

Board of Education Regular Meeting
Monday, July 19, 2021 7:00 PM
Northwest Public Schools District Office
2710 N. North Road
Grand Island, NE 68803



1. Welcome and Recognize Open Meetings Act
2. Notice of Meeting
3. Board Meeting Minutes
4. Treasurer's Reports
5. Board Claims
6. Audience with individuals or committees wishing to make requests or reports
7. Report of Committees
8. Discussion Items
 1. Building Projects Update
 2. ESSER III Discussion
 3. Middle School Activities
9. Action Items
 1. Discuss, consider, and take the necessary action to approve the Real Estate Transfer of Construction House lots on Anne Marie Street and authorize Superintendent Jeffrey Edwards to sign the necessary paperwork.
 2. Approve payment from Grand Island Public Schools for recently annexed property
 3. Discuss, consider, and take necessary action for revision of board policies 1200, 4003 and attachments, 5002, 5401, and 6600.
 4. Discuss, consider, and take necessary action on new board policy 3132 - Internal Controls.

10. Superintendent's Report
 1. Board & Administrator
 2. Health Standards Discussion
 3. Option/Transfer Enrollment Summary
 4. Thank You Notes
11. Adjourn
12. Mission Statement

A Culture of Excellence, An Exceptional community of learners committed to continuous growth.

The agenda contains a list of subjects known at the time of its distribution five days prior to the meeting. A copy of the agenda will be available for public inspection during normal business hours in the office of the Superintendent located at Northwest High School, 2710 N. North Road, Grand Island, NE. Except for items of an emergency nature, the agenda will not be enlarged less than 24 hours before the scheduled commencement of the meeting.

**NORTHWEST PUBLIC SCHOOLS
Board of Education Regular Meeting
Monday, June 14, 2021 7:00 PM
Northwest High School Board Room**

Attendance was taken at 7:00 p.m.

Present: Aaron Buhrman, Daniel Leiser, Zach Mader, Paul Mader, Artie Moeller, Becky Rosenlund – Advisory Member, Robin Schutt

Approve the consent agenda passed with a motion by Robin Schutt and seconded by Artie Moeller.

Report of Committees: Leiser reported on his committee's discussions on potential structure of the District. Buhrman reported that his committee was happy with where they currently are. There may need to be more space available at Saint Libory with the influx of students that came over from Chapman. Geography is always a challenge and therefore was discussion on consolidating Saint Libory and One-R. Another item discussed was building a new building North of town when feeder schools are too old to repair.

Leiser reported that last November the Foundation announced they wanted to be a part of a Capital Campaign. They recruited the help of booster clubs and board members. The campaign should benefit as many students as possible. Since November, they have identified that a turf football field, new lights, and field house, restrooms, and concrete are all items that would benefit our students. After discussing costs of these items, it was determined to cost about 7.5 million total. The project could be split in two parts and they will start with the outdoor items first. The board gave their blessing to proceed.

Dr. Edwards reported on summer construction projects. Both the roof at the HS and Saint Libory are in progress. The science rooms are underway in the HS. He has been in contact with Innovative Labs and the ease of working with them. The HS big gym bleachers are out, the floor is sanded and will be painted next. After those items are completed, walls will be painted, rafters dusted, and new bleachers will come in. Ceiling repairs outside the auditorium will start later this month. Auditorium demolition will be done by the NWHS football team. Saint Libory's carpet and concrete are complete. The HS will be next for concrete. Cedar Hollow will get their air conditioning unit within the month.

Next month's board meeting will be moved to July 19th.

Dr. Edwards reported on ESSER III. The allotment will be \$980,000. 20% of these funds must be used for "loss of learning" due to COVID. We will have to get stakeholder input and have a return to school plan. We cannot use these funds for any new construction. We will have 90 days after tomorrow to have our plan. He will update the board at the July meeting. We will have until September 2024 to spend these funds.

Accept bid from Eakes for the 5-year copier lease agreement. Two companies bid the copiers. Dr. Edwards reported the options. Passed with a motion, made by Artie Moeller and seconded by Robin Schutt.

Approve account authorization for Natalie Nielsen to sign for accounts at First National Bank and removal of Sharon Placke. Passed with a motion made by Paul Mader and seconded by Aaron Buhrman.

Renew resolution to coop boys and girls soccer with GICC and Wood River. Approval to continue the cooperative agreement with GICC and Wood River for boys and girls soccer passed with a motion made by Aaron Buhrman and seconded by Robin Schutt. All members voted yes with the exception of Paul Mader.

The following items were discussed during the Superintendent's Report:

- Legislative Update.
- Option/Transfer Enrollment Summary
- Thank You Notes

Leiser adjourned at 8:33 p.m.

**NORTHWEST PUBLIC SCHOOLS
GENERAL FUND
BUDGET SUMMARY
FOR MONTH ENDING 6/30/2021**

	<u>BUDGET</u>	<u>MONTHLY EXPENDITURES</u>	<u>TOTAL EXPENDITURES TO DATE</u>	<u>% OF BUDGET SPENT</u>
INSTRUCTION	8,949,950.00	806,945.21	7,657,097.65	85.55
LEP	44,300.00	3,665.53	36,473.83	82.33
POVERTY	335,100.00	32,091.04	257,139.72	76.74
EARLY CHILDHOOD	126,100.00	4,683.47	94,193.49	74.70
SPECIAL EDUCATION PROGRAMS K-12	1,370,800.00	105,199.32	1,112,912.10	81.19
SUMMER SCHOOL	0.00	3,408.29	3,408.29	0.00
ATTENDANCE AND SOCIAL WORK	17,300.00	750.00	10,038.64	58.03
GUIDANCE SERVICES	438,100.00	34,463.22	355,726.04	81.20
HEALTH SERVICES	154,800.00	11,675.52	123,744.18	79.94
PSYCH SERVICES SPED SCHOOL AGE	167,700.00	13,915.98	139,165.27	82.98
PSYCH SERVICES SPED 3-5	11,200.00	914.05	9,140.79	81.61
SPEECH PATH K-12	169,700.00	12,450.95	126,013.47	74.26
SPEECH PATH/AUDIO SPED 3-5	14,500.00	1,032.24	11,466.81	79.08
SPEECH PATH/AUDIO SPED 0-2	0.00	46.99	749.07	0.00
OCCUP THERAPY K-12	34,400.00	4,296.73	39,679.18	115.35
OCCUPATIONAL THERAPY SPED 3-5	0.00	1,020.45	5,250.20	0.00
OCCUPATIONAL THERAPY SPED 0-2	0.00	0.00	1,267.50	0.00
PHYSICAL THERAPY K-12	11,600.00	1,458.75	13,163.80	113.48
PHYSICAL THERAPY - SPED 3-5	0.00	0.00	130.00	0.00
PHYSICAL THERAPY - SPED 0-2	1,000.00	0.00	438.90	43.89
VISUAL IMP SERV - K-12	12,000.00	85.64	1,536.25	12.80
SCHOOL IMPROVEMENT	37,100.00	2,691.52	28,496.91	76.81
INSTRUCT / CURRICULUM DEV	61,660.00	4,475.67	37,935.77	61.52
INSTRUCTIONAL STAFF TRAINING	4,500.00	0.00	0.00	0.00
IMPLEMENTATION OF STANDARDS	31,400.00	2,551.85	26,200.31	83.44
LIBRARY / MEDIA SERVICES	249,360.00	20,647.55	203,428.83	81.58
TECHNOLOGY - INSTRUCTION RELATED	160,100.00	32,032.32	170,264.74	106.35
BOARD OF EDUCATION	20,000.00	0.00	9,507.27	47.54
EXECUTIVE ADMINISTRATION	474,400.00	34,351.47	378,919.36	79.87
DISTRICT LEGAL SERVICES	15,000.00	150.00	6,951.00	46.34
OFFICE OF THE PRINCIPAL	1,084,400.00	91,239.08	879,678.32	81.12
SCHOOL ADMINISTRATION - OTHER	188,000.00	15,965.11	192,187.34	102.23
FISCAL SERVICES	129,300.00	8,825.61	100,429.20	77.67
PERSONNEL SERVICES	75,000.00	8,874.61	57,371.93	76.50
TECHNOLOGY - ADMINISTRATIVE	429,600.00	30,195.42	264,620.55	61.60
CENTRAL SERVICES - OTHER	116,400.00	30,635.96	86,802.83	74.57
OPERATION OF BUILDINGS	1,124,200.00	97,499.10	906,226.42	80.61
MAINTENANCE OF BUILDINGS	500,500.00	4,863.00	218,183.23	43.59
UPKEEP OF GROUNDS	54,800.00	2,382.34	71,995.77	131.38
VEHICLE OPER/MAINT - NON STUDENT	4,000.00	0.00	1,139.56	28.49
SAFETY	5,830.00	69.92	699.17	11.99
VEHICLE OPERATION - REG EDUCATION	27,800.00	1,153.17	46,351.74	166.73
VEHICLE OPERATION - SPED	0.00	0.00	220.55	0.00
VEHICLE MAINT - REG ED	8,000.00	0.00	3,922.79	49.03
STUDENT TRANSPORTATION - OTHER	400,000.00	34,025.50	454,360.11	113.59

**NORTHWEST PUBLIC SCHOOLS
GENERAL FUND
BUDGET SUMMARY
FOR MONTH ENDING 6/30/2021**

	<u>BUDGET</u>	<u>MONTHLY EXPENDITURES</u>	<u>TOTAL EXPENDITURES TO DATE</u>	<u>% OF BUDGET SPENT</u>
CATERGORIAL GRANTS	15,000.00	0.00	9,538.41	63.59
HIGH ABILITY LEARNERS	12,000.00	1,901.60	4,992.91	41.61
STATE EARLY CHILDHOOD GRANT	28,600.00	7,057.67	28,555.00	99.84
TITLE I PART A	147,700.00	11,865.36	120,318.49	81.46
TITLE II PART A	21,500.00	18,461.33	18,541.33	86.24
IDEA PART B (611) BASE & ENROLL POV	288,300.00	22,980.43	240,940.42	83.57
IDEA SPECIAL PROJECTS	9,000.00	0.00	6,935.15	77.06
CARL PERKINS	3,000.00	6,239.00	11,920.28	397.34
TRANSFERS	125,000.00	0.00	75,000.00	60.00
TOTAL	<u>17,710,000.00</u>	<u>1,529,237.97</u>	<u>14,661,370.87</u>	<u>82.79</u>

**NORTHWEST PUBLIC SCHOOLS
ACTIVITY FUND
MONTH ENDING JUNE 30, 2021**

	Balance 5/31/21	Expenses	Revenues	Balance 6/30/21
ATHLETIC HALL OF FAME	2,155.00	0.00	0.00	2,155.00
BAND	(659.17)	474.00	6,750.00	5,616.83
CLASS OF 2022	179.84	507.60	522.60	194.84
CLASS OF 2021	4,274.99	1,103.73	0.00	3,171.26
CLASS OF 2023	15.00	0.00	15.00	30.00
CONCESSIONS	28,267.64	27,000.00	0.00	1,267.64
MEDIA	759.33	0.00	0.00	759.33
DRAMA	4,021.91	92.00	0.00	3,929.91
FBLA	7,799.85	0.00	0.00	7,799.85
FCA	704.66	0.00	0.00	704.66
FFA	26,311.18	2,443.00	0.00	23,868.18
FCCLA	752.24	0.00	0.00	752.24
MARKETING CLASS	791.93	36.28	0.00	755.65
NAT HONOR SOCIETY	(518.33)	0.00	0.00	(518.33)
YEARBOOK	23,218.85	0.00	330.00	23,548.85
SAGA	874.02	50.00	400.00	1,224.02
STUDENT COUNCIL	1,408.69	0.00	0.00	1,408.69
CHEERLEADERS	2,843.15	9,209.00	12,508.02	6,142.17
DANCE TEAM	2,907.75	3,456.00	6,350.00	5,801.75
SPED BUSINESS	430.53	0.00	0.00	430.53
VOCAL MUSIC	4,963.45	0.00	6,750.00	11,713.45
CONSTRUCTION HOUSE	96,917.91	4,657.11	0.00	92,260.80
SHOW CHOIR	56,805.14	448.87	520.20	56,876.47
DONATION	247,439.46	51,358.00	0.00	196,081.46
TECHNOLOGY	101,890.90	13,871.45	125.00	88,144.45
GENERAL ACTIVITIES	18,352.51	11,415.56	595.57	7,532.52
MEMORIALS / GIFTS	18,111.91	0.00	0.00	18,111.91
COMMUNITY/PROMOTION	(407.93)	55.00	0.00	(462.93)
CCC TUITION	95,117.00	0.00	7,308.00	102,425.00
SCHOOL STORE	18,164.00	49.00	0.00	18,115.00
VIDEO DISPLAY SIGN	15,162.00	16,438.00	0.00	(1,276.00)
IND ARTS ST PROJECTS	5,446.78	0.00	0.00	5,446.78
GREENHOUSE	5,577.16	0.00	0.00	5,577.16
RESTITUTION	25,500.00	0.00	0.00	25,500.00
SILLS USA	162.73	0.00	0.00	162.73
SPEECH	1,880.87	41.25	0.00	1,839.62
TRAP TEAM	0.00	0.00	250.00	250.00
BOWLING	(915.59)	0.00	0.00	(915.59)
MUSICAL	29,593.02	847.31	0.00	28,745.71
WELLNESS PROGRAM	7,190.76	688.95	165.66	6,667.47
ATHLETIC TRAINERS	(104.69)	0.00	0.00	(104.69)
COMPUTER LEASE PROGRAM	757.65	3,749.00	2,996.95	5.60
ROBOTIKS	291.90	0.00	0.00	291.90
ESPORTS	3,536.69	614.29	0.00	2,922.40
CEDAR HOLLOW STUDENT COUNCIL	1,494.06	0.00	0.00	1,494.06
CEDAR HOLLOW ACTIVITIES	2,856.41	406.70	78.70	2,528.41
CEDAR HOLLOW ATHLETICS	0.00	0.00	0.00	0.00
1R ACTIVITIES	3,482.87	1,837.33	0.00	1,645.54
ST LIBORY ACTIVITIES	2,463.81	0.00	888.00	3,351.81

VIKING CARE FUND	1,576.34	0.00	0.00	1,576.34
WEIGHT ROOM	83,802.41	160.00	305.00	83,947.41
LOCKWOOD	659.77	229.40	11.65	442.02
FOOTBALL	(1,956.93)	15.00	0.00	(1,971.93)
FB FUNDRAISING	11,359.78	27,095.09	33,280.00	17,544.69
FB FUNDRAISING PARENTS	0.00	0.00	5,400.00	5,400.00
SOFTBALL	(185.24)	0.00	0.00	(185.24)
SB FUNDRAISING	13,663.47	0.00	875.00	14,538.47
VOLLEYBALL	3,753.14	0.00	0.00	3,753.14
VB FUNDRAISING	11,175.48	2,587.50	6,486.01	15,073.99
GOLF	(3,557.37)	125.00	0.00	(3,682.37)
GOLF - FUNDRAISING	8,787.56	6,087.44	6,015.00	8,715.12
WRESTLING	(1,671.38)	94.98	0.00	(1,766.36)
WR - FUNDRAISING	2,381.22	131.15	1,550.00	3,800.07
BOYS BASKETBALL	2,359.58	0.00	0.00	2,359.58
BBB - FUNDRAISING	(5.38)	788.80	3,425.00	2,630.82
NUGGETS	972.88	0.00	0.00	972.88
GIRLS BASKETBALL	2,098.86	23.48	0.00	2,075.38
GBB - FUNDRAISING	8,668.88	1,015.94	3,525.00	11,177.94
GBB - VALOR	3,227.92	0.00	0.00	3,227.92
SOCCER	1,140.00	971.00	0.00	169.00
B SOCCER - FUNDRAISING	1,413.61	760.46	2,986.46	3,639.61
G SOCCER - FUNDRAISING	2,500.74	584.19	3,769.00	5,685.55
TRACK	5,644.61	2,471.00	0.00	3,173.61
TRACK - FUNDRAISING	3,113.16	384.99	3,507.50	6,235.67
CROSS COUNTRY	(1,050.02)	0.00	0.00	(1,050.02)
CC - FUNDRAISING	3,738.65	837.19	0.00	2,901.46
MIDDLE SCHOOL ATHLETICS	384.90	360.00	0.00	24.90
ATHLETICS	3,902.08	495.00	0.00	3,407.08
SUMMER CAMPS	21,931.00	390.00	(21,150.10)	390.90
	<u>1,058,099.56</u>	<u>196,457.04</u>	<u>96,539.22</u>	<u>958,181.74</u>

**NORTHWEST PUBLIC SCHOOLS
LUNCH FUND
MONTH ENDING JUNE 2021**

	<u>Monthly Activity</u>	<u>Year to Date Activity</u>	<u>Budget</u>
<u>REVENUE</u>			
SALES - STUDENT LUNCHES	0.00	0.00	357,000.00
NON REIMB MEALS / ALA CARTE	217.80	77,431.20	0.00
MISC LOCAL RECEIPTS	0.00	135.53	0.00
STATE REIMBURSEMENT	0.00	2,463.27	2,000.00
FEDERAL REIMBURSEMENT	0.00	437,746.44	260,000.00
CARES	0.00	55,329.58	0.00
TRANSFERS FROM GENERAL FUND	0.00	50,000.00	100,000.00
TOTAL REVENUE	\$217.80	\$623,106.02	\$719,000.00
<u>EXPENDITURE</u>			
SALARY- FOOD SERVICE	3,903.42	39,127.95	47,000.00
FOOD SERVICE SALARY CH	2,226.30	30,151.44	39,000.00
FOOD SERVICE SALARY - 1R	921.14	13,675.19	20,000.00
FOOD SERVICE SALARY - SL	1,848.53	22,264.02	24,000.00
FOOD SERVICES SALARY - NW	6,120.46	96,270.17	105,000.00
FOOD SERVICE INS	717.62	7,454.36	8,800.00
INS - CED HOLLOW	2,220.17	22,431.88	24,000.00
INS - 1R	717.59	7,260.71	8,800.00
INS - ST LIBORY	1,502.58	15,170.19	16,000.00
INS - NWHS	5,159.95	53,563.47	64,200.00
FOOD SERVICE FICA - NON INSTRUCT STAFF	291.75	2,940.78	3,000.00
FICA - CED HOLLOW	170.31	2,208.90	2,500.00
FICA - 1R	70.47	1,044.64	1,300.00
SOC SEC - ST LIBORY	141.41	1,453.83	1,600.00
FICA - NWHS	468.65	7,232.20	10,600.00
FOOD SERVICE RET - NON INSTR STAFF	286.90	2,875.89	3,000.00
RET - CED HOLLOW	154.44	2,206.94	2,500.00
RET - 1R	67.70	1,005.13	1,200.00
RET - ST LIBORY	99.58	1,464.67	1,700.00
RET - NWHS	381.66	6,679.12	9,500.00
FOOD SERV RET - INCR CONTR	98.67	989.07	1,000.00
RET - ADDL	53.11	759.00	900.00
RET - ADDL	23.28	345.67	400.00
RET - ADDL	34.25	503.72	600.00
RET - ADDL	131.27	2,297.03	3,400.00
INSERVICE LUNCH STAFF	0.00	55.00	0.00

**NORTHWEST PUBLIC SCHOOLS
LUNCH FUND
MONTH ENDING JUNE 2021**

	<u>Monthly Activity</u>	<u>Year to Date Activity</u>	<u>Budget</u>
MILEAGE LUNCH PROGRAM	0.00	23.66	0.00
REPAIRS / MAINT SERVICES	50.00	464.52	3,000.00
SUPPLIES - NWHS	164.20	50,449.31	65,000.00
FOOD - PROGRAM - CH	1,166.99	41,774.56	70,000.00
FOOD - PROGRAM - 1R	583.50	21,666.75	40,000.00
FOOD - PROGRAM - SL	583.50	20,541.74	40,000.00
FOOD - PROGRAM - NWHS	2,333.97	54,947.15	100,000.00
PURCH SERV - REP/MAINT - NWHS	0.00	447.00	1,000.00
SOFTWARE - WEB - NWHS	0.00	3,920.60	0.00
LUNCH PROGRAM - FURN / EQUIP	0.00	1,973.74	0.00
MISCELLANEOUS - NWHS	0.00	5.00	0.00
TOTAL EXPENDITURE	\$32,693.37	\$537,645.00	\$719,000.00

**TREASURER'S REPORT
FOR THE MONTH OF JUNE 2021
JULY 19, 2021**

GENERAL FUND

Balance, Beginning of the Month	\$ 6,001,944.30
Receipts	1,731,038.52
Expenditures	1,803,814.14
Balance, End of the Month	\$ 5,929,168.68

BUILDING FUND

Balance, Beginning of the Month	\$ 1,044,184.59
Receipts	124,303.61
Expenditures	1,405.11
Balance, End of the Month	\$ 1,167,083.09

BOND FUND

Balance, Beginning of the Month	\$ 128,059.79
Receipts	13.96
Expenditures	-
Balance, End of the Month	\$ 128,073.75

**TREASURER'S REPORT
FOR THE MONTH OF JUNE 2021
JULY 19, 2021**

DEPRECIATION FUND

Balance, Beginning of the Month	\$	893,724.21
Receipts		8.04
Expenditures		-
Balance, End of the Month	\$	893,732.25

EMPLOYEE BENEFIT FUND

Balance, Beginning of the Month	\$	38,383.13
Receipts		0.29
Expenditures		11,534.48
Balance, End of the Month	\$	26,848.94

QUALIFIED CAPITAL PURPOSE FUND

Balance, Beginning of the Month	\$	32,278.31
Receipts		0.29
Expenditures		-
Balance, End of the Month	\$	32,278.60

INVOICES SUBMITTED FOR PAYMENT

BOARD CLAIMS JULY 2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Check Total</u>
Checking	1	Fund: 01	GENERAL FUND
136086	ACCO BRANDS USA LLC	SUPPLIES	2,327.51
136087	ACE HARDWARE	SUPPLIES	118.91
70486	ADVANCE AUTO PARTS	SUPPLIES	36.99
136082	ALMQUIST, MALTZAHN, GALLOWAY & LUTH	ACCOUNTING SERVICES	429.00
70489	AMAZON	SUPPLIES	2,765.89
70490	AMERICAN FENCE	MAINTENANCE	877.69
70491	AMPLIFY EDUCATION	SUPPLIES	11,550.00
70492	APPLE INC.	EQUIPMENT	27,116.00
70493	ASCD	MEMBERSHIPS	89.00
136088	AURORA CO-OP	GASOLINE/PROPANE	2,118.30
70494	AWARDS PLUS	SUPPLIES/ENGRAVING	528.56
70495	BISHOP BUSINESS	SCANNING	6,000.00
136089	CAPITAL BUSINESS SYSTEMS, INC	SUPPLIES	4,552.58
70496	CASCADE SCHOOL SUPPLIES	SUPPLIES	16.32
136083	CC SPRESENTATIONS	EQUIPMENT	1,332.00
70497	CENTRA CHEMICAL SERVICES INC	CHEMICALS	462.00
70498	CENTRAL MINNESOTA ED RESEARCH & DEVELOPMENT COUNCIL	SOFTWARE	5,433.75
136090	CENTRAL NEBRASKA REHABILITATION SERVICES	CONTRACTED SERVICES	6,810.35
70499	CENTURYLINK	PHONE	504.87
70500	CHARTER COMMUNICATIONS	INTERNET	3,168.84
70501	CITY OF GRAND ISLAND	ELECT/WATER/SEWER	11,858.63
136091	COMPUTER CONCEPTS	SUPPLIES/EQUIPMENT	168.00
136092	COMPUTER HARDWARE, INC	SUPPLIES/REPAIRS	70,978.50
70502	COPYCAT PRINTING	PRINTING	1,582.56
70503	CORNHUSKER C STORES INC.DBA PUMPERS	GAS	110.49
136093	CRESCENT ELECTRIC SUPPLY	SUPPLIES	131.06
136094	DAS STATE ACCTG- CENTRAL FINANCE	TELEPHONE SERVICE	707.82
70504	EAGLE EYE WEED CONTROL, LLC	GROUNDS WORK	226.83
136095	EAKES OFFICE SOLUTIONS	SUPPLIES	1,365.29
70505	ENCK, HEATHER	PARENT MILEAGE	51.49
70506	ESU #10	SUPPLIES/REPAIRS/INSERVICE	5,012.69
70507	ESU COORDINATING COUNCIL	INSERVICE	1,322.00
70508	FLINN SCIENTIFIC INC	SUPPLIES	440.05
136096	FOLLETT SCHOOL SOLUTIONS	BOOKS	1,125.00
136084	GREAT MINDS	BOOKS AND SUPPLIES	1,250.93
70509	GRONE'S OUTDOOR POWER	SUPPLIES	519.41

INVOICES SUBMITTED FOR PAYMENT

		BOARD CLAIMS JULY 2021	
<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Check Total</u>
70510	HARB'S LANDSCAPING & SUPPLY INC	LANDSCAPING	510.00
136097	HERZBERG, MICHAEL	REIMBURSEMENT	51.35
70511	HOME DEPOT PRO, THE	SUPPLIES	6,485.27
70512	HONEYWELL	CONTRACT SERVICES	1,383.16
136098	HORAK, SHEILA	CONTRACTED SERVICES	2,486.25
70513	HOWARD GREELEY RURAL PUBLIC POWER DIST.	ELECTRICITY	1,821.95
70514	HYVEE	INSERVICE\SUPPLIES	103.98
70515	ILLUMINATE EDUCATION, INC		22,410.00
70516	INNOVATIVE OFFICE SOLUTIONS	SUPPLIES	303.00
136099	INPATH DEVICES	PHONE SYSTEM	7,742.00
70517	INTERSTATE ALL BATTERY CENTER	SUPPLIES	827.40
70518	ISLAND GLASS CO	REPAIRS	551.69
70519	ISLAND SPRINKLER SUPPLY	SUPPLIES	155.84
70520	ISLAND SUPPLY & WELDING	SUPPLIES/REPAIRS	224.16
136100	JAMF	SOFTWARE	1,400.00
70521	JOURNEY ED	SUPPLIES	8,977.20
136101	JW PEPPER	MUSIC	356.60
136102	KELLY SUPPLY COMPANY	SUPPLIES	34.95
70522	KENS APPLIANCE INC	EQUIPMENT/REPAIRS	25.99
136103	KERR, CINDY	MILEAGE REIMBURSEMENT	54.35
70523	LINCOLN JOURNAL STAR	SUBSCRIPTION	994.08
70524	LINDAMOOD-BELL LEARNING PROCESSES	INSERVICE	1,500.00
70525	LOUP VALLEY LIGHTING, INC	BUILDING UPKEEP	792.50
70526	LUHN, DULCIE	PARENT MILEAGE REIMBURSEMENT	440.33
70527	MARCIA BRENNER ASSOCIATES	SOFTWARE	2,865.75
136104	MCCULLA, FRANCIS	MILEAGE/SUPPLIES REIMBURSEMENT	78.88
70528	MCGOWAN, JACEY	SUPPLIES REIMBURSEMENT	191.51
136105	MCGRAW-HILL EDUCATION, INC	SUPPLIES	6,322.50
70529	MENARDS	SUPPLIES/EQUIPMENT	1,514.19
70530	MHR TECHNOLOGIES, INC	SUBSCRIPTION	4,125.00
136106	MID NEBRASKA DISPOSAL INC	GARBAGE SERVICE	532.10
70531	MIDWEST ALARM SERVICES	ALARM SERVICE	75.00
136107	MIDWEST CONNECTLLC	POSTAGE	580.91
70532	MIDWEST HYDRAULIC SERVICE & EQUIPMENT	EQUIPMENT & SUPPLIES	1,739.61
136108	MOSER, MARTY	REIMBURSEMENT	51.35
70533	NASCD	DUES	40.00
70534	NASCO	SUPPLIES	79.70
70535	NATIONAL ART & SCHOOL	SUPPLIES	238.43

INVOICES SUBMITTED FOR PAYMENT

		BOARD CLAIMS JULY 2021	
<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Check Total</u>
	SUPPLIES		
70536	NATIONAL ASSOCIATION FOR GIFTED CHILDREN CONFERENCE	CONFERENCE	1,996.00
70537	NEBRASKA COUNCIL OF SCHOOL ADMINISTRATORS	REGISTRATION	600.00
70538	NEBRASKA FIRE SPRINKLER CORP	INSPECTION/EQUIPMENT	455.00
70539	NEBRASKA PUBLIC HEALTH ENVIRONMENTAL LAB	WATER TESTING	19.00
70540	NEBRASKALAND GIFTS	SUBSCRSIPTION	44.00
70541	NEBRASKALAND GUTTER	BUILDING SUPPLIES	300.00
70542	NEVILLE, ANGELA	MILEAGE	175.10
70543	NORTHWESTERN ENERGY	GAS SERVICE	1,216.51
136109	ONE SOURCE	BACKGROUND CHECKS	16.00
70544	PAPER TIGER	SHREDDING	52.00
136110	PAWLING, STACEY	EXPENSE REIMBURSEMENT	110.31
70545	PERFORM BETTER	SUPPLIES / EQUIPMENT	3,880.10
70546	PERRY GUTHERY HAASE & GESSFORD	LEGAL SERVICES	75.00
136111	POMPS TIRE SERVICE	VEHICLE MAINTENANCE	493.82
70547	POSTY CARDS	SUPPLIES	181.20
136112	POWERSCHOOL GROUP LLC	CONFERENCE REGISTRATION	8,687.70
70548	PPG ARCHITECTURAL COATINGS	SUPPLIES	1,049.43
136113	PRESTO-X COMPANY	CONTRACT SERVICE	588.75
70549	QUILL CORPORATION	SUPPLIES	140.91
70550	REAMS	REPAIRS	227.14
136114	RETZLAFF, TARA	REIMBURSEMENT	51.35
70551	RINDER PRINTING	PRINTING/SUPPLIES	344.58
70552	SARGENT WELCH	SUPPLIES	65.55
70553	SCHOOL FIX		237.77
136115	SCHOOL SPECIALTY LLC	SUPPLIES	1,085.63
70554	SCHOOLMATE	PLANNERS	83.75
70555	SECTORNOW, LLC	VIDEO DISPLAY SIGN	150.00
70556	SHAW, TARA	PARENT MILEAGE	1,311.58
136116	SMITH, PAUL	REIMBURSEMENT	51.35
136085	SOFTWARE UNLIMITED INC	COMPUTER SOFTWARE	5,545.00
136117	SOUTHERN PUBLIC POWER DISTRICT	ELECTRICTY	5,223.20
70557	SPORT SAFE TESTING SERVICE INC,	SUBSTANCE ABUSE TESTING	1,247.00
70558	STANDLEA, SHEILA	MILEAGE REIMBURSEMENT	792.74
136118	STAPLES BUSINESS ADVANTAGE	SUPPLIES	82.03
70559	STRIV, INC	SUPPLIES/SUPPORT	2,975.00
70560	SUPER SAVER	SUPPLIES	12.05

INVOICES SUBMITTED FOR PAYMENT

BOARD CLAIMS JULY 2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Check Total</u>
70561	TEACHER DIRECT	SUPPLIES	63.00
70562	TheBookPC.com Inc.		613.00
70563	TURF PRO LANDSCAPING	GROUNDS UPKEEP	1,200.00
70564	US BANK VISA	SUPPLIES/REIMBURSEMENT	440.69
70565	VERIZON WIRELESS	CELLULAR PHONE	579.10
70566	VISA	INSERVICE/TRAVEL	505.97
70567	VISA	SUPPLIES/INSERVICE	62.44
70568	VISA	SUPPLIES	29.99
70569	VISA	SUPPLIES\INSERVICE	608.15
70570	VISA	INSERVICE/SUPPLIES	53.62
70571	VISA	INSERVICE / SUPPLIES	29.99
136119	VODEHNAL, KELLE	MILEAGE	39.44
70572	WAL-MART	SUPPLIES/EQUIPMENT	174.86
70573	WHOLENESS HEALING EAP	SUPPORT SERVICE	5,970.00
70574	YANDA'S MUSIC AND PRO AUDIO	SUPPLIES	11,274.00
136120	YOUNT, SARA	REIMBURSEMENT	51.35
70575	ZIGS FOUR WHEEL DRIVE	REPAIRS	102.56
Fund Total:			312,521.00
Checking	2	Fund: 02 DEPRECIATION FUND	
2070576	ABBAY CARPETS N MORE	CARPET - TILE	17,988.64
2001002	EGAN SUPPLY CO	SUPPLIES	30,787.64
Fund Total:			48,776.28
Checking	8	Fund: 08 BUILDING FUND	
1342	HEARTLAND ROOFING CONSULTANT	ROOFING CONSULTANT FEES	185,000.00
1343	HEARTLAND SEATING INC	BLEACHERS	9,250.00
1344	MID PLAINS CONSTRUCTION CO		129,550.54
1345	WILKINS ARCHITECTURE DESIGN PLANNING LLC	CONTRACTED SERVICES	4,991.20
Fund Total:			328,791.74

ANNEXATION AGREEMENT
Ordinance No. 9773

THIS AGREEMENT is entered into between Hall County School District 2, a/k/a Grand Island Public Schools (hereinafter referred to as "GIPS"), and Hall County School District 82, a/k/a Northwest Public Schools (hereinafter referred to as "NWPS") and concerns the City of Grand Island, Nebraska, annexation Ordinance No. 9773.

WHEREAS, on November 10, 2020, the City Council of the City of Grand Island, Nebraska, enacted Ordinance No. 9773 which Ordinance annexed a tract of land in Hall County, Nebraska.

WHEREAS, the Boards of Education of GIPS and NWPS, through their administrative representatives, have negotiated in good faith the aforementioned annexation of land by the City of Grand Island, Nebraska, as required by *Neb. Rev. Stat. §79-473* (Reissue 2014) and have considered which school district shall serve the tract of land annexed by Ordinance No. 9773, the educational needs of the students in the affected school districts, the economic impact upon the affected school districts, any common interests between the annexed lands and the affected school districts and the community which has zoning jurisdiction over the land, community educational planning, and the effective date to transfer the annexed tracts of land.

ORDINANCE NO. 9773

Ordinance No. 9773 is an ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Brooklyn Subdivision and all adjoining rights-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat and more particularly described in Exhibit "A", Ordinance No. 9773, Legal Description and Annexation Location Map, attached hereto. The legal description of

the annexed tract of land is set forth in Ordinance No. 9773, which legal description and Ordinance are hereby incorporated herein by this reference and attached as Exhibit A.

According to the Hall County Assessor's Office, this above described land has an assessed valuation on July 14, 2020 of \$124,145.00.

NOW, THEREFORE, in consideration of the annexation negotiations for Ordinance No. 9773 recited above and in consideration of the mutual promises contained herein, the parties agree as follows:

1. The tract of land annexed by Ordinance No. 9773 shall merge with GIPS' school district on July 1, 2021 pursuant to *Neb. Rev. Stat. §79-475 (Reissue 2014)*.
2. GIPS will pay NWPS a one-time lump sum payment of Nine Thousand Four Hundred Nineteen Dollars and Sixty-Eighty Cents (\$9,419.68) due on or before December 31, 2021 which is based on the following formula:

(GIPS General Fund Levy)	\$ 0.0108000
(NWPS General Fund Levy)	+\$ <u>0.00816912</u>
	\$ 0.01896912
Average General Fund Levy	$\$0.01896912 / 2 = \0.00948456
Assessed valuation by Hall County Assessor's Office =	
	$\$124,145.00 \times .00948456 = \1177.46 per year
	$\$1177.46 \times 8 \text{ years} = \underline{\underline{\$ 9,419.69 \text{ Lump sum payment}}}$

[Signatures on Next Page]

IN WITNESS THEREOF, the parties execute this agreement.

HALL COUNTY SCHOOL DISTRICT 2, a/k/a
GRAND ISLAND PUBLIC SCHOOLS

By: _____ Date: _____
Bonnie Hinkle, President,
GIPS Board of Education

HALL COUNTY SCHOOL DISTRICT 82, a/k/a
NORTHWEST PUBLIC SCHOOLS

By: _____ Date: _____
Dan Leiser, President,
NWPS Board of Education

Exhibit A

ORDINANCE NO. 9773

Attached

Parcel 400205653

ENTERED AS INSTRUMENT NO

202008893

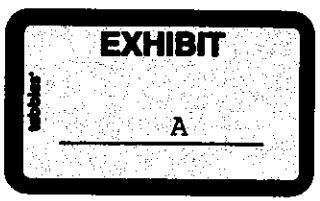
STATE OF NEBRASKA
COUNTY OF HALL

2020 NOV 12 PM 12 13

KRISTI WOLD
ASSR/REGISTER OF DEEDS

CASH CHECK 40.00

REFUNDS:
CASH CHECK



* This Space Reserved For Register of Deeds *

40.00

ORDINANCE NO. 9773

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Brooklyn Subdivision and all adjoining right-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat and more particularly described in Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Gerald L. Dean and Pamela K. Dean, husband and wife, as owner of the property submitted a plat of Brooklyn Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

Return to:
RaNae Edwards
City Clerk
100 East 1st Street
Grand Island NE 68801

Approved as to Form November 9, 2020 City Attorney

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on June 9, 2020 the City Council of the City of Grand Island held and considered such annexation and approved such annexation on first reading, approved such annexation on second reading on July 14, 2020, and approved such annexation on third and final reading on November 10, 2020.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: November 10, 2020.

Roger G. Steele
Roger G. Steele, Mayor

Attest:

RaNae Edwards
RaNae Edwards, City Clerk



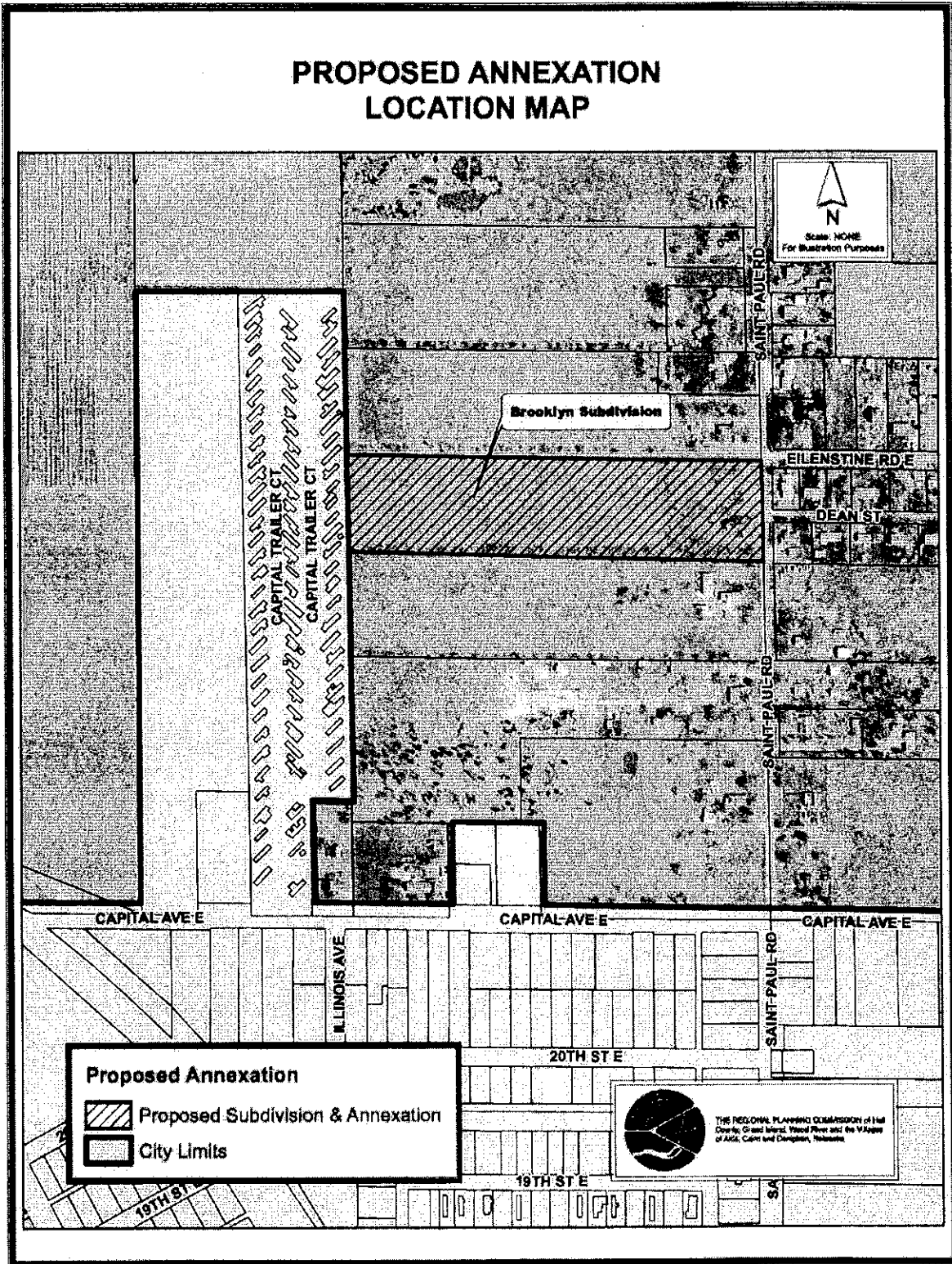
Exhibit A**LEGAL DESCRIPTION**

A tract of land comprising the South Five (5.0) acres of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and the North Five (5.0) acres of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a point on the east line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), said point being One Thousand One Hundred Fifteen and Twenty Eight Hundredths (1,115.28) feet south of the northeast corner of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), said point also being the southeast corner of Pollock Subdivision; thence running southerly, along and upon the east line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and along and upon the east line of of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Eighty Nine Hundredths (329.89) feet; thence deflecting right 91°27'37" and running westerly, a distance of One Thousand Three Hundred Thirty Six and Sixteen Hundredths (1,336.16) feet to a point on the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4); thence deflecting right 88°44'43" and running northerly, along and upon the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), and along and upon the west line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Nine Hundredths (329.09) feet to the southwest corner of said Pollock Subdivision, thence deflecting right 91°13'19" and running easterly, along and upon the south line of said Pollock Subdivision, a distance of One Thousand Three Hundred Thirty Four and Ninety Six Hundredths (1,334.96) feet to the point of beginning. Along with all Additional dedicated rights-of-way.

Actual tract containing 10.099 acres, more or less.

PROPOSED ANNEXATION LOCATION MAP



ANNEXATION AGREEMENT
Ordinance No. 9795

THIS AGREEMENT is entered into between Hall County School District 2, a/k/a Grand Island Public Schools (hereinafter referred to as "GIPS"), and Hall County School District 82, a/k/a Northwest Public Schools (hereinafter referred to as "NWPS") and concerns the City of Grand Island, Nebraska, annexation Ordinance No. 9795.

WHEREAS, on November 24, 2020, the City Council of the City of Grand Island, Nebraska, enacted Ordinance No. 9795 which Ordinance annexed a tract of land in Hall County, Nebraska.

WHEREAS, the Boards of Education of GIPS and NWPS, through their administrative representatives, have negotiated in good faith the aforementioned annexation of land by the City of Grand Island, Nebraska, as required by *Neb. Rev. Stat. §79-473* (Reissue 2014) and have considered which school district shall serve the tract of land annexed by Ordinance No. 9795, the educational needs of the students in the affected school districts, the economic impact upon the affected school districts, any common interests between the annexed lands and the affected school districts and the community which has zoning jurisdiction over the land, community educational planning, and the effective date to transfer the annexed tracts of land.

ORDINANCE NO. 9795

Ordinance No. 9795 is an ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Leaman Acres Subdivision and all adjoining right-of-way in Hall County, Nebraska as more particularly descry bed hereinafter and as shown on the subdivision plat and more particularly described in Exhibit "A", Ordinance No. 9795, Legal Description and Annexation Location Map, attached hereto. The legal description

of the annexed tract of land is set forth in Ordinance No. 9795, which legal description and Ordinance are hereby incorporated herein by this reference.

According to the Hall County Assessor's Office, this above described land has an assessed valuation on November 24, 2020 of \$196,565.00.

NOW, THEREFORE, in consideration of the annexation negotiations for Ordinance No. 9795 recited above and in consideration of the mutual promises contained herein, the parties agree as follows:

1. The tract of land annexed by Ordinance No. 9795 shall merge with GIPS' school district on July 1, 2021 pursuant to *Neb. Rev. Stat. §79-475 (Reissue 2014)*.
2. GIPS will pay NWPS a one-time lump sum payment of Fourteen Thousand Nine Hundred Fourteen Dollars and Sixty-Six Cents (\$14,914.66) due on or before December 31, 2021 which is based on the following formula:

(GIPS General Fund Levy)	\$ 0.0108000
(NWPS General Fund Levy)	+\$ <u>0.00816912</u>
	\$ 0.01896912
Average General Fund Levy	$\$0.01896912 / 2 = \0.00948456
Assessed valuation by Hall County Assessor's Office =	
	$\$196565.00 \times .00948456 = \1864.33 per year
	$\$1864.33 \times 8 \text{ years} = \underline{\underline{\$ 14,914.66 \text{ Lump sum payment}}}$

[Signatures on Next Page]

IN WITNESS THEREOF, the parties execute this agreement.

HALL COUNTY SCHOOL DISTRICT 2, a/k/a
GRAND ISLAND PUBLIC SCHOOLS

By: _____ Date: _____
Bonnie Hinkle, President,
GIPS Board of Education

HALL COUNTY SCHOOL DISTRICT 82, a/k/a
NORTHWEST PUBLIC SCHOOLS

By: _____ Date: _____
Dan Leiser, President,
NWPS Board of Education

Exhibit A

ORDINANCE NO. 9795

Attached

Parcel 400201895

ENTERED AS INSTRUMENT NO

202009281

46.00

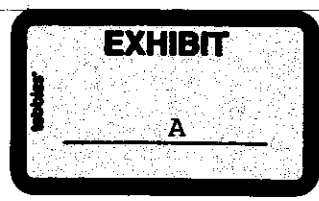
STATE OF NEBRASKA
COUNTY OF HALL

2020 NOV 25 PM 12 15

KRISTI WOLD
ASSSR/REGISTER OF DEEDS

CASH 46.00
CHECK

REFUNDS:
CASH
CHECK



This Space Reserved for Register of Deeds

ORDINANCE NO. 9795

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Leaman Acres Subdivision and all adjoining right-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat and more particularly described in Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Michael T. Leaman and Ralisa E. Leaman., as owners of the property submitted a plat of Leaman Acres Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

Return to:
RaNae Edwards
City Clerk
100 East 1st Street
Grand Island NE 68801

Approved as to Form SRW
November 23, 2020 City Attorney

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

WHEREAS, on October 27, 2020 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on November 10, 2020 approved such annexation on second reading and on November 24, 2020 approved such annexation on third and final reading.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

ORDINANCE NO. 9795 (Cont.)

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: November 24, 2020

Roger G. Steele
Roger G. Steele, Mayor

Attest:

RaNae Edwards
RaNae Edwards, City Clerk



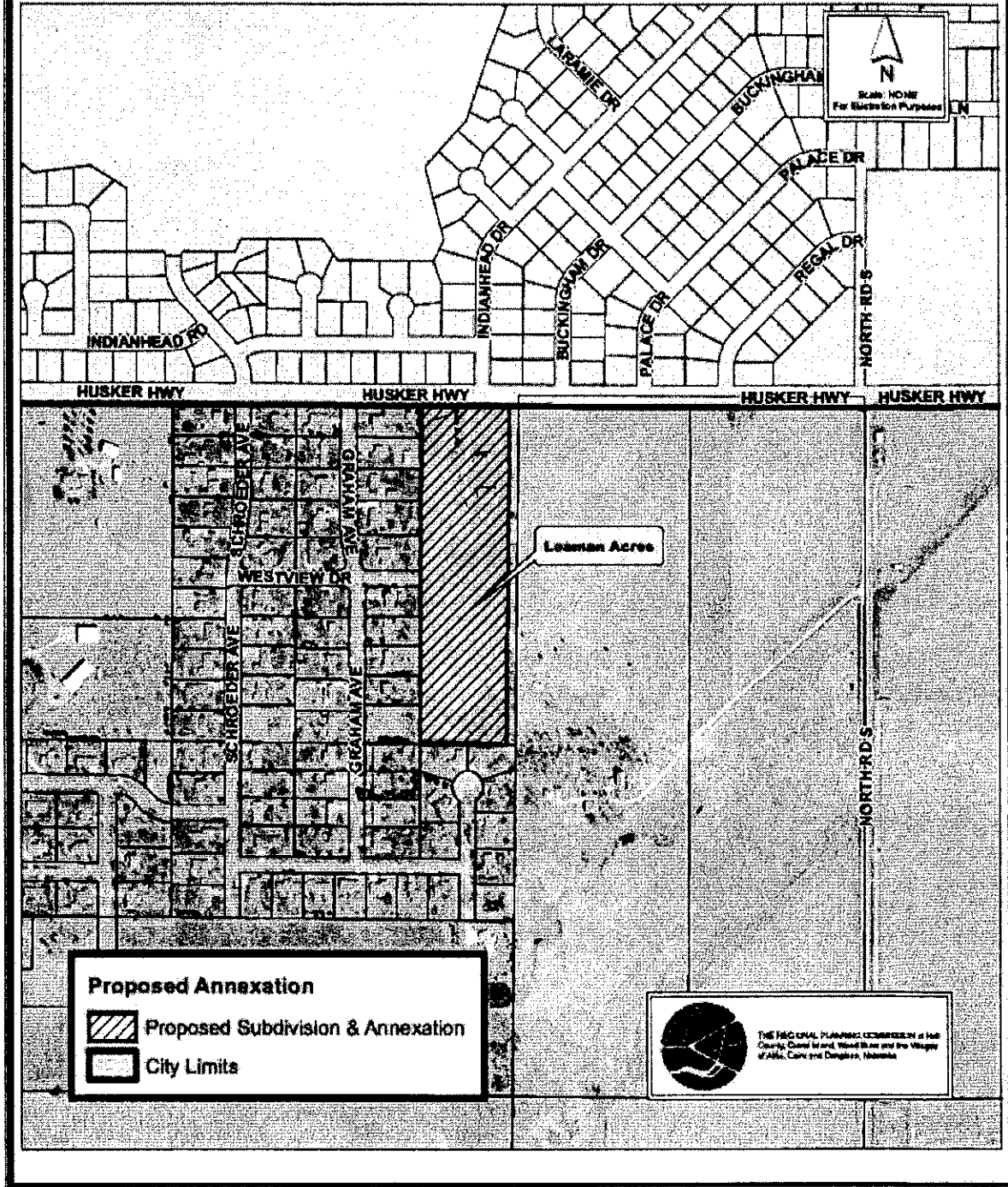
Exhibit A

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 35, TOWNSHIP 11 NORTH, RANGE 10 WEST, OF THE 6TH P.M., HALL COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 35 (NORTH ¼ CORNER) THENCE S89°41'01"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼ A DISTANCE OF 943.57 FEET, THENCE S00°18'02"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING S00°18'02"W ON THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SUBDIVISION AND THE EAST LINE OF BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION A DISTANCE OF 1279.89 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 2 FIRESIDE ESTATES SECOND SUBDIVISION AND ALSO BEING THE NORTHWEST CORNER OF LOT 20 WESTROADS ESTATES THIRD SUBDIVISION, THENCE S89°24'08"E ON THE NORTH LINE OF SAID WESTROADS ESTATES THIRD SUBDIVISION A DISTANCE OF 334.94 FEET, THENCE N00°39'26"E ON A LINE PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼ A DISTANCE OF 1281.55 FEET TO THE SOUTH RIGHT OF WAY LINE OF HUSKER HIGHWAY, THENCE N89°41'01"W ON SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 342.91 FEET TO THE POINT OF BEGINNING, CONTAINING 9.96 ACRES MORE OR LESS.

PROPOSED ANNEXATION LOCATION MAP



Community RelationsPersonnel - All Employees and StudentsAnti-discriminationA. **Elimination of Discrimination.**

The policy of Northwest Public Schools is to 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 admission or access to, or treatment with regard to employment or with regard to its programs and activities.

Northwest Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of Northwest Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

B. **Preventing Harassment and Discrimination of Employees and Students.**

1. **Purpose:** Northwest Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, Northwest Public Schools will try to protect employees or students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on 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 status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

- a. In general, ethnic or racial slurs or other verbal 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 status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

- b. Age harassment 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 can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (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.
- (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, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. 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 is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of Northwest Public Schools.

- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.
- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

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

Date of Adoption: July 13, 2015, Revised July 19, 2021

Personnel - All Employees (& Students)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The Northwest Public Schools 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 Northwest Public Schools 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. 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 persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Dr. Jeffrey E. Edwards, Superintendent, 2710 N. North Road, Grand Island, NE 68803 jedwards@ginorthwest.org.

Employees and Others: Natalie Nielsen, Human Resources Director, 2710 N. North Road, Grand Island, NE 68803 nnielsen@ginorthwest.org.

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:**

The Northwest Public Schools is committed to offering employment and educational opportunities 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 (such as 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 status, 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 related medical condition, sexual orientation or gender identity, or other protected status, 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.

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. 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 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. Sec. 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 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.

7. Preventive Measures:

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

building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

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

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

Date of Adoption: August 13, 2018, Revised July 19, 2021

Notice of Nondiscrimination

The Northwest 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 persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Dr. Jeffrey E. Edwards, Superintendent, 2710 N. North Road, Grand Island, NE 68803 jedwards@ginorthwest.org.

Employees and Others: Natalie Nielsen, Human Resources Director, 2710 N. North Road, Grand Island, NE 68803 nnielsen@ginorthwest.org.

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 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.

AFFIDAVIT RELEASE FORM
(For Child Age 6 to Not Attend School)

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of _____ (Child's name). The Child's date of birth is _____. The Child has or will reach the age of six prior to January 1 of the current school year, but will not reach age seven prior to January 1 of the current school year.

I elect to not enroll the Child in an accredited school this school year and hereby affirm (check or initial appropriate exception for attendance):

_____ the Child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or

_____ the parent or guardian intends for the Child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

~~IN WITNESS WHEREOF, this affidavit is signed and acknowledged~~ **Dated** this ____ day of _____, 20__.

Parent or Guardian

~~STATE OF NEBRASKA~~ _____)
_____) ~~ss.~~
~~COUNTY OF~~ _____)

~~The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.~~

Notary Public

Disenroll to Attend Homeschool

I am the parent or guardian of _____ (Child's name).

I elect to disenroll the Child from an accredited school this school year and hereby affirm _that I intend for the Child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements (a homeschool) and will provide the Commissioner of Education with a statement confirming such homeschool status.

Parent or Guardian

Date

Students (& Employees)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The Northwest 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 Northwest 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 persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Dr. Jeffrey E. Edwards, Superintendent, 2710 N. North Road, Grand Island, NE 68803 jedwards@ginorthwest.org.

Employees and Others: Natalie Nielsen, Human Resources Director, 2710 N. North Road, Grand Island, NE 68803 nnielsen@ginorthwest.org.

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 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:**

The Northwest Public School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as 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 status, 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 related medical condition, sexual orientation or gender identity, or other protected status, 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.

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 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, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, 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.

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 will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

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.

Date of Adoption: August 13, 2018, Revision July 19, 2021

InstructionSpecial Education

[Name] Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District from date of diagnosis through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

2. Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities 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 consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children **from birth to age twenty-one (21)** with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated and a practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. **The District will publish annual notice of any significant activity that is designed to identify, locate, or evaluate children to publicly notify parents. The District will screen and evaluate all children with suspected disabilities birth through age 21, and will implement practical methods to track which children are currently receiving special education and related services. The District will provide student referrals that are accompanied by documentation of scientific, research, or evidence-based academic and/or behavioral interventions that have been implemented as designed for the appropriate period of time**

to show effect or lack of effect that demonstrates the child is not making a sufficient rate of progress to meet age or state-approved, grade-level standards within a reasonable time frame. The District will provide sustained supervision to monitor the implementation of compliant practices for the Child Find Rule. The District will use supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of Child Find, paying particular attention to the communities experiencing disproportionality in the schools. All District Child Find activities will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Pre-Referral Interventions

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

5. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Legal Reference: 92 NAC 51-007

6. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled, and special classes, separate schooling, or other removal of children 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 "Least Restrictive Environment Rules").

The District will: (1) develop and implement written procedures for implementation of the LRE Rules; (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 Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the LRE Rules; (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 Programs (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 pullout 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. Particular attention is 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 towards annual goals.

Legal Reference: 92 NAC 51-008.01

7. Procedural Safeguards

Children with disabilities and their parents shall be afforded the required procedural safeguards.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

8. Disciplinary Removal of Children with Disabilities

The District will (1) develop and implement written procedures for disciplining students with disabilities (the "Discipline Rules"); (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 Discipline Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the Discipline Rules; (4) use supervision and monitoring data, disaggregated by race/ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of discipline (including but not limited to: de-escalation techniques, functional behavior assessment, behavior intervention planning, and manifestation determination procedures); (5) ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining suspension of a child with a disability, and ensure that data shows that these considerations are equitably made by race/ethnicity; (6) notify parents on the day that the decision is made to make a removal that constitutes a change in placement of a child with a disability because of violation of a code of child conduct, and send parents copies of the procedural safeguards; (7) provide educational services for students removed fewer than 10 days to enable the student to continue to participate in the general educational curriculum, although in another setting, and to progress toward meeting the goals set out in the Individualized Education Programs, with data showing that these services are equitably provided by race/ethnicity; (8) ensure that within 10 school days of any decision to change placement of a child with a disability because of a violation of a code of student conduct, the IEP Team will review all relevant information in the file to determine whether the conduct in question was caused by or had a direct and substantial relationship to the child's disability or the conduct was the direct result of the district's failure to implement the IEP, and that such determinations are made equitably by race/ethnicity; and (9) ensure that, if the IEP Team makes a determination that the conduct was a manifestation of the child's disability, then the IEP Team conducts a functional behavioral assessment, unless the District conducted a FBA before the behavior that resulted in the change of placement occurred, and implements a behavioral intervention plan.

Legal Reference: 92 NAC 51-016

9. Evaluation, Identification, and Reevaluation Procedures

Children with disabilities shall be evaluated, identified, and reevaluated in accordance with 92 NAC 51-006. The District will: (1) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule; (2) provide sustained supervision to monitor the implementation of compliant practices for the Evaluation and Reevaluation Rule; (3) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of evaluation and reevaluation, as well as the appropriate technical assistance/professional development to any schools and/or personnel identified in such data; (4) conduct a reevaluation of each child with a disability at least once every 3 years, unless the parent and the District agree that a reevaluation is unnecessary; (5) use a variety of assessment tools and strategies to gather relevant academic, functional, and developmental information about the child, including information provided by the parents, and information related to enabling the child to be involved in and progress in the general education curriculum that may assist in determining: (i) Whether the child is a child with a disability, and (ii) The content of the child's individualized education program; (6) use more than one procedure to determine whether a child has a disability and the appropriate educational program for the child; (7) use technically sound instruments to assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; (8) select assessments and other evaluation materials in a manner that (i) does not discriminate on a racial or cultural basis, (ii) is provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer, (iii) has been validated for the specific purpose for which they are used, and (iv) are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments; and (9) provide high quality, sustained professional learning activities on the written procedures for appropriate District and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. Locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent(s) with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

10. Confidentiality of Personally Identifiable Information

The confidentiality of student records and information shall be maintained in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

11. Transition of Children from Part C to Preschool Programs

Children participating in early intervention programs under Part C of the IDEA (early intervention services) and who will participate in preschool programs assisted under Part B of the IDEA (services for school-aged children) shall experience a smooth and effective transition to those preschool programs in a manner consistent with 92 NAC 52-008. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

12. Children in Nonpublic Schools

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

13. Personnel Standards and Personnel Development

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

14. Participation in and Reporting of State and District Wide Assessments

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

15. Suspension and Expulsion Rates

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

16. Access to Instructional Materials

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or

- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

17. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

18. Prohibition on Mandatory Medication

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

19. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law.

Legal Reference: 92 NAC 51-014.01 through 014.02

20. Surrogates

A surrogate will be appointed and other action taken to ensure the rights of children with a disability as required by law.

Legal Reference: 92 NAC 51-009.10

21. Early Intervention Services – Consent

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

22. Eligibility Determinations

The District will (1) develop written procedures for implementation of the Eligibility Determination 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 Eligibility Determination Rule; (3) provide sustained supervision to monitor the implementation of compliant practices for the Eligibility Determination Rule; (4) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of eligibility; (5) ensure Individualized Education Programs (IEPs) are developed for children with a

determination made of having a disability that has: (a) an adverse effect on educational performance (academic, functional, and/or developmental) and (b) requires special education and related services; (6) ensure that an eligibility report, which documents the area of disability, is completed and placed in each child's special education folder, with the eligibility report providing statements for each component of the eligibility and be comprehensive enough to serve as the evaluation report when necessary; (7) ensure the completion of the administration of assessments and other measures that the Multidisciplinary Evaluation Team (a group of qualified professionals and the parents of the child) determine whether the child is a child with a disability and the educational needs of the child; (8) ensure appropriate consideration of the exclusionary factor for reading (a child is not to be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in reading, including the essential components of reading instruction as defined in section 1208(3) of ESEA); (9) ensure appropriate consideration of the exclusionary factor for math (a child must not be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in math); (10) ensure appropriate consideration of the exclusionary factor for Limited English Proficiency (LEP) (a child will not be determined to be a child with a disability if the primary factor for that determination is limited English proficiency); and (11) ensure (1) evaluation data draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations as well as the information about the child's physical condition, social or cultural background, and adaptive behavior and (2) that information obtained from all these sources is documented and carefully considered.

Legal Reference: 92 NAC 51-006.04.

Legal Reference: 34 CFR Parts 300, 303 and 304
Neb. Rev. Stat. Sec. 79-1110 to 79-1167
92 NAC 51, 52 and 55

Date of Adoption: July 13, 2015, Revision July 19, 2021

Business OperationsInternal Controls

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

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

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two years;
- 3) Implement a Control System procedure;
- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

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

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids;
- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

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

Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

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

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

Legal Reference: 2 C.F.R. § 200.302.

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

Legal Reference: 2 C.F.R. § 200.307.

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

- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other Federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another Federal award, except where the federal statute authorizing a program specifically provides that Federal funds made

- available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
 - 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

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

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

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

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

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

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

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

District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

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

Date of Adoption: [Insert Date]

**Northwest Public Schools
June 1st - 30th Option Enrollment Request Summary**

2020-21

NWHS					Cedar Hollow					1R					St Libory				
	In	Out	Opt	Total		In	Out	Opt	Total		In	Out	Opt	Total		In	Out	Opt	Total
9			115	152	K			23	39	K			9	20	K			7	15
10			145	189	1			22	38	1			14	20	1			12	16
11			125	168	2			26	39	2			10	20	2			9	15
12			155	188	3			28	39	3			10	20	3			9	18
Total	0	0	540	697	4			31	42	4			13	20	4			8	18
					5			23	42	5			11	20	5			13	21
					6			28	40	6			10	20	6			5	10
					7			36	51	7			17	26	7			8	14
					8			28	47	8			12	23	8			8	15
					Total	0	0	245	377	Total	0	0	106	189	Total	0	0	79	142

2020-21 Combined Total In - 0
2020-21 Combined Total Out - 0

2021-22

NWHS					Cedar Hollow					1R					St Libory				
	In	Out	Opt	Total		In	Out	Opt	Total		In	Out	Opt	Total		In	Out	Opt	Total
9	1				K					K					K				
10					1					1					1				
11					2					2					2				
12					3					3					3				
Total	1	0	0	0	4					4					4				
					5					5					5				
					6					6					6	1			
					7					7					7				
					8					8					8				
					Total	0	0	0	0	Total	0	0	0	0	Total	1	0	0	0

2021-22 Combined Total In - 2
2021-22 Combined Total Out - 0

Enrollment in PS

	8/1	9/1	10/1	11/1	12/1	1/5	2/2	3/1	4/1	5/3
Northwest	719	710	706	711	710	711	702	700		698
Cedar Hollow	387	376	377	377	373	377	375	376		377
1R	190	188	188	188	189	189	189	189		189
St. Libory	155	145	144	144	145	148	143	144		142
Preschool	22	22	23	23	23	23	23	23		23
Totals	1473	1441	1438	1443	1440	1448	1432	1432	0	1429

Thank you for the
Plant you gave to us
in memory of our Dad.

The Arnold Sperling
family

Elwin, Judy

Chelle

&

Jeff

During a time
like this
we realize how much
our friends and relatives
really mean
to us
Your expression
of sympathy will always
be remembered