

Regular Monthly Meeting of the Kearney Public
Schools Board of Education
Monday, August 14, 2023 5:30 PM
2nd Floor Staff Development Room,
Administration Building
320 W 24th St
Kearney, NE 68845-5331

1. Routine Business -

1.A. Call to Order

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. Pledge of Allegiance

1.D. Roll Call

1.D.I. Excuse Absent Board Member

Move to excuse absent Board member _____ from the meeting.

1.E. Approval of the Agenda

Move to approve the agenda for the meeting, as presented.

2. Recognitions

2.A. Recognition of Carol Kreutzer, FCS Teacher at Kearney High School

We will ask the Board to recognize Carol Kreutzer, FCS teacher at Kearney High School for being named Family and Consumer Science Teacher of Nebraska (FCSTN) "Teacher of the Year" for professionals with 16 or more years of experience. Carol was also awarded the Developer Award by the Family and Consumer Sciences Membership.

3. Presentations -

3.A. SRO Annual Report

3.B. Construction Update

Kent Cordes will report to the Board on progress being made in the construction projects in the school district.

4. Public Participation/Comment

Board meetings may have on the agenda, a specific time entitled Public Participation/Comment, during which patrons may address the Board on matters of general concern. No public body shall require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any members of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. Patrons wishing to address the Board during the Public Participation/Comment will be allowed up to five (5) minutes per speaker to express their view. Public Participation/Comment may not exceed sixty (60) total minutes. The Board-imposed time limits may be extended by a majority vote of the Board, following a motion to do so. Board action may not be taken on matters discussed during the Public Participation/Comment, unless the matter specifically appears on the prepared agenda. Board of Education members will refrain from expressing personal opinions during Public Participation/Comment.

Any members of the public desiring to address the body shall be required to sign in with the recording secretary prior to the start of the meeting and identify himself or herself, including an address, phone number, and name of any organization represented by such person, unless the address and phone number requirement is waived to protect the security of the individual.

5. Board Reports -

5.A. Kearney Public Schools Foundation Report

Mr. Brandt will report on activities of the Kearney Public Schools Foundation.

6. Consent Agenda -

Move to approve the items on the Consent Agenda, as presented.

6.A. Approval of Minutes of the July 10, 2023 Regular Meeting and the August 9, 2023 Board Committee of the Whole Meeting

Move to approve the minutes of the July 10, 2023 regular meeting and the August 9, 2023 Board Committee of the Whole meeting

6.B. Approval of August , 2023 Claims

Move to approve the August, 2023 claims, as presented.

6.C. Approval of the August, 2023 Financial Reports

Move to approve the August, 2023 financial reports, as presented.

6.D. Second and Final Reading of New and Revised Board Policies

The Board gave first reading approval to the following new and revised Board policies at the July 10 Board meeting - 1361 (Use of School Facilities by Student Groups and Boys Scouts); 4103 (Teacher Contracts); 4106 (Resignation of Certificated Employees); 4120 (Meetings); 5004 (Full-time and Part-time Enrollment); 5006 (Option Enrollment); 5101 (Student Discipline); 5102 (Alternative Education Programs or Plans for Expelled Students); 5103 (Extra-curricular Activities); 5104.2 (Naloxone in School); 5105 (Secret Organizations, Hazing, Initiation, and Outside Organizations); 5106 (Firearms); 5204 (Student Graduation); 5412 (High Ability Learners); 5419 (Seizure-Safe Schools); 5420 (Behavioral Points of Contact); 5421 (Use of Restraints and Seclusion); 6500.2 (Full Educational Opportunity Goal); 6501.8 (Collection of Information Relating to Dyslexia); 6506 (Least Restrictive Environment); 6508.11 (Accessibility of IEP and Responsibility to Implement); 6511.1 (Disciplinary Removal of Students with Disabilities); and 9310.9 (Annual Organizational Meeting). We will ask the Board to give second and final reading approval to these policies at the August 14 meeting.

Move to give second and final reading approval to the following new and revised Board policies: 1361 (Use of School Facilities by Student Groups and Boys Scouts); 4103 (Teacher Contracts); 4106 (Resignation of Certificated Employees); 4120 (Meetings); 5004 (Full-time and Part-time Enrollment); 5006 (Option Enrollment); 5101 (Student Discipline); 5102 (Alternative Education Programs or Plans for Expelled Students); 5103 (Extra-curricular Activities); 5104.2 (Naloxone in School); 5105 (Secret Organizations, Hazing, Initiation, and Outside Organizations); 5106 (Firearms); 5204 (Student Graduation); 5412 (High Ability Learners); 5419 (Seizure-Safe Schools); 5420 (Behavioral Points of Contact); 5421 (Use of Restraints and Seclusion); 6500.2 (Full Educational Opportunity Goal); 6501.8 (Collection of Information Relating to Dyslexia); 6506 (Least Restrictive Environment); 6508.11 (Accessibility of IEP and Responsibility to Implement); 6511.1 (Disciplinary Removal of Students with Disabilities); and 9310.9 (Annual Organizational Meeting).

6.E. Acceptance of the KHS Band Parents Annual Self-Audit Report for the 2022-2023 School Year

The KHS Band Parents organization has submitted its annual self-audit report for the 2022-2023 school year for Board of Education consideration and acceptance.

Move to accept the Kearney High School Band Parents annual self-audit report for the 2022-2023 school year, as presented.

6.F. Acceptance of the Northeast School Annual PTO Self-Audit Report for the 2022-2023 School Year.

The Northeast School PTO has presented its Annual Self-Audit Report for the 2022-2023 school year for Board of Education consideration and acceptance.

Move to accept the Northeast School PTO Self-Audit Report for the 2022-2023 school year, as presented.

6.G. Approval of Kearney Public Schools Pre-K-12 Universal Student Handbook, Addendums and High School Activities Handbook

This year, we created a universal section to the handbooks that is common to all levels, followed by information in addendums that are specific to each level. We will ask the Board to approve the Kearney Public Schools Universal, Pre-K-12 Student Handbook, and High School Activities Handbook, as presented.

Move to approve the Kearney Public Schools Pre-K-12 Universal Student Handbook, and addendums, and the High School Activities Handbook, as presented.

6.H. Approval of the Kearney Public Schools Certified and Classified/Classified Exempt Employee Handbooks for the 2023-2024 School Year

We will ask the Board to consider and approve the Kearney Public Schools Certified and Classified/Classified Exempt Employee Handbooks for the 2023-2024 school year.

Move to approve the Kearney Public Schools Certified, Classified/Classified Exempt, and Substitute Employee Handbooks for the 2023-2024 school year, as presented.

6.I. Approval of the Kearney Public Schools 2023-2024 Facilities Handbook

We will ask the Board to consider and approve the Kearney Public Schools Facilities Handbook for the 2023-2024 school year.

Move to approve the Kearney Public Schools Facilities Handbook for the 2023-2024 school year.

7. Regular Agenda - Personnel

7.A. Approval of Certificated Employment

We will ask the Board to approve the following certificated employment recommendation for the 2023-2024 school year: Luciano Insua, MA+9, Step 11, 1.00 FTE Spanish teacher at Horizon Middle School.

Move to employ Luciano Insua, MA+9, Step 11, as a 1.00 FTE Spanish teacher at Horizon Middle School, for the 2023-2024 school year.

8. Regular Agenda - Miscellaneous

8.A. Approval of the Revised Memorandum of Agreement with the Merryman Performing Arts Center

We will ask the Board to approve a revised Memorandum of Understanding with the Merryman Performing Arts Center.

Move to approve the revised Memorandum of Understanding with the Merryman Performing Arts Center, as presented.

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

We will ask the Board to approve a revised Memorandum of Understanding with UNK for dual credit classes.

Move to approve the revised Memorandum of Understanding with UNK for dual credit classes as presented.

8.C. Approval of Memorandum of Understanding with Central Community College for Dual Credit Classes

We will ask the Board to approve a revised Memorandum of Understanding with Central Community College for dual credit classes.

Move to approve the revised Memorandum of Understanding with Central Community College for dual credit classes, as presented.

8.D. Approval of Memorandum of Understanding with CCC for Auto Instructor

We will ask the Board of Education to approve a Memorandum of Understanding with Central Community College for an auto instructor

Move to approve the Memorandum of Understanding with Central Community College for an auto instructor.

8.E. Approval of Kearney Public Schools Emergency Operations Plan

Move to approve the Kearney Public Schools Emergency Operations Plan, as presented.

8.F. Set Date for Special Budget Retreat Meeting

We will ask the Board to set Wednesday, August 23, 2023 at 12:00 noon for a special, budget retreat meeting of the Board of Education in the first floor Conference Room in the Administration Building.

Move to set Wednesday, August 23, 2023 at 12:00 noon, in the first floor Conference Room in the Administration Building at 320 West 24th Street, Kearney, NE, for a special, budget retreat meeting of the Board of Education.

8.G. Set Date for Annual Budget Hearing & Special September Board Meeting

We will ask the Board of Education to set the date for the annual budget hearing and special, public meeting to adopt the various budgets for the 2023-2024 school year.

Move to set Wednesday, September 20, 2023 at 5:30 P.M. in the Staff Development Room in the Administration Building at 320 West 24th St., Kearney, NE, for the annual budget hearing and special meeting to adopt the various budgets for the 2023-2024 school year.

8.H. Adjournment

Move to adjourn the meeting.



BOARD OF EDUCATION CONSTRUCTION UPDATE



August 14, 2023



BRYANT/EMERSON UPDATE

- Bryant and Emerson
 - Work complete, schools open
 - A few punch list items to complete

RESTROOM BEFORE/AFTER



RESTROOM ENTRANCE



RESTROOM INTERIOR



NEW DRINKING FOUNTAINS



FLOORING BEFORE/AFTER



FLOORING



NORTHEAST

- Classroom/calm room work complete
- School open
- A few punch list items to complete
- Heat pumps up and running
- Waiting for make up air unit (supposed to ship late August)
- Waiting for ERV (supposed to ship late September)
- Also need unit heater for west vestibule
- Remaining work to be scheduled to complete with minimal interference to school schedule.

CALMING ROOMS



NEW CLASSROOM



CLASSROOM WALL FROM CAFETERIA



HORIZON UPDATE

- EIFS at front canopy complete
- Rooftop units raised on new curb extensions
- Delay remaining work to next spring/summer start

HORIZON – NEW FACADE



HORIZON – ADDED PARAPET





KEARNEY
PUBLIC SCHOOLS
OWN *Your* FUTURE

THANK YOU!
QUESTIONS?



FACILITIES USE HANDBOOK



KEARNEY PUBLIC SCHOOLS 2023/2024

Revised July, 2023

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

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

Index

I. Custody	4
A. Superintendent	
II. Responsibilities	4-5
A. Principal	
B. Director of Finance	
C. Director of Facilities	
D. Custodian	
E. Using Organization	
III. Priorities of Use.	5
IV. Application, Processing and Permits	5-6
A. Application	
B. Processing Applications	
C. Permits (Approved Applications)	
V. Liability for Damage	6
VI. Certificate of Insurance.	6
VII. Fees	6
A. General	
VIII. Equipment	6-7
A. School Equipment	
B. Equipment brought in	
IX. Categories of Activities and Fees	7-9
A. General	
B. Class I	
C. Class II	
D. Swimming Pool	
E. Auditorium	
F. Other Considerations	
Basic Rental Fees	10
Notice of Nondiscrimination	11

Community Use of School Facilities

This handbook is adopted by the Board of Education each year. Facility Use Requests for the upcoming school year will be considered by the school district beginning on June 1st each year.

I. Custody

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

II. Responsibilities

A. Principal

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

B. Director of Finance

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

C. Director of the Facilities Department

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

D. Custodian

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

E. Using Organization

1. The representative of the group or organization must initiate the rental request on-line (Link on KPS homepage is "Reserve a KPS Location") and provide the required insurance information on the Facility Use form.
2. The sponsoring head of the group or organization using the facility must also be on duty at the facility during such use to supervise the group. (If noted on Building Use Form, this may be amended in some instances to allow another responsible adult member of the organization to assume those duties.)
3. The organization using the facility will be responsible for the proper care of school property. The user group or organization must pay for any damage. If the past history of the organization indicates previous facility damage, a damage deposit of \$500.00 will be required and the District reserves the right to require custodial presence during the entire activity.
4. The User of the facility is responsible for not exceeding the maximum occupancy for the space(s) being used.
5. Custodial fees will be charged if the user did not perform the proper cleanup.

III. Priorities of Use

A. Order of rank will be as follows:

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

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

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

IV. Application, Processing and Permits

A. Application

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

B. Processing Applications

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

requester will automatically receive an e-mail informing them of his/her activation or denial.

C. Permits (Approved Application)

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

V. Liability for Damage

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

VI. Certificate of Insurance

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

VII. Fees

A. General

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

VIII. Equipment

- A. School equipment such as tables, chairs, musical instruments, risers, instructional equipment, etc., may not be loaned or rented for use outside the school location. Outside use of computer equipment by district employees is authorized when used to pursue a specific school project or purpose, if approved by the employee's supervisor of record. Use of school space does not include use of school equipment unless specifically permitted. Use of school equipment, when and where required, must be operated by school personnel, the cost of which will be added to the regular fee as a special fee, i.e., light control panel, spot lights, etc. The Superintendent or his/her designee must approve any variance.
- B. Organizations wishing to bring unusual equipment, material, devices, and/or animals into school buildings or on school premises, must first present, in writing, proper insurance coverage with a "save harmless" clause protecting the Board and School District.

IX. Categories of Activities and Fees

A. General

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

B. Class I Activities

1. Will not be charged for rental or custodial fees. This category includes the following activities:
2. PTA meetings and activities
3. Kearney teachers and educational association meetings
4. Student clubs and/or school-sponsored meetings with employee supervision.
5. School district sponsored meetings and activities
6. Councils of school association meetings
7. NSAA and conference-sponsored or sanctioned activities or meetings
8. City Parks and Recreation activities
9. UNK use per the KPS-UNK MOU agreement

C. Class II Activities

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

D. Use of Swimming Pool

1. Certified Life Guard must be present at all times.
2. A KHS pool operator must be on duty.
3. All outside groups will be required to have liability insurance with no exceptions.
4. Only KPS trained operators will be allowed to use timing system software/hardware.
5. Fees for life guards and pool operators will be at pay rates for individuals filling these positions.

E. Auditorium

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

F. Other Considerations

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

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

<u>Facility</u>	<u>Capacity</u>	<u>Hr Rate</u>	<u># Hrs</u>	<u>Notes</u>	<u>Add'l</u>	<u>Other Information</u>
All Buildings						
Classrooms		\$33	2	Up to 2 hrs, per hr thereafter:	\$15	
Small meeting rooms		\$27	2	Up to 2 hrs, per hr thereafter:	\$13	Includes Conf. Rooms
Large meeting rooms		\$33	2	Up to 2 hrs, per hr thereafter:	\$15	Includes Staff Dev. Rooms
High School						
Auditorium	1000	\$611	8	Up to 8 hrs, per hr thereafter:	\$115	
Theatre Technician		\$44	1	Per hour		Required w/ Auditorium, per hr
Black Box	100	\$145	2	Up to 2 hrs, per hr thereafter:	\$55	
Auxiliary Gym	500	\$93	1	First hr, per hr thereafter:	\$55	
Main Gym	2000	\$136	1	First hr, per hr thereafter:	\$109	
Locker Rooms		\$33		Flat Fee		
Multipurpose Rooms		\$33	1	Per hour		Wrestling, Fitness, Weight Rooms
Cafeteria/Commons	600	\$164	2	Up to 2 hrs, per hr thereafter:	\$76	Kitchen w/ school personnel, \$50
Concessions		\$55	1	Per hour		
Band Room		\$59	2	Up to 2 hrs, per hr thereafter:	\$27	
Vocal Music Room		\$59	2	Up to 2 hrs, per hr thereafter:	\$27	
Media Center		\$59	2	Up to 2 hrs, per hr thereafter:	\$27	
Computer Lab		\$59	2	Up to 2 hrs, per hr thereafter:	\$27	
Forums		\$145	2	Up to 2 hrs, per hr thereafter:	\$55	
Football Field		\$218	1	Per Hour, minimum of:	\$600	
Pool		\$145	2	Up to 2 hrs, per hr thereafter:	\$55	Plus Lifeguard, Pool Operator
Track		\$87	1	Per Hour, minimum of:	\$231	
Middle Schools						
Middle School Gym	950	\$93	2	Up to 2 hrs, per hr thereafter:	\$55	
Sunrise Multipurpose Rm		\$59	2	Up to 2 hrs, per hr thereafter:	\$27	
Cafeteria	300	\$133	2	Up to 2 hrs, per hr thereafter:	\$27	Kitchen w/ school personnel, \$50
Band Room		\$59	2	Up to 2 hrs, per hr thereafter:	\$27	
Vocal Music Room		\$59	2	Up to 2 hrs, per hr thereafter:	\$27	
Media Center		\$59	2	Up to 2 hrs, per hr thereafter:	\$27	
Computer Lab		\$59	2	Up to 2 hrs, per hr thereafter:	\$27	
Sunrise Board Room	55	\$69	1	Per Hour		
Horizon Football Field		\$218	1	Per Hour, minimum of:	\$600	
Sunrise Football Field		\$74	1	Per Hour, minimum of:	\$164	
Horizon Track		\$87	1	Per Hour, minimum of:	\$231	

Sunrise Track	\$74	1	Per Hour, minimum of:	\$164

Elementary Schools

Gyms	175-250	\$82	2	Up to 2 hrs, per hr thereafter:	\$44
Cafeteria	125	\$87	2	Up to 2 hrs, per hr thereafter:	\$55
Media Center		\$59	2	Up to 2 hrs, per hr thereafter:	\$27
Computer Lab		\$59	2	Up to 2 hrs, per hr thereafter:	\$27

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

Special Fees

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

Kitchen Fees

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

Custodial/Pool Operator Fees

Per hour rate of \$33.00 **(\$35.00)** with a minimum of two hours. A one-hour charge will be issued for unlocking the building and one hour charge for locking the building.

Maintenance Fees

Per hour rate of \$45.00 **(\$50.00)** per employee, minimum of one hour, plus any related material costs. This fee will apply when district personnel is involved in set-up, tear-down, and/or pick-up and delivery of equipment.

Inclement Weather

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

Notice of Nondiscrimination

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

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

Employees and Others:

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

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

Annual Board Report

Kearney Band Parents Association Annual Report Prepared by Abe Smith Treasurer 07/2022-06/2023

Report as of Year Ending June 30, 2023

Per Bank Statement

Farmers & Merchants General Chk	July 1, 2022	\$	17,653.37
Plus Deposits		\$	77,275.41
Plus Interest		\$	-
Less Expenditures		\$	(66,902.71)
Statement Ending Balance	June 30, 2023	\$	28,026.07
Less Outstanding Checks		\$	-
Ending Balance	June 30, 2023	\$	28,026.07

Per Check Register

Balance of July 1, 2022 \$ 17,356.44

Revenue Collected July 1, 2022 to June 30, 2023

Student Fundraiser Income - K Cards & Beef raffles	\$29,029.24		
NSBA Hosting Concessions	\$9,583.79		
NSBA State Competition Hosting Income	\$7,500.00		
Petty Cash Deposit	\$7,000.00		
Internal Xfers from Student Accts	\$5,506.15		
BMF/NSBA Advertising/Sponsorship	\$5,110.00		
Student Account Payments In	\$3,681.17		
Bearcat Marching Festival Income	\$3,215.00		
Bearcat Marching Festival Concessions	\$3,076.50		
Cash Donations	\$1,871.56		
NSBA Program sales	\$850.00		
Big Band Dance Income	\$832.00		
Misc Income	\$20.00		
Total Deposits	\$77,275.41		
		\$ 94,631.85	Balance+Total Deposits
NSBA cashwa acct credit-non banked	\$51.40	\$ 94,683.25	Balance+Total Deposits+Credit

Disbursements July 1, 2022 to June 30, 2023

Internal xfers to Student Accts	\$21,955.27		
Student Account Payments Out - Secondary Uniform expenses, cleanings,	\$10,813.82		
Marching Instructors - 4 assistants	\$8,600.00		
Purchases for the Band Program	\$7,574.81		
		\$1,636.81	
		\$1,445.00	
		\$1,122.81	
		\$720.00	
		\$517.45	
Petty Cash Withdrawl	\$7,000.00		
Bearcat Marching Concession Cost	\$2,710.78		
Books/Subs/Software/Website	\$2,528.42		
NSBA Concessions Purchases	\$2,372.72		
NSBA Expenses	\$1,419.69		
Scholarships & Awards	\$500.00		
Program Expenses BMF/NSBA	\$477.06		
Storage Rental	\$420.00		
Big Band Dance Expenses	\$157.20		
Bearcat Marching Festival Expenses	\$107.41		
Misc Exp	\$20.00		
Total Disbursement	\$ 66,657.18		

Ending Balance June 30, 2023

\$ 28,026.07

Investments/Savings Accounts -

Scrip Account - F&M Bank Checking

Student Ledgers, Scholarship, Instrument,
Colorguard, Hardship - F&M Bank
Savings Total

Breakdown

Student Savings/Trip Ledger

Hardship Fund

Scholarship Fund

Instrument Fund

Colorguard Fund

Interest

6/30/22	6/30/23
\$330.12	\$300.00
\$18,283.56	\$34,732.48

\$15,366.67	\$31,743.15
\$1,582.27	\$1,632.27
\$661.54	\$661.45
\$543.08	\$543.08
\$130.00	\$130.00
	22.53

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

Public Hearings & Regular
Meeting

July 10, 2023
Date

Staff Development Room
Administration Building
Where

Drew Blessing
President,
presiding

Student Fee Policy Hearing -

Convene Hearing The public hearing on student fees is for the purpose of reviewing the amount of money collected from students in student fees pursuant to, and use of waivers provided in, the student fee policy and rule of the school district, for the 2022-2023 school year.

Presentation,
Discussion and Public
Input Dr. Loofe stated that this information is what was collected for the 2022-2023 school year. He said last year, through the free and reduced lunch program, 122 students received fee waivers. He said \$3,600 were collected in fees at the High School, \$4,605.00 at Horizon Middle School, and \$1,540.00 at Sunrise Middle School. He said the district granted fee waivers totaling \$9,745.00 to 122 families. He reported that the fees collected from September 1 through June 30 at the High School and middle schools totaled \$60,234.84 and pre-school fees totaled \$32,300.74, for a total of \$92,535.58.

Mr. Brandt asked if there are any changes from year before or for the next year.

Dr. Loofe said this year was our first year post-Covid where families were pushed hard to apply for the fee waiver application for free and reduced lunches and he would encourage families to make sure they read through that information to fill out the papers to apply and return to their school or the Administration Building. He said there was \$5,000 more collected in fees this year compared to the previous year and a similar trend in waivers, but we had more band and orchestra fees collected.

Mrs. Gifford said she wanted to make sure people know that they may qualify for a fee waiver if they qualified for free and reduced lunches.

Dr. Loofe said that is correct but they would have to complete the application and then they receive a list of possible waivers from the government if they qualified.

Mr. Blessing said if families have a financial need, and qualify for free and reduced lunches, he would encourage them to apply for fee waivers.

Close Hearing Mr. Blessing closed the public hearing.

Parent Engagement & Title I Parent Engagement Policies Hearing -

Convene Hearing Mr. Blessing convened the parent engagement and Title I parent engagement policies hearing.

Presentation,
Discussion and Public
Input Dr. Endorf said as he discussed with the Board at the Wednesday meeting, this is our annual hearing on the parent engagement and Title I parent engagement policies.

Sara Paider stated that our school district has parent engagement and Title I parent engagement policies 6260 and 6260.1. She said the components of the parent engagement policy include: review of instructional materials, opting out of curricular content/lessons and library materials, parents participation in school activities, access to student records, notice of surveys, notice of student testing, mental health assessments or reporting, and opportunities for parent engagement.

Mrs. Paider said there is an annual requirement for all districts receiving Title I funds to review the parent engagement policy and parents and students have to sign the School/Parent Compact each year. She said they are sent home for parent signature.

Mrs. Paider said Policy 6260.1 is in regard to Title I parent engagement in school activities.

Dr. Endorf said there are a number of activities parents can engage in and one new activity is to work with McKenna's Rae of Hope that we will start to participate in this fall. The activities will talk about opportunities for parent engagement.

Mrs. Paider said four buildings qualify for school-wide programs - Bryant and Emerson; and the targeted programs are at Central and Northeast. Schools have to be at 30% for a school-wide program and 35% for a targeted program. She said the goals are –

- Develop programs that supplement classroom instruction
- Measure student progress toward mastery of state standards
- Report to parents and community the progress the school is making toward helping students meet standards
- Ensure the staff is highly qualified and provides training to incorporate research-based teaching methods into instruction
- Includes parents in decision making

Dr. Endorf said in the 2023 legislative session, LB374 dealt with parents to access to review learning materials and LB71 to disclose instructional materials and allow opt-outs and more attention drawn to the parent's role in education than he can ever remember before. He said there are three interim studies are out there in the 3 areas – parent involvement, social/emotional learning and what ESSERS money was used for during Covid and an analysis of that and to make sure NDE was doing its part to make sure all of the safeguards are met.

Mrs. Gifford said besides those schools that receive benefits, other students benefit from those services being in the buildings as well, so it is a benefit to all of us if we qualify.

Mr. Mundorf said a lot of Title I funds are in the targeted schools but the district also spends more money to hire even more reading interventionists and support personnel, so all of our elementary buildings can have additional levels of reading support.

Mr. Hazard said he is glad we are involved with McKenna's Rae of Hope. He said he would like to reiterate that in regard to the surveys that come out to kids, he wants to see them as opt in rather than opt out. He said some surveys I have seen, he would prefer to opt in for parents instead of opt out.

Close Hearing

President Blessing closed the hearing.

Routine Business -

Call to Order

President Blessing called the regular meeting to order.

Open Meetings Act Announcement	President Blessing stated that this is an open, public meeting of the Board of Education and a copy of the Open Meetings Act is posted in this room.						
Pledge of Allegiance	President Blessing led the audience in the Pledge of Allegiance.						
Roll Call	Members Present: <table> <tr> <td>Kathy Gifford</td><td>Stephen Gaasch</td></tr> <tr> <td>Drew Blessing</td><td>Paul Hazard</td></tr> <tr> <td>John D. Icenogle</td><td>Dave Brandt</td></tr> </table> Guests Present: Kent Cordes, BD Construction	Kathy Gifford	Stephen Gaasch	Drew Blessing	Paul Hazard	John D. Icenogle	Dave Brandt
Kathy Gifford	Stephen Gaasch						
Drew Blessing	Paul Hazard						
John D. Icenogle	Dave Brandt						
Approval of Agenda	It was moved by Mrs. Gifford, seconded by Mr. Brandt to approve the agenda for the meeting, as presented. After opportunity for discussion and on roll call vote, the Board voted as follows: Icenogle, aye; Hazard, aye; Gaasch, aye; Blessing, aye; Gifford, aye; Brandt, aye. 6 ayes. Motion carried.						
Recognitions -	None						
Presentations -							
Construction Update	Kent Cordes reported that there are three separate projects that they are currently working on in four different buildings - Horizon, Northeast, Bryant, Emerson and Park, but work at Park will not take place until next summer. He said the projects at Northeast, Emerson and Bryant are part of one project because the buildings are so identical. He said the Bryant project is ahead of Emerson right now. See list. He said Emerson is a week or so behind. He said the main bathrooms are pretty much done at Bryant with all of the rough-ins completed. He said at Emerson the framing is complete and drywall will be starting this week, as well as flooring in the corridors. He reported that at Northeast, part of the work is mechanical upgrades that serve the cafeteria and kitchen and creation of more permanent space for calming rooms. He said all of the framing and duct work has been run for the rooms and sheeting and drywall should start this week as well. He said there is space for the mechanical room, but the units will not be here for a while. He stated that all of the duct work will be done and then they will install the units after school starts. He reported that at Horizon, they are working on the canopy in front and framing for the new facade. He said they will delay roofing on the main part of the building until next summer as they discovered a number of conflicts that will require more work, but they will get the pipe work done before school starts, so they will hold off on that before they tear into the ceilings where they have to install the new pipes. Mr. Cordes said they are on budget and on schedule, except for the units at Northeast and main roof at Horizon. He said they had originally projected this November for the end of the Horizon roof project, but now it will probably be next November when it is finished. He said they had to raise the edge of the roof to make it slope more to drain better.						

Mrs. Gifford asked if there are any other supply chain issues.

Mr. Cordes said the roof curves at HMS are being shipped later than expected.

Mr. Hazard asked if holding off on the project will have any effect cost-wise.

Mr. Cordes said there will be no change in the cost. The materials are under contract and the contractors are fine with the delay. He said he can't say if there will be a cost change for the roof.

Follow-up Report on
Topics Discussed at
the June 26, 2023
Special, Board Retreat
Meeting

Mr. Blessing said the Board discussed enrollments because the 2020 and 2021 birth rates were much higher than previous years and they talked about how they handle these increased numbers of students coming up, and whether we need more space or a centralized process to spread students across the district more evenly. He said Sarah Larsen and Dr. Endorf don't think it is an emergency at this point, but we may have a couple of years with these bubbles in the number of students. He said this could be bad data or maybe some parents will keep their students at home longer. He said they also reviewed the facilities plan and projects underway and things coming up over the next few years. He added that they also talked about the 2023-2024 budget leading up to the August and September timeline for the preliminary budget presentation and the annual budget hearing and budget adoption in September. He said we will need to receive our numbers from the County and then attend the joint hearing with the other tax-supported entities. He said they also reviewed the policy changes that need to be made for this school year, which took them a while and they will go through the first reading of those tonight.

Mr. Mundorf said there were a lot of heavy topics discussed and there was great feedback provided to the administrative team.

Public Participation/
Comment

Board meetings may have on the agenda, a specific time entitled Participation/Comment, during which patrons may address the Board on matters of general concern. No public body shall require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any members of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. Patrons wishing to address the Board during the Public Participation/Comment will be allowed up to five (5) minutes per speaker to express their view. Public Participation/Comment may not exceed sixty (60) total minutes. The Board-imposed time limits may be extended by a majority vote of the Board, following a motion to do so. Board action may not be taken on matters discussed during the Public Participation/Comment, unless the matter specifically appears on the prepared agenda. Board of Education members will refrain from expressing personal opinions during Public Participation/Comment.

Any members of the public desiring to address the body shall be required to sign in with the recording secretary prior to the start of the meeting and identify himself or herself, including an address, phone number, and name of any organization represented by such person, unless the address and phone number requirement is waived to protect the security of the individual.

There were no requests to speak.

Board Reports None

Consent Agenda Items on the Consent Agenda included; approval of the minutes of the June 12, 2023 regular meeting; the June 26, 2023 special retreat meeting; and the July 5, 2023 Board Committee of the Whole meeting, as presented; approval of July, 2023 claims, as presented; approval of July, 2023 financial reports, as presented; reaffirmation of Kearney Public Schools Student Fee Policy, as presented; reaffirmation of the Kearney Public Schools Parent Engagement and Title I Parent Engagement Policies, as presented; authorize the Superintendent or his/her designee to dispose of all obsolete furniture, books, materials, and equipment in the most favorable manner to the District in accordance with all laws, rules, and regulations pertaining to such disposition, for the 2023-2024 school year; designate Mr. Jason Mundorf as the authorized representative of the Kearney Public Schools to sign all claims and forms for all federal programs for the 2023-2024 school year; designate Kate Murphy and Dr. Chris Loofe as the authorized representatives of the Kearney Public Schools to sign all claims for reimbursement, as well as all federal, state, and local information pertaining to the School Food Service Program, for the 2023-2024 school year.

It was moved by Mr. Brandt, seconded by Mr. Icenogle to approve the items on the Consent Agenda, as presented.

After opportunity for discussion and on roll call vote, the Board voted as follows:

Icenogle, aye; Hazard, aye; Gaasch, aye; Blessing, aye; Gifford, aye; Brandt, aye. 6 ayes. Motion carried.

Regular Agenda – Personnel

Approval of Certificated Teaching Employment Recommendations Melissa Herrmann stated that she has two certificated employees to recommend for Board approval this evening – Amber Sklenar, BA, Step 3, 1.00 FTE Sixpence Pre-school teacher at the Kearney Early Childhood Center (contingent upon her ability to secure appropriate certification); and Sean Korgel, MA+18. Step 13, 1.00 FTE district permanent special education substitute teacher (contingent upon his ability to secure special education certification).

It was moved by Mrs. Gifford, seconded by Mr. Icenogle to employ the following certificated staff in the Kearney Public Schools for the 2023-2024 school year: Amber Sklenar, BA, Step 3, 1.00 FTE Sixpence Pre-school teacher at the Kearney Early Childhood Center (contingent upon her ability to secure appropriate certification); and Sean Korgel, MA+18. Step 13, 1.00 FTE district permanent special education substitute teacher (contingent upon his ability to secure special education certification).

Mr. Blessing explained that when we say a candidate is hired contingent upon their ability to obtain proper certification, it just means that for some reason their certification is delayed or they need to provide more information to obtain certification with NDE.

After opportunity for discussion and on roll call vote, the Board voted as follows:

Icenogle, aye; Hazard, aye; Gaasch, aye; Blessing, aye; Gifford, aye; Brandt, aye. 6 ayes. Motion carried.

Approval of
Administrative
Employment
Recommendation

Dr. Herrmann stated that she is bringing a recommendation to the Board for the employment of Tennille Allison as an Assistant Principal and Technical Education Director at Kearney High School for the 2023-2024 school year.

It was moved by Mr. Brandt, seconded by Mr. Gaasch to employ Tennille Allison as an Assistant Principal and Career and Technical Education Director at Kearney High School, for the 2023-2024 school year, in accordance with the Kearney Public Schools Performance-Based Administrator Supervision and Evaluation Model.

Mr. Hazard said he has said this before and this has nothing to do with the employee and their ability or inability and it has nothing to do with Mrs. Gifford being a Board member, but I look at three things on this: the first thing I look at is the optics because we are going to be hiring or promoting a teacher to an Assistant Principal who has not gone through an interview process and there was no job search for it and the optics for her fortunately or unfortunately are that her mother is a Board member and doesn't look good without going through a search. He said the second thing is, in her defense, I believe she is probably extremely well qualified and I don't doubt that, and he doesn't doubt any of our administration's ability to point out who is qualified, and he doesn't have any doubt of that, but in his prior profession if there was probably not a gun in the car, he is not walking up to the car because I want to know for sure and the way we know for sure that she is the right person is through an interview process, through a search process. He said we just changed teacher contracts to recruit new teachers and we put things in there that are extremely lucrative and extremely tempting for people to come to a job like this, so probably do we have the right person, yes, but again with no disrespect to Ms. Allison and no disrespect for Mrs. Gifford but I would want to be sure based on that. He said the third thing he would say is when we look at Ms. Allison, are we doing what is best for her. He said she is not going to go through an interview process so what happens in two years if she wants to be a principal and they interview for it, would she be more equipped going through an interview process now or going through the first interview process in two or three years, so for that reason, he doesn't like the optics of it and he thinks there is a process we should be going through but we are not and he doesn't discredit her ability or our administration, but he just doesn't like the fact that for the reasons he has stated and for those reasons he just is extremely hesitant about it.

Mr. Blessing thanked Dr. Herrmann for bringing this recommendation to the Board and he would say that he understands the concerns stated but this is not an abnormal process and this is not a new or separate position that we would have interviewed for or hired and Ms. Allison is in the same role in addition to a new role and is really an extension of an existing career and technical education job and job duties that would allow her to oversee employees that she is already working with and working closely with developers. He said to dispel any doubt, Board members and in particular Mrs. Gifford have no direct involvement in the hiring process and it is not their job to hire except in special circumstances and he does not believe this Board should not approve the recommendation. He asked if there are any further comments.

Mr. Hazard said not to go back and forth here, but he thinks what Mr. Blessing said was true like Ms. Gifford has removed herself and she has done everything appropriate; however, this is the first instance that has been in front of him since being on the Board and he has heard multiple times from people in the community about their concerns about the process and he agrees with it. He said to Mr. Blessing's point, he is right, and it has happened in the past, but not while he has been here and so he just wanted to clarify that this has never happened in the past in his short term on the Board, which is very short.

Mr. Icenogle said it is his understanding that Ms. Allison's direct supervisor not only recommended her, but requested her, for this role.

After opportunity for discussion and on roll call vote, the Board voted as follows:

Icenogle, aye; Hazard, nay; Gaasch, aye; Blessing, aye; Gifford, abstain; Brandt, aye. 4 ayes. 1 nay. 1 abstain. Motion carried.

Discuss, Consider and
Take Possible Action to
Rescind the
Employment Contract
of Andreina Marquez,
Spanish Teacher at
Horizon Middle School

Mr. Blessing asked Dr. Herrmann if she had any comments about this motion.

Dr. Herrmann said she did not.

It was moved by Mr. Brandt, seconded by Mr. Hazard to approve the Resolution to cancel the teaching contract of Andreina Marquez, Spanish teacher at Horizon Middle School, as presented.

After opportunity for discussion and on roll call vote, the Board voted as follows:

Icenogle, aye; Hazard, aye; Gaasch, aye; Blessing, aye; Gifford, aye; Brandt, aye. 6 ayes. Motion carried.

Regular Agenda - Business

Approval of Rental Fee
Agreement with First
Baptist Church

Mr. Mundorf said in the 2024-2025 school year, Windy Hills Elementary School will undergo a significant renovation and it will look like a new school when it is finished. He said the entire inside of the school will look different and there will be a new main entry to the school on the south side. He said we were going to start the administrative office wing this fall and we looked at how to divide the school and work on perhaps one wing and then another, but we would still have a lot of issues with safety, air quality, etc., and determined it was not a good idea. He said we also talked about the money that would be saved if we didn't phase the project by getting all students out of the building and moving full steam ahead which would save \$1.2 million on the project, but then we had to decide where some of the students would go. He said they talked with the architects and the administration talked with First Baptist Church about supporting our students for that school year. He said they have a full gym, a large kitchen, and can easily have just a separate school section of the building. He said there would also be ample parking. He said the Todd Becker Foundation is in that church as well. He said they talked about providing fobs to get into the building. He said the customary price is \$16 per ft. for rentals and they have reduced it to \$8 per sq. ft. to be a good partner. He said the space would include 34,147 square feet and \$224,916.67 would be the rental fee for the entire school year. He said we will have an intern working at Buffalo Hills with Jenn True and Jason Calahan will oversee the students at First Baptist. We will have grades K-2 at Buffalo Hills and grades 3-5 at the church. He said we feel it is a viable solution and the least disruptive for students and staff.

Mr. Icenogle thanked the First Baptist Church for working with us on this project. He said he had reservations about this deal from the beginning and not with the practices, but rather the separation of church and state and what would happen if we try to put a Muslim student there and whether they would be comfortable in a church of a different faith and moving them would not be good either. We know that no one is going to be coming into the classrooms to preach. He said some may say, why didn't we have a place arranged to go to, but he doesn't feel we can criticize past Boards for not planning for this. He said he would say to any parent who has a problem with the arrangement, that we will do whatever we can to accommodate them. He said we have also talked with everyone to minimize any contacts of students with church personnel. He said with that in mind, he feels comfortable going forward with this arrangement.

Mr. Hazard said he would echo what Mr. Icenogle said. He said they looked at keeping students at Windy Hills and doing a shuffle back and forth, but it is a \$1.2 million difference between that arrangement and using the church. He said he likes the savings. He said the administration brought every option to them. He said they determined it doesn't work to scatter students out and we needed a facility where they have a kitchen that can serve all of these kids. He said that space can accommodate those kids and they can get outside as well. He said to do this to save \$1.2 million is an inconvenience, but when we look at what the school will look like, it will be awesome. He said we have to play the cards we have been dealt. He thanked the staff for all of their work on this arrangement.

Mrs. Gifford said she agrees with everything that has been said. She said having lived through construction projects when schools are being operated, the noise is not good and the air quality is a huge issue for our students and staff that are there. She said we will be able to avoid that. She thanked for community for working with them on this project.

Mr. Blessing said the Board has had many conversations about this. He said he has had some concerns that he has shared, but he appreciates Pastor Shawn at First Baptist and Mrs. Gifford and he were able to tour the church and see how it will work. He said they feel it is the best solution we have for our students and will save us some money. He said the rental fee is not small, but is a savings relatively speaking. He said he is sure many in community will have questions and there are plans to visit with the parents at Windy Hills.

Mr. Mundorf said Mr. Calahan and Mrs. True will have meetings with the administration to work on the logistics and then they will hold parent meetings this fall and answer some of those questions and parents can see what the school will look like when it is finished.

It was moved by Mrs. Gifford, seconded by Mr. Brandt to approve the attached rental fee agreement with the First Baptist Church of Kearney, as presented.

After opportunity for discussion and on roll call vote, the Board voted as follows:

Icenogle, aye; Hazard, aye; Gaasch, aye; Blessing, aye; Gifford, aye; Brandt, aye. 6 ayes. Motion carried.

Approval of Proposal
for Replacement of
Football Field Turf at
Sunrise Middle School

Mr. Mundorf said that we have had multiple conversations in the past few months with the City of Kearney about purchasing Memorial Field and we would have also done a number of improvements, but the City Council did not want to sell the field, so that did not go through. He said there are funds we were going to use for this purchase. He said the district is required to maintain a threshold of 25% in our General Fund which is the range of about \$15 to \$16 million that we can hold back each year. He said the federal government allocated \$4 million in ESSER III funds to the school district and we would have funded a lot of qualified projects with \$3 million out of the General Fund and we tried to minimize our spending and Dr. Loofe has done an excellent job, along with our building principals, and the first round of federal dollars that was scheduled to come through or a \$2 million reimbursement and we will get another one next year but these excess dollars would be above our General Fund threshold of 25% that we were allowed to carry over, so obviously we are not looking to send that money back to the federal government and because we use General Fund dollars and we can use these dollars we have already paid for the qualified project, so essentially we have \$2 to 2 1/2 million that is there and available for us to spend. He said because the Memorial Field project fell through, we had to turn our attention to what other district projects and needs facility-wide should we look at, so after the board retreat what we determined one project was the football turf at Sunrise Middle School. He said the High School and Horizon Middle School have both had excellent field turf on their football fields for a number of years and Sunrise's had not been as good, so that would be our first project to ask for approval to completely replace the turf that would include a subbase and install a synthetic turf football field. He said the base proposal is \$1,074,390 with bonding of \$11,758.00 for a total project cost of \$1,086,150. There is a \$9,341.00 deduct if we do this in conjunction with the track project.

It was moved by Mr. Brandt, seconded by Mr. Hazard to accept the proposal of Mid-America Sports Construction for replacement of the football field turf at Sunrise Middle School, for the total amount of \$1,086,150.00.

Mrs. Gifford said this is been on our need or want list for 6 years so she is glad we are doing it and it is time Sunrise has the amenities as Horizon. She said she is glad that we are using the one-time money that is available to us for this purpose.

Mr. Brandt said he always thought Horizon had the nicest middle school facilities in the state and Sunrise did not.

Mr. Hazard said a carryover of \$15 million would pay for 2 or 3 months of operational expenses of the district, and when we think about a rainy day fund, that \$15 million would go quickly, so we would only have a 2 to 2 1/2 month buffer and that is important for this community to know, and when you think about your own household or business and your rainy day fund. He said he doesn't get the school district holding onto excess money that they are not willing to use, but it is time to go for this project for the students at Sunrise to have the same amenities as the Horizon students.

Mr. Blessing said he shares many of the thoughts that have been expressed and going back to when they discussed turf at HMS in the past years and why we need turf at the middle school, it seemed like a lavish thing and he asked himself why we need turf at a middle school, but the things associated with maintenance costs such as grass mowing and spraying weeds and hazards such as stickers, this turns out to be a fairly economical solution. He said he also agrees that we should strive to have the same level of facilities at the two middle schools. He said we have added more middle school sports such as soccer and other sports over the years, and for competition purposes into the future as well, this seems to be a good use of the ESSER funds.

After opportunity for discussion and on roll call vote, the Board voted as follows:

Icenogle, aye; Hazard, aye; Gaasch, aye; Blessing, aye; Gifford, aye; Brandt, aye. 6 ayes. Motion carried.

Approval of Track
Reconstruction/
Improvement Plan for
Sunrise Middle School

Mr. Mundorf said we were looking for a complete track renovation at Sunrise to make it comparable to the track at Horizon. He said the district did complete some work there six years ago on the subbase of the track, but that work was only a bandaid. He said that surface is now around 25 years old. He said we now want to go back and do it right. He said the base proposal is \$1,292,928.00, with bonding of \$13,698.00 for a total project cost of \$1,306,626.00. He said we will get the deduct of \$9,341.00 by doing both projects and would be done in late spring next year.

It was moved by Mrs. Gifford, seconded by Mr. Hazard to approve the proposal of Mid-America Sports Construction for the track reconstruction/improvement plan for Sunrise Middle School, for the total amount of \$1,306,626.00.

Mr. Hazard asked how many students are at Sunrise compared to Horizon.

Mr. Mundorf said Sunrise is just short of 600 and Horizon is about 630.

Mr. Gaasch asked if the district solicited multiple bids or is there only one source on this material.

Mr. Bosard said he did not. He said Mid-America did Horizon and the High School and He said this company did the work on the High School track and we try to keep the things standard with the three projects and they gave us a maintenance warranty deal like we have on the other projects.

Mr. Gaasch said his only concern with that is that it is \$2 million and it is a stick and carrot deal and maybe another contractor would offer a little better deal and it might prompt Mid-America to give us a little better deal. He said \$2 million is a lot to spend without looking at multiple price options.

Mr. Mundorf said the district can get additional bids so he would turn that back to the Board to determine what you want us to do.

Mr. Hazard asked if the construction would not start until next spring regardless of what the Board does tonight.

Mr. Mundorf said that is right.

Mr. Gaasch asked if this proposal is in line with what we have received in the past.

Mr. Bosard said that it is definitely.

Mr. Icenogle asked if Mid-America would be ok with our taking the time to get more bids.

Mr. Bosard said they would do whatever we want. He said there are only a couple companies – Mid-America and Nemaha – that are within a 500-mile radius.

Mr. Icenogle said if Mid-America is willing to wait so we can do our due diligence for the public and using the public's money.

It was moved by Mr. Icenogle, seconded by Mr. Gaasch to table this item for another month to allow us to get an additional bid.

Mr. Brandt asked how this works for our timeline for financial aid we are receiving for this project.

Mr. Mundorf said the end of the budget cycle is August 31, so we need to have a decision made at the August Board meeting. He said what we would do is pay that money forward to the company so it is within that budget cycle and if there are more dollars than what have we will spend, the excess on the front side and pay the remainder at the time of the work, would be what he would recommend. He said since the Board approved the turf, the Board probably needs to consider packaging these the best way possible so he doesn't know if they want to go back to the original motion.

Mr. Blessing asked that the Board take a vote and based on the outcome of this, we can move to reconsider the last item. He asked if there is any other consideration to this motion.

Mr. Hazard asked if there is any way to see what that other company has done. He said to the administration's point and to your point, we have a pretty good view of what Mid-America has done here and he doesn't think anyone would say they are disappointed. He asked if there is any other place where they can see their work.

Mr. Bosard said they could see Arrowhead Stadium and Merrimack Stadium He said he doesn't know what Nemaha has done. He said they are a subcontractor of Mid-America. He said Mid-American actually hired Nemaha to do their contracts. There is no other company that could bid the project.

Mr. Icenogle said he would withdraw his motion. He said he is comfortable with Mid-America doing the project. He said he just wanted to make sure we were being transparent in how we are spending the public's money and it doesn't really sound like there is much of an actual option in terms of quality and we've been working with them, so because of that, he will withdraw his motion to table the item.

Mr. Blessing said that we are now back to the main motion.

Mr. Hazard said he thinks this changes everything with what information we were able to get as far as there being somebody else we can look at and the answer is basically "no". He said they were the subcontractor for the people we are going to use anyway, so he thinks it is time and we have learned a lot in the last three minutes.

Mr. Icenogle said as a reminder to everyone, there is a deadline coming at the end of next month and so another concern is that we tell Mid-America we are going to look at other options and they say we have something else to do and then we have to figure out a completely new place to put this money.

Mr. Mundorf said they are not local and to Mr. Bosard's point, these companies aren't like other construction companies in that they are very specialized.

Mrs. Gifford said they also have the other three projects.

Mr. Blessing said he would say in general that there are valid concerns and there have been other situations in the past, such as our HVAC vendor and it does create kind of a conundrum. He said we can look at other projects that have been done and that they have done work for us before, but from time to time we need to put out bids to ensure that vendors remain competitive and it sounds like we have done that in the past, but he is also not a fan of going out for bid and wasting time, so there is a balance and he understands that.

After opportunity for discussion and on roll call vote, the Board voted as follows:

Icenogle, aye; Hazard, aye; Gaasch, aye; Blessing, aye; Gifford, aye; Brandt, aye. 6 ayes. Motion carried.

Mr. Blessing said even though this was a lengthy, chaotic discussion and even though the Board has these conversations in their Board Committee of the Whole meetings, they say you shouldn't tell people how you are going to vote because new information can come forward and time has passed so it is just as valuable to have this conversation here.

Regular Agenda - Miscellaneous

First Reading Approval of New and Revised Board Policies	Mr. Blessing said he will give a rundown of the Board policies that are being considered for first reading approval this evening. He said these policy changes are mainly as a result of changes in state and federal law.

Mr. Blessing said the first policy is 5103 (Student Activity Discipline) which stated what we are already in our handbooks but makes the Policy consistent with our procedures; Policy 1361 (Use of School Facilities: Student Groups and Boy Scouts) LB 805 requires schools to allow designated youth groups to provide oral or written information to students; Policy 5004 (Full-time and Part-time Enrollment) changes the eligibility criteria for non-public school students to participate in extra-curricular activities; Policy 5006 (Option Enrollment) regarding how schools will handle option requests of special education students and the district must give specific information as to why they cannot allow admittance of a special education student; Policy 5421 (Use of Restraints and Seclusion) is a new policy on the use of restraints and seclusion; Policy 5101 (Student Discipline) which states that no PreK-2 students may be suspended unless they bring a deadly weapon and they cannot be forced to attend an alternative education program, a shorter timeframe for administrative action on suspensions and expulsions and changes to the appeal process; Policy 5102 (Alternative Education Programs or Plans for Expelled Students); Policy 5204 (Student Graduation) which requires a finance or financial literacy course for graduation; Policy 6501.8 (Collection of Information Relating to Dyslexia) information on testing for Dyslexia in students; Policy 5105 (Secret Organizations, Hazing, Initiation and Outside Organizations); a number of changes to Special Education Policies 6500.2 (Full Educational Opportunity Goal); 6506 (Least Restrictive Environment); 6506.11 (Accessibility of IEP and Responsibility to Implement); And 6511.1 (Disciplinary Removal of Students with Disabilities); 4103 (Teacher Contracts) that will allow administrators to offer contracts to new teacher hires before Board of Education approval; Policy 5106 (Firearms) which expanded conceal carry rights but the bill still prohibits concealed firearms on school grounds; Policy 5419 (Seizure-Safe Schools) requires schools to develop a plan for students with seizure disorders; Policy 4022/5420 (Behavioral Points of Contact) requires schools to designate behavioral points of contact report to NDE; Policy 9310.9 (Annual Organizational Meeting) makes revisions to what we do at the January organizational meeting and adds new action on some appointments; Policy 4106 (Resignation of Certificated Employees) states employees may not be under contract with multiple districts and sets March 15 as the deadline for giving notice of resignation; Policy 5104.2 (Naloxone in School) allows schools to store and administer this overdose drug to students; Policy 4120 (Meetings) removes outdated language about meeting requirements; and Policy 5412 (High Ability Learners) revises requirements and application process for HAL students.

It was moved by Mr. Brandt, seconded by Mr. Icenogle to give first reading approval to new and revised Board Policies 1361 (Use of School Facilities by Student Groups and Boys Scouts); 4103 (Teacher Contracts); 4106 (Resignation of Certificated Employees); 4120 (Meetings); 5004 (Full-time and Part-time Enrollment); 5006 (Option Enrollment); 5101 (Student Discipline); 5102 (Alternative Education Programs or Plans for Expelled Students); 5103 (Extra-curricular Activities); 5104.2 (Naloxone in School); 5105 (Secret Organizations, Hazing, Initiation, and Outside Organizations); 5106 (Firearms); 5204 (Student Graduation); 5412 (High Ability Learners); 5419 (Seizure-Safe Schools); 5420 (Behavioral Points of Contact); 5421 (Use of Restraints and Seclusion); 6500.2 (Full Educational Opportunity Goal); 6501.8 (Collection of Information Relating to Dyslexia); 6506 (Least Restrictive Environment); 6508.11 (Accessibility of IEP and Responsibility to Implement); 6511.1 (Disciplinary Removal of Students with Disabilities); and 9310.9 (Annual Organizational Meeting).

After opportunity for discussion and on roll call vote, the Board voted as follows:

Icenogle, aye; Hazard, aye; Gaasch, aye; Blessing, aye; Gifford, aye; Brandt, aye. 6 ayes. Motion carried.

Adjournment

It was moved by Mr. Brandt, seconded by Mrs. Gifford to adjourn the meeting.

After opportunity for discussion and on roll call vote, the Board voted as follows:

Icenogle, aye; Hazard, aye; Gaasch, aye; Blessing, aye; Gifford, aye; Brandt, aye. 6 ayes. Motion carried.

Notice of Meeting

This meeting was publicized in the Kearney Hub on Friday, July 7, 2023; radio stations KGFW and KKPR; and KSNB and KHGI T.V.

Next Meeting

The next regular meeting of the Kearney Public Schools Board of Education will be held on Monday, August 14, 2023 at 5:30 P.M. in the Staff Development Room in the Administration Building at 320 West 24th St., Kearney, NE 68845.

Dave Brandt, Secretary

<u>Special Board Committee of</u> <u>the Whole Meeting</u> Kind	<u>August 9, 2023</u> Date	<u>1st floor Conference Room</u> <u>Administration Building</u> Where Held	<u>Drew Blessing</u> President, presiding

Call to Order President Blessing called the meeting to order at 5:00 P.M.

Open Meetings Act President Blessing stated that this is an open, public meeting and a copy of the Open Meetings Act is posted in this room.

Roll Call Members Present:

Kathy Gifford	Paul Hazard
Drew Blessing	Dave Brandt
John D. Icenogle(late)	Stephen Gaasch

Guests Present: Shauna Paolini – Jobs for America’s Graduates

Approval of Agenda It was moved by Mrs. Gifford, seconded by Mr. Brandt to approve the agenda for the meeting, as presented.

After opportunity for discussion and on roll call vote, the Board voted as follows:

Icenogle, absent, Hazard, aye; Gaasch, aye; Blessing, aye; Gifford, aye; Brandt, aye. 5 ayes. 1 absent. Motion carried.

Agenda – The agenda for the meeting included the following items:

- Preview of August 14, 2023 regular Board of Education Meeting agenda
- Jobs for America’s Graduates Presentation/MOU discussion
- Safety Audit Presentation
- Park Elementary Boundary Purchase Agreement
- Board Meeting structure/Publications/Review upcoming meeting schedule
- A.I. Policy discussion

Adjournment It was moved by Mrs. Gifford, seconded by Mr. Hazard to adjourn the meeting.

After opportunity for discussion and on roll call vote, the Board voted as follows:

Icenogle, aye; Hazard, aye; Gaasch, aye; Blessing, aye; Gifford, aye; Brandt, aye. 6 ayes. Motion carried.

Notice of Meeting This meeting was publicized as in the Kearney Hub on Saturday, August 5, 2023; on radio stations KGFW and KKRK; and KSNB and KHGI. T.V.

Dave Brandt, Secretary

KEARNEY PUBLIC SCHOOLS DISTRICT #7**CLAIMS TO BE PAID IN AUGUST 2023****PUBLICATION OF CHECKS**

VENDOR	DESCRIPTION	AMOUNT
Aaron Weismann	Professional Services	\$ 50.00
Adison M Wood	Miscellaneous Expenditure	\$ 115.00
Affordable Plumbing Co	Miscellaneous Expenditure	\$ 4,000.00
Alexander Harms	Professional Services	\$ 50.00
All City Garage Door LLC	Repairs & Maintenance Services	\$ 250.00
All City Garage Door LLC	Furniture and Fixtures	\$ 21,014.00
All Makes	Furniture and Fixtures	\$ 7,342.00
All Makes Auto Supply	Supplies	\$ 124.90
All Makes Auto Supply	Tires and Parts	\$ 476.38
All Makes Auto Supply	Supplies	\$ 66.35
All Makes Auto Supply	Tires and Parts	\$ 614.82
All Makes Auto Supply	Tires and Parts	\$ 11.19
Alyssa Bauer	Professional Services	\$ 20.00
Amax Contracting Inc	Supplies	\$ 133.24
Amazon Capital Services	Supplies	\$ 12.99
Amazon Capital Services	Supplies	\$ 45.94
Amazon Capital Services	Supplies	\$ 119.61
Amazon Capital Services	Supplies	\$ 246.93
Amazon Capital Services	Supplies	\$ 32.98
Amazon Capital Services	Supplies	\$ 1,021.95
Amazon Capital Services	Textbooks	\$ 303.50
Amazon Capital Services	Supplies	\$ 296.34
Amazon Capital Services	Supplies	\$ 75.78
Amazon Capital Services	Supplies	\$ 37.99
Amazon Capital Services	Supplies	\$ 11.59
Amazon Capital Services	Supplies	\$ 17.79
Amazon Capital Services	Supplies	\$ 13.50
Amazon Capital Services	Supplies	\$ 225.92
Amazon Capital Services	Supplies	\$ 96.20
Amazon Capital Services	Supplies	\$ 49.98
Amazon Capital Services	TechnologyRelated Hardware	\$ 238.38
Amazon Capital Services	Supplies	\$ 352.79
Amazon Capital Services	Supplies	\$ 63.99
Amazon Capital Services	Supplies	\$ 145.15
Amazon Capital Services	Furniture and Fixtures	\$ 19.97
Amazon Capital Services	Supplies	\$ 289.01
Amazon Capital Services	Supplies	\$ 232.29
Amazon Capital Services	Supplies	\$ 113.38
Amazon Capital Services	Supplies	\$ 1,220.76
Amazon Capital Services	Supplies	\$ 833.41
Amazon Capital Services	Supplies	\$ 1,187.04
Amazon Capital Services	Supplies	\$ 666.87
Amazon Capital Services	Supplies	\$ 33.56

Amazon Capital Services	Miscellaneous Expenditure	\$	89.98
Amazon Capital Services	Supplies	\$	141.95
Amazon Capital Services	Miscellaneous Expenditure	\$	21.95
Amazon Capital Services	Miscellaneous Expenditure	\$	383.83
Amazon Capital Services	Supplies	\$	13.58
Amazon Capital Services	Supplies	\$	35.95
Amazon Capital Services	Supplies	\$	812.40
Amazon Capital Services	Miscellaneous Expenditure	\$	1,240.15
Amazon Capital Services	Miscellaneous Expenditure	\$	189.71
Amplify Education Inc	Textbooks Consumables	\$	2,571.52
Amplify Education Inc	Supplies	\$	1,147.77
Amplify Education Inc	Supplies	\$	2,588.76
Amy Haskett	Travel	\$	152.81
Amy Haskett	Travel	\$	43.30
Amy Springer	Travel	\$	186.01
Amy Springer	Travel	\$	89.62
Angela J KratochvilStava, MD	Professional Services	\$	500.00
Apple Inc	Supplies	\$	4,186.00
Apple Market	Food	\$	53.75
Arnold Motor Supply	Supplies	\$	108.99
ASCDAssoc for Supv & Curriculum Dev	Dues and Fees	\$	89.00
Ashley Siebenneicher	Family Sales	\$	24.50
AUCA Chicago Lockbox	Uniforms	\$	1,618.84
AUCA Chicago Lockbox	Uniforms	\$	171.45
Awards Unlimited	Supplies	\$	273.99
Awards Unlimited	Supplies	\$	273.99
Awarii Dunes Golf Club	Miscellaneous Expenditure	\$	5,390.00
Awarii Dunes Golf Club	Miscellaneous Expenditure	\$	8,520.00
BD Construction	Building Acquisitions and Improvements	\$	71,755.88
BD Construction	Building Acquisitions and Improvements	\$	61,292.43
BD Construction	Building Acquisitions and Improvements	\$	61,292.43
Bear Frame & Alignment	Vehicle Repair	\$	267.39
Bear Frame & Alignment	Vehicle Repair	\$	476.98
Bear Frame & Alignment	Vehicle Repair	\$	128.35
Bear Frame & Alignment	Vehicle Repair	\$	128.35
Bear Frame & Alignment	Vehicle Repair	\$	64.15
Benjamin Huls	Professional Services	\$	150.00
Best Western Plus Lincoln Inn & Suites	Travel	\$	914.50
Best Western Plus Lincoln Inn & Suites	Travel	\$	914.50
Best Western Plus Lincoln Inn & Suites	Travel	\$	436.00
Best Western Plus Lincoln Inn & Suites	Travel	\$	1,150.00
Bill's Trailer Sales	Vehicle Acquisition	\$	12,600.00
Black Hills Energy	Natural Gas	\$	68.31
Black Hills Energy	Natural Gas	\$	0.14
Blick Art Materials II	Supplies	\$	164.48
Brightly Software Inc	Professional Services	\$	20,488.22
Broadfoot's Sand & Gravel Incorporated	Professional Services	\$	1,912.50
Brooke Renee Anderson	Miscellaneous Expenditure	\$	450.00
Bryce Mason	Professional Services	\$	200.00

BSN Sports, LLC	Miscellaneous Expenditure	\$	1,335.36
BSN Sports, LLC	Miscellaneous Expenditure	\$	2,640.59
BSN Sports, LLC	Miscellaneous Expenditure SMS/HMS	\$	562.40
BSN Sports, LLC	Miscellaneous Expenditure	\$	102.38
BSN Sports, LLC	Uniforms	\$	1,656.00
BSN Sports, LLC	Miscellaneous Expenditure	\$	4,146.00
BSN Sports, LLC	Miscellaneous Expenditure	\$	349.01
BSN Sports, LLC	Miscellaneous Expenditure	\$	163.17
BSN Sports, LLC	Miscellaneous Expenditure	\$	165.00
BSN Sports, LLC	Miscellaneous Expenditure	\$	171.00
Buffalo County Community Health Partners	Dues and Fees	\$	1,000.00
Builders HowTo Warehouse	Miscellaneous Expenditure	\$	7,551.60
Builders HowTo Warehouse	Supplies	\$	176.13
Builders HowTo Warehouse	Supplies	\$	51.09
Builders HowTo Warehouse	Miscellaneous Expenditure	\$	7,578.93
Career Learning	Supplies	\$	723.00
Carl Whitney Sand & Gravel	Supplies	\$	200.00
Carol Kenton	Travel	\$	77.81
Carol Kenton	Travel	\$	14.87
Carol Kreutzer	Travel	\$	133.54
Cash from NebraskaLand National Bank	Dues and Fees	\$	183.98
CashWa Distributing	Food	\$	3,146.65
CashWa Distributing	Food	\$	25,151.76
CED/American Electric	Supplies	\$	118.69
Central Restaurant Products	Furniture and Fixtures	\$	10,772.00
Central States Safety & Driver Trng LLC	Professional Services	\$	1,250.00
Chad Gillespie	Professional Services	\$	75.00
Charter Communications	Supplies	\$	41.82
Charter Communications	Other Communication	\$	2,708.82
Charter Communications	Other Communication	\$	28.59
Charter Communications	Miscellaneous Expenditure	\$	23.30
Choice Paint and Supply	Supplies	\$	747.15
City Of Kearney	Miscellaneous Expenditure	\$	1,271.00
City Of Kearney	Miscellaneous Expenditure	\$	775.00
City Of Kearney	Miscellaneous Expenditure	\$	19.62
City of Kearney School Resource Office	Security Officer	\$	12,163.28
City of KearneyWater, Sanitn, Sewer Dept	Garbage	\$	13,513.83
Coach Master's Inc	Vehicle Repair	\$	361.20
Colby Emal	Professional Services	\$	75.00
Colin Murray	Professional Services	\$	100.00
Colton Albrecht	Professional Services	\$	50.00
Committee for Children	Textbooks	\$	4,658.00
Complete Weddings & Events	Miscellaneous Expenditure	\$	525.00
Copycat Printing Inc	Supplies	\$	280.25
Copycat Printing Inc	Miscellaneous Expenditure	\$	2,800.00
Copycat Printing Inc	Miscellaneous Expenditure SMS/HMS	\$	227.50
Cornhusker Cleaning Supply.	Supplies	\$	86.98
Cottonmill Enterprises, Inc	Miscellaneous Expenditure	\$	300.00
Courtyard by Marriott Aksarben Village	Miscellaneous Expenditure	\$	656.00

Courtyard Lincoln Downtown	Miscellaneous Expenditure	\$	656.00
CPI	Travel	\$	200.00
CPI	Supplies	\$	5,498.00
Culligan Of Kearney	Miscellaneous Expenditure	\$	35.00
Culligan Of Kearney	Miscellaneous Expenditure	\$	44.00
Culligan Of Kearney	Supplies	\$	42.50
Culligan Of Kearney	Supplies	\$	623.75
Cummins Central Power LLC	Vehicle Repair	\$	14,043.92
Dan's Sanitation Inc	Garbage	\$	255.96
Dan's Sanitation Inc	Garbage	\$	0.54
DAS State Accounting Central Finance	Purchased Service Telephone	\$	238.13
Dawson Public Power District	Electricity	\$	512.46
Dawson Public Power District	Electricity	\$	1.08
Deborah Merz	Miscellaneous Expenditure	\$	55.70
Dellene Bosard	Supplies	\$	58.91
Desiree John	Travel	\$	11.33
Desiree John	Travel	\$	3.47
Dmilaco Sports Fashions	Supplies	\$	500.00
Doug Mitchell	Professional Services	\$	100.00
Dude Solutions, Inc.	Professional Services	\$	2,753.39
Eakes Office Solutions	Copier & Printing Usage	\$	850.46
Eakes Office Solutions	Supplies	\$	36.68
Eakes Office Solutions	Supplies	\$	2,979.70
Eakes Office Solutions	Supplies	\$	19.94
Eakes Office Solutions	Supplies	\$	153.99
Eakes Office Solutions	Supplies	\$	643.24
Eakes Office Solutions	Supplies	\$	1,850.99
Eakes Office Solutions	Supplies	\$	507.30
Eakes Office Solutions	Supplies	\$	4,030.37
Eakes Office Solutions	Supplies	\$	4,238.45
Eakes Office Solutions	Supplies	\$	19.99
Eakes Office Solutions	Supplies	\$	2,890.18
Eakes Office Solutions	Supplies	\$	19.94
Eakes Office Solutions	Supplies	\$	5,065.15
Eakes Office Solutions	Supplies	\$	160.80
Eakes Office Solutions	Supplies	\$	776.20
Eakes Office Solutions	Supplies	\$	1,042.70
Eakes Office Solutions	Supplies	\$	3,297.94
Eakes Office Solutions	Supplies	\$	866.19
Eakes Office Solutions	Supplies	\$	79.60
Eakes Office Solutions	Supplies	\$	1,375.85
Eakes Office Solutions	Supplies	\$	208.32
Eakes Office Solutions	Supplies	\$	208.32
Eakes Office Solutions	Supplies	\$	208.32
Eakes Office Solutions	Supplies	\$	437.29
Eakes Office Solutions	Supplies	\$	1,143.79
Eakes Office Solutions	Supplies	\$	1,110.03
Eakes Office Solutions	Supplies	\$	464.19
Eakes Office Solutions	Supplies	\$	2,831.93

Eakes Office Solutions	Supplies	\$	56.10
Eakes Office Solutions	Supplies	\$	312.54
Eakes Office Solutions	Supplies	\$	14.71
Eakes Office Solutions	Supplies	\$	6.39
Eakes Office Solutions	Supplies	\$	6,289.76
Eakes Office Solutions	Supplies	\$	57.79
Eakes Office Solutions	Professional Services	\$	2,346.00
Eakes Office Solutions	Supplies	\$	29.09
Eakes Office Solutions	Supplies	\$	88.38
Eakes Office Solutions	Supplies	\$	185.87
Eakes Office Solutions	Supplies	\$	7.48
Eakes Office Solutions	Supplies	\$	18.70
Eakes Office Solutions	Supplies	\$	18.70
Eakes Office Solutions	Miscellaneous Expenditure	\$	703.80
Echo Group Inc.	Supplies	\$	13,071.59
Ecolab Inc.	Supplies	\$	363.00
Ed Broadfoot & Sons Sand & Gravel	Miscellaneous Expenditure	\$	681.25
Edgerton Education Foundation	Professional Services	\$	1,128.00
Edlio LLC	Professional Services	\$	14,200.00
Elizabeth A. Thompson	Textbooks Supplementals	\$	525.00
Embassy SuitesLincoln	Miscellaneous Expenditure	\$	4,004.00
Essential Food Group Inc	Food	\$	81.48
ESU 10	Supplies	\$	60.00
ESU 10	Sped Tuition/Agencies	\$	473.22
ESU 10	Pupil Services	\$	9,013.00
ESU 10	Sped Tuition/Agencies	\$	10,881.85
ESU 10	Sped Tuition/Agencies	\$	1,828.80
ESU 10	Sped Tuition/Agencies	\$	4,609.46
ESU 10	Sped Tuition/Agencies	\$	5,316.58
ESU 10	Dues and Fees	\$	100.00
ESU 10	Dues and Fees	\$	75.00
ESU 10	Dues and Fees	\$	75.00
ESU 10	Sped Tuition/Agencies	\$	1,397.34
ESU 10	Sped Tuition/Agencies	\$	804.81
ESU 6	Travel	\$	60.00
ESU Coordinating Council Ainsworth, NE	Library Referances	\$	5,168.94
Expression Wear Inc	Miscellaneous Expenditure	\$	1,110.00
Farmers Union Coop Assn	Vehicle Gasoline	\$	112.50
Farmers Union Coop Assn	Vehicle Gasoline	\$	157.27
Fisher Athletic Equipment Inc	Miscellaneous Expenditure	\$	1,915.00
Follett School Solutions Inc	Textbooks	\$	3,697.90
Follett School Solutions Inc	Supplies	\$	350.29
Follett School Solutions Inc	Technology Software	\$	4,838.90
Fred J. Miller, Inc	Miscellaneous Expenditure	\$	345.00
Frontier	Professional Services	\$	517.84
Frontline Technologies Group LLC	Professional Services	\$	16,939.32
George McHargue	Dues and Fees	\$	115.00
Global Payments, Inc.	Technology Software	\$	2,060.00
Grady Corrigan	Professional Services	\$	225.00

Graham Tire	Tires and Parts	\$ 1,243.50
Graham Tire	Tires and Parts	\$ 749.05
Grayson Bragg	Professional Services	\$ 72.00
Great Minds LLC	Textbooks	\$ 403,609.19
Harco Athletic Reconditioning Inc	Miscellaneous Expenditure SMS/HMS	\$ 884.00
Health Management Systems Inc	Professional Services	\$ 36,803.00
Heritage Landscape Supply Group Inc	Supplies	\$ 750.87
Heritage Water Services Inc.	Professional Services	\$ 955.00
Heritage Water Services Inc.	Professional Services	\$ 955.00
High Point Networks, LLC	Professional Services	\$ 112.50
High Point Networks, LLC	TechnologyRelated Hardware	\$ 5,750.00
Hiland Dairy Foods	Food	\$ 2,058.73
Hobart Sales & Service E.F. Incorporated	Supplies	\$ 91.77
Hobby Lobby Stores Inc	Supplies	\$ 123.07
Hobby Lobby Stores Inc	Miscellaneous Expenditure	\$ 252.43
Hobby Lobby Stores Inc	Miscellaneous Expenditure	\$ 59.99
Hobby Lobby Stores Inc	Supplies	\$ 8.60
Hoehner Turf Irrigation	Lawn Services	\$ 6,485.40
Holmes Plumbing & Htg	Supplies	\$ 728.12
Hometown Leasing	Rentals of Equipment and Vehicles	\$ 9,142.53
HyVee Accounts Receivable	Supplies	\$ 224.36
Illuminate Education Inc	Technology Software	\$ 1,384.75
Insulation Systems, Inc	Repairs & Maintenance Services	\$ 809.37
Integrated Security Solutions LLC	Professional Services	\$ 2,036.00
Intellicom	Professional Services	\$ 30,361.70
InterState Studio & Publishing Co	Miscellaneous Expenditure	\$ 770.88
Iowa School for the deaf	Pupil Services	\$ 35,321.00
J Spot Services LLC	Professional Services	\$ 912.50
J W Pepper & Son Inc	Supplies	\$ 120.00
Jacey McReynolds	Professional Services	\$ 90.00
Jaden Engen	Miscellaneous Expenditure	\$ 190.00
Jason Mundorf	Travel	\$ 340.60
Jason Owens	Travel	\$ 346.96
Jeana Peterson	Travel	\$ 177.70
Jill Clevenger	Supplies	\$ 112.00
Jim Moran	Professional Services	\$ 200.00
JJ Fedderson	Professional Services	\$ 100.00
Jostens, Inc.	Miscellaneous Expenditure	\$ 240.00
Jump A Roo	Miscellaneous Expenditure	\$ 250.00
Kaplan Early Learning Company	Supplies	\$ 351.78
Kaplan Early Learning Company	Supplies	\$ 1,074.94
Kara Estes	Transportation Charges	\$ 163.75
KDENT Inc	Professional Services	\$ 10,000.00
Kearney Ace Hardware	Supplies	\$ 17.47
Kearney Ag & Auto Repair Inc	Vehicle Repair	\$ 3,790.66
Kearney Ag & Auto Repair Inc	Vehicle Repair	\$ 90.18
Kearney Ag & Auto Repair Inc	Vehicle Repair	\$ 106.14
Kearney Ag & Auto Repair Inc	Vehicle Repair	\$ 95.03
Kearney Ag & Auto Repair Inc	Vehicle Repair	\$ 90.18

Kearney Ag & Auto Repair Inc	Vehicle Repair	\$	76.42
Kearney Ag & Auto Repair Inc	Vehicle Repair	\$	87.05
Kearney Ag & Auto Repair Inc	Vehicle Repair	\$	578.98
Kearney Area Solid Landfill City Of Kear	Professional Services	\$	807.26
Kearney Area Solid Landfill City Of Kear	Dues and Fees	\$	10.00
Kearney PowerSports	Vehicle Repair	\$	503.70
Kearney PowerSports	Tires and Parts	\$	29.95
Kearney Pub SchFoundation	Professional Services	\$	34,773.17
Kearney Pub SchFoundation	Professional Services	\$	32,134.85
Kearney Pub SchFoundation	Professional Services	\$	23,743.33
Kearney Quality Sew & Vac	Repairs & Maintenance Services	\$	870.77
Kearney Tire & Auto Service Co	Vehicle Repair	\$	50.32
Kearney Tire & Auto Service Co	Vehicle Repair	\$	193.06
Kearney Towing & Repair Center Inc	Professional Services	\$	200.00
Kearney Winlectric Co	Supplies	\$	335.47
Kearney Winnelson	Supplies	\$	6,375.74
Kearney Winnelson	Building Acquisitions and Improvements	\$	31,958.00
Keith Koupal	Professional Services	\$	175.00
Kelly Supply Co	Supplies	\$	1,494.92
Kidwell	Professional Services	\$	1,950.00
Kirstin Kirkland	Travel	\$	36.28
Kori Hoffart	Professional Services	\$	20.00
KPS Foundation	Miscellaneous Expenditure	\$	10,100.00
Lakeshore Lrng Materials	Supplies	\$	680.41
Lakeshore Lrng Materials	Supplies	\$	23,424.09
Lawson Products Inc	Supplies	\$	259.93
Lincoln East High School	Dues and Fees	\$	125.00
Literacy Resources LLC	Supplies	\$	124.00
Lou's Sporting Goods	Supplies	\$	276.38
Lou's Sporting Goods	Miscellaneous Expenditure	\$	2,907.38
Mackenzie Cochran	Professional Services	\$	25.00
Mackenzie Krull	Professional Services	\$	75.00
Maddox Boyd	Professional Services	\$	40.00
Mailgun Technologies Inc	Technology Software	\$	325.00
Marci Ochsner	Travel	\$	26.46
Martin Kracl	Professional Services	\$	150.00
Masters True Value	Supplies	\$	605.75
Matheson TriGas Inc	Rentals of Equipment and Vehicles	\$	497.66
Matheson TriGas Inc	Supplies	\$	1,772.96
Matt Graves	Professional Services	\$	50.00
Megan Braden	Travel	\$	47.55
Menards Kearney	Supplies	\$	1,307.17
Menards Kearney	Supplies	\$	976.25
Menards Kearney	Supplies	\$	478.20
Merrick Bruce	Professional Services	\$	25.00
Merryman Performing Arts Center	Dues and Fees	\$	585.76
Metal Doors & Hardware Co	Supplies	\$	5,566.19
Mid America Golf and Landscape Inc	Building Acquisitions and Improvements	\$	178,000.00
Midway Chrysler Dodge Jeep	Vehicle Repair	\$	870.00

Midwest Connect	Supplies	\$	0.63
Midwest Connect	Postage	\$	0.63
Midwest Connect	Postage	\$	37.08
Midwest Connect	Postage	\$	4,122.29
Midwest Connect	Postage	\$	2.52
Midwest Connect	Postage	\$	21.42
Midwest Connect	Postage	\$	59.65
Midwest Connect	Postage	\$	127.14
Midwest Connect	Postage	\$	3.30
Midwest Connect	Postage	\$	7.80
Midwest Connect	Postage	\$	3.21
Midwest Connect	Miscellaneous Expenditure	\$	7.02
Midwest Connect	Postage	\$	4,100.41
Midwest Connect	Postage	\$	14.84
Midwest Floor Specialties	Professional Services	\$	15,025.00
Midwest Grads	Commencement Expense	\$	5,119.20
Midwest Turf & Irrigation	Supplies	\$	875.59
Midwest Turf & Irrigation	Furniture and Fixtures	\$	43,642.56
Mighty Ducts	Professional Services	\$	3,700.00
Miller Signs	Tires and Parts	\$	1,900.00
Miller Signs	Tires and Parts	\$	150.00
Misko Sports	Miscellaneous Expenditure	\$	736.00
Moonlight Embroidery & Screen Print	Miscellaneous Expenditure	\$	664.00
Moonlight Embroidery & Screen Print	Miscellaneous Expenditure	\$	1,104.35
Moonlight Embroidery & Screen Print	Miscellaneous Expenditure	\$	400.00
Moonlight Embroidery & Screen Print	Miscellaneous Expenditure	\$	772.00
Moonlight Embroidery & Screen Print	Miscellaneous Expenditure	\$	184.00
Morris Press & Office Supplies	Supplies	\$	129.00
n2y, LLC	Supplies	\$	154.99
NASBNE Association of School Boards	Professional Services	\$	500.00
National Insurance Marketing Brokers LLC	Professional Services	\$	282.00
NCS Pearson Inc	Supplies	\$	5,695.00
NCS Pearson Inc	Supplies	\$	2,188.13
NCS Pearson Inc	Supplies	\$	403.86
NCSANebraska Council of School Admin	Miscellaneous Expenditure	\$	645.00
NCSANebraska Council of School Admin	Dues and Fees	\$	100.00
NCSANebraska Council of School Admin	Dues and Fees	\$	209.00
NCSANebraska Council of School Admin	Professional Services	\$	3,131.00
NDE Early Childhood Training Center	Professional Services	\$	20.00
Nebraska Central Equipment Co	Tires and Parts	\$	1,227.64
Nebraska Central Equipment Co	Tires and Parts	\$	43.97
Nebraska Coaches Association	Miscellaneous Expenditure	\$	430.00
Nebraska Public Health Envrmt Lab	Professional Services	\$	15.00
Nebraska Public Power District	Electricity	\$	50,241.70
Nebraska Public Power District	Miscellaneous Expenditure	\$	34.07
Nebraska Public Power District	Miscellaneous Expenditure	\$	36.47
Nebraska Safety Center	Professional Services	\$	1,400.00
Nebraska Secretary of State	Fidelity Bond	\$	30.00
Niki Sedlacek	Miscellaneous Expenditure	\$	70.00

Nolan Sughroue	Professional Services	\$ 225.00
Northwestern Energy	Natural Gas	\$ 1,943.94
Northwestern Energy New Construction	Miscellaneous Expenditure	\$ 8.42
Nutrien Ag Solutions	Supplies	\$ 2,204.85
Omaha World Herald	Supplies	\$ 81.50
One Call Concepts Inc	Professional Services	\$ 59.00
One Source	Professional Services	\$ 757.45
Panera Bread LLC	Food	\$ 1,108.25
Paul Cloutier	Professional Services	\$ 225.00
PEP CO, Inc.	Professional Services	\$ 1,170.00
PlasmaCam, Inc.	Miscellaneous Expenditure	\$ 117.16
Platinum Awards & Gifts	Supplies	\$ 154.90
Platinum Awards & Gifts	Supplies	\$ 14.35
Platinum Awards & Gifts	Miscellaneous Expenditure	\$ 237.50
Platte Valley Communications	Repairs & Maintenance Services	\$ 411.49
Platte Valley Laboratories	Professional Services	\$ 50.00
Play With A Purpose	Supplies	\$ 920.53
Playground Equipment.com	Supplies	\$ 1,186.00
Precision Foundations Inc	Miscellaneous Expenditure	\$ 37,318.20
Premier Rental Purchase	TechnologyRelated Hardware	\$ 1,599.98
Premier Rental Purchase	Supplies	\$ 699.99
Premier Rental Purchase	Supplies	\$ 699.99
ProEd Inc.	Supplies	\$ 126.50
Qdoba Mexican Grill	Food	\$ 727.91
Quill Corporation	Supplies	\$ 478.65
Quill Corporation	Supplies	\$ 237.98
Quill Corporation	Supplies	\$ 222.17
Renaissance Learning Inc	Map Testing	\$ 122,465.42
Renaissance Learning Inc	Map Testing	\$ 20,223.84
RevTrak	Supplies	\$ 19.95
Riddell All Amercian Sports	Supplies	\$ 3,884.95
Riverside Assessments, LLC	Supplies	\$ 1,563.32
Robert Watkins	Family Sales	\$ 133.65
rSchool Today	Miscellaneous Expenditure	\$ 595.00
Russell's Appliances	Supplies	\$ 49.99
Rutt's Heating & Air Conditioning Inc	Building Acquisitions and Improvements	\$ 8,800.00
Sam Glenn	Professional Services	\$ 4,500.00
Sara Langan	Travel	\$ 135.27
Sara Langan	Travel	\$ 87.06
Sayler Screenprinting	Miscellaneous Expenditure	\$ 680.80
Sayler Screenprinting	Miscellaneous Expenditure	\$ 337.50
Scholastic Inc	Supplies	\$ 250.00
Scholastic Inc.	Supplies	\$ 1,482.57
Scholastic Inc.	Periodicals	\$ 45.56
School Mate Morris Press	Supplies	\$ 322.50
School Mate Morris Press	Supplies	\$ 806.25
School Mate Morris Press	Supplies	\$ 806.25
School Mate Morris Press	Supplies	\$ 559.00
School Mate Morris Press	Supplies	\$ 591.25

School Mate Morris Press	Supplies	\$ 378.40
School Mate Morris Press	Supplies	\$ 260.15
School Mate Morris Press	Supplies	\$ 763.25
SCHOOLSin	Supplies	\$ 186.80
Scorevision	Miscellaneous Expenditure	\$ 4,500.00
Scott Schukar	Professional Services	\$ 150.00
Screencastify, LLC	Technology Software	\$ 12,976.95
SensoryEdge	Supplies	\$ 319.95
Sheridan Swotek	Miscellaneous Expenditure	\$ 157.58
SherwinWilliams	Supplies	\$ 1,557.01
Shiffler Equipment Sales Inc OHIO	Supplies	\$ 442.32
Shredding Solutions	Supplies	\$ 146.93
Shredding Solutions	Miscellaneous Expenditure	\$ 50.03
Smallcakes of Kearney	Supplies	\$ 63.75
Sophie Glandt	Professional Services	\$ 90.00
Spracklin Chiropractic	Physicals	\$ 360.00
Stericycle	Professional Services	\$ 69.45
Striv, Inc	Dues and Fees	\$ 3,975.00
Sunbelt Rentals	Rentals of Equipment and Vehicles	\$ 1,040.62
SupplyWorks	Supplies	\$ 14,872.80
SupplyWorks	Machinery	\$ 13,400.00
Teacher Synergy Inc	Supplies	\$ 151.03
Teaching Strategies LLC	Professional Services	\$ 303.60
Teaching Strategies LLC	Professional Services	\$ 506.00
Teaching Strategies LLC	Supplies	\$ 683.10
Teaching Strategies LLC	Supplies	\$ 1,024.65
Teaching Strategies LLC	Miscellaneous Expenditure	\$ 1,290.30
Tennille Allison	Miscellaneous Expenditure	\$ 119.19
The Line Up	Miscellaneous Expenditure	\$ 3,834.70
The Lockmobile	Supplies	\$ 25.00
The Lockmobile	Tires and Parts	\$ 115.00
Theison Anderson	Miscellaneous Expenditure	\$ 545.00
Those Blasted Signs & Designs	Miscellaneous Expenditure	\$ 65.00
Tobii Dynavox LLC	Supplies	\$ 1,074.60
Tractor Supply Co.	Supplies	\$ 649.95
Trane	Supplies	\$ 1,983.42
Trane	Building Acquisitions and Improvements	\$ 14,270.00
Trane	Building Acquisitions and Improvements	\$ 32,983.99
TriCounty Glass Inc	Repairs & Maintenance Services	\$ 233.00
ULINE	Supplies	\$ 774.99
Unite Private Networks LLC	Other Communication	\$ 8,584.65
US Bank Cardmember Service	Supplies	\$ 36.00
US Bank Cardmember Service	Supplies	\$ 36.00
US Bank Cardmember Service	Supplies	\$ 32.09
US Bank Cardmember Service	Travel	\$ 1,235.44
US Bank Cardmember Service	Miscellaneous Expenditure	\$ 78.00
US Bank Cardmember Service	Advertising	\$ 1,137.00
US Bank Cardmember Service	Supplies	\$ 36.00
US Bank Cardmember Service	Professional Services	\$ 36.00

US Bank Cardmember Service	Professional Services	\$	113.00
US Bank Cardmember Service	Travel	\$	226.53
US Bank Cardmember Service	Dues and Fees	\$	275.00
US Bank Cardmember Service	Supplies	\$	108.89
US Bank Cardmember Service	Supplies	\$	471.99
US Bank Cardmember Service	Driver License/Criminal History	\$	30.00
US Bank Cardmember Service	Tires and Parts	\$	246.17
US Bank Cardmember Service	Miscellaneous Expenditure	\$	20.31
US Bank Cardmember Service	Travel	\$	46.88
US Bank Cardmember Service	Miscellaneous Expenditure	\$	1,624.12
US Bank Cardmember Service	Miscellaneous Expenditure	\$	1,098.71
US Bank Cardmember Service	Transportation Charges	\$	159.44
US Bank Cardmember Service	Transportation Charges	\$	79.66
US Bank Cardmember Service	Transportation Charges	\$	441.31
US Bank Cardmember Service	Miscellaneous Expenditure	\$	286.35
US Bank Cardmember Service	Transportation Charges	\$	139.90
US Bank Cardmember Service	Miscellaneous Expenditure	\$	683.10
US Bank Cardmember Service	Miscellaneous Expenditure	\$	566.14
US Bank Cardmember Service	Supplies	\$	390.99
US Bank Cardmember Service	Transportation Charges	\$	17.17
US Bank Cardmember Service	Miscellaneous Expenditure	\$	370.21
US Bank Cardmember Service	Travel	\$	563.75
US Bank Cardmember Service	Miscellaneous Expenditure	\$	71.99
US Bank Cardmember Service	Miscellaneous Expenditure	\$	230.57
US Bank Cardmember Service	Dues and Fees	\$	513.50
US Bank Cardmember Service	Miscellaneous Expenditure	\$	833.00
US Bank Cardmember Service	Transportation Charges	\$	268.53
US Bank Cardmember Service	Miscellaneous Expenditure	\$	2,509.16
US Bank Cardmember Service	Transportation Charges	\$	99.83
US Bank Cardmember Service	Miscellaneous Expenditure	\$	623.00
US Bank Cardmember Service	Miscellaneous Expenditure	\$	299.51
US Bank Cardmember Service	Miscellaneous Expenditure	\$	125.00
Varsity Spirit LLC	Miscellaneous Expenditure	\$	4,606.60
Verizon Wireless	Purchased Service Telephone	\$	999.49
Verizon Wireless	Purchased Service Telephone	\$	-
Verizon Wireless	Purchased Service Telephone	\$	-
Verizon Wireless	Purchased Service Telephone	\$	-
Verizon Wireless	Purchased Service Telephone	\$	-
Verizon Wireless	Purchased Service Telephone	\$	-
Verizon Wireless	Purchased Service Telephone	\$	-
Verizon Wireless	Purchased Service Telephone	\$	-
Verizon Wireless	Purchased Service Telephone	\$	-
Verizon Wireless	Purchased Service Telephone	\$	-
Verizon Wireless	Purchased Service Telephone	\$	-
Verizon Wireless	Miscellaneous Expenditure	\$	30.04
Verizon Wireless	Purchased Service Telephone	\$	-
Walmart Community BRC	Supplies	\$	1,410.11

West Music	Supplies	\$	56.80
West Music Company	Supplies	\$	228.80
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	1,099.99
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	192.31
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	192.31
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	192.31
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	4,528.97
Will Richter	Miscellaneous Expenditure	\$	1,948.25
Yandas Music	Supplies	\$	44.22
Yandas Music	Supplies	\$	302.00
Yandas Music	Supplies	\$	92.00
Yandas Music	Commencement Expense	\$	460.00
Zimmerman Printers	Supplies	\$	650.00

**SPECIAL BUILDING FUND and QCPUF
CLAIMS TO REPORT FOR AUGUST 2023**

VENDOR	DESCRIPTION		
BD Construction	Building Acquisitions and Improvements	\$	194,092.29
BD Construction	Building Acquisitions and Improvements	\$	49,059.45
BD Construction	Building Acquisitions and Improvements	\$	211,081.75
BD Construction	Building Acquisitions and Improvements	\$	211,081.75
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	715.52
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	715.52
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	440.61
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	715.52
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	21,449.86
WILKINS ArchitectureDesignPlanning	Building Acquisitions and Improvements	\$	28,265.88

TREASURER'S REPORT

General Account - NebraskaLand National Bank Month Ending JULY 31, 2023

Per Bank

			31,490,993.23
NebraskaLand Bank	July 31, 2023	\$	31,490,993.23
Less Outstanding Checks		\$	(21,442.05)
Less Outstanding Other Disbursements		\$	-
Plus Outstanding Deposits		\$	(219.04)
Adjustment		\$	-
Ending Balance		\$	<u>31,469,332.14</u>

Per Books

Beginning Balance	July 31, 2023	\$	34,339,506.43
Plus Receipts		\$	2,608,664.81
Less Expenditures		\$	(5,478,839.10)
Less Returned Checks			
Adjustment		\$	-
Voided Checks			
Ending Book Balance	July 31, 2023	\$	<u>31,469,332.14</u>

Flex Spending Account Balance

\$98,356.68

School District 7

Fund Balances

Fiscal Year: 2022-2023

Month: July
Year: 2023
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>
01	General Fund	\$14,191,372.86	\$68,763,487.36	(\$61,061,194.42)	\$0.00	\$21,893,665.80
02	Depreciation Fund	\$707,403.09	\$115,994.63	(\$298,768.57)	\$0.00	\$524,629.15
03	Employee Benefit Fund	\$312,524.22	\$0.00	(\$27.49)	\$0.00	\$312,496.73
05	Activities Fund	\$2,579,658.31	\$1,740,856.40	(\$2,291,483.55)	\$243,307.00	\$2,272,338.16
06	School Nutrition Fund	\$2,766,125.03	\$3,572,175.77	(\$3,798,747.02)	\$0.00	\$2,539,553.78
07	Bond Fund	\$7,802,024.10	\$7,288,649.15	(\$7,554,571.20)	\$0.00	\$7,536,102.05
08	Special Building Fund	\$2,286,990.88	\$435,631.95	(\$747,077.72)	\$0.00	\$1,975,545.11
09	Qualified Capital Fund	\$0.00	\$9,997,199.39	(\$8,285,586.76)	\$0.00	\$1,711,612.63
10	Coop Fund	\$2,450.11	\$878,365.16	(\$766,446.38)	\$0.00	\$114,368.89
12	Student Fee Fund	\$189,192.13	\$259,871.60	(\$178,687.15)	\$0.00	\$270,376.58
Grand Total:		\$30,837,740.73	\$93,052,231.41	(\$84,982,590.26)	\$243,307.00	\$39,150,688.88

End of Report

DATE: July 2023

	<u>FY 2023</u>	<u>TOTAL BUDGET</u>	<u>%</u>	<u>FY 2022</u>	<u>TOTAL BUDGET</u>	<u>%</u>	<u>FY 2021</u>	<u>TOTAL BUDGET</u>	<u>%</u>
GENERAL FUND									
Income:	68,763,487.36	68,128,808.00	100.93%	65,120,558.17	66,050,806.00	98.59%	62,021,542.00	61,392,844.00	101.02%
Expense:	<u>61,061,194.42</u>	68,128,808.00	89.63%	<u>65,815,088.02</u>	66,050,806.00	99.64%	<u>58,810,341.00</u>	61,392,844.00	95.79%
Net:	7,702,292.94			(694,529.85)			3,211,201.00		

BUILDING FUND									
Income:	435,631.95	2,614,762.00	16.66%	337,665.36	2,937,463.00	11.50%	1,315,609.00	6,000,000.00	21.93%
Expense:	<u>747,077.72</u>	2,614,762.00	28.57%	<u>713,202.19</u>	2,937,463.00	24.28%	<u>3,256,627.00</u>	6,000,000.00	54.28%
Net:	(311,445.77)			(375,536.83)			(1,941,018.00)		

SCHOOL NUTRITION FUND									
Income:	3,572,175.77	4,559,552.00	78.34%	4,447,627.19	3,711,432.00	119.84%	3,854,308.00	3,531,532.00	109.14%
Expense:	<u>3,798,747.02</u>	4,559,552.00	83.31%	<u>3,472,474.82</u>	3,711,432.00	93.56%	<u>2,910,025.00</u>	3,531,532.00	82.40%
Net:	(226,571.25)			975,152.37			944,283.00		

	<u>TOTAL</u>	<u># OF DAYS</u>	<u>DAILY AVG.</u>	<u>TOTAL</u>	<u># OF DAYS</u>	<u>DAILY AVG.</u>	<u>TOTAL</u>	<u># OF DAYS</u>	<u>DAILY AVG.</u>
Lunch	586,440	169.64	3,457	730,974	166.04	4,402.40	666,398	161.41	4,128.60
Breakfast	152,424	168.33	906	168,260	164.14	1,025.10	153,667	159.96	960.66

Bearcat Diner Financial Statement for Month Ending July 31, 2023

Receipts:		Budget	Month End	Year-to-Date	% of Budget	2021-2022%
Federal Reimbursement	\$	1,745,000.00	\$ 43,980.45	\$ 2,293,689.54	131.44%	200.49%
State Reimbursement	\$	-	\$ -	\$ -	0.00%	0.00%
Sale of Lunches -Pupils	\$	1,250,000.00	\$ 36,572.45	\$ 1,216,154.00	97.29%	17.13%
Other Income	\$	47,700.00	\$ 522.00	\$ 62,332.23	130.68%	85.03%
District Support				\$ -		
Total:	\$	3,042,700.00	\$ 81,074.90	\$ 3,572,175.77	117.40%	116.56%
Expenditures:						
Salaries/Fringe	\$	1,893,184.10	\$ 60,368.36	\$ 1,825,354.72	96.42%	106.65%
				\$ -		
	\$	1,893,184.10	\$ 60,368.36	\$ 1,825,354.72	96.42%	106.65%
				\$ -		
Food Items	\$	1,853,400.00	\$ 19,399.05	\$ 1,773,369.33	95.68%	89.22%
Equipment	\$	150,000.00	\$ 4,399.00	\$ 163,508.52	109.01%	58.91%
Supplies,Repairs and Other	\$	77,000.00	\$ 2,522.70	\$ 36,514.45	47.42%	46.78%
Total:	\$	3,973,584.10	\$ 86,689.11	\$ 3,798,747.02	95.60%	94.22%
Revenue Over/Under Expenses			\$ (5,614.21)	\$ (226,571.25)		
Beginning Balance	\$	2,766,125.03		\$ 2,766,125.03		
Ending Balance	\$	2,766,125.03		\$ 2,539,553.78		
End of Month Balance						\$2,667,922.58
Federal Money Due			\$ 23,381.13			
Accounts Receivable < \$50.00			\$ 3,660.37			
Accounts Receivable > \$50.00			\$ 29,960.81			

Annual Board Report			
Notheast Elementary School			
Report as of Year Ending: August 1, 2022 - July 31, 2023			
Per Bank Statement			
	FNBO	August 1, 2022	\$19,603.39
	Plus Deposits		\$26,133.20
	Less Expenditures		\$25,465.09
	Less Outstanding Checks		\$0.00
	Statement Ending Balance	July 31, 2023	\$20,271.50
Per Check Register			
	Balance of August 1, 2022		\$19,039.90
	Revenue Collected August 1, 2022 - July 31, 2023		
	Saylor SpiritWear Proceeds		\$376.66
	Hyvee Giving Tags		\$35.00
	BoxTops for Education		\$215.80
	Boon Fundraiser		\$4,861.82
	Puffins (Whye's Choice) Fundraiser		\$13,635.00
	Carnival Wristbands		\$6,661.02
	Donations		\$347.90
	Total Deposits		\$26,133.20
	Disbursements August 1, 2022 - July 31, 2023		
	Activity:		
	Open House		\$591.67
	Directory		\$285.69
	Class Ice Cream Party - Top Sales		\$80.58
	Teacher Reimbursements		\$2,441.77
	Playground Sign - Final Payment		\$3,550.00
	Holiday Movie Night		\$300.00
	Yanney Lights		\$412.09
	Carnival		\$3,758.77
	School Bingo		\$30.00
	Kindergarten Roundup Brochures		\$72.95
	UNK Summer Reading Academy		\$400.00
	Field Day		\$152.66
	Card My Yard		\$928.59
	Fundraising		
	SpiritWear Flyer		\$116.84
	Puffins		\$6,996.00
	Gifts		
	BTS Lunch		\$272.42
	BTS Coffee Gift Cards		\$630.00
	P/T Conf. Meals - Fall		\$392.58
	World Teacher Day Cookies		\$43.00
	Staff Shirts		\$51.36
	Sunshine Basket		\$49.06
	Custodial Staff Holiday Gift		\$100.00
	P/T Conf. Meals - Spring		\$624.30
	Work Room Snacks		\$205.41
	Teacher Appreciation Week		\$1,523.23
	Secretary's Day		\$260.95
	Miscellaneous		
	UNK Scholarships		\$500.00
	Front Landscaping		\$92.35
	JA Bowling		\$350.00
	PTO Supplies		
	Meeting yard Signs		\$125.03
	Checks		\$35.99
	Postage		\$91.80
	Total Disbursement		\$25,465.09
	Ending Balance July 31, 2023		\$19,708.01



KEARNEY
PUBLIC SCHOOLS
OWN *Your* FUTURE

PreK -12
HANDBOOK
2023-2024



Welcome to Kearney Public Schools!

It is my privilege as Superintendent to work firsthand alongside our dedicated Kearney Public Schools staff and our amazing students and families. Kearney is a community connected by education and is devoted to our quality school system. We maintain high standards in academics, arts, and athletics to remain a pinnacle of educational institutions against which many other districts are measured.

The learning environments in our schools serve as a premiere platform to engage our students throughout their educational journey. Thanks to our supportive community, Kearney Public Schools continues to remodel and construct new classrooms, while adding programs that will make teaching and learning more productive.

At Kearney Public Schools, we know the importance of providing a customized, tailored approach to educating each child which makes our students and our district successful. We offer a wide range of activities and student organizations to promote curiosity, involvement, and areas for all students to harness and develop their interests. From our student champions in academics to our state champion arts programs and athletic teams; Kearney Public Schools has demonstrated success on the local, state, and national levels.

I am proud to serve this highly successful system. At Kearney Public Schools, we are confident that our students are entering the world well-prepared, well-rounded, and well-educated.

We encourage you to become our partner in education and experience our award-winning school district.

Jason Mundorf
Superintendent

BOARD OF EDUCATION



Drew Blessing



Dave Brandt



Steve Gaasch



Kathy Gifford



Paul Hazard



John D. Icenogle

OUR SCHOOLS

PRESCHOOL

Bright Futures Preschool	Megan Schmidt, Administrator	1511 5 th Ave.	698-8050

ELEMENTARY SCHOOLS

Bryant Elementary	Dustin Mitchell, Principal	1611 Ave. C	698-8190
Buffalo Hills Elementary	Jenn True, Principal	6110 11 th Ave.	698-8290
Central Elementary	Teresa Schnoor, Principal	300 West 24th St	698-8040
Emerson Elementary	Meredith Johnson, Principal	2705 Ave. E.	698-8270
Glenwood Elementary	Tracy Schall, Principal	8105 9th Ave	698-8240
Kenwood Elementary	Jill Clevenger, Principal	915 16 th Ave	698-8200
Meadowlark Elementary	Mark Stute, Principal	1010 East 53rd St	698-8210
Northeast Elementary	Cathy Gundersen, Principal.	910 East 34th St	698-8230
Park Elementary	Chance Waggoner, Principal	3000 7th Ave	698-8280
Windy Hills Elementary	Jason Calahan, Principal	4211 20th Ave	698-8220

MIDDLE SCHOOLS

Horizon Middle School	Amber Lewis, Principal	915 w. 35th St	698-8120
Sunrise Middle School	Mark Johnson, Principal	4611 Ave N	698-8150

HIGH SCHOOLS

Kearney High School	Jeff Ganz, Principal	2702 W. 11th	698-8060
Hanny Arram Center	Jason Owens, Principal	3907 6th Ave.	698-8111

ADMINISTRATION OFFICES

Superintendent's Office	Jason Mundorf	698-8002
Associate Superintendent/Finance	Dr. Chris Loofe	698-8006
PK-5 Education Director	Sara Paider	698-8021
6-12 Education Director	Clint Edwards	698-8020
Human Resources	Dr. Melissa Herrmann	698-8012
Special Education	Melisa Dobish	698-8017
Student Services & Security	Dr. Dan Endorf	698-8005
Student Enrollment Office	Sarah Larsen	698-8029
Communication & Marketing	Tori Stofferson	698-8028
Kearney Public Schools Foundation	Lisa Parish	698-8030
Transportation	Jason Sutton	698-8261
KCLC - After-School Program	Michelle Arehart	698-8053
Bearcat Diner	Kate Murphy	698-8160
Facilities	Trent Bosard	698-8250
Technology	Troy DeHaven	698-8014

TABLE OF CONTENTS

ADMISSIONS.....	8
Birth Certificate.....	9
Elementary & Middle School	
Boundaries & Student Placement.....	10
Residency Requirement.....	10
Transfers & Withdrawals.....	10
PRESCHOOL.....	11
Criteria.....	11
Application.....	11
KINDERGARTEN.....	11
Entrance Requirements.....	11
Early Admission to Kindergarten.....	11
Reading/Math Readiness in Kindergarten.....	12
Teacher and Parent Cooperation.....	12
CURRICULUM & ASSESSMENT.....	13
Assessment.....	13
American Civics Education.....	13
Classroom Exemption.....	14
Library.....	14
Progress and Promotion.....	14
EMERGENCY RESPONSE PLAN.....	15
Emergency Response Manual.....	15
Preventive Programs & Activities.....	15
Drills.....	16
FOOD SERVICE.....	16
Free and Reduced-Price Meals.....	17
Breakfast and Lunch Prices.....	17
HEALTH.....	17
Health Records.....	17
Health Services.....	18
Students' Health.....	18
Absences for Health Reasons.....	20
Hand Washing.....	20
Concussions.....	21
Return to Learn from Cancer.....	22
Procedure for Reporting Incidents.....	22
Health Inspections.....	22
Wellness.....	22
Mental Health Assessments or Reporting.....	23
KEARNEY COMMUNITY LEARNING CENTER..	23
PARENT ENGAGEMENT.....	23

Conferences.....	24
Notice of Surveys.....	24
SCHOOL PROCEDURES & PRACTICES.....	24
Animals in School.....	24
Arrival and Departure from School.....	24
Bikes/Skateboards/RollerBlades.....	25
Field Trips.....	25
Invitations, Treats, Gifts.....	25
Lost and Found.....	25
Personal Items.....	25
Telephone Usage.....	25
Trespassing.....	25
Visiting School.....	26
Volunteering.....	26
Weather-related Guidelines.....	26
STAFF QUALIFICATIONS.....	26
Teacher Preparation.....	27
Concern Regarding School Personnel.....	27
STUDENT CONDUCT.....	27
Level of Response:.....	27
Repeated Violations:.....	27
Law Enforcement Contact:.....	28
Principal Discretion Statement:.....	28
Initiations, Hazing, Secret Clubs and Outside Organizations.....	28
School Board Policies: Rights and Responsibilities of Students.....	29
Inspection of School Property.....	29
STUDENT DISCIPLINE.....	29
Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion, or Mandatory Reassignment.....	30
Short-Term Suspension.....	31
Long-term Suspension, Expulsion, or Mandatory Reassignment.....	31
Expulsion.....	32
STUDENT DRESS.....	35
STUDENT FEES.....	36
STUDENT RECORDS.....	39
STUDENT SERVICES.....	40
Students with Disabling Conditions.....	41
English Language Services.....	41

School Social Workers.....	41	Honor Roll.....	78
Counseling Services.....	41	Extracurricular Activities Policy.....	79
High Ability Learners.....	41	Summer School/Retention Practices.....	80
Title I & Reading Services.....	42	Attendance/Closed Campus.....	81
TARDIES and ABSENCES.....	42	Lockers/Padlocks.....	81
Reporting Absences and Accountability.....	42	Student Appearance/Dress Code.....	81
Advanced Absences and Tardies.....	43	Textbooks.....	82
Absence Procedure.....	43	KEARNEY HIGH SCHOOL ADDENDUM.....	84
Leaving School During the Day.....	43	School Building Access (Entrances/Exits).....	85
Return to School After an Extended Illness....	43	Graduation Requirements.....	85
Excessive Absenteeism/Truancy.....	43	Academic Dishonesty & Integrity.....	86
TECHNOLOGY.....	44	Extra-Curricular Eligibility.....	86
Chromebooks.....	44	Grading Structure.....	87
Acceptable Use.....	45	Early High School Completion.....	87
Cell Phones, Smart Watches, Devices PK-8..	45	Extended Learning Opportunities.....	88
TRANSPORTATION.....	45	Miscellaneous.....	88
Registration.....	45	Reporting Absences.....	88
NOTICES.....	47	Late Work / Make-Up Work.....	88
Child Abuse or Neglect Notification.....	47	Absence Limits.....	88
Notice to Registered Sex Offenders.....	47	Closed Campus.....	90
Notification of Rights Under Family Educational		Food/Drink Consumption Rules.....	90
Rights and Privacy Act (FERPA).....	47	DRIVING & PARKING	
Notice Concerning Directory Information.....	48	REGULATIONS/RESPONSIBILITIES.....	90
Notice of Non-Discrimination.....	48	HANNY ARRAM ADDENDUM.....	92
Anti-Discrimination, Anti Harassment,		School Calendar.....	93
Anti-Retaliation.....	49	Bell Schedule.....	93
Student Conduct Appendix.....	59	Lunch Periods.....	94
ELEMENTARY ADDENDUM.....	72	Closed Campus.....	95
ELEMENTARY CURRICULUM.....	73	Emergency Procedures.....	95
English/Language Arts.....	73	Daily Entrance Process.....	95
Math.....	74	Parking.....	96
Science.....	74	Visitors.....	96
Social Studies & American History.....	74	Home Buildings.....	96
Music.....	75	Dances and School Events.....	96
Physical Education.....	75	Activities and Athletics.....	96
Art.....	75	Returning to Buildings.....	97
Media Services.....	75	HACS Attendance Policy.....	97
Health.....	75	6th-10th-Grade Program.....	99
Drug, alcohol, tobacco-free curriculum....	75	Honors Room - 131.....	99
Technology.....	75	Behavior Support - 145.....	99
Social Emotional.....	75	PAS (Positive Alternatives to Suspension)	
School Counseling.....	76	Room - 122.....	100
MIDDLE SCHOOL ADDENDUM.....	77	Gotcha Good Cards.....	100

Chill/Break Room.....	100
Outings & Innings.....	100
Non-Negotiable Behavior.....	100
Student Earned Privileges.....	101
Personal Belongings.....	101
Checking In Items.....	102
Cell Phones.....	102
Lost and Found.....	102
Searches and Confiscation.....	102
Academics.....	102
Homeroom at the Hanny Arram Center for Success.....	102
Non-Traditional 6-8.....	103
Non-Traditional 9 or 10.....	103
Half-Day Programs: (HD I and HD II).....	103

EOC.....	103
Temporary Student Support.....	103
Open Door Program.....	103
Tuesday Night School.....	103
Graduation Requirements.....	104
Student Code of Conduct.....	104
Smoking, Tobacco, and Vaping.....	105
Drug/Alcohol-Related Offenses.....	105
Dress Code.....	105
TRANSPORTATION HANDBOOK.....	106

ADMISSIONS

The following students shall be admitted to the Kearney Public Schools:

1. Emancipated minors residing in the district
2. Residing in the district with a parent or legal guardian who is a resident of the district
3. A child who is a ward of the state or court and (1) has been placed in the School District but had resided in a different school district at the time the child became a ward and does not reside in a foster family home, or (2) has been placed in an institution which maintains a state-approved special education program, may be enrolled in the School District to the extent required by law. In such an event, costs of education and transportation are to be paid by the state, but not in advance. The child remains a resident of the school district in which the child resided at the time the child became a ward. A child who is a ward of the state or court who resides in the School district in a foster family home licensed or approved by the Department of Health and Human Services ("Department") or a foster home maintained or used by the Department, remains a resident of the school district in which the child resided at the time the child became a foster child. This is subject to a determination being made in accordance with the Foster Care Review Act that the child will not attend such a school district. If such a determination is made, the child is deemed to be a resident of the School District and will be admitted as a resident student. A child who is not a ward of the state or court and who is residing in a residential setting in the School District for reasons other than to receive an education is subject to the following:

First, if the residential setting does not maintain an interim-program school, the School District will provide the educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement, as and to the extent required by law. This is subject to the parent or guardian and such other school districts agreeing to have such other school districts provide the educational services.

Second, if the residential setting does maintain an interim-program school, the child's educational services will be provided by the interim-program school without the School District's involvement. However, the School District may provide educational services to the child pursuant to a contract with the School District in which the child resided immediately prior to such placement.

4. Student's residing in the district with a parent or guardian who, having entered public service of the State of Nebraska, is residing within the district for temporary purposes incidental to serving the state
5. Unaccompanied Youth - A homeless child or youth living in the district who is not in the physical custody of a parent or guardian.
6. Students approved for the option enrollment program per policy 5006
7. Students participating in an approved foreign exchange program
8. Children of divorced parents if either parent resides in the district
9. A child residing in a group home, skilled nursing facility, foster home, shelter, or other similar residential facility which is located in the district and which has legal or actual charge or control of the child.
10. Adults, age 19 or 20, residing in the district who have not completed high school
11. A **homeless** or "in transition" person who is physically present in the district, or who resided in the district immediately prior to becoming homeless or "in transition". Homeless or "in transition" is defined as a child who lacks a fixed, regular, and adequate nighttime residence; and includes: (1) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (2) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; children or youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and migratory children who qualify as homeless because they are living in circumstances described in items 1-3. The term "homeless", "homeless individual" or "in transition" does not include any individual imprisoned or otherwise detained by an Act of Congress or State Law.

Any student who is designated as "homeless" or "in transition" is eligible for support with instructional needs and accommodations to allow students to attend school. Once a school has been selected in accordance with the child's or youth's best interest, that child or youth shall be immediately enrolled, even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health

records, proof of residency, or has missed any application or enrollment deadlines during any period of homelessness. Any information about a homeless child's or youth's living situation shall be treated as a confidential student education record and shall not be deemed to be directory information. To access support for homeless or "in transition" needs, call the Registrar, Sarah Larsen, at 308-698-8029.

12. Expelled Students

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

For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

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

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

Military Families: If a parent presents documentation to the District of military orders that a military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily the parent's student. Students may be admitted to the Kearney Public Schools, at the district's discretion, who are:

1. Nonresident tuition students;
2. Students whose residence in the district ceases during the school year, who may be allowed by the district to continue attending school for the remainder of the school year without the payment of tuition; and,
3. Non-resident students who may be admitted without the payment of tuition, if they are in the actual physical custody of a resident of the school district and are not residents of an adjoining district, and the school board determines that the pupils would otherwise be denied guaranteed free common school privileges.

13. Part-Time Enrollment of Non-Public School Students-

The Board of Education shall allow the part-time enrollment of students who are residents of the school district and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as "non-public school students." For more information please reference policy 5004.

Birth Certificate

Upon admission to the Kearney Public Schools, the parents/legally appointed guardian of any child preschool to grade 12, shall furnish a certified copy of the student's birth certificate issued by the state in which the child was born; or when an official certificate is unattainable, other reliable proof of the child's identity and age (i.e. naturalization or immigration documents showing date of birth, or official hospital birth records) accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. If the parent/legally appointed guardian fails to comply with this request within thirty (30) days, the school shall notify them in writing that they need to comply within ten (10) days.

If compliance is not obtained within that ten (10) day period, the school shall immediately report the matter to the Kearney Police Department for investigation. If the affidavit requested appears inaccurate or suspicious in form or content, this shall be reported immediately to the Kearney Police Department.

CHANGE OF ADDRESS

Any changes of address, telephone number, emergency reference, place of employment, or doctor should be reported to the school.

Elementary & Middle School Boundaries & Student Placement

The district has established boundaries for elementary and middle school attendance areas. Current attendance boundary information is available at the Administration Office. Students are expected to attend neighborhood school sites. However, because of facility and personnel limitation considerations, students may be assigned to particular elementary or middle school sites to maintain an appropriate class size, as established by the district. District administrators may place students at a building site for the purpose of special programming.

Elementary and middle school students must register at the Kearney Public Schools Enrollment Office at 320 West 24th St. Registration requires visible evidence of establishing a residence in the school attendance area in which the student wishes to be placed.

An “elementary attendance center” in this district shall mean a building in which education is offered in one or more of the grades – kindergarten through grade five. Only grades kindergarten through grade five at any such building shall be considered a part of or defined and designated as constituting an elementary attendance center. The designation of and definition of “elementary attendance center” as used herein shall also apply to the terms “elementary facility” or “elementary school.”

For admission information and forms contact the KPS Registrar at 308-698-8029 or go online to:

<https://www.kearneypublicschools.org/enrollment>

Residency Requirement

To be a legal resident, a student must permanently reside within the boundaries of the school district with either his or her parent(s) or legal guardian(s), or other person or be an emancipated individual. All students are required to show proof of residency.

Students who are unable to meet this requirement of residency, except as otherwise provided or required by law, shall be denied admittance to school unless they comply with the requirements set forth in the board's policy related to non-resident students.

Except as otherwise provided by law, the administration shall, when there is a question about whether a student meets the requirements, require an affidavit (Application for Admission and Power of Attorney) of the student's parent(s) or legal guardian(s) or other persons who are responsible for the student's supervision and support, attesting that they reside within the district, the student resides with them permanently on a day-to-day basis, and they provide for the support of the student.

Failure on the part of the student's parent(s) or legal guardian(s) or other person/s to provide the administration with such evidence shall be deemed as evidence of non-residency and the student in question shall immediately be denied admittance to the school until proof of residency is provided the administration, unless they are emancipated.

In cases of denial of admission, applicants shall be informed of appeal procedures. The Board of Education may waive this requirement for a period of time not to exceed the remainder of that school year, provided the parent(s) or legal guardian(s) or other person(s) present other reasons for the board to waive the requirements of this policy.

Transfers & Withdrawals

The parents of students who are moving out of their attendance center are required to report to the office information regarding the anticipated date of withdrawal. At this time, they are to check in to the teacher, all books and supplies which have been loaned to them by the school.

Parents may request a transfer of their child to another Kearney Public school outside their neighborhood area by filing a request for voluntary transfer with the Enrollment Office.

This application for transfer must be repeated each year that the parent wishes to have the child attend a school that is not their neighborhood school. Placement remains until the space is needed for resident students. Determinations on transfer requests will be made at the beginning of each school year.

Resident students always have priority over voluntary transfer students.

Extreme discipline situations at the receiving school may generate cause to return the student to his/her neighborhood school. Parents who voluntarily transfer their child to another school, are responsible for transporting the child to that school.

PRESCHOOL

Kearney Public Schools offers a KPS grant-supported "Bright Futures" center-based preschool program for students that qualify through designated criteria. These programs are available based on criteria for family need.

Criteria

- Birth to 3-years-old - Home Visitation Program
- 18 months to 3-years-old - Toddler Program – Center-based
- 3 & 4-year-olds – Preschool - Center-based

Application

Parents must submit an application request. Students are selected based on meeting some of these criteria:

- Family's income level
- Children who are learning English as a second language
- Children who were born prematurely or with low birth weight
- Children of teen/single parents
- Children with delayed language or other risk factors

Additional students are selected on a sliding fee tuition basis, as space is available.

The programs focus on relationship-building, family engagement, language/social development and learning readiness. The goal is to prepare students with the behaviors and dispositions for successful transition into kindergarten. The center-based programs meet Monday through Friday. There is a family night component. Programs are housed at 1511 5th Avenue. Application forms may be obtained at the Enrollment Office at 320 West 24th Street. For more information, call 308-698-8021.

KINDERGARTEN

The Kearney Public Schools provide an all-day kindergarten program.

Entrance Requirements

Children shall be eligible to enter kindergarten in the Kearney Public Schools at the beginning of the school year, if they meet the following criteria:

1. They have reached the age of five (5) years on or before July 31 of the calendar year in the school year in which the child is seeking admission, or
2. They will reach the age of five (5) years on or after August 1 and on or before October 15 of such school year, if the parent or guardian requests such entrance and provides an affidavit stating that: (1) the child attended kindergarten in another jurisdiction in the current school year, or (2) the family anticipates a relocation to another jurisdiction within the current year; or (3) the child has demonstrated through a recognized assessment procedure approved by the Board of Education that the child is capable of carrying out the work of kindergarten.

Early Admission to Kindergarten

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

Early kindergarten enrollment exceptions may be made for younger children. At a minimum, eligibility for admissions shall be based upon an analysis of the child's:

- A. cognitive ability,
- B. emotional/social development,
- C. language skills, and
- D. fine motor skills.

The kindergarten early entrance assessments are conducted based on parent requests. Decisions regarding early kindergarten entrance shall not be made based on race, (skin color, hair texture and protective hairstyles), color, gender, religion, ancestry, national origin, marital status, age, disability, or sexual orientation of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

Early entrance children must:

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

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

Children shall be eligible to enter first grade at the beginning of the school year, even if they have not attended kindergarten, but are six years of age or will be 6 years of age on or before October 15 of the current school year, and school officials determine that such grade level is the appropriate placement for the child.

These are some of the things that the school has found to be most helpful to a child's welfare and subsequent school success:

1. Adequate sleep
2. Ability and opportunity to play with other children
3. Knowing the way to and from school and where to go after school
4. Being allowed to do tasks that can give them a sense of achievement
5. Respecting the rights of others
6. Following these safety precautions
 - Walking on the sidewalks
 - Looking both ways before crossing the street and crossing the street at the end of the block
 - Not accepting a ride from a stranger
7. Regular attendance at school.
8. Arrival at school on time.

Reading/Math Readiness in Kindergarten

A child learns to read and write by reading and writing. Quality literature motivates learning of concepts and reading skills. The child is given a variety of materials and strategies in order to practice these skills and discover new ones. Recognizing names and words, observing and discussing printed signs, looking at and describing pictures, listening to stories and books are all good reading and writing experiences for the kindergarten child. Developing a sense of numerical literacy is the focus of the kindergarten math program. For a child to learn mathematical concepts effectively, he/she must have the opportunity to manipulate concrete materials.

The kindergarten student is given the opportunity to use real objects so he/she can practice and form the basis for the development of mathematical skills and understanding mathematical concepts.

A strong emphasis is placed on working with patterns, recognizing and forming them, as well as drawing conclusions from problem-solving activities in order for the young child in kindergarten to experience mathematics in a meaningful way.

A wide variety of language and math activities may take place in work centers arranged throughout the room, depending upon the developmental level and interest of the child. Independent activities in the work centers enable a child to pursue different yet appropriate ways of extending his/her reading, writing, and math experiences. Kindergarten children need to be actively involved in their learning process for them to be successful.

Teacher and Parent Cooperation

When you bring your child to kindergarten, he/she will be with a teacher who knows and understands child development. We have found, in most cases, that the child's first days in school and the days following will be more successful if the parents do not remain at school.

We feel it would be better for the parents to visit after the transition from home to school has been accomplished. These first weeks constitute an important period of satisfactory adjustment.

If the teacher can have an opportunity to be alone with the children while they are making the adjustment from home to school, it will be more successful.

We do encourage parents to visit after the transition period. We are anxious for you to see your child working and playing as a member of his/her group and also to have you become acquainted with the various classroom activities. The kindergarten teacher does not take the place of the parents, but continues the training the parent has begun. The teacher needs the parent - the parents need the teacher, in order that the child can develop fully his/her potential to be a useful human being.

Together, the home and the school help the child to learn not only to live successfully today as a child, but also to live tomorrow as an adult.

CURRICULUM & ASSESSMENT

Assessment

The district assessment program complies with state law and local policy. All students in grades K-5 are assessed using the (MAP) Measures of Academic Progress assessment. MAP is used to measure learning in mathematics and reading. MAP is an adaptive, computer-based assessment that provides each student with an individualized assessment of their learning progress. MAP is administered one to three times during the school year.

Student performance on state standards is measured by participation in the NSCAS (Nebraska Student-Centered Assessment System) tests provided by the Nebraska Department of Education (NDE). All students in grades 3-8 participate in the NSCAS (reading) and NSCAS (mathematics) assessments.

In addition, students in grades 5 & 8 take the NSCAS (science) test. Student scores from the NSCAS tests are provided by NDE and distributed to parents by each building.

Specialized testing is individually conducted for placement decisions for programs such as resource, speech, Title I, and English Language Learners.

Parents receive updates on student progress throughout the year with teacher notes, teacher calls, formal quarterly report cards, and parent- teacher conferences. Portfolio collections show student progress over time. Parents are encouraged to ask questions about the standards/assessment program by calling the building principal or the district assessment director.

Parents are encouraged to contact their child's teacher or principal whenever they need information on student progress. Report cards will be made available to parents quarterly. Promotion of students shall be based upon the student's satisfactory completion of the prescribed work, taking into account the student's special programming. All students are expected to work at a level commensurate with their ability.

American Civics Education

Nebraska law requires that all social studies courses must include and adequately stress contributions of all ethnic groups to the development and growth of America into a great nation; to art, music, education, medicine, literature, science, politics, and government; and to the war services in all wars of this nation.

In at least two of the three grades from the 5th grade to the 8th grade in all public and private schools, time must be set aside for the teaching of American history from the social studies curriculum, which must be taught in such a way that all students are given the opportunity to: become competent, responsible, patriotic, and civil citizens who possess a deep understanding of and respect for the U.S. Constitution and the Constitution of Nebraska; and prepare to preserve, protect, and defend freedom and democracy in our nation and our world.

The social studies curriculum in the district will incorporate one or more of the following for each student:

1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by the U.S. Citizenship and Immigration Services prior to the completion of 8th grade and again prior to the completion of 12th grade with the individual score from each test for each student made available to a parent or guardian of the student; or
2. Attendance or participation between the commencement of 8th grade and completion of 12th grade in a meeting of a public body as defined by Section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
3. Completion of a project or paper and a class presentation between the commencement of 8th grade and the completion of 12th grade on a person or persons or an event commemorated by a holiday, as indicated below, or on a topic related to such person or persons or event.

Appropriate patriotic exercises suitable to the occasion must be held under the direction of the Superintendent in every public and private school on:

- George Washington's birthday
- Abraham Lincoln's birthday
- Dr. Martin Luther King, Jr.'s birthday
- Native American Heritage Day
- Constitution Day
- Memorial Day
- Veterans' Day
- Thanksgiving Day

...or the day or week preceding or following such holiday, if the school is in session. In addition, appropriate exercises may be held on Flag Day and State Fire Day.

Classroom Exemption

The Kearney Public Schools recognizes the vested interest that parents and/or guardians have regarding the education of their children. On occasion, parents and/or guardians may find that the curriculum of the school contradicts the religious, cultural, or family belief systems of an individual.

These individual differences in beliefs and values may be found in units of study associated with any area of the social sciences, humanities, arts, sciences, and/or other curriculum areas.

Parents and/or guardians must provide a written request for an exemption.

In recognition of parental/guardian interests, and the potential for contradictory values or beliefs, the Kearney Public Schools may allow students to opt out or be exempted from a limited number of units of study in required or elective curriculum. Questions about the opt out policy should be directed to the school principal.

Library

Kearney Public Schools library material selection policies require our libraries to provide materials that stimulate growth and knowledge, literary appreciation, support the curriculum, and provide materials on both sides of opposing issues. Our school libraries have a responsibility to serve all of the readers in our care. Students are not only different ages; they arrive at school with different reading levels, different backgrounds, and different experiences that have shaped their lives. We have a responsibility to offer a wide range of book choices that meet all of their diverse needs. Some of the materials in our media center would have content some individuals or families find offensive or outside of their families' moral values and philosophies.

We respect your right to help your student choose reading material. Your student's ability to check out library materials or access their classroom teacher's personal library can be provided freely with your consent or only after you are consulted on what your child is checking out. We hope that you see this as a proactive effort to enlist our parents in determining what they would like for their children while not limiting the learning opportunities or reading enjoyment of others.

The KPS School or Classroom Library Materials Check Out Policy can be found on the district website at www.kearneypublicschools.org and we will ask all students to sign and return a copy of this policy to determine parental preferences with their children checking out our library books. Children without signed permission forms will be unable to check out books until we have a form on file.

1. When items are not returned by the due date, they are placed on an overdue list, and students are notified at least weekly through their classroom teachers that they have overdue materials
2. The library media specialist may contact a student's parents or guardians and/or restrict a student's library media center privileges when the student continually has overdue items, or has items overdue for an excessive length of time.
3. If a student reports an item lost, parents or guardians will be notified. When items are lost or damaged, students will be charged according to the fee schedule
4. If the lost item is found and returned prior to the end of the school year, the money will be refunded.
5. If a student damages a library book or textbook, a charge for repair or rebinding may be made at the discretion of the library media specialist.
6. Each building may institute its own procedures so that this policy is carried out fairly and efficiently.

Progress and Promotion

Parents shall be kept informed of student progress through the use of progress reports and conferences. Parents are encouraged to contact their child's teacher or principal whenever they need information on student progress. Report cards will be made available to parents quarterly. Promotion of students shall be based upon the student's satisfactory completion of the prescribed work, taking into account the student's special programming. All students are expected to work at a level commensurate with their ability.

EMERGENCY RESPONSE PLAN

Physical protection of every school pupil is a responsibility that rests upon all officials involved in administering educational programs. Not only are they concerned with school safety as it relates to the traditional school environment, but they also take every reasonable precaution to protect pupils from possible disaster. [Safety & Security Website](#)

Emergency Response Manual

Preparedness for such emergencies starts with planning, and planning starts with basic state and local policy translated into administrative procedures which are included in the district's EMERGENCY RESPONSE MANUAL.

All school personnel are provided a "Kearney Public Schools Emergency Response Checklist" and are inserviced on handling situations resulting from disasters which include: careful planning to meet emergency situations, assignment of responsibilities, pupil instruction, organized teacher/pupil action for each type of disaster, and appropriate responses achieved through regular fire, tornado, lockdown, lockout, and evacuation drills.

Topics covered in the EMERGENCY RESPONSE MANUAL:

- crisis identification/I Love You Guys protocol
- fire
- tornado
- winter storm/blizzard
- bomb threat
- lockdown
- intruder in the building
- evacuation of the school to another location
- hazardous materials/shelter in place
- abduction of a student
- student/staff death
- suicide risk
- medical emergency
- transportation protocol

Preventive Programs & Activities

In addition to emergency procedures, the district actively promotes a preventive approach to district-community security by working with the following school safety programs:

- Kearney Public Schools building-level safety and security committees
- Kearney Public Schools Security Committee
- "I Love You Guys" Foundation five-component action plan
- Threat assessment team

The school district works frequently with Emergency Management Services and law enforcement officials (SROs) to continue important communication and cooperative response efforts. The school district also engages the services of outside experts to conduct an annual security audit to meet NDE Rule10 requirements.

At Kearney Public Schools, we are committed to safety. We are actively engaged in many activities which can be considered school safety issues, and we are constantly working to improve in all areas, but especially in the area of safety. If you have any questions about the Emergency Response Plan in your child's school, please contact the school principal.

When school must be closed because of bad weather or other emergencies, announcements will be made by the superintendent or his/her designee on radio and television, as promptly as possible.

The superintendent or his/her designee will also send an automated phone message to every family in the school district through the district's automated messaging system. PLEASE DO NOT CALL THE SCHOOLS. School telephones must be available for emergencies. Students who ride the bus can expect the bus schedule to be delayed during bad weather.

Every building in the district has a specific evacuation alternate site or sites, if needed. Those sites will be shared with parents.

Parents may reserve the right to keep children at home and/or to pick them up early on days of inclement weather; however, the school district does advise parents not to remove their children from their attendance center during an emergency "warning" situation, until an "all clear" is given and it is safe to travel within the community.

The district also has "Student Pick-up Procedures for Parents" in place for parents to sign their children out of school, if they wish. Please notify school officials when your child is being kept at home or is being picked up early due to the weather. This will aid the school in accounting for each child.

Drills

The school laws of Nebraska require that each school hold at least two fire drills the first 30 days of school and eight additional fire drills during the school year for a total of 10 drills. Students are taught to leave the building quickly, quietly, and in a safe, organized manner. Students will not be allowed to go to their lockers for extra clothing when a fire drill is taking place. State law also requires schools to conduct two tornado drills per year. Schools also engage in one evacuation drill and one lock-down drill per school year. Evacuation drills could involve evacuation of students to the school's designated alternate site.

Transportation Protocol - All pupils shall also be given an opportunity to participate in school bus evacuation drills, including those pupils who ride a bus only on special trips.

Please call your building principal if you have questions about drills conducted by your school. These drills are conducted in an effort to achieve maximum preparedness in case of an emergency situation. Your school will also have an established student pick-up protocol in case of certain emergencies.

FOOD SERVICE

All students are encouraged to make use of the cafeteria services provided by their school. We ask that students conduct themselves appropriately observing the regulations and manners set forth by the cafeteria supervisor at all times. If a student prefers to bring lunch from home, they will also eat it in the cafeteria.

Milk or juice may be purchased separately. No food is to be taken from the cafeteria. Students are expected to take their trays to the receiving table when they are finished eating.

All students will use their student ID number to purchase a meal or an item from the cafeteria. Your student will make their meal choice in their respective classroom and a list is then sent to the cafeteria. The number is entered into the computer after the meal has been taken and the appropriate amount is deducted from the family lunch account.

The lunch program accounting system is a debit system, which means that you deposit money into your family lunch account and as students eat, the meal charge is deducted from your family lunch account balance. Students will not be allowed to charge items against their account if the account has a zero or negative balance. The Bearcat Diner does not extend credit to families for purchase of meals or ala carte food items. It is necessary to keep money in the family account so children can continue to purchase against it.

When the family account starts to get low, your child may be given a verbal or written notice when he/she goes through the lunch line. It is important for the student to communicate low balance warnings to parents so that students can continue to purchase against the family account. Parents will be asked to designate how the student may use money in the family account (meals only or meals and ala carte purchases). Forms for designating usage may be obtained from the Bearcat Diner Office. Payment for lunches should be given or mailed to the Bearcat Diner Office at 320 West 24th St., Kearney, Ne. 68845. Payment may also be dropped off at your school. For your convenience, a payment drop-off box behind City Hall, along with the other utility payment drop-off boxes, is available.

To check the status of your Bearcat Diner lunch account you may: Call anytime between the hours of 8:00 A.M. and 3:30 P.M. for your account balance. Phone numbers are 698-8159 (Tavis) or 698-8158 (Zoey). If no one answers at the time, you will always be able to leave a message and someone will return your call as soon as possible.

If you have Internet access, you may email Tavis at tavriskowski@kearneycats.com to inquire about your balance, or check your balance online at family.wordwareinc.com.

You may follow the "Monthly Payment Schedule" provided to all families at the beginning of each school year. You may use "Smartschool K-12" that allows parents to make payments to your child's school lunch account, via the Internet, using a credit card, or transferring money from your checking account. If your account is getting low or in the negative, you will receive an automated phone call to remind you to deposit money into your account.

You may provide the Bearcat Diner with your email address to receive email notices regarding the status of your school lunch account. Meal prices can be found on the bearcat diner website or by contacting your school. Bryant, Central, Emerson, Kenwood, Meadowlark, Northeast, Park and Windy Hills Elementary Schools have breakfast programs.

Free and Reduced-Price Meals

Students from families whose income is below certain designated levels are eligible for free meals or reduced price meals. You must complete a new Free and Reduced-Price Meal form each school year. Information concerning the eligibility income scale or any other facet of the program is available at the Bearcat Diner Office or in your school office. The lunch program point of sale system does not identify the student who qualifies for free or reduced-price meals in any way. The student will enter their lunch number and the cashier verifies only the name.

To be in line with the USDA recommendations, it is preferred that no food be brought into the school (except sack lunches from home) ½ hour before meal service begins and ½ hour after meal service ends.

If you wish to have a meal with your child, you are required to send a note with your child in the morning or call the school and let them know so you may be included in the meal count.

Breakfast and Lunch Prices

	Elementary Student	Middle School Student	High School Student	Adults
Breakfast	\$1.55	\$1.80	\$1.80	\$2.40
Lunch	\$2.40	\$2.60	\$2.65	\$4.00
Reduced Lunch	\$.40	\$.40	\$.40	
Extra Milk	\$.50	\$.50	\$.50	

HEALTH

Health Records

Nebraska law requires that all students entering kindergarten, 7th grade, or transferring from out of state, have a physical exam by a physician, nurse practitioner, or physician's assistant within six (6) months prior to entry into the school system.

Prior to enrollment, the parent or guardian shall present written verification of a physical examination by a physician, physician assistant, or nurse practitioner, or sign a written statement objecting to a physical examination.

Nebraska law requires a school vision evaluation for all children within six (6) months prior to entering Nebraska schools for the first time (includes beginner grades and seventh grade, including kindergarteners, transfers, and other students new to Nebraska), unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The vision evaluation may be performed by a physician, optometrist, nurse practitioner, or physician's assistant. The visual evaluation is to consist of testing for: amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.

Prior to enrollment, the parent or guardian shall present written verification of a vision evaluation, or sign a written statement that he/she does not wish their child to have a vision evaluation. The Superintendent or Superintendent's designee shall also provide a telephone number of other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

Nebraska law requires all students to be appropriately immunized for diphtheria, tetanus, pertussis, measles, mumps, rubella, polio, hepatitis B, varicella (chicken pox), haemophilus influenzae type b (Hib), invasive pneumococcal disease, and other diseases as required by applicable law, according to grade level and for students transferring into the district from out of state. Every student entering the 7th grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine, which meets the standards approved by the U.S. Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable.

Prior to school entry, parents/guardians shall present written verification of immunizations, signed by a parent or guardian, unless the parent or guardian submits a written statement that establishes an exception to the immunization requirements is met. Information about exceptions to the immunization requirements may be obtained from the school nurse.

In the event of a verified outbreak of any disease for which a student has not been immunized, he/she will be excluded from school for the duration of the outbreak as directed by Nebraska DHHS. Students not meeting the requirements of this policy shall be excluded from school until such time as they are in compliance.

Each student (re)entering our district is required to have a KPS Immunization/Health Record completed by parents/guardians. Privacy of student records is protected by the Family Education Rights and Privacy Act (FERPA). Only school personnel with a legitimate educational need to know will have access to records. Staff members who have a need to know specific health information for the safety of the student, will be informed of necessary adaptations.

A signed release of information will be obtained from parents/guardians before information is shared or requested by any individual or agency.

Parents/guardians of students with a known health condition for which treatment or a medical procedure may be required during the regular school day will, with the student's medical provider and school nurse, develop a health action plan annually to assist school staff in recognizing and treating symptoms that arise during school.

Health records are considered to be education records. The Privacy Rule of the Health Insurance Portability and Accountability Act (HIPAA) will only apply when records are requested from a covered entity.

Health Services

A school nurse is assigned to each school. The nurse's schedule is available at each school. The nurse can be contacted during the day by calling your child's school during the school year.

Students' Health

Whenever a child shows symptoms of any contagious or infectious disease, such child shall be sent home immediately or as soon as safe and proper conveyance can be found and the school authorities shall be notified at once. Such students may be excluded from school as provided in Nebraska Statute.

Normal, good health practices should be used at all times. The school's goal is to keep students in school when they will benefit from their attendance, while not putting other students at risk. Students feeling uncomfortable and unwell, to the extent that the student is unable to accomplish normal activities, should not be in school. Contagious or infectious diseases transmitted by airborne particles or droplets may require exclusion from school until uncontrolled coughing subsides.

Students with health concerns should be evaluated individually to determine if school attendance is appropriate. The following Nebraska Department of Health & Human Services guidelines will be used:

1. Students with a temperature of 100 degrees or more shall not be in school. Students may not return until they have been without a fever (less than 100 degrees) for 24 hours. Absence of fever must be without fever-reducing medication.
2. Students with serious communicable/infectious diseases must have a doctor's permission slip to attend school in accordance with the Nebraska Department of Health & Human Services 173 NAC 3, attachment 1 – contagious and infectious diseases/conditions.

Diseases included are:

- Diphtheria – Exclude cases. Return with documented physician approval.
- Hepatitis A – Exclude for no less than seven (7) days after onset of jaundice. Return with documented physician approval.
- Meningitis (bacterial) – Exclude until antibiotic course has been initiated and symptoms have fully resolved, then may return with medical clearance.
- Meningitis (viral) – Excluded from onset of symptoms until full resolution, and may return with medical clearance.
- Pertussis – Exclude until physician approves return to school per written documentation.
- Poliomyelitis (Polio) – Exclude until physician approves return.
- Tuberculosis – Exclude. Physician treatment essential. May return with documented physician approval.

Students with the following contagious and infectious diseases/conditions cannot return to school until the following conditions are met:

- Chickenpox – Exclude until all lesions are crusted.
- Conjunctivitis (Pink Eye) – Exclude symptomatic cases. May return when the eye is normal in appearance or with documentation from the physician that child is no longer infectious.
- Enterobiasis (Pinworm, Threadworm, Seatworm) – Exclude until treated as documented by physician.
- Fifth Disease – Exclude until fever and malaise are gone. May return with rash; no longer contagious once rash appears.
- Hand, Foot and Mouth Disease – Exclude during acute phase and until fever-free for 24 hours without the use of fever-reducing medication.
- Impetigo – Exclude until brought under treatment and acute symptoms resolved.
- Influenza – Exclude for duration of illness.
- Measles – Exclude for duration of illness and for no less than four (4) days after onset of rash.
- MRSA (staph bacterial infection) – Exclusion unnecessary unless directed by physician.
- Mumps – Exclude five (5) days from onset of swelling in the neck.
- Pediculosis – (Infestation with head or body lice) – Nits are not a cause for school exclusion. Parents of students with live lice are to be notified and the child treated prior to return to school. Students will be evaluated individually by the school nurse regarding head lice. It is recommended that all nits (eggs) be removed, as the removal of nits provides parents and school personnel with a baseline for re-examination to determine possible reinfestation during the weeks following treatment.
- Ringworm (Tinea infections) – If affected areas cannot be covered with clothing/dressing during school, exclude until treatment starts.
- Rubella (German Measles) – Exclude for duration of illness and for no less than four (4) days after onset of rash.
- Scabies – Exclude until the day after treatment is started.
- Shingles/Herpes Zoster – Exclude children with shingles/zoster if the vesicles cannot be covered until after the vesicles have dried.
- Streptococcal Infection - (Scarlet Fever, Scarlatina, Strep Throat) – Exclude until fever free and under treatment for 24 hours.

Students with an unidentified rash who are without fever (under 100 degrees) and feeling well, may stay in school. When a rash is observed, school personnel must be notified of the rash. Rashes persisting longer than 3 days require proof of medical evaluation. Some rashes may require immediate exclusion and proof of medical evaluation.

Students will be sent home if they are vomiting or have diarrhea that cannot be sufficiently managed, regardless of whether or not there is temperature elevation. They may not return until the following school day. If a student is ill in the morning with these symptoms, they should not come to school in the afternoon.

In the event it becomes known that a student is infected with a chronic infectious disease, not commonly associated with casual transmittal, any changes in the education program of a student will be handled on a case-by-case basis, relying on the best scientific and medical advice available.

Students who present a high risk of disease transmission may be temporarily excluded from school by the administration after consultation with the Student Assistance Team, the student's physician, parents and/or their representative, school nurse, or the school's physician.

A student might be considered at high risk if the student: exhibits behaviors that may cause unprotected contact with body fluids, secretions or waste (e.g. biting, lacks toilet training or is incontinent) or has an open sore that cannot be concealed or hygienically covered, any of which could result in direct spreading of the condition or disease.

School personnel cannot give medication unless there is a signed medication authorization form from the parent/guardian. Prescription medication must be labeled by the pharmacy and remain in the original container. Medication must be labeled with a current prescription.

Over-the-counter medication can only be given with a signed medication authorization form from the parent/guardian. Medication must be in the original container and clearly marked with the student's name.

Medication administration must follow label instructions unless a physician's order is received. All medication is to be kept in the school office. An adult is responsible for transporting medicine to and from school.

The student may carry asthma inhalers, auto-injectable epinephrine, diabetic medications or other emergency medication, if the following conditions are met: (a) a signed request from the parent/guardian for the student to self-manage, (b) authorization of the student's physician or, for asthma and anaphylaxis, a health care professional who prescribed the medication for treatment of the student's condition; (c) a written and signed management plan for the condition has been filed with the school nurse, including procedures for storage and access to backup supplies of the medication, (d) a "no liability statement" form signed by the parent/guardian, and (e) a form to record student required reports of self-administration.

The High School nurse may give analgesic medication with verbal consent from a parent one (1) time. Additional doses will require a signed medication authorization form. Medication administration will follow state law and school procedure.

Breathing emergency medication will be available to be given in accordance with district and state policy, if necessary. The Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (anaphylaxis) protocol will be implemented in a school building if there is a breathing emergency while school is in session. One weight-appropriate dose of epinephrine via an Epi pen will be administered followed by up to three doses of albuterol via a nebulizer. Unlicensed, trained school staff may implement this procedure. The protocol does not replace the student's individual asthma or allergy plan, or replace prescribed medications.

If the protocol is used, 911 will be called. The student must then be transported for medical evaluation. Any questions or concerns regarding the use of this protocol should be directed to the school nurse at the start of each school year.

EpiPens and albuterol provided by the school in compliance with the Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions protocol do not leave the school building and are not intended to replace a child's own prescribed medication for asthma or allergies. Only individually prescribed medications will accompany students on field trips or events outside the school building.

The Board permits the storage, administration, and implementation of naloxone (also known as narcan) in school, so long as such storage, administration, and implementation complies with all legal requirements and the best interests of student health.

AED's (automatic external defibrillator) are available in all Kearney Public Schools attendance centers for use in emergency situations. Each site has staff trained to perform CPR and use the AED.

Cleaning "spills" of blood or bodily fluids shall be done with appropriate cleaners/disinfectants. These chemicals must be used as labeled. Only school-provided chemicals will be used and only by school staff.

In the event of a medical emergency on a Kearney Public Schools bus, the bus driver will:

- A. Stop the bus
- B. Call the Transportation Office and direct them to call 911 and the student's parent/s or guardian
- C. Wait with the student for EMS to arrive
- D. Assist in providing any available information to EMS personnel

Absences for Health Reasons

- A. If a student misses three consecutive school days due to illness, a physician statement with permission to return must be provided to the school.
- B. Students who return to school after an excused absence due to illness, and require further time indoors for their recuperation, must have a written note from their parent/guardian advising the school of the need to remain indoors at noon and recess time. For indoor periods exceeding three days, a physician's statement will be required.
- C. For a student to be excused from physical education activities for more than three consecutive days due to illness or injury, a physician statement of activity restrictions must be provided to the school. If the student is to be excused from physical education for less than three consecutive days, a parent note must be provided.

Hand Washing

Frequent hand washing is an effective method of preventing the spread of communicable diseases.

- A. Students and staff should wash hands frequently with soap and water.
- B. Gloves will be available for use when handling blood and body fluids. Hands must be washed even though gloves are used.
- C. Soap must be available for students and personnel.
- D. Students are guided in health habits and prevention of disease.

Students Health Regulations and Records/Incident Report

In case of an accident which causes injury to a student, the building administrator, and/or his designee in consultation with the school nurse, should notify the parent and/or designated responsible person immediately. If the parent and/or designated person cannot be reached, the building administrator, consulting with the school nurse, shall be responsible for determining the course of action. Law enforcement may be contacted to help locate parents. EMS must be utilized if a student:

- A. is unconscious
- B. has severe bleeding
- C. is not breathing or is having severe respiratory distress
- D. has possible neck or spine injury
- E. has a possible compound fracture
- F. situations deemed emergent by the school nurse and building administrator, in the event a parent cannot be reached.

Seizure-Safe Schools

Each school building will have a "seizure action plan" if the following criteria are met: (1) at least one student in that building has been identified as having a seizure disorder; and (2) that student's parent or guardian and health care provider have worked with the school to develop a seizure action plan.

Every building with a seizure action plan will have at least one employee who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms.

In accordance with state law, except in the case of an emergency, prior to the administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms by a school employee, a student's parent or guardian must:

1. Provide the school with a written authorization to administer the medication at school;
2. Provide a written statement from the student's health care practitioner containing the following information:
 - a. The student's name;
 - b. The name and purpose of the medication;
 - c. The prescribed dosage;
 - d. The route of administration;
 - e. The frequency that the medication may be administered; and
 - f. The circumstances under which the medication may be administered.
3. Provide the medication to the school in its unopened, sealed package with the intact label affixed by the dispensing pharmacy; and
4. Collaborate with school employees to create a seizure action plan.

If permitted by the student's seizure action plan, a student shall be allowed to possess the supplies, equipment, and medication necessary to treat a seizure disorder in accordance with such seizure action plan.

Any authorization provided by a parent or guardian shall be effective only for the school year in which it is provided and shall be renewed each following school year.

Concussions

Training

The Superintendent or his/her designee shall make available training approved by the Chief Medical Officer of the State on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury to all coaches of school athletic teams, p.e. teachers, and staff members who supervise recess.

Education

The Superintendent or his/her designee shall require that concussion and brain injury information be provided on an annual basis to students and the students' parents or guardians prior to such students initiating practice or competition. The information provided to students and the students' parents or guardians shall include, but need not be limited to:

- the signs and symptoms of a concussion;
- the risks posed by sustaining a concussion; and
- the actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

Responses to concussions

A. Removal - A student who participates on a school athletic team shall be removed from a practice or game when he or she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed healthcare professional who is professionally affiliated with or contracted by the school.

B. Return to Play

A student who has been removed from a practice or game as a result of being reasonably suspected of having sustained a concussion or brain injury shall not be permitted to participate in any school-supervised team athletic activities involving physical exertion, including, but not limited to, practices or games, until the student: (i) has been evaluated by a licensed healthcare professional, (ii) has received written and signed clearance to resume participation in athletic activities from a licensed healthcare professional, and (iii) has submitted the written and signed clearance to resume participation in athletic activities to the school, accompanied by written permission to resume participation from the student's parent or guardian. The coach or administrator may require that the student's return to full activities be on a stepwise progression back to full participation, or otherwise establish conditions for return to participation that are more restrictive than those defined by the licensed health care professional, if the coach or an administrator reasonably deems such to be appropriate.

The signature of an individual who represents that he or she is a licensed healthcare professional on a written clearance to resume participation that is provided to the school shall be deemed to be conclusive and reliable evidence that the individual who signed the clearance is a licensed healthcare professional. The school is not required to determine or verify the individual's qualifications.

C. Parent Notification If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity per the preceding paragraph, the parent or guardian of the student shall be notified by the Superintendent or his/or designee of the date and approximate time of the injury suffered by the student, and signs and symptoms of a concussion or brain injury that was observed, and any actions taken to treat the student.

D. Return to Learn - The Superintendent or designee shall develop a return to learn protocol for students who have sustained a concussion. The return to learn protocol shall recognize that students who have sustained a concussion and returned to school may need informal or formal accommodations, modification of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

Any student, parent, or guardian who suspects that the student sustained a concussion must immediately inform the student's coach or building administrator. If a student is suspected of having a concussion, the student may not be permitted to participate or practice in any school-sponsored activity.

The District encourages full cooperation and support from both students and parents in each student's Return to Learn protocol.

Return to Learn from Cancer

The Superintendent or designee shall make available training on how to recognize that students who have been treated for pediatric cancer and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff. A 504 team meeting will be held, as appropriate, to develop individual “return to learn” accommodations and modifications.

Procedure for Reporting Incidents

All serious or potentially serious incidents or incidents involving students, staff, or visitors occurring on Kearney Public Schools' property will be documented on the appropriate Incident Report Form. Reports should be filled out completely and filed with the Human Resources Office. The Report will be reviewed by the Safety Committee and the school nurse.

Health Inspections

The school district shall cause every child under its jurisdiction to be separately and carefully inspected, except as otherwise provided by law, to ascertain if such a child is suffering from (1) defective sight or hearing, (2) dental defects, or 3) other conditions as prescribed by the Department of Health and Human Services (“Department”). Such inspections shall be conducted on a schedule prescribed by the Department and shall be based on current medical and public health practice.

If such inspection determines that any child has defective sight or hearing, dental defects, or other conditions for which screening is required, the school shall notify the parent/guardian of the child in writing of such condition and explain to the parent/guardian the necessity of professional attendance for such child.

A child shall not be required to submit to an inspection required by this policy if his or her parent or guardian provides school authorities with a statement signed by a physician, a physician assistant, or an advanced practice registered nurse practicing under and in accordance with his or her respective credentialing act or other qualified provider as identified by the Department's applicable rules and regulations, stating that such child has undergone such required inspection within the past six months.

A child shall submit to any required inspection for which such a statement is not received.

Wellness

The district wellness policy promotes habits of lifelong learning and health and addresses nutrition education, USDA food regulation, and physical activity. The nutrition standards, required by the Healthy, Hunger-Free Kids Act of 2010 expect schools to offer healthier snack foods to children, while limiting junk food. School lunches now provide more fruits, vegetables and whole grains.

The Smart Snacks in School standards require nutritious foods during the school day. If competitive snacks are brought in by staff or parents, healthy foods are encouraged. Student access to beverage or snack vending machines at elementary schools is prohibited.

USDA nutrition regulations apply to all foods sold in school during school hours. There are guidelines for beverages also. The sale of food items that meet nutrition requirements at school fundraisers is not limited in any way under the standards, however it is highly advised that groups check on the appropriateness of foods considered in order to support the healthy schools initiative (<http://rdp.healthiergeneration.org/calc/calculator>)

Mental Health Assessments or Reporting

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.

It is the district's belief that issues are best resolved at the level of parent/teacher communication.

- Parents may request (in writing) exemption from curricular activities.
- Parental visitation is allowable. Advanced notification is required to attend classes and other instructional activities.
- Parents have the right to access their children's records.

- Parents will be notified of state-required testing or standard norm-referenced testing and where a sample of such test protocol might be available, and the date upon which such test will be given.

The school district is continually exploring new ways for parents to become more involved in the success of their children's learning. Parents are encouraged to engage in their children's education in the following ways: Two-way communication, volunteering, the use of technology, ideas to help their children with curriculum concepts at home, parent representatives for school decision-making, and helping with resources and services from the community to strengthen learning.

Parents may receive school information from the Kearney Public Schools website - www.kearneypublicschools.org, individual building website, and the automated phone messaging system.

The district will provide a form for registering a complaint from a parent indicating what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection, and a proposed solution for dealing with the objection.

A complete copy of the PPRA (Protection of Pupil Rights Amendment) regulations is included in Appendix A.

Behavioral Points of Contact

Policy 5420 requires the Superintendent of schools as the delegated authority to designate one or more behavior awareness and health points of contact for each school building in the District. Each KPS building's point of contact will be the acting building principal, school guidance counselor and/or social worker. The building points of contact will have knowledge and access to community service providers and other resources for students and families in the district.

KEARNEY COMMUNITY LEARNING CENTER

AFTER SCHOOL PROGRAM

The Kearney Community Learning Center (KCLC) provides after-school academic-based programs at Bryant, Central, Emerson, Kenwood, Buffalo Hills, Park, Northeast, Meadowlark, and Windy Hills Elementary Schools, as well as at Sunrise Middle School.

KCLC provides a variety of clubs, academic programs, homework help, enrichment activities, recreation activities, and much more! KCLC is an engaging and energetic program that will help children succeed both academically and socially. Parents are invited to be involved in programs and activities! Summer programs are also available. For more information, contact the KCLC program director at 698-8053.

PARENT ENGAGEMENT

Kearney Public Schools believes that parent engagement is necessary to develop total learning support for students of all ages. When parents are positively involved in their children's education, everyone benefits.

The district invites parents to take part in PTOs and advisory committees. Parents are encouraged to communicate with teachers at parent/teacher conferences and anytime parents want to gain or give more information regarding their children's development.

If a parent/guardian wishes to hold a conference with their child's teacher, he/she should schedule a conference before or after school in order that normal classroom instruction will not be disturbed.

Parents shall have the right to inspect, upon reasonable request, any instructional materials used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments as such are not within the definition of "instructional materials" for purposes of this policy.

The procedures for making and granting a request to inspect instructional materials are as follows:
The parent shall make the request, with reasonable specificity, directly to the building principal.
The building principal, within five (5) days, shall consult with the teacher or other educator responsible for the curriculum materials.

In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at a reasonable time and place that will not interfere with the educator's intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such questions, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Directors of Elementary and Secondary Education.

Conferences

Parent-teacher conferences are scheduled twice per year, and children will be dismissed during conference days. In addition to scheduled conferences, you are invited to call for a conference with your teacher at any time during the year. Conference times help build cooperative links between school and home. It is desirable that additional conferences between the parent and teacher be held before or after school in order that normal progress of classroom instruction will not be disrupted.

Notice of Surveys

Prior to any district sponsored survey being administered to the students of the District, it shall be the duty of the superintendent or his/her designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date when such survey shall be administered, and the purpose for which and the uses of which the survey exists from the school's perspective. A survey of sensitive matters requires parent notice and an opportunity to opt out.

SCHOOL PROCEDURES & PRACTICES

Animals in School

- **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.
- **Pets**
For the safety and health of all students and staff, please do not bring pets into school or onto school grounds during the school day or before and after school.

Arrival and Departure from School

Parents should check with their child's school to determine when the doors will be open. When students enter the building, they will be supervised. Students are expected to be off the school grounds 15 minutes after the close of the school day. Please see your school website for start and end times.

Bikes/Skateboards/RollerBlades

The following rules are to be observed in order to ride a bicycle to school:

1. Students who ride bicycles must walk their bicycles on and off the school grounds.
2. Bicycles are to be kept in the racks during the school day.
3. Parents are asked to provide locks, as the school is not responsible for the possible theft of or damage to bicycles.
4. Bicycle rules also apply to equipment such as skateboards, roller blades, roller skates, scooters, etc.
5. The use of helmets when riding this equipment is strongly encouraged.

Field Trips

Field trips may be planned by teachers and serve as tremendous opportunities for students to have their classroom learning enriched. Academic performance and social conduct are always factors for determining student participation to assure the success of any field trip for students. Students are required to present an approval slip signed by the parent or guardian before being allowed to participate. All field trips shall be approved by the building principal. School insurance covers only students riding in school vehicles. The school district does not provide liability insurance for students riding in other than school vehicles.

Invitations, Treats, Gifts

Children are not allowed to bring invitations or treats to be given out to classmates at school. The fact that not all students could provide treats and the possibility of causing ill feelings as a result, is of primary concern in making this rule, as well as concern for food allergies and a need for emphasis on good nutrition. Sending flowers, balloon bouquets and other gifts to students while they are at school is also discouraged, and these items will be held in the school office until the end of the school day.

Lost and Found

Most articles that are lost are turned in to the office. Prevent lost garments by labeling all items. You are invited to check the lost and found frequently. If an article is unlabeled and not claimed, it will be donated.

Personal Items

Students are requested to not bring their toys or equipment of a personal nature to school, unless specifically requested by the teacher. They may be a distraction to learning and may become lost or broken, and the school cannot assume responsibility to replace these items. Students are discouraged from bringing valuables and large amounts of money to school. Students are responsible for the safekeeping of their possessions and for other items which have been assigned to their care.

Telephone Usage

Students who need to use the phone will be given permission by the teacher or principal. The school phone exists for emergency communications. Students are not allowed to use the phone for social calls.

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. 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 to leave school grounds and stay away where such individual or group has:

- failed to comply with identification or check-in procedures,
- are determined by such administrators or designees to not have a legitimate school purpose to be on school grounds, or
- 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.

Visiting School

The Board of Education, administration, and staff of the Kearney Public Schools welcome parents, members of the community, and others to visit our schools. At the school office:

- All visitors will need to give a prior day's notice of their desire to visit school and will need to check with their child's teacher as to the best time to visit.
- Anyone volunteering must complete a background check, sign in, and wear a name badge (including UNK students).
- Visitors must sign in at the office and wear a visitor identification badge.
- Identification may be required upon arrival to school.
- School visits will be limited to 60-minute time periods.
- Visits that involve non-school-age visitors will be limited to 30-minute periods of time in the room/playground, and the non-school-age visitor must be accompanied by an adult who will monitor their behavior.
- School-age visitors will not be allowed during school time hours.
- Visitors wishing to have lunch in the cafeteria will need to specify such in their notice to visit.
- Parents or designated adults who come to school to pick up or drop off students during school hours must wait in the front office area while school staff call for the child.
- Items left for students must be dropped off at the office. School staff will deliver the items to the student.

Upon reasonable advanced request, parents will be allowed to attend and monitor courses, assemblies, counseling sessions, and other instructional activities, unless such attendance would substantially interfere with legitimate school interests.

Volunteering

If parents/guardians or community members are interested in volunteering in the schools, they are required to complete an application form. The application form may be obtained from the secretary in your child's school or on the Kearney Public Schools website – www.kearneypublicschools.org

A background check is completed on the applicant through the HR Department, and then they notify the principal of the school as to whether the individual may be used as a volunteer. This process does not need to be completed annually. A list of approved volunteers is maintained in the HR Department. Volunteers are a valuable resource for our schools and we appreciate their efforts.

Weather-related Guidelines

If the temperature or the wind chill falls below "0" degrees outdoors, students will remain indoors for recesses and the lunch break. On extremely cold days, students may wait in the entry of the building before school begins.

STAFF QUALIFICATIONS

The Every Student Succeeds Act of 2016 gives parents the right to get information about the professional qualifications of their child's classroom teachers. Upon request, Kearney Public Schools will give parents the following information about their child's classroom teacher. The request for information should be made to an administrator in your child's school building. Finally, Kearney Public Schools will give timely notice to you if your child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the Act.

- (1) Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
- (2) Whether the teacher is teaching under an emergency or provisional teaching certificate
- (3) The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.

The district will, upon request, inform parents/guardians whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The information will be provided in a timely manner.

Teacher Preparation

Kearney Public Schools know that the knowledge and skills of our professional staff members are the tools for improving student learning. The district is committed to strengthening these professional tools in varied ways.

New staff members attend required classes on fundamental instructional theory, teaching strategies, and social/emotional learning. Mentoring and coaching are provided to new teachers.

All Kearney Public Schools staff members participate in a multi-year training program on differentiating instructional strategies, student engagement, and assessment. All staff members are active in a collaborative professional development process, which involves teachers in small groups discussing student learning, and looking at student data and the use of new teaching strategies. The district promotes training that is ongoing, job-embedded, standards-based, and results-oriented.

All staff members are engaged in the School Improvement process. Teachers look at classroom assessment and formal data to set action plans to improve learning in their own classrooms.

Through the School Improvement cycle, the district sets broad learning targets based on multiple data sources, such as results on the state assessments, MAP, STAR Assessments, and survey information.

Currently, the district School Improvement goals are to improve reading, writing, and math skills. Building teams work to support these goals. All teachers are focused on improving student learning.

Concern Regarding School Personnel

Solutions to problems and improvement in success for students can only occur when accurate information is available to parents, board, administration, and teaching staff. The purpose of a communication procedure is to listen to parent concerns regarding school and staff issues.

Issues that cannot be resolved at the teacher level should then be referred to the principal or immediate supervisor of the person whom the complaint addresses. The principal or supervisor should contact the complainant immediately, and arrangements should be made for a meeting between the parent, the proper administrator, and the person whom the complaint addresses. If a resolution cannot be reached through this informal process, the formal complaint procedure established by the school district will be followed.

This procedure is outlined in Board of Education policy and rule, and forms are available at the Kearney Public Schools Administration Office.

STUDENT CONDUCT

Level of Response

When determining the level of response to a violation of the Code of Conduct, school staff will consider the age of the student, the student's intent, the severity of the circumstances, the level of disruption to the school environment (either during or after the violation), the repeated nature of the situation (if applicable), and any other mitigating or aggravating factors. School response will not necessarily begin at the lowest level indicated for a first offense.

Whenever there is a response assigned to a student behavior, there should be an accompanying intervention to try and teach appropriate behavior to the student. These interventions may be used as preventative measures, or as a student reenters the school/classroom after a suspension.

Repeated Violations

Concerning a violation at any level, it may be relevant that the student has committed the same, or similar, violation multiple times during the same school year. In such a case, Repeated Violations may be added as a secondary violation. Repeated Violations will not be used as a primary violation or alone. There may be instances of repeated violations that warrant a higher level of response than indicated in this Code.

Law Enforcement Contact

When indicated and appropriate, school officials will contact the SRO or other KPD officers to report school violations that may also be criminal charges. In these instances, school officials will notify parents of that report. The notification may take place at any point in the investigation that is deemed appropriate based on a variety of circumstances.

Principal Discretion Statement

Based upon a variety of factors, situations and circumstances, the administration reserves the right to make decisions outside of the parameters of this code of conduct and use their best judgment on situations that overlap or cross over various categories. In these instances, decisions will be made in conjunction with district level administration.

[See attached Student Conduct Appendix chart for details.](#)

Use of Restraints and Seclusion

This policy sets forth the requirements, restrictions and procedures related to the use of physical restraints and seclusions at Kearney Public Schools.

1. Definitions

- A. Physical Restraint. Physical restraint means one or more persons using a physical hold to restrict a student's freedom of movement as a response to student behavior. A light touching of a student while conducting a physical escort or a touching to provide instructional assistance is not a physical restraint for purposes of this Guidance.
- B. Seclusion. Seclusion is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving as a response to student behavior.

Seclusion is distinguishable from an in-school suspension, in which other students or adults may be present. While students are required to remain in the in-school suspension area, the students are not physically prevented from leaving.

2. Physical Restraint

A. When Physical Restraint May be Used. Physical restraint may be used in the following circumstances:

- To prevent a student from completing an act that would result in injury to the student or others when there is a substantial risk that the student would commit the act.
 - A verbal threat by a student does not present a substantial risk that a student would commit an aggressive act unless the student also demonstrates the ability and intent to carry out the threat.
 - Destruction of or damage to property does not present a substantial risk of personal injury unless personal injury would be caused as a result of the destructive act (for example, throwing sharp or heavy objects when others are present, or the person whose property is about to be destroyed is likely to react physically if the person's property were destroyed). (Note: If a student is about to destroy or damage property, the act of grasping the student's arm or leg solely to prevent the striking, throwing or kicking of the item is not prohibited).
- To move a student to a seclusion room, or to remove a student to another location because the student is creating a substantial disruption to others, in circumstances where the student is unable to be moved or removed without the use of physical restraint; and
- In circumstances where the student's IEP or a Behavioral Plan provides for the use of physical restraint in circumstances other than the foregoing. If it is anticipated that physical restraint may need to be used with a special education student, the IEP team is to discuss and include use of physical restraint in the student's IEP if the IEP team determines use of physical restraint to be appropriate. 5421(b)(Note: IEPs or Behavioral Plans should not provide for such physical restraint except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Physical restraint may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

B. Conditions. Use of physical restraint shall take into consideration the safety and security of the student.

In determining whether a student who is being physically restrained should be removed from the area where such restraint was initiated, the staff shall consider the potential for injury to the student, the student's privacy interests, and the educational and emotional well-being of other students in the vicinity.

If physical restraint is imposed upon a student whose primary mode of communication is sign language or an augmentative mode, the student shall be permitted to have his or her hands free of restraint for brief periods, unless staff determines that such freedom appears likely to result in harm to the student or others.

C. Timeline. Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.

D. Training. Physical restraint shall be applied only by individuals who have received systematic training that includes all the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years.

Training with respect to physical restraint may be provided either by the School District or by an external entity and shall include, but need not be limited to:

- Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;
- A description and identification of dangerous behaviors on the part of students that may indicate the need for physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
- The simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;
- Instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;

- Instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and
- 5421(c) Demonstration by participants of proficiency in administering physical restraint.

An individual may provide training to others in a particular method of physical restraint only if he or she has completed training in that technique that meets the foregoing requirements within the preceding one-year period.

3. Seclusion

A. When Seclusion May be Used. Seclusion may be used in the following circumstances:

- When a student's behavior is so out of control that the student's behavior creates a risk of injury to the student or others;
- When a student's behavior is so out of control that the student is causing a substantial disruption to school activities and there is no other technique and no other place the student may be moved to prevent continued disruption;
- When a student's behavior is so out of control that the student is unable to engage in educational activities and there is no other technique that could reasonably be employed to allow the student's emotions to cool down and engage in appropriate behaviors and educational activities; and
- The student has an IEP or a Behavioral Plan which provides for the use of seclusion in circumstances other than the foregoing. If it is anticipated that seclusion may need to be used with a special education student, the IEP team is to discuss and include use of seclusion in the student's IEP if the IEP team determines use of seclusion to be appropriate. (Note: IEPs or Behavioral Plans should not provide for use of seclusion except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Seclusion may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

B. Conditions. Use of seclusion shall take into consideration the safety and security of the student.

Enclosures used for seclusion, other than enclosures used on a temporary basis, shall:

- Have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student.
- Be constructed of materials that cannot be used by students to harm themselves or others, be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others, and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing).
- If an enclosure used for isolated time out is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, the panel shall be unbreakable.
- 5421(d) Be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For students who do not communicate verbally, arrangements shall be made to permit the student to periodically communicate the student's needs.
- If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in position by a person, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

The procedures for use of seclusion include:

- An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.
- The adult responsible for supervising the student must periodically check on the student visually if possible.

- C. Timeline. A student shall not be kept in seclusion for more than 20 minutes after the student ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which isolated time out would be an appropriate intervention.
- D. Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.

4. Documentation and Evaluation

- A. Documentation of Use of Physical Restraint or Seclusion. A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's temporary record. The student's case manager, if any, shall also maintain a copy of each such record. Each such record shall include:

- The student's name;
- The date of the incident;
- The beginning and ending times of the incident;
- A description of any relevant events leading up to the incident;
- A description of any interventions used prior to the implementation of physical restraint or seclusion;
- A description of the incident and/or student behavior that resulted in implementation of physical restraint or seclusion;
- A log of the student's behavior during physical restraint or seclusion, including a description of the restraint technique(s) used and any other interaction between the student and staff;
- A description of any injuries (whether to students, staff, or others) or property damage;
- A description of any planned approach to dealing with the student's behavior in the future;
- A list of the school personnel who participated in the implementation, monitoring, and supervision of physical restraint or seclusion;
- The date on which the parent or guardian was notified.

5421(e) The record shall be completed by the beginning of the school day following the use of seclusion or physical restraint.

- B. Notification of Administration. The Superintendent or Superintendent's designee shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.
- C. Notification of Parent or Guardian. Within 24 hours after use of seclusion or physical restraint, the Superintendent or Superintendent's designee shall send written notice of the incident to the student's parents or guardians, unless the parent or guardian has provided the District a written waiver of this requirement for notification. The parent or guardian shall be informed of the date of the incident, a description of the intervention (physical restraint or seclusion) used, and who at the school may be contacted for further information.
- D. Evaluation. An evaluation shall be conducted whenever a physical restraint exceeds 15 minutes or results in physical injury, whenever a seclusion exceeds 30 minutes, or use of physical restraint or seclusion is repeated with an individual student during any three-hour period:
- A certified staff person trained in the use of physical restraint, or knowledgeable about the use of seclusion, as applicable, shall evaluate the situation.
 - The evaluation shall consider the appropriateness of continuing the procedure in use, including the student's potential need for medication, nourishment, or use of a restroom, and the need for alternate strategies (e.g., assessment by a mental health crisis team, assistance from police, or transportation by ambulance).
 - The results of the evaluation shall be committed to writing and copies of this documentation shall be placed into the student's temporary student record and provided to the Superintendent or Superintendent's designee.

Initiations, Hazing, Secret Clubs and Outside Organizations:

Initiations - Initiations by classes, clubs or athletic teams are prohibited except with the approval of the administration. Any student who engages in or encourages initiations that have not been approved by the administration is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion. The administration may only give consent to initiation activities that are consistent with student conduct expectations and that do not present a risk of physical or mental injury or belittlement.

Hazing - Hazing by classes, clubs, athletic teams or other student organizations is prohibited. Hazing means any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any school organization. Such prohibited hazing activities include but are not limited to whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, sexual conduct, nudity, or any brutal treatment or the performance of any act which endangers the physical or mental health or safety of any person or the coercing of any such activity. Hazing is prohibited even though the person who has been the subject of the hazing consents to the activity. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Secret Organizations – It is unlawful for students to participate in or be members of any secret fraternity or secret organization that is in any degree a school organization.

Any student who violates this restriction is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Outside Organizations – It is unlawful for any person, whether a student of the District or not, to enter upon the school grounds or any school building for the purpose of rushing or soliciting, while there, any student to join any fraternity, society, or association organized outside of the schools. Any person who violates this restriction is subject to criminal prosecution and removal and exclusion from school grounds.

School Board Policies: Rights and Responsibilities of Students

The Kearney Board of Education believes discipline to mean the process by which students learn and practice self-responsibility in the conduct of their activities in and out of the school community. It is developmental and based upon a respect for the potential and dignity of each individual.

Students shall be expected to conduct themselves in keeping with their level of maturity, with due regard for the regulations of the school, the authority and responsibility of their teachers and the rights and privileges of others in the school.

Discipline is the responsibility of all persons involved in the education of young people. The process requires understanding, acceptance, establishment of proper goals, provision of stimulating instruction, approval and commendation of student achievement, setting of proper limits, firm, fair, and consistent enforcement of limits, and punishment when circumstances warrant it. The goal is self-discipline.

The process should be geared to the developmental level of students, resulting in more self-direction as the student matures.

Classroom teachers or sponsors are responsible for the conduct of students under their jurisdiction and have the authority to enforce student conduct. When student misconduct must be corrected, the following forms of corrective action should normally be utilized:

1. **Reprimand**
The student will be told what he/she is doing wrong and asked to explain his or her understanding of the situation.
2. **Conference**
The student will be asked to discuss the circumstances of misbehavior, and to formulate a plan for correction. Parents will be involved in conferences when it becomes apparent that a pattern of misbehavior is developing.
3. **Detention**
Usually administered when reprimand and initial conferences have failed to correct the situation. Detention can be assigned for one or more days before or after school depending upon the offense.
4. **Repairing or Paying for Damage**
Parents are responsible to pay for repairs or replacement if their child has damaged school property.
5. **Loss of Privileges**
Privileges are taken seriously by most students and their loss is a serious matter to them.

Inspection of School Property

The school exercises exclusive control over school property, and students should not expect privacy regarding items placed in school property, because school property is subject to search at any time by school officials.

Students are responsible for whatever is contained in desks and lockers issued to them by the school. School officials reserve the right to search an individual if the search is reasonable or necessary to maintain order or safety. Student lockers, desks, and other such property are owned by the school. A personal safety or security device (such as a taser, mace, or pepper spray) not previously approved by the Administration constitutes a “dangerous weapon”.

Designated officials may, according to law and board policy, have access to and search student lockers, desks, and other such school-owned property. Designated officials may have access to search student clothing, backpacks, and other such property (including cars in the school parking lot or otherwise on school property) on reasonable suspicion that the law or school rules are being violated.

STUDENT DISCIPLINE

It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline in the school district. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conference, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term), mandatory reassignment, and expulsion. When a student is suspended or expelled, the student shall not be permitted on school grounds without specific administrator approval.

Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion, or Mandatory Reassignment

The following types of student conduct shall constitute grounds for short-term suspension, long-term suspension, expulsion or mandatory reassignment, when such activity occurs on school grounds or during an educational function or event off school grounds, or in a school owned or utilized vehicle being used for school purposes or at a school sponsored activity or athletic event:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority
2. Use of violence, force, coercion, threat, harassment, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Sexual assault or attempting to sexually assault any person. For purposes of this provision, sexual assault means sexual assault in the first or second degree or a sexual assault of a child in the first, second or third degree, as such crimes are defined in the statutes referenced in Section 79-267(8)
4. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
5. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
6. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from such student, or making a threat which causes or may be expected to cause a disruption to school operations.
7. Engaging in bullying, which includes any 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 a school employee's designee, or at school-sponsored activities or school-sponsored athletic events. The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others. The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students.
8. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon, or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks (see below).

9. Engaging in the selling, using, possessing or dispensing of alcoholic beverages, tobacco, narcotics, drugs, controlled substance, inhalant or being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing or dispensing of an imitation controlled substance as defined in Section 28-401 of the Nebraska Statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Use of a controlled substance in a manner prescribed for the student by the student's physician is not a violation. Tobacco means any tobacco product (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.

The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also it includes being impaired by reason of the abuse of any material used as a stimulant.

10. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned class or assigned activities.
11. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
12. Public indecency or sexual conduct
13. Repeated violation of any of the school rules
14. Engaging in any unlawful activity as determined by the laws of the United States or the State of Nebraska
15. Dressing or grooming in a manner wherein such dress is dangerous to the student's health and safety or to the health and safety of others or is distracting or indecent to the extent that it interferes with the learning and educational process; or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for those students riding Kearney Public Schools buses or other vehicles.
17. Violation of the Internet Use and Safety and/or the Electronic Devices Policy.

In addition, a student may be suspended (short-term or long-term) expelled, or mandatorily reassigned for sexual assault or attempted sexual assault of any person regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.

A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period of such terms as the administration may establish:

1. Knowingly and intentionally using force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
2. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion of one (1) calendar year.

"Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device."

The Superintendent may modify such one-year expulsion requirements on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is prohibited.

For purposes of this handbook, the term "dangerous weapon" includes any personal safety or security device (such as a taser, mace, or pepper spray). In the event that a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student's locker, in the main office, or in another secure location designated by the building principal. A student shall not carry a person safety or security device during the school day.

Short-Term Suspension

Short-term suspension may be imposed for a period of up to five (5) school days for violations of any of the above detailed areas of prohibited conduct. The principal may suspend a student for as many as five school days for:

- A. Conduct that constitutes grounds for expulsion under the law.
- B. Other violations of the rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following procedure should be followed for a short-term suspension -

- A. The principal and designee shall make a reasonable investigation of the facts and circumstances.
- B. Prior to the commencement of the short-term suspension, the student should receive oral or written notice of the charge and the reasons for the suspension and the student should be told the basis of the evidence used to make the decision.
- C. The student shall be afforded an opportunity to explain the student's version of the facts to the administrator or designee making the short-term suspension decision.
- D. The student and the student's parents shall be notified within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- E. An opportunity shall be afforded to the student, and the student's parent or guardian, to have a conference with regard to the matter with the principal or administrator ordering the short-term suspension before or at the time the student returns to school. The principal or administrator shall determine who in addition to the parent or guardian shall attend the conference. The principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.

Long-term Suspension, Expulsion, or Mandatory Reassignment

A student may be excluded (long term suspended) by the principal or designee from school or any other school function for a period of six (6) school days, but less than twenty (20) school days on a long-term suspension for conduct constituting grounds for expulsion as hereinafter set forth.

Expulsion

Expulsion shall mean exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect, unless the misconduct occurred:

within (10) ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or within (10) ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or unless the expulsion is for firearms or other dangerous weapons, in which case the expulsion shall remain in effect for the period specified therein.

Such action may be modified or terminated by the school district at any time during the expulsion period.

Any expulsion that will remain in effect during the first semester of the following school year shall be automatically scheduled for review before the beginning of the school year. The review shall be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian.

This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year.

If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

Enforcement of the expulsion may be suspended for a period of not more than one (1) full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program which the school district deems appropriate for rehabilitation of the student. In lieu of other authorized educational programs to which the student may be assigned, such school, class, or program may be offered as a community-centered classroom and may include experiences for the student as an observer or aide in governmental functions, as an on-the-job trainee, and as a participant in specialized tutorial experiences or individually prescribed educational and counseling programs. Such programs shall include an individualized learning program to enable the student to continue academic work for credit toward graduation. At the conclusion of the designated period:

if the student has satisfactorily participated in the school, class or program to which such students has been assigned, the student shall be reinstated and permitted to return to the school of former attendance or to attend other programs offered by the district, and action to expunge the record of the expulsion may be taken at the discretion of the Superintendent or his or her designee; or if the student's conduct has been unsatisfactory, the expulsion shall be enforced. The determination of whether the student's participation and conduct has been satisfactory or not shall be made by the Superintendent or designee.

Student Subject to Juvenile or Court Probation Prior to the readmission to school of any student who is less than nineteen (19) years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Superintendent or designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Superintendent or designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student shall, upon such return, be screened by the school for possible disabilities and, if the screening so indicates, be referred for evaluation for possible placement in special education.

The student may be expelled or otherwise disciplined for subsequent conduct as provided in board policy and state statute.

Mandatory Reassignment - Mandatory reassignment shall mean the involuntary transfer of a student to another school within the system in connection with any disciplinary action.

Emergency Exclusion - A student may be excluded from school in the following circumstances:

- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health and safety of the school community; or
- b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear, factual situation warranting it and shall last no longer than is necessary to avoid the dangers described above.

If the emergency exclusion will be for (5) five days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond (5) five days, a hearing is to be held and a final determination made within (10) ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

Right to Appeal

1. Due process as defined in the statutes of the State of Nebraska will be followed in all situations that may involve removal from the student's attendance center by long-term suspension, expulsion, or mandatory reassignment.
2. The following process will be used to resolve conflict situations that involve staff and patrons or students and involve long-term suspension, expulsion, or mandatory reassignment.
 - A. The principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the superintendent or his or her designee.
 - B. If the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose, or (b) a personal injury to the student himself or herself, or students, school employees, or school volunteers, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent or his or her designee, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent.

- C. The principal or his or her designee shall serve by registered or certified mail or by personal service, the student and the student's parents or guardians with a written notice within two (2) school days of the date of the decision to recommend long-term suspension or expulsion. Said notice shall include the following:
1. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension or expulsion, including a summary of the evidence to be presented against the student as submitted by the principal or assistant principal.
 2. The penalties to which the student may be subjected and the penalty which the principal, or his or her designee, has recommended in the charge.
 3. A statement explaining the student's right to a hearing upon request on the specified charges.
 4. A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.
 5. A statement that the administrative representative, legal counsel for the school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
 6. A form for a request for hearing to be signed by such parties and delivered to the principal or his or her designee in person or by registered or certified mail.
- D. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing or settling the matter with appropriate school personnel prior to the hearing stage.
- E. In the event that the principal has not received a request for hearing within five (5) school days following receipt of the written notice, the punishment recommended in the charge by the principal, or his or her designee, shall automatically go into effect.
- F. If a hearing is requested more than five (5) school days following the actual receipt of the written notice, but not more than thirty (30) calendar days after actual receipt, the student shall be entitled to a hearing, but the punishment imposed may continue in effect pending final determination.
- G. If a request for hearing is not received within thirty (30) calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.
- H. In the event that a hearing is required to be provided, the superintendent shall appoint a hearing officer.

When a student is suspended or expelled from school, the student shall not be permitted on school grounds without specific administrator approval.

Alternative Education Programs or Plans For Expelled Students

A. Alternative Education Program

The Superintendent or Superintendent's designee is hereby granted the authority to arrange and plan for a student's alternative educational program, based on the available resources and student's individual circumstances.

B. Education Plan Program:

If the administration elects not to provide an alternative education program, or if a student declines to participate in the alternative education program, the following procedures shall be followed:

1. A conference shall be called by a school administrator and held to assist the district in the development of a plan with the participation of a parent or a legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved with juvenile justice.
2. The plan shall be in writing and adopted by a school administrator and presented to the student and the parent or legal guardian.
3. The plan shall:
 - a. Specify guidelines and consequences for behaviors which have been identified as preventing the students from achieving the desired benefits from the educational opportunities provided,
 - b. Identify educational objectives that must be achieved in order to receive credits toward graduation,
 - c. Specify the financial resources of the community programs available to meet both the educational and behavioral objectives identified, and
 - d. Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

The school district shall submit such plan on the form "Section 79-266(2) Plan".

LAW VIOLATIONS

Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code, will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent or guardian of the fact that the referral to legal authorities has been or will be made.

Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable.

The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

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

OTHER SCHOOL BOARD POLICIES

Board Policy Relative to Standards of Student Conduct Pertaining to the Unlawful Possession, Use, or Distribution of Illicit Drugs or Alcohol on School Premises or as a Part of Any of the School's Activities -

It shall be the policy of Buffalo County School District No. 7, in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation, to absolutely prohibit the unlawful possession, use, or distribution of illicit drugs or drug paraphernalia, or alcohol on school premises or as a part of any of the school's activities.

This shall include such unlawful possession, use, or distribution of illicit drugs or drug paraphernalia, or alcohol by any student of the District during regular school hours or after school hours at school-sponsored activities on school premises, or at school-sponsored activities off school premises.

Conduct prohibited at places and activities as hereinabove described, shall include, but not be limited to, the following:

1. Possession of any controlled substance, possession of which is prohibited by law.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession of alcohol on school premises or as a part of any of the school's activities.
4. Possession of drug paraphernaliaUse of any illicit drug.
5. The possession, use, or distribution of alcohol.
6. Distribution of any illicit drug.
7. Distribution of any drug or controlled substance when such distribution is unlawful.
8. Use of any drug in an unlawful fashion.
9. Use of any illicit drug.

It shall further be the policy of the District that violation of any of the above prohibited acts will result in disciplinary sanctions being taken within the bounds of applicable law, up to and including short-term suspension, long-term suspension, expulsion, or referral to appropriate authorities for criminal prosecution.

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, gums, and respiratory diseases. Smoking is the major preventable cause of premature death today. Non-smokers can be harmed by passive smoke.

A ban on all tobacco use is the policy on all school district property and in all school-owned vehicles. Tobacco use by the general public or adult employees on all school district property, on all athletic fields, and in all school-owned vehicles will be prohibited. Visitors are expected to honor the tobacco-free environment policy as well.

The Board prohibits the use, distribution, or possession of tobacco products by students in the school building or on the grounds at any time, or at any school-sponsored activity or athletic event, or in a vehicle owned, leased, or contracted by the school being used for school purposes, or in a vehicle being driven for school purposes by a school employee or designee.

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.

Students who do will be disciplined, and may be suspended or expelled and/or referred to appropriate law enforcement officials.

STUDENT DRESS

Good personal appearance is conducive to a positive learning atmosphere. It is each student's and parent's responsibility to see that the student comes to school clean and neatly dressed.

Appropriate clothing shall be that which does not pose a health problem or safety hazard, does not disrupt classroom activities, properly covers the body, and complies with reasonable standards of appropriate dress. Any clothing deemed disruptive to the educational process is prohibited.

- (1) Students will not be allowed to attend school wearing clothing that advertises, condones, or promotes alcohol, tobacco and other drugs, violence, sexual references (e.g. Hooters, W.W.F., Coed Naked, Lucky Brewery, gang affiliation, "Bong Hits 4 Jesus" etc.), or is offensive to ethnicity, gender, religion, handicapping condition or sexual orientation.

If students wear such inappropriate apparel to school, they will be asked to alter their dress so the wording is not visible, or may be given an alternate garment.

- (2) Caps, hats, or other head gear will not be allowed in school buildings, except for specific activities approved by the principal.
- (3) Students are recommended to wear tennis shoes on days when they will participate in physical education.

Other dress and appearance will be monitored by principals. If the student's dress and/or appearance is affecting student behavior in a negative manner, the principal may request the student not wear such clothing, hair color, tattoos, jewelry, artificial nails, high heels or make-up to school. The guidelines are provided for the safety and learning opportunities of all students. Families in need of appropriate seasonal clothing for their children may contact the Kearney Public Schools Foundation at 698-8030 to inquire about assistance or the school social worker.

All staff members have the discretion to send students to the office that they believe to be in violation of the dress code policy.

The principal or the superintendent will have the final authority in determining the appropriateness of student attire.

Playground Apparel

Please provide your child with adequate outerwear for the playground, as well as for their walks to and from school.

STUDENT FEES

The Board of Education of Kearney Public School District #7 adopted the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act:

The District's general policy is to provide instruction in school in accordance with the Nebraska Constitution. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of Constitutionally-required free instruction. Students and their parents have historically contributed to the District's efforts to provide such extra activities, programs, and services.

The District's general policy is to continue to encourage and to require, to the extent permitted by law, such student and parent contributions to enhance the educational program by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy, its guidelines for specific categories of student fees.

The District does so by setting forth the following policies and guidelines; this policy is subject to further interpretation or guidance by administrative guidelines or board rules which may be adopted from time to time. Parents, guardians, and students are encouraged to contact their building administrators for further specifics.

1. Guidelines for non-specialized attire required for specific courses and activities and costs of field trips associated with the curriculum

Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate.

Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses, and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course, or activity.

The District will provide or make available to students, such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protection devices for courses of instruction in vocational, technical, industrial arts, chemical, and chemical-physical classes which involve exposure to hot, molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, and other similar hazards.

Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

The district will provide for costs of students and staff to attend specific events, activities, and/or attractions associated with curricular field trips, with the exception of minor consumables such as meals.

2. Personal or consumable items and miscellaneous –

Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

General Course Material: Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses, including, but not limited to, pencils, paper, pens, erasers. A specific class supply list will be published annually.

Damaged or Lost Items: Students are responsible for the careful and appropriate use of school property. Students and their parents or guardians will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

Materials Required for Course Projects: Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping

the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District.

If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of such materials for the project.

Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject to payment of fines or costs for damages caused with or to vehicles or for failure to comply with school parking rules.

3. Extracurricular Activities- specialized equipment or attire/class dues/conference expenses –

Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire.

Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance team, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with t-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student.

Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. Costs to students can be waived through the District's fee waiver policy.

Students have the responsibility to pay for dues to belong to any extracurricular club or organization and to pay for attendance at any of their related activities. Fees to attend conferences and/or conventions of these organizations where participation is voluntary, will be the responsibility of the student. For music extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

4. Extracurricular Activities – Fees for participation

Admission fees are charged for extra-curricular activities and events.

5. Postsecondary education costs

Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

6. Transportation costs

Students are responsible for fees established for transportation services provided by the District and to the extent permitted by federal and state laws and regulations.

7. Copies of student files or records

The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian, or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents or students from exercising their right to inspect and review the student's files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records to be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

8. Participation in before-and-after-school or pre-kindergarten services

Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten services offered by the District, except to the extent such services are required to be provided without cost.

9. Participation in summer school

Students are responsible for fees required for participation in summer school. Students are also responsible for any fees associated with correspondence courses. Students who have failed to obtain credit for curricular classes they have taken during the normal school hours will be required to pay tuition costs for retaking the class.

10. Breakfast, snack and lunch programs

Students shall be responsible for items which students purchase from the District's breakfast, snack, and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations.

Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store", a vending machine, a booster club or parent group sale, a book order club, or the like.

Students are required to bring money or food for field trip lunches and extra-curricular activities.

11. Waiver policy

The District's policy is to provide free waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities, and (2) use of a musical instrument in optional music courses that are not extracurricular activities.

Participation in a free or reduced lunch program is not required to qualify for free or reduced-price lunches for purposes of this section.

Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

12. Distribution of policy

The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the student handbook or the equivalent (for example, publication may be made in an addendum or supplement to the student handbook).

The student handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

13. Student Fee Fund

The Board of Education hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students.

Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

STUDENT RECORDS

A cumulative record shall be maintained for each student from entrance into school through the twelfth grade. Such records pertaining to the individual student may be used only for the benefit, promotion, or welfare of the student. Any natural or adoptive parent has all rights of a parent, unless his/her rights are altered by the courts.

Student files or records shall be maintained so as to separate academic and disciplinary matters. All disciplinary material in a student's file shall be removed and destroyed after the student's continuous absence from the school for a period of three (3) years. A parent or guardian of a student or former student, and a student or former student who is eighteen (18) years of age or older, shall be given the opportunity upon request to inspect and review the education records of the student or former student.

The Kearney Public Schools will not arbitrarily alter these rights. The custodial parent should receive routine information about his/her student including notification of conferences.

The non-custodial parent need not receive this information on a routine basis; however, if the non-custodial parent requests this information, and his/her right to it has not been denied by the courts, it should be provided.

In accordance with the Family Educational Rights & Privacy Act, Kearney Public Schools is required to inform parents/legal guardians that standard, directory information in regard to your child can be published unless you wish to restrict information.

Examples of publications include: music and sports programs, honor roll, bulletin boards, school newsletters, student directories, web sites, award listings, birthday lists, press releases, Cable Channel, YouTube, TeacherTube, and Kearney Public Schools' video productions. If you choose to restrict your child's name or likeness, they will not be included in press coverage or publications.

Directory information includes: student's name, address, telephone listings (if not unlisted), e-mail address, and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student, school and dates of attendance, student's current grade, student's enrollment status (e.g., full-time or part-time), student's date of birth and place of birth, student's extra-curricular participation, student's weight and height if a member of an athletic team/s, degrees, student's honors and awards received, student's photograph, and most recent previous school attended. All other non-directory information shall remain confidential.

All parents must sign a release form as they enter their child in a Kearney Public Schools attendance center, indicating if they choose restriction or no restriction of directory and publication information.

It will be the responsibility of the parent to contact the school building to obtain an exclusion form if they choose to change their preferences.

School officials may have access to only those education records in which they have a legitimate educational interest (LEI), unless the parent has given written and dated consent for the access.

A school official has a legitimate educational interest (LEI), if the official needs to review an education record in order to fulfill his or her professional responsibility and effectively provide the function or service for which they are responsible.

A school official, for purposes of access to education records, is a person employed by the District as an administrator, supervisor, instructor or support staff member; a Board of Education member; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

To the extent permitted by law, contractors, consultants, and volunteers may be permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to education records in which they have a legitimate educational interest (LEI); which means records needed to effectively provide the function or service for which they are responsible.

Recording of Others

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent of the person or persons being recorded or whose image or sound is being transmitted. This prohibition applies to all persons, including staff, students, and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to district-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activities. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting, if the recording is necessary to ensure that the parent understands the IEP or the IEP process, or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act (IDEA).

Amendment of Student Records

Parents and eligible students (a student who has reached 18 years of age or is attending an institution of post-secondary education) have the right to challenge any information contained in the records that they believe is inaccurate, misleading or violates the privacy rights of the student. Such a challenge may be made by making a written request to the Principal to amend the records. If a decision is made not to amend the education records in accordance with the request, the Principal shall inform the parent or eligible student and the Superintendent.

The parent or eligible student shall be advised of the right to a hearing. If a hearing is requested, the Superintendent shall conduct a hearing (or delegate the role to another school official who does not have a direct interest in the outcome of the hearing) and provide the parent or eligible student a full and fair opportunity to present evidence relevant to the issues raised in conformance with applicable law.

FERPA's provisions do not apply to grades and placement of children made by school personnel. A copy of the complete FERPA regulations is attached in Appendix B.

STUDENT SERVICES

STUDENT SERVICES **Dr. Dan Endorf, 698-8005**

Student services include Special Education, Students with Disabling Conditions, Counseling, School Social Work Services, High Ability Learner Services, Title I & Reading Services, EL Services, and Students in Transition with Need.

SPECIAL EDUCATION **Melisa Dobish, 698-8017**

Special Education services are available to all students who meet qualifying criteria established by the Nebraska Department of Education. A child may be determined to verify as a child with a disability in one or more of the following categories: autism, deaf-blindness, developmental delay, emotional disturbance, hearing impaired, intellectual disability, multiple impairments, orthopedic impairment, other health impairments, specific learning disability, speech/language impairment, traumatic brain injury and visual impairment. Identified children are served from birth to age 21 at no cost to resident parents.

Program models available include: consultative and direct services (physical and occupational therapy, speech/language therapy, resource services, vision and hearing specialists, counseling, adaptive physical education, and psychological services); special education classrooms; and contracted services.

Parents may initiate referrals by contacting the student's teacher, the building principal, or the Special Education Director. Classroom teachers and building principals may also begin the referral process, after notifying the parent. All new referrals go first to the Student Assistance Team (SAT), which is a problem-solving team designed to look at the student's strengths and areas of concern and strategize a plan to enhance the student's performance.

When further diagnostic testing is determined to be necessary, the SAT refers to the Multidisciplinary Team (MDT). This team is responsible for completing the assessment and determining eligibility for special education services. The parent is a member of both the SAT and MDT. If the child is deemed eligible for special education, a team of regular and special educators, together with the parent, develop an Individualized Education Plan (IEP) that details areas of strength, educational needs, educational goals, and services for the child.

Inclusion - In keeping with the State and Federal guidelines for serving students with disabilities in the least restrictive environment, Kearney Public Schools will integrate students to the extent instructionally appropriate.

The integration of students with disabilities takes place with instructional support from regular and special educators while weighing the components of continuing to provide quality services to regular education students.

It is the intent of Kearney Public Schools that special education personnel will be allocated to actively support students with special needs in the regular education classroom.

The Special Education Office is located on the second floor of the Administration Building, 320 West 24th Street, Kearney, NE.

Students with Disabling Conditions

Dr. Dan Endorf Director of Student Services & Safety – 698-8005

Section 504 of the Rehabilitation Act of 1973 provides parents of students with disabling conditions the right to be fully informed concerning educational decisions about their child that include such things as: participation in programs, services, evaluations, and placement. This section also includes information on local grievance procedures and due process hearings. For more information, contact your building principal or the Director of Student Services & Safety.

English Language Services

Dr. Dan Endorf Director of Student Services & Safety – 698-8005

English Learners program (EL) is an educational service to all students who qualify for additional language support services. Individual buildings should notify the Education Directors, to initiate the assessment process to determine if the student qualifies for this special program, kindergarten through 12th grade.

For interpretation services call:

Paula Gaasch at 698-8039.

School Social Workers

Dr. Dan Endorf Director of Student Services & Safety – 698-8005

Each elementary building has access to a school social worker who is able to provide services related to a student's social and emotional adjustment to school, family, community and society. Social workers are the link between the home, school and community providing direct as well as indirect services to students, families and school personnel to promote and support students' academic and social successes.

Social workers may be part of the assessment team for at-risk and special education students and help students and families with transitions.

School social workers work collaboratively with the principals, guidance counselors and teachers to best meet the needs of each student. Referral for social work services can be made by parents, teachers or administrators.

Counseling Services

Dr. Dan Endorf Director of Student Services & Safety – 698-8005

A school counselor is assigned to each elementary school of the Kearney Public Schools. The goal of the elementary counseling program is to facilitate the personal and social development and academic success of every student. The elementary counseling program provides individual and group counseling, developmental guidance activities, and support guidance based upon individual and school needs. The very heart of Kearney's successful elementary counseling program is the regular in-class presentations as designed and taught by the counselor. Counselors present regular in-class presentations.

High Ability Learners

Dr. Dan Endorf Director of Student Services & Safety/Security – 698-8005

The Kearney Public Schools are committed to the philosophy of providing educational opportunities which allow each student to reach his/her potential. The schools provide a variety of challenging programs and services for students who have demonstrated or have the potential for superior academic achievement.

Learners with high ability shall be identified in the academic areas of math and reading. Identification of learners in grades 3-8 with high ability in the specified areas shall be based on the criteria listed below. Students meeting any one of the following criteria shall be identified as high ability learners.

- 97th percentile or above on the Spring Mathematics assessment administered by the district.
- 97th percentile or above on the Spring Reading assessment administered by the district.

Differentiated instruction is the primary model for delivery of High Ability Learner services in the Kearney Public Schools. Information about these programs and services is available to parents by visiting with the classroom teacher, building principal, or Education Director.

Title I & Reading Services

Dr. Dan Endorf Director of Student Services & Safety/Security – 698-8005
Sara Paider Education Director PreK-5 – 698-8021

Title I reading services are available at qualifying schools. Children served must meet specific criteria identified through assessment instruments. Title I reading teachers provide small group instruction to children who qualify. They work with the regular classroom teachers to coordinate services to each student. Additional reading support teachers serve at other elementary sites. Students receiving services in Title I are held to the same standards and expectations as all other students, and are assessed with the regular student population without accommodations. Title I Math is available in some buildings.

Title I is a federally-funded program with the goal of helping all students meet challenging state academic standards. It is designed to provide additional academic support and learning opportunities to students struggling to meet state academic standards. Title I schools

- develop programs that supplement classroom instruction,
- ensure the staff is highly qualified and trained to incorporate research-based teaching methods into instruction, and
- include parents in Title I decision-making.

Parents have the right

- to know the qualifications of the child's teacher and any substitute teacher working for more than four weeks,
- to know how the school is rated on its state test scores,
- to understand the Nebraska State Standards, the Nebraska Student Assessment Program and the child's test score
- to expect regular communication with their school in a language that they can understand,
- to form a learning "compact" agreement between school and parent, and
- to give input to the school's action plan.

TARDIES and ABSENCES

Tardies are considered to be absences. Tardies cause students to miss the critical introductory component of the day's instruction. Kearney Public Schools staff will work in partnership with parents to promote consistent student attendance. A guardian dismissal is counted as a tardy.

Any student who is late the first 5 minutes of the school day will be marked tardy. After the 5- minute window, a student will be coded as absent with a check-in time noted. Additionally, when a student checks out, they will be coded absent for the remainder of the day with the check-out time listed. The minutes a student misses will be accumulated for truancy. Schools will contact parents when their children trigger the need for additional meetings to discuss truancy in accordance with state laws and reporting.

Elementary Instructional Day

- 8:05 A.M. to 3:25 P.M. Park, Windy Hills, Buffalo Hills, Kenwood
- 8:10 A.M. to 3:30 P.M. Bryant, Central, Meadowlark, Northeast
- 8:15 A.M. to 3:35 P.M. Emerson, Glenwood

Middle Level Instructional Day

- 8:10 A.M. to 3:35 PM Horizon, Sunrise

Secondary Instructional Day

- 8:00 A.M. to 3:41 PM Kearney High School
- 8:00 A.M. to 3:00 PM Hanny Arram Center for Success

Reporting Absences and Accountability

Please understand that ALL absences, tardies and guardian dismissals must be recorded regardless of the reasons. Parents must report all absences.

ALL absences, tardies and guardian dismissals must be reported by the parent or guardian of the student to the Principal's Office each day they occur within 30 minutes from the start of the school day. This report may be verbal or written.

The circumstances for all absences from school will be identified as: school excused or not school excused.

Advanced Absences and Tardies

Absences, tardies and guardian dismissals that are known prior to the actual day of occurrence should be pre-reported and accounted for through the principal's office by the parent/guardian, whenever possible (except illness or a death in the family).

Any of the following circumstances that lead to an absence will be identified as an Excluded or School Excused absence, provided the required attendance procedures have been followed:

- (1) Impossible or impracticable barriers outside of the control of the parent or child which prevent a student from attending school. The parents must provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to: documented illness or medical appointment, court appearance, death of a family member/s, or suspension.
- (2) Other absences as determined by the principal or the principal's designee.
- (3) Excused or Unexcused - Not School Excused -

Absences that are not school excused may result in a report to the County Attorney and may be classified as follows:

- (1) Parent-acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes, but is not limited to: illness, vacations, and medical appointments without a doctor's note.
- (2) Other absences are those in which the parent has not communicated the reason for the student's absence.

Absence Procedure

In the Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above-defined absence circumstances. Documentation from a medical provider will also help clarify the appropriate code and parents should always provide them to their child's school when applicable.

Leaving School During the Day

A student who plans to leave school during the day for any reason must bring a signed note from a parent, or the parent must call or email the principal or the principal's designee in advance, stating the reason for the absence.

Students must check out at the school office before leaving school. Upon returning to school that same day, the student must sign in at the School Office. Students who leave without permission and without signing out in the proper manner will be considered truant. No child will be allowed to leave school during the school day with any adult other than their parent/guardian, or person authorized by the parent/guardian, as stated above.

Return to School After an Extended Illness

When a student returns to school after an extended illness, surgery or injury, and requires educational accommodations, or requests to remain indoors during the noon hour or recess times, the student must have a note from his/her parent / guardian advising the school of this need. If the need extends for longer than a 3-day period, a doctor's statement will be required.

Two school days will be allowed to make up work for each day missed, with a maximum of 10 days allowed to make up work, or as otherwise determined by the teacher.

Excessive Absenteeism/Truancy

Truancy is defined as "any student that does not present evidence of why he/she is/was absent". A student who engages in unexcused absences may be considered truant as per Nebraska Revised Statute 79-201. Truancy is a violation of school rules. The consequence of such action may include suspension from classes and the student may be required to make up the time missed.

Procedures for Addressing Excessive Absenteeism

Students who accumulate five (5) absences in a quarter which are Excused/Unexcused “Not School Excused” shall be deemed to have “excessive absences.” Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student continues thereafter to have absences which are Excused/Unexcused “Not School Excused” and the absences are of concern due to the effect of the absences on the student’s academics, the student’s attendance history, the time of the school year, the reasons for the absences, or other circumstances, one or more meetings will be held between the school (a school attendance officer, a school administrator or his or her designee, and/or a social worker), the child’s parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:

- (a) The physical, mental, or behavioral health of the child;
- (b) Educational counseling;
- (c) Educational evaluation;
- (d) Referral to community agencies for economic services;
- (e) Family or individual counseling; and
- (f) Assisting the family in working with other community services

If the parent/guardian refuses to participate in such a meeting, the principal shall place documentation of refusal in the child’s attendance records.

Reporting of and Responding to Excessive Absenteeism

Any administrator, teacher, or member of the Board of Education who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three (3) days, report such violation to the Superintendent or such person(s) who the Superintendent designates to be the attendance officer. The Superintendent or attendance officer shall immediately cause an investigation into any such report to be made.

The Superintendent or attendance officer shall also investigate any case when, of his or her personal knowledge, or by report or complaint from any resident of the district, the Superintendent or attendance officer believes there is a violation of the compulsory attendance laws.

The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to address the problem of excessive absenteeism. Such services shall include, as appropriate, the services listed under the “Excessive Absenteeism” section.

A. Twenty Excused Absences

The school may report to the County Attorney of the County in which the person resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per year.

The school shall notify the child’s family in writing prior to referring the child to the County Attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the County Attorney.

A report to the County Attorney may also be made when a student otherwise accrues excessive absences as herein defined.

TECHNOLOGY

Chromebooks

All K-12 students are provided a KPS issued device. These devices remain at school to support learning in the classroom. Students are expected to follow school guidelines and procedures for safely using devices. Refer to the [Acceptable Use Agreement](#) for additional information. Device damages are a responsibility of the student. Parents/Guardians will be notified when an incident occurs and situations will be documented in the student information system. Following an incident, students will receive refresher instruction on how to properly use and care for their device. After the second incident, the fee for repair will be charged to the student and will be based on the current purchasing price.

Acceptable Use

We believe that access to the Internet is an important educational resource for our students. We understand that although there are many valuable educational resources available, there are also unacceptable and offensive materials available on the Internet.

Kearney Public Schools monitors and utilizes filtering software, but recognizes that no software is free from errors. We require efficient, ethical, courteous, and legal utilization of the equipment, computers, and network resources.

Computers and network resources have been provided for educational purposes - game-playing, chain letters, and chat rooms are not acceptable uses of school resources.

E-mail and other computer use or storage is not guaranteed to be private or confidential, but is considered to be school property and may be accessed and reviewed by district personnel and/or other computer users.

Students are taught Internet Safety Curriculum, including network etiquette or digital citizenship, appropriate use of social networking, and cyber-bullying awareness and response. The scope and sequence for the curriculum can be found in the District Curriculum Office and in each school's media center. Vandalism or "hacking" of any kind is prohibited. The security of the system and the rights of other users are to be respected at all times.

Students violating the acceptable use policy will be dealt with according to the discipline policies of the individual school building, the Kearney Public School District, and civil authorities. See Board Policies on Internet Use and Safety and Electronic Communication Devices.

Distribution of a private image of another person's intimate area or of a person engaged in sexually explicit contact is a Class I misdemeanor for a first offense, punishable by up to one year in prison, a \$1,000 fine, or both. Second and subsequent offenses would be a Class IV felony, punishable by up to two years in prison with 12 months post-release supervision, a \$10,000 fine, or both.

Electronic Communication Devices –

An electronic communication device (ECD) is any technology capable of sending or receiving messages using a network, such as a mobile phone, iPod, laptop, scanner, or video game system.

All ECDs, whether owned by Kearney Public Schools, the student, or anyone else, are subject to the rules and regulations of the Kearney Public Schools if they are on school property or using the Kearney Public Schools network.

Cell Phones, Smart Watches, Devices PK-8

Students are not allowed to use cell phones or smart watches/devices for calls or for text messaging in the school building. In the event that cell phones or smart watches/devices are brought to school, they must be turned off and left in the student's locker. Misuse of a cell phone or smart watches/devices will result in the confiscation of the phone or watch/device. Parents must pick up the cell phone or watch/device from the office at the end of the school day.

TRANSPORTATION

Registration

First priority students:

First priority is granted to students living over 4 miles from their home school and/or students that are involuntarily transferred to a school not in their home school attendance area due to building enrollment and/or to receive specialized district services.

*Please note: Students that *voluntarily* transfer to a non-home school and live over 4 miles are NOT guaranteed transportation.

Voluntary transfers are considered second priority students and will be allowed to ride based on the criteria listed below.

Second priority students:

If there is still room on the bus after first priority students are routed, students living in the Kearney Public Schools attendance area will be routed on a first come, first served basis. If the bus is full, the student will be placed on a waiting list until room becomes available on the bus.

*Please note - second priority student transportation is NOT guaranteed for the entire school year. If new students move to Kearney during the school year and either live more than 4 miles OR receive district services, second priority students may no longer be able to ride the bus in order to make room for first priority students.

If a student does not ride the bus for 10 consecutive days the transportation office will attempt to contact the parent from the information provided on the bus registration sheet. If contact with the parent can not be made, the students will be removed from the bus, and be required to re-register to ride the bus. Please make sure to maintain accurate contact information with the transportation office. Communication will be sent out regularly.

Transportation Protocol

The safe student transportation plan is incorporated in the district's Emergency Response Plan, Board of Education Policy and the Kearney Public Schools Student Transportation Handbook.

For additional Transportation Information: <https://www.kearneypublicschools.org/transportation/>

NOTICES

Child Abuse or Neglect Notification

School employees shall promptly report to the appropriate law enforcement agency and the principal when they have reasonable cause to believe that a child has been subjected to abuse or neglect, including sexual abuse, or circumstances which reasonably would result in abuse or neglect. 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.”

Notice to Registered Sex Offenders

Registered sex offenders will not be permitted to come onto school property for any purpose and will be issued a “stay away” letter by the Administration Office.

A sex offender registrant, who is a parent or a guardian of a student in the Kearney Public Schools, shall not be permitted to come onto school property for any purpose without specific prior conditional permission of the school principal or designee.

If conditional permission is granted, the conditions for admission to school property will be outlined in a memorandum of understanding between the principal and the sex offender.

The memorandum, signed by both the principal and the sex offender, will include, at a minimum, the following conditions:

- A prohibition against volunteering in any capacity, including field trips
- A requirement that the school administration be notified in advance, prior to attending any function
- A requirement for registering at the front office and stating the purpose of any school visit
- Permission to attend conferences with the child’s teacher at a pre-arranged conference time

Students who are registered sex offenders may not be precluded from attending school.

Notification of Rights Under Family Educational Rights and Privacy Act (FERPA)

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

1. The right to inspect and review the student’s education records within 45 days of the day the District receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write to the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the District discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA.

The name and address of the office that administers FERPA is:
Office of the Chief Privacy Officer
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202

The local school district contact in regard to FERPA compliance is:
Dr. Dan Endorf, Director of Student Services & Security
Kearney Public Schools
320 West 24th Street
Kearney, NE 68845
308-698-8005

Notice Concerning Directory Information

The District may disclose directory information. The types of personally identifiable information that the district has designated as directory information are as follows: student's name, address, telephone listings (if not unlisted), e-mail address, and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student, school and dates of attendance, student's current grade, student's enrollment status (e.g., full-time or part-time), student's date of birth and place of birth, student's extra-curricular participation, student's weight and height **if a member of an athletic team/s**, degrees, student's honors and awards received, student's photograph, and most recent previous school attended.

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

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. The period of time within which a parent or eligible student has to notify the District in writing that he or she does not want information about the student designated as directory information is as follows: two weeks from the time this information is first received. Parents should contact their Principal's Office to indicate their refusal to have their child's information designated as directory information.

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 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
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.

Anti-Discrimination, Anti Harassment, Anti-Retaliation

Students

Anti-discrimination, Anti-harassment & Anti-retaliation/Title IX

A. Elimination of Discrimination.

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

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

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

Mrs. Melissa Herrmann, Human Resources Director
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 of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

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

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth, or related medical condition, sexual orientation or gender identify, 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 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, 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:

- Name-calling,
- Teasing or taunting,
- Insults, slurs, or derogatory names or remarks,
- Demeaning jokes,
- Inappropriate gestures,
- Graffiti or inappropriate written or electronic material,
- Visual displays, such as cartoons, posters, or electronic images,
- Threats or intimidating or hostile conduct,
- Physical acts of aggression, assault, or violence, or
- Criminal offenses

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

1. Unwelcome sexual advances or propositions,
2. Requests or pressure for sexual favors,
3. Comments about an individual's body, sexual activity, or sexual attractiveness,
4. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
5. 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,
6. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc.,
7. 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.

Preventing Harassment and Discrimination of Employees and/or Students -

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 of District employees, including co-workers, non-employees (volunteers), third parties, or 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, (skin color, hair texture and protective hairstyles) color, religion, national or ethnic origin, sex, disability, age, veteran status, marital status, pregnancy, childbirth or related medical condition, or other protected conditions 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:

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

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

Any person who believes she or he has been discriminated against, denied a benefit, or been excluded from participation in any district education program or activity on the basis of sex, race, (skin color, hair texture and protective hairstyles), color, national or ethnic origin, religion, age, handicap, veteran status, marital status, pregnancy, childbirth or related medical condition, or other protected condition, may grieve such matters using the adopted grievance procedures of the Kearney Public School District. Such procedures shall provide for prompt and equitable resolution of complaints alleging acts of discrimination.

The following are general definitions of what might constitute prohibited harassment:

- A. Ethnic or racial slurs or other verbal or physical conduct relating to a person's race, (skin color, hair texture and protective hairstyles) color, religion, disability, national or ethnic origin, marital status, veteran status, pregnancy, childbirth or related medical condition, or other protected conditions, constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional, or educational environment.
- B. Age harassment (40 years of age or higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults, or intimidation based on a person's age.
- C. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It may consist of unwelcome sexual advances, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body; comments about an individual's body, sexual activity, or sexual attractiveness; requests or pressure for sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotion, etc.; gender-based harassment; or physical or verbal conduct of a sexual nature such as aggression, assault, or violence, including criminal offenses, 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; by supervisors or others in the workplace, classroom, or educational environment,

(i) Sexual harassment may also exist when:

- A. Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;
- B. Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment-related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time.
- C. The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.

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 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.

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.

2. Complaint and Grievance Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor, teacher, or the compliance coordinator designated to handle complaints of discrimination. However, 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 to the designated coordinator, or in the case of a student, to another staff person (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 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.

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 aim to 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 complete its investigation within ten (10) working days after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include witnesses not being available due to an 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 time frame to complete the investigation will not exceed ten additional working days without the consent of 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:

Providing the parties with the opportunity to present witnesses and provide evidence.

- a. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- b. 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.
- c. 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.) will be completed.

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 (victim).

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 five (5) 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 the next scheduled Board meeting to present his or her appeal.

The Board will issue a written determination about the appeal within thirty (30) working days after receiving the appeal. 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.

3. 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,

4. Designated Compliance Coordinator(s):

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 coordinator(s) will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

5. 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.

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 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 may file a formal complaint and begin the following complaint procedure.

Allegations of sexual harassment or discrimination shall be investigated and, if substantiated, corrective or disciplinary action 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 an employee or student for reporting discrimination or harassment.

B. Response to a Formal Complaint:

1. Filing Formal Complaint: An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

Title IX, Title II, Title VI; Section 504

Dr. Melissa Herrmann, Director of Human Resources
320 West 24 th Street
Kearney, Ne. 68845
308-698-8011
melherrmann@kearneycats.com

The formal complaint must be signed by the complainant or by the Title IX Coordinator. The formal complaint procedure may be found in Board Policy 1340.21/4002.12/5401.1.

Notification of Rights under the Protection Of Pupil Rights Amendment (PPRA) -

PPRA affords parents certain rights regarding conducting surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

Consent before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED) –

1. Political affiliations or beliefs of the student or student's parent;
2. Mental or psychological problems of the student or student's family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

Receive notice and an opportunity to opt a student out of –

1. Any other protected information survey, regardless of funding;
2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.

Inspect upon request and before administration use –

1. Protected information surveys of students;
2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
3. Instructional material used as part of the educational curriculum. These rights transfer from the parents to a student who is 18 years old or an emancipated minor under state law.

The Kearney Public Schools has developed policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. Kearney Public Schools will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. Kearney Public Schools will also directly notify, such as through U.S. Mail or e-mail, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parents to opt his or her child out of participation of the specific activity or survey. Kearney Public Schools will make this notification to parents at the beginning of the school year if the district has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

- Collection, disclosure, or use of personal information for marketing, sales, or other distribution
- Administration of any protected information survey not funded in whole or in part by ED
- Any non-emergency invasive physical examination or screening as described above.

parents who believe their PPRA rights have been violated may file a complaint with:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202-5901

The local school district contact in regard to PPRA compliance is:

Dr Dan Endorf, Director of Student Services & Security
Kearney Public Schools
320 West 24th St.
Kearney, NE. 68845
danendorf@kearneycats.com
(308) 698-8005

STUDENT CONDUCT APPENDIX

Level 1 Interventions and Responses	Level 1 Interventions and Responses are aimed to teach alternative behavior so that students can learn and demonstrate safe, respectful and responsible behavior. Staff members are encouraged to try a variety of teaching and classroom management strategies
<i>Who: Teachers primarily handle these situations within their classroom. They will seek the support of the Administration, Counselors, SAT chairs, SPED case managers and other members of the team.</i> This list of Interventions is not intended to be exhaustive, nor will every school have access to each intervention listed. School staff will seek to implement the intervention(s) that seem to most effectively support positive behavior for the specific student under specific circumstances.	Level 1 Response Considerations • Teacher or student conference • Time out/Break from classroom • Work Done: Complete Assignment • Loss of Recess/Loss of privilege means losing opportunities that could include extracurricular school activities on or off campus before, during, or after school. • Detention • Spend the remainder of the day in ISS • Verbal Correction • Loss of classroom privileges Level 1 Intervention Considerations • Parent or guardian contacted, conference, and/or accompany student to school • Implementation of classroom supports · Expectations established and taught · Positive rapport/relationship · Re-teaching, prompting, feedback · Effective classroom supervision • Verbal correction • Collaborative Problem Solving • Written reflection or apology • Seat change • Establish Buddy Teacher/Classroom system • Positive Reinforcements • Refer to MTSS SEBL Handbook

Level 1 Violations	Additional Responses	Behavior Code Minor: Teacher Logs Major: Administration
Bus Misconduct Activity on the bus which is unsafe; refusal to follow directions of the driver or aide	Work with transportation department to complete investigation and follow bus misconduct consequences chart found in transportation handbook.	Minor: Disruptive Behavior Major: 3600 Violation/School Rules
Cheating or Plagiarizing Academic dishonesty including, but not limited to, copying the work of others on school assignments or tests, and using the ideas of writings of another person.	Academic consequences may include requiring student to redo the assignment, issuing alternate assignment or issuing no grade or grade of zero (in consultation with administration).	Minor: Other Major: 3600 Violation/School Rules
Classroom Disruption Student behavior that causes a disruption to the classroom	Refer to Level 1 Response Considerations	Minor: Disruptive Behavior

environment impedes or has the potential to impede the learning of others.		Major: 3600 Violation/School Rules
Behavior Disruptive to the School Environment Student behavior that is unruly or causes disruption to the natural course of the school day.	Refer to Level 1 Response Considerations	Minor: Disruptive Behavior Major: 1500 Disorderly Conduct
Bullying/Harassment When a student engages in a back and forth exchange that includes any hurtful, demeaning, or disparaging acts, words, symbolic representations, or behavior used by a student(s) against another student(s) or staff member(s) that is disruptive of the educational process including any activity on the internet. This includes, but is not limited to, verbal, physical, visual, or graphic actions such as name-calling, taunting, mocking, slandering, humiliating, defaming, teasing, pestering; and making derogatory remarks, demeaning jokes, disparaging drawings or notes.	Conflict Resolution Process followed and parents of all students involved are notified. This includes when bullying is reported to the school by parents or outside individuals.	Minor: Defiance/Disrespect/Non compliance Major: 3200 Threat/Intimidation <i>*Bullying is defined as any 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.</i>
Dress Code Violation Student attire that has messages, images or phrases that represent distasteful or illegal activities including references to drugs, alcohol, violence, profanity or sexual innuendos. Dress that causes a substantial disruption to the educational environment or poses a safety threat to others. This can include items such as chains, belts or belt buckles, jewelry or other objects that could be used as weapons.	Students will be asked to change/cover/remove the clothing item. Parents will be contacted.	Minor: Defiance/Disrespect/Non compliance Major: 3600 Violation/School Rules
Excessive Tardies/Hall Sweep Arriving late to class excessively, as determined by individual school procedures or is caught in the hallway by school staff after the tardy bell has rang	See KPS Attendance Process Flowchart & Guidelines	Minor: Other Major: 3600 Violation/School Rules
Failure to Serve Detention Student does not serve an assigned detention, whether it is scheduled during the school day or after school hours.	Refer to Level 1 Response Considerations	Minor: Defiance/Disrespect/Non-Compliance Major: 3600 Violation/School Rules
Leaving or Entering the School without Following Procedures Failure of a student to adhere to guidelines for open campus privileges or being in an area off-limits to students.	Refer to Level 1 Response Considerations	Minor: Non-Compliance Major: 3600 Violation/School Rules
Loitering Students in hallways, corners, restrooms, locker rooms or other locations in the building without expressed permission and without the approval and supervision of a classroom teacher.	Refer to Level 1 Response Considerations	Minor: Non-Compliance Major: 3600 Violation/School Rules
Lunchroom and Hallway Misconduct	Refer to Level 1 Response	Minor: Defiance /

Student fails to follow expectations for behavior in the lunchroom, hallways or other common spaces.	Considerations	Disrespect Major: 3600 Violation/School Rules
Misuse of Pass/Out of Area Student is out of his or her assigned area during the school day, or uses a hall pass in a way not intended by the issuer	Refer to Level 1 Response Considerations	Minor: Defiance / Disrespect Major: 3600 Violation/School Rules
Misuse of Computers or Network Creation or access of inappropriate material; vandalizing; gaining or attempting to gain unauthorized access; using computers or networks for harassing or threatening or other non-educational purpose. OR Direct or indirect use of district computers, computer networks or computer systems which involves offensive, personal, commercial or other inappropriate messages . OR Other actions that are a violation of the District Technology Policy.	Refer to Level 1 Response Considerations and Acceptable Use Agreement (AUA)	Minor: Defiance / Disrespect Major: 3600 Violation/School Rules
Nuisance Item Any item in a student's possession that is sufficiently annoying, offensive, unpleasant, obnoxious or dangerous that it substantially interferes with or disrupts the learning environment. This may include items that have the potential to cause a disruption or chewing gum.	Item(s) will be confiscated and returned to the parent or to the student.	Minor: Defiance / Disrespect Major: 3600 Violation/School Rules
Inappropriate Clothing Clothing which is construed to be distracting to the learning environment, per district and/or school guidelines.	Student will be asked to change and will be given clothing if necessary.	Minor: Non-Compliance Major: 3600 Violation/School Rules
Inappropriate or Disparaging Language Using inappropriate words or topics of conversation (Without threats directed towards specific staff) in school including use of disparaging, demeaning language, or symbolic actions of any kind including, but not limited to gestures, drawings, symbols, or language.	Refer to Level 1 Response Considerations	Minor: Inappropriate Language Major: 3600 Violation/School Rules
Insubordination/Non-Compliance Failure to comply with the instructions of school staff when current behavior prevents success of the student or impacts learning. Behavior does not pose a threat to others and is not dangerous. No threats are directed at staff members.	Refer to Level 1 Response Considerations	Minor: Defiance / Disrespect Major: 2200 Insubordination/Disobedience
Threat—Level 1: Using a threat as part of a common expression or in a context that the recipient does not feel threatened, frightened, or coerced (“Oh, I could just kill you for that” or “I ought to punch you in the nose.”)	Refer to Level 1 Response Considerations	Minor: Inappropriate Language Major: 3200 Threat/Intimidation
Tardy to class When a student repeatedly continues to be tardy to a class.	There will be no out of school suspension for attendance infractions; KPS attendance policy will be followed.	Minor: Non-Compliance Major: 3600 Violation/School Rules
Truancy Neither the family nor school officials know the student's whereabouts or the student is refusing to attend school or class	There will be no out of school suspension for attendance infractions; KPS attendance policy will be followed	Minor: Other Major: 3600 Violation/School Rules

Level 2 Interventions and Responses	Level 2 interventions often involve support staff, both school-based and within the community, and/or the administrator. These interventions aim to increase the student's skills, positive view of schooling, and positive experience at school so that misbehavior is less likely to continue or escalate. Short-term In School Suspensions may be applied due to the severity or chronic nature of an individual behavior. In cases of multiple suspensions, a problem solving team may be utilized.
<i>Who: A support team including teachers, alpha assigned administration, Counselors, SAT chairs, SPED case managers, social workers, and others may work together to support the student.</i> This list of Interventions is not intended to be exhaustive, nor will every school have access to each intervention listed. School staff will seek to implement the intervention(s) that seem to most effectively support positive behavior for the specific student under the specific circumstances.	Level 2 Response Considerations • Loss of classroom privileges • Teacher or student conference • Time out/Break from classroom • Work Done: Complete Assignment • Loss of Recess/Privileges • Detention • In School Suspension ranging 1-5 days • Out of School suspension for remainder of the day • Bus Suspension • Out of School suspension for remainder of the day and following day Level 2 Intervention Considerations • Parent or guardian collaboration (consider a parent and/or student meeting upon reentry) • School Counselor support • Change in schedule or class • Social Worker Referral • Peer mediation • Service to school/Service to Community • Conflict resolution • Restorative Practices • Loss of school privileges • Temporary removal from the bus, cafeteria, or other location • Review or revision of student plan • Referral to community agency • Positive Reinforcements • Refer to MTSS SEBL Handbook

Level 2 Violations	Response	Behavior Code (All Major)
Bus Misconduct Activity on the bus which is unsafe; refusal to follow directions of the driver or aide	Collaborate with transportation department	3600 Violation/School Rules
Compromising building security. Tampering with school entrances/exits for the purpose of entry later by self or peers, student loitering during non-school hours, skateboarding, longboarding, rollerblading, letting people into the building, littering, multiple students in the same restroom stall at one time, unsupervised activities during the school day, or any other activity deemed by administration to threaten building safety and security.	Refer to Level 2 Response Considerations	3600 Violation/School Rules
Exposure to Bodily Fluids Purposeful spitting, throwing, wiping, biting, or otherwise dispersing bodily fluids on or to another student or staff member.	Refer to Level 2 Response Considerations Mandatory ISS or OSS	3600 Violation/School Rules

Engaging in Verbal Conflict Disrupting the school environment by engaging in a loud argument that may include disparaging comments or discussion of potential physical conflict.	Refer to Level 2 Response Considerations Minimum of ISS remainder of the day	1500 Disorderly Conduct
Fighting: Mutual attempt to physically harm another person through mutual combative physical contact. Not planned, but erupts spontaneously and is a first offense during that school year.	Refer to Level 2 Response Considerations Minimum of OSS	1700 Fighting (Mutual Altercation)
Bullying/Harassment Continued behavior between students, and after administrative intervention that includes hurtful, demeaning, or disparaging acts, words, symbolic representations, or behavior used by a student(s) against another student(s) or staff member(s) that is disruptive of the educational process including any activity on the internet. This includes, but is not limited to, verbal, physical, visual, or graphic actions such as name-calling, taunting, mocking, slandering, humiliating, defaming, teasing, pestering; and making derogatory remarks, demeaning jokes, disparaging drawings or notes.	Refer to Level 2 Response Considerations Both students are instructed to stop all behaviors immediately and parents are informed. KPS Bullying and Harassment steps will be followed as appropriate.	<u>Harassment codes:</u> 1920 Disability 1930 Gender/Sexual Orientation 1800 General (non-sexual) 1910 Racial 1940 Religious 1900 Sexual <i>*Bullying is defined as any 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.</i>
Misuse of Computers or Network Creation or access of inappropriate material; vandalizing; gaining or attempting to gain unauthorized access; using computers or networks for harassing or threatening or other non-educational purpose. OR Direct or indirect use of district computers, computer networks or computer systems which involves offensive, personal, commercial or other inappropriate messages. OR Other actions that are a violation of the District Technology Policy.	Refer to Level 2 Response Considerations and Acceptable Use Agreement (AUA)	3600 Violation/School Rules
Nuisance Item (Dangerous): Any item in a student's possession that is sufficiently annoying, offensive, unpleasant, obnoxious that it substantially interferes with or disrupts the learning environment and presents a danger or potential danger to the school environment. This may include items such as matches, lighters, pepper spray, etc.	Refer to Level 2 Response Considerations Item(s) will be confiscated and returned to the parent.	3600 Violation/School Rules
Physical Contact Any unwanted physical contact between students that does not cause injury or danger, but results in a needed intervention. (Or that causes a disruptive or dangerous environment) Including, but not limited to: Pushing, Shoving, Running, Chasing, Touching, Throwing, or Related Non-Injurious Behaviors.	Refer to Level 2 Response Considerations Minimum ISS for remainder of the school day	2500 Physical Altercation minor
Possession of Obscene or Pornographic Literature, Materials, or Electronic Images	Refer to Level 2 Response Considerations and Acceptable Use	3600 Violation/School

The possessing, taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise	Agreement (AUA) Item(s) will be confiscated and returned to the parent.	Rules
Property Damage Causing or attempting to cause damage to property, or repeated damage to property. This shall include school property lent to the student which the student damages. As to any such damaged property, the student's parent(s) or guardian(s) shall be liable for the damage to the school property. Neb. Rev. Stat. §79-267(2).	Refer to Level 2 Response Considerations Student may be issued monetary consequences to repair damage.	3500 Vandalism
Reckless Behavior Resulting in Injury of Others Recklessness involves the creation of an unjustifiable risk of harm to others and a conscious (and sometimes deliberate) disregard for or indifference to that risk. Physical misconduct that causes injury to another person. The conduct is not intentional but the injury was caused by negligence or potential misconduct by the student.	Refer to Level 2 Response Considerations Minimum of ISS for remainder of the day	1300 Battery
Recording Others Recording others (photographs, videotaping, sound recording, or otherwise transmitting images and/or sounds of another person or persons, etc.) without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public.	Refer to Level 2 Response Considerations and Acceptable Use Agreement (AUA) Confiscate device and contact parent to pick it up.	3600 Violation/School Rules
Refusal to Cooperate with School Staff A student, who has already been sent to the office for misbehavior, continues to fail to comply with directions from staff.	Refer to Level 2 Response Considerations Minimum of OSS for remainder of the day	3600 Violation/School Rules
Theft: Stealing or attempting to steal property from another individual or the school. When an item is valued at less than \$100 or does not require forced entry into a classroom, locker room, locker, vehicle and there was no damage to property during the theft or attempted theft. (Examples: Taking a small item off of an open table or picking up an item left out by another student.)	Refer to Level 2 Response Considerations Notification of law enforcement	3100 Theft
Threat—Level 2: Using an expression (verbal or non-verbal) or an implied or veiled threat with the intent of threatening, frightening, or coercing another and the recipient feels threatened, frightened, or coerced.	Refer to Level 2 Response Considerations Minimum of ISS for remainder of the school day	3200 Threat
Tobacco Possession Possession of Tobacco or look-alike substance, including cigarettes, chewing tobacco, cigars, lighters, matches, and other paraphernalia, including vapor products (i.e. electronic nicotine delivery systems) associated with the physical inhalation or absorption of tobacco which intend to replicate tobacco products either by appearance or effect.	Refer to Level 2 Response Considerations Minimum of ISS for remainder of the day	3300 Tobacco
Tobacco Use To include students found to be in use of tobacco or a product that may be used to distribute tobacco or the chemical nicotine while in the school building, or on school grounds	Minimum of OSS for remainder of the school day	3300 Tobacco
Unauthorized Use of Camera, Video Device, Personal Device or Recording Device Student use of cameras/video devices to record or photograph the school, classroom, teacher or other students without explicit, prior authorization of the principal/classroom teacher and other	Refer to Level 2 Response Considerations and Acceptable Use Agreement (AUA)	3600 Violation/School Rules

student. Any unauthorized recording or photography is prohibited.	Confiscate device and contact parent	
Vandalism or Damage to School or Private Property: Causing or attempting to cause damage to property. This includes school property that is lent to the student.	Refer to Level 2 Response Considerations Monetary compensation for the damage. Potential loss of privileges	3500 Vandalism
Verbal or Written Abuse to Staff, Nonthreatening Language or behavior that is disrespectful to a staff member but is not severe in nature or use significant profanity. This would include statements like, "I'm not doing that!" "Whatever!" "You can't make me." "This is stupid."	Refer to Level 2 Response Considerations Minimum of ISS for remainder of the day	1500 Disorderly Conduct
Vulgarity/Profanity Written or oral language that is disgusting and/or repulsive, but does not constitute harassment and is not directed at staff members.	Refer to Level 2 Response Considerations	1500 Disorderly Conduct
Youth Gang Apparel and Behaviors Wearing apparel as identified by the Kearney Public Schools as gang related; wearing or carrying any item meant to identify a person as a gang member; writing gang graffiti, possessing items containing gang graffiti, or the display of gang hand signs with the intent or potential to intimidate others or that creates a disruptive or unsafe learning environment.	Refer to Level 2 Response Considerations Student will be asked to change or stop behavior and ISS for remainder of the school day.	1500 Disorderly Conduct
Repeated Disruptive Behavior Behavior that causes a repeated disruption to the classroom and in which the student does not participate in or respond to Level 1 Interventions.	Refer to Level 2 Response Considerations Increased consequences to fit the repetitive nature of the behavior.	1500 Disorderly Conduct

Level 3 Interventions and Responses	Level 3 violations will involve the removal of a student from the school environment due to the severity of the behavior. The duration of the short-term suspension, if issued, is to be limited as much as possible while adequately addressing the behavior. In cases of multiple suspensions, a problem solving team may be utilized.
Who: Teachers and other staff members will refer students to any administrator who will work with the team to identify the appropriate intervention and response. This list of Interventions is not intended to be exhaustive, nor will every school have access to each intervention listed. School staff will seek to implement the intervention(s) that seem to most effectively support positive behavior for the specific student under the specific circumstances.	Level 3 Responses • In School Suspensions between 1-9 days • Short term Out of School Suspensions between 1-5 days • Long term Out of School Suspensions between 6-10 days Level 3 Interventions • Interventions from all previous levels • Parent or guardian collaboration (Parent meeting may be required upon re-entry from a suspension) • IEP or SAT team meeting • Restorative Practices strategies, including school and community service • Communication with law enforcement (as needed) • Change of schedule

Level 3 Violations	Response	Behavior Code
Recording Others Recording others (photographs, videotaping, sound recording, or	Refer to Level 3 Response Considerations and Acceptable Use	3600 Violation/School

otherwise transmitting images and/or sounds of another person or persons, etc.) without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public. Any recording in the restrooms, locker rooms or other private spaces will be considered major offenses.	Agreement (AUA) Confiscate the device and contact parent to pick it up.	Rules
Possession of Medication Student possession of medication that is prescribed or non-prescribed that is on the student's person and has not been given to the nurse for proper dispensing. Student shows no evidence of distribution or intent to distribute.	Refer to Level 3 Response Considerations Contact parents and arrange for pick up.	3600 Violation/School Rules
Possession of Look alike Weapons: Possessing a lookalike weapon, the object must closely resemble a real weapon in size and shape even when examined up close. Weapon is visible or known, but is not used in a threatening manner.	Refer to Level 3 Response Considerations Item(s) may be confiscated and returned to the parent. More consequences may be issued based on the situation.	3600 Violation/School Rules
Assault, No Injury Attempting to cause injury to another person; intentionally placing another person in reasonable apprehension of imminent personal injury. An assault is violence by one party in which the other individual does not initiate contact or retaliation and that is unprovoked.	Refer to Level 3 Response Considerations Notification of law enforcement	1300 Battery
Bullying/Harassment Any ongoing and continued behaviors that have been outlined and addressed through a conflict resolution model where hostile or offensive verbal, written, graphic, demonstrative, or physical act that has the purpose of exerting domination over another student or staff member through the act of intimidating, frightening, oppressing, or adversely controlling the student or staff member, and that is disruptive of the educational process or any ongoing pattern of physical, verbal, written, graphic, demonstrative or electronic abuse, on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a designee, or at school-sponsored activities or school-sponsored athletic events. This may include, but is not limited to, verbal, graphic, written or electronic activities such as name-calling, taunting, blackmailing, inciting to fight, terrorizing, or physical or demonstrative activities such as poking, blocking or impeding, following, hair pulling, mock hitting motions, bumping, tripping, and damaging clothing.	Refer to Level 3 Response Considerations KPS Bullying and Harassment steps will be followed, as appropriate	<u>Harassment codes:</u> 1920 Disability 1930 Gender/Sexual Orientation 1800 General (non-sexual) 1910 Racial 1940 Religious 1900 Sexual <i>*Bullying is defined as any 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.</i>
Damage to Property Willfully or recklessly causing or attempting to cause damage to student, teacher or school property.	Refer to Level 3 Response Considerations	3500 Vandalism

Disruption in the ISS room Student who is currently placed in the ISS room and continues to display disrespectful, disruptive or non-compliant behavior.	Refer to Level 3 Response Considerations	1500 Disorderly Conduct
Possession of Alcohol, or Prescription Drugs without use Bringing prescription drugs to school that do not belong to the student, but without taking them or making any known effort to distribute. This also includes finding alcohol or drugs in a student vehicle that were not brought into the school building, were not used or distributed and were found while administration was conducting an unrelated search.	Minimum of OSS	1000 - Alcohol 1600 - Drugs
Exposure to Bodily or Dangerous Fluids Intentional spitting, throwing, wiping, biting, or otherwise dispersing bodily fluids on or to another student or staff member thereby jeopardizing their safety, or exposing others to dangerous substances including pepper spray or other chemicals.	Refer to Level 3 Response Considerations Notification of law enforcement Minimum of long-term suspension	3600 Violation/School Rule
False Alarm/Tampering with Safety and Security Systems Tampering with school entrances/exits or emergency warning systems that creates a false alarm signal and triggers an emergency response or causes damage or the intent to cause damage to cameras, fire alarms, locks, door sensors or other safety and security systems within the school.	Refer to Level 3 Response Considerations Notification of law enforcement	3500 Vandalism
False Allegations Against Staff Any knowingly or recklessly false allegation against a staff member, written, spoken or otherwise communicated which is harmful to the reputation of the staff member, or which may impede the ability of the staff member to perform assigned duties.	Refer to Level 3 Response Considerations	3200 Threat/Intimidation
Fighting that Causes Substantial Harm: Physical attack of one student on another that is not mutual and results in substantial physical harm of one student to another. Planned attack or one which was orchestrated by the student. And/or fighting that involves a large number of students.	Refer to Level 3 Response Considerations Notification of law enforcement Minimum of long-term suspension	1700 Fighting
Repeated Fighting: Student who engages in multiple physical or aggressive attacks with the same or different students.	Refer to Level 3 Response Considerations Notification of law enforcement Minimum of long-term suspension	1700 Fighting
Harassment Any physical, verbal, graphic, electronic, or written material or behavior, which may be related, but not limited to a person's disability, gender, race, color, national origin, gender identity, sexual orientation, age, religion, or marital status which has the effect of creating an intimidating, hostile, or offensive school environment. Repeated or of an egregious nature.	Refer to Level 3 Response Considerations Notification of law enforcement	<u>Harassment codes:</u> 1920 Disability 1930 Gender/Sexual Orientation 1800 General (non-sexual) 1910 Racial 1940 Religious 1900 Sexual
Possession of Obscene or Pornographic Literature, Materials, or Electronic Images The possessing, taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs that causes a substantial disruption to the learning environment and/or were captured at school or were dispersed to other students in the school environment.	Refer to Level 3 Response Considerations and Acceptable Use Agreement (AUA) Notification of Law Enforcement Item(s) will be confiscated and returned to the parent.	2400 Obscene Behavior

Possession of Look alike Weapons Possessing a lookalike weapon, the object must closely resemble a real weapon in size and shape even when examined up close. Weapon is used in a threatening manner or used to provoke or intimidate others or in a manner that causes concern of others.	Refer to Level 3 Response Considerations Item(s) will be confiscated and returned to the parent. Minimum of OSS. Notification of law enforcement	3797 - Other object
Profanity Directed Towards Staff Students who use significant profanity that is directed at staff members.	Refer to Level 3 Response Considerations	1500 Disorderly Conduct
Public Indecency Behaviors described in Nebraska Statute 28-806 Behavior resulting in public indecency. "Public indecency" shall mean performing, procuring, or assisting any other person to perform, in a public place and where the conduct may reasonably be expected to be publicly viewed: (1) An act of sexual penetration; (2) An exposure of the genitals, female breasts or buttocks of the body done with intent to affront or alarm any person; or (3) A lewd fondling or caressing of the body of another person of the same or opposite sex.	Refer to Level 3 Response Considerations Notification of law enforcement	2400 Obscene Behavior 2900
Sexual Assault Any sexual assault or attempt to sexually assault any person. Sexual assault shall mean sexual assault in the first or second degree as defined in Neb. Rev. Stat. §§28-319 and 320 or sexual assault of a child in the first, second or third degree as defined in Neb. Rev. Stat. §§28-319.01 and 320.01. Neb. Rev. Stat. §79-267(9).	Refer to Level 3 Response Considerations Notification of law enforcement Contact Director	2800 Sexual Battery
Sexual Contact The intentional touching of another person's sexual or intimate parts or the intentional touching of another person's clothing covering the immediate area of the other person's sexual or intimate parts, without the consent of the other person. Sexual contact also includes the non-consensual touching by the other person of the actor's sexual or intimate parts or the clothing covering the immediate area of the actor's sexual or intimate parts when such touching is intentionally caused by the actor. The sexual contact must be such that it can be reasonably construed as being for the purpose of sexual arousal or gratification of either party. Neb. Rev. Stat. §§28-318 and 320.	Refer to Level 3 Response Considerations Notification of law enforcement Contact Director	2800 Sexual Battery
Sexual Harassment Unwanted or unwelcome activity of a sexual nature which materially interferes with or substantially disrupts the educational process. This may include, but is not limited to, unwanted touching, pinching, patting, verbal comments of a sexual nature, sexual name-calling, pressure to engage in sexual activity, repeated propositions, written messages, notes, cartoons or graffiti of a sexual nature, and unwanted body contact.	Refer to Level 3 Response Considerations Notification of law enforcement Contact Director	<u>Harassment codes:</u> 1920 Disability 1930 Gender/Sexual Orientation 1800 General (non-sexual) 1910 Racial 1940 Religious 1900 Sexual
Threat—Level 3: Threatening to kill or injure another person or threatening to damage property with potential for personal injury, without possessing a weapon or other object that could kill or injure the threatened or intimidated person, and the student describes how it will be done, including any threats that concern dangerous chemical substances, biochemical attacks, or bioterrorism.	Refer to Level 3 Response Considerations Notification of law enforcement	3200 Threat/Intimidation
Threatening With An Object:	Refer to Level 3 Response	3740 Other

Threatening with an object which looks like a weapon or an object that could be used to injure someone. To qualify as a lookalike weapon, the object must closely resemble a real weapon in size, shape and color even when examined up close. No injury or contact between individuals is made, and threats are verbal or written in nature.	Considerations Notification of law enforcement	object used as a weapon
Theft: Stealing, attempting to steal property, being in possession of stolen property, or repeated theft of property. This will include school property lent to a student that is not returned upon demand by an authorized staff member and for which there is no reasonable justification for the failure to return the property. This also includes thefts from KHS food service outlets. Neb. Rev. Stat. §79-267(2).	Refer to Level 3 Response Considerations Notification of law enforcement	3100 Theft
Threats or Intimidation Use of violence, force, coercion, threat, and intimidation or similar conduct in a manner that constitutes substantial interference with school purposes.	Refer to Level 3 Response Considerations Notification of law enforcement	3200 Threat/Intimidation
Under the Influence of a Controlled Substance: Coming to school or a school activity under the influence of a controlled substance, recreational drug or alcohol.	Refer to Level 3 Response Considerations Notification of law enforcement	1000 - Alcohol 1600 - Drugs
Unlawful Activity: Engaging in any activity forbidden by state or federal law and not otherwise specifically included in this CODE which creates potential danger in the school environment or interference with school purposes.	Refer to Level 3 Response Considerations Notification of law enforcement	3600 Violation/School Rule
Verbal or Written Abuse of Staff, Threatening: Abusive communication directed at staff which includes words or actions that threaten the individual's safety and security.	Refer to Level 3 Response Considerations Notification of law enforcement	<u>Harassment codes:</u> 1920 Disability 1930 Gender/Sexual Orientation 1800 General (non-sexual) 1910 Racial 1940 Religious 1900 Sexual
Assault on School Personnel Violence, aggression or physical contact with or directed at school personnel which causes physical harm or creates an unsafe environment in which they feel significantly threatened due to mannerisms, actions, or the physical presence of the student. Examples include but are not limited to throwing items, punching, posturing, blocking an entrance or exit, swinging at a staff and not making contact, etc.	Refer to Level 3 Response Considerations Notification of law enforcement	1300 Battery
Weapon (other than firearm and not being used) Possessing any object or material that is ordinarily and/or generally considered to be a weapon that could be used to injure a person. The weapon is not being held or used by the student and is not threatening but is in the student's possession. This could include but is not limited to having a pocket knife in their bookbag.	Refer to Level 4 Response Considerations Notification of law enforcement Contact Director	3723 - Knife 3721 - Knife 3797 - Explosive Device

Level 4

Level 4 violations have the potential to significantly impact the safety of the school environment. These violations may result in the long term removal of a

	student from the school environment due to the severity of the behavior. Such violations may result in long term suspension up to expulsion from school
Who: These situations will be referred immediately to a member of the Administrative Team and handled swiftly and in collaboration with the entire team and District Office personnel. This list of Interventions is not intended to be exhaustive, nor will every school have access to each intervention listed. School staff will seek to implement the intervention(s) that seem to most effectively support positive behavior for the specific student under the specific circumstances.	Level 4 Responses • Long-Term Suspension, Reassignment, or Expulsion Long-term suspension may be applied when it is feasible to reintegrate the student back into the school environment. Changes in schedules or placements may be applied when chronic misbehaviors are present and school staff have documented efforts to intervene and support acceptable behavior. Expulsion may be applied when the student's presence at school is deemed too dangerous or disruptive for staff to maintain a safe and positive climate. Level 4 Reentry Interventions Upon return to a traditional school setting after a reassignment or expulsion, the school staff will establish a plan of support for the student's ongoing success at school that may include the following: • Interventions from all previous levels • School reentry plan • Alternative educational placement/setting • Communication with law enforcement, probation or other agencies

Level 4 Violations	Responses	Behavior Code
Arson Intentionally setting or attempting to set a fire on or in school property.	Refer to Level 4 Response Considerations Notification of law enforcement Contact Director	1100 Arson
Assault with Injury (Intentional) Assault of another person where the student has knowingly and intentionally used force to cause personal injury.	Refer to Level 4 Response Considerations Notification of law enforcement Contact Director	1300 Battery
Possession of Drugs, alcohol, prescription medication or other illegal substances: Possession of prescribed medications is prohibited. Students may possess non-prescribed medications, but they may not possess prescribed medications except in transport to and from school. Prescribed medications must be turned into the nurse upon arrival at school.	Refer to Level 4 Response Considerations Notification of law enforcement Contact Director	1000 - Alcohol 1600 - Drugs
Firearm Knowing and intentional possession, use or transmission of a firearm as defined in 18 U.S. Code 921 (see firearm definition in Glossary section) as well as unintentionally possessing weapon in student vehicles. This does not include lookalike items.	Refer to Level 4 Response Considerations Notification of law enforcement Contact Director	3713 - Firearm
Threatening With An Object: Threatening with an object which looks like a weapon or an object that could be used to injure someone. To qualify as a lookalike	Refer to Level 4 Response Considerations	3740 - Other object used as a weapon

weapon, the object must closely resemble a real weapon in size, shape and color even when examined up close.	Notification of law enforcement Contact Director	
Under the Influence of a Controlled Substance: Coming to school or a school activity under the influence of a controlled substance, recreational drug, prescription drug unders misuse or alcohol.	Refer to Level 4 Response Considerations Notification of law enforcement Contact Director	1000 - Alcohol 1600 - Drugs
Selling, Distributing, Intent to Distribute, or Attempting to Distribute Drugs, Alcoholic Beverages, or a Controlled/ Imitation Controlled Substance: Distribution or attempted distribution to any other person, of any illegal narcotic drug, controlled substance, look-a-like substance, mood-altering or behavior affecting substance, drug paraphernalia, or alcohol, or of any prescribed medication. OR Receiving any of the above mentioned substances from another student at school.	Refer to Level 4 Response Considerations Notification of law enforcement Contact Director	1000 - Alcohol 1600 - Drugs
Sexual Assault Sexual Assault in the first or second degree as defined in Nebraska Statutes 28-319 and 28-320	Refer to Level 4 Response Considerations Notification of law enforcement Contact Director	2800 Sexual Battery
School Threat (verbal or written) Causing a substantial disruption to the school environment and/or placing students at risk by a threat of violence at school or towards the school in general or specific students and groups of people that threaten the safety of the building. This could including making a false report, or activating an alarm, bomb threats, threats to bring weapons, threats to shoot others, death threats, kill lists and other such threats.	Refer to Level 4 Response Considerations Notification of law enforcement Contact Director	2700 School Threat
Weapon (other than firearm) Possessing, handling, transmitting, using, intimidating with, or threatening with any object or material that is ordinarily and/or generally considered a firearm, explosive, destructive device, or weapon, including, but not limited to, guns, firearms, knives, throwing stars, brass knuckles, chemical substances (including but not limited to mace, pepper guns, and bleach) and any other object that could be used to injure a person.	Refer to Level 4 Response Considerations Notification of law enforcement Contact Director	3723 - Knife 3721 - Knife 3797 - Explosive Device
Repeat Rule Violations	Refer to Level 4 Response Considerations Contact Director	3600 Violation/School Rule



KEARNEY
PUBLIC SCHOOLS
OWN *Your* FUTURE

ELEMENTARY ADDENDUM

2023-2024

ELEMENTARY CURRICULUM

English/Language Arts

This area includes reading, writing, listening, and speaking. Reading focuses on helping students find meaning in written words. A strong beginning in phonemic awareness is important to reading mastery. Rich literature selections draw student interests and create a positive disposition to read. The district focuses on the five elements of reading: phonemic awareness, phonics, fluency, comprehension and vocabulary.

Children learn to read by reading often. Parents who read daily with their children provide strong motivation for successful readers.

Students are taught various genres of writing, including expository, narrative, and informative. Students are also taught writing traits such as organization, ideas, sentence fluency, revision, voice, editing and note taking.

Reading, spelling, and writing instruction are integrated to help students make connections in their literacy learning.

Special reading support is available through Title I programs at qualifying buildings and reading support teachers at other buildings. Special reading approaches are available.

The District shall develop its curriculum to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. In doing so, the District will ensure that all teachers for kindergarten through grade three should be effective reading teachers as evidenced by (a) evaluations based on classroom observations and student improvement on reading assessments or (b) specialized training in reading improvement. Each student and his or her parents or guardians will be informed of the student's reading progress. It is the District's intent that each student in the District be able to read at or above grade level by third grade.

For school year 2019-2020 and each school year thereafter, the District shall administer an approved reading assessment three times during the school year to all students in kindergarten through grade three, except for any student receiving specialized instruction for limited English proficiency who has been receiving such instruction for less than two years, any student receiving special education services for whom such assessment would conflict with the individualized education plan, and any student receiving services under a plan pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 or Title II of the Americans with Disabilities Act, for whom such assessment would conflict with such section 504 or Title II plan. The first administration of such assessment for each such school year shall occur within the first thirty days of the school year.

Any student in kindergarten, grade one, grade two, or grade three shall be identified as having a reading deficiency if such student performs below the threshold level determined pursuant to the Reading Improvement Act. A student who is identified as having a reading deficiency pursuant to the Reading Improvement Act shall remain identified as having a reading deficiency until the student performs at or above the threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act shall prohibit the District from identifying any other student as having a reading deficiency.

The District will provide a supplemental reading intervention program for the purpose of ensuring that students can read at or above grade level at the end of third grade. The District may work collaboratively with a reading specialist at the State Department of Education, with educational service units, with learning communities, or through interlocal agreements to develop and provide such supplemental reading intervention programs.

- (1) Each supplemental reading intervention program shall:
 - (a) Be provided to any student identified as having a reading deficiency;
 - (b) Be implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
 - (c) Make available a summer reading program each summer for any student who has been enrolled in grade one or higher and is identified as continuing to have a reading deficiency at the conclusion of the school year preceding such summer reading program. Such summer reading programs may be held in conjunction with existing summer programs in the school district or in a community reading program not affiliated with the school district or may be offered online.
- (2) The supplemental reading intervention program may also include:
 - (a) Reading intervention techniques that are based on scientific research and best practices; adjust instruction accordingly;
 - (c) Intensive intervention using strategies selected from the following list to match the weaknesses identified in the diagnostic assessment.
 - (i) Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
 - (ii) Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
 - (iii) Daily targeted individual or small- group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;
 - (d) Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent- guided home reading; or

- (e) Access to before-school or after-school supplemental reading intervention with a teacher tutor who has specialized training in reading intervention.

The school of any student who is identified as having a reading deficiency shall notify such student's parents or guardians either in writing or by electronic communication no later than fifteen working days after the identification of the reading deficiency that the student has been identified as having a reading deficiency and that an individual reading improvement plan will be established and shared with the parents or guardians.

Any student who is identified as having a reading deficiency shall receive an individual reading improvement plan no later than thirty days after the identification of such reading deficiency. The reading improvement plan may be created by the teacher, the principal, other pertinent school personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive through the supplemental reading intervention program pursuant to section 24 of this act to remedy such reading deficiency. Each such student shall receive reading intervention services through the supplemental reading intervention program pursuant to section 24 of this act until the student is no longer identified as having a reading deficiency.

Math

This area emphasizes understanding of number sense operations, algebra, geometry, problem solving, and data. Students will be provided opportunities to solve and model math problems, communicate math ideas with others, and make mathematical connections to other topics. Math reasoning is nurtured so that students may become confident in the use of mathematics as well as the technical tools to solve math problems.

Science

This area develops science knowledge, concepts, understanding, and the application of science process skills. Hands-on experiments and technology are used to stimulate students' natural curiosity about the world. Students interact with nature to observe "cause and effect" elements of the environment.

Social Studies & American History

This area develops students' understanding of their physical and social environment. Students gain understanding from their immediate surroundings in the global universe. They learn to become effective citizens in an ever-changing, multicultural world.

Map and globe skills are an integral part of the elementary social studies program.

Nebraska law requires that all social studies courses must include and adequately stress contributions of all ethnic groups to the development and growth of America into a great nation; to art, music, education, medicine, literature, science, politics, and government; and to the war services in all wars of this nation.

All grades of all public and private schools, below the 6th grade, must devote at least 1 hour per week to exercises or teaching periods for the following purpose: the discussion of stories having to do with American history or the deeds and exploits of American heroes; the historical background, memorization, and singing of patriotic songs such as the Star-Spangled Banner and America the Beautiful; the development of respect for the American flag as a symbol of freedom and the sacrifices of those who secured that freedom; and instruction as to proper conduct in the presentation of the American flag.

In at least two of the three grades from the 5th grade to the 8th grade in all public and private schools, time must be set aside for the teaching of American history from the social studies curriculum, which must be taught in such a way that all students are given the opportunity to: become competent, responsible, patriotic, and civil citizens who possess a deep understanding of and respect for the U.S. Constitution and the Constitution of Nebraska; and prepare to preserve, protect, and defend freedom and democracy in our nation and our world.

Appropriate patriotic exercises suitable to the occasion must be held under the direction of the Superintendent in every public and private school on:

- George Washington's birthday
- Abraham Lincoln's birthday
- Dr. Martin Luther King, Jr's birthday
- Native American Heritage Day
- Constitution Day
- Memorial Day
- Veterans' Day
- Thanksgiving Day

...or the day or week preceding or following such a holiday, if the school is in session.

In addition, appropriate exercises may be held on Flag Day and State Fire Day.

Music

Music is formally provided 2-3 times weekly by music specialists. The emphasis is on understanding music, self-expression, and satisfaction/accomplishment through participation in musical experiences. Fifth grade students may elect to participate in orchestra classes taught by an instrumental music specialist. The weekly lesson provides familiarity with an instrument and satisfaction/accomplishment in music production.

Physical Education

Specialists provide 2-3 weekly lessons that emphasize physical fitness, healthy behaviors, motor skill development, recreational and sports skills, and confidence in bodily movement.

Art

Discipline-based art education is supported by art specialists working with elementary teachers. Students discuss art history, art criticism, art aesthetics, and art production. The program encourages self-expression in images, and teaches techniques to develop art concepts. Art instruction is designed to provide students with opportunities to understand and appreciate ideas, connect individual perspectives, create art to generate ideas, and present art ideas to the community.

Media Services

Students utilize the media center to explore literature and develop research skills. Students are shown how to access information using technology skills. Media specialists/librarians support students' learning in the core areas through supplementary materials.

Health

This area is addressed by science and physical education teachers, nurses, and community specialists who present programs to students. Health knowledge, nutrition, attitudes, and behavior are addressed by teachers and school counselors to help students become responsible health-related decision makers, capable of self care.

Drug, alcohol, tobacco-free curriculum

Lessons are provided on the use, misuse, and abuse of drugs, alcohol and tobacco with the intent of teaching good decision-making skills. Students are instructed on issues of illegality, and negative health and social effects of using these products. Resistance skills and positive decision-making are taught by school counselors.

Technology

Students are taught keyboarding skills, Internet usage (with parent permission), and applications using curriculum-based software that supports academic learning. Computers are used for writing production, class presentations, tools for math and science, extra drill on basic concepts, research, and learning assessments.

Social Emotional

Students have the opportunity to learn the tools to excel in and out of the classroom with curriculum focused on student's emotion management, situational awareness, and academic achievement. Classroom teachers provide weekly Second Steps lessons focused on SEL education.

School Counseling

Students participate in classes through a comprehensive school counseling program addressing the academic, career and personal/social development. Topics include Bullying Prevention, Child Protection, Keys to Success, College & Career Readiness and other topics to support student development.

Grade Level Curriculum at-a-glance documents are available for each grade level. Contact your classroom teacher, principals, or visit the KPS curriculum website.



MIDDLE SCHOOL ADDENDUM

2023-2024

Honor Roll

Honor Roll for Kearney Public Middle Schools is calculated for 6th, 7th, and 8th graders each nine-week period (Term). Honor Roll is determined by using Term Grade Point Average (GPA). A student's Term GPA is calculated using all classes graded with letter grades (A through F). Honor roll students will be recognized as follows:

Principal's Honor Roll - Students earning an "A" in EVERY class for the term.

B Honor Roll - Students earning a Grade Point Average of 3.0 and above

Students with a grade of 'D' 'F' or 'Incomplete' will not qualify for Honor Roll. Term Honor Rolls are posted by the office.

The formula for calculating a student's Term Grade Point Average (GPA) uses Grade Points (GP) and Credits (C). Grade Points (GP) are numbers assigned to letter grades.

A+ or A or A-	= 4	Grade Points
B+	= 3.2	Grade Points
B or B-	= 3	Grade Points
C+	= 2.2	Grade Points
C or C-	= 2	Grade Points
D+	= 1.2	Grade Points
D or D-	= 1	Grade Points
F	= 0	Grade Points

Credits (C) are assigned to classes according to whether the class meets every day or every other day. Classes that meet every day are assigned a credit value of 2.5. Classes that meet every other day are assigned a credit value of 1.25

Description of how Term GPA is calculated

For each class separately, the Credit (C) is multiplied by the Grade Point (GP). These numbers are added together. That number is then divided by the total number of Credits (C).

The formula for calculating Term GPA as described above

$$\frac{(C \times GP) + (C \times GP) + (C \times GP) + (C \times GP)}{\text{Total Credits}}$$

Example of Term GPA calculation

English	B+	(2.5 Credits x 3.2 Grade Points)
Math	A-	(2.5 Credits x 4 Grade Points)
Geography	C+	(2.5 Credits x 2.2 Grade Points)
P.E.	B	(1.25 Credits x 3 Grade Points)
Science	A	(2.5 Credits x 4 Grade Points)
Reading	B-	(1.25 Credits x 3 Grade Points)

English	Math	Geography	P.E.	Science	Reading
$\frac{(2.5 \times 3.2) + (2.5 \times 4) + (2.5 \times 2.2) + (1.25 \times 3) + (2.5 \times 4) + (1.25 \times 3)}{(2.5 + 2.5 + 2.5 + 1.25 + 2.5 + 1.25)}$					
Simplifies to					
$\frac{(8) + (10) + (5.5) + (3.75) + (10) + (3.75)}{(12.5)}$					
Simplifies to					
$\frac{41}{12.5}$					
Simplifies to					
Term GPA = 3.280					

Extracurricular Activities Policy

Kearney Middle School extracurricular activities include interscholastic athletic practices and competitions, concerts, performances, and all other school sponsored activities and events. Middle school students participating in extracurricular activities are considered ambassadors for both the school and the community. Only the highest standards of conduct and appearance will be allowed. Misbehavior by students (participants and spectators) at all extracurricular activities will be handled in accordance with regular school policy.

Guidelines for Participation in Non-Athletic Extracurricular Activities

This includes concerts, performances, and all other school sponsored activities and events.

1. Any student who is absent from school, except for a medical or dental appointment, a funeral, or other circumstances approved by the administration, will not be permitted to attend or participate in any extracurricular activity scheduled for that particular day.
2. In order for a student to participate in a scheduled extra-curricular activity, the student must be in attendance by 12:00 p.m. on the day of the event.
3. Any student placed on in-school or out-of-school suspension will not be permitted to attend or participate in any extracurricular activity scheduled for that particular day.

Guidelines for Participation in Interscholastic Athletic Extracurricular Activities

This includes interscholastic athletic practices and competitions. 8th grade students may participate in interscholastic football, volleyball, basketball, wrestling, soccer and track. 7th grade students may participate in interscholastic wrestling and track and soccer. Interscholastic athletic extra-curricular activities emphasize participation, development of athletic skills, knowledge of fundamentals and promotion of good sportsmanship. Kearney Middle Schools are a member of the Great Plains Middle School Athletic Conference along with the following schools: Barr, Walnut and Westridge Middle Schools of Grand Island; Columbus Middle School; and Hastings Middle School.

1. Any student who is absent from school, except for a medical or dental appointment, a funeral, or other circumstances approved by the administration, will not be permitted to attend or participate in any extracurricular activity scheduled for that particular day.
2. In order for a student to participate in a scheduled extra-curricular activity, the student must be in attendance by 12:00 p.m. on the day of the event.
3. Any student placed on in-school or out-of-school suspension will not be permitted to attend or participate in any extracurricular activity scheduled for that particular day.
4. Any student planning to participate in interscholastic athletics must have a physical examination by a physician and a signed parent permission card.
5. All academic work will take precedence over practices.
6. Any student who is late to practice because he or she was working with a teacher after school needs to bring a note from that teacher explaining the reason for being late to practice.
7. Any student with a pattern of being late to practice or absent from practice may have a reduction in playing time during competitions.
8. Any student with a parent or doctor's note excusing him or her from P.E. on a particular day will not be able to participate in the practice or game scheduled for that day.
9. Any student participating in interscholastic athletic extra-curricular activities is expected to maintain the highest academic standards. If a student is not meeting these standards, coaches and/or administration may exempt that student from the activity until those standards are met.
10. Any student participating in interscholastic athletic extra-curricular activities will also be bound by the Code of Conduct Policy as outlined in the Kearney Public Schools Extracurricular Policy. A separate document will be given to each student which includes a parent consent form that must be signed and returned before a student may participate.

11. A student will be assigned a one game suspension for each of the following consequences received during the athletic season in which he or she is participating: two fix-it plans, two office assigned detentions, an in-school suspension, or an out of school suspension.
12. The coaches and/or administration have the final decision in regards to the above guidelines when determining what's appropriate for each student and team.

Extra-Curricular Academic Expectations

Participation in structured extra-curricular activities promotes personal and social development and academic achievement. Positive effects have been proven for students who participate in activities that are highly structured and emphasize skill building under the guidance of adults. Extra-Curricular activities are a privilege that students can choose to participate in, not only to learn fundamentals, but to also be safe, responsible, and respectful students. Kearney Middle Schools encourage a positive academic performance and citizenship from all students. The following is the Extra-Curricular Academic Expectation Policy.

1. A student is considered eligible to compete/participate if they maintain a passing grade of 60% or better in all classes they are currently enrolled in.
2. Eligibility will be determined using the "Fail List" released by the guidance office on Monday mornings. The "Fail List" will be a list of students who are failing 1 or more classes they are currently enrolled in.
3. A student that is placed on the "Fail List" will get 1 "warning week" to bring their grade/grades up to a 60% or better. Students will receive 1 "warning week" per sport season.
4. A student placed on the "Fail List" will be considered ineligible to participate in the next event or contest. In addition, the student will not be allowed to travel with the team/group if on the down list. When a student is not eligible to participate in the next game, the coach will notify the student that he/she is ineligible. It is the responsibility of the student to inform their parents/guardians of their ineligibility.
5. It is the responsibility of the student to communicate with their teachers, coaches and guardians about a plan to get themselves off the "Fail List."
6. If no "Fail List" is released, due to the beginning of the new term, all students will be considered eligible until the first down list is released for that new term.

A student who is declared ineligible to compete is still encouraged to practice and be a part of the team/group, however, if a student wishes to receive help from a teacher/teachers after school, they may do so. Students are expected to practice and must give the coach a pass from the teacher/teachers with whom they were working with. The coaching staff will support any student who wants to stay after school to improve grades and earn back their eligibility.

Summer School/Retention Practices

Summer school will be required for students who receive an **F in 6 or more of the 20 total terms for 6th and 7th grade. Eighth grade students who earn F's in 5 or more of the 16 total terms will be required to attend.** If a student earns an **F in 4 terms in any one core class** (language arts, math, reading, science, and social studies) **or accumulate failing grades in the final term** they will be required to attend summer school. State assessment scores and attendance will also be considered as factors when making final decisions about summer school or retention. Summer school or retention may be possible in other situations as well.

Attendance/Closed Campus

It is the policy of Kearney Middle Schools to have a closed campus. If it is necessary for the student to leave campus for lunch, the student may only leave with his or her own parent/guardian and only for the designated lunch time.

Lockers/Padlocks

Lockers are the property of the school district and are made available to students for storage of books, coats, and other school related items. Student lockers, desks and other such property are owned by the school. **The school exercises exclusive control over school property, and students should not expect privacy regarding items placed in school property, because school property is subject to search at any time by school officials.** Students are responsible for whatever is contained in desks and lockers issued to them by the school. Students must keep locker doors closed and locked at all times.

Designated officials may, according to law and board policy, have access and search student lockers, desks, and other such school-owned property. Designated officials may have access to search student clothing, backpacks, and other such property (including cars in the school parking lot or otherwise on school property) on reasonable suspicion that the law or school rules are being violated. Lockers are not to be used to store any item considered illegal or inappropriate for student use or possession. Such items would include:

open cans or bottles of pop/water	weapons	pornography
tobacco	alcohol	stolen property
drugs	inhalants	contraband

or any other property or material that would materially disrupt the school process. Lockers are assigned by the Home Room teachers. Students may not trade or share lockers with others. Lockers are property of the school district and the principal or assistant principal may request a student to open his/her locker for inspection when reasonable cause would justify such action or the principal or assistant principal may check any student locker without the student being present. Students must remove all writing, stickers, etc. from lockers and locker doors before checking out of school. Failure to do so will result in transcripts being held. Each student is responsible for damage done to his/her assigned locker. Damage to lockers must be repaired and a reasonable fine will be assessed for such damage.

Kearney Public Middle Schools will provide padlocks for all students who participate in athletics and P.E. The student will pay \$5.00 for any lock that is not returned.

Student Appearance/Dress Code

Good personal appearance is conducive to a positive learning atmosphere. It is each student's responsibility to come to school clean and neatly dressed. Appropriate clothing shall be that which does not pose a health problem or safety hazard, does not materially disrupt classroom activities or school activities, properly covers the body, and complies with reasonable standards of decency.

1. Students are not allowed to wear any article of clothing that does not cover undergarments or which allows skin from the buttocks or breasts to be exposed. The student will be given the opportunity to change clothes or to call home to request a change in clothes.
2. Shirts and bottom clothing must touch at the waist. Please see visual indicators of what is considered appropriate. Bare backs or midriffs are not acceptable and suitable clothes should be worn under such shirts. Undergarments are not to show nor should outer clothing be of transparent material which allows undergarment to be visible.
3. Spaghetti strap tops and narrow-strapped tops are not allowed. Straps on tops must be at least 2 inches wide. Please see visual indicators of what is considered appropriate. Open mesh tops, narrow-strapped tops and spaghetti strap tops are only allowed if shirts are worn under them.
4. Clothing usually worn as undergarments or pajamas may not be worn as outer garments. Sports bras, spandex tops and shorts, and boxer shorts will not be permitted as outerwear.

5. Clothing with pictures or printed wording that conflict with board policy or school curriculum will not be permitted. Clothing with printed wording, pictures or designs which advertise or promote alcohol, tobacco, drugs, putdowns, derogatory connotations, profanity, sexual innuendos, gang affiliations, anti-semitism, offensiveness to race, color, religion, or depiction of lewd, vicious, or any other inappropriate or questionable acts are prohibited. If such clothing is in question, students will be asked to turn the article of clothing inside out for the remainder of the day. The clothing items may also be confiscated from the student and a parent will have to pick the items up from the office. Students will be encouraged to not wear the article of clothing at school again.
6. Shoes, boots or sandals must be worn at all times.
7. The school environment shall be free from threats or the harmful influence of any groups which advocate drugs or disruptive behavior. The presence of any apparel, jewelry, accessory, notebook, or manner of grooming which by the nature of its color, arrangement, trademark or any other attribute, denotes membership in such groups will not be permitted. Such group's clothing may vary from school to school and may change from year to year; therefore it is the responsibility of the administration to determine the appropriateness of clothing or accessories.
8. The wearing of caps, hats, coats, or other articles of clothing that are designed to be worn outside will not be permitted to be worn inside during the school day. Exceptions to this rule will be made by the building administrator in case of emergency. Wearing or displaying bandanas, hair nets or colored handkerchiefs are also not permitted at any time in school or on school grounds. Violations will result in hats and bandannas, etc. being confiscated. Students are encouraged to bring a sweatshirt and leave in their locker to wear if they are cold.
9. Sweatshirts with hoods can be worn, but the hood must stay off the head during the school day.
10. Chains must be of jewelry weight and design. Kearney Public Schools will allow billfold chains of approximately 6 inches in length or less. The administration has the final decision as to the appropriate style of chains and all wearing apparel.
11. The wearing of pants, jeans, or shorts worn in a sagging fashion below the waistline is prohibited. Students will be asked to tie up pants and/or tuck in shirts if pants, jeans, or shorts are lower than approved by the administration. Overalls and suspenders are to be worn in the manner intended, over the shoulders and fastened. Belts must be worn entirely around the waist. Wearing excessively long belts hanging from the waistline is prohibited.
12. Articles such as collars, leashes, chains, costumes, wigs, and headbands with costume ears can be considered a distraction to the learning environment or create safety concerns and may not be worn.
13. Common sense and discretion are invaluable when determining what is appropriate or inappropriate. Just because you can buy it at a store does not mean that it is suitable for the school setting. If you question the appropriateness of something, it is probably not appropriate. Please call in advance if you need more information.

Students will be asked to correct inappropriate attire and the administration may provide clothing that is appropriate for the school environment. Clothing that is determined to be inappropriate will be confiscated by the administration and held until a parent/guardian picks it up. Repeated violations will be treated as insubordination. All staff members have the discretion to send students they believe to be in violation of the dress code policy to the office. Principals will have the final authority in determining the appropriateness of student attire.

****Styles continue to change and the administration will make changes accordingly and inform students of these changes.***

Textbooks

Kearney Public Schools will provide textbooks to students at no charge. Students are responsible for all textbooks that are issued to them. Students will be held responsible for all damages to textbooks beyond normal wear. All hardbound texts issued to students should be covered with a paper book cover. A student who loses a

book or damages a book to the extent that it would not be usable will be assessed the cost for replacing the lost or damaged book based upon the following depreciation schedule:

- 1st year of adoption full cost + \$4 shipping
- 2nd year of adoption full cost + \$4 shipping
- 3rd year of adoption full cost minus 10% + \$4 shipping
- 4th subsequent years previous year's cost minus 10% + \$4 shipping

The Director of Curriculum will calculate a depreciation schedule for each new text adoption. All replacement costs will be rounded to the nearest whole dollar and include a shipping charge of \$4. Texts that are returned in a usable condition but have damage will have fines assessed to the student. Teachers and principals are encouraged to use good judgment when issuing fines. Students should be encouraged to remove all minor marks from the texts before returning them to the teacher. The following table should be used as a guideline for assessing textbook fines.

Type of Damage	Light	Moderate	Severe
Damaged Cover	\$3	\$10	\$15
Pen/Pencil Marks	\$1 per page	\$1 per page	Text Replacement
Torn Pages	\$1 per page	\$1 per page	Text Replacement
Folded Pages	\$1 per page	\$1 per page	\$1 per page
Food Stains	\$3	\$10	Text Replacement
Water Damage	\$3	\$10	Text Replacement
Obscenities			Text Replacement
Broken Spine			\$15
Missing Pages			Text Replacement
Barcode Removal		1 - \$5	2 – Text Replacement
Unusable Book			Text Replacement



KEARNEY HIGH SCHOOL ADDENDUM

2023-2024

School Building Access (Entrances/Exits)

Although the physical layout of Kearney High School has numerous entrances, only two (2) will be available for student entry during the school day.

- Doors designated for public and/or student access are monitored by video surveillance.
- The main entrance will require students and visitors to receive clearance from the attendance office prior to entry.
- ALL VISITORS MUST SIGN-IN AT THE ATTENDANCE OFFICE PRIOR TO CONDUCTING THEIR BUSINESS IN THE SCHOOL.
- **Students who are found to be tampering with the exit-only doors for later entrance purposes will be subject to disciplinary consequences.**

Graduation Requirements

A student will be eligible for graduation from Kearney High School after earning **245 credit hours**.

SUBJECT AREA	REQUIRED CREDITS (Class of 2024)	REQUIRED CREDITS (Class of 2025)	REQUIRED CREDITS (Class of 2026)	REQUIRED CREDITS (Class of 2027)
Language Arts	40	40	40	40
Math	30	30	30	30
Science	30	30	30	30
Social Studies	30 (must include Political Science)	30 (must include Political Science)	30 (must include Political Science)	30 (must include Political Science)
Physical Education/Health	10 (Intro to Health & PE)	10 (Intro to Health & PE)	10 (Intro to Health & PE)	10 (Intro to Health & PE)
PE Elective	5	5	5	5
Career & Technical Education	10	10	10	5
Financial Literacy	5	5	5	5
Computer Science				5

Kearney High School provides equal and open access for disadvantaged and handicapped students to regular programs, including specific vocational courses, cooperative education programs. Kearney High utilizes a block schedule for its classes. A class listed as one "term" (9 weeks) is the equivalent of a traditional class one semester in length (18 weeks) worth five credits; two terms in block lasts for 18 weeks and has the same credit status (10 credits) as a full year class in the traditional format. Most classes are one or two terms in length, although some classes may be offered for 3 or 4 terms and are worth the equivalent credit. Students in grades 9-12 must register for at least 100 credit hours during any school year.

If a parent presents documentation to the District of military orders that a military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily, the parent's student.

Requirements and Recommendations

1. Students must register for at least **100** credits during any school year. Any exceptions must be cleared through the Registrar's

office. There is an exception for seniors who are identified as respectful, intentional, supportive and engaged in all aspects of student life as a junior, enrolled in a college course, working an internship, etc.

2. Students should register only for those courses which they fully intend to complete. Schedule changes **must** be made before or during Summer Stampede but before school begins. Schedule changes during the school year may only occur during the schedule change week in December prior to winter break. Any drop after that time will be entered on the student's permanent record as a **withdraw/fail** unless extenuating circumstances exist (i.e. emergency situations, to accommodate failed classes or complete graduation requirements).
3. Counselors will not accept any convenience changes for **any reason**. These would include changing a class to select a specific teacher, the time of day, or to place certain classes in specific blocks or semesters. Those changes cannot be allowed because they create unbalanced section numbers and take up seats from other students.
4. Any student considering graduation at mid-year must arrange a personal interview with the principal, assistant principal, or a school counselor. In addition, a written request from both the student and parents must be submitted indicating the reason. The official form may be obtained in the School Counseling Office. These requests must be made before Thanksgiving vacation.

Academic Dishonesty & Integrity

Kearney High School expects all students to maintain high standards of honesty in their academic endeavors. Academic dishonesty includes but is not limited to cheating on a test or other class work, plagiarism (the appropriation of another's work or the unacknowledged incorporation of another's work) or collusion (the unauthorized collaboration with another person in preparing work). This includes direct plagiarism from the Internet or similar electronic source. Should a student be found guilty of academic dishonesty, the student shall receive a failing grade (0%) on the work in question. If more than one student is involved, the teacher and an administrator will decide the level of involvement of all parties which could result in a lower grade or a possible "0" for all involved. Additionally, any student work that compromises the integrity of the academic content will receive a grade of "0" for all involved and the instructor holds the sole authority regarding whether to allow the student to make up the work.

Extra-Curricular Eligibility

Extra-curricular programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Kearney High School will adhere to the rules and regulations set forth in Title IX guidelines on sex discrimination as well as other pertinent rules and regulations.

Students must be aware of particular guidelines as established by the Nebraska School Activities Association (NSAA) that determine eligibility for participation in varsity athletics and district competition in such areas as speech, debate, and music. The basic eligibility requirements state that a student must be enrolled for a minimum of twenty (20) **academic** credit hours during the semester he/she is competing and must have passed and **have received credit** for twenty (20) hours of **academic** credits the preceding semester. Exempt or home school students from authorized Rule 13 schools must be continuously enrolled in a minimum of 10 credit hours of instruction per semester at the school the student represents in interscholastic competition. Students enrolled in college classes at an accredited institution should be allowed to use those classes in meeting the 20-hour eligibility requirements. Freshman students who are enrolled in high school for the first time are exempt from the "preceding semester" standard in their first semester of high school. The student/athlete must be "regular in attendance in accordance with the school's attendance policy." If these requirements are not met, the student-athlete will be declared **ineligible** to participate in varsity athletic competition or district participation in academic competitions. A student will not be eligible to compete until the following semester (if the deficiencies are corrected). There are other specific requirements that must be met that pertain to eligibility. If a student has questions about this, the student should contact the assistant principal for activities' office. Flyers entitled, "GUARD YOUR ATHLETIC ELIGIBILITY" are posted around the school. In most transfer situations, **including "Option Enrollment"** (if verification of enrollment cannot be completed to the NSAA through KHS Activities prior to **May 1** of the upcoming school year), student-athletes are not eligible for varsity competition for **90 school days** from the date the student began attendance at KHS. The KHS assistant principal for activities and principal will check this eligibility status.

Students must attend at least 50% of their scheduled classes immediately prior to the scheduled event to participate, practice, perform, or compete. Students absent on a Friday must receive permission from the Activities Director and coach/sponsor to compete/perform

in a Saturday event. There may be circumstances where students will miss school due to appointments, etc. If a student must be absent on the day of the contest, please call the Activities Director for clearance. Do not try to interpret the rule yourself. Students are not to be excused from classes for their activity any earlier than determined by their coach/sponsor. Any unexcused absence the day of an event/contest will result in automatic ineligibility for the event/contest scheduled for that day.

Grading Structure

SCALE	GRADE	TRADITIONAL	HONORS	AP (Advanced Placement)
100 – 98	A+	4.2	4.7	5.2
97 – 90	A	4.0	4.5	5.0
89 – 87	B+	3.2	3.7	4.2
86 – 80	B	3.0	3.5	4.0
79 – 77	C+	2.2	2.7	3.2
76 – 70	C	2.0	2.5	3.0
69 – 67	D+	1.2	1.7	2.2
66 – 60	D	1.0	1.5	2.0
59 – 0	F	0.0	0.0	0.0
			H. Advanced Math	AP American History
			H. Algebra II	AP Art History
			H. Biology	AP Biology
			H. English I & II	AP Calculus
				AP Chemistry
				AP Computer Science
				AP Language & Composition
				AP Literature & Composition
				AP Human Geography
				AP Macroeconomics
				AP Music Theory
				AP Spanish
				AP Statistics
				AP Studio Art
				AP World History

Early High School Completion

A student is eligible for early completion after Term One, Term Two or Term Three if the student has completed all Kearney High graduation requirements (Exceptions-see: "Guidelines for Categories of Students Entering Kearney High School"). The student must obtain an "Early Graduation Request Form" from the School Counseling office and the student and parent(s) must sign and return the form 10 school days prior to the start of the term in which he/she wants to graduate. An "early graduate" is eligible to attend any Kearney High functions (e.g. prom, commencement, dances, games, etc.) but is not eligible to compete in interscholastic or co-curricular competition or activities according to NSAA eligibility requirements (see: "Extracurricular Eligibility"). During the term(s) in which the student has opted as "graduation status", the student is considered a non-student at that point for purposes of visiting the school and must report to the office as any visitor is required to do prior to traveling anywhere else in the school building. If the student chooses to attend after-school functions, the participant is required to abide by the same rules and regulations as all other students in attendance.

Extended Learning Opportunities

Kearney High School offers a variety of opportunities for students to expand on their learning by participating in Dual Credit, Early College, Internships, Work Based Learning and online enrichment. Each of these opportunities is customized for the needs of the student and aligned with State expectations. For more information on opportunities available for students. See the details outlined in the [COLLEGE AND CAREER READINESS GUIDEBOOK](#).

Miscellaneous

Reporting Absences

Any time a student is absent from school, it is the responsibility of the parent to call the attendance office (698-8065) to verify the student's absence **within 48 hours**. Failure to excuse a student's absence may result in school consequences and/or loss of school privileges. The Kearney High School Attendance Office will attempt to notify all students' families regarding periods of absence via telephone and email two times a day (12:00pm and 4:00pm). **Families wishing to avoid any inconvenience by the school's automated notification system or a call to a place of business should call the Attendance Office (698-8065) by 8:00 am to report the student's absence.** The Attendance Office prefers to speak to the parents of students directly but will accept written notes (hard copy or electronic) excusing the student's absence.

Late Work / Make-Up Work

If a student has missed any type of schoolwork, the course assignments **MUST** be made up. All missing homework and assessments must be completed by October 6th, 2023 (Term 1), December 15th, 2023(Term 2), March 1st, 2024 (Term 3), and May 10th, 2024 (Term 4). Missing homework and assessments will be entered into Infinite Campus as an M (counts as a 0%). This will indicate to you and your parents and guardians that homework or an assessment is missing and must be completed by the dates listed above. This (M) in Infinite Campus serves as your reminder that the work is missing and must be completed. Missing work turned in prior to the dates above may be scored no lower than a 59.9% if the work is proficient. If the missing work (M) submitted prior to the dates listed above is not satisfactory, you will earn a score reflective of what is submitted. No missing work will be accepted after the dates listed above and your grade will be a 0% for all M's in Infinite Campus. For students who miss school unexcused, work will be accepted at the teacher's discretion.

Absence Limits

Pursuant to Nebraska law [see "The Law: Compulsory Education and Truancy" above], Kearney High School has established limits on the number of absences a student may accumulate throughout a grading term. These excessive absence limits are enforced on a "per-class", "per-grading term" basis. The excessive absence limits are as follows:

1 Term (9 Weeks)	6 per term
2 Terms (18 weeks)	6 per term
3 Terms (27 weeks)	6 per term
4 Terms (36 weeks)	6 per term

These days should be thought of as a bank of days to be used for illness, family emergencies, religious retreats, holidays, and family

trips. **Excused absences—including medical absences--and not excused absences** contribute to a student's excessive absence count.

The principal shall have the discretion to deny approval for any of the foregoing reasons, depending on the circumstances, such as a student's number of other absences, the student's academic status, the tests or other projects which may be missed and, in the case of a family trip, whether the trip could be taken during non-school time, as well as the educational nature of the trip.

Excessive /Unexcused Absences Procedure and Notification

- All students who are not excused from a class period will receive an automated phone call and email at 1 pm and 4 pm on a daily basis.
- Parents will have 48 hours to excuse the absence by making a phone call to the school and providing supporting documentation to verify the unexcused absence. **After 48 hours, the absence will remain not excused.**
- Teachers are expected to visit with the students after the THIRD unexcused absence.
- Teachers will be responsible for contacting parents after the student accumulates FOUR unexcused absences. For students who exceed four (4) unexcused absences, a letter will be sent to parents/guardians notifying them that their child's name may be turned over to the county attorney for truancy and that they are close to being placed into No Credit Status.

Excessive Absenteeism

Students who accumulate five (5) absences in a quarter which are Excused/Unexcused "Not School Excused" shall be deemed to have "excessive absences." Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

- When a student continues thereafter to have absences which are Excused/Unexcused "Not School Excused" and the absences are of concern due to the effect of the absences on the student's academics, the student's attendance history, the time of the school year, the reasons for the absences, or other circumstances, one or more meetings will be held between the school (a school attendance officer, a school administrator or his or her designee, and/or a social worker), the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:
 - (a) The physical, mental, or behavioral health of the child;
 - (b) Educational counseling;
 - (c) Educational evaluation;
 - (d) Referral to community agencies for economic services;
 - (e) Family or individual counseling; and
 - (f) Assisting the family in working with other community services.

If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of refusal in the child's attendance records.

Kearney High School will mail letters home to parents when a student has reached FOUR unexcused absences in a term in a specific class. The letter will notify the parents that their child is at risk of failing and will outline the process of what will happen if the student continues down the path of non-attendance. Additionally, teachers must call home and explain our no-credit process and seek assistance for regular daily attendance. If a SIXTH unexcused absence occurs in that class, teachers will notify administration and the administrator or designee will notify parents of their child being placed in no-credit status. Within seven days, a meeting will be called, possibly involving the student, parent(s)/guardian, counselor/social worker, teacher and administrator to develop a plan going forward. The student and parent(s)/guardian will have an opportunity to explain why they have accumulated 6 or more unexcused absences to school. This applies to every class the student is enrolled in. Failure to comply with this meeting will result in automatic loss of credit at the end of the term.

Tardies

A tardy is a failure by a student to be in the assigned classroom when the tardy bell rings. Tardy students should report directly to class. Teachers will record tardies in the District Student Information System. If students are seen loitering in the school without a pass, they will be escorted to their assigned classroom by school personnel. **Classroom teacher will assign consequences for tardies 1-5, 7-8, 10-11 & 13-14. Tardies at intervals of three (6, 9, 12 and 15) to school or to any class equates to an office referral and the student will be assigned administrative detention(s).**

Number of Tardies and Consequences

- Tardies 1-5, 7-8, 10-11 & 13-14: Phone call home from teacher and teacher assigned detention before or after school.
- 6th Tardy: Referral to office, possible phone call home and administrative detention assigned.
- 9th Tardy: Referral to office, possible phone call home and two (2) administrative detentions assigned.
- 12th Tardy: Referral to office, possible phone call home, student in-school suspended one day. (Repeated Violations)
- 15th Tardy: Referral to office, possible phone call home, student in-school suspended two days. (Repeated Violations)

Closed Campus

A school policy, based on the new school's location and transition into four 30-minute lunch periods during Block 3, was established that closes lunch for all students, no matter the grade. If a parent wants to take his/her child out to lunch, the parent must come to the school, physically sign out the child, return within the 30-minute time constraint and physically sign the child back in. If not, the student will be counted as unexcused.

Food/Drink Consumption Rules

Food and drink purchased in the cafeteria must be consumed in that area, not in the academic wings and/or classrooms. Water is the only allowable drink that may be consumed outside the cafeteria but only with a classroom teacher's permission. No food or drink can be brought into the school due to federal guidelines unless rare permission has been given by a teacher for a class celebration. Students who do not follow these rules will be expected to dispose of their food or drink or go outside the building to finish. **If permission is granted to bring food/drink into the building, due to health and safety reasons, only store-purchased goods in a sealed container will be allowed. Home-baked items are prohibited.**

DRIVING & PARKING REGULATIONS/RESPONSIBILITIES

All motorized vehicles driven by students must be parked in one of the following parking lots: (1) The "west parking lot" located to the west of the building, which is the primary student parking area and near the students' primary entrance or (2) the parking lot east of the main entrance. (3) South parking lot has reserved slots that cannot be used by students. However, if not designated, those are open to students. The parking lot north of the school is reserved for staff members and substitutes. Students should park in only designated parking stalls (between yellow lines). Parking in any other locations will make students liable for parking tickets. **Once you enter the school parking lots, you are to park your vehicle with an authorized KHS Parking Permit. Parking permits can be purchased in the Main Administrative Office for \$10.00.** Reckless driving, speeding, driving over non-road surfaces, illegal turns, drag racing, burnouts, or failure to observe parking regulations will result in disciplinary consequences which may include the loss of the privilege of parking and driving on campus. **Do not park in a "visitor" spot in the east lot! You are not a visitor.**

Students should be dropped off or picked up on Bearcat Boulevard. The outside lane is for cars waiting to pick students up while the inside lane is for passing/leaving. **Cars ARE NOT ALLOWED to be parked on Bearcat Boulevard without a driver in the vehicle.** Loitering and/or cruising in any lot during the school day or normal drop-off or pickup times is strictly prohibited. **Excessive radio or stereo noise from vehicles is prohibited!** This distracts other drivers and may be dangerous.

Anytime a student's automobile is involved in an accident with another vehicle, pedestrian, or school property, those involved should report the incident to the School Resource Officer (SRO) no matter how minor. The office will help you contact the proper authorities and/or your parents.

Cars illegally parked may be ticketed, booted, or towed. This may occur when a student parks in reserved parking lots, parks in a handicap area (indicated by blue paint: city regulations now allow law enforcement officers to also write a ticket), is double parked, parks in fire lanes (indicated by red paint), on the grass, parks in any prohibited areas as designated by yellow hash lines, or has excessive unpaid tickets. Payment for tickets issued during any one term is due by the end of that term. **If a ticket is issued for any reason, the fine is \$20 per ticket. If a fine total reaches \$100, the student's vehicle may be booted. The boot will remain on the vehicle until the fine is paid or a payment plan is established through the principal's office. Booting may also occur for flagrant violations of driving and parking regulations.** Accumulation of excessive unpaid fines may result in the student's automobile being "booted." The boot will be removed by a school official once all tickets are paid in the main office or payment plan is established. If tickets, which resulted in booting, are not paid within 24 hours of notification, the student's automobile may be towed. **If a student attempts to drive his/her vehicle with the boot on the vehicle or attempts to remove the boot, the student is responsible for damage to the automobile and/or damage to the boot.**

Note: The speed limit on campus is 15 mph. **Safe driving on campus is the number one issue when it comes to driving and parking at Kearney High School.** Surveillance cameras are utilized in the parking lots at KHS. Although parking slots have increased in number, a parking permit does not guarantee a parking spot on campus. Students are reminded to arrive at school early in order to secure a parking spot. If parking is not available in a student's "favorite" area, students need to move to a different lot (i.e. west to east).

Appealing a Ticket

Students have 24 hours to appeal a ticket to the Main Administrative Office unless they have received a ticket when the following day is not a scheduled day of school. Due to the fact that students may drive several vehicles to school but fail to register all, it is important that fines get paid immediately to avoid multiple tickets. If you have any questions regarding a parking fine, please contact the KHS Main Office at 698-8060.

School Permits (LB269)

A school permit holder may travel to and from where he/she attends school, or property used by the school he or she attends for purposes of school events or functions, over the most direct and accessible route by the nearest highway from his/her place of residence, to transport the person or any family member who resides with the person to attend duly scheduled courses of instruction and extra-curricular or school-related activities at the school he/she attends or on property used by the school he/she attends.



HANNY ARRAM ADDENDUM 2023-2024

Who We Are

At the Hanny Arram Center for Success, we personalize learning for all students, enabling them to learn, create and graduate! Our curriculum supports each student's goals, needs, and learning style with ongoing support from teachers and staff. The Hanny Arram Center for Success differs from other schools because we are all about business.

We offer

- Personalized support while earning required credits
- Small class sizes
- High expectations with the potential for a high degree of success
- A safe and nurturing environment
- A faculty with many years of experience.

Our Mission

- Our mission is to ensure all students learn to their potential to succeed.

Our Vision

- Student and staff behavior will always support high levels of learning.
- We will provide a continuum of support so all students can excel.
- Engaging and authentic learning opportunities will support high academic student achievement.
- We will maintain a high level of trust between all stakeholders.

Our Purpose

- We aim to meet our students where they are and prepare them to be productive, responsible people in a safe, caring, supportive learning environment.

Our Philosophy

- While at the Hanny Arram Center for Success, take care of the business. Do not let outside issues, drama, or conflicts get in the way of completing credits leading toward advancement or graduation.
- Focus on those things that are in your control.
- Refrain from being distracted by something you can not control now.

General Information

School Calendar

The Hanny Arram Center for Success will follow the KPS school calendar. Conferences will be held twice a year, once each semester, and students will receive the corresponding days off. The school calendar can be found on the kearneypublicschools.com website. Or on the following link [KPS online calendar](#)

Bell Schedule

Each program will have a slightly different bell schedule based on the student's needs and curriculum. Below are the start and stop times for each program. Students will be at school on time. The building will open 10 minutes before the beginning of the school day. All students will be picked up at most 10 minutes after the conclusion of their program. Students left on campus or loitering after or before their program starts or ends may have consequences. Repeated violations may result in removal from the program or reassignment.

Program	The student arrives no earlier than	Program start time	Program end time	Student pick up no later than
Non-Traditional	7:50	8:00	2:00 or 2:30	3:00 pm
Non-Traditional <i>(Students assigned to Continued Support)</i>	7:50	8:00	3:00	3:15
Half Day I	8:05	8:15	11:15	11:25
Half Day II	12:05	12:15	3:15	3:25
EOC AM	8:50	9:00	12:00	12:10
EOC PM	12:50	1:00	4:00	4:10

Open Door	<i>*As scheduled with the instructor</i>			

Tuesday Night Open Door	4:45 pm	5:00 pm Door will lock at 5:15 pm	8:00 pm	8:10 pm

Grades 6-10 Bell Schedule

Homeroom	8:00-8:15 am
Period 1	8:15-9:00 am
Period 2	9:00-9:45 am
Period 3	9:45-10:30 am
Period 4	10:30-11:15 am
Period 5	11:15-12:00 pm
Lunch	12:00-12:30 pm
Period 6	12:30-1:15 pm
Period 7	1:15-2:00 pm
Continued Support	2:00-3:00 pm

Respecting School Property

The Kearney community has provided a fantastic situation with a unique facility and some of the best equipment available to enhance the educational experience and opportunities. We ask you to share in the community pride by taking care of your books, classroom equipment, and furniture and keeping the school ground clean of litter. In addition, students will be held financially responsible for any damage to school property caused by their reckless, careless, or negligent behavior. Ours is a school to be proud of, and with proper care, it can continue to serve for many years.

Lunch Periods

Lunch is at the designated time according to the bell schedule.

Students can eat the meals provided at the Hanny Arram Center for Success or bring their lunch home. Refrigerators are provided for sack lunch storage. Outside food is prohibited (i.e., Jimmy Johns, pizza delivery, or Doordash).

Students in the partial-day programs can take grab-and-go items as they leave the Hanny Arram Center.

All students must complete the appropriate documentation and have an account with Bearcat Diner.

Closed Campus

The Hanny Arram Center for Success is a closed campus. Students cannot leave during the day and return without parent and administrator permission. Consequences for students leaving campus during lunch:

- 1st Offense- Verbal Warning
- 2nd Offense- Verbal Warning/ Parent Phone-Call
- 3rd Offense- Lunch Detention / Parent Phone-Call
- 4th Offense- Day of ISS / Parent Phone-Call
- 5th Offense- Day of OSS / Parent Meeting
- Continued Issue- OSS and Possible Reassignment

Emergency Procedures

The Hanny Arram Center will follow all district and state policies in responding to emergencies. The Hanny Arram Center will conduct fire, evacuation, and tornado drills per state and district guidelines.

Daily Entrance Process

Everyone who is a non-Hanny Arram Center for Success staff member will need to enter the Hanny Arram Center for Success through the main entrance on the south side of the building. This is door 1. All must follow the entrance process each time they enter the building. Hanny Arram Center for Success students will use the security scanner and meet with the welcome team. The team will help the student organize and store their personal belongings. Staff will store all personal belongings in the main office for the day. These items stored include but are not limited to cell phones, watches with alarms, smartwatches, air pods/earbuds, backpacks, hats, and coats with Hanny Arram Center for Success staff on arrival. Students can get their belongings when they leave the building for the day. Devices needed for therapeutic services will be used as listed in an individual student plan and given to the student at the appropriate time.

Students who bring in prohibited items and do not check them in will have the following:

- 1st Warning - The teacher/staff will ask students to turn in their prohibited items. It will be stored and returned at the end of the school day.
- 2nd Incident - The teacher/staff will ask the student to turn their prohibited item in to the teacher for storage, and the parent/guardian will be called.
- 3rd Incident - If a student refuses to give their prohibited item to their teacher/staff, the student will be referred to the administration.

*Consequences for reaching the 3rd Incident

1. Students will meet with the administration and turn their prohibited items in. The student will be assigned to the temporary student services room until the student, parent/guardian, and administration meet.
2. For any further incidents, the student will be reassigned

*Failure to comply with any of the above requests will be considered a violation of the Hanny Arram Center for Success policy, II. A: Willfully disobeying any reasonable written or oral request of a staff member or voicing disrespect to those in authority. Students may be suspended for refusing to comply or turn in their prohibited items.

Parking

Students who drive cars to school are responsible for the following regulations:

- Staff will enforce parking regulations during the school day and any school event that occurs during other times of the day.
- Students are not permitted to be in or about cars during the school day. Do not use your vehicle as a locker. A pass at the office must be obtained if students need to get something from their car. Violators will face disciplinary action.
- Students must park in assigned parking spaces south of the building. No student parking is allowed on the north side of the building. In addition, students are not to park in the street or around neighboring buildings.
- Taking up more than one parking space is prohibited.
- The Hanny Arram Center for Success is not responsible for losses due to theft, vandalism, or accidents.

Visitors

Visits to the Hanny Arram Center for Success by non-Hanny Arram Center for Success students during regular school hours are not permitted.

VISITING SCHOOL: The Board of Education, administration, and Kearney Public Schools staff welcome parents, community members, and others to visit our schools; please make sure you call and let us know you will be coming and check in at the school office:

- All visitors will need to give a last day's notice of their desire to visit school and will need to check with their child's teacher as to the best time to visit.
- Anyone volunteering must complete a background check, sign in, and wear a name badge (including UNK students) in the building.
- Visitors must sign in at the office and wear a visitor identification badge.
- Identification may be required upon arrival at school.
- School visits will be limited to 60-minute periods.
- Visits involving non-school-age visitors will be limited to 30-minute periods in the room/playground, and the non-school-age visitor must be accompanied by an adult who will monitor their behavior.
- School-age visitors will not be allowed during school time hours.
- Visitors wishing to have lunch in the cafeteria must specify such in their notice to visit.
- Parents or designated adults who come to school to pick up or drop off students during school hours must wait in the front office area while school staff calls for the child.
- Items left for students must be dropped off at the office. School staff will deliver the items to the student.

Upon reasonable advanced request, parents can attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless such attendance substantially interferes with legitimate school interests.

Home Buildings

Dances and School Events

- Hanny Arram Center students who would like to participate in a school event or attend a school dance will apply for approval to participate in the event. The principal of the building will review the application and approve it.

Activities and Athletics

- Students can apply/try out for after-school activities and athletics at the school they attended in KPS before coming to the Hanny Arram Center for Success.

Returning to Buildings

- Students will return to their home school under the direction of the Hanny Arram Center for Success transition team. The team will review situations regularly and determine a change in placement only during the semester break (End of 2nd/4th term).

HACS Attendance Policy

We have learned that students who miss even a few days of school each month are at far greater risk of academic failure and dropping out than students who attend regularly. We have set a goal that every student in our school regularly attends (has nine or fewer absences in a school year). Because attendance is so important, please send your child to school daily unless they are contagious or have a fever. Good attendance is missing not more than one day of school a month, whether excused or unexcused. Chronically absent is when you miss 18 school days a year or two days a month. **Chronically absent includes all absences, excused or unexcused, and suspensions.**

Students with good attendance:

- Read better
- Have higher GPAs
- Have a better chance to be on track for high school graduation.

At the Hanny Arram Center for Success, we have a motto of:

“We are dependable, persistent, and attend each day.”

- We have a goal of 95% in-person attendance. The more we are here, the more engaged we are and the more we move forward.
- Our staff will take attendance at the start of every period and record it in Infinite Campus.
- Students can not miss more than two days a term to reach their goal.
- Students can earn privileges and prizes based on positive attendance through the HACS incentive program and weekly perfect attendance raffle program.

At HACS, our ADA goal is 95% for the 2023-24 school year. We will include a chart in this handbook to help you keep track of your student's absences. If your child is at risk of missing too much school, please contact Jason Owens at 308-698-8111 for assistance. HACS is happy to work with you to help your students regularly attend, remove barriers to getting to school, and have more significant opportunities for success.



This chart is a great tool for keeping track of absences at home. If you can make it through the entire school year without completing all of the days, you will be successful in our attempt to avoid chronic absenteeism.

Date:	Date:	Date:	Date:	Date:	Date:	Date:	Date:	Date:	Absence 10+
Absence 1 Reason:	Absence 2 Reason:	Absence 3 Reason:	Absence 4 Reason:	Absence 5 Reason:	Absence 6 Reason:	Absence 7 Reason:	Absence 8 Reason:	Absence 9 Reason:	Note: Your student is at increasing risk for academic difficulties and school failure with each absence beyond this point.

Students who are chronically tardy or taken out of school early fall behind and make their educational experience a stricter task to succeed in.

- Tardiness reduces the instructional time of the student who is late.
- A student's tardiness interrupts the class they are entering, resulting in a loss of instructional quality and time for all students.
- Students who are late to class frequently are noisy in the halls and disturb the surrounding classrooms.
- When students are late to class, it can cause additional paperwork for teachers and the attendance office, which is an unnecessary financial drain on already strained funding.
- Punctuality is a practice valued by businesses and society; students should be trained.

First two tardies:

- The teacher warns the student of the consequences of arriving late to class.

Third tardy and every tardy after that:

- Staff will assign 1 hour of detention by the teacher; the teacher will call the parent, guardian, or adult contact to notify the detention and discuss the tardiness problem.

On-Campus Truancy:

Students are expected to be in class during class time. Leaving the building is not permitted during instructional time or passing periods. The below policy is a guideline - administrator response may vary depending on the situation.

- 1st Offense - Verbal Warning
- 2nd Offense - Verbal Warning/ Parent Phone-Call
- 3rd Offense - Lunch Detention / Parent Phone-Call
- 4th Offense - Day of ISS / Parent Phone-Call
- 5th Offense - Day of OSS / Parent Meeting
- Continued Issue - OSS and Possible Reassignment

ALL HACS Students are considered truant after two or more unexcused absences, early leaves, and or tardies more than 30 minutes

Attendance to knows:

- Parents/guardians will receive a daily call when their student is absent or tardy to school.
- Weekly perfect attendance raffles
- HACS may participate in a home visit to determine a student's whereabouts

Attendance Do's

- Be present
- Be on time
- Call the office and notify HACS staff of any support needed to attend school.

Attendance Don'ts

- Be late
- Be absent, tardy, or leave early for more than two days a term.

Excused Absences

A reminder that Chronic Absences include unexcused and excused absences.

A) Medically excused due to illness

- the clinic providing care must fill out a medical excuse note from their facility. The Hanny Arram Center for Success will accept no other paperwork. Appointments will not qualify as excusable absences. A doctor has to be seen on the date of the excused absence. The clinic providing care must verify that they have excused the absence.

B) The Teen Net representative must approve pregnant or parenting absences.

C) Court appearances - Students are excused for the time spent in court. Twenty minutes is allowed to and from the court. A court letter is required.

D) Parent Excused Absences

- a) Parents may excuse emergency absences (bereavement, unique family situations, etc.) through the principal's approval. Parents should contact the principal immediately as these situations arise. Chronic conditions will be discussed as needed. Absences the principal disapproves of will be considered unexcused.
- b) Parents may excuse no more than three days a year due to minor illnesses (not requiring a doctor's visit). Any absences due to illness will require a medical note after the three days have been exhausted.
- c) Chronically absent students will potentially be reassigned. We have limited seats at the Hanny Arram Center for Success and students who want to attend. We want students who want to be here.

6th-10th-Grade Program

This program is designed to reward scholars for their positive behavior and academic progress in their classes. Each student will have a weekly point card to determine their level for the following week. You will drop to the Bronze level if your point card is lost or destroyed. The following is a list of rooms and opportunities with our level program.

Honors Room - 131

The Honors Room is an environment where students can participate in games, chill time, etc. Level III students are granted access to the Honors Room contingent on making their daily percentage based on their level. They can earn weekly points based on behavior for access to privileges and the Honors Room. The Honors Room is designed to include various highly reinforcing and pleasurable activities and items (Wii, board games, card games, art materials) that motivate the students to exhibit the desired, expected behaviors. This room allows staff to work with students to increase motivation and reinforce appropriate social-emotional skills. If students do not earn Honor's Room based on their Point Sheet, they will complete any work they have not completed in continued support.

Behavior Support - 145

Scholars who do not follow directions after three redirects may be referred to behavior support. Behavior support is an opportunity to own the mistake or infraction made by the scholar. Scholars must then make repairs with the staff member who referred them to behavior support. If a scholar will not make repairs or refuses to take ownership of the mistake/infraction, they will be referred to our PAS room.

PAS (Positive Alternatives to Suspension) Room - 122

The PAS Room is a location where scholars won't access any reinforcing or fun activities. To leave the PAS room, they must perform academic/restorative tasks under adult supervision. The goal is for the PAS room to be where students avoid going. Scholars in the PAS room during Honors Room, Outings, or Innings activities will not have access to these privileges. Tasks/folders are assigned based on Non-Negotiable behavior. Scholars return to the classroom when the tasks are completed, debriefed with staff, and issued a sincere repair for their behavior. The PAS form must be filled out by HACS staff. Scholars who appropriately fill out the PAS curriculum and repair the situation that had them sent to the PAS room may be allowed to return to class. Scholars who do not do the PAS paperwork will remain in the PAS room or be sent home. Out-of-school suspensions may be a result.

Gotcha Good Cards

Students who are "caught" doing the right thing at the right time can earn a gotcha good card to be used in a drawing at the end of the month for prizes.

Chill/Break Room

Students are encouraged to use the chill/break room to maintain emotional regulation and avoid Non-Negotiable behaviors. The student moves to a location in the room designated for this purpose and remains there until he/she is ready to cope with the demands of the learning environment or until a designated amount of time has elapsed. The student returns to the assigned learning location and resumes the activity he/she was engaged in before the time away. Students must have permission from their teacher to use the Chill/Break room.

Outings & Innings

As students become more successful in the classroom; they can earn access to outings in the community and enrichment activities at school (innings) to further generalize appropriate behavior in an even less structured and supervised environment. Only students on silver and gold levels can attend Outings and Innings. As students engage in desired behaviors and make good choices, they are increasingly given opportunities to earn more independence, autonomy, and trust. Activities may include but are not limited to on and off-campus events. If a student is in the PAS room, they will lose the privilege of the outing/inning.

Non-Negotiable Behavior

Non-Negotiable Behaviors are behaviors that are not tolerated for any reason. These behaviors result in earning time in the PAS (Positive Alternative to Suspension) or a suspension from school. Non-Negotiable behavior will be noted on the point card, and the scholar will receive a 0 for their points for the day.

- **Physically Unprovoked Aggression:** A student is physically aggressive for no apparent reason. This includes intimidating/threatening/harmful body language, actions, and gestures.
- **Physically Provoked Aggression:** A student is physically aggressive in response to an action from another student. This includes intimidating/threatening/harmful body language, actions, and gestures.
- **Significant Verbal Aggression:** Verbal aggression includes yelling, profanity, name-calling, teasing, and other verbal interactions that may be perceived as aggressive/intimidating/threatening/harmful. The point system will be used to document verbal aggression.
- **Elopement:** A student who leaves the assigned area without permission or is not where they are supposed to be (no matter where the student is).
- **Vandalism or significant damage to property** that cannot be cleaned up or fixed by a student.
- **Pulling the fire alarm.**

- Drugs, tobacco, vape products, or alcohol
- Sexual harassment/misconduct
- Racist comments

Student Earned Privileges



Gold Level (dismissed at 2:00)

- Can listen to music during work time (each teacher must define work time)
 - Not during Edgenuity
- Access to Honors Room or independent study when work is completed
- Option to be a teacher helper/peer tutor
- Option to use a water bottle
- Option to have an alternate lunch location.
- No escorts are needed
- May carry a sketchbook that can be used during free time only
- Maintain level III by earning 90% of the week's points.
- Will move to Level I with any non-negotiable behaviors.



Silver Level (dismissed at 2:30)

- Opportunity to go on walks, go outside, or participate in activities following lunch
- Sketchbooks can only be used during free time - Must be given to the teacher upon entering the room.
- Bathroom and drink at teacher's discretion
- Can leave the room with the hall pass
- Can have free time on Chromebook during breaks
- Assigned seats (may have flexible seating options at teacher discretion)
- Can move to Gold Level by earning 90% of the week's points.
- Will move to Bronze Level with any non-negotiable behaviors.



Bronze Level (dismissed at 3:00)

- Bathroom and drink only during the first/last 5 minutes (only with an escort)
- Chromebook restricted for the entire class
- Cannot participate in the walk or go outside after lunch
- No sketchbook
- Escorts if a student needs to leave the room
- Assigned seat in the classroom and must remain appropriately seated in assigned seat
- Weekly Parent Meeting (Mr. Owens/Mrs. Nolan/Mrs. Evans)
 - (if remain on level one two weeks in a row, alternate programming may be considered)
- Can move to level II by earning 80% of the week's points.
- Will not move to Silver with any non-negotiable behaviors.

Personal Belongings

Many students at the Hanny Arram Center for Success are here to avoid distractions that were a barrier to them in the past. To have a focused, distraction-free environment, students' personal belongings in the classroom will be limited, helping students focus on their academics, growing, and developing skills for the future.

Checking In Items

When students enter the building, they will check their items into their assigned cubby for the day. Hanny Arram Center Staff will store any items including, but not limited to: coats, cell phones, smart watches, bags, and other items in this space. Items will be safe and secure throughout the day. **Coats will be allowed in the classroom during the fall/winter months at the teacher's discretion.**

Cell Phones

Cell phone use during the school day will not be permitted. Students will store their cell phones in their assigned cubby or leave them at home while attending the Hanny Arram Center for Success. Students at the Hanny Arram Center are here to have a more targeted, focused, and distraction-free environment, which will help achieve that.

Lost and Found

Items found throughout the school building and on the grounds will be turned into the school office. Whenever you lose articles of clothing or books, please stop by the office to see if they have been located and turned in.

Searches and Confiscation

Any student believed to have an item on their person that is not allowed at the Hanny Arram Center will be subject to a search by the administration.

Academics

Students who attend the Hanny Arram Center for Success will be in a program that fits their needs. The curriculum will be tailored and adjusted to meet their level. Thus, some credits may be earned and awarded by the classroom teacher based on the performance of daily work and unit assessments. Other credits will be awarded upon the completion of online coursework.

Students will earn credits towards a high school diploma and receive a transcript from the Hanny Arram Center for Success. These credits will transition to Kearney High School if a student transitions to KHS. These credits will count toward graduation at KHS but may or may not be recognized by the University system.

The Hanny Arram Center Staff will work with students to identify their individual goals and help develop a plan for success.

Homeroom at the Hanny Arram Center for Success

Learning and creating quality work is a top priority at the Hanny Arram Center for Success. Students at the Hanny Arram Center for Success learn to refine and improve their skills and knowledge to become successful learners, producing high-quality work. All students are assigned to a homeroom at the Hanny Arram Center for Success to ensure academic success. Participation in the homeroom program is mandatory. Students will work with teachers to complete assignments/projects or relearn/retest essential objectives, thus improving overall performance in school. We aim for each Hanny Arram Center for Success student to earn credit in every course they are enrolled in throughout the school year. Continued Support classes will meet for 30-60 minutes daily, and students will earn elective credit toward graduation for participating in this academic support opportunity.

Purpose of the Hanny Arram Center for Success Homeroom:

- To provide each student with consistent academic support
- To prepare students for postsecondary education or career development
- To encourage supportive relationships and build self-efficacy
- To provide students with the knowledge and skills to be successful in all academic environments

Non-Traditional 6-8

Description: Students will be identified for these classrooms through district decision-making rules and team discussions. Students should have completed the MTSS Referral process without finding success. The students will work through a teacher-led curriculum and have dedicated time to work with counselors and behavioral specialists on the SEL skills needed to succeed. We will monitor their progress through data collection tools. The focus of this program will be to provide a stable environment and structure to help the student find success. The academic focus will be on skill-building and identifying areas needing more focused improvement. Expectations will be established regarding regular attendance, behavior, and work completion. Students must meet those expectations to remain in the program.

Non-Traditional 9 or 10

Description: Students will be identified for these classrooms through district decision-making rules and team discussions. Students should have completed the MTSS Referral process without finding success. The students placed will work through a teacher-led curriculum and have dedicated time to work with counselors and behavioral specialists on the SEL skills needed to succeed. We will monitor and track their credits so they can graduate successfully and transition back to the building when/if appropriate. The coursework offered will follow a more traditional high school path, although the content will be amended to fit the needs and abilities of the student. Expectations will be established regarding regular attendance, behavior, and work completion. Students must meet those expectations to remain in the program.

Half-Day Programs: (HD I and HD II)

Description: The Half-Day programs are designed to serve students who have attempted other interventions without success. They should be upperclassmen who are capable of working online independently. They will be assigned Edgenuity coursework to meet graduation requirements. They will work in person at the Hanny Arram Center for Success. Schedules will be determined by student credit needs and in conjunction with the teacher. Students who aren't making adequate academic progress may be required to increase their program hours to stay on track.

EOC

Description: EOC will continue to serve students in grades 11-12 who have reached a minimum of 100 credits. It would be helpful if these 100 credits come mostly from core classes. They should have good attendance and hold down or work to find a job. This program should be a stepping stone for students to transition from high school to the workforce successfully.

Expectations will be established regarding regular attendance, behavior, and work completion. Students must meet those expectations to remain in the program.

Temporary Student Support

Description: This program will serve students who may not have a long-term placement in the Hanny Arram Center but whose situation requires an alternative arrangement. This would include situations such as students who have been suspended or expelled, students who have been recently released from a treatment facility, students who are transitioning into KHS, or students who are experiencing a Code Red situation or have been emergency excluded from school. The student's needs and availability will determine schedules. Students will complete work assigned by classroom teachers from their home buildings or Edgenuity curriculum, depending on the circumstance. They will report to the Hanny Arram Center for tutorial services during transition or suspension time.

Open Door Program

Description: Students at severe risk of not graduating. They have potentially aged out of our programs or are not a good fit for EOC or other programs due to lack of attendance, work issues, family obligations, etc.

Tuesday Night School

Description: Students at severe risk of not graduating or missing their graduation cohort may apply for our Tuesday Night Program. Students will work on needed credits at HACS on Tuesday nights from 5:00-8:00 pm.

Graduation Requirements

To earn a Kearney Public Schools Diploma, students must meet the following requirements. These credits meet the state-required courses outlined by the Nebraska Department of Education.

KPS Diploma Requirements		
Subject	Examples of Courses	Credits
English	English Concepts I, II, III, and IV	40
Math	Math Concepts I, II, III	30
Science	Integrated Science I, II, III	30
Social Studies	Citizenship and Global Issues, World History "Concepts, American History Concepts, American Government	30
Health and PE	Health and PE	10
Career Prep and Electives	Career Prep I, II and Workplace Readiness I, II, Personal Finance or other equivalent career tech courses.	15
Electives	Social Skills I, II, III, and IV Community Connections, Modern Issues, Workplace Readiness II or electives of your choice virtual, work credit, or other equivalent elective courses.	45
		200

Student Code of Conduct

- All policies in the [KPS Code of Conduct](#) apply at the Hanny Arram Center for Success. All students will enter HACS through the main entrance. Students will check in their belongings per the HACS personal belonging policy, including but not limited to cell phones, smartwatches, air pods/earbuds, backpacks, hats, and coats, with HACS staff on the student's arrival. Staff will place belongings in storage bags and secure them in individual bins on the storage container. Students can get their belongings when they leave the building for the day.
- No student may bring illegal drugs, alcohol, or weapons on their person or in their car onto HACS property.
- No person on HACS property will be under the influence of drugs or alcohol.
- Appropriate dress is expected and required per the KPS dress code.
- Students should arrive on time, fully prepared for class.
- Disruptive and or disrespectful behavior will not be tolerated. Any student that does not appropriately comply with HACS staff redirection will be sent home for the day. Parents/guardians will be notified and pick up the student within the hour if they are a non-driver. Students will wait for their ride in the office or leave the school property.
- Students who leave the building in anger without permission will not be allowed back that day, parents/guardians will be notified, and the student will be allowed to return the next school day after a meeting with a HACS support team.
- Threats or acts of violence towards staff or students at HACS or any other KPS school will result in the student having a consequence.
- Parking will only be in designated areas at HACS
- No use of substances by smoking/vaping/juuling will be allowed on HACS property.
- Students who violate the Hanny Arram Center for Success Code of Conduct may have a reassignment to a different program in the center at the direction of the principal.
- Students will have no personal visitors other than parents/guardians at HACS. Parents/guardians must communicate with the HACS office before coming on the property. This also includes outside therapists and counselors who use HACS as a meeting place for students and appointments.
- Students unable to stay awake will be sent home. This will be counted as an absence; Hanny Arram Center for Success staff members will contact a parent/guardian to pick up the student within the hour if they are a non-driver.
- Behavior problems of any kind while a substitute teacher is supervising class will result in the offending student being given consequences.
- Academic cheating in any form will not be allowed.

Smoking, Tobacco, and Vaping

Smoking and vaping (by students or adults) are prohibited at the Hanny Arram Center for Success, in the building, or on school grounds. Students should not have any smoking, tobacco, or vaping-related products visible in the building or on campus. This includes any products containing nicotine, CBD, or any other product the administration deemed inappropriate in the Hanny Arram Center for Success.

The use or possession of any device or material related to smoking/vaping will result in consequences:

- Confiscation (parent/guardian will need to pick up)
Edgenuity class completion on dangers of vaping
- In-School Suspension
- Out Of School Suspension
- Possible Reassignment

Drug/Alcohol-Related Offenses

When a student is suspected of being under the influence of drugs or alcohol or in possession of illegal substances, the student may be searched as well as any of their property on this campus (including vehicle searches). The student may be referred to the Kearney Police Department and possibly cited.

Possible Consequences:

- Suspension from school
- Edgenuity class completion about the dangers of drugs/alcohol
- Mandatory Parent/guardian conference before returning
- Other interventions as determined by the administration

Dress Code

Reasonable criteria for determining appearance are based on health, safety, and public decency are conducive to a learning atmosphere. Though not all-inclusive, these are specific examples of the general criteria:

- Extreme dress or hairstyle, which is distractive, will not be permitted.
- Sunglasses, hats, doo-rags, and bandanas are not displayed or visible in the building.
- Any items that promote alcohol, tobacco, illegal substances, gang alliances, or display vulgar language or pictures will not be permitted. Any clothing with slang meaning hurtful or offensive words will not be allowed.
- Bare feet are not permitted.
- All shorts will be worn at mid-thigh.
- Tops should cover midriffs, shoulders, backs, and cleavage. Spaghetti straps are not allowed, nor is see-through clothing.
- Sagging is not permitted.
- Coats will be allowed in the classroom during the fall/winter months at the teacher's discretion.

The Student Handbook is intended to be used by students, parents, and staff to guide the rules, regulations, and general information about the Hanny Arram Center for Success. Each student is responsible for becoming familiar with the handbook and knowing its information. Parents should use this handbook as a resource and assist their children in following the procedures and rules contained in this handbook. Although the information found in this handbook includes detailed and specific information on various topics, the handbook is not intended to be all-encompassing to cover every situation and circumstance that may arise during any school day or school year. This handbook does not create a “contract.” The administration reserves the right to make decisions and rule revisions to implement the educational program and assure all students' well-being. The administration will be responsible for interpreting the rules contained in the handbook. Should a situation or circumstance arise not explicitly covered in this handbook, the administration will decide based on all applicable school district policies and state and federal statutes and regulations.

Secondary Activities Handbook

Students in Activities Handbook

[SPANISH VERSION LINK](#)



2023-2024

The Kearney Public School District does not discriminate on the basis of sex, disability, race, color, religion, age, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and designated youth groups.



Dear Students, Parents and Guardians,

The following are instructions for completing the appropriate forms and signatures. The forms are valid for one school year and are for all activities. Coaches and sponsors may add additional guidelines as deemed necessary. These forms must be completed and turned in to the Activities Director's office BEFORE the student will be allowed to begin participating in a school-sponsored activity/contest.

1. Carefully read all sections of the attached handbook.
2. Complete ALL sections of the forms and sign in all spaces indicated.
3. Be sure to include your policy number on the Statement of Insurance.
4. Detach and return the signature pages to the Activities Director's office.

If you have any questions regarding this handbook or the forms, contact Ryan Hogue, Assistant Principal & Activities Director at Kearney High School at (308) 698-8066 or ryahogue@kearneycats.com.

Let's have a GREAT year at Kearney High. GO BEARCATS!

Sincerely,

RYAN E. HOGUE, CAA - ED. 5

Kearney High School

@ryanhogue24

GUIDELINES, REGULATIONS, AND REQUIREMENTS

Pre-Practice Requirements

Attendance / Classroom Assignments

Insurance

Transportation

Inclement Weather

Activity Tickets

Equipment

Training Room

Concussions: Return to Learn Protocol & Return to Play

Activity Conflicts

Team Selection

Addressing Concerns

Weight Room

KEARNEY PUBLIC SCHOOLS CODE OF CONDUCT POLICY

ALCOHOL AND/OR OTHER DRUG POLICY VIOLATION:

TOBACCO POLICY VIOLATION:

INAPPROPRIATE ACTIONS

ELECTRONIC DEVICES WARNING

DUE PROCESS

NSAA ELIGIBILITY

EARLY GRADUATES

NOTICE OF NON-DISCRIMINATION

NSAA/KEARNEY PUBLIC SCHOOLS PARENTAL CONSENT FORM

GUIDELINES, REGULATIONS, AND REQUIREMENTS

Pre-Practice Requirements

All students must meet the following requirements before they begin practice:

1. Students participating in athletics must have a physical form signed by the physician turned into the Assistant Principal for Activities.
2. Return the Parental Consent, Emergency and Insurance Information to the Assistant Principal for Activities.
3. Athletes must purchase an activity ticket.
4. Follow and complete any other procedures or requirements as directed by the respective head coaches or sponsors.

Attendance / Classroom Assignments

Students will not be allowed to participate unless he/she is in attendance at school the day of a contest or activity. Students must be in attendance for at least 50% of their scheduled classes immediately prior to the scheduled event in order to participate, practice, perform or compete. Students absent on a Friday must receive permission from the Activities Director and coach/sponsor to compete/perform in a Saturday event. There may be circumstances where students will miss school due to appointments, etc. If a student must be absent on the day of a contest, please call the Assistant Principal for Activities for clearance. Do not try to interpret the rule yourself. If the Activities Director determines that a student has an excessive amount of absences and/or tardies, that student may be subject to disciplinary action impacting their eligibility.

Many athletic/activity events take students out of school during the school year. It is the student's responsibility to make certain that all assignments are made up prior to or as soon after the activity as possible.

Insurance

The Kearney Public Schools provides no insurance coverage and is not responsible for any such expenses.

All students participating in extracurricular activities should be covered by medical insurance. It is the responsibility of the parents/guardians to provide adequate insurance to cover any medical expenses that may be incurred while a student is participating in a school-sponsored activity. This insurance may be under a family plan. Student insurance is also available from the school through Student Assurance Services, Inc. Information will be sent out at the beginning of the school year, or can be obtained by calling the Assistant Principal for Activities' office.

Transportation

School transportation will be provided to all contests outside of the city of Kearney. Students are expected to ride to and from contests with the team. Students may drive his/her own car to a contest only with approval by the administration. An athlete may ride home from a contest with a parent/guardian, or an adult designated by the parent/guardian, by a written personal request by the parent to the coach in charge. or the Assistant Principal for Activities prior to the event. Students will not be released to anyone else! Emergency situations may be handled by the coaching staff as they occur. Kearney Public Schools will not be responsible for transportation to practices/contests that are held off-campus in Kearney and is the responsibility of the student, parent/guardian.

Seat belts that are available in a school vehicle are to be worn at all times during transport. This includes the front seat passengers as well as the back seat passengers. Failure to follow this rule will result in disciplinary consequences to staff or students.

Student Managers

An official student manager or Athletic Training Room aide for a Kearney High School sport or activity will generally be selected from a group of students who may not make the team in which they tryout for. There will be occasions where a non-athlete/activity participant is interested in becoming a student manager or ATR aid for a sport or activity. Listed below are the student manager job duties that may be required by the head coach or sponsor. The coaching staff from each sport and activity will determine the number of student managers needed for the season. An application process will then take place if needed per the number of interested candidates. An official interview process with more than one member of the coaching staff will take place. The Head Coach will choose the best overall candidate in relation to the candidate's ability to perform all of the duties and responsibilities listed below as well as the interview score. Attendance and discipline records may also impact the selection process.

Student Manager Job Duties:

- Daily attendance at practices to help with the day to day duties.
- Be able to work independently and handle duties without direct supervision from the coaches or sponsors.
- Cleaning and management of sport/activity equipment as needed.
- Be knowledgeable on the sport and be able to take statistics during practice and games.
- Be able to film practices and also run our HUDL platform software.
- Be able to properly and sufficiently operate our scoreboards on and off site.
 - Some of our scoreboards on-site at KHS are digital boards and run by iPad.
- Travel may be required for all student managers during the season.
- Other related duties as needed.

Overnight Travel Guidelines

The following guidelines should be followed when KPS sponsored teams and activity/CTSO groups are traveling on overnight trips in and out of state:

Prior to Departure:

- Full Bag Search of All Student Bags
- Discuss expectations prior to leaving and how breaking these policies will be handled by the KPS Administration.
- Follow KPS drug, tobacco, alcohol, and behavior guidelines. Students may be sent home at the parent's expense for serious infractions.

While at Hotel:

- Discuss expectations ONCE AGAIN prior to assigning rooms
- Assign Rooms Based on Coaches Discretion on Underclassmen vs. Upperclassmen and Student Responsibility and Positive Leadership
- Periodic Room Checks (Both announced and unannounced) Students and Parents will be alerted via the Activities Handbook but also during group pre-season meetings.
- Detailed itineraries for all parents
 - (where, when, phone #'s, room assignments, etc... shall be provided.)
- Gender Segregation in Hotel Rooms Will be Enforced to the Fullest!
- Individual room assignments might be assigned on a case by case basis. Administration will work with you regarding special requests or overnight scenarios that may come up.
- Set Curfews and Check In Times to Ensure Everyone is Safe and Responsible.
- The district will not pick up extra expenses such as phone calls, movies, etc...

- Sponsors shall do walk-throughs of the rooms upon check out.

Inclement Weather

If school is canceled or dismissed early because of inclement weather, practices and contests generally will not be held as a rule. Occasionally, weather and road conditions clear by early afternoon, and, if it is determined that athletes can travel safely, a practice or contest may be held, only after administrative approval. Information regarding the cancellation or postponement of an event will be announced over the local radio stations and their websites as soon as the information becomes available or can be found at www.kearneycats.com, under the KHS Athletic Schedule link. This link also includes middle school information. In addition, parents can subscribe for alerts on this same site.

Activity Tickets

Students who choose to participate in **NSAA Sponsored Athletics that Kearney High offers** will be required to purchase an activity ticket from the school for **\$60.00**. Also included in this list and required to purchase an activity ticket are **Cheerleaders, Dance Catz, Play Production and Speech participants**. The activity pass will be good for the entire school year and will admit the student to all Kearney High athletic events.

Equipment

The school will furnish equipment and lockers needed for each program, with the exception of shoes and items of a personal nature. All equipment checked out to a participant is their responsibility. All equipment and clothing checked out is the property of Kearney High School. Upon completion of the season, the equipment is to be checked back in. Items not checked back in, or have been damaged are the financial responsibility of the student for replacement. Equipment checked out is to be worn for practices and contests only!

Training Room

Kearney High School has one Head Certified Athletic Trainer who coordinates our sports medicine program. The primary responsibility is the prevention and care of school-related athletic injuries. Injuries resulting from participating in non-school activities should be referred to their personal physician. Some of the areas in which the Athletic Trainer is proficient are:

Emergency procedures	Use of therapeutic modalities
Evaluation of injuries	Nutrition
Treatment of injuries	Protective equipment
Injury rehabilitation	Conditioning techniques
Exercise prescription	Concussions

In the event that an athlete is injured, the athletic trainer or coach will administer emergency first aid if needed. Every effort will be made to contact the parent/guardian as soon as possible following an injury. All injuries should be reported to a coach immediately, who will in turn contact the Athletic Trainer for diagnosis. A decision will then be made as to the next course of action.

Concussions: Return to Learn Protocol & Return to Play

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of Kearney Public Schools adopts the NDE Guidance entitled "Bridging the Gap from Concussion to the Classroom,"[1] and accompanying Appendix,[2] as its return to learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

Return-to-Play. A student who has been removed from a practice or game as a result of being reasonably suspected of having sustained a concussion or brain injury shall not be permitted to participate in any school supervised team athletic activities involving physical exertion, including, but not limited to, practices or games, until the student: (i) has been evaluated by a licensed healthcare professional, (ii) has received written and signed clearance to resume participation in athletic activities from the licensed healthcare professional, and (iii) has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

Return-to-Learn. Any student, parent, or guardian who suspects that the student sustained a concussion must immediately inform the student's coach or building administrator. If a student is suspected of having a concussion, the student may not be permitted to participate or practice in any school-sponsored activity. The District encourages full cooperation and support from both students and parents in each student's Return to Learn protocol.

The coach or administration may require that the student's return to full activities be on a stepwise progression back to full participation, or otherwise establish conditions for return to participation that are more restrictive than those defined by the licensed health care professional if the coach or an administrator reasonably deems such to be appropriate.

The signature of an individual who represents that he or she is a licensed healthcare professional on a written clearance to resume participation that is provided to the school shall be deemed to be conclusive and reliable evidence that the individual who signed the clearance is a licensed healthcare professional. The school is not required to determine or verify the individual's qualifications.

Additional Information regarding Concussions and Athletic Training Services by clicking [here](#) or can be found on the Kearney High School Website. If you have any questions in regards to injuries or this program, feel free to contact the Assistant Principal for Activities or Athletic Trainer at 698-8102.

Activity Conflicts

With students participating in multiple activities, there are bound to be conflicts which arise when two events are scheduled on the same day. While we try to avoid this whenever possible, it still may happen, therefore it is important that the student communicates with all coaches and sponsors involved regarding potential conflicts well in advance. In determining which event takes priority, State, District, and Conference tournaments shall take precedence as to where the student shall compete. When two regularly scheduled events, or non-priority events, take place on the same day, the two sponsors shall attempt to work out an agreement. If no mutual agreement can be reached, the Principal and Activities Director will make the determination. Parents should not interpret this rule and there may be consequences when students choose to not follow the rule with an activity, particularly in activities that have academic grades involved in the participation.

Team Selection

It is the philosophy at Kearney High to retain as many students as possible. In some instances, space restrictions, ability to schedule competition and limitations on the number of team members may require competitive tryouts to be held to determine the team makeup. Students will be given at least (3) practices for evaluation before final selections are made. Coaches/sponsors have the option of conducting these (3) test practices over the course of two or three days. All KPS students academically and in "good standing" according to the administration in grades 9-12 will be allowed one tryout for each seasonal sport or activity. Students wishing to try out after the three-practice evaluation period may be allowed to try out with permission from the head coach/AD.

Following the evaluation, students will be informed of the final selection. The final selection will be made by the Head Coach with input from Assistant Coaches. There are three options available to a student who is not selected for a team:

1. The student may try out for another activity with permission from the new Head Coach/Sponsor.
2. The student could volunteer to remain with the team in another capacity.
3. The student could participate in a recreational, intramural, or community program.

Addressing Concerns

Parents and students may have questions or concerns that may arise during the season. We stress open communication of these concerns, as long as they follow the appropriate channels. Should a question or concern arise, the following steps are to be taken **in this order**:

1. The student should communicate with his/her coach or sponsor.
2. The parent/guardian may call the school to set up an appointment with the coach/sponsor. Please do not attempt to contact the coach before or after a practice or contest as the coach's first priority is to be with the students.
3. Call and set up an appointment with the Assistant Principal for Activities. At this meeting, the appropriate next steps can be determined.

Weight Room

A state of the art weight room is available for student use throughout the year, provided they follow the rules and guidelines established for such use and are properly supervised by a certified staff member. It is the commitment by the Activities Department to encourage all students to participate in a number of activities throughout the school year. This is a major portion of our mission, philosophy and our commitment by our staff to encourage our students at Kearney High to carry on the tradition of the "Multi-Sport/Activity Participant."

KEARNEY PUBLIC SCHOOLS CODE OF CONDUCT POLICY

Athletic/Activity events shall be defined as any activity involving students of the Kearney Public Schools, outside the established academic program, at which public attendance is encouraged, or involves students from other schools. Athletic/Activity events include, but are not limited to, athletics, music, dramatics, forensics, cheerleading, dance team, clubs, etc.

The application of these rules and regulations shall be initiated on the first day of school, or the first day in which practice for, or participation in, any activity is held, whichever is earlier. Those students involved in Athletic/Activity events may be expected to participate in/or attend all practice sessions during the time of suspension and may also be required to attend their scheduled activity. The student will be suspended from activities currently in season, or the next extracurricular activity if not involved in an activity when the violation occurs. Students who decide to participate in an activity that they normally would not have participated in, simply to get their suspension completed, must finish that entire season in good standing. If the student does not finish that season, the suspension will carry over to the next season.

THIS RULE APPLIES TO THE ENTIRE SCHOOL YEAR AND ANY ATHLETIC/ACTIVITY EVENT, WHICH OCCURS PRIOR TO OR AFTER THAT YEAR. CONSEQUENCES SHALL BE CUMULATIVE GRADES 9-12 REGARDLESS OF ATTENDANCE CENTER. VIOLATIONS OF THE ALCOHOL/DRUG POLICY AND INAPPROPRIATE ACTION POLICY ARE CUMULATIVE AND WILL PLACE THE INDIVIDUAL ON THE NEXT STEP. THE POSSESSION OR USE OF ALCOHOL AND DRUGS AT SCHOOL WILL RESULT IN CONTACT WITH LOCAL AUTHORITIES.

Kearney Public Schools reserves the right to suspend extracurricular activities for any student at Kearney High School where administration deems as the appropriate consequence for failure to adhere to all adopted student code of conduct policies.

ALCOHOL AND/OR OTHER DRUG POLICY VIOLATION:

Behavioral expectations and prohibitions apply 365 days a year, 24 hours a day, in and out of the specific extracurricular season, and on or off KPS grounds. Violations will be recorded from the start of the freshmen season through graduation. For example, a student is caught with alcohol twice during their freshman season and again during their junior season. The consequences during the junior season would be reflective of a third offense for alcohol possession/use.

School Board Policy 5103

Students

Extracurricular Activities

The student will inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common sense.

Warning for Participants and Parents –

Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Extracurricular Activity Code of Conduct

Purpose of the Code of Conduct

Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to follow the school code of conduct and the school district's policies, procedures and rules. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

Scope of the Code of Conduct

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities mean student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, FBLA, FCCLA, Spanish Club, Art Club, Student Council, Student Advisory Board, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during a calendar year. The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation in the subsequent school year(s).

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

Grounds for Extracurricular Activity Discipline – See Student Discipline Policy 5101

Drug and Alcohol Violations -

Meaning of Terms -

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

(1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and

(2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon as the student could safely do so.

(Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

Consequences -

Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

Drugs, Alcohol, Tobacco and Vaping/E-Cigarette:-

An activity participant who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: After confirmation of the first violation, the student will lose a minimum of 20% of the current season or the next season that the athlete competes in. The penalty will be immediately assessed to the participant's next competition. If the offense happens prior to a season starting, the athlete may be permitted to try out for the sport but will then serve the suspension at the start of the season. **The student can practice with the team if the school administration permits him/her to practice during the suspension. Practicing during the suspension will be a school decision. The student may not travel with the team during the suspension to competitions.**
2. Second Violation: After confirmation of the second violation, the student will lose a minimum 40% of the current season or the next season that the athlete competes in. The penalty will be immediately assessed to the participant's next competition. If the offense happens prior to a season starting, the athlete may be permitted to try out for the sport but will then serve the suspension at the start of the season. **The student can practice with the team if the school administration permits him/her to practice during the suspension. Practicing during the suspension will be a school decision. The student may not travel with the team during the suspension to competitions.**
3. Third Violation: If a third violation occurs, the participant will be suspended from all practices/competitions for one calendar year. These rules and consequences are in addition to any other school discipline under the Code of Conduct.
4. Fourth Violation: The participant will lose the privilege to participate in extracurricular activities for their remaining time in high school.
When assessing a suspension, only NSAA regular season and playoff games count for athletic suspensions. If a student is suspended, playoff games count towards the suspension. For example, a football player is caught with alcohol after the 9th football game of the season. The football team qualifies for the state playoffs. The student athlete must serve 20%, in this case, 2 games. The student athlete will be suspended for the 10th game and the 1st playoff game.

More Serious Violations: In the event of more serious violations, such as students engaging in the use of especially serious drug offenses (cocaine, meth, etc.) procuring alcohol for minors, bullying/hazing of teammates, or any other serious offense as determined by the administration, the consequence of the violation is not restricted by the foregoing, and consequences will be established at the discretion of the administration.

Steroid Offenses. A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity as determined by district and school administration.

When Suspensions Begin

All suspensions will begin with a timeline determined by the administration. The suspension will be communicated with the participant, the parent(s), and the coaches. After the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the administration. Suspensions in the spring will be carried over to the fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

Letters and Post-Season Honors

A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception to receive honors.

Determining a Violation Has Occurred. A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.

2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.
4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

Procedures for Extracurricular Discipline. The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.
2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
 - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
 - b. The suspension may be imposed prior to the meeting if the meeting cannot reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.
3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.
 - a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
 - b. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
 - c. If a hearing is requested:
 - i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
 - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
 - iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
 - iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

Attendance.

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have “excessive absences” as determined under the school’s attendance policy are ineligible to participate in extracurricular activity contests or performances. Students who have four or more unexcused absences in the semester of participation may be ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests, and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for the half day. A student who is not in attendance the half day is ineligible for the contest, performance, or activity.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

Academic Standards:

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities must show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

1. Be enrolled in at least 20 credit hours in the semester of participation. Homeschool students must be enrolled in no less than 5 credit hours for participation.
2. If a student is failing more than one class they will be ruled ineligible for that week. Courses will be reviewed weekly on Monday morning. A student who is failing more than one class at reporting times will be ineligible to participate in extracurricular activity contests or performances until the next reporting time. Any exceptions for participation will be determined on a case-by-case basis with final determination made by the Principal or the Athletic Director.
3. Academic requirements do not apply to:
 - a. Instructional field trips which are part of the scheduled course learning experience

Eligibility criteria for part-time students is governed by policy 5004, NSAA bylaws, and state law.

Legal Reference: Neb. Rev. Stat. §§ 79-254 to 79-296

Policy adopted: ~~8/14/17~~
revised: 7/10/23

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

CRIMINAL ACTIVITY:

- Any conduct by a student athlete or activity/club participant that results in criminal charges being filed will result in the following:
 - Meeting with the parent, AD, Principal, etc. to determine the severity of the charges.
Consequences can include: Suspension for 20% up to permanent suspension of the season or school year.

INAPPROPRIATE ACTIONS

For purposes of this handbook, the term “dangerous weapon” includes any personal safety or security device (such as a taser, mace, or pepper spray). In the event that a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student’s locker, in the main office, or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

Any conduct by an athlete/participant that reflects adversely on the Kearney Public School system or its Athletics/Activities constitutes grounds for suspension/expulsion from participation in sports or activities. The following conduct shall constitute grounds for disciplinary action when such conduct occurs on school grounds, during an educational function or event off school grounds or at any time while off school grounds during the school year:

1. Willfully disobeying any reasonable written or oral request of a school staff member or the voicing of disrespect to those in authority.
2. The use of violence, force, coercion, threat, intimidation or similar conduct in a manner that constitutes substantial interference with school purposes.
3. Sexual assault or attempting to sexually assault another individual.
4. Willfully causing or attempting to cause substantial damage to private or school property.
5. Willfully causing or attempting to cause physical injury to another individual.
6. Threatening or intimidating any student for the purpose of, or with the intent of obtaining money or anything of value from such student.
7. Possessing, handling or transmitting any object or material that is ordinarily or generally considered a weapon while on school property. (Also subject to district policy)
8. Failure to participate in regularly scheduled classes on the day of an athletic/activity event.
9. Failure to attend all scheduled practices and meetings. If circumstances arise to prevent the participants' attendance, the validity of the reason will be determined by the coach/sponsor. Every reasonable effort should be made to notify the coach or supervisor prior to all missed practices or meetings.
10. The use of language which is profane or abusive to students or staff members.
11. Public indecency as defined in Nebraska statutes, except that this subdivision shall apply to students at least 12 years of age.
12. Bad sportsmanship during practice sessions and contests.
13. Repeated violation of any of the rules adopted by the school district or school.
14. Engaging in any other unlawful activity as determined by the United States or the State of Nebraska.
15. Dressing in a manner wherein such dress is dangerous to the student's health and safety or to the health and safety of others or is destructive or indecent to the extent that it interferes with the learning and teaching process.
16. Violating the behavioral expectations for those students riding Kearney Public School buses.
17. All other reasonable rules or regulations adopted by the coach or supervisor of a co-curricular activity shall be followed provided that participants shall be notified by the coach or supervisor of such rules and regulations by written handouts or posting on bulletin boards prior to the beginning of the season.
18. Failure to comply with any rule established by the Nebraska School Activities Association, including but not limited to, rules related to eligibility.
 1. First Offense- Suspension from the activity until a conference and or interview with administrative personnel, parents and violator has taken place. At this conference a judgment will be made as to whether the student will be suspended from the activity or assigned another school consequence.
 2. Second Offense or subsequent violation - The participant shall be suspended for 20% of the season. If reinstatement is allowed, the decision will be made by the administration.

ELECTRONIC DEVICES WARNING

Students are reminded that anytime you share information electronically, it is NO LONGER PRIVATE INFORMATION! Examples may include, but are not limited to: Twitter, Facebook or other social media websites, computers, cell phones (including text messages), personal blogs, and any/all other electronic

devices. Students are thus notified that the school administration, while not personally involved in securing information in the sharing process of information, WILL follow normal investigative procedures if a possible school violation and/or activity suspension may be involved.

PERSONAL ELECTRONIC DEVICES & SOCIAL MEDIA

An electronic communication device (ECD) is any technology capable of sending or receiving messages using a network, such as a mobile phone, iPod, laptop, scanner, or video game system. All ECDs, whether owned by Kearney Public Schools, the student, or anyone else, are subject to the rules and regulations of the Kearney Public Schools if they are on school property or using the Kearney Public Schools network. (Refer to Policy 5400.13). Social media is any form of electronic communication (as Web sites for social networking and microblogging) through which users create online communities to share information, ideas, personal messages, and other content (pictures, videos, etc.)

The use of cell phones and other personal electronic devices are permissible during extracurricular activities at the coaches/sponsors discretion. Violation of this rule shall result in confiscation of the device. The confiscated device shall be held by the coach/activity sponsor until such time that the parent or guardian can pick it up at their convenience. If a student athlete/activity participant refuses to give up the cell phone or other electronic device to a coach/sponsor when a violation occurs, this constitutes insubordination and may result in suspension from the sport/activity as well as school consequences. If pictures/videos are taken and used to intimidate, embarrass, or harass any person (staff, student, or otherwise) consequences may range from confiscation of the phone to suspension and possible law enforcement contact if privacy issues are violated. Additionally, student athletes/activity participants who use social media to intimidate, embarrass, or harass any person (staff, student, or otherwise) will be subjected to a consequence that will be assessed by the Activities Director. Repeated violations of the personal electronic device and social media rule may result in suspension from games/activities or removal from the team/club.

Any and all social media accounts that pictate and represent Kearney High School or Kearney Bearcats will report directly to the Activities Director for approval of such accounts. These accounts represent Kearney Public Schools and will be subject for oversight and/or disciplinary action as needed. All information and posts shared on these accounts need to be respectful in nature and represent Kearney Public Schools in the most positive manner possible.

DUE PROCESS

If it becomes necessary to enforce the suspension rule, the student shall be notified in writing of the offense and the student and his or her parents are entitled to a hearing with the school authorities upon request. They should contact the Activities Director who shall act as the hearing officer and shall notify the student and the parents in writing of the decision. In the event that the student and their parents are not satisfied with the results of the initial hearing and decision, they may appeal the decision to the Superintendent of schools. Any further appeal would have to come through the judicial process.

NSAA ELIGIBILITY - [NSAA Constitution & By Laws Link](#)

In order to represent a high school in interscholastic athletic competition, a student must abide by eligibility rules set forth by the Nebraska School Activities Association. If you do not understand any of the rules stated below, consult the high school principal or activities director.

1. Students must be an undergraduate.

2. After a student's initial enrollment in grade nine, they shall be ineligible after eight semesters of school membership beginning with their enrollment in grade nine.
3. Students are ineligible if nineteen years of age before August 1 of the current school year. (Students in grades 7 or 8 may participate on a high school team if he/she was 15 years of age prior to August 1 of the current school year.)
4. Students must be enrolled in some high school on or before the eleventh school day of the current semester.
5. Students must be enrolled in at least 20 hours per week and regular attendance, in accordance with the school's attendance policy at the school they wish to represent in interscholastic competition. Exempt or Home School Students from authorized Rule 13 Schools must be continuously enrolled in a minimum of 5 credit hours of instruction per semester at the school the student represents in interscholastic competition.
6. Student must have been enrolled and received 20 credit hours in school the immediate preceding semester. If a student is a Home School or Exempt Student from authorized Rule 13 Schools, the member school shall determine whether the home school credits will be accepted to fulfill preceding semester scholastic requirements. Further, such home-school students who are enrolled in subsequent semesters in the member high school must have evidence of having successfully completed 20 credit hours of school work the immediate preceding semester, of which at least **5** of those credit hours have been earned in the member-school setting.
7. **Guardianship does not fulfill the definition of a parent.** If a guardian has been appointed for a student, the student is eligible in the school district where his/her natural parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for his review and a ruling.
8. A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by his/her parents, shall render the student ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eighth, or ninth grade student, they have established their eligibility at the high school where he/she participated. If the student elects to attend another high school upon entering ninth or tenth grade, they shall be ineligible for ninety school days.
9. If the change in domicile by the parents occurs during a school year, the student may remain at the school he/she is attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible.
10. If the parents moved during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school they have been attending and retain eligibility.
11. If a student has been attending the same high school since initial enrollment in grade nine, they may remain at that high school and retain eligibility, or they are eligible at a high school located in the school district where their parents established their domicile.
12. If the parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile.
13. Transfer students who have their Enrollment Option applications signed and filed prior to May 1 shall be eligible immediately in the fall. Those students who do not have their Enrollment Option applications signed and filed prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
14. Other non-enrollment option transfer students must have signed and delivered all forms necessary to make such a transfer to the school in which they intend to enroll for the upcoming school year prior to the preceding May 1st. For the student to be eligible, the school to which the transfer is being made must have notified the NSAA office in writing, postmarked no later than May 1st of the preceding school year. The student would, however, become ineligible for ninety school days the next fall if the student were to change their mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to their former district before 90 school days have elapsed, such student will be ineligible in the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students, who did not have their enrollment forms signed, delivered and accepted prior to May 1st, shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
15. Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by their school. Any other competition will render the student ineligible for a portion of, or all of, the season in that sport. The season of a sport begins with the first date of practice as permitted by NSAA rules.

16. During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp or school.
17. A student shall not participate on an all-star team while a high school undergraduate.
18. A student must maintain his/her amateur status.

JUNIOR GRADUATES

A student who chooses to graduate at mid-term of their Senior year will not be eligible for Winter or Spring Senior Night ceremonies. If a student chooses to graduate at the end of the school year as a Junior, that particular student will not be eligible for "Senior Year" traditions and ceremonies while participating in activities or athletics at Kearney High School. This includes but is not limited to Senior Parents Night, Senior Banner recognition and recognition of any kind by the coach, sponsor or Activities Department.

Title IX – Procedure for Complaints of Sexual Harassment

A. Complaint Procedure - Generally

1. 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:
 2. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
 3. 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 the person has been ineffective.
 4. 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.
 5. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
 6. 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 may file a formal complaint and begin the following complaint procedure.

TITLE IX COORDINATOR CONTACT INFORMATION:

Melissa Herrmann, Human Resources Director
Kearney Public Schools
320 West 24 th Street
Kearney, NE 68845
(308) 698-8011
melherrmann@kearneycats.com

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 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 –

Mrs. Melissa Herrmann, Director of Human Resources
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, 3 rd 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.

To be completed for students participating in any NSAA activities.

Student and Parent Consent Form

School Year: 20____-20____

Member School: _____

Name of Student: _____

Date of Birth: _____ Place of Birth: _____

The undersigned(s) are the Student and the parent(s), guardian(s), or person(s) in charge of the above-named Student and are collectively referred to as "Parent".

The Parent and Student hereby:

- (1) Understand and agree that participation in NSAA sponsored activities is voluntary on the part of the Student and is a privilege;
- (2) Understand and agree that (a) by this Consent Form the NSAA has provided to the Parent and Student of the existence of potential dangers associated with athletic and activity participation; (b) participation in any activity may involve injury or illness of some type; (c) the severity of such injury can range from minor cuts, bruises, sprains, and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord, and on rare occasions, injuries so severe as to result in total disability, paralysis and death; (d) the severity of an illness, including contagious diseases such as the COVID-19 virus, and bacterial infections may be so severe as to result in disability and death; and, (e) even with the best supervision, the use of the best protective equipment and strict observance of rules, injuries are still a possibility;
- (3) Consent and agree to participation of the Student in NSAA activities subject to all NSAA Bylaws and rules interpretations for participation in NSAA sponsored athletic and/or activities, and the athletic and activities rules of the NSAA member school for which the Student is participating; and,
- (4) Consent and agree to (a) the disclosure by the Member School at which the Student is enrolled to the NSAA, and subsequent disclosure by the NSAA, of information regarding the Student, including the Student's name, address, telephone listing, electronic mail address, photograph, date of and place of birth, major fields of study, dates of attendance, grade level, enrollment status (e.g., full-time or part-time), participation in officially recognized activities and athletics, weight and height as a member of athletic teams, degrees, honors and awards received, statistics regarding performance, records or documentation related to eligibility for NSAA sponsored activities, medical records, and any other information related to the Student's participation in NSAA sponsored activities; and, (b) the Student being photographed, video recorded, audio taped, or recorded by any other means while participating in NSAA activities and contests, consent to and waive any privacy rights with regard to the display of such recordings, and waive any claims of ownership or other rights with regard to such photographs or recordings or to the broadcast, sale or display of such photographs or recordings.
- (5) Consent and agree to authorize licensed sports injury personnel to evaluate and treat any injury or illness that occurs during the Student's participation in NSAA activities. This includes all reasonable and necessary preventive care, treatment and rehabilitation for these injuries. This would also include transportation of the Student to a medical facility if necessary. Such licensed sports injury personnel are independent providers and are not employed by the NSAA.
- (6) Acknowledge that Parents are obligated to pay for professional medical and/or related services; the NSAA shall not be liable for payment of such services. We give permission to any and all of the Student's health care providers and the NSAA and its employees, staff, agents, and consultants to release and discuss all records and information about the Student including otherwise confidential medical information and records. We understand that this release has been requested and may be used for the purpose of determining eligibility pertaining to activities participation, fitness, injury, injury status, or emergency.

I acknowledge that I have read paragraphs (1) through (6) above, understand and agree to the terms thereof, including the warning of potential risk of injury inherent in participation in athletics and activities.

Signature Date _____ Name of Student [Print Name] Student

(I am)(We are) the Student's [circle appropriate choice] (Parent) (Guardian). (I)(We) acknowledge that (I)(We) have read paragraphs (1) through (6) above, understand and agree to the terms thereof, including the warning of potential risk of injury inherent in participation in athletics and activities. Having read the warning in paragraph (2) above and understanding the potential risk of injury to my Student, (I)(we) hereby give (my)(our) permission for _____ [insert Student name] to practice and compete for the above named high school in activities approved by the NSAA, **except those crossed out below:**

Baseball	Basketball	Bowling	Cross Country	Debate	Football	Golf
Journalism	Music	Play Production	Soccer	Softball	Speech	Swim/Dive
Tennis	Track & Field	Unified Bowling	Unified Track & Field	Volleyball	Wrestling	

Parent(s)/Guardian Printed Name(s)*	Parent/Guardian Signature	Date of Signature

***Both Mother and Father must sign, unless parents are divorced, the custodial parent must sign, or if the Student is not living with parents, the Student's legal guardian.....Revised September 2021**



KEARNEY
PUBLIC SCHOOLS
OWN *Your* FUTURE

TRANSPORTATION HANDBOOK
2023-2024

[CLICK TO VIEW TRANSPORTATION HANDBOOK](#)



Kearney Public Schools

Certified Staff Handbook

2023-2024

FORWARD

August 2023

Dear KPS Staff Member:

This Employee Handbook is intended to provide you with information about your employment with Kearney Public Schools. Although the information in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. It has been prepared as a guide and reference only. This Handbook is not a contract, either expressed or implied.

This handbook was approved by the KPS Board of Education on the above listed date and supersedes any previous handbook. This handbook will be in effect until replaced by a later edition. The administration is responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make revisions at any time. Should a situation arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal laws and regulations, and the best interests of the District.

This handbook is intended to supplement two other documents that deal with your KPS employment:

- 1) The Professional Agreement between the Kearney Public Schools and the Kearney Education Association. All items in this agreement have been agreed upon through the negotiations process and have been ratified by the Board of Education and the Kearney Education Association. You can access the Kearney Public Schools Negotiated Agreement on the KPS web site.
- 2) The Board of Education Policy Manual. This is a compilation of school district policies and administrative regulations as established by the Board of Education. You can access all the Board of Education policies on the KPS web site. Throughout this document there are references to district policies and policy regulations. Sometimes the section is composed of the entire policy or regulation and other sections contain only a portion of the policy or regulation. Many times a section contains actual policy language intermixed with day-to-day procedures.

In reading this handbook, please understand that where conflict exists, state or federal law, the Negotiated Agreement, and Board Policy supersede this handbook.

We hope this handbook will be helpful to you. Suggestions for improvement and additional information are always welcome.

Sincerely,



Dr. Melissa Herrmann
Director of Human Resources

Table of Contents

CHAPTER 1 – Notice of Non-Discrimination and Designation of Coordinators	1
Section 1-A NOTICE OF NON-DISCRIMINATION	1
Section 1-B NOTICE OF DESIGNATION OF COORDINATORS	1
CHAPTER 2 – Employee Compensation and Benefits	3
Section 2-A SALARY	3
Section 2-B EXPLANATION OF FRINGE BENEFIT AND \$7400 FLAT RATE SALARY ADDITION ON THE CERTIFIED SALARY SCHEDULE	4
Section 2-C HEALTH and DENTAL INSURANCE	4
Section 2-D SECTION 125 CAFETERIA PLAN	5
Section 2-E TAX SHELTERED ANNUITIES	6
Section 2-F VOLUNTARY GROUP LIFE INSURANCE	7
Section 2-G VOLUNTARY GROUP VISION INSURANCE	7
Section 2-H EMPLOYEE ASSISTANCE PROGRAM (EAP)	7
Section 2-I LONG TERM DISABILITY INSURANCE	8
Section 2-J WORKER’S COMPENSATION	8
Section 2-K EXPENSE REIMBURSEMENT - TRAVEL (Board Policy 3350)	9
Section 2-L RETIREMENT - NEBRASKA SCHOOL EMPLOYEES RETIREMENT SYSTEM	10
Section 2-M RETIREMENT HEALTH INSURANCE COVERAGE	10
Section 2-N MEDICARE ELIGIBILITY	12
Section 2-O COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)	12
CHAPTER 3 – Employee Leave	14
Section 3-A LEAVES	14
Section 3-B FAMILY MEDICAL LEAVE ACT (FMLA)	18
Section 3-C LUNCH BREAKS - §79- 8, 107	20
Section 3-D INJURY LEAVE (Board Policy 4063)	20
CHAPTER 4 – Employee Expectations	21
Section 4-A ASSIGNMENT AND TRANSFER AND ASSIGNMENT OF DUTIES (Board Policy 4105)	21
Section 4-B ATTENDANCE, PUNCTUALITY, REPORT TIME AND EXCESSIVE ABSENCES	22
Section 4-C ABSENCE MANAGEMENT SYSTEM	22
Section 4-D CONDUCT	23
Section 4-E PROFESSIONAL PRACTICES CRITERIA (RULE 27)	24
Section 4-F EMPLOYEE BEHAVIOR AS A MODEL TO STUDENTS	26
Section 4-G PROFESSIONAL BOUNDARIES BETWEEN EMPLOYEES AND STUDENTS (Board Policy 4035.2)	26
Section 4-H REPORTING OF CHILD ABUSE/NEGLECT (Board Policy 5402)	27
Section 4-I NOTIFICATION OF ARREST, CRIMINAL CHARGES, AND CERTIFICATE, LICENSE OR CHILD ABUSE COMPLAINTS (Board Policy 4032)	28
Section 4-J EMPLOYEE DRESS	29
Section 4-K EMPLOYEES WITH TATTOOS AND/OR BODY PIERCINGS	29

Section 4-L TUTORING (Board Policy 4123)	29
Section 4-M EMPLOYEE ID BADGES	29
Section 4-N BUILDING KEYS AND KEY FOBS	29
Section 4-O CERTIFICATION	30
Section 4-P CHANGE OF ADDRESS	30
Section 4-Q PART-TIME ASSIGNMENTS	30
Section 4-R SHARED CERTIFIED STAFF/TRAVEL & PLANNING TIME	31
Section 4-S WORKPLACE THREATS & VIOLENCE (Board Policy 4052)	31
Section 4-T ANTI-BULLYING (Board Policy 4036)	31
Section 4-U DRUG FREE SCHOOLS, COMMUNITY & WORKPLACE (Board Policy 4030)	32
Section 4-V TOBACCO-FREE ENVIRONMENT (Board Policy 4031)	34
Section 4-W RESIGNATION OR REQUEST FOR RELEASE FROM CONTRACT (Board Policy 4106)	34
Section 4-X RESIGNATION NOTIFICATION INCENTIVE	35
Section 4-Y CONFLICT OF INTEREST (Board Policy 4033)	35
Section 4-Z USE OF SCHOOL FACILITIES	35
Section 4-AA ADHERENCE TO COPYRIGHTS & PATENT LAWS (Board Policy 4021)	35
Section 4-BB SAFE DRIVING RECORD STANDARD FOR DRIVERS (Board Policy 4240.2(a))	36
Section 4-CC TRANSPORTATION EMPLOYEES ANTI-DRUG PLAN (Board Policy 4030.1)	37
Section 4-DD SEARCH AND SEIZURE (Board Policy 4035.3)	38
Section 4-EE RIGHTS, RESPONSIBILITIES, DUTIES, & CLASSROOM ENVIRONMENT (Board Policy 4020)	39
Section 4-FF PARENT TEACHER CONFERENCES	
Section 4-GG LONG SUB PREPARATION	
CHAPTER 5 – Use of District Internet, Computer, Email and Social Media	40
Section 5-A INTERNET SAFETY AND ACCEPTABLE USE POLICY (Board Policy 4037)	40
Section 5-B E-MAIL/INTERNET ACCESS (Board Policy 4037)	43
Section 5-C DISTRICT INTERNET WEB AND SOCIAL MEDIA (Board Policy 4037.1)	45
CHAPTER 6 – Anti-Discrimination & Anti-Harassment	48
Section 6-A ANTI-DISCRIMINATION, ANTI-HARASSMENT & ANTI-RETALIATION (Board Policy 4002.1)	48
Section 6-B AMERICANS WITH DISABILITIES ACT (ADA) (Board Policy 4003)	53
CHAPTER 7 – Grievance & Complaint Procedure	55
Section 7-A GRIEVANCE PROCEDURE (Negotiated Agreement Appendix M)	55
Section 7-B COMPLAINT PROCEDURE	55
CHAPTER 8 – Professional Growth and Advancement	57
Section 8-A PROFESSIONAL GROWTH	57
Section 8-B PROFESSIONAL ADVANCEMENT ON THE SALARY SCHEDULE	58
CHAPTER 9 – T S E M	59
Section 9-A TEACHER SUPERVISION and EVALUATION MODEL (Board Policy 4108)	59
RECEIPT OF CERTIFIED EMPLOYEE HANDBOOK OF KEARNEY PUBLIC SCHOOLS	61

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

[Return to Table of Contents](#)

[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 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.

[Return to Beginning of Chapter 1](#)

Section 1-B	NOTICE OF DESIGNATION OF COORDINATORS

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.

[*Return to Beginning of Chapter 1*](#)

[*Return to Table of Contents*](#)

CHAPTER 2 – Employee Compensation and Benefits

[Return to Table of Contents](#)

[Section 2-A SALARY](#)

[Section 2-B EXPLANATION OF FRINGE BENEFIT AND \\$7400 FLAT RATE SALARY
ADDITION ON THE CERTIFIED SALARY SCHEDULE](#)

[Section 2-C HEALTH and DENTAL INSURANCE](#)

[Section 2-D SECTION 125 CAFETERIA PLAN](#)

[Section 2-E TAX SHELTERED ANNUITIES](#)

[Section 2-F VOLUNTARY GROUP LIFE INSURANCE](#)

[Section 2-G VOLUNTARY GROUP VISION INSURANCE](#)

[Section 2-H EMPLOYEE ASSISTANCE PROGRAM \(EAP\)](#)

[Section 2-I LONG TERM DISABILITY INSURANCE](#)

[Section 2-J WORKER'S COMPENSATION](#)

[Section 2-K EXPENSE REIMBURSEMENT - TRAVEL](#)

[Section 2-L RETIREMENT - NEBRASKA SCHOOL EMPLOYEES RETIREMENT
SYSTEM](#)

[Section 2-M RETIREMENT HEALTH INSURANCE COVERAGE](#)

[Section 2-N MEDICARE ELIGIBILITY](#)

[Section 2-O COBRA](#)

Section 2-A SALARY

Payment of Salary (Board Policy 4132)

Salary payments for each teacher shall be made in twelve (12) equal monthly installments during the school fiscal year (September 1 through August 31) for which the teacher has been employed, with the first such salary payment being made in September and the last salary payment being made in August of such fiscal year.

Teachers shall be paid on the 20th day of each month, or the last preceding school day if the 20th falls on a weekend day or holiday.

Additional compensation over and above regular salary compensation, such as extra duty pay and supplemental pay shall be disbursed as it is earned unless the employee signs a 409A Election Form to defer payment over twelve (12) months PRIOR to the date when such employee begins performing service for each school year. Deductions from compensation shall be taken out as they are reported to the payroll office.

Fringe Benefits (Board Policy 4132)

The school district shall provide fringe benefits to its employees in accordance with existing policy and conditions. Employees may request that salary deductions be made for association dues and other items approved by the board.

Salary Deductions

Employees may request that salary deductions be made for reasons approved by the Board of Education. Deductions for community charitable organizations that qualify as tax-exempt under Section 501c (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.

Wage Deductions for Disciplinary Suspensions

The District's procedure is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such procedure uniformly to all similarly-situated employees, including

exempt employees who are required to meet a “salaried basis” test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may also be implemented for infractions of safety rules of major significance.

[Return to Beginning of Chapter 2](#)

Section 2-B	EXPLANATION OF FRINGE BENEFIT AND \$7400 FLAT RATE SALARY ADDITION ON THE CERTIFIED SALARY SCHEDULE

In 2009, Kearney Public Schools changed how the health insurance premium is paid for teachers by shifting the primary funding source from a fringe benefit based payment to salary based payment. In this funding source shift, the district reduced the annual amount of district contribution toward health insurance (fringe benefit) and increased the amount of teacher salary. The salary increase was in the form of a flat rate, non-indexed salary addition. “Non-indexed” means it is not tied to the certified staff salary schedule index by which percentage increases are calculated.

The annual flat rate, non-indexed salary addition is \$7,400 and the fringe benefit stipend amount is \$3,000 for Single Health and \$5,350 for Family Health. The \$3,000 and \$5,350 fringe benefit is contributed annually by the district to any teacher who elects health insurance coverage through the district’s Educators Health Alliance (EHA) Insurance Plan with Blue Cross Blue Shield.

The district will contribute the annual amount of \$3,000 towards the purchase of an EHA Single Health Insurance Plan. The district will contribute the annual amount of \$5,350 towards the purchase of any of the Family Health Insurance options of the EHA Insurance Plan including Employee Spouse, Employee Children or Employee Family. If a teacher elects not to take any of the EHA Insurance Plans, the teacher is not eligible for the \$3,000/\$5,350 fringe benefit. Teachers who elect to take only dental insurance are also not eligible for the fringe benefit.

[Return to Beginning of Chapter 2](#)

Section 2-C	HEALTH and DENTAL INSURANCE

1. Blue Cross Blue Shield Health Insurance of Nebraska (hereinafter “BCBS”) - Employee/dependent eligibility for coverage is subject to the requirements set forth in the membership and underwriting guidelines and in the agreement between Educator’s Health Alliance (EHA) and BCBS.
2. Employees and dependents must enroll within 31 days of initial eligibility.
3. New Employees – New eligible employees must enroll within 31 days of employment.
4. Adding New Spouses – As long as BCBS receives the application within 31 days of the marriage, the new spouse will become effective as of the wedding date or on the first day of the month following receipt of the application.
5. Adding Dependents – BCBS must receive the enrollment form (marked “Change” at the top) within 31 days of the date the dependent becomes eligible.
6. Adding Newborns – If an employee is covered under a single membership, Nebraska law requires automatic coverage for newborns for a period of 31 days. In order to continue coverage beyond this time, the employee must request a change in coverage within the 31 day period and pay the additional premium. A new enrollment form must be completed to change coverage. Employees already enrolled under a family membership or employee/children membership must provide both their employer and BCBS with the newborn’s name and date of birth within 31 days. This must be done by completing the EHA enrollment form.
7. Be aware of the concept of “coat-tailing” which means that if a spouse wants to come onto BCBS coverage along with a newborn, the spouse or other children may come on the first of the month following the baby’s birth.
8. Adding an Adopted Child – Coverage will become effective on the date the employee legally assumed financial responsibility for the child (date of placement). When applying for coverage for an adopted child, the employee should provide written proof of the impending or final adoption. Such proof may

include agency placement papers, a letter of confirmation from an attorney, a birth certificate showing the adoptive parents' names, or any other written documentation of the adoption proceedings. No waiting periods for pre-existing conditions will be applied.

9. Adding Stepchildren and Grandchildren – BCBS must receive a Dependency Statement along with a completed enrollment form within 31 days following the date the dependent becomes eligible for coverage. This application is subject to eligibility review and approval.
10. Adding Dependents by Court Order – In some cases, the employee may be ordered by the court to provide health care coverage for a dependent. The employee must notify BCBS as soon as possible. A completed enrollment form noting the change, along with the Qualified Medical Child Support Order must be completed.
11. Types of Enrollment
 - a. Employee Only Membership – Covers the employee only.
 - b. Employee and Child(ren) Membership – Covers the employee and their dependent child(ren).
 - c. Employee and Spouse Membership – Covers the employee and their spouse.
 - d. Employee and Family Membership – Covers the employee, spouse, and their dependent child(ren).
 - e. Coverage for Children up to Age 26: The Affordable Care Act allows young adults to stay on their parents' health care plan until age 26 even if the young adults no longer live with his/her parents, is not a dependent or is no longer a student. This applies to married and unmarried children.
12. Effective Dates
 - a. New Hires and Dependents – As long as BCBS receives the enrollment form within 31 days of the date the employee and/or dependent becomes eligible, the effective date will be the first day of the month following receipt. Coverage may begin on the day the employee's employment contract goes into effect if specified on the application. The employer must contribute toward the premium as of the contract date.
 - b. Special Enrollees – The effective date for Special Enrollees who have lost other coverage will be the group's next due date following the qualifying event.
 - c. Late Enrollees - All employees who enroll with the EHA health plan as a late enrollees will become effective the first of the month following receipt of the application. Effective November 1, 1999, no late enrollment will be allowed for employees of large subgroups (those with 51 or more employees).
 - d. Applications Received After Deadline – When BCBS receives applications more than 31 days after the employee and/or dependent becomes eligible, they will be considered late enrollees. Contact the Human Resource department for detailed information regarding late enrollment.
13. Events Affecting Eligibility – In addition to termination of employment, some other events can affect the eligibility of an employee or dependent. Changes in employer contribution levels or minimum work hour requirements can result in new eligibility and enrollment periods for employees. Some examples of eligibility loss include: exceeding the dependent child maximum age; loss of dependent student status; a reduction in hours at work; divorce; or death. BCBS will periodically request verification of dependent status. These forms should be completed by the employee at the Human Resources Department.
14. Responsibility for reporting change in status – Kearney Public Schools employees are reminded it is their responsibility to report any change in status that will affect their health insurance coverage.

[Return to Beginning of Chapter 2](#)

Section 2-D	SECTION 125 CAFETERIA PLAN

A Cafeteria Plan is an employee benefits program designed to take advantage of Section 125 of the Internal Revenue Code by allowing employees to pay certain qualified expenses on a pre-tax basis, thereby reducing their total taxable income and increasing their spendable/take-home income. The Cafeteria Plan includes Premium Only Plans (POPs) and Flexible Spending Accounts (FSAs).

Premium Only Plan (POP) – A POP allows for KPS authorized group insurance premiums to be paid with pre-tax dollars. Each employee may elect to participate in one or more of the following plans:

- a. Group Health Insurance Plan
- b. Group Dental Insurance Plan
- c. Vision Insurance Plan
- d. Cancer Insurance Policy
- e. Accident Insurance Policy
- f. Short-Term Disability Insurance Policy
- g. Any other group or individual insurance plan or policy that the employer permits to be added to the plan from time to time, so long as the same is a qualified benefit under Code Section 125. Long-term care insurance and long-term care services cannot be purchased through this plan.

Flexible Spending Account (FSA) – All employees are eligible to participate in Flexible Spending Accounts. In an FSA, employees may set aside on a pre-tax basis a pre-established amount of money per plan year. The employee can use the funds in the FSA to pay for eligible medical, dependent care, or adoption expenses. Each employee may elect to participate in one or more of the following Flexible Spending Accounts:

- a. Adoption Assistance
- b. Dependent Care Assistance
- c. Medical Reimbursement

Money in the Flexible Spending Account can be accessed by submitting a claim for reimbursement or by using a Flex Debit Card. All reimbursement funds for the Flexible Spending Accounts will be deposited directly to the employee's bank or checking account. For reimbursement, employees are responsible for submitting their claims to:

Flex Made Easy
4551 W. 107th Street
Overland Park, KS 66207
Phone: 855-615-3679
E-mail: info@FlexMadeEasy.com

Amendments to Medical Reimbursement and Dependent Care Grace Period – For amounts contributed to the Flexible Spending Accounts, a participant may use amounts remaining in his or her Flexible Spending Account at the end of the plan year for reimbursement of qualified expenses incurred in the “Grace Period”. The grace period begins on the first day of the following plan year (September 1) and ends on the 15th day of the third month of the following plan year (November 15). Amounts remaining in the participant's Flexible Spending Account at the end of the grace period are forfeited. Amounts remaining in the participants' Flexible Spending Account at the beginning of the grace period may not be converted to cash or used to pay any other taxable or nontaxable benefit.

The plan Administrator will establish procedures that first apply unused amounts in the participant's Flexible Spending Account at the beginning of the grace period to qualifying expenses incurred during the plan year for the prior plan year's grace period, followed by amounts in the participant's Flexible Spending Account for the plan year in which the grace period occurs. Claims for reimbursement for expenses incurred under Flexible Spending Accounts during the plan year of the grace period must be submitted on or before January 31 of the plan year in which the grace period occurs.

[Return to Beginning of Chapter 2](#)

Section 2-E	TAX SHELTERED ANNUITIES

Kearney Public Schools offers employees the opportunity to contribute to a tax-sheltered annuity through a 403(b) and/or a 457(b). Kearney Public Schools also offers employees the opportunity to contribute to a 403(b) Roth. The KPS tax-sheltered annuity plan and the Roth plan are managed and administered by TSA Consulting Group which serves as the district's third party administrator. For more information on the KPS plans, please visit the TSA Consulting Group's website: <https://www.tsacg.com>

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

Forms are available on both the TSA Consulting Group website and the KPS Human Resources website. Please contact the Human Resources Department for any additional information or assistance. Below is a list of approved providers for Kearney Public Schools.

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

[Return to Beginning of Chapter 2](#)

Section 2-F	VOLUNTARY GROUP LIFE INSURANCE

At the start of employment with Kearney Public Schools, employees who worked at least 17.5 hours per week have the opportunity to purchase group life insurance from Reliance Standard Life Insurance Company. The employee pays the premium cost for the life insurance. Information regarding the group life insurance benefit can be obtained from the Human Resources office.

[Return to Beginning of Chapter 2](#)

Section 2-G	VOLUNTARY GROUP VISION INSURANCE

At the start of employment with Kearney Public Schools, employees who worked at least 17.5 hours per week have the opportunity to purchase vision insurance EyeMed. The employee pays the premium cost for the vision insurance. Information regarding the vision insurance benefit can be obtained from the Human Resources office.

[Return to Beginning of Chapter 2](#)

Section 2-H	EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Employee Assistance Program (EAP) is offered as a free service through the Kearney Public School Long Term Disability Insurance provider, National Insurance Services. The EAP is open to all employees who are currently participating in Long Term Disability Insurance coverage.

Staff members eligible for the EAP (currently participating in LTD Insurance coverage) include:

- Certified employees with at least .50 FTE
- Classified exempt employees working 40 hours per week
- Classified employees scheduled to work at least 6.5 hours a day

Under the Kearney Public School EAP, eligible employees can receive no cost, confidential help for a wide variety of needs and concerns including:

- Depression
- Stress Management
- Anxiety
- Marital Difficulties
- Relationship Problems
- Family Conflict
- Alcohol or Drug Addictions
- Financial or Legal Concerns
- Parenting Concerns
- Problem Gambling
- Eating Disorders
- Childcare and Eldercare

EAP services are available by phone or on-line and there is no cost to access the EAP. The EAP telephone lines are available 24/7 – no one is sent to an automated system. Each call is answered by a Masters-level clinician who manages each case from beginning to end, including follow-up. Solutions may include meeting with a mental health counselor for up to three face-to-face visits, negotiating Medical Insurance benefits, referrals to community resources, attorneys, childcare, eldercare or financial services. Using the EAP is completely confidential. Names of employees accessing the EAP are never shared with the school district.

To access the EAP by phone, please call toll free: 1-866-468-9461

To access the EAP on-line, the website is www.niseap.com

If you have any questions about the EAP, please contact the Human Resources Director.

[Return to Beginning of Chapter 2](#)

Section 2-I	LONG TERM DISABILITY INSURANCE

Certified employees with at least .50 FTE are eligible for Long Term Disability Insurance. Long Term Disability Insurance (LTD) is paid by the employee. For eligible employees, the LTD premium payment is a mandatory salary deduction. At the time of hire, employees are given an information booklet regarding the Long Term Disability Insurance program.

To be eligible for LTD benefits, an employee must be off work due to illness or injury for a period of 45 consecutive calendar days or at the end of his/her accumulated sick leave whichever comes later. The LTD benefit is 66 2/3% of an employee's regular wages. An employee wanting to apply for LTD should contact the Human Resources Office at 698-8012 to receive information and assistance in completing the required forms.

[Return to Beginning of Chapter 2](#)

Section 2-J	WORKER'S COMPENSATION

Worker's Compensation Insurance

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.

Wage Replacement Benefits

To make up for wages lost during a period of disability, Worker's Compensation provides weekly wage replacement benefits in the form of cash payments, calculated as a portion of average wages. The payment of

Worker's Compensation is approximately 66 2/3% of the regular wages. KPS allows employees out on Worker's Comp to use their accumulated sick leave hours to supplement the Worker's Comp payment. Wage replacement benefits are not payable for the first seven (7) days of injury, but if the employee is out of work for six (6) weeks or longer, the first seven (7) days are paid retroactively. An employee may use their accumulated sick leave to cover the loss of wages.

[Return to Beginning of Chapter 2](#)

Section 2-K	EXPENSE REIMBURSEMENT - TRAVEL (Board Policy 3350)

The board may reimburse employees or board members for expenses incurred while attending authorized conferences or other activities whose purpose is related to instructional or operational improvement in the district. Arrangements for attendance must be approved in advance, in writing, by the superintendent and/or his/her designee. The participant may attend without loss of compensation. Teacher, building administrator or Central Office administrator generated requests to attend in-service in support of a building or district-wide goal may be partially or fully reimbursed.

Specific guidelines for travel reimbursement for employees or board members are as follows:

1. The superintendent or his/her designee may allow travel expenses for personnel under their supervision according to the guidelines set forth in this regulation.
2. Travel expenses of board members must be filed through the office of the superintendent in accordance with the guidelines set forth in this regulation.

Sunup to Sunset Travel (SST) - This entails all travel necessitated for an employee/board member requiring them to depart Kearney/destination prior to 7:00 A.M. and return after 7:00 P.M.

MEALS:

Reimbursement for meals will be made for days when a person must travel with an overnight stay. Reimbursement will also be made for travel days where a person is required to leave before 7:00 A.M. or return after 7:00 P.M. and is in travel status for 10 hours or more. Such meals will be reimbursed based on the number of quarters in the day a person is in travel status.

Quarters –

12:00 midnight to 6:00 A.M. – breakfast

6:00 A.M. to 12:00 noon – breakfast

12:00 noon to 6:00 P.M. – lunch

6:00 P.M. to 12:00 midnight – dinner

SST claims will be paid at a maximum daily rate of \$40.00 for out-of-state travel and \$30 for in-state travel. Receipts are required. When the meal cost is included as part of the workshop/conference, it may exceed the daily guidelines.

MILEAGE:

Reimbursement for mileage expenses will be allowed at the IRS allowable rate at the time, established annually by the Board of Education.

AIR TRANSPORTATION:

If travel by plane is used, the most economical fare available will be allowed for reimbursement. Receipts are required.

LODGING:

When overnight lodging is required, the preferred payment method is direct billing. If not possible, reimbursement will be for actual costs at a lodging facility approved by the supervisor prior to travel. Receipts are required. Rates for lodging will be divided equally between the parties when facilities are shared as may be appropriate.

MISCELLANEOUS EXPENSES:

Registrations, taxi fares, parking fees and car rentals may be allowed. Receipts are required. Expense claims for spouses and/or other family of employees/board members are prohibited.

SPECIAL NOTE:

Arrangements for reimbursement must comply with one or more of the categories above to be approved by a supervisor or the superintendent.

[*Return to Beginning of Chapter 2*](#)

Section 2-L	RETIREMENT - NEBRASKA SCHOOL EMPLOYEES RETIREMENT SYSTEM

Employees working 20 hours per week are required to participate in the Nebraska School Employees Retirement System. Your contribution, which is subject to change annually, is deducted automatically from your paycheck.

Once a member of the Nebraska State Retirement System reaches age 50 or more, he/she is entitled to take up to two days paid leave (a maximum of one day in any given year) to attend preretirement planning programs.

Resources for information on the Nebraska School Employees Retirement System include:

1. Nebraska Public Employees Retirement System (NPERS) website: www.npers.ne.gov
2. The Nebraska School Employees Retirement System Handbook which is available in several locations:
 - a. On-line on the NPERS website.
 - b. On-line on I-visions. Under the Employee Resources tab, click on Benefits Enrollment.
 - c. A paper copy of the handbook can be obtained in the Human Resources office.
3. I-visions: Once you log on to I-visions, under the Employee Resources tab, click on Benefits Enrollment. NPERS information and forms can be found in the HR Documents section.
4. Contact the office of the Nebraska Public Employees Retirement Systems (NPERS): P.O. Box 94816, Lincoln, NE 68509-4816, Phone: 402-471-2053 or 800-245-5712

[*Return to Beginning of Chapter 2*](#)

Section 2-M	RETIREMENT HEALTH INSURANCE COVERAGE

The following information on Retirement Health Insurance Coverage is from the Educators Health Alliance (EHA) website: www.ehaplan.org.

Health Insurance for Retirees

Employees between the ages of 50 and 64 who have been participants in the EHA plan for at least five (5) years may now choose from a \$1050 deductible; a \$2500 Deductible; a \$3600 Deductible; or a \$4000 Deductible retiree plan upon terminating employment with their school district (including retirement), without having to take COBRA first.

1. If you choose COBRA: For the first 18 months following retirement, the employee and eligible dependents can continue the school district's group plan under COBRA. The COBRA Election Form must be completed and returned by the employee within 60 days following retirement to be eligible for continuation of the group health plan. The Election Form and further COBRA information is sent to the employee and eligible dependents by PayFlex. The employee does not have to be a member of NSEA, NCSA, or NASB to continue EHA health coverage under COBRA. You and your dependents can continue on the district's health plan for up to eighteen months following retirement. You and your spouse can each enroll in a single plan unless you have dependent children. COBRA coverage will end the day you are entitled to Medicare. You should start Medicare when you reach age 65 to avoid late enrollment

penalties for Medicare. Remember, if you choose COBRA, you are NOT eligible to enroll in the EHA Direct Bill plan at a later date.

2. If you choose Early Retiree/Direct Bill Coverage: An employee may choose to continue EHA coverage under the Direct Bill program. The Direct Bill program is a special service of these associations for retired members. The insurance plans offered are a \$1050 deductible PPO; a \$2500 deductible PPO; a \$3600 High Deductible, Health-Savings-Account-eligible plan (HSA-eligible); or a \$4000 High Deductible Health-Savings-Account-eligible plan. This program is available only to Special Services members of NSEA, NCSA, or the NASB.

Direct Bill Eligibility

1. You must become a Special Services Member of NSEA, NCSA, or NASB.
2. The school district from which you retired must be participating in the EHA plan.
3. You must be at least 50 years old, or disabled, or the surviving spouse and/or dependent of a deceased school retiree.
4. At the time of your retirement, you must have been covered by the EHA plan for at least the previous five years.
5. You are eligible only until you reach age 65, unless your dependents need family coverage.

If you meet these eligibility requirements, your school district will notify Blue Cross/Blue Shield. The Direct Bill information and member enrollment form will be mailed to you by Blue Cross/Blue Shield. If you have questions in regards to eligibility, please contact the EHA Field Representative at 1-866-465-1342.

Special Services Membership

You must be a Special Services member to continue EHA coverage after you retire. NSEA administers the Special Services program for NSEA, NCSA, and the NASB. NSEA collects all Special Services dues and enrollment forms and then remits the respective membership dues to NCSA and NASB. Special Services applicants should complete the appropriate section of the application for membership for their respective association.

Special Services Dues

Special Services membership is annual from September 1 to August 31 of each year. You must be a member each year to be eligible for retiree coverage until you reach age 65. Your initial year of membership and your final year at age 65 will be prorated on a quarterly basis.

1. If you were a member of NARSA or a life member of NSEA-Retired, or a member of NASB when you left, the annual dues will be \$125 each for you and your spouse.
2. If you were an NSEA member at retirement (but not a life member of NSEA-Retired), the annual dues will be \$185 for you and \$125 for your spouse.
3. If you were not a member of NSEA or NCSA at retirement or a member of NASB when you left, the annual dues will be \$250 each for you and your spouse.

After Direct Bill at Age 65

At age 65, the Direct Bill plan ends and you become eligible for Medicare. Retiree Medicare Supplemental Coverage is available for EHA Direct Bill subscribers or NSEA-Retired members through NSEA-Retired or the NEA. For benefits, rates and information for the NSEA-Retired Medicare Supplement option, please visit www.nsea.org/retired.

FOR FURTHER INFORMATION: Call NSEA at 1-800-742-0047 or (402) 475-7611. Ask for Special Services Membership.

BLUE CROSS/BLUE SHIELD: Call 1-877-721-2583

COBRA ENROLLMENT: Contact your local school district

[Return to Beginning of Chapter 2](#)

Section 2-N	MEDICARE ELIGIBILITY

A retiree who reaches age 65 is not eligible to remain on either COBRA or the Direct Bill Plan (unless family coverage is needed to cover eligible dependents). Those retirees leaving the Direct Bill Plan upon reaching age 65 are eligible for the EHA's Medicare Supplemental plan.

BCBS of Nebraska will automatically send information regarding Medicare Supplemental coverage and enrollment forms to eligible early retirees and spouses prior to the member's 65th birthday. If a retiree or spouse believes he or she is eligible for the Medicare Supplemental plan but did not receive the enrollment information, BCBS should be contacted. It is the retiree's responsibility to complete and return the Medicare Supplemental forms in a timely manner.

Information on Medicare can be found on the EHA website www.ehaplan.org, on the BCBS website www.nebraskablue.com and the Medicare website www.medicare.gov.

[*Return to Beginning of Chapter 2*](#)

Section 2-O	COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)

1. COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) – COBRA is the Consolidated Omnibus Budget Reconciliation Act of 1985, is a federal law that requires a group health, dental and/or vision plan to allow a covered person to continue his or her group coverage under certain circumstances when coverage would otherwise terminate. The COBRA coverage may be for 18, 29, or 36 months, depending on the qualifying event. This notice is intended to inform you, in summary fashion, of your rights and obligations under Continuation Coverage provisions of the law.
2. COBRA Notification - When a qualifying event occurs, notification procedures must be followed. If coverage for a dependent ends due to divorce, legal separation or any other change in dependent status, the employee should notify the employer within 60 days of the qualifying event. Federal law requires an employer to send written notice of continuation of coverage rights within 14 days of a qualifying event. COBRA coverage is available to the qualifying employee or his/her dependents. If the employee was previously covered under a family membership, he or she can retain a family plan under COBRA. The employee must also have the option of selecting an appropriate plan to cover only those individuals applying for the extension. The option is controlled by the coverage levels offered to active employees.
3. COBRA Enrollment – The employee must choose to continue coverage by enrolling for COBRA. The employee has 60 days from the COBRA notification or coverage termination date (whichever is later) to return the completed application to Blue Cross Blue Shield of Nebraska. Failure to enroll within the required time period will make the individual ineligible for continuation coverage. Individuals have 45 days from the COBRA enrollment date to pay the initial premium to BCBS. Since the COBRA application will not be processed until the premium is received, the initial payment should be sent with the form. Failure to pay the initial premium within the required time period will end COBRA eligibility.
4. COBRA Premiums – The COBRA premium includes a 2% administration fee above the group rates and is due on the first day of each coverage month. However, a 30-day grace period is allowed for premium payment. The premium must be received by the Payroll Office by the last business day of the month due. Late payment or non-payment of premiums will result in the COBRA coverage being terminated as of the last premium paid through date.
5. When COBRA Ends – COBRA coverage will end on the earlier of:
 - a. the day the individual becomes covered under any other group health plan (after COBRA election) which does not exclude or limit any pre-existing conditions or to whom such an exclusion does not apply, due to creditable coverage;
 - b. the day a covered person is entitled to benefits under Medicare (after COBRA election);
 - c. the day health coverage has been continued for the maximum period of time allowed (18, 29 or 36 months);
 - d. when COBRA premium is not received within the required time period.

6. Continuation of Coverage After COBRA – At the end of the COBRA eligibility period, an individual may transfer to a BCBS non-group plan. The application will be subject to medical underwriting and approval. The BCBS Plan in the state where the person lives should be contacted for enrollment information. If you are a KPS employee covered by BCBS, you have a right to choose this continuation of coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment. In the event of termination for gross misconduct, continuation of coverage is not provided.

Under the law, the employee or a family member, has the responsibility to inform the KPS Human Resource Department and the BCBS Administrator of a divorce, legal separation, or a child losing dependent status under BCBS within 30 days of the date of the event or date coverage would end under the plan because of the event, whichever is later. KPS has the responsibility to notify the BCBS Plan Administrator of the employee's death, termination, and reduction in hours of employment or Medicare entitlements.

When the KPS Payroll Office is notified that one of these events has happened, the Payroll Office will in turn notify you that you have the right to choose continuation of coverage. Under the law, you have at least 60 days from the date you would lose coverage because of the event described above, or the date notice of your election rights are sent to you, to inform the BCBS Administrator that you want continuation of coverage.

If you do not choose continuation of coverage, your group health insurance will end. If you choose continuation of coverage, KPS is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. However, the law also provides that your continuation of coverage may be terminated for any of the following reasons:

- a. KPS no longer provides group health insurance coverage to any of its employees.
 - b. The premium for your continuation coverage is not paid on time.
 - c. You become covered by another group plan, unless the plan contains any exclusions of limitations with respect to any pre-existing conditions you or your covered dependents may have.
 - d. You become enrolled in Medicare.
 - e. You extend your coverage for up to 29 months due to your disability and there has been a final determination that you are no longer disabled.
7. If you have any questions about the law, please contact the Human Resources Department at 698-8011, 698-8012, or 698-8013.

[Return to Beginning of Chapter 2](#)

[Return to Table of Contents](#)

CHAPTER 3 – Employee Leave

[Return to Table of Contents](#)

[Section 3-A LEAVES](#)

[Section 3-B FMLA \(Family Medical Leave Act\)](#)

[Section 3-C LUNCH BREAKS](#)

[Section 3-D INJURY LEAVE](#)

Section 3-A LEAVES

Paid Time Off - PTO (Negotiated Agreement, Appendix K-1)

A full time faculty member shall be eligible for sixteen (16) full days of paid time off (PTO) leave each contract year. Part-time faculty members receive annual sick leave days on a prorated basis. If a faculty member does not use all their annual sick leave days by the end of the contract year, the unused days shall be added to the faculty member's accumulative total and the faculty member will begin the following year with a total number of PTO leave days equal to the sum of their annual and accumulative days, with the total not to exceed fifty (50). While personal leave may be taken without designating the reason for the leave, the following conditions will apply.

Limitations on and Approval of PTO (Negotiated Agreement, Appendix K-2, K-4, K-5 K-6)

The following limitations will be placed on PTO leave requests: Employees will be limited to taking 5 consecutive days, will be limited to taking 5 days of PTO leave per term or on a high sub days which is identified When the number of certified staff requests for PTO reaches hits 5%. In these circumstances, certified staff requests for PTO will not be allowed except in special and unavoidable circumstances. These included, but are not limited to: at the request of district or building leadership for professional purposes, when the leave is specifically related to illness or emergency situation, or for other urgent and unavoidable situations with the approval of the HR Director and Administrator. Documentation may be required. Employees at the request of district or building leadership for High Sub Days will be identified based on the number of leave requests in the system. When that number hits 5% of certified staff, no more PTO requests will be allowed. In special and unavoidable circumstances, PTO time may be allowed with approval of principal and HR Director and as long as the staff member can secure a sub. In the event that a staff member becomes ill on a threshold day, if they utilize PTO for emergency or illness on those days, the district may require proof of illness or emergency.

When possible, employees are asked to enter their leave 24 hours in advance, to provide time to secure a sub. In these situations, leave will be approved by the building principal. Sick leave will not be a different category of leave and employees will use their PTO as they would have used their sick time. The Kearney Public Schools District recognizes that unexpected situations may arise that require teachers to be home without providing notice. However, it is also important to provide oversight that avoids abuse and misuse. The sub-system will not require administrator approval for leave entered 24 hours prior to the absence. Teachers who have repeated use of sick or emergency leave or who are suspected of abuse may be contacted by their building principal or the Director of Human Resources and asked to provide clarification or documentation of their absences. Leave entered less than 24 hours prior to the absence will not be routed for approval, or subject to the other established limitations. However in these instances, documentation or proof of illness or emergency may be requested. by the Board of Education, Superintendent or Director of Human Resources.

Employees must use the 16 days in their annual allotment before accessing days from their bank. Thus, staff cannot use days in their bank for leave reasons and then receive a pay out on their annual allotment. The banked days will only be paid out upon ending employment.

The employee will not be required to use PTO days for district determined professional events. However, employee requested days will come out of their annual allotment of 16 days

Leave Pay Out (Negotiated Agreement Appendix K-3)

At the conclusion of each school year, employees will have two options with any remaining days from their annual allotment. Employees may add remaining days to their bank up to a max of 50. Employees may cash out any number of their remaining days from the annual allotment of 16 days. Once a staff member has added days to their bank, they will not be available for payout until the employee ends their employment with KPS. In subsequent years, employees can cash out any and all unused days in their allotment of 16, but must leave banked day in their bank. The 50 days in their bank will be paid out when they have ended their employment with the district either through retirement or resignation. Days that are cashed out will be compensated at the rate determined annually in the negotiated agreement (\$100 per day).

Family Medical Leave Act (Negotiated Agreement, Appendix K-2)

All negotiated leaves are used in conjunction with the provisions of the Family Medical Leave Act. The School District shall be entitled to require that paid leaves be substituted for unpaid leaves.

Legal and Civic Duty Leave

Absence with pay may be allowed by the Superintendent or his/her designee for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order. The Superintendent's or his/her designee's advance approval will be required.

Employees who receive a subpoena for appearance in court or who are required to serve on Jury Duty shall receive full pay for such absence from duty provided they comply with the stipulations listed below:

1. The employee must not be a litigant in the court action or proceeding.
2. The employee must present to the Human Resources Department the actual notice to appear for jury duty.
3. The employee will reimburse the district from any stipend received for services on the jury or as a witness in an amount equal to or less than wages paid by the district. If such remittance is not received in a timely manner, authorization for payroll deduction will be requested from the employee. Mileage reimbursements are not subject to remittance.
4. The employee must be scheduled to work on the day of court.

Professional Leave (Negotiated Agreement, Appendix K-20)

An employee who is an officer of a state or national professional organization may be granted up to three (3) days leave. Teachers may be granted one additional professional leave day to participate in school visitations or field experiences as required by advance degree coursework. Program requirements beyond one day/per program must be taken as personal leave. Prior approval by Human Resources Director is required. Other personal requests for professional leave may be granted at the Superintendent's discretion.

Emergency Inclement Weather / Jury Duty (Negotiated Agreement, Appendix K-21)

In cases of inclement weather, teachers are expected to be in attendance if school is in session. If teachers are absent from school, they may use a personal day or take a salary deduction to cover their absence. If called, employees may accept jury duty without any pay deduction. The employee is expected to remit to the district the amount they were paid for jury duty if that amount is less than their daily rate of pay from the school district.

Unpaid Absences (Negotiated Agreement, Appendix K-8)

When an employee has exhausted their personal leave days with no loss of pay for the above cases, they may request five (5) additional days of personal leave with full pay deduction. The employee's salary will be reduced by the amount equal to the hourly rate paid to the employee under the employee's contract of employment with the school district calculated upon the number of contract days specified in the employee's contract and a 7 1/2 hour working day.

Military Leave (Negotiated Agreement, Appendix K-9)

Military leave shall be granted as required by statute.

Health and Hardship Leave (Negotiated Agreement, Appendix K-10)

Leaves of absence for health and/or hardship reasons may be granted by the School Board upon the recommendation of the Superintendent. When health leave is required, a request shall be accompanied by a written statement from a physician indicating the necessity of such leave.

Leave of Absence

1. Negotiated Agreement, Appendix K-11 – An employee may be granted a leave of absence, without compensation, for personal reasons, for the remainder of the school year, provided that it does not in any way injure the program of the school. Scheduled increment adjustments in salary, and retirement credit shall not be allowed for such a leave.
2. Board Policy 4133 – After a minimum of three (3) years of employment in Kearney Public Schools, a teacher may apply for a one-year leave of absence. Criteria to be considered by the superintendent in recommending approval or denial of a request include:
 - No more than one elementary teacher and no more than one secondary teacher may be on leave during the same year. If more than one request is received from the Elementary or Secondary, the administration shall decide based on factors including the date of application, the reason for requesting leave, the subsequent value to the school district, and seniority;
 - Requests for the one-year leave of absence must be submitted in writing to the Superintendent prior to March 1;
 - A qualified replacement must be found before the leave is approved;
 - No salary or benefits will be paid to the teacher by the district during the year of absence. Continued group health insurance may be obtained, subject to the approval of the insurance carrier; the premiums for such insurance shall be paid by the teacher in advance. Upon return, the teacher will be placed on the salary schedule at the vertical step earned prior to the beginning of the leave period;
 - A teacher who wishes to return from leave shall notify the Superintendent in writing by March 1. If no such notice is received by March 1, the teacher is considered to have resigned. The school district shall not be responsible for reminding the teacher of the required return notice;
 - A teacher returning from leave is not guaranteed the same position held before the leave of absence. However, an effort will be made to arrange for the same or a comparable position placement; and
 - A teacher shall enter into a written agreement with the Board of Education setting forth the terms of such leave of absence.

Political Leave (Negotiated Agreement, Appendix K-12)

Upon request, certificated employees may be granted political leave in accordance with the following provisions:

1. With three (3) weeks' notice, certificated employees may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for their own election, should the certificated employee return to the same position held prior to the leave.
2. If the certificated employee is elected to the office, the Board may return the certificated employee to the same or mutually agreed upon position until such time that the elected term of office necessitates leaving

that teaching assignment. Any certificated employee may hold a political office, and continue as a certificated employee as long as it does not interfere with the contractual assignments and duties.

3. The Board may extend to the certificated employee who is elected to a political office, a leave of absence without pay for up to one (1) year.
4. At the conclusion of the political leave as required by the office to which the teacher was elected, the certificated employee may be returned to the same position, or one mutually agreed upon.

[Return to Beginning of Chapter 3](#)

Section 3-B FAMILY MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act (FMLA) allows eligible employees to take up to 12 weeks of unpaid, job-protected leave during a defined 12-month period to recover from illness or pregnancy or to care for sick family members. FMLA also incorporates military family leave entitlements.

In order to qualify for FMLA, an employee must have been employed by KPS for one year and worked a minimum of 1,250 hours during the 12-months preceding the date leave begins. For purposes of the FMLA, KPS's applicable "leave year" is a "rolling" 12-month period, measured backward from the date an employee uses any FMLA leave.

Basic Leave Entitlement

FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care or child birth;
2. To care for the employee's child after birth, or placement for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
4. For a serious health condition that makes the employee unable to perform the employee's job; or
5. For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from FMLA definitions of "serious health condition."

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, for 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

1. Interfere with, restrain, or deny the exercise of any right provided under FMLA;
2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information contact the U.S. Department of Labor, Wage and Hour Division at: 1-866-4US-WAGE (1-866-487-9243). Website: www.wagehour.dol.gov

[*Return to Beginning of Chapter 3*](#)

Section 3-C	LUNCH BREAKS - §79- 8, 107

Every school district shall provide each teacher with an uninterrupted lunch period of not less than thirty minutes each school day, and no teacher shall be assigned teaching, supervisory, or other duties during such lunch period, except that school district attendance centers having less than two (2) teachers shall be exempted from the provisions of this sections.

[*Return to Beginning of Chapter 3*](#)

Section 3-D	INJURY LEAVE (Board Policy 4063)

A district employee who believes that they have been physically injured within the employee's scope of employment by another individual who intentionally, knowingly, or recklessly caused bodily injury to such employee, must report such injury to the employee's administrator as soon as practical. An administrator will then investigate the circumstances to determine if the employee qualifies for paid injury leave. The employee may be required to provide confirmation from a physician regarding the causation and the period of time for which an employee is unable to work. If the administrator determines that the employee qualifies for paid injury leave, then the employee will receive up to seven (7) calendar days of paid injury leave to cover the amount of time that the employee was otherwise scheduled to work. Such paid injury leave will not count against the employee's other available leave.

If the administrator determines that the employee does not qualify for paid injury leave, then the employee may be required to use other available leave. There is no appeal process for an employee who has been denied a request for paid injury leave.

[*Return to Beginning of Chapter 3*](#)

[*Return to Table of Contents*](#)

CHAPTER 4 – Employee Expectations

[*Return to Table of Contents*](#)

<u>Section 4-A</u>	<u>ASSIGNMENT AND TRANSFER AND ASSIGNMENT OF DUTIES</u>
<u>Section 4-B</u>	<u>ATTENDANCE, PUNCTUALITY, REPORT TIME AND EXCESSIVE ABSENCES</u>
<u>Section 4-C</u>	<u>ABSENCE MANAGEMENT SYSTEM</u>
<u>Section 4-D</u>	<u>CONDUCT</u>
<u>Section 4-E</u>	<u>PROFESSIONAL PRACTICES CRITERIA (RULE 27)</u>
<u>Section 4-F</u>	<u>EMPLOYEE BEHAVIOR AS A MODEL TO STUDENTS</u>
<u>Section 4-G</u>	<u>PROFESSIONAL BOUNDARIES BETWEEN EMPLOYEES AND STUDENTS</u>
<u>Section 4-H</u>	<u>REPORTING OF CHILD ABUSE/NEGLECT</u>
<u>Section 4-I</u>	<u>NOTIFICATION OF ARREST, CRIMINAL CHARGES, AND CERTIFICATE, LICENSE OR CHILD ABUSE COMPLAINTS</u>
<u>Section 4-J</u>	<u>EMPLOYEE DRESS</u>
<u>Section 4-K</u>	<u>EMPLOYEES WITH TATTOOS AND/OR BODY PIERCINGS</u>
<u>Section 4-L</u>	<u>TUTORING</u>
<u>Section 4-M</u>	<u>EMPLOYEE ID BADGES</u>
<u>Section 4-N</u>	<u>BUILDING KEYS AND KEY FOBS</u>
<u>Section 4-O</u>	<u>CERTIFICATION</u>
<u>Section 4-P</u>	<u>CHANGE OF ADDRESS</u>
<u>Section 4-Q</u>	<u>PART-TIME ASSIGNMENTS</u>
<u>Section 4-R</u>	<u>SHARED CERTIFIED STAFF/TRAVEL & PLANNING TIME</u>
<u>Section 4-S</u>	<u>WORKPLACE THREATS & VIOLENCE</u>
<u>Section 4-T</u>	<u>ANTI-BULLYING</u>
<u>Section 4-U</u>	<u>DRUG FREE SCHOOLS, COMMUNITY & WORKPLACE</u>
<u>Section 4-V</u>	<u>TOBACCO-FREE ENVIRONMENT</u>
<u>Section 4-W</u>	<u>RESIGNATION OR REQUEST FOR RELEASE FROM CONTRACT</u>
<u>Section 4-X</u>	<u>RESIGNATION NOTIFICATION INCENTIVE</u>
<u>Section 4-Y</u>	<u>CONFLICT OF INTEREST</u>
<u>Section 4-Z</u>	<u>USE OF SCHOOL FACILITIES</u>
<u>Section 4-AA</u>	<u>ADHERENCE TO COPYRIGHTS & PATENT LAWS</u>
<u>Section 4-BB</u>	<u>SAFE DRIVING RECORD STANDARD FOR DRIVERS</u>
<u>Section 4-CC</u>	<u>TRANSPORTATION EMPLOYEES ANTI-DRUG PLAN</u>
<u>Section 4-DD</u>	<u>SEARCH AND SEIZURE</u>
<u>Section 4-EE</u>	<u>RIGHTS, RESPONSIBILITIES, DUTIES, & CLASSROOM ENVIRONMENT</u>

Section 4-A	ASSIGNMENT AND TRANSFER AND ASSIGNMENT OF DUTIES (Board Policy 4105)

Assignment and Transfer

The board reserves the right to reassign the work of the teacher at any time during the life of that teacher's contract through its superintendent of schools and the proper principal.

The teaching staff shall be assigned to the particular school building by the superintendent. Re-assignment may be made when, in the judgment of the superintendent, such reassignment or transfer is for the good of the school system. Teachers may apply for re-assignment with their building or the district through their principals, but the determination of the superintendent is final.

Assignment of Duties

The Superintendent shall have the authority to assign and reassign teachers and other staff to extracurricular activities and other specific activities, including supervision of pupils in halls, study halls, playgrounds, work on faculty committees and staff activities, and other duties necessary for the operation of the school.

[Return to Beginning of Chapter 4](#)

Section 4-B	ATTENDANCE, PUNCTUALITY, REPORT TIME AND EXCESSIVE ABSENCES

It is the practice of the KPS school district to require employees to report for work punctually and to work all scheduled hours. Certified Employees are expected to report by 7:45 a.m. and stay until 4 p.m. with a 30 minute duty free lunch (7.75 hours per day) Excessive tardiness and poor attendance disrupt workflow and productivity and will not be tolerated. Employees are expected to be engaged in carrying out their duties during all scheduled work time and should be ready to begin working at their scheduled starting time. Regular and dependable attendance is an essential function of each job.

Definition of excessive absence

To determine the point of excessive absenteeism for the certified employee, the following procedure will be used: The full-time certified employee works 185 contract days at eight (8) hours per day for a total of 1,480 hours per annual contract. The certified employee is granted 10 days of Sick Leave (80 Hours) per contract year up to an accumulation of 90 days. A rate of absence in excess of ten (10) days/ 80 hours (5%) would be considered excessive. Special consideration will be given in cases of serious illness and childbirth where the guidelines of the Family Medical Leave Act (FMLA) apply.

Certified employees should notify their principal or supervisor as far in advance as possible whenever they are unable to report for work, know they will be late, or must leave early.

[Return to Beginning of Chapter 4](#)

Section 4-C	ABSENCE MANAGEMENT SYSTEM

All certified employees are expected to use the Absence Management System to record time away from their job duty. The Absence Management System should be used for every absence regardless of whether or not a substitute is needed.

The Absence Management System can be accessed online. The link to the Absence Management System can be accessed on the Kearney Public Schools website (www.kearneypublicschools.org) by clicking on KPS STAFF LINKS then Absence Management/Substitute Placement System. The Absence Management System phone number is 1-800-942-3767.

Absences must be entered prior to or on the day of the absence. Employees are not able to enter absences after the day of the absence. Your user name is your phone number and your password is a four or five digit pin number. The Absence Management System can be used to record, review, or cancel absences. It can also be used to check your leave balances.

When an absence has been entered into the Absence Management System, the employee will receive a confirmation number. The confirmation number is assurance that the absence has been recorded in the system.

Staff should use one of the approved drop down options for their pre-arranged leave. The emergency leave category should only be used when the absence is of an urgent and unexpected nature that happens within less than 24 hours of the absence.

If you have any further questions regarding the Absence Management System for reporting absences, you may click on the “Help” for the Learning Center on the top right side of the screen or you may contact Dellene Bosard by email at dbosard@kearneycats.com or by phone at 308-698-8013.

[*Return to Beginning of Chapter 4*](#)

Section 4-D	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 and respectful 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 the district-wide no tobacco restriction.
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.
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.

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 4-E	PROFESSIONAL PRACTICES CRITERIA (RULE 27)

It is the expectation of Kearney Public Schools that all certificated staff shall comply with the professional practices criteria as set forth by the Nebraska Department of Education in Rule (chapter) 27. The following standards apply to all holders of public school certificates.

Preamble: The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this chapter.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in Nebraska with respect to ethical and professional conduct and are, therefore, declared to be the criteria of ethical and professional performance adopted pursuant to the provisions of Section 79-866 R.R.S. for holders of public school certificates. If the certificate holder is employed in a nonpublic school, that context shall be taken into account in the application of these standards.

Principle I - Commitment as a Professional Educator: Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity. In fulfillment of the educator's contractual and professional responsibilities, the educator:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of race, color, creed, gender, marital status, age, national origin, ethnic background, or disability.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Commissioner any known violation of Sections 004.02G, 004.04E, or 004.05B of this chapter.
10. Shall seek no reprisal against any individual who has reported a violation of this chapter.

Principle II - Commitment to the Student: Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfillment of the obligation to the student, the educator:

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the local board of education.
7. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public: The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of and confidence in the rule of law, a respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession. In fulfillment of the obligation to the public, the educator:

1. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair professional judgment.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
5. Shall not commit any act of moral turpitude or any felony under the laws of the United States or any state or territory, and shall not have a misdemeanor conviction involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21.
6. Shall, with reasonable diligence, attend to the duties of his or her professional position.

Principle IV - Commitment to the Profession: In the belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to the profession, the educator:

1. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
2. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
3. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V- Commitment to Professional Employment Practices: The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. In fulfillment of the obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
3. Shall give prompt notice to the employer of any change in availability of service.
4. Shall conduct professional business through designated procedures, when available, that have been approved by the employing agency.
5. Shall not assign to unqualified personnel, tasks for which an educator is responsible.
6. Shall permit no commercial or personal exploitation of his or her professional position.
7. Shall use time on duty and leave time for the purpose for which intended.

[Return to Beginning of Chapter 4](#)

Section 4-F	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. 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 cameras and to be familiar with the professional boundaries policy for KPS.

[Return to Beginning of Chapter 4](#)

Section 4-G	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.
- 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.

[Return to Beginning of Chapter 4](#)

Section 4-H	REPORTING OF CHILD ABUSE/NEGLECT (Board Policy 5402)

The District and its employees will follow applicable state laws in the reporting of suspected cases of abuse or neglect. Any employee of the 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.

[Return to Beginning of Chapter 4](#)

Section 4-I	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.

[Return to Beginning of Chapter 4](#)

Section 4-J	EMPLOYEE DRESS

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.

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.

[Return to Beginning of Chapter 4](#)

Section 4-K	EMPLOYEES WITH TATTOOS AND/OR BODY PIERCINGS

While it is becoming more commonplace for employees to have tattoos, the expectation is that tattoos and/or body piercings be in good taste, do not cause a distraction in the workplace for other employees and students, and do not promote drugs, alcohol, or violence. It is preferable that the tattoo be covered whenever possible. The supervisor of the employee will determine the appropriateness of the tattoo and/ or body piercings. The employee is reminded that they are expected to be good role models for students.

[Return to Beginning of Chapter 4](#)

Section 4-L	TUTORING (Board Policy 4123)

A professional employee may not provide private tutoring or professional services in exchange for compensation from a source other than the School District without advance approval of the Superintendent:

1. to a child that the employee teaches or provides professional services in the course and scope of the employee's duties to the School District; or
2. in a facility owned or under the control of the District; or
3. during the employee's duty hours.

Professional employees who accept engagements to provide private tutoring or professional services are to make clear that the services are not being provided on behalf of the School District to the extent the recipient of the services may in any way otherwise be caused to believe the services are provided through the School District.

[Return to Beginning of Chapter 4](#)

Section 4-M	EMPLOYEE ID BADGES

All KPS employees are required to wear KPS identification badges. These ID badges help ensure that only authorized personnel have access to district buildings. ID badges need to be worn during work hours. 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 the Human Resources Department at 698-8012 to obtain a replacement.

[Return to Beginning of Chapter 4](#)

Section 4-N	BUILDING KEYS AND KEY FOBS

The word "key" is to include any device used to unlock a door such as a key, electronic key fob or electronic key card. Individuals who are assigned a key are responsible for the security of that key. It is the responsibility of each person who has been issued a key to be vigilant in its use in order to maintain security.

All building keys are the property of Kearney Public Schools. Improper or unauthorized use, such as reproduction, lending of, or use for entry into non-authorized areas may result in the revocation of the key and may include disciplinary actions. Employees shall not loan or transfer keys to anyone. The person to whom a key has been issued will be held responsible for the use of that key. Any person found to be in possession of an unauthorized key shall be liable for its use and subject to disciplinary and legal action.

Lost or stolen keys must immediately be reported to the building administrator. A replacement charge reflecting the time and expense of the key replacement will be assessed for each lost or stolen key. Requests for keys lost due to theft should be accompanied by a police report. Damaged or worn keys will be replaced at no charge provided the old key is returned to the building administrator and shows no signs of intentional abuse. Building keys will only be made or duplicated by the Buildings and Grounds Department.

All keys must be returned to the building administrator or their designee when the employee's duties no longer necessitate the need for a key. The employee cannot pass on a key to another or new employee.

[Return to Beginning of Chapter 4](#)

Section 4-O	CERTIFICATION

Newly employed certificated staff members shall present their current certificate to the Superintendent of schools to be registered. The original or a copy of the certificate will be kept on file in the Central Office during the term of employment. It is necessary that this be completed by the beginning of the first contract day. Certificated staff members already on staff who renew their certificates or secure advanced certificates will be required to follow the same procedure as outlined above.

Each certificated staff member shall hold at all times a valid Nebraska teaching or administrative certificate. It is the responsibility of all certificated staff members to keep their certificate current. Failure to obtain or keep in full force a valid teaching or administrative certificate shall constitute cause for suspension, non-renewal, termination, or cancellation of employment or grounds for rescission or declaring an employment contract as null and void and of no force or effect. Maintaining a valid certificate is at all times a condition precedent to teaching or administrative employment in this school district.

All certificated staff members shall be properly certificated for the grade levels of instruction or administration to which they are assigned and must possess the basic preparation in any subject area taught or supervised.

[Return to Beginning of Chapter 4](#)

Section 4-P	CHANGE OF ADDRESS

The Human Resources Department must be notified by an employee of any change of address or telephone number as soon as it occurs. Employees are asked to also report a change of address or phone number to their school secretary.

[Return to Beginning of Chapter 4](#)

Section 4-Q	PART-TIME ASSIGNMENTS

Part-time Certified Staff are expected to attend Staff Meetings, in-service sessions, and building events generally in proportion to their full-time employment equivalency. The .50 FTE certified employee would be expected to attend at least one-half of the staff meetings, in-services, or special building events. Because the events and expectations at each building are different, it is essential that the part-time staff member talk with the Principal about the expectations for attendance at these events to work out an attendance procedure that is satisfactory. In some instances, the part-time staff member will be required to attend all of a full day event. In this case, the form entitled, "Authorization for Part-Time Staff for Additional Pay" will be used.

Part-time Certified Staff Schedules are developed by the Principal. If an event is scheduled on a day when the part-time employee is not normally at work and attendance is required, the employee should see the principal to identify the expectations for attendance and participation. The principal develops the work schedules.

[Return to Beginning of Chapter 4](#)

Section 4-R	SHARED CERTIFIED STAFF /TRAVEL & PLANNING TIME

Certified Staff who are assigned to more than one building are to work with the principals to collaboratively develop a schedule that reflects adequate travel and planning time for the assignment. The Human Resource Department is available to assist with information regarding scheduling and time requirements.

[Return to Beginning of Chapter 4](#)

Section 4-S	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).

[Return to Beginning of Chapter 4](#)

Section 4-T	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.

[*Return to Beginning of Chapter 4*](#)

Section 4-U	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 unlawful manufacture, sale, distribution, possession, being under the influence or unlawful use of illicit drugs or unlawful use of alcohol outside of the workplace or on off-duty time shall be deemed unprofessional conduct and conduct which substantially interferes with the continued performance of duties.
3. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited.

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 detectable 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 5 calendar days) 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.

[Return to Beginning of Chapter 4](#)

Section 4-V	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.

[Return to Beginning of Chapter 4](#)

Section 4-W	RESIGNATION OR REQUEST FOR RELEASE FROM CONTRACT (Board Policy 4106)

Resignations or requests for release from a contract must be presented in writing to the Board of Education via the Superintendent of Schools not less than thirty (30) days before the effective date of release, but not later than March 15 of the current school year. Any certificated staff member requesting a release from a contract after the date of March 15 of the current school year may be considered for release subject to the conditions, including liquidated damages, payment of costs of securing a replacement, and the condition that a suitable replacement be secured, as determined by the administration. Board action will be final. Where a certificated employee leaves employment without receiving an approved release, the Superintendent is authorized to file a complaint with the Nebraska Professional Practices Commission. The board also reserves the right to seek damages against any certificated employee as a result of breach of contract.

[Return to Beginning of Chapter 4](#)

Section 4-X	RESIGNATION NOTIFICATION INCENTIVE

Eligible certificated staff members who submit their intent to resign or retire effective at the end of the school year, no later than November 11, 2022, will receive a \$500 stipend which will be paid on or before the employee's final payroll. An employee is eligible for the incentive if they:

1. are at least 0.50 FTE, and
2. complete the entire school year before separation commences.

An employee is NOT eligible for the incentive if:

1. they are receiving long-term disability benefits; or
2. his or her employment is terminated by the District.

[Return to Beginning of Chapter 4](#)

Section 4-Y	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.

[Return to Beginning of Chapter 4](#)

Section 4-Z	USE OF SCHOOL FACILITIES

Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, and make sure that the entry door is fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

[Return to Beginning of Chapter 4](#)

Section 4-AA	ADHERENCE TO COPYRIGHTS & PATENT LAWS (Board Policy 4021)

It is the intent of the Kearney Public Schools to adhere to the provisions of U.S. Copyright Law and the Patent Act. All parties, including administrators, teachers, other staff members and students are prohibited from using, copying or transmitting materials not specifically allowed by fair use, copyright or patent law, licenses or contractual agreements or permission. All staff shall be responsible for informing themselves and reviewing relevant information pertaining to copyright and patent rules, fair use, District licenses or contractual agreements and permissions. Anyone who disregards this copyright and patent policy is in violation, assumes all responsibility for infringement, including possible civil liability and criminal prosecution and may be subject to disciplinary action including termination from employment. The District does not assume any legal responsibility for any infringement of copyrights, patents, or other proprietary rights. Copyright and patent information will be provided to assist employees so that they can perform their duties within the intent of the law. The District Departments of Library Media Services or Computing Services should be contacted regarding any questions.

All staff shall also respect the copyright, patent and proprietary rights of any materials accessed through the District's network system or technology resources. Staff may not use or duplicate copyrighted or patented materials, graphics, software (including district-owned or licensed software) or other proprietary materials without permission from the copyright or patent holder, unless the use falls within fair use parameters, licenses, or contractual agreements or permissions, whether for personal use or for the use of others.

[Return to Beginning of Chapter 4](#)

Section 4-BB	SAFE DRIVING RECORD STANDARD FOR DRIVERS (Board Policy 4240.2(a))

Standard for Pupil Transportation Vehicle Drivers: Each person who is required to have a permit to operate a pupil transportation vehicle for this School District shall meet all requirements to hold and continue to hold a pupil transportation operator's permit. One of the requirements for obtaining such a permit is that the person have a record of satisfactory driving as determined by Board policy. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 20 years; or
4. Accumulation of 5 or more points under the motor vehicle operator's license point system within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Small Vehicles for Activity Trips: Each person who drives a small vehicle (car or van) other than a pupil transportation vehicle for school activities and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 20 years; or
4. Accumulation of 5 or more points under the motor vehicle operator's license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Other School Vehicles: Each person who drives a school vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position requires driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 10 years; or
4. Accumulation of 6 or more points under the motor vehicle operator's license point system within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by

the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Superintendent or Superintendent's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with the District and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

[Return to Beginning of Chapter 4](#)

Section 4-CC	TRANSPORTATION EMPLOYEES ANTI-DRUG PLAN (Board Policy 4030.1)

The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and drug testing of safety-sensitive employees in the aviation, motor carrier, railroad and mass transit industries. The Federal Highway Administration requires alcohol and drug testing of drivers who are required to have a commercial driver's license. The district will implement all regulations and practices to insure compliance with Omnibus and MAP-21 Act per Board Policy 4030.1.

Kearney Public Schools has a vital interest in maintaining safe, healthful and efficient working conditions for all of its employees. Being under the influence of a drug or alcohol on the job poses serious safety and health risks, not only to the user, but to all those who work with or otherwise come into contact with the user. The possession, use, or sale of illegal drugs or alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations.

It is the School District's right, obligation, and intent to maintain a safe, healthful, and efficient working environment for all of its employees and to protect company property, equipment, and operations from the risks associated with drug and alcohol use in the workplace. Employees in "safety-sensitive" positions, as defined by the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and regulations promulgated hereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. This Anti-Drug Plan can be altered or modified without prior notice.

Policy Application

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

Drug Awareness Program

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

Prohibited Conduct

The Kearney Public Schools prohibits the following conduct:

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

4. Tampering with a specimen provided for drug testing for the purpose of altering the results of the drug test.

Testing for Controlled Substances

1. Pre-Employment Testing – Kearney Public Schools will require all applicants it intends to hire to be tested for the use of controlled substances as a pre-qualification condition. Applicants who test positive for the use of controlled substances, or who refuse to submit to such testing, will be disqualified from further hiring consideration.
2. “Reasonable Cause” Testing – Kearney Public Schools will require current employees to submit to testing for controlled substances when it believes there is “reasonable cause” to suspect a violation of this policy. “Reasonable cause” includes irrational or unusual behavior, reporting to work in an apparent unfit condition, and conduct of a similar nature.
Employees who are requested to undergo “reasonable cause” testing will be transported to the Collection Site by a school representative. The employee will be required to submit to the drug test. Any attempt to invalidate or tamper with the test will subject the employee to disciplinary action, up to and including termination.
3. Post-Accident/Injury Testing – As soon as practicable following an accident involving a commercial motor vehicle, the School District will require an alcohol test for the surviving driver who was performing safety-sensitive functions with respect to the vehicle, if the accident involved:
 - a. A citation under State or local law for a moving traffic violation arising from the accident,
 - b. A fatality,
 - c. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - d. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the School District to have refused to submit to testing.
4. Random Testing – Federal regulations also require random testing of commercial licensed drivers for controlled substances. The regulations specify that such tests must equal or exceed 50% of the total number of drivers on an annual basis. All drivers will be required to submit to testing for controlled substances under random testing procedures established by the school.

Penalties for Violations

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

[Return to Beginning of Chapter 4](#)

Section 4-DD	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.

[Return to Beginning of Chapter 4](#)

Section 4-EE	RIGHTS, RESPONSIBILITIES, DUTIES, & CLASSROOM ENVIRONMENT (Board Policy 4020)

Any person employed with the Kearney Public Schools agrees to perform the responsibilities and duties as assigned in a safe and efficient manner.

All employees must follow all Kearney Public Schools policies, regulations, assessment and curriculum guidelines, testing procedures and protocols, division bulletins or directives, work rules, professional agreements, employee handbooks, and procedural handbooks/manuals. All employees shall obey all lawful and proper orders, instructions, and directives issued by a supervisor either orally or in writing.

Employees are accountable for the proper use and care of District equipment and supplies.

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly, and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays), and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

[Return to Beginning of Chapter 4](#)

Section 4 - FF	PARENT TEACHER CONFERENCES

Teachers are expected to be present at scheduled parent-teacher conference nights without exception. The district will make every effort to schedule the conference nights so that KPS does not have other activities scheduled which create personal or professional conflicts. Teachers will earn two days of compensation time for working three nights. Conference nights will be scheduled from 5:00-9:00 with a 30 minute break for dinner scheduled by each teacher. Break times will be communicated in advance so parents know when a teacher will not be available on a given night. In the rare circumstance that a teacher cannot attend a conference night, the teacher will secure permission from their principal with the principal notifying Human Resources of the absence. The teacher will be docked a .5 PTO day for each conference night missed. If the teacher has exhausted their PTO leave, they will submit an unpaid leave. If the conference night is disrupted by weather, or a different district initiated emergency event, the conference night will be rescheduled by the building and district with attendance required. If the rescheduled day and time cannot be attended, the teacher will contact their principal who will work with the HR Department for a plan of action. Conference attendance can not be made up at other times--attendance is expected with leave used when a teacher does not attend.

Section 5 - GG LONG TERM SUB PREPARATION

KPS recognizes that certain situations may cause a classroom teacher to be gone from their position for more than 10 days. In these circumstances, every effort will be made to secure a consistent sub to cover for the teacher. It will be the responsibility of the teacher to leave detailed sub plans that provide the individual with enough information to successfully continue the class targets and objectives. It is not the responsibility of the teacher to take daily attendance, attend meetings, or conduct daily grading of materials. The substitute will be responsible for those day to day tasks. Teacher may be asked to provide these detailed plans to their building principal prior to their absence so that the principal can make plans for coverage. Although not responsible for day to day tasks, the teacher will still be responsible for issuing the final grade for a student on a report card or at the end of a grading term if their absence occurs during this transition.

[Return to Table of Contents](#)

CHAPTER 5 – Use of District Internet, Computer, Email and Social Media

[Return to Table of Contents](#)

[Section 5-A INTERNET SAFETY AND ACCEPTABLE USE POLICY](#)

[Section 5-B E-MAIL/INTERNET ACCESS](#)

[Section 5-C DISTRICT INTERNET WEB AND SOCIAL MEDIA](#)

Section 5-A	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.

Students (K-12) at Kearney Public Schools receive instruction on Internet Safety, which is embedded in a variety of curriculums and taught by the school librarians, technology instructors, elementary counselors, and business instructors. This curriculum includes materials related to personal safety on the Internet, appropriate use of social networking sites, cyber-bullying, and other topics that encourage digital citizenship. A copy of the scope and sequence for the KPS Internet Safety Curriculum may be found in the district Curriculum Office or District Media Office.

1. Definitions. Key terms are as defined in CIPA. “Inappropriate material” for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District’s online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
6. Parental Consent. The District shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
7. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the District's Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the District shall inform the Superintendent or designee in writing if they do not want their child to have access.

The Superintendent and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses.
The following are unacceptable uses of the technology resources:
 - a. **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.
 - b. **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.

Occasional use that the Superintendent or designee determines to ultimately facilitate the mission of the District is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the District: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the District's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for non-school use; or sending an e-mail related to one's own private consulting business.

- c. 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.
- d. 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,
 - 1. 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).
 - 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 - 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 - 4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 - 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
 - 6. 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.
 - 7. Users shall not engage in any form of vandalism of the technology resources.
 - 8. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. 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:
 - 1. To access any material contrary to the Internet Safety Policy; or to create or generate any such material.
 - 2. To engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
 - 3. 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.
 - 4. To engage in or promote violations of student conduct rules.
 - 5. To engage in illegal activity, such as gambling.
 - 6. In a manner contrary to copyright laws.

7. In a manner contrary to software licenses.

5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed District training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Superintendent. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District’s computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent’s designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful will be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

[Return to Beginning of Chapter 5](#)

Section 5-B	E-MAIL/INTERNET ACCESS (Board Policy 4037)

“E-Mail”/Internet Access

The District offers staff and students of the Kearney Public Schools access to the district computer network, including electronic mail (“e-mail”) and the Internet. To gain access to electronic mail (e-mail) and the Internet, all staff must sign and return the “Staff Agreement” form to the central office. Likewise, to gain access to e-mail 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 e-mail 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 e-mail and the Internet will enable staff and students to explore thousands of libraries, data bases, 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.

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 administering 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.

[Return to Beginning of Chapter 5](#)

Section 5-C	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 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 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.

[Return to Beginning of Chapter 5](#)

[Return to Table of Contents](#)

CHAPTER 6 – Anti-Discrimination & Anti-Harassment

[Return to Table of Contents](#)

[Section 6-A ANTI-DISCRIMINATION, ANTI-HARASSMENT & ANTI-RETALIATION](#)

[Section 6-B AMERICANS WITH DISABILITIES ACT \(ADA\)](#)

Section 6-A	ANTI-DISCRIMINATION, ANTI-HARASSMENT & ANTI-RETALIATION (Board Policy 4002.1)

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 –

Mrs. 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.

[Return to Beginning of Chapter 6](#)

Section 6-B	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.

[Return to Beginning of Chapter 6](#)

[Return to Table of Contents](#)

CHAPTER 7 – Grievance & Complaint Procedure

[Return to Table of Contents](#)

[Section 7-A GRIEVANCE PROCEDURE](#)

[Section 7-B COMPLAINT PROCEDURE](#)

Section 7-A	GRIEVANCE PROCEDURE(Negotiated Agreement Appendix M)

Should grievances arise between School District #7 and the Kearney Education Association or teachers under this contract (including provisions of teaching contracts, negotiated settlements, board policies, and supporting rules and regulations), such grievances shall be taken up for settlement under the following procedure within thirty (30) calendar days after the employee and the administration are both aware of the incident.

Step 1: The grievance shall be presented orally by the teacher(s), with or without a representative of the Professional Rights and Responsibilities Committee of Kearney Education Association, to the building principal or the teacher's/teachers' supervisor.

Step 2: If a satisfactory adjustment of such grievance shall not be reached within three (3) school days, it may be presented in writing to the building principal or immediate supervisor of the grievant(s) who will within five (5) school days thereafter present a decision thereon in writing to the grievant(s).

Step 3: If a satisfactory adjustment of such grievance shall not be reached, it may be presented in writing to the Superintendent or his/her designated representative who will within five (5) days present a decision thereon in writing to the grievant(s).

Step 4: If a satisfactory adjustment of such grievance shall not be reached, it shall be presented in writing to the Board of Education. Within thirty (30) school days after receiving the written appeal, the Board of Education or committee shall meet with the aggrieved person(s) and with the representative(s) of the Professional Rights and Responsibilities Committee for the purpose of resolving the grievance. The decision of the Board of Education shall be rendered in writing within ten (10) school days. If a satisfactory adjustment of such grievance shall not thereby be reached, the Board of Education recognizes the right of the grievant(s) to judicial process.

Step 5: If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step III. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person(s) does not wish to do so.

[Return to Beginning of Chapter 7](#)

Section 7-B	COMPLAINT PROCEDURE

Solutions to problems and improvement of staff performance can only occur when all the facts are available to parents, board, administration, and teaching staff. The purpose of the complaint procedure is not intended to impede, replace, or circumvent the accepted evaluation that is to be accomplished by the principal.

Informal Complaint Procedure

Should complaints be received by a member of the Board of Education, that member should refer the complaint to the Superintendent. The Superintendent should immediately contact the principal or immediate supervisor of the person against whom the complaint is intended. The Superintendent and/or principal should contact the complainant immediately and in person, if possible, to show their concern regarding the complaint. When contact is made, arrangements should be made for a meeting between the complainant, the proper administrator, and the person against whom the complaint is intended. This meeting should be as informal as possible with the hope that understanding and resolution can be reached in an informal and constructive manner.

Should the complaint be lodged with the Superintendent, principal, or faculty member, the same procedure should be followed.

Every effort should be made to resolve the matter in the informal manner designated above. However, when the seriousness of the case warrants or when a solution has not been reached, the following formal complaint procedure should be followed:

Formal Complaint Procedure

Formal complaints not filed according to this procedure will not be acted upon nor shall they be recorded or given any other official recognition. Complaints against any faculty member(s) deemed not justified at any level of the procedure will not be entered in the teacher's permanent file or given any other official recognition.

1. Complaints against faculty members shall be filed with the building principal.
2. If the complainant chooses not to initiate the required procedure, and if in the judgment of the person(s) receiving the complaint, the alleged misconduct or reason for the complaint is of a sufficiently serious nature to warrant further investigation, the person receiving the complaint then becomes the complainant and may initiate the required procedure on his or her own volition.
3. A written record shall be made on the complaint forms, available in the Human Resources Office, and shall specify the faculty member(s) involved, details of alleged misconduct or reasons for the complaint, name of person(s) making the complaint and include any supportive evidence. The party making the complaint shall sign the complaint.
4. Within five (5) school days upon receipt of the signed complaint against any faculty member(s), the Principal shall meet privately with the faculty member(s) and shall provide the faculty member(s) with a copy of the complaint and discuss the complaint. This shall not be considered a formal hearing.
5. The faculty member shall respond to the complaint by Completing Complaint Form B, which shall be attached to the complaint.
6. The Principal shall complete Form B with a recommendation in regard to the complaint and send one copy to the faculty member(s) against whom the complaint is lodged, one to the Superintendent, and shall keep a copy on file.
7. The Principal shall notify the person filing the complaint of the recommendation in writing. This notification shall be dated within twenty (20) school days of the receipt of the complaint.
8. Either the complainant or the faculty member(s) against whom the complaint is filed shall have the right to request a meeting with the Superintendent, should either party be dissatisfied with the Principal's decision. The faculty member(s) against whom the complaint is lodged may also write a rebuttal to the Superintendent regarding the Principal's decision.
9. If either party has asked for a meeting with the Superintendent, a meeting will be scheduled with all parties involved, within five (5) school days of the request. This shall not be considered a formal hearing.
10. The Superintendent, or his/her designee, shall complete Form C with a recommendation in regard to the complaint and send one copy to the faculty member(s) against whom the complaint is lodged one to the principal, and shall keep one copy on file.
11. The Superintendent, or his/her designee, shall notify the person filing the complaint of the recommendation in writing. This notification shall be dated within ten (10) school days of the meeting of all involved parties.
12. The complainant, the faculty member(s), or the Superintendent, or his/her designee, may request a formal hearing before the Board of Education. The Superintendent, or his/her designee, shall forward copies of all proceeding materials relating to the complainant to the Secretary of the Board of Education.
13. At the formal hearing, the faculty member(s) has the right to be confronted by the person bringing the complaint, the right to cross-examine and rebut, and the right to have a counsel, advisor, or representative present. All parties previously involved in the decision must be present at the hearing.
14. Disposition of the complaint by the Board of Education shall be made in writing to the parties involved.

[Return to Beginning of Chapter 7](#)

[Return to Table of Contents](#)

CHAPTER 8 – Professional Growth and Advancement

[Return to Table of Contents](#)

[Section 8-A PROFESSIONAL GROWTH](#)

[Section 8-B PROFESSIONAL ADVANCEMENT ON THE SALARY SCHEDULE](#)

Section 8-A	PROFESSIONAL GROWTH

All certified employees of the Kearney Public Schools are required to attain ninety (90) clock hours of professional growth every six years in accordance with Nebraska State Statute 79-830. Nebraska Statute requires professional growth for permanent certificated employees; however, KPS probationary and part-time certified employees will also be expected to pursue and complete the same professional growth plan as that identified in the ensuring procedures. The Human Resources Office will notify certified employees of their six year period start and end dates. Kearney Public Schools will verify attainment of 90 clock hours by having certified employees complete and submit a Professional Growth Folder.

Record of Growth Activities and Hours

Kearney Public Schools provides a Professional Growth Folder for each certified employee to use in keeping a record of their professional growth activities. The folder is designed with space to list activities and keep a running total of the growth hours. Inside the folder, the employee should place artifacts from the professional growth activity so that there is evidence of the work completed. It is suggested employees update their folder once each year instead of waiting until the end of the 6 year period to record their professional growth hours. Professional Growth Folders are available from the Human Resources office.

The type of professional growth activities which will count for growth hours is listed on the folder. In general, most professional activities will be allowed for growth hours. It is to be noted that even if the employee is taking part in the activity during their regular work hours, the activity can be counted for growth hours. The concept is that the employee is taking part in a professional activity by which they are expanding their professional skills.

Procedure for submitting Professional Growth File

1. Kearney Public Schools will verify attainment of 90 clock hours by having certified employees complete and submit a Professional Growth Folder to their building principal/supervisor.
2. Certified employees can submit their Professional Growth Folder any time during the six year period after 90 clock hours have been attained. Employees may choose to submit their Professional Growth Folder as soon as they attain 90 clock hours; or employees can wait to submit their Professional Growth Folder at the end of their six year period including a complete listing of the professional growth activities which the employee has participated in over the past six years.
3. To submit the Professional Growth Folder, employees sign the folder and submit the folder to their building principal/supervisor.
4. The building principal/supervisor reviews the activities on the Professional Growth Folder and verifies them to the extent deemed necessary. In turn, the building principal/supervisor will sign the Professional Growth Folder and forward it to the Human Resource Director for final action.
5. After the Professional Growth Folders are reviewed and approved by the Director of Human Resources, the completed Professional Growth Folder will be returned to employees along with a letter indicating their completion of the Professional Growth requirement.
6. A letter indicating completion of the 90 clock hour requirement in the six year period will be inserted into the employee's Central Office file.

Professional Growth Credits

Credit will be based on an hourly participation in a professional growth activity. For each hour of participation, an hour is earned. Certified staff must earn 90 hours within six years of employment. Growth hours may be earned in the following categories:

- Category 1 College Course Work – Each hour of college course work is valued at 15 hours.
A 3-hour credit course is valued at 45 clock hours.
- Category 2 District Course Work
- Category 3 Educational Workshops
- Category 4 College or District Teaching
- Category 5 Teaching Adult Education Classes
- Category 6 Conducting Workshops
- Category 7 Professional Work with Kearney Public Schools Committees or Professional Organizations
- Category 8 Supervision of a Student Teacher or a Field Experience Teacher or Mentoring a New Teacher – This will be valued at 10 contact hours. This is an exception to the hour for hour contact credit.

[Return to Beginning of Chapter 8](#)

Section 8-B	PROFESSIONAL ADVANCEMENT ON THE SALARY SCHEDULE

To professionally advance on the salary schedule, certified employees must submit an application to Human Resources for approval of graduate hours prior to taking the courses. The [Salary Advancement Application](#) form is available on the KPS website.

Professional advancements on the salary schedule are granted each year in September by the Board of Education at their regular monthly meeting. Certified employees can advance horizontally on the salary schedule with successful completion of nine (9) graduate college credit hours from an accredited college or university. The graduate hours must be related to the field of education or the teacher's professional field. To advance horizontally on the salary schedule, employees must submit an application to Human Resources for approval of graduate hours prior to taking the courses.

Such credit must be completed by September 1 and verification of credit shall be by official transcript. Only an official transcript direct from the college or university will be accepted for credit verification. Neither a copy of a transcript nor a grade report from the class will be accepted for credit verification. If the transcript is inadvertently sent directly to the employee, the sealed envelope should be sent to the HR office. The HR office will accept the transcript as long as the envelope hasn't been opened. Some colleges are now using an electronic system to send official transcripts. If that's an option, please use the following email address for the district contact: bobhastings@kearneycats.com. When a delay is caused by a college or university, official transcripts will be accepted after September 1 with prior approval by the Human Resources Director.

Graduate college credit hours used for salary advancement in the BA+ range must have been earned after the BA Degree was earned. Credit hours for salary advancement in the MA+ range must have been earned after the MA Degree was earned. No hours earned prior to the date the MA Degree was earned will carry over from the BA level to be counted for MA+ hours.

Employees obtaining the necessary hours to move horizontally on the pay schedule after being frozen at the final level in a column will only be allowed to move one vertical step per year. An employee can advance more than one horizontal step per year with successful completion of the requisite number of graduate hours.

For further details regarding professional advancement, contact the Human Resources Director.

[Return to Beginning of Chapter 8](#)

[Return to Table of Contents](#)

CHAPTER 9 – T S E M

[Return to Table of Contents](#)

[Section 9-A TEACHER SUPERVISION and EVALUATION MODEL](#)

Section 9-A TEACHER SUPERVISION and EVALUATION MODEL (Board Policy 4108)

The Board of Education of Buffalo County School District 007, the Kearney Public Schools, believes that a strong and on-going teacher evaluation system is necessary to achieve excellence. It is from quantifiable information that decisions will be made regarding the performance of all the instructional staff. Teacher evaluation is designed to be a cooperative process between the administration and teachers in order to enhance the educational opportunities for all students in Kearney Public Schools.

The purposes of teacher evaluation in this district are to:

1. To improve the quality of instruction.
2. To provide procedures that are clear, equitable, and systematic for the evaluation of teacher performance.
3. To provide constructive feedback to individual educators.
4. To provide direction for staff development.
5. To aid institutions in identifying reasons for terminating personnel, and provide supportive documentation for action to amend, terminate, or not renew the contract of an employee.
6. To build professional collaborative relationships that unify teachers and administrators in the effort to educate students to their fullest potential.
7. To comply with Nebraska State Law.
8. To identify excellence in instruction.

To assure that the performance of each employee meets with district-defined standards for performance and supports the instructional goals of the district, the Board of Education directs the Superintendent of Schools to develop and implement a plan for the effective evaluation of all certificated teaching staff. Therefore, teachers will be appraised using the written evaluation plan and procedure approved by this Board.

Procedures for Teacher Evaluation

1. The criteria for teacher evaluation shall be tied to the instructional goals of the school district. Evaluation instruments shall be designed primarily for the improvement of instruction and shall include, at a minimum, the following criteria:
 - a. Planning and Preparation
 - b. The Learning Environment
 - c. Instruction
 - d. Personal and Professional Practice
2. Probationary certificated teachers shall be formally observed and evaluated at least once each semester for an entire instructional period during each school year and a formal summative evaluation shall be completed once per semester during each school year.
3. Permanent certificated teachers shall be formally observed and evaluated at least once during each school year, and a formal summative evaluation shall be completed at least once every four years.
4. The duration of each classroom observation to be used for formal evaluation shall be one complete instructional period.
5. Following any classroom observation, a written observation report shall be prepared by the evaluator.
6. A conference shall be scheduled with the teacher as soon as reasonably possible following the observation visit to present and discuss the written evaluation report. The evaluator and the teacher being evaluated

shall both sign the observation report to document that the observation has been conducted. Teachers are expected to read, sign and return all recorded documents that are part of the evaluation instrument. Such written signature will mean that the teacher has reviewed the document. Agreement will not be associated with the teacher's signature. A teacher may attach a written addendum within ten (10) working days to any one or all of the documents that require their written signature. In addition, teachers may request a copy of any of the forms or data used during the evaluation procedure.

7. Teachers' Responsibility. Teachers are expected to inform the responsible evaluator of instructional periods that would be conducive to an evaluation and to make themselves readily available for evaluations. In the event the responsible evaluator has not initiated the evaluation process nearing the time within which an evaluation is required to be completed, the teacher has the responsibility to notify the responsible evaluator such that the evaluation can be completed when due.
8. Failure to Complete Evaluations. For permanent teachers, a failure to complete evaluations with the designated duration and frequency shall not give the permanent teacher rights, but is to be considered in evaluating the responsible evaluator's performance.
9. Informal Observations and Evaluations. Informal observations and evaluations may be conducted as the administration determines to be appropriate.
10. Additional Observations and Evaluations. The duration and frequency of observations and written evaluations is specified as a minimum. Observations and evaluations of greater frequency or number than required may be conducted and made at the request of the teacher or at the discretion of the evaluator.
11. In preparing summative evaluations, evaluators are to consider not only the formal observations conducted, but also informal observations and other relevant information concerning the performance of the teacher in each of the evaluation criteria.
12. The evaluation process shall include written communication and documentation to the evaluated teacher specifying all noted deficiencies, specific means for the correction of the noted deficiency, and an adequate timeline for implementing the concrete suggestions for improvement.
13. As professionals, teachers may be assigned responsibility to provide suggestions for improvement plans or job growth strategies and shall have the duty of complying with such requests. Further, in the event improvement plans or other similar performance measures are implemented, teachers shall have the duty to comply with such plans. Teachers are expected to be cooperative, professional, and to exhibit a willingness to improve performance and to accept the constructive criticisms and suggestions of the evaluator.
14. All evaluators shall possess a valid Nebraska Administrative Certificate.
15. All evaluators shall be trained to use the evaluation system employed in the district. Any training necessary shall be provided by the district.
16. Annual written communication of the evaluation process to those being evaluated shall be made at the beginning of each school year.

[Return to Beginning of Chapter 9](#)

[Return to Table of Contents](#)



RECEIPT OF CERTIFIED EMPLOYEE HANDBOOK OF KEARNEY PUBLIC SCHOOLS

This signed receipt acknowledges that I am aware of and have reviewed a digital copy of the Certified 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

Return to the Human Resources Office



Kearney Public Schools

Classified Employee Handbook

2023-24

FORWARD

August 2023

Dear KPS Staff Member:

This Employee Handbook is intended to provide you with information about your employment with Kearney Public Schools. Although the information in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. It has been prepared as a guide and reference only. This handbook is not a contract, either expressed or implied.

This handbook was approved by the KPS Board of Education on the above listed date and supersedes any previous handbook. This handbook will be in effect until replaced by a later edition. The administration is responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make revisions at any time. Should a situation arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal laws and regulations, and the best interests of the District.

This handbook is intended to supplement the following document that deals with your KPS employment:

1) The Board of Education Policy Manual. This is a compilation of school district policies and administrative regulations as established by the Board of Education. You can access all the Board of Education policies on the KPS web site. Throughout this document there are references to district policies and policy regulations. Sometimes the section is composed of the entire policy or regulation and other sections contain only a portion of the policy or regulation. Many times a section contains actual policy language intermixed with day-to-day procedures.

In reading this handbook, please understand that where conflict exists, state or federal law and Board Policy supersede this handbook.

We hope this handbook will be helpful to you. Suggestions for improvement and additional information are always welcome.

Sincerely,

A handwritten signature in dark ink, appearing to read "Melissa Herrmann", with a long, sweeping horizontal line extending to the right.

Dr. Melissa Herrmann
Director of Human Resources

Table of Contents

CHAPTER 1 – Notice of Non-Discrimination and Designation of Coordinators	1
Section 1-A NOTICE OF NON-DISCRIMINATION	1
Section 1-B NOTICE OF DESIGNATION OF COORDINATORS	1
CHAPTER 2 – Employee Compensation and Benefits	3
Section 2-A SALARY	3
Section 2-B OVERTIME PAY	4
Section 2-C COMPENSATORY TIME	4
Section 2-D ELIGIBILITY FOR HEALTH BENEFITS	5
Section 2-E JOB COMBINATION FOR HEALTH BENEFIT ELIGIBILITY	6
Section 2-F HEALTH and DENTAL INSURANCE	6
Section 2-G SECTION 125 CAFETERIA PLAN	7
Section 2-H TAX SHELTERED ANNUITIES	8
Section 2-I VOLUNTARY GROUP LIFE INSURANCE	9
Section 2-J VOLUNTARY GROUP VISION INSURANCE	9
Section 2-K EMPLOYEE ASSISTANCE PROGRAM (EAP)	9
Section 2-L LONG TERM DISABILITY INSURANCE	10
Section 2-M WORKER’S COMPENSATION	10
Section 2-N EXPENSE REIMBURSEMENT - TRAVEL (Board Policy 3350)	11
Section 2-O RETIREMENT - NEBRASKA SCHOOL EMPLOYEES RETIREMENT SYSTEM	12
Section 2-P RETIREMENT HEALTH INSURANCE COVERAGE	12
Section 2-Q MEDICARE ELIGIBILITY	14
Section 2-R COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)	14
Section 2-S SUMMARY LIST OF ALL BENEFITS AND LEAVES	16
CHAPTER 3 – Employee Leave	18
Section 3-A LEAVES	18
Section 3-B VACATION	20
Section 3-C HOLIDAYS	21
Section 3-D FLEXIBLE TIME SCHEDULING	22
Section 3-E FAMILY MEDICAL LEAVE ACT (FMLA)	22
Section 3-F INJURY LEAVE (Board Policy 4063)	24
Section 3-G SUMMARY LIST OF ALL BENEFITS AND LEAVES	25
CHAPTER 4 – Employee Expectations	27
Section 4-A “AT WILL” EMPLOYEES	27
Section 4-B ATTENDANCE, PUNCTUALITY AND EXCESSIVE ABSENCES	27
Section 4-C ATTENDANCE DURING INCLEMENT WEATHER	28
Section 4-D CONDUCT	30
Section 4-E EMPLOYEE BEHAVIOR AS A MODEL TO STUDENTS	31
Section 4-F DISCIPLINARY PROCEDURES	31
Section 4-G TERMINATION PROCEDURES	32

Section 4-H PROFESSIONAL BOUNDARIES BETWEEN EMPLOYEES AND STUDENTS (Board Policy 4035.2)	32
Section 4-I REPORTING OF CHILD ABUSE/NEGLECT (Board Policy 5402)	33
Section 4-J NOTIFICATION OF ARREST, CRIMINAL CHARGES, AND CERTIFICATE, LICENSE OR CHILD ABUSE COMPLAINTS (Board Policy 4032)	34
Section 4-K PERSONAL APPEARANCE OF EMPLOYEES	35
Section 4-L EMPLOYEES WITH TATTOOS AND/OR BODY PIERCINGS	35
Section 4-M EMPLOYEE ID BADGES	35
Section 4-N BUILDING KEYS AND KEY FOBS	36
Section 4-O CHANGE OF ADDRESS	36
Section 4-P OUTSIDE EMPLOYMENT	36
Section 4-Q WORKPLACE THREATS & VIOLENCE (Board Policy 4052)	36
Section 4-R ANTI-BULLYING (Board Policy 4036)	37
Section 4-S DRUG FREE SCHOOLS, COMMUNITY & WORKPLACE (Board Policy 4030)	37
Section 4-T TOBACCO-FREE ENVIRONMENT (Board Policy 4031)	39
Section 4-U CONFLICT OF INTEREST (Board Policy 4033)	40
Section 4-V USE OF SCHOOL FACILITIES	40
Section 4-W ADHERENCE TO COPYRIGHTS & PATENT LAWS (Board Policy 4021)	40
Section 4-X SAFE DRIVING RECORD STANDARD FOR DRIVERS (Board Policy 4240.2(a))	41 41
Section 4-Y TRANSPORTATION EMPLOYEES ANTI-DRUG PLAN (Board Policy 4030.1)	42
Section 4-Z SEARCH AND SEIZURE (Board Policy 4035.3)	43
Section 4-AA RIGHTS, RESPONSIBILITIES, DUTIES, & CLASSROOM ENVIRONMENT (Board Policy 4020)	44
CHAPTER 5 – Use of District Internet, Computer, Email and Social Media	45
Section 5-A INTERNET SAFETY AND ACCEPTABLE USE POLICY (Board Policy 4037)	45
Section 5-B EMAIL/INTERNET ACCESS (Board Policy 4037)	48
Section 5-C DISTRICT INTERNET WEB AND SOCIAL MEDIA (Board Policy 4037.1)	50
CHAPTER 6 – Anti-Discrimination & Anti-Harassment	53
Section 6-A ANTI-DISCRIMINATION, ANTI-HARASSMENT & ANTI-RETALIATION (Board Policy 4002.1)	53
Section 6-B AMERICANS WITH DISABILITIES ACT (ADA) (Board Policy 4003)	58
CHAPTER 7 – Complaint Procedure	60
Section 7-A COMPLAINT PROCEDURE	60
CHAPTER 8 – Workplace Procedures	62
Section 8-A ELECTRONIC TIMEKEEPING SYSTEM	62
Section 8-B LUNCH BREAKS	62
Section 8-C REST BREAKS	62
Section 8-D PERSONAL CELL PHONE USAGE	62
Section 8-E JOB VACANCIES	63
Section 8-F ASSIGNMENT/TRANSFER	63

Section 8-G WORK SCHEDULE AND DUTY HOURS	63
Section 8-H EVALUATIONS	63
Section 8-I RESIGNATION	63
Section 8-J LEGAL AND ETHICAL GUIDELINES FOR PARAPROFESSIONALS	63
Section 8-K PARA PRO ASSESSMENT TEST	64
CHAPTER 9 – Classified Exempt Employees	65
Section 9-A DEFINITION OF CLASSIFIED EXEMPT EMPLOYEES	65
Section 9-B PERSONAL DAYS FOR CLASSIFIED EXEMPT EMPLOYEES	65
Section 9-C BENEFITS AND REQUIRED DAYS OF WORK	65
Section 9-D HOURS ON DUTY	66
RECEIPT OF CLASSIFIED EMPLOYEE HANDBOOK OF KEARNEY PUBLIC SCHOOLS	67

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

[Return to Table of Contents](#)

[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 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 –

Mrs. 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.

[Return to Beginning of Chapter 1](#)

Section 1-B NOTICE OF DESIGNATION OF COORDINATORS

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.

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.

[*Return to Beginning of Chapter 1*](#)

[*Return to Table of Contents*](#)

CHAPTER 2 – Employee Compensation and Benefits

[Return to Table of Contents](#)

<u>Section 2-A</u>	<u>SALARY</u>
<u>Section 2-B</u>	<u>OVERTIME PAY</u>
<u>Section 2-C</u>	<u>COMPENSATORY TIME</u>
<u>Section 2-D</u>	<u>ELIGIBILITY FOR HEALTH BENEFITS</u>
<u>Section 2-E</u>	<u>JOB COMBINATION FOR HEALTH BENEFIT ELIGIBILITY</u>
<u>Section 2-F</u>	<u>HEALTH and DENTAL INSURANCE</u>
<u>Section 2-G</u>	<u>SECTION 125 CAFETERIA PLAN</u>
<u>Section 2-H</u>	<u>TAX SHELTERED ANNUITIES</u>
<u>Section 2-I</u>	<u>VOLUNTARY GROUP LIFE INSURANCE</u>
<u>Section 2-J</u>	<u>VOLUNTARY GROUP VISION INSURANCE</u>
<u>Section 2-K</u>	<u>EMPLOYEE ASSISTANCE PROGRAM (EAP)</u>
<u>Section 2-L</u>	<u>LONG TERM DISABILITY INSURANCE</u>
<u>Section 2-M</u>	<u>WORKER'S COMPENSATION</u>
<u>Section 2-N</u>	<u>EXPENSE REIMBURSEMENT - TRAVEL</u>
<u>Section 2-O</u>	<u>RETIREMENT - NEBRASKA SCHOOL EMPLOYEES RETIREMENT SYSTEM</u>
<u>Section 2-P</u>	<u>RETIREMENT HEALTH INSURANCE COVERAGE</u>
<u>Section 2-Q</u>	<u>MEDICARE ELIGIBILITY</u>
<u>Section 2-R</u>	<u>COBRA</u>
<u>Section 2-S</u>	<u>SUMMARY LIST OF ALL BENEFITS AND LEAVES</u>

Section 2-A	SALARY

Pay Day

The KPS Board shall establish the compensation of the classified employees, and shall pay such compensation monthly on or before the 20th of the month. If the 20th falls on a weekend or holiday, payment will occur on the workday prior to the 20th.

Online Time Clock System and Time Sheets

Each hourly employee must document their working hours through the district's online time clock computer program. New employees are instructed on how to use this program at orientation. In some situations, employees may complete a paper time sheet for each pay period.

The pay period runs from the 11th of the current month through the 10th of the following month. Employee paychecks are direct deposited. If you have questions regarding your paycheck or the time clock system, please contact your supervisor.

Wage Determination When Employees Change Positions to a Different Job Classification

When employees wish to transfer from one position to a new position in a different job classification, it should not be assumed that the wage for the new position will be the same as the employee earned in their previous position. While the district values the work experience of each employee, it is not to be assumed that those work skills will be fully applicable to the new position.

The supervisor and the Human Resource Director will do an analysis of the job change to determine a fair wage for the transferring employee. Employees and supervisors are encouraged to clearly determine what it will mean for the employee in terms of wages and benefits when employees make a change in job classification within the

district. Arrangements for position transfers and wage determination are made through the Human Resources Department.

Salary Changes and Deductions

Pay increases in employees' salaries will normally occur at the anniversary of their employment. Employees may request that salary deductions be made for reasons approved by the Board of Education. 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.

Wage Deductions for Disciplinary Suspensions

The District's procedure is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such procedure uniformly to all similarly-situated employees, including exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may also be implemented for infractions of safety rules of major significance.

[Return to Beginning of Chapter 2](#)

Section 2-B	OVERTIME PAY

Overtime will be paid to non-exempt classified employees as required by law. Overtime pay for non-exempt classified employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of 40 hours in a work week. Holiday or vacation hours will not be counted toward the hours worked. The employee must actually work 40 hours to receive overtime. Employees with two or more non-exempt classified positions may be eligible for overtime pay based upon the total number of hours worked in one work week. The weighted average method of calculating pay will be used if applicable.

Employees must have authorization from their supervisor in advance to work overtime hours. Employees cannot self-assign overtime hours. A discussion should be held between the employee and the supervisor to establish the need for overtime hours.

The work week for all non-exempt classified staff for overtime purposes will be Monday beginning at 12:00 AM through 11:59 pm Sunday.

Compensatory time off in lieu of overtime pay may be implemented in accordance with the law. A classified employee shall not work overtime without the express approval of the employee's supervisor.

[Return to Beginning of Chapter 2](#)

Section 2-C	COMPENSATORY TIME

A non-exempt classified employee may request compensatory time in lieu of overtime pay when a supervisor requests a staff member work more than 40 hours in a work week.

The work week for all non-exempt classified staff for compensatory time purposes will be Monday beginning at 12:00 AM through 11:59 pm Sunday.

The compensatory or overtime rate is figured as 1 ½ times the number of hours worked in excess of 40 hours in any work week. Holiday hours will not be counted toward the hours worked. You must actually work 40 hours to receive compensatory time. Compensatory time may be accumulated up to 120 hours upon approval by the supervisor. When possible, compensatory time should be authorized rather than overtime pay. In order to receive compensatory time in lieu of overtime pay, a Compensatory Time Agreement will be executed by the employee and the school district. A written log of compensatory time accrual and usage will be maintained by the employee with oversight and approval by the supervisor. Employees may use compensatory time to take paid

time off only with the approval of their supervisor. Any accumulated Compensatory Time will be paid out when the employees end their employment.

[Return to Beginning of Chapter 2](#)

Section 2-D	ELIGIBILITY FOR HEALTH BENEFITS

There are three tiers of health benefits for classified/classified exempt employees based on hiring date. An explanation of each tier is described below.

Tier 1: Hired before July 11, 2005

Employees working at least 35 hours a week are eligible for Single Health/Single Dental Coverage or Cash-in-lieu. The district pays 100% of the premium for Single Health/Single Dental Coverage. For a Single Dental plan without Single Health coverage, the employee pays 100% of the premium.

For a health plan beyond Single Health (health coverage for spouse, children or full family), the district contributes \$8425.08 per year and the employee pays the difference between the district's contribution and the cost of the premium. For an employee with Single Health/Single Dental Coverage, the employee pays 100% of the premium for added Dental coverage (coverage for spouse, children or full family). Employee contributions to the premium will be deducted from the employee's paycheck. All coverage plans are for 12 months even if the employee only works 9, 10, or 11 months.

Cash-in-lieu is a benefit continued only to those employees who were taking cash-in-lieu prior to the policy change on September 22, 2010. For tier 1 employees who currently have insurance coverage, there will be no cash-in-lieu benefit if they decide to drop insurance coverage.

Tier 2: Hired on or after July 11, 2005 and before September 22, 2010

Employees working at least 35 hours a week are eligible for Single Health/Single Dental Coverage or Cash-in-lieu. The district pays a prorated amount of the premium for Single Health/Single Dental Coverage based on the employee's FTE (Full Time Equivalency). An employee with a 1.0 FTE works 40 hours a week for 12 months a year. For a 1.0 FTE employee, the district pays 100% of the premium for Single Health/Single Dental Coverage. For a .50 FTE employee, the district pays 50% of the premium for Single Health/Single Dental Coverage. For an employee with less than 1.0 FTE, the employee pays the difference between the district's contribution and the cost of the premium. For a Single Dental plan without Single Health coverage, the employee pays 100% of the premium. Employee contributions to the premium will be deducted from the employee's paycheck. All coverage plans are for 12 months even if the employee only works 9, 10, or 11 months.

For a health plan beyond Single Health (health coverage for spouse, children or full family), the employee pays the difference between the district's contribution and the cost of the premium. For an employee with Single Health/Single Dental Coverage, the employee pays 100% of the premium for added Dental coverage (coverage for spouse, children or full family). Employee contributions to the premium will be deducted from the employee's paycheck. All coverage plans are for 12 months even if the employee only works 9, 10, or 11 months.

Cash-in-lieu is a benefit continued only to those employees who were taking cash-in-lieu prior to the policy change on September 22, 2010. For tier 2 employees who currently have insurance coverage, there will be no cash-in-lieu benefit if they decide to drop insurance coverage.

Tier 3: Hired on or after September 22, 2010

Employees working 40 hours a week are eligible for Single Health/Single Dental Coverage. The district pays a prorated amount of the premium for Single Health/Single Dental Coverage based on the employee's FTE (Full Time Equivalency). An employee with a 1.0 FTE works 40 hours a week for 12 months a year. For a 1.0 FTE employee, the district pays 100% of the premium for Single Health/Single Dental Coverage. For a .50 FTE employee, the district pays 50% of the premium for Single Health/Single Dental Coverage. For an employee with

less than 1.0 FTE, the employee pays the difference between the district's contribution and the cost of the premium. For a Single Dental plan without Single Health coverage, the employee pays 100% of the premium. Employee contributions to the premium will be deducted from the employee's paycheck. All coverage plans are for 12 months even if the employee only works 9, 10, or 11 months.

For a health plan beyond Single Health (health coverage for spouse, children or full family), the employee pays the difference between the district's contribution and the cost of the premium. For an employee with Single Health/Single Dental Coverage, the employee pays 100% of the premium for added Dental coverage (coverage for spouse, children or full family). Employee contributions to the premium will be deducted from the employee's paycheck. All coverage plans are for 12 months even if the employee only works 9, 10, or 11 months.

There is no Cash in Lieu benefit for newly hired staff after Sept. 22, 2010.

[Return to Beginning of Chapter 2](#)

Section 2-E	JOB COMBINATION FOR HEALTH BENEFIT ELIGIBILITY

New job combinations to qualify for benefits must be approved by the Director of Finance, Director of Human Resources, Supervisor, and Building Principal. Job combinations will not automatically mean the inclusion of benefits.

Principals, Supervisors, and Employees are asked to be fully aware of the impact of hours worked on benefit eligibility before adjusting position hours. It is expected that any adjustment or change regarding hours and benefits will be coordinated with the Director of Finance and the Director of Human Resources who will make the final determination on the availability of benefits. Adjustment of job hours could have an effect on the employee's benefits so such action must be determined carefully and receive principal/supervisor approval.

[Return to Beginning of Chapter 2](#)

Section 2-F	HEALTH and DENTAL INSURANCE

1. Blue Cross Blue Shield Health Insurance of Nebraska (hereinafter "BCBS") - Employee/dependent eligibility for coverage is subject to the requirements set forth in the membership and underwriting guidelines and in the agreement between Educators Health Alliance (EHA) and BCBS.
2. Employees and dependents must enroll within 31 days of initial eligibility.
3. New Employees – New eligible employees must enroll within 31 days of employment.
4. Adding New Spouse – As long as BCBS receives the application within 31 days of the marriage, the new spouse will become effective as of the wedding date or on the first day of the month following receipt of the application.
5. Adding Dependents – BCBS must receive the enrollment form (marked "Change" at the top) within 31 days of the date the dependent becomes eligible.
6. Adding Newborns – If an employee is covered under a single membership, Nebraska law requires automatic coverage for newborns for a period of 31 days. In order to continue coverage beyond this time, the employee must request a change in coverage within the 31 day period and pay the additional premium. A new enrollment form must be completed to change coverage. Employees already enrolled under a family membership or employee/children membership must provide both their employer and BCBS with the newborn's name and date of birth within 31 days. This must be done by completing the EHA enrollment form.
7. Be aware of the concept of "coat-tailing" which means that if a spouse wants to come onto BCBS coverage along with a newborn, the spouse or other children may come on the first of the month following the baby's birth.
8. Adding an Adopted Child – Coverage will become effective on the date the employee legally assumed financial responsibility for the child (date of placement). When applying for coverage for an adopted child, the employee should provide written proof of the impending or final adoption. Such proof may

include agency placement papers, a letter of confirmation from an attorney, a birth certificate showing the adoptive parents' names, or any other written documentation of the adoption proceedings. No waiting periods for pre-existing conditions will be applied.

9. Adding Stepchildren and Grandchildren – BCBS must receive a Dependency Statement along with a completed enrollment form within 31 days following the date the dependent becomes eligible for coverage. This application is subject to eligibility review and approval.
10. Adding Dependents by Court Order – In some cases, the employee may be ordered by the court to provide health care coverage for a dependent. The employee must notify BCBS as soon as possible. A completed enrollment form noting the change, along with the Qualified Medical Child Support Order must be completed.
11. Types of Enrollment
 - a. Employee Only Membership – Covers the employee only.
 - b. Employee and Child(ren) Membership – Covers the employee and their dependent child(ren).
 - c. Employee and Spouse Membership – Covers the employee and their spouse.
 - d. Employee and Family Membership – Covers the employee, spouse, and their dependent child(ren).
 - e. Coverage for Children up to Age 26: The Affordable Care Act allows young adults to stay on their parents' health care plan until age 26 even if the young adults no longer live with his/her parents, is not a dependent or is no longer a student. This applies to married and unmarried children.
12. Effective Dates
 - a. New Hires and Dependents – As long as BCBS receives the enrollment form within 31 days of the date the employee and/or dependent becomes eligible, the effective date will be the first day of the month following receipt. Coverage may begin on the day the employee's employment contract goes into effect if specified on the application. The employer must contribute toward the premium as of the contract date.
 - b. Special Enrollees – The effective date for Special Enrollees who have lost other coverage will be the group's next due date following the qualifying event.
 - c. Late Enrollees - All employees who enroll with the EHA health plan as a late enrollees will become effective the first of the month following receipt of the application. Effective November 1, 1999, no late enrollment will be allowed for employees of large subgroups (those with 51 or more employees).
 - d. Applications Received After Deadline – When BCBS receives applications more than 31 days after the employee and/or dependent becomes eligible, they will be considered late enrollees. Contact the Human Resource department for detailed information regarding late enrollment.
13. Events Affecting Eligibility – In addition to termination of employment, some other events can affect the eligibility of an employee or dependent. Changes in employer contribution levels or minimum work hour requirements can result in new eligibility and enrollment periods for employees. Some examples of eligibility loss include: exceeding the dependent child maximum age; loss of dependent student status; a reduction in hours at work; divorce; or death. BCBS will periodically request verification of dependent status. These forms should be completed by the employee at the Human Resources Department.
14. Responsibility for reporting change in status – Kearney Public Schools employees are reminded it is their responsibility to report any change in status that will affect their health insurance coverage.

[Return to Beginning of Chapter 2](#)

Section 2-G	SECTION 125 CAFETERIA PLAN

A Cafeteria Plan is an employee benefits program designed to take advantage of Section 125 of the Internal Revenue Code by allowing employees to pay certain qualified expenses on a pre-tax basis, thereby reducing their total taxable income and increasing their spendable/take-home income. The Cafeteria Plan includes Premium Only Plans (POPs) and Flexible Spending Accounts (FSAs).

Premium Only Plan (POP) – A POP allows for KPS authorized group insurance premiums to be paid with pre-tax dollars. Each employee may elect to participate in one or more of the following plans:

- a. Group Health Insurance Plan
- b. Group Dental Insurance Plan
- c. Vision Insurance Plan
- d. Cancer Insurance Policy
- e. Accident Insurance Policy
- f. Short-Term Disability Insurance Policy
- g. Any other group or individual insurance plan or policy that the employer permits to be added to the plan from time to time, so long as the same is a qualified benefit under Code Section 125. Long-term care insurance and long-term care services cannot be purchased through this plan.

Flexible Spending Account (FSA) – All employees who are eligible for health insurance are eligible to participate in Flexible Spending Accounts. In an FSA, employees may set aside on a pre-tax basis a pre-established amount of money per plan year. The employee can use the funds in the FSA to pay for eligible medical, dependent care, or adoption expenses. Each employee may elect to participate in one or more of the following Flexible Spending Accounts:

- a. Adoption Assistance
- b. Dependent Care Assistance
- c. Medical Reimbursement

Money in the Flexible Spending Account can be accessed by submitting a claim for reimbursement or by using a Flex Debit Card. All reimbursement funds for the Flexible Spending Accounts will be deposited directly to the employee's bank or checking account. For reimbursement, employees are responsible for submitting their claims to:

Flex Made Easy
4551 W. 107th Street
Overland Park, KS 66207
Phone: 855-615-3679
E-mail: info@FlexMadeEasy.com

Amendments to Medical Reimbursement and Dependent Care Grace Period – For amounts contributed to the Flexible Spending Accounts, a participant may use amounts remaining in his or her Flexible Spending Account at the end of the plan year for reimbursement of qualified expenses incurred in the “Grace Period”. The grace period begins on the first day of the following plan year (September 1) and ends on the 15th day of the third month of the following plan year (November 15). Amounts remaining in the participant's Flexible Spending Account at the end of the grace period are forfeited. Amounts remaining in the participants' Flexible Spending Account at the beginning of the grace period may not be converted to cash or used to pay any other taxable or nontaxable benefit.

The plan Administrator will establish procedures that first apply unused amounts in the participant's Flexible Spending Account at the beginning of the grace period to qualifying expenses incurred during the plan year for the prior plan year's grace period, followed by amounts in the participant's Flexible Spending Account for the plan year in which the grace period occurs. Claims for reimbursement for expenses incurred under Flexible Spending Accounts during the plan year of the grace period must be submitted on or before January 31 of the plan year in which the grace period occurs.

[Return to Beginning of Chapter 2](#)

Section 2-H	TAX SHELTERED ANNUITIES

Kearney Public Schools offers employees the opportunity to contribute to a tax-sheltered annuity through a 403(b) and/or a 457(b). Kearney Public Schools also offers employees the opportunity to contribute to a 403(b) Roth. The KPS tax-sheltered annuity plan and the Roth plan are managed and administered by TSA Consulting

Group which serves as the district's third party administrator. For more information on the KPS plans, please visit the TSA Consulting Group's website: <https://www.tsacg.com>

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

Forms are available on both the TSA Consulting Group website and the KPS Human Resources website. Please contact the Human Resources Department for any additional information or assistance. Below is a list of approved providers for Kearney Public Schools.

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

[Return to Beginning of Chapter 2](#)

Section 2-I	VOLUNTARY GROUP LIFE INSURANCE

At the start of employment with Kearney Public Schools, employees who worked at least 17.5 hours per week have the opportunity to purchase group life insurance from Reliance Standard Life Insurance Company. The employee pays the premium cost for the life insurance. Information regarding the group life insurance benefit can be obtained from the Human Resources office.

[Return to Beginning of Chapter 2](#)

Section 2-J	VOLUNTARY GROUP VISION INSURANCE

At the start of employment with Kearney Public Schools, employees who worked at least 17.5 hours per week have the opportunity to purchase vision insurance EyeMed. The employee pays the premium cost for the vision insurance. Information regarding the vision insurance benefit can be obtained from the Human Resources office.

[Return to Beginning of Chapter 2](#)

Section 2-K	EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Employee Assistance Program (EAP) is offered as a free service through the Kearney Public School Long Term Disability Insurance provider, National Insurance Services. The EAP is open to all employees who are currently participating in Long Term Disability Insurance coverage.

Staff members eligible for the EAP (currently participating in LTD Insurance coverage) include:

- Certified employees with at least .50 FTE
- Classified exempt employees working 40 hours per week
- Classified employees scheduled to work at least 6.5 hours a day

Under the Kearney Public School EAP, eligible employees can receive no cost, confidential help for a wide variety of needs and concerns including:

- Depression
- Stress Management
- Anxiety
- Marital Difficulties
- Relationship Problems
- Family Conflict
- Alcohol or Drug Addictions
- Financial or Legal Concerns
- Parenting Concerns
- Problem Gambling
- Eating Disorders
- Childcare and Eldercare

EAP services are available by phone or on-line and there is no cost to access the EAP. The EAP telephone lines are available 24/7 – no one is sent to an automated system. Each call is answered by a Masters-level clinician who manages each case from beginning to end, including follow-up. Solutions may include meeting with a mental health counselor for up to three face-to-face visits, negotiating Medical Insurance benefits, referrals to community resources, attorneys, childcare, eldercare or financial services. Using the EAP is completely confidential. Names of employees accessing the EAP are never shared with the school district.

To access the EAP by phone, please call toll free: 1-866-468-9461

To access the EAP on-line, the website is www.niseap.com

If you have any questions about the EAP, please contact the Human Resources Director.

[Return to Beginning of Chapter 2](#)

Section 2-L	LONG TERM DISABILITY INSURANCE

Classified employees scheduled to work at least 6.5 hours per day are eligible for Long Term Disability Insurance. Classified exempt employees working 40 hours per week are eligible for Long Term Disability Insurance. Long Term Disability Insurance (LTD) is paid by the employee. For eligible employees, the LTD premium payment is a mandatory salary deduction. At the time of hire, employees are given an information booklet regarding the Long Term Disability Insurance program.

To be eligible for LTD benefits, an employee must be off work due to illness or injury for a period of 45 consecutive calendar days or at the end of his/her accumulated sick leave whichever comes later. The LTD benefit is 66 2/3% of an employee's regular wages. An employee wanting to apply for LTD should contact the Human Resources Office at 698-8012 to receive information and assistance in completing the required forms.

[Return to Beginning of Chapter 2](#)

Section 2-M	WORKER'S COMPENSATION

Worker's Compensation Insurance

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.

Wage Replacement Benefits

To make up for wages lost during a period of disability, Worker's Compensation provides weekly wage replacement benefits in the form of cash payments, calculated as a portion of average wages. The payment of Worker's Compensation is approximately 66 2/3% of the regular wages. KPS allows employees out on Worker's Comp to use their accumulated sick leave hours to supplement the Worker's Comp payment. Wage replacement benefits are not payable for the first seven (7) days of injury, but if the employee is out of work for six (6) weeks or longer, the first seven (7) days are paid retroactively. An employee may use their accumulated sick leave to cover the loss of wages.

[Return to Beginning of Chapter 2](#)

Section 2-N	EXPENSE REIMBURSEMENT - TRAVEL (Board Policy 3350)

The board may reimburse employees or board members for expenses incurred while attending authorized conferences or other activities whose purpose is related to instructional or operational improvement in the district. Arrangements for attendance must be approved in advance, in writing, by the superintendent and/or his/her designee. The participant may attend without loss of compensation. Teacher, building administrator or Central Office administrator generated requests to attend in-service in support of a building or district-wide goal may be partially or fully reimbursed.

Specific guidelines for travel reimbursement for employees or board members are as follows:

1. The superintendent or his/her designee may allow travel expenses for personnel under their supervision according to the guidelines set forth in this regulation.
2. Travel expenses of board members must be filed through the office of the superintendent in accordance with the guidelines set forth in this regulation.

Sunup to Sunset Travel (SST) - This entails all travel necessitated for an employee/board member requiring them to depart Kearney/destination prior to 7:00 A.M. and return after 7:00 P.M.

MEALS:

Reimbursement for meals will be made for days when a person must travel with an overnight stay. Reimbursement will also be made for travel days where a person is required to leave before 7:00 A.M. or return after 7:00 P.M. and is in travel status for 10 hours or more. Such meals will be reimbursed based on the number of quarters in the day a person is in travel status.

Quarters –

12:00 midnight to 6:00 A.M. – breakfast
6:00 A.M. to 12:00 noon – breakfast
12:00 noon to 6:00 P.M. – lunch
6:00 P.M. to 12:00 midnight – dinner

SST claims will be paid at a maximum daily rate of \$40.00 for out-of-state travel and \$30 for in-state travel. Receipts are required. When the meal cost is included as part of the workshop/conference, it may exceed the daily guidelines.

MILEAGE:

Reimbursement for mileage expenses will be allowed at the IRS allowable rate at the time, established annually by the Board of Education.

AIR TRANSPORTATION:

If travel by plane is used, the most economical fare available will be allowed for reimbursement. Receipts are required.

LODGING:

When overnight lodging is required, the preferred payment method is direct billing. If not possible, reimbursement will be for actual costs at a lodging facility approved by the supervisor prior to travel. Receipts are required. Rates for lodging will be divided equally between the parties when facilities are shared as may be appropriate.

MISCELLANEOUS EXPENSES:

Registrations, taxi fares, parking fees and car rentals may be allowed. Receipts are required. Expense claims for spouses and/or other family of employees/board members are prohibited.

SPECIAL NOTE:

Arrangements for reimbursement must comply with one or more of the categories above to be approved by a supervisor or the superintendent.

[*Return to Beginning of Chapter 2*](#)

Section 2-O	RETIREMENT - NEBRASKA SCHOOL EMPLOYEES RETIREMENT SYSTEM

Employees working 20 hours per week are required to participate in the Nebraska School Employees Retirement System. Your contribution, which is subject to change annually, is deducted automatically from your paycheck.

Once a member of the Nebraska State Retirement System reaches age 50 or more, he/she is entitled to take up to two days paid leave (a maximum of one day in any given year) to attend preretirement planning programs.

Resources for information on the Nebraska School Employees Retirement System include:

1. Nebraska Public Employees Retirement System (NPERS) website: www.npers.ne.gov
2. The Nebraska School Employees Retirement System Handbook which is available in several locations:
 - a. On-line on the NPERS website.
 - b. On-line on I-visions. Under the Employee Resources tab, click on Benefits Enrollment.
 - c. A paper copy of the handbook can be obtained in the Human Resources office.
3. I-visions: Once you log on to I-visions, under the Employee Resources tab, click on Benefits Enrollment. NPERS information and forms can be found in the HR Documents section.
4. Contact the office of the Nebraska Public Employees Retirement Systems (NPERS): P.O. Box 94816, Lincoln, NE 68509-4816, Phone: 402-471-2053 or 800-245-5712

[*Return to Beginning of Chapter 2*](#)

Section 2-P	RETIREMENT HEALTH INSURANCE COVERAGE

The following information on Retirement Health Insurance Coverage is from the Educators Health Alliance (EHA) website: www.ehaplan.org.

Health Insurance for Retirees

Employees between the ages of 50 and 64 who have been participants in the EHA plan for at least five (5) years may now choose from a \$1050 deductible; a \$2500 Deductible; a \$3600 Deductible; or a \$4000 Deductible retiree plan upon terminating employment with their school district (including retirement), without having to take COBRA first.

1. If you choose COBRA: For the first 18 months following retirement, the employee and eligible dependents can continue the school district's group plan under COBRA. The COBRA Election Form must be completed and returned by the employee within 60 days following retirement to be eligible for continuation of the group health plan. The Election Form and further COBRA information is sent to the employee and eligible dependents by PayFlex. The employee does not have to be a member of NSEA,

NCSA, or NASB to continue EHA health coverage under COBRA. You and your dependents can continue on the district's health plan for up to eighteen months following retirement. You and your spouse can each enroll in a single plan unless you have dependent children. COBRA coverage will end the day you are entitled to Medicare. You should start Medicare when you reach age 65 to avoid late enrollment penalties for Medicare. Remember, if you choose COBRA, you are NOT eligible to enroll in the EHA Direct Bill plan at a later date.

2. If you choose Early Retiree/Direct Bill Coverage: An employee may choose to continue EHA coverage under the Direct Bill program. The Direct Bill program is a special service of these associations for retired members. The insurance plans offered are a \$1050 deductible PPO; a \$2500 deductible PPO; a \$3600 High Deductible, Health-Savings-Account-eligible plan (HSA-eligible); or a \$4000 High Deductible Health-Savings-Account-eligible plan. This program is available only to Special Services members of NSEA, NCSA, or the NASB.

Direct Bill Eligibility

1. You must become a Special Services Member of NSEA, NCSA, or NASB.
2. The school district from which you retired must be participating in the EHA plan.
3. You must be at least 50 years old, or disabled, or the surviving spouse and/or dependent of a deceased school retiree.
4. At the time of your retirement, you must have been covered by the EHA plan for at least the previous five years.
5. You are eligible only until you reach age 65, unless your dependents need family coverage.

If you meet these eligibility requirements, your school district will notify Blue Cross/Blue Shield. The Direct Bill information and member enrollment form will be mailed to you by Blue Cross/Blue Shield. If you have questions in regards to eligibility, please contact the EHA Field Representative at 1-866-465-1342.

Special Services Membership

You must be a Special Services member to continue EHA coverage after you retire. NSEA administers the Special Services program for NSEA, NCSA, and the NASB. NSEA collects all Special Services dues and enrollment forms and then remits the respective membership dues to NCSA and NASB. Special Services applicants should complete the appropriate section of the application for membership for their respective association.

Special Services Dues

Special Services membership is annual from September 1 to August 31 of each year. You must be a member each year to be eligible for retiree coverage until you reach age 65. Your initial year of membership and your final year at age 65 will be prorated on a quarterly basis.

1. If you were a member of NARSA or a life member of NSEA-Retired, or a member of NASB when you left, the annual dues will be \$125 each for you and your spouse.
2. If you were an NSEA member at retirement (but not a life member of NSEA-Retired), the annual dues will be \$185 for you and \$125 for your spouse.
3. If you were not a member of NSEA or NCSA at retirement or a member of NASB when you left, the annual dues will be \$250 each for you and your spouse.

After Direct Bill at Age 65

At age 65, the Direct Bill plan ends and you become eligible for Medicare. Retiree Medicare Supplemental Coverage is available for EHA Direct Bill subscribers or NSEA-Retired members through NSEA-Retired or the NEA. For benefits, rates and information for the NSEA-Retired Medicare Supplement option, please visit www.nsea.org/retired.

FOR FURTHER INFORMATION: Call NSEA at 1-800-742-0047 or (402) 475-7611. Ask for Special Services Membership.

[Return to Beginning of Chapter 2](#)

Section 2-Q	MEDICARE ELIGIBILITY

A retiree who reaches age 65 is not eligible to remain on either COBRA or the Direct Bill Plan (unless family coverage is needed to cover eligible dependents). Those retirees leaving the Direct Bill Plan upon reaching age 65 are eligible for the EHA's Medicare Supplemental plan.

BCBS of Nebraska will automatically send information regarding Medicare Supplemental coverage and enrollment forms to eligible early retirees and spouses prior to the member's 65th birthday. If a retiree or spouse believes he or she is eligible for the Medicare Supplemental plan but did not receive the enrollment information, BCBS should be contacted. It is the retiree's responsibility to complete and return the Medicare Supplemental forms in a timely manner.

Information on Medicare can be found on the EHA website www.chaplan.org, on the BCBS website www.nebraskablue.com and the Medicare website www.medicare.gov.

[Return to Beginning of Chapter 2](#)

Section 2-R	COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985)

1. **COBRA** (Consolidated Omnibus Budget Reconciliation Act of 1985) – COBRA is the Consolidated Omnibus Budget Reconciliation Act of 1985, is a federal law that requires a group health and/or dental plan to allow a covered person to continue his or her group coverage under certain circumstances when coverage would otherwise terminate. The COBRA coverage may be for 18, 29, or 36 months, depending on the qualifying event. This notice is intended to inform you, in summary fashion, of your rights and obligations under Continuation Coverage provisions of the law.
2. **COBRA Notification** - When a qualifying event occurs, notification procedures must be followed. If coverage for a dependent ends due to divorce, legal separation or any other change in dependent status, the employee should notify the employer within 60 days of the qualifying event. Federal law requires an employer to send written notice of continuation of coverage rights within 14 days of a qualifying event. COBRA coverage is available to the qualifying employee or his/her dependents. If the employee was previously covered under a family membership, he or she can retain a family plan under COBRA. The employee must also have the option of selecting an appropriate plan to cover only those individuals applying for the extension. The option is controlled by the coverage levels offered to active employees.
3. **COBRA Enrollment** – The employee must choose to continue coverage by enrolling for COBRA. The employee has 60 days from the COBRA notification or coverage termination date (whichever is later) to return the completed application to Blue Cross Blue Shield of Nebraska. Failure to enroll within the required time period will make the individual ineligible for continuation coverage. Individuals have 45 days from the COBRA enrollment date to pay the initial premium to BCBS. Since the COBRA application will not be processed until the premium is received, the initial payment should be sent with the form. Failure to pay the initial premium within the required time period will end COBRA eligibility.
4. **COBRA Premiums** – The COBRA premium includes a 2% administration fee above the group rates and is due on the first day of each coverage month. However, a 30-day grace period is allowed for premium payment. The premium must be received by the Payroll Office by the last business day of the month due. Late payment or non-payment of premiums will result in the COBRA coverage being terminated as of the last premium paid through date.
5. **When COBRA Ends** – COBRA coverage will end on the earlier of:
 - a. the day the individual becomes covered under any other group health plan (after COBRA election) which does not exclude or limit any pre-existing conditions or to whom such an exclusion does not apply, due to creditable coverage;
 - b. the day a covered person is entitled to benefits under Medicare (after COBRA election);

- c. the day health coverage has been continued for the maximum period of time allowed (18, 29 or 36 months);
 - d. when COBRA premium is not received within the required time period.
6. Continuation of Coverage After COBRA – At the end of the COBRA eligibility period, an individual may transfer to a BCBS non-group plan. The application will be subject to medical underwriting and approval. The BCBS Plan in the state where the person lives should be contacted for enrollment information. If you are a KPS employee covered by BCBS, you have a right to choose this continuation of coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment. In the event of termination for gross misconduct, continuation of coverage is not provided.

Under the law, the employee or a family member, has the responsibility to inform the KPS Human Resource Department and the BCBS Administrator of a divorce, legal separation, or a child losing dependent status under BCBS within 30 days of the date of the event or date coverage would end under the plan because of the event, whichever is later. KPS has the responsibility to notify the BCBS Plan Administrator of the employee's death, termination, and reduction in hours of employment or Medicare entitlements.

When the KPS Payroll Office is notified that one of these events has happened, the Payroll Office will in turn notify you that you have the right to choose continuation coverage. Under the law, you have at least 60 days from the date you would lose coverage because of the event described above, or the date notice of your election rights are sent to you, to inform the BCBS Administrator that you want continuation of coverage.

If you do not choose continuation of coverage, your group health insurance will end. If you choose continuation of coverage, KPS is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. However, the law also provides that your continuation of coverage may be terminated for any of the following reasons:

- a. KPS no longer provides group health insurance coverage to any of its employees.
 - b. The premium for your continuation coverage is not paid on time.
 - c. You become covered by another group plan, unless the plan contains any exclusions of limitations with respect to any pre-existing conditions you or your covered dependents may have.
 - d. You become enrolled in Medicare.
 - e. You extend your coverage for up to 29 months due to your disability and there has been a final determination that you are no longer disabled.
7. If you have any questions about the law, please contact the Human Resources Department at 698-8011, 698-8012, or 698-8013.

[Return to Beginning of Chapter 2](#)

Section 2-S**SUMMARY LIST OF ALL BENEFITS AND LEAVES**

<u>Benefits</u>	<u>Employees Hired Before 07/11/2005</u>	<u>Employees Hired On or After 07/11/2005 and Before 09/22/2010</u>	<u>Employee Hired On or After 09/22/2010</u>
Medical and Dental Insurance	Eligible if working at least 35 hours per week. The district pays 100% Single Health/Single Dental.	Eligible if working at least 35 hours per week. The district pays a prorated amount of Single Health/Single Dental based on FTE. The employee pays the difference between the district's contribution and the cost of the premium.	Eligible if working 40 hours per week. The district pays a prorated amount of Single Health/Single Dental based on FTE. The employee pays the difference between the district's contribution and the cost of the premium.
Cash In Lieu of Insurance Option	Eligible if working at least 35 hours per week. For employees who currently have insurance coverage, there will be no cash-in-lieu benefit if they decide to drop insurance coverage.	Eligible if working at least 35 hours per week. For employees who currently have insurance coverage, there will be no cash-in-lieu benefit if they decide to drop insurance coverage.	Not Eligible.
125 Flex Plan	Eligible.	Eligible.	Eligible.
LTD (Long Term Disability)	Eligible if scheduled to work at least 6.5 hours per day. LTD premium is paid by the employee.	Eligible if scheduled to work at least 6.5 hours per day. LTD premium is paid by the employee.	Eligible if scheduled to work at least 6.5 hours per day. LTD premium is paid by the employee.
Group Life Insurance	Eligible if working at least 17.5 hours per week.	Eligible if working at least 17.5 hours per week.	Eligible if working at least 17.5 hours per week.
Visions Insurance	Eligible if working at least 17.5 hours per week.	Eligible if working at least 17.5 hours per week.	Eligible if working at least 17.5 hours per week.
NPERS Retirement	Required participation if working at least 15 hrs per week. Effective 07/01/2013 required participation was changed to at least 20 hours per week.	Required participation if working at least 15 hrs per week. Effective 07/01/2013 required participation was changed to at least 20 hours per week.	Required participation if working at least 15 hrs per week. Effective 07/01/2013 required participation was changed to at least 20 hours per week.
Tax Shelter Annuity	Eligible.	Eligible.	Eligible.

Leave Plans	Employees Hired Before 07/11/2005	Employees Hired After 07/11/2005 and Before 09/22/2010	Employee Hired After 09/22/2010 and Before 07/01/2022	Employees Hired on and After 07/01/2022
Sick Leave	Eligible if working at least 17.5 hours per week. Receive annual allotment of sick leave days on the anniversary hiring date.	Eligible if working at least 17.5 hours per week. Earn one sick leave day per month worked.	Eligible if working at least 32.5 hours per week. Earn one sick leave day per month worked.	Eligible if working at least 32.5 hours per week. Year 1 get 10 sick days. Year 2 and beyond - accru one additional day per month.
Convert Sick Leave to Personal Leave (Classified Only)	Eligible to convert 2 sick days per year to personal days.	Eligible to convert 2 sick days per year to personal days.	If hired before 10/1/13, eligible to convert 2 sick days per year to personal days. If hired on or after 10/1/13, not eligible to convert sick days to personal days.	Sick days not eligible to convert to personal days
Personal Days (Classified Exempt Only)	Eligible for 2 personal days.	Eligible for 2 personal days.	Eligible for 2 personal days.	Earn 6 paid personal days to be adjusted based in FTE. Will not roll over into next year.
Bereavement Leave	Eligible if working at least 17.5 hours per week.	Eligible if working at least 17.5 hours per week.	Eligible if working at least 32.5 hours per week.	Eligible if working at least 32.5 hours per week.
Jury Duty	Eligible.	Eligible.	Eligible.	Eligible.
Discretionary	Not Eligible.	Not Eligible.	Not Eligible.	Not Eligible.
Vacation	Eligible if working full-time (40 hours a week for 12 months a year). Earn paid vacation days at the end of each year (12 months) worked. Receive 10 days on the first anniversary date. Increases by one-half day per year.	Eligible if working full-time (40 hours a week for 12 months a year). Earn paid vacation days at the end of each year (12 months) worked. Receive 10 days on the first anniversary date. Increases by one-half day per year.	Eligible if working full-time (40 hours a week for 12 months a year). Earn paid vacation days at the end of each year (12 months) worked. Receive 10 days on the first anniversary date. Increases by one-half day per year.	Eligible if working full-time (40 hours a week for 12 months a year). Earn paid vacation days at the end of each year (12 months) worked. Receive 10 days on the first anniversary date. Increases by one-half day per year.
Holidays	Eligible if working at least 35 hours per week. Work schedule must span the holiday to be eligible for holiday pay.	Eligible if working at least 35 hours per week. Work schedule must span the holiday to be eligible for holiday pay.	Eligible if working 40 hours per week. Work schedule must span the holiday to be eligible for holiday pay.	Eligible if working 40 hours per week. Work schedule must span the holiday to be eligible for holiday pay.

[Return to Beginning of Chapter 2](#)

[Return to Table of Contents](#)

CHAPTER 3 – Employee Leave

[Return to Table of Contents](#)

[Section 3-A LEAVES](#)

[Section 3-B VACATION](#)

[Section 3-C HOLIDAYS](#)

[Section 3-D FLEXIBLE TIME SCHEDULING](#)

[Section 3-E FAMILY MEDICAL LEAVE ACT \(FMLA\)](#)

[Section 3-F INJURY LEAVE](#)

[Section 3-G SUMMARY LIST OF ALL BENEFITS AND LEAVES](#)

Section 3-A	LEAVES

Sick Leave

There are three tiers of sick leave benefits for classified employees based on hiring date. An explanation of each tier is described below. For classified employees, there is no limit on the number of sick leave hours that can be accumulated. Accumulated sick leave hours are not paid out upon ending employment with KPS. Sick leave may be used for attending medical appointments.

Sick leave may be used for illness of dependent and non-dependent children, spouses, parents, and other family members. The term “family” shall mean and be limited to: spouse, children, parents, siblings, siblings-in-law, parents-in-law, children-in-law, step-children, uncles, aunts, nieces, nephews, grandparents, spouse’s grandparents, grandchildren, and step-grandchildren.

1. Tier 1: Hired before July 11, 2005

Employees working at least 17.5 hours a week will receive an annual allotment of sick leave days on their anniversary date. A day is considered to be the number of hours an employee is scheduled to work per day.

Adjusting the Hiring Anniversary Date for Earning Sick Leave due to Extended Absence – If a tier 1 employee is absent from work on FMLA leave, that time is counted the same as work time toward the awarding of sick leave so that employee will earn sick leave days on his/her hiring anniversary date.

If a tier 1 employee is absent for reasons other than FMLA, sick leave or vacation leave, those absences will not count toward the awarding of sick leave; therefore, the hiring anniversary date will be adjusted to account for the days absent. When the employee returns to work, the hiring anniversary date will be moved forward the number of days the employee has been absent for reasons other than FMLA, sick leave or vacation leave. This adjustment is made so employees have to work a full 12 months before sick leave is earned.

2. Tier 2: Hired on or after July 11, 2005 and before September 22, 2010

Employees working at least 17.5 hours a week will earn one day of sick leave at the end of each month worked. For employees working less than 12 months, sick leave days are only earned during months worked. A day is considered to be the number of hours an employee is scheduled to work per day.

3. Tier 3: Hired on or after September 22, 2010

Employees working at least 32.5 hours a week will earn one day of sick leave at the end of each month worked. For employees working less than 12 months, sick leave days are only earned during months worked. A day is considered to be the number of hours an employee is scheduled to work per day.

4. Tier 4: Hired on or after July 1, 2022

Employees working at least 32.5 hours a week will be awarded 10 sick days for their first year of employment. Those days will roll over into year 2 and additional sick leave will be earned monthly per the regular sick leave practice.

Converting 2 Sick Leave Days to 2 Personal Days

There are two tiers of benefit eligibility for converting 2 sick leave days to 2 personal days for classified employees based on hiring date. An explanation of each tier is described below.

1. Tier 1: Hired before October 1, 2013

Employees may convert up to 2 sick days from their accumulated sick leave into 2 personal days.

Advance notice of one week to supervisors is preferred so department needs can be covered. Supervisor approval is required. Classified employees can convert a sick leave day into a personal day to cover a snow day absence. The limit of conversion days is 2 days per year.

Converted sick leave days can only be used for days staff members are normally scheduled to work and are not to be used to create extra paid days. The timeframe to convert 2 sick days into 2 personal days is from September 1st of the current year to August 31st of the following year. The conversion privilege is not connected with the employment anniversary date. The conversion process is not accumulative. For example, if an employee did not convert 2 days in one year, they could not convert 4 days the next year.

2. Tier 2: Hired on or after October 1, 2013

Employees are not eligible to convert any sick leave days to personal days.

No Sick Leave Donation Procedure

Classified staff are not eligible to give or receive sick leave hours.

Unpaid Leave

Kearney Public Schools complies with laws that require leaves to be allowed, such as FMLA, military service and jury duty. Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave except as required by law. During unpaid leave, the employee will not receive salary or cash-in-lieu and will not receive credit for years of service with the district. Also during unpaid leave, sick leave and vacation leave will not accrue.

If an employee has health insurance through the district, the district will maintain the insurance during available paid leave and during FMLA leave. After FMLA leave and paid leave are exhausted, the district will no longer contribute to the cost of maintaining health insurance. At that time, the district contribution to health insurance is discontinued and the employee has the option to continue health insurance at the employee's expense in accordance with the district's group health insurance plan.

If an employee pays for life insurance or vision insurance through the district, both may be continued during unpaid leave. The employee will submit a check to the district for the insurance premium(s).

Bereavement Leave

There are two tiers of bereavement leave benefits for classified employees based on hiring date. An explanation of each tier is described below.

Bereavement leave allowances are provided as indicated below. However, the board recognizes that the need for such leave may vary among individuals and will consider extending this leave in special or unusual circumstances upon application to the Superintendent through the individual's supervisor of record.

Five (5) paid days shall be granted in the event of death of children or spouse. Up to five (5) additional paid days may be granted. Full pay deduction shall be exercised for additional time.

Three (3) paid days shall be granted in the event of death of parents, parents-in-law, siblings, sibling-in-laws, sons-in-law, daughters-in-law, grandchildren or grandparents. Up to three (3) additional paid days may be granted. One paid day may be granted in the event of the death of other close relatives not covered above at the discretion of the Superintendent. Full pay deductions shall be exercised for additional time.

One-half paid day shall be allowed for an employee to attend the funeral of a friend. A full paid day shall be allowed if the funeral is out-of-town and travel time indicates the need for a full paid day. Classified employees

will not be paid bereavement leave for the funeral of a friend unless the service is scheduled during their assigned work hours or travel time to the service is required during assigned work hours.

1. Tier 1: Hired before September 22, 2010
Bereavement leave is available to employees who are scheduled to work at least 17.5 hours per week.
2. Tier 2: Hired on or after September 22, 2010
Bereavement leave is available to employees who are scheduled to work at least 32.5 hours per week.

Military Leave

Military leave and family military leave will be granted to the extent required by state and federal law. Employees requesting military leave are asked to contact the Human Resources Director.

Legal and Civic Duties (Jury Duty)

Absence with pay may be allowed by the Superintendent or his/her designee for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order. The Superintendent's or his/her designee's advance approval will be required.

Employees who receive a subpoena for a court appearance or who are required to serve on Jury Duty shall receive full pay for such absence from duty provided that they comply with the stipulations listed below:

1. The employee must not be a litigant or have a special interest in the court action or proceeding.
2. The employee must submit to the Human Resources Department the notice to appear for jury duty.
3. The employee will reimburse the district from any stipend received for services on the jury or as a witness in an amount equal to or less than wages paid by the district. If such remittance is not received in a timely manner, authorization for payroll deduction will be requested from the employee. Mileage reimbursements are not subject to remittance.
4. The employee must be scheduled to work on the day of court.

No Discretionary Leave

When an hourly employee is absent from the workplace, they are expected to clock out and thus will not be paid for the time they are absent from the workplace. There is no paid discretionary time for hourly classified staff.

[Return to Beginning of Chapter 3](#)

Section 3-B	VACATION

A full time employee works 40 hours a week for 12 months a year (1.0 FTE - Full Time Equivalency). Full time employees will earn paid vacation days at the end of each year (12 months) worked. The paid vacation days are awarded on their hiring anniversary date.

For purposes of awarding vacation for eligible full time employees, the hiring anniversary date is determined by counting one year (12 months) from their date of hire. Since vacation is a benefit that is awarded to the employee on the hiring anniversary date, if an employee quits or is terminated before the anniversary date, he/she does not receive any prorated amount of vacation. The anniversary date must be reached in order for the employee to get vacation.

The first 10 days of paid vacation will be earned on the employee's first hiring anniversary date. The number of paid vacation days earned for subsequent year's worked will be increased by a half day (.5) each year up to 20 years. Vacation days accumulated will be paid upon termination. For employees hired on or after July 1st 2022, unused personal days can be converted to vacation days on the first anniversary and added to the totals in the chart below

<u>Hiring Anniversary</u>	<u>Vacation Days Earned</u>	<u>Hiring Anniversary</u>	<u>Vacation Days Earned</u>
1 st	10.0	11 th	15.5
2 nd	10.5	12 th	16.0
3 rd	11.0	13 th	16.5
4 th	11.5	14 th	17.0
5 th	12.0	15 th	17.5
6 th	12.5	16 th	18.0
7 th	13.0	17 th	18.5
8 th	13.5	18 th	19.0
9 th	14.0	19 th	19.5
10 th	15.0	20 th	20.0

Adjusting the Hiring Anniversary Date for Earning Vacation due to Extended Absence

If a full time employee is absent from work on FMLA leave, that time is counted the same as work time toward the awarding of paid vacation leave so that employee will earn vacation days on his/her hiring anniversary date.

If a full time employee is absent for reasons other than FMLA, sick leave or vacation leave, those absences will not count toward the awarding of paid vacation; therefore, the hiring anniversary date will be adjusted to account for the days absent. When the employee returns to work, the hiring anniversary date will be moved forward the number of days the employee has been absent for reasons other than FMLA, sick leave or vacation leave. This adjustment is made so employees have to work a full 12 months before paid vacation is earned.

Vacation Day Carryover

Vacation time should be used during the year in which it is accumulated. Sometimes special circumstances prevent an employee from using all of vacation time during the year in which it is earned. A decision may be made between the supervisor and employee regarding the carryover of vacation time. The Vacation Carry-Over Request Form must be completed and signed by both the employee and supervisor. To insure consistency in all decisions regarding the carryover of vacation time, supervisors and employees are asked to consult the Human Resources Department regarding a request for vacation carryover. A maximum of five (5) vacation days (40 hours) may be carried over each year.

Consideration of the request for vacation carryover will take into account the scheduled work load, the reason vacation was not fully used during the one year time frame, and the effect on the department's schedule. Employees are expected to request vacation carryover through their supervisor.

Employees are encouraged to take vacation time as a means to maintain their well-being. The privilege of vacation carryover is not intended to encourage employees to work for extensive periods of time without accessing the rest offered by vacation time.

Changing Positions and Vacation

When an employee makes a position change from a 9, 10 or 11 month position to a full time 12 month position with vacation benefits, the employee is entitled to 10 days of vacation 1 year from the date they started the full time 12 month position with vacation benefits.

[Return to Beginning of Chapter 3](#)

Section 3-C	HOLIDAYS

There are two tiers of paid holiday benefits for classified employees based on hiring date. An explanation of each tier is described below. The employee work schedule must span the holiday to be eligible for holiday pay.

Example: A nine month employee would not receive holiday pay for July 4th; nor would he/she receive pay for Memorial Day if school is not scheduled after Memorial Day. If a holiday falls on a weekend, employees may take the closest weekday as their holiday. Eligible employees will receive the following 8 paid holidays upon employment:

New Year's Day
Good Friday
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

1. Tier 1: Hired before September 22, 2010
Employees working at least 35 hours per week will be eligible for paid holidays.
2. Tier 2: Hired on or after September 22, 2010
Employees working at 40 hours per week will be eligible for paid holidays. Employees working less than 40 hours per week will not be eligible for paid holidays.

[Return to Beginning of Chapter 3](#)

Section 3-D	FLEXIBLE TIME SCHEDULING

Flex time is available with written supervisor approval prior to the occurrence of a schedule adjustment during a particular work week. Flex time requests are requests generated by staff members to adjust their normal weekly work schedule, and may only be used to adjust work hours within a particular work week. The schedule adjustment must fall within the normal work week of 12:00 a.m. Monday until midnight Sunday. Time adjustments must be approved by the Supervisor and recorded correctly in the time clock system.

[Return to Beginning of Chapter 3](#)

Section 3-E	FAMILY MEDICAL LEAVE ACT (FMLA)

The Family and Medical Leave Act (FMLA) allows eligible employees to take up to 12 weeks of unpaid, job-protected leave during a defined 12-month period to recover from illness or pregnancy or to care for sick family members. FMLA also incorporates military family leave entitlements.

In order to qualify for FMLA, an employee must have been employed by KPS for one year and worked a minimum of 1,250 hours during the 12-months preceding the date leave begins. For purposes of the FMLA, KPS's applicable "leave year" is a "rolling " 12-month period, measured backward from the date an employee uses any FMLA leave.

Basic Leave Entitlement

FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care or child birth;
2. To care for the employee's child after birth, or placement for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
4. For a serious health condition that makes the employee unable to perform the employee's job; or
5. For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter, or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from FMLA definitions of “serious health condition.”

Benefits and Protections

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, for 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer’s normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the

employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

1. Interfere with, restrain, or deny the exercise of any right provided under FMLA;
2. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information contact the U.S. Department of Labor, Wage and Hour Division at: 1-866-4US-WAGE (1-866-487-9243). Website: www.wagehour.dol.gov

[*Return to Beginning of Chapter 3*](#)

Section 3-F	INJURY LEAVE (Board Policy 4063)

A district employee who believes that they have been physically injured within the employee's scope of employment by another individual who intentionally, knowingly, or recklessly caused bodily injury to such employee, must report such injury to the employee's administrator as soon as practical. An administrator will then investigate the circumstances to determine if the employee qualifies for paid injury leave. The employee may be required to provide confirmation from a physician regarding the causation and the period of time for which an employee is unable to work. If the administrator determines that the employee qualifies for paid injury leave, then the employee will receive up to seven (7) calendar days of paid injury leave to cover the amount of time that the employee was otherwise scheduled to work. Such paid injury leave will not count against the employee's other available leave.

If the administrator determines that the employee does not qualify for paid injury leave, then the employee may be required to use other available leave. There is no appeal process for an employee who has been denied a request for paid injury leave.

[*Return to Beginning of Chapter 3*](#)

Section 3-G**SUMMARY LIST OF ALL BENEFITS AND LEAVES**

<u>Benefits</u>	<u>Employees Hired Before 07/11/2005</u>	<u>Employees Hired On or After 07/11/2005 and Before 09/22/2010</u>	<u>Employee Hired On or After 09/22/2010</u>
Medical and Dental Insurance	Eligible if working at least 35 hours per week. The district pays 100% Single Health/Single Dental.	Eligible if working at least 35 hours per week. The district pays a prorated amount of Single Health/Single Dental based on FTE. The employee pays the difference between the district's contribution and the cost of the premium.	Eligible if working 40 hours per week. The district pays a prorated amount of Single Health/Single Dental based on FTE. The employee pays the difference between the district's contribution and the cost of the premium.
Cash In Lieu of Insurance Option	Eligible if working at least 35 hours per week. For employees who currently have insurance coverage, there will be no cash-in-lieu benefit if they decide to drop insurance coverage.	Eligible if working at least 35 hours per week. For employees who currently have insurance coverage, there will be no cash-in-lieu benefit if they decide to drop insurance coverage.	Not Eligible.
125 Flex Plan	Eligible.	Eligible.	Eligible.
LTD (Long Term Disability)	Eligible if scheduled to work at least 6.5 hours per day. LTD premium is paid by the employee.	Eligible if scheduled to work at least 6.5 hours per day. LTD premium is paid by the employee.	Eligible if scheduled to work at least 6.5 hours per day. LTD premium is paid by the employee.
Group Life Insurance	Eligible if working at least 17.5 hours per week.	Eligible if working at least 17.5 hours per week.	Eligible if working at least 17.5 hours per week.
Visions Insurance	Eligible if working at least 17.5 hours per week.	Eligible if working at least 17.5 hours per week.	Eligible if working at least 17.5 hours per week.
NPERS Retirement	Required participation if working at least 15 hrs per week. Effective 07/01/2013 required participation was changed to at least 20 hours per week.	Required participation if working at least 15 hrs per week. Effective 07/01/2013 required participation was changed to at least 20 hours per week.	Required participation if working at least 15 hrs per week. Effective 07/01/2013 required participation was changed to at least 20 hours per week.
Tax Shelter Annuity	Eligible.	Eligible.	Eligible.

<u>Leave Plans</u>	<u>Employees Hired Before 07/11/2005</u>	<u>Employees Hired On or After 07/11/2005 and Before 09/22/2010</u>	<u>Employee Hired On or After 09/22/2010</u>
Sick Leave	Eligible if working at least 17.5 hours per week. Receive annual allotment of sick leave days on the anniversary hiring date.	Eligible if working at least 17.5 hours per week. Earn one sick leave day per month worked.	Eligible if working at least 32.5 hours per week. Earn one sick leave day per month worked.
Convert Sick Leave to Personal Leave (Classified Only)	Eligible to convert 2 sick days per year to personal days.	Eligible to convert 2 sick days per year to personal days.	If hired before 10/1/13, eligible to convert 2 sick days per year to personal days. If hired on or after 10/1/13, not eligible to convert sick days to personal days.
Personal Days (Classified Exempt Only)	Eligible for 2 personal days.	Eligible for 2 personal days.	Eligible for 6 personal days.
Bereavement Leave	Eligible if working at least 17.5 hours per week.	Eligible if working at least 17.5 hours per week.	Eligible if working at least 32.5 hours per week.
Jury Duty	Eligible.	Eligible.	Eligible.
Discretionary	Not Eligible.	Not Eligible.	Not Eligible.
Vacation	Eligible if working full-time (40 hours a week for 12 months a year). Earn paid vacation days at the end of each year (12 months) worked. Receive 10 days on the first anniversary date. Increases by one-half day per year.	Eligible if working full-time (40 hours a week for 12 months a year). Earn paid vacation days at the end of each year (12 months) worked. Receive 10 days on the first anniversary date. Increases by one-half day per year.	Eligible if working full-time (40 hours a week for 12 months a year). Earn paid vacation days at the end of each year (12 months) worked. Receive 10 days on the first anniversary date. Increases by one-half day per year.
Holidays	Eligible if working at least 35 hours per week. Work schedule must span the holiday to be eligible for holiday pay.	Eligible if working at least 35 hours per week. Work schedule must span the holiday to be eligible for holiday pay.	Eligible if working 40 hours per week. Work schedule must span the holiday to be eligible for holiday pay.

[Return to Beginning of Chapter 3](#)

[Return to Table of Contents](#)

CHAPTER 4 – Employee Expectations

[Return to Table of Contents](#)

Section 4-A	“AT WILL” EMPLOYEES
Section 4-B	ATTENDANCE, PUNCTUALITY AND EXCESSIVE ABSENCES
Section 4-C	ATTENDANCE DURING INCLEMENT WEATHER
Section 4-D	CONDUCT
Section 4-E	EMPLOYEE BEHAVIOR AS A MODEL TO STUDENTS
Section 4-F	DISCIPLINARY PROCEDURES
Section 4-G	TERMINATION PROCEDURES
Section 4-H	PROFESSIONAL BOUNDARIES BETWEEN EMPLOYEES AND STUDENTS
Section 4-I	REPORTING OF CHILD ABUSE/NEGLECT
Section 4-J	NOTIFICATION OF ARREST, CRIMINAL CHARGES, AND CERTIFICATE, LICENSE OR CHILD ABUSE COMPLAINTS
Section 4-K	PERSONAL APPEARANCE OF EMPLOYEES
Section 4-L	EMPLOYEES WITH TATTOOS AND/OR BODY PIERCINGS
Section 4-M	EMPLOYEE ID BADGES
Section 4-N	BUILDING KEYS AND KEY FOBS
Section 4-O	CHANGE OF ADDRESS
Section 4-P	OUTSIDE EMPLOYMENT
Section 4-Q	WORKPLACE THREATS & VIOLENCE
Section 4-R	ANTI-BULLYING
Section 4-S	DRUG FREE SCHOOLS, COMMUNITY & WORKPLACE
Section 4-T	TOBACCO-FREE ENVIRONMENT
Section 4-U	CONFLICT OF INTEREST
Section 4-V	USE OF SCHOOL FACILITIES
Section 4-W	ADHERENCE TO COPYRIGHTS & PATENT LAWS
Section 4-X	SAFE DRIVING RECORD STANDARD FOR DRIVERS
Section 4-Y	TRANSPORTATION EMPLOYEES ANTI-DRUG PLAN
Section 4-Z	SEARCH AND SEIZURE

Section 4-A	“AT WILL” EMPLOYEES

All non-certificated employees and non-certificated assignments shall be employed on an "at will" basis. Non-certificated 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 non-certificated employees shall be or is intended to create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the "at will" employment of non-certificated employees. No administrator or other employee of the school district has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an at-will employment relationship.

[Return to Beginning of Chapter 4](#)

Section 4-B	ATTENDANCE, PUNCTUALITY AND EXCESSIVE ABSENCES

It is the practice of the Kearney Public 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. Excessive absenteeism or tardiness will be subject to discipline up to and including termination.

Supervisors should notify employees of their starting, ending and break times. Employees are expected to be engaged in carrying out their duties during all scheduled work time, and should be ready to begin working at their scheduled starting time.

Employees should notify their supervisor, as far in advance as possible, whenever they are unable to report for work, know they will be late, or must leave early. The notice should include a reason for the absence and an indication of when the employee can be expected to report for work.

When it is necessary for employees to be absent from work due to illness, injury, or other personal reasons, they are expected to follow the established call-in-procedure. Absences must be reported as soon as possible in the manner directed by the supervisor, and the absence must also be reported on the I-Visions system. For custodians, an Absence Form should be completed, signed by the supervisor and submitted to the Payroll Office.

Definition of excessive absence

An absence rate over 5% will be considered excessive. Each full-time 12 month employee earns one day of Sick Leave per month of work. The acceptable allowance for the full-time employee would be 12 days per year or 96 hours of illness. If an employee was absent for 96 hours of 2080 hours worked, this would be an absenteeism rate of 4.6%

To calculate the amount for the employee who works the school year or some portion of the calendar year, a comparison would be made between the number of hours the person would have been expected to be at work to that point in the year and the number of hours worked. For example, the worker who is scheduled to work for 1207 hours per year and uses 120 hours for illness over the course of their work year, the absenteeism percentage would be 9%. This would be considered to be in excess of the normal rate of 5% and the employee would be notified that an improvement in attendance is expected.

There are other factors which will be taken into consideration. For example, serious illness requiring extended treatment. Employees on treatment plans for serious illness should not be written up for excessive absences. Another factor for consideration in applying the excessive absence designation is the employee who uses Sick Leave immediately as they receive it. This is typically indicative of problem attendance.

It should be the goal of the employee to establish a record of reliable attendance.

[Return to Beginning of Chapter 4](#)

Section 4-C	ATTENDANCE DURING INCLEMENT 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 notification system. We also recognize that certain employees are essential to district operations during inclement weather or other emergency situations. Designated staff members need to report to work as soon as safely possible during such inclement weather conditions.

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 notification system will be utilized. The call will go to your home phone number and one other alternate phone number that you select. Phone numbers must be updated with the school secretary or the Human Resources department. If you believe school will be closed due to the weather but have not received a call, please tune into your local radio or television station for announcements.

Central Office

The Superintendent, or his/her designee, will decide whether the Central Office will be open or closed due to the weather, and will communicate that decision to administrators. If the Central Office is open, Central Office administrators and 12-month employees are expected to report at the time stated by the Superintendent or his/her designee. Central Office employees are to make the determination when they can safely come to work. This will vary for each person depending on distance from work, type of vehicle, road conditions, etc. If employees can

and want to come to work, it is their personal determination. They are not required to travel in adverse weather conditions. Classified employees will be paid only for the time they are at work. If eligible, they can convert a sick leave day to a personal day, use comp time, use a vacation day if they have vacation benefits, or make up for the time they are not at work during the same time period. If employees are using compensatory time to create paid time when absent from work, their supervisor must approve the time. Each employee is responsible to communicate with their supervisor regarding their work plans during adverse weather conditions.

Building Secretaries

If school is closed for the day, building secretaries are to talk with their principal to decide if they are to be at the school office. Building secretaries are paid by the hour and will only be paid if they are at work or use a permitted paid leave when school is closed for the day. Secretaries may choose to use a vacation day (if they are eligible for vacation), use comp time, or convert a sick day to a personal day (if they are eligible) to cover their absence.

Para-Educators

KPS allows the principals flexibility in the scheduling of Paraprofessional hours. If a Para misses a day of work due to snow and does not take a personal day, they may work another day with the permission of the principal to recoup the work time/pay they missed due to the snow day.

It is the responsibility of the building principal/supervisor to track Para budgeted hours and to determine if work hours missed due to snow may be worked at another time. It is always important to remember that position hours cannot be moved from one position to another to give one employee over another additional work hours. Adjustments to work hours for Paraprofessionals may be made only by the supervising principal.

Facilities Department and Transportation

On days when school is closed, the secretaries for Facilities and Transportation will talk with their supervisor to determine if they are required to be at work. Facilities and Transportation hourly employees will not be paid if they do not report to work on snow days. Hourly wage employees may choose to use a vacation day, use comp time, or convert a sick day to a personal day (if they are eligible) to cover their absence.

Custodians and Maintenance

Maintenance, custodial, and vehicle maintenance staff, by virtue of their designated tasks, will need to report to work to assist in snow removal. It is not acceptable for a maintenance or custodial worker to call in and request to convert one of their sick days to a personal day as a means of avoiding the job requirement of snow removal.

On normal school days all first shift elementary and secondary custodians and maintenance personnel will start work according to the estimated time it will take to move the snowfall. Facilities Department staff will not be called and told what time to report. It is expected that Facilities Department employees understand the essential functions of their job as it pertains to snowfall, and are expected to watch the weather and check in the early morning to determine what time they need to start snow removal. Usually this is no earlier than 5:00 a.m.

If it snows on a Saturday or Sunday and snow removal is needed, the head custodians at Horizon, Sunrise, and Kearney High will contact the custodial supervisor, Facilities supervisor, head groundskeeper, or Director of Facilities to find out the start time for snow removal. All Horizon, Sunrise and the High School custodians will contact their building head custodian to find out when snow removal will take place. All elementary custodians are to contact the custodial supervisor, Facilities Department supervisor, head groundskeeper, or Director of Facilities Department to find out when snow removal will take place.

If a custodian or grounds person calls in sick on a day that snow removal is needed, they are to call the supervisor or head custodian early enough that someone can be scheduled to handle the snow removal duties for the building. They should not call and leave a message on the Facilities Department office voicemail because voicemail is not normally checked until about 6:45 a.m., and if snow removal is required, it is too late to find a

replacement. Employees are reminded that snow removal is a team effort and only serious reasons should prevent an employee from reporting to work.

When School is Closed for the Full Day

1. Classified employees will not be paid for the time absent.
2. Classified employees who are eligible for vacation may use vacation time for the time they were absent.
3. Classified employees may have the opportunity to make up their time with pre-approval by their principal/supervisor.
4. Classified employees who are eligible to convert a sick leave day to a personal day may do so. Eligible classified employees are allowed to convert two days per year. Thus, a snow day can be designated by the employee to be a paid personal day.
5. Full-time, 8 hour per day employees may choose to make up the time. They must do so during the week of the absence to avoid going over 40 hours in any one week. Less than 40 hour per week employees will make up the time as soon as possible, not to exceed 40 hours in any one week.

When School is Closed for Part of a Day

Classified hourly employees will receive pay only for the amount of time actually worked. Classified employees will have the opportunity to make up the time absent, as described in the previous paragraph. If full time, 8 hour per day employees choose to make up the time, they must do so during the week of the absence to avoid going over 40 hours in any one week. Less than 40 hour per week employees will make up the time as soon as possible, not to exceed 40 hours in any one week.

[Return to Beginning of Chapter 4](#)

Section 4-D	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 the district-wide no tobacco restriction.
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.
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.

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.

[Return to Beginning of Chapter 4](#)

Section 4-E	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. 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 cameras.

[Return to Beginning of Chapter 4](#)

Section 4-F	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. Steps in the disciplinary process are outlined below; however, based on the seriousness of the offense, management may enter into any level of disciplinary action or termination.

1. Verbal Discussion/Warning: The supervisor has a face-to-face conference with the employee to discuss poor work performance or conduct. Directions for improvement are given.
2. Written Warning: If there is little or no improvement after the verbal discussion/warning, the next step is a written warning. The supervisor completes an Employee Discipline Form and conferences with the employee. The employee has the right to read and discuss the report and comment in writing. A member of the Human Resources Department may be present at the supervisor or employee's request. The employee may invite another party to the conference.
3. Discipline: After step 2, if there is no marked improvement, the supervisor will complete a second written Employee Discipline Form and conference with the employee. A member of the Human Resources Department may be present at the supervisor's or employee's request. The employee may invite another party to the conference.
4. Termination: After step 3, if there is no marked improvement, the employee may be terminated.

Administration/management reserves the right to enter into any level of disciplinary action or termination based on the severity of the offense and the employee's history of performance.

[Return to Beginning of Chapter 4](#)

Section 4-G	TERMINATION PROCEDURES

Under Nebraska's "at-will" employment law, termination may be made without prior notice or prior discipline, and may be made with or without cause. When a decision is made to terminate, if possible, a conference will be held between the employee and the supervisor. If a conference is not possible, the employee will be notified of the termination by phone and/or letter. If possible, a written review of the termination documentation will be presented to the employee. The employee will have the opportunity to respond in writing to the termination documentation. If possible, the termination documentation will be signed by the employee. Copies of the termination documentation will be filed with the supervisor and the Human Resources Department. A copy will be furnished to the employee. The terminated employee will receive their final paycheck on the next regular payday. The terminated employee is expected to turn in keys, uniforms, and nametags promptly.

Examples of inappropriate conduct that may result in termination include, but are not limited to:

1. Prohibited conduct as listed in all sections of Chapter 8 – Employee Expectations
2. Commitment or Conviction of any Criminal Act
3. Conduct Unbecoming any Public Service Employee
4. Disorderly or Immoral Conduct
5. Tardiness
6. Unauthorized or Excessive Absences
7. Insubordination
8. Harassment
9. Not Performing Work
10. Improper Work Attire
11. Violation of District Policy
12. Violation of Safety Procedures
13. Conflict of Interest
14. Discourteous Behavior toward Other Employees
15. Discourteous Behavior toward Students
16. Damage to District Property
17. Sub-Standard Work
18. Violation of Leave Policy
19. Other: _____

These examples of inappropriate conduct 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.

[Return to Beginning of Chapter 4](#)

Section 4-H	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, emailing 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.
- 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.

[*Return to Beginning of Chapter 4*](#)

Section 4-I	REPORTING OF CHILD ABUSE/NEGLECT (Board Policy 5402)

The District and its employees will follow applicable state laws in the reporting of suspected cases of abuse or neglect. Any employee of the 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.

[Return to Beginning of Chapter 4](#)

Section 4-J	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.

[Return to Beginning of Chapter 4](#)

Section 4-K	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 situation. Employees are to check with their supervisor regarding workplace dress guidelines.

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.

[Return to Beginning of Chapter 4](#)

Section 4-L	EMPLOYEES WITH TATTOOS AND/OR BODY PIERCINGS

While it is becoming more commonplace for employees to have tattoos, the expectation is that tattoos and/or body piercings be in good taste, do not cause a distraction in the workplace for other employees and students, and do not promote drugs, alcohol, or violence. It is preferable that the tattoo be covered whenever possible. The supervisor of the employee will determine the appropriateness of the tattoo and/ or body piercings. The employee is reminded that they are expected to be good role models for students.

[Return to Beginning of Chapter 4](#)

Section 4-M	EMPLOYEE ID BADGES

All KPS employees are required to wear KPS identification badges. These ID badges help ensure that only authorized personnel have access to district buildings. ID badges need to be worn during work hours. 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 the Human Resources Department at 698-8012 to obtain a replacement.

[Return to Beginning of Chapter 4](#)

Section 4-N	BUILDING KEYS AND KEY FOBs

The word “key” is to include any device used to unlock a door such as a key, electronic key fob or electronic key card. Individuals who are assigned a key are responsible for the security of that key. It is the responsibility of each person who has been issued a key to be vigilant in its use in order to maintain security.

All building keys are the property of Kearney Public Schools. Improper or unauthorized use, such as reproduction, lending of, or use for entry into non-authorized areas may result in the revocation of the key and may include disciplinary actions. Employees shall not loan or transfer keys to anyone. The person to whom a key has been issued will be held responsible for the use of that key. Any person found to be in possession of an unauthorized key shall be liable for its use and subject to disciplinary and legal action.

Lost or stolen keys must immediately be reported to the building administrator. A replacement charge reflecting the time and expense of the key replacement will be assessed for each lost or stolen key. Requests for keys lost due to theft should be accompanied by a police report. Damaged or worn keys will be replaced at no charge provided the old key is returned to the building administrator and shows no signs of intentional abuse. Building keys will only be made or duplicated by the Buildings and Grounds Department.

All keys must be returned to the building administrator or their designee when the employee’s duties no longer necessitate the need for a key. The employee cannot pass on a key to another or new employee.

[Return to Beginning of Chapter 4](#)

Section 4-O	CHANGE OF ADDRESS

The Human Resources Department must be notified by an employee of any change of address or telephone number as soon as it occurs. Employees are asked to also report a change of address or phone number to their school secretary.

[Return to Beginning of Chapter 4](#)

Section 4-P	OUTSIDE EMPLOYMENT

Employees are cautioned to consider carefully the demands that outside employment will create on their employment with KPS. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to work overtime or different hours in regard to their position.

[Return to Beginning of Chapter 4](#)

Section 4-Q	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).

[Return to Beginning of Chapter 4](#)

Section 4-R	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.

[Return to Beginning of Chapter 4](#)

Section 4-S	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, Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) 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 look-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 or on off-duty time 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 detectable 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 5 calendar days) 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.

[Return to Beginning of Chapter 4](#)

Section 4-T	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.

[Return to Beginning of Chapter 4](#)

Section 4-U	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.

[Return to Beginning of Chapter 4](#)

Section 4-V	USE OF SCHOOL FACILITIES

Employees who are issued keys to the school are expected to not lose their keys and to not allow others to have access to or to use their keys. Employees are permitted to have access to school facilities during non-school time provided your Principal or supervisor has given permission and such access is for work-related purposes. When employees leave the building, they are to close all windows, lock doors, and make sure that the entry door is fully closed and locked. This is especially important when employees are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

[Return to Beginning of Chapter 4](#)

Section 4-W	ADHERENCE TO COPYRIGHTS & PATENT LAWS(Board Policy 4021)

It is the intent of the Kearney Public Schools to adhere to the provisions of U.S. Copyright Law and the Patent Act. All parties, including administrators, teachers, other staff members and students are prohibited from using, copying or transmitting materials not specifically allowed by fair use, copyright or patent law, licenses or contractual agreements or permission. All staff shall be responsible for informing themselves and reviewing relevant information pertaining to copyright and patent rules, fair use, District licenses or contractual agreements and permissions. Anyone who disregards this copyright and patent policy is in violation, assumes all responsibility for infringement, including possible civil liability and criminal prosecution and may be subject to disciplinary action including termination from employment. The District does not assume any legal responsibility for any infringement of copyrights, patents, or other proprietary rights. Copyright and patent information will be provided to assist employees so that they can perform their duties within the intent of the law. The District Departments of Library Media Services or Computing Services should be contacted regarding any questions.

All staff shall also respect the copyright, patent and proprietary rights of any materials accessed through the District's network system or technology resources. Staff may not use or duplicate copyrighted or patented materials, graphics, software (including district-owned or licensed software) or other proprietary materials

without permission from the copyright or patent holder, unless the use falls within fair use parameters, licenses, or contractual agreements or permissions, whether for personal use or for the use of others.

[*Return to Beginning of Chapter 4*](#)

Section 4-X	SAFE DRIVING RECORD STANDARD FOR DRIVERS (Board Policy 4240.2(a))

Standard for Pupil Transportation Vehicle Drivers: Each person who is required to have a permit to operate a pupil transportation vehicle for this School District shall meet all requirements to hold and continue to hold a pupil transportation operator's permit. One of the requirements for obtaining such a permit is that the person have a record of satisfactory driving as determined by Board policy. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 20 years; or
4. Accumulation of 5 or more points under the motor vehicle operator's license point system within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Small Vehicles for Activity Trips: Each person who drives a small vehicle (car or van) other than a pupil transportation vehicle for school activities and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 20 years; or
4. Accumulation of 5 or more points under the motor vehicle operator's license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Other School Vehicles: Each person who drives a school vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position requires driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
3. Reckless driving or willful reckless, within the immediate prior 10 years; or
4. Accumulation of 6 or more points under the motor vehicle operator's license point system within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Superintendent or Superintendent's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with the District and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

[Return to Beginning of Chapter 4](#)

Section 4-Y	TRANSPORTATION EMPLOYEES ANTI-DRUG PLAN (Board Policy 4030.1)

The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and drug testing of safety-sensitive employees in the aviation, motor carrier, railroad and mass transit industries. The Federal Highway Administration requires alcohol and drug testing of drivers who are required to have a commercial driver's license.

Kearney Public Schools has a vital interest in maintaining safe, healthful and efficient working conditions for all of its employees. Being under the influence of a drug or alcohol on the job poses serious safety and health risks, not only to the user, but to all those who work with or otherwise come into contact with the user. The possession, use, or sale of illegal drugs or alcohol on the job also poses unacceptable risks for safe, healthful and efficient operations.

It is the School District's right, obligation, and intent to maintain a safe, healthful, and efficient working environment for all of its employees and to protect company property, equipment, and operations from the risks associated with drug and alcohol use in the workplace. Employees in "safety-sensitive" positions, as defined by the Omnibus Transportation Employee Testing Act of 1991 and regulations promulgated hereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. This Anti-Drug Plan can be altered or modified without prior notice.

Policy Application

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

Drug Awareness Program

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

Prohibited Conduct

The Kearney Public Schools prohibits the following conduct:

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

Testing for Controlled Substances

1. Pre-Employment Testing – Kearney Public Schools will require all applicants it intends to hire to be tested for the use of controlled substances as a pre-qualification condition. Applicants who test positive for the use of controlled substances, or who refuse to submit to such testing, will be disqualified from further hiring consideration.
2. “Reasonable Cause” Testing – Kearney Public Schools will require current employees to submit to testing for controlled substances when it believes there is “reasonable cause” to suspect a violation of this policy. “Reasonable cause” includes irrational or unusual behavior, reporting to work in an apparent unfit condition, and conduct of a similar nature. Employees who are requested to undergo “reasonable cause” testing will be transported to the Collection Site by a school representative. The employee will be required to submit to the drug test. Any attempt to invalidate or tamper with the test will subject the employee to disciplinary action, up to and including termination.
3. Post-Accident/Injury Testing – As soon as practicable following an accident involving a commercial motor vehicle, the School District will require an alcohol test for the surviving driver who was performing safety-sensitive functions with respect to the vehicle, if the accident involved:
 - a. A citation under State or local law for a moving traffic violation arising from the accident,
 - b. A fatality,
 - c. Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - d. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the School District to have refused to submit to testing.
4. Random Testing – Federal regulations also require random testing of commercial licensed drivers for controlled substances. The regulations specify that such tests must equal or exceed 50% of the total number of drivers on an annual basis. All drivers will be required to submit to testing for controlled substances under random testing procedures established by the school.

Penalties for Violations

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

[Return to Beginning of Chapter 4](#)

Section 4-Z	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.

[Return to Beginning of Chapter 4](#)

Section 4-AA	RIGHTS, RESPONSIBILITIES, DUTIES, & CLASSROOM ENVIRONMENT (Board Policy 4020)

Any person employed with the Kearney Public Schools agrees to perform the responsibilities and duties as assigned in a safe and efficient manner.

All employees must follow all Kearney Public Schools policies, regulations, assessment and curriculum guidelines, testing procedures and protocols, division bulletins or directives, work rules, professional agreements, employee handbooks, and procedural handbooks/manuals. All employees shall obey all lawful and proper orders, instructions, and directives issued by a supervisor either orally or in writing.

Employees are accountable for the proper use and care of District equipment and supplies.

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly, and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays), and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

[Return to Beginning of Chapter 4](#)

[Return to Table of Contents](#)

CHAPTER 5 – Use of District Internet, Computer, Email and Social Media

[Return to Table of Contents](#)

[Section 5-A INTERNET SAFETY AND ACCEPTABLE USE POLICY](#)

[Section 5-B EMAIL/INTERNET ACCESS](#)

[Section 5-C DISTRICT INTERNET WEB AND SOCIAL MEDIA](#)

Section 5-A	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.

Students (K-12) at Kearney Public Schools receive instruction on Internet Safety, which is embedded in a variety of curriculums and taught by the school librarians, technology instructors, elementary counselors, and business instructors. This curriculum includes materials related to personal safety on the Internet, appropriate use of social networking sites, cyber-bullying, and other topics that encourage digital citizenship. A copy of the scope and sequence for the KPS Internet Safety Curriculum may be found in the district Curriculum Office or District Media Office.

1. Definitions. Key terms are as defined in CIPA. “Inappropriate material” for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District’s online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
6. Parental Consent. The District shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
7. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the District's Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the District shall inform the Superintendent or designee in writing if they do not want their child to have access.

The Superintendent and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses.
The following are unacceptable uses of the technology resources:
 - a. 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.
 - b. 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.

Occasional use that the Superintendent or designee determines to ultimately facilitate the mission of the District is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the District: sending an email to a minor child or spouse; sending an email related to a community group in which an employee is a member where the membership in the community group facilitates the District's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for non-school use; or sending an e-mail related to one's own private consulting business.

- c. 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.
- d. 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,
 - 1. 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).
 - 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 - 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 - 4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 - 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
 - 6. 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.
 - 7. Users shall not engage in any form of vandalism of the technology resources.
 - 8. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. 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:
 - 1. To access any material contrary to the Internet Safety Policy; or to create or generate any such material.
 - 2. To engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
 - 3. To engage in violations of employee ethical standards and employee standards of performance, such as sending emails that are threatening or offensive or which contain abusive language; use of end messages on emails 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 emails that divulge protected confidential student information to unauthorized persons.
 - 4. To engage in or promote violations of student conduct rules.
 - 5. To engage in illegal activity, such as gambling.
 - 6. In a manner contrary to copyright laws.

7. In a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed District training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Superintendent. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District’s computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent’s designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful will be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

[*Return to Beginning of Chapter 5*](#)

Section 5-B	EMAIL/INTERNET ACCESS (Board Policy 4037)

“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.

EMail and Internet Rules:

1. General Rules

- a. The email 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 email 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 ensure 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 administering 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.

[Return to Beginning of Chapter 5](#)

Section 5-C	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.

[Return to Beginning of Chapter 5](#)

[Return to Table of Contents](#)

CHAPTER 6 – Anti-Discrimination & Anti-Harassment

[Return to Table of Contents](#)

[Section 6-A ANTI-DISCRIMINATION, ANTI-HARASSMENT & ANTI-RETALIATION](#)

[Section 6-B AMERICANS WITH DISABILITIES ACT \(ADA\)](#)

Section 6-A	ANTI-DISCRIMINATION, ANTI-HARASSMENT & ANTI-RETALIATION (Board Policy 4002.1)

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 –

Mr. Bob Hastings, Director of Human Resources
Kearney Public Schools
320 West 24th Street
Kearney, NE 68845
308-698-8011
bobhastings@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.

[Return to Beginning of Chapter 6](#)

Section 6-B	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.

[Return to Beginning of Chapter 6](#)

[Return to Table of Contents](#)

CHAPTER 7 – Complaint Procedure

[Return to Table of Contents](#)

Section 7-A COMPLAINT PROCEDURE

Section 7-A	COMPLAINT PROCEDURE

Introduction

It is the belief and practice of KPS that classified 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 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 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.

[Return to Beginning of Chapter 7](#)

[Return to Table of Contents](#)

CHAPTER 8 – Workplace Procedures

[Return to Table of Contents](#)

[Section 8-A ELECTRONIC TIMEKEEPING SYSTEM](#)

[Section 8-B LUNCH BREAKS](#)

[Section 8-C REST BREAKS](#)

[Section 8-D PERSONAL CELL PHONE USAGE](#)

[Section 8-E JOB VACANCIES](#)

[Section 8-F ASSIGNMENT/TRANSFER](#)

[Section 8-G WORK SCHEDULE AND DUTY HOURS](#)

[Section 8-H EVALUATIONS](#)

[Section 8-I RESIGNATION](#)

[Section 8-J LEGAL AND ETHICAL GUIDELINES FOR PARAPROFESSIONALS](#)

[Section 8-K PARA PRO ASSESSMENT](#)

Section 8-A ELECTRONIC TIMEKEEPING SYSTEM

Kearney Public Schools will use an electronic timekeeping system for the classified hourly staff to record time worked. The staff clocks in at the start of their shift and clocks out when they end their shift. Supervisors review and approve time worked each month for payment on the 20th. The system keeps track of time worked and absences such as: sick leave, converted sick leave to personal days, holidays and vacation. Employees' requests for absence are submitted to their Supervisor for approval in I-Visions.

[Return to Beginning of Chapter 8](#)

Section 8-B LUNCH BREAKS

Classified employees who work an entire day (minimum of 7 hours per day) should have at least a thirty (30) minute unpaid lunch break per day. Lunch breaks should be scheduled so as not to disrupt building or departmental functions. Employees are not required to remain on the premises during lunch breaks. Employees are expected to leave for and return from lunch breaks on time. Employees are not required to take lunch breaks; however, employees cannot routinely skip lunch and end their workday thirty (30) minutes earlier than scheduled. Employees are expected to follow the directives of their Supervisors in determining work schedules and lunch breaks.

[Return to Beginning of Chapter 8](#)

Section 8-C REST BREAKS

Kearney Public Schools, as a general operating procedure, endorses allowing classified employees one fifteen (15) minute break for every 3 ½ hours of work. Rest breaks are subject to departmental needs and are not guaranteed. However, it is a reasonable expectation that rest breaks will be scheduled for each employee. The rest breaks should be fifteen (15) minutes for each half-day worked.

[Return to Beginning of Chapter 8](#)

Section 8-D 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, take pictures, etc. 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.

[Return to Beginning of Chapter 8](#)

Section 8-E	JOB VACANCIES

Employees are notified of job vacancies by updates on the district website and the district vacancy list.

[Return to Beginning of Chapter 8](#)

Section 8-F	ASSIGNMENT/TRANSFER

Assignment of duties to classified employees shall be the responsibility of the Superintendent or the Superintendent's designees. The assignment of any classified employee may be changed during the year when deemed advisable by the Superintendent of his/her designee. Classified employees may request a transfer to another position by contacting their supervisor. Transfers between positions may be made under both voluntary and involuntary conditions.

[Return to Beginning of Chapter 8](#)

Section 8-G	WORK SCHEDULE AND DUTY HOURS

The Superintendent or the Superintendent's designee shall establish work schedules, duty hours and other conditions of work in keeping with board policies.

[Return to Beginning of Chapter 8](#)

Section 8-H	EVALUATIONS

All classified staff will be given an annual evaluation no later than their anniversary date or by a deadline established by the Human Resources Office. Supervisors will be responsible for submitting Employee Evaluation reports to the Human Resources Department annually at the time of the employee's hiring anniversary date or by the due date established by Human Resources. Department Supervisors are to conduct a conference with employees regarding their evaluations.

[Return to Beginning of Chapter 8](#)

Section 8-I	RESIGNATION

Whenever possible, classified and classified-exempt employees are expected to give two (2) weeks notice of intention to resign their employment; however, it is not required by law. Written notice of resignation should be addressed to the appropriate administrator or supervisor. Supervisors and principals are asked to submit a copy of employee resignations along with the Notice of Separation to the Human Resource Department. A Notice of Separation – Non-Teaching Staff Form will be completed and signed by the employee and supervisor. Employees are expected to turn in keys, ID's and uniforms to their supervisors at the end of their employment.

[Return to Beginning of Chapter 8](#)

Section 8-J	LEGAL AND ETHICAL GUIDELINES FOR PARAPROFESSIONALS

It is helpful to the Paraprofessional Employee and the Principal to have guidelines for the types of work the para employee should be doing in the classroom. The following list can serve as a guide in making the determination of how to properly assign work tasks to the para employee.

Paras should:

1. Work directly under the continuous supervision of certified teachers,

2. Supervise students for short periods of time (Liability is not a matter of certification. It is a matter of demonstrating reasonable care and normal precautions).
3. Maintain confidentiality.
4. Be responsible for actions (honest, conscientious).
5. Share ideas and situations with teachers (inform and communicate).
6. Bring problems to the attention of certified staff.
7. Be aware of emergency procedures.
8. Participate in in-service opportunities related to their position.
9. Ask for clarification on any directions that are new or unclear.

Paras should not:

1. Assume responsibility for planning, organizing or managing the classroom.
2. Serve as a substitute teacher (even if certified).
3. Supervise an instructional station alone, except for brief periods of time.
4. Give grades and determine criteria for grades.
5. Report student progress to anyone except the teacher.
6. Assess and diagnose individual learning needs of students.
7. Plan learning activities for students (should carry out the plans of teachers).
8. Plan and select teaching materials for student activities.

[Return to Beginning of Chapter 8](#)

Section 8-K	PARA PRO ASSESSMENT TEST

In an effort to meet the requirements of ESSA (Every Student Succeeds Act), Kearney Public Schools will test all Title I para educators who do not have an Associate Degree or at least two years of college (60 credit hours). Title I para educators are all paras in Title I school-wide programs and individual para paid by Title I funds in targeted assistance programs. Kearney Public Schools is using the Para Pro Assessment developed by the Educational Testing Service. The test measures skills in reading, writing, mathematics and instructional abilities in those areas. Paras are provided with Study Guides and practice tests to help them prepare for the assessment test.

[Return to Beginning of Chapter 8](#)

[Return to Table of Contents](#)

CHAPTER 9 – Classified Exempt Employees

[Return to Table of Contents](#)

[Section 9-A](#) **DEFINITION OF CLASSIFIED EXEMPT EMPLOYEES**

[Section 9-B](#) **PERSONAL DAYS FOR CLASSIFIED EXEMPT EMPLOYEES**

[Section 9-C](#) **BENEFITS AND REQUIRED DAYS OF WORK**

[Section 9-D](#) **HOURS ON DUTY**

Section 9-A **DEFINITION OF CLASSIFIED EXEMPT EMPLOYEES**

The employee procedures as explained in the Classified Employee Handbook apply to the Classified Exempt Employee as well. This additional chapter of information further defines the status and employment terms for the Classified Exempt Employee. Classified Exempt Employees are encouraged to contact their supervisor or the Human Resources office if they have questions regarding issues particular to the Classified Exempt Employee status.

Under the Fair Labor Standards Act, employees are classified as exempt or non-exempt. Exempt employees hold positions classified as Executive, Administrative, Professional, or outside sales to which employers are not required to pay overtime. KPS employs a number of positions that are considered to be in the Classified Exempt category. Those positions and the corresponding number of workdays in the year are follows:

260 Days

Facilities Dept. Director
Custodial Supervisor
Facilities Department Supervisor
Food Service Director
Food Service Info Systems/Fiscal Assistant
Transportation Director
Technology Director
Grant Writer/Coordinator
Computer System Administrator
Communications Director
Human Resources Administrator
Payroll Administrator
Network Administrator

225 Days

Home visitation Specialists
Family Engagement Specialists

215 Days

Informational Systems Analyst

185 Days

Social Worker

187 Days

Registered Nurse

190 Days

Behavior Interventionist
Occupational Therapist

[Return to Beginning of Chapter 9](#)

Section 9-B **PERSONAL DAYS FOR CLASSIFIED EXEMPT EMPLOYEES**

All of the above listed employees are entitled to six (6) days of Personal Leave per year. Personal leave is available to the classified exempt employee each year on September 1. Unused personal days cannot be carried over to the next year. Exempt employees cannot convert accumulated Sick Leave days into Personal Days.

[Return to Beginning of Chapter 9](#)

Section 9-C **BENEFITS AND REQUIRED DAYS OF WORK**

Classified Exempt Employees on the job prior to August 11, 2005 will be under the following guidelines, which indicate a specified number of work days (indicated above) within the calendar year. Full-time benefits result from the employee working the specified number of days as defined for their position. Permanent reduction in the number of days worked would result in a proportional reduction in benefits. For example, if an employee

working in a position in which full-time is defined as 260 days is assigned or requests to work only 230 days, the benefit package would be reduced from 1.00 FTE to .88 FTE. Taking allowable sick leave or other approved leaves will not result in a reduction of benefits. Classified Exempt Employees hired after July 11, 2005 will have benefits calculated on a prorated basis measured against 2,080 hours per year (40 hours per week X 52 weeks per year.)

[Return to Beginning of Chapter 9](#)

Section 9-D	HOURS ON DUTY

Classified Exempt Employees are expected to work with their Supervisors to establish the daily schedule regarding start and ending times. Classified Exempt Employees are salaried and are not paid for hours worked in excess of 40 hours in a workweek. It is the practice of Kearney Public Schools that supervisors and administrators allow professional flexibility in work schedules for exempt employees. It is generally expected that Classified Exempt Employees are present and available during normal workday hours.

[Return to Beginning of Chapter 9](#)

[Return to Table of Contents](#)



RECEIPT OF CLASSIFIED EMPLOYEE HANDBOOK OF KEARNEY PUBLIC SCHOOLS

This signed receipt acknowledges that I am aware of and have reviewed a digital copy of the Classified 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

Return to the Human Resources Office

Community Relations

Use of School Facilities: Student Groups and Boy Scouts

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. 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.

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.

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

PersonnelTeacher Contracts

Certificated employees shall be recommended for hiring by the Superintendent with the final approval by the Board of Education prior to hiring. ~~The Superintendent or designee is authorized by this Policy to offer and execute contracts of employment with prospective employees on behalf of the District, pending ratification by the Board of Education at a subsequent board meeting.~~ Final approval must be made by formal motion of the Board of Education. ~~Absent extraordinary circumstances, the final approval by the Board of Education will should generally follow closely the recommendation of and actions by the Superintendent. whenever possible, but such approval of recommendation is not mandatory on the Board of Education.~~

All contracts for employment of a teacher or administrator to be effective must meet the following conditions:

1. The contract must be in writing and contain such provisions as are required by law.
2. The employed person must hold a valid teaching or administrative certificate at all times.
3. The employed person must not be under contract to another district in this state.
4. The contract must be approved by at least four (4) school Board members and signed by a designated member of the Board.

No member of the Board of Education may cast a vote in favor of the election of any teacher when such member of the Board is related to him or her or to the majority of the Board by blood or marriage.

Legal Reference:	79-817 79-818 79-819	Schools; contracts of employment; contracts Teachers contract; renewal; exceptions; amend or terminate; notice; hearings; decision

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Personnel

Behavioral Points of Contact

The Superintendent is delegated the authority to designate one or more behavioral awareness and health points of contact for each school building in the District. The behavioral awareness and health point of contact may be an administrator, nurse, psychologist, or another appropriate staff member. Each behavioral awareness and health point of contact will be trained in behavioral awareness and health and have knowledge of community service providers and other resources that are available for the students and families in the District. The District will maintain or have access to a registry of local mental health and counseling resources for students and parents.

The points of contact will be listed on the District's website and in the student handbooks.

The Superintendent shall report the designated behavioral awareness and health points of contact to the Nebraska State Department of Education each year when requested by the Department.

In addition, all District employees who interact with students, as determined by the Superintendent, shall receive at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training each year. The Superintendent or designee shall be responsible for coordinating this training.

Legal Reference: Neb. Rev. Stat. § 79-11,159
LB 705, § 4 (2023)

Policy adopted:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Personnel

Release from Contract

~~Certificated employees who wish to be released from their contract shall submit a written request for release to the Board of Education. The written request shall include a resignation.~~

~~-~~

~~The action on a release from contract received after April 15th each year shall be discretionary with the Board, but will ordinarily not be granted. Releases may be made subject to the conditions, including liquidated damages, payment of costs of securing a replacement, and the condition that a suitable replacement be secured.~~

~~-~~

~~For a release from contract after April 15, there will be no penalty if the certificated employee and the Board negotiate and agree upon the terms of the release.~~

~~-~~

~~Where a certificated employee leaves employment without receiving an approved release, the Superintendent is authorized to file a complaint with the Nebraska Professional Practices Commission. The Board also reserves the right to seek damages against any certificated employee as a result of breach of contract.~~

Resignation of Certificated Employees

Certificated employees are encouraged to notify their immediate supervisor of their plans to resign as soon as practicable. The Board of Education will generally accept all tendered resignations, effective at the end of the current school year, submitted prior to March 15th.

The Board delegates to the Superintendent the authority to formally ask certificated employees in writing whether they intend to accept employment with the District for the following school year. The Superintendent shall give employees a deadline to respond to such requests, so long as the deadline occurs after March 14th. Any employee who fails to respond or declines to accept employment for the following school year may be terminated from employment if they refuse to resign.

The Superintendent is further authorized to file a complaint with the Professional Practices Commission for any teacher who abrogates their contract with the District.

Notwithstanding anything to the contrary herein, the Board is not obligated to accept or reject any tendered resignation if the employee is involved in a disciplinary matter or for any other reason that the Board deems to be in the best interest of the District.

Legal Reference: Nebraska Revised Statutes § 79-829
NDE Rule 27

Policy adopted: 8/14/17
revised: 2/10/20
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Personnel

Meetings

Staff members shall attend meetings called by the superintendent of schools or other district administrators, except those meetings which are designated for optional attendance.

Legitimate reasons for absence from meetings shall be essentially the same as those requiring absence from regular duty.

Meetings of staff members may be held before school in the morning, during the school day, or following the dismissal of classes in the afternoon, and attendance may be required. In scheduling the meetings, there shall be the least possible interference with the classroom activities of teachers and pupils.

~~Elementary faculty members will have planning time from student dismissal to 4:00 P.M. on Mondays, Thursdays, and Fridays each week, with no district or building level meetings, except SAT, MDT, or IEP meetings, scheduled during these times. If individual teachers/administrators mutually agree to a meeting or event on a Monday, Thursday, or Friday between student dismissal and 4:00 P.M. to work on district or building initiatives, they may do so. District and building level meetings may be scheduled on Tuesdays and Wednesdays.~~

Students

Full-time and Part-time Enrollment

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

Exceptions are permitted only for:

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

Part-Time Enrollment of Non-Public School Students –

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

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

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

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

A. Non-Public School Student Enrollment Application Procedures -

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

B. Non-Public School Student Admission -

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

C. Non-Public School Student Enrollment Standards –

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

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

Non-Public School Student Policies –

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

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

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

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

Exempt Schools

~~The Kearney Public Schools recognizes the rights of parents and/or guardians to educate their students in an exempt school, in accordance with State and Federal law and regulations.~~

Students attending exempt schools

~~Nebraska law provides parents or legal guardians the right to educate their children or wards in alternative schools which are exempt from state approval or state accreditation requirements.~~

~~I. Definitions:~~

- ~~A. Exempt School shall mean any private, parochial, denominational or home school, which has elected not to meet approval and/or accreditation requirements pursuant to state law and regulations of the Nebraska Department of Education.~~
- ~~B. Exempt School Student shall mean any student attending an Exempt School.~~
- ~~C. Original School of Residence means that school where the exempt student would have attended and received educational instruction if the child had officially enrolled pursuant to the District's Enrollment Policy and Rule.~~
- ~~D. Programs shall mean the educational curriculum provided to students enrolled in the District.~~

~~I. Cooperation with Exempt Schools:~~

~~The District shall cooperate with the education of the Exempt School Students according to the state and federal law, District Policy and Rules. In cooperating in the educational process of Exempt School Students the District shall:~~

- ~~A. Provide Special Education services to qualified Exempt School Students pursuant to District Policies and Rules, State and Federal Laws and Regulations. Special education and related services will be provided at a site determined by the Director of Special Education. Services will be available during the hours that public school students attend school.~~

- ~~B. Allow exempt school students participation in activities under the jurisdiction of the Nebraska School Activities Association if they meet the 10 credits course requirement.~~
- ~~C. Allow exempt school students participation in district academic programs, excluding homebound services or alternative education services, except as may be required by law.~~
- ~~D. Provide textbooks to students participating in a Kearney Public Schools class/course.~~
- ~~E. KPS staff will not schedule time in exempt schools, except as required by law.~~

~~Students with exempt school status shall be required to comply with all the district policies and procedures and the code of conduct applicable to Kearney Public Schools students. The school may withhold credit and/or terminate the student's participation for continued noncompliance.~~

~~A part-time exempt school student shall not be on campus during such time that the student is not engaged in the class/course/activity or school-sponsored event without justified cause.~~

Students from Exempt Schools

Requests for Participation

- ~~F. All requests for participation in District educational programs or extra-curricular activities shall be referred to the Superintendent or designee for consideration and approval or denial. The Superintendent or designee in considering and evaluating the request shall consider the following issues:

 - ~~1. The availability of the requested educational program or extra-curricular activities at the original school of residence.~~
 - ~~2. Whether there is space available and whether a specified time can be assigned so as to minimize any conflicts or disruption of the education process;~~
 - ~~3. Whether the student has completed necessary prerequisite curriculum to the requested courses~~
 - ~~4. Whether the requested educational program or extra-curricular activity requires the student to participate in an integrated curricular program which cannot be isolated and requires additional classes/activities.~~
 - ~~5. Whether the Exempt School Student for whom the request was made is a resident of the District.~~~~
- ~~G. An Exempt School Student shall be required to be officially enrolled and counted proportionately toward the District's ADA/ADM if such student requests to participate in some of the District's programs or activities.~~
- ~~H. An exempt school student shall be enrolled in a minimum of two class periods at the elementary and middle school levels, and 10 credit hours at grades 9 through 10.~~
- ~~I. Exempt School Students may participate in school activities according to NSAA eligibility rules. Participation is subject to availability limitations and meeting all NSAA regulations.~~

Request for Admittance and Participation by Exempt School Students

~~All requests from an Exempt School Student for enrollment in the Kearney Public Schools shall be directed to the Associate Superintendent. Exempt School Students requesting to transfer to Kearney Public Schools as full-time enrollment in the District shall be allowed admission as permitted by law and in accordance with the District's policies and rules.~~

~~Placement of Exempt School Students requesting enrollment in the Kearney Public Schools as a full-time student shall be determined by the District. The following factors shall be considered in determining the placement of an Exempt School Student:~~

- ~~I. The age of the child.~~
- ~~II. A review of the transcript of the program of instruction completed by the Exempt School Student shall be provided by the parents or guardian of the child.~~
- ~~III. Achievement Test scores, which shall be provided to the District by the parents or guardian of the child.~~
- ~~IV. Records, if any exist, from any accredited school previously attended by the child.~~
- ~~V. Student grades~~

5004(e)

Grades/Assessments

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

Official School Transcripts

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

Graduation Requirements

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

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

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

Policy adopted: 8/14/17
 revised:

KEARNEY PUBLIC SCHOOLS
 KEARNEY, NEBRASKA

StudentsOption EnrollmentA. Process to Option In

For a student to attend Kearney Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the Kearney Public School District during the application period for enrollment during the following and subsequent school years.

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district with the name of the applicant.

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building ~~or the availability of appropriate special education programs~~ operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

The Director of Special Education shall review on a case-by-case basis all option applications for students that would receive or could be eligible to receive special education or related services. If the Director or designee determines that the District does not have the capacity to provide the student with the appropriate services and accommodations, then the Director or designee shall send a denial notice to the parent(s) or guardian(s) and include a description of services and accommodations that the District does not have the capacity to provide.

2. Previous Option Enrollment: An option enrollment application shall be rejected in the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the "one-time" rule is applicable to the student's circumstance.
3. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School Board determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including "previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings" and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those with a sibling in attendance at Kearney Public Schools, with priority within this group being given to those who had earliest filed applications, and (3) third to those without an option student sibling in attendance at Kearney Public Schools, with priority within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent's designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School Board will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept 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~~, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix "1" to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared. ~~The capacity for special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee.~~

E. Releases for Options Out

Provisions for Release -

Student will be released upon receipt of an enrollment option application, except for those students foregoing an expulsion period.

The Superintendent or the Superintendent's designee is hereby authorized to execute such releases on behalf of the School Board and the School District, subject to subsequent ratification by the School Board.

F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the Kearney Public School District, the Superintendent or the Superintendent's designee shall notify, in writing, the parent or legal guardian of the student and the resident school district whether the application is accepted or rejected within sixty days after submission.

If an option enrollment application or a request for release is rejected by the Kearney Public School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education.

G. Applications Subsequent to Relocations or Mergers

An option enrollment application does not require a release and shall be accepted or rejected within forty-five days after filing in the following circumstances:

1. The student relocated to a different resident school district after February 1, or
2. The student's option school district merged with another district effective after February 1, and
3. The application is for attendance during the immediately following and subsequent school years.

H. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law.

I. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the Kearney Public Schools and its school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available on the Kearney Public Schools website.

Legal Reference: Neb. Rev. Stat. §§ 79-232 to 79-246

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Students

Student Discipline

Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:
 - a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
 - b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- A. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
 - B. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
 - C. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
 - D. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference. The principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.
 - E. A student who on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

3. Expulsion:

A. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.

B. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if ~~no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent,~~ if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.

C. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.

D. Alternative Education: Students who are expelled may be ~~provided~~ offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork or homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.

E. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.

F. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school.

G. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

H. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.

The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
 - a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
 - b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

- A. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well-being or rights of other students, staff or visitors.
- B. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline.
- C. The following conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.
 - 1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
 - 2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
 - 3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
 - 4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
 - 5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
 - 6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
 - 7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above;

possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. 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. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.

8. Public indecency or sexual conduct.

9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.

10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.

11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.

12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.

13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.

14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.

15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

16. Willfully violating the behavioral expectations for riding school buses or vehicles.

17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

- a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
- b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing. Bringing a firearm or other dangerous weapon to school for any reason is illegal.

For purposes of this policy, the term "dangerous weapon" includes any personal safety or security device (such as a taser, mace, or pepper spray). In the event that a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student's locker, in the main office, or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

- a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground
- b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
- c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
- d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage "horse-play" or that would damage property (e.g. cleats).
- e. Head wear including hats, caps, bandannas, and scarves.

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

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

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

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

E. Electronic Devices:

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

b. Definitions.

(1) "Electronic devices" include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.

(2) "Sexting" means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:

(i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or

(ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,

(iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.

c. Possession and Use of Electronic Devices.

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

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

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

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

d. Violations

(1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for:

(a) Activities which disrupt the educational environment;

(b) Illegal activities in violation of state or federal laws or regulations;

(c) Unethical activities, such as cheating on assignments or tests;

(d) Immoral or pornographic activities;

(e) Activities in violation of Board or school policies and procedures relating to student conduct and harassment;

(f) Recording others (photographs, videotaping, sound recording, or otherwise transmitting images and/or sounds of another person or persons, etc.) without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public;

(g) "Sexting;"

(h) Activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(i) Distribution of a private image of another person's intimate area or of a person engaged in sexually explicit contact is a Class I misdemeanor for a first offense, punishable by up to one year in prison, a \$1,000 fine, or both. Second and subsequent offenses would be a Class IV felony, punishable by up to two years in prison with 12 months post-release supervision, a \$10,000 fine, or both.

(2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

(i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

(ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed

(i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.

(ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

(4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

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

7. Law Violations:

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

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

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

Legal Reference: Neb. Rev. Stat. " 79-254 to 79-296

Policy adopted: 8/14/17
 revised: 8/13/18
 revised: 8/12/19
 revised: 8/10/20
 revised:

KEARNEY PUBLIC SCHOOLS
 KEARNEY, NEBRASKA

Students

Alternative Education Programs or Plans For Expelled Students

In the event action is being taken to expel a student from this school district, the Administration may offer the student ~~shall select educational options to be made available to the expelled student during the period of expulsion; an alternative school, class, or educational program (hereinafter referred to as an "alternative program"); or (2) the development of a plan of behavior modification, educational objects, and financial resources and community programs available to meet the behavioral and educational objectives, and monthly reviews to assess the student's progress toward meeting the specified goals and objectives. The superintendent or superintendent's designee shall make known to the expelled student which of the alternative educational options the administration has selected for the student's expulsion. Such information shall be made known to the parent or guardian of the expelled student. An expelled student may not be required to attend the alternative program.~~

A. Alternative Education Program –

The Superintendent or Superintendent's designee is hereby granted the authority to arrange and plan for a student's alternative educational program, based on the available resources and student's individual circumstances.

~~The alternative programs may include: (1) community-based programs, (2) home-based programs, (3) specialized tutorial experiences, and (4) online learning. The Board of Education may, from time to time, approve other alternative programs and may approve specific alternative programs and may enter into contracts for the provision of such specific alternative programs. To the extent that the alternative programs are to be provided on-site, the individuals responsible for providing such on-site alternative program shall hold a valid Nebraska Teaching or Administrative Certificate. Alternative programs may be conducted at times other than the regular school day.~~

~~The superintendent or superintendent's designee shall determine which alternative programs shall be made available to each specific expelled student based on a consideration of the interests of the school district and the student's educational and behavioral objectives and needs, as determined in the discretion of the superintendent or the superintendent's designee. If a parent or guardian refuses to participate or have their expelled child participate in the alternative programs made available, the district shall have no further obligation with regard to the provision of an alternative program. The superintendent or superintendent's designee shall establish a specific date or time within which the parent or guardian shall be required to state in writing an agreement to participate in the alternative program. As a condition of participation in alternative programs which involve the payment of tuition or other similar expenses, the student, parent, or guardian may be required, as a condition of such alternative program being available, to agree in writing to pay the tuition or other similar costs for such program in the event the expelled student fails to successfully complete the program.~~

~~The standards of student behavior and cooperation required of students in the regular programs of this school district shall also be required of expelled students throughout the entire time period of the alternative program. Additional standards may be established in each specific program and for each specific expelled student. If the expelled student fails to meet the required standards of student behavior or cooperation, the student may be further disciplined by disciplinary punishment up to and including expulsion for an additional period of time beyond that being served by the expelled student.~~

~~Further, if the expelled student fails to meet any of the conditions of the learning program, the district may, by action of the superintendent or superintendent's designee, terminate the alternative program for the expelled student. A due process hearing substantially in compliance with the statutory provisions for suspension and expulsion of students shall be made available, unless waived by the parent or legal guardian.~~

~~Upon pre-approval by the superintendent or the superintendent's designee, academic credit towards graduation or advancement in grade level shall be available to students participating in alternative programs for expelled students. The academic credits to be awarded shall be equal to the same academic credit a student in the school district's regular educational program would earn for completion of a similar educational program, as determined at the discretion of the superintendent or superintendent's designee. Such academic credits shall not be earned unless the expelled student has successfully completed the conditions of the alternative program, as determined by the teacher and the superintendent or superintendent's designee. The superintendent or superintendent's designee shall determine whether or to what extent such academic credits should be assigned to subject area or other specific graduation or advancement requirements. The achievement mark (i.e., grades) assigned for such academic credits shall not be available to the advantage of the expelled student for honor roll, class rank, or other academic honors or recognition.~~

B. Education Plan Program:

If the administration elects not to provide an alternative education program, or if a student declines to participate in the alternative education program, the following procedures shall be followed:

(1) A conference shall be called by a school administrator and held to assist the district in the development of a plan with the participation of a parent or a legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved with juvenile justice.

(2) The plan shall be in writing and adopted by a school administrator and presented to the student and the parent or legal guardian.

(3) The plan shall:

- (a) Specify guidelines and consequences for behaviors which have been identified as preventing the students from achieving the desired benefits from the educational opportunities provided,
- (b) Identify educational objectives that must be achieved in order to receive credits toward graduation,
- (c) Specify the financial resources of the community programs available to meet both the educational and behavioral objectives identified, and
- (d) Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

The school district shall submit such plan on the form "Section 79-266(2) Plan".

Legal Reference: Neb. Rev. Stat. §79-266
NDE Rule 17

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

StudentsExtracurricular Activities

The student will inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common sense.

Warning for Participants and Parents –

Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Extracurricular Activity Code of ConductPurpose of the Code of Conduct

Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to follow the school code of conduct and the school district's policies, procedures and rules. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

Scope of the Code of Conduct –

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities mean student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, all CTSOs, Spanish Club, Art Club, Student Council, Student Advisory Board, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during a calendar year. The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation in the subsequent school year(s).

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

Grounds for Extracurricular Activity Discipline – See Student Discipline Policy 5101

Drug and Alcohol Violations -

Meaning of Terms -

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

(1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and

(2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon the student could safely do so.

(Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

Consequences -

Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

Drugs, Alcohol, Tobacco & Vaping -

An activity participant who violates the drugs, alcohol, tobacco, and vaping rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: After confirmation of the first violation, the student will lose a minimum of 20% of the current season or the next season that the athlete competes in. The penalty will be immediately assessed to the participant's next competition. If the offense happens prior to a season starting, the athlete may be permitted to try out for the sport but will then serve the suspension at the start of the season. **The student can practice with the team if the school administration permits him/her to practice during the suspension. Practicing during the suspension will be a school decision. The student may not travel with the team during the suspension to competitions.**
2. Second Violation: After confirmation of the second violation, the student will lose a minimum 40% of the current season or the next season that the athlete competes in. The penalty will be immediately assessed to the participant's next competition. If the offense happens prior to a season starting, the athlete may be permitted to try out for the sport but will then serve the suspension at the start of the season. **The student can practice with the team if the school administration permits him/her to practice during the suspension. Practicing during the suspension will be a school decision. The student may not travel with the team during the suspension to competitions.**
3. Third Violation: If a third violation occurs, the participant will be suspended from all practices/competitions for one calendar year. These rules and consequences are in addition to any other school discipline under the Code of Conduct.
4. Fourth Violation: The participant will lose the privilege to participate in extracurricular activities for their remaining time in high school.

When assessing a suspension, only NSAA regular season and playoff games count for athletic suspensions. If a student is suspended, playoff games count towards the suspension. For example, a football player is caught with alcohol after the 9th football game of the season. The football team qualifies for the state playoffs. The student athlete must serve 20%, in this case, 2 games. The student athlete will be suspended for the 10th game and the 1st playoff game.

More Serious Violations: In the event of more serious violations, such as students engaging in the use of especially serious drug offenses (cocaine, meth, etc.) procuring alcohol for minors, bullying/hazing of teammates, or any other serious offense as determined by the administration, the consequence of the violation is not restricted by the foregoing, and consequences will be established at the discretion of the administration.

Steroid Offenses. A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity **as determined by district and school administration.** ~~for the following minimum periods:~~

1. ~~First Violation: 45 consecutive days.~~
2. ~~Second or Any Subsequent Offense: One calendar year.~~

When Suspensions Begin

All suspensions ~~will~~ begin with ~~the next scheduled activity in which~~ a timeline determined by the administration. The suspension will be communicated with the participant, the parent(s), and the coaches. ~~the student is a participant,~~ after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the ~~administration.~~ ~~coach or activity sponsor.~~ Suspensions in the spring will be carried over to the fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

Letters and Post-Season Honors

A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception to receive honors. ~~where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.~~

~~Self-Reporting. A student who violates the Code of Conduct must self-report. A failure to self-report will lead to a longer suspension or other discipline. The self-report must be made to: the principal, athletic director, or the head coach or sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.~~

~~In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student's conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.~~

~~All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.~~

Determining a Violation Has Occurred. A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.

2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.
4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

Procedures for Extracurricular Discipline. The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.
2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
 - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant ~~has made a self-report or otherwise~~ admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
 - b. The suspension may be imposed prior to the meeting if the meeting cannot reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.
3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.
 - a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
 - b. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
 - c. If a hearing is requested:
 - i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
 - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.

- iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
 - iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
 6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

Attendance.

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have “excessive absences” as determined under the school’s attendance policy are ineligible to participate in extracurricular activity contests or performances. Students who have four or more unexcused absences in the semester of participation may be ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests, and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for the half day. A student who is not in attendance the half day is ineligible for the contest, performance, or activity.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

Academic Standards:

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities must show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

1. Be enrolled in at least 20 credit hours in the semester of participation. Homeschool students must be enrolled in no less than 5 credit hours for participation.
2. Students failing more than one (1) class will be ineligible. Courses will be reviewed weekly on Monday morning. A student who is failing more than one (1) class at reporting times will be ineligible to participate in extracurricular activity contests or performances until the next reporting time. Any exceptions for participation will be determined on a case-by-case basis with final determination made by the Principal or the Athletic Director.

3. Academic requirements do not apply to:

- a. Instructional field trips which are part of the scheduled course learning experience

Eligibility criteria for part-time students is governed by policy 5004, NSAA bylaws, and state law.

Legal Reference: Neb. Rev. Stat. §§ 79-254 to 79-296

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

New
5104.2

Students

Naloxone in School

The Board hereby permits the storage and administration of naloxone (also known as Narcan) in school, so long as such storage and administration comply with all legal requirements and the best interests of student health.

The Superintendent is hereby delegated the authority to develop rules and regulations to handle and administer naloxone in the event of a suspected opioid overdose, or in other emergency situations that require prompt attention.

Legal Reference: Neb. Rev. Stat. § 28-470

Policy adopted:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Students

Secret Organizations, Hazing, Initiation and Outside Organizations

~~Secret Organization. No student shall participate in or be a member of any secret fraternity or secret organization that is in any degree a school organization. Students who violate this rule may be denied any or all school privileges and may be expelled.~~

~~Initiation & Hazing Activities:~~ Initiations and hazing activities are not permitted. Students who violate this rule may be denied any or all school privileges and may be expelled.

Initiations. Initiations by classes, clubs or athletic teams are prohibited except with the approval of the administration. Any student who engages in or encourages initiations that have not been approved by the administration is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

The administration may only give consent to initiation activities that are consistent with student conduct expectations and that do not present a risk of physical or mental injury or belittlement.

Hazing. Hazing by classes, clubs, athletic teams or other student organizations are prohibited. Hazing means any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any school organization. Such prohibited hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, sexual conduct, nudity, or any brutal treatment or the performance of any act which endangers the physical or mental health or safety of any person or the coercing of any such activity. Hazing is prohibited even though the person who has been the subject of the hazing consents to the activity. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Secret Organizations. It is unlawful for students to participate in or be members of any secret fraternity or secret organization that is in any degree a school organization. Any student who violates this restriction is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Outside Organizations. It is unlawful for any person, whether a student of the District or not, to enter upon the school grounds or any school building for the purpose of rushing or soliciting, while there, any student to join any fraternity, society, or association organized outside of the schools. Any person who violates this restriction is subject to criminal prosecution and removal and exclusion from school grounds.

Legal Reference: Neb. Rev. Stat. Sections 79-2,101 to 79-2,103 102
Student Discipline Act, Neb. Rev. Stat. Sections 79-254 to 79-296
Neb. Rev. Stat. Sections 28-311.06 to 28-311.07

Policy adopted: **KEARNEY PUBLIC SCHOOLS**
KEARNEY, NEBRASKA

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:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

English-Language Arts 40 credit hours
(English I, II, III, IV or equivalent course work)

Math 30 credit hours
(Algebra and Geometry or equivalent course work)

Science 30 credit hours
(Physical Science, Biology, Chemistry or equivalent course work)

Social Studies 30 credit hours
(Geography, World History, American History and Political Science or equivalent course work)

Physical Education 10 credit hours

Career & Technical Education (CTE) 15 credit hours

In addition, every student must complete at least one five-credit high school course in personal finance or financial literacy, prior to graduation.

Diploma –

A diploma will be awarded to each student who has satisfactorily completed all graduation requirements. The diploma will indicate that the student has met the requirements of either the Kearney Public Schools diploma or the Kearney High School diploma. Records of students entering Kearney High School from an exempt school setting must be reviewed for credit equivalency. Students with an individual education plan (IEP) are eligible for graduation when they have completed the requirements of the IEP. A foreign exchange student wishes to receive a district high school diploma, the student must make application to the principal prior to the beginning of the school year. To receive a diploma the student must fulfil all of the districts regular high school graduation requirements.

Legal Reference:

Neb. Rev. Stat. § 79-729
 NDE Rule 10

Policy adopted: 8/14/17
 revised: 2/12/18
 revised: 9/13/21
 revised:

KEARNEY PUBLIC SCHOOLS
 KEARNEY, NEBRASKA

Students

High Ability Learners

The Board of Education recognizes that the student population includes students with exceptional academic abilities.

Learners with high ability shall be identified in the academic areas of math, language, and reading. Identification of learners in grades 3-8 with high ability in the specified areas shall be based on the criteria listed below. Students meeting any one of the following criteria shall be identified as high ability learners.

- ~~97th percentile or above on the Spring Measures of Academic Process (MAP) Language assessment~~
- 97th percentile or above on the Spring (MAP) Mathematics assessment administered by the district.
- 97th percentile or above on the Spring (MAP) Reading assessment administered by the district.

A listing of students who meet the district criteria for learners of high ability and their area of high ability shall be made available to classroom teachers, by school district administration, within the first thirty (30) days of each school year. ~~New students to the district will be accepted into the district's (HAL) program after providing evidence of scoring at the 97th percentile or higher on the previous district's summative assessment in previous years. New applications for the (HAL) program will be reviewed with acceptance or denial into the program communicated by district administration. Final determination will be made by the Superintendent and/or his/her designee.~~

Within the first thirty (30) days of each school year, the school district administration shall notify parents or guardians of identified high ability.

The administration shall implement the district wide plan for learners with high ability, as such plan is modified from time to time, in accordance with applicable laws and regulations.

Legal Reference: Neb. Rev. Stat. §§ 79-1106 to 79-1108.03
NDE Rule 3

Policy adopted: 8/14/17
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Students

Seizure-Safe Schools

Each school building will have a “seizure action plan” if the following criteria are met: (1) at least one student in that building has been identified as having a seizure disorder; and (2) that student’s parent or guardian and health care provider have worked with the school to develop a seizure action plan.

Every building with a seizure action plan will have at least one employee who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms.

In accordance with state law, except in the case of an emergency, prior to the administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms by a school employee, a student’s parent or guardian must:

1. Provide the school with a written authorization to administer the medication at school;
2. Provide a written statement from the student’s health care practitioner containing the following information:
 - a. The student’s name;
 - b. The name and purpose of the medication;
 - c. The prescribed dosage;
 - d. The route of administration;
 - e. The frequency that the medication may be administered; and
 - f. The circumstances under which the medication may be administered.
3. Provide the medication to the school in its unopened, sealed package with the intact label affixed by the dispensing pharmacy; and
4. Collaborate with school employees to create a seizure action plan.

If permitted by the student’s seizure action plan, a student shall be allowed to possess the supplies, equipment, and medication necessary to treat a seizure disorder in accordance with such seizure action plan.

Any authorization provided by a parent or guardian shall be effective only for the school year in which it is provided and shall be renewed each following school year.

Legal Reference: Neb. Statute 79-3201 to 3207

Policy adopted:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NE

Students

Use of Restraints and Seclusion

This policy sets forth the requirements, restrictions and procedures related to the use of physical restraints and seclusions at Kearney Public Schools.

1. Definitions

- A. Physical Restraint. Physical restraint means one or more persons using a physical hold to restrict a student's freedom of movement as a response to student behavior. A light touching of a student while conducting a physical escort or a touching to provide instructional assistance is not a physical restraint for purposes of this Guidance.
- B. Seclusion. Seclusion is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving as a response to student behavior.

Seclusion is distinguishable from an in-school suspension, in which other students or adults may be present. While students are required to remain in the in-school suspension area, the students are not physically prevented from leaving.

2. Physical Restraint

- A. When Physical Restraint May be Used. Physical restraint may be used in the following circumstances:
- To prevent a student from completing an act that would result in injury to the student or others when there is a substantial risk that the student would commit the act.
 - A verbal threat by a student does not present a substantial risk that a student would commit an aggressive act unless the student also demonstrates the ability and intent to carry out the threat.
 - Destruction of or damage to property does not present a substantial risk of personal injury unless personal injury would be caused as a result of the destructive act (for example, throwing sharp or heavy objects when others are present, or the person whose property is about to be destroyed is likely to react physically if the person's property were destroyed). (Note: If a student is about to destroy or damage property, the act of grasping the student's arm or leg solely to prevent the striking, throwing or kicking of the item is not prohibited).
 - To move a student to a seclusion room, or to remove a student to another location because the student is creating a substantial disruption to others, in circumstances where the student is unable to be moved or removed without the use of physical restraint; and
 - In circumstances where the student's IEP or a Behavioral Plan provides for the use of physical restraint in circumstances other than the foregoing. If it is anticipated that physical restraint may need to be used with a special education student, the IEP team is to discuss and include use of physical restraint in the student's IEP if the IEP team determines use of physical restraint to be appropriate.

(Note: IEPs or Behavioral Plans should not provide for such physical restraint except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Physical restraint may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

B. Conditions. Use of physical restraint shall take into consideration the safety and security of the student.

In determining whether a student who is being physically restrained should be removed from the area where such restraint was initiated, the staff shall consider the potential for injury to the student, the student's privacy interests, and the educational and emotional well-being of other students in the vicinity.

If physical restraint is imposed upon a student whose primary mode of communication is sign language or an augmentative mode, the student shall be permitted to have his or her hands free of restraint for brief periods, unless staff determines that such freedom appears likely to result in harm to the student or others.

C. Timeline. Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.

D. Training. Physical restraint shall be applied only by individuals who have received systematic training that includes all the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years.

Training with respect to physical restraint may be provided either by the School District or by an external entity and shall include, but need not be limited to:

- Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;
- A description and identification of dangerous behaviors on the part of students that may indicate the need for physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
- The simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;
- Instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
- Instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and

- Demonstration by participants of proficiency in administering physical restraint.

An individual may provide training to others in a particular method of physical restraint only if he or she has completed training in that technique that meets the foregoing requirements within the preceding one-year period.

3. Seclusion

A. When Seclusion May be Used. Seclusion may be used in the following circumstances:

- When a student's behavior is so out of control that the student's behavior creates a risk of injury to the student or others;
- When a student's behavior is so out of control that the student is causing a substantial disruption to school activities and there is no other technique and no other place the student may be moved to prevent continued disruption;
- When a student's behavior is so out of control that the student is unable to engage in educational activities and there is no other technique that could reasonably be employed to allow the student's emotions to cool down and engage in appropriate behaviors and educational activities; and
- The student has an IEP or a Behavioral Plan which provides for the use of seclusion in circumstances other than the foregoing. If it is anticipated that seclusion may need to be used with a special education student, the IEP team is to discuss and include use of seclusion in the student's IEP if the IEP team determines use of seclusion to be appropriate. (Note: IEPs or Behavioral Plans should not provide for use of seclusion except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Seclusion may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

B. Conditions. Use of seclusion shall take into consideration the safety and security of the student.

Enclosures used for seclusion, other than enclosures used on a temporary basis, shall:

- Have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student.
- Be constructed of materials that cannot be used by students to harm themselves or others, be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others, and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing).
- If an enclosure used for isolated time out is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, the panel shall be unbreakable.

- Be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For students who do not communicate verbally, arrangements shall be made to permit the student to periodically communicate the student's needs.
- If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in position by a person, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

The procedures for use of seclusion include:

- An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.
 - The adult responsible for supervising the student must periodically check on the student visually if possible.
- C. Timeline. A student shall not be kept in seclusion for more than 20 minutes after the student ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which isolated time out would be an appropriate intervention.
- D. Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.

4. Documentation and Evaluation

- A. Documentation of Use of Physical Restraint or Seclusion. A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's temporary record. The student's case manager, if any, shall also maintain a copy of each such record. Each such record shall include:
- The student's name;
 - The date of the incident;
 - The beginning and ending times of the incident;
 - A description of any relevant events leading up to the incident;
 - A description of any interventions used prior to the implementation of physical restraint or seclusion;
 - A description of the incident and/or student behavior that resulted in implementation of physical restraint or seclusion;
 - A log of the student's behavior during physical restraint or seclusion, including a description of the restraint technique(s) used and any other interaction between the student and staff;
 - A description of any injuries (whether to students, staff, or others) or property damage;
 - A description of any planned approach to dealing with the student's behavior in the future;
 - A list of the school personnel who participated in the implementation, monitoring, and supervision of physical restraint or seclusion;
 - The date on which the parent or guardian was notified.

The record shall be completed by the beginning of the school day following the use of seclusion or physical restraint.

- B. Notification of Administration. The Superintendent or Superintendent's designee shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.
- C. Notification of Parent or Guardian. Within 24 hours after use of seclusion or physical restraint, the Superintendent or Superintendent's designee shall send written notice of the incident to the student's parents or guardians, unless the parent or guardian has provided the District a written waiver of this requirement for notification. The parent or guardian shall be informed of the date of the incident, a description of the intervention (physical restraint or seclusion) used, and who at the school may be contacted for further information.
- D. Evaluation. An evaluation shall be conducted whenever a physical restraint exceeds 15 minutes or results in physical injury, whenever a seclusion exceeds 30 minutes, or use of physical restraint or seclusion is repeated with an individual student during any three-hour period:
- A certified staff person trained in the use of physical restraint, or knowledgeable about the use of seclusion, as applicable, shall evaluate the situation.
 - The evaluation shall consider the appropriateness of continuing the procedure in use, including the student's potential need for medication, nourishment, or use of a restroom, and the need for alternate strategies (e.g., assessment by a mental health crisis team, assistance from police, or transportation by ambulance).
 - The results of the evaluation shall be committed to writing and copies of this documentation shall be placed into the student's temporary student record and provided to the Superintendent or Superintendent's designee.

Special Education

Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities, **through the age of twenty-one**, have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family and consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

Policy adopted: 8/10/09
Revised: 9/12/11
revised:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NE.

Students

Collection of Information Relating to Dyslexia

The District will collect and maintain the following information relating to dyslexia during each school year:

- (1) Testing for a specific learning disability in the area of reading, including tests that identify characteristics of dyslexia and the results of such tests;
- (2) The number of students identified as having a reading issue, including dyslexia, pursuant to the assessment administered under the Nebraska Reading Improvement Act and Policy 6260.5;
- (3) The number of students identified in Paragraph (2) that have shown growth on the measure used to identify the reading issue; and
- (4) All other data required by law and/or the District's special education obligations.

By July 1st of each year, the District will provide the Nebraska State Department of Education with information collected about dyslexia, as requested by the Department.

Any student or parent/guardian with questions or concerns about dyslexia are encouraged to contact the District's Director of Special Education.

Legal Reference: LB 298 (2023)

Policy adopted:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Special Education

Least Restrictive Environment

To the maximum extent appropriate, students with disabilities, **through the age of twenty-one**, including students in public or private institutions or other care facilities, are to be educated with students who are not disabled; and special classes, separate schooling, or other removal of students with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

The District will: (1) develop and implement written procedures for implementation of the Least Restrictive Environment (LRE) Rule; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the LRE Rule; (3) provide sustained supervision to monitor the implementation of compliant practices for the LRE Rule; (4) use the supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of least restrictive environment, paying particular attention to the disproportionate group; (5) ensure that every Individualized Education Program (IEP) team meaningfully considers various support systems and activities that could be used to assist students with disabilities (SWD) to be educated successfully in general education classes prior to the consideration of pull-out special education services; (6) ensure that special education teachers provide support to general education teachers in a variety of ways including, but not limited to, consultation, implementation of accommodations or modifications, and co-teaching; (7) ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in the disproportionate group, for special education and related services; (8) ensure that, in determining the educational placement of a child with a disability, including a preschool child with a disability, each district ensures that the placement decision is made by a group of persons including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options, with particular attention paid to the disproportionate group; (9) ensure that placement discussions are based upon a completed IEP developed by the IEP team, focused on individualized student needs; and (10) ensure that the IEP teams review the students' progress at least annually to determine appropriate placement and progress toward annual goals.

The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

Policy Re-adopted: 10/13/03
 revised: 1/9/06
 revised: 8/10/09
 revised: 9/12/11
 revised: 8/9/21
 revised: 7/11/22
 revised:

KEARNEY PUBLIC SCHOOLS
 KEARNEY, NEBRASKA

Special Education

Accessibility of IEP and Responsibility to Implement

A child's IEP shall be accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for the IEP's implementation. Each of the aforementioned providers shall be informed of his or her specific responsibilities related to implementing the child's IEP, and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP. All providers who are responsible for the implementation of a child's IEP are expected to implement the child's IEP according to its terms.

Policy adopted:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA

Special Education

Disciplinary Removal of Students with Disabilities

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, ~~as long as those removals do not constitute a change of placement. The District defines a change of placement as it is defined under 92 NAC 51-016. for no more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement. If a student with a disability violates a code of student conduct.~~ The school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement ~~has occurred., as defined in Federal and Nebraska rules, is appropriate for the student. Change of placement decisions related to disciplinary removals will be consistent with Federal and Nebraska regulations.~~ Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school district, the parent, and relevant members of the student's IEP shall conduct a manifestation determination pursuant to 92 NAC 51-016. If the conduct which gave rise to the violation of the school code is determined to be a manifestation of the student's disability, any change of placement for the student will only be made by a student's IEP team. For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child's disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

Policy adopted: 8/9/21
revised: 7/11/22
revised:

KEARNEY PUBLIC SCHOOLS
Kearney, Nebraska

Internal Board Policies

Annual Organizational Meeting

- A. An organizational meeting of the Kearney Public School District Board of Education shall be held on or before the third Monday of January of each year for the purposes of seating any new members and electing officers.

The following are procedures for election of officers and other business to take place at the annual organizational meeting of the Board:

1. After new Board members are sworn in, the Board will elect from its members a President, Vice President, Secretary and Treasurer, and if it is determined by the Board of Education to be needed an ex officio secretary and treasurer and those elected will assume office at the organizational meeting.

Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. If no member receives a majority of votes after five (5) ballots, the Board member who was the President of the Board during the immediately preceding term shall continue as President. In the event that the previous Board President is no longer a Board member, then the Vice President from the immediately preceding term shall become the President. In the event that both the prior President and Vice President are no longer members of the Board, then the longest tenured Board member shall serve as President. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.

2. The President shall assume the chair immediately upon the President's election.
3. The motions for the officer elections should read: Move that _____ be elected as _____ (name of office) to serve a term of one year, or until the person's successor is elected and qualified.

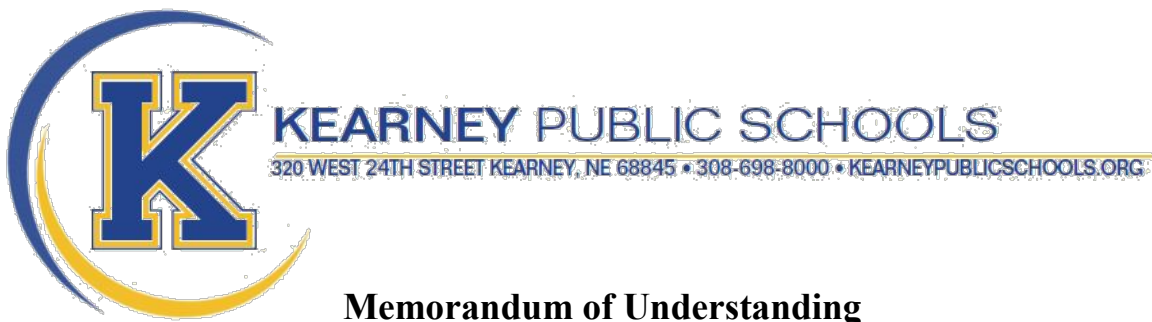
- B. The order of business for meeting should be as follows:

1. Call to Order and Roll Call
2. Oath of office for most recently elected
3. Elections
 - a. President
 - b. Vice President
 - c. Secretary

4. Approval of committees, positions, and designations
 - a. Consider, discuss and take action to appoint a Recording Secretary to of the BOE
 - b. Consider, discuss and take action to appoint a Treasurer of the BOE
 - c. Consider, discuss and take action to appoint a Legal Counsel to the BOE
 - d. Consider, discuss and take action to appoint Committees as determined by the BOE
 - e. Consider, discuss and take action to select Depository bank(s)
 - f. Consider, discuss and take action to select District newspaper(s) of record
5. Dissemination to each Board member of conflict of interest statutes
6. Other Board business, as required, in accordance with Policy 9310.3
7. Adjournment

Policy adopted:

KEARNEY PUBLIC SCHOOLS
KEARNEY, NEBRASKA



Memorandum of Understanding

This Memorandum of Understanding (Memorandum) is made on this 13th day of June, 2016 between Merryman Performing Arts Center, 225 W. 22nd St., Kearney, Nebraska 68845, hereinafter referred to as MPAC and Kearney Public Schools, 320 West 24th St., Kearney, Nebraska 68845 hereinafter referred to as KPS for the purpose of achieving the various aims and objectives relating to the Partnership between MPAC and the KHS Concert Hall/Theater.

MPAC and KPS desire to enter into an agreement in which MPAC and KPS will work together to complete the Partnership Mission and want to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Mission.

Purpose

The purpose of this Memorandum is to provide a framework for the Partnership between MPAC and Kearney Public Schools concerning the KHS Concert Hall/Theater.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnerships to ensure that there is a united, visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Partnership.

Cooperation

The activities and services shall be conducted in a non-competitive relationship between MPAC and the KHS Concert Hall/Theater, shall provide access to high quality programming to KPS students and families, and shall include the following:

1. Services to be rendered by KPS:
 - a. Coordinate scheduling of the KHS Concert Hall/Theater training of technical support staff and students.
 - b. Assist in the training of technical support staff, including students.
 - c. Communicate event needs and details to technical staff through SchoolDude and other preferred methods to ensure event scheduling and support, including events and activities of an administrative nature generally supporting by the Technology department.
2. Services to be rendered by MPAC:
 - a. MPAC will coordinate scheduling and details of non-KPS rental events held at the KHS Concert Hall/Theater through communication with KPS/KHS administration.
 - b. Coordinate technical support for non-KPS rental events at the KHS Concert Hall/Theater.
 - c. Coordinate technical support, working in conjunction with the KHS Technology Department, as needed, for KPS events at the KHS Concert Hall/Theater, including but not limited to music, theater, and administrative events.

3. KPS agrees to provide the following financial, material, and labor resources as part of the agreement:
 - a. Continue to pay \$30,000 to support the MPAC mission of providing quality youth programming for all KPS students and priority scheduling for KPS performances.
 - b. For rental events at the KHS Concert Hall/Theater, MPAC will receive 10% of the rental fee.
 - c. For MPAC sponsored events held at the KHS Concert Hall/Theater, MPAC will receive the event profit.
 - d. Reimburse MPAC annually half of the compensation paid by MPAC throughout the year for a lead technician to be shared by Kearney Public Schools and MPAC on a full-time, twenty-hour-per-week entity average.
4. MPAC hereby agrees to provide the following financial, material, and labor resources as part of the agreement:
 - a. Management of non-KPS rental events at the KHS Concert Hall/Theater.
 - b. Oversight and scheduling of technicians for non-KPS rental events at the KHS Concert Hall/Theater in exchange for 20% of the charged KPS published technician labor rate.
 - c. Oversight and scheduling of technicians for KPS events at the KHS Concert Hall/Theater, including but not limited to music, theater, and administrative events.
 - d. Assist in training and certifying technicians to run events at both venues.
 - d. Pay the regular rental rate (less 10%) to Kearney Public Schools for MPAC-sponsored events.
 - e. Provide technical operation and management of KPS events (i.e. elementary music programs) scheduled at MPAC at no charge to KPS for equipment and use and reasonable labor hours (less than 12 hours in any 24-hour period).

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of this agreement and only undertaken with the express consent of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Co-coordinated communications should be made with external organizations to elicit their support and further the aims of the Memorandum.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from September 1, 2023 until August 31, 2027. The term can be extended only by agreement of all of the Partners.

Signatories

This Memorandum shall be signed on behalf of Kearney Public Schools by the Superintendent of Kearney Public Schools, and on behalf of Merryman Performing Arts Center by the President of the Board – Merryman Performing Arts Center. This Memorandum shall be effective as of the date first written above.

By Board President - Merryman Performing Arts Center

By Superintendent - Kearney Public Schools

6/13/16
Rev. 10/26/16
Rev. 8/3/17
Rev. 8/29/17
Rev. 9/10/18
Rev. 6/19/19
Rev. 6/17/21
Rev. 9/13/21
Rev.

**AMENDMENT NUMBER FIVE TO
COOPERATIVE AGREEMENT FOR DUAL ENROLLMENT
(#KR20190001)**

This Amendment Number Five to the Cooperative Agreement for Dual Enrollment (#KR20190001) (the “Amendment”) is entered into effective the 1st day of August, 2023 by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate and agency of government of the State of Nebraska (the “University”), for and on behalf of the University of Nebraska at Kearney (“UNK”), and Kearney Public Schools (“High School”) (individually, each a “Party” and collectively, the “Parties”).

WHEREAS University and High School desire to amend and modify the Agreement as more fully set in this Amendment;

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements herein made and set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. Both parties agree to extend the Agreement for an additional one (1) year term beginning August 1, 2023 and ending July 31, 2024.
3. Amendment of Appendix A. Appendix A of the Agreement is hereby amended by deleting the appendix in its entirety and replacing it with the attached Appendix A.
4. Ratification. Except as expressly amended herein, the parties hereby ratify and approve all the other terms and conditions of the Agreement.

[Signature Page and Appendix A to Follow]

IN WITNESS WHEREOF, University and Service Provider have duly executed this Amendment as of the 1st day of August 2023.

BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

KEARNEY PUBLIC SCHOOLS

By: Jon C. Watts
Jon Watts
Vice Chancellor for Business & Finance

By: Jason Mundorf
Jason Mundorf
Superintendent

Date: 08/07/23 | 08:15 CDT

Date: 08/04/23 | 06:39 PDT

By: Dr. Julie Shaffer
Dr. Julie Shaffer
Senior Vice Chancellor for Academic
Affairs

By: Clint Edwards
Clint Edwards
Director of 6-12 Education

Date: 08/04/23 | 11:34 CDT

Date: 08/03/23 | 17:31 CDT

By: Kelly Bartling
Kelly Bartling
Vice Chancellor of Enrollment Management

Date: 08/04/23 | 09:35 CDT

Appendix A
Kearney High School/University of Nebraska at Kearney
2023-2024 Proposed Dual Enrollment Courses

Fall 2022

KHS Course/UNK Course	Instructor	UNK Credit
AP Chem/CHEM 160 & 161	Alison Klein	4 hours each
AP English Language /ENG 102	Robert Mishou	3 hours
AP American History/HIST 250	Chris Pocock	3 hours
AP American History/HIST 251	Chris Pocock	3 hours
AP World History/HIST 231	Kevin Witte	3 hours

Spring 2023

KHS Course/UNK Course	Instructor	UNK Credit
AP American History/HIST 250	Chris Pocock	3 hours
AP American History/HIST 251	Chris Pocock	3 hours
AP Spanish I/SPAN 200	Marshall Everitt	3 hours
AP Spanish I/SPAN 201	Marshall Everitt	3 hours
AP English Literature /ENG 101	Kathleen Brodine	3 hours
AP English Language /ENG 102	Robert Mishou	3 hours
Art III/ART 100	Natasha Hahn	3 hours
AP World History/HIST 231	Kevin Witte	3 hours

Certificate Of Completion

Envelope Id: 92C0466933DF4F729C6852EA0BC9A9E7

Status: Completed

Subject: UNK Agreement - Amendment

Source Envelope:

Document Pages: 3

Signatures: 5

Envelope Originator:

Certificate Pages: 5

Initials: 1

Lynelle Fritzen

AutoNav: Enabled

1400 R St.

Enveloped Stamping: Disabled

Lincoln, NE 68588

Time Zone: (UTC-06:00) Central Time (US & Canada)

FRITZENL@UNK.EDU

IP Address: 208.127.240.223

Record Tracking

Status: Original

Holder: Lynelle Fritzen

Location: DocuSign

8/3/2023 4:41:30 PM

FRITZENL@UNK.EDU

Signer Events**Signature****Timestamp**

Clint Edwards

cliedwards@kearneycats.com

Security Level: Email, Account Authentication
(Optional)*Clint Edwards*

Sent: 8/3/2023 4:56:48 PM

Viewed: 8/3/2023 5:31:08 PM

Signed: 8/3/2023 5:31:40 PM

Signature Adoption: Pre-selected Style

Using IP Address: 204.234.2.9

Electronic Record and Signature Disclosure:

Accepted: 8/3/2023 5:31:08 PM

ID: 691cd543-95fe-4935-9850-8d72ca9f2847

Jason Mundorf

jasmundorf@kearneycats.com

Superintendent

Security Level: Email, Account Authentication
(Optional)*Jason Mundorf*

Sent: 8/3/2023 5:31:41 PM

Viewed: 8/4/2023 8:37:35 AM

Signed: 8/4/2023 8:39:16 AM

Signature Adoption: Pre-selected Style

Using IP Address: 204.234.2.9

Electronic Record and Signature Disclosure:

Accepted: 8/4/2023 8:37:35 AM

ID: f560c31d-71f6-4bcd-9ef3-e36f1d3ebad1

Kelly Bartling

bartlingkh@unk.edu

VCEMM

University of Nebraska

Security Level: Email, Account Authentication
(Optional)*Kelly Bartling*

Sent: 8/4/2023 8:39:17 AM

Viewed: 8/4/2023 9:34:32 AM

Signed: 8/4/2023 9:35:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 144.216.255.218

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dr. Julie Shaffer

shafferjj@unk.edu

Security Level: Email, Account Authentication
(Optional)*Dr. Julie Shaffer*

Sent: 8/4/2023 9:35:14 AM

Viewed: 8/4/2023 11:34:26 AM

Signed: 8/4/2023 11:34:49 AM

Signature Adoption: Pre-selected Style

Using IP Address: 144.216.255.217

Electronic Record and Signature Disclosure:

Accepted: 8/4/2023 11:34:26 AM

ID: 90d84249-f8d8-487f-b127-ad15bc245527

Signer Events	Signature	Timestamp
Jon C Watts wattsjc@unk.edu Vice Chancellor for Business & Finance University of Nebraska Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Pre-selected Style Using IP Address: 144.216.255.217	Sent: 8/4/2023 11:34:50 AM Viewed: 8/7/2023 8:15:13 AM Signed: 8/7/2023 8:15:44 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lynelle Fritzen FRITZENL@UNK.EDU Associate Director of Business Services University of Nebraska Signing Group: UNK Contracts Processing Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Pre-selected Style Using IP Address: 134.238.165.79	Sent: 8/7/2023 8:15:45 AM Viewed: 8/8/2023 4:14:05 PM Signed: 8/8/2023 4:14:21 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Andrea Teichmeier teichmeiera@unk.edu Admissions Systems Coordinator University of Nebraska at Kearney Security Level: Email, Account Authentication (Optional)		Sent: 8/8/2023 4:14:22 PM Viewed: 8/8/2023 4:17:00 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/3/2023 4:56:48 PM
Certified Delivered	Security Checked	8/8/2023 4:14:05 PM
Signing Complete	Security Checked	8/8/2023 4:14:21 PM
Completed	Security Checked	8/8/2023 4:14:22 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Internet 2 OBO University of Nebraska - Lincoln:

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

To contact us by email send messages to: esignature@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

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

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

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

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

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.

**INTERLOCAL AGREEMENT
FOR INSTRUCTIONAL PROGRAMS BETWEEN
KEARNEY PUBLIC SCHOOLS
AND CENTRAL COMMUNITY COLLEGE**

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

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

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

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

WHEREAS, KPS desires to develop a revenue neutral program with CCC, with all costs of the Program covered by the contractual agreement with KPS and CCC and through tuition and/or fees paid by participating KPS students receiving CCC credit.

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

1. **Term.** The term of this Agreement will be from July 1, 2023, through June 30, 2027, unless extended by mutual agreement of the parties. Unless written notice is given by KPS to CCC on or before 90 days prior to end of agreement, of a desire to terminate this agreement at the end of the term, this Agreement shall be extended to include additional annual terms to be from July 1 through June 30 of following years.

2. **Purpose.** To provide the course and programs on a cooperative basis to the mutual benefit of both parties. The Program, subject to adjustments by the Program Administrators as provided herein, or their successors, generally includes the components set forth in Sections 3 and 4 of this Agreement.

3. **Central Community College:** Central Community College agrees to provide the following:

a. **Courses of Instruction.** CCC shall provide a course of instruction to include instructional and appropriate interactive experiences for the students to be taught and conducted by qualified instructors employed by CCC or KPS, meeting CCC guidelines. Courses may include, but are not limited to: Automotive Technology, Construction Technology, Mechatronics, Business Technology, Information Technology, Advanced Manufacturing, Design Technology, and general education courses like Mathematics, English, Spanish, Sciences, and History. Courses will be determined on an annual basis and part of an addendum agreed upon by CCC and KPS.

b. **Licenses or permits (if applicable):** CCC shall secure and pay for necessary licenses or permits, if any are required for the Program and shall operate such instructional program, in full compliance with all applicable local, state, and federal laws.

c. **Textbooks and Computer Software.** CCC shall provide all required software, specifications for KPS classroom computers used for the College courses, text books or other class materials, and reference libraries for use by the students enrolled in this Program. KPS assumes no responsibility for any loss or theft of textbooks, educational materials, or the like belonging to either CCC or to students enrolled in CCC's courses.

d. **Equipment.** CCC shall provide KPS with the specifications and estimated costs for major mechanical equipment and specifications for safety equipment including ventilation specifications to be purchased by KPS for use of CCC in the conduct of the Program. This agreement allows for financial assistance to be provided by CCC to KHS for such equipment or required supplies as agreed upon by KPS and CCC.

e. **Faculty.** KPS or CCC shall provide the faculty to teach the Program. For the Program, KPS will notify CCC of any changes in faculty as such changes occur. All faculty shall be certified by the State of Nebraska to teach secondary education. In the event a

KPS instructor or alternate instructor is unavailable for any reason, CCC and **KPS** will mutually decide upon a competent professional person to assist in the supervision of students enrolled in the course of study being conducted on **KPS's** facilities. **KPS** will require all faculty assigned to **KPS's** facilities to observe all policies, rules, regulations, and administrative directives duly adopted and in effect at **KPS**. CCC shall provide instructor training and training aids. CCC will provide instructor evaluation and supervision of the Program courses offered for college credit.

f. **Calendar.** CCC and **KPS** will exchange instructional calendars indicating dates which are designated as holidays and vacation periods by both institutions. The program administrators shall coordinate and agree on final calendars and program dates. Instruction at **KPS** facilities will meet the minimum contact hours required for CCC courses.

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

h. **Student Welfare.** CCC shall be solely responsible for student learning through the direction of full-time or part-time CCC faculty assigned to these programs. Students assigned to the courses at **KPS's** facilities shall meet all safety requirements and regulations. In the event any student should sustain minor illnesses or emergency health situations while on **KPS's** premises, such student will be required to notify the instructor. **KPS** agrees to direct emergency medical care for students in case of an illness or accident while on **KPS's** premises including contacting 911 if needed. The CCC instructor shall complete an accident report as required by CCC procedures. CCC will require all students assigned to **KPS's** facilities to observe all policies, rules, regulations, and administration directives duly adopted and in effect at **KPS**.

i. **Liability Insurance.** CCC shall obtain and maintain primary liability insurance coverage, with a certificate of insurance to be provided to **KPS** and updated annually covering all acts or omissions of CCC faculty or students who are assigned to the Program and **KPS** facilities in the individual or aggregate amount of no less than \$1,000,000, and shall cause **KPS** to be named as an additional insured on such policy or

policies.

4. Kearney Public Schools agrees to provide the following:

Contribution toward Costs. **KPS** agrees to pay CCC \$68,000.00 annually and CCC will provide a qualified Automotive Technology Instructor. For purposes of this paragraph annual school terms shall mean the equivalent of two semesters of course work but shall be under terms agreed to by the Program Administrators. In addition to contribution toward contractual salary and benefits, the parties agree to an allocation of \$8000.00 for an extra annual employment incentive and professional development time. All students in the Automotive Technology program will be required to be enrolled with CCC. Tuition for the CCC courses and credits will be billed to each student in the program at the agreed upon Early College Tuition Rate as advertised for each term.

a. KPS reserves the right to provide for the tuition of each student or assist student in seeking Foundation or Scholarship support.

b. Facilities. **KPS** shall provide appropriate and functional facilities and access to reasonable and mutually agreed upon support spaces for communication, media or secure storage.

c. Support Staff. **KPS** shall provide support faculty, facility maintenance, and attendant overhead costs, including electricity, heating and cooling, custodial service and trash services, CCC will provide appropriately marked hazardous waste containers and disposal of materials as related to program needs. **KPS** will assume all responsibility for removing hazardous waste from **KPS** premises.

d. Computers. **KPS** shall provide access to computers for required programming, along with instructor access to printers and copy machines as provided to **KPS** teaching staff.

e. Liability Insurance. **KPS** shall obtain and maintain primary liability insurance coverage, with a certificate of insurance to be provided to CCC and updated annually covering all acts or omissions of CCC faculty or students who are assigned to the Program and **KPS** facilities in the individual or aggregate amount no less than \$1,000,000, and shall cause CCC to be named as an additional insured on such policy or policies.

5. Disciplinary Matters. The parties recognize there will be times when complaints arise that fall under the student codes of conduct (Title IX, Section 504 or any other applicable local, state or federal regulation or law) of both parties. The party receiving the complaint will timely notify the other, and promptly provide the other party with any complaint received. If, despite the good faith effort of the parties, they are unable to agree on a process for investigating the complaint, the party whose employee/student is the respondent of the complaint will determine the process. The parties will cooperate in any investigation initiated and make its employees/students reasonably available to the investigator. The investigator will prepare a report that will be provided to both parties setting forth findings as to the allegations and the basis for the findings. The investigator will make recommendations based upon the findings. Each party will apply appropriate

discipline as required by their respective student codes of conduct.

6. Termination. This Agreement is subject to cancellation by either party, without cause, with 120 days written notice to the other.

7. Administration of Programs and Miscellaneous. A separate legal entity will not be created by this Agreement. The Program shall, however, be administered by one individual appointed by each party ("Program Administrators") who will meet, as necessary, to administer the Program, interpret this Agreement and make appropriate adjustments in the Program as may be required from time to time. Unless otherwise agreed, **KPS** shall serve as the fiscal agent of the Program and this cooperative activity between the parties and may adopt and utilize such accounting, payment, and budgeting procedures as it deems necessary to implement this Agreement. The Program Administrators shall also meet near the end of the term of this Agreement and determine issues of continuation and procedures for exercising the options to renew as provided herein.

8. Indemnification. To the fullest extent permitted by law, each party shall indemnify, defend, and hold harmless each other and the other parties' officers, agents, and employees from and against claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of or resulting from each agency's performance of this Agreement that may result in any claim or damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to, or destruction of, tangible or intangible property, including the loss of use resulting therefrom that is caused in whole or in part by such party or anyone directly or indirectly employed by the same. This section shall not require any individual or public agency to indemnify or hold harmless the other agencies to this Agreement for losses, claims, damages, and expenses arising out of, or resulting from, the agency's or its employees own sole negligence.

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

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

Central Community College

BY: _____
Authorized Official Date

BY: _____
Authorized Official Date



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

DocuSigned by:

890B452A40E84E2...

This Addendum to the Memorandum of Understanding (MOU) is entered into this 27th day of July, 2023 between Kearney High School Public Schools (hereinafter "HS") and Central Community College (hereinafter "CCC"), agree as follows:

High schools were provided two tuition rate options for class sections taught by a faculty member of that high school:

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

() High School has selected the following option(s): B (Please explain if multiple options are selected). classes delivered at CCC locations or provided remotely (online & live video) by CCC instructors will have a tuition and fee rate of \$35 per credit hour

Proposed Courses to be offered at (HS):

<u>Term</u>	<u>ALPHA/Title</u>	<u>Instructor Name</u>	<u>Credits</u>	<u>\$ Amount Paid to Instructor or HS</u>
FA23/SP24	AUTO 1000 Basic Shop Practices	Sam Matticks	2Cr	\$0-KHS pays \$16 of fees/credit hour
FA23/SP24	AUTO 1020 BSP-Fasteners & Job Mgt	Sam Matticks	2Cr	\$0-KHS pays \$16 of fees/credit hour
FA23/SP24	BSAD 1360 Personal Financial Planning	CCC Instructor	3 cr	\$0-student pays \$35/cr hr
FA23/SP24	HLTH 1200 Nursing Assistant	CCC Instructor	3cr	\$0-student pays \$35/cr hr
SP24	Math 1050 Occupational Math	CCC Instructor	3 cr	\$0-student pays \$35/cr hr
SP24	Math 1150 College Algebra	CCC Instructor	3 cr	\$0-student pays \$35/cr hr

CCC will also provide AUTO & WELD students with the following equipment: 1 Brake Lathe/BL8922L, 1 Tire Mounter/TCX505, 1 wheel Balancer/DSP9600, 1-10,000lbs Lift, 1 Parts washer, GM engine/76962, GM engine/76963, GM 8.1 L on run stand, 4 cyl. turbo diesel on run stand, 6 Miller XMT 350 MPS, & 6 Miller PKG Feeder S-74 with gun drive roll kit MFG.

DocuSigned by:

3515B5EF80D6488...

(4/20/2023)

Kearney High School 2023-24 – CCC to KHS Course Alignment

TRANSPORTATION I

AUTO 1000 - Basic Shop Practices

2 credit(s)

Students will learn basic shop functions using various shop equipment, including hand tools, special tools, measuring tools, and fire equipment.

Contact Hours: Class- 15 Practical Lab- 45 Clinical- 0 Internship- 0

AUTO 1020 - Basic Shop Practices-Fasteners & Job Management

2 credit(s)

Prerequisite (taken before): AUTO 1000 - Basic Shop Practices

Students will learn safety practices using various shop equipment, including hand tools, special tools, measuring tools, fire equipment, fasteners, and references materials needed in every day shop activity.

Contact Hours: Class- 15 Practical Lab- 45 Clinical- 0 Internship- 0

TRANSPORTATION II

AUTO 1800 - Brakes, Steering, Suspension, & Tire Bal I

3 credit(s)

This course provides an introduction to brakes, steering, suspension, and tire balancing fundamentals and repair.

Contact Hours: Class- 30 Practical Lab- 45 Clinical- 0 Internship- 0

TRANSPORTATION III

AUTO 1100 - Automotive Electrical Systems I

3 credit(s)

Prerequisite (taken before): AUTO 1000 - Basic Shop Practices

An introduction to automotive electrical to include theory of operation, component function, and minor repair.

Contact Hours: Class- 37 Practical Lab- 23 Clinical- 0 Internship- 0

AUTO 1200 - Manual Transmissions & Clutches

2 credit(s)

An introduction to vehicle power trains, including a study of parts and their function, adjustment and repair procedures for clutches, manual transmissions, and drive shafts.

Contact Hours: Class- 25 Practical Lab- 15 Clinical- 0 Internship- 0



KEARNEY
PUBLIC SCHOOLS

Emergency Operations Plan

Updated 2023/2024 school year

RECORD OF CHANGES

[illegible]

Table of Contents

RECORD OF CHANGES	2
I. INTRODUCTION	4
II . CONCEPT OF OPERATIONS	10
III. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES	12
IV. DIRECTION, CONTROL, AND COORDINATION	16
V. COMMUNICATIONS	22
VI. ADMINISTRATION, FINANCE, AND LOGISTICS	26
VII. PLAN DEVELOPMENT, MAINTENANCE, AND DISTRIBUTION	28
VIII. AUTHORITIES AND REFERENCES	31
Standard Response Protocol (SRP): Functional System	34
Standard Reunification Method (SRM): Functional System	42
CONTINUITY OF OPERATIONS (COOP) PLAN: Functional System	46
RECOVERY: PSYCHOLOGICAL HEALING PROCEDURES/PSYCHOLOGICAL FIRST AID (PFA)	51
GLOSSARY OF TERMS	55
Appendix A: School Population	
Appendix B:Phone Extension List	
Appendix C: Emergency Site Maps:	
Appendix D: Utility Company Contacts	
Appendix E: Hazard Analysis Summary	
Appendix F: KPS ICS Building Organizational Charts : School Building will insert their ICS chart	
Appendix G: Chronological Log of Activities	
Appendix H: Master Injury Report	
Appendix I: List of evacuation sites for each school building	
Appendix K: Recording and Distributing the EOP	
Appendix M: Crisis/PFA Team	

I. INTRODUCTION

A. Purpose of the Plan

The purpose of the Kearney Public School District Emergency Operations Plan (EOP) is to identify and respond to incidents by outlining the responsibilities and duties of the Kearney Public School District and its employees. Developing, maintaining, and exercising the plan empowers employees in an incident to act quickly and knowledgeably. In addition, the plan educates staff, faculty, students, and other key stakeholders on their roles and responsibilities before, during, and after an incident. This plan provides parents and other members of the community with assurances that the Kearney School District has established guidelines and procedures to respond to threats, hazards, and incidents in an effective way.

The developed guidelines and procedures for dealing with existing and potential incidents are defined in the plan below. The basic plan and the functional and hazard-specific systems outline an organized systematic method to prevent, prepare for, respond to, and recover from incidents. Faculty and staff have been trained to assess the seriousness of incidents and respond according to these established procedures and guidelines.

Lastly, developing, maintaining, and exercising the School EOP increases Kearney Public School District's legal protection. Schools without established incident management procedures have been found liable for their absence of planning. While no set of policies eliminates the potential for legal problems, establishing procedures and guidelines on the best professional practices provides a margin of protection against liability.

B. Scope of the Plan

The Kearney Public School District Emergency Operations Plan outlines the expectations of staff/faculty; roles and responsibilities; direction and control systems; internal and external communications plans; training and sustainability plans; authority and references as defined by local, tribal, state, and federal government mandates; common and specialized procedures; and, responses/recovery for specific hazards and vulnerabilities.

1. Definitions

Threats: Threats include situations to harm students, personnel, and/or facilities. Threats usually include those things that we can control, such as active killer, bullying, and suicide. Threats may require an interagency response involving law enforcement and/or emergency services depending on the size and scope of the incident.

Hazards: Hazards include situations to harm students, personnel, and/or facilities. Hazards usually include those things that we cannot control, such as tornadoes, floods, and chemical spills. Hazards may require an interagency response involving law enforcement and/or emergency services depending on the size and scope of the incident.

Incidents: An incident is an occurrence that requires a response to protect life or property. An incident is something that we most likely cannot control, such as car accidents, pandemics, and illness. The superintendent/principal/building administrator shall have the authority to determine when an incident has occurred and to implement the procedures within this EOP.

2. School Board Policy Statement

The Kearney Public School District Emergency Operations Plan operates within the overall framework of the Kearney Public School District Board policy.

C. Situation Overview/Hazard Analysis Summary

1. [Appendix A](#): School Population

a. General Population

The current enrollment of Kearney Public School District for the school year 2023-24 is approximately 2,775 elementary-school students, 1,202 middle-school students, and 1,609 high-school students located in 15 buildings in the district. These students are supported by a committed staff and faculty consisting of:

Superintendent/Principal/Building Administrators
Teachers
Instructional Assistants
Counselors, Social Workers, and Psychologists
School Nurses/Health Assistants
Custodians/Maintenance Personnel
Office/Support staff
Food Service/Cafeteria staff
Other staff (School Resource Officers)

A master schedule of classes, locations, grade levels, and staff are provided to each classroom and is available in each building's main office, the scheduling is also stored digitally in the Infinite Campus platform. The staff contact list of the District Office is also located in [Appendix B](#): Phone Extension List of this plan.

b. Special Needs Population

Kearney Public School District is committed to the safe evacuation and transport of students and staff with special needs. The special needs population includes students/staff with:

- Students on the Autism Spectrum,
- Limited English proficiency,
- Blindness or visually impaired,
- Cognitive or emotional disabilities,
- Deaf or hard of hearing,
- Mobility/physical disabilities (permanent and temporary), and
- Medically fragile health (including asthma and severe allergies).

The district's current enrollment of students with special needs is approximately 1,050; however, this number will fluctuate. The Special Education Staff contact list of the District Office is located in [Appendix B](#): Phone Extension List. A master schedule for each building, of classes, locations, grade levels, and staff is available in each building's main office and is stored digitally in the Infinite Campus platform. Students and/or staff may require additional assistance if they are temporarily on crutches, wearing casts, using wheelchairs, etc.

2. District Information

Kearney Public School District is located in the city limits of the city of Kearney and includes 18 buildings, 6 football/soccer fields, and 18 staff parking lots. All classes take place in 15 buildings; the administration building is located at 320 W 24th Street, Kearney NE. 6884

Annotated maps of the Kearney Public School District Buildings and Grounds are located in each school and are included in [Appendix C](#): Emergency Site Maps

Maps include evacuation routes, Shelter locations, Fire alarm pull stations, Fire hydrants, Fire extinguishers, First aid kits, AED (Automatic External Defibrillator), Hazardous materials storage. Utility shutoffs (Electricity, Gas, Water, HVAC)

Staff members should know these locations within their buildings.

Located in [Appendix D](#): Utility Company Contacts are the list of local utility companies and their contacts for additional assistance.

3. Hazard Analysis Summary

The District is exposed to many hazards, all of which have the potential for disrupting the school community, causing casualties, and damaging or destroying public or private property.

The interior and exterior portions of all school buildings and school grounds are periodically assessed for potential hazards that may impact the site, the staff, and the students. The most recent risk assessment by ALICAP Insurance Company was completed in the fall of 2022. The summary is located in [Appendix E](#): Hazard Analysis Summary.

In addition, the table on the following page briefly discusses the District's high-priority hazards including flood, severe storm, fire, chemical, intruder, civil disturbance, and terrorism.

Table 1. High-Priority Hazards

Intruder	While a hostile intruder incident has never occurred in the Kearney Public School District, the district, like any other, is vulnerable to intruders. The Kearney Public School District will: prepare by conducting lockdown and secure drills, provide training to student/staff, prevent by coordinated training with local law enforcement, have School Resource Officers presence in the buildings and conduct Security and Threat Assessment, and recover with evacuation/reunification training and plans and crisis response team support.
Flood	Flooding is a natural feature of the climate, topography, and hydrology of Kearney and its surrounding areas. Flooding predominates throughout the early spring due to melting snow, breakaway ice, and rainy weather. The Kearney Public School District will: prepare by observing potential flooding situations, prevent through cancellations and grounds work, and recover with remote learning, building repair, and crisis response team support.
Severe Storm	Kearney and its surrounding areas are vulnerable to severe local storms. The effects are generally building damage, transportation problems, and loss of utilities, but can vary with the intensity of the storm. The Kearney Public School District will: prepare by conducting drills and monitor weather events, prevent injury and damage through cancellations, late starts, student/staff training and maintenance of grounds, recover by having equipment and staff available to perform tasks to lessen the effects of severe local storms.
Fire	Fire hazards are a prevalent hazard. The Kearney Public School District will: prepare by conducting fire drills and training for students/staff, prevent through adherence to fire code requirements and coordination with the local fire department for training, and finally, recover with reunification plans and crisis response team support.
Chemical	Hazardous chemicals are used for a variety of purposes and are regularly transported through many areas in and around Kearney. Currently, hazardous chemicals are all used and stored on school grounds for both educational purposes and custodial, maintenance, and grounds work. The Kearney Public School District will: prepare by offering training in the use and handling of hazardous chemicals and conducting secure drills, prevent through the minimal storage of needed educational chemicals and those needed for custodial, maintenance, and grounds work, and recover with evacuation/reunification plans, clean-up plans and crisis response team support.
Pandemic	During the spring of 2020, the COVID-19 spread throughout the world affecting all areas including the City of Kearney. The Kearney Public School District is vulnerable to pandemic outbreaks. The Kearney Public School District will: prepare by updating its pandemic plan, work with the Two Rivers Health Department, provide preventative training and education to staff, students and shareholders, and recover by having communication plans and crisis response team support.

4. Prevention, Preparedness, Response, and Recovery Overview

Prevention includes actions to avoid a threat or intervene to stop a threat from occurring. It also includes activities to reduce the loss of life and property from controllable and noncontrollable disasters. Prevention aims to avoid or lessen the impact of a disaster and provides value to the public by creating safer communities. The Kearney Public School District is committed to taking proactive, prevention measures whenever possible to protect the safety and security of students and staff.

In addition, the District provides all adults, middle school and high school students identification badges. School visitor and security protocols have been enhanced. Staff are periodically trained in our safety and security procedures.

Preparedness is achieved and maintained through a continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action. Ongoing preparedness efforts require coordination among all those involved in emergency management and incident response activities. The Kearney Public School District fosters preparedness at all levels including students, parents, teachers, staff and community partners. Examples of preparedness actions include maintaining this plan, following fire code requirements, conducting training, planning and implementing drills and exercises, etc.

Response is the capability necessary to stabilize an emergency once it has happened or is certain to happen in an unpreventable way using both systems, Incident Command System (ICS) and the Standard Response Protocol (SRP). The Kearney Public School District will establish a safe and secure environment to allow for the saving of lives and property and will facilitate the transition to recovery.

Recovery is the capability necessary to assist any school building impacted by an incident or emergency in restoring the health and well-being of students and the learning environment over the long-term. Successful recovery addresses the full range of psychological, emotional, and behavioral health needs associated with the disaster's impact and resulting recovery challenges. Individuals and families will be better situated to manage their recovery once their basic needs are met, such as shelter, food, and reunification with family and household pets or service and assistance animals. Successful recovery depends on all recovery stakeholders having a clear understanding of pre- and post- disaster roles and responsibilities.

D. Planning Assumptions and Limitations

1. Planning Assumptions

Stating the planning assumptions allows the Kearney Public School District to deviate from the plan if certain assumptions prove not to be true during operations. The EOP assumes:

- The school community will continue to be exposed and subject to hazards and incidents described in the Hazard Analysis Summary, as well as lesser hazards and others that may develop in the future.
- A major disaster could occur at any time, and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible; however, some emergency situations occur with little or no warning.
- A single site incident (e.g., fire, gas main breakage) could occur at any time without warning and the employees of the school affected cannot, and should not, wait for direction from local response agencies. Action is required immediately to save lives and protect school property.
- Following a major or catastrophic incident, the school may have to rely on its own resources to be self-sustaining for up to 72 hours.

- There may be a number of injuries of varying degrees of seriousness to faculty, staff, and/ or students. Rapid and appropriate response will reduce the number and severity of injuries.
- Outside assistance from local fire, law enforcement, and emergency managers will be available in most serious incidents. Because it takes time to request and dispatch external assistance, it is essential for the school to be prepared to carry out the initial incident response until responders arrive at the incident scene.
- Proper prevention actions, such as creating a positive school environment and conducting fire inspections, will prevent or reduce incident related losses.
- Maintaining the EOP and providing frequent opportunities for stakeholders (staff, students, parents, first responders, etc.) to exercise the plan can improve the school's readiness to respond to incidents.
- A spirit of volunteerism among school employees, students, and families will result in their providing assistance and support to incident management efforts.

2. Limitations

It is the policy of the Kearney Public School District that no guarantee is implied by this plan of a perfect incident management system. As personnel and resources may be overwhelmed, the Kearney Public School District can only endeavor to make every reasonable effort to manage the situation, with the resources and information available at the time.

II . CONCEPT OF OPERATIONS

This plan is based upon the concept that the incident management functions that must be performed by the school generally parallel some of their routine day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during incidents. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the incident may be suspended. The personnel, equipment, and supplies that would typically be required for those routine functions will be redirected to accomplish assigned incident management tasks.

A. National Incident Management System (NIMS)

The National Incident Management System (NIMS) is a set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, prepare, respond, and recover from the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment. This system ensures that those involved in incident response/recovery understand what their roles are and have the tools they need to be effective.

According to Homeland Security Presidential Directive 5 and the U.S. Department of Education, school districts are among local agencies that must adopt NIMS if they receive Federal grant funds. As part of its NIMS implementation, the Kearney Public School District participates in the local government's NIMS preparedness program and believes it is essential to ensure that response/recovery services are delivered to schools in a timely and effective manner.

The Kearney Public School District recognizes that staff and students will be first responders during an incident. Adopting NIMS enables staff and students to respond more effectively to an incident and enhances cooperation, coordination, and communication among school officials, first responders, and emergency managers.

The Kearney Public School District works with local government agencies to remain NIMS compliant. NIMS compliance for school districts includes completing the following:

- Adopt the use of the Incident Command System (ICS). Adopt the use of the NIMS and the use of SRP. Should a staff member desire more information about these, they can reference the ICS-100 web-based training as well as ICS-700, available free from FEMA.
- Participate in the local government's NIMS preparedness program and incorporate the school plan into the community EOP.
- Train and exercise the plan. Certain staff and students will participate in training and exercising the plan's procedures and hazard-specific incident plans.

B. Implementation of the Incident Command System (ICS)

In a major emergency or disaster, The Kearney Public School District may be damaged or need to be evacuated, people may be injured, and/or other incident management activities may need to be initiated. These activities must be organized and coordinated to ensure efficient incident management. The Incident Command System (ICS) will be used to manage all incidents and major planned events.

The Superintendent or their designee will assume the position of Incident Commander for the District and may delegate the authority to another representative for the District, allowing them to direct all or some of the incident activities within the district's jurisdiction. An Emergency Operations Center (EOC) will be established at the District Level and will consist of a Liaison Officer, who will oversee operations of the EOC. An on-site Incident Commander will establish an incident command post (ICP) and provide an assessment of the situation to the EOC, identify incident management resources required, and direct the on-scene incident management activities from the ICP. If no Incident Commander is present at the onset of the incident, the most qualified individual will assume command until relieved by a qualified Incident Commander. If jurisdiction goes beyond that of the school district, then the Incident Commander will represent the school district as part of the ICP and support any logistics required for the mission.

C. Initial Response - [Standard Response Protocol \(SRP\)](#)

Hold: means to hold in your classroom or area. Clear the halls. (No threat involved) Example would be a medical emergency.

Secure: is followed by the Directive: "Get Inside. Lock Outside Doors" and is the protocol used to safeguard students and staff within the building. (Threat is outside)

Lockdown: is followed by "Locks, Lights, Out of Sight" and is the protocol used to secure individual rooms and keep students quiet and in place. (Threat is close to or in the building)

Evacuate: is always followed by a location, and is used to move students and staff from one location to a different location in or out of the building. (Threat is inside)

Shelter: is always followed by a type and a method and is the protocol for group and self protection. (Threat is outside)

School personnel are usually first on the scene of an incident in a school setting. Staff and faculty are expected to take charge and manage the incident until it is resolved or command is transferred to someone more qualified and/or to an emergency responder agency with legal authority to assume responsibility. Staff will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate. The superintendent/principal or his/her designee is responsible for activating the School EOP, including common and specialized procedures as well as hazard-specific incident plans.

III. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

This section establishes the operational organization that will be relied upon to manage the incident and includes:

- A list of the kinds of tasks to be performed by position and organization.
- An overview of who does what task.

GUIDANCE: To be used if the principal, assistant principal, directors, superintendent is/are not able to manage all the aspects associated with an incident without assistance. The school relies on other key school personnel to perform tasks that will ensure the safety of students and staff during a crisis or critical incident. The Incident Command System (ICS) uses a team approach to manage incidents. It is difficult to form a team while a crisis or critical incident is unfolding. Roles should be pre-assigned based on training and qualifications. Each staff member and volunteer must be familiar with his or her role and responsibilities before an incident occurs.

School staff may be required to remain at school to assist in an incident. In the event that this School EOP is activated, staff will be assigned to serve within the Incident Command System based on their expertise, training and the needs of the incident.

A. Principal/Directors/Superintendent

The building principal/director/superintendent may serve as the Incident Commander or delegate that authority to a qualified individual. At all times, the building principal/director/superintendent retains the overall responsibility for the overall safety of students and staff. However, delegating the authority to manage the incident allows the building principal/director/superintendent to focus on policy-level activities and to interface with other agencies and parents. The building principal/director/superintendent shall coordinate between the District Office and the Incident Commander.

B. Incident Commander

The Incident Commander responsibilities include:

- Assume overall direction of all incident management procedures based on actions and procedures outlined in this EOP.
- Take steps deemed necessary to ensure the safety of students, staff, and other individuals.
- Determine whether to implement incident management protocols (i.e., Hold, Secure, Lockdown, Evacuate, Shelter), as described more fully in the functional systems in this document.
- Arrange for transfer of students, staff, and other individuals when safety is threatened by a disaster.
- Work with emergency services personnel. (Depending on the incident, community agencies such as law enforcement or fire department may have jurisdiction for investigations, rescue procedures, etc.)
- Keep the EOC informed of the situation.

C. Teachers

Teachers shall be responsible for the supervision of students and shall remain with students until directed otherwise.

Responsibilities include:

- Attend to students with special and/or trauma needs.
- Supervise students under their charge.
- Take steps to ensure the safety of students, staff, and other individuals in the implementation of incident management protocols.
- Direct students in their charge to inside or outside assembly areas, in accordance with signals, warning, written notification, or intercom orders according to established incident management procedures.
- Give appropriate action command during an incident.
- Take attendance when class relocates to an outside or inside assembly area or evacuates to another location.
- Report missing students to the Incident Commander or designee.
- Execute assignments as directed by the Incident Commander or their supervisor.
- Obtain first aid services for injured students from the school nurse or person trained in first aid. Arrange for first aid for those unable to be moved.
- Render first aid if necessary. An Emergency Care Team will be trained and certified in first aid and CPR.

D. Instructional Assistants (Paraprofessionals)

Responsibilities include:

- Assisting teachers as directed.
- Execute assignments as directed by the Incident Commander or their supervisor.

E. Counselors, Social Workers, and School Psychologists

Counselors, social workers, and school psychologists provide assistance with the overall direction of the incident management procedures at the site.

Responsibilities include:

- Take steps to ensure the safety of students, staff, and other individuals in the implementation of incident management protocols.
- Direct students in their charge according to established incident management protocols.
- Render first aid if necessary.
- Assist in the transfer of students, staff, and other individuals when their safety is threatened by a disaster.
- Execute assignments as directed by the Incident Commander or their supervisor.

F. School Nurses

Responsibilities include:

- Administer first aid or emergency treatment and medication as needed.
- Supervise administration of first aid by those trained to provide it.

- Organize first aid and medical supplies.

G. Custodians/Maintenance Personnel

Responsibilities include:

- Survey and report building damage to the Incident Commander, Safety Director, or Director of Buildings and Grounds.
- Control main shutoff valves for gas, water, HVAC, and electricity, and ensure that no hazard results from broken or downed lines.
- Provide damage control and security as needed.
- Assist in the conservation, use, and disbursement of supplies and equipment.
- Keep Incident Commander or designee informed of the condition of school.

H. School Secretary/Office Staff

Responsibilities include:

- Answer phones and assist in receiving and providing consistent information to callers.
- Provide for the safety of essential school records and documents.
- Execute assignments as directed by the Incident Commander or their supervisor.
- Provide assistance to the principal and Safety Team.
- Monitor radio emergency broadcasts.
- Assist with health incidents as needed, acting as messengers, etc.
- Gather attendance records from teachers for the Incident Commander.

I. Food Service/Cafeteria Workers

Responsibilities include:

- Use, prepare, and serve food and water on a rationed basis whenever the feeding of students and staff becomes necessary during an incident.
- Execute assignments as directed by the Incident Commander or their supervisor.
- Prepare feeding opportunities beyond school based operations.

J. Bus Drivers

Responsibilities include:

- Supervise the care of students if disaster occurs while students are in the bus.
- Transfer students to new locations when directed.
- Execute assignments as directed by the Incident Commander or their supervisor.
- Transport individuals in need of medical attention.

K. Other Staff (e.g., Itinerant Staff, Substitute Teachers)

Responsibilities include:

- Reporting to the Incident Commander or Human Resources if requested or activated.

L. Students

Responsibilities include:

- Cooperate during emergency drills and exercises, and during an incident.
- Learn to be responsible for themselves and others in an incident.
- Understand the importance of not being a bystander by reporting situations of concern.
- Develop an awareness of and associated prevention, preparedness, response, and recovery processes.
- Take an active part in school incident response/recovery activities, as age appropriate

M. Parents/ Guardians

Responsibilities include:

- Follow all SRP procedures.
- Encourage and support school safety, violence prevention, and incident preparedness programs within the school.
- Participate in volunteer service projects for promoting school incident preparedness.
- Provide the school with requested information concerning the incident, early and late dismissals, and other related release information.
- Practice incident management preparedness in the home to reinforce school training and ensure family safety.
- Understanding their roles during a school emergency.
- Monitor school and community communications (school website, text notifications) for updates.
- Follow all requests and procedures regarding reunification of parents and students.

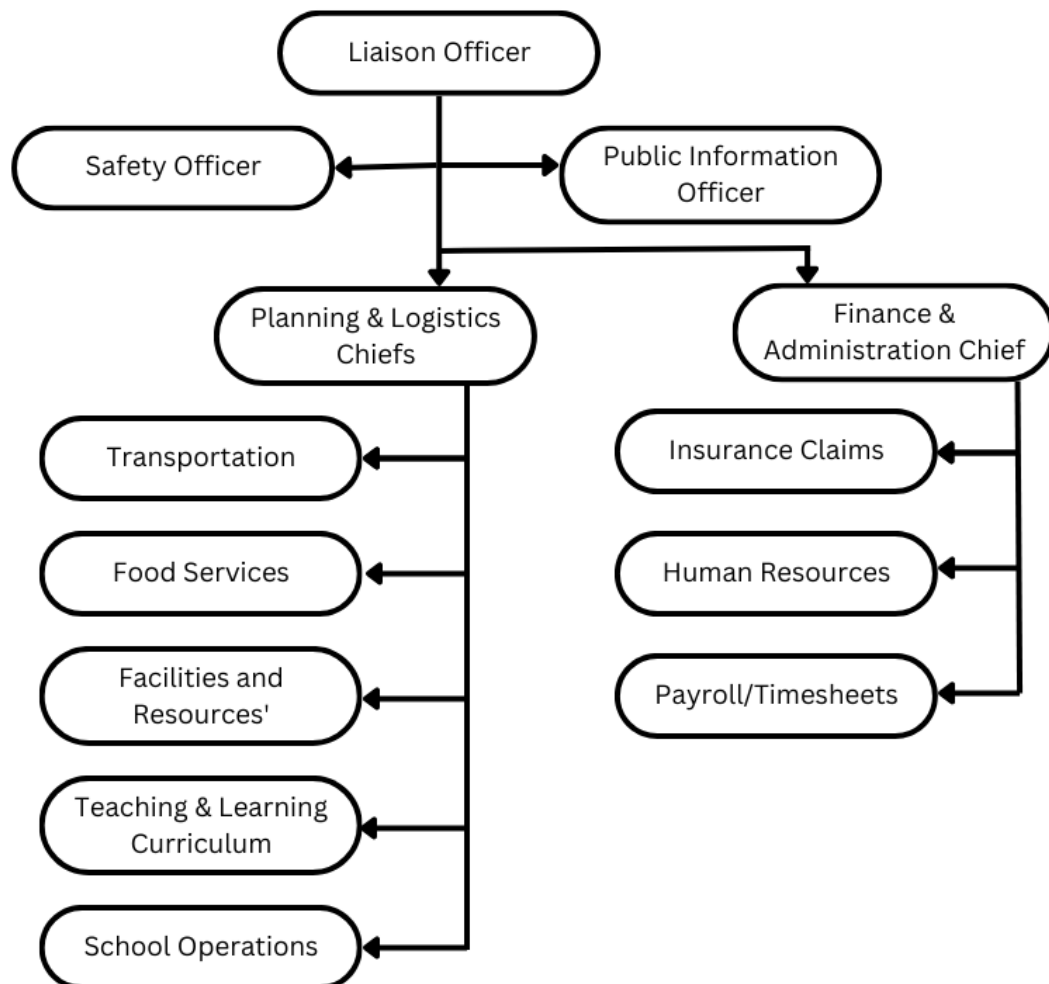
IV. DIRECTION, CONTROL, AND COORDINATION

A. Emergency Operations Center (EOC)

The Kearney Public School District may establish an Emergency Operations Center at the District Office. The center is where the coordination of information and resources to support incident management (on-scene operations) activities will take place.

The EOC sections of Planning, Logistics and Finance/Administration may be activated to support the response directed by the Operations section of the incident command. These sections will remain at the EOC under the direction of the Liaison Officer. An EOC Organizational Chart is located in [Appendix F: KPS ICS Building Organizational Charts slides 1 and 2](#). An example of the KPS Emergency Operations Center is shown in Figure 1.

Figure 1. KPS Emergency Operations Center



1. Planning and Logistics: Collects, evaluates, and disseminates information needed to measure the size, scope, and seriousness of an incident and to plan appropriate incident management activities. Supports incident management operations by securing and providing needed personnel, equipment, facilities, resources, and services required for incident resolution, coordinating personnel, assembling and deploying volunteer teams, and facilitating communication among incident responders. This function may involve a major role in an extended incident.

Duties may include:

- Assist Incident Commander in the collection and evaluation of information about an incident as it develops (including site map and area map of related events), assist with ongoing planning efforts, and maintain incident time log.
- Establish and oversee communications centers and activities during an incident and develop telephone trees for after-hours communication.
- Establish and maintain school and classroom preparedness kits, coordinate access to and distribution of supplies during an incident, and monitor inventory of supplies and equipment.
- Document all activities on [Appendix G](#): Chronological Log of Activities.

3. Finance/Administration Section: Oversees all financial activities including purchasing necessary materials, tracking incident costs, arranging contracts for services, timekeeping for emergency responders, submitting documentation for reimbursement, and recovering school records following an incident.

Additional duties may include:

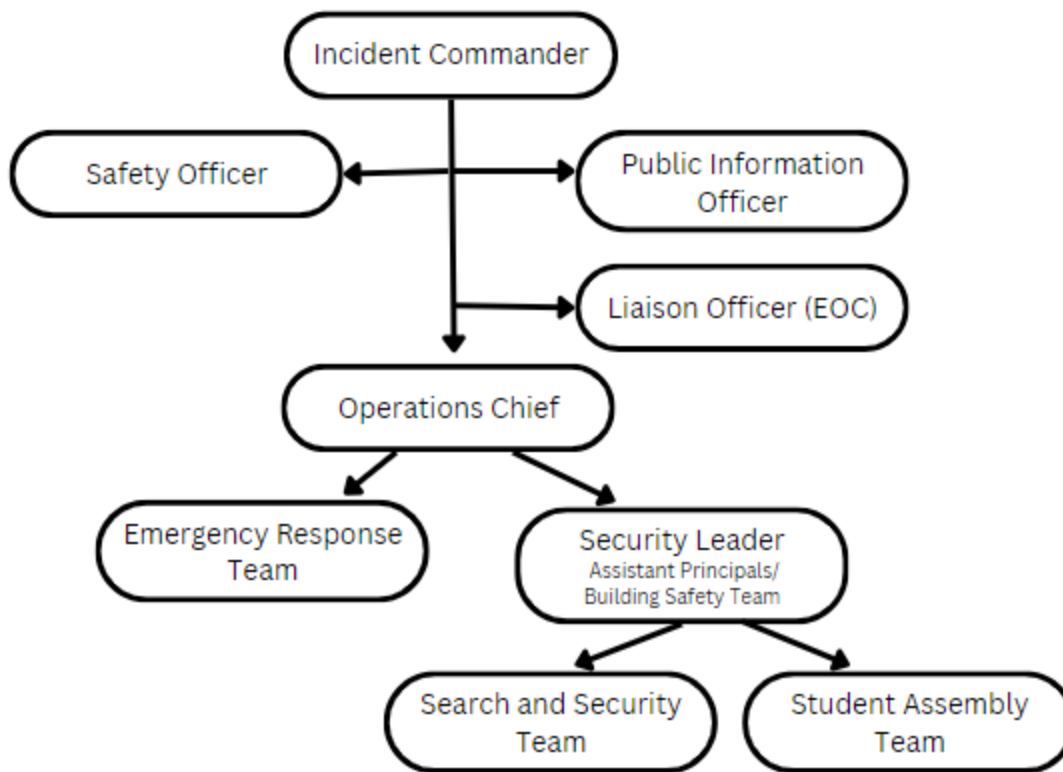
- Assume responsibility for overall documentation and recordkeeping activities; when possible, photograph or videotape damage to property.
- Develop a system to monitor and track expenses and financial losses, and secure all records.
- Schools have to track finances for loss and should track costs to the district.
- Document all activities on [Appendix G](#): Chronological Log of Activities.

B. School Incident Command System (ICS) for Standard Response Protocol Events

To provide for the effective direction, control, and coordination of an incident, either single site or multi-incidents, the Kearney Public School EOP will be activated including the implementation of the Incident Command System (ICS). An ICS Organizational Chart is located in [Appendix F](#): KPS ICS Building Organizational Charts. An example of the KPS Incident Management Team is shown in Figure 2.

The KPS Incident Commander is delegated the authority to direct tactical on-scene operation until a coordinated incident management framework can be established with local authorities. The Safety Team, made up of the Safety Officer, Public Information Officer and Liaison Officer, is responsible for providing the Incident Commander with strategic guidance, information analysis, and needed resources.

Figure 2. KPS Incident Management Team



The KPS ICS is organized into the following functional areas:

1. Incident Command: Directs the incident management activities using strategic guidance provided by the Safety Team.

School-related responsibilities and duties include:

- Establish and manage the Command Post, establish the incident organization, and determine strategies to implement protocols and adapt as needed.
- Monitor incident safety conditions and develop measures for ensuring the safety of building occupants (including students, staff, volunteers, and responders).
- Coordinate media relations and information dissemination with the Public Information Officer.
- Develop working knowledge of local/regional agencies, serve as the primary on-scene contact for outside agencies assigned to an incident, and assist in accessing services when the need arises.
- Keep the Liaison Officer and other executives informed of the situation and decisions.
- Document all activities on [Appendix G: Chronological Log of Activities](#).

2. Operations Chief: Directs all tactical operations of an incident including implementation of response/recovery activities according to established incident management procedures and protocols, care of students, first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students to parents.

Specific responsibilities include:

- Analyze school staffing to potentially develop a Parent-Student Reunification Plan; implement an incident action plan.
- Monitor site utilities (i.e., electric, gas, water, heat, ventilation/air conditioning) and shut off only if danger exists or directed by Incident Commander, and assist in securing the facility.
- Establish medical triage with staff trainees in first aid and CPR, provide and oversee care given to injured persons, distribute supplies, and request additional supplies from the Logistics Section.
- Provide and access psychological first aid services for those in need, and access local/regional providers for ongoing crisis counseling for students, staff and parents.
- Coordinate the rationed distribution of food and water, establish secondary toilet facilities in the event of water or plumbing failure, and request needed supplies from the Logistics Section.
- Document all activities on Appendix G: Chronological Log of Activities.

As needed, the types of Operations Teams described in the following table may be established within the Operations Section. Be aware that Assistant Principals and/or Building Safety Teams may oversee operations teams based upon the situation and the grade-level of school involved.

Table 2 Operations Section Teams

Operations Team	Potential Responsibilities
Search and Security Team	The Search and Security Team will have different responsibilities during different Standard Response Protocol Events; 1. During Secure, Lockdown, Shelter and Hold a. Ensure that the scene of the incident is appropriately managed for the protection of students and staff. b. If a crime or accident, manage the scene area to insure students and staff do not interfere with the emergency responders. c. Ensure that students and staff are kept away from the potential threat area until the location is released by emergency responders. d. Search in an orderly and pre-established sweep pattern to check classrooms, hallways, the media center, cafeteria, auditorium, gym and storage areas to: i. Determine the location of all injured students and staff ii. Report their location to the emergency care team. 2. During Evacuate a. Ensure that there is evidence that requires evacuation before students and staff leave the safety of the locked classroom. b. Ensure that students and staff are evacuated from the building and away from the threat area. c. Ensure that all students have left the building. d. Ensure that students with special needs are provided necessary transportation required to move students off-site. 3. Additional responsibilities

	a. Locating all utilities and turning them off, if necessary b. Securing and isolating danger (fire/hazmat) c. Assessing and notifying officials of fire/hazmat. 4. The Search and Security Team will report information to Incident Command.
Emergency Response Team	The Emergency Response Team will be trained in basic first aid and CPR. If available the school nurse will be on the First Aid Team. 1. Responsibilities a. Administer First Aid i. Provide emergency care utilizing appropriate First Aid, CPR, AED or emergency medications. ii. Determine if Emergency Medical Services should be called if not present. iii. Provide health information as needed to Emergency Medical Services personnel. iv. Triage students or staff if the situation warrants. v. Supervise administration of first aid by those trained to provide it. vi. Organize first aid and medical supplies. vii. Keep updated records of students' health conditions. viii. Administer medication as needed. ix. Document medical care provided. 1. Record information on injuries, first aid administered, and student transportation to hospital in Appendix H: Master Injury Report a. Injury reports completed by school district nurses can also be used to record injury information. b. Ensure that the following is at the emergency assembly area i. First Aid Supplies ii. Student Health Conditions List c. Liaison between the hospital and school/parent 2. The Emergency Response Team will report information to Incident Command
Student Assembly Team	Student care in an event is among the most important tasks faced by schools. The Team will be led by an assistant principal (when available) and consist mostly of classroom teachers. 1. Responsibilities a. Accounting for the location of students, staff or volunteers b. Providing sanitation need c. Providing for food and water d. Classroom evacuation 2. The Team Leader responsibilities will include a. Establishing evacuation sites for the building i. An emergency evacuation sheltered relocation site 1. Should be within walking distance from your building 2. Should be able to provide shelter for your entire student body

	3. Should have controlled access to protect students from public/media 4. Should have access to restroom facilities ii. An alternative emergency evacuation shelter site. 1. Same as the emergency shelter relocation site iii. Preassigned Reunification site 1. The District has designated the following buildings as reunification sites: a. Kearney High School b. Horizon Middle School 2. Reunification may also occur at the building itself. b. The District Safety Coordinator will maintain site information and the building principals will maintain site contacts.

C. Local Emergency Operations Plan (LEOP)

The Kearney Public School District maintains a district Emergency Operations Plan (EOP) to address hazards and incidents in their district. The Kearney Public School District EOP has been developed to fit into the larger local county EOP in the case of a large-scale incident. Staff members that maintain and exercise the plan will be in frequent contact with the Buffalo County/Kearney City Emergency Management Department.

D. Coordination With First Responders

An important component of the Kearney Public School District EOP is agreement with various county agencies to aid timely communication. These agreements help coordinate services between the agencies and the Kearney Public School District.

E. Evacuation Sites

Each district building has a predetermined evacuation site. [Appendix I](#) lists each of the buildings and their evacuation site. If necessary, a Reunification exercise from an evacuation site will be run by district office staff in conjunction with the building staff.

V. COMMUNICATIONS

Communication is a critical part of incident management. This section outlines The Kearney Public School District's communications plan and supports its mission to provide clear, effective internal and external communication between the school, staff, students, parents, responders, and media.

A. Internal Communications

1. Communication Between Staff/Faculty Members

Faculty and staff will be notified when an incident occurs and kept informed as additional information becomes available and as plans for management of the situation evolve. The following practices will be utilized to disseminate information internally when appropriate:

- **Intercom Announcements:** Periodic informational updates may occur as needed to notify staff and students of the status of a situation
- **Telephone Tree:** Using our phone messaging system, staff will be notified when needed during off-hours. [Appendix J: Alert Telephone Network 2022-23.doc](#)
- **Emergency Notification:** Urgent messages may be delivered through text, email or call using internal systems such as infinite campus, edlio and email.
- **Morning Faculty Meeting:** As appropriate, updated information about an incident will be presented at a morning meeting. Any new procedures for the day will also be reviewed at this time.
- **End-of-Day Faculty Meeting:** As appropriate, updated information and a review of the day's events will be presented at the end-of-day meeting. Staff will also have the opportunity to address any misinformation or rumors.

2. Communication With the District Office

The Building Incident Commander (Principal or Designee) may contact the superintendent's office to communicate about the school's status/needs within the building. The Superintendent will designate a staff member(s) to monitor all communications.

B. External Communications

Communicating with the larger school community begins before an incident occurs. In the event of an incident, parents, media, and first responders will require clear and concise messages from the Superintendent or Designee about the incident, what is being done about it, and the safety of the students and staff.

1. Communication With Parents

Before an incident occurs, Kearney Public School District will:

- Develop a relationship with community agency's public information officers to develop procedures to disseminate information that is of the same focus.
- Develop a relationship with parents so that they trust and know how to access alerts and incident information.
- Inform parents about the school's Emergency Operations Plan, its purpose, and its objectives.
- Be prepared with translation services for non-English-speaking families and students with limited English proficiency.

During the incident, the Kearney Public School District will:

- Disseminate information via text messages, mass telephone messages, radio announcements, and/or emails to inform parents about exactly what is known to have happened.
- Implement the plan to manage phone calls and parents who arrive at school.
- Describe how the school and school district are handling the situation.
- Provide information regarding possible reactions of their children and ways to talk with them.
- Provide information regarding incident information.
- Inform parents and students when and where school will resume.

After an incident, Kearney Public School administrators may survey parents to gather feedback regarding the response to the situation.

2. Communication With Media

The Public Information Officer or Designee will:

- Establish a Media Briefing Area either on campus or off campus
- Coordinate messages with the superintendent/principal and EOC.

All Kearney Public School District employees are to refer requests for information and questions to the designated Public Information Officer or Joint Information Center. Templates for statements/press releases to the media, including standard procedures and protocols, have been developed and are included in a shared Google Drive folder.

Media contacts at the major television, internet, and radio stations are maintained by the Public Information Officer (PIO), Superintendent or Designee. In the case of an incident, these media contacts will broadcast Kearney Public School District's external communications plans, including the information hotline for parents and guardians.

3. Handling Rumors

In addressing rumors, the most effective strategy is to provide facts as soon as possible. To combat rumors, the District will:

- Develop a relationship with the community agency's public information officers to develop procedures to disseminate information that is of the same focus.
- Provide appropriate information to internal groups including administrators, teachers, students, custodians, secretaries, paraprofessionals, cafeteria workers, and bus drivers. These people are primary sources of information and likely to be contacted in their neighborhoods, grocery stores, etc.
- Hold a faculty/staff meeting before staff members go home to share pertinent information
- Designate and brief personnel answering calls to help control misinformation.
- Conduct briefings for community representatives directly associated with the school.
- Enlist the help of the media to provide frequent updates to the public, particularly providing accurate information where rumors need to be dispelled.
- Develop consistent statements as a response to possible questions.

After the immediate incident response period, the Kearney Public School District may conduct virtual/public meetings as needed. These meetings are designed to provide the opportunity for people to ask questions and receive accurate information.

4. Communication With First Responders

The Incident Commander will maintain communication with first responders during an incident. Transfer of command will occur when first responders arrive on the scene to assume management of the incident under their jurisdiction. The Kearney Public School District will share the district's EOP with first responders to provide effective coordination and ease in transfer of command.

5. Communication After an Incident (Recovery Process)

After the safety and status of staff and students has been assured, and emergency conditions have abated following an incident, Kearney Public Schools will communicate the plan to support the restoration of the school's educational programs. Defining mission-critical operations and staffing will be a starting point for the recovery process. Collecting and disseminating information will facilitate the recovery process.

The Administration may assign teams to:

- Conduct a comprehensive assessment of the physical and operational recovery needs.
- Assess physical security, data access, and all other critical services (e.g., plumbing, electrical).
- Examine critical information technology assets and personnel resources, and determine the impact on the school operations for each asset and resource that is unavailable or damaged.
- Document damaged facilities, lost equipment and resources, and special personnel expenses that will be required for insurance claims and requests for state and federal assistance.
- Provide detailed facilities data to the school district office so that it can estimate temporary space reallocation needs and strategies.
- Arrange for ongoing status reports during the recovery activities to: a) estimate when the educational program can be fully operational; and b) identify special facility, equipment, and personnel issues or resources that will facilitate the resumption of classes.
- Educate school personnel, students, and parents of available crisis counseling services.
- Apprise the Local Office of Emergency Management.

The school district will:

- Review the use of the ICS and identify areas for modification.
- Identify recordkeeping requirements and sources of financial aid for state and federal disaster assistance.
- Establish absentee policies for teachers/students after an incident.
- Establish an agreement with mental health organizations to provide counseling to students and their families after an incident.
- Develop alternative teaching methods for students unable to return immediately to classes: virtual classes, virtual meetings, videoconferencing, etc....
- Create a plan for conducting classes when facilities are damaged (e.g., alternative sites, half-day sessions, portable classrooms).

C. Communication Tools

Some common internal and external communication tools that the District may use include the following:

- **Landline Phone:** A designated school telephone number as a recorded "hotline" for parents to call for information during incidents. The goal is to keep other telephone lines free for communication with first responders and others. Calls may need to be forwarded to district office from the incident site

- **Cell phones:** These phones may be the only tool working when electric service is out; they are useful to faculty/staff enroute to or from a site.
- **Intercom phone systems:** Some staff may be trained to understand how to operate the intercom system.
- **Bullhorns and megaphones:** A battery-powered bullhorn may be part of the school's emergency to-go kit to address students and staff who are assembling outside the school. A bullhorn is located at the district office.
- **Two-way radio:** Two-way radios. Some staff will be trained to understand how to operate the two-way radios and may be used as needed in an emergency.
- **Computers:** If WiFi or Internet is available, a wireless laptop computer may be used for communication both within the school and to other sites. Email may be a useful tool for updating information for staff, other schools in an affected area and district office personnel.. An assigned staff member(s) will post information on the home page of the school and/or district website.
- **Alarm systems:** Most Kearney Public School buildings have alarms in place to notify students and staff of a potential problem.
- **Social Media:** Social Media communication such as Facebook, Twitter and other mediums can be used to update staff and the community in an affected area.

VI. ADMINISTRATION, FINANCE, AND LOGISTICS

A. Agreements and Contracts

If school resources prove to be inadequate during an incident, the Kearney Public School District may request assistance from local emergency services, other agencies, and industry in accordance with existing mutual aid agreements and contracts. Such assistance includes equipment, supplies, and/or personnel.

B. Recordkeeping

1. Administrative Controls

The Kearney Public School District is responsible to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support incident management operations. These administrative controls will be done in accordance with the established local fiscal policies and standard cost accounting procedures.

2. Activity Logs

Assigned ICS building or district staff will maintain accurate Chronological Logs of Activities [Appendix G: Chronological Log of Activities](#) recording key incident management activities including:

- Basic documentation by each role or position responsibilities with time and completed by whom.
- Activation or deactivation of incident facilities.
- Significant changes in the incident situation.
- Major commitments of resources or requests from external sources.
- Issuance of protective action recommendations to the staff and students.
- Evacuations.
- Casualties.
- Containment or termination of the incident.

C. Incident Costs

1. Annual Incident Management Costs

The associate superintendent or designee will be responsible for maintaining records summarizing the use of personnel, equipment, and supplies to obtain an estimate of annual incident response costs that may be used in preparing future school budgets.

2. Incident Costs

The associate superintendent or designee will maintain detailed records of costs for incident management and operations to include:

- Personnel costs, especially overtime costs.
- Equipment operations costs.
- Costs for leased or rented equipment.
- Costs for contract services to support incident management operations.
- Costs of specialized supplies expended for incident management operations.

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

D. Preservation of Records

In order to continue normal school operations following an incident, vital records must be protected. These include legal documents and student files as well as property and tax records. The likely causes of damage to records are fire and water; therefore, essential records should be protected accordingly (e.g., electronic, redundant backup, offsite electronic version).

VII. PLAN DEVELOPMENT, MAINTENANCE, AND DISTRIBUTION

The KPS District Security Committee and the building principals share responsibility for the overall maintenance and revision of each school building's EOP within the District.

Each Building Safety Team is responsible for coordinating, training, and exercising the School EOP. Building Safety Teams are expected to make annual recommendations for revising and enhancing the plan to the District Security Committee.

Building Safety Teams will be asked to provide input regarding the EOP. They will receive information and training on procedures and protocols as identified within the EOP. In addition, they will be included in exercises, drills and debriefings to enhance the effectiveness of the response. In addition, school staff will be asked to provide input for future enhancements during trainings and when debriefing after an incident

The local school board and the superintendent are responsible for approving and promulgating this plan. Community fire/rescue, law enforcement, and emergency managers' input and recommendations will also be requested.

A. Approval and Dissemination of the Plan

The District Security Committee will initiate the annual review of the District's EOP following the steps below. The Board of Education will then be asked to approve the plan.

- The District Security Committee will review and update the plan.
- Present the EOP Plan to the local school board for approval
- Distribute the plan. [Appendix K](#): Recording and Distributing the EOP

1. Record of Changes

Each update or change to the plan will be tracked on page 2 of this document. The record of changes will include: the change number, the date of the change, and the name of the person who made the change (the date the school board was informed/approved). The record of change will be in table format and maintained by the Director of Student Services and Safety. Changes will be done electronically to the EOP with emails sent out regarding the upcoming changes. Changes will be reviewed annually by the District Security Committee before approval by the school board.

2. Record of Distribution

Copies of plans and systems will be distributed to those tasked in this document. The record of distribution will be kept as proof that tasked individuals and organizations have acknowledged their receipt, review, and/or acceptance of the plan. The Director of Student Services and Safety will indicate the title and name of the person receiving the plan, the agency to which the receiver belongs, the date of delivery, and the number of copies delivered. [Appendix K](#): Recording and Distributing the EOP

B. Plan Review and Updates

The basic plan and its systems will be reviewed annually by the District Security Committee, emergency management agency, law enforcement, school board, and others deemed appropriate by school

administration. The Director of Student Services and Safety will establish a schedule for annual review of planning documents.

The EOP will be updated based upon deficiencies identified during incident management activities and exercises and when changes in threat hazards, resources and capabilities, or school structure occur.

C. Training and Exercising the Plan

Drill: The primary objective of a drill is for participants to build “muscle memory,” and practice an action to use in various events or situations. A secondary objective is for the people who are administering the drill to validate procedures, clarify roles, debrief with participants and identify operational process gaps. In the school safety context, it is critical to distinguish between drills and exercises. Drills are for staff and students (e.g., fire drill, tornado drill, lockdown drill, etc.) and are educational opportunities to practice a life skill.

Exercise: The overall learning objective of an exercise is to test response, capacity and resources across the system. An exercise often includes a description or enactment of an incident, depending on the type of exercise that’s being conducted. Exercises are broader in scope. These typically present a hypothetical emergency scenario (hurricane, earthquake, biochemical emergency, etc.) designed to encourage people to think quickly, work together, and apply lessons learned from drills. (e.g. safer route to an egress point).

Tabletop Exercise: is a roundtable session administered by a facilitator. Team members discuss their roles and share observations regarding a simulated emergency scenario. It is designed to test each team’s ability to refer and react to their role in the emergency plan, as well as their readiness to communicate with other teams as needed. These exercises usually last a few hours, and are highly valuable for identifying the unique threats in each community. A Tabletop Exercise differs from an Exercise in that it is done without the need for the physical environment.

Functional Exercises: typically focus on specific team members and/or procedures, and are often used to identify process gaps associated with multi-agency coordination, command and control. In a Functional Exercise, participants perform their duties in a simulated emergency environment.

Full-scale Exercise: Similar in execution to a functional exercise and as close to a real event as possible. It can include employees from various departments, community first responders, local businesses, and regulatory agencies. This type of exercise should utilize, to the extent possible, the actual systems and equipment that would be dispatched during a real event. From a duration stand-point, full-scale exercises often take place over the course of an entire business day.

Basic training and refresher training sessions will be conducted periodically for school personnel in coordination with local fire, law enforcement, and/or emergency managers.

Kearney Public School District EOP training will include:

- Vector Video/Online training for designated staff
- Hazard and incident awareness training for designated staff
- Orientation to the District EOP for designated staff
- First Aid and CPR/AED training for designated staff.
- Team training to address specific incident response or recovery activities, such as Parent-Student Reunification, Special Needs, and Relocation.

Drills will be conducted in accordance with Rule 10 and State law or more frequently. Fire Drills will be conducted at least once per month during the months of the regular scheduled school year. Exercises will occur at least annually. Records of the training provided including date(s), type of training, and participant roster will be maintained. Approved volunteers and community members may be incorporated into larger training efforts.

Records of Drills and Exercises will be kept in the Shared Google Drive: Safety Drills for each school building in the District. Each school building in the District will have access to those Drills and Exercises under the same name.

VIII. AUTHORITIES AND REFERENCES

The following regulations are the State authorizations and mandates upon which this School EOP is based. These authorities and references provide a legal basis for incident management operations and activities.

Rule 10

- 011.01B Each school system has a safety and security plan for the schools' in the system. The plan addresses the safety and security of students, staff and visitors. The plan is approved by the local governing body.
- 011.01C Each school system has a school safety committee which includes representatives of faculty, parents and the community. The committee meets at least annually to prepare and/or review safety and security plans and procedures including emergency plans and procedures.
- 011.01D The school system's safety and security plan(s) are reviewed annually by one or more persons not on the local school system safety committee and not an employee of the school system. The review will include a visit to school buildings to analyze plans, policies and procedures, practices and recommendations. Any recommendations made as a result of the analysis are forwarded to the head administrator and to the school safety committee to be considered in making revisions to the plan.

79-2,143. State school security director; appointment.

The position of state school security director is created within the State Department of Education. The Commissioner of Education shall appoint the director based on experience, knowledge, and skills in the field of school security.

79-2,144. State school security director; duties.(those included are specific to EOP)

The state school security director appointed pursuant to section 79-2,143 shall be responsible for providing leadership and support for safety and security for the public schools. Duties of the director include, but are not limited to:

- (1) Collecting safety and security plans, required pursuant to rules and regulations of the State Department of Education relating to accreditation of schools, and other school security information from each school system in Nebraska. School districts shall provide the state school security director with the safety and security plans of the school district and any other security information requested by the director, but any plans or information submitted by a school district may be withheld by the department pursuant to subdivision (8) of section 84-712.05;
- (4) Identifying deficiencies in school security based on the minimum standards adopted by the State Board of Education and making recommendations to school boards for remedying such deficiencies;
- (5) Establishing security awareness and preparedness tools and training programs for public school staff;
- (8) Establishing tornado preparedness standards which shall include, but not be limited to, ensuring that every school conducts at least two tornado drills per year;

GUIDANCE: Authority for this Plan is contained in:

- A. Public Law 81-920 (Federal Emergency Management Act of 1950) as amended;
- B. Public Law 93-288 (Disaster Relief Act of 1974) as amended by PL 100-707;
- C. Public Law 99-499 (Superfund Amendments and Reauthorization Act of 1986) as amended;
- D. 44 CFR, Part 302, Emergency Management: State and Local Emergency Management Assistance (EMA), October 2011, as amended;
- E. RRS Sections 81-829.36 to 81-829.75, Nebraska Emergency Management Act of 1996, as amended, Cum. Supp. 2002;

- F. Nebraska Administrative Code, Chapter 7; Nebraska Emergency Management Agency Title 67, July 21, 2001;
- G. Nebraska Revised Statutes 81-201 (Reissue 1996), 54-701 (reissue 1998 and Cum. Supp. 2002, and 54-1180 to 54-1182 (Reissue 1998 and Cum. Supp. 2002), (Nebraska Department of Agriculture's general response procedures); 2-1072 to 2-10, 117, the Plant Protection and Pest Act; and 54-847 to 54-863, (Reissue 1998) the Commercial Feed Act; 81-2,257 to 81-2,261 (Reissue 1996 and Cum. Supp. 2002), the Nebraska Pure Food Act; S2-3901 to 2-3911 (Reissue 1997 and Cum. Supp. 2002), the Nebraska Pasteurized Milk Law; 2-3913 to 2-3946 (Reissue 1997 and Cum. Supp. 2002), Manufacturing Milk Act;
- H. USC Title 21, section 134(a), (USDA response procedures for animal disease events);
- I. USC Title 7, sections 7701-7772, (USDA Plant Protection Act);
- J. 21 CFR, Parts 500-599 (Food, Drug, and Cosmetic Act);
- K. Homeland Security Presidential Directive (HSPD) 5 "Management of Domestic Incidents," 28 Feb. 2003;
- L. Presidential Policy Directive (PPD) 8 "National Preparedness" March 30, 2011;
- M. State of Nebraska, Executive Order 05-02, State Adoption of the National Incident Management System (NIMS), March 4, 2005.

Functional Systems

Note:

Functional Systems address all-hazard critical operational functions, including:

- Common procedures.
- Specialized procedures.

Each functional system describes the policies, processes, roles, and responsibilities for that function.

All functional systems should address:

- Situations under which the procedures should be used.
- Who has the authority to activate the procedures.
- Specific actions to be taken when the procedures are implemented.

Standard Response Protocol (SRP).¹ Functional System

I. PURPOSE

When all schools work from the same plan for an immediate response, success can be achieved in keeping our students, staff and visitors safe in all buildings and activities throughout the state. The statewide plan includes the use of a common language, common signage, common protocol, and when applied in all schools across the state, will provide the safest and most secure settings possible.

Weather events, fires, accidents, intruders and other threats to student safety are scenarios that are planned and trained for by school and district administration and staff. A statewide approach is necessary to enhance the preparation of all students, staff, and parents to respond immediately to any incident.

- For students, a common plan provides continuity of expectations and actions in any school and community setting throughout the state.
- For school staff, a common plan clarifies procedures and lends to simplified training and practice.
- The common language and protocols assist first responders with greater predictability throughout the duration of any incident.
- The expected procedures afford parents greater understanding of risk and can reduce the level of their stress.

In cases of an incident requiring a school to either hold, secure, lockdown, evacuate or shelter, the following procedures should be adhered to by students, staff, and parents.

II. SCOPE

The Standard Response Protocol (SRP) is based not on individual scenarios but on the response to any given situation. Like the Incident Command System (ICS), SRP demands a specific vocabulary but also allows for greater flexibility. The premise is simple - there are five specific actions that can be performed during an incident.

Hold: means to hold in your classroom or area. Clear the halls. (No threat involved)

Secure: is followed by the Directive: "Get Inside. Lock Outside Doors" and is the protocol used to safeguard students and staff within the building. (Threat is outside)

Lockdown: is followed by "Locks, Lights, Out of Sight" and is the protocol used to secure individual rooms and keep students quiet and in place. (Threat is close to or in the building)

Evacuate: is always followed by a location, and is used to move students and staff from one location to a different location in or out of the building. (Threat is inside)

Shelter: is always followed by a type and a method and is the protocol for group and self protection. (Threat is outside)

A poster of the protocols will be posted throughout school buildings.

III. RESPONSIBILITIES

To implement the Standard Response Protocol:

- Staff and students will undergo periodic training and participate in incident management training and drills.
- Staff and bus drivers assigned to work with special needs students will undergo in-depth training.
- Emergency responders and the District Security Committee will review and provide input into the plan.

HOLD Protocol Guidance

Hold Protocol is in place when hazards or situations may be present in the building that do not need Lockdown procedures but require students and staff to remain in areas until the hazard or situation is resolved. These hazards could be but are not limited to; *emergency medical services being rendered, behavioral incidents that may be dangerous to students and staff, other temporary slip, trip or fall hazards that need to be corrected before students are allowed to pass (ie, water on the hallway floor).*

- A. The building principal or designee will give instructions to all staff before any Hold call is initiated that they will conduct the following instruction to their rooms' occupants and procedures:
 - a. When a HOLD call is initiated, all rooms will remain in their current positions and any occupants outside their rooms will return to their assigned rooms – hallways will be cleared for responders to have ease of access.
 - b. **Outside** - Outside activities will continue. Any access into the building will be done under the direction of staff after receiving approval from the building principal or designee.
 - c. **Classroom** - Classroom activities will continue as normal.
 - d. **Doors** - All doors will be closed and locked with access controlled by the classroom staff.
- B. **Announcements Components** - The principal will announce the following
 - a. **“Clear the Hallways and HOLD in your rooms or areas, there is (explain the hazard) and we need the hallways clear until the situation is resolved.”**
 - b. Once the situation has been resolved the building principal or designee will announce that normal procedures and classroom scheduling will continue.

SECURE Protocol Guidance

Secure Protocol is in place when outside hazards or dangers may be present in the surrounding neighborhoods or school campus area. These hazards could be but are not limited to: *Police search warrants, wild animal sightings, emergency response team activity, dangerous persons sighting or hazardous material spills/exposure.*

- A. The Building Principal/Director or front office staff receives communication or determines there is an outside hazard or danger in the surrounding school campus area or neighborhoods.
- B. The Building Principal/Director or front office staff building director will make an announcement that may read as follows:
 - a. **“We are Securing the building, all staff and students are to come inside the building and remain inside until otherwise notified.”**
 - b. The Building Principal/Director or front office staff will direct staff in the main office on necessary measures to follow based upon the specific situation.
 - c. All building students and staff will enter the building and be accounted for by staff.
 - d. All activity inside the building will remain in normal school operation.
- C. The Building Principal/Director or front office staff will send out notification to all Staff under their supervision, including staff that do not maintain a full time presence in the building. (through text, phone, email, etc..). A message for Controlled Secure or Secure may read as follows:
 - a. **“The building has been placed in SECURE protocol, no one may enter or exit the building at this time.”**
- D. The Building Principal/Director and/or front office staff will maintain vigilance at all times and will control entrance and exit from the building.
 - a. Parents/students/staff who wish to enter after SECURE protocols have been activated need to be approved by the Building Principal/Director or the front desk staff.
 - i. Controlled Secure or Secure status will be dependent on the outside hazard.
 - ii. If the outside hazard is a chemical spill, the building may be sealed with no exiting or entrance.
 - b. Parents/staff who wish to exit the building after SECURE protocols have been activated will be advised of the danger before they leave the building. No student will be allowed to exit without a parent or staff member.
- E. SECURE protocols will be ended only after a confirmation agreement has been established between the District Office and the Building Principal/Director or front office staff.
 - a. City agencies may advise the building if it can return to normal operations, but this will only be approved by an agreement amongst the District Office and the Building Principal/Director.
 - b. Once SECURE protocols have ended, the Building Principal/Director or front office staff will announce that normal operations inside and outside the building are reestablished.
 - i. The Building Principal/Director or front office staff will send out notification to all Staff under their supervision that the SECURE protocols event has ended.
- F. The District Communications Director will work with the Building Principal/Director on message to parents and media regarding the SECURE protocol event.

LOCKDOWN Protocol Guidance

Lockdown Protocol is initiated when there is a threat or hazard inside the school building. From parental custody disputes to intruders to an active assailant, Lockdown uses classroom and school security actions to protect students and staff from the threat. *Examples of Lockdown Protocol events include: Dangerous animal within the school building, Intruder, Angry or violent parent or student, Report of a weapon, Active assailant.*

- A. The principal and staff will ensure that exterior doors of the school buildings are locked.
- B. The principal and staff will ensure that doors held open by magnets are locked
- C. The principal and staff will ensure that classroom doors of the school building are closed and locked at all times.
- D. The Principal or staff members can activate Lockdown Protocols.
 - a. The building principal or other staff members can activate Lockdown Protocols. The following announcement will be said over the intercom if possible:
 - a. Lockdown! Locks, Lights, Out of Sight!**
 - b. Staff outside the front office can activate the Lockdown by notifying the front office of a Lockdown protocol event.
- E. The classroom teacher is responsible for implementing their classroom Lockdown Protocol.
 - a. Classroom emergency bags are available for situations like Lockdown.
- F. Students and Staff who are outside the classrooms when a Lockdown is announced should try to get into the closest available room with a door that can be secured.
 - a. In the event someone cannot get into a room before the doors are closed and locked, the student or staff member should attempt to exit the building or find a hiding place.
- G. Emergency responders will be dispatched to the school building.
 - a. Staff or students that are contacted by emergency responders will raise their hands and follow the directions of the emergency responders.
 - b. Emergency responders will go directly to the threat. Any staff or students that are injured or that need medical care will be attended to after the threat has been neutralized.
- H. Emergency responders will clear and secure the school building after the threat has been neutralized.
 - a. Staff and students should remain in their classrooms until released by emergency responders who will make visual contact with them in the rooms they are hiding in.
 - i. Directions such as Hold or Evacuate may be given by the emergency responder.
 - ii. No staff member or student should leave the classroom unless directed to do so by an emergency responder or if the threat has entered the room.
- I. Once the building has been turned over to the principal or front office staff by emergency responders, recovery activities will begin under the direction of Incident Command.

EVACUATE Protocol Guidance

- A. Evacuate Protocols are called when there is a need to move people from one location to another. Most often, evacuations will be necessary when there is a hazard within the building that warrants leaving the building. *Evacuate Protocol events will include but are not limited to: heating/ventilation system failure, gas leak, bomb threat, and fire.*
- B. The building principal or front office staff receives communication and determines there is a hazard or danger that warrants an evacuation of the building for students and staff.
 - a. Once verified that there is a hazard, the building principal or front office staff will announce, several times, the following over the school building's intercom system.
 - i. **“Evacuate, Evacuate, there is a (hazard) at (location)”**
- C. Staff and Students will evacuate to their assigned assembly evacuation areas.
 - a. The building principal or front office staff will send out notification to all staff regarding the evacuation.
- D. Emergency responders will arrive and determine if it is safe to return or if formal evacuation to another location is required.
 - a. The District Office and building principal will be in correspondence with city officials regarding the issue and possibility of returning to the school building.
 - b. Once EVACUATE protocols have ended, the principal will announce that normal operations inside and outside the building will be reestablished and communicate with staff accordingly.
- E. The District Communications Director will work with the principal on crafting a message to parents and media regarding the EVACUATE protocol event.

SHELTER Protocol Guidance

Shelter Protocol is in place when severe weather may be threatening the safety of the physical environment of the building. The hazards could be but are not limited to; *Tornado, High Winds, Hail, Hazardous Material events or other local hazards.*

- A. The Building Principal/Director or front office staff will monitor weather conditions or outside conditions that may trigger Shelter Protocol. Once the Building Principal/Director or front office staff receives communication or determines there is an outside hazard or danger, they will activate the Shelter protocol.
- B. The Building Principal/Director or front office staff building director will announce the following;
 - a. **“We have been notified that there is a (weather/hazardous event); go to your designated shelter areas”**
 - b. All building students and staff will go to their assigned shelter areas.
 - c. Staff will direct students to take the position of Tuck and Cover if the hazardous event affects the building.
- C. The Building Principal/Director or front office staff will maintain vigilance at all times and control entrance and exit from the building.
 - a. Parents/students/staff who wish to enter after SHELTER protocols have been activated may do so in order to find a shelter area.
 - b. Parents/staff who wish to exit the building or remove a student after SHELTER protocols have been activated will be advised of the danger before they are allowed to leave the building.
 - i. The Building Principal/Director will determine if it is safe to have staff retrieve a requested student.
 - ii. Parents/Guardians will remain in the main office area while staff retrieves the student.
 - iii. Students will be allowed to exit with a parent or guardian only.
- D. Shelter protocols will be ended only after confirmation agreement has been established between the District Office and the principal or front office staff.
 - a. District Office staff and the principal will collaborate with city officials regarding the appropriate time to conclude the Shelter.
 - b. Once Shelter protocols have ended, the principal or front office staff will announce that normal operations inside and outside the building are reestablished.
 - i. The principal or front office staff will communicate with staff that the SHELTER event has ended.
- E. The District Communications Director will work with the Building Principal/Director on a potential message to parents and media regarding the SECURE protocol event.

It is very important to remember that after a Shelter Protocol Event there may be damage or contamination to the building. Remaining in the building and the shelter area may be the safest place in the community. In extreme emergencies, the building should wait for emergency responders to evacuate the building or establish an Incident Command Center before students and staff leave the building. Recovery events may include the building going into SECURE or HOLD protocols until a plan can be established.

IN AN EMERGENCY TAKE ACTION



HOLD! In your room or area. Clear the halls.

STUDENTS

Remain in the area until
the "All Clear" is indicated

ADULTS

Close and lock door
Business as usual
Account for students and adults



SECURE! Get inside. Lock outside doors.

STUDENTS

Return inside
Business as usual
Monitored entry or controlled
release of students as
information increases

ADULTS

Bring everyone indoors
Lock outside doors
Increase situational awareness
Business as usual
Account for students and adults



LOCKDOWN! Locks, lights, out of sight.

STUDENTS

Move away from sight
Maintain silence
Do not open the door

ADULTS

Lock interior doors
Turn out the lights
Move away from sight
Do not open the door
Maintain silence
Account for students and adults
Prepare to evade or defend



EVACUATE! (A location may be specified)

STUDENTS

Evacuate to specified location
Bring your phone
Instructions may be provided about
retaining or leaving belongings

ADULTS

Lead evacuation to specified location
Account for students and adults
Notify if missing, extra or injured students
or adults



SHELTER! Hazard and safety strategy.

STUDENTS

Hazard

Tornado
Hazmat
Earthquake
Tsunami

Safety Strategy

Evacuate to shelter area
Seal the room
Drop, cover and hold
Get to high ground

ADULTS

Lead safety strategy
Account for students and adults

Standard Reunification Method (SRM): Functional System

I. Purpose of Reunification Method

One critical aspect of crisis response is accountable reunification of students with their parents or guardians in the event of a school crisis or emergency. The Standard Reunification Method provides school safety teams and the District Security Committee with proven methods for planning, practicing and achieving a successful reunification.

Crisis recovery starts with the crisis, not after. Without a plan to reunite students and parents, more than just the mental health demands which accompany a crisis are ignored; the responsibility of the school and district in maintaining the chain of custody for every student can be lost. No school is immune to emergencies: fires, floods, tornadoes, blizzards, power outages, bomb threats, acts of violence -- this is just a short list of events that could initiate a release and/or reunification for a school or district.

II. Scope of Reunification Method

Circumstances may occur at the school that require parents to pick-up their students in a formalized, controlled manner. The process of controlled release is called reunification and may be necessary due to situations like a significant weather event or power outage or may be due to a major crisis in other situations. The Standard Reunification Method will be utilized to make this process more predictable and less chaotic for all involved. Because a controlled release is not a typical end-of-the-school-day event, a process is in place to manage the situation. The process will be modified due to the peculiarities of an event and may occur at the school site, the building's designated evacuation site, or a different location.

The Kearney Public School District will use the Standard Reunification Method for reunification needs. In some cases, team members will be located at the Reunification Site while at other times some team members may be needed at the site of the incident and others at the reunification site.

The SRM Process Overview

The steps for a comprehensive reunification are as follows:

- Establish a reunification site
- Deliver the students to the staging area beyond the field of vision from parents/guardians
- Once students are on site, notify parents and the community
- Greeters direct parents/guardians to the check-in location and help them understand the process
- Parents/guardians complete Reunification Cards
- The Check-in staff collect the cards and direct parents to the reunification area
- Runners bring the student from the staging area to the reunification area
- Medical needs, crisis counseling, and police investigative areas will be formed as needed due to the specific situation
- The reunification team will attempt to connect all students in the staging area with their parent/guardian at the reunification area and then escort the family out of the building.

The Kearney Public School District will maintain a Reunification site map with guidelines for the two predetermined site areas:

1. [Appendix C](#): SRM Site Map
 - a. Horizon Middle School
 - b. Kearney First Baptist Church

III. Management of the Reunification Process

District Office Staff will manage the reunification process. [Appendix L1](#) outlines District Office staff responsibilities and [Appendix L2](#) outlines the description of each title and task. District Office staff will be periodically trained on the reunification process and their specific role..

District transportation personnel and the Kearney Police Department have collaborated on the process for travel between the incident site school building and the reunification site. The Kearney Police Department has assigned officers the duty of managing school bus travel and providing support for District Office staff as they implement the reunification process.

SRM Staging the

STEP 1

ESTABLISH ONSITE INCIDENT COMMAND

The first step in staging for transport is establishing School Incident Command at the affected school. Integrating with Unified Command should be a priority.



Priorities: Student and staff safety and wellbeing
Student and staff whereabouts and condition
Assemble affected school command staff
Integrate with Unified Command
Joint Information Center established

Objectives: Safe transport of students and staff to reunification site

Strategy: The Standard Reunification Method

Tactics: Will be determined by the environment

STEP 2

CLASSROOM EVACUATION

Classrooms are individually evacuated to the Secure Assembly Area. During a Police Led Evacuation, students and staff will be asked to keep their hands visible.



If it is a Police Led Evacuation after a Lockdown, each room will be cleared by Law Enforcement personnel. This process may take up to several hours. Teacher should take attendance in the classroom, prior to evacuation.

STUDENTS WITH DISABILITIES

The Individuals with Disabilities Act mandates additional supports for students with special education needs in a school setting. These supports would also function to provide supervision and assistance to students with disabilities during emergency situations.



SRM Actions and

COMMUNITY ACTION PARENTS WILL BEGIN TO ARRIVE

Parents will be arriving at the impacted school. Often with a Lockdown event, adjoining schools will go into Lockout. Parents may be arriving at those schools as well.



REUNIFICATION SITE MOBILIZE REUNIFICATION TEAM

Contacting the Superintendent and determining the Reunification Site are among the first actions taken. If the site is another school, early release may be necessary.

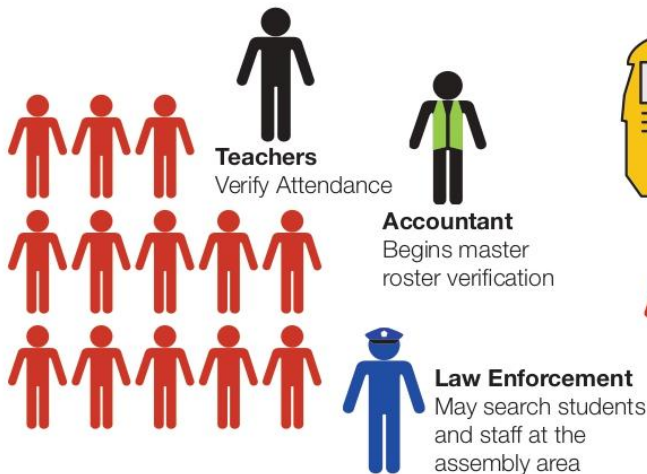


School for Transport

STEP 3

SECURE ASSEMBLY AREA

At the Secure Assembly Area it is preferable that teachers stay with their students. If some teachers are unable to be at the Secure Assembly Area, doubling up classes with "Partner" teachers is appropriate.



STEP 4

STUDENT AND STAFF TRANSPORT

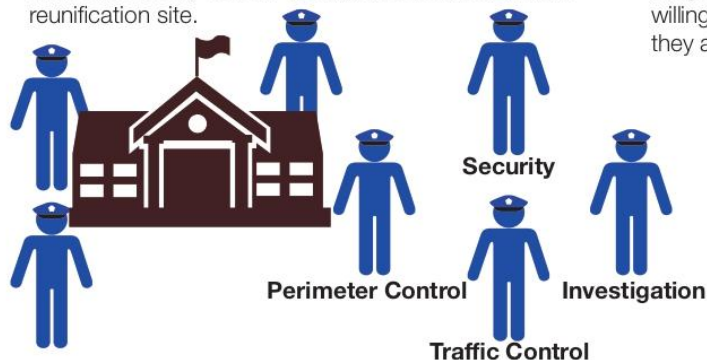
Students and staff board the bus and are transported to the Reunification Site. Buses having audio video systems can be utilized for further accountability by having students face the camera and state their name.



Considerations

LAW ENFORCEMENT SUPPORT AND INVESTIGATIONS

Regardless of criminal activity, law enforcement support will be necessary at both the impacted school and the reunification site.



FIRE AND EMS CASUALTY CARE

If necessary, Fire and EMS will establish Casualty Collection, Triage and Transport areas. Many fire departments are also willing to assist in the transport and reunification process, if they are not actively responding to crisis.



CONTINUITY OF OPERATIONS (COOP) PLAN: Functional System

I. PURPOSE

The purpose of these Continuity of Operations Plan (COOP) is to ensure that there are procedures in place to maintain or rapidly resume essential operations within the school after an incident that results in disruption of normal activities or services to the school. Failure to maintain these critical services would significantly affect the education and/or service mission of the school in an adverse way.

II. SCOPE

It is the responsibility of the Kearney Public School District officials to protect students, staff and visitors from incidents and restore critical operations as soon as it is safe to do so. This responsibility involves identifying hazards, threats, and incidents, and preparing for and responding to incidents while managing the recovery. These COOP procedures are written to address these responsibilities before, during, and after times of routine work schedules as they apply to the Kearney Public School District.

RESPONSIBILITIES

The COOP plan outlines actions needed to maintain and/or rapidly resume essential academic, business, and physical services after an incident. The District relies on strong internal and external communication systems and partnerships with contractors and organizations to quickly recover following an incident.

Essential Functions Performed by COOP Plan Personnel

Person Responsible	Actions
Superintendent	• Determine when to close schools and/or send students/staff to alternate locations. • Disseminate information internally to students and staff. • Communicate with parents, media, and the larger school community. • Identify a line of succession, including who is responsible for restoring which business functions for schools/districts. • Ensure systems are in place for rapid execution after an incident
Primary Person: Jason Mundorf Phone/Email: 698-8000	
Associate Superintendent and/or Directors	• Identify relocation areas for classrooms and administrative operations. • Create a system for registering students. (out of district or into alternative schools) • Brief and train staff regarding their additional responsibilities during a crisis. • Secure and provide needed personnel, equipment and supplies, facilities, resources, and services required for continued operations. • Re-evaluate the curriculum. • Identify strategies to continue teaching. (e.g., virtual instruction, providing tutors for homebound students, rearranging tests, etc.) • Ensure all students have electronic access and equipment.
Primary Person: Dr. Chris Loofe Phone/Email: 698-8000	
Custodians/ Maintenance Personnel	• Work with local government officials and Superintendent/Principal to determine when it is safe for students and staff to return to the school buildings and grounds. • Manage the restoration of school buildings and grounds. (e.g., debris removal, repairing, repainting, and/or re-landscaping, etc.)
Primary Person: Trent Bosard Phone/Email: 698-8255	
Information Technology	• Maintain inventory. • Maintain essential records (and copies of records) including the school's insurance policy. • Ensure redundancy of records is kept at a different physical location. • Secure classroom equipment, books, and materials in advance. • Restore administrative and recordkeeping functions such as payroll, accounting, and personnel records. • Retrieve, collect, and maintain personnel data. • Provide accounts payable and cash management services.
Primary Person: Troy DeHaven Phone/Email: 698-8014	

Counselors, Social Workers, School Psychologists	• Establish academic and support services for students and staff/faculty. • Implement additional response and recovery activities according to established protocols. • Maintain continual contact with families and students that need assessment.
Primary Person: Tanya Holouback	Phone/Email: 698-8074
School Nurses	• Assist families with medical questions and concerns. • Connect families/students with medical services. • Replenish first aid supplies and emergency medication as needed.
Primary Person: Shanna Gillming	Phone/Email: 698-8080
Food Service /Cafeteria Workers	• Determine how transportation and food services will resume. • Establish food security for any student.
Primary Person: Kate Murphy	Phone/Email: 698-8130
Teachers	• Develop Continuity of Learning Plan for students. • Virtual Education (web-based, electronic) • Provide educational feedback on completed student work. • Maintain continual contact with families and students. • Continue the learning environment as best possible. • Communicate with counselors any concerns on the well-being of students.
Primary Person Sara Paider/Clint Edwards :	Phone/Email: 698-8000
Transportation	• Assist in the distribution of food/lunches. • Assist in the distribution of educational equipment and supplies. • Assist in transportation of people as needed.
Primary Person: Dr. Jason Sutton	Phone/Email: 698-8260
Emergency Management	• Assist the school with any needs. (i.e., state or federal agencies) • Coordinate using NIMS and ICS. • Coordinate personnel to assist in setting up structure.
Primary Person: Darrin Lewis	Phone/Email: 308-233-3225

Law Enforcement	• Maintain the security of off site location. • Set up traffic flow at an off site location. • Provide traffic control at the off site location.
Primary Person: J.C. Small Phone/Email: 308-224-0432	
Parents	• Support the educational Continuity of Learning Plan provided by schools. • Provide an environment at home conducive to learning. • Provide support and encouragement to children for their continued learning. • Procure food security if needed.
Students	• Follow the educational Continuity of Learning Plan provided by the school. • Maintain communication with teacher(s).

District office staff and other select personnel will undergo periodic training on executing the COOP procedures. Training will be designed to inform each participant of his/her responsibilities during implementation of COOP procedures.

Order of Succession

Order of Succession within the Kearney Public School District will be determined by the Superintendent of the District or their designee. The Order of Succession of the Superintendent, during an emergency situation, will be assigned to the Associate Superintendent until the School Board of the District meets for official assignment of that duty.

Delegation of Authority

Delegation of Authority within the Kearney Public School District will be determined by the Superintendent or their designee. The Delegation of Authority of the Superintendent, during an emergency situation, will be assigned to the Associate Superintendent until the School Board of the District meets for official assignment of that duty.

A. Activation and Relocation

The superintendent or designee will determine when to activate and implement the COOP procedures and make the decision to relocate to the alternate site. Authority for activation may be delegated. The activation may occur with or without warning. The superintendent or designee will activate the COOP procedures whenever it is determined the school is not suitable for safe occupancy or functional operation. The principal will also notify the district office and provide contact information for the relocation.

B. Alert, Notification, and Implementation Process

Each Building will be notified of the activation of COOP procedures and be provided situation information, as available. Parents/guardians will be alerted and notified as important information becomes available in accordance with the EOP communications plan.

C. Relocation Sites

Due to the access of multiple buildings within the District, building relocations will generally occur at other district facilities. These sites will be determined by the Superintendent or designee.

D. Alternate Facilities and Strategy

For each alternate facility, the essential resources, equipment, and software that will be necessary for resumption of operations at the site will be identified and plans developed for securing those resources.

Interoperable Communications/Backup Sites

Parents/guardians, staff and students will be notified using one of the notification systems implemented by the Kearney Public School District. The type of communication system used will be determined by the Superintendent or designee and in accordance with the EOP communications plan.

Vital Records and Retention File

Information technology will maintain and continue vital records and retention through steps and guidance directed through the KPS Information Technology Disaster Recovery Plan.

Human Capital Management

Employees responsible for essential functions are cross-trained. Identified special needs employees are provided Americans with Disabilities Act (ADA) accommodation and guidance in their responsibilities as well as the assistance that may be provided by coworkers in event of an incident. A coworker may assist the individual, in the appropriate capacity, to an area of safety. All personnel are also encouraged to plan for their families' well-being before a disaster strikes.

During recovery from an emergency, Human Capital Management will convene at the district office and develop Human Capital Operations for continual operations.

RECOVERY: PSYCHOLOGICAL FIRST AID (PFA) AS ACCESSED THROUGH THE FOLLOWING PROGRAMS: YOUTH MENTAL HEALTH FIRST AID TRAINING (YMHFA), VERBAL INTERVENTION TRAINING (VI), VECTOR TRAINING AND CRISIS TEAM TRAINING

I. PURPOSE

These procedures have been developed to provide emotional support to students and staff impacted by trauma at school or in the community. The Kearney Public School District has established a Crisis Team to provide the support and guidance to students and staff impacted by trauma at school or in the community. [Appendix M: Crisis Team](#)

Following a traumatic event or incident, the following outcomes should be possible through the implementation of programs such as YMHFA, VI, Vector and the Crisis Team to assist students, staff, and their families in the healing process.

- To establish a positive connection with students and staff members in a non-intrusive, compassionate manners.
- To enhance immediate and ongoing safety and provide physical and emotional comfort.
- To calm and orient emotionally overwhelmed or distraught students and staff.
- To help students and staff members identify their immediate needs and concerns.
- To offer practical assistance and information to help students and staff members address their immediate needs and concerns.
- To connect students and staff members as soon as possible to social support networks, including family members, friends, coaches, and other school or community groups.
- To empower students, staff, and families to take an active role in their recovery, by acknowledging their coping efforts and strengths, and supporting adaptive coping.
- To make clear your availability and (when appropriate) link the student and staff to other relevant school or community resources such as school counseling services, peer support programs, after-school activities, tutoring, primary care physicians, local recovery systems, mental health services, employee assistance programs, public-sector services, and other relief organizations.

Schools will organize safety initiatives based on the four-part emergency management cycle. The four-part emergency management cycle includes:

A. Prevention phase

Schools assess and address building security, the safety and integrity of facilities, the culture and climate of schools, and the need for secondary prevention mental health programs.

B. Preparedness phase

Schools facilitate a rapid, coordinated, and effective response in the event of an actual emergency by taking the following steps:

- Refining emergency management plans and emergency procedures in collaboration with key members of the emergency response community (e.g., fire and police departments, disaster services, and public health).
- Periodically reviewing and reinforcing emergency plans and procedures with staff, students and parents.

- Defining building-level and district-level Incident Command System (ICS) structures.
- Implementing staff training on various topics, including parent-student reunification.
- Conducting emergency simulations in collaboration with outside agencies.
- Developing and regularly updating a list of providers

C. Response phase

Action is taken to effectively contain and resolve an emergency and to decrease the potential for such an emergency to escalate. During this phase, the school executes the emergency operations plan and emergency procedures and initiates preliminary activation of the Crisis Team. Although the response phase may have a clear ending point for emergency response agencies, the transition into the fourth phase, recovery, may be less distinct.

D. Recovery phase

Steps are taken to assist students, staff, and their families in the recovery process and to restore educational operations in schools. This phase involves conducting damage assessments and making repairs, implementing business continuity plans, and addressing grief and stress reactions. The very early stages of the recovery phase (hours or days after an emergency) are the most appropriate time to deliver Crisis response. Depending on the nature of the incident, recovery may be a long-term process.

II. Scope

Crisis counseling is most effective immediately following the incident (e.g., from one hour to a couple of weeks after an event). In some circumstances, assuming the safety of students and staff has been ensured, counseling can be initiated while an incident is still occurring, such as in shelter or lockdown situations.

PFA is intended for students, school personnel, and their families who have been exposed to a disaster or other emergencies. Whether an emergency occurs on school grounds or in the community at large, schools serve as a central location for professionals to assist children, families, school personnel, and school partners.

The following procedures outline steps to be taken by staff/students following a trauma, a serious injury or death, and/or a major incident impacting the community. Mental health professionals available in the school community should participate in the development, implementation, and evaluation of the School EOP as it relates to this system.

1. **Contact and Engagement:** To initiate contacts or to respond to contacts by students and staff in a non-intrusive, compassionate, and helpful manner.
2. **Safety and Comfort:** To enhance immediate and ongoing safety, and provide physical and emotional comfort.
3. **Stabilization:** To calm and orient emotionally overwhelmed or disoriented students and staff.
4. **Current Needs and Concerns:** To identify immediate needs and concerns, gather additional information and tailor it to schools' interventions to meet these needs.
5. **Practical Assistance:** To offer practical help to students and staff in addressing immediate needs and concerns.
6. **Connection with Social Supports:** To help establish brief or ongoing contacts with primary support persons or other sources of support, including family, friends, teachers, and other school and/or community resources.
7. **Information on Coping:** To provide information about stress reactions and coping to reduce distress and promote adaptive functioning.
8. **Linkage with Collaborative Services:** To link students and staff with available services needed at the time or in the future.

These core actions of Psychological First Aid through current KPS programs constitute the basic objectives of providing early assistance within hours, days, or weeks following an event.

III. RESPONSIBILITIES

To implement the recovery of psychological healing procedures:

- Staff will undergo training to learn how to recognize signs of trauma through the Vector Training.
- Members of the Psychological First Aid Team (PFA) / Crisis Response Team will undergo in-depth training to learn how to assist in managing trauma.
- Mental health experts may review and provide input into the plan.
- Parents and guardians will be offered tips on how to recognize signs of trauma.

IV. SPECIALIZED PROCEDURES

The following procedure may be implemented by staff and faculty when directed by the principal/director or when deemed appropriate by the situation.

Immediately Following a Serious Injury or Death and/or Major Incident:

- Convene a staff meeting to discuss how the situation is being handled and to discuss what resources are available to staff, students, and families. Other debriefing meetings may occur at later times as needed.
- Set up support rooms with Crisis/PFA team guidance.
- Encourage teachers to read the script about the incident and allow students to openly discuss feelings, fears, and concerns shortly after the incident. Avoid specific details of the incident, just basic facts. Any students who are excessively distraught should be referred to the Crisis/PFA Team.

Hospital/Funeral Arrangements:

- Provide staff with information regarding visitation and/or funeral arrangements (time, location, customs) when available.
- Support the staff and students that attend the funeral.
- Designate staff person(s) to visit the hospital and/or attend the funeral to represent the school.

Post-Incident Procedures:

- Allow for changes in normal routines or schedule to address injuries or death(s); however, recommend students and staff return to their normal routine as soon as possible after the funeral.
- Follow up with students and staff who receive counseling and refer them to outside mental health professionals as needed.

GLOSSARY OF TERMS

Command Staff: A group of incident personnel that the Incident Commander or Unified Command assigns to support the command function at an Incident Command Post. Command staff often include a Public Information Officer, a Safety Officer, and a Liaison Officer, who have assistants as necessary. Additional positions may be needed, depending on the incident.

COOP: The purpose of Continuity of Operations (COOP) procedures is to ensure that there are procedures in place to maintain or rapidly resume essential operations within the school after an incident that results in disruption of normal activities or services to the school. Essential functions include business services (payroll and purchasing), communication (internal and external), computer and systems support, facilities maintenance, safety and security, and continuity of teaching and learning.

Drill: A coordinated, supervised activity usually employed to validate a specific operation or function in a single agency or organization. Drills are commonly used to provide training on new equipment, develop or validate new policies or procedures, or practice and maintain current skills. During drills, school personnel and community partners (i.e., first responders, local emergency management staff) use the actual school grounds and buildings to practice responding to a scenario.

Emergency Operations Center (EOC): An EOC is a facility from which staff provide information management, resource allocation and tracking, and/or advanced planning support to personnel on scene or at other EOCs (e.g., a state center supporting a local center).

Emergency Operations Plan (EOP): (formerly called Safety Plan) An ongoing plan for responding to a wide variety of potential threats and hazards.

Exercise: An instrument to train for, assess, practice, and improve performance in prevention, protection, response, and recovery capabilities in a risk-free environment. Exercises can be used for testing and validating policies, plans, procedures, training, equipment, and interagency agreements; clarifying and training personnel in roles and responsibilities; improving interagency coordination and communications; improving individual performance; identifying gaps in resources; and identifying opportunities for improvement.

Evacuate: is always followed by a location, and is used to move students and staff from one location to a different location in or out of the building. (Threat is inside)

Hazards: Hazards include situations to harm students, personnel, and/or facilities. Hazards usually include those things that we cannot control, such as tornadoes, floods, and chemical spills. Hazards may require an interagency response involving law enforcement and/or emergency services depending on the size and scope of the incident.

Hold: means to hold in your classroom or area. Clear the halls. (No threat involved)

Incident: An incident is an occurrence that requires a response to protect life or property. An incident is something that we most likely cannot control, such as car accidents, pandemics, and illness. The superintendent/principal/building administrator shall have the authority to determine when an incident has occurred and to implement the procedures within this EOP.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities,

equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

Incident Management: The broad spectrum of activities and organizations providing effective and efficient operations, coordination, and support applied at all levels of government, utilizing both governmental and nongovernmental resources to plan for, respond to, and recover from an incident, regardless of cause, size, or complexity.

Local Emergency Operations Plan (LEOP): The School EOP has been developed to fit into the larger local county or local EOP in the case of a large-scale incident. Staff members that maintain and exercise the plan are in frequent contact with the County/City Emergency Manager and the County/City Emergency Management Department.

Lockdown: is followed by "Locks, Lights, Out of Sight" and is the protocol used to secure individual rooms and keep students quiet and in place. (Threat is close to or in the building)

Memorandum of Understanding (MOU) Agreement: A written or oral agreement between and among agencies/organizations and/or jurisdictions that provides a mechanism to quickly obtain assistance in the form of personnel, equipment, materials, and other associated services. The primary objective is to facilitate the rapid, short-term deployment of support prior to, during, and/or after an incident.

National Incident Management System: A set of principles that provides a systematic, proactive approach guiding government agencies at all levels, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life or property and harm to the environment.

Prevention: The capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism. For the purposes of the prevention framework called for in PPD-8, the term "prevention" refers to preventing imminent threats.

Psychological First Aid (PFA): Psychological First Aid for Schools (PFA) is an evidence-informed intervention model to assist students, families, school personnel, and school partners in the aftermath of an emergency. PFA is designed to reduce the initial distress caused by emergencies, and to foster short- and long-term adaptive functioning and coping.

Psychological First Aid/Crisis Team: The school team that assists in carrying out the PFA plan.

Public Information: Processes, procedures, and systems for communicating timely, accurate, and accessible information on an incident's cause, size, and current situation; resources committed; and other matters of general interest to the public, responders, and additional stakeholders (both directly affected and indirectly affected).

Recovery: The capabilities necessary to assist communities affected by an incident to recover effectively.

Response: The capabilities necessary to save lives, protect property and the environment, and meet basic human needs after an incident has occurred.

Risk: The potential for an unwanted outcome resulting from an incident, event, or occurrence, as determined by its likelihood and the associated consequences.

Section Chiefs: The General Staff consists of the Operations, Planning, Logistics, and Finance/Administration Section Chiefs. These individuals are responsible for the functional aspects of the incident command structure. The Incident Commander activates these section chiefs as needed. These functions default to the Incident Commander until a section chief is assigned. The section chiefs may have one or more deputies as necessary.

Secure: is followed by the Directive: "Get Inside. Lock Outside Doors" and is the protocol used to safeguard students and staff within the building. (Threat is outside)

Shelter: is always followed by a type and a method and is the protocol for group and self protection. (Threat is outside)

SRM: Standard Reunification Method: Circumstances may occur at the school that require parents to pick up their students in a formalized, controlled release. This process is called a reunification and may be necessary due to weather, a power outage, hazmat or if a crisis occurs at the school. The SRM is a protocol that makes this process more predictable and less chaotic for all involved.

SRP: Standard Response Protocol: The SRP is based on four actions, Lockout, Lockdown, Evacuate, and Shelter. In the event of an emergency, the action and appropriate direction will be called on the PA system. (new version not on website yet).

Tabletop Exercises: Tabletop exercises are small-group discussions that walk through a scenario and the courses of action a school will need to take before, during, and after an emergency to lessen the impact on the school community. This activity helps assess the plan and resources, and facilitates an understanding of emergency management and planning concepts.

Threat: Threats include situations to harm students, personnel, and/or facilities. Threats usually include those things that we can control, such as active killer, bullying, and suicide. Threats may require an interagency response involving law enforcement and/or emergency services depending on the size and scope of the incident.

Appendix A: School Population

Building Report 2023-2024															
7/10/2023 4:33:14 PM															
	Grade Level														
School	PK	KG	01	02	03	04	05	06	07	08	09	10	11	12	Total
Kearney Education Center	23														23
Bryant Elementary		41	35	48	39	36	31								230
Buffalo Hills Elementary		43	40	44	44	46	67								284
Central Elementary		38	40	50	37	39	42								246
Emerson Elementary		20	39	45	34	31	30								199
Glenwood Elementary		16	16	24	21	21	25								123
Kenwood Elementary		57	66	67	55	68	54								367
Meadowlark Elementary		59	70	62	72	67	55								385
Northeast Elementary		50	75	72	66	67	70								400
Park Elementary		36	43	48	39	50	48								264
Windy Hills Elementary		41	42	47	43	47	34								254
Horizon Middle School								222	207	204					633
Sunrise Middle School								179	187	193					559
Kearney High School											401	384	381	355	1,521
Hanny Arram Center for S									2	8	7	12	25	44	98
Total Count of Students	23	401	466	507	450	472	456	401	396	405	408	396	406	399	5,586

This report includes students that are active today, have a blank enrollment end date and their resident school is not NA1 or 17.

Appendix B:Phone Extension List

KPS Administrative offices- 310 West 24th street	698-8000	6600	Bryant Elementary- 1611 Avenue C		
Fax	698-8001	6601	Raelena Oblinger, Secretar	698-8190	5000
Marci Oschner, Secretary	698-8000	6600	Dustin Mitchell, Principal	698-8191	5001
			Fax	698-8192	5002
Superintendent-Jason Mundorf	698-8003	6603	Media Center, Gretchen Albers	698-8194	5004
Jeanne Lightle, Secretary	698-8002	6602	Counselor, Valerie Nigro	698-8193	
			Social Worker, Logann Collin	708-9624	
Associate Superintendent/Finance Director- Dr. Chris Loofe	698-8006	6606	Buffalo Hills Elementary- 6110 11th Ave		
JoAnne Sawyer, Classified Payroll	698-8008	6608	Anna Rich, Secretary	698-8290	5100
Jenae Dahlstedt, General Accounts Payable	698-8009	6609	Jen True, Principal	698-8291	5101
Michelle Bond, Certified Payroll and activity accounts	698-8007	6607	Fax	698-8292	5102
			Media Center, Gretchen Albers	698-8294	5104
PK-5 Education- Sara Paider	698-8021	6621	Counselor, Jennifer Riedel	698-8293	
Kirstin Kirkland, Secretary	698-8010	6610	Social Worker, Morgan Bird	293-5508	
			Central Elementary- 300 West 24th st.		
6-12 Education- Clint Edwards	698-8020	6620	Mikki Tye, Secretary	698-8040	5200
Kirstin Kirkland, Secretary	698-8010	6610	Teresa Schnoor, Principal	698-8041	5201
			Fax	698-8045	5205
Student Services, Safety & Security- Dr. Dan Endorf	698-8005	6605	Media Center, Gretchen Alber	698-8044	5204
Kirstin Kirkland, Secretary	698-8010	6610	Counselor, Teresa Corde	698-8043	
			Social Worker, Jessica Gras	627-6917	
CLASS Act, Pam Hill	698-8048	6641	Emerson Elementary- 2705 Avenue E		
			Carrie Findley, Secretary	698-8270	5300
Enrollment, Sarah Larsen	698-8029	6629	Meredith Johnson, Principal	698-8271	5301
			Fax	698-8273	5303
Foundation Director, Lisa Parish	698-8030	6630	Media center, Cassie Spivey	698-8272	5302
Chloe Dakan, Administrative Assistant	698-8008	6608	Counselor, Ginny Klingelhoef	698-8275	
			Social Worker, Lori McArthur	293-5507	
Communications Director- Tori Stofferson	698-8028	6628	Glenwood Elementary- 8105 9th Ave.		
			Angie Holmes, Secretary	698-8240	5400
Grant Writer, Mark Whitacre	698-8031	6631	Tracy Schall, Principal	698-8242	5402
			Fax	698-8244	5404
Human Resources-Melissa Herrmann, Director	698-8011	6611	Media Center, Tracy Schall	698-8241	5401
Dellene Bosard, Certified	698-8013	6613	Counselor, Jennifer Riede	698-8293	
Becky Noetzelman, Classified	698-8012	6612	Social Worker, Morgan Bird	293-5508	
KCLC- Michelle Arehart, Director		6644	Kenwood Elementary- 915 16th Ave.		
Allison Morris, Administrative Assistant	698-8053	6643	Saralyn Feddersen, Secretary	698-8200	5900
			Jill Clevenger, Principal	698-8201	5901
Merryman-Denise Christensen, Director	698-8052	5206	Fax	698-8202	5902
Conference room	698-8056	8297	Media center, Mary Roesler	698-8204	5904
			Counselor, Mary Fruhling	698-8205	
Nurses			Social Worker, Logann Collin	708-9624	
Shanna Gillming-KHS, Transition, Arram Center	440-1191		Meadowlark Elementary- 1010 East 53rd St.		
Sara Chapman-Gomez- HMS, FAC, PK, BH, WH	325-2574		Lisa Rademacher, Secretary	698-8210	6000
Kelli Urbanek- SMS, GW, ML, EM	327-6938		Mark Stute, Principal	698-8211	6001
Megan Braden- BR, CN, NE, KW, KEC	440-1012		Fax	698-8215	6005
			Media Center, Lynn Stewar	698-8212	6002
Social Workers			Counselor, Karmen Scharff-Sears	698-8213	
Logann Collin	402-726-1113		Social Worker, Lori McCollough	627-6783	
Annie Zulkoski		6311	Northeast Elementary- 910 East 34th St.		
Lori McArthur	698-8270		Amy Hewitt, Secretary	698-8230	6100
Niki Peterson		5894	Cathy Gundersen, Principal	698-8236	6106
Korena Nolan	698-8111		Fax	698-8235	6105
Jessica Gras	612-568-8452		Media Center, Kelly Melson	698-8232	6102
Morgan Bird	913-788-1137		Social Worker, Jessica Gras	627-6917	
Lori McCollough	402-765-8196		Park Elementary- 3000 7th Ave		
Special Education- Melisa Dobish, Director	698-8019	6619	Deb Stoker, Secretary	698-8280	6200
Kris Farias, secretary	698-8017	6617	Chance Waggoner, Principal	698-8281	6201
Stacey Gibreal, Secretary	698-8018	6618	Fax	698-8283	6203
Fax	698-8035	6635	Media center, Cassie Spivey	698-8284	6204
Program Coordinator, Melinda Reid	698-8024	6624	Counselor, Deb Merz & Julia Bott	698-8282	
Program Coordinator, Shawna Strong	698-8025	6625	Social Worker, Lori McCollough	627-6783	
Behavioral Interventionist, Morgan Walker	698-8023	6623	Windy Hills Elementary- 4211 20th Ave		
Psychologists	698-8049		Darcy Week, Secretary	698-8220	6500
			Jason Calahan, Principal	698-8221	6501
			Fax	698-8224	6504
			Media Center, Patricia Heins	698-8222	6502

Technology- Troy DeHaven, Director	698-8027	6627	Counselor, Julie Bott	698-8225	
Stefanie Nuhfer	698-8014	6614	Social Worker, Lori McCollough	627-6783	
Translator, Pauls Gaasch	698-8039	6639			
District Media Services- Tracy Schall, Director	698-8294	5104			
Horizon Middle School- 915 West 35th st.			KearneyHigh School- 2702 West 11th		
Mariah Dillon, Secretary	698-8120	5500	Lisa Cline, Secretary	698-8060	5700
Amber Lewis, Principal	698-8140	5520	Robbie Samuelson, Secretary		5763
Bill Schmidt, Assistant Principal	698-8141	5521	Fax	698-8061	5701
Attendance Office, Reesa Bebb	698-8142	5522	Jeff Ganz, Principal.	698-8062	5702
Fax	698-8143	5523	Jennifer Cady, Assistant Principal	698-8069	5709
Art- Yochum		5537	Ty Swarm, Assistant Principal	698-8068	5708
Cafeteria	698-8129	5509	Jason Boyd, Assistant Principal	698-8063	5703
Computer- Teahon	698-8123	5503	Activities Director, Ryan Hogue	698-8066	5761
Counselor's Office- Rothermich..	698-8124	5504	Activities Secretary, Sue Higgins	698-8066	5760
Counselor- Howard...	698-8126	5506	Activities Fax...	698-8118	5707
Counselor- Estes	698-8132	5512	Attendance Office	698-8065	5705
Custodian	698-8127	5507	Cafeteria	698-8086	5726
ELL- Tacha		5536	Career Center, Tenille Alison	698-8082	5772
FaCS- Josjor...		5544	Counseling Office (5769), (5770)	698-8073	
Interventionists- Kruger (5554), Morroe (5571)			Counselor, Holoubeck	398-8074	5714
Orchestra- Nebesniak (5589) Peterson (5590)	698-8139		Counselor, Boyd	698-8075	5715
Media Center- Eatherton	698-8130	5533	Counselor, Ferguson	698-8076	5716
Music-Bean (5595), Glandon (5596)	698-8138	5518	Counselor, Zimmerman...	698-8077	5717
Nurse-	698-8131	5511	Custodial Office	698-8085	5725
Resource- Jones (5525) , DeBord (5570), Piper (5572)			ELL, Childress...	698-8090	5730
Social Worker-	698-8133	5513	Health Room.	698-8080	5774
Special Ed- Lomax (5593), Peterson (5592)			Media Center, Stephanie Green	698-8083	5777
World Language- Schulte (5547), Prickett (5549)			MTSS Coordinator, Jesse Floranq	698-8064	5704
Sunrise Middle School- 4611 Ave N			Resource Office...	698-8070	5710
Secretary...	698-8150	6300	SPED.....	698-8060	
Mark Johnson, Principal...	698-8153	6303	Teammates...	698-8065	5764
Erin Jones, Assistant Principal	698-8154	6304	Social Worker, Peterson...	698-8060	5894
Attendance Office	698-8151	6301	Teen Net, Frost.....	698-8081	5721
Fax.....	698-8152	5302	Training Room...	698-8087	5727
-----			Translator, Ortiz.....	698-8089	5729
Activity Period Director, Whitefoot		6345	Bright Futures at KEC- 1511 5th Ave 698-8050		
Art	698-8164	6314	Julie Tye, Secretary.....	698-8046	5600
Cafeteria	698-8181	6331	Megan Schmidt, Principal....	698-5058	5606
Counselors office- Ostrander...	698-8155	6305	Fax	698-8054	
Counselor- Wolmeldorf...	698-8156	6306	Preschool Teacher, Amber Neben	Press 1, 4	
Counselor- Estes...		6348	Preschool Teacher, Brandi Dorsey	Press 1, 1	
Computer/Business- Kitzleman	698-8163	6313	Preschool Teacher, Janelle Kowalek	Press 1, 2	
Custodian- Vasquez	698-8180	6330	Preschool Teacher, Lindsie Thiems	Press 1, 3	
FaCS-Longmore	698-8164	6314	Preschool Teacher, Megan Chamberlin	Press 1, 7	
Industrial Technology-	698-8164	6314	Toddler Program, Krystal Reynolds.	Press 1, 6	
Media Center- Hagan	698-8166	6316	Toddler Program, Holli Ourada	698-8051	
Modern Language-	698-8176	6326	Social Worker, Morgan Bird..	293-6591	
Music-	698-8177	6327	Special Education Birth to age 5	698-8050	
Nurse-	698-8168	6318	Speech/Language Pathologist, Kathrin Sindt	Press 2, 1	5614
PE- Anderson, Hagan	698-8162	6346	Speech/Language Pathologist, Leisa McConnell	Press 2, 3	5616
Resource-	698-8179	6329	Speech/Language Pathologist, Sara Langan	Press 2, 4	5617
Special Ed- Kwiatkowski	698-8182	6332	Special Education Teacher, Amy Springer	Press 2, 2	5615
Special Ed- Daake, Hasebauer, Palu	698-8175	6325	Special Education Teacher, Amy Otto	Press 2, 5	5618
Special Ed-	698-8178	6328	Special Education Teacher, Carol Kenton.	Press 2, 6	5620
Team 6-3-	698-8169	6319	Transition- 1007 W 20th Street		
Team 6-4-	698-8170	6320	Londyn Ruppercht	913-956-9414	
Team 7-3- ..	698-8171	6321	Hanny Arram Center for Success- 3907 6th Ave		
Team 7-4-	698-8172	6322	Amy Phy, Secretary	698-8111	6900
Team 8-3- .	698-8173	6323	Jason Owens, Principal	698-8111	6901
Team 8-4-..	698-8174	6324	Project Search.	708-8046	
Transportation- 1011 West 20th St					
Dr. Jason Sutton, Director	698-8260	6410			
Dorene Sandstrom, Coordinator	698-8261	6411			
Fax	698-8263				
Facilities- 417 E 6th St.					
Denise Valentine, Secretary	698-8255	6405			

Trent Bosard, Director	698-8250	6400				
Carl Bredahl, Operations Manager	698-8254	6404				
Dan Wheeler, Facilities Manager	698-8252	6402				
Fax	698-8256					
Bearcat Diner, Kate Murphy, Director	698-8160	6310				
Zoey Barger, Administrative Assistant	698-8158	6308				
Tavis Riskowski, systems Analyst.	698-8159	6309				
Fax	698-8001					

Appendix C: Emergency Site Maps:

Emergency Site Maps will be inserted in the plan for each building that the EOP is in.

Appendix D: Utility Company Contacts

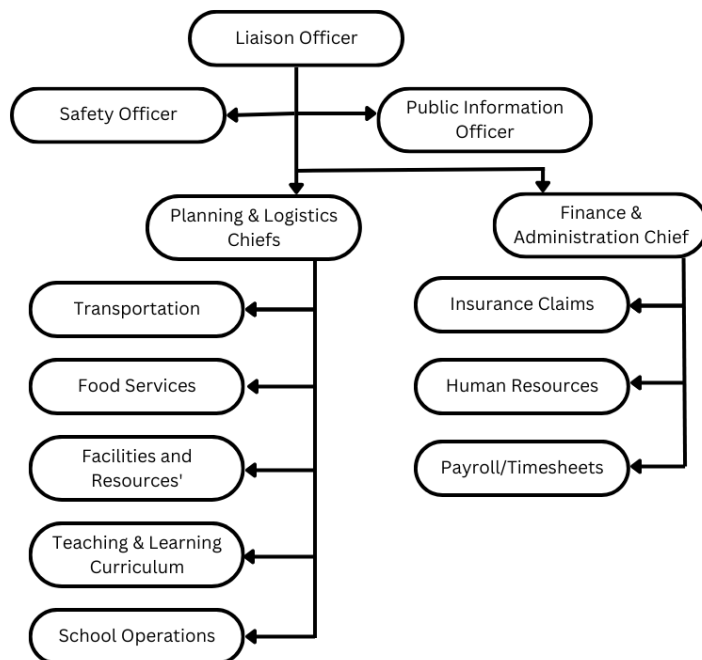
Utility Type	Company Name	Phone Number	Contact
Water/Sewer	City of Kearney	308-233-3242 After Hours: 308-237-2104	John Grimes, Water/Sewer Supervisor
Sanitation	City of Kearney	308-233-3206	Steve Hart, Sanitation Supervisor
Gas	NorthWestern Energy	800-245-6977	
Electric	Nebraska Public Power	877-275-6773	
Utilities	Administration and Service Repair	308-233-3268 After Hours: 308-237-2424	Tony Jelinek, Director of Utilities Sarah Sawin, Assistant Director of Utilities

Appendix E: Hazard Analysis Summary

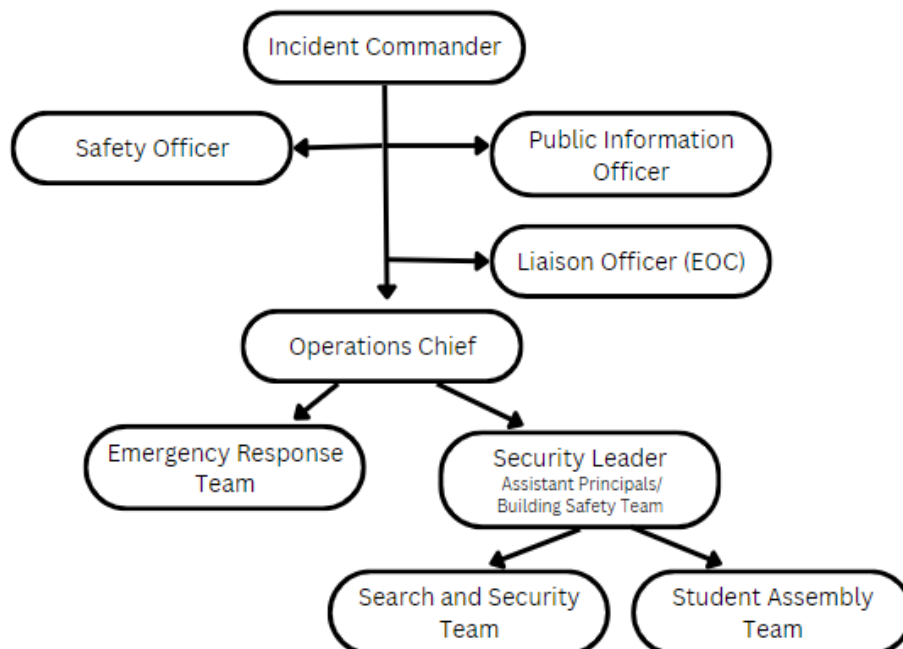
Hazard Analysis Summary will be inserted for each building that the EOP is in.

Appendix F: KPS ICS Building Organizational Charts : School Building will insert their ICS chart

KPS Emergency Operations Center



KPS Incident Management Team



Appendix G: Chronological Log of Activities

Written logs can be printed or copied from this page.

[illegible]

Appendix H: Master Injury Report

[illegible]

Appendix I: List of evacuation sites for each school building

Kearney High School

1. CCC
2. Berean Church

Hanny Arram Center for Success

1. YMCA
2. Baptist Church
3. E-Free Church

Horizon Middle School

1. First Baptist Church

Sunrise Middle School

1. Buffalo County Fairgrounds

Bright Futures Preschool

1. Mount Carmel Home

Bryant Elementary

1. Faith Methodist

Buffalo Hills Elementary

1. Heritage Bank

Central Elementary

1. Whittier
2. Public Library

Emerson Elementary

1. First Lutheran Church

Glenwood Elementary

1. Tyler and Keely Backemeyers Shed
2. Molly Palmer Garage

Kenwood Elementary

1. Peterson Senior Center

Meadowlark Elementary

1. Good Shepherd Ev.Lutheran Church

Northeast Elementary

1. Living Faith Fellowship Church

Park Elementary

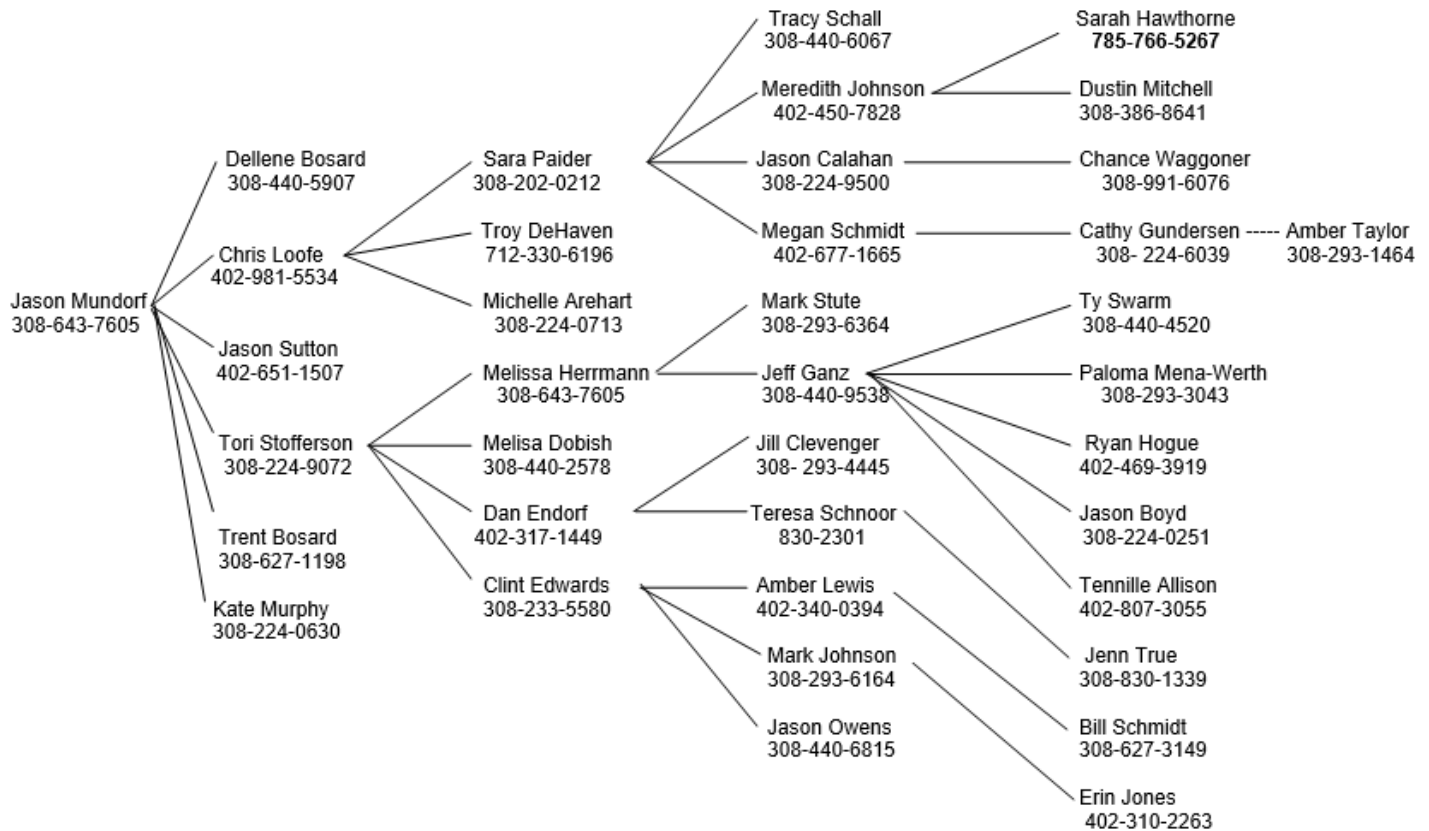
1. Harmon Park Rec/Community Center

Windy Hills Elementary

1. Lighthouse Daycare

Appendix J:

2023-2024 Kearney Public Schools Back-up Emergency Calling Chain



Listed above is the back-up communications system that will be used if schools will be closed or starting late because of weather conditions or any other type of emergency, in the event that the automated messaging system is not functioning. If you are unable to reach someone on your chain, please proceed to make the calls for that person.

The closing information will be provided to the following media:

KGFW
KRVN

KOLN-KGIN (10/11)
KSNB (4)

KHGI (NTV) 13
KKPR

Appendix K: Recording and Distributing the EOP

[illegible]

The Standard Reunification Method (SRM)

Circumstances may occur at the school that require parents to pick-up their students in a formalized, controlled manner. The process of controlled release is called reunification and may be necessary due to situations like a significant weather event or power outage or may be due to a major crisis in other situations. The Standard Reunification Method will be utilized to make this process more predictable and less chaotic for all involved. Because a controlled release is not a typical end-of-the-school-day event, a process is in place to manage the situation. The process will be modified due to the peculiarities of an event and may occur at the school site, the building's designated evacuation site, or a different location.

The Kearney Public School District will use the Standard Reunification Method for reunification needs. In some cases, team members will be located at the Reunification Site while at other times some team members may be needed at the site of the incident and others at the reunification site.

The SRM Process Overview

The steps for a comprehensive reunification are as follows:

- Establish a reunification site
- Deliver the students to the staging area beyond the field of vision from parents/guardians
- Once students are on site, notify parents and the community
- Greeters direct parents/guardians to the check-in location and help them understand the process
- Parents/guardians complete Reunification Cards
- The Check-in staff collect the cards and direct parents to the reunification area
- Runners bring the student from the staging area to the reunification area
- Medical needs, crisis counseling, and police investigative areas will be formed as needed due to the specific situation
- The reunification team will attempt to connect all students in the staging area with their parent/guardian at the reunification area and then escort the family out of the building.

DISTRICT OFFICE ASSIGNMENTS

TITLE	SUPERVISOR	STAFF	TASK
Incident Commander	Jason Mundorf	Dan Endorf	Call for reunification; set incident objectives; district spokesperson
Public Information Officer	Tori Stofferson		Coordinates with the Incident Commander and Operations Director regarding media and district communication
Operations Director	Dan Endorf		Oversee reunification process and communicate logistical needs with incident commander and reunification leaders
Logistics Manager	Trent Bosard	Building Custodian	Site Set-up/facility needs
Staging Area Manager	On-Site Assistant Principal	On-site staff as needed	Prepare for reunification team arrival; prepare for student/staff arrival and oversee staging area during reunification
Transportation Director	Jason Sutton	District bus drivers	Coordinates pick-up at incident site and drop-off at reunification site
Exterior Operations Director	Clint Edwards		Greet parents as they arrive. Work in conjunction with KPD to direct people to entrance and the check-in area
Parent Check-in Director	Melissa Herrmann	1st Floor Staff, Accountants, Building Secretaries	Organize staff to accept parents via grade level/alphabet; give top portion of card to Accountants, verify and direct to reunification area
Greeters	Melissa Herrmann	1st Floor Staff	Greet parents and distribute cards
Checkers	Melissa Herrmann	1st Floor Staff	Accept cards; check ID, check IC, share with accountant
Accountants	Sarah Larsen,		Confirm information and send

	Kirstin Kirkland		parent to reunification area
Reunion Area Director	Sara Paider	2nd Floor Staff	Oversee reunions of students with parents; confirm student wants to go with person; dismiss; categorize cards
Runners	Mark Whitacre	Incident school staff not supervising students	Coordinate process for students to reunite with parents; tell Counseling Director of missing students
Counseling Director	Missy Dobish	School Psychs	Coordinate quiet place for grief/conflict counseling
First Aid	RNs	Medical Response Teams	Area determined by Reunion Area Director. Await medical needs as brought to them by the Staging Area Manager or Reunion Area Director
Police	KPD		Area determined by Reunion Area Director, Operations Director and KPD. Interviews conducted in this area.
Reunification Teachers	Reunification Principal		Follow direction of Staging Manager; keep students together and roster in hand
Historian	Jenae Dahlstedt		Document event with pictures and accounts; assist General Administration Director
Interpreter	Paula Gaasch		Provide parents with language services at check-in
Call Center Director	Dianne Lamb	Marci Oschner	Get calls diverted to district office; take phone calls and partner with PIO on messaging
Food Service Director	Kate Murphy	Building cooks	Work with Operations Director to determine food and drink needs and distribution
SROs	JC Small		Positioned at strategic locations to support staff
General Administration Director	Chris Loofe		Document costs; manage conflict; work with Operations Director; fill-in as needed

REUNIFICATION ASSIGNMENT OF RESPONSIBILITIES

1.Incident Commander: The superintendent will call for reunification. The superintendent may serve as the incident commander or delegate that authority to a qualified individual. At all times, the superintendent retains overall responsibility for decision-making and the safety of all students and staff. However, delegating the authority to manage the incident allows the superintendent to focus on districtwide duties and interfacing with other agencies and community leaders.

2.Public Information Officer: Manages the dissemination of public information regarding reunification operations. Prepares communications with parents, staff, media and other district communication at the direction of the Incident Commander.

3.Operations Director: Communicates with the Incident Commander and oversees the reunification process. Will solve short-term and long-term problems as they develop. Distributes badges and assignments and ensures understanding of each leader's task. Delegates responsibilities to others due to absences or unfilled roles.

4.Logistics Manager: Prepares facility for reunification; site set-up and tear-down are your responsibilities. Work with the operations chief to meet the facility/supply needs associated with each area of the building and campus devoted to the reunification

5.Staging Area Manager: The on-site employee devoted to making sure the facility is as prepared as possible for the arrival of district reunification team members and then students and staff. This person prepares the staging area and coordinates the drop-off of students with the Transportation Director. The next focus is to keep order and organization in the staging area and to keep students with their assigned teacher until reunification occurs.

6.Transportation Director: Will receive a phone call from district office and then communicate with district bus drivers to mobilize and go to school of the incident. Will oversee travel to the reunification site and connect with the Staging Area Manager to coordinate drop-off. May need drivers to make multiple trips so coordination with Operations Director and Police is important.

7. Exterior Operations Director: Will facilitate all aspects of operations on the outside of the reunification site and direct parents to the appropriate area of the school; Will watch for people going directly to staging area entranceways or reunion area entranceways and communicate with SROs as needed. Will assist the Parent Check-In Director as feasible.

8.Parent Check-In Director: Will work with Operations Director and General Administration Director to oversee parent check-in. Will assign inside greeters to meet parents at the entranceway. Will assign checkers to collect cards and review them in IC. Will work with accountants to complete the process with 100% accuracy. Will direct parents to the reunion area. Will manage conflict with parents so that the checkers and accountants can keep the process moving.

9.Greeters: Will meet parents near the entranceway and distribute cards. Should have cards, pens and clipboards available. Will attempt to keep parents calm and patient during the check-in process

10.Checkers: Will sit in uniformed manner, by grade-level or alphabetically, in order to coordinate a smooth in-take of cards. Will call parents forward, check the card with IC data for accuracy, tear the card on the blue line, and give the large portion of the card to the accountants..

11.Accountants: Will verify the name and demographics and place the large portion of the card in the box. Will signal the parent to go to the reunion area.

12. Reunion Area Director: Will organize the area in coordination with the Operations Director and Staging Area Manager. Will coordinate with the Counseling Director, police department, and First Aid area for separate and organized areas. Will meet with the Runners to discuss the plan to reunite. Will handle conflicts in this area as they arise.

13.Runners: Will work with Reunion Area Director and Staging Area Manager to coordinate the connection of the student with the parent. Will take the smaller piece of the card from the parent and place in the box to meet 100% accuracy goal

14.Counseling Director: Will oversee the counseling of parents that do not have a student at the reunification site, were injured, missing, need police intervention, etc...School psychs will be positioned in specific areas to meet with these parents for consultation.

15.First Aid: Will be near the staging area and serve as an area for students needing medical attention and overseen by a district nurse.

16.Police: Will have an area near the staging area to meet with students and/or parents regarding the incident.

17.Reunification Teachers: Classroom teachers from the incident building will ride the bus to the reunification site and then sit with their assigned students in the staging area. They will have their student roster and be prepared to state who is absent for the day, reunited, missing, etc...

18.Historian: Takes pictures and notes of the reunification area and process for the purpose of collecting evidence and documenting the details of the event.

19.**Interpreter:** Is available for language needs with a focus on the check-in area. The interpreter should report to the Parent Check-in Director.

20.**Call Center Director:** Will make sure calls are routed to the district office. Will remain at district office and accept calls as they arrive, working in conjunction with the PIO to share pertinent information at that moment in time.

21.**Food Service Director:** Will report to the Operations Director regarding food needs and availability. Will use the reunification site kitchen and lunchroom or other areas to coordinate food for students and staff at the reunification site. Will log food used and organize receipts for purchases made during the reunification process and communicate with the General Administration Director as needed.

22.**School Resource Officers:** Will coordinate with the Operations Director to position SROs throughout the reunification area, especially in the parent check-in area. Will respond to conflict and other problems as needed.

23.**General Administration Director:** Will document costs associated with the event. Will manage major conflicts as requested by the Operations Director. Will serve to fill critical roles due to a staff absence..

Kearney Public Schools Crisis Response Team Members 2023-24

(Updated 7/5/2023)

Jen Palser	308-440-4261 (cell)	698-8134 (HMS) <i>Leader</i>
Rylan Cheney	404-322-3135 (cell)	698-8150 (SMS)
Jesse Florang	308-440-3778 (cell)	698-8023 (Admin)
Shantel Eatherton	308-627-5699 (cell)	698-8134 (HMS)
Steph Maaske	308-440-5311 (cell)	698-8060 (KHS)
Jackie Arens	308-386-8084 (cell)	698-8060 (KHS)
Erin Willrich	402-680-6319 (cell)	698-8240 (ML)
Kyle Heilbrun	308-641-8725 (cell)	698-8111 (Arram)
Tori Stofferson	308-224-9072 (cell)	698-8028 (Admin)
Alyssa Prososki	402-469-0689 (cell)	698-8060 (KHS)
Scott Nannen	402-366-7060 (cell)	698-8290 (BH)
Michael Livingston	308-627-2184 (cell)	698-8060 (KHS)
Megan Buerer	308-293-2928 (cell)	698-8299 (Kenwood)
Paloma Mena-Werth	308-293-3043 (cell)	698-8060 (KHS)

Dan Endorf	(402) 317-1449	698-8005 (Admin)

Admin Liaison

Melisa Dobish	308-440-2578 (cell)	698-8019 (Admin)

<i>Admin Liaison</i>	308-236-2063 (home)

*** (The Incident Log Record Book should be kept by the leader and updated by the team after each incident.)