District representative or acting for and on behalf of the District when not authorized to do so (e.g., contacting the media or government officials with District e-mail, responding to complaints or questions about District business on Internet discussion groups, etc.).~~
- ~~4. Sending, receiving, printing or otherwise disseminating proprietary data, trade secrets or other confidential information in violation of District policy, proprietary agreements or other contractual terms. Using District-owned data or work product for personal gain. Using District trademarks (e.g., name, logos), or branding without authorization from the Office of Communications.~~
- ~~5. Inappropriately sharing confidential information related to District business, including but not limited to, personnel actions, internal investigations, research material, or student information.~~

~~6. Any activity in violation of local, state, or federal law as it relates to the staff member's employment with the District, including, but not limited to, unprofessional remarks; destruction of District data or equipment; or accessing or sharing information in violation of HIPAA, FERPA, CIPA, or COPPA. This includes any activity that would cause the District to not be in compliance with state or federal law.~~

~~B. Personal Responsibility. When using non-District web pages and/or personal social media sites outside of the duties as a staff member of the District, staff shall consider the following:~~

- ~~1. For certificated staff, the District's Acceptable Use Policy and the State Standards of Professional Practice are always applicable.~~
- ~~2. District staff are responsible for all matters which they post or publish.—~~
- ~~3. All matters which may be posted or published, including photographs, must reflect high standards of professionalism and professional discretion, and shall not negatively or adversely impact relations with students, parents, other staff, or the community.~~
- ~~4. Staff shall not "friend" or "follow" students or parents on their personal Facebook pages or social media sites until the student has been graduated from the District.~~

~~IV. Not an Open or Public Forum~~

~~A. The District does not by this policy create or establish an open or public forum and reserves the sole and absolute right to determine the acceptable District web pages and approved social media sites.~~

~~B. The District reserves the right to monitor, review, and audit the use of District web pages and approved social media sites. The District further reserves the right to search District web pages and approved social media sites as part of any investigation into unauthorized use or prohibited or illegal conduct.~~

~~Violations of this policy may result in disciplinary action, including the ending of employment.~~

Personnel

District Internet Web and Social Media

I. Definitions

~~A. Social Media — is the collective of online communications channels dedicated to community-based input, online interaction, content sharing, and collaboration (e.g., websites and applications dedicated to forums, blogging, and social networking).~~

~~B. Approved Social Media Site — All social media sites must be approved by the Director of Technology for technical requirements and compliance issues. In addition, approved social media sites must have been reviewed and approved by the Director of Communications for use in student learning activities and teacher-parent-student communications about learning.~~

~~C. Professional Responsibility — The employee may use District-approved social media sites to support communication and/or instruction. Professional responsibility occurs when there is the presentation of oneself as a representative of the District or employee thereof, whose activities are job related and is subject to the District's policies, rules, procedures, and guidelines.~~

~~D. Personal Responsibility — the presentation of oneself in a manner that is outside professional responsibility in all comments, posting, etc. Personal responsibility encompasses that which is not job related.~~

II. Accountability

~~A. District employees who utilize web or social media sites in pursuit of their professional responsibilities are subject to the District's Acceptable Use Policy.~~

~~B. Each staff member who creates a web page or any part of a web page or supervises the creation of a web page or uses an approved social media site or any part of an approved social media site or supervises the creation of an approved social media site is responsible for the content and must inform the Superintendent/designee of the existence and the intent/purpose of the page prior to such web site or approved social media site being accessible on the Internet. This includes student-produced web pages and social media content.~~

~~C. Each web page or approved social media author or contributing web page and approved social media site author shall assume professional responsibility for the information being educationally appropriate, current, accurate (including having correct spelling and grammar), and adhering to District policies and rules. This includes students who author or contribute to the creation of a web page or approved social media site.~~

~~D. All District or building web pages and approved social media sites shall have a staff member who shall monitor and be responsible for approving the content of the information, which is accessible on each web and approved social media site.~~

~~E. Guidelines for web pages and the use of approved social media sites shall be established by the Superintendent or designee and shall be available to staff.~~

III. Professional Responsibility and Personal Responsibility

~~A. Professional Responsibility. When using District web pages and/or approved social media sites, staff may not engage in the following:~~

- ~~1. Simultaneously identify oneself as a District employee and send, solicit, or display materials that are offensive, including sexually oriented material, graphic depictions of violence, or material that offends or harasses on the basis of race, color, religion, national origin, gender, marital status, disability, or age.~~
- ~~2. Unprofessional communication that could negatively impact the District's reputation or interfere with the District's core mission, or unprofessional/inappropriate communication regarding members of the District's community.~~

~~3. Acting as a representative of the District, or acting in a way that would infer that one is a District representative or acting for and on behalf of the District when not authorized to do so (e.g., contacting the media or government officials with District e-mail, responding to complaints or questions about District business on Internet discussion groups, etc.).~~

~~4. Sending, receiving, printing or otherwise disseminating proprietary data, trade secrets or other confidential information in violation of District policy, proprietary agreements or other contractual terms. Using District owned data or work product for personal gain. Using District trademarks (e.g., name, logos), or branding without authorization from the Office of Communications.~~

~~5. Inappropriately sharing confidential information related to District business, including but not limited to, personnel actions, internal investigations, research material, or student information.~~

~~6. Any activity in violation of local, state, or federal law as it relates to the staff member's employment with the District, including, but not limited to, defamatory remarks; destruction of District data or equipment; or accessing or sharing information in violation of HIPAA, FERPA, CIPA, or COPPA. This includes any activity that would cause the District to not be in compliance with state or federal law~~

~~7.~~

~~B. Personal Responsibility. When using non-District web pages and/or personal social media sites outside of the duties as a staff member of the District, staff should consider the following:~~

~~1. For certificated staff, the District's Acceptable Use Policy and the State Standards of Professional Practice are applicable.~~

~~2. District staff are responsible for all matters which they post or publish.—~~

~~3. All matters which may be posted or published, including photographs, should reflect high standards of professionalism and professional discretion, and should not negatively or adversely impact relations with students, parents, other staff, or the community.~~

~~4. Staff should not "friend" students or parents on their personal Facebook pages until the student has been graduated from the District.~~

~~IV. Privacy~~

~~A. All reasonable steps shall be taken to insure that the use of the Internet or approved social media sites shall not abridge the right of privacy of students or staff as provided by law, including but not limited to FERPA, HIPAA, CIPA, and COPPA.~~

~~B. Staff may publish student photographs and first names (except for those students who have FERPA restrictions on file). Exceptions beyond first names may be made by the Superintendent or their designee, or the Principal or their designee, for other identifying information when special circumstances dictate (e.g., athletic contests, special achievements, student recognitions).~~

~~C. Student Directory Information (as described below) may be made available on District web pages in compliance with the District's policies and rules. Directory information appropriate for the web includes the following:~~

~~1. First and last name;~~

~~2. Current grade level;~~

~~3. Participation in officially recognized activities and sports;~~

~~4. Weight and height of members of athletic teams;~~

~~5. Degrees and awards received; and~~

~~6. Photographs~~

~~V. Not an Open or Public Forum~~

~~A. The District does not by this Rule create or establish an open or public forum and reserves the sole and absolute right to determine the acceptable District web pages and approved social media sites.~~

~~B. The District reserves the right to monitor, review, and audit the use of District web pages and approved social media sites. The District further reserves the right to search District web pages and approved social media sites as part of any investigation into unauthorized use or prohibited or illegal conduct.~~
~~C. Violations of this Rule may result in disciplinary action.~~

Community Relations

Board of Education Meetings

The board as a representative body of the district, wishes to provide an avenue for any citizen to express an interest in and concern for the schools. Accordingly, the public is cordially invited to attend board meetings.

Meetings of the board are conducted for the purpose of carrying on the business of the schools and, therefore, are not public meetings, but meetings held in public.

Portions of meetings may be held in closed session upon an affirmative vote of a majority of the voting members for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. All action, however, shall be taken in a public meeting.

In order that the board may fairly and adequately discharge its overall responsibility, citizens who wish to make requests, representations, or proposals to the board are requested to direct these to the superintendent of schools by the Wednesday prior to the regular monthly board of education meeting, who will deal with them according to rules adopted by the board. The intent of the rules is:

1. To allow everyone who wishes, a fair and adequate hearing.
2. To allow the superintendent of schools to take direct action, or to recommend action to the board, when policies have already been established by the board.
3. To minimize the possibility of the board's making ill-advised, illegal, or improper rulings due to hasty action in the absence of adequate information and study, especially when a policy does not exist, a change in policy is proposed, or an exception to policy is specifically requested.
4. To see to it that the time so devoted does not interfere with the fulfillment of the board's tasks.

Legal Reference	79-805	Board of education; meetings; when held;
	84-1410	publication of claims and summary of proceedings; exceptions closed session

Policy adopted: 8/14/17

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Board of Education Meetings

~~In accord with its policy confirming the right and desirability of the public expressing its point of view to the board, delegations or individuals are welcome at regular meetings, subject to the following regulations designed to expedite deliberations and provide for full consideration of problems and questions:~~

- ~~I. Matters concerning an individual school shall be discussed first with the principal of that school~~
- ~~II. If the problem cannot be resolved at the school, it shall then be brought to the superintendent of schools.~~
- ~~III. If the problem cannot be resolved with the superintendent of schools, it may then be presented to a committee of the board appointed by the president made up of no more than three board members.
 - ~~a. An appointment to meet with the board committee must be established in advance of the meeting.~~
 - ~~b. Questions and problems should be submitted in writing at the time of the request for an appointment.~~
 - ~~c. The person(s) requesting the meeting shall indicate whom they represent and shall be asked to comment on their questions or problems.~~
 - ~~d. The board committee will take questions and problems under advisement.~~
 - ~~e. The board committee shall report to the full board the matters presented at the meeting, and the board, upon consideration will take such action as it deems appropriate.~~
 - ~~f. If questions or problems relate to personalities, the board may go into closed session to receive such presentations.~~~~

Rule approved: 8/14/17

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Recognition of Contributions

Individuals or organizations who contribute to special projects within the Kearney Public School District (i.e. building or remodeling projects, major gifts of property, etc.) may be recognized at the discretion of the Kearney Board of Education and the Kearney Public Schools Foundation's board of directors in keeping with the nature and purpose of the project and the nature of the contribution. In addition to cash or personal property, contributions may include donations of materials, labor, talent, time, and/or expertise. The Kearney Public Schools Foundation is recognized as an appropriate tax-exempt charitable organization for receipt and management of such gifts.

All monetary or in-kind gifts to the Kearney Public Schools or Kearney Public Schools Foundation with a value of \$250 or more will be acknowledged with a letter verifying the tax deductibility of the gift in accordance with IRS regulations.

Gifts to School Employees

Gifts to employees from parents or students, with a monetary value in excess of \$100.00, are to be referred to the Kearney Public Schools Foundation for disbursement.

Students and patrons shall not in any way be encouraged to give personal gifts to school personnel. If gifts are offered, school personnel should minimize such acts and not give publicity or public recognition to such gifts or publicly praise the donor.

Gifts by School Employees

Gifts to students by their teachers or other employees who serve the student as part of their employment are not to be made in compliance with the District's Professional Boundaries Policy. Exceptions may be allowed with prior administrative approval.

Community Relations

Parent/Teacher Associations

The board looks upon school-community associations such as the PTO as integral parts of the school community which can aid substantially in promoting a quality educational program.

Among the many services which such associations can offer, the board especially endorses any assistance which they can give in providing volunteer services in our schools.

The board encourages active support of and cooperation with school-community associations by teachers and other employees.

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Parent and Community Engagement

The Kearney Public Schools believe that parent involvement is necessary in order to develop a total learning community for students of all ages. When parents are involved in their children's education, children, parents, educators, and the community as a whole benefit.

The Kearney Public Schools, with involvement of parents, may develop and implement further regulations consistent with the legal requirements of the state and the goals of the school district. An annual review of these parent and community involvement policies will be conducted by the Board of Education to alter or reaffirm the policy following a public hearing.

Community Relations

Annual Parental Notification of Student Privacy Protection Policy

The District shall provide parents with reasonable notice of the adoption or continued use of this policy and other policies related to the student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

Notification to Parents of Dates of and Right to Opt-Out of Specific Events

The District shall directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

1. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information);
2. Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy;
3. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parent opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act).
4. Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities. In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive

Any survey containing one or more of the following matters shall be deemed to be sensitive for purposes of this policy:

1. Political affiliations or beliefs of the student or the student's parent;
2. Mental or psychological problems of the student or the student's parent;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Critical appraisals of other individuals with whom the student has close family relationships;
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;

- 7 Religious practices, affiliations, or beliefs of the students or the students' parent;
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Mental Health Assessment or Service

The District shall obtain informed consent from the parent of each child who is under 18 years of age to participate in any mental-health assessment or service that is funded under the Every Student Succeeds Act ("ESSA"). Before obtaining the consent, the District shall provide the parent written notice describing in detail such mental health assessment or service, including the purpose for such assessment or service, the provider of such assessment or service, when such assessment or service will begin, and how long such assessment or service may last.

Legal Authorities: Every Student Succeeds Act
 Protection of Pupil Privacy Amendment, 20 U.S.C. Sec. 1232h and 34 CFR Part
 98;
 Family Educational Rights and Privacy Act, 20 U.S.C. Sec.1232g;
 Neb. Rev. Stat. Sec. 79-530 to 79-533

Rule approved: 8/14/17
revised: 6/9/25
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Complaints Concerning School Personnel/Media/Instructional Materials

School Personnel

Constructive criticism of the school is welcome through whatever medium when it is motivated by a sincere desire to improve the quality of the educational program and to equip the school to perform its task more effectively.

The board places trust in its employees and desires to support their actions in such a manner that employees are freed from unnecessary, spiteful, or negative criticism and complaints.

The administration has established procedures for handling complaints when they are received and complaint forms are available at the Administration Building.

Instructional Materials

It is recognized that opinions differ concerning appropriateness of instructional materials. Occasionally an individual or group may find instructional materials used in the schools in conflict with their views.

The administration has established procedures for handling any such complaints when they are received. Any person who desires to file a complaint should contact the superintendent to obtain these procedures.

Community Relations

Civil Conduct of Public & Employees

It is the intent of the school board to promote mutual respect, civility, and orderly conduct among district employees, parents, and the public. It is not the intent of the school board to deprive any person of his or her right to freedom of expression or concern with anything that pertains to the operation of the Kearney Public Schools. The intent of this policy is to maintain, to the greatest extent reasonably possible, a safe, harassment-free workplace for teachers, students, staff, administrators, parents, or other members of the community. In the interest of portraying teachers and other employees as positive role models for the students, the school board encourages positive communication and discourages volatile, hostile, abusive or aggressive communications or actions.

1. Expected level of behavior:
 - School and district personnel will treat parents and other members of the public with courtesy and respect.
 - Parents and visitors will treat teachers, administrators and other district employees with courtesy and respect.
2. Unacceptable disruptive behavior:
 - Disruptive behavior includes, but is not limited to: behavior which interferes with or threatens to interfere with the operation of a classroom, an employee's office or office area, areas of a school or facility open to parents and guardians and the general public.
 - Using loud and/or offensive language, swearing, cursing, or display of temper.
 - Threatening to do bodily or physical harm to a teacher, school administrator, school employee, or student, regardless of whether or not the behavior constitutes or may constitute a criminal violation.
 - Damaging or destroying school property.
 - Any other behavior that disrupts the orderly operation of a school, classroom, or any other school facility.
 - Abusive, threatening, or obscene e-mail or voice mail messages or other forms of communication.
3. Parent recourse:
 - Any parent who believes he/she was subject to unacceptable/disruptive behavior on the part of any staff member should bring such behavior to the attention of the staff member's immediate supervisor.
4. Authority of school personnel:
 - Authority to direct any person(s) to leave a school or school premises:
Any individual who (1) disrupts or threatens to disrupt school or school district operations; (2) threatens or attempts to do or does physical harm to school personnel, students, or others lawfully in or on school premises; (3) threatens the health or safety of students, school personnel, or others lawfully in or on school premises; and, (4) intentionally causes damage to school property or property of others lawfully on a school campus or school activity premises;

uses loud or offensive language or who, without authorization, comes on a school premise or facility, may be directed to leave the school premise or facility. The school principal, assistant principal, or in their absence a person who is lawfully in charge of the school, any district level administrator, including the superintendent of schools, any executive office director, or a facility security officer, or school resource officer. If the person refuses to leave the facility or premises as directed, the administrator or other authorized personnel shall seek the assistance of law enforcement and request that law enforcement take such action as is deemed necessary.

Authority to deal with persons who are verbally abusive:

If any member of the public uses obscenities or speaks in a demanding, loud, insulting, and/or demeaning manner, the employee to whom the remarks are directed shall calmly and politely warn the speaker to communicate in a civil manner. If the verbal abuse continues, the employee to whom the remarks are directed may, after giving appropriate notice to the speaker, terminate the meeting, conference, or telephone conversation. If the meeting is in or on school premises, any employee may request that an administrator or other authorized person direct the speaker to promptly leave the premises. If the person refuses to leave, the administrator or other authorized personnel shall seek the assistance of law enforcement and request that law enforcement take such action as deemed necessary. If the employee is threatened with personal harm, the employee may contact law enforcement.

Students

Firearms

It shall be the policy of the Kearney Public Schools to undertake all reasonable efforts to prohibit the unlawful possession, the knowingly and intentionally selling, attempting to sell, providing, loaning, delivering, or in any other way transferring the possession of a firearm to a juvenile, and to prevent the unlawful possession of a firearm, including concealed firearms, in a school, on school grounds, in a school owned vehicle, or at a school sponsored activity or athletic event. When on duty or training, or when contracted by a school to provide school security or school event contract services, this policy shall not apply to the issuance of firearms to or possession by members of the Armed Services of the United States, active or reserve, National Guard of the State, or reserve officers training corp peace officers, off duty cops, or other duly authorized law enforcement officers. Further, nothing in this policy shall be construed to require school action when a firearm is lawfully possessed by a person receiving instruction, or instruction under the immediate supervision of an adult instructor, or as to firearms contained within a private vehicle operated by a non-student adult when the firearm is not loaded, is encased, and is either in a locked firearm rack that is on a motor vehicle or is in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied or otherwise fastened with no part of a firearm exposed.

Any unlawful use or possession of a firearm, including concealed firearms, as described in this policy and as described by statute shall as soon as is reasonably possible be reported to an appropriate peace officer. Nothing in this policy shall be construed to prevent the district from carrying out regular disciplinary procedures as have been adopted by the Board of Education or as otherwise authorized by law.

Legal Reference: Neb. Rev. Stat. Sec. 28-1204.04

Policy adopted: 8/14/23

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

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), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude individuals from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program

A ban on all tobacco use will be the policy on all Kearney Public Schools property, ~~and in~~ all school-owned vehicles, and at all Kearney Public Schools activities. 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.

All rules and regulations which deny student use of tobacco, both inside buildings and on school grounds, remain in force. Appropriate signs will be placed at the entrances of buildings and other appropriate locations, advising all persons that our buildings and grounds are a tobacco-free environment.

Employees and visitors are expected to honor the tobacco-free environment policy. The school district will provide information to employees concerning tobacco use cessation programs. All employees are responsible for monitoring compliance with the tobacco-free policy. This does not preclude adults from wearing non-visible nicotine patches or using nicotine gum without displaying the product container, as part of a smoking cessation program.

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

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

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~~ all designated youth groups organizations as defined by federal regulations. 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.

Dr. 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 Peticcoat 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 President.}~~

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 employees⁷ 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.

~~1340-1200 (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: 8/11/25
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Designation of ADA and 504 Coordinator

Kearney Public Schools does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

The Superintendent shall either coordinate or designate one or more persons to coordinate Kearney Public School's compliance with the requirements of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended (ADA and Section 504).

The Coordinator shall take such actions as required to maintain compliance with such laws; to provide information concerning such laws and their applicability to the services, programs, or activities of the District; and to resolve any complaints or grievances related to alleged non-compliance by the District with such laws.

In the event an employee has a disability and is in need of a reasonable accommodation to perform the employee's duties or to otherwise receive benefits and privileges of employment equal to those enjoyed by similarly-situated employees without a disability, the employee is to inform their supervisor and request a meeting with the ADA Coordinator to discuss the provision of reasonable accommodations.

In the event a student has a disability and needs or is believed to need special education or related services, the 504 Coordinator shall initiate the 504 evaluation and accommodation process.

The Board of Education has adopted a plan regarding the accessibility requirements of persons with disabilities who use school facilities as required by the ADA and Section 504. Members of the public may review the accessibility plan by contacting the Superintendent at the school's administrative offices. Comments or complaints regarding the accessibility of district facilities shall be made to the Superintendent for resolution.

Legal Reference: Americans with Disabilities Act of 1990 (ADA)
 Section 504 of the Rehabilitation Act of 1973 (Section 504)

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

ADA and Section 504 Grievance Procedure

The following grievance procedure shall be used for resolution of complaints of alleged violations of the Americans with Disabilities Act of 1990 (ADA) or Section 504 of the Rehabilitation Act of 1973:

- 1) Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
- 2) Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
- 3) Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
- 4) The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
- 5) The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
- 6) In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).
- 7) A decision on the request for reconsideration shall be made within ten (10) days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within thirty (30) days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances

Legal Reference: Americans with Disabilities Act of 1990 (ADA)
Section 504 of the Rehabilitation Act of 1973 (Section 504)

Rule approved: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Title IX

Kearney Public Schools, in response to federal and state regulations for Title IX of the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education, hereby adopts and re-affirms the following policy:

- 1) The Board of Education affirms its intent to comply with provisions of Title IX regulation implementing the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education.
- 2) The publication of this statement re-affirms the District's efforts to comply with the Title IX regulations to inform citizens of non-discriminatory practices in the dissemination process.
- 3) The Board of Education hereby affirms its intent to adopt and publish grievance procedures providing for prompt and equitable resolution of written complaints. Such guidelines shall be developed as part of the administrative procedures, and such forms as needed shall be developed and made available to the public.
- 4) The Board of Education will implement specific and continuing steps to notify the public of its intent for compliance with nondiscriminatory practices. Self-evaluation and a continual assessment of the educational program will be implemented through regular administrative procedures.
- 5) Pursuant to this intent the Board of Education, as of this date, appoints the board policy committee to address these issues, as needed.

Legal Reference: Title IX

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Title IX--Procedure For Informal/Formal Hearing

In accordance with Title IX, the Board of Education of Kearney Public Schools, hereby re-affirms the following procedures for handling complaints alleging a violation of Title IX, a federal law which prohibits sex discrimination in any educational program receiving federal financial assistance.

Procedure:

- 1) A written complaint must be presented to the Superintendent, or the Superintendent's designated representative(s) on a form available at the school office.
- 2) The Superintendent or the designated representative(s) may request an informal conference to present information relative to the complaint, or to request further information relative to the specific nature of the complaint.
- 3) If the complaint is not resolved in the first informal conference an informal hearing will be arranged at the convenience of both parties.
- 4) The Superintendent or the designated representative(s) will plan the details of the hearing based upon the nature of the complaint and the number of persons involved. This hearing will be conducted by a Hearing Officer designated by the Superintendent or by the Board of Education.
- 5) The complainant will be notified in writing of the time and place of the hearing.
- 6) Witnesses and/or advisors may be called by either party within limits established by the Hearing Officer.
- 7) Upon completion of this hearing, the Hearing Officer will make a report in writing to the Superintendent within ten (10) school days of conclusion of the hearing, with a copy to the complainant. The Superintendent shall within five (5) school days determine whether to accept the recommended action of the Hearing Officer and notify the complainant of the Superintendent's decision. The complainant shall within five (5) school days notify the Superintendent whether the complainant accepts the decision; failure to identify any points of the decision with which the complainant does not agree shall be considered to be acceptance of the decision or the points with which the complainant has not identified disagreement.
- 8) If the above process does not resolve the complaint, an appeal may be made to the Board of Education through the Superintendent by filing a notice of appeal with the Superintendent within ten (10) school days of the Superintendent's notification.

Form For Filing Complaints

Buffalo County School District 10-0007
Kearney Public Schools
320 West 24th Street
Kearney, Nebraska 68845

Date:

Person Making Complaint:

Address:

Phone:

(1) Name of child or person who you believe to have been unlawfully harassed:

_____.

(2) Statement of facts detailing date and manner in which child or person was harassed:

_____.

(3) Names of witnesses to the harassment:

_____.

(4) Relief requested (what I want done in response to this request):

_____.

The undersigned states: I have a reasonable belief that the facts in this complaint are true and accurate, I am familiar with the School District's Title IX and anti-discrimination grievance and complaint procedures, and I give permission for an investigation to be made into this complaint.

Signature: _____

Received by: _____

Date: _____

Legal Reference: Title IX

Rule approved: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

1340.21(a)
4002.12 (AE)(a)
5401.1(a)

~~Title IX—Procedure for Complaints of Sexual Harassment~~

~~A. —Complaint Procedure—Generally~~

~~Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees, or students, who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:~~

- ~~1. —Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.~~
- ~~2. —For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.~~
- ~~3. —Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.~~
- ~~4. —For student reporters, contact any teacher, counselor, administrator, or the Title IX Coordinator.~~
- ~~5. —Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:~~

~~Title IX Coordinator Information:
Mrs. Melissa Herrmann, Human Resources Director
Kearney Public Schools
320 West 24th Street
Kearney, NE 68845
melherrmann@kearneycats.com
308-698-8011~~

1340.21(b)
5401.1(b)
4002.12 (AE)(b)

~~2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the "Formal Complaint" process.~~

~~The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.~~

~~With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.~~

B. Formal Complaint Process

~~The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.~~

~~1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs.~~

~~The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual's participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District's education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.~~

~~2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.~~

~~3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.~~

~~4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.~~

~~If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.~~

~~The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.~~

~~5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint 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 Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.~~

~~The Investigator will also aim to collect all tangible evidence relevant to the investigation.~~

~~The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.~~

~~(A) Neutrality: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.~~

~~The District shall ensure that Title IX Coordinator, Investigator, Decision Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.~~

~~(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:~~

- ~~i. Providing the parties with the opportunity to present witnesses and provide evidence.~~
- ~~ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.~~
- ~~iii. A consideration of various factors, including: (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.~~
- ~~iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.~~

~~(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.~~

~~The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.~~

~~(D) *Conclusion of Investigation*: Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the "Draft Investigative Report." The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider.~~

~~Responses may not be submitted by the parties' Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator's summary of the parties' interviews, suggestions for additional investigation, or additional information not known at the time of the interviews.~~

~~Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties' responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.~~

- ~~6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties' relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.~~
- ~~7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:
 - ~~a. Identification of the allegations potentially constituting sexual harassment;~~
 - ~~b. A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;~~
 - ~~c. Findings of fact supporting the determination;~~
 - ~~d. Conclusions regarding the application of each recipient's code of conduct to the facts;~~
 - ~~e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and~~
 - ~~f. The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.~~~~

~~The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.~~

- ~~8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.~~

~~The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).~~

1340.21(f)
5401.1 (f)
4002.12 (AE)(f)

C. Appeals

~~If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:~~

- ~~1. Procedural irregularity that affected the outcome of the matter;~~
- ~~2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and~~
- ~~3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.~~

~~The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.~~

~~Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.~~

~~The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of, or challenging the outcome.~~

~~The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.~~

D. Informal Resolution

~~If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:~~

- ~~a. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;~~
- ~~b. The parties' voluntary, written consent to the informal resolution process; and~~
- ~~c. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.~~

1340.21(g)
5401.1 (g)
4002.12 (AE)(g)

E. ~~Record Keeping~~

~~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 for a period of seven (7) years.~~

~~Legal Reference: Title I~~

~~Policy adopted: 9/14/20 KEARNEY PUBLIC SCHOOLS~~
~~revised: 7/11/22 Kearney, Nebraska~~

Community Relations

Public Performances by Students

Participation in community celebrations, patriotic observances, or other special events, by bands, choral groups, athletics teams, or other student groups, is recommended by the board as a means for establishment of positive relations between the school district and the community. The use of school groups to promote partisan politics, sectarian religious views, or non-philanthropic money-raising activities is not approved.

~~School principals are urged to cooperate with any group or groups having promotion of the welfare of the youth of the community as their purpose, provided that youth of every race, religion, nationality, and socio-economic situation benefit equally.~~

Authority to approve participation in events of the nature described in the above paragraph is delegated by the board to the superintendent.

Community Relations

Gifts to Students

~~The acceptance of trophies, prizes or awards from persons or organizations not connected with the schools is not approved unless such acceptance conforms to the policy of the board and the corresponding administrative regulations providing for awards for distinguished success in any school activity.~~

~~All trophies, prizes, or awards from persons or organizations for High School athletic purposes must conform to NSAA rules.~~

Legal Reference 79-709 School work; annual exhibits; how conducted; premiums

Community Relations

Fund-raising

The Kearney Public Schools Board of Education recognizes a desire and need for ongoing fund-raising support in the district. The Board also recognizes the need for scrutiny to prevent fund-raising activities from becoming too numerous and overly demanding on students, employees, and the general public.

Fund-raising is the selling of a product, providing a service or activity, or requesting donations of any kind. Nebraska law allows qualifying non-profit organizations to conduct lotteries with gross proceeds not greater than \$1,000 or raffles with gross proceeds not greater than \$5,000. An organization that is recognized as a non-profit corporation under Section 501 of the Internal Revenue Code is defined as a qualifying non-profit organization. The organization's proceeds must be used for charitable purposes and cannot be used to influence legislation or engage in political activity.

Student Organization Fund-raising

Staff shall educate students in the services performed by humanitarian agencies, and shall encourage students to participate in their financial support as a social and community project, but no fund-raising drives are to be conducted by non-school agencies or for non-school activities among the student population. Students may engage in raising funds, under the control of school officials, for certain approved student activities, provided the project has the approval of the principal of the school involved. Students or student groups desiring to raise money through fund drives in one form or another will present their written requests to the building principal for their approval.

Fundraising by Outside Organizations.

Outside organizations are non school-funded groups such as parent/teacher organizations, sports booster groups, and commercial enterprises that provide supplementary services to existing school entities. Outside organizations are separate and apart from the School District. Any fundraising activities at school by outside organizations must receive prior approval from the school administration.

Independent sales consultants may not use schools as a source of sales, even if the consultant intends to donate a portion of the funds raised to the school. An independent sales consultant includes individuals who operate as a franchisee for businesses that sell products such as food storage containers, cosmetics, etc.

Charitable Giving Campaigns.

A charitable giving campaign is fundraising conducted for the purpose of providing money for a charitable cause not directly related to any District goal. Purposes for which such a campaign may be permitted include fundraising for student scholarships or student exchange programs, to assist families within the District who have experienced a catastrophe, or to fund community projects.

Any fund-raising activity conducted by any such organization using [Name] Public Schools' facilities or using the District's name in solicitation of donations must have prior approval of the [Name] Board of Education. If the request is approved, the organization shall include a statement that the [Name] Public Schools is not endorsing the organization or campaign and has no affiliation with the event.

District funds cannot be used to off-set, front-fund, or pre-pay expenses for any charitable giving campaign. A charitable giving campaign shall not be permitted to conduct fundraising among the student population.

Sales Outside of Fund Raising.

Other than those fund raising activities authorized and approved under this policy, the selling of goods and services is prohibited on District property without the prior approval of the Superintendent or designee.

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

1353 ~~(a)~~

Community Relations

Fund-raising

Fund raisers are categorized as:

- ~~IV~~.I. School Building Activities - e.g. dances, carnivals, book fairs, food sales, suppers, concessions, raffles, split the pot, etc.
- ~~V~~.II. Commissions - school pictures, vending machines, K-Cards, box tops/labels, restaurant nights, Target, etc.
- ~~VI~~.III. Activities in conjunction with private fundraising companies - magazines, frozen food, etc.
- ~~VII~~.IV. Sanctioned Parent Support Organization/PTO Activities
- ~~VIII~~.V. Philanthropy/Service activities – e.g., Jump Rope for Heart, Adopt-a-Park, Canned Food Drive, Pennies for Leukemia, etc.

Restrictions on fundraising categories are: (see above)

For middle schools and Kearney High School:

- Category I - No restrictions
- Category II - No restrictions
- Category III - One per school/per year/per sanctioned activity group, sanctioned parent activity support group, or grade-level student or support organization
- Category IV - Must be under the building principal's supervision
- Category V – As approved by the building principal or activities director

For elementary schools:

- Category I – No restrictions
- Category II – No restrictions
- Category III – One per school per year
- Category IV – Must be under the building principal's supervision
- Category V – As approved by the building principal

Student Organization Fund-raising –

Student organizations are groups that are sponsored by the district and approved by the Board of Education. They are designed to provide opportunities for students to participate, on an individual or group basis, in school and public events for the improvement of skills. Student organizations are directed or supervised by school district staff.

1. Approval Criteria –

Student organization fund-raising activities are to be considered for approval based on the following criteria:

- A. The project will be fun and safe for students
- B. Students will not be exploited for sectarian, political, or commercial purposes

- C. The project will accomplish the goals for the fund-raiser without undue risk of financial loss
- D. The project will be consistent with the mission and goals of the school district and the student organization
- E. The number of fund-raisers run by the particular student organization and within the school and the district within the last 12 months
- F. The project meets all legal requirements

2. Food Sales –

The sale of foods as a fund-raiser is subject to the district's School Wellness Policy.

3. Safety Considerations –

The district does not sponsor activities involving driving vehicles unless a school employee or sponsor or a responsible adult is driving.

Projects that involve door-to-door sales will not be approved for student participants.

4. Non-Approved Activities –

The following activities may not be approved for student group fund-raising activities: raffles, lotteries, car bashes, direct solicitation of money, and slave days.

5. Contracts –

Teachers, coaches and sponsors are not authorized to sign contracts for the procurement of items to be sold or used in student organization fund-raisers. Any contract that obligates school funds shall be submitted to the building principal for approval and execution.

6. Purchases –

All purchases related to student organization fund-raisers are to be made in the school district's name. Deliveries of fund-raising items for sale shall be made to the school building, not to personal addresses. Items shall be kept in a secure place to avoid theft. Items which are overpriced or are of a controversial nature to the school will be rejected. Items which are in direct competition with local businesses shall be avoided, where practicable.

7. Money Handling –

All funds collected must be given by the fund-raiser sponsor intact to the building principal or designee for deposit into the school district depository account no later than the next school day, following receipt. Funds may not be deposited into personal accounts and may not be taken home.

8. Inventory –

The fund-raiser sponsor shall maintain an inventory of items related to the project. Upon completion of the project, unsold items may not be given away. The items shall be returned to the vendor for credit, sold at reduced prices in a clearance sale, or kept for sale in a future student organization fund-raising event.

9. Disbursement of Fund-raising Proceeds –

Fund-raising proceeds shall be disbursed to and used by the student organization for the purposes for which the project was initiated.

Proceeds from fund-raisers will have a defined educational and/or capital improvement purpose as determined by the building principal. Direct donations of cash directly to individual staff members for personal use are prohibited. Any disbursement of the proceeds received from fundraising activities must receive prior approval of the building principal or activities director. Any use of fundraising money or donated goods for capital improvement expenditures (e.g. permanently affixed, landscaping, alarm systems, sprinkler systems) needs to have the superintendent's or his/her designee's approval prior to a decision to proceed with the project and must conform to district-wide equipment specifications or guidelines.

10. Records –

The fund-raiser sponsor shall submit all records related to the fund-raising project at the conclusion of the project. The records to be maintained and submitted include: fund-raiser approval, purchase order or procurement card receipt, invoices, packing slips, student checkout sheets, deposit receipts, inventory of merchandise, and records of credit or receipt for returned merchandise.

11. Student Conduct –

All students who participate in approved fund-raising activities are expected to represent the school, the student organization, and the community in a positive manner. All rules pertaining to student conduct and student discipline extend to student fund-raising activities. Kearney Public Schools students will not participate in or be present at any fund-raiser that involves the sale or promotion of alcohol or tobacco.

If a donation of cash or equipment is offered to a staff member for a school organization or the school district, the coach or sponsor shall refer the intended donor to the building administration. If the donor insists on giving the cash or equipment immediately, the staff member shall turn the donation over to the building principal immediately upon receipt.

Coaches or sponsors who also coach, manage or otherwise participate in club teams or similar non-school organizations must clearly separate any student organization fund-raising from fund-raising activities for their club team. Such individuals who receive donation offers must request that the donor be very clear as to whether the donation is intended for the student organization or the club team.

Fund-raising by Outside Organizations

~~Outside organizations are non-school-funded groups such as parent organizations, sports booster groups, and commercial enterprises that provide supplementary services to existing school entities. Outside organizations are separate and apart from the school district. Decisions on fund-raising activities and the expenditure of fund-raising proceeds should involve consultation with the school administration, assuring that purchases will positively impact the education or activities of students.~~

~~Independent sales consultants may not use schools as a source of sales, even if the consultant intends to donate a portion of the funds raised to the school. An independent sales consultant includes individuals who operate as a franchisee for businesses that sell products such as food storage containers, cosmetics, accessories, cookware, etc.~~

Charitable Giving Campaigns

~~A charitable giving campaign is fund-raising conducted for the purpose of providing money for a charitable cause not directly related to any District goal. Purposes for which such a campaign may be permitted include fund-raising for student scholarships or student exchange programs, to assist families within the District who have experienced a catastrophe, or to fund community projects. If a fund-raising request is approved, the organization shall include a statement that the Kearney Public Schools is not endorsing the organization or campaign and has no affiliation with the event. District funds cannot be used to offset, front-fund, or pre-pay expenses for any charitable giving campaign. A charitable giving campaign shall not be permitted to conduct fund-raising among the student population.~~

Rule approved: 8/14/17
revised: _____

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Advertising and Promotion

Except as may be expressly authorized by the Board of Education or Superintendent, no employee of the Kearney Public Schools shall:

1. Permit any commercial advertising to be announced, distributed, or otherwise promoted in or through the school.
2. Permit the solicitation or collection of subscriptions or contributions from pupils or their parents in or through the schools.
3. Endorse a specific brand product, or recommend, prescribe, or suggest that students use performance enhancing products, including dietary supplements which are intended to be ingested, inhaled, or injected.

Legal Reference: 79-1272

Teachers; solicitation by agents prohibited; exceptions

Policy adopted: 08/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Student Production of Goods and Services

Students may produce services and materials for community organizations or groups only to the extent that such production furthers such students' educational development. Care must be exercised by the administration in interpreting this policy to avoid pupil exploitation. Such activity is to be authorized by the building principal and supervised by assigned staff.

Community Relations

Use of Buildings

All groups whether of school or community origin that wish to utilize school facilities must follow the procedures outlined in the Kearney Public Schools- Facilities Use Handbook and fill out a Facility Request form.

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Use of School Facilities: ~~Student Groups and Boy Scouts~~ Designated Youth Organizations

1. Access by Youth Organizations. The District will allow, upon request, a representative of a recognized youth organization to provide: (1) oral or written information to students regarding the youth organization and how such youth organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship; and (2) services and activities to any student who is a member of such youth organization. A "recognized youth organization" is limited to those group listed in 36 U.S.C. Subtitle II, Part B. Each requesting youth organization will be permitted to provide information at school at least once during each school year. The administration will make a good faith effort to find a mutually agreeable date, time, and location for each requesting youth organization, though the administration shall have the ultimate authority to select the date, time, and location for any requesting youth organization. Under no circumstances will any requesting youth organization be permitted to provide oral information to students during instructional time, unless previously approved by the Superintendent or Superintendent's designee. Every representative from a requesting youth organization must submit to, at the organization's cost, a background check. The Superintendent or Superintendent's designee may refuse to allow an individual to be on school grounds if the individual's background check discloses a prior felony conviction or if, in the Superintendent's discretion, the background check otherwise reveals concerns about student safety. Nothing in this Paragraph preempts or undermines any provision of the District's Parental Involvement Policy.
2. Equal Access to Student Groups. In the event any of the secondary schools (grades 6-12) have a limited open forum as defined in the Equal Access Act, such school(s) shall not deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. A limited open forum for this purpose exists if the secondary school grants an offering to or opportunity for one or more non-curriculum-related student groups to meet on school premises during non-instructional time.

All such student meetings at school are subject to the following requirements:

- a. The meeting must be voluntary and student-initiated;
- b. There must be no sponsorship of the meeting by the school or its agents or employees;
- c. Employees or agents of the school are present at religious meetings only in a non-participatory capacity;
- d. The meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- e. Non-school persons may not direct, conduct, control, or regularly attend activities of the student group.

The administration shall in all respects maintain the District in compliance with the Equal Access Act.

3. Equal Access to ~~Boy Scouts~~ Designated Youth Groups. If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall not deny equal access or a fair opportunity to meet to, or discriminate against, any group ~~officially affiliated with the Boy Scouts of America. The same principles apply to any other youth group~~ listed in Title 36 of the United States Code as a "patriotic society." ~~The administration shall in all respects maintain the District in compliance with the Boy Scouts of America Equal Access Act.~~

~~1364 1101 (b)~~

The use of school facilities for student meetings ~~and Boy Scouts~~ as provided above shall be subject to the same provisions as other community, non-school groups and may be required to complete a facility use application as and to the same extent as other non-curriculum related student groups (in the case of student meetings) and other outside youth or community groups. ~~(in the case of the Boy Scouts).~~

Legal Reference: 20 U.S.C. §§ 4071-4074 (Equal Access Act)
20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act) & 34
CFR Part 108
LB 705, § 126
79-297

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

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Trespassing

Restrictions on the use of school buildings and grounds may be implemented by administrative action. The Board gives all district and building administrators and their designees full power and authority to implement and enforce restrictions on access to school property and to issue no trespassing commands and stay away/no trespassing letters. Such action shall be taken consistent with constitutional and other legal rights.

All district and building administrators and their designees shall have full power and authority to direct any individual or group, or members of the media, to leave school grounds and stay away where such individual or group has:

1. Failed to comply with identification or check-in procedures,
- ~~1-2.~~ Registered as sex offender;
- ~~2-3.~~ Are determined by such administrators or designees to not have a legitimate school purpose to be on school grounds, or
- ~~3.~~ ~~4.~~ Are determined by such administrators or designees to present a risk to the safety of building users or a risk of disruption to the educational program, ~~including without limitation, registered sex offenders.~~

A refusal to leave or stay away as directed will be considered trespassing and shall be reported by the administrators or their designees to proper law enforcement authorities.

Legal Reference: Neb. Rev. Statute 28-520 – 28-522

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Comfort and Therapy Animals

Comfort animals, therapy animals, or other animals intended for the comfort of an individual will not be permitted on District property.

No person may bring an animal onto District property unless they have received prior written permission from the Superintendent's Office.

Service Animals

The District will allow service animals onto District property when required by law. Only service animals that are legally required will be permitted on District property.

Individuals who believe that they are permitted by law to bring a service animal onto District property must receive prior written permission from the Superintendent's Office.

1. Definition of Service Animal

A service animal is a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals are not service animals for the purposes of this definition, though miniature horses are in certain circumstances entitled to similar treatment.

An individual may be required to specify what tasks the service animal has been trained to perform to accommodate the individual's disability.

The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks that a service dog may perform to meet this definition include:

- Navigation: assisting individuals who are blind or have low vision with navigation and other tasks,
- Alerting: alerting individuals who are deaf or hard of hearing to the presence of people or sounds,
- Protection: providing non-violent protection or rescue work,
- Pulling: pulling a wheelchair,
- Seizure: assisting an individual during a seizure,
- Allergens: alerting individuals to the presence of allergens,
- Retrieving: retrieving items such as medicine or the telephone,
- Physical support: providing physical support and assistance with balance and stability to individuals with mobility disabilities, and
- Interrupting behaviors: helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

Work or tasks that are excluded from meeting the definition are:

- Guard dogs: the crime deterrent effects of an animal's presence and
- Companion dogs: the provision of emotional support, well-being, comfort, or companionship.

2. Permit Presence of Service Animals

An individual with a disability shall be permitted to be accompanied by his or her service animal in all areas where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go. A bona fide trainer of a service animal also has the right to be accompanied by such animal in training. The individual may not be required to pay an extra fee for the service animal to attend events for which a fee is charged.

Service animals may be excluded from school premises if:

- a. The service animal is out of control and the service animal's handler does not take effective action to control it;
- b. The service animal is not housebroken; or
- c. The presence of the service animal poses a direct threat to the health or safety of others. To determine whether a "direct threat" exists, an "individualized assessment" is to be made to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

Control of the Service Animal

The service animal must be under the control of its handler. In most cases, the dog must have a harness, leash, or other tether. The service animal does not need to be on a leash, however, if the handler is unable because of a disability to use a leash. A leash is also not required if it would interfere with the service animal's safe, effective performance of work or tasks. If either of the leash exceptions applies the service animal must be under the handler's control via voice control, signals, or other effective means.

3. Responsibility for Care or Supervision

The school district is not responsible for the care or supervision of the service animal. The individual with the service animal shall be liable for any damage done to the premises or facilities or to any person by such animal.

4. Inquiries

When addressing a service animal matter, staff shall not ask about the nature or extent of the person's disability.

Staff may not ask questions about the dog's qualifications as a service animal when it is readily apparent that the dog is trained to do work or perform tasks for an individual with a disability. Examples include where the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability.

Where it is not readily apparent that the dog qualifies as a service animal, staff may ask if the dog's presence is required because of a disability and what work or task the dog has been trained to perform. Staff may ~~not~~ require documentation, such as proof that the dog has been certified, trained, or licensed as a service animal.

5. Determination

The determination of whether or not an animal is considered a service animal under ADA regulations or is considered a comfort/therapy animal will rest with the Superintendent or his/her designee. A determination decision will be provided in writing to anyone who requests to have a service animal on district property by either the Superintendent or his/her designee. Any appeal to a determination decision made by the Superintendent or his/her designee will be made with the Board President.

Legal Reference: Americans with Disabilities Act of 1990 (ADA), 28 CFR §28.104 and §35.136; Section 504 of the Rehabilitation Act of 1973 (Section 504); and Neb. Rev. Stat. §§20-126.01 and 20-127

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

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

1370

Community Relations

Access to School Procedures and Materials

~~Ideas, operating procedures, records and publications developed in or for the school district shall be made available to outside non-profit or profit organizations for use or distribution when such use or distribution will reflect favorably upon the school district and the community. No outside organization shall be granted exclusive access to or control over the material made available to it.~~

Policy adopted: 8/14/17

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

1380

Community Relations

Senior Citizen Benefits

A free season ticket to school events shall be available for senior citizens of this school district who are residents and are 65 years of age or over. It shall not be transferable, but valid only for the person to whom it is issued.

The senior citizen pass shall entitle the authorized person to free admission to Kearney Public Schools home athletic events and, when offered, reduced prices at musical events and dramatic presentations.

The senior citizen pass will be available at the administrative offices.

Policy adopted: 8/14/17

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Relations with Federal Government

Funds for educational purposes made available by the federal government will be accepted by the school district so long as the conditions of their availability are in harmony with the purposes and policies of the district and of the state statutes.

Legal Reference:	79-319	State Board of Education; authority; powers.
	79-1054	Federal Education Finance Act; acceptance by State of Nebraska
	81-910	Department of Education; assist public schools; secure funds, services, commodities and equipment

Policy adopted: 8/14/17

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Community Relations

Relations with Area, State, Regional and National Associations and the Schools

The board supports the concept of membership for this school district in associations which will enable our schools to benefit from cooperative development and supervision of our educational program.

The board, in entering into any such membership, recognizes and agrees that any administrative or legal action contemplated by the board in the name of the schools must conform to the published policies, rules and regulations of the association.

If conflict between the policies, rules and regulations of this school district and those of any association in which this district maintains membership should arise, the board reserves the right to decide in the best interest of the school district whether its policies, rules and regulations should be placed in harmony with those of the association, or the membership should be terminated.

Legal Reference: ~~79-1402 and 79-1403~~ Federation of school districts;
establishment; petition; county
superintendent; hearing; notice
79-512 Associations of school boards;—
membership dues; payment authorized

Community Relations

Relations with Non-Public and Other Educational Organizations and the Schools

The board recognizes the need and the worth of cooperative relationships with other schools, colleges and educational organizations. It encourages members of the school staff to work with their counterparts in such organizations on educational matters within the framework established by the statutes, state regulations and board policy.

Legal Reference: 79-512

Associations of school boards;
membership dues; payment
authorized

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

**KEARNEY PUBLIC SCHOOLS
OPTION ENROLLMENT RESOLUTION**

WHEREAS, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

WHEREAS, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

WHEREAS, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

NOW, THEREFORE, BE IT RESOLVED that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "1" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "1" to such Policy 5006, are repealed effective on the date of the passage of this resolution,

BE IT FURTHER RESOLVED that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

BE IT FURTHER RESOLVED that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member _____ moved for its passage and adoption, member _____ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: _____

The following members voted against the same: _____

The following members were absent or not voting: _____ The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

DATED this ___ day of _____, 20__

KEARNEY PUBLIC SCHOOLS

By: _____

Attest: Secretary-----

President

Appendix "1" to Option Enrollment Policy

The following is Appendix "1" to Policy 5006 for the 2026-2027 school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs.

PROGRAM	PROJECTED ENROLLMENT	PROGRAM CAPACITY	MAXIMUM
Kindergarten	561	550	No more than 25 per section per building
First	424	550	No more than 25 per section per building
Second	426	550	No more than 25 per section per building
Third	411	550	No more than 25 per section per building
Fourth	457	550	No more than 25 per section per building
Fifth	505	550	No more than 25 per section per building
Sixth	424	490	• No more than 27 per section per building
Seventh	450	490	No more than 27 per section per building
Eighth	399	490	No more than 27 per section per building
Ninth	389	450	
Tenth	408	450	
Eleventh	415	450	
Twelfth	430	450	

*Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District's Director of Special Education or designee.

* No initial placement option students accepted into the Hanny Arram Center or Cottonwood Elementary.

* KPS anticipates large numbers of Kindergarten enrollment for the year 2026-2027, therefore the option acceptance numbers next year may be limited.