

BOX BUTTE COUNTY SCHOOL DISTRICT #07-0010

HEMINGFORD PUBLIC SCHOOLS

BOARD OF EDUCATION MEETING AGENDA

Monday, October 16, 2023

South Campus

The Board of Education of School District 07-0010 will meet on Monday, October 16, 2023 in the South Campus as duly advertised in the Hemingford Ledger.

- I. Pledge of Allegiance
- II. Notices
- III. Call Meeting to Order
 - III.A. Roll Call
 - III.B. Excuse Absent Board Member(s)
- IV. Approval of Agenda
- V. Report from Board Committee(s)
- VI. Regular Meeting Agenda
 - VI.A. Recognition of Student Achievement (Bobcat Excellence)
 - VI.B. Public Participation (Maximum of 30 Minutes Allotted for this Portion of the Meeting)
 - VI.C. Correspondence
 - VI.D. Consent Agenda
 - Approve minutes for the September 11, 2023 meeting, budget hearing, and special hearing to set the final tax request.
 - Approve Treasurer's Report
 - Approve School Activity Fund Report
 - Approve Control Budget
 - VI.E. Payment of Claims
 - VI.F. Discuss, Consider, and Take All Necessary Action Regarding Consideration of a Presentation on Jobs for America's Graduates - Nebraska (JAG-NE) and Authorization of a Memorandum of Understanding to Partner with JAG-NE to secure a JAG Teacher for the 2024-2025 School Year.
 - VI.G. Discuss, Consider, and Take All Necessary Action Regarding Proposals for the Removal of the Building at 912 Ogallala Avenue
 - VI.H. Discuss, Consider, and Take All Necessary Action Regarding the Second Reading of Proposed Revised Policy 801.03 (Bus Scheduling and Routing)
 - VI.I. Discuss, Consider, and Take All Necessary Action Regarding the First Reading of the Following Policies: Revised Policy 506.11 (Random Drug Testing of Students Involved in Extracurricular Activities and Competitions), 607.04 (Student Production of Materials and Services), 805.01 (Insurance)

- VI.J. Discuss, Consider, and Take All Necessary Action Regarding Reinvestment of Building Fund CDs.
- VII. Discussion/Possible Action Items
 - VII.A. Discussion with Representatives of the Box Butte County Agricultural Society Regarding Shared Use of Facilities, Agreements, and Insurance Coverage
- VIII. Student Board Representative Report
- IX. Administration Reports
- X. Superintendent Report
- XI. Policy Review (Policies 0901.00 through 0903.07)
- XII. Items For Next Board Meeting
- XIII. Adjournment



Welcome to the Hemingford Public Schools Board of Education Meeting.

The board welcomes citizens to attend board meetings to become acquainted with the programs and operations of the district. Members of the public are also encouraged to share their ideas and opinions with the Board during the agenda item labeled "Public Comment". Comments or questions from the audience at any other time during the meeting except for the agenda item "Public Comment" will be declared out of order.

School board meetings are a meeting held in public; however, the meetings are not public meetings.

TALKING POINTS FOR BOARD MEETING
3 MINUTES PER INDIVIDUAL/30 MINUTES ON TOPIC
The board chair will recognize these individuals to make their comments at the appropriate time. Only those speakers recognized by the board chair shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments, or other individuals causing disruption may be asked to leave the board meeting.

The purpose of public participation is a forum for the public to provide information and be heard by the members of the board. By law, the board is not allowed to respond, discuss, or take action on items that are not included in the published agenda.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the **Thursday** preceding a Monday night meeting. (Per policy # 0204.12)

*If you want to speak, you must fill out a Public Comment Request Card. When you have completed this, please submit the card to the superintendent. The cards will be numbered as they are received by the superintendent. You will be called on, by the board president, according to the number on your completed Public Comment Request Card. The board president will signal when the speaker has 30 seconds remaining.

*By law, you must state your name, address, and we ask that you state the topic you are addressing, before you begin.

*If you are planning to speak about personnel or student matters involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members **may not** respond to any questions you ask or comments you make about individual staff members or students.

+++++tear off+++++tear off+++++tear off+++++

Number	
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Hemingford School District—Board of Education
Public Comment Request Card
Name:
District resident: Yes No
Address:
City/State/Zip Code:
Agenda Item or Topic to address:
Signature:



Order Confirmation

Order# 0000384426

Client

HEMINGFORD SCHOOL DISTRICT 10

Phone: 3084873328

Account: 1041036

Address: PO BOX 217
HEMINGFORD NE 693480217

Payor

HEMINGFORD SCHOOL DISTRICT 10

Phone: 3084873328

Account: 1041036

Address: PO BOX 217
HEMINGFORD NE 693480217

Ad Content Proof

Note: Ad size does not reflect actual ad

MEETING NOTICE

**Regular Board Meeting at
7:00 pm on October 16th at South Campus**

Notice is hereby given that a regular meeting of the Board of Education of the School District of Hemingford, in the Counties of Box Butte, Dawes, and Sheridan in the State of Nebraska, A/K/A School District #10 of Box Butte County, Nebraska, will be held at 7:00 p.m. on Monday the 16th day of October 2023, at South Campus (816 Niobrara Avenue, Hemingford, Nebraska), which meeting shall be open to the public. An agenda for such meeting, kept continuously current, is available for public inspection at the office of the Superintendent, located at 911 Niobrara Avenue, Hemingford, Nebraska 69348.

Published in the Hemingford Ledger
Hemingford, NE
September 21, 2023 ZNEZ

Sales Rep **Accnt Rep** **Ordered By**
SSH_Open dbaker Travis

Fax:
EEmail: khanks@gubn.org

Total Amount \$6.70
Payment Amount \$0.00

Status **Materials**

Amount Due \$6.70 **Tear Sheets** **Proofs** **Affidavits** **Blind Box**
Tax Amount: 0.00 0 0 1

Payment Meth: Invoice Statement **PO Number:**

Ad Number **Ad Type** **Ad Size** **Color**
0000384426-01 CLS Legal Liner SH 1 X 23 li \$0.00

Production Method
AdBooker (Liner)

Product and Zone **Placement** **Position** **# Inserts**
HLP Ledger C-Legal Ads Meetings and Events 1

Run Schedule Invoice Text: MEETING NOTICE Regular Board Meeting at 7:00 pm on

Run Dates 9/21/2023

TagLine: MEETINGNOTICE

Hemingford Public Schools

Annual Board of Education Calendar

Month	Budget	Curriculum	Personnel	Policy	Board Development	Other
January 5:00 PM			<ul style="list-style-type: none"> • Approve Negotiated Agreement with HEA (Upon Mutual Acceptance) • Appoint Superintendent as Authorized Representative for Federal, State, and Local Matters. 	<ul style="list-style-type: none"> • Adopt Board and Superintendent Goals • Review Board Member Code of Ethics • Review/Revise Policies 	<ul style="list-style-type: none"> • Discussion and/or Appointment of Board Committees • NASB Legislative Issues Conference 	<ul style="list-style-type: none"> • Oath of Office • Board Officer Elections • Designate Depository • Designate Legal Firm • Designate Treasurer • Designate Auditor for the District • Review Report Required by State Statute 79-506
February 5:00 PM		<ul style="list-style-type: none"> • Review Report on Multicultural Education 	<ul style="list-style-type: none"> • Approve Negotiated Agreement with HEA (Upon Mutual Acceptance) 	<ul style="list-style-type: none"> • Review/Revise Policies 	<ul style="list-style-type: none"> • NASB Presidents' Retreat 	<ul style="list-style-type: none"> • Monitor Proposed Legislation
March 5:00 PM	<ul style="list-style-type: none"> • Review State Aid Certification (When Available) • Establish Technology Budget for Following Year 	<ul style="list-style-type: none"> • Curriculum Committee Review of Curriculum Materials Proposed for Adoption (as needed) • Committee on American Civics Meeting 	<ul style="list-style-type: none"> • Establish Salaries for Administrators • Approve Negotiated Agreement with HEA (Upon Mutual Acceptance) 	<ul style="list-style-type: none"> • Adopt Resolution Pertaining to Non-Resident Students • Review/Revise Policies 	<ul style="list-style-type: none"> • NRCSA Spring Conference 	<ul style="list-style-type: none"> • Discuss School Calendar • Monitor Proposed Legislation
April 7:00 PM	<ul style="list-style-type: none"> • Review State Aid Certification (When Available) 	<ul style="list-style-type: none"> • Consider Adoption of Curriculum and/or Textbooks for Subsequent Year 		<ul style="list-style-type: none"> • Review/Revise Policies 		<ul style="list-style-type: none"> • Adopt School Calendar • Review Report Required by State Statute 79-506
May 7:00 PM	<ul style="list-style-type: none"> • Review State Aid Certification (When Available) 	<ul style="list-style-type: none"> • Review Statewide Assessment Results (Writing) 		<ul style="list-style-type: none"> • Review/Revise Policies 	<ul style="list-style-type: none"> • Attend Graduation Ceremony 	
June 7:00 PM		<ul style="list-style-type: none"> • Year End Assessment and Curriculum Review • Review School Improvement Plan • Committee on American Civics Meeting 	<ul style="list-style-type: none"> • Superintendent Evaluation (first year) 	<ul style="list-style-type: none"> • Review Bullying Prevention Policy • Approve Student, Athletic, and Staff Handbooks 	<ul style="list-style-type: none"> • Board Self-Assessment and Goal Planning • NASB School Law Seminar 	

Hemingford Public Schools

Annual Board of Education Calendar

Month	Budget	Curriculum	Personnel	Policy	Board Development	Other
July 7:00 PM	<ul style="list-style-type: none"> Budget Committee Work Session Review Budget Authority and Allowable Reserve Percentage Certification 	<ul style="list-style-type: none"> Review Summer School Program Report 		<ul style="list-style-type: none"> Student Fees Policy Parent Involvement Policy 	<ul style="list-style-type: none"> NASB School Finance Workshop Review NASB Board Awards of Achievement NASB School Law Workshop 	<ul style="list-style-type: none"> Adopt Board Goals Review Report Required by State Statute 79-506
August 7:00 PM	<ul style="list-style-type: none"> Review Proposed Budget Review Certifications of District's Assessed Valuation 				<ul style="list-style-type: none"> NASB Area Membership Meeting 	<ul style="list-style-type: none"> Facilities Tour
September 7:00 PM	<ul style="list-style-type: none"> Budget Hearing Adopt Budget Tax Request Hearing Approve Tax Request for Fund Levies 	<ul style="list-style-type: none"> Review ACT Results Review School Improvement Plan Review Statewide Assessment Results (Reading, Math, Science) 	<ul style="list-style-type: none"> Consider HEA Request for Recognition as Bargaining Agent (if delivered to Board) 		<ul style="list-style-type: none"> NASA/NASB Labor Relations Conference 	<ul style="list-style-type: none"> Review Statewide Assessment Results (when available)
October 7:00 PM	<ul style="list-style-type: none"> Review Fall Enrollment Figures Prepare for Negotiations 		<ul style="list-style-type: none"> Consider HEA Request for Recognition as Bargaining Agent 			<ul style="list-style-type: none"> Review Annual Emergency Safety Plan Review Report Required by State Statute 79-506
November 5:00 PM	<ul style="list-style-type: none"> Audit Committee Review of Audit Report 	<ul style="list-style-type: none"> Review District Annual Report 	<ul style="list-style-type: none"> Distribute/Complete Superintendent Evaluation Begin Negotiations 		<ul style="list-style-type: none"> NASB/NASA State Education Conference 	
December 5:00 PM	<ul style="list-style-type: none"> Approve Fiscal Year Audit Report (November or December) 	<ul style="list-style-type: none"> Review School Improvement Plan 	<ul style="list-style-type: none"> Approve Negotiated Agreement with HEA (Upon Mutual Acceptance) Superintendent Evaluation)	<ul style="list-style-type: none"> Host Board/Staff Recognition Dinner

Revised February 2023

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Number	
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Hemingford School District—Board of Education
Public Comment Request Card
Name:
District resident: <input type="checkbox"/> Yes <input type="checkbox"/> No
Address:
City/State/Zip Code:
Agenda Item or Topic to address:
Signature:

BOX BUTTE COUNTY SCHOOL DISTRICT 07-0010
HEMINGFORD PUBLIC SCHOOLS
HEMINGFORD, NEBRASKA

September 11, 2023
Board of Education Budget Hearing Meeting Minutes

A budget hearing meeting of the Board of Education of School District 07-0010 was called to order at 7:00 PM at South Campus by Justin Ansley. Notice of the meeting was given in advance through the Hemingford Ledger. Board members were notified in advance of the meeting.

Justin Ansley: Present, Brett Cullan: Present, Rick Horstman: Present, Blanche Randolph: Present, Trish Schumacher: Present, Micki Votruba: Present.

Motion by Brett Cullan that the Agenda be approved as presented Seconded by Trish Schumacher Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

The Board Conducted a Hearing on the 2023-2024 Budgets of Expenses (This hearing covered the General Fund, Depreciation Fund, Employee Benefit Fund, Activities Fund, School Nutrition Fund, Special Building Fund, Cooperative Fund, and Student Fee Fund). An overview of the proposed budget was presented to the board and the public.

The budget hearing meeting was adjourned at 7:15 PM.

Dr. Travis Miller
Superintendent

Blanche Randolph
Board Secretary

BOX BUTTE COUNTY SCHOOL DISTRICT 07-0010
HEMINGFORD PUBLIC SCHOOLS
HEMINGFORD, NEBRASKA

September 11, 2023
Board of Education Regular Meeting Minutes

A regular meeting of the Board of Education of School District 07-0010 was called to order at 7:31 PM at South Campus by Justin Ansley. Notice of the meeting was given in advance through the Hemingford Ledger. Board members were notified in advance of the meeting.

Aiden Benda took the Oath of Office and was seated as Student Board Representative.

Justin Ansley: Present, Brett Cullan: Present, Rick Horstman: Present, Blanche Randolph: Present, Trish Schumacher: Present, Micki Votruba: Present.

Motion by Micki Votruba that the Agenda be approved as presented Seconded by Brett Cullan Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

Motion by Blanche Randolph to approve the Consent Agenda Seconded by Brett Cullan Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

Motion by Blanche Randolph General Fund claims for September be approved as presented in the amount of \$114,432.07. Seconded by Rick Horstman Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

Motion by Brett Cullan Approve the Budget for 2023-2024 as follows: General Fund \$8,404,864, Depreciation Fund \$200,000, Employee Benefit Fund \$76,499, Activities Fund \$522,984, School Nutrition Fund \$405,000, Special Building Fund \$2,799,507, Cooperative Fund \$100,000, Student Fee Fund \$0. Total all funds: \$12,508,854 Seconded by Micki Votruba Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

Motion by Trish Schumacher Approve the Resolution Setting the Property Tax Request (Resolution No. 2023-01) Seconded by Justin Ansley Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

Motion by Micki Votruba Motion to approve the first reading of proposed revised policy 801.03. Seconded by Trish Schumacher Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

Motion by Rick Horstman Approve the Purchase of a 2024 Thomas C2 School Bus for \$109,350 after Trade-in of 2012 Thomas C2 School Bus and 2001 Bluebird Motor Coach. Seconded by Justin Ansley Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

Motion by Trish Schumacher Motion to designate Blanche Randolph as the Delegate for Hemingford Public Schools Board of Education at the NASB Delegate Assembly Seconded by Justin Ansley Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

Motion by Micki Votruba Advertise for proposals for razing the abandoned home on school district property at 912 Ogallala Avenue and reach out to prospective contractors for this work. Seconded by Blanche Randolph Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

Motion by Blanche Randolph Recognize the Hemingford Education Association as the exclusive bargaining agent for the district's non-supervisory certificated staff for the 2025-2026 contract year Seconded by Justin Ansley Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

A Student Board Representative Report was provided by Aiden Benda.

Administrative Reports were provided by Mr. Arneson, Mrs. Curtis, Mrs. Plog, Mr. Westover, Mrs. Hanks, and Dr. Miller.

Policy review for the month was conducted for policies 0801.15 through 0805.01

The board will review policies 0901.00 through 0903.07 for next month.

Meeting was adjourned at 8:55 PM.

The next regular meeting of the Hemingford Board of Education will be held on October 16th at 7:00 PM at South Campus.

Dr. Travis Miller
Superintendent

Blanche Randolph
Board Secretary

BOX BUTTE COUNTY SCHOOL DISTRICT 07-0010
HEMINGFORD PUBLIC SCHOOLS
HEMINGFORD, NEBRASKA

September 11, 2023

Board of Education Special Hearing to Set the Final Tax Request Meeting Minutes

A special hearing to set the final tax request meeting of the Board of Education of School District 07-0010 was called to order at 7:15 PM at South Campus by Justin Ansley. Notice of the meeting was given in advance through the Hemingford Ledger. Board members were notified in advance of the meeting.

Justin Ansley: Present, Brett Cullan: Present, Rick Horstman: Present, Blanche Randolph: Present, Trish Schumacher: Present, Micki Votruba: Present.

Motion by Trish Schumacher that the Agenda be approved as presented Seconded by Brett Cullan Roll Call: Ansley: Aye, Cullan: Aye, Horstman: Aye, Randolph: Aye, Schumacher: Aye, Votruba: Aye 6-0 Motion carried.

The Board Conducted a Hearing on the Property Tax Levy for 2023-2024 for the General Fund and Special Building Fund. An overview of the proposed tax request was presented to the board and the public.

The special hearing to set the final tax request meeting was adjourned at 7:26 PM.

Dr. Travis Miller
Superintendent

Blanche Randolph
Board Secretary

HEMINGFORD PUBLIC SCHOOLS

October 16, 2023

GENERAL FUND:

Statement Balance 09-30-2023	\$1,139,908.15
G/F MM Statement Balance 09-30-2023	\$ 417,359.12
3 Month CD - Mat. 11-29-23	\$ 300,000.00
3 Month CD – Mat. 12-27-23	\$ 300,000.00
- Outstanding Checks	<u>\$ 1,858.14</u>
Balance 09-30-2023	\$2,155,409.13

+ October Tax Receipts: \$ 504,254.54

Subtotal: General Fund **\$2,659,663.67**

October Bills: \$ 545,903.85 - \$300,000 (CD) = \$ 245,903.85

October Payroll: \$ 512,091.81

-Total October Expenses: \$ 757,995.66

Balance General Fund: **\$1,901,668.01**

BUILDING FUND:

Checking Balance 09-30-2023	\$ 756,052.53
Liquid Asset Fund	\$ 420,981.17
4 CD's : 30 Month – (BOW) - Mat. 10-18-23	\$ 155,596.42
12 Month – Mat. 10-20-23	\$ 157,059.21
3 Month – Mat. 11-29-23	\$ 500,000.00
3 Month – Mat. 12-27-23	\$ 500,000.00

October Tax Receipts: \$ 24,280.93

Building Fund Balance 09-30-2023 **\$2,513,970.26**

Regular; Beginning Month 09/2023; Processing Month 10/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	3,600.00	0.00	0.00	0.00	3,600.00
05 704 1010	ATHLETICS / ACTIVITIES	120,892.83	11,807.33	14,880.42	0.00	123,965.92
05 704 1020	ATHLETIC CLUB / CONCESSION STAND	1,097.62	2,088.08	3,152.11	0.00	2,161.65
05 704 1025	RANDOM DRUG TESTING	0.00	3,741.14	0.00	0.00	(3,741.14)
05 704 1030	CHEERLEADERS - FUNDRAISING	3,383.61	12,328.05	2,565.00	0.00	(6,379.44)
05 704 1035	FOOTBALL FUNDRAISING	24,843.92	14,056.00	200.00	0.00	10,987.92
05 704 1036	FOOTBALL	0.00	199.00	0.00	0.00	(199.00)
05 704 1040	VOLLEYBALL - FUNDRAISING	5,142.71	1,574.37	60.00	0.00	3,628.34
05 704 1041	VOLLEYBALL	0.00	150.00	0.00	0.00	(150.00)
05 704 1044	WRESTLING	0.00	279.98	0.00	0.00	(279.98)
05 704 1045	BOYS WRESTLING FUNDRAISER	4,215.90	0.00	347.99	0.00	4,563.89
05 704 1046	GIRLS WRESTLING FUNDRAISER	0.00	0.00	265.95	0.00	265.95
05 704 1050	XC FUNDRAISER	3,883.79	0.00	726.92	0.00	4,610.71
05 704 1051	XC	0.00	849.00	0.00	0.00	(849.00)
05 704 1054	TRACK	0.00	1,036.68	0.00	0.00	(1,036.68)
05 704 1055	TRACK FUNDRAISING	501.46	0.00	0.00	0.00	501.46
05 704 1056	GIRLS ATH FUNDRAISING	4,265.92	0.00	0.00	0.00	4,265.92
05 704 1999	GRADUATED CLASSES	8,783.66	0.00	0.00	0.00	8,783.66
05 704 2023	CLASS OF 2023	69.81	0.00	0.00	0.00	69.81
05 704 2024	CLASS OF 2024	2,120.29	500.00	0.00	0.00	1,620.29
05 704 2025	CLASS OF 2025	6,805.09	0.00	0.00	0.00	6,805.09
05 704 2026	CLASS OF 2026	1,195.00	0.00	0.00	0.00	1,195.00
05 704 2027	CLASS OF 2027	1,042.90	0.00	0.00	0.00	1,042.90
05 704 2028	CLASS OF 2028	180.00	0.00	0.00	0.00	180.00
05 704 3010	WORLDSTRIDES	2,779.18	0.00	70.71	0.00	2,849.89
05 704 3015	SPEECH	0.00	0.00	0.00	0.00	0.00
05 704 3020	ONE ACT	2,500.00	48.11	0.00	0.00	2,451.89
05 704 3030	FFA	22,009.34	1,829.33	560.00	0.00	20,740.01
05 704 3035	FFA - SHOP MATERIALS	6,841.88	180.40	200.00	0.00	6,861.48
05 704 3040	FCCLA	432.49	485.69	180.00	0.00	126.80
05 704 3050	NHS - HONOR SOCIETY	1,000.00	0.00	0.00	0.00	1,000.00
05 704 3070	MUSIC	5,612.13	496.95	0.00	0.00	5,115.18
05 704 3080	SCHOLARSHIPS	2,252.00	0.00	108.00	0.00	2,360.00
05 704 3090	STUCO - MIDDLE SCHOOL	4,207.98	0.00	0.00	0.00	4,207.98
05 704 3100	STUDENT COUNCIL - HS	3,339.52	341.75	0.00	0.00	2,997.77
05 704 3110	HEALTH PROFESSIONS CLUB	989.17	0.00	0.00	0.00	989.17

Activity Fund Balance Report - Summary - Exclude Encumbrances
 09/2023 - 10/2023

Regular; Beginning Month 09/2023; Processing Month 10/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 3120	YEARBOOK	11,985.33	0.00	1,105.00	0.00	13,090.33
05 704 3200	SCIENCE	906.07	0.00	0.00	0.00	906.07
05 704 4010	COURTESY FUND	2,266.02	0.00	0.00	0.00	2,266.02
05 704 4020	ELEMENTARY TEACHERS	8,932.30	0.00	0.00	0.00	8,932.30
05 704 4021	ELEM PRINCIPAL FUND	1,017.28	0.00	0.00	0.00	1,017.28
05 704 4025	HIGH SCHOOL TEACHERS	8,077.81	0.00	0.00	0.00	8,077.81
05 704 4026	HS PRINCIPAL FUND	2,276.01	0.00	0.00	0.00	2,276.01
05 704 4040	MISC/STUDENT OPPORTUNITIES	3,040.22	58.92	0.00	0.00	2,981.30
05 704 4045	BOOKFAIR	5,172.54	0.00	0.00	0.00	5,172.54
05 704 4050	FINE ARTS & CULTURE CLUB	1,177.82	0.00	0.00	0.00	1,177.82
05 704 4060	HOPE SQUAD	2,963.12	83.97	174.69	0.00	3,053.84
05 704 4070	BOBCAT CARES	1,050.00	0.00	0.00	0.00	1,050.00
Fund Total: 05		<u>292,852.72</u>	<u>52,134.75</u>	<u>24,596.79</u>	<u>0.00</u>	<u>265,314.76</u>

Expenditure Report by Function/Object -
Summary

10/13/2023 09:55 AM

Regular; Processing Month 10/2023; Function Number 94 Records Selected; Fund
Number 01

User ID: KAH

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
01	GENERAL FUND								
0500	0500	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1100	REGULAR INSTRUCTIONAL PROGRAMS	0.00	277,197.75	551,892.16	0.00	(551,892.16)	0.00	7,855.76	(559,747.92)
1120	1120	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1130	1130	0.00	376.90	923.07	0.00	(923.07)	0.00	119.94	(1,043.01)
1140	1140	0.00	403.50	403.50	0.00	(403.50)	0.00	198.00	(601.50)
1150	VO AG PROGRAM	0.00	661.24	2,163.57	0.00	(2,163.57)	0.00	2,127.91	(4,291.48)
1160	PROVERTY PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1170	1170	0.00	0.00	38.99	0.00	(38.99)	0.00	149.19	(188.18)
1180	1180	0.00	417.71	707.01	0.00	(707.01)	0.00	3,350.99	(4,058.00)
1190	EARLY CHILDHOOD ED PROGRAMS	0.00	13,183.92	27,280.50	0.00	(27,280.50)	0.00	1,121.95	(28,402.45)
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	0.00	65,920.51	126,251.58	0.00	(126,251.58)	0.00	1,135.19	(127,386.77)
1291	SPED AGES 3-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1292	SPED AGES 0-2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1300	SUMMER SCHOOL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2120	GUIDANCE SERVICES	0.00	7,082.10	13,051.41	0.00	(13,051.41)	0.00	180.00	(13,231.41)
2130	HEALTH SERVICES	0.00	4,940.86	10,454.98	0.00	(10,454.98)	0.00	1,756.29	(12,211.27)
2140	PSYCHOLOGICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2141	PSYCHOLOGICAL SERVICES SPED SCHOOL AGE	0.00	2,989.80	2,989.80	0.00	(2,989.80)	0.00	0.00	(2,989.80)
2142	PSYCHOLOGICAL SERVICES SPED AGE 3-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2150	SPEECH & AUDIOLOGY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2151	SPEECH & AUDIOLOGY SERV SPED SCHOOL AGE	0.00	4,801.37	4,801.37	0.00	(4,801.37)	0.00	0.00	(4,801.37)
2152	SPEECH & AUDIOLOGY SERV SPED AGE 3-5	0.00	2,939.60	2,939.60	0.00	(2,939.60)	0.00	0.00	(2,939.60)
2153	SPEECH & AUDIOLOGY SERV SPED AGE 0-2	0.00	1,469.81	1,469.81	0.00	(1,469.81)	0.00	0.00	(1,469.81)
2161	OT SERVICES SPED SCHOOL AGE	0.00	2,242.04	4,459.71	0.00	(4,459.71)	0.00	0.00	(4,459.71)
2162	OT SERVICES SPED AGE 3-5	0.00	73.11	146.22	0.00	(146.22)	0.00	0.00	(146.22)
2163	OT SERVICES SPED AGE 0-2	0.00	121.85	1,296.24	0.00	(1,296.24)	0.00	0.00	(1,296.24)
2171	PT SERVICES SPED SCHOOL AGE	0.00	1,408.68	1,408.68	0.00	(1,408.68)	0.00	0.00	(1,408.68)
2172	PT SERVICES SPED AGE 3-5	0.00	135.00	135.00	0.00	(135.00)	0.00	0.00	(135.00)
2173	PT SERVICES SPED AGE 0-2	0.00	913.06	913.06	0.00	(913.06)	0.00	0.00	(913.06)
2180	VISION SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2181	VISION SERVICES SPED SCHOOL AGE	0.00	506.25	2,310.07	0.00	(2,310.07)	0.00	0.00	(2,310.07)
2182	VISION SERVICES SPED AGE 3-5	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2190	OTHER PUPIL SUPPORT SERVICES	0.00	573.30	573.30	0.00	(573.30)	0.00	0.00	(573.30)
2210	IMPROVEMENT OF INSTRUCTION	0.00	75.00	230.51	0.00	(230.51)	0.00	89.90	(320.41)
2211	SCHOOL IMPROVEMENT	0.00	1,495.00	1,495.00	0.00	(1,495.00)	0.00	50.00	(1,545.00)
2212	INST STAFF CURR DEV	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2213	INST STAFF TRAINING	0.00	0.00	1,500.00	0.00	(1,500.00)	0.00	125.00	(1,625.00)
2214	IMPLEMENTATION OF STANDARDS	0.00	0.00	1,348.34	0.00	(1,348.34)	0.00	0.00	(1,348.34)
2220	LIBRARY/MEDIA SERVICES	0.00	3,999.39	6,919.61	0.00	(6,919.61)	0.00	0.00	(6,919.61)
2224	EDUCATIONAL TELEVISION SERVICES	0.00	2,319.59	4,047.92	0.00	(4,047.92)	0.00	0.00	(4,047.92)
2230	INSTRUCTION-RELATED TECHNOLOGY	0.00	2,746.43	14,322.51	0.00	(14,322.51)	0.00	10,073.40	(24,395.91)
2240	ACADEMIC STUDENT ASSESSMENT	0.00	0.00	0.00	0.00	0.00	0.00	8,329.43	(8,329.43)
2310	BOARD OF EDUCATION	0.00	6,639.35	7,202.35	0.00	(7,202.35)	0.00	140.34	(7,342.69)
2320	EXECUTIVE ADMINISTRATION	0.00	15,376.49	30,309.19	0.00	(30,309.19)	0.00	199.99	(30,509.18)
2330	DISTRICT LEGAL SERVICES	0.00	990.00	2,090.00	0.00	(2,090.00)	0.00	0.00	(2,090.00)
2410	OFFICE OF PRINCIPAL	0.00	34,224.09	72,272.42	0.00	(72,272.42)	0.00	1,625.38	(73,897.80)
2510	GENERAL ADMIN-BUSINESS SERVICE	0.00	8,554.83	20,974.11	0.00	(20,974.11)	0.00	703.97	(21,678.08)
2530	PRINT, PUB, DUP SERVICES	0.00	1,242.81	2,111.70	0.00	(2,111.70)	0.00	0.00	(2,111.70)
2570	PERSONNEL SERVICES	0.00	168.00	366.00	0.00	(366.00)	0.00	0.00	(366.00)
2580	ADMIN TECH SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2610	SUPPORT SERVICES OPERATION OF BUILDING	0.00	33,330.16	58,684.45	0.00	(58,684.45)	0.00	963.34	(59,647.79)
2620	SUPPORT SERVICES-MAINT OF BUILDING	0.00	19,877.43	44,698.84	0.00	(44,698.84)	0.00	7,597.08	(52,295.92)

**Expenditure Report by Function/Object -
Summary**

10/13/2023 09:55 AM

Regular; Processing Month 10/2023; Function Number 94 Records Selected; Fund
Number 01

User ID: KAH

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
2630 2630	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2650 VEHICLE OPP, ACQUISITION AND MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2670 SAFETY	0.00	1,800.00	9,829.49	0.00	(9,829.49)	0.00	7,962.62	(17,792.11)
2710 VEHICLE OPP & PURCH REG ED	0.00	45,402.51	186,428.77	0.00	(186,428.77)	0.00	0.00	(186,428.77)
2711 VEHICLE OPP & PURCH LCC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2712 VEHICLE OPP & PURCH SCHOOL AGE SPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2713 VEHICLE OPP & PURCH AGE 0-5 SPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2730 VEHICLE SERV & MAINT REG ED	0.00	5,226.05	17,971.11	0.00	(17,971.11)	0.00	0.00	(17,971.11)
2732 VEHICLE SERV & MAINT SCHOOL AGE SPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2760 2760	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2790 OTHER TRANS REG STUDENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2792 OTHER TRANS SCHOOL AGE SPED	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3300 COMMUNITY SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3500 STATE CATEGORICAL PROGRAMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3512 DISTANCE EDUCATION INCENTIVE PAYMENTS	0.00	2,239.51	3,729.59	0.00	(3,729.59)	0.00	0.00	(3,729.59)
3535 HIGH ABILITY LEARNERS	0.00	540.34	798.68	0.00	(798.68)	0.00	130.00	(928.68)
4320 4320	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4700 BUILDING IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	0.00	3,385.50	(3,385.50)
6000 6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6200 TITLE I, PART A ESSA IMP BASIC BY LOCAL	0.00	9,162.36	19,195.68	0.00	(19,195.68)	0.00	0.00	(19,195.68)
6210 TITLE I PART A ACCT ESSA IMPROV BASIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6310 TITLE II, PART A ESSA SUPP EFF INSTUCT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6401 6401	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6402 IDEA PART B(611) BASE ALLOC TRANS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6403 IDEA PART B(611) BASE ALLOC-SCHOOL AGE	0.00	30,695.59	30,695.59	0.00	(30,695.59)	0.00	0.00	(30,695.59)
6404 IDEA PART B(611) BASE ALLOC BIRTH TO 4	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6406 IDEA PRESCHOOL(619) BASE ALLOC	0.00	587.92	874.53	0.00	(874.53)	0.00	0.00	(874.53)
6410 IDEA ENROLLMENT/POVERTY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6421 IDEA PART-B ARP-BASE&ENROLLMENT POVERTY BIRTH-21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6700 FED VOC & APP TECH ED (CARL PERKINS)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6810 6810	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6960 6960	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6985 6985	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6990 OTHER FED CATEGORICAL RECEIPTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6992 REAP	0.00	0.00	20,949.00	0.00	(20,949.00)	0.00	6,143.00	(27,092.00)
6996 6996	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6997 ESSER II	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6998 ESSER III	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8000 TRANSFERS (OUTGOING)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8002 XFER FROM G/F TO DEPRECIATION FD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8010 TRANSFER FROM G/F TO COOP FD	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9000 NON-PROGRAM EXPENDITURES	0.00	1,786.77	303,573.54	0.00	(303,573.54)	0.00	0.00	(303,573.54)
01 GENERAL FUND	0.00	616,837.98	1,619,228.56	0.00	(1,619,228.56)	0.00	65,514.17	(1,684,742.73)

Vendor Name	Description	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND	
ACTION COMMUNICATIONS INC./DBA C&R ELETRONICS	INSTALL RADIO IN NEW BUS	628.90
Check Number 6199 Total	ACTION COMMUNICATIONS INC./DBA C&R ELETRONICS	<u>628.90</u>
ADAMSON AUTOMOTIVE	BUS SERVICE/REPAIR	5,226.05
Check Number 6200 Total	ADAMSON AUTOMOTIVE	<u>5,226.05</u>
ALLIANCE GROCERY KART	Staff back to school lunch	155.51
Check Number 6187 Total	ALLIANCE GROCERY KART	<u>155.51</u>
ALLIANCE TIMES HERALD	ONLINE SUBSCRIPTION	25.00
Check Number 6201 Total	ALLIANCE TIMES HERALD	<u>25.00</u>
AMAZON	Computer Keyboard	114.99
AMAZON	three walkman cassette players	59.94
AMAZON	Beginning of year supplies	584.02
AMAZON	CLASSROOM SUPPLY	32.97
AMAZON	Earpiece for Radio	24.00
AMAZON	AG ED SUPPLY	224.93
AMAZON	AG ED SUPPLY	61.88
AMAZON	POSTER SUPPLIES	35.92
AMAZON	AG ED REPAIR	11.95
AMAZON	Computer & tuning fork	106.37
AMAZON	Power Strips	80.97
AMAZON	AG ED SUPPLY	34.99
AMAZON	HS PRIN SUPPLY - ERROR	9.80
AMAZON	Replacement speakers for Mrs. Neefe	175.11
Check Number 6187 Total	AMAZON	<u>1,557.84</u>
APPLE INC.	MacBook Pro for Art	1,808.00
APPLE INC.	iPad for Coach Gomez for wrestling	658.00
APPLE INC.	iPad for Mr. Gomez and his Swivl tech.	948.00
Check Number 6187 Total	APPLE INC.	<u>3,414.00</u>
B & C STEEL CORP.	ROUND TUBES/SQUARE TUBES	344.73
Check Number 6202 Total	B & C STEEL CORP.	<u>344.73</u>
BLACK HILLS ENERGY	GAS - SCHOOL	248.07
Check Number 6203 Total	BLACK HILLS ENERGY	<u>248.07</u>
BLOEDORN'S LUMBER CO.	PAINT TRY/PAINT	273.98
BLOEDORN'S LUMBER CO.	PAINT	247.96
BLOEDORN'S LUMBER CO.	DRILL BIT; SOD CUTTER RENTAL	213.10
BLOEDORN'S LUMBER CO.	PLYWOOD	256.92
Check Number 6204 Total	BLOEDORN'S LUMBER CO.	<u>991.96</u>
BOX BUTTE CO. TREASURER	REGISTRATION - NEW SUB Z71	7.00
Check Number 6187 Total	BOX BUTTE CO. TREASURER	<u>7.00</u>
BUD'S PEST CONTROL	PEST CONTROL	175.00
Check Number 6205 Total	BUD'S PEST CONTROL	<u>175.00</u>
CAPITAL BUSINESS SYSTEMS, INC	STAPLE CARTRIDGES	195.00

Vendor Name	Description	Amount
CAPITAL BUSINESS SYSTEMS, INC	COPIER LEASE PYMT	868.89
CAPITAL BUSINESS SYSTEMS, INC	COPIER LEASE PMT	1,047.81
Check Number 6206 Total	CAPITAL BUSINESS SYSTEMS, INC	<u>2,111.70</u>
CENGAGE LEARNING	Business Law Books	368.88
Check Number 6207 Total	CENGAGE LEARNING	<u>368.88</u>
CHADRON STATE COLLEGE	CSC Campus Tour 8th Grade	495.35
CHADRON STATE COLLEGE	CSC Scholastics Day - Lunch	307.40
Check Number 6209 Total	CHADRON STATE COLLEGE	<u>802.75</u>
CLASS INTERCOM	ANNUAL CLASS INTERCOM SUBSCRIPTION	1,495.00
Check Number 6210 Total	CLASS INTERCOM	<u>1,495.00</u>
CRESCENT ELECTRIC SUPPLY CO.	LIGHT BALLASTS	270.91
Check Number 6211 Total	CRESCENT ELECTRIC SUPPLY CO.	<u>270.91</u>
CROSSROADS MUSIC	Band Books for Band Curriculum & Reeds	231.90
Check Number 6212 Total	CROSSROADS MUSIC	<u>231.90</u>
CULLIGAN WATER CONDITIONING	REVERSE OSMOSIS	13.90
CULLIGAN WATER CONDITIONING	SERVICE/RENT	188.42
Check Number 6213 Total	CULLIGAN WATER CONDITIONING	<u>202.32</u>
CURTISS, MORAVEK & CURTISS	DRAFT AGREEMENT WITH AG SOCIETY	225.00
Check Number 6214 Total	CURTISS, MORAVEK & CURTISS	<u>225.00</u>
DARREN'S CARQUEST AUTO PARTS	MAINTENANCE SUPPLY	201.24
Check Number 6215 Total	DARREN'S CARQUEST AUTO PARTS	<u>201.24</u>
DAS STATE ACCOUNTING - CENTRAL FINANCE	PARTICIPATION FEE -AUGUST	267.63
DAS STATE ACCOUNTING - CENTRAL FINANCE	SEPT PARTICIPATION FEE	267.63
Check Number 6216 Total	DAS STATE ACCOUNTING - CENTRAL FINANCE	<u>535.26</u>
DAVE'S PHARMACY CENTRAL OFFICE	NEBULIZER SOLVENT	26.95
Check Number 6217 Total	DAVE'S PHARMACY CENTRAL OFFICE	<u>26.95</u>
ED PUZZLE	SCIENCE SUBSCRIPTION	11.50
Check Number 6187 Total	ED PUZZLE	<u>11.50</u>
EDUCATIONAL SERVICE UNIT #13	DL;INTERNET;NEVA;PBDS;MIPS;SUBS;COUNSEL	2,848.88
EDUCATIONAL SERVICE UNIT #13	PSYCH;LOW VISION;SPED INSERVICE	3,861.92
Check Number 6219 Total	EDUCATIONAL SERVICE UNIT #13	<u>6,710.80</u>
EITLER, TRACY	MILEAGE REIMBURSEMENT	106.40
Check Number 6220 Total	EITLER, TRACY	<u>106.40</u>
EMBASSY SUITES- LINCOLN	LABOR RELATIONS MTG	402.00
Check Number 6221 Total	EMBASSY SUITES- LINCOLN	<u>402.00</u>
ESU #16	WORLD LANGUAGE WKSHP	75.00
Check Number 6222 Total	ESU #16	<u>75.00</u>

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Posted - All; Batch Description 3 Records Selected

User ID: KAH

Vendor Name	Description	Amount
FARMERS COOP	BANJO MENDERS	10.24
FARMERS COOP	MOUSE TRAPS	8.98
FARMERS COOP	WASP SPRAY	12.98
FARMERS COOP	MAINTENANCE SUPPLY	20.62
FARMERS COOP	IMPACT POWER TOOL BIT	11.97
FARMERS COOP	CABLE TIES	21.98
Check Number 6223 Total	FARMERS COOP	<u>86.77</u>
FUEL TRIPS- ELAN	FUELSPED MTG - NP	79.00
Check Number 6187 Total	FUEL TRIPS- ELAN	<u>79.00</u>
GARRETT ELECTRONICS INC.	Metal Detector	195.00
Check Number 6187 Total	GARRETT ELECTRONICS INC.	<u>195.00</u>
H & H SANITATION	MONTHLY ROLL OFF BOX RENTAL	120.00
Check Number 6224 Total	H & H SANITATION	<u>120.00</u>
HEMINGFORD CO-OP TELEPHONE CO	TELEPHONE/INTERNET	1,401.28
Check Number 6225 Total	HEMINGFORD CO-OP TELEPHONE CO	<u>1,401.28</u>
HEMINGFORD MUNICIPAL UTILITIE	UTILITIES	11,206.85
HEMINGFORD MUNICIPAL UTILITIE	WATER LINE REPAIR	1,277.60
Check Number 6226 Total	HEMINGFORD MUNICIPAL UTILITIE	<u>12,484.45</u>
HERNANDEZ, ALISHA	MILEAGE SEPT	103.60
Check Number 6227 Total	HERNANDEZ, ALISHA	<u>103.60</u>
IDEAL LINEN AND UNIFORM	CUSTODIAL SUPPLIES	94.35
IDEAL LINEN AND UNIFORM	CUSTODIAL SUPPLY	94.70
IDEAL LINEN AND UNIFORM	CUSTODIAL SUPPLIES	94.70
Check Number 6228 Total	IDEAL LINEN AND UNIFORM	<u>283.75</u>
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	171.12
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	100.63
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	42.18
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	1,800.99
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	38.17
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	76.94
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	918.99
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	28.87
IDEAL/BLUFFS FACILITY SOLUTIONS	CUSTODIAL SUPPLIES	2,312.89
Check Number 6229 Total	IDEAL/BLUFFS FACILITY SOLUTIONS	<u>5,490.78</u>
INNOVATIVE OFFICE SOLUTIONS, LLC	Toner	750.93
INNOVATIVE OFFICE SOLUTIONS, LLC	Toner	475.32
INNOVATIVE OFFICE SOLUTIONS, LLC	Toner	358.72
Check Number 6230 Total	INNOVATIVE OFFICE SOLUTIONS, LLC	<u>1,584.97</u>
JACKS REFRIGERATION SERVICE	AC REPAIR - MOTOR MODULE	1,585.16
Check Number 6231 Total	JACKS REFRIGERATION SERVICE	<u>1,585.16</u>
JOURNEYED.COM, INC.	Software for Server, 3-year coverage	118.66
Check Number 6232 Total	JOURNEYED.COM, INC.	<u>118.66</u>

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User ID: KAH

Vendor Name	Description	Amount
KEATING & ASSOCIATES, INC.	CAFETERIA PLAN PARTICIPATION FEE	147.50
Check Number 6233 Total	KEATING & ASSOCIATES, INC.	147.50
KRESL, SAMANTHA	SEPT MILEAGE	141.87
Check Number 6234 Total	KRESL, SAMANTHA	141.87
KSB School Law PC, LLO	LEGAL SERVICES	765.00
Check Number 6235 Total	KSB School Law PC, LLO	765.00
KUDER, INC.	KUDER program	69.95
Check Number 6236 Total	KUDER, INC.	69.95
LESSON PIX, INC	online subscription	36.00
Check Number 6187 Total	LESSON PIX, INC	36.00
LIFEGUARD MD, INC.	AED PADS	168.00
Check Number 6237 Total	LIFEGUARD MD, INC.	168.00
LINCOLN JOURNAL STAR	SUPT SUBSCRIPTION	10.99
Check Number 6187 Total	LINCOLN JOURNAL STAR	10.99
LISA BRIGGS, OT, LLC	OT SERVICES/ MILEAGE	2,437.00
Check Number 6238 Total	LISA BRIGGS, OT, LLC	2,437.00
MAILCHIMP	SOFTWARE SUBSCRIPTION-SUPT	13.00
Check Number 6187 Total	MAILCHIMP	13.00
MAIN STREET APPLIANCE	APPLIANCES - SUPT HOUSE	4,300.00
Check Number 6239 Total	MAIN STREET APPLIANCE	4,300.00
MAR-BOW MUSIC CO.	Elementary Instrument Repair	145.00
Check Number 6240 Total	MAR-BOW MUSIC CO.	145.00
MATHCOUNTS.ORG	MathCounts Registration	382.00
Check Number 6241 Total	MATHCOUNTS.ORG	382.00
MC SIGNS AND DECALS	Student Recognition Items (Cups)	2,100.00
MC SIGNS AND DECALS	Key Cutting	7.50
Check Number 6242 Total	MC SIGNS AND DECALS	2,107.50
MCGRAW-HILL, LLC	JH MATH TEXTBOOKS	602.42
MCGRAW-HILL, LLC	Textbooks for dual credit biology	584.04
Check Number 6243 Total	MCGRAW-HILL, LLC	1,186.46
MOBIUS COMMUNICATIONS CO	INSTALL, NETWORK, SET UP FAX MACHINE	349.95
MOBIUS COMMUNICATIONS CO	4TH QTR MONITORING FEE	600.00
Check Number 6244 Total	MOBIUS COMMUNICATIONS CO	949.95
NAFME	Professional Membership	137.00
Check Number 6187 Total	NAFME	137.00
NASB	NASB State Conference Registrations	1,281.00
NASB	NASB State Conference Registration	427.00

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User ID: KAH

Vendor Name	Description	Amount
Check Number 6245 Total NASB		1,708.00
NASCO EDUCATION	Sketchbooks for HS Art Classes	238.50
Check Number 6246 Total NASCO EDUCATION		238.50
NATA	NATA Fall Conference Registration	165.00
Check Number 6247 Total NATA		165.00
NATIONAL ART AND SCHOOL SUPPLIES	COOP ORDER-ELEM	22.80
Check Number 6248 Total NATIONAL ART AND SCHOOL SUPPLIES		22.80
NCECBVI	PAYMENT 1 OF 10	4,900.00
NCECBVI	PAYMENT 2 OF 10	4,900.00
Check Number 6249 Total NCECBVI		9,800.00
NE COUNCIL OF SCHOOL ADMINISTRATORS	NASES FALL CONF REGISTRATION	150.00
NE COUNCIL OF SCHOOL ADMINISTRATORS	Labor Relations Conference Registrations	795.00
Check Number 6250 Total NE COUNCIL OF SCHOOL ADMINISTRATORS		945.00
NE DEPARTMENT OF MOTOR VEHICLES	COMMERCIAL DR LIC RENEWALS	64.00
Check Number 6187 Total NE DEPARTMENT OF MOTOR VEHICLES		64.00
NE SAFETY CENTER	LEVEL 2 TRAINING	125.00
Check Number 6251 Total NE SAFETY CENTER		125.00
NEBRASKA BANK	PURCHASE 3 MO CD #2 - G/F	300,000.00
Check Number 6188 Total NEBRASKA BANK		300,000.00
NEBRASKA DEPT OF EDUCATION	MTSS Conference	750.00
Check Number 6185 Total NEBRASKA DEPT OF EDUCATION		750.00
NEBRASKA LIBRARY COMMISSION	OVERDRIVE ANNUAL PARTICIPATION FEE	500.00
Check Number 6252 Total NEBRASKA LIBRARY COMMISSION		500.00
ORGANIZATION OF AMERICAN KODALY EDUCATORS, INC	Professional Membership	60.00
Check Number 6187 Total ORGANIZATION OF AMERICAN KODALY EDUCATORS, INC		60.00
PANHANDLE SALES & SERVICE	LOCKSET;LOCK SERVICE	450.00
Check Number 6253 Total PANHANDLE SALES & SERVICE		450.00
PAUL REED CONSTRUCTION	ROCK FOR SCHOOL FRONT	781.50
Check Number 6187 Total PAUL REED CONSTRUCTION		781.50
POWERSCHOOL GROUP LLC	APPLICANT TRACKING/JOB BOARD	1,042.80
Check Number 6254 Total POWERSCHOOL GROUP LLC		1,042.80
PROTEX CENTRAL INC.	SPRINKLER SYSTEM INSPECTION	1,200.00
Check Number 6255 Total PROTEX CENTRAL INC.		1,200.00
QUICKCARE MEDICAL SERVICES	BUS PHYSICAL	125.00
QUICKCARE MEDICAL SERVICES	BUS PHYSICAL	125.00
Check Number 6256 Total QUICKCARE MEDICAL SERVICES		250.00

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User ID: KAH

Vendor Name	Description	Amount
QUILL CORPORATION	HS OFFICE SUPPLIES	217.74
Check Number 6187 Total	QUILL CORPORATION	217.74
R&J INDUSTRIES	EXCAVATE/HAUL AWAY FRONT OF SCHOOL AREA	475.00
Check Number 6257 Total	R&J INDUSTRIES	475.00
RABEN'S MARKET	GROCERIES FOR FCS CLASSES	417.71
Check Number 6258 Total	RABEN'S MARKET	417.71
REGION V ELEMNETARY PRINCIPALS	Region V Elem Prin Dues	60.00
Check Number 6259 Total	REGION V ELEMNETARY PRINCIPALS	60.00
REIF ENTERPRISE	WINTERIZE SPRINKLER SYSTEM-SUPT HOUSE	50.00
Check Number 6260 Total	REIF ENTERPRISE	50.00
ROCKY MOUNTAIN AIR SOLUTIONS	GAS RENTAL	47.62
Check Number 6261 Total	ROCKY MOUNTAIN AIR SOLUTIONS	47.62
ROES FARMS TRUCKING LLC	ROCK TRANSPORT	988.57
Check Number 6262 Total	ROES FARMS TRUCKING LLC	988.57
ROTH, MIKAELA	SEPT MILEAGE	106.40
Check Number 6263 Total	ROTH, MIKAELA	106.40
SCHOOL BOARD SUPPORT SERVICES	SALARY ARRAY SERVICES	1,800.00
Check Number 6264 Total	SCHOOL BOARD SUPPORT SERVICES	1,800.00
SCHOOL SPECIALTY LLC	ELEM COLORED ROLL PAPER	323.22
Check Number 6265 Total	SCHOOL SPECIALTY LLC	323.22
SELECTBLINDS.COM	Vertical Blinds for the HHS office.	93.11
Check Number 6187 Total	SELECTBLINDS.COM	93.11
SOAR PEDIATRIC THERAPY, LLC	PT SERVICES/MILEAGE	2,456.74
Check Number 6266 Total	SOAR PEDIATRIC THERAPY, LLC	2,456.74
SORENSEN PLUMBING, LLC	SEWER MACHINE/PARTS	250.00
SORENSEN PLUMBING, LLC	PLUMBING SERVICE-SUPT HOUSE	310.00
Check Number 6267 Total	SORENSEN PLUMBING, LLC	560.00
STAPLES BUSINESS ADVANTAGE	Office supplies	69.47
Check Number 6187 Total	STAPLES BUSINESS ADVANTAGE	69.47
TEACHER DIRECT	headphones	66.40
Check Number 6268 Total	TEACHER DIRECT	66.40
TEACHER INNOVATIONS, INC	12 month Planbook subscription	445.50
Check Number 6269 Total	TEACHER INNOVATIONS, INC	445.50
TIME MANAGEMENT SYSTEMS, INC.	TMS/RED ROVER CONTRACT-BAL DUE	5,760.00
Check Number 6183 Total	TIME MANAGEMENT SYSTEMS, INC.	5,760.00

Vendor Name	Description	Amount
TRITLE PLUMBING	WATER HEATER AND PARTS	1,090.00
Check Number 6270 Total	TRITLE PLUMBING	<u>1,090.00</u>
TRUCK CENTER COMPANIES	2024 THOMAS BUS C2 VIN -5130	109,350.00
Check Number 6186 Total	TRUCK CENTER COMPANIES	<u>109,350.00</u>
U.S. POSTAL SERVICE	ELEM RECORDS POSTAGE	3.03
Check Number 6187 Total	U.S. POSTAL SERVICE	<u>3.03</u>
UNMC CENTER FOR CONTINUING EDUCATION	STAFF CPR TRAINING	168.00
Check Number 6271 Total	UNMC CENTER FOR CONTINUING EDUCATION	<u>168.00</u>
VALOR GENERAL STORE	MAINTENANCE SUPPLY	15.18
VALOR GENERAL STORE	MAINTENANCE SUPPLY	22.98
VALOR GENERAL STORE	MAINTENANCE SUPPLY	8.99
VALOR GENERAL STORE	MAINTENANCE SUPPLY	31.16
VALOR GENERAL STORE	CUSTODIAL SUPPLIES	3.99
Check Number 6272 Total	VALOR GENERAL STORE	<u>82.30</u>
VILLAGE PIZZA	OPEN HOUSE	274.50
Check Number 6187 Total	VILLAGE PIZZA	<u>274.50</u>
WALL STREET JOURNAL	WSJ SUBSCRIPTION	38.99
Check Number 6187 Total	WALL STREET JOURNAL	<u>38.99</u>
WALMART	Misc classroom supplies markers, paints	112.62
WALMART	Picture Frames and hangers	189.14
Check Number 6187 Total	WALMART	<u>301.76</u>
WESTCO	SEPT FUEL	7,648.47
Check Number 6273 Total	WESTCO	<u>7,648.47</u>
WESTERN NE NEWSPAPERS	SB MTG/BUDGET REQUEST ADVERTISING	512.85
Check Number 6274 Total	WESTERN NE NEWSPAPERS	<u>512.85</u>
WNCC	FALL CNA BOOKS	239.97
Check Number 6275 Total	WNCC	<u>239.97</u>
WOOD CONSTRUCTION	MODULAR BATHROOM MODULAR REMODEL-ADA	15,665.91
WOOD CONSTRUCTION	MODULAR SCHOOL RAMPS - ADA	15,029.68
Check Number 6276 Total	WOOD CONSTRUCTION	<u>30,695.59</u>
WPCI	ANNUAL RPM/OLICY ASSURANCE UPDATE	300.00
WPCI	DOT TESTING	76.00
Check Number 6277 Total	WPCI	<u>376.00</u>
Fund Number 01		<u>545,903.85</u>
Checking Account ID 1		<u>545,903.85</u>

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Posted - All; Batch Description 2023-09 BUILDING FUND

User ID: KAH

Vendor Name	Description	Amount
Checking Account ID 8	Fund Number 08 BUILDING FUND	
MOBIUS COMMUNICATIONS CO	BALANCE DUE ON PHONE SYSTEM PROJECT	21,657.75
Check Number 1516 Total	MOBIUS COMMUNICATIONS CO	<u>21,657.75</u>
NEBRASKA BANK	PURCHASE 3 MO CD #2	500,000.00
Check Number 1518 Total	NEBRASKA BANK	<u>500,000.00</u>
TRITLE PLUMBING	INSTALL TWO NEW WATER SERVICES TO SCHOOL	8,300.00
Check Number 1519 Total	TRITLE PLUMBING	<u>8,300.00</u>
WOOD CONSTRUCTION	EGRESS WINDOWS - SUPT HOUSE	15,320.86
Check Number 1517 Total	WOOD CONSTRUCTION	<u>15,320.86</u>
Fund Number 08		<u>545,278.61</u>
Checking Account ID 8		<u>545,278.61</u>

Vendor Name	Description	Amount
Checking Account ID 6	Fund Number 06	NUTRITION FUND
CASH-WA DISTRIBUTING	FOOD	1,722.95
CASH-WA DISTRIBUTING	FOOD	833.22
CASH-WA DISTRIBUTING	FOOD	652.59
CASH-WA DISTRIBUTING	FOOD	647.36
CASH-WA DISTRIBUTING	FOOD	60.55
Check Number 7095 Total	CASH-WA DISTRIBUTING	<u>3,916.67</u>
CENTRAL RESTAURANT PRODUCTS	2 DOOR REFRIGERATOR	4,798.00
Check Number 7096 Total	CENTRAL RESTAURANT PRODUCTS	<u>4,798.00</u>
COLLINS, JESSICA	LUNCH REFUND	5.30
Check Number 7097 Total	COLLINS, JESSICA	<u>5.30</u>
DILLARD, CHRISTINA	LUNCH ACCOUNT REFUND	13.80
Check Number 7098 Total	DILLARD, CHRISTINA	<u>13.80</u>
HERNDON, KATIE	LUNCH REFUND	8.70
Check Number 7099 Total	HERNDON, KATIE	<u>8.70</u>
HILAND DAIRY	MILK	2,243.14
Check Number 7100 Total	HILAND DAIRY	<u>2,243.14</u>
JESPERSEN, BRIDGETTE	LUNCH REFUND	19.65
Check Number 7101 Total	JESPERSEN, BRIDGETTE	<u>19.65</u>
RABEN'S MARKET	FOOD	226.76
Check Number 7102 Total	RABEN'S MARKET	<u>226.76</u>
SIMPLY CLEAN	DISHWASHER SERVICE	266.21
Check Number 7103 Total	SIMPLY CLEAN	<u>266.21</u>
SYSCO DENVER	FOOD	587.87
SYSCO DENVER	FOOD	1,804.16
SYSCO DENVER	FOOD	511.63
SYSCO DENVER	FOOD	1,644.55
Check Number 7104 Total	SYSCO DENVER	<u>4,548.21</u>
US FOODS	FOOD	4,222.92
US FOODS	FOOD	117.50
US FOODS	FOOD	4,313.33
Check Number 7105 Total	US FOODS	<u>8,653.75</u>
Fund Number 06		<u>24,700.19</u>
Checking Account ID 6		<u>24,700.19</u>



GENERAL DIRT CONTRACTOR

5596 445 Ln Hay Springs NE 69347

October 11, 2023

To: Hemingford Public School District #10

913 Niobrara Ave, PO Box 217 Hemingford NE 69348

Travis Miller Superintendent

Proposal for removal of the abandoned building from school district property at 912 Ogallala Ave.

- 1. Demo buildings / basement and take to approved landfill.**
- 2. Import fill dirt/ fill basement to fit contours of the lot.**

The price for the description above is \$43,210.00. The price does not include the concrete driveway located by the alley as it was not indicated if it was to be removed.

For reference of this type of demo look at the old Chadron Community Hospital. The time frame would be this fall, sooner rather than later, with a time frame of seven to ten days.

Thank you,

Eddie Buettner

K L WOOD & CO., LLC

1501 E. Kansas St.
ALLIANCE, NE 69301

(308) 762-2624 FAX (308) 762-2643

Estimate

Date	Estimate #
10/11/2023	483

Name / Address

HEMINGFORD PUBLIC SCHOOL DIST. #10
913 NIOBRARA AVE
PO BOX 217
HEMINGFORD, NE 69348

Project

Note: This proposal may be withdrawn by us if not accepted within 60 days.

Description	Qty	Rate	Total
<p>This estimate is for demolition of building at 912 Ogallala Avenue, Hemingford, NE 69348 for Hemingford Puplic Schools District #10.</p> <p>All material and labor to demo house and haul all debris from the property to the landfill. Includes abandonment of water and sewer, backfill basement with compacted fill, landfill fees and asbestos assessment.</p> <p>****Asbestos removal fees by others</p>	1	50,000.00	50,000.00

Payment made as work progresses.

AUTHORIZED SIGNATURE: *Aaron Wood*

*All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to the standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and all other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Thank you for your business.

Total \$50,000.00

ACCEPTANCE OF PROPOSAL: _____ DATE: _____

Bid Proposal for 912 Ogallala Hemingford, Ne

This bid is inclusive unless change orders are made by the district. Change orders will be charged time and materials.

Upon notification of commencement would be within 30 days. Estimated of duration of project is 2 months depending on weather. Winter months would have to be excluded because you cannot get compaction on frozen material.

MCT Trucking LLC
704 Box Butte Ave
Hemingford, NE 69348

A handwritten signature in black ink, appearing to read "MCT Thomas".

Estimate

MCT Trucking LLC
 PO Box 657 Hemingford NE 69348
 Phone: (308) -760-1923 Chris
 Phone: (308)-760-1967 Marcie



Date 10/10/2023
 Invoice #
 For Travis

Bill To:
 Hemingford School District

Demolition and backfill of house

EIN # 46-5063708

Quantity	Description	Unit price	Amount	Discount applied
2	mobilization	\$650.00	\$ 1,300.00	
650	tons of demloition disposal fee	\$ 120.00	\$ 78,000.00	
812	mileage to dump	\$ 6.00	\$ 4,872.00	
49	hours excavator	\$ 175.00	\$ 8,575.00	
80	hours Loader	\$ 175.00	\$ 14,000.00	
1,200	tons backfill material	\$ 6.00	\$ 7,200.00	
667	mileage for backfill material	\$ 6.00	\$ 4,002.00	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
Subtotal				

Make all checks payable to **MCT Trucking.**

Thank you for your business!

Credit	
Tax	
Additional discount	
Balance due	\$117,949.00

POLICY DEVELOPMENT

The board has jurisdiction to determine the policies which will govern the operations of the school district with the force and effect of law.

The written policy statements contained in this manual provide guidelines and goals to the citizens, administration, employees and students in the school district community. The policy statements shall be the basis for the formulation of regulations by the administration. The board shall determine the effectiveness of the policy statements by evaluating periodic reports from the administration.

Policy statements may be proposed by a board member, administrator, employee, student or member of the school district community. Proposed policy statements or ideas shall be submitted to the superintendent's office for possible placement on the board agenda. It shall be the responsibility of the superintendent to bring these proposals to the attention of the board.

Legal Reference: Neb. Statute 79-526
 79-532
 79-539
 NDE Rule 10.004.01A1

Cross Reference: 102 Educational Philosophy of the District
 201.01 Board Powers and Responsibilities

Approved _____ Reviewed _____ Revised _____

BUS SCHEDULING AND ROUTING

School bus stops and routes will be initially determined by the transportation director and will be based upon efficiency, safety, board policy and applicable state and federal laws and rules.

The superintendent will:

1. Annually review and assess school bus routes, stops and loading zones for safety, changing student population and supervision of students;
2. Advise parents of any changes in transportation policy affecting their students as early as possible and be responsive to parents' calls for assistance in seeking alternatives to busing; and
3. Work with cities, the county and other appropriate governmental agencies on a continuing basis regarding transportation issues.

The superintendent is authorized to approve additional/alternative stops at rural school district residences (such as homes of grandparents or other caregivers) to be alternative route stops when those residents have supervisory responsibilities for school district students, regardless of the residency of the students.

As a general rule, requests for transportation to such residences may not require a larger vehicle, a significant deviation from established routes, nor significantly jeopardize the time remaining for the rest of the scheduled route. The use of alternative stops is not to be used for transportation for personal events such as student sleepovers, birthday parties, or similar student social events.

Requests for transportation should be submitted in writing on a form to be provided by the superintendent 48 hours prior to any requested deviations from the regular schedule.

INSURANCE

The board will maintain a comprehensive insurance program to provide adequate coverage against major types of risk, loss, or damage, as well as legal liability. The board will purchase insurance at replacement values, when possible, after reviewing the costs and availability of such insurance. The comprehensive insurance program shall be reviewed periodically.

The school district will assume the risk of property damage, legal liability, and dishonesty in cases in which the exposure is so small or dispersed that a loss does not significantly affect the operation of the education program or financial condition of the school district.

Insurance of buildings, structures, or property in the open will not generally be purchased to cover loss exposures below \$500 unless such insurance is required by statute or contract. The school district will make every effort to obtain property, vehicle, and liability insurance at the most economical cost, consistent with required service, by obtaining quotes or by negotiation, using whichever method is advantageous to the district.

Administration of the insurance program, making recommendations for additional insurance coverage, placing the insurance coverage and loss prevention activities shall be the responsibility of the superintendent.

Blanket building and equipment insurance will cover replacement costs with an agreed amount endorsement and with a deductible determined by the superintendent to provide the lowest possible premium costs consistent with adequate protection from unanticipated expenditures.

General and personal liability insurance will cover district Board members and employees only while acting in their official capacity.

The district will provide liability coverage for all district-owned or leased vehicles.

The district will establish and provide the opportunity for students to purchase student accident insurance. The district will not carry student accident insurance other than liability insurance.

The district will not be liable for theft and damage of personal property of students that is not a requirement for attendance or participation. Additionally, the district will not be liable for theft and damage of personal property of staff.

Approved _____ Reviewed _____ Revised _____

506.11 - RANDOM DRUG TESTING OF STUDENTS INVOLVED IN EXTRACURRICULAR ACTIVITIES AND COMPETITIONS

The Hemingford School District supports and values student participation in extracurricular activities and competitions. Such participation is a privilege and not a right. Students in all extracurricular activities and competitions in grades 7-12 shall be subject to mandatory random testing for the presence of tobacco/nicotine, alcohol, and/or illegal drugs.

1. Purpose of Random Drug Testing
 - a. The purpose of this policy is to promote the health and safety of our students who participate in extracurricular activities or competitions and to deter the use of alcohol, illicit drugs, and tobacco among them.
 - b. The school district has recognized that observed and suspected drug, alcohol, and tobacco/nicotine use and abuse have increased among the student population, including students participating in extracurricular activities or competitions.
 - c. The school district seeks to provide safe, substance-free schools.
 - d. The school district seeks to deter the use of illegal and prohibited drugs, alcohol, and tobacco/nicotine among students.
 - e. The school district recognizes that students who use illegal and prohibited substances pose a threat to the health and safety of themselves, other students, teachers, administrators, and other persons.
 - f. The school district believes that the drug, alcohol, and tobacco/nicotine problem among the student body needs to be addressed. A large number of students who participate in extracurricular activities and competitions do not use drugs, alcohol, and tobacco/nicotine. The school district wishes to give those students an ongoing reason to say, "No," when presented with a chance to use.
2. Notice. Each student who participates or seeks to participate in extracurricular activities or competitions shall be given a copy of this policy. This policy may also be included in the student handbook.
3. Drug Testing Coordinator. The Drug Testing Coordinator shall be the Activities Director or his or her designee unless otherwise indicated.
4. Extracurricular Activities. This policy applies to all students who participate in extracurricular activities or competitions in our school district, which includes but is not necessarily limited to the following:

Instrumental/Vocal Music
National Honor Society
Three Act Play/Dinner Theater
HS Quiz Bowl

Health Council/Health Professions
One Act Play
Speech
JH Quiz Bowl

Student Council	Yearbook
Cheerleading	e-Sports
Mathcounts	Science Olympiad
HAL	Hope Squad
FFA	FCCLA
Football	Volleyball
Cross Country	Wrestling
Basketball	Track
Golf	Art and Culture Club
School Sponsored Dances	

5. Students Who Are Required to Submit to Drug Testing

- a. Grades. All students in grades 7-12 who participate in any extracurricular activity or competition are part of the pool subject to random drug testing.
 - b. Consent. A student and his or her parent(s)/guardian(s) must sign a consent form at the beginning of the school year, or upon entry to the school district to participate in any extracurricular activity or competition. The consent form is attached to this policy.
 - i. If consent is not signed at the beginning of the school year, the student can sign consent at the beginning of 2nd semester (or upon entry to the district.) For a student to be eligible for any extracurricular activity or competition, consent must be signed before the activity start date and/or before the first practice.
 - c. Selection Pool Eligibility. Students shall remain in the selection pool for an entire calendar year (365 days) from the date the consent form is received.
 - d. Withdrawal. Students who have a consent form on file remain eligible for random drug testing from the date the consent form is received by the school district and throughout the remainder of the school year or until the student files a Withdrawal of Student From Activity form signed by the student and his or her parent(s)/guardian(s). Upon withdrawal, the student shall not be eligible to participate in any activity that is subject to drug testing for the remainder of the school year, unless consent is signed at the beginning of 2nd semester in which case the student again returns to the pool for the remainder of the school year.
6. Drugs. Students participating in extracurricular activities or competitions are prohibited from using, possessing, distributing, manufacturing, or having drugs, alcohol, and tobacco/nicotine present in their system. For purposes of this policy, “drugs” means:

- a. Any substance considered illegal by the Uniform Controlled Substances Act, Neb. Rev. Stat. § 28-401 et seq.
- b. Any substance which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances or other prescription drugs;
- c. Alcohol for any student under the age of 21. Alcohol shall have the meaning as provided in Neb. Rev. Stat. § 48-1902(1);
- d. Any tobacco or other substance which introduces nicotine and other tobacco-related substances into the body, including alternative nicotine products, vapor products, or electronic nicotine delivery systems ingested in any way, such as by use of an e-cig, vape pen, or Juul.

7. Testing Procedures

- a. Student Selection. All students who participate in extracurricular activities or competitions and submit a consent form will be included in a master list and will be subject to random drug screening. The master list shall be submitted to the company employed by the district to conduct the testing.
- b. Reasonable Suspicion Testing. In addition to random drug testing, a student is subject to drug testing at any time when the Drug Testing Coordinator determines there is individualized reasonable suspicion based upon articulable facts to believe that the student has used a drug. The Drug Testing Coordinator will notify the student and take the necessary steps to schedule a test as soon as practicable.
- c. Parental Request. Students who do not participate in extracurricular activities or competitions may be added to the random drug screening master list upon parental request at the beginning of the school year.
- d. Type of Test. The school district reserves the right to utilize breath, saliva, urinalysis, or any other reliably recognized testing procedure. Urine and oral fluid samples which screen positive will be confirmed by the company selected by the district. Positive saliva or breath alcohol tests will be confirmed by EBT (Evidential Breath Tester). Other testing methods will be confirmed via industry-recognized processes and equipment.
- e. Collection Site. The Drug Testing Coordinator will designate the collection site at which students will provide specimens. The collection site may be off the premises of the school district.
- f. Collection Procedures. The school board will select a Drug Program Administrator (DPA) Company. The DPA shall randomly select the students subject to drug testing from the master list on a ~~monthly~~ weekly basis.

- i. The DPA will make selections based on up to 3 students weekly ~~monthly~~.
 - ii. The DPA will maintain and follow generally accepted industry standards for collecting, maintaining, shipping, and accessing all specimens. The DPA will seek to obtain the sample in a manner designed to ensure accurate testing protocols while minimizing intrusion into a student's privacy.
 - iii. The DPA and the school district will provide a copy of the collection procedures upon request.
- g. Drugs. Students may be randomly tested for any drugs, including but not limited to nicotine, alcohol, amphetamines, marijuana or cannabinoids, cocaine, methadone, methaqualone, propoxyphene, hallucinogens, opiates, phencyclidine, synthetic opiates and PCP, steroids, barbiturates, benzodiazepines, alcohol, and any prescription drug that was obtained without proper authorization.
- h. Results. The DPA shall notify the school nurse, the Drug Testing Coordinator, and/or the high school principal of any non-negative test after the initial screening. ~~The school representative shall notify the student's parents.~~ The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). The MRO will be certified by an MRO accreditation body. The MRO will be responsible for reviewing test results and determining whether the use of a substance identified by the sample analysis is from illicit use or legitimate medical use. Testing results may take up to 2 weeks. ~~Before making a final decision, the school representative shall contact the student and his or her parent(s)/guardian(s) to discuss the final result either face-to-face or over the telephone.~~ If the MRO determines the test results are negative, no further action shall be taken against the student. The MRO will report the results of verified positives to the DPA, who shall then notify the School Nurse, Drug Testing Coordinator, and/or High School Principal of the positive test result. The school representative shall notify the student's parents. Before making a final decision, the school representative shall contact the student and his or her parent(s)/guardian(s) to discuss the final result either face-to-face or over the telephone. The Drug Testing Coordinator shall notify the student and his or her parent(s)/guardian(s) and any staff members responsible for implementing the consequences of this policy.
- i. Request for a Retest. A split specimen will be collected for all testing methods except alcohol testing. A positive alcohol test will be confirmed with an EBT device. A student's parent(s)/guardian(s) may request that the split specimen be tested at a second nationally certified laboratory from a list provided by the MRO.

The request for the test must be submitted in writing to the MRO (with a copy sent to the Drug Testing Coordinator) within 72 hours of being notified of the final testing result. The student and his or her parent(s)/guardian(s) must pay the associated costs for an additional test in advance. The costs will be reimbursed if the result of the split sample test is negative. The student will remain subject to the consequences of this policy during the retesting procedure.

8. Consequences for Testing Positive. The purpose of this policy is not to punish students, but to help them make healthy choices. Whenever the test results indicate a positive test, the Drug Testing Coordinator shall schedule a confidential meeting with the student, parent/guardian, sponsor/coach, and other members of the school's administration as appropriate. At the meeting, the Drug Testing Coordinator shall explain the drug testing procedures and the policy of the district. (All offenses are cumulative for the current school year.) The consequences shall be as follows:

- a. First Offense

- i. Parent/Guardian's will be notified.
- ii. The student will receive closed campus lunch for a minimum of 3 school days. Lunch privileges will return upon the completion of an accountability project presented to a designated school representative.
- iii. The student shall be provided with a list of drug counseling resources available in the panhandle.
- iv. The student may automatically be included in the next round of drug testing. If a student tests negative, they will be returned to the random drug testing pool.

- b. Second Offense

- i. Parent/Guardian's will be notified.
- ii. The student will receive closed campus lunch for a minimum of 5 school days. Lunch privileges will return upon the completion of an accountability project presented to a designated school representative.
- iii. The student shall be provided with a list of drug counseling resources available in the panhandle.
- iv. The student may automatically be included in the next three rounds of drug testing. If a student tests negative, they will be returned to the random drug testing pool.

c. Third Offense

- i. Parent/Guardian's will be notified.
- ii. The student shall miss 30 calendar days of extracurricular activities or competitions at the performance level (if in season). Students shall be required to attend/participate in practice but may not travel with a team.
- iii. The student will be required to complete a drug education course provided by the school.
- iv. Extracurricular activities or competitions will resume upon the completion of the 30 day suspension and successful completion of the drug education course.
- v. The student shall be provided with a list of drug counseling resources available in the panhandle.
- vi. The student may automatically be included in the next three rounds of drug testing. If a student tests negative, they will be returned to the random drug testing pool.

d. Additional Offenses

- i. For any additional offenses, parents will be notified and a specialized plan will be implemented based on the individual student's needs as deemed necessary by the school. Plans may include but are not limited to referrals to outside agencies, law enforcement, Panhandle Public Health Department, etc.
- ii. Consequences for additional offenses may not be less than the third offense consequences.

9. Refusal to Test

A student who refuses to submit to a drug test authorized under this policy, or refuses to comply with any other provision of this policy, shall not be eligible to participate in any extracurricular activities or competitions covered under this policy including all meetings, practices, performances, and competitions for the remainder of the school year.

10. Tampering

Tampering is the use of any agent or technique which is designed to avoid detection of a drug and/or compromise the integrity of a drug test and is prohibited. This includes

providing false urine samples (for example, urine substitution), contaminating the urine sample with chemicals or chemical products, the use of diuretics to dilute urine samples, and the use of masking. If the School Nurse determines that a student tampered with a drug test, the student shall be deemed to have submitted a positive test.

The use of any such agent or technique shall be treated as a positive test for drugs prohibited by this Policy and shall be subject to the penalties outlined in Section 8 of this Policy.

11. Maintenance of Records

All results of drug testing shall be confidential. Procedures for maintaining confidentiality will be developed by the school district and the testing organization. The Drug Testing records of positive tests will be housed in a secure location. This information will not be available to anyone other than appropriate school personnel and parents. This information will be destroyed upon the student's graduation or one year after the student's class graduates. Under no circumstances will this information become a part of the student's permanent file, nor will it be sent to another school when the student moves to another district or transfers to another school. The school district will not share drug test results with any non-school personnel or authorized contractor except as authorized by the student's parents in writing.

12. Appeal

The school district will rely solely upon the opinion of the MRO to determine whether the positive test result was the result of the consumption of a drug. There shall be no appeal of the test result to any school administrator or the board of education.

13. Severability

If any portion of this policy is deemed to be contrary to the law of the state of Nebraska or the United States by judicial decision or an act of Congress, then only such portion or provision directly deemed to be unconstitutional shall be stricken, and the remainder of the policy shall remain in full force.

Adopted: 5-8-2023

Reviewed:

Revised:

STUDENT PRODUCTION OF MATERIALS AND SERVICES

Materials and services produced by students at the expense of the school district are ~~be~~ the property of the school district. Materials and services produced by students at the student's expense, except for incidental expenses to the school district, are ~~be the property of the student~~ student's property.

It shall be the responsibility of the superintendent to determine incidental expenses.

Cross Reference: 409.04 Certificated Employee Publication or Creation of Materials
 504.19 Student Fees

Approved _____ Reviewed _____ Revised _____

INTERLOCAL AGREEMENT

This Interlocal Agreement is made pursuant to NEB. REV. STAT. §13-801 et seq. by and between the following:

Owner: Box Butte County Agricultural Society, a political
 Subdivision by and through its Board
 (hereafter referred to as Ag Society)

Shared User: School District 10, Box Butte County, Nebraska, a
 political subdivision, by and through its Board
 (Hereafter referred to as District 10)

Th property of Ag Society abuts the property of District 10. Certain improvements are used jointly by both entities for various activities. District 10 has paid for some of the improvements located on the Ag Society property. This Interlocal Agreement is made to formalize the existing oral agreements regarding use of the various areas.

1. **(Property Subject to this Agreement)** The property owned by Ag Society is described at Exhibit A hereto. The property that is the subject of this Agreement located therein is the following:

- a. Football field, track around the football field and practice field;
- b. Home and Visitor spectator stands at the football field, concession stand, crow's nest, and school storage building;
- c. Parking Lot located thereon; and
- d. RV Hookup Areas;

all as located as set forth on the aerial photo attached hereto as Exhibit B.

2. **(Duties of District 10)** Having constructed the above referenced improvements except the RV Hook-ups, District 10 shall:

- a. Care for the football field, practice field and track, maintaining, mowing, fertilizer, chemical spraying and watering as District 10 deems appropriate for its activities.

- b. Care for the roads to the above described facilities, the above listed building facilities themselves, the parking lot facilities, and pay all costs associated with school use of the above listed property, including but not limited to electrical charges, water charges, refuse charges and any other utility services.
- c. Provide snow removal, gravel replacement, and other parking lot maintenance activities as needed at times and any manner that does not conflict with Ag Society events. Ag Society shall not schedule maintenance activities in conflict with School District activities.
- d. Routine road maintenance expenses shall be split 40% to District 10 and 60% to Ag Society.

3. **(Duties of Ag Society)** Ag Society shall supervise, manage, control access to facilities on its property and particularly the RV Hook-ups thereon. Ag Society shall be solely responsible for the RV Hook-ups and all fairgrounds structures and facilities and shall control utilization thereof at Ag Society's sole cost and expense. Ag Society shall not schedule events that conflict with District 10 sporting events conducted on the Ag Society facilities.

4. **(Insurance)** Ag Society shall provide casualty and liability coverage as it deems appropriate for all fairgrounds structures and the RV Hook-up site. District 10 shall provide casualty and liability coverage for all its facilities on the Ag Society property. Liability coverage shall be not less the \$1,000,000 for each claim with an aggregate coverage per occurrence of \$3,000,000.

5. **(Indemnification)** Each party shall indemnify and hold harmless the other for any and all claims, demands, suits or other proceedings for any act or omission occurring during the use of the facilities as aforesaid which may be made against the other party. This indemnification shall be in addition to the obligation to notify the other party of such claim and cooperate in the joint defense of claims.

6. **(Nature of Relationship)** The foregoing use is not a lease or a partnership. The standard use of the facilities shall be construed as a joint venture **BUT** neither part has any authority to act as the agent for the other, to contractually bind the other party in any way, or to act outside the scope of this Interlocal Agreement. Each party uses the facilities on Ag Society property at its own risk, based upon its own inspection of the property prior to use, for and on behalf of its patrons, customers, invitees, students, staff, participants and exhibitors.

7. **(Term)** This Agreement shall be effective July 1, 2023, and continue until June 30, 2024. It shall automatically renew annually unless either party notifies the other at the respective Clerk's office of a desire to terminate the Agreement. Notice shall be given on or before December 31st of any calendar year to be effective the end of the fiscal year in which notice is given.

8. **(Cooperation)** Ag Society and District 10 agree to cooperate as needed regarding required filings and all administrative actions relating to the existence and continuation of the Interlocal Agreement and the provision of services pursuant to the Agreement.

9. **(Termination)** This Agreement may be terminated by either party by giving written notice of termination to the other party.

Upon termination the parties shall divide, remove or reimburse the other party for improvements. Appropriate instruments of conveyance shall be done to reflect the agreement of the parties upon termination.

If the parties are unable to agree upon disposition of assets upon termination of the Agreement, the issue shall be determined in a declaratory judgment action instituted by either party to the Agreement in the District Court of Box Butte County, Nebraska.

10. **Execution:** After each Board approves this Agreement by the proper resolutions, it shall be executed by the appropriate parties and upon execution by both parties the Agreement shall be in full force and effect.

Box Butte County Agricultural Society

School District 10, Box Butte
County, Nebraska

By:

Its Chairman of the Board for the
Box Butte County Agricultural
Society

By:

Its Chairman of the Board of
Education for School District 10



MEMBERS COVERAGE CERTIFICATE

Named Insured:	Hemingford Public Schools
Additional Interest:	
Address:	P.O. Box 217, Hemingford, NE 69348-0217
Effective Date:	September 1, 2023
Expiration Date:	September 1, 2024
Advance Contribution:	

COVERAGE:

ALICAP's Limits of Liability under this agreement shall not exceed the following:

SECTION I

COVERAGE: PROPERTY	\$22,759,400	Total Insured Values as on file with PRM, Inc
AUTOMOBILE PHYSICAL DAMAGE	Included	Per Schedule on file with PRM, INC
Per OCCURENCE Maintenance Deductible	\$500	

SECTION II

COVERAGE: GENERAL LIABILITY	\$5,000,000	Each OCCURENCE per NAMED MEMBER
	\$10,000,000	Annual Aggregate per NAMED MEMBER
Premises Medical Payment	\$5,000	Each Person
	\$50,000	Each OCCURENCE
Fire Damage Liability	\$100,000	Each OCCURENCE per NAMED MEMBER

SECTION III

COVERAGE: AUTOMOBILE LIABILITY	\$5,000,000	Each OCCURRENCE for Bodily Injury and/or Property Damage per NAMED MEMBER
Automobile Medical Payments	\$5,000	Per PERSON
	\$50,000	Each ACCIDENT
Uninsured/Underinsured Payments	\$50,000	Any one Accident

SECTION IV

COVERAGE: EDUCATORS' LEGAL LIABILITY	\$5,000,000	Each CLAIM per NAMED MEMBER
NON-MONETARY DAMAGES	\$100,000	Per CLAIM and in the Annual Aggregate per NAMED MEMBER
BREACH OF CONTRACT DEFENSE COSTS	\$25,000	Each CLAIM per NAMED MEMBER
Per Occurrence Maintenance Deductible:	\$2,500	Retro Date: As per schedule on file with

SECTION V

COVERAGE: WORKERS' COMPENSATION	Statutory	Statutory per OCCURRENCE
PART B: EMPLOYERS' LIABILITY	\$3,000,000	Maximum per OCCURRENCE

SECTION VI

COVERAGE: EMPLOYEE BENEFIT LIABILITY	\$5,000,000	Each OCCURRENCE per NAMED MEMBER
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SECTION VII

COVERAGE: MONEY AND SECURITIES	\$1,000,000	Each OCCURRENCE
COVERAGE: FORGERY OR ALTERATION	\$1,000,000	Each OCCURRENCE
COVERAGE: EMPLOYEE DISHONESTY Includes SCHOOL TREASURER	\$1,000,000	Each OCCURRENCE

SECTION VIII

COVERAGE: CAMPUS SECURITY ACTIVITIES LIABILITY	\$5,000,000	Each OCCURRENCE
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SECTION IX

COVERAGE: EQUIPMENT BREAKDOWN LIABILITY	\$150,000,000	Limit of Liability
Off Premises Property Damage	\$100,000	Limit of Liability
Service Interruption	\$5,000,000	Limit of Liability
Contingent Business Interruption	\$250,000	Limit of Liability
Perishable Goods	\$250,000	Limit of Liability
Data Restoration	\$250,000	Limit of Liability
Demolition	\$5,000,000	Limit of Liability
Ordinance or Law	\$5,000,000	Limit of Liability
Expediting Expense	\$250,000	Limit of Liability
Hazardous Substances	\$250,000	Limit of Liability
Newly Acquired Locations	\$10,000,000	Limit of Liability
Builder's Risk - New Construction	\$10,000,000	Limit of Liability
DEDUCTIBLES	\$1,000	Direct Deductible
	24 hours	Indirect Deductible

	\$250	Perishable Goods Deductible
OTHER CONDITIONS	\$10,000,000	Newly Acquired Locations
	30 days	Extended Period of Restoration
	24 hours	Service Interruption Waiting Period

POLLUTION

COVERAGE A:	\$1,000,000	Third Party Claims for Bodily Injury, Property, Damage or Remediation Expenses
COVERAGE B:	\$1,000,000	First Party Remediation Expenses
COVERAGE C:	\$1,000,000	Emergency Response Expenses
COVERAGE D:	\$1,000,000	Business Interruption
Deductible: Business Interruption	10 days	90 Day Business Interruption Limit
COVERAGE E:	\$250,000	Disinfection Event Expenses
COVERAGE F:	\$250,000	Image Restoration Expenses
	\$5,000,000	ALICAP Annual Policy Aggregate
Deductible Each INCIDENT	\$50,000	Coverage A, B, C and F
	\$100,000	Coverage E

Statement of Property Values

<u>Address</u>	<u>Description</u>	<u>Building Value</u>	<u>Contents Value</u>	<u>Other Insured Values</u>
Athletic Site 900 W. Fremont Street Hemingford, NE 69348				
	Concessions/Restrooms	\$208,680	\$8,560	\$0
	Crow's Nest/Press Box	\$256,410	\$6,420	\$0
	Land Improvements	\$0	\$0	\$158,000
	Storage Building #1	\$16,650	\$535	\$0
	Storage Building #2	\$46,620	\$8,560	\$0
Classroom 814 Niobrara Avenue Hemingford, NE 69348				
	Land Improvements	\$0	\$0	\$2,000
	Remodeled Classroom Facility	\$585,020	\$535	\$0
Hemingford Elementary/Junior/Senior High School 911 Niobrara Avenue Hemingford, NE 68348				
	Greenhouse	\$43,290	\$1,070	\$0
	Gymnasium	\$3,102,450	\$119,840	\$0
	Land Improvements	\$0	\$0	\$104,000
	Main School Building	\$12,945,930	\$1,584,670	\$0
	Modular Classroom #1	\$284,160	\$37,450	\$0
	Modular Classroom #2	\$274,170	\$36,380	\$0
	Storage Garage #1	\$24,420	\$1,070	\$0
	Storage Garage #2	\$105,450	\$27,820	\$0
	Vocational Building	\$701,520	\$16,050	\$0
Superintendent Dwelling 900 Ogallala Avenue Hemingford, NE 69348				

Garage #1	\$94,350	\$0	\$0
Garage #2	\$32,190	\$0	\$0
Garden Shed	\$8,880	\$0	\$0
Land Improvements	\$0	\$0	\$2,000
Residential House	\$188,700	\$3,210	\$0
Sub-Total Buildings & Contents	\$18,918,890	\$1,852,170	\$266,000
Grand Total			\$21,037,060

Inland Marine Values

Type of Equipment

Replacement Cost

Sub-Total Inland Marine

\$0

Automobile Schedule

<u>Year, Make, and Model</u>	<u>VIN #</u>	<u>Cost New</u>	<u>Physical Damage Deductible</u>
2000 Thomas Freightliner Bus 53 Passenger	4UZ3CJAC4YCG80061	\$48,800	\$500
2000 Chevrolet S10 Pickup	1GCCS14W1Y8148652	\$12,590	\$500
2001 GMC Pickup Truck	1GTEK14V31Z331406	\$25,000	\$500
2002 Ford F-150	1FTRX18L12NB37204	\$24,565	\$500
2010 Thomas Freightliner Bus 53 Passenger	4UZABPDTXACAN7588	\$63,000	\$500
2011 Thomas Bus 60 Passenger	4UZABRDT0BCAU0733	\$75,078	\$500
2012 Thomas Mino Tour Bus 20 Passenger	1GB3G3BL5C118888	\$59,300	\$500
2013 MCI J4500 Transit Bus	2MG3JMBA8DW066404	\$265,550	\$500
2014 Chevrolet Traverse	1GNKVHKD5EJ108230	\$38,865	\$500
2015 Thomas Saf-T-Liner C2	4UZABRDT3FCFV5991	\$84,162	\$500
2015 Chevrolet Suburban	1GNSKJKC9FR725625	\$55,700	\$500
2016 Blue Bird Vision 1C 65 Passenger Bus	1BAKFCPHXGF316494	\$65,850	\$500
2017 Ford Explorer	1FM5K8B82HGB47078	\$33,310	\$500
2017 Ford Explorer	1FM5K8DH4HGA95451	\$35,775	\$500
2017 Thomas Freightliner Bus 59 Passenger	4UZABRDT5HCHT3628	\$85,000	\$500
2018 Thomas Bus 42 Passenger	1T7Y84E28J1129633	\$135,000	\$500
2019 Thomas Saf-T-Liner C2	4UZABPFCXKCKT5298	\$82,964	\$500
2020 Thomas Freightliner C2 Bus 53 Passenger	4UZABPFC7LCLX7576	\$83,970	\$500
2022 Thomas Saf-T-Liner C2	4UZABPFC3NCNJ6878	\$89,242	\$500
2023 Chevrolet K1500 Suburban	1GNSKCKD0PR330724	\$63,904	\$500
2023 Chevrolet Suburban	1GNSKDKD1PR417523	\$70,080	\$500
2024 Thomas C2 Bus	4UZABRFC5RCUK5130	\$121,250	\$500
2024 Thomas C2 Bus	4UZABPFC9RCUK6592	\$103,385	\$500
Sub-Total Auto Physical Damage		\$1,722,340	



MEMBERS WORK COMP COVERAGE CERTIFICATE

1.	Name of Member:	Hemingford Public Schools	
	Address:	P.O. Box 217	
	City:	Hemingford, NE 69348-0217	
2:	Agreement Period:	From September 1, 2023 to September 1, 2024 at the address of the Named Insured.	
3:	This agreement covers all usual workplaces of the member at or from which operations are conducted.		
4:	Coverage A of this Agreement applies to the Workers Compensation Law and any occupation law in the State of Nebraska, limits under Coverage A are Statutory, and limits under Coverage B for employers liability are \$3,000,000.		
5:	Operating Expense Contribution Basis:		
	Code	Estimated Annual Payroll	Rate
	8868	\$3,381,500	0.45
	9101	\$370,000	3.69
	7380	\$205,500	6.00
6.	Experience Modification Factor:	0.91	
7.	Advance Contribution hereunder:	\$33,950	



Memorandum Of Coverage



Memorandum of Coverage

This Memorandum of Coverage (and any documents referred to in it) contains the whole agreement between ALICAP and the NAMED MEMBER relating to the coverage provided by this agreement; and supersedes all previous understandings and agreements between us and the NAMED MEMBER relating to the terms and conditions of this Memorandum of Coverage.

1. **Effective date: September 1, 2022**

Expiration date: September 1, 2023

both days at 12:01 a.m. local standard time.

Coverage:

2. ALL RISKS OF DIRECT PHYSICAL LOSS TO PROPERTY, AUTOMOBILE PHYSICAL DAMAGE, GENERAL LIABILITY, AUTOMOBILE LIABILITY, EDUCATORS' LEGAL LIABILITY, WORKER'S COMPENSATION, EMPLOYEE BENEFITS LIABILITY, CRIME, CAMPUS SECURITY ACTIVITIES LIABILITY, And EQUIPMENT BREAKDOWN. and as more fully defined in the attached wording which is understood to be incorporated in and form part of this agreement.

Wherever the attached or below wordings refer to this 'policy' or 'agreement' it is deemed to mean this Memorandum of Coverage.

Territorial Limits: Worldwide as more fully defined in the attached wording.

Law: **Nebraska**

Jurisdiction: United States of America

Limits of Liability: Our Limits of Liability shall not exceed the limits as indicated for each coverage on the attached wording and apply only to those coverages for which a limit is shown.

3. **Service of Suit may be made upon:**

Sedgwick of NE, Inc.
4141 N. 156 St., Suite 200
Omaha, NE 68116
402-496-2000

4. **In the event of a claim, please notify the following:**

Sedgwick of NE, Inc.
4141 N. 156 St., Suite 200
Omaha, NE 68116
402-496-2000

5. **Currency Clause:**

All premiums, limits, deductibles, **CLAIMS** and other amounts under this Policy are expressed and payable in United States Dollars (USD).

The dollar symbol (\$) used within this policy represents United States Dollars (USD).

Authorized Correspondent signatory:

Dated: 9/1/2022

Megan Boldt
Nebraska Association of School Boards

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NAMED MEMBER DEDUCTIBLE/RETENTION SCHEDULE

This Agreement has the following deductibles/retentions which apply to a covered loss for each **OCCURRENCE** or **CLAIM** under:

	<u>COVERAGE SECTION</u>	<u>DEDUCTIBLE/RETENTION</u>
I	PROPERTY INCLUDING AUTOMOBILE PHYSICAL DAMAGE	\$ 500
II	GENERAL LIABILITY	\$0
III	AUTOMOBILE LIABILITY:	\$0
IV	EDUCATORS' LEGAL LIABILITY	\$ 2,500
	Erosion of the DEDUCTIBLE begins when a CLAIM or SUIT is reported to ALICAP. MEMBERS who retain their own attorney agree that DEFENSE COSTS will not be reimbursed or considered in satisfying the DEDUCTIBLE .	
V	WORKERS COMPENSATION	\$0
I	EMPLOYEE BENEFITS LIABILITY:	\$0
VII	CRIME	
	Money & Securities:	\$0
	Forgery or Alteration:	\$0
	Employee Dishonesty:	\$0
VIII	CAMPUS SECURITY ACTIVITIES LIABILITY:	\$0
IX	EQUIPMENT BREAKDOWN COVERAGE:	\$ 1,000

LIMITS OF INSURANCE

PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE

1. This Agreement provides coverage in accordance with all of the terms of each Section of Coverage attached to and forming part of this Agreement. For **SECTION IV EDUCATORS' LEGAL LIABILITY** coverage is provided on a Claims Made basis. Claims Made coverage applies only to claims made against the **MEMBER** during the **PERIOD OF INSURANCE** or Extended Reporting Periods, if applicable. **Please read carefully.**
2. **LIMITS OF INSURANCE**, as listed below, is only for the **LIMITS OF INSURANCE** as stated in **PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** over the deductible/retention as stated in the **NAMED MEMBER DEDUCTIBLE SCHEDULE**.
3. If an Annual Aggregate applies to any coverage under this Coverage Section, the total Aggregate Excess Limit of Insurance for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the limit as stated in the applicable Coverage Section of **PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE**.

COVERAGE SECTION I - PROPERTY:

All coverage under Section I combined: **\$400,000,000**
any one OCCURRENCE

ALICAP's maximum liability is as shown, subject to sub-limits / aggregates, in any one **OCCURRENCE** as a result of all covered loss or damage regardless of the number of **MEMBERS**, locations, coverage or perils insured under the Agreement. Limits or sub-limits will be allocated based on a formula approved by the NASB ALICAP Board of Trustees. Sub-limits can be found under **PART I – PROPERTY SUBLIMITS**

COVERAGE SECTION II - GENERAL LIABILITY:

All coverage under Section II combined **\$5,000,000 each**
OCCURRENCE per NAMED MEMBER

\$10,000,000 annual aggregate
per NAMED MEMBER

\$30,000,000 ALICAP Annual
Aggregate

Subject to the following sublimit/aggregates:

Premises Medical Payments **\$ 5,000 each person**
\$50,000 each OCCURRENCE

Fire Damage Liability **\$100,000 each OCCURRENCE**
per NAMED MEMBER

COVERAGE SECTION III - AUTOMOBILE LIABILITY:

All Coverage under Section III combined	\$5,000,000 each OCCURRENCE for Bodily Injury and/or Property Damage per NAMED MEMBER
Subject to the following sub-limits:	
Automobile Medical Payments	\$5,000 each person \$50,000 each Accident
Uninsured Motorists/Underinsured Motorists:	\$50,000 any one Accident

COVERAGE SECTION IV - EDUCATORS' LEGAL LIABILITY:

All coverage under Section IV combined:	\$5,000,000 each CLAIM per NAMED MEMBER
	\$10,000,000 Annual Aggregate per NAMED MEMBER
	\$30,000,000 ALICAP Annual Aggregate
Subject to the following sub-limits/aggregates:	
Non-Monetary Damages:	\$100,000 per CLAIM and in the Annual aggregate per NAMED MEMBER
	\$500,000 ALICAP Annual Aggregate
Breach of Contract Defense Costs:	\$25,000 each CLAIM per NAMED MEMBER
	\$250,000 ALICAP Annual Aggregate

RETROACTIVE DATE: Per schedule on file with ALICAP.

COVERAGE SECTION V - WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

All Coverage under Section V Combined:	Statutory per OCCURRENCE
Coverage Part B - Employer's Liability Only	\$3,000,000 maximum per OCCURRENCE

COVERAGE SECTION VI - EMPLOYEE BENEFITS LIABILITY:

All Coverage under Section VI Combined:	\$5,000,000 each OCCURRENCE per NAMED MEMBER
	\$10,000,000 Annual Aggregate per NAMED MEMBER

COVERAGE SECTION VII - CRIME:

Money & Securities:	\$1,000,000 each OCCURRENCE
Forgery or Alteration:	\$1,000,000 each OCCURRENCE
Employee Dishonesty:	\$1,000,000 each OCCURRENCE

COVERAGE SECTION VIII - CAMPUS SECURITY ACTIVITIES LIABILITY:

All coverage under Section VIII Combined:	\$5,000,000 each OCCURRENCE
	\$10,000,000 Annual Aggregate per NAMED MEMBER

COVERAGE SECTION IX – EQUIPMENT BREAKDOWN

	\$150,000,000 Limit of Liability
Off Premises Property Damage	\$ 100,000 Limit of Liability
Service Interruption	\$ 5,000,000 Limit of Liability
Contingent Business Interruption	\$ 250,000 Limit of Liability
Perishable Goods	\$ 250,000 Limit of Liability
Data Restoration	\$ 250,000 Limit of Liability
Demolition	\$ 5,000,000 Limit of Liability
Ordinance or Law	\$ 5,000,000 Limit of Liability
Expediting Expense	\$ 250,000 Limit of Liability
Hazardous Substance	\$ 250,000 Limit of Liability
Newly Acquired Locations	\$ 10,000,000 Limit of Liability
Builder's Risk-New Construction	\$ 10,000,000 Limit of Liability

DEDUCTIBLES	\$1,000 Direct Deductible
	24 Hour Indirect Deductible
	\$250 Perishable Goods Deductible
OTHER CONDITIONS	90 Days Newly Acquired Locations
	30 Days Extended Period of Restoration
	24 Hours Service Interruption Waiting Period

GENERAL AGREEMENT CONDITIONS

Please note, with the exception of headings, various terms as used herein which are in bold type and capitalized are defined within this agreement or appear on Page 1 of this agreement.

We assume no other obligation or liability to the **MEMBER** to pay sums or perform acts or services unless explicitly provided under this agreement.

1. **ASSIGNMENT:** Assignment of interest under this Coverage Agreement does not bind ALICAP until its consent is endorsed hereon.
2. **BANKRUPTCY AND INSOLVENCY:** In the event of the bankruptcy or insolvency of the **NAMED MEMBER** or any entity comprising the **MEMBER**, ALICAP shall not be relieved of the payment of any covered loss amounts hereunder because of such bankruptcy or insolvency, but ALICAP shall be liable only to the same extent had there been no bankruptcy or insolvency.
3. **CANCELLATION/NON-RENEWAL:** In the event of non-payment of premium by the **MEMBER**, ALICAP will give ten (10) day notice of cancellation in writing to the **MEMBER** and all coverage will terminate ten (10) days after the mailing of such notice. If ALICAP cancels, the earned premium is calculated pro rata.

ALICAP may elect to non-renew or cancel this Coverage Agreement at the anniversary or expiration date, upon written notice to the **NAMED MEMBER**, provided said notice is issued at least ninety (60) days prior to the anniversary or expiration date.

If the period of limitation relating to the giving of notice is prohibited or made void by any law, such period is amended to provide the minimum period of limitation permitted by such law.

A member may not withdraw from participation during the initial thirty-six (36) months after the effective date of this agreement, except that coverage may be suspended or terminated for nonpayment of contribution or other violations by the member of the terms of the Participation Agreement, as set forth in the Intergovernmental Risk Management Act.

The **NAMED MEMBER** shown on the **MEMBERS** Coverage Certificate may cancel this Coverage Agreement by giving notice of termination to the NASB, the other **NAMED MEMBERS** in the Pool, and the Director of Insurance at least ninety (90) days prior to the anniversary date. Such termination shall not be effective until approved by the Director as provided by §44-4309(1).

If the **MEMBER** cancels, the earned premium is calculated in accordance with the short rate table and procedure.

4. **CHANGES:** By acceptance of this agreement the **MEMBER** agrees that it embodies all agreements existing between the **MEMBER** and ALICAP or any of their agents relating to this agreement. None of the provisions, conditions or other terms of this agreement shall be waived or altered except by endorsement; nor shall notice to any agent or knowledge possessed by any agent or by any other person be held in effect a waiver or change to any part of this agreement.
5. **CLAIMS, OCCURRENCES or SUITS:** The **MEMBER** shall as soon as practical notify ALICAP of any **OCCURRENCE** or **CLAIM** or **SUIT** meeting the following criteria:
 - (a) The cost of which is likely to result in payment by ALICAP under this agreement;
 - (b) Actual or Alleged **SEXUAL ABUSE** or Physical Abuse;
 - (c) Actual or Alleged Discrimination or Violation of Civil Rights;
 - (d) All **CLAIMS, OCCURRENCES or SUITS** under any coverage Section where the reporting of a **CLAIM, OCCURRENCE or SUIT** to ALICAP is required or is a condition of coverage.

MEMBERS shall not, without ALICAP's written consent, make any payment, admit any liability, settle any claim, assume any obligation, or incur any expense including but not limited to, loss adjustment expense. ALICAP shall not settle any claim without the consent of the **MEMBER**. However, should the **MEMBER** refuse to consent to any settlement recommended by ALICAP, ALICAP will not be responsible for any amount exceeding the amount for which the claim could have been settled plus the cost and expenses incurred up to the date of refusal.

6. **CONFLICTING STATUTES:** If any terms of this Coverage Agreement conflict with the statutes of the state in which this agreement is issued, those terms are amended to conform to such statutes.
8. **CURRENCY:** Any amount of money specified in the Coverage Agreement, including Limits of Liability, Deductibles and Premiums shall be considered to be in the currency of the United States of America.
9. **DUE DILIGENCE:** The **MEMBER** shall use due diligence and concur in doing all things reasonably practical to avoid or diminish any loss of or damage to the property insured.
10. **DUTIES:** It is understood and agreed that ALICAP has the duty to investigate, handle, adjust, settle or defend any **CLAIM, OCCURRENCE**, proceeding or **SUIT** against the **NAMED MEMBER**, any **MEMBER**, or against any other person or organization for whom the **NAMED MEMBER** is or may be found to be legally liable; or whom asserts or claims a right of coverage under the Agreement.

ALICAP's duty under this Agreement shall be to pay on behalf of the **NAMED MEMBER** for **ULTIMATE NET LOSS** in excess of the applicable **DEDUCTIBLE**; and not more than the **LIMIT OF INSURANCE**. ALICAP's duty to pay ends when the applicable **LIMIT OF INSURANCE** is exhausted by the payment, of the **ULTIMATE NET LOSS**.

ASSISTANCE AND COOPERATION

1. The **MEMBER** shall cooperate with ALICAP in all investigations. The **MEMBER** shall execute or cause to be executed all papers and render all assistance as requested by ALICAP. Part of this assistance may require the **MEMBER** to provide soft copies of the **MEMBER's** system security and event logs.
2. Upon ALICAP's request, the **MEMBER** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **MEMBER** because of acts, errors, or omissions with respect to which insurance is afforded under this Policy; and the **MEMBER** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
3. The **MEMBER** shall not admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award, or dispose of any **CLAIM** without ALICAP's written consent, unless otherwise provided under Section II., in the definition of **BREACH RESPONSE COSTS**, in the definition of **EXPENSES**, or in the definition of **LOSS**.
4. As soon as practicable after the **MEMBER** gives **ALICAP** notice of any **CLAIM, COVERED CAUSE OF LOSS**, circumstance, or **PRIVACY BREACH, SECURITY BREACH** or **SECURITY WRONGFUL ACT**, the **MEMBER** must also give **ALICAP** copies of reports, photographs, investigations, pleadings, and all other papers in connection therewith, including allowing **ALICAP** to question the **MEMBER** under oath at such times as may be reasonably required regarding the **NAMED MEMBER's** books, records, and any other matters relating to such **PRIVACY BREACH, SECURITY BREACH** or **SECURITY WRONGFUL ACT, COVERED CAUSE OF LOSS, or CLAIM**.

5. In the event of a **PRIVACY BREACH, SECURITY BREACH** or **SECURITY WRONGFUL ACT**, the **MEMBER** must take all reasonable steps to protect **COMPUTER SYSTEMS** and personally identifiable, non-public information from further access, disclosure, loss, or damage.

This condition shall survive the termination of this Coverage Agreement without regard to whether said termination is due to cancellation or natural expiration of this Coverage Agreement.

11. **INSPECTIONS / AUDITS / VERIFICATION OF VALUES:** ALICAP, at all reasonable times during this Agreement period, shall be permitted but not obligated to inspect the property insured by this Coverage Agreement. Neither ALICAP's right to make inspections nor the making thereof nor any report thereon shall constitute any undertaking by ALICAP, on behalf of or for the benefit of the **MEMBER** or others, to determine or warrant that such property is safe or healthful or that they comply with any law, rule or regulation.

ALICAP may also examine and audit the **MEMBER'S** books and records at any reasonable time during the Coverage Agreement period and within one year after the Coverage Agreement termination, as long as such examination and audit relate to the subject matter of this Coverage Agreement.

12. **MORTGAGE:** The interest of any mortgagor on property covered by this policy is included as if a separate endorsement were attached hereto to the extent of the amount of mortgage as of the date of loss subject to the limits of liability set forth in this Agreement.

13. **OTHER INSURANCE:** In the event there is other insurance covering loss or damage insured under this Coverage Agreement, then this Coverage Agreement shall apply only as excess and in no event as contributory insurance (unless this Coverage Agreement is specifically written to be contributory insurance), and then only after all other insurance has been exhausted, whether or not such insurance is collectible. Permission is granted for the **MEMBER** to purchase Excess Insurance over the limits provided by this Coverage Agreement, and underlying insurance on all or any part of the deductibles of this Coverage Agreement.

14. **REPRESENTATIONS:** By accepting this Agreement and as a precedent to coverage, the **MEMBER** agrees that:

- (a) The information contained within the **MEMBER'S** Coverage Certificate is complete and accurate and is based upon representations made by the **NAMED MEMBER** to ALICAP in the submission and/or application(s) for this Agreement;
- (b) ALICAP has issued this Agreement in reliance upon the **NAMED MEMBER'S** representations in the submission and/or application(s);
- (c) Except as otherwise provided in this Agreement or by law, this Agreement is void in any case of fraud; or, if the **NAMED MEMBER** conceals or misrepresents any material facts in the **NAMED MEMBER'S** submission and/or application(s) for this Agreement. If the Agreement is wholly voidable due to fraud, misrepresentation or concealment by the **NAMED MEMBER** as aforementioned, ALICAP, at its sole discretion, may elect to void coverage only for the particular loss or **CLAIM** which is affected by such concealment and/or misrepresentation and/or fraud.

15. **RISK CONTROL SERVICES:** ALICAP assumes no liability for, nor will it be made liable by any person or organization for risk control or consulting services, including the results or failure of results, findings or failure of findings, performance or failure of performance of said services.

This condition shall survive the termination of this Agreement without regard to whether said termination is due to cancellation or natural expiration of this Agreement.

16. **SEPARATION OF MEMBERS:** any rights or duties specifically assigned in this Agreement to the **NAMED MEMBER**, this agreement applies:

- (a) As if each **MEMBER** were the only **MEMBER**; and
- (b) Separately to each **MEMBER** against whom a **CLAIM** is made or a **SUIT** is brought.

17. **SERVICE OF SUIT:** In the event of ALICAP's failure to pay any amount claimed to be due hereunder, ALICAP, at the **MEMBER'S** request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of ALICAP's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that in any suit instituted against ALICAP upon this Coverage Agreement, ALICAP will abide by the final decision of such court or of any appellate court in the event of an appeal.

18. **SUBROGATION, SALVAGE, AND RECOVERY:** As a condition precedent to the issuance of this Agreement, it is agreed that ALICAP shall be subrogated, at its sole discretion, to all rights which any **MEMBER** may have against any person or other entity in respect to any claim or payment made under this Agreement; including any person or organization hired to investigate, handle, settle or defend any **OCCURRENCE, CLAIM, proceeding or SUIT** resulting in the aforementioned payment. The **MEMBER** shall execute all papers required by ALICAP and must cooperate with ALICAP to secure and prosecute its rights; to include the filing and prosecution of any claim or suit for any right or cause of action which the **MEMBER** cannot legally or contractually assign to ALICAP. If any reimbursement is obtained, or salvage or **RECOVERY** made by the **MEMBER** or ALICAP on account of any loss covered by this Coverage Agreement, the net amount of such reimbursement, salvage or **RECOVERY**, after deducting the actual cost of obtaining or making the same, shall be applied in the following order:

- (a) Amount of loss which exceeds the applicable **LIMITS OF INSURANCE**;
- (b) To reduce ALICAP's loss until ALICAP is fully reimbursed;
- (c) To reduce the **NAMED MEMBER'S** loss because of the application of the **DEDUCTIBLE**.

In the event ALICAP declines to be subrogated to the rights which the **MEMBER** may have against any person or other entity in respect to any claim or payment made under this Agreement, the **MEMBER** shall regain its rights and may pursue recovery against said parties at its discretion. If any reimbursement is obtained, or salvage or **RECOVERY** made by the **MEMBER** on account of any loss covered by this Agreement, the net amount of such reimbursement, salvage or **RECOVERY**, after deducting the actual cost of obtaining or making the same, shall be applied in the following order:

- (a) Amount of loss which exceeds the applicable **LIMITS OF INSURANCE**;
- (b) To reduce the **MEMBER'S** loss because of the application of the **DEDUCTIBLE**;
- (c) To reduce ALICAP's loss until it is fully reimbursed;

19. **TERRITORY:** For all coverage sections EXCEPT **SECTION I – PROPERTY**, this Agreement applies worldwide; however, payment by ALICAP shall be made only if the original **SUIT** and any related legal actions is brought in the United States of America, its territories or possessions, or transferred to the United States of America, its territories or possessions from a foreign jurisdiction.

For **SECTION I PROPERTY**, this Agreement applies to Occurrences within the United States.

20. THIRD PARTY CLAIM ADMINISTRATOR and ATTORNEYS: It is a condition precedent of this Agreement that this Coverage Agreement is issued by ALICAP on the express condition that:

- (a) all **CLAIMS, SUITS** or **OCCURRENCES** for which coverage is sought under this Coverage Agreement must be handled by an ALICAP contracted third party claim administrator, unless otherwise specifically authorized by ALICAP; and
- (b) all **CLAIMS, SUITS** or **OCCURRENCES** for which coverage is sought under this Coverage Agreement are handled by an ALICAP appointed attorney., unless otherwise specifically authorized by ALICAP.

These conditions shall survive the termination of this Agreement without regard to whether said termination is due to cancellation or natural expiration of this Agreement.

21. WAIVER OF SUBROGATION: ALICAP may require from the **MEMBER** an assignment of all right of recovery against any party for loss to the extent that payment therefore is made by ALICAP, but ALICAP shall not acquire any rights of recovery which the **MEMBER** has expressly waived in writing prior to loss nor shall such waiver in writing affect the **MEMBER's** rights under this Coverage Agreement.

Any recovery as a result of subrogation proceedings arising out of an **OCCURRENCE**, after expenses incurred in such subrogation proceedings are deducted, shall accrue to the **MEMBER** in the proportion that the deductible amount and/or any provable uninsured loss amount bears to the entire provable loss amount.

The **MEMBER** will cooperate with ALICAP and, upon the ALICAP's request and expense will:

- (a) Attend hearings and trials;
- (b) Assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and conducting suits.

GENERAL AGREEMENT EXCLUSIONS

THIS AGREEMENT DOES NOT INSURE AGAINST:

- A. Except for coverage provided by **SECTION I PROPERTY**, loss or damage caused by, or resulting from fraudulent or dishonest acts committed by the **MEMBER**, whether working alone or with others, except as covered in **SECTION VII CRIME**;
- B. Expenses from any cost, civil fine, penalty or expense against any **MEMBER** for any compliance or enforcement action from any Federal, State or local governmental regulatory or administrative agency
- C. Any liability arising out of the operation of the principles of eminent domain, condemnation proceedings, adverse possession or inverse condemnation proceedings by whatever name called, whether such liability accrues directly against the **MEMBER** or by virtue of any agreement entered into by or on behalf of the **MEMBER**;
- D. **BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE** either directly or indirectly occasioned by, happening through, or in consequence of: war (including undeclared or civil war), warlike action by a military force (including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents), insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- E. (1) The investigation, defense, loss or damage, including loss of use, caused by the release, discharge or dispersal of **POLLUTANTS** anywhere, anytime, in any way, whether accidental or intentional, sudden or intermittent or continuous:
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **MEMBER**;
 - (b) At or from any premises, site or location which is or was at any time used by or for any **MEMBER** or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **MEMBER** or any person or organization for whom any **MEMBER** may be legally responsible; or
 - (d) At or from any premises, site or location on which any **MEMBER** or any contractor or subcontractor working directly or indirectly on any **MEMBER'S** behalf are performing operations:
 - (i) If the **POLLUTANTS** are brought on (i) or to the premises, site or location in connection with such operations by such **MEMBER**, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **POLLUTANTS**.
- (2) The investigation, defense, loss or damage, including loss of use, caused by the release, discharge or dispersal of **POLLUTANTS** anywhere, anytime, in any way, whether accidental or intentional, sudden or intermittent or continuous for any loss, cost or expense arising out of any:

- (a) Request, demand, or other order that any **MEMBER** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **POLLUTANTS**; or
- (b) Claim or **SUIT** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **POLLUTANTS**;

Except this exclusion does not apply:

- (a) As provided in **SECTION II GENERAL LIABILITY** for Subparagraph (1) (a) only of this exclusion, for **BODILY INJURY** or **PROPERTY DAMAGE** arising out of heat, smoke or fumes from a **HOSTILE FIRE** as defined in **SECTION II**;
 - (b) As specifically provided in **SECTION II GENERAL LIABILITY** regarding the application of pesticides, herbicides or the purifying or treatment of drinking water and the day-to-day operations and/or maintenance of swimming pools, provided such application is performed by employees of the **NAMED MEMBER** who are properly licensed or certified by a federal or state agency those pesticides, herbicides or chemicals.
 - (c) As provided in **SECTION I PROPERTY**
 - (d) As provided in **SECTION III AUTOMOBILE LIABILITY**
 - (3) This exclusion does not apply to herbicide or pesticide spraying, if the operations meet all standards of and comply with any statute, ordinance, regulations or license requirement of any Federal, State or local government.
 - (4) This exclusion does not apply to the reverse of flow of sewage into any building from a sewage facility, fixed conduit or sanitary sewer that the **MEMBER** owns, operates or maintains.
- F. Loss of, damage to, or loss of use of **PROPERTY OF THE MEMBER, BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE**, directly or indirectly caused by the presence of asbestos or lead in any form, except as covered in **SECTION I PROPERTY** and **SECTION V - COVERAGE A. WORKERS COMPENSATION**;
 - G. Except as provided by **SECTION II GENERAL LIABILITY, INSURING AGREEMENT C, SEXUAL HARASSMENT LIABILITY** and **INSURING AGREEMENT D SEXUAL ABUSE; SECTION IV EDUCATORS LEGAL LIABILITY, INSURING AGREEMENT C, SEXUAL HARASSMENT LIABILITY** and **INSURING AGREEMENT D SEXUAL ABUSE** and **SECTION VIII CAMPUS SECURITY ACTIVITIES, INSURING AGREEMENT C, SEXUAL HARASSMENT LIABILITY** and **INSURING AGREEMENT D SEXUAL ABUSE**, any claim, including defense of same, arising directly or indirectly from any actual or alleged **SEXUAL ABUSE** or **SEXUAL HARASSMENT** of any person by any **MEMBER**; or anyone to whom the **NAMED MEMBER** is obligated by virtue of a written contract or agreement.
 - H. Any claim based upon the **MEMBER'S** failure to comply with the Federal Employee Retirement Income Security Act of 1974 (ERISA), including subsequent amendments or any similar federal, state or local law or regulations **EXCEPT** for coverage under **SECTION VII CRIME, PART FOUR – EMPLOYEE DISHONESTY**;
 - I. Any claim arising out of investment activities, or the administration of self-insurance funds, except as covered in **SECTION VII CRIME**;

J. Except for SECTION I PROPERTY, NUCLEAR INCIDENT:

- (1) Loss or damage to **PROPERTY OF THE MEMBER**, or liability from **PROPERTY DAMAGE, BODILY INJURY** or **PERSONAL INJURY** accruing to the **MEMBER** directly or indirectly from, any and all forms of radioactive **CONTAMINATION**;
- (2) Any loss or damage to **PROPERTY OF THE MEMBER**, or liability from **PROPERTY DAMAGE, BODILY INJURY** or **PERSONAL INJURY** accruing to the **MEMBER** directly or indirectly, from any Pool of Insurers or Reinsurers formed for the purpose of covering atomic or Nuclear Energy risks;
- (3) Any loss or liability accruing to the **MEMBER**, directly or indirectly, for physical damage of **PROPERTY OF THE MEMBER** including Business Interruption or consequential loss arising out of such physical damage, in addition to **PROPERTY DAMAGE, BODILY INJURY**, or **PERSONAL INJURY**, due to:
 - (a) **NUCLEAR REACTOR** power plants including all auxiliary property on this site, or
 - (b) Any **NUCLEAR MATERIALS**, or the dispersal or discharge of **NUCLEAR MATERIALS**, at any **NUCLEAR FACILITY** owned by, or operated by or on behalf of, any **MEMBER**;
 - (c) Any other **NUCLEAR REACTOR** installation, including laboratories handling radioactive materials in connection with reactor installations, and critical facilities as such;
 - (d) Installations for fabricating complete fuel elements or for processing substantial quantities of, **NUCLEAR MATERIALS** and for reprocessing, salvaging, chemically separating, storing or disposing of **SPENT NUCLEAR FUEL** or **WASTE** materials, or
 - (e) Installations other than those listed above using substantial quantities of radioactive isotopes or other products of nuclear fission;
 - (f) Any **NUCLEAR MATERIALS** contained in spent fuel or **WASTE** and at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a **MEMBER**; or
 - (g) Loss which arises out of the furnishing by a **MEMBER** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **NUCLEAR FACILITY**;
- (4) Any loss or damage or liability resulting from the **HAZARDOUS PROPERTIES** of **NUCLEAR MATERIALS** and with respect to which:
 - (a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (b) The **MEMBER** is, or had this Agreement not been issued, would be entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
- (5) Any loss relating to expenses incurred with respect to:
 - (a) Immediate medical or surgical relief or first aid;

- (b) **BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE, or PROPERTY OF THE MEMBER** resulting from the **HAZARDOUS PROPERTIES** of **NUCLEAR MATERIALS** and arising out of the operation of **NUCLEAR FACILITY** by any person or organization.

However, this exclusion shall not apply to **NUCLEAR MATERIALS** used by the **MEMBER** for medical or research purposes, but only if such use is in compliance with all federal, state and local laws, statutes, regulations, ordinances, or the like.

DEFINITIONS as used in this **EXCLUSION**:

- (1) **CONTAMINATION** means any unclean or unsafe or damaging or injurious or unhealthful condition arising out of the presence of **NUCLEAR MATERIALS, SPENT NUCLEAR FUEL or WASTE**, whether permanent or transient in any **ENVIRONMENT**.
- (2) **ENVIRONMENT** includes any person, any real or personal property, animals, crops and vegetation, land including land under the building, bodies of water, underground water or water table supplies, air and any other feature of the earth or its atmosphere, whether or not altered, developed or cultivated, including, but not limited to, any of the above owned, or controlled, or occupied by any **MEMBER**.
- (3) **HAZARDOUS PROPERTIES** include radioactive, toxic or explosive properties.
- (4) **NUCLEAR FACILITY** means:
 - (a) Any **NUCLEAR REACTOR**;
 - (b) Any equipment or device designed or used for separating the isotopes of uranium or plutonium, or processing or utilizing spent fuel, or handling, processing or packaging **WASTE**;
 - (c) Any equipment or device used for the processing, fabricating or alloying of **NUCLEAR MATERIALS** in the custody of the **MEMBER** at the premises where such equipment or device is located;
 - (d) Any structure, basin, excavation, premises or place prepared or used for the storage of **WASTE**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- (5) **NUCLEAR MATERIALS** means, source material, special nuclear material, byproduct material and have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- (6) **NUCLEAR REACTOR** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- (7) **SPENT NUCLEAR FUEL** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- (8) **WASTE** means any waste material (1) containing byproduct material from any ore processed primarily for its source material content and (2) resulting from the operation by any person or organization of any **NUCLEAR FACILITY** included within the definition of **NUCLEAR FACILITY**.

- K. Any loss, damage, cost, claim, expense, **BODILY INJURY, MEDICAL PAYMENTS**, or liability of whatsoever nature directly or indirectly caused by, resulting from or in any way involving **FUNGAL PATHOGENS**. This exclusion shall apply regardless of any other cause or event that contributes concurrently or in sequence to the loss, damage, cost, claim, expense, **BODILY INJURY, MEDICAL PAYMENTS**, or liability.

This exclusion shall not apply to:

- (1) **SECTION I PROPERTY**; but only when such loss arises directly from a peril not otherwise excluded under **SECTION I PROPERTY**.
- (2) **SECTION II GENERAL LIABILITY: BODILY INJURY** or **PROPERTY DAMAGE** arising from a **MEMBER'S** food products.
- (3) **SECTION V, COVERAGE A WORKERS' COMPENSATION**; but only when coverage for losses arising from **FUNGAL PATHOGENS** is required by law or regulation.

GENERAL AGREEMENT DEFINITIONS

1. **MEMBER** means not only the **NAMED MEMBER** as stated on the Members Coverage Certificate, but also includes:

- (a) Any past, present or future officials; members of boards or commissions; and trustees, directors, officers, volunteers, student volunteers, faculty members, student teachers, student employees, teaching assistants or employees of the **NAMED MEMBER** while acting within the scope of their duties as such. **MEMBER** shall also mean any person, organization, trustee or estate to whom the **NAMED MEMBER** is obligated by virtue of a written contract or written mutual aid agreement or other written agreement to provide insurance such as is offered by this Agreement; but only in respect to acts or operations by or on behalf of the **NAMED MEMBER**, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement
- (b) Any not-for-profit organization or entity (as qualified under the applicable provisions of the Internal Revenue Code) over which the **MEMBER** exerts effective control and that is named in, and whose accounts are included with or consolidated into, the financial statements submitted to us by the **NAMED MEMBER**, prior to the rating of the premium for this Agreement; and
- (c) Any not-for-profit organization or entity (as qualified under the applicable provisions of the Internal Revenue Code) over which the **NAMED MEMBER** exerts effective control that is acquired by, formed by or merged with the **NAMED MEMBER** during the **PERIOD OF INSURANCE**, provided such organization or entity is reported to us within 60 days of the acquisition, formation or merger and subsequently accepted by us. However, coverage for any **OCCURRENCE** or **CLAIM** for any such organization or entity shall not apply prior to the date of such acquisition, formation or merger with the **NAMED MEMBER**.
- (d) With regard to Coverage Section IV – **EDUCATORS’ LEGAL LIABILITY, INSURING AGREEMENT A ERRORS & OMISSIONS ONLY:**

If a claim against any **MEMBER** includes a claim against the **MEMBER’S** spouse (whether such status is derived by a reason of statutory or common law, or any other law of any country) solely by reason of such spousal status; or such spouse’s ownership interest in property or assets that are sought as recovery for the “wrongful act” committed or allegedly committed by the **MEMBER**:

All loss which such spouse becomes legally obligated to pay by reason of such **CLAIM** will be treated for the purposes of this policy as loss which the **MEMBER** becomes legally obligated to pay as a result of the **CLAIM** made against such **MEMBER**. Such loss to the spouse will be covered under this policy only if and to the extent such loss would be covered if incurred by the **MEMBER**. However, this extension will not afford coverage for a **CLAIM** arising out of any **WRONGFUL ACT** committed or allegedly committed by the spouse.

2. **AUTOMOBILE** means any motor vehicle intended or designed for highway use, trailer or semi-trailer, including its equipment and any other equipment permanently attached thereto, but **AUTOMOBILE** does not include **MOBILE EQUIPMENT**. However, self-propelled vehicles with the following types of permanently attached equipment are considered **AUTOMOBILE**:

Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning.

3. **BODILY INJURY** means physical injury (including death) to any person, and any mental anguish or shock, sickness, disease, disability or death associated with or arising from such physical injury.
4. **CAMPUS SECURITY ACTIVITIES** means the activities of any **MEMBER** while acting under the color of law as a campus security officer, auxiliary officer, employee, or volunteer of the **NAMED MEMBER** or as an officer of a law enforcement agency or department working on behalf of the **NAMED MEMBER**. **CAMPUS SECURITY ACTIVITIES** do not include **EMPLOYMENT PRACTICE VIOLATIONS**.
5. **EARTH MOVEMENT** means seismic geologic activity which causes movement in the earth's surface including loss or damage from any other cause or event that contributes concurrently or in any sequence to the loss, except direct loss of or damage to **PROPERTY OF THE MEMBER** caused by ensuing fire and/or explosion. If more than one **EARTH MOVEMENT** shock occurs within any period of seventy-two (72) hours during the **PERIOD OF INSURANCE**, such **EARTH MOVEMENT** shock is deemed to be a single **EARTH MOVEMENT** occurrence.
6. **EMPLOYEE BENEFIT PROGRAMS** means group life insurance, group accident or health insurance, pension plans, profit sharing plans, employee savings and investment plans, employee stock subscription plans, travel or vacation plans, workers compensation, unemployment insurance, social security, disability benefits insurance, employee welfare benefit plans and welfare plans, and any other similar **EMPLOYEE BENEFIT PROGRAMS**.
7. **EMPLOYMENT PRACTICE VIOLATION** means:
 - (a) Refusal to employ;
 - (b) Termination of employment;
 - (c) Practices, policies, acts or omissions such as Coercion, Demotion, Failure to Promote, Evaluation, Reassignment, Discipline, Humiliation, Retaliation, Libel, Slander, Defamation of Character, Harassment (other than **SEXUAL HARASSMENT**), including Violation of Civil Rights or Discrimination by the **MEMBER**, which are employment related;
 - (d) Any act relating to the selection, supervision or dismissal of any **MEMBER**.
8. **FUNGAL PATHOGENS** means any fungus or mycota or any byproduct or type of infestation produced by such fungus or mycota, including but not limited to, mold, mildew, mycotoxins, spores or any biogenic aerosols.
9. **MEDICAL PAYMENTS** means reasonable expenses for first aid, necessary medical, surgical, X-ray and dental services, ambulance, hospital, professional nursing and funeral services as are necessary as a result of an **OCCURRENCE** not otherwise excluded on account of **BODILY INJURY** provided the **MEDICAL PAYMENTS** are incurred within 1 (one) year of the **OCCURRENCE**.
10. **MOBILE EQUIPMENT** means any of the following types of land vehicles, including any attached machinery or equipment:
 - (a) Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - (b) Vehicles maintained for use solely on or next to premises the **MEMBER** owns or rents;
 - (c) Vehicles that travel on crawler treads;

- (d) Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (i) Power cranes, shovels, loaders, diggers or drills; or
 - (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - (e) Vehicles not described in (a), (b), (c), or (d) above, that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (i) Air compressors, pumps and generators including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (ii) Cherry pickers and similar devices used to raise or lower workers;
 - (f) Vehicles not described in (a), (b), (c), or (d) above, maintained primarily for purposes other than the transportation of persons or cargo.
11. **NAMED MEMBER** means the person and/or organization first named in the Members Coverage Certificate.
12. **PERIOD OF INSURANCE** means the length of time that the Agreement is in force as stated on Page 1 as the Effective Date and Expiration Date.
13. **PERSONAL INJURY** means any Injury (other than **BODILY INJURY** or **PROPERTY DAMAGE**) arising out of one or more of the following:
- Wrongful Entry; Wrongful Eviction; Malicious Prosecution; Humiliation; Piracy; Infringement or Misappropriation of any Intellectual Property Rights (including: Copyrights; Patents; Trademarks; Servicemarks; and Advertising, Broadcasting, Telecasting, and Publishing Ideas using any medium); Invasion of Rights of Privacy; Libel; Slander; Defamation of Character; Disparagement of Property; Erroneous Service of Civil Papers; False Arrest; False Imprisonment; and Detention.
- Injury includes: Mental Anguish, Shock, Sickness, Disease, Disability or Death, which do not arise from **BODILY INJURY** or **PROPERTY DAMAGE**.
- In addition, as respects to **CAMPUS SECURITY ACTIVITIES** only, **PERSONAL INJURY** also includes any Injury (other than **BODILY INJURY** or **PROPERTY DAMAGE**) arising out of Discrimination or Violation of Civil Rights.
14. **POLLUTANTS** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, liquids, solids, gases, thermal pollutants, waste, and all other irritants, or contaminants. Waste includes materials to be recycled, reconditioned or reclaimed.
15. **PROPERTY DAMAGE** means direct damage to or destruction or loss of property, including all resulting loss of use of property, excluding however, damage to the **PROPERTY OF THE MEMBER**.
16. **RECOVERY** means all claims, **SUITS** or other causes of action that any **MEMBER** has against any person or entity resulting from a covered loss; any right of subrogation, whether the **MEMBER'S** or ALICAP's resulting from a covered loss; and any rights that any **MEMBER** has to the monetary value of any damaged property, whether tangible or intangible, for which a claim for total loss or damage is made under the Agreement.

17. **DEDUCTIBLE** means that United States Dollar amount specified in the **SCHEDULE OF DEDUCTIBLES** which the **MEMBER** is obligated to pay because of loss or damage covered under any Section of this Agreement, before this Agreement pays or pays on behalf of the **MEMBER** for the same loss.

18. **SEXUAL HARASSMENT** means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature of a person by another person, or persons acting in concert, arising from a **WRONGFUL ACT**, which causes mental injuries when:

(a) Submission to or rejection of such conduct is made either explicitly or implicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or

(b) Such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

But **SEXUAL HARASSMENT** does not include **SEXUAL ABUSE**.

19. **SEXUAL ABUSE** means any actual, attempted or alleged criminal sexual conduct of a person by another person, or persons acting in concert, regardless if criminal charges or proceedings are brought, which causes physical and/or mental injuries. **SEXUAL ABUSE** also includes actual, attempted or alleged: sexual molestation, sexual assault, sexual exploitation or sexual injury.

But **SEXUAL ABUSE** does not include **SEXUAL HARASSMENT**.

20. **SUIT** means a civil proceeding in which injuries or damages are alleged. **SUIT** includes:

(a) A binding arbitration proceeding in which such damages are claimed and to which the **MEMBER** must submit or does submit with or without ALICAP's consent; or

(b) Any other binding alternative dispute resolution proceeding in which such damages are claimed and to which the **MEMBER** submits with or without our consent.

21. **ULTIMATE NET LOSS** means the total sum which **ALICAP** is obligated to pay on behalf of the **MEMBER** because of loss or damage covered under any Section of this Agreement, either through adjudication or compromise.

ULTIMATE NET LOSS does not include: any expenses incurred by the **MEMBER** in the administration of any claim for loss or damage; payments, including salaries and expenses, to any employee or official of a **MEMBER** for services rendered in administering any claim; payment for any judgments or acts deemed uninsurable by law; or any sum which the **MEMBER** is obligated to pay because of loss or damage not covered under any Section of this Agreement.

ALICAP is liable only for the **ULTIMATE NET LOSS** in excess of the applicable **DEDUCTIBLE**, and not more than the **LIMIT OF INSURANCE**. ALICAP's duty to pay ends when the applicable **LIMIT OF INSURANCE** is exhausted by the payment, of the **ULTIMATE NET LOSS**.

22. **WRONGFUL ACT** means any actual or alleged error or misstatement, omission, act or neglect or breach of duty due to misfeasance, malfeasance, and nonfeasance, including any **EMPLOYMENT PRACTICE VIOLATION**, Discrimination, and Violation of Civil Rights by the **MEMBER**, including mental anguish which arises out of any **EMPLOYMENT PRACTICE VIOLATION**, Discrimination, and Violation of Civil Rights by the **MEMBER**.

All **CLAIMS** based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **MEMBERS** shall be deemed one **WRONGFUL ACT**. Only one Agreement issued by ALICAP, one **DEDUCTIBLE**, and one **LIMIT OF INSURANCE** is applicable to any one **WRONGFUL ACT**.

SECTION I - PROPERTY

PART I – PROPERTY SUBLIMITS

- A. SUBLIMITS OF LIABILITY:** Sub-limits of page 2 Liability stated below are subject to and not in addition to ALICAP's maximum liability shown in **LIMITS OF LIABILITY**. These sub-limits of liability and the specified limits of liability contained in the forms, endorsements and extensions attached, if any, are per **OCCURRENCE** unless otherwise indicated.

If the words, **NOT COVERED** are shown, instead of a limit, sublimit amount or number of days, or if a specified amount or number of days is not shown corresponding to any coverage or Covered Cause of Loss, then no coverage is provided for that coverage or Covered Cause of Loss.

- | | |
|----------------------------|---|
| (1) EARTH MOVEMENT: | \$50,000,000 ALICAP Annual Aggregate |
| (2) FLOOD: | \$50,000,000 ALICAP Annual Aggregate |
| FLOOD – 100 Year | \$15,000,000 ALICAP Annual Aggregate |
| (3) DEBRIS REMOVAL: | \$50,000,000 |

ALICAP's total liability for Debris Removal per **OCCURRENCE** for all **MEMBER LOCATIONS** sustaining covered direct physical loss or damage payable under this Coverage Agreement shall not exceed this limit.

- | | |
|---|--|
| (4) ACCOUNTS RECEIVABLE: | \$10,000,000 |
| (5) CIVIL OR MILITARY AUTHORITY: | \$10,000,000 (this coverage does not pyramid limits with Extra Expense) |
| (6) COURSE OF CONSTRUCTION: | \$25,000,000 |
| (7) DEMOLITION & INCREASED COST OF CONSTRUCTION: | \$50,000,000 |
| (8) ERRORS AND OMISSIONS: | \$25,000,000 |
| Subject to all other sub-limits contained herein. | |
| (9) EXTRA EXPENSE: | \$25,000,000 |
| (10) FINE ARTS: | \$1,000,000 |
| (11) INGRESS/EGRESS COVERAGE: | \$10,000,000 (Time Element except for Extra Expense not covered). This coverage does not pyramid limits with Extra Expense. |
| (12) LEASEHOLD IMPROVEMENTS AND BETTERMENTS: | \$5,000,000 |
| (13) LEASEHOLD INTEREST: | \$1,000,000 |
| (14) MISCELLANEOUS UNNAMED LOCATIONS: | \$5,000,000 |
| (15) NEWLY ACQUIRED PROPERTY: | 90 Days, but in no event will ALICAP pay more than \$10,000,000 |

Subject to all other sub-limits contained herein.

(16) POLLUTANT CLEAN UP:	\$100,000 aggregate
(17) PROFESSIONAL FEES:	\$250,000
(18) SERVICE INTERRUPTION:	\$25,000,000
(19) TRANSIT:	\$5,000,000
(20) VACANT BUILDINGS:	\$10,000,000
(21) VALUABLE PAPERS AND RECORDS:	\$10,000,000

PART II – COVERED CAUSES OF LOSS

A. PERILS INSURED AGAINST

This policy insures against direct physical loss of or damage to property described herein including general average, salvage and all other similar charges on shipments covered hereunder, if any, except as hereinafter excluded.

B. PERILS EXCLUDED

This policy does not insure against loss or damage caused directly or indirectly by any of the following excluded perils. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- (1) any loss or damage resulting from, or arising out of, fraudulent or dishonest or criminal act or acts committed by the **MEMBER** or any of the **MEMBER'S** employees or others to whom the property may be delivered or entrusted. This exclusion does not apply to acts of destruction by your employees, directors, trustees, authorized representatives or anyone to whom you entrust property for any purpose.
- (2) inventory shortage or unexplained disappearance;
- (3) any loss or damage resulting from defective design or specifications, faulty materials or faulty workmanship. But, if loss or damage from a covered peril herein results, to covered property, from such defective design or specifications, faulty material or faulty workmanship, then this policy will cover such ensuing loss or damage not otherwise excepted or excluded from coverage;
- (4) electrical injury or disturbance to electrical appliances, devices, or wiring caused by electrical currents artificially generated. But if loss or damage from a "specified covered peril" results, to covered property, from such electrical injury or disturbance, then this policy shall cover such ensuing loss or damage not otherwise excepted or excluded from coverage; this exclusion shall not apply to Electronic Data Processing Systems and Valuable Papers;
- (5) mechanical breakdown. But if loss or damage from a covered peril results from such mechanical breakdown then this policy shall cover such ensuing loss or damage not otherwise excepted or excluded from coverage. This exclusion shall not apply to Electronic Data Processing Systems and Valuable Papers.

- (6) explosion, rupture, or bursting of steam boilers, steam pipes, steam turbines or steam engines owned or operated by the **MEMBER**. But if loss or damage from a "specified covered peril" results, to covered property, from such explosion, rupture, or bursting then this policy shall cover such ensuing loss or damage not otherwise excepted or excluded from coverage;
- (7) loss or damage caused by, arising out of, contributed to, or resulting from:
- (a) moth, vermin, termites or other insects;
 - (b) inherent vice, latent defect, rust, wet or dry rot;
 - (c) dampness of atmosphere, smog or extremes in temperature, marring, scratching, change in color or finish, contamination by pollutants or any other foreign matter;
 - (d) fungus, mold(s), mildew or yeast or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;
 - (i) fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll and including mold(s), rusts, mildews, smuts and mushrooms;
 - (ii) mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);
 - (iii) spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms.

But, if loss or damage from a "specified covered peril" herein results to covered property, then this policy will cover such ensuing loss or damage not otherwise excepted or excluded from coverage.

- (8) errors in processing or manufacturing of the **NAMED MEMBER'S** products. But if loss or damage from a "specified covered peril" results, to covered property, from such errors in processing or manufacturing then this policy shall cover such ensuing loss or damage not otherwise excepted or excluded from coverage;
- (9) ordinary wear, tear, or gradual deterioration.
- But if loss or damage from a "specified covered peril" results, to covered property, from such wear, tear and gradual deterioration then this policy shall cover such ensuing loss or damage not otherwise excepted or excluded from coverage;
- (10) normal settling, shrinkage or expansion of buildings, foundations or walls, floors, or ceilings. But if loss or damage from a "specified covered peril" results, to covered property, from such settling, shrinkage or expansion then this policy shall cover such ensuing loss or damage not otherwise excepted or excluded from coverage;
- (11) loss of market;
- (12) delay with respects to property in transit;
- (13) against nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) **insured** against in this policy; except
- (a) if fire ensues, liability is specifically assumed for direct loss by such ensuing fire but not including any loss due to nuclear reaction, nuclear radiation or radioactive contamination;

- (b) ALICAP shall be liable for loss or damage caused by sudden and accidental radioactive contamination including resultant radiation damage from material used or stored or from processes conducted on a **NAMED MEMBER** premises provided at the time of loss there is neither a nuclear reactor capable of sustaining nuclear fission in a self-supporting chain reaction nor any new or used nuclear fuel on the **NAMED MEMBER** premises.
- (14) War:
- (a) war, hostile or warlike action in time of peace or war, whether or not declared, including action in hindering, combating or defending against an actual, impending or expected attack:
 - (i) by government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces
 - (ii) by military, naval or air forces; or
 - (iii) by an agent of any such government, power, authority or force.
 - (b) any weapon of war employing atomic fission or radioactive force whether in time of peace or war, whether or not its discharge was accidental;
 - (c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction;
 - (d) any act of one or more persons, whether known or unknown and whether or not agents of a sovereign power, for Terrorist purposes;
 - (e) hijacking or any unlawful seizure or wrongful exercise or control of any mode of transportation, including but not limited to aircraft, watercraft, truck(s), train(s) or automobile(s), including any attempted seizure of control, made by any person or persons, for Terrorist purposes. Such loss or damage is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the loss or damage. Terrorist purpose means the use or threatened use of any unlawful means, including the use of force or violence against any person(s) or property(ies), for the actual or apparent purpose of intimidating, coercing, punishing or affecting society or some portion of society or government.
- (15) Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government de jure or de facto or any public, municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.
- (16) Loss or damage caused by or resulting from:
- (a) Earth Movement, unless specified in the sub-limits of Liability, and then only for such specified amount;
 - (b) Flood, unless specified in the sub-limits of Liability, and then only for such specified amount;
 - (c) any and all loss from any other cause when occurring concurrently or sequentially with Earth Movement or Flood except Fire, Explosion or leakage from fire protective systems or devices. The limit of insurance hereunder for such Fire Explosion or leakage from fire protective systems or devices shall be the amount of insurance covering the property or the residual value of the property if the Fire Explosion or leakage from fire protective systems or devices is preceded by Earth Movement damage or Flood, whichever is the lesser amount.
- (17) Any loss or damage caused by, resulting from, contributed to or made worse by actual alleged or threatened release, discharge escape or dispersal of **CONTAMINANTS** or **POLLUTANTS**, all whether direct, indirect, proximate or remote or in whole or in part caused by contributed to or aggravated by any physical damage insured by this policy.

Nevertheless, if fire, not otherwise excepted or excluded from coverage, arises directly or indirectly from seepage or contamination or pollution, any loss or damage insured under this policy arising directly from that fire is insured, subject to the provisions of this policy.

For the purpose of this exclusion, **CONTAMINANTS** and **POLLUTANTS** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, fungi, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion shall not apply when loss or damage is directly caused by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm, hail, vandalism, malicious mischief. But, ALICAP shall not be liable for more than the amount stated in the Declarations as a result of such ensuing loss or damage.

This exclusion shall also not apply when loss or damage is directly caused by leakage or accidental discharge from automatic fire protection systems.

- (18) This policy does not cover:
- (a) The removal of asbestos, dioxin or polychlorinated biphenyl (hereinafter all referred to as "Materials") from any good, product or structure. However, if asbestos is damaged by fire, lightning, aircraft impact, explosion, riot, civil commotion, smoke, vehicle impact, windstorm or hail, vandalism, malicious mischief, or leakage or accidental discharge from an automatic fire protection system, the cost of removal shall be covered herein. The coverage afforded by this extension does not apply to the costs of investigation or defense of any loss or damage, or any costs for loss of use expense, fine or penalty or for any expense or claim or suit related to any of the above.
 - (b) Demolition or increased cost of reconstruction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating such Materials.
 - (c) Any governmental direction or request declaring that such Materials present in, or part of, or utilized on any undamaged portion of the **MEMBER'S** property can no longer be used for the purpose for which it was intended or installed and must be removed or modified.
- (19) Notwithstanding any of the provisions of this policy, ALICAP shall not be liable for loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the **MEMBER** at the order of any Government Agency, Court or other Authority arising from any cause whatsoever.
- (20) This policy does not cover:
- (a) Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the **MEMBER** or not, and whether occurring before, during or after the year 2000 that results from the inability to:
 - (i) correctly recognize any date as its true calendar date;
 - (ii) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or

- (iii) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
- (b) the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
- (c) Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the **MEMBER** or for the **MEMBER** or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (1) above.

Such Damage or Consequential Loss described in (a), (b) or (c) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence. This shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from peril or perils covered under this policy;

- (21) This policy does not cover: Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:
 - (a) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
 - (b) Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
 - (c) Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the **MEMBER** to conduct business.

This shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from one or more of the following perils: Fire, Lightning, Earth Movement, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.

Such Damage or Consequential loss described in (a), (b), or (c) above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

- (22) This policy does not insure against any loss, damage, cost or expense caused by or resulting from any of the following, regardless of any other cause or event contributing concurrently or in any sequence thereto:
 - (a) The unlawful possession, use, release, discharge, dispersal or disposal of any bacteriological, viral, radioactive or similar agents or matter regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.
 - (b) The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

PART III – INSURED PROPERTY

A. PROPERTY INSURED AGAINST

Except as hereinafter excluded, this policy covers:

(1) REAL AND/OR PERSONAL PROPERTY

- (a) The interest of the Insured in all Real and/or Personal Property, including improvements and betterments and alterations owned or used by the Insured, as stated in the Schedule and/or Declarations attached to and forming a part of this policy, or hereinafter constructed, erected, installed, or acquired.

In the event of loss or damage, ALICAP agrees to accept and consider the Insured as sole and unconditional owner of improvements and betterments, unless otherwise stated by contract or lease agreement.

- (b) The interest of the **NAMED MEMBER** in Real and Personal Property of others in the **MEMBER'S** care, custody, or control.
- (c) Personal Property of the **MEMBER'S** officers and employees while on premises of the Insured, for which values have been declared and for which a sublimit is indicated in the Schedule of Limits and Sub-limits.
- (d) Contractors' interest in property covered to the extent of the **MEMBER'S** liability imposed by law or assumed by contract.

(2) VACANT PROPERTY

The **NAMED MEMBER** has permission to cease operations or remain vacant provided fire protection, watchman and alarm service be maintained. The **NAMED MEMBER'S** building is considered vacant or unoccupied when it does not contain enough covered Property to conduct customary business operations, but it shall not include any time when customary activities are suspended due to circumstances that are usual to the described occupancy.

Any increase in this limit is subject to ALICAP's approval.

A covered building under construction or renovation is not considered "Vacant".

B. PROPERTY EXCLUDED

This policy does not cover the following:

- (1) Money; coins, currency, bullion, notes, securities, stamps, food stamps, letters of credit, telephone cards, tickets, accounts, bills, deeds, evidence of debt;
- (2) Land; land values; soil; water, including ground water, surface water, process water and drinking water; growing crops; drying crops; standing timber; landscaping; lawns; trees; plants; shrubs and animals except animals held for research and then only for the perils of fire, wind, hail, aircraft, riot or civil commotion, vehicle, explosion and smoke;
- (3) Cost of excavations, filling, back filling and grading;
- (4) Underground pipes, flues and drains;
- (5) Wells; brick, stone or concrete foundations or footings of any kind; pilings below the surface of the ground; piers, wharves or docks; pavements, sidewalks or roadways; retaining walls that are not part of a covered building;

- (6) Watercraft; aircraft; any type of motor vehicles licensed for highway use, except while the vehicles are on the insured's premises and also while non-operating off premises at school related conferences, meetings and related events.
- (7) Waterborne shipments to and from Hawaii or Alaska;
- (8) Export shipments after loading on board an overseas vessel or after ocean marine insurance attaches, whichever occurs first; and import shipments until they have been discharged from the overseas vessel or until the ocean marine insurance terminates, whichever occurs last;
- (9) Furs, fur garments and garment containing fur, jewels, jewelry, watches, pearls, precious and semi-precious stones, bullion, gold, silver, platinum, other precious metals and alloys;
- (10) Property sold on installment, conditional sale, trust agreement or other deferred payment plan, after delivery to customers, whether or not the insured retains title to such property;
- (11) Shipments by mail and/or parcel post;
- (12) Owned Power transmission and feeder lines and their supporting structures, located beyond 1,000 feet from the Insured's premises;
- (13) Contraband or property in the course of illegal transportation or trade.

PART IV – VALUATION

Except as otherwise provided in this Paragraph, adjustment of loss or damage under this Coverage Agreement shall be valued at the cost to repair or replace (whichever is less) at the time and place of the loss with materials of like kind and quality, without deduction for depreciation and obsolescence. The **MEMBER** may elect to rebuild on another site, provided that, such rebuilding does not increase the amount of loss or damage that would otherwise be payable to rebuild at the same site. Property that is not repaired or replaced within two (2) years after the date of loss (unless such requirement is waived by ALICAP in writing) will be valued at Actual Cash Value at the time and place of the loss.

Unless otherwise endorsed hereon, the property, as described below, will be valued as follows:

- A. Stock in process will be valued at the cost of raw materials and labor expended plus the proper proportion of overhead charges.
- B. Finished goods manufactured by the Insured will be valued at the regular cash selling price at the location where the loss occurs, less all discounts and charges to which the merchandise would have been subject had no loss occurred.
- C. Raw materials, supplies and other merchandise not manufactured by the **MEMBER** will be valued at the replacement cost.
- D. **VALUABLE PAPERS AND RECORDS** will be valued at the cost to replace or restore the property with like kind and quality including the cost to research, gather and assemble information. If not replaced, ALICAP will only pay the blank value of the papers or records.
- E. **ELECTRONIC DATA AND MEDIA** will be valued at the cost to replace or restore the property with like kind and quality including the cost to research, gather and assemble information. If not replaced, ALICAP will only pay the value of the blank media.
- F. Jigs and fixtures, dies, small tools, patterns, employees' personal property and personal property of third parties, the replacement cost if replacement cost values have been reported to ALICAP and if actually replaced; otherwise the actual cash value with proper deduction for depreciation and obsolescence; [but not to exceed the cost to repair or replace the property with material of like kind and quality].

G. LEASEHOLD IMPROVEMENTS AND BETTERMENTS will be valued as follows;

- (1) If repaired or replaced at the expense of the **MEMBER** within two (2) years after the date of the loss, the cost to repair or replace the damaged improvements and betterments;
- (2) If not repaired or replaced within two (2) years after the date of the loss, a proportion of the **MEMBER'S** original cost:

ALICAP will determine the proportionate value as follows:

- (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
- (b) Divide the amount determined in Subparagraph a. above by the number of days from the installation of improvements to the expiration of the lease.

If the **MEMBER'S** lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure; or

- (3) Nothing if others pay for repairs or replacement.

H. FINE ARTS will be valued as follows:

- (1) If there is no Agreed Value on file with ALICAP, then the lesser of:

- (a) The cost to repair or replace the **FINE ART**, or
- (b) The appraised value which will be determined as of the time of the loss.

- (2) If there is an Agreed Value on file with ALICAP, then the Agreed Value on file with ALICAP.

I. ACCOUNTS RECEIVABLE will be valued at the amount owed the **MEMBER** which the **MEMBER** is unable to collect from customers, and shall include:

- (1) Any collection expenses over and above the normal collection costs;
- (2) Interest charges on any loan to offset impaired collections pending repayment of such sums that cannot be collected; and
- (3) Other reasonable and necessary expenses incurred by the **MEMBER** to recreate Accounts Receivable Records.

Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts shall be deducted in determining the recovery hereunder.

After payment of loss by ALICAP, all amounts recovered by the **MEMBER** on Accounts Receivable for which the **MEMBER** has been paid will belong to and will be paid to ALICAP by the **MEMBER** up to the total amount of loss paid by ALICAP. All recoveries in excess of such amounts will belong to the **MEMBER**.

In the event it is possible to reconstruct the **MEMBER'S** Accounts Receivable Records after they have been physically lost or damaged, so that no shortage in collection of Accounts Receivable is sustained, ALICAP shall only be liable for the costs of the material and the time required to reconstruct such records, with the exercise of due diligence and dispatch, but only to the extent that such amounts are not covered by any other insurance.

J. PROPERTY FOR SALE: If, at the time of the loss, any real property is being offered for sale, the loss or damage to such property will be valued at the lesser of:

- (1) The cost to repair or replace the damaged property, or
- (2) The price at which the property is offered for sale less the market value of the **LAND**.

K. PROPERTY IN TRANSIT: In case of loss, the basis of adjustment shall be:

- (1) Property shipped to or for the account of the **MEMBER** shall be valued at the actual invoice to the **MEMBER**, together with such costs and charges as may have accrued and become legally due on such property;
- (2) Property which has been sold by the **MEMBER** and has been shipped to or for account of the purchaser (if covered hereunder) is valued at the amount of the **MEMBER'S** selling invoice, including prepaid or advanced freight;
- (3) Property of others not under invoice shall be valued at the actual market value at the point of destination on the date of the **OCCURRENCE**, less any charges saved which would have become due and payable upon delivery at destination; or
- (4) Property of the **MEMBER** not under invoice shall be valued in accordance with the valuation provisions of this Coverage Agreement applying at the location from which such property is being transported, less any charges saved which would have become due and payable upon delivery at such destination.

L. Contractor's equipment shall be valued at actual cash value, unless an agreed value applies.

M. For all other property: At replacement cost with material of like kind and quality if actually replaced; otherwise, the Actual Cash Value, but not to exceed replacement cost.

With respect to Subparagraph A. through M., inclusive, unless otherwise specifically stated, ALICAP will compute the valuations at the time and place of the loss.

PART V – TIME ELEMENT COVERAGE

A. EXTRA EXPENSE: This agreement is extended to cover the loss sustained by the **MEMBER** for Extra Expense during the Period of Interruption resulting from direct physical loss or damage from a Covered Cause of Loss to insured property utilized by the **MEMBER**. Extra Expense means:

- (1) The reasonable and necessary extra expense incurred to temporarily continue as nearly normal as practicable the conduct of the **MEMBER'S** business over and above the total cost that would normally be incurred to conduct the business during the same period had no loss or damage occurred; and
- (2) The reasonable and necessary extra costs of temporarily using property or facilities of the **MEMBER** or others.

The **MEMBER** agrees to use any suitable property or service owned or controlled by the **MEMBER** or obtainable from other sources in reducing the Gross Earnings loss and Extra Expense incurred under this agreement.

B. INTERRUPTION BY CIVIL OR MILITARY AUTHORITY: This agreement is extended to cover the actual loss sustained for Extra Expense cover during the period of time when access to the **MEMBER'S** real or personal property is prohibited by a written order of civil or military authority, provided that, such order is a direct result of a Covered Cause of Loss to real property of a type insured against, within one (1) mile of an insured location. Such period of time begins with the effective date of the order of civil or military authority and ends no later than the number of days shown on Page 1. In no event will ALICAP pay more than the Sublimit shown in **PART I – PROPERTY SUBLIMITS** for this Additional Time Element Coverage.

C. INGRESS & EGRESS: This agreement is extended to cover the actual loss sustained for Extra Expense cover during the period of time when ingress to or egress from the **MEMBER'S** real or personal property is prohibited as a direct result of a Covered Cause of Loss to real property of a type insured against, within one (1) mile of an insured location. Such period of time begins on the date that ingress to or egress from real or personal property is prohibited and ends no later than the number of days shown on Page 1. In no event will ALICAP pay more than the Sublimit shown in **PART 1 – PROPERTY SUBLIMITS** for this Additional Time Element Coverage.

D. ADDITIONAL EXCLUSIONS: Section V - Time Element Coverage does not cover:

- (1) **IDLE PERIODS** - Any loss during any period in which goods would not have been produced, or business operations or services would not have been maintained, for any reason other than physical loss or damage from a Covered Cause of Loss to which this coverage applies;
- (2) **REMOTE LOSS**
 - (a) Any increase in loss due to the suspension, cancellation, or lapse of any lease, contract, license or order,
 - (b) Any loss due to fines or damages for breach of contract or for late or non-completion of orders or penalties of whatever nature, or
 - (c) Any increase in loss due to interference at the **MEMBER'S** premises by strikers or other persons with rebuilding, repairing, or replacing the property damaged or destroyed, or with the resumption or continuation of business, or with the re-occupancy of the premises,

Nor shall ALICAP be liable for any other consequential or remote loss, other than as specifically provided in this PART V;

(3) **FINISHED PRODUCTS**

Any loss resulting from loss or damage to finished products manufactured by the **MEMBER** nor for the time required for their reproduction;

- (4) **TRANSIT** - Any loss resulting from loss or damage to property in transit.

PART VI – ADDITIONAL COVERAGES

The following additional coverages are subject to the terms and conditions of this Coverage Agreement, including, the deductibles and sub-limits of liability corresponding to each such additional coverage shown in Part One of this Coverage Section I. These sub-limits are part of, and not in addition to sub-limits and limits of liability of this Coverage Agreement, including, but not limited to, the **EARTH MOVEMENT, FLOOD**, or Named Storm Sub-limits of Liability provided herein, if applicable.

A. ACCOUNTS RECEIVABLE: This Coverage Agreement covers any shortage in the collection of Accounts Receivable directly resulting from direct physical loss or damage to the **MEMBER** by this Coverage Agreement to Accounts Receivable Records.

ALICAP shall be liable for:

- (1) Any collection expenses over and above the normal collection costs.
- (2) Interest charges on any loan to offset impaired collections pending repayment of such sums that cannot be collected.
- (3) Other reasonable and necessary expenses incurred by the **MEMBER** to recreate Accounts Receivable Records.

Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts shall be deducted in determining the recovery hereunder.

All amounts recovered by the **MEMBER** on Accounts Receivable outstanding at the time of such loss or damage shall belong and be paid to ALICAP by the **MEMBER** up to a total not exceeding the amount of loss paid hereunder, but all recoveries exceeding that amount shall be for and belong to the **MEMBER**.

In the event it is possible to reconstruct the **MEMBER'S** Accounts Receivable Records after they have been physically lost or damaged, so that no shortage in collection of Accounts Receivable is sustained, ALICAP shall be liable only for the cost of blank Accounts Receivable Records and the time required, with the exercise of due diligence and dispatch, to reestablish and/or reconstruct such Accounts Receivable Records, but only so far as not covered by any other insurance.

This extension of coverage does not apply to loss due to:

- (1) Bookkeeping, accounting or billing errors and omissions; and
- (2) Alteration, falsification, manipulation, concealment, destruction, or disposal of Accounts Receivable Records committed to conceal the wrong giving, taking, obtaining or withholding of money, securities or other property, but only to the extent of such wrongful giving, taking, obtaining or withholding.

B. DEBRIS REMOVAL: This Coverage Agreement covers the necessary and reasonable expense of removal from the **MEMBER** Locations of debris of **MEMBER** Property remaining as a result of direct physical loss or damage insured against under this Coverage Agreement when the **MEMBER** gives written notice of such direct physical loss or damage to ALICAP, no later than 180 days after the loss. There is no liability for the expense of removing contaminated or polluted uninsured property, nor the Pollutant or Contaminant therein or thereon, whether or not the contamination results from an insured event.

C. DEMOLITION AND INCREASED COST OF CONSTRUCTION: In the event of direct physical loss or damage covered under this Coverage Agreement that results in the enforcement of any law, ordinance, governmental directive or standard in effect at the time of loss or damage regulating the construction, repair or use and occupancy of the property, ALICAP shall pay:

- (1) Under Demolition Coverage A: For the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building;
- (2) Under Demolition Coverage B: For the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property;
- (3) Under Demolition Coverage C: For the increased cost of repair or replacement of the damaged building and undamaged part of the same building, limited to the cost that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or replacement of the damaged building. However, ALICAP shall not be liable for any such increased cost of construction unless the damaged building is actually rebuilt or replaced;

ALICAP shall not be liable for any cost of demolition or increased cost of replacement, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating any form of contamination or pollution.

D. ELECTRONIC DATA AND MEDIA: This Coverage Agreement is extended to cover direct physical loss or damage to **ELECTRONIC DATA AND MEDIA**.

E. ERRORS OR OMISSIONS: This Coverage Agreement is extended to cover direct physical loss or damage at **LOCATIONS** within the Coverage Territory that are owned, leased or operated by the **MEMBER**, if such loss or damage is not payable under this Coverage Agreement solely due to:

- (1) Any error or unintentional omission in the description of the address of the property whether made at the inception of the **PERIOD OF INSURANCE** or subsequent thereto; or
- (2) Failure through any error or unintentional omission to:
 - a. Include any **LOCATION** of the **MEMBER** at the inception of the Coverage Agreement; or
 - b. Report any newly acquired location before the period of automatic coverage provided under this Coverage Agreement for Newly acquired location(s) expires.

With respect to Subparagraphs 1. and 2. above, this Errors or Omissions Additional Coverage does not allow the **MEMBER** or its representative to correct any value shown in the Statement of Values after a covered loss.

This Coverage Agreement covers such direct physical loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made.

It is a condition of this additional coverage that any error or unintentional omission be reported by the **MEMBER** to ALICAP when discovered.

There is no coverage under this Paragraph for loss or damage which is covered under Newly Acquired Property or Miscellaneous Unnamed **LOCATIONS** provisions of this Coverage Agreement.

F. FINE ARTS: This Coverage Agreement is extended to cover direct physical loss or damage to **FINE ARTS**. However, no coverage is provided for:

- (1) Breakage of art, glass, windows, statuary, sculptures, marble, glassware, porcelain, bric-a-brac, antique furniture; antique jewelry or similar fragile articles, unless such breakage is caused by a **DEFINED PERIL** at the **MEMBER LOCATION**; or
- (2) Loss or damage as a result of restoring, repairing, or retouching processes.

G. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES: This Coverage Agreement covers the following expenses resulting from a Covered Cause of Loss:

- (1) Fire brigade charges and any extinguishing expenses which the **MEMBER** incurs;
- (2) Loss and disposal of fire extinguishing materials expended.

There is no coverage for any costs incurred as a result of a false alarm.

H. LEASEHOLD IMPROVEMENTS & BETTERMENTS: This Coverage Agreement is extended to cover the value of undamaged tenant's improvements and betterments when the **MEMBER'S** lease is cancelled by the **MEMBER** tenant or lessor; acting under a valid condition of the lease due to direct physical loss or damage to building or personal property caused by or resulting from a Covered Cause of Loss at a **MEMBER LOCATION**. No sublimit of liability applies to this additional coverage, but in no event, will ALICAP be liable for an amount in excess of the applicable sublimit of liability specified for the Leasehold Interest, if any.

I. LEASEHOLD INTEREST: If **MEMBER** Property is: (1) rendered wholly or partially untenable by a Covered Cause of Loss during the Agreement period and (2) the **MEMBER'S** lease is cancelled by a party, other than the **NAMED MEMBER**, or an entity with any common ownership of the **NAMED MEMBER**, in accordance with the conditions of the lease or as a result of a statutory requirement of the appropriate jurisdiction in which the damaged or destroyed **MEMBER** Property is located, then this Coverage Agreement is extended to cover **THE INTEREST OF THE MEMBER AS LESSEE** or **THE INTEREST OF THE MEMBER AS LESSOR**, whichever is applicable, but only for the first three months succeeding the date of the loss and the **NET LEASE INTEREST** shall be paid for the remaining months of the unexpired lease.

Recovery under this additional coverage shall be the pro rata proportion from the date of loss to expiration date of the lease (to be paid without discount) on the **MEMBER'S** interest in:

- (1) The amount of bonus paid by the **MEMBER** for the acquisition of the lease not recoverable under the terms of the lease;
- (2) Improvements and betterments to real property which are not covered under any other section of this Coverage Agreement; and
- (3) The amount of advance rental paid by the **MEMBER** and not recoverable under the terms of the lease.

Definitions: The following terms, wherever used in this section shall mean:

1. **THE INTEREST OF THE MEMBER AS LESSEE** is defined as:
 - (a) the excess of the rental value of similar premises over the actual rental payable by the lessee (including any maintenance or operating charges paid by the lessee) during the unexpired term of the lease; and
 - (b) the rental income earned by the **MEMBER** from sublease agreements, to the extent not covered under any other section of this Coverage Agreement, over and above the rental expenses specified in the lease between the **MEMBER** and the lessor.
2. **THE INTEREST OF THE MEMBER AS LESSOR** is defined as the difference between the rents payable to the lessor under the terms of the lease in effect at the time of loss and the actual rent collectible by the lessor during the unexpired term of the lease provided the lease is canceled by the lessee, to the extent not covered under any other section of this Coverage Agreement.
3. **NET LEASE INTEREST** is defined as that sum, which placed at 6% interest compounded annually will be equivalent to **THE INTEREST OF THE MEMBER AS LESSEE OR LESSOR**.

ALICAP shall not be liable for any increase of loss which may be occasioned by the suspension, lapse or cancellation of any license or by the **NAMED MEMBER** exercising any option to cancel the lease. Furthermore, the **NAMED MEMBER** shall use due diligence including all things reasonably practicable to diminish loss under this additional coverage.

- J. **LIMITED POLLUTION COVERAGE:** This Coverage Agreement is extended to cover the reasonable and necessary additional expense incurred to remove, dispose of, or clean-up the actual presence of **POLLUTANTS OR CONTAMINANTS** from **LAND** or water at a **MEMBER LOCATION** when such **LAND** or water is contaminated or polluted due to a Covered Cause of Loss at the **MEMBER LOCATION**. There will be no coverage unless such expenses are reported to ALICAP within 180 days after the date of such Covered Cause of Loss.
- K. **NEWLY ACQUIRED PROPERTY:** This Coverage Agreement covers real or personal property of the type insured under this Coverage Agreement that is rented, leased, or purchased by the **MEMBER** after the inception date of this Coverage Agreement. Coverage under this additional coverage ceases at the earlier of the following dates:
 - (1) Ninety (90) days from the date of acquisition or lease of such property or such other number of days shown in Section I for Newly Acquired Property, if applicable, or
 - (2) When the newly acquired location is bound by ALICAP; or
 - (3) ALICAP notifies the **MEMBER** that it will not bind the newly acquired location.

There is no coverage for any property that is partially or wholly insured under any other insurance.

There is no coverage under this Paragraph for loss or damage which is covered under the Error or Omissions or **MISCELLANEOUS UNNAMED LOCATIONS** provisions of this Coverage Agreement.

- L. **PAIRS OR SETS:** If two or more components or parts are necessary for a whole or complete product, then this Coverage Agreement covers reduction in value of insured components or parts of products due to direct physical loss or damage insured against by this Coverage Agreement to the other insured components or parts of such products.

No sublimit of liability applies to this additional coverage.

M. PROFESSIONAL FEES:

This Policy is extended to covered reasonable and necessary Claim Preparation Costs incurred by the **MEMBER** at the request of the ALICAP for the purpose of determining the extent or amount of insured loss or damage as a result of a Covered Cause of Loss under this Policy, provided that, the **MEMBER** obtains the prior written approval of ALICAP for the vendor to be engaged by the **MEMBER**.

Claim Preparation Costs means:

- (1) The cost of taking inventory and the cost of gathering and preparing other data to substantiate the extent or amount of loss or damage: and
- (2) The cost of services provided by accountants, contractors, and engineers solely for purpose of determining the extent or amount of loss.

Claim Preparation Costs does not mean and does not include:

- (1) Legal fees, charges, and expenses;
- (2) Fees and costs of a public claims adjuster, claim consultant, insurance broker or agent, or any person acting for or on behalf of a public claim adjuster, claim consultant, or insurance broker or agent;
- (3) Costs associated with negotiation or presentation of any claim or part of a claim that the ALICAP has advised the **MEMBER** is disputed or denied;
- (4) Costs associated with establishing that any claim or part of a claim is covered by the Policy; or
- (5) Costs which represent overhead or operating expense of any **MEMBER**, including salaries of such **MEMBER'S** employees.

N. PROPERTY REMOVED FROM MEMBER LOCATIONS: This Coverage Agreement covers direct physical loss or damage to personal property of the **MEMBER** by a Covered Cause of Loss at any **LOCATION** within the Coverage Territory when removed from the **MEMBER LOCATIONS** for the purpose of being repaired or serviced, excluding:

- (1) Personal property of the **MEMBER** covered under another Policy or floater;
- (2) Personal property excluded under this Coverage Agreement; or
- (3) Personal property removed from the **MEMBER LOCATIONS** for normal storage or processing or preparation for sale or delivery.

O. SERVICE INTERRUPTION: This Coverage Agreement is extended to cover physical loss or damage to **MEMBER** Property and/or Time Element Coverage arising from a Covered Cause of Loss to: (1) incoming electrical, gas, water, or telecommunication equipment or outgoing sewer or (2) electrical, telecommunication, fuel, water, steam, refrigeration, or other service transmission lines, all situated outside the **MEMBER LOCATIONS**.

In such case, the loss shall be measured from date and time of the loss. With respect to any Time Element Coverage provided herein, the Period of Interruption ends when: (1) incoming electrical, gas, water, or telecommunication equipment or outgoing sewer or (2) electrical, telecommunication, fuel, water, steam, refrigeration, or other service transmission lines is restored.

P. TRANSIT: This Coverage Agreement is extended to cover personal property, not otherwise excluded by this Coverage Agreement, while such property is in transit.

It is agreed that coverage under this extension shall include the following:

- (1) Personal property shipped to customers on F.O.B., C & F, or similar terms. The **MEMBER'S** contingent interest in such shipments is admitted.
- (2) The interest of the **MEMBER** in, and legal liability for personal property of others in the actual or constructive custody of the **MEMBER**.
- (3) Personal property of others sold by the **MEMBER** which the **MEMBER** has agreed prior to loss to insure during course of delivery.

It is agreed that the following additional exclusions apply to coverage as provided under this additional coverage;

- (1) Samples in the custody of salespersons or selling agents.
- (2) Property insured under import or export ocean cargo policies.
- (3) Waterborne shipments via the Panama Canal or waterborne to and from the United States territories or possessions, Alaska, Puerto Rico, and Hawaii.
- (4) Shipments made by air unless via regularly scheduled airlines.
- (5) Property shipped by mail.
- (6) Property of others, including the **MEMBER'S** legal liability therefore, hauled on vehicles owned, leased, or operated by the **MEMBER** when acting as a common or contract carrier as defined by the Interstate Commerce Commission Regulations or other state regulatory agencies.
- (7) Any transporting vehicle or conveyance.

This additional coverage attaches from the time the property leaves the original point of shipment for the commencement of transit and covers thereafter continuously in the due course of transit within the Coverage Territory until delivered at destination.

Coverage on export shipments not insured under ocean cargo policies does not extend beyond the time when the property is loaded on board overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies does not attach until after discharge from overseas vessels or aircraft.

This additional coverage does not cover or apply to delay, loss of market, or any Time Element coverage.

Permission is granted to the **MEMBER** without prejudice to this insurance to accept the ordinary bills of lading used by carriers, including released and/or undervalued bills of lading and/or shipping or messenger receipts. The **MEMBER** may waive subrogation against railroads under sidetrack agreements, but the **MEMBER** shall not enter into any special agreement with carriers releasing them from their common law or statutory liability.

- Q. VALUABLE PAPERS AND RECORDS:** This Coverage Agreement is extended to cover **VALUABLE PAPERS AND RECORDS**.

PART VII – CONDITIONS SPECIFIC TO SECTION I - PROPERTY

- A. ABANDONMENT:** There can be no abandonment to ALICAP of any property.
- B. ADJUSTMENT OF LOSSES:** Loss or damage shall be adjusted with and payable to the **NAMED MEMBER**, subject to any certificates of insurance on file with ALICAP which require payment to a loss payee or mortgagee.

If this Coverage Agreement insures more than one entity, the **NAMED MEMBER** is authorized to act on behalf of all other **MEMBERS** with respect to their rights, obligations, and duties under this Coverage Agreement. Payment of loss or return premium under this Coverage Agreement to the first **NAMED MEMBER** shall satisfy ALICAP's obligations with respect to all **MEMBERS**.

ASSIGNED ADJUSTER: It is hereby agreed that the following shall be designated as the **ACCOUNT CLAIM ADJUSTER** for all claims reported under this agreement provided that he/she agrees to be subject to and fully comply with ALICAP's "Claim Handling Guidelines".

Adjuster Name: Michelle Bock
Adjusting Firm: Sedgwick Claims Management, Inc.
4141 N. 156th St., Ste 200
Omaha, NE 68116

- C. BRANDS AND LABELS:** If branded or labeled merchandise covered by this Coverage Agreement is physically damaged and ALICAP elects to take all or any part of such merchandise at the value established by the terms of this Coverage Agreement, the **MEMBER** may, at their own expense, stamp "**SALVAGE**" on the merchandise or its containers, or may remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage the merchandise, but the **MEMBER** must re-label the merchandise or containers in compliance with the requirements of law.
- D. CONTROL OF DAMAGED MERCHANDISE:** The **MEMBER**, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this Coverage Agreement are fit for normal intended use or consumption. No goods so deemed by the **MEMBER** to be unfit for consumption shall be sold or otherwise disposed of except by the **MEMBER** or with the **MEMBER'S** consent, but the **MEMBER** shall allow ALICAP any salvage obtained by the **MEMBER** on any sale or other disposition of such goods. The **MEMBER** shall have full right to the possession of and retain control of all goods involved in any loss under this Coverage Agreement.
- E. DIVISIBLE CONTRACT:** Subject to General Agreement, Condition 13, if the **LOCATIONS** described in this Coverage Agreement include two or more buildings or the contents of two or more buildings, the breach of any condition of this Coverage Agreement in respect to any one or more of the buildings insured or containing the **MEMBER** Property, shall not prejudice the right to recover for direct physical loss or damage occurring in any building insured or containing the **MEMBER** Property where, at the time of such loss or damage, a breach of condition does not exist.
- F. PROTECTION AND PRESERVATION OF PROPERTY:**
- In case of actual or imminent direct physical loss or damage by a Covered Cause of Loss, the expenses incurred by the **MEMBER** in taking reasonable and necessary actions for the temporary protection and preservation of **MEMBER** Property hereunder shall be added to the total direct physical loss or damage otherwise recoverable under this Coverage Agreement, but shall be subject to the applicable deductible, sublimit of liability and the **POLICY LIMIT**.
- G. REINSTATEMENT OF LIMITS:** Except for any Covered Cause of Loss which is subject to an annual aggregate limit or sublimit of liability, payment of a claim will not reduce the amount payable under this Coverage Agreement for any subsequent covered loss.
- H. REQUIREMENTS IN CASE OF LOSS:** The **MEMBER** shall:
- (1) Give prompt written notice of any loss or damage to ALICAP,
 - (2) Promptly contact the applicable authority having jurisdiction in the event a law has been broken, and promptly file a written report with such authority,
 - (3) Protect the property from further loss or damage,
 - (4) Separate the damaged and undamaged personal property,
 - (5) Maintain such property in the best possible order, and
 - (6) Furnish a complete inventory of the lost, destroyed, damaged and undamaged property, showing in detail quantities, costs, actual cash value and amount of loss claimed,

- (7) Furnish all other documents or insurance policies that ALICAP may reasonably require,
- (8) Allow ALICAP to access and inspect any of the damaged or undamaged property, and
- (9) Submit to examination under oath at such times as may be reasonably required about any matter relating to this insurance or any claim;

Within sixty (60) days after ALICAP's request, the **MEMBER** shall provide ALICAP with a proof of loss, signed and sworn to by the **MEMBER**, stating the knowledge and belief of the **MEMBER** as to the following:

- (1) The time and origin of the loss,
- (2) The interest of the **MEMBER** and of all others in the property,
- (3) The value of each item thereof determined in accordance with the Valuation Provisions of this Coverage Agreement and the amount of loss thereto and all encumbrances thereon,
- (4) All other contracts of insurance, whether collectible or not, covering any of said property, and
- (5) Any changes in the title, use, occupation, location, possession or exposures of said property subsequent to the issuance of this Coverage Agreement, by whom and for what purpose any building herein described and the several parts thereof were occupied at the time of loss whether or not it then stood on leased ground.

- I. **REVIEW OF VALUES:** The **NAMED MEMBER** shall approve valuations suggested by ALICAP at inception and each subsequent anniversary date of this Coverage Agreement, a Statement of Values which consists of the current 100% Property and Time Element values for all **MEMBER LOCATIONS**.

Such values shall be reported separately for each **LOCATION**. Receipt of said Statement of Values by ALICAP shall be considered as authorization by the **NAMED MEMBER** for premiums under this Coverage Agreement to be calculated.

The premium for this Coverage Agreement is based upon the Statement of Values on the **MEMBER'S** Coverage Certificate on file with ALICAP.

- J. **MORTGAGEES, LOSS PAYEES, AND ADDITIONAL INSURED:** Per Certificates on File with the ALICAP
- K. **TRADE OR ECONOMIC SANCTIONS:** This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

PART VIII –DEFINITIONS SPECIFIC TO SECTION I - PROPERTY

- A. **AIRCRAFT OR VEHICLE IMPACT** means only physical contact of an aircraft, spacecraft, self-propelled missile, or objects falling there from, or vehicle or an object thrown up by a vehicle.
- B. **COLLAPSE** means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- C. **DEFINED PERIL** means Fire; Lightning; **EXPLOSION; WINDSTORM; HAIL; SMOKE; AIRCRAFT OR VEHICLE IMPACT; RIOT, STRIKE OR CIVIL COMMOTION; VANDALISM AND MALICIOUS MISCHIEF; or LEAKAGE FROM FIRE PROTECTION EQUIPMENT**.
- D. **EARTH MOVEMENT** means any natural or manmade:
 - 1. Earthquake, including any earth sinking, rising or shifting related to such event;
 - 2. Landslide, including any earth sinking, rising or shifting related to such event;
 - 3. Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

4. Earth sinking rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface
5. Shocks, tremors, mudslide, mud flow, rock falls, volcanic eruption, sinkhole collapse, tsunami, subsidence or any other **EARTH MOVEMENT**.

E. EARTH MOVEMENT COUNTIES: As referenced in this Agreement, designated Earthquake Zones shall be defined as all **Locations** situated within the States or Counties as specified below;

1. PACIFIC NORTHWEST EARTHQUAKE ZONE COUNTIES

WASHINGTON: Clallum, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Thurston and Whatcom

2. NEW MADRID EARTHQUAKE COUNTIES

ARKANSAS: Clay, Craighead, Crittenden, Cross, Greene, Jackson, Lawrence, Randolph, Sharp, Mississippi, Poinsett

ILLINOIS: Alexander, Massac, Pulaski, Union, Williamson, Johnson, Pope, Saline, Jackson, Franklin, Perry, Hardin, Randolph, Monroe, St Clair, Washington, Clinton, Bond Madison, Jefferson

INDIANA: Posey, Vanderburgh, Gibson, Warrick, Pike

KENTUCKY: Ballard, Carlisle, Fulton, Graves, Hickman, Livingston, McCracken, Marshall, Calloway

MISSISSIPPI: Desoto, Tunica, Marshall, Tate, Coahoma, Bolivar

MISSOURI: Bollinger, Butler, Cape Girardeau, Dunklin, Mississippi, New Madrid, Pemiscot, Scott, Stoddard, St. Louis, St Francois, St Charles, Jefferson, Franklin, Warren, Washington, Iron, Wayne,, Reynolds, Madison, St Genevieve and Perry

TENNESSEE: Crockett, Dyer, Haywood, Lake, Lauderdale, Obion, Shelby, Tipton, Gibson, Madison, Fayette, Hardeman

F. ELECTRONIC DATA AND MEDIA means data, messages, information, coding, programs, instructions or any other software stored on electronic, electromechanical, electromagnetic data processing or electronically controlled production equipment and distributed by means of a computer network or is produced in a format for use with a computer.

G. FINE ARTS means paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit, excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money and securities.

FINE ARTS does not mean and does not include any item which would qualify as **VALUABLE PAPERS AND RECORDS**.

H. FLOOD means, whether natural or manmade, flood waters, surface water, waves, tide or tidal water, overflow or rupture of a dam, levy, dike, or other surface containment structure, storm surge, the rising, overflowing or breaking of boundaries of natural or manmade bodies of water, or the spray from any of the foregoing, all whether driven by wind or not.

I. FUNGUS, MOLD(S), MILDEW, SPORES OR YEAST:

Fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;

Mold includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);

Spore means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms,

J. LAND means land except land for which values are reported and premiums are charged hereunder, such as dikes, levees, and other surface containment structures. Surface containment structures are not land to a depth of six inches below such surface containment structures.

K. LEAKAGE FROM FIRE PROTECTION EQUIPMENT means direct physical loss or damage from:

1. Water or other substances discharged from within any part of the **FIRE PROTECTION EQUIPMENT** for the **MEMBER LOCATION** or for any adjoining **LOCATIONS**;
2. Collapse or fall of tanks forming a part of the **FIRE PROTECTION EQUIPMENT** or the component parts or supports of such tanks.

The term **FIRE PROTECTION EQUIPMENT** includes tanks, water mains, hydrants, or valves, and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes, but does not include;

1. Branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
2. Any underground water mains or appurtenances located outside of the Insured **LOCATION** and forming a part of the public water distribution system;
3. Any pond or reservoir in which the water is impounded by a dam.

L. LOCATION means the location as specified in the Statement of Values, but if not so specified, location means any building, yard, dock, wharf, pier or bulkhead or any group of the foregoing bounded on all sides by public streets, clear land space or open waterways, each not less than fifty feet wide. Any bridge or tunnel crossing such street, space or waterway shall render such separation inoperative for the purpose of this definition.

M. MISCELLANEOUS UNNAMED LOCATION(S) means a location that has not been included in the Statement of Values on file with ALICAP and has not been reported to ALICAP as may be required in the Coverage Agreement provisions elsewhere.

There is no coverage under this Paragraph for loss or damage which is covered under the Error or Omissions or Newly Acquired Property provisions of this Coverage Agreement.

N. OCCURRENCE means any one loss, disaster, casualty, incident or series of losses, disasters, casualties or incidents, not otherwise excluded by this Coverage Agreement and arising out of a single event or originating cause and includes all resultant or concomitant insured losses. The **OCCURRENCE** must occur during the **PERIOD OF INSURANCE**.

If more than one event for **WINDSTORM, HAIL, Named Storm, RIOT, STRIKE OR CIVIL COMMOTION, VANDALISM AND MALICIOUS MISCHIEF, EARTH MOVEMENT, FLOOD** or Terrorism covered by this Coverage Agreement occurs within any period of seventy-two (72) hours during the term of this Coverage Agreement, such covered events shall be deemed to be a single **OCCURRENCE**. When filing proof of loss, the **MEMBER** may elect the moment at which the 72-hour period shall be deemed to have commenced, which shall not be earlier than the time when the first loss occurs to the **MEMBER** Property.

O. POLLUTANTS OR CONTAMINANTS means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste, which after its release can cause or threaten damage to human health or human welfare or causes or threatens damage, deterioration, loss of value, marketability or loss of use to property insured hereunder, including, but not limited to, bacteria, virus, or hazardous substances as listed in the Federal Water, Pollution Control Act, Clean Air Act, Resource Conservation and Recovery Act of 1976, and Toxic Substances Control Act or as designated by the U. S. Environmental Protection Agency. Waste includes materials to be recycled, reconditioned or reclaimed.

- P. RIOT, STRIKE OR CIVIL COMMOTION** means riot and civil commotion including;
1. Acts of striking employees while occupying the **MEMBER LOCATION**; and
 2. Pilferage or looting occurring at the time and place of a riot or civil commotion.
- Q. SMOKE** means loss or damage ensuing from a sudden and accidental release of **SMOKE**. The peril of **SMOKE** does not include loss or damage caused by **SMOKE** from agricultural smudging or industrial operations.
- R. VALUABLE PAPERS AND RECORDS** means documents that are written, printed, or otherwise inscribed. These include:
1. Books, manuscripts, abstracts, maps and drawings; film and other photographically produced records, such as slides and microfilm;
 2. Legal and financial agreements such as deeds and mortgages;
 3. Addressograph plates; and
 4. Any electrically produced data such as printouts, punched cards, tapes or discs.
- VALUABLE PAPERS AND RECORDS** does not mean money and securities and converted data, programs or instructions used in data processing operations, including the materials on which the data is stored.
- VALUABLE PAPERS AND RECORDS** does not mean and does not include any item which would qualify as **FINE ARTS**.
- S. VANDALISM AND MALICIOUS MISCHIEF** means willful and malicious damage to, or destruction of, **MEMBER** Property. **VANDALISM AND MALICIOUS MISCHIEF** does not include loss or damage caused by or resulting from theft, except for real property loss or damage caused by the breaking or exiting of burglars.
- T. WINDSTORM or HAIL:** Direct action of wind or by the direct action of hail, whether accompanied by wind or not, but no liability is assumed under these perils for:
1. Loss or damage caused by or resulting from frost or cold weather, ice (other than hail), snow or sleet, whether driven by wind or not;
 2. Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters;
 3. Loss or damage caused when weight of snow, rainwater, ice or sleet is a contributing factor to the fall or collapse of a building or structure or any part thereof.

SECTION II - GENERAL LIABILITY

PART I - INSURING AGREEMENTS

- A. **GENERAL LIABILITY:** ALICAP agrees, subject to the coverage agreement limitations, terms and conditions, to pay on behalf of the **MEMBER** all sums which the **MEMBER** is legally obligated to pay by reason of the liability imposed upon the **MEMBER** by law or assumed by the **MEMBER** under contract or agreement, for damage direct or consequential, and expenses, all as more fully defined by the term **ULTIMATE NET LOSS**, on account of **PERSONAL INJURY** or **BODILY INJURY**, suffered or alleged to have been suffered by any person(s) or organization(s), and/or **PROPERTY DAMAGE** or the loss of use thereof, arising out of any **OCCURRENCE** from any cause including **HOST LIQUOR LIABILITY** and/or **LIQUOR LIABILITY**, **SEXUAL ABUSE**, **SEXUAL HARASSMENT** and **INCIDENTAL MEDICAL MALPRACTICE** (except **INCIDENTAL MEDICAL MALPRACTICE**, **SEXUAL ABUSE**, **SEXUAL HARASSMENT** arising out of **CAMPUS SECURITIES ACTIVITIES**) occurring during the **PERIOD OF INSURANCE**.
- B. **PREMISES MEDICAL PAYMENTS:** ALICAP agrees, subject to the coverage agreement limitations, terms and conditions, to pay on behalf of the **MEMBER** all reasonable **MEDICAL PAYMENTS** incurred by the **MEMBER** to others (except employees of the **MEMBER**, injured in the course of their employment, and students), as are necessary at the time of an **OCCURRENCE** on account of **BODILY INJURY**. This coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.
- C. **SEXUAL HARASSMENT LIABILITY:** ALICAP agrees, subject to the policy limitations, exclusions, terms and conditions, to pay on behalf of the **NAMED MEMBER** for any loss, **OCCURRENCE**, **SUIT** or for any **DEFENSE COSTS** for the vicarious liability on the part of the **NAMED MEMBER** arising solely out of an actual or alleged acts by any employee, volunteer worker, official of the **NAMED MEMBER** or other person or persons of **SEXUAL HARASSMENT** first committed during the **PERIOD OF INSURANCE** against another person who is not a **MEMBER** under this policy. This provision applies only to the liability of the **NAMED MEMBER** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED MEMBER** and does not arise from any contractual duty to pay an employee, volunteer worker or official of the **NAMED MEMBER**. This coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

The ALICAP will not make payment for any loss, **OCCURRENCE**, **SUIT** for any employee, volunteer worker, official of the **NAMED MEMBER** or other person or persons in respect of actual or alleged **SEXUAL HARASSMENT**; however, with respect only to this **SECTION INSURING AGREEMENT C**. ALICAP agree, subject to all other policy limitations, terms and conditions, that as to any loss, **OCCURRENCE** or **SUIT** for any actual or alleged **SEXUAL HARASSMENT** against another person who is not a **MEMBER** under this policy alleged to have been committed by an employee, volunteer worker or official of the **NAMED MEMBER** only, ALICAP will pay on behalf of that employee, volunteer worker or official of the **NAMED MEMBER** for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a loss or by an adjudication, it is determined that the employee, volunteer worker or official of the **NAMED MEMBER** committed an act of **SEXUAL HARASSMENT**. Coverage only applies if the act of **SEXUAL HARASSMENT** was first committed during the **PERIOD OF INSURANCE**. Further, this coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

- D. **SEXUAL ABUSE LIABILITY:** ALICAP agrees, subject to the policy limitations, exclusions, terms and conditions, to pay on behalf the **NAMED MEMBER** for any loss, **OCCURRENCE**, **SUIT** or for any **DEFENSE COSTS** for the vicarious liability on the part of the **NAMED MEMBER** arising solely out of an actual or alleged acts by any employee, volunteer worker, official of the **NAMED MEMBER** or other person or persons of **SEXUAL ABUSE** first committed during the **PERIOD OF INSURANCE** against another person who is not a **MEMBER** under this policy. This provision applies only to the liability of the **NAMED MEMBER** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED MEMBER** and does

not arise from any contractual duty to pay an employee, volunteer worker or official of the **NAMED MEMBER**. This coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

The ALICAP will not make payment for any loss, **OCCURRENCE, SUIT** for any employee, volunteer worker, official of the **NAMED MEMBER** or other person or persons in respect of actual or alleged **SEXUAL ABUSE**; however, with respect only to this **SECTION INSURING AGREEMENT C**. ALICAP agree, subject to all other policy limitations, terms and conditions, that as to any loss, **OCCURRENCE** or **SUIT** for any actual or alleged **SEXUAL ABUSE** against another person who is not a **MEMBER** under this policy alleged to have been committed by an employee, volunteer worker or official of the **NAMED MEMBER** only, ALICAP will pay on behalf of that employee, volunteer worker or official of the **NAMED MEMBER** for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a loss or by an adjudication, it is determined that the employee, volunteer worker or official of the **NAMED MEMBER** committed an act of **SEXUAL ABUSE**. Coverage only applies if the act of **SEXUAL ABUSE** was first committed during the **PERIOD OF INSURANCE**. Further, this coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

Neither this coverage nor any subsequent coverage provided by ALICAP will apply to any **SEXUAL ABUSE** involving the same employee, volunteer worker or official of the **NAMED MEMBER** or other person or persons which occurred after the **DISCOVERY** by any of the **NAMED MEMBER'S** officials, trustees, directors, officers or partners of any actual, attempted or pending alleged **SEXUAL ABUSE** by said perpetrator.

Following **DISCOVERY** of any actual, attempted or pending alleged **SEXUAL ABUSE** during the **PERIOD OF INSURANCE**, the **NAMED MEMBER** shall give notification of such discovery to ALICAP as soon as practicable but no more than 120 days after the initial discovery, and in any event within the **PERIOD OF INSURANCE** or sixty (60) days after the expiration of the **PERIOD OF INSURANCE** during which the **OCCURRENCE** of **SEXUAL ABUSE** first took place; whichever is later. Any failure to comply with this provision for any reason whatsoever will result in the absolute exclusion of any resulting **SEXUAL ABUSE** claim or claims, irrespective of whether ALICAP have been prejudiced by said failure.

- E. **FIRE DAMAGE LIABILITY:** ALICAP agrees, subject to the policy limitations, exclusions, terms and conditions, to pay those sums which the **NAMED MEMBER** becomes legally obligated to pay for **PROPERTY DAMAGE** by fire to any one premise, while rented to you or temporarily occupied by you with permission of the owner. Such fire damage must first arise out of an **OCCURRENCE** during the **PERIOD OF INSURANCE** and in the coverage territory.

PART II – COVERAGE EXTENSION SPECIFIC TO SECTION II SEXUAL HARASSMENT LIABILITY AND SEXUAL ABUSE LIABILITY

It is further understood and agreed that coverage under **SECTION II GENERAL LIABILITY INSURING AGREEMENT C. SEXUAL HARASSMENT LIABILITY** and **D. SEXUAL ABUSE LIABILITY** is extended to provide coverage for **SEXUAL HARASSMENT LIABILITY** and **SEXUAL ABUSE LIABILITY** arising out of an **OCCURRENCE** that took place during the period from the inception date of the **NAMED MEMBER'S** first policy with ALICAP to September 1, 2012, provided that: (1) A **CLAIM** is first made during the **PERIOD OF INSURANCE**; and (2) No **MEMBER** or prior Insurer had knowledge of such an **OCCURRENCE** or of any circumstance which would give rise to a claim at any time prior to September 1, 2012.

Coverage and limits provided for the period between the aforementioned retroactive date and the inception date of this policy are no broader than or greater than the coverage and limits provided in the prior policy (or policies) which the **NAMED MEMBER** had in place prior to the inception date of this policy. Additionally, coverage and limits provided for the period between the aforementioned retroactive date and the inception date of this policy are no broader than or greater than the coverage and limits provided in this policy.

This insurance provided by this endorsement does not apply to: (1) Any **CLAIM** arising out of an **OCCURRENCE** that took place prior to the inception date of the **MEMBER'S** first policy with ALICAP, or; (2) Any **CLAIM** for which the **NAMED MEMBER** has coverage under any prior policy of insurance; or (3) Any **CLAIM** for which the **NAMED**

MEMBER would have received coverage under any prior policy of insurance but for such prior policy's exhaustion of applicable Limits of Insurance.

All claims based on or arising out of the same **OCCURRENCE** or series of related **OCCURRENCES** shall be considered a **CLAIM** first made when the first of such **CLAIMS** is made. However, only one **LIMIT OF INSURANCE** and **DEDUCTIBLE** shall be applicable.

The phrase "**CLAIM** first made" shall be understood to have happened when notice of such **CLAIM** is first made to the **MEMBER**.

The insurance provided by this endorsement does not create an additional, supplemental, or separate **LIMIT OF INSURANCE**, or if an Annual Aggregate applies, does not create an additional, supplemental, or separate Aggregate **LIMIT OF INSURANCE**. ALICAP's obligation to pay the **MEMBER** in connection with any **SEXUAL HARASSMENT LIABILITY** or **SEXUAL ABUSE LIABILITY** covered under this extension is subject to the **LIMIT OF INSURANCE** and any applicable Aggregate **LIMIT OF INSURANCE** stated in the applicable **LIMITS OF INSURANCE, PART ONE** portion of this Coverage Agreement.

ALICAP's duty to pay the **MEMBER** ends when the applicable **LIMIT OF INSURANCE** is exhausted by the payment of the **ULTIMATE NET LOSS**.

CLAIM means a demand for money made against a **MEMBER**. All **CLAIMS** based on, or arising out of the same **OCCURRENCE** or series of related **OCCURRENCES** by one or more **MEMBER**.

PART III – EXCLUSIONS SPECIFIC TO SECTION II – GENERAL LIABILITY

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE AGREEMENT, THIS SECTION DOES NOT INSURE AGAINST:

- A.** Any claim for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of this Coverage Agreement, whether or not a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.
- B. BODILY INJURY, PROPERTY DAMAGE, or PERSONAL INJURY** which the **MEMBER** intended or expected; unless resulting from:
 - (1) **BODILY INJURY** resulting from the use of reasonable force to protect persons or property;
 - (2) **BODILY INJURY** resulting from corporal punishment to the **NAMED MEMBER'S** students administered by or at the direction of any **MEMBER** (unless providing coverage for corporal punishment is prohibited by law).
 - (3) **SECTION II GENERAL LIABILITY, PART ONE - INSURING AGREEMENT D. SEXUAL ABUSE LIABILITY**; but only to the extent that coverage for **SEXUAL ABUSE** is specifically given, and only if a sublimit for **SEXUAL ABUSE COVERAGE** is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.
- C.** Liability arising out of the ownership, maintenance or use, including loading or unloading, of non-submersible watercraft over 26 feet in length; however, this exclusion shall not apply with respect to:
 - (1) Use of watercraft where operations are performed by independent contractors; or
 - (2) Rowing or sculling shells regardless of length.
- D.** Damage to or destruction of property of the **MEMBER**; with exception to the coverage provided under **INSURING AGREEMENT E. FIRE DAMAGE LIABILITY**.
- E.** Liability arising out of the ownership, maintenance, loading or unloading, use or operations of any aircraft, airfields, runways, hangars, buildings or other properties in connection with aviation activities, other than premises liability in buildings to which the general public is admitted. However, this exclusion shall not apply with respect to **MODEL AIRCRAFT**, nor shall it apply to **NON-FLIGHT CURRICULUM-RELATED AERONAUTICAL INSTRUCTION**.

- F. Any obligation for which the **MEMBER** may be held liable under any Workers Compensation, unemployment compensation, disability benefits law, employer's liability or under any similar law or to **BODILY INJURY** to any employee or to any liability for indemnity or contribution brought by any party for **BODILY INJURY** to any employee;
- G. The cost of any investigation, disciplinary or criminal proceedings against an individual **MEMBER** except that ALICAP may, at its own option and expense, associate counsel in the defense of any such investigation, criminal or disciplinary proceeding. Should ALICAP elect to associate counsel, such elections shall not constitute a waiver or estoppel of any rights ALICAP may have pursuant to the terms, conditions, exclusions and limitations of this Coverage Agreement;
- H. Any claim arising from **WRONGFUL ACTS**;
- I. Any claim arising from Law Enforcement or Police Activities and **CAMPUS SECURITY ACTIVITIES**; including actual or alleged acts of **SEXUAL ABUSE** and/or **SEXUAL HARASSMENT** by any employee, volunteer worker or official of the **NAMED MEMBER** while acting as a campus security officer, auxiliary officer of the **NAMED MEMBER** or as an officer of a law enforcement agency or department working on behalf of the **NAMED MEMBER**.
- J. Any claim arising out of Hospital/Clinic Malpractice, but not to exclude **INCIDENTAL MEDICAL MALPRACTICE**.
- K. In addition, **GENERAL AGREEMENT EXCLUSION E**. is amended as follows:

THIS COVERAGE AGREEMENT DOES NOT INSURE AGAINST:

- (1) The investigation, defense, loss, including loss of use, **BODILY INJURY** or **PROPERTY DAMAGE** caused by the release, discharge or dispersal of **POLLUTANTS** anywhere, anytime, in any way, whether accidental or intentional, sudden or intermittent or continuous:
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **MEMBER**;
 - (b) At or from any premises, site or location which is or was at any time used by or for any **MEMBER** or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **MEMBER** or any person or organization for whom any **MEMBER** may be legally responsible; or
 - (d) At or from any premises, site or location on which any **MEMBER** or any contractor or subcontractor working directly or indirectly on any **MEMBER'S** behalf are performing operations:
 - (i) If the **POLLUTANTS** are brought on or to the premises, site or location in connection with such operations by such **MEMBER**, contractor or subcontractor; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **POLLUTANTS**.
- (2) The investigation, defense, loss, including loss of use, **BODILY INJURY** or **PROPERTY DAMAGE** caused by the release, discharge or dispersal of **POLLUTANTS** anywhere, anytime, in any way, whether accidental or intentional, sudden or intermittent or continuous for any loss, cost or expense arising out of any:
 - (a) Request, demand or other order that any **MEMBER** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **POLLUTANTS**; or
 - (b) Claim or **SUIT** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way

responding to, or assessing the effects of **POLLUTANTS**;

Except:

Subparagraph (1) (a) only of this exclusion does not apply to **BODILY INJURY** or **PROPERTY DAMAGE** arising out of heat, smoke or fumes from a **HOSTILE FIRE**;

As used in this Extension, the definition of **PROPERTY DAMAGE** excludes loss of use.

As used in this Extension, a **HOSTILE FIRE** means one which becomes uncontrollable or breaks out from where it was intended to be.

This exclusion does not apply to:

- (1) **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the use, handling, storage, discharge, dispersal, release or escape of chemicals when introduced by a **MEMBER** into such **MEMBER'S** drinking water system solely for the purpose of purifying or treating such drinking water; provided that the chemicals' generally accepted use is for the purification or treatment of drinking water.
- (2) **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the use, handling, storage, discharge, dispersal, release or escape of chemicals when used in the day-to-day operation and/or maintenance of swimming pools owned or operated by a **MEMBER**; provided that the chemicals' generally accepted use is for the operation/maintenance of swimming pools.
- (3) **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the application or pesticides, herbicides provided such application is performed by employees of the **NAMED MEMBER** who are properly licensed or certified by a federal or state agency to apply those chemicals, pesticides or herbicides; and where the application or use is in compliance with all federal, state, and local laws, statutes, regulations, ordinances, or the like; and where the application or use is in compliance with industry standard practice for application or use.
- (4) **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of chemicals, but only while such chemicals are used by a **MEMBER** for educational purposes or whilst stored on the **MEMBER'S** premises when such storage is in compliance with all federal, state and local laws, statutes, regulations, ordinances, or the like; and where the storage is in compliance with industry standard practice.

PART IV – DEFINITIONS SPECIFIC TO SECTION II – GENERAL LIABILITY

1. **DEFENSE COSTS** mean the expenses incurred for the investigation and defense of an **OCCURRENCE** or **SUIT** arising out of the **SEXUAL ABUSE** or a series of related **SEXUAL ABUSES** by one or more **MEMBERS**. However, the salaries, expense and administrative cost of the **MEMBER** or the **MEMBER'S** third-party claim administrator are not included within the meaning of **DEFENSE COSTS**.
2. **DISCOVERY** of any actual, attempted or pending alleged **SEXUAL ABUSE** shall exist when any of the **NAMED MEMBER'S** officials, members of boards or commissions, and trustees, directors, officers, volunteers, student volunteers, faculty members, student employees, student teachers, teaching assistants and/or employees officials, trustees, directors, officers or any person that the **NAMED MEMBER** has made responsible in an official capacity to prevent **SEXUAL ABUSE** has taken receipt, learned, or in the exercise of reasonable care should have known:
 - (a) of any lawsuit alleging **SEXUAL ABUSE**; or
 - (b) of any demand for money or services based upon alleged **SEXUAL ABUSE**; or
 - (c) of any criminal investigation or prosecution alleging **SEXUAL ABUSE**; or
 - (d) of any allegation by an alleged victim or by a parent or guardian of the alleged victim of **SEXUAL ABUSE**, whether the allegation is or is not accompanied by a demand for money or services; or

- (e) of any report from any other person alleging **SEXUAL ABUSE**, and a person or group designated by the **NAMED MEMBER** to investigate the allegation has investigated and as a result of the investigation has recommended that any action of any kind be taken by or on behalf of the **NAMED MEMBER** with respect either to the alleged perpetrator or the alleged victim; or
- (f) that the alleged perpetrator has admitted to acts of **SEXUAL ABUSE**.

3. **HOST LIQUOR LIABILITY** and/or **LIQUOR LIABILITY** means indemnification for the **MEMBER'S** liability for the sale or distribution of alcoholic beverage by reason of any local, State or Federal liquor control laws in force at the time of the **OCCURRENCE**.

4. **INCIDENTAL MEDICAL MALPRACTICE** means **BODILY INJURY** or **PERSONAL INJURY** arising out of the rendering of or failure to render healthcare services by a person who is employed by the **NAMED INSURED** as a registered nurse, licensed practical nurse, licensed or certified athletic trainer, counselor, psychologist, physician's assistant, nurse practitioner or other allied health personnel, but only if such services are provided at:

(a) A dispensary, clinic, infirmary, student health center, athletic facility, or other similar facility maintained by the **NAMED MEMBER** for use by a **MEMBER** or enrolled students of the **NAMED MEMBER** only (with the exception of **NAMED MEMBER** ESU's who provide services to both **MEMBERS** and non-ALICAP members), and not the general public; or

(b) Other incidental locations that are not medical facilities in the event of a medical emergency.

However, **INCIDENTAL MEDICAL MALPRACTICE** does not include services provided by:

- (a) A hospital;
- (b) A physician, medical doctor, osteopath, chiropractor, or resident;
- (c) A psychiatrist;
- (d) A pharmacist;
- (e) A dentist, orthodontist, or periodontist.

5. **OCCURRENCE** means an accident or a happening or event or a continuous or repeated exposure to conditions which results in **BODILY INJURY**, **PROPERTY DAMAGE**, **PERSONAL INJURY**, **SEXUAL HARASSMENT** or **SEXUAL ABUSE** during the **PERIOD OF INSURANCE**, with exception to the coverage provided under **PART II – COVERAGE EXTENSION SPECIFIC TO SECTION II – SEXUAL HARASSMENT LIABILITY** and **SECTION ABUSE LIABILITY**.

All **BODILY INJURIES**, **PERSONAL INJURIES** or **SEXUAL HARASSMENT** or **SEXUAL ABUSE** to one or more persons and/or **PROPERTY DAMAGE** arising out of an accident or a happening or event or series of continuous or repeated accidents or happenings or events shall be deemed one **OCCURRENCE**. Only one policy, one **DEDUCTIBLE**, and one **LIMIT OF INSURANCE** is applicable to any one **OCCURRENCE**.

6. **MODEL AIRCRAFT**: means a non-manned aircraft capable of sustained flight in the atmosphere whether under its own power or not; however, **MODEL AIRCRAFT** does not include any non-manned aircraft that utilizes rocket or missile propulsion or power to achieve or maintain flight.

7. **NON-FLIGHT CURRICULUM-RELATED AERONAUTICAL INSTRUCTION** means the assembly, maintenance, service, ownership, use or operation of any owned aircraft not used in flight, but solely for the maintenance or service as part of a **NON-FLIGHT CURRICULUM-RELATED INSTRUCTION**. However, **NON-FLIGHT CURRICULUM-RELATED INSTRUCTION** does not include:

- (a) The flying of any aircraft; or
- (b) The assembly, maintenance, service, ownership, use or operation, including take-off, flight, or landing, of any aircraft used in flight.

SECTION III – AUTOMOBILE LIABILITY

PART I - INSURING AGREEMENTS

- A. AUTOMOBILE LIABILITY:** ALICAP agrees, subject to the Coverage Agreement limitations, terms and conditions, to pay on behalf of the **MEMBER** for all sums which the **MEMBER** is obligated to pay by reason of the liability arising from the ownership, operation, maintenance or use of an **AUTOMOBILE** imposed upon the **MEMBER** by law or assumed by the **MEMBER** under contract or agreement, including non-owned and hired **AUTOMOBILES**, for damages direct or consequential, and expenses, all as more fully defined by the term **ULTIMATE NET LOSS**, arising out of any **OCCURRENCE** on account of **BODILY INJURY**, suffered or alleged to have been suffered by any person(s) or organization(s) and/or **PROPERTY DAMAGE**, arising out of the ownership, maintenance or use of any **AUTOMOBILE**, occurring during the **PERIOD OF INSURANCE**. This coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.
- B. AUTOMOBILE MEDICAL PAYMENTS:** ALICAP agrees, subject to the policy limitations, terms and conditions, to pay on behalf of the **MEMBER** for all reasonable **MEDICAL PAYMENTS** incurred by the **MEMBER** to others (except employees of the **MEMBER** injured in the course of their employment) as are necessary at the time of an **OCCURRENCE** on account of **BODILY INJURY** arising out of the use of any **AUTOMOBILE**. This coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.
- C. UNINSURED MOTORIST/UNDERINSURED MOTORIST:** If a limit of liability for Uninsured/Underinsured Motorist Coverage is stated in **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE**, then Uninsured/Underinsured Motorist Coverage is afforded in respect of any **OCCURRENCE** arising from the ownership, operation, maintenance or use of an **AUTOMOBILE** as an **AUTOMOBILE** for the limit of liability stated, and at least to the minimum extent permitted by the law of the State in which each owned or hired **AUTOMOBILE** is principally garaged.
- D. AUTOMOBILE PHYSICAL DAMAGE**

We will pay for direct physical loss of or damage to an **AUTOMOBILE**:

- (1) Owned by a **MEMBER**; or
- (2) Which the **NAMED MEMBER** is obligated by contract to insure

caused by collision or resulting from any covered cause of loss while the **AUTOMOBILE** Coverage subject to **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** being stated on the **NAMED MEMBER’S** Coverage Certificate.

VALUATION - We will determine the value **AUTOMOBILE** at Actual Cash Value (other than losses involving two or more buses, which shall be replacement cost) on the date of loss or damage, or the cost to repair the damage, whichever is less.

PART II – EXCLUSIONS SPECIFIC TO SECTION III - AUTOMOBILE LIABILITY

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE AGREEMENT THIS SECTION DOES NOT INSURE AGAINST:

- A.** Any claims for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of this Coverage Agreement, whether or not a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.
- B.** Any claim or amount payable under this Section shall be reduced by any amount liable, paid or payable to or for the **MEMBER** under any Worker’s Compensation, disability benefits law, employer’s liability or under any

similar law or to **BODILY INJURY** to any employee or to any liability for indemnity or contribution brought by any party for **BODILY INJURY** to any employee.

- C. Covered **AUTOMOBILES** used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity;
- D. In addition, **GENERAL AGREEMENT EXCLUSION E.** is amended as follows:

SECTION III AUTOMOBILE LIABILITY does not insure against the investigation, defense, loss, including loss of use, **BODILY INJURY** or **PROPERTY DAMAGE** caused by the release, discharge, dispersal, seepage or migration of **POLLUTANTS** anywhere, anytime, in any way, whether accidental or intentional, sudden or intermittent or continuous:

- (1) That are, or that are contained in any property that is:
 - (a) Being transported or towed by, handled, or handled for movement into, onto or from, an **AUTOMOBILE** covered under this **SECTION III**; or
 - (b) Otherwise in the course of transit by or on behalf of the **MEMBER**; or
 - (c) Being stored, disposed of, treated or processed in or upon an **AUTOMOBILE** covered under this **SECTION III**; or
- (2) Before the **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are moved from the place where they are accepted by the **MEMBER** for movement into or onto an **AUTOMOBILE** covered under this **SECTION III**; or
- (3) After the **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are moved from an **AUTOMOBILE** covered under this **SECTION III** to the place where they are finally delivered, disposed of or abandoned by the **MEMBER**.

Except:

Paragraph (1) of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **POLLUTANTS** that are needed for, or result from the normal electrical, hydraulic or mechanical functioning of an **AUTOMOBILE** covered under this **SECTION III** or its parts, if:

- (a) The **POLLUTANTS** escape, seep, migrate, or are discharged, dispersed or released directly from an **AUTOMOBILE** part designed by its manufacturer to hold, store, receive or dispose of such **POLLUTANTS**; and
- (b) The **BODILY INJURY** or **PROPERTY DAMAGE** does not arise out of the operation of any equipment defined as **MOBILE EQUIPMENT**.

Paragraphs (2) and (3) of this exclusion do not apply to accidents that occur away from premises owned by or rented to a **MEMBER** with respect to **POLLUTANTS** not in or upon an **AUTOMOBILE** covered under this **SECTION III** if:

- (c) The **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are upset, overturned or damaged as a result of the maintenance or use of an **AUTOMOBILE** covered under this **SECTION III**; and
- (d) The discharge, dispersal, seepage, migration, release or escape of the **POLLUTANTS** is caused directly by such upset, overturn or damage.

- E. Any demands for **AUTOMOBILE MEDICAL PAYMENTS** from a student arising from an **OCCURRENCE** involving the same student whilst they were repairing or maintaining an **AUTOMOBILE** during the **NAMED MEMBER'S** auto shop class.

PART III – DEFINITIONS SPECIFIC TO SECTION III – AUTOMOBILE LIABILITY

1. **OCCURRENCE** means an accident or a happening or event or a continuous or repeated exposure to conditions which results in **BODILY INJURY, PROPERTY DAMAGE, or PERSONAL INJURY** during the **PERIOD OF INSURANCE**.

All **BODILY INJURIES** or **PERSONAL INJURIES** to one or more persons and/or **PROPERTY DAMAGE** arising out of an accident or a happening or event or a continuous or repeated exposure to conditions shall be deemed one **OCCURRENCE**. Only one policy, one **SELF INSURED RETENTION**, and one **EXCESS LIMIT OF INSURANCE** is applicable to any one **OCCURRENCE**.

2. **MEMBER** means not only the **MEMBER** as defined in the **GENERAL POLICY DEFINITIONS**, but under this **SECTION III** also includes any person while using an **AUTOMOBILE** with the permission of the **NAMED MEMBER**.

SECTION IV - EDUCATORS' LEGAL LIABILITY

THIS IS A CLAIMS MADE SECTION

THIS SECTION PROVIDES COVERAGE ON A CLAIMS MADE BASIS. IT APPLIES ONLY TO CLAIMS MADE AGAINST THE MEMBER DURING THE PERIOD OF INSURANCE OR EXTENDED REPORTING PERIOD, IF APPLICABLE. PLEASE READ CAREFULLY.

THIS SECTION CONTAINS POLICY AGGREGATES

PART I - INSURING AGREEMENTS

Coverage is provided for one or more of the coverage options in this Coverage Section only if a limit is shown in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement, and a **DEDUCTIBLE** is stated in the **NAMED MEMBER DEDUCTIBLE** portion of this Coverage Agreement for each Coverage chosen.

- A. ERRORS & OMISSIONS: ALICAP** agrees, subject to the Coverage Agreement limitations, exclusions, terms and conditions, to pay on behalf of the **MEMBER** for all sums of damages direct or consequential, and expenses, all as more fully defined by the term **ULTIMATE NET LOSS**, for which the **MEMBER** is legally liable by reason of a **WRONGFUL ACT**. This coverage applies only if a sublimit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

This coverage applies only if a **CLAIM** for damages, because of a **WRONGFUL ACT**, is “first made” against the **MEMBER** during the **PERIOD OF INSURANCE**. The **WRONGFUL ACT** must have first occurred on or after Retroactive Date shown in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

The **CLAIM** must be reported to us during the **PERIOD OF INSURANCE**, or during the **EXTENDED REPORTING PERIOD** applicable to this coverage, if any. All **CLAIMS** based on or arising out of one **WRONGFUL ACT** shall be considered “first made” when the first of such **CLAIMS** is made to the **MEMBER**. A **CLAIM** shall not be prejudiced if the **MEMBER**, through clerical oversight or clerical mistake, fails to notify us within the time provided for under this Section.

- B. EMPLOYMENT PRACTICE LIABILITY: ALICAP** agrees, subject to the Coverage Agreement limitations, exclusions, terms and conditions, to pay on behalf of the **MEMBER** for all sums of damages direct or consequential, and expenses, all as more fully defined by the term **ULTIMATE NET LOSS**, for which the **MEMBER** is legally liable by reason of an **EMPLOYMENT PRACTICE VIOLATION**, including mental anguish resulting from an **EMPLOYMENT PRACTICE VIOLATION**. This coverage applies only if a sublimit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

This coverage applies only if a **CLAIM** for damages, because of an **EMPLOYMENT PRACTICE VIOLATION**, is “first made” against the **MEMBER** during the **PERIOD OF INSURANCE**. The **EMPLOYMENT PRACTICE VIOLATION** must have first occurred on or after Retroactive Date shown in **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to us during the **PERIOD OF INSURANCE**, or during the **EXTENDED REPORTING PERIOD** applicable to this coverage, if any. All **CLAIMS** based on or arising out of one **EMPLOYMENT PRACTICE VIOLATION** shall be considered “first made” when the first of such **CLAIMS** is made to the **INSURED**. A **CLAIM** shall not be prejudiced if the **MEMBER**, through clerical oversight or clerical mistake, fails to notify the **ALICAP** within the time provided for under this Section.

- C. SEXUAL HARASSMENT LIABILITY:** ALICAP agrees, subject to the policy limitations, exclusions, terms and conditions, will pay on behalf of the **NAMED MEMBER** for all sums of damages direct or consequential, and expenses, all as more fully defined by the term **ULTIMATE NET LOSS**, for which the **NAMED MEMBER** is liable by reason of **SEXUAL HARASSMENT** by any employee, volunteer worker or official of the **NAMED MEMBER** to a **MEMBER**. This coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

This coverage applies only if a **CLAIM** for damages, because of **SEXUAL HARASSMENT**, is “first made” against a **MEMBER** during the **PERIOD OF INSURANCE**. The **SEXUAL HARASSMENT** must have first occurred on or after Retroactive Date shown in the applicable Coverage Section in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to ALICAP during the **PERIOD OF INSURANCE**, or during the **EXTENDED REPORTING PERIOD** applicable to this coverage, if any. A **CLAIM** shall not be prejudiced if the **MEMBER**, through clerical oversight or clerical mistake, fails to notify ALICAP within the time provided for under this Section. All **CLAIMS** based on or arising out of one **SEXUAL HARASSMENT** shall be considered “first made” when the first of such **CLAIMS** is made to the **MEMBER**, regardless of:

- (1) The number of persons **SEXUALLY HARASSED**;
- (2) The number of locations where the **SEXUAL HARASSMENT** occurred;
- (3) The number of acts of **SEXUAL HARASSMENT** prior to or after the first **CLAIM** is made; or
- (4) The period of time over which the **SEXUAL HARASSMENT** took place, whether the **SEXUAL HARASSMENT** is during, before or after the **PERIOD OF INSURANCE**. However, only acts of **SEXUAL HARASSMENT** that take place after the Retroactive Date and before the end of the **PERIOD OF INSURANCE** are covered.

ALICAP will not make payment for any **CLAIM** for any employee, volunteer worker or official of the **NAMED MEMBER** in respect to an actual or alleged **SEXUAL HARASSMENT** to a **MEMBER**. However, with respect only to this **SECTION INSURING AGREEMENT C.**, ALICAP agrees, subject to all other policy limitations, terms and conditions, that as to any **CLAIM** or **SUIT** for **SEXUAL HARASSMENT** against a **MEMBER** by any employee, volunteer worker or official of the **NAMED MEMBER**, ALICAP will pay behalf of that employee, volunteer worker or official for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a **CLAIM** or by an adjudication, it is determined that the employee, volunteer worker or official of the **NAMED MEMBER** committed an act of **SEXUAL HARASSMENT** against a **MEMBER**. This coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

- D. SEXUAL ABUSE LIABILITY:** ALICAP agrees, subject to the policy limitations, exclusions, terms and conditions, will pay on behalf the **NAMED MEMBER** for all sums of damages direct or consequential, and expenses, all as more fully defined by the term **ULTIMATE NET LOSS**, for which the **NAMED MEMBER** is liable by reason of **SEXUAL ABUSE** by any employee, volunteer worker or official of the **NAMED MEMBER** to a **MEMBER**. This coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

This coverage applies only if a **CLAIM** for damages, because of **SEXUAL ABUSE**, is “first made” against a **MEMBER** during the **PERIOD OF INSURANCE**. The **SEXUAL ABUSE** must have first occurred on or after Retroactive Date shown in the applicable Coverage Section in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to ALICAP during the **PERIOD OF INSURANCE**, or during the **EXTENDED REPORTING PERIOD** applicable to this coverage, if any. A **CLAIM** shall not be prejudiced if the **MEMBER**, through clerical oversight or clerical mistake, fails to notify ALICAP within the time provided for under this Section. All **CLAIMS** based on or arising out of one **SEXUAL ABUSE** shall be considered “first made” when the first of such **CLAIMS** is made to the **MEMBER**, regardless of:

- (1) The number of persons **SEXUALLY ABUSED**;
- (2) The number of locations where the **SEXUAL ABUSE** occurred;
- (3) The number of acts of **SEXUAL ABUSE** prior to or after the first **CLAIM** is made; or
- (4) The period of time over which the **SEXUAL ABUSE** took place, whether the **SEXUAL ABUSE** is during, before or after the **PERIOD OF INSURANCE**. However, only acts of **SEXUAL ABUSE** that take place after the Retroactive Date and before the end of the **PERIOD OF INSURANCE** are covered.

ALICAP will not make payment for any loss, **CLAIM** or for any **DEFENSE COSTS** for any employee, volunteer worker or official of the **NAMED MEMBER** in respect of actual or alleged **SEXUAL ABUSE** to a **MEMBER**. However, with respect only to this **SECTION INSURING AGREEMENT D.**, ALICAP agree, subject to all other policy limitations, terms and conditions, that as to any **CLAIM** or **SUIT** for **SEXUAL ABUSE** against a **MEMBER** by any employee volunteer worker or official of the **NAMED MEMBER**, ALICAP will pay on behalf of that employee, volunteer worker or official for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a **CLAIM** or by an adjudication, it is determined that the employee, volunteer worker or official of the **NAMED MEMBER** committed an act of **SEXUAL ABUSE** against a **MEMBER**. This coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

Neither this coverage nor any subsequent coverage provided by ALICAP will apply to any **SEXUAL ABUSE** involving the same **MEMBER** which occurred after the **DISCOVERY** by any of the **NAMED MEMBER'S** officials, trustees, directors, officers or partners of any actual, attempted or pending alleged **SEXUAL ABUSE** by said perpetrator.

Following **DISCOVERY** of any actual, attempted or pending alleged **SEXUAL ABUSE** during the **PERIOD OF INSURANCE**, the **NAMED MEMBER** shall give notification of such discovery to ALICAP as soon as practicable but no more than 120 days after the initial discovery, and in any event within the **PERIOD OF INSURANCE** or any Extended Reporting Period. Any failure to comply with this provision for any reason whatsoever will result in the absolute exclusion of any resulting **SEXUAL ABUSE** claim or claims, irrespective of whether ALICAP have been prejudiced by said failure.

- E. **NON-MONETARY DAMAGES:** ALICAP agrees, subject to the Coverage Agreement limitations, exclusions, terms and conditions, to pay on behalf of the **MEMBER'S DEFENSE COST** only for **CLAIMS** not seeking monetary damages. This coverage applies only if a sublimit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.
- F. **BREACH OF CONTRACT DEFENSE COSTS:** ALICAP agrees, subject to the Coverage Agreement limitations, exclusions, terms and conditions, to pay on behalf of the **MEMBER'S DEFENSE COST** only for alleged Breach of Contract **CLAIMS**. ALICAP will pay the **MEMBER** for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a **CLAIM** or by an adjudication, it is determined that the **MEMBER** intentionally caused a breach of contract. This coverage applies only if a sublimit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

PART II – CONDITIONS SPECIFIC TO SECTION IV – EDUCATORS LEGAL LIABILITY

A. BASIC EXTENDED REPORTING PERIOD:

A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the **PERIOD OF INSURANCE**, and lasts for sixty (60) days.

If, however, this Coverage Agreement and this Coverage Section is succeeded by similar Claims Made insurance coverage, with any insurer, on which the Retroactive Date is the same as or earlier than the Retroactive Date shown in the applicable Coverage Section in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement, the succeeding

policy shall be deemed to be a renewal of this Coverage Agreement, and the **MEMBER** shall have no right to an Extended Reporting Period from ALICAP.

The Basic Extended Reporting Period does not apply to **CLAIMS** that are covered under any subsequent insurance applicable to this Coverage Section which the **MEMBER** purchases, or that would have been covered but for exhaustion of the amount of insurance applicable to such **CLAIMS**.

B. SUPPLEMENTAL EXTENDED REPORTING PERIOD:

ALICAP will provide a 1year, 2year, 3year, 4year or 5year Extended Reporting Period, as described below, if:

- (1) This Coverage Agreement or this Coverage Section of this Coverage Agreement is canceled or non-renewed; or
- (2) We renew or replace this Coverage Agreement, or this Coverage Section of this Coverage Agreement, with insurance that does not apply to a **WRONGFUL ACT, EMPLOYMENT PRACTICE VIOLATION, SEXUAL HARASSMENT** or **SEXUAL ABUSE** on a Claims Made basis.

A Supplemental Extended Reporting Period is available but only by endorsement to this Coverage Agreement and for an additional premium not to exceed:

- (i) 100% of the annual premium for this Coverage Section for a 1year Extended Reporting Period
- (ii) 200% of the annual premium for this Coverage Section for a 2year Extended Reporting Period
- (iii) 300% of the annual premium for this Coverage Section for a 3year Extended Reporting Period
- (iv) 400% of the annual premium for this Coverage Section for a 4year Extended Reporting Period
- (v) 500% of the annual premium for this Coverage Section for a 5year Extended Reporting Period

This supplemental period starts when the Basic Extended Reporting Period ends.

The **MEMBER** must give ALICAP a written request for the endorsement within thirty (30) days after the end of the **PERIOD OF INSURANCE**. The Supplemental Extended Reporting Period will not go into effect unless the **MEMBER** pays the additional premium within thirty (30) days. This endorsement will set forth the terms consistent with the Coverage Section.

ALICAP shall determine the additional premium in accordance with its applicable rules, rates and underwriting practices. Coverage for **CLAIMS** received during such Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under any other policies or Coverage Agreements.

Extended Reporting Periods do not reinstate or increase the applicable limits shown in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

Extended Reporting Periods do not extend the **PERIOD OF INSURANCE** or change the scope of coverage provided within this Coverage Section. They apply to **CLAIMS** arising out of a **WRONGFUL ACT, EMPLOYMENT PRACTICE VIOLATION** or **SEXUAL HARASSMENT** that take place before the end of the **PERIOD OF INSURANCE** that this Coverage Agreement and this Coverage Section are in force. Once in effect, Extended Reporting Periods may not be canceled.

C. REPORTING TO ALICAP:

For the purposes of compliance with the reporting requirements of this Section, the **MEMBER'S** reporting of a **CLAIM** to ALICAP's third party claim administrator shall be considered reporting of the **CLAIM** to ALICAP, provided that:

- (1) The **CLAIM** is reported to the ALICAP's third-party claim administrator during the **PERIOD OF INSURANCE** or the applicable **EXTENDED REPORTING PERIOD**, if any; and

- (2) The **CLAIM**, if not otherwise reportable to ALICAP pursuant to **GENERAL AGREEMENT CONDITION 6**, appears on the **MEMBER'S** list of **CLAIMS** or loss run, as reported by the third-party administrator to ALICAP that includes all **CLAIMS** for the **PERIOD OF INSURANCE** or applicable **EXTENDED REPORTING PERIOD**, if any.

PART III - EXCLUSIONS SPECIFIC TO SECTION IV - EDUCATORS LEGAL LIABILITY

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE AGREEMENT, THIS SECTION DOES NOT INSURE AGAINST:

- A.** Any **CLAIM** for damages, whether direct or consequential, for **BODILY INJURY, PERSONAL INJURY, or PROPERTY DAMAGE.**
- B.** Any **CLAIM** based upon or attributable to any **MEMBER** gaining in fact any personal profit or advantage to which they were not legally entitled including remuneration paid in violation of law as determined by the Courts;
- C.** Any **CLAIM** based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service unless acting within the scope of their duties as an **MEMBER**;
- D.** Any **CLAIM** arising out of or in any way involving any employee benefit plan, except as covered under this **SECTION IV INSURING AGREEMENT B. EMPLOYMENT PRACTICE LIABILITY** for discrimination;
- E.** **CLAIMS**, demands, or actions seeking relief or redress in any form other than monetary damages, or any loss, fees, costs or expenses which the **MEMBER** may be obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief; except that this exclusion shall not apply to any **CLAIM** made to the Equal Employment Opportunity Commission (E.E.O.C.), or such similar federal, state or local administrative agency;

Except this exclusion will not apply:

- 1) to any claim made by the Equal Employment Opportunity Commission (E.E.O.C)
- 2) or provided under **INSURING AGREEMENT E – NON-MONETARY DAMAGES**
- 3) or provided **INSURING AGREEMENT F – BREACH OF CONTRACT DEFENSE COSTS**

- F.** Any cost, civil fine, penalty or expense against any **MEMBER** arising from any complaint or enforcement action from any federal, state or local governmental regulatory agency;
- G.** Any **CLAIM** for which a **MEMBER** is entitled to indemnity under any Coverage Agreement, policy or policies the term of which has expired prior to the inception date of this Coverage Agreement, or for which a **MEMBER** would be entitled to indemnity except for the exhaustion of the limit of such prior insurance;
- H.** Any **CLAIM** arising out of any pending or prior litigation or hearing, as well as future **CLAIMS** arising out of any pending or prior litigation or hearing. If this Coverage Agreement is a renewal of a Coverage Agreement issued by ALICAP, this exclusion shall only apply with respect to **CLAIMS** arising out of any pending or prior litigation or hearing, prior to the effective date of the first policy issued and continuously renewed by ALICAP.
- I.** Any **CLAIM** brought as a counter-claim or cross claim by an employee, board member or volunteer of the **MEMBER** against any other employee, board member or volunteer of the same **MEMBER** however, this exclusion does not apply to **EMPLOYMENT PRACTICE VIOLATIONS**;
- J.** Any **CLAIM** alleging, based upon, arising out of or attributable to breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise, unless liability would have attached to the **MEMBER** even in the absence of such contract, agreement, warranty, guarantee or promise;

Except this exclusion will not apply to **INSURING AGREEMENT F – BREACH OF CONTRACT DEFENSE COSTS**.

- K. Any **CLAIM** for the return of money or property, other than **PROPERTY OF THE MEMBER**, that is being held by the **MEMBER**, or that is in the care, custody, or control of the **MEMBER**;
- L. Any **CLAIM** for the return of any fees, taxes, assessments, or other similar payments made to the **MEMBER**.

PART IV - DEFINITIONS SPECIFIC TO SECTION IV – EDUCATORS LEGAL LIABILITY

1. **CLAIM** means all notices or **SUITS** demanding payment of money based on, or arising out of the same **WRONGFUL ACT, SEXUAL HARASSMENT** or **SEXUAL ABUSE** or a series of related **WRONGFUL ACTS** or **SEXUAL HARASSMENTS** by one or more **MEMBER / MEMBERS**.

CLAIM also means notices or suits not demanding monetary payments arising out of the same wrongful act or series of related **WRONGFUL ACT** by one or more **MEMBER / MEMBERS**. In such case coverage shall be limited to **DEFENSE COSTS** only as per **MEMBERS** coverage certificate.

However, as respects to **EMPLOYMENT PRACTICE VIOLATION, CLAIM** means: all notices or suits demanding payment of money, or charges filed with the Equal Employment Opportunity Commission or comparable federal, state or local administrative agency based on, or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **MEMBERS**.

2. **DEFENSE COSTS** means the expenses incurred for the investigation and defense of a **CLAIM** or **SUIT** arising out of the same **EMPLOYMENT PRACTICE VIOLATION, WRONGFUL ACT** or **SEXUAL HARASSMENT** a series of related **EMPLOYMENT PRACTICE VIOLATIONS, WRONGFUL ACTS** or **SEXUAL HARASSMENTS** by one or more **MEMBERS**. However, the salaries, expense and administrative cost of the **MEMBER** or the **MEMBER'S** third-party claim administrator are not included within the meaning of **DEFENSE COSTS**.

SECTION V WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Under this Coverage Section, if the **NAMED MEMBER** is a partnership or joint venture, each partner or member of the joint venture is insured only in the capacity as employer of employees of the partnership or joint venture.

PART I – COVERAGE A. WORKERS COMPENSATION INSURING AGREEMENTS

ALICAP agrees to pay on behalf of the **MEMBER** promptly when due those sums that the **MEMBER** shall become legally obligated to pay under **WORKERS COMPENSATION LAW**, subject to the terms of this Coverage Agreement, this Coverage Section and the exclusions that follow.

This insurance applies to **BODILY INJURY** by **ACCIDENT** or **BODILY INJURY** by disease including resulting death, provided:

- (1) The **BODILY INJURY** by **ACCIDENT** occurs during the **PERIOD OF INSURANCE** this Coverage Agreement and this coverage is in force; or
- (2) The **BODILY INJURY** by disease is caused or aggravated by the conditions of employment by the **MEMBER**. The employee's last day of last exposure to those conditions of that employment causing or aggravating such **BODILY INJURY** by disease must occur during the **PERIOD OF INSURANCE** this Coverage Agreement and this coverage is in force.

PART II – EXCLUSIONS SPECIFIC TO SECTION V - COVERAGE A. WORKERS COMPENSATION

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE AGREEMENT THIS SECTION DOES NOT INSURE AGAINST:

- (1) Any claims, whether direct or consequential, or any cause of action which is covered under any other Section of this Coverage Agreement;
- (2) Loss payable under the **WORKERS COMPENSATION LAW** of any **STATE** if the **MEMBER** is protected from the loss by any other insurance;
- (3) Punitive or exemplary claims because of:
 - (a) **BODILY INJURY** to any employee;
 - (b) The **MEMBER'S** conduct or the conduct of anyone acting for the **MEMBER** in investigation, trial or settlement, or failure to pay, or delay in payment of any **WORKERS COMPENSATION** claim;
 - (c) The **MEMBER'S** failure to comply with any health or safety law or regulation or any **WORKERS COMPENSATION LAW**;
- (4) Any payments made by the **MEMBER** arising out of operations for which the **MEMBER** has rejected any **WORKERS COMPENSATION LAW**;
- (5) Any assessment made upon self-insurers, whether imposed by statute, regulation or otherwise.

PART III - COVERAGE B. EMPLOYER'S LIABILITY INSURING AGREEMENT

ALICAP agrees to pay on behalf of the **MEMBER** promptly for **DAMAGES** that the **MEMBER** is legally obligated to pay as a Qualified Self-Insurer of **EMPLOYERS LIABILITY**, subject to the terms of this policy, this Coverage Section and the exclusions that follow.

This insurance applies to **BODILY INJURY** by **ACCIDENT** or disease which arises out of and in the course of the injured employee's employment by the **MEMBER**, provided:

- (1) The **BODILY INJURY** by **ACCIDENT** occurs during the period this policy and this coverage are in force; or
- (2) The **BODILY INJURY** by disease is caused or aggravated by the conditions of employment by the **MEMBER**. The employee's last day of last exposure to those conditions of that employment causing or aggravating such **BODILY INJURY** by disease must occur during the period this policy and this coverage are in force and employment by the **MEMBER** is necessary or incidental to work conducted by the **INSURED** in the **STATE** of hire, or as covered under **COVERAGE C OTHER STATES EXCESS WORKERS COMPENSATION EXTENSION**.

PART IV – EXCLUSIONS SPECIFIC TO SECTION V - COVERAGE B. EMPLOYERS LIABILITY

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE AGREEMENT, THIS SECTION DOES NOT INSURE AGAINST:

- (1) Any claims, whether direct or consequential, or for any cause of action which is covered under any other Section of this Coverage Agreement.
- (2) Liability assumed under a contract or agreement; however, this exclusion does not apply to a warranty that the **MEMBER'S** work will be done in a workmanlike manner;
- (3) Punitive or exemplary **DAMAGES**;
- (4) **BODILY INJURY** to an employee while employed in violation of law;
- (5) **DAMAGES** arising out of operations for which the **MEMBER** or the **MEMBER'S** supervisory personnel has:
 - (a) Violated or failed to comply with any **WORKERS COMPENSATION LAW**;
 - (b) Rejected any **WORKERS COMPENSATION LAW**;
 - (c) Intentionally caused or aggravated **BODILY INJURY**;
- (6) Any obligation imposed by a workers' compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- (7) **BODILY INJURY** occurring outside the United States of America, its territories or possessions. This exclusion does not apply to **BODILY INJURY** to a citizen or resident of the United States of America who is temporarily working outside of the United States of America, its territories or possessions for the **MEMBER**;
- (8) Any obligation imposed by the:
 - (a) Merchant Marine Act of 1920 known as the Jones Act, 46 U.S. Code, Section 688, 1970;
 - (b) Federal Employers Liability Act (F.E.L.A.), 45 U.S. Code, Sections 51-60, 1970;
 - (c) U.S. Longshoremen's and Harbor Workers Compensation Act (U.S.L. & H. Act);

- (d) Defense Base Act, U.S. Code (1946) Title 42, Sections 1651-54, Public Law. 77th Congress, as amended;
- (e) Outer Continental Shelf Lands Act, U.S. Code (1946) Title 33, Sections 901-49 as extended by Act of August 7, 1953, Public Law 212, 83rd Congress; or Section 8171, Public Law 85-538, 85th Congress.

PART V - OTHER STATES WORKERS COMPENSATION EXTENSION

This coverage extension applies in other **STATES** than the **STATE** of hire if an employee of the **MEMBER** is injured in such a **STATE** and if the work of such injured employee of the **MEMBER** was within the scope of such employee's employment, at the direction of the **MEMBER**, and was temporary and transitory in such other state provided the **MEMBER** is not insured or a Qualified Self-Insurer in such other **STATE**.

All of the exclusions applicable to **SECTION PART TWO – EXCLUSIONS SPECIFIC TO SECTION V - COVERAGE A. WORKERS COMPENSATION** shall apply to this coverage extension.

PART VI – DEFINITIONS SPECIFIC TO SECTION V – WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

- (1) **ACCIDENT** means each accident or occurrence or series of accidents or occurrences arising out of any one event. An **ACCIDENT** is deemed to end 72 hours after the event commences. Each subsequent 72 hours is deemed to be a separate **ACCIDENT** period. Disease means an **ACCIDENT** only if it results in **BODILY INJURY** directly caused from that **ACCIDENT**.
- (2) **DAMAGES** mean those amounts which the **MEMBER** is obligated to pay due to **BODILY INJURY** by **ACCIDENT** or disease for:
 - (a) which the **MEMBER** is liable to a third party by reason of a claim, **SUIT**, or proceeding against the **INSURED** to recover damages obtained from the third party;
 - (b) care and loss of services of an injured employee of the **MEMBER**;
 - (c) consequential **BODILY INJURY** to a spouse, child, parent, brother or sister of the injured employee of the **MEMBER**;provided such damages in (a), (b), and (c) above are the direct consequence of **BODILY INJURY** that arises out of and in the course of the injured employee's employment by the **MEMBER**;
- (d) **BODILY INJURY** to an employee of the **MEMBER** arising out of and in the course of employment, claimed against the **MEMBER** in a capacity other than as employer.
- (3) **STATE** means any state of the United States of America and the District of Columbia.
- (4) **SUIT** means a civil proceeding in which **BODILY INJURY** is alleged. **SUIT** includes:
 - (a) An arbitration proceeding in which such **BODILY INJURY** is claimed and to which the **MEMBER** must submit, or
 - (c) Any other alternative dispute resolution proceeding in which such **BODILY INJURY** is claimed and to which the **MEMBER** submits to with the ALICAP's consent.
- (5) **WORKERS COMPENSATION LAW** means the workers' or workmen's compensation law and occupational disease law of each **STATE** of hire, or as covered under **PART FIVE - OTHER STATES WORKERS COMPENSATION EXTENSION**. It includes any amendments to those laws which are in effect during the **PERIOD OF INSURANCE**. It does not include provisions of any law that provides non-occupational disability benefits.

SECTION VI EMPLOYEE BENEFITS LIABILITY

PART I - INSURING AGREEMENTS

ALICAP agrees, subject to the policy limitations, exclusions, terms and conditions to pay on behalf of the **MEMBER** for all sums for which the **MEMBER** is legally liable by reason of a **NEGLIGENT ACT, ERROR OR OMISSION**.

This coverage applies only if a claim for damages arises out of a **NEGLIGENT ACT, ERROR OR OMISSION** committed during the **PERIOD OF INSURANCE**. As respects a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **MEMBERS**, the **NEGLIGENT ACT, ERROR OR OMISSION** shall be deemed to have been committed at the time of the first of such acts or alleged acts. This coverage does not apply to **NEGLIGENT ACTS, ERRORS OR OMISSIONS** committed prior to or after the **PERIOD OF INSURANCE**, however as respects a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **MEMBERS** taking place over more than one **PERIOD OF INSURANCE**, the **NEGLIGENT ACT, ERROR OR OMISSION** shall be deemed to have been committed during the first **PERIOD OF INSURANCE** in which the first of such acts or alleged acts took place and only if there is a **LIMIT OF INSURANCE** stated under **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE**.

PART II – CONDITIONS SPECIFIC TO SECTION VI – EMPLOYEE BENEFITS LIABILITY

ALICAP's **LIMIT OF INSURANCE** per **OCCURRENCE** for **SECTION VI EMPLOYEE BENEFITS LIABILITY** is only for the **LIMIT OF INSURANCE** as stated in **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** in excess of the **DEDUCTIBLE**, as stated in the **NAMED MEMBER DEDUCTIBLE SCHEDULE**, not to exceed ALICAP's **LIMIT OF INSURANCE** as stated in the applicable Coverage Section of **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE**.

If an Annual Aggregate applies to any coverage under this Coverage Section, the total Aggregate **LIMIT OF INSURANCE** for such coverage under this Coverage Section combined during the **PERIOD OF INSURANCE** shall not exceed the limit as stated in the applicable Coverage Section of **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE**.

PART III – EXCLUSIONS SPECIFIC TO SECTION VI EMPLOYEE BENEFITS LIABILITY

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE AGREEMENT THIS SECTION DOES NOT INSURE AGAINST:

- A. Any claim for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of the Coverage Agreement, whether or not a limit is stated in **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement;
- B. Any **NEGLIGENT ACT, ERROR OR OMISSION** by, or at, the direction of the **MEMBER** that are dishonest, fraudulent, criminal or malicious;
- C. **BODILY INJURY, PERSONAL INJURY, or PROPERTY DAMAGE;**
- D. Any claim based upon the **MEMBER'S** failure to comply with the federal Employee Retirement Income Security Act of 1974 (ERISA), including subsequent amendments or any similar federal, state or local law(s) or regulations;
- E. Any claim for failure of performance of a contract by any **MEMBER;**
- F. Any claim based upon the **MEMBER'S** failure to comply with any law concerning worker's compensation, unemployment insurance, social security, or disability benefits;

- G. Any claim based upon failure of investments, including but not limited to, stocks, bonds, funds, to perform as represented by a **MEMBER**;
- H. Any claim based upon advice given by a **MEMBER** to participate or not participate in any stock subscription plans;
- I. Any claim arising out of actual or alleged discrimination including but not limited to discrimination based on race or national origin, religion or creed, age, sex, physical disability, military status, or employment practices whether or not any of the foregoing violated any federal, state or local government law(s) or regulation(s) prohibiting such discrimination.

PART IV – DEFINITIONS SPECIFIC TO SECTION IV EMPLOYEE BENEFITS LIABILITY

SECTION VI DEFINITIONS

1. **ADMINISTRATION** means:
 - (a) Giving counsel to employees with respect to **EMPLOYEE BENEFIT PROGRAMS**;
 - (b) Interpreting **EMPLOYEE BENEFIT PROGRAMS**;
 - (c) Handling of records in connection with **EMPLOYEE BENEFIT PROGRAMS**; and
 - (d) Effecting enrollment, termination, or cancellation of employees under **EMPLOYEE BENEFIT PROGRAMS**;

Provided all such acts are authorized by the **NAMED MEMBER**.
2. **OCCURRENCE** means a **NEGLIGENT ACT, ERROR OR OMISSION** committed during the **PERIOD OF INSURANCE**. All claims for damages based on or arising out of the same **NEGLIGENT ACT, ERROR OR OMISSION** or a series of **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **MEMBERS** shall be deemed one **OCCURRENCE**. Only one policy issued by ALICAP, one **DEDUCTIBLE** and one **LIMIT OF INSURANCE** is applicable to any one **OCCURRENCE**.
3. **NEGLIGENT ACT, ERROR OR OMISSION** means the failure to execute required actions, or mistaken actions committed in the **ADMINISTRATION** of the **ASSURED'S EMPLOYEE BENEFIT PROGRAMS**.

All claims based on or arising out of the same **NEGLIGENT ACT, ERROR OR OMISSION** or a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **ASSUREDS** shall be deemed one **NEGLIGENT ACT, ERROR OR OMISSION**. Only one policy, one **DEDUCTIBLE**, and one **LIMIT OF INSURANCE** is applicable to any one **NEGLIGENT ACT, ERROR OR OMISSION**.

SECTION VII CRIME

PART I - INSURING AGREEMENTS

Coverage is provided for one or more of the coverage options in this Coverage Section only if a limit of liability is shown in **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement for the appropriate Coverage Section and a **DEDUCTIBLE** is stated in the **NAMED MEMBER DEDUCTIBLE** portion of this Coverage Agreement for each Coverage chosen.

Coverage in this Section is for loss or damage caused by the Perils Covered in each Coverage Section.

PART II - MONEY AND SECURITIES

A. COVERAGE: ALICAP will pay the **NAMED MEMBER** for loss of **MONEY** or **SECURITIES** owned by the **NAMED MEMBER** or for which the **MEMBER** is liable as a direct result of loss or damage caused by the Perils insured occurring during the **PERIOD OF INSURANCE** whilst inside the **PREMISES** or in **BANKING PREMISES**.

1. PERILS INSURED:

- (a) **THEFT**
- (b) Disappearance
- (c) Destruction
- (d) **BURGLARY**
- (e) **ROBBERY**
- (f) **COMPUTER THEFT**

2. COVERAGE EXTENSION:

ALICAP will pay the **NAMED MEMBER** under this Section for:

- (a) Damage to, a safe, vault, cash register, cash box or cash drawer located inside the **PREMISES** resulting directly from an actual or attempted **THEFT** of; or unlawful entry into such containers;
- (b) Loss of **MONEY** or **SECURITIES** outside the **PREMISES** in the care and custody of a **MESSENGER**;
- (c) Loss of **MONEY** or **SECURITIES** outside the **PREMISES** in the care and custody of an armored vehicle company. However, the **NAMED MEMBER** will be indemnified only the amount of loss that the **NAMED MEMBER** cannot recover:
 - (i) Under the **NAMED MEMBER'S** contract with the armored motor vehicle company; and
 - (ii) From any insurance or indemnity carried by, or for the benefit of customers of the armored motor vehicles company.

B. SPECIFIC MONEY AND SECURITY EXCLUSIONS: In addition to **PART SIX – EXCLUSIONS SPECIFIC TO SECTION VII CRIME**, and the **GENERAL AGREEMENT EXCLUSIONS**, there is no coverage under **MONEY AND SECURITIES** for:

- (1) Loss of **MONEY** or **SECURITIES** after they have been transferred or surrendered to a person or place outside the **PREMISES** based upon unauthorized instructions or as a result of a threat to do bodily harm or damage to any property;

But this exclusion does not apply to loss of **MONEY** or **SECURITIES** while outside the **PREMISES** or in **BANKING PREMISES** or in the care and custody of a **MESSENGER** if the **MEMBER**:

- (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat;
- (2) Loss resulting from the giving or surrendering of property in any exchange or purchase;
 - (3) Loss of property in any money operated device unless the amount of money deposited in it is recorded by a continuous recording instrument in the device;
 - (4) Loss resulting from **DISHONEST ACTS** of any of **NAMED MEMBER'S EMPLOYEES**.

C. DUTIES IN THE EVENT OF LOSS: If the **MEMBER** has reason to believe that any loss of, or loss from damage to, **MONEY** or **SECURITIES** involves a violation of law, the **MEMBER** must notify the police.

D. SPECIFIC MONEY AND SECURITY DEFINITIONS:

- (1) **BANKING PREMISES** means the interior of that portion of any building occupied by a banking institution, similar safe depository, automatic teller machine (ATM), or similar banking device.
- (2) **BURGLARY** means the taking of **MONEY** or **SECURITIES** from inside the **PREMISES** by a person unlawfully entering or leaving the **PREMISES** as evidenced by marks of forcible entry or exit.
- (3) **COMPUTER THEFT** means **THEFT** of **MONEY** or **SECURITIES** following and directly related to the use of any computer to fraudulently cause a transfer of that **MONEY** or **SECURITIES** from inside the **PREMISES** or **BANKING PREMISES** to a person (other than a **MESSENGER**) outside those **PREMISES** or to a place outside those **PREMISES**.
- (4) **DISHONEST ACTS** means dishonest or fraudulent acts committed with the intent to cause the **NAMED MEMBER** to sustain loss or damage and to obtain financial benefit for the **EMPLOYEE** or for any other **EMPLOYEE**, person or organization.
- (5) **EMPLOYEE(S)** means any person:
 - (a) While in the service of the **NAMED MEMBER** (and for thirty (30) days after termination of service); and
 - (b) Whom the **NAMED MEMBER** has the right to direct and control while performing services for the **NAMED MEMBER**.
- (6) **MESSENGER** means the **MEMBER** while having care and custody of the **MONEY** or **SECURITIES** outside the **PREMISES**.
- (7) **MONEY** means:
 - (a) Currency, coins, and bank notes in current use and having a face value; and
 - (b) Travelers checks, register checks and money orders held for sale to the public.

But **MONEY** does not include **SECURITIES**.

- (8) **OCCURRENCE** means an act or series of related acts involving one or more persons; or an act or event, or a series of related acts or events not involving any person.
- (9) **PREMISES** means the interior of that portion of any building that the **MEMBERS** occupies in conducting the **MEMBER'S** business.
- (10) **ROBBERY** means the taking of **MONEY** or **SECURITIES** from the care and custody of a person by one who has:
 - (a) Caused or threatened to cause that person bodily harm; or
 - (b) Committed an obviously unlawful act witnessed by that person.
- (11) **SECURITIES** means negotiable and non-negotiable instruments or contracts representing either **MONEY** or other property and includes:
 - (a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **MEMBER**.

But **SECURITIES** does not include **MONEY**.
- (12) **THEFT** means any act of stealing.

PART III - FORGERY OR ALTERATION

- A. **COVERAGE:** ALICAP will pay the **NAMED MEMBER** for loss involving **INSTRUMENTS** resulting directly from the Perils insured, occurring during the **PERIOD OF INSURANCE**.
 - (1) **PROPERTY COVERED: INSTRUMENTS**
 - (2) **PERILS INSURED:** Forgery or alteration of, on, or in any **INSTRUMENT**.
 - (3) **COVERAGE EXTENSION:**

We will pay the **NAMED MEMBER** under this Section for loss due to the **MEMBER'S** good faith acceptance of:

 - (a) Any United States or Canadian post office, express company, or national or state (or Canadian) chartered bank money order that is not paid upon presentation to the issuer; or
 - (b) Counterfeit United States or Canadian paper currency in exchange for merchandise, money or services or as part of a normal business transaction.
- B. **SPECIFIC FORGERY OR ALTERATION EXCLUSIONS:** In addition to **PART SIX – EXCLUSIONS SPECIFIC TO SECTION VII CRIME**, and the **GENERAL AGREEMENT EXCLUSIONS**, there is no coverage under **FORGERY OR ALTERATION** for:
 - (1) Loss resulting from **DISHONEST ACTS** of any of the **NAMED MEMBER'S EMPLOYEES**.
- C. **FACSIMILE SIGNATURES:** Mechanically reproduced facsimile signatures will be treated the same as handwritten signatures.
- D. **PROOF OF LOSS:** The **NAMED MEMBER** must include with proof of loss, any **COVERED INSTRUMENT** involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

E. SPECIFIC FORGERY OR ALTERATION DEFINITIONS:

- (1) **INSTRUMENTS** means checks, drafts, promissory notes, or similar written promises, orders or directions to pay a certain sum in money that are:
 - (a) Made or drawn by or drawn upon the **NAMED MEMBER**;
 - (b) Made or drawn by one acting as the **NAMED MEMBER'S** agent; or that are purported to have been so made or drawn.
- (2) **DISHONEST ACTS** means dishonest or fraudulent acts committed with the intent to cause the **NAMED MEMBER** to sustain loss or damage and to obtain financial benefit for the **EMPLOYEE** or for any other **EMPLOYEE**, person or organization.
- (3) **EMPLOYEE(S)** means any person:
 - (a) While in the service of the **NAMED MEMBER** (and for thirty (30) days after termination of service); and
 - (b) Whom the **NAMED MEMBER** has the right to direct and control while performing services for the **NAMED INSURED**.
- (4) **OCCURRENCE** means all loss caused by a person or in which that person is involved, whether the loss involves one or more **COVERED INSTRUMENTS**.

PART IV - EMPLOYEE DISHONESTY

A. COVERAGE:

- (1) **COVERAGE:** ALICAP will pay the **NAMED MEMBER** for the loss of or damage to Real or business Personal Property, including **MONEY** and **SECURITIES**, and **INSTRUMENTS** owned or held by the **NAMED MEMBER**, or for which the **NAMED MEMBER** is liable.
- (2) **PROPERTY COVERED:** Real or business Personal Property, including **MONEY** and **SECURITIES**, and **INSTRUMENTS** owned or held by the **NAMED MEMBER**, or for which the **NAMED MEMBER** is liable.
- (3) **PERILS COVERED:** Direct loss of or damage to Property Covered resulting from **DISHONEST ACTS** committed by any of the **NAMED MEMBER'S EMPLOYEES**, acting alone or in collusion with other persons, which occur within the **PERIOD OF INSURANCE**.
- (4) **COVERAGE EXTENSION:** ALICAP will pay the **NAMED MEMBER** under this Section for loss caused to the **NAMED MEMBER** through failure of any of the **NAMED MEMBER'S EMPLOYEES** or School Treasurer, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position of employment.

B. SPECIFIC EMPLOYEE DISHONESTY EXCLUSIONS: In addition to **PART SIX – EXCLUSIONS SPECIFIC TO SECTION VII CRIME**, and the **GENERAL AGREEMENT EXCLUSIONS**, there is no coverage under **EMPLOYEE DISHONESTY** for:

- (1) Damage where the only proof of the loss or amount of the loss is dependent upon an inventory or a profit and loss computation;
- (2) Any part of a loss involving any **EMPLOYEE** occurring after discovery of any fraudulent or **DISHONEST ACTS** committed by the **EMPLOYEE** whether before or after being employed by the **MEMBER**. This only includes discovery by a **MEMBER** not in collusion with the **EMPLOYEE**;

(3) Loss that is not discovered within one year after the end of the **PERIOD OF INSURANCE**;

(4) Legal expenses or any indirect loss.

C. EMPLOYEE DISHONESTY SUPPLEMENTAL COVERAGE:

The Supplemental Coverage applies only if this **EMPLOYEE DISHONESTY COVERAGE** renews prior dishonesty coverage and is effective on the expiration or termination date of the prior coverage.

ALICAP will pay the **MEMBER** for loss that would have been covered by the prior insurance, except that the time to discover the loss had expired, and which would be covered by this policy had it been in effect when the acts or events causing the loss or damage occurred. This coverage is limited to the lesser of the limits applicable to the prior insurance or the limits shown in **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement. This Supplement Coverage is part of, and not in addition to the **LIMITS OF INSURANCE** for **EMPLOYEE DISHONESTY Coverage**.

D. LOSS PAYMENT:

The limit of insurance shown is the most that will be paid for an **OCCURRENCE** even though it may occur over more than one **PERIOD OF INSURANCE**.

E. DEFINITIONS SPECIFIC TO EMPLOYEE DISHONESTY:

(1) **DISHONEST ACTS** means dishonest or fraudulent acts committed with the intent to cause the **NAMED MEMBER** to sustain loss or damage and to obtain financial benefit for the **EMPLOYEE** or for any other **EMPLOYEE**, person or organization.

(2) **EMPLOYEE(S)** means any person:

- (a) While in the service of the **NAMED MEMBER** (and for thirty (30) days after termination of service); and
- (b) Whom the **NAMED MEMBER** has the right to direct and control while performing services for the **NAMED MEMBER**.

(3) **INSTRUMENTS** means checks, drafts, promissory notes, or similar written promises, orders or directions to pay a certain sum in **MONEY** that are:

- (a) Made or drawn by or drawn upon the **NAMED MEMBER**;
- (b) Made or drawn by one acting as the **NAMED MEMBER'S** agent; or that are purported to have been so made or drawn.

(4) **MONEY** means:

- (a) Currency, coins, and bank notes in current use and having a face value; and
- (b) Travelers checks, register checks and money orders held for sale to the public.

But **MONEY** does not include **SECURITIES**.

(5) **OCCURRENCE** means all loss or damage caused by **DISHONEST ACTS**, whether involving one or more **EMPLOYEES**, or as the result of a single act or series of acts.

(6) **SECURITIES** mean negotiable and non-negotiable **INSTRUMENTS** or contracts representing either **MONEY** or other property and includes:

- (a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **MEMBER**.

But **SECURITIES** does not include **MONEY**.

PART V – CONDITIONS SPECIFIC TO SECTION VII CRIME

NO BENEFIT TO BAILEE: The Insurance afforded herein shall not insure directly or indirectly to the benefit of any carrier or other Bailee for hire.

VALUATION:

- 1. **MONEY:** Face value.
- 2. **SECURITIES:** Actual cash value at the close of business on the day the loss was discovered.
- 3. **PROPERTY OTHER THAN MONEY AND SECURITIES:** Actual cash value at the time of loss with deduction for depreciation. The valuation is limited to the cost to repair or replace with property of equivalent kind and quality, to the extent practicable.

PART VI – EXCLUSIONS SPECIFIC TO SECTION VII CRIME

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE AGREEMENT THIS SECTION DOES NOT INSURE AGAINST:

- 1. Any **CLAIM** for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of the Coverage Agreement, whether or not a limit is stated in **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement
- 2. Loss resulting from accounting or arithmetical errors or omissions;
- 3. Loss resulting from a **MEMBER’S**, or anyone acting on a **MEMBER’S** express or implied authority, being induced by any **DISHONEST ACT** to voluntarily part with title to or possession of any property;
- 4. Any loss, caused by order of any civil authority, including seizure, confiscation or destruction of property, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

SECTION VIII CAMPUS SECURITY ACTIVITIES

PART I - INSURING AGREEMENTS

- A. **CAMPUS SECURITY ACTIVITIES:** ALICAP agrees, subject to the coverage agreement limitations, terms and conditions, to pay on behalf of the **MEMBER** for all sums which the **MEMBER** is legally obligated to pay by reason of the liability imposed upon the **MEMBER** by law for damage, direct or consequential, and expenses, all as more fully defined by the term **ULTIMATE NET LOSS**, on account of **PERSONAL INJURY** or **BODILY INJURY** or **PROPERTY DAMAGE** or the loss of use thereof suffered or alleged to have been suffered by any person(s) or organization(s) resulting out of **CAMPUS SECURITY ACTIVITIES**, including **INCIDENTAL MEDICAL MALPRACTICE** arising out of **CAMPUS SECURITY ACTIVITIES**, happening during the **PERIOD OF INSURANCE**.
- B. **SEXUAL HARASSMENT LIABILITY:** ALICAP agrees, subject to the policy limitations, exclusions, terms and conditions, to pay on behalf the **NAMED MEMBER** for any loss, **OCCURRENCE, SUIT** or for any **DEFENSE COSTS** for the vicarious liability on the part of the **NAMED MEMBER** arising solely out of an actual or alleged acts by any employee, volunteer worker, official of the **NAMED MEMBER** while acting as a campus security officer, auxiliary officer of the **NAMED MEMBER** or as an officer of a law enforcement agency or department working on behalf of the **NAMED MEMBER** of **SEXUAL HARASSMENT** first committed during the **PERIOD OF INSURANCE** against another person who is not an **MEMBER** under this policy. This provision applies only to the liability of the **NAMED MEMBER** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED MEMBER** and does not arise from any contractual duty to indemnify an employee, volunteer worker or official of the **NAMED MEMBER**. This coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

The ALICAP will not make payment for any loss, **OCCURRENCE, SUIT** for any employee, volunteer worker, official of the **NAMED MEMBER** or other person or persons in respect of actual or alleged **SEXUAL HARASSMENT**; however, with respect only to this **SECTION INSURING AGREEMENT B**. ALICAP agree, subject to all other policy limitations, terms and conditions, that as to any loss, **OCCURRENCE** or **SUIT** for any actual or alleged **SEXUAL HARASSMENT** against another person who is not a **MEMBER** under this policy alleged to have been committed by an employee, volunteer worker or official of the **NAMED MEMBER** only, ALICAP will pay on behalf of that employee, volunteer worker or official of the **NAMED MEMBER** for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a loss or by an adjudication, it is determined that the employee, volunteer worker or official of the **NAMED MEMBER** committed an act of **SEXUAL HARASSMENT**. Coverage only applies if the act of **SEXUAL HARASSMENT** was first committed during the **PERIOD OF INSURANCE**. Further, this coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

- C. **SEXUAL ABUSE LIABILITY:** ALICAP agrees, subject to the policy limitations, exclusions, terms and conditions, to pay on behalf the **NAMED MEMBER** for any loss, **OCCURRENCE, SUIT** or for any **DEFENSE COSTS** for the vicarious liability on the part of the **NAMED MEMBER** arising solely out of an actual or alleged acts by any employee, volunteer worker, official of the **NAMED MEMBER** while acting as a campus security officer, auxiliary officer of the **NAMED MEMBER** or as an officer of a law enforcement agency or department working on behalf of the **NAMED MEMBER** of **SEXUAL ABUSE** first committed during the **PERIOD OF INSURANCE** against another person who is not an **MEMBER** under this policy. This provision applies only to the liability of the **NAMED MEMBER** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED MEMBER** and does not arise from any contractual duty to indemnify an employee, volunteer worker or official of the **NAMED MEMBER**. This coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

The ALICAP will not make payment for any loss, **OCCURRENCE, SUIT** or for any **DEFENSE COSTS** for any employee, volunteer worker, official of the **NAMED MEMBER** or other person or persons in respect of actual or alleged **SEXUAL ABUSE**; however, with respect only to this **SECTION INSURING AGREEMENT C**. ALICAP agree, subject to all other policy limitations, terms and conditions, that as to any loss, **OCCURRENCE** or **SUIT** for any actual or alleged **SEXUAL ABUSE** against another person who is not a **MEMBER** under this policy alleged to have been committed by any employee, volunteer worker, official of the **NAMED MEMBER** while acting as a campus security officer, auxiliary officer of the **NAMED MEMBER** or as an officer of a law enforcement agency or department working on behalf of the **NAMED MEMBER** only, ALICAP will pay on behalf of that employee, volunteer worker or official of the **NAMED MEMBER** for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, or settlement of a loss or by an adjudication, it is determined that the employee, volunteer worker or official of the **NAMED MEMBER** committed an act of **SEXUAL ABUSE**. Coverage only applies if the act of **SEXUAL ABUSE** was first committed during the **PERIOD OF INSURANCE**. Further, this coverage applies only if a limit is stated in the **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement.

Neither this coverage nor any subsequent coverage provided by ALICAP will apply to any **SEXUAL ABUSE** involving the same employee, volunteer worker or official of the **NAMED ASSURED** or other person or persons which occurred after the **DISCOVERY** by any of the **NAMED ASSURED'S** officials, trustees, directors, officers or partners of any actual, attempted or pending alleged **SEXUAL ABUSE** by said perpetrator.

Following **DISCOVERY** of any actual, attempted or pending alleged **SEXUAL ABUSE** during the **PERIOD OF INSURANCE**, the **NAMED ASSURED** shall give notification of such discovery to ALICAP as soon as practicable but no more than 120 days after the initial discovery, and in any event within the **PERIOD OF INSURANCE** or sixty (60) days after the expiration of the **PERIOD OF INSURANCE** during which the **OCCURRENCE** of **SEXUAL ABUSE** first took place; whichever is later. Any failure to comply with this provision for any reason whatsoever will result in the absolute exclusion of any resulting **SEXUAL ABUSE** claim or claims, irrespective of whether ALICAP have been prejudiced by said failure.

PART II - COVERAGE EXTENSIONS SPECIFIC TO SECTION VIII CAMPUS SECURITY ACTIVITIES

Notwithstanding **GENERAL AGREEMENT EXCLUSION E** to the contrary, but subject to all other policy limitations, terms and conditions, this Section is extended to cover **BODILY INJURY, PERSONAL INJURY, or PROPERTY DAMAGE** resulting from **CAMPUS SECURITY ACTIVITIES** and due to the use of teargas, mace or similar substances by an **MEMBER** within the scope of their employment by the **NAMED MEMBER**. This coverage extension applies only if the **NAMED MEMBER'S** operations meet all the standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

PART III - EXCLUSIONS SPECIFIC TO SECTION VIII CAMPUS SECURITY ACTIVITIES

IN ADDITION TO THE GENERAL EXCLUSIONS OF THIS COVERAGE AGREEMENT, THIS SECTION DOES NOT INSURE AGAINST:

- A.** Any claim for damages, whether direct or consequential, or for any cause of action which is covered under any other Section of this Coverage Agreement, whether or not a limit is stated **LIMITS OF INSURANCE, PART ONE – SPECIFIC AND AGGREGATE LIMITS OF COVERAGE** portion of this Coverage Agreement;
- B.** Any **CLAIM** or **SUIT** for **BODILY INJURY, PROPERTY DAMAGE, or PERSONAL INJURY**, including any award of attorney's fees and costs, resulting from:
 - (1) any knowing and intentional violation of any subsection of Title 42 of the U.S. Code, including but not limited to 42 U.S.C § 1981 thru 42 U.S.C. §1989 and 42 U.S.C. §1997; or
 - (2) any knowing and intentional deprivation of any rights protected under the United States Constitution or the Constitution of any State, Territory, or Protectorate of the United States; or
 - (3) any act which is not reasonably related to the execution and/or enforcement of the law; or

- (4) any act committed with the knowledge and intent to cause **BODILY INJURY, PROPERTY DAMAGE, or PERSONAL INJURY**, or which could reasonably be expected to cause **BODILY INJURY, PROPERTY DAMAGE, or PERSONAL INJURY** unless the act of the **MEMBER** was reasonably necessary to lawfully prevent injury to persons or damage to property.

However, Exclusion B. shall not apply to any vicarious liability on the part of the **NAMED MEMBER** arising solely out of an act by any other **MEMBER** resulting from **CAMPUS SECURITY ACTIVITIES** and excluded herein, but this provision applies only to the liability of the **NAMED MEMBER** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED MEMBER** does not arise from any contractual duty to indemnify a **MEMBER**.

- C. Liability arising out of the ownership, maintenance or use, including loading or unloading, of watercraft 26 feet and over;
- D. Damage to or destruction of **PROPERTY OF THE MEMBER**;
- E. Liability arising out of the ownership, maintenance, loading or unloading, use or operations of any aircraft, airfields, runways, hangars, buildings or other properties in connection with aviation activities;
- F. Any obligation for which the **MEMBER** may be held liable under any Workers Compensation, unemployment compensation, disability benefits law, employer's liability or under any similar law or to **BODILY INJURY** to any employee or to any liability for indemnity or contribution brought by any party for **BODILY INJURY** to any employee;
- G. The cost of any investigation, disciplinary or criminal proceedings against an individual **MEMBER** except that ALICAP may, at their own option and expense, associate counsel in the defense of any such investigation, criminal or disciplinary proceeding. Should we elect to associate counsel, such elections shall not constitute a waiver or estoppel of any rights ALICAP may have pursuant to the terms, conditions, exclusions and limitations of this Coverage Agreement;
- H. Any claim arising from **WRONGFUL ACTS** except as provided under this Section for Discrimination or Violation of Civil Rights arising out of **CAMPUS SECURITY ACTIVITIES**;
- I. Any **CLAIM** arising out of an intentional breach of contract.

PART IV – DEFINITIONS SPECIFIC TO SECTION VIII CAMPUS SECURITY ACTIVITIES

- 1. **CLAIM** means all notices or **SUITS** demanding payment of money based on, or arising out of the same **OCCURRENCE** or a series of related **OCCURRENCES** by one or more **MEMBERS**.
- 2. **DEFENSE COSTS** mean the expenses incurred for the investigation and defense of a **CLAIM** or **SUIT** alleging **BODILY INJURY, PERSONAL INJURY, or PROPERTY DAMAGE** resulting only from **CAMPUS SECURITY ACTIVITIES**. However, the salaries, expense and administrative cost of the **MEMBER** or the **MEMBER'S** third party claim administrator are not included within the meaning of **DEFENSE COSTS**.
- 3. **DISCOVERY** of any actual, attempted or pending alleged **SEXUAL ABUSE** shall exist when any of the **NAMED ASSURED'S** officials, trustees, directors, officers, partners or any person that the **NAMED ASSURED** has made responsible in an official capacity to prevent **SEXUAL ABUSE** has taken receipt, learned, or in the exercise of reasonable care should have known:
 - (a) of any lawsuit alleging **SEXUAL ABUSE**; or
 - (b) of any demand for money or services based upon alleged **SEXUAL ABUSE**; or
 - (c) of any criminal investigation or prosecution alleging **SEXUAL ABUSE**; or
 - (d) of any allegation by an alleged victim or by a parent or guardian of the alleged victim of **SEXUAL ABUSE**, whether the allegation is or is not accompanied by a demand for money or services; or
 - (e) of any report from any other person alleging **SEXUAL ABUSE**, and a person or group designated by the **NAMED ASSURED** to investigate the allegation has investigated and as a result of the investigation has

recommended that any action of any kind be taken by or on behalf of the **NAMED ASSURED** with respect either to the alleged **ASSURED** or the alleged victim; or
(f) that the alleged **ASSURED** has admitted to acts of **SEXUAL ABUSE**.

4. **INCIDENTAL MEDICAL MALPRACTICE** means **BODILY INJURY** or **PERSONAL INJURY** arising out of the rendering of or failure to render emergency and/or first aid medical services which shall be understood to include, but not limited to, the dispensing of medication and/or the administering of inoculations and/or blood tests and the like (i.e.: medicines/tests normally administered by a Healthcare Department that are preventative in nature and do not require advanced medical diagnosis) but where there are no overnight stays in a medical facility.

However, **INCIDENTAL MEDICAL MALPRACTICE** does not include services provided by:

- (a) a hospital or emergency room facility;
- (b) a physician, medical doctor, osteopath, chiropractor, resident, extern, or intern;
- (c) a psychiatrist;
- (d) a pharmacist;
- (e) a dentist, orthodontist, or periodontist.

5. **OCCURRENCE** means an accident or a happening or event or a continuous or repeated exposure to conditions which results in **BODILY INJURY**, **PROPERTY DAMAGE**, **PERSONAL INJURY**, **SEXUAL HARASSMENT** or **SEXUAL ABUSE** during the **PERIOD OF INSURANCE**.

All **BODILY INJURIES**, **PERSONAL INJURIES** or **SEXUAL HARASSMENT** or **SEXUAL ABUSE** to one or more persons and/or **PROPERTY DAMAGE** arising out of an accident or a happening or event or series of continuous or repeated accidents or happenings or events shall be deemed one **OCCURRENCE**. Only one policy, one **DEDUCTIBLE**, and one **LIMIT OF INSURANCE** is applicable to any one **OCCURRENCE**.

SECTION IX EQUIPMENT BREAKDOWN

DECLARATIONS

These coverages apply to any location owned, leased or operated under the control of The Nebraska Association of School Boards ALICAP Program (Except for Service Interruption).

COVERAGES	LIMITS
Equipment Breakdown Limit	\$150,000,000
Property Damage.....	Included
Off Premises Property Damage.....	\$100,000
Business Income	Included
Extra Expense	Included
Service Interruption.....	\$5,000,000
Contingent Business Income	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Demolition	\$5,000,000
Ordinance or Law	\$5,000,000
Expediting Expense	\$250,000
Hazardous Substances	\$250,000
Newly Acquired Locations	\$10,000,000
Builder's Risk	\$25,000,000

DEDUCTIBLES

Direct Deductible - \$1,000
Indirect Deductible - 24 Hours
Perishable Goods Deductible - \$250

OTHER CONDITIONS

Newly Acquired Locations – 90 Days
Extended Period of Restoration – 30 Days
Service Interruption Waiting Period – 24 Hours

PART IX EQUIPMENT BREAKDOWN COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Section IX, the words “you” and “your” refer to the NAMED MEMBER shown on the Members Coverage Certificate. The words “we,” “us” and “our” refer to ALICAP providing this Insurance. Other words and phrases that appear in bold and capitalized have special meaning or represent a title of a subsection, condition or exclusion. Refer to Section IX **G. - DEFINITIONS**. Examples are shown for illustrative purposes only and do not represent predicted or expected outcomes.

A. COVERAGE

This Equipment Breakdown Coverage provides insurance for a Covered Cause of Loss as defined in A.1. below. In the event of a Covered Cause of Loss, we will pay for loss as described in A.2. below.

1. COVERED CAUSE OF LOSS – ACCIDENT

The Covered Cause of Loss for this Equipment Breakdown Coverage is an “accident.” Without an “accident,” there is no Equipment Breakdown Coverage.

(a) ACCIDENT means a fortuitous event that causes direct physical damage to “covered equipment.” The event must be one of the following:

- (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (2) Artificially generated electrical current, including electrical arcing, that damages electrical devices, appliances or wires;
- (3) Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;
- (4) An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;
- (5) An event inside hot water boilers or other water heating equipment that damages such equipment; or
- (6) Bursting, cracking or splitting.

“Accident” does not include any condition or event listed in Definition G.1.b.

(b) COVERAGE EQUIPMENT means the following:

- (1) Unless specified otherwise in the Declarations:
 - (1) Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or
 - (2) Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- (2) Except as specifically provided for under Off Premises Property Damage, Service Interruption, Contingent Business Income, paragraph (2) of Perishable Goods and Civil Authority, such equipment must be at a location described in the Declarations and must be owned or leased by you or operated under your control.

COVERED EQUIPMENT does not include any property listed in Definition G.8.b.

2. COVERAGES PROVIDED

This section lists the coverages that may apply in the event of an **ACCIDENT**. Each coverage is subject to a specific limit as shown in the Equipment Breakdown Coverage Part. See paragraph C.2. for details.

These coverages apply only to the direct result of an **ACCIDENT**. For each coverage, we will pay only for that portion of the loss, damage or expense that is solely attributable to the **ACCIDENT**.

(a) PROPERTY DAMAGE

We will pay for physical damage to **COVERED PROPERTY** that is at a location indicated in the Declarations at the time of the **ACCIDENT**.

(b) OFF PREMISES PROPERTY DAMAGE

If you have transportable **COVERED EQUIPMENT** that, at the time of the **ACCIDENT**, is within the Coverage Territory, but is not:

- i. At a location indicated in the Declarations; or
- ii. At any other location owned or leased by you, we will pay for physical damage to such **COVERED EQUIPMENT**.

(c) BUSINESS INCOME

- (1) We will pay your actual loss of **BUSINESS INCOME** during the **PERIOD OF RESTORATION** that results directly from the necessary total or partial interruption of your business.
- (2) We will also pay any necessary expenses you incur during the **PERIOD OF RESTORATION** to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- (3) We will consider the actual experience of your business before the **ACCIDENT** and the probable experience you would have had without the **ACCIDENT** in determining the amount of our payment.

(d) EXTRA EXPENSE

We will pay the reasonable and necessary **EXTRA EXPENSE** to operate your business during the **PERIOD OF RESTORATION**.

(e) SERVICE INTERRUPTION

We will pay for your loss and expense as defined under Business Income coverage and Extra Expense coverage that is the result of an **INTERRUPTION OF SERVICE**.

(f) CONTINGENT BUSINESS INCOME

We will pay for your loss and expense as defined under Business Income and Extra Expense coverages that:

- (1) Results from an **INTERRUPTION OF SUPPLY**; or
- (2) Results from an **ACCIDENT** to an **ANCHOR LOCATION**.

(g) PERISHABLE GOODS

- (1) We will pay for physical damage to **PERISHABLE GOODS** due to **SPOILAGE**.
- (2) We will also pay for physical damage to **PERISHABLE GOODS** due to **SPOILAGE** that is the result of an **INTERRUPTION OF SERVICE**.
- (3) We will also pay for physical damage to **PERISHABLE GOODS** due to contamination from the release of refrigerant, including but not limited to ammonia.

- (4) We will also pay any necessary expenses you incur during the **PERIOD OF RESTORATION** to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(h) DATA RESTORATION

- (1) We will pay for your reasonable and necessary cost to research, replace or restore lost **DATA**.
- (2) We will also pay for your loss and expense as defined under Business Income coverage and Extra Expense coverage that is the result of h.(1) above, if such coverage is otherwise applicable under this policy. This coverage is included within and subject to your Data Restoration limit.

(i) DEMOLITION

This coverage applies if an **ACCIDENT** damages a building that is **COVERED PROPERTY** and the loss is increased by an ordinance or law that:

- (1) Requires the demolition of a building that is otherwise reparable;
- (2) Is in force at the time of the **ACCIDENT**; and
- (3) Is not addressed under Hazardous Substances coverage.
- (2) We will pay for the following additional costs to comply with such ordinance or law:
 - (a) Your actual and necessary cost to demolish and clear the site of the undamaged parts of the building; and
 - (b) Your actual and necessary cost to reconstruct the undamaged parts of the building.
- (3) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no such ordinance or law been in force at the time of the **ACCIDENT**.
- (4) We will also pay for your loss and expense as defined under Business Income coverage and Extra Expense coverage that is the result of i.(1) above, if such coverage is otherwise applicable under this policy. This coverage is included within and subject to your Demolition limit.

(j) ORDINANCE OR LAW

- (1) This coverage applies if an **ACCIDENT** damages a building that is **COVERED PROPERTY** and the loss is increased by an ordinance or law that:
 - (a) Regulates the construction or repair of buildings, including **BUILDING UTILITIES**;
 - (b) Is in force at the time of the **ACCIDENT**; and
 - (c) Is not addressed under Demolition coverage or Hazardous Substances coverage.
- (2) We will pay for the following additional costs to comply with such ordinance or law:
 - (a) Your actual and necessary cost to repair the damaged portions of the building;
 - (b) Your actual and necessary cost to reconstruct the damaged portions of the building; and
 - (c) Your actual and necessary cost to bring undamaged portions of the building into compliance with the ordinance or law.
- (3) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no such ordinance or law been in force at the time of the **ACCIDENT**.
- (4) We will also pay for your loss and expense as defined under Business Income coverage and Extra Expense coverage that is the result of j.(1) above, if such coverage is otherwise applicable under this policy. This coverage is included within and subject to your Ordinance or Law limit.

(k) EXPEDITING EXPENSES

With respect to your damaged **COVERED PROPERTY**, we will pay the reasonable extra cost to:

- (1) Make temporary repairs; and
- (2) Expedite permanent repairs or permanent replacement.

(l) HAZARDOUS SUBSTANCES

- (1) We will pay for the additional cost to repair or replace **COVERED PROPERTY** because of contamination by a **HAZARDOUS SUBSTANCE**. This includes the additional expenses to clean up or dispose of such property. This does not include contamination of **PERISHABLE GOODS** by refrigerant, including but not limited to ammonia, which is addressed in Perishable Goods, A.2.g.(3).
- (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no **HAZARDOUS SUBSTANCE** been involved.
- (3) We will also pay for your loss and expense as defined under Business Income coverage and Extra Expense coverage that is the result of l.(1) above, if such coverage is otherwise applicable under this policy. This coverage is included within and subject to your Hazardous Substances limit.

(m) NEWLY ACQUIRED LOCATIONS

- (1) You will notify us promptly of any newly acquired location that you have purchased or leased during the **PERIOD OF INSURANCE**.
- (2) All coverages applicable to any scheduled location under this Equipment Breakdown Coverage are extended to a newly acquired location that you have purchased or leased during the **PERIOD OF INSURANCE**.
- (3) This coverage begins at the time you acquire the property. As respects newly constructed properties, we will only consider them to be acquired by you when you have fully accepted the completed project.
- (4) This coverage ends when any of the following first occurs:
 - (a) This Policy expires;
 - (b) The number of days specified in the Declarations for this coverage expires after you acquire the location;
 - (c) The location is incorporated into the regular coverage of this policy; or
 - (d) The location is incorporated into the regular coverage of another Equipment Breakdown policy you have.
- (5) If limits or deductibles vary by location, the highest limits and deductibles will apply to newly acquired locations. However, the most we will pay for loss, damage or expense arising from any **ONE ACCIDENT** is the amount shown as the Newly Acquired Locations limit in the Declarations.
- (6) We will charge you additional premium for newly acquired locations from the date you acquire the property.

(n) COURSE OF CONSTRUCTION

This coverage is automatically included and does not need to be indicated in the Declarations.

- (1) You will notify us promptly of any expansion or rehabilitation of any location described in the Declarations.
- (2) All coverages applicable to any location described in the Declarations are extended to an expansion or rehabilitation of that location.
- (3) This coverage begins at the time you begin the expansion or rehabilitation project.
- (4) We will charge you additional premium for newly acquired equipment from the date the equipment is installed.

(o) CIVIL AUTHORITY

We will pay for your loss and expense as defined under Business Income and Extra Expense coverages that results from a civil authority prohibiting access to a location described in the Declarations due solely to an **ACCIDENT** that causes damage to property within one mile of such location, provided that such action is taken in response to dangerous physical conditions resulting from the **ACCIDENT**, or to enable a civil authority to have unimpeded access to the damaged property.

(p) INGRESS & EGRESS

We will pay for your loss and expense as defined under Extra Expense coverage during the period of time when ingress to or egress from the **MEMBER'S** real or personal property is prohibited as a direct result of an **ACCIDENT** to **COVERED EQUIPMENT**, within one (1) mile of an insured location but not at an insured location. Such period of time begins on the date that ingress to or egress from real or personal property is prohibited. The most we will pay for all loss and expense is \$250,000.

B. EXCLUSIONS

We will not pay for any excluded loss, damage or expense, even though any other cause or event contributes concurrently or in any sequence to the loss, damage or expense.

1. We will not pay for loss, damage or expense caused directly or indirectly by any of the following, whether or not caused by or resulting from an **ACCIDENT**.

(a) FIRE AND EXPLOSION

- (1) Fire, including smoke from a fire.
- (2) Combustion explosion. This includes, but is not limited to, a combustion explosion of any steam boiler or other fired vessel.
- (3) Any other explosion, except as specifically provided in A.1.a.(3).

(b) ORDINANCE OR LAW

The enforcement of, or change in, any ordinance, law, regulation, rule or ruling regulating or restricting repair, replacement, alteration, use, operation, construction or installation, except as specifically provided in A.2.i., j. and l. (Demolition, Ordinance or Law and Hazardous Substances coverages).

(c) EARTH MOVEMENT

Earth movement, whether natural or human-made, including but not limited to earthquake, shock, tremor, subsidence, landslide, rock fall, earth sinking, sinkhole collapse or tsunami.

(d) NUCLEAR HAZARD

Nuclear reaction, detonation or radiation, or radioactive contamination, however caused.

(e) WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these.

(f) WATER

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow; or
- (3) Water that backs up or overflows from a sewer, drain or sump.

However, if electrical **COVERED EQUIPMENT** requires drying out because of the above, we will pay for the amount you actually expend to dry out such equipment, subject to the applicable Property Damage limit and Direct Coverage deductible. We will not pay more than the Actual Cash Value of the affected electrical **COVERED EQUIPMENT**. We will not pay to replace such equipment or for any other loss, damage or expense.

(g) FAILURE TO PROTECT PROPERTY

Your failure to use all reasonable means to protect **COVERED PROPERTY** from damage following an **ACCIDENT**.

(h) FINES

Fine, penalty or punitive damage.

(i) MOLD

Mold, fungus, mildew or yeast, including any spores or toxins created or produced by or emanating from such mold, fungus, mildew or yeast. This includes, but is not limited to, costs arising from clean-up, remediation, containment, removal or abatement of such mold, fungus, mildew, yeast, spores or toxins. However, this exclusion does not apply to **SPOILAGE** of personal property that is **PERISHABLE GOODS** to the extent that such **SPOILAGE** is covered under Perishable Goods coverage.

(j) VANDALISM

Vandalism, meaning a willful and malicious act that causes damage or destruction.

(k) ELECTRONIC VANDALISM

- (1) Willful or malicious destruction of computer programs, content, instructions or other electronic or digital data stored within computer systems.
- (2) Unauthorized computer code or programming that:
 - a. Deletes, distorts, corrupts or manipulates computer programs, content, instructions or other electronic or digital data, or otherwise results in damage to computers or computer systems or networks to which it is introduced.
 - b. Replicates itself, impairing the performance of computers or computer systems or networks; or
 - c. Gains remote control access to data and programming within computers or computer systems or networks to which it is introduced.

2. We will not pay for an **ACCIDENT** caused by or resulting from any of the following causes of loss:

(a) Lightning.

(b) Windstorm or Hail. However, this exclusion does not apply when:

- (1) **COVERED EQUIPMENT** located within a building or structure suffers an **ACCIDENT** that results from wind-blown rain, snow, sand or dust; and
- (2) The building or structure did not first sustain wind or hail damage to its roof or walls through which the rain, snow, sand or dust entered.

- (c) Collision or any physical contact caused by a **VEHICLE**. This includes damage by objects falling from aircraft. However, this exclusion does not apply to any unlicensed **VEHICLES** which you own or which are operated in the course of your business.
 - (d) Riot or Civil Commotion.
 - (e) Leakage or discharge of any substance from an automatic sprinkler system, including collapse of a tank that is part of the system.
 - (f) Volcanic Action.
 - (g) An electrical insulation breakdown test.
 - (h) A hydrostatic, pneumatic or gas pressure test.
 - (i) Water or other means intended to extinguish a fire, even when such an attempt is unsuccessful.
 - (1) Elevator collision.
3. We will not pay for an **ACCIDENT** caused by or resulting from any of the following perils, if such peril is a covered cause of loss under another coverage part or policy of insurance you have, whether collectible or not, and without regard to whether or not the other coverage part or policy of insurance provides the same coverage or scope of coverage as this policy.
- (a) Falling Objects.
 - (b) Weight of Snow, Ice or Sleet
 - (c) Water Damage, meaning discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance containing water or steam.
 - (d) Collapse.
 - (e) Breakage of Glass.
 - (f) Freezing caused by cold weather.
 - (1) Discharge of molten material from equipment, including the heat from such discharged material.
4. Exclusions 2. and 3. do not apply if all of the following are true:
- (a) The excluded peril occurs away from any location described in the Declarations and causes an electrical surge or other electrical disturbance;
 - (b) Such surge or disturbance is transmitted through utility service transmission lines to a described location;
 - (c) At the described location, the surge or disturbance results in an **ACCIDENT** to **COVERED EQUIPMENT** that is owned or operated under the control of you or your landlord; and
 - (d) The loss, damage or expense caused by such surge or disturbance is not a covered cause of loss under another coverage part or policy of insurance you have, whether collectible or not, and without regard to whether or not the other coverage part or policy of insurance provides the same coverage or scope of coverage as this policy.

5. With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for:
 - (a) Loss associated with business that would not or could not have been carried on if the **ACCIDENT** had not occurred;
 - (b) Loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business;
 - (c) That part of any loss that extends beyond or occurs after the **PERIOD OF RESTORATION**. This includes, but is not limited to:
 - (1) **BUSINESS INCOME** that would have been earned after the **PERIOD OF RESTORATION** even if such loss is the direct result of the suspension, lapse or cancellation of a contract during the **PERIOD OF RESTORATION**; and
 - (2) **EXTRA EXPENSE** to operate your business after the **PERIOD OF RESTORATION**, even if such loss is contracted for and paid during the **PERIOD OF RESTORATION**.
 - (d) Any increase in loss resulting from an agreement between you and your customer or supplier. This includes, but is not limited to, contingent bonuses or penalties, late fees, demand charges, demurrage charges and liquidated damages.
6. With respect to Off Premises Property Damage coverage, Service Interruption coverage, Contingent Business Income coverage, paragraph (2) of Perishable Goods coverage and Civil Authority coverage, we will also not pay for an **ACCIDENT** caused by or resulting from any of the perils listed in Exclusion 3. above, whether or not such peril is a covered cause of loss under another coverage part or policy of insurance you have.
7. With respect to Data Restoration coverage, we will also not pay to reproduce:
 - a. Software programs or operating systems that are not commercially available; or
 - b. **DATA** that is obsolete, unnecessary or useless to you.
8. With respect to Demolition and Ordinance or Law coverages, we will also not pay for:
 - a. Increased demolition or reconstruction costs until they are actually incurred; or
 - b. Loss due to any ordinance or law that:
 - (1) You were required to comply with before the loss, even if the building was undamaged; and
 - (2) You failed to comply with;whether or not you were aware of such non-compliance.

C. LIMITS OF INSURANCE

Any payment made under this Equipment Breakdown Coverage will not be increased if more than one **MEMBER** is shown in the Equipment Breakdown Coverage Part or if you are comprised of more than one legal entity.

1. Equipment Breakdown Limit

The most we will pay for loss, damage or expense arising from any **ONE ACCIDENT** is the amount shown as the Equipment Breakdown Limit in the Declarations of this Section IX.

2. Coverage Limits

- (a) The limit of your insurance under each of the coverages listed in A.2. from loss, damage or expense arising from any **ONE ACCIDENT** is the amount indicated for that coverage in the Equipment Breakdown Coverage Part. These limits are a part of, and not in addition to, the Equipment Breakdown Limit. If an amount of time is shown, coverage will continue for no more than that amount of time immediately following the **ACCIDENT**. If a coverage is shown as "Included," that coverage is provided up to the remaining amount of the Equipment Breakdown Limit. If no limit is shown in the Equipment Breakdown Coverage Part for a coverage, or if a coverage is shown as Excluded in the Equipment Breakdown Coverage Part, that coverage will be considered to have a limit of \$0.
- (b) If two or more coverage limits apply to the same loss or portion of a loss, we will pay only the smallest of the applicable limits for that loss or portion of the loss. This means that if:
- (1) You have a loss under one of the coverages listed in A.2.; and
 - (2) All or part of the loss is not covered because the applicable coverage is excluded or has a limit that is less than the amount of your loss,
- we will not pay the remaining amount of such loss under any other coverage.

EXAMPLE 1

Property Damage Limit: \$7,000,000
Business Income Limit: \$1,000,000
Newly Acquired Locations Limit: \$500,000

There is an **ACCIDENT** at a newly acquired location that results in a Property Damage loss of \$200,000 and a Business Income loss of \$800,000.

We will pay \$500,000, because the entire loss is subject to the Newly Acquired Locations Limit of \$500,000.

EXAMPLE 2

Property Damage Limit: \$7,000,000
Business Income Limit: \$500,000
Hazardous Substances Limit: \$25,000

There is an **ACCIDENT** that results in a loss of \$100,000. If no **HAZARDOUS SUBSTANCE** had been involved, the property damage loss would have been \$10,000 and the business income loss would have been \$20,000. The presence of the **HAZARDOUS SUBSTANCE** increased the loss by \$70,000 (increasing the clean-up and repair costs by \$30,000 and increasing the business income loss by \$40,000).

We will pay \$55,000 (\$10,000 property damage plus \$20,000 business income plus \$25,000 hazardous substances).

D. DEDUCTIBLES

1. DEDUCTIBLES FOR EACH COVERAGE

- (a) Unless the Declarations indicate that your deductible is combined for all coverages, multiple deductibles may apply to any **ONE ACCIDENT**.

- (1) We will not pay for loss, damage or expense under any coverage until the amount of the covered loss or damage exceeds the deductible amount indicated for that coverage in the Declarations. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit indicated in the Declarations.
- (2) If deductibles vary by type of **COVERED EQUIPMENT** and more than one type of **COVERED EQUIPMENT** is involved in any **ONE ACCIDENT** only the highest deductible for each coverage will apply.
- (3) The following applies when a deductible is expressed as a function of the horsepower rating of a refrigerating or air conditioning system. If more than one compressor is used with a single system, the horsepower rating of the largest motor or compressor will determine the horsepower rating of the system.

2. DIRECT AND INDIRECT COVERAGES

- (a) Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Declarations.
- (b) Unless more specifically indicated in the Declarations:
 - (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss, regardless of where such coverage is provided in this Equipment Breakdown Coverage; and
 - (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this Equipment Breakdown Coverage.

EXAMPLE

An "accident" results in covered losses as follows:

\$100,000 Total Loss (all applicable coverages)

\$ 35,000 Business Income Loss (including \$2,000 of business income loss payable under Data Restoration coverage)

\$5,000 Extra Expense Loss

In this case, the Indirect coverages loss totals \$40,000 before application of the Indirect Coverage Deductible. The Direct coverages loss totals the remaining \$60,000 before application of the Direct Coverage Deductible.

3. APPLICATION OF DEDUCTIBLES

(a) DOLLAR DEDUCTIBLES

We will not pay for loss, damage or expense resulting from any **ONE ACCIDENT** until the amount of loss, damage or expense exceeds the applicable deductible or deductibles shown in the Declarations. We will then pay the amount of loss, damage or expense in excess of the applicable deductible or deductibles, subject to the applicable limits shown in the Declarations.

(b) TIME DEDUCTIBLES

If a time deductible is shown in the Declarations, we will not be liable for any loss occurring during the specified number of hours or days immediately following the **ACCIDENT**. If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

(c) MULTIPLE OF AVERAGE DAILY VALUE (ADV) DEDUCTIBLES

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the **BUSINESS INCOME** that would have been earned during the period of interruption had no **ACCIDENT** occurred, divided by the number of working days in that period. The ADV applies to the **BUSINESS INCOME** value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the **PERIOD OF RESTORATION**.

The number indicated in the Declarations will be multiplied by the ADV as determined above. The result will be used as the applicable deductible.

EXAMPLE

Business is interrupted, partially or completely, for 10 working days. If there had been no **ACCIDENT**, the total **BUSINESS INCOME** at the affected location for those 10 working days would have been \$5,000. The Indirect Coverages Deductible is 3 Times ADV.

$\$5,000 / 10 = \500 ADV

$3 \times \$500 = \$1,500 \text{ Indirect Coverages Deductible}$

(d) PERCENTAGE OF LOSS DEDUCTIBLES

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated Minimum Deductible, the Minimum Deductible will be the applicable deductible.

E. LOSS CONDITIONS

The following conditions apply:

1. ABANDONMENT

There can be no abandonment of any property to us.

2. BRANDS AND LABELS

(a) If branded or labeled merchandise that is **COVERED PROPERTY** is damaged by an **ACCIDENT**, but retains a salvage value, you may:

1. Stamp the word SALVAGE on the merchandise or its containers if the stamp will not physically damage the merchandise; or
2. Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

(b) We will pay for any reduction in value of the salvage merchandise resulting from either of the two actions listed in 2.a. above, subject to all applicable limits.

1. We will also pay the reasonable and necessary expenses you incur to perform either of the two actions described in 2.a. above. We will pay for such expenses to the extent that they do not exceed the amount recoverable from salvage.
2. If a Brands and Labels Limit is shown on the Declarations, we will not pay more than the indicated amount for coverage under this Condition.

3. COINSURANCE - BUSINESS INCOME COVERAGE

- (a) Unless otherwise shown in the Declarations, Business Income coverage is subject to coinsurance. This means that we will not pay the full amount of any **BUSINESS INCOME** loss if the **BUSINESS INCOME ACTUAL ANNUAL VALUE** is greater than the **BUSINESS INCOME** estimated annual value at the affected location at the time of the **ACCIDENT**. Instead, we will determine the most we will pay using the following steps:
- (1) Divide the **BUSINESS INCOME ESTIMATED ANNUAL VALUE** by the **BUSINESS INCOME ACTUAL ANNUAL VALUE** at the time of the **ACCIDENT**;
 - (2) Multiply the total amount of the covered loss of **BUSINESS INCOME** by the amount determined in paragraph (1) above;
 - (3) Subtract the applicable deductible from the amount determined in paragraph (2) above;
- The resulting amount, or the Business Income Limit, whichever is less, is the most we will pay. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.
- (b) Coinsurance applies separately to each insured location.
- (c) If you report a single **BUSINESS INCOME** estimated annual value for more than one location, without providing information on how that amount should be distributed among the locations, we will distribute the amount evenly among all applicable locations.

EXAMPLE 1 (Underinsurance)

When:

The **BUSINESS INCOME ACTUAL ANNUAL VALUE** at the location of loss at the time of the **ACCIDENT** is \$200,000.

The **BUSINESS INCOME ESTIMATED ANNUAL VALUE** shown in the Declarations for the location of loss is \$100,000.

The actual loss of **BUSINESS INCOME** resulting from the **ACCIDENT** is \$40,000.

The Business Income limit is \$100,000.

The Business Income deductible is \$5,000.

Step 1: $\$100,000 / \$200,000 = .5$

Step 2: $\$40,000 \times .5 = \$20,000$

Step 3: $\$20,000 - \$5,000 = \$15,000$

The total **BUSINESS INCOME** loss recovery, after deductible, would be \$15,000. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

We will also charge you an additional premium in recognition of the **BUSINESS INCOME ACTUAL ANNUAL VALUE**.

EXAMPLE 2 (Adequate insurance)

When:

The **BUSINESS INCOME ACTUAL ANNUAL VALUE** at the location of loss at the time of the **ACCIDENT** is \$200,000.

The **BUSINESS INCOME ESTIMATED ANNUAL VALUE** shown in the Declarations for the location of loss is \$200,000.

The actual loss of **BUSINESS INCOME** resulting from the **ACCIDENT** is \$40,000.

The Business Income limit is \$100,000.

The Business Income deductible is \$5,000.

Step 1: $\$200,000 / \$200,000 = 1$

Step 2: $\$40,000 \times 1 = \$40,000$

Step 3: $\$40,000 - \$5,000 = \$35,000$

The total **BUSINESS INCOME** loss recovery, after deductible, would be \$35,000.

4. COINSURANCE – COVERAGES OTHER THAN BUSINESS INCOME

Coverages other than Business Income may be subject to coinsurance if so indicated in the Declarations. If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of the property subject to the coverage at the time of the **ACCIDENT** times the Coinsurance percentage shown for it in the Declarations is greater than the applicable limit.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of the property subject to the coverage at the time of the **ACCIDENT** by the Coinsurance percentage;
- (2) Divide the applicable limit by the amount determined in step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the amount determined in step (2); and
- (4) Subtract the deductible from the amount determined in step (3).

We will pay the amount determined in step (4) or the applicable limit, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

- b. Coinsurance applies separately to each insured location.

EXAMPLE 1 (Underinsurance)

When:

The actual value of **PERISHABLE GOODS** at the location of loss at the time of the **ACCIDENT** is \$200,000.

The Perishable Goods limit is \$100,000 @ 80% coinsurance.

The loss under Perishable Goods coverage resulting from the **ACCIDENT** is \$60,000.

The Perishable Goods deductible is \$5,000.

Step 1: $\$200,000 \times 80\% = \$160,000$

Step 2: $\$100,000 / \$160,000 = .625$

Step 3: $\$60,000 \times .625 = \$37,500$

Step 4: $\$37,500 - \$5,000 = \$32,500$

The total Perishable Goods loss recovery, after deductible, would be \$32,500. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

EXAMPLE 2 (Adequate insurance)

When:

The actual value of **PERISHABLE GOODS** at the location of loss at the time of the **ACCIDENT** is \$100,000.

The Perishable Goods limit is \$100,000 @ 80% coinsurance.

The loss under Perishable Goods coverage resulting from the **ACCIDENT** is \$60,000.

The Perishable Goods deductible is \$5,000.

Step 1: $\$100,000 \times 80\% = \$80,000$

Step 2: $\$100,000 / \$80,000 = 1.25$

Coinsurance does not apply.

Step 3: $\$60,000 - \$5,000 = \$55,000$

The total Perishable Goods loss recovery, after deductible, would be \$55,000.

5. DEFENSE

We have the right, but are not obligated, to defend you against suits arising from claims of owners of property in your care, custody or control. When we do this, it will be at our expense.

6. DUTIES IN THE EVENT OF LOSS OR DAMAGE

You must see that the following are done in the event of loss or damage:

- a. Give us a prompt notice of the loss or damage, including a description of the property involved.
- b. You must reduce your loss, damage or expense, if possible, by:
 - (1) Protecting property from further damage. We will not pay for your failure to protect property, as stated in Exclusion B.1.g.;
 - (2) Resuming business, partially or completely at the location of loss or at another location;
 - (3) Making up lost business within a reasonable amount of time. This includes working extra time or overtime at the location of loss or at another location. The reasonable amount of time does not necessarily end when the operations are resumed;
 - (4) Using merchandise or other property available to you;
 - (5) Using the property or services of others; and
 - (6) Salvaging the damaged property.
- c. Allow us a reasonable time and opportunity to examine the property and premises before repair or replacement is undertaken or physical evidence of the “**ACCIDENT**” is removed. But you must take whatever measures are necessary for protection from further damage.
- d. Make no statement that will assume any obligation or admit any liability, for any loss, damage or expense for which we may be liable, without our consent.
- e. Promptly send us any legal papers or notices received concerning the loss, damage or expense.
- f. As often as may be reasonably required, permit us to inspect your property, premises and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- g. If requested, permit us to examine you and any of your agents, employees and representatives under oath. We may examine any insured under oath while not in the presence of any other insured. Such examination:
 - (1) May be at any time reasonably required;
 - (2) May be about any matter relating to this insurance, your loss, damage or expense, or your claim, including, but not limited to, your books and records; and
 - (3) May be recorded by us by any methods we choose.
- h. Send us a signed, sworn proof of loss containing the information we request. You must do this within 60 days after our request.
- i. Cooperate with us in the investigation and settlement of the claim.

7. ERRORS AND OMISSIONS

- a. We will pay your loss covered by this Equipment Breakdown coverage if such loss is otherwise not payable solely because of any of the following:
 - (1) Any error or unintentional omission in the description or location of property as insured under this policy;
 - (2) Any failure through error to include any premises owned or occupied by you at the inception of this policy; or
 - (3) Any error or unintentional omission by you that results in cancellation of any premises insured under this policy.
- b. No coverage is provided as a result of any error or unintentional omission by you in the reporting of values or the coverage you requested.
- c. It is a condition of this coverage that such errors or unintentional omissions shall be reported and corrected when discovered. The policy premium will be adjusted accordingly to reflect the date the premises should have been added had no error or omission occurred.

- d. If an Errors and Omissions Limit is shown on the Declarations, we will not pay more than the indicated amount for coverage under this Condition.

8. PROVING YOUR LOSS

It is your responsibility, at your own expense, to provide documentation to us:

- b. Demonstrating that the loss, damage or expense is the result of an **ACCIDENT** covered under this Equipment Breakdown Coverage; and
 - c. Calculating the dollar amount of the loss, damage and expense that you claim is covered.
- Your responsibility in 8.a. above is without regard to whether or not the possible **ACCIDENT** occurred at your premises or involved your equipment.

9. SALVAGE AND RECOVERIES

When, in connection with any loss under this Equipment Breakdown Coverage, any salvage or recovery is received after the payment for such loss, the amount of the loss shall be refigured on the basis on which it would have been settled had the amount of salvage or recovery been known at the time the loss was originally determined. Any amounts thus found to be due either party from the other shall be paid promptly.

10. VALUATION

We will determine the value of **COVERED PROPERTY** as follows:

- a. Except as specified otherwise, our payment for damaged **COVERED PROPERTY** will be the smallest of:
 - (1) The cost to repair the damaged property;
 - (2) The cost to replace the damaged property on the same site; or
 - (3) The amount you actually spend that is necessary to repair or replace the damaged property.
- b. The amount of our payment will be based on the most cost-effective means to replace the function, capacity and remaining useful life of the damaged property. This may include the use of generic, used or reconditioned parts, equipment or property.
- c. Except as described in d. below, you must pay the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- d. Green Certification, Environmental, Safety and Efficiency Improvements
If **COVERED EQUIPMENT** requires replacement due to an **ACCIDENT**, we will pay your additional cost to replace with equipment that we agree is better for the environment, safer for people or more energy efficient than the equipment being replaced, subject to the conditions below. This includes costs to employ **GREEN** methods of construction, disposal or recycling in the course of repair or replacement of the damaged or destroyed **COVERED PROPERTY**, in accordance with documented standards of a **GREEN AUTHORITY**. This also includes such costs you actually incur to attain **GREEN** certification of the repaired or replaced **COVERED PROPERTY** in accordance with documented standards of a **GREEN AUTHORITY**.
 - (1) We will not pay more than 150% of what the cost would have been to replace with like kind and quality;
 - (2) We will not pay to increase the size or capacity of the equipment;
 - (3) This provision only applies to Property Damage coverage;
 - (4) This provision does not increase any of the applicable limits;
 - (5) This provision does not apply to any property valued on an Actual Cash Value basis; and
 - (6) This provision does not apply to the replacement of component parts.
- e. The following property will be valued on an Actual Cash Value basis:
 - (1) Any property that does not currently serve a useful or necessary function for you;
 - (2) Any **COVERED PROPERTY** that you do not repair or replace within 24 months after the date of the **ACCIDENT**; and
 - (3) Any **COVERED PROPERTY** for which Actual Cash Value coverage is specified in the

Declarations.

Actual Cash Value includes deductions for depreciation.

- f. If any one of the following conditions is met, property held for sale by you will be valued at the sales price as if no loss or damage had occurred, less any discounts and expenses that otherwise would have applied:
 - (1) The property was manufactured by you;
 - (2) The sales price of the property is less than the replacement cost of the property; or
 - (3) You are unable to replace the property before its anticipated sale.
- g. Except as specifically provided for under Data Restoration coverage, **DATA** and **MEDIA** will be valued on the following basis:
 - (1) For mass-produced and commercially available software, at the replacement cost.
 - (2) For all other **DATA** and **MEDIA**, at the cost of blank **MEDIA** for reproducing the records. We will not pay for **DATA** representing financial records based on the face value of such records.
- h. Air conditioning or refrigeration equipment that utilizes a refrigerant containing CFC (chlorofluorocarbon) substances will be valued at the cost to do the least expensive of the following:
 - (1) Repair or replace the damaged property and replace any lost CFC refrigerant;
 - (2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
 - (3) Replace the system with one using a non-CFC refrigerant.

In determining the least expensive option, we will include any associated Business Income or Extra Expense loss. If option (2) or (3) is more expensive than (1), but you wish to retrofit or replace anyway, we will consider this better for the environment and therefore eligible for valuation under paragraph d., Environmental, Safety and Efficiency Improvements. In such case, E.10.d.(1) is amended to read: "We will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality."

F. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Loss Conditions:

1. ADDITIONAL INSURED

If a person or organization is designated in this Equipment Breakdown Coverage as an additional insured, we will consider them to be an insured under this Equipment Breakdown Coverage only to the extent of their interest in the **COVERED PROPERTY**.

2. BANKRUPTCY

The bankruptcy or insolvency of you or your estate will not relieve you or us of any obligation under this Equipment Breakdown Coverage.

3. CANCELLATION

- a. The first **NAMED MEMBER** shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first **NAMED MEMBER** written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- c. We will mail or deliver our notice to the first **NAMED MEMBER'S** last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The **PERIOD OF INSURANCE** will end on that date.
- e. If this policy is canceled, we will send the first **NAMED MEMBER** any premium refund due. If we cancel, the refund will be pro rata. If the first **NAMED MEMBER** cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. **CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. The first **NAMED MEMBER** shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. **CONCEALMENT, MISREPRESENTATION OR FRAUD**

We will not pay for any loss and coverage will be void if you or any additional insured at any time:

- a. Intentionally cause or allow loss, damage or expense in order to collect on insurance; or
- b. Intentionally conceal or misrepresent a material fact concerning:
 - (1) This Equipment Breakdown Coverage;
 - (2) The **COVERED PROPERTY**;
 - (3) Your interest in the **COVERED PROPERTY**; or
 - (4) A claim under this Equipment Breakdown Coverage.

6. **EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this policy at any time during the **PERIOD OF INSURANCE** and up to three years afterward.

7. **INSPECTIONS AND SURVEYS**

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

8. **JURISDICTIONAL INSPECTIONS**

It is your responsibility to comply with any state or municipal boiler and pressure vessel regulations. If any **COVERED EQUIPMENT** that is **COVERED PROPERTY** requires inspection to comply with such regulations, at your option we agree to perform such inspection.

9. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Equipment Breakdown Coverage unless:

- a. There has been full compliance with all the terms of this Equipment Breakdown Coverage; and
- b. The action is brought within two years after the date of the **ACCIDENT** or
- c. We agree in writing that you have an obligation to pay for damage to “covered property” of others or until the amount of that obligation has been determined by final judgment or arbitration award. No one has the right under this policy to bring us into an action to determine your liability.

10. LIBERALIZATION

If we adopt any standard form revision for general use that would broaden the coverage under this Equipment Breakdown Coverage without additional premium, the broadened coverage will apply to this Equipment Breakdown Coverage commencing on the date that such revision becomes effective in the jurisdiction where the **ACCIDENT** occurs.

11. LOSS PAYABLE

- a. We will pay you and the loss payee shown in the Declarations for loss covered by this Equipment Breakdown Coverage, as interests may appear. The insurance covers the interest of the loss payee unless the loss results from conversion, secretion or embezzlement on your part or on the part of the loss payee.
- b. We may cancel the policy as allowed by the Cancellation Condition. Cancellation ends this agreement as to the loss payee’s interest. If we cancel, we will mail you and the loss payee the same advance notice.
- c. If we make any payment to the loss payee, we will obtain their rights against any other party.

12. MAINTAINING YOUR PROPERTY AND EQUIPMENT

It is your responsibility to appropriately maintain your property and equipment. We will not pay your costs to maintain, operate, protect or enhance your property or equipment, even if such costs are to comply with our recommendations or prevent loss, damage or expense that would be covered under this policy.

13. MORTGAGE HOLDERS

- a. The term mortgage holder includes trustee.
- b. We will pay for direct damage to **COVERED PROPERTY** due to an **ACCIDENT** to **COVERED EQUIPMENT** to you and each mortgage holder shown in the Declarations in their order of precedence, as interests in the **COVERED PROPERTY** may appear.
- c. The mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the **COVERED PROPERTY**.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Equipment Breakdown Coverage, the mortgage holder will still have the right to receive loss payment, provided the mortgage holder does all of the following:
 - (1) Pays any premium due under this Equipment Breakdown Coverage at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so;
 - (3) Has notified us of any change in ownership or material change in risk known to the mortgage holder; and
 - (4) Has complied with all other terms and conditions of this Policy.

All of the terms of this Equipment Breakdown Coverage will then apply directly to the mortgage

holder.

- e. If we pay the mortgage holder for any loss and deny payment to you because of your acts or because you have failed to comply with the terms of this Equipment Breakdown Coverage:
 - (1) The mortgage holder's right under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgage holder's right to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.
- f. If we cancel this policy, we will give written notice to the mortgage holder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgage holder at least 10 days before the expiration date of this policy.
- h. If we suspend coverage, it will also be suspended as respects the mortgage holder. We will give written notice of the suspension to the mortgage holder.

14. OTHER INSURANCE

If there is other insurance that applies to the same loss, damage or expense, this Equipment Breakdown Coverage shall apply only as excess insurance after all other applicable insurance has been exhausted.

15. PERIOD OF INSURANCE, COVERAGE TERRITORY

Under this Equipment Breakdown Coverage:

- a. The **ACCIDENT** must occur during the **PERIOD OF INSURANCE**, but expiration of the policy does not limit our liability.
- b. The **ACCIDENT** must occur within the following Coverage Territory:
 - (1) The United States of America (including its territories and possessions);
 - (2) Puerto Rico; and
 - (3) Canada.
- c. With respect to Off Premises Property Damage coverage only, the **ACCIDENT** may occur in any country except one in which the United States has imposed sanctions, embargoes or similar restrictions on the provision of insurance.

16. PREMIUMS

The first **NAMED MEMBER** shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

17. PRIVILEGE TO ADJUST WITH OWNER

In the event of loss, damage or expense involving property of others in your care, custody or control, we have the right to settle the loss, damage or expense with respect to such property with the owner of the property. Settlement with owners of that property will satisfy any claim of yours.

18. SUSPENSION

Whenever **COVERED EQUIPMENT** is found to be in, or exposed to, a dangerous condition, any of

our representatives may immediately suspend the insurance against loss from an **ACCIDENT** to that **COVERED EQUIPMENT**. This can be done by delivering or mailing a written notice of suspension to:

- a. Your last known address; or
- b. The address where the **COVERED EQUIPMENT** is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that **COVERED EQUIPMENT**.

If we suspend your insurance, you will get a pro rata refund of premium for that **COVERED EQUIPMENT** for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

19. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual **MEMBER**.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

20. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Equipment Breakdown Coverage has rights to recover damages from another, those rights are transferred to us to the

extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- a. Prior to an **ACCIDENT**.
- b. After an **ACCIDENT** only if, at time of the **ACCIDENT**, that party is one of the following:
 - (1) Someone insured by this Policy; or
 - (2) A business firm:
 - (a) Owned or controlled by you; or
 - (b) That owns or controls you.

G. DEFINITIONS

1. **ACCIDENT**

- a. **ACCIDENT** is defined in A.1.a.

- b. None of the following is an **ACCIDENT**, however caused and without regard to whether such condition or event is normal and expected or unusual and unexpected:

Depletion, deterioration, rust, corrosion, erosion, settling or wear and tear;

Any gradually developing condition;

Any defect, programming error, programming limitation, computer virus, malicious code, loss of **DATA**, loss of access, loss of use, loss of functionality or other condition within or involving **DATA** or **MEDIA** of any kind;

Contamination by a **HAZARDOUS SUBSTANCE**; or

Misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

2. **ANCHOR LOCATION** means a location, operated by others, upon which you depend to attract customers to your location. An **ANCHOR LOCATION** must have been open for business for at least six months prior to the **ACCIDENT**, and must be located within one mile of your location.

3. **BOILERS AND VESSELS** means:

- a. Boilers;
- b. Steam piping;
- c. Piping that is part of a closed loop used to conduct heat from a boiler;
- d. Condensate tanks; and
- e. Unfired vessels which, during normal usage, operate under vacuum or pressure, other than the weight of contents.

This term does not appear elsewhere in this coverage form, but may appear in the Declarations.

4. **BUILDING UTILITIES** means **COVERED EQUIPMENT** permanently mounted on or in a building and used to provide any of the following services within the building: heating, ventilating, air conditioning, electrical power, hot water, elevator or escalator services, natural gas service or communications. **BUILDING UTILITIES** does not include personal property or equipment used in manufacturing or processing.

5. **BURIED VESSELS OR PIPING** means any piping or vessel buried or encased in the earth, concrete or other material, whether above or below grade, or in an enclosure which does not allow access for inspection and repair.

6. **BUSINESS INCOME** means the sum of:
- a. The Net Income (net profit or loss before income taxes) that would have been earned or incurred; and
 - b. Continuing normal and necessary operating expenses incurred, including employee payroll.
7. **BUSINESS INCOME ACTUAL ANNUAL VALUE** means the **BUSINESS INCOME** for the current fiscal year that would have been earned had no **ACCIDENT** occurred.

In calculating the **BUSINESS INCOME ACTUAL ANNUAL VALUE**, we will take into account the actual experience of your business before the “accident” and the probable experience you would have had without the **ACCIDENT**.

8. **BUSINESS INCOME ESTIMATED ANNUAL VALUE** means the anticipated **BUSINESS INCOME** reported to us and shown in the Declarations. If no value is shown in the Declarations, the **BUSINESS INCOME ESTIMATED ANNUAL VALUE** will be the most recent report of anticipated **BUSINESS INCOME** values on file with us.

9. **COVERED EQUIPMENT**

- a. **COVERED EQUIPMENT** is defined in A.1.b.
- b. None of the following is **COVERED EQUIPMENT**:
 - 1) Structure, including but not limited to the structural portions of buildings and towers, and scaffolding;
 - 2) Foundation;
 - 3) Cabinet, compartment, conduit or ductwork;
 - 4) Insulating or refractory material;
 - 5) **BURIED VESSELS OR PIPING**;
 - 6) Waste, drainage or sewer piping;
 - 7) Piping, valves or fittings forming a part of a sprinkler or fire suppression system;
 - 8) Water piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system;
 - 9) **VEHICLE** or any equipment mounted on a **VEHICLE**;
 - 10) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
 - 11) Dragline, excavation or construction equipment;
 - 12) Equipment manufactured by you for sale; or
 - 13) **DATA**.

10. **COVERED PROPERTY**

- a. **COVERED PROPERTY** means property that you own or property that is in your care, custody or control and for which you are legally liable. Such property must be at a location described in the Declarations except as provided under Off Premises Property Damage coverage.
- b. None of the following is **COVERED PROPERTY**:
 - (1) Accounts, bills, currency, deeds or other evidences of debt, money, notes or securities;
 - (2) Fine arts, jewelry, furs or precious stones;
 - (3) Precious metal, unless forming a part of “covered equipment”;
 - (4) Animals;
 - (5) Contraband, or property in the course of illegal transportation or trade;
 - (6) Land (including land on which the property is located), water, trees, growing crops or lawns;
or
 - (7) Shrubs or plants, unless held indoors for retail sale.

11. **DATA** means information or instructions stored in digital code capable of being processed by machinery.
12. **ELECTRICAL GENERATING EQUIPMENT**
- a. **ELECTRICAL GENERATING EQUIPMENT** means equipment which converts any other form of energy into electricity. This includes, but is not limited to, the following:
1. Boilers used primarily to provide steam for one or more turbine-generator units;
 2. Turbine-generators (including steam, gas, water or wind turbines);
 3. Engine-generators;
 4. Fuel cells or other alternative electrical generating equipment;
 5. Electrical transformers, switchgear and power lines used to convey the generated electricity; and
- Associated equipment necessary for the operation of any of the equipment listed in (1) through (5) above.
- b. **ELECTRICAL GENERATING EQUIPMENT** does not mean:
- (1) Elevator or hoist motors that generate electricity when releasing cable; or
 - (2) Equipment intended to generate electricity solely on an emergency, back-up basis.
- This term does not appear elsewhere in this coverage form, but may appear in the Declarations.
13. **EXTRA EXPENSE** means the additional cost you incur to operate your business over and above the cost that you normally would have incurred to operate your business during the same period had no **ACCIDENT** occurred.
14. **HAZARDOUS SUBSTANCE** means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
15. **GREEN** means products, materials, methods and processes that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize the environmental impact.
16. **GREEN AUTHORITY** means a recognized authority on GREEN building or GREEN products materials or processes.
17. **INTERRUPTION OF SERVICE**
- a. **INTERRUPTION OF SERVICE** means a failure or disruption of the normal supply of any of the Covered Services listed in b. below, when such failure or disruption is caused by an **ACCIDENT** to **COVERED EQUIPMENT**, subject to the conditions listed in c. through f. below.
- b. Covered Services are electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks and data transmission.
- c. The **COVERED EQUIPMENT** must either be:
- (1) Owned by a company with whom you have a contract to supply you with one of the Covered Services; or
 - (2) Used to supply you with one of the Covered Services and located within one mile of a location described in the Declarations.
- f. If a Service Interruption Distance Limitation is indicated in the Declarations, the **COVERED EQUIPMENT** suffering the **ACCIDENT** must be located within the indicated distance of any location described in the Declarations.
- g. If an Interruption of Service Waiting Period is indicated in the Declarations, no failure or disruption of service will be considered to qualify as an **INTERRUPTION OF SERVICE** until the

failure or disruption exceeds the indicated number of hours immediately following the **ACCIDENT**.

- h. **INTERRUPTION OF SERVICE** does not include any failure or disruption, whether or not arising from or involving an **ACCIDENT**, in which a supplier could have continued to provide service to the location but chose for any reason to reduce or discontinue service.

(1) **INTERRUPTION OF SUPPLY**

- a. **INTERRUPTION OF SUPPLY** means a failure or disruption of the normal supply of any of the Covered Contingencies listed below, when such failure or disruption is caused by an **ACCIDENT** to **COVERED EQUIPMENT** that is located at a Contingent Business Income supplier or receiver location indicated in the Declarations. If no Contingent Business Income supplier or receiver location is indicated in the Declarations, the **COVERED EQUIPMENT** must be owned by a supplier from whom you have received the Covered Contingency for at least six months prior to the **ACCIDENT** or a receiver to whom you have supplied the Covered Contingency for at least six months prior to the **ACCIDENT**.
- b. Covered Contingencies are raw materials, intermediate products, finished products, packaging materials and product processing services.
- (2) **MEDIA** means material on which **DATA** is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.
- (3) **ONE ACCIDENT** means all **ACCIDENTS** occurring at the same time from the same event. If an **ACCIDENT** causes other **ACCIDENTS**, all will be considered **ONE ACCIDENT**.
- (4) **ORDINARY PAYROLL** means the Payroll Expenses associated with all employees other than executives, department managers and employees under contract.

As used above, Payroll Expenses means all payroll, employee benefits directly related to payroll, FICA payments you pay, union dues you pay and workers compensation premiums. **ORDINARY PAYROLL** does not include pensions or director's fees. This term does not appear elsewhere in this coverage form, but may appear in the Declarations.

- (5) **PERIOD OF RESTORATION** means the period of time that begins at the time of the **ACCIDENT** and continues until the earlier of:
- (a) The date the physical damage to **COVERED EQUIPMENT** is repaired or replaced; or
- (b) The date on which such damage could have been repaired or replaced with the exercise of due diligence and dispatch, plus the number of days, if any, shown in the Declarations for Extended Period of Restoration.

As respects Civil Authority coverage only, "period of restoration" means the period of time that begins as of the time access is prohibited by action of the civil authority and continues until the earlier of:

- (a) 21 days thereafter; or
- (b) The date access is restored.
- (6) **PERISHABLE GOODS** means any **COVERED PROPERTY** subject to deterioration or impairment as a result of a change of conditions, including but not limited to temperature, humidity or pressure.
- (7) **PRODUCTION MACHINERY** means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machine or apparatus. However, **PRODUCTION MACHINERY** does not mean any boiler, or fired or unfired pressure vessel. This term does not appear elsewhere in this coverage form, but may appear in the Declarations.

- (8) **SPOILAGE** means any detrimental change in state. This includes but is not limited to thawing of frozen goods, warming of refrigerated goods, freezing of fresh goods, solidification of liquid or molten material and chemical reactions to material in process.
- (9) **VEHICLE** means any machine or apparatus that is used for transportation or moves under its own power. **VEHICLE** includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a **VEHICLE**.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

NON-WAIVER OF IMMUNITY ENDORSEMENT (NEBRASKA)

Endorsement #1 modifies insurance provided under the following:

SECTION II General Liability
SECTION IV Educators' Legal Liability

You agree that your purchase of insurance does not constitute a waiver by you or by any insured of the defense of governmental or other immunity or any other bar from liability where such immunity or bar would exist in the absence of the purchase of insurance.

We shall have no duty to pay:

1. Any claim or **SUIT** against a **MEMBER FOR WHICH THE MEMBER** is immune from liability under the provisions of any statute or where the **SUIT** based upon such claim has been barred or abated by operation of statute or rule of civil procedure or order of any court.
2. Any claim or **SUIT** based upon an act or omission of an employee of a political subdivision, exercising due care, in the execution of a statute, ordinance, or officially adopted resolution, rule, or regulation, whether or not such statute, ordinance, resolution, rule or regulation be valid;
3. Any claim or **SUIT** based upon the exercise or performance of or the failure to exercise or perform a discretionary function or duty on the part of the political subdivision or an employee of the political subdivision, whether or not the discretion be abused;
4. Any claim or **SUIT** arising in respect to the assessment or collection of any tax or fee, or the detention of any goods or merchandise by any law enforcement officer;
5. Any claim or **SUIT** caused by the imposition or establishment of a quarantine by the state or a political subdivision, whether such quarantine relates to persons or property;
6. Any claim or **SUIT** arising out of assault, battery, false arrest, false imprisonment, malicious prosecution, abuse or process, libel, slander, misrepresentation, deceit, or interference with contract rights; or
7. Any claim or **SUIT** by any employee of any political subdivision which is covered by the Nebraska Workers' Compensation Act.

Exclusions (2) through (7) do not apply to causes of action under federal laws of the United States. This endorsement does not apply to and shall not limit our right and duty to defend any claim or **SUIT** against an insured excluded under Paragraphs (1) through (7) above.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

Endorsement #2
Effective Date: September 1, 2023

COMMUNICABLE DISEASE EXCLUSION

It is understood and agreed that:

1) In respect of **Coverage Section I Property**:

The following is added to **Coverage Section I Property – Exclusions** and applies to all coverage provided under **Coverage Section I Property**, including but not limited to forms or endorsements that provide coverage for damage to **PROPERTY OF THE MEMBER** and subsections that provide coverage for **BUSINESS INTERRUPTION** and/or **EXTRA EXPENSE**:

- B. Any loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease. However, this exclusion does not apply to loss or damage caused by or resulting from wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Section.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under Coverage Section I – Property.

2) In respect of **Coverage Section II General Liability**:

The following is added to **Coverage Section II General Liability - Exclusions**:

- L. Any **CLAIM** for **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** based upon, arising out of, directly or indirectly or in part, or in any way involving, the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **CLAIM** against any **MEMBER** alleges negligence or other wrongdoing in the:

- i) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- ii) Testing for a communicable disease;
- iii) Failure to prevent the spread of the disease; or
- iv) Failure to report the disease to authorities.

3) In respect of **Coverage Section II AUTOMOBILE Liability**:

The following is added to **Coverage Section III AUTOMOBILE Liability - Exclusions**:

- F. Any **CLAIM** for **BODILY INJURY, PERSONAL INJURY** or **PROPERTY DAMAGE** based upon, arising out of, directly or indirectly or in part, or in any way involving, the actual or alleged transmission of a communicable disease.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the policy to which this Endorsement is attached.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This exclusion applies even if the **CLAIM** against any **MEMBER** alleges negligence or other wrongdoing in the:

- i) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- ii) Testing for a communicable disease;
- iii) Failure to prevent the spread of the disease; or
- iv) Failure to report the disease to authorities.

4) In respect of **Coverage Section IV Educators Legal Liability**:

The following is added to **Coverage Section IV Educators Legal Liability - Exclusions**:

M. Any **CLAIM** arising out of a **WRONGFUL ACT** or **EMPLOYMENT PRACTICES VIOLATION** that is based upon, arising out of, directly or indirectly or in part, or in any way involving, the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **CLAIM** against any **MEMBER** alleges negligence or other wrongdoing in the:

- i) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- ii) Testing for a communicable disease;
- iii) Failure to prevent the spread of the disease; or
- iv) Failure to report the disease to authorities.

5) In respect of **Coverage Section V Part B Employers' Liability**:

The following is added to **Coverage Section V Part B Employers' Liability - Exclusions**:

9. Any **CLAIM** or **BODILY INJURY** based upon, arising out of, directly or indirectly or in part, or in any way involving, the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claim against any **INSURED** alleges negligence or other wrongdoing in the:

- i) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- ii) Testing for a communicable disease;
- iii) Failure to prevent the spread of the disease; or
- iv) Failure to report the disease to authorities.

Except as amended in this Endorsement, this insurance is subject to all coverage terms, clauses and conditions in the policy to which this Endorsement is attached.

Resource Contact List

Coverage - Public Risk Management



Toll Free 877-649-4612

Sheri Shonka
402-884-3751 Ext #1
sheri.shonka@prmne.com

Nancy Meinders
402-884-3751 Ext #2
nancy.meinders@prmne.com

Daniel Shonka
402-957-4150 cell
daniel.shonka@prmne.com

Pat Ryan
402-884-3751 Ext #3
pat.ryan@prmne.com

Claims – Sedgwick Claims Services



Toll Free 800-486-2152

Workers' Compensation Claims
Jennifer Cheever –Lost Time Examiner
402-963-2804
Jennifer.Cheever@sedgwick.com

Celeste Perez – Medical Only Examiner
402-963-2818
Celeste.Perez@sedgwick.com

Liability, Auto, Property and E & O Claims
Sarah Hudson – Property/Casualty Adjuster
402-963-2861
Sarah.Loftus@sedgwick.com

Michelle Lynn Bock – SAM Claims and Supervisor
402-963-2813
Michelle.Bock@sedgwick.com

**INTERLOCAL AGREEMENT BETWEEN HEMINGFORD PUBLIC SCHOOLS
AND THE BOX BUTTE COUNTY AGRICULTURAL SOCIETY**

THIS AGREEMENT is made and entered into by and between School District No. 07-0010 of Box Butte County, Nebraska, commonly known as Hemingford Public Schools, a Nebraska political subdivision, (the "School District") and the Box Butte County Agricultural Society, a Nebraska nonprofit corporation, (the "Ag. Society").

WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 through 13-827 ("Act"), provides that two or more public entities may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, the School District and the Ag. Society desire to jointly operate a Livestock/Bus Barn on a portion of the Ag. Society's real estate; and

WHEREAS, the purpose of this joint action is to provide physical facilities and to permit maximum use thereof so that both the School District and the Ag. Society may enjoy the benefits of the facility at a lesser cost than if each acted independently;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated into and made a part of this Agreement.

2. **Term.** This Agreement shall remain in full force and effect until October, 2062, unless sooner terminated or modified by mutual agreement of the parties. The term of this Agreement may be extended for any further term or terms as the parties may from time to time mutually agree.

3. **No Separate Legal Entity.** This Agreement does not create any separate legal or joint entity.

4. **Construction and Lease.** The Ag. Society agrees to construct a livestock barn (the "Facility") on Ag. Society real estate and lease the Facility to the School District according to the terms of this Agreement. The Ag. Society shall be responsible for the preparation and review of architectural plans, bids and bidding, construction contracts, supervision of construction, scheduling of payments, final

approval of construction, and all costs of construction of the Facility. The Facility shall be a building with approximate measurements of 120 by 240 and shall substantially conform to the drawings which are attached hereto as "Exhibit A" and made part of this Agreement.

5. Financing. The Ag. Society shall pay all construction costs associated with this Agreement.

6. Staffing and Supervision. The Ag. Society shall be responsible for staffing and supervising the Facility.

7. Shared Use of Facility. Upon completion of the Facility, the Ag. Society shall have ownership and control of the Facility, but shall permit use of the Facility on the terms and conditions specified herein. The School District shall be responsible for repairing any damage to the Facility caused by the School District, its officers, students, employees, agents, or contractors. The School District shall hold the Ag. Society harmless for any damage, injury or liability arising from the use and occupancy of the Facility by the School District or its officers, students, employees, agents, or contractors.

8. Use of Facility by Other Persons or Organizations. The Ag. Society shall have the absolute right to allow other parties not subject to this Agreement to use the Facility but not to the exclusion of the School District and provided that the use by other parties does not interfere with the rights granted to the School District in this Agreement.

9. Maintenance and Repair of Facility. The Ag. Society shall be responsible for the maintenance and repair of the Facility and shall at all times maintain the Facility in good condition and repair.

10. Utilities. The Ag. Society shall furnish and pay all costs of any utilities for the Facility at its own expense; provided, however, the School District shall reimburse the Ag. Society for the utility costs incurred as the result of the School District's use and occupancy of the Facility.

11. Control and Supervision. During their respective use of the Facility, both parties shall exercise that degree of control and supervision as is necessary for the effective management and use of the Facility. Such control and supervision shall

include the enforcement of any rules and regulations adopted by the Ag. Society for the safety of persons engaged in use of the Facility.

12. Use of Facility. The Facility shall be used by the Ag. Society as a livestock barn and for such other animal or fair-related purposes as determined by the Ag. Society. The Facility shall be used by the School District for purposes of parking and storing School District buses and other School District vehicles. The School District may also use the Facility for any other purpose as agreed by the Ag. Society.

13. Leasehold. The Ag. Society hereby leases to the School District the Facility for the purposes set out in this Agreement for a term beginning on December 3/2012, and ending on December 3/2062.

14. Rent. The School District shall pay rent to the Ag. Society in the total amount of \$160,000.00. The rent payments shall be paid in annual installments of \$20,000.00 beginning on January 1, 2012^{2013 SA}, and ending with the final rental payment due JAN 1, 2010^{2014 SA}.

15. Damage or Destruction. The Ag. Society and the School District agree that in the event of the damage or destruction of the Facility, the Facility shall be restored to the same or reasonably similar condition as prior to said damage or destruction, but only to the extent possible using insurance proceeds provided pursuant to the provisions of Section 24 of this Agreement. The Ag. Society shall not be obligated to restore the Facility beyond that which can be paid for with insurance proceeds as provided herein and in the event said insurance proceeds are either unavailable or insufficient to repair or replace the Facility, this Agreement may be terminated at the election of the Ag. Society.

16. Default. A party shall be in default under this Agreement if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the party receives written notice of such breach or failure to perform from the other party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching party or fails to proceed diligently to cure such breach within a

reasonable time thereafter. Upon default by a party, the remaining parties may pursue any remedy provided by law.

17. Assignment. No party shall assign any rights in this Agreement without the express written consent of all other parties, which consent shall not be unreasonably withheld.

18. Notices. Notices required under this Agreement shall be sufficient if in writing and if personally delivered or sent by certified mail at the addresses listed below:

School District: Hemingford Public Schools
Attn: Superintendent
911 Niobrara Street, P.O. Box 217
Hemingford, NE 69348

Ag. Society: Box Butte County Ag. Society
Attn: Ag. Society Board President
1100 Niobrara Avenue, P.O. Box 608
Hemingford, NE 69348

19. Administration. The Ag. Society shall act as the Administrator of this Agreement and have general administration authority over the Facility. Its duties and responsibilities shall include the following:

A. Prior to completion of the Facility and prior to its occupancy and use, and annually thereafter, the Ag. Society shall adopt a budget for this Agreement including the cost of maintenance, repairs, insurance, if any, equipment, services other than staff, utilities, and all other costs of operations and use of the Facility. The Ag. Society shall be responsible for financing the costs of this Agreement except as otherwise specifically provided herein;

B. Subject to the terms and conditions of this Agreement, the Ag. Society may establish a schedule for use of the Facility by parties other than the School District. The Ag. Society may adopt such rules and regulations pertaining to the use of the premises by third parties as it deems necessary to preserve order and avoid damage to the Facility and subject to the condition that such rules and regulations shall not conflict with this Agreement; and

C. The Ag. Society and the School District by and through their respective governing bodies agree to meet regularly and not less frequently than every 3 years to review the administration of this Agreement.

D. Any other action explicitly or implicitly authorized by the Act that may be necessary to accomplish the purposes of this Agreement.

20. Manner of Acquiring, Holding, and Disposing of Real and Personal Property. Real and personal property acquired pursuant to this Agreement shall be acquired and held in the name of the Ag. Society unless agreed otherwise in writing by the parties. Property may be disposed of by and through the Administrator. All such property shall remain the property of the Ag. Society upon the termination of this Agreement.

21. Ownership. The Ag. Society's real estate, the Facility, and all improvements relating thereto, including any replacement thereof, shall at all times be and remain the sole and exclusive property of the Ag. Society subject to the terms of this Agreement and subject to the provisions of the Nebraska County Agricultural Society Act as amended. The School District shall have no right, title or interest therein or thereto except as provided in this Agreement.

22. School District's Personal Property. Any personal property of the School District which is brought into the Facility by virtue of the School District's use of the Facility shall remain the property of the School District.

23. Insurance.

A. The Ag. Society shall maintain, at its sole cost and expense, public liability insurance to protect against liability incident to the use of or resulting from any accident occurring in, on or about the Facility arising from the Ag. Society's use and ownership of the Facility. The minimum coverage under such insurance shall be \$1,000,000 for one accident and \$5,000,000 in the aggregate.

B. The School District shall maintain, at its sole cost and expense, public liability insurance to protect against liability incident to the use of or resulting from any accident occurring in, on or about the Facility arising from the School District's use of the Facility. The minimum coverage under such insurance shall be \$1,000,000 for one accident and \$5,000,000 in the aggregate. Such

obligation to maintain insurance shall continue only so long as the School District continues to use and occupy the Facility.

C. The Ag. Society shall maintain, at its sole cost and expense, fire and extended coverage insurance covering the Facility and the other improvements located in or on the Facility. Such insurance shall be in an amount not less than the full replacement value of the Facility and the contents thereof owned by the Ag. Society.

D. The Ag. Society agrees to cause the School District to be named as an additional insured on the policy described in paragraph A above.

E. Each party shall maintain personal property insurance covering any of its personal property at the Facility at its sole cost and expense.

24. Merger.

A. This Agreement shall continue in full force and effect notwithstanding the merger or reorganization of the School District; and in that event, the terms of this Agreement shall be binding on the successor school district. If, however, the successor school district closes the school buildings in the Village of Hemmingford, then this Agreement shall become null and void. A successor district shall be deemed to have closed the school buildings when the buildings are no longer used as the principal attendance center for elementary or secondary students residing within the current boundaries of the School District. Under no circumstances shall the closure of the school buildings in Hemmingford result in termination of the parties' obligations under Section 14 of this Agreement or create any obligation of reimbursement or rebate from the Ag. Society to the School District.

B. This Agreement shall continue in full force and effect notwithstanding the merger or reorganization of the Ag. Society and, in that event, the terms and conditions of this Agreement shall be binding on any successor to the Ag. Society. Under no circumstances shall the termination of the Ag. Society result in termination of the parties' obligations under Sections 13 and 14 of this Agreement, or create any obligation of stoppage of use by the School District. In the event of the closure of the Ag. Society buildings in the

Village of Hemingford as the result of the Ag. Society merger or reorganization, the School District shall have the first right to acquire the Facility and the ground it sits upon, with consideration being given for the \$160,000 payment made according to Section 14, or any part thereof already paid by the School District, with a valuation of the Facility to be determined at the time of the Ag. Society's dissolution.

25. Amendment. Any amendments to this Agreement shall be valid only upon the mutual agreement of the School District and the Ag. Society and when reduced to writing.

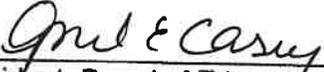
26. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

27. Severability. If any provision of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining provisions of this Agreement.

28. Binding Agreement. This Agreement shall be binding upon the parties and their successors.

Dated this 8th day of October, 2012.

HEMINGFORD PUBLIC SCHOOLS

By: 
President, Board of Education

BOX BUTTE COUNTY
AGRICULTURAL SOCIETY

By: 
President



To: Travis Miller, Hemingford PS

From: Sheri Shonka, Public Risk Management, Inc.

Date: October 12, 2023

RE: Liability Coverage

Please see the General Liability Coverage description and the definition of "ULTIMATE NET LOSS" which Hemingford Public Schools is a Named Member subject to the terms and conditions of the policy.

SECTION II - GENERAL LIABILITY

PART I - INSURING AGREEMENTS

- A. **GENERAL LIABILITY:** ALICAP agrees, subject to the coverage agreement limitations, terms and conditions, to pay on behalf of the **MEMBER** all sums which the **MEMBER** is legally obligated to pay by reason of the liability imposed upon the **MEMBER** by law or assumed by the **MEMBER** under contract or agreement, for damage direct or consequential, and expenses, all as more fully defined by the term **ULTIMATE NET LOSS**, on account of **PERSONAL INJURY** or **BODILY INJURY**, suffered or alleged to have been suffered by any person(s) or organization(s), and/or **PROPERTY DAMAGE** or the loss of use thereof, arising out of any **OCCURRENCE** from any cause including **HOST LIQUOR LIABILITY** and/or **LIQUOR LIABILITY**, **SEXUAL ABUSE**, **SEXUAL HARASSMENT** and **INCIDENTAL MEDICAL MALPRACTICE** (except **INCIDENTAL MEDICAL MALPRACTICE**, **SEXUAL ABUSE**, **SEXUAL HARASSMENT** arising out of **CAMPUS SECURITIES ACTIVITIES**) occurring during the **PERIOD OF INSURANCE**.

GENERAL AGREEMENT DEFINITIONS

ULTIMATE NET LOSS means the total sum which **ALICAP** is obligated to pay on behalf of the **MEMBER** because of loss or damage covered under any Section of this Agreement, either through adjudication or compromise.

ULTIMATE NET LOSS does not include: any expenses incurred by the **MEMBER** in the administration of any claim for loss or damage; payments, including salaries and expenses, to any employee or official of a **MEMBER** for services rendered in administering any claim; payment for any judgments or acts deemed uninsurable by law; or any sum which the **MEMBER** is obligated to pay because of loss or damage not covered under any Section of this Agreement.

STUDENT BOARD REPRESENTATIVE - MONTHLY REPORT TEMPLATE



Student Board Representative
Board of Education Report
Date: October 16, 2023

Submitted by: Aiden Benda

1. Student Activities
 - a. Students have been supportive of each other at activities
 - b. Students are excited for fall break and the upcoming activities

2. Other Pertinent Student Information/Feedback from Students
 - a. Students are starting to take more pride in being from Hemingford
 - i. More participation, more engagement, better results

3. Progress on Student Board Member Initiative
 - a. Start an FBLA Chapter at Hemingford High School
 - i. Discussions with other students from other schools
 1. Good things for careers
 2. Scholarships/Connections
 - ii. Finding a sponsor will be a challenge

 - b.

 - c.

Hemingford Public Schools

Administrative Reports to Board of Education

October 16, 2023

Mr. Arneson
HES Enrollment

PreSchool	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	Total
25(+1)	24(-1)	21	24(-1)	37	27	30	38	227

Strategic Plan

- I attended the NeMTSS conference in Kearney on Thursday and Friday of last week.
- I attended the NAESP Executive board meeting on Wednesday of last week.
- On October 10, the HVFD came and educated the PK-2nd Grade students about fire Safety and prevention.
- Our first round of assessments has been completed for the year.
- We've had several classes enjoy some field trips. 4th Grade just traveled to Alliance for a 4-H program about animals. The 4th grade students are preparing for their trips to Banner county for the 1880 school.

Mrs. Curtis
HHS Enrollment

7th Grade	8th Grade	9th Grade	10th Grade	11th Grade	12th Grade	Total
24 (+1)	29	29	33	23	23	161

Thank You

- To our Fall coaches and sponsors for providing our students with great learning opportunities.
- Mr. Bila and Mr. McClintock for working with Mr. Redden and our eSports team.
- Savanna Hickman and Mr. Karney for making student section signs for our stadium and gym.

Strategic Plan Update

- Members of the School Improvement Team/MTSS Team, Misty Curtis, Eric Arneson, Sam Gilkerson, Bridget Raben, and Pete Gomez attended the NeMTSS conference.
- 26 Students will be attending the CSC Scholastic Contest taking over 35 tests in various areas.

- Over 25 students will be attending County Government Day with Mr. Branson.
- Students in grades 8, 10, and 12 recently completed the Nebraska Risk and Protective Factor Student Survey (NRPFSS) put out by the University of Nebraska–Lincoln Bureau of Sociological Research
- Students in grades 7-12 recently completed the Western Nebraska Teen Opportunities Survey put out by ESU#13. We are still awaiting survey results summaries.
- Our 7th and 8th graders have taken the Fall NSCAS Growth State Assessment. 7th graders took assessments in Math and ELA. 8th graders took assessments in Math, ELA, and Science. Students will take the NSCAS test three times throughout the year. Each time the students take the test their goal is to demonstrate proficiency by scoring at or above the On Track category.
- Freshmen, Sophomores, and Juniors will be taking the MAP Growth test in the Fall and Winter and the Pre-Act or Act in the Spring. Teachers will be sharing assessment results during Parent Teacher Conferences.
- There has been positive student feedback regarding the BASE Education modules we are using for Accountability Projects. I have found that the program also provides us with positive communication insight and talking points when following up with students.

Policy/Procedures

- The administration team has created Collaborative Norms.
- I attended the Nebraska State School Board meeting in Gering. It was great to see the board hold their meeting on this end of the state. I presented the members with a note of appreciation and a small gift, they asked me to speak during the meeting so I got to highlight Hemingford Public Schools and our community.
- Mrs. Gilkerson and Adam Gilkerson, school Safety team members, will be attending the Safety Summit in Lincoln.
- Our admin team has decided to follow the NDE Nebraska School Suicide Risk [Flowchart](#) when students' concerns arise.
- The Hemingford Public Schools Grading Practices Guidelines have been once again highlighted as we closed out the 1st Quarter.

Culture/Community

- Our Veteran’s Day Assembly will be held on Friday, November 10th at 10:00 a.m. The community is invited to attend.
- We will be hosting PAC One Act on November 16th and District One Act on November 27th. There are over 40 students on the One Act Team this year.

**HEMINGFORD
PUBLIC SCHOOLS**

COLLABORATIVE NORMS

B	Believe into Possibility
O	Be Open to the Process
B	Behave to Promote Progress
C	Be Competent and Accountable
A	Be Amazing and Present
T	Be Thoughtful. Pull Others Up
S	Support Perspectives





Dear State School Board Members,

We are immensely grateful for your dedicated service to education. Your commitment and hard work inspire us all. Thank you for your tireless efforts in shaping a brighter future for our students and communities.

Warm regards,
Hemingford Public Schools
Staff and Students

Mrs. Plog

Special Education Numbers - From SRS (Student Records System) Current as of 10/12/23

Birth-3
2

Preschool	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	(B-6th) Total
4	2	9	8	7 (+1)	2	4	7	45

7th Grade	8th Grade	9th Grade	10th Grade	11th Grade	12th Grade	12+ (To age 21)	(7-12+) Total
3	6	7	4	6 (-1)	4	1	31

Total Enrollment in PowerSchool - 389

Total Special Education Students - 76

Special Education Percentage - 19.5%

State Average- 16% (NDE State Education Profile as of 2021-2022, most recent data year available)

- Thank you for allowing me to miss the school board meeting tonight to attend the Nebraska Department of Education-Results Driven Accountability (RDA) Stakeholders meeting. I was invited to this meeting to give information from a rural, western Nebraska school district perspective. NDE holds the RDA Stakeholder meeting annually to provide updates regarding the federally required State Systemic Improvement Plan for students with disabilities and advise on data targets for the 2022-2025 Annual Performance Reports.
- Here is more info from NDE: Hello Part B RDA Stakeholders, You are invited to the IDEA Part B RDA Stakeholder's Meeting! **Please note that this meeting is by invitation only and space is limited.** The Nebraska IDEA Part B, Results Driven Accountability (RDA) Annual Stakeholder Meeting will be held on Tuesday, October 17, 2023, from 9:00 a.m. – 4:00 p.m. CST at the Embassy Suites in downtown Lincoln.
- Kristy Hanks and I will be working on SpedFRS (Special Education Financial Reporting System) next week. It is due on October 31, 2023. SPEDFRS is the report we must fill out to receive payments from NDE for School Age Special Education and Transportation costs. We access this data collection through the NDE Portal. Since we have switched

over fully to the SUI accounting/bookkeeping system, and since Kristy is such a detail-oriented person, this process goes much better than it did in the past.

Hemingford Public Schools
NASB ALICAP Summary Report
September 12, 2023

Dr. Travis Miller, Superintendent: tmiller@gubn.org

Loss Control Consultant: Jamie Isom, jisom@nasbonline.org (402)376-5781

Observation of buildings and grounds:

The campus of Hemingford Public Schools includes the school building, the shop classroom, greenhouse, superintendent housing, and additional storage buildings on the school site. The district has a building across the street that serves as additional classroom space and meeting space for the district. The building across the street has electronic entry which is being added for more areas throughout the campus. Electronic entries have been added to several other outside entry points, such as the gym.

The county fairgrounds are adjacent to the school buildings and the district partners with the county fair through a long-term lease. This allows for use of a large metal building for bus/vehicle as garage space and the parking area on a regular basis. The football field is located on the fairgrounds, but the school maintains it. A concession stand was built in recent years and updates were made to the crowd's nest structure to include storage. Be sure that fire extinguishers are available in these spaces along with other health and life safety kinds of equipment (i.e., AED) when in use. Consider replacement of several of the boards used for flooring and seating on both the visitor and home side as there is twisting and bowing of several. There is also ample room for small children to fall through to the ground below so consider updating so that items are kept from falling through. Neither of the bleachers are handicapped accessible so consider updating both so that accessibility is available for students, staff, and community members.

The bus loading zone in front of the school was clearly marked.

The school building has controlled entry and surveillance cameras are present and operational inside and outside of the buildings. Almost all outside areas are covered by cameras.

The kitchen area was clean and organized. Supplies and food service items were placed on shelves and stored to allow staff members easy access. Fire extinguishers and fire suppression systems had been inspected recently and local monthly inspections were up to date.

The science room has locked chemical storage with appropriate signage. An eye wash station, fire blanket, and gas shut off are available. The chemical storage room has been cleared of many inappropriate chemicals in the last few years, so good work to get that done. A note here that some items were stored on the floor, and something had leaked as was puddling on the floor so please check into that as soon as possible.

The art room is very full of equipment, supplies, projects, etc. It is also very full of students, which is a good issue to have. Work to clear any unused or unnecessary items to allow for clear passage throughout the room. A minimum of three-foot wide unobstructed aisle should be available to at least the exits in the room, as well as within any storage space in the room. Also, be sure to remove any electrical cords or other items that may present a trip or fall hazard. Be cautious about the use of multiple extension cords as this may also lead to electrical or fire hazards.

The music room was orderly and practice/storage areas were organized.

Other classrooms throughout the high school portion of the building were in order with minimal storage issues. Again, a reminder to minimize the use of extension cords as much as possible to help eliminate additional risk for slip, trip, and fall, but also helps to minimize risk related to electrical malfunction. And finally, a reminder to minimize or eliminate the number of decorative items attached to or hanging from the ceiling (Distance learning room at HS).

The gym area has fixed basketball hoops and bleachers are inspected on a regular basis. The wrestling and weight rooms are located through the locker rooms.

The high school boiler room was relatively free of any unnecessary items and a current inspection certificate should be arriving soon as the inspector was there recently.

There are modulars outside of the school building used as additional upper elementary classrooms. All have their own fire extinguisher and are connected to the overall fire system. These buildings are kept locked and are also covered by the district's surveillance system. A ramp has been added to provide accessibility to the buildings. Good job.

The concrete area that leads to the playground is cracking and heaving and presents a trip and fall hazard. Consider adding this to the district's short list for concrete repair and replacement.

The elementary building is a two-story original section of the building that is clean and well taken care of, especially considering it was built in the late 1920's. The boiler was recently inspected, and a new certificate should arrive soon. Near the boiler is another room (the old coal room) that is being used for storage. Always be sure to try to keep the amount of student artwork displayed on walls and ceiling is kept to within 20% of the area to help reduce the fuel load related to potential fire.

The playground has a fenced area for preschool, and another for elementary age students. A weekly documented playground inspection is recommended. ALICAP has a sample form that could be used for this, or the district may use a form of its choosing. Completed inspection forms should be kept on file. The fill on the playground looks to be adequate but be sure to maintain it at a level that is consistent with the playground equipment manufacturer's recommendations.

The Industrial Arts/Shop was not visited on this trip but be sure to keep an area of at least three feet clear in front of all electrical panels and that work areas are kept clean and clear of unneeded materials.

A greenhouse is available for student/class use. It is a separate building located near the shop building.

Emergency and exit lights appeared to be working throughout. Be sure to check all exit lights at least monthly and document the monthly inspection.

Although no bus inspections were completed during this visit be sure that all transportation vehicles have a fire blanket, first aid kit, body fluid cleanup kit, attached fire extinguisher (inspected monthly), safety markers, and a belt cutter. The ALICAP Transportation Manual is recommended to be kept in each vehicle as well.

Custodial rooms throughout the building were organized and with storage of appropriate materials on shelving that allowed items to be easily accessed.

In both buildings, classrooms and hallways are clean and have few obstructions. Exit routes and location of tornado shelter and fire exits were posted. Standard response protocols have been adopted by the district

and information was posted throughout the building. Additional signage that clearly marks the identified tornado shelters should be added.

NOTES FROM ADMINISTRATIVE INTERVIEW

The ALICAP dashboard was reviewed and is being used. The district was made aware of the new Worker's Comp Claims Nurses Hotline as well as potential high-risk activities. Hemingford has the following Work Comp Experience Modifier rates: 2022-2023 is .99, 2023- 2024 is .91.

The buildings and grounds were in good order, providing a very welcoming environment.

Hemingford staff members have recently been assigned Safe School courses so great to see that being used in the district. It is an efficient way to have credible and documented training that staff members can do at their own pace, or in a large group. Training related to slips, trips, and falls is also available. Appropriate online training available could assist the district in meeting the NDE 2-hour training requirement for those staff members transporting students in school vehicles. Training modules are added and updated regularly. Safe Schools online training is available to member schools at no cost.

Hemingford is supported by their in-house staff and ESU for cyber security and ransomware related systems. Currently, the district status is unqualified; however, it was reported that the district does have additional procedures and processes in place that could lead to a change in the status. Be sure to communicate with insurers about these changes so that status may be reviewed.

Risk alerts are forwarded to staff members.

The Safety Committee and Labor Committee meet the required four times annually. Notes from the meetings are recorded and kept on file. The Rule 10 Annual Safety visit was done last spring, completed by Allan Gross. Drills include fire, tornado, AED usage, evacuation, lock down and lock out and the district works cooperatively with local emergency responders.

The district has taken the initiative to add other safety protocols including the addition of phones in all classrooms with plans to connect to an updated intercom system, providing "Safety Buckets and Bats" in each classroom that include items that may be needed in a lock down situation such as active shooter or health emergencies. YakTraks were purchased for all staff members that wanted to have them, which was about forty people, so a great incentive to help avoid slips, trips, and falls.

The district is part of the Safe 2 Tell network and has benefited from that membership with some recent events.

The district makes safety a priority. Good work!

DISCLAIMER

Because it is solely your responsibility to make safety and health inspections and take whatever actions may be necessary to prevent losses, enforce safety procedures, detect and eliminate hazardous conditions and comply with any federal, state or local law, annual NDE Rule 10 review or any other rule or regulation concerning safety or health, we must advise you that by conduction of surveys and issuing recommendations or reports, ALICAP does not undertake to render services or assume a duty to you or for your benefit or to any third person or for that person's benefit. ALICAP's surveys, recommendations and reports are made solely for the purpose of aiding us in reducing our losses and are not intended to detect or point out all the hazardous conditions on your property or in your operations. There may be hazardous conditions on your property or in your operations which have not been either detected or pointed out to you. You must not rely solely on ALICAP's surveys, recommendations or reports to discover any hazardous conditions as it is your responsibility to do so.



September 22, 2023

Travis Miller, Superintendent
Hemingford Public Schools
911 Niobrara Ave
Hemingford, NE 69348

Dear Dr Miller:

The Nebraska Department of Education (NDE) would like to express its appreciation for the cooperation received during the comprehensive fiscal monitoring desktop review conducted over the past several weeks.

Fiscal monitoring is conducted pursuant to the Departments' regulatory authority under 2 CFR §200.332. A review covers the following core activities, but not limited to the following: Time and Effort reporting, payment/cash management, internal controls, policies, procedures, audit resolution, and records management.

The period of review for this monitoring event included grant activities occurring during the 2021-22 grant year.

With the acceptance of federal subrecipient awards comes accountability in various financial arenas: internal controls, equipment, indirect costs, salary and benefits, conflict of interest, procurement, record retention, financial management, and suspension and debarment. Attached you will find an outline of what is required under each of these areas, as well as examples of required supporting documentation.

District records supporting expenditures related to the Federal subrecipient grants awarded were made available and monitored.

NDE followed up on prior exit findings and noted that all were corrected.

The compliance review of the 2021-22 school year revealed:

- Federal Programs
 - Noted Title I claimed Salary and Benefits. Time and effort appeared reasonable. Documentation provided supported the expenditures.
- IDEA/SPED
 - Noted 6406, 6408 claimed Salary and Benefits, 6421 claimed Services Time and effort provided appeared reasonable. Documentation provided supported those expenditures.
- ESSER
 - ESSER II and III claimed expenditures to Supplies and Capital Assets. Per review of documentation items appear to meet the qualification of allowable uses related to COVID-19 response. Funding was utilized for ESEA Authorized activities, coordination of response efforts, technology, and renewal and acceleration.

Internal Controls

The entity's Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

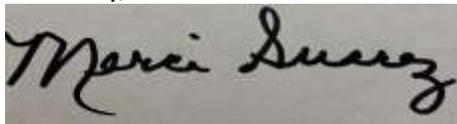
- The district had policies and procedures as required per 2 CFR 200. 2 CFR 200 is updated on a regular basis, and it is, therefore, recommended the district review and update their policies as required.

As a result of these issues, NDE will follow up next time your district comes up for review. Federal award subrecipients are subject to fiscal monitoring efforts based on risk assessment at any given point of time in a three (3) year cycle at a minimum.

The compliance review issues disclosed are the result of only items reviewed during the review. Compliance with all Federal laws and regulations applicable to the school district is the responsibility of the school district's management. The compliance review issues only reflect the results of the compliance review sample and should not be misconstrued as an endorsement of areas not reviewed.

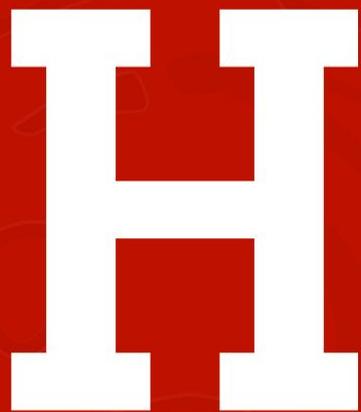
If you have any comments or concerns about the results of this compliance review, please notify us by October 6, 2023.

Sincerely,

A handwritten signature in black ink that reads "Merci Suarez". The signature is written in a cursive style and is positioned above a grey rectangular background.

Merci Suarez
Grants Management Specialist
(402) 937-3241
Email: merci.suarez@nebraska.gov

cc: Jen Utemark, Tom Goeschel, Steve Bauers, Sara Leber, Lisa Laws, Amy Rhone, Jamie Chambers, Beth Wooster, Greg Prochazka, Melody Hobson, Katie Graham, Jan Handa

A large, bold, white serif letter 'H' is centered on a solid red background. The 'H' has a classic, slightly stylized appearance with thick strokes and a small gap between the two vertical bars.

H





SHARED COMMITMENT

BOARD AND SUPERINTENDENT COMMUNICATION
AND ENGAGEMENT PRACTICES

MR. JUSTIN ANSLEY, BOARD PRESIDENT
DR. TRAVIS MILLER, SUPERINTENDENT



ABOUT US....



ABOUT YOU....

BOARD MEMBERS

BUSINESS OFFICIALS

SUPERINTENDENTS

OTHER



NOTICE: WE ARE A WORK IN PROGRESS!

**IF YOU HAVE QUESTIONS, IDEAS, OR
CONTRIBUTIONS, PLEASE SHARE/INTERACT.**



SOME HISTORY ...

- BOND ISSUE
- PANDEMIC
- STAFFING CHALLENGE
- COMMUNICATION



CLARITY OF EXPECTATIONS

Rebuild Communication Pathways (Staff, Community Members, Families)

Strategic Plan

Relationships, Student Engagement, Student Success

Conflict Resolution (Process and Plan as Needed)

Students First

Board Roles and Transparency



STRATEGIC PLAN GUIDING PRINCIPLE

**COMMUNICATION & ENGAGEMENT
STAKEHOLDER PARTNERSHIPS**



“We must continue to grow and sustain our methods of **communication, engagement, and transparency** to build trust and engage the community at large.”

- **Hemingford Public Schools Strategic Plan**

13 Behaviors of High-Trust

Talk Straight

Demonstrate
Respect

Create
Transparency

Right Wrong

Show Loyalty

Deliver Results

Get Better

Confront Reality

Clarify
Expectations

Practice
Accountability

Listen First

Keep
Commitments

Extend Trust

COMMUNICATIONS PLATFORMS

PowerSchool

Remind

Class Intercom (Social Media ... FaceBook, Twitter/X, Instagram)

School App and Website

Email

Brand Guide

Newspaper

ENGAGEMENT

Community Engagement Meetings

Policy Development/Community Engagement Opportunities

Promotion of Student Success (Class Intercom/Social Media)

Surveys (Vision, Values, Brand Analysis/Development)

Class Intercom (Strategy to Make our Team Bigger)

TRANSPARENCY

Policy Development

Budget Planning

Teacher Input/Committees (Grading Guidelines, Evaluation)

Student Board Representative

KNOW YOUR BOARD

Communications Preferences of Individual Board Members

StrengthsFinder Work (Board and Admin Team)

KEEPING THE BOARD INFORMED

Board Notes from Superintendent

Inside Bobcat Nation: Messages to Faculty/Staff/Board
(MailChimp)

Staff/Board Remind Group

Bobcat Bits

Administrative Reports at Board Meetings

TUESDAY MORNING MEETINGS

Build Relationship

Get to Know Each Other

Share Ideas, Challenges, Concerns, and Opportunities

Build the Agenda

KEEPING THE SUPERINTENDENT INFORMED

Text/Call/Email Sharing Concerns/Issues Early

“Heads-up” ... things to have on our radar.

Rapid Response (e.g., Committee Meeting - CRT Accusations)

SYSTEMS TO SUPPORT EFFECTIVENESS

Development of Protocols for Consistent Response to Situations

Development of Tools/Templates to Help our People

“One stop shop” - [Hub](#) and Faculty Bulletin

Build on Successes and Learn from Challenges

TEMPLATES/TOOLS FOR STAFF

Brand Guide

Document Templates

Slides/PowerPoint

Email Signatures

Canva Templates

EXAMPLES/RESOURCES

[Bobcat Bits](#)

[How to Communicate with Our Team](#)

[Inside Bobcat Nation](#)

[Protocol for Schedule Changes](#)

[Emergency Communications and Inclement Weather](#)

[Faculty Bulletin \(High School\)](#)



CONTINUOUS EFFORTS ... NEXT STEPS

- Elementary Conversation about Communication
- Enhance Policy Accessibility
- Continuously Refine/Improve Messaging



IN SPITE OF OUR BEST EFFORTS ... WE REMAIN A
WORK IN PROGRESS

- Parents Arriving After Events
- Drug Testing Policy



QUESTIONS?

SUGGESTIONS?

IDEAS?



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justin.ansley@gubn.org

GUBN

Get Up Bobcat Nation

Hemingford Public Schools
October 16, 2023

Report Required by Nebraska Revised Statute 79-506
Regarding Board Member Purchase of Health Insurance

Participation

One member of the Board of Education currently participates in the District's health insurance program. Trish Schumacher is a participant.

Cost

Trish Schumacher pays the full cost of the insurance in accordance with State Statute 79-506. There is no cost to the district associated with Trish Schumacher participating in this program.

Superintendent's Report

October 16, 2023

Mission/Vision/Goals

- The MTSS team continues to make progress toward a comprehensive system of educational supports. I am optimistic our staff will share individual student progress reports from the mClass system with parents during conferences.
- It is probably time to start thinking about a community engagement session. Something I've been thinking about is whether we might want to try a specific focus this year (such as facilities tours/conversations) or do something similar to the past two years.

Policy

- I appreciate the collaborative approach of our team in working on policies that impact our students, staff, and families.
- I am continuing to work on getting policies consolidated into a single, searchable document. In addition to more policies being added to the document, there is a new introduction section that is intended to help people understand how to navigate the document/find policies. I have attached the current version. I plan to have the full document ready for board action by the end of 2023.

Budget Planning and Management

- We are quickly approaching negotiation season. We are awaiting pricing on insurance. As you can imagine, that is a major component of our budgeted expenditures (nearly \$1 million).
- The auditors were here last week. We are tentatively planning to receive an audit presentation at the November board meeting.
- I appreciate Mrs. Plog and Mrs. Hanks working with the Nebraska Department of Education staff to try to maximize some pandemic-related special education funding.
- We hosted a Federal Funds desk review by the NDE Federal Funds monitoring team on September 20th. This review monitored grant activities during the 2021-2022 grant year. The visit went well. A copy of our exit letter is attached.

Educational Leadership

- Parent conferences will be held on Wednesday. I hope we will have a good turnout. This time of year can be hard for some families to attend with the ongoing harvest and beet campaign.
- We will be engaging our staff during Friday in-service on October 27th regarding the teacher evaluation process and our instructional framework. We are putting together a committee of teachers to provide expertise and experience to the process of review/revision.
- We are moving forward with planning for a consistent process for curriculum alignment. We have Dr. Julie Downing, Amy Traudernicht, and Kristin Kasten from ESU#13 scheduled to be here during Friday in-service on December 1st.

Organizational and Cultural Leadership

- I would like to commend the culture and climate committee for their work recognizing members of our staff as part of our school improvement efforts. Recently, the committee worked hard to recognize our custodial team. Their work highlighting our staff is appreciated.
- Our leadership team is working to create some shared instructional language to try to promote more consistency of understanding/expectations.
- October is National Principals Month. I appreciate all that our principals do to support their students and staff.

Professional Leadership

- The work group that was providing recommendations to Governor Pillen met with him twice. It will be interesting to see whether/how those recommendations might be shared with the Legislature.

Community Relations

- I have enjoyed seeing a strong crowd supporting our students in their various activities. We are fortunate to have many dedicated community members who support our students in their diverse endeavors.
- I appreciate the American Legion working with our school to provide students an opportunity to attend County Government Day today.
- If we get approved for a JAG program, I am optimistic that could be a benefit for our students and also for local businesses seeking to employ our graduates.

Board-Superintendent Relations

- I appreciate Trish and Justin making the time to attend the Labor Relations Conference in Lincoln.
- Thank you to Justin for presenting our shared work at the Labor Relations Conference. A copy of our presentation slides is attached.
- I appreciate Trish making time to meet with various architects who are interested in submitting an RFP for our facilities audit/assessment work.
- The State Education Conference will be held November 15th - 17th in Omaha. We have Justin, Trish, and Blanche registered. I am planning to attend, too.
- Please be on the lookout for an email for the superintendent evaluation process. I will put the superintendent evaluation on the November meeting agenda.

Strategic Plan (Highlights)

- Reporting order on these Principles is based on the Prioritization Summary:
 - **Guiding Principle III: Student and Staff Well-Being**
 - Here is a link to the posting for Behavioral Health Points of Contact (new state statute):
https://www.hemingfordschools.org/vnews/display.v/ART/64ff51a786a05?i_n_archive=1

- Staff recently completed annually required suicide prevention training. The training we received this year discussed “referring to your local policy.” We are in the process of drafting a policy or administrative regulation/procedure. The attached example flowchart from NDE has been helpful to our guidance staff in serving students.
<https://www.education.ne.gov/wp-content/uploads/2022/04/Suicide-Risk-Flowchart-Example.pdf>
 - I think we should seriously consider the addition of another counselor. This was brought up during our community engagement session last year and seems to be an opportunity to make continued progress on this component of our strategic plan.
 - **Guiding Principle I: Student-Centered Learning**
 - I appreciated the ongoing efforts of our staff to ensure quality placement opportunities for students so they can engage in challenging learning opportunities. An ongoing area of opportunity is to work on procedures/practices that reduce real and perceptual barriers to students seeking challenging academic engagement.
 - **Guiding Principle IV: Communication and Engagement**
 - I appreciate the efforts being made to have grade-level Remind groups at the secondary level. I anticipate continued benefit for families and the school with more information provided directly to parents about various opportunities at each grade level.
 - I appreciate the partnership with the Box Butte County Sheriff’s Office. They have been diligent and professional in partnering with our school to promote a safe and secure environment for our students.
 - **Guiding Principal II: Personnel Effectiveness**
 - We are working with Dr. Julie Downing on a couple of significant initiatives. First, we are working on a process for a collaborative review of our teacher evaluation process. We have extended an invitation to teachers to be a part of a leadership committee in that effort. Second, we are working on a process by which to document and provide better alignment between the state standards, instruction, and assessment. This will likely be a multi-year process in order for us to get all content area work completed.
 - **Guiding Principal V: District Resources**
 - We have hosted three walkthroughs of the facility with architects interested in submitting proposals to complete a facilities audit/assessment. We have another one scheduled for October 26th.

Planned Professional Travel

- October 17 - Western Nebraska School Mental Health Conference (Chadron)
- October 24-25 - University of Nebraska President’s Advisory Council Meeting (Omaha)
- November 15-17 - State Education Conference in Omaha
- January 5-6 - IAEL Conference in San Antonio, TX
- January 29-30 - Lead Accreditation Visit at Sidney Public Schools
- I plan to attend student activities as my schedule allows.

Board Reminders (from the Contract with the Superintendent)

- **Evaluation.** The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the regular November meeting. The Superintendent shall: remind the Board members in writing of this provision no later than its regular October meeting; make the Superintendent evaluation an agenda item for the regular November Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.
- **Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before the seventh day after the regular December 2022 board meeting (and each December thereafter) of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of one year from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than its regular November meeting of each year of this contract and shall make the renewal of the Superintendent's employment contract an agenda item for the regular December board meeting during each year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Leave Log

- I have used two days of PTO leave (August 11 and 18). I have 28 PTO Days Remaining in the contract year ending June 30th. I am planning to take a couple of days of PTO at the end of October.

Hemingford Public Schools Board of Education

Policy Manual



Empowering individuals to become Resourceful,
Respectful, and Responsible Lifelong Learners.

Introduction

This policy manual contains the policies of the Board of Education of the Hemingford Public Schools. Policy development is a dynamic, ongoing process. New problems, issues, and needs give rise to the continuing need to develop new policies or to revise existing ones.

How To Use This Policy Manual

The school district operates according to policies established by its school board. The board develops policies after careful deliberation, and the school administration implements them through specific regulations and procedures. The board reviews and evaluates its policies and makes revisions as necessary.

The manual is organized according to a numeric codification system. There are ten major classifications bearing a numeric Section Code.

- 100 DISTRICT ORGANIZATION AND BASIC COMMITMENTS
- 200 SCHOOL BOARD
- 300 ADMINISTRATION
- 400 PERSONNEL
- 500 STUDENTS
- 600 INSTRUCTION
- 700 BUSINESS OPERATION
- 800 SUPPORT SERVICES
- 900 BUILDINGS AND SITES
- 1000 COMMUNITY AND EDUCATION AGENCY RELATIONS

Subclassifications under each numeric Section are based on a logical sequence and coded by the subclassification numeric code.

How To Find A Policy

There are two ways to find a policy. The first is to review the ten sections and determine which section the policy may be in. You can review the table of contents to determine whether the policy is included. If the policy is included, you can navigate to the policy by finding the correct code number in the upper right hand corner of the policy or by clicking the linked policy name in the table of contents.

The second way to use the search command on your computer to search for a specific term. For example, by searching the file for “graduation” you can find and navigate to any policies that include the term “graduation” to review any policies that include information related to graduation.

How To Read The Signs And Symbols

A variety of signs and symbols are used in concert with the numeric codification system. These are explained below:

No symbol indicates this is an actual policy adopted directly by the board for the governance of the district. Policies appear on blue paper.

R This symbol following a policy code number indicates the statement is an administrative regulation rather than a board policy.

E This symbol following a policy code number indicates the statement is an exhibit rather than a board policy. These statements appear on white paper.

Legal This sign indicates the legal references. They tell the user where to find the statutes, case law, attorney general opinions, or administrative rules that give authority to a policy.

Cross Many policies in the manual relate to other policies in the Reference manual. Cross references are provided to assist the user in finding all of the related policies.

Inquires about the policies included in this manual may be directed to the board members or the superintendent by telephone at (308)487-3328, by electronic communication, by contacting the school business office to arrange an in-person meeting, or by writing the school district at Hemingford Public Schools, 913 Niobrara Avenue, Hemingford, NE 69348.

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Section 100 - District Organization and Basic Commitments

100.1 - TERMINOLOGY USED IN THIS MANUAL

Throughout this manual, when actions, duties or responsibilities are ascribed to the “superintendent” or the “principal,” it shall be understood that those actions, duties or responsibilities are ascribed to the “superintendent or his/her designee” or to the “principal or his/her designee.”

Throughout this manual, when actions, rights or responsibilities are ascribed to the “parent” of a student, it shall be understood that those actions, rights or responsibilities are ascribed to the “parent(s)/guardian(s)” of a student.

Approved:

Reviewed:

Revised:

101.00 - LEGAL STATUS OF THE SCHOOL DISTRICT

Nebraska law authorizes the creation of public schools known as Common Schools System. As part of this Common Schools System, this school district is a school corporation created and organized under Nebraska law. This school district shall be known as District #10, of Box Butte County, in the State of Nebraska. It will be known commonly as the Hemingford Public School. The district shall operate as a Class III school as defined by the laws of the state.

The affairs of the district shall be conducted by elected officials, six in number, and be known as the Hemingford Public School District Board of Education. This school corporation has local control over school matters in the territory of the school district, as outlined by the applicable state statutes.

Legal Reference: Neb. Constitution, Art. VII, Sect. 1, 2
 Neb. Statute 79-405
 79-501 et seq.
 Languis v. Deboer, 181 Neb 36 (1966)

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed:
Revised:

102.00 - EDUCATIONAL PHILOSOPHY OF THE SCHOOL DISTRICT

As a school corporation of Nebraska, the Hemingford School District, acting through its School Board, is dedicated to promoting an equal opportunity for a quality public education to its students within the limitations of the school district's ability and willingness to furnish financial support to provide for students in cooperation with their parents and the school district community, the opportunity to develop a healthy social, intellectual, emotional, and physical self-concept in a learning environment that provides guidance to and encourages critical thinking in the students for a lifetime.

The board endeavors through the dedication of the school district's resources, to encourage students, who come to the school district from a variety of backgrounds, to look forward to the time when they will have jobs, homes, families, places in the school district community, and attain recognition as individuals. In order to achieve this goal, the board will seek qualified employees dedicated to development of their professional skills for the betterment of the education program and for the expertise for educational productivity.

Instruction and curriculum are the key elements of a public education. Critical thinking and problem-solving skills that will assist the students' preparation for life shall be instructed as part of a sequentially coordinated curriculum. The school district strives to prepare students for employment, to discover and nurture creative talent and to prepare them to meet and cope with social change in an atmosphere conducive to learning.

The support and involvement of the home and the school district community are essential to achieve educational excellence in the school district. The school district strives to maintain an active relationship with the home and the school district community to create within the students an awareness of dignity and worth of the individual, civic responsibility and respect for authority.

Legal Reference: Neb. Statute 79-526
 79-701
 NDE Rule 10.012.01A

Cross Reference 103 Equal Educational Opportunity
 104 Educational and Operational Planning
 205 School Board Policy Process
 601 Goals and Objectives of Instructional Plan
 603 Curriculum Development

Approved:
Reviewed:
Revised:

102.01 - MISSION STATEMENT, OBJECTIVES AND BELIEFS

Mission Statement

Empowering individuals to become Resourceful, Respectful, And Responsible.... Lifelong Learners.

District Objectives

1. To develop each child to his full capacity.
2. To build an appreciation and an understanding of our democratic ideals and the functioning of democratic government.
3. To develop an understanding of and respect for all people with emphasis on their rights and responsibilities.
4. To develop ethical character with respect for moral and spiritual values.
5. To develop mastery of the basic skills which are needed for intelligent participation in the modern world.
6. To develop mental, social, and physical health.
7. To develop an understanding of world problems.
8. To encourage the child to think clearly, evaluate independently and work cooperatively with others.
9. To develop initiative in the worthy use of leisure time.

Beliefs

We believe That All Children

1. Look to us; parents, community and school for their personal foundation.
2. Are unique individuals and valuable resources deserving the opportunity to learn all they can.
3. Are worthy individuals deserving of respect, recognition and compassion.
4. Are entitled to a positive vision and the support of school, parents and community to obtain the best possible education.
5. Should be provided an education to help them develop to their fullest potential to prepare them for a changing world.
6. Are important and unique and if nurtured with love, they will learn and succeed.
7. Deserve a productive learning environment with quality facilities, facilitators and activities.
8. Have the ability to learn.

Approved:

Reviewed:

Revised:

103.00 - EQUAL EDUCATIONAL OPPORTUNITY

The board requires all persons, agencies, vendors, contractors and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules, and regulations pertaining to contract compliance and equal opportunity.

The district does not discriminate based on race (including skin color, hair texture, and protective hairstyles), color, religion, national origin, age, sex, disability, or marital status, sexual orientation or gender identity in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated as Compliance Coordinator to handle inquiries regarding the nondiscrimination policies:

Name and/or Title: Dr. Travis Miller, Superintendent
Address: 911 Niobrara, Hemingford, NE 69348
Telephone No.: 308-487-3328

The board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm, and harassment. Harassment or discriminatory behavior that denies civil rights or access to equal educational opportunities includes comments, name-calling, physical conduct, or other expressive behavior directed at an individual or group that intentionally demeans the race, color, national origin, sex, disability, age, or marital status of the individual or individuals or creates an intimidating, hostile or demeaning environment for education.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, during an ongoing investigation of this policy, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of this policy.

Legal Reference: Neb. Statute 79-2,114-2,124
 20 U.S.C. §§ 1221 et seq.
 20 U.S.C. §§ 1681 et seq.
 20 U.S.C. §§ 1701 -1721
 29 U.S. C. § 794
 42 U.S.C. §§ 12101 et seq.
 28 C.F.R. Pt. 35.1
 34 C.F.R. Pt. 100
 34 C.F.R. Pt. 104

34 C.F.R. Pt. 106

Cross Reference

- 102 Educational Philosophy of the District
- 402.01 Equal Employment Opportunity
- 404.06 Harassment by Employees
- 501 Objectives for Equal Educational Opportunities for
Students
- 504.18 Harassment by Students

Approved:

Reviewed:

Revised:

104.00 - EDUCATIONAL AND OPERATIONAL PLANNING

At least every 5 years the board shall conduct an in-depth needs assessment, soliciting information from business and community members, regarding their expectations for adequate student preparation. One purpose of this assessment is to assist the board in developing and evaluating a statement of philosophy for the school district. The second purpose of this assessment is to determine the areas of student performance, knowledge, and attitudes and the areas of school district operations that are judged to be most crucial in meeting school or school district goals. As part of its assessment, the board shall develop a process for communicating with business and the community regarding their expectations for adequate student preparation. The statement of philosophy shall describe the board's beliefs about topics which shall include the nature of learning, the purpose of the school district, the scope of educational experiences that the school district should provide, the nature of its learners and a description of a desirable learning atmosphere.

In conjunction with the in-depth needs assessment of the school district, the board shall authorize the appointment of a committee representing administrators, employees, parents, students and community members, to make recommendations and assist the board in determining the priorities of the school district in addition to the basic skills areas of the education program.

It shall be the responsibility of the superintendent to ensure the school district community is informed of the board's policies, programs and goals and has an opportunity to express their thoughts and suggestions for the operation of the school district. The superintendent shall report annually to the board about the means used to keep the community informed. All references to "superintendent" in this policy manual shall mean the "superintendent or the superintendent's designee" unless otherwise stated in the board policy.

As a result of the board and committee's work, the board shall determine major educational needs and rank them in priority order; develop long-range goals and plans to meet the needs; establish and implement short-range and intermediate-range plans to meet the goals and to attain the desired levels of student performance; evaluate progress toward meeting the goals and maintain a record of progress under the plan that includes reports of student performance and results of school improvement projects; and annually report the school district's progress made under the plan to the committee, community and Nebraska Department of Education.

Legal Reference: Neb. Statute 79-526
 79-701, 702
 79-729
 79-1301
 NDE Rule 10-004.01A1
 10-004.02A1
 10-004.07

Cross Reference

102 Educational Philosophy of the District
201.01 Board Powers and Responsibilities
203.06 Board Committees
301.03 Succession of Authority to the Superintendent
604.01 Basic Instruction Program
902.01 Buildings and Sites Long Range Planning

Approved:

Reviewed:

Revised:

Section 200 - School Board

201 - Legal Status of the School Board

201.01 - POWERS AND RESPONSIBILITIES OF THE BOARD

The board of the Hemingford School District, acting on behalf of the school district, shall have jurisdiction over school matters within the territory of the school district.

The board is empowered to make policy for its own governance, for employees, for students and for school district facilities. The board is also empowered to enforce its policies. The board may, through its quasi-judicial power, conduct hearings and rule on issues and disputes confronting the school district.

The board has these powers and all other powers expressly granted to it in federal and state law as well as the powers that can be reasonably implied from the express powers.

The board is authorized to govern the school district which it oversees. As the governing board of the school district, the board has three duties to perform: legislative duty, executive duty, and evaluative duty.

As a representative of the citizens of the school district, the board is responsible for legislating policy for the school district. As a policy making body, the board has jurisdiction to enact policy with the force and effect of law for the management and operation of the school district.

It is the responsibility of the board, under the board's executive duty, to select its chief executive officer, the superintendent, to operate the school district on the board's behalf. All references to "superintendent" in this policy manual shall mean the "superintendent or the superintendent's designee" unless otherwise stated in the board policy. The board delegates to the superintendent its authority to carry out board policy, to formulate and carry out rules and regulations and to handle the administrative details in a manner which supports and is consistent with board policy. The board may enter into certain contracts as permitted by law for periods not to exceed four years.

The board has a responsibility to review the education program's performance under its evaluative duty. The board regularly reviews the education program and associated support services. The review includes a careful study and examination of the facts, conditions and circumstances surrounding the amount of funds received or expended and the education program's ability to achieve the board's educational philosophy for the school district.

Legal Reference: Neb. Statute 79-261 to 263
 79-501 to 524
 79-734
 NDE Rule 10.004.01

Cross Reference 102 Educational Philosophy of the District
 104 Educational and Operational Planning
 205 School Board Policy Process
 301.03 Succession of Authority to the Superintendent
 601 Goals and Objectives of Instructional Plan

Approved:
Reviewed:
Revised:

201.01R1 - GUIDELINES FOR BOARD AND SUPERINTENDENT OPERATIONS

Limits of Authority of the Board

AUTHORITY LIMITS:

All actions of the board shall be taken only in official board meetings called, scheduled and conducted according to the bylaws of the Board of Education and the laws of the State of Nebraska.

Individual members of the board should avoid making decisions as an individual or group outside legal board meetings that will commit the board or district to a particular course of action. Requests for board action presented to board members outside of regular board meetings should be accepted without comment or commitment by the board member. A board member may direct the complainant to take up the issue with the proper school official if they have not already done so. Those making the requests should be directed to address the Board of Education as a whole at a regular board meeting. Only after an issue or problem has been presented to the entire Board of Education, and all sides to such issue or problem have been presented, and the logic involved has been considered by all members, will board members make individual commitments.

It shall be the policy of all board members to inform employees to consult with their immediate supervisor for instructions. No board member will give instructions or indicate what he or she thinks the superintendent's instructions should be on any specific issue or problem. Employees who approach board members with grievances will be instructed to consult with their immediate supervisor, and, if necessary, arrangements will be made for employees to meet with the entire board to air their grievances. Employees must make those arrangements with the superintendent of schools through the district's grievance policy.

An exception to this policy is in order whenever the board in an official meeting has expressly appointed a particular board member, or committee of board members, with specific authority to act on behalf of the board. The primary responsibility of the Board of Education is a legislative one under which it provides a framework for the operation and maintenance of the school system and delegates the administrative authority to carry out these policies to the superintendent and staff.

Superintendent's Memo of Understanding

1. Board Meetings
 - 1.1. In the materials submitted to board members prior to a board meeting, the Superintendent shall present all relevant information (including both the information that supports his recommendations and that which does not.)
 - 1.2. With regard to any action items on the agenda, the Superintendent shall inform the Board of the viable options or alternatives, if any, which may exist.

- 1.3. Neither the Superintendent nor any of the board members shall engage in any of the following tactics at board meetings:
 - 1.4. Disclosing “surprise” information that could have been shared with others prior to the meeting
 - 1.5. Asking “surprise” questions designed to “catch someone off-guard” or embarrass them rather than to seek clarification or additional information
 - 1.6. Bringing up “surprise” items (other than emergency items) for discussion when such items are not on the agenda
 - 1.7. A list of all bills will be available to board members prior to the meeting. The board members may review those bills and call or conference with the Superintendent with any questions they may have prior to arriving for the board meeting.
2. Complaints
 - 2.1. The complaints are brought to board members, the board members will listen to the complaint, but will direct the complainant to the appropriate level in the chain of authority in the school system. The board member will not offer or agree to become an advocate for the complainant or commit to taking any action on the complaint.
 - 2.2. If the complainant has exhausted his/her administrative remedies (including having presented his/her complaint to the Superintendent), the board member shall direct the complainant to reduce his/her complaint to writing and submit it to the president of the Board. The president of the board shall provide a copy of the written complaint to the Superintendent and review it with him/her. After conferencing with Superintendent, the president shall decide whether or not the complaint is a matter that warrants board consideration. If so, he/she shall place the matter on an upcoming board agenda. If not, he/she shall so notify the complainant.
 - 2.3. Notwithstanding any provisions above to the contrary, any complaints involving allegations of personal or professional misconduct on the part of the Superintendent shall be directed to the president of the Board.
3. Hiring Practices
 - 3.1. The Superintendent shall be responsible for the recruiting, screening, and interviewing processes for all employment vacancies in the district. He/she shall recommend candidates for employment in the District. The board of education shall decide whether or not to accept the recommendation.
 - 3.2. If the board of education does not accept the recommendation of the Superintendent, the Superintendent shall submit a different recommendation at a subsequent meeting of the board.
 - 3.3. No member of the board shall lobby the superintendent to recommend a relative, friend, acquaintance, or any other candidate for any position of employment with the District. It shall not be considered a violation of this Paragraph if a candidate lists a board member as a reference in his/her application for employment.

4. Employee Job Performance Reviews (Evaluations)
 - 4.1. The Superintendent and his/her designee(s) shall be responsible for conducting job performance review (evaluations) for all employees in the District (except the Superintendent). The board of education shall be responsible for the job performance review of the Superintendent.
 - 4.2. No individual board member shall request to examine any employee's job performance reviews or request an administrator to discuss an employee's evaluation with them. The board as a whole, however, may, in closed session and with a majority of the members voting in favor of such, examine the job performance reviews of employees.
 - 4.3. Notwithstanding the provisions of the preceding paragraph, if the Superintendent and/or his/her designee(s) are considering non-renewal, dismissal, or disciplinary action against an employee and the employee has a statutory or contractual right to have the Superintendent's decision or recommendation reviewed by the board, members of the board shall not request to examine such employees job performance reviews until such matters have been concluded and the time for an appeal to the board has expired.
 - 4.4. The board shall have a legitimate educational purpose for examining job performance reviews. In no event will the board examine job performance reviews simply out of curiosity or for personal reasons.
 - 4.5. No board member shall disclose, discuss, or in any way communicate the contents of any job performance review with anyone other than another board member or the Superintendent.

5. Purchases
 - 5.1. The Superintendent shall have the responsibility of operating the school system within the overall limits of the approved budget.
 - 5.2. Once the budget is approved, the Superintendent shall have the authority and discretion to approve all purchases of goods, materials, and services which he/she believes are necessary or desirable for the operation of the school district.
 - 5.3. Notwithstanding the provisions of the preceding paragraph, the Superintendent shall present the following purchases for prior board approval:
 - 5.4. The purchase of a new textbook series in any curriculum area. Prior approval shall not be required for the routine replacement of damaged or lost textbooks nor the purchase of necessary additional copies of a current textbook series.
 - 5.5. The purchase or lease of new vehicles.
 - 5.6. The purchase of any item or expenditure that exceeds \$5,000 unless that expenditure was contemplated and discussed during the budget development process. If time is of the essence, the purchase may be made but reported at the next meeting. This exemption would only apply to replacement of existing equipment. Purchases of new or additional equipment are not exempt from this requirement.

6. School "Visits"
 - 6.1. In order to avoid creating channels of communication around the Superintendent and, thus, reducing his/her effectiveness as the leader of the school system, board members will visit schools and seek direct communication with employees only under a systematic plan mutually agreed to by and between the Board and the Superintendent.
 - 6.2. The preceding provision shall not apply to activities open to the public or visits where the board member is acting solely in his/her role as a parent of a student.

7. Micro-Management
 - 7.1. No member of the Board (nor the Board as a whole) shall become involved in micromanagement of District operations.
 - 7.2. "Micro-management" shall mean becoming actively involved in matters that are not policy-related in nature or that are not specifically required of the board by law.
 - 7.3. The primary responsibility of the Board shall be to formulate and adopt policies. The primary responsibility of the Superintendent shall be to implement and enforce such policies and to administer the day-to-day operations of the District.
 - 7.4. No individual board member will give directions or orders to the Superintendent or any other employees of the District.
 - 7.5. Board members shall not call (or have someone else call) the Superintendent out of conferences or meetings except for emergency situations (unless requested to do so by the Superintendent.)

8. Board Policies
 - 8.1. The Superintendent shall assist the Board with reviewing and revising its policies on a regular basis.
 - 8.2. When situations arise which are not covered by Board policy, the Superintendent shall have the authority to take whatever action he/she believes to be best under the circumstances.

Approved:
Reviewed:
Revised:

201.02 - BOARD MEMBERSHIP - ELECTIONS AND APPOINTMENTS

The annual school election takes place on the first Tuesday after the first Monday in November in even numbered years. The terms shall be staggered so that three board members are elected at each general election. The newly elected members shall be seated on the board in January following the election in November. School District #10 is divided into three wards for the selection of candidates for the election. If more than two candidates file for election in one ward, the number of candidates will be reduced to two through the primary election. The election in November will be at large with all voters within District #10 voting for one member from each ward. All elections will follow the election statutes of the State of Nebraska.

The Wards are as follows:

Ward A: All of the district west of a north-south line along the section lines running north and south of a point one mile west of the center of the Village of Hemingford, AKA, Box Butte Avenue, Hemingford, NE.

Ward B: All of the district outside the Village of Hemingford corporate limits not included in Ward A.

Ward C: All of the district within the corporate limits of the Village of Hemingford. Incumbents must file for election at the office of the County Clerk, Box Butte County, by February 15 prior to the date of the primary election. All other candidates must file for election by March 1 prior to the date of the primary election.

If a vacancy occurs on the board it may be filled within 45 days by appointment of a qualified registered voter by the remaining members of the board for the remainder of the unexpired term. If the board does not fill the vacancy by appointment, the vacancy may be filled by election at a special election or school district meeting called for that purpose. If a majority of the offices of the school board members are vacant, the Secretary of State will call a special school district election to fill the vacancies.

It is prohibited to meet in closed session for discussion of the appointment or election of a new board member.

Legal Reference: Neb. Statute 32-501 et seq.

Approved:

Reviewed:

Revised:

201.03 - QUALIFICATIONS

Serving on the school board is an honor and privilege. Its rewards are respect from the community, students, and employees and the satisfaction from knowing each board member contributed to the success of the children in the school district community. Only those who are willing to put forth the effort to care and to make a difference should consider running for a position on the board.

Individuals who are willing to serve on the board should believe public education is important, support the democratic process, willingly devote time and energy to board work, respect educators and have the ability to examine the facts and make a decision. The board believes an individual considering a position on the school board should possess these characteristics.

Persons wanting to run for a position on the board must be a resident of the school district, an eligible elector of the district and free from a financial conflict of interest with the position. No member of a school board may be engaged in a contract to teach by the school district on which board he or she serves.

Legal Reference: Neb. Statute 79-543, 544

Cross Reference: 201.01 Board Powers and Responsibilities
 201.06 Vacancies
 202.01 Board Member Conflict of Interest

Approved:

Reviewed:

Revised:

201.04 - OATH OF OFFICE

Board members are public officials, and as such they may wish to pledge to uphold the Nebraska and the United States Constitution and carry out the responsibilities of the office to the best of the board member's ability.

Each school board member before entering upon their respective duties may be given the following oath of office at the first meeting attended as an elected member. The superintendent shall administer this oath of office.

"I, ...(name)..., do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of the Hemingford School District #10 Board of Education according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God."

Legal Reference: Neb. Statute 11-101
 Frans v. Young, Nebraska (1890)

Cross Reference: 101 Legal Status of the School District
 201.01 Board Powers and Responsibilities
 201.02 Board Membership - Elections/Appointment
 202.01 Board Member Code of Ethics

Approved:
Reviewed:
Revised:

201.05 - TERM OF OFFICE

Board members nominated by primary election and elected by general election will serve for four years. Board members appointed to fill a vacant position will serve for the remainder of the unexpired term.

Being a board member is a unique opportunity for a citizen to participate on a governing board of the school district. Eligible board members are encouraged to consider running for more than one term.

Legal Reference: Neb. Statute 32-543, 570

Cross Reference: 201.02 Board Membership - Elections/Appointment

Approved:

Reviewed:

Revised:

201.06 - VACANCIES

A vacancy occurs when a board member resigns, forfeits or otherwise leaves the office. A vacancy also includes, but is not limited to, the following: failure to elect at an election when there is no incumbent to continue in office until his or her successor is elected and qualified, failure to reside in the school district or a continuous absence from the district of more than 60 days, absence from more than 2 consecutive regular board meetings unless excused by a majority of the remaining members of the board, death of the incumbent, a court order declaring the seat vacant, conviction of a felony, or any public offense in violation of the oath of office.

The resignation of a member or any other reason for a vacancy shall be made a part of the minutes of the school board. The board shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term in writing to the election commissioner or county clerk, and by a notice published in a newspaper of general circulation in the school district.

It is prohibited to meet in closed session for discussion of the appointment or election of a new board member.

Legal Reference: Neb. Statute 32-560 et seq.
 32-1308
 84-1410(1)(d)

Cross Reference: 201.02 Board Membership - Elections/Appointment
 201.03 Qualifications

Approved:
Reviewed:
Revised:

201.07 - BOARD MEMBER LIABILITY

Board members shall not be held personally liable for actions taken in the performance of their duties and responsibilities vested in them by the laws of Nebraska and the members of the school district community. In carrying out the duties and responsibilities of their office, board members shall act in good faith.

The school district shall defend, save harmless and indemnify board members against tort claims or demands, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their official duties, unless it constitutes a willful or wanton act or omission. However, the school district shall not save harmless or indemnify board members for punitive damages.

Legal Reference: Neb. Statute 79-516

Cross Reference: 805.01 Insurance

Approved:

Reviewed:

Revised:

201.08 - STUDENT BOARD REPRESENTATIVE

I. PURPOSE

This policy aims to define the selection and term of office and the rights and responsibilities of the student board representative on the Board of Education.

II. SELECTION AND TERM OF OFFICE

Student representation to the Board of Education is open to all academically eligible students in grades 9-12.

The term of office will be one semester. The first semester will start in September and end in December. The second semester will start in January and end in April.

For the program's initial year, applications will be due by August 26th. The Committee on American Civics will then review applications. Based on a review of applicants, the Committee may select students for interview. The committee will then make a nomination to the Board of Education for appointment by the full board at the September meeting of the Board. If no student applications are received by the deadline, then the Board of Education will work with the High School Principal to appoint a student representative for each semester.

In subsequent years, students must complete the application in full by April 15th to be considered for the next school year. The Committee on American Civics will then review applications. Based on a review of applicants, the Committee may select students for interview. The committee will then make a nomination to the Board of Education of one student board representative for the first semester to be sworn in at the September Board of Education meeting and one student representative for the second semester to be sworn in at the January Board of Education meeting. If no student applications are received by the deadline, then the Board of Education will work with the High School Principal to appoint a student representative for each semester.

The student board representative serves at the discretion of the Board of Education. The Board of Education may remove a student board representative for failure to fulfill his or her duties, for failure to maintain academic standards, or for behaviors that the Board determines unacceptable as a student board representative.

III. RIGHTS AND RESPONSIBILITIES

The student board representative will work to represent the opinions of all students and not solely their own personal interests.

The student board representative will dress and act appropriately while serving on the Board of Education in a manner consistent with the Board Member Code of Ethics, and follow all the rules, policies, and regulations that the Board of Education follows.

The student board representative will attend and sit on all regular meetings of the Board of Education during their semester term and can be appointed to Board committees at the discretion of the Board of Education President.

Following the student board representative's selection, they will attend an orientation session with the Superintendent and the Board of Education President. This session will be held before the student board representative's first Board of Education meeting.

The student board representative will not have the right to make or second motions or vote on agenda items before the Board. The input of the student board representative during discussions will be the primary way the student's perspectives will contribute to the work of the Board.

The student board representative will not be permitted to participate in Board of Education meetings from which the general public is excluded to include: executive/closed sessions, negotiations sessions, or personnel portions of the regular meetings of the Board of Education.

The student board representative will receive all regular meeting agendas, minutes, and other pertinent information, excluding any confidential materials.

The student board representative will communicate with fellow students to obtain input and keep students informed on pertinent issues before the Board of Education in a manner approved by the High School Principal.

The student board representative will submit a monthly report to the Board of Education regarding student activities and other pertinent student information.

The student board representative will be required to develop an initiative for the betterment of the school district to be approved by the High School Principal before being presented to the Board of Education for consideration.

The student board representative will submit a written summary of their experience on the Board of Education after their semester term.

Adopted: August 16, 2022

Reviewed:

Revised:

202 - School Board Member Conduct

202.01 - BOARD MEMBER CODE OF ETHICS

Board members' actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, board members must conduct themselves professionally and in a manner fitting to their position.

Each board member shall follow the code of ethics stated in this policy.

AS A SCHOOL BOARD MEMBER:

1. I will listen.
2. I will respect the opinion of others.
3. I will recognize the integrity of my predecessors and associates and the merit of their work.
4. I will be motivated only by an earnest desire to serve my school district and the children of my school district community in the best possible way.
5. I will not use the school district or any part of the school district program for my own personal advantage or for the advantage of my friends or supporters.
6. I will vote for a closed session of the board if the situation requires it, but I will consider "secret" sessions of board members unethical.
7. I will recognize that to promise in advance of a meeting how I will vote on any proposition which is to be considered is to close my mind and agree not to think through other facts and points of view which may be presented in the meeting.
8. I will expect, in board meetings, to spend more time on education programs and procedures than on business details.
9. I will recognize that authority rests with the board in legal session and not with individual members of the board, except as authorized by law.
10. I will make no disparaging remarks, in or out of the board meeting, about other members of the board or their opinions.
11. I will express my honest and most thoughtful opinions frankly in board meetings in an effort to have decisions made for the best interests of the children and the education program.
12. I will insist that the members of the board participate fully in board action and recommend that when special committees are appointed, they serve only in an investigative and advisory capacity.
13. I will abide by majority decisions of the board.
14. I will carefully consider petitions, resolutions and complaints and will act in the best interests of the school district.
15. I will not discuss the confidential business of the board in my home, on the street or in my office; the place for such discussion is the board meeting.

16. I will endeavor to keep informed on local, state and national educational developments of significance so I may become a better board member.

IN MEETING MY RESPONSIBILITY TO MY SCHOOL DISTRICT COMMUNITY:

1. I will consider myself a trustee of public education and will do my best to protect it, conserve it, and advance it, giving to the children of my school district community the educational facilities that are as complete and adequate as it is possible to provide.
2. I will consider it an important responsibility of the board to interpret the aims, methods and attitudes of the school district to the community.
3. I will earnestly try to interpret the needs and attitudes of the school district community and do my best to translate them into the education program of the school district.
4. I will attempt to procure adequate financial support for the school district.
5. I will represent the entire school district rather than individual electors, patrons or groups.
6. I will not regard the school district facilities as my own private property but as the property of the people.

IN MY RELATIONSHIP WITH THE SUPERINTENDENT AND EMPLOYEES:

1. I will function, in meeting the legal responsibility that is mine, as part of a legislative, policy-forming body, not as an administrative officer.
2. I will recognize that it is my responsibility, together with that of my fellow board members, to see the school district is properly run and not to run them myself.
3. I will expect the school district to be administered by the best-trained technical and professional people it is possible to procure within the financial resources of the school district.
4. I will recognize the superintendent as executive officer of the board.
5. I will work through the administrative employees of the board, not over or around them.
6. I will expect the superintendent to keep the board adequately informed through oral and written reports.
7. I will vote to hire employees only after the recommendation of the superintendent has been received.
8. I will insist that contracts be equally binding on teachers and board.
9. I will give the superintendent power commensurate with the superintendent's responsibility and will not in any way interfere with, or seek to undermine, the superintendent's authority.
10. I will give the superintendent friendly counsel and advice.
11. I will present any personal criticism of employees to the superintendent.
12. I will refer complaints to the proper administrative officer.

TO COOPERATE WITH OTHER SCHOOL BOARDS:

1. I will not employ a superintendent, principal or teacher who is already under contract with another school district without first securing assurance from the proper authority that the person can be released from contract.
2. I will consider it unethical to pursue any procedure calculated to embarrass a neighboring board or its representatives.
3. I will not recommend an employee for a position in another school district unless I would employ the individual under similar circumstances.
4. I will answer all inquiries about the standing and ability of an employee to the best of my knowledge and judgment, with complete frankness.
5. I will associate myself with board members of other school districts for the purpose of discussing school district issues and cooperating in the improvement of the education program.

Legal Reference: Neb. Statute 79-526

Cross Reference: 201.01 Board Powers and Responsibilities
 202.02 Board Member Conflict of Interest

Adopted:
Reviewed: January 9, 2023
Revised:

202.02 - BOARD MEMBER CONFLICT OF INTEREST

It shall be the responsibility of each board member to be aware of an actual or potential conflict of interest. It shall also be the responsibility of each board member to take the action necessary to eliminate such a conflict of interest. Should a conflict of interest arise, a board member should not participate in any action relating to the issue from which the conflict arose.

No voting board member may have an interest in any contract to which the district, or anyone for its benefit, is party. The prohibition applies when the board member or the board member's immediate family is a partner, director, officer, or is a stockholder of closed corporation stock worth one thousand dollars or more at fair market value or which represents more than a five per cent equity interest, or is a stockholder of publicly traded stock worth ten thousand dollars or more at fair market value or which represents more than ten percent equity interest. An individual who occupies a confidential professional relationship protected by law is exempt from this policy. This policy does not apply to publicly traded stock under a trading account.

The above prohibition does not apply if the voting board member:

1. Supplies a written statement describing the matter up for decision and the nature of the conflict to the Nebraska Accountability and Disclosure Commission, the Superintendent and to the board secretary. The secretary shall enter the statement onto the public records of the district.
2. The board member must take such action as the Commission advises to remove himself or herself from influence over the decision.
3. Does not vote on the matter of granting the contract, except if the number of members of the board declaring an interest in the contract would prevent the board, with all members present, from securing a quorum on the issue, then all members may vote on the matter and this action will be reported to the commission; and
4. Does not act for the district to inspect, supervise or determine the performance of contracts under which he or she has an interest.

A board member who is an employee of a business involved in a contract with the district and who has no ownership interest or will receive no direct fee or commission shall not be deemed to have an interest within the meaning of this policy. The receiving of deposits, cashing of checks and buying and selling of warrants and bonds of indebtedness of any school district by a financial institution will not be considered an interest in the contract under this policy.

If a board member's immediate family member is an employee of the school district, the member may vote on all issues of the contract which are generally applicable to all employees

or all employees within a classification and do not single out his or her family member for special action.

Any contract entered into with an interested board member shall be subject to applicable competitive bidding requirements and shall be fair and reasonable to the school district.

A voting board member or district employee may employ, recommend the employment of, or supervise the employment of an immediate family member if he or she does not abuse his or her official position and makes a full disclosure of the relationship to the board and a written disclosure of the relationship to the board secretary. No board member or administrator shall employ an immediate family member without first having made a reasonable solicitation and consideration of applications for such employment. The family member must be qualified for, able to perform, and required to perform the duties of the position. The family member must not be paid an unreasonably high salary. No existing employee may be terminated for the purpose of making a position available to such a family member.

Any newly elected or appointed board member or administrator shall make a full disclosure of any immediate family member employed in a position subject to this policy as soon as reasonably possible after the date of taking office.

No board member or district employee shall use their position or any confidential information received through their position to obtain financial gain, other than compensation provided by law, for himself or herself, an immediate family member, or a business with which the individual is associated. No board member shall use or authorize the use of personnel, property, resources or funds under his or her official care for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage or defeat of a ballot question.

The superintendent shall keep a record for the district for every contract entered into by the district in which a board member has an interest. This information shall be kept for five years from the date of the board member's last day in office and will include the following:

1. Names of contracting parties;
2. The nature of the interest of the board member in question;
3. The date that the contract was approved by the district;
4. The amount of the contract; and
5. Basic terms of the contract.

The record kept by the superintendent shall be available for public inspection during the normal working hours of the superintendent's office.

All board members and district employees are responsible for obeying all final rulings or appeals of the Accountability and Disclosure Commission. If a case is contested before the Commission by the district, the superintendent shall ensure that the district is represented at the hearing. If a case is contested by a board member, that member shall be responsible for his/her own representation and shall be responsible for any Commission fines or penalties.

An open account established by the district with a business in which a board member has an interest, shall be deemed a contract subject to the provisions of this policy. The superintendent shall maintain a running account of all amounts purchased in open accounts.

Contracts involving one hundred dollars or less in which a board member may have an interest are excluded from the provisions of this policy.

Legal Reference: Nebraska Statute 49-1493 to 49-14,103.07

Cross Reference: 201 Legal Status of the School Board
202.01 Board Member Code of Ethics
206.04 Board Member Compensation and Expenses
402.04 Nepotism

Adopted:
Reviewed:
Revised:

202.02E1 - CONFLICT OF INTEREST STATEMENTS

Potential Conflict of Interest Statements may be filed with the recording secretary of the board of education on a form provided by the Nebraska Accountability and Disclosure Commission.

203.02E2 - EMPLOYMENT OF IMMEDIATE FAMILY MEMBERS

Employment of Immediate Family Members Disclosure Statements may be filed with the recording secretary of the board of education on a form provided by the Nebraska Accountability and Disclosure Commission.

202.02E3 - CONTRACTUAL INTEREST STATEMENT

Contractual Interest Statements may be filed with the recording secretary of the board of education on a form provided by the Nebraska Accountability and Disclosure Commission.

202.03 - BOARD SELF-EVALUATION

The primary purpose for board self-evaluation is for the improvement of school board leadership. In evaluating the board's functions and roles, the board may focus attention to the following:

1. Evaluation shall be conducted annually at a scheduled time and place;
2. The evaluation should be a composite of the individual board members' opinions;
3. The evaluation should include a constructive discussion of strengths and weaknesses; and
4. The board should be free to comment on any area related to its function of governing the district.

The board and superintendent will cooperatively develop an evaluation plan that annually evaluates the various aspects of the board's functions, duties, and roles. The evaluation will include the following items:

1. The evaluation instrument shall define and describe the standards against which the board evaluates its performance.
2. The evaluation shall include the establishment of objectives and strategies for improving board performance.
3. The evaluation shall analyze progress toward existing board goals and examine the need to establish new or revised goals.

Legal Reference: Neb. Statute 79-526

Cross Reference: 102 Educational Philosophy of the District
 104 Educational and Operational Planning
 201.01 Board Powers and Responsibilities
 702.02 Budget Planning, Preparation and Schedules
 902.01 Buildings and Sites Long Range Planning
 1001 Principles and Objectives for Community Relations

Approved:

Reviewed:

Revised:

203.03 - VICE PRESIDENT

If the board president is unable or unwilling to carry out the duties required, it shall be the responsibility of the vice president of the board to carry out the duties of the president. If the president is unable or unwilling to complete the term of office, the vice president shall serve as president for the balance of the president's term of office, and a new vice president shall be elected.

The vice president of the board shall be elected by a majority vote at the organizational meeting each year to serve a one-year term of office.

The vice president shall accept control of the meeting from the president when the president wishes to make or second a motion. The vice president shall take an active role in board decisions by discussing and voting on matters before the board in the same manner as other board members.

Legal Reference: Neb. Statute 79-564
 79-569 et seq.
 79-593

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed:
Revised:

203.04 - SECRETARY

A secretary shall be elected annually by the board.

It shall be the responsibility of the board secretary, as custodian of school district records, to preserve and maintain the records and documents pertaining to the business of the board; to keep complete minutes of special and regular board meetings; to cause the meeting minutes and a list of all approved claims to be published; to keep a record of the results of regular and special elections; to keep an accurate account of school funds; to sign warrants drawn on the school funds after board approval; and to complete and maintain the annual school census. The board clerk may assist the secretary in the completion of his/her duties.

Legal Reference: Neb. Statute 79-528
 79-564
 79-576 to 580

Cross Reference: 104.01 Annual School Census
 201.01 Board Powers and Responsibilities
 204.11 Meeting Minutes

Approved:
Reviewed:
Revised:

203.05 - TREASURER

It shall be the responsibility of the board to annually appoint a board clerk/treasurer.

It shall be the responsibility of the treasurer to receive the funds collected for the district by the county treasurer, to pay out the funds for expenses approved by the board, to maintain accurate accounting records for each fund, to manage district's investments for the maximum benefit to the district, to report monthly and annually the status of all district funds and investments, and to file required reports with the appropriate state agencies and other entities.

The treasurer will work with the secretary to coordinate the recording, preserving and reporting of financial records, reports, cash flow needs and district investments.

If the treasurer is unable or unwilling to carry out the duties required, it shall be the responsibility of the superintendent or other person designated by board policy to carry out the duties of the treasurer.

The treasurer shall do one of the following within ten days after election to the position:
Give bond in an amount set by the board of not less than \$500 and not more than double the amount of money to come into his/her hands as treasurer at any one time.
Give evidence of an equal amount of insurance coverage by the district.

The cost of the bond or insurance coverage will be paid by the school district.

Legal Reference: Neb. Statute 79-586 to 590

Cross Reference: 201.01 Board Powers and Responsibilities
 700 Business Operation

Approved:

Reviewed:

Revised:

203.06 - BOARD COMMITTEES

Committees will be appointed by the president of the board. These committees are created for specific tasks of seeking information or investigation and will report back to the board for its consideration and action. Committee action is advisory only. Each committee will have a chairperson appointed by the president. In addition to appointing the three members to the Committee on American Civics at the annual board organizational meeting in January for one year, the board may wish to appoint additional committees on topics such as

- A. American Civics/Curriculum
- B. Negotiations/Finance
- C. Transportation
- D. Building/Grounds

The Committee on American Civics shall:

1. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
2. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
3. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted by the Nebraska Department of Education and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
4. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
5. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
6. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted by the Nebraska Department of Education;
7. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
 - a. naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
 - b. Attendance or participation between the beginning of eighth grade and completion of twelfth grade in a meeting of a public body which is a subdivision of the state and not a subcommittee of that body, followed by the completion of a

- project or paper in which each student demonstrates or discusses the personal learning experience of such student related to that attendance or participation; or
- c. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by either George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, or Thanksgiving Day or on a topic related to such person or persons or event; and
8. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

Legal Reference: Neb. Statute 79-724

Cross Reference: 201.01 Board Powers and Responsibilities
 604.11 Citizenship

Approved:

Reviewed:

Revised:

203.07 - ADVISORY BOARD COMMITTEES

Whenever the board considers it necessary, the board may appoint a committee composed of patrons, students, staff, administrators and board members.

An advisory committee is formed by board resolution which shall outline the duties and purpose of the committee. The committee is advisory in nature and has no duty or responsibility other than that specifically stated in the board resolution. The committee shall automatically dissolve upon the delivery of its final recommendation to the board or upon completion of the duties outlined in the board resolution. The board will receive the report of the committee for consideration. The board retains the authority to make a final decision on the issue. The committee will conduct its meetings as open meetings and a record of committee members present will be kept.

The method for selection of committee members shall be stated in the board resolution. When possible, and when the necessary expertise required allows, the committee members will be representative of the school district community and shall consider the various viewpoints on the issue. The board may designate a specific board member and administrator to serve on an advisory committee. The committee will select its own chairperson, unless the board designates otherwise.

Legal Reference: Neb. Statute 84-1408 to 1414

Cross Reference: 104 Educational and Operational Planning
 204.05 Open Meetings
 204.06 Closed Sessions
 1001 Principles and Objectives for Community Relations

Approved:

Reviewed:

Revised:

203.08 - SCHOOL BOARD LEGAL COUNSEL

It shall be the responsibility of the board to employ legal counsel to assist the board and the administration in carrying out their duties with respect to the numerous legal issues confronting the school district. The board may appoint legal counsel on an annual basis.

The superintendent and board president shall have the authority to contact the board's legal counsel on behalf of the board when the superintendent or board president believe it is necessary for the management of the school district. The board's legal counsel may attend regular or special school board meetings upon the request of the board or the superintendent. Other board members may contact legal counsel upon approval of a majority of the board. It shall be the responsibility of each board member to pay the legal fees, if any, of an attorney the board member consulted regarding matters of the school district unless the board has authorized the board member to consult an attorney on the matter in accordance with this policy.

It shall be the responsibility of the superintendent to keep the board informed of matters for which legal counsel was consulted, particularly if the legal services will involve unusual expense for the school district.

In legal matters between the board and the superintendent, the school attorney shall be disqualified from acting in behalf of either party.

Legal Reference: Neb. Statute 79-513

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:

Reviewed:

Revised:

204 - School Board Meetings

204.01 - REGULAR BOARD MEETINGS

The regular meeting shall be held on the second Monday of each month, except for the regular September meeting, which will be held on the third Monday of that month,

204.02 - SPECIAL BOARD MEETINGS

Special meetings may be called by the superintendent, the president of the board or any two board members. Should a special meeting be called, public notice shall be given and the meeting shall be conducted in accordance with the open meetings laws.

If the special meeting called is an emergency meeting and the board cannot give public notice in its usual manner, the board shall give public notice of the meeting as soon as practical and possible in light of the situation. The reason for the emergency meeting and why notice in its usual manner could not be given shall be stated in the minutes. Minutes of the emergency meeting must be made available to the public by no later than the end of the next regular business day.

Only the purpose or issue for which the emergency meeting was called may be discussed and decided in the emergency meeting. The board shall strictly adhere to the agenda for the emergency meeting and action on other issues shall be reserved for the next regular or special board meeting.

Legal Reference: Neb. Statute 79-554
 79-555
 84-712
 84-1408 to 1414

Approved:
Reviewed:
Revised:

204.03 - PUBLIC HEARINGS

Public notice of a public hearing shall be in the same manner as for a board meeting and shall be given at least two days before the hearing is to be held.

At public hearings, citizens of the district who register to speak will be allowed to speak only on the issue for which the public hearing is being held. Speakers are asked to keep their remarks as brief as possible. Prior to the beginning of the hearing, speakers and spectators will be apprised of the rules of order to be followed regarding time limitations, questions, remarks and rebuttals. In no event will a speaker be allowed to take the time of another speaker.

The board shall conduct public hearings in an orderly fashion. At the beginning of the hearing statements, background materials and public hearing rules and procedures will be presented by the board president or administrators. The board president will recognize the speakers. A board member may ask questions of the speakers after receiving permission from the board president. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the board or the proceedings shall be asked to leave.

Legal Reference: Neb. Statute 84-1408 et seq.

Cross Reference: 702.03 Budget Adoption Process
 1005.03 Parental Involvement in the Schools

Approved:

Reviewed:

Revised:

204.04 - WORK SESSIONS AND RETREATS

The board may, as needed or desired, schedule work sessions and retreats in order to provide its members and the administration with the opportunity to conduct planning, research, and thoughtful discussion without taking immediate action. The board has the authority to hire an outside facilitator to assist them in these work sessions.

Topics for discussion and study will be announced publicly, and work sessions and retreats will be conducted in open session. However, no board action will take place at the work session.

Legal Reference: Neb. Statute 84-1408 to 1414

Approved:

Reviewed:

Revised:

204.05 - OPEN MEETINGS

The conduct of board meetings is governed by the open meetings laws.

A gathering of a majority of board members for the purposes of briefing, discussion of board business, formation of policy or taking formal action is a board meeting. Meetings of the board shall be conducted in a meeting open to the public unless the board is temporarily convened in a closed session.

Chance or social gatherings, attendance at or travel to conventions or workshops or other occasions when there is no discussion of or action on any matter within the board's supervision, control, jurisdiction, or advisory power will not constitute a meeting.

Legal Reference: Neb. Statute 84-1408 to 1410

Approved:

Reviewed:

Revised:

204.06 - CLOSED SESSIONS

A closed, or executive, session will take place as part of an open meeting of the board. The item for discussion in the closed session shall be listed as part of the tentative agenda on the public notice. The motion for a closed session, including its subject matter and the reason necessitating the closed session, shall be made and seconded during the open meeting, and approved by a majority of the voting members. The minutes shall state the entire motion for the closed session, the roll call vote to enter closed session, and the time the closed session began and ended. Following approval of the motion to close, the presiding officer shall restate on the record the limitation of the subject matter of the closed session immediately prior to the closed session.

The board shall restrict its considerations to only those matters set forth in the minutes as the reason for the closed session. A closed session may be held (1) if it is clearly necessary for the protection of the public interest or (2) for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. Specific reasons for the board entering into a closed session from an open meeting include, but are not limited to, the following:

Strategy sessions with respect to collective bargaining, real estate purchases, or litigation;

Discussion regarding the use of security personnel or devices;

Investigative proceedings regarding allegations of criminal misconduct;

Evaluations of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if that person has not requested a public meeting.

No formal action may be taken until the board has reconvened in open session.

Any board member may challenge the continuation of a closed session if he or she believes the session has exceeded the reason stated in the motion to hold the closed session. A majority vote of the board is required in order to overrule the challenge. The challenge and its disposition shall be recorded in the meeting minutes.

Legal Reference: Neb. Statute 84-1410

Approved:

Reviewed:

Revised:

204.10 - AGENDA

The tentative agenda for each board meeting shall state the topics for discussion and action at the board meeting. It shall be kept continuously current and shall be readily available for public inspection at the district office during normal business hours. The agenda shall be accessible on the district's website at least twenty-four hours before the meeting.

The tentative agenda and supporting documents should, if possible, be sent to the board members three days prior to the scheduled board meeting. These documents are the private property of the board member. Persons wishing to view the tentative agenda and supporting documents may do so at the superintendent's office of the district.

The board shall take action only on the items listed on the tentative agenda made available at the time of the public notice. All action items need to be on the agenda, but all agenda items do not need to be action items. Items added to the agenda may be discussed or taken under advisement by the board. If an added item is acted upon, the minutes of the board meeting shall state the reason justifying the immediate action. Only items of an emergency nature may be added to the agenda later than twenty-four hours before the scheduled meeting.

It shall be the responsibility of the board president and superintendent to develop the agenda for each board meeting.

A consent agenda may be presented by the president and used by the board for noncontroversial business. The consent agenda will consist of routine business that requires action but not necessarily discussion. These items may all be approved at the same time. A board member may ask that any item be removed from the consent agenda. Removed items may be taken up either immediately after the consent agenda or placed later on the agenda at the discretion of the board.

Legal Reference: Neb. Statute 84-712
 84-1408 to 1414

Cross Reference: 203 Organization of the School Board
 403.05 Public Complaints about Employees
 503 Student Rights and Responsibilities
 1003 Public Examination of District Records

Approved:

Reviewed:

Revised:

204.11 - MEETING MINUTES

The board shall keep and maintain permanent records of the board including, but not limited to, records of the minutes of board meetings, documentation received or disclosed in open session of the meetings, and other required records of the board.

It shall be the responsibility of the board secretary to keep the minutes of the board meetings. The minutes of each board meeting shall record when and where the meeting notice was published. They shall also include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member, and the schedule of bills allowed shall be attached. In addition, they shall include all required information regarding any closed sessions as stated in policy 204.06. This information shall be available within 10 days of the board meeting or prior to the next convened meeting, if earlier. Minutes shall be accessible on the district's website at such time as they are available and shall remain there for at least six months. Minutes shall be forwarded to the newspaper designated as the official newspaper for publication. The schedule of bills allowed may be published on a once monthly basis in lieu of publication with the minutes. The permanent records of the board minutes may include more detail than is required for the publication of the minutes.

Legal Reference:

Neb. Statute 79-577
79-580
84-712
84-1408 to 1414

Cross Reference: 203 Organization of the School Board
1003 Public Examination of District Records
1004 Press, Radio and Television News Media

Approved:
Reviewed:
Revised:

204.12 - PUBLIC COMMENT IN BOARD MEETINGS

The board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board shall set time aside for public comment, [at a specific time during the meeting][and] [prior to the discussion of each agenda item]. If the pressure of business or other circumstances dictate, the board president may decide to eliminate this practice at a particular meeting and will announce that decision at the beginning of the meeting. The orderly process of the board meeting shall not be interfered with or disrupted. Subjects for comment should involve areas within the board's proper responsibility.

The board has the discretion to limit the amount of time set aside for public comment. The board president shall specify the total amount of time available for public comment prior to opening the public comment period. If public comment is allowed prior to individual agenda items, that limit on the total comment period should also be defined. Individual comments will be limited to 5 minutes for each participant. The board president will recognize these individuals to make their comments at the appropriate time. Only those speakers recognized by the board president shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments or another individual causing disruption may be asked to leave the board meeting.

The board requires any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the board waives the address requirement to protect the security of the individual.

Individuals who have a complaint about employees or students who have complaints shall follow policies 403.05 and 504.01 respectively. The board will follow policy 1005.01 in handling public complaints.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting and such information will only be added to the agenda packet at the discretion of the superintendent after consultation with the board president.

Legal Reference: Nebraska Statute 84-1408 to 1414

Cross Reference: 201.07 Board Member Liability
403.05 Public Complaints about Employees

Approved:

Reviewed:

Revised:

204.13 - VIRTUAL CONFERENCING DURING AN EMERGENCY

If the District is included at least in part within the jurisdiction of an emergency declared by the Governor under the Emergency Management Act, the District may hold a meeting by virtual conferencing. The District shall give reasonable advance publicized notice including information regarding access for the public and news media. In addition to any formal action taken relating to the emergency, the District may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting.

The secretary shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

The nature of the emergency shall be stated in the minutes. Complete minutes of the meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available

Legal Reference: Neb. Statute 84-1411

Approved:

Reviewed:

Revised:

205 - School Board Policy Process

205.01 - POLICY DEVELOPMENT

The board has jurisdiction to determine the policies which will govern the operations of the school district with the force and effect of law.

The written policy statements contained in this manual provide guidelines and goals to the citizens, administration, employees and students in the school district community. The policy statements shall be the basis for the formulation of regulations by the administration. The board shall determine the effectiveness of the policy statements by evaluating periodic reports from the administration.

Policy statements may be proposed by a board member, administrator, employee, student or member of the school district community. Proposed policy statements or ideas shall be submitted to the superintendent's office for possible placement on the board agenda. It shall be the responsibility of the superintendent to bring these proposals to the attention of the board.

Legal Reference: Neb. Statute 79-526
 79-532
 79-539
 NDE Rule 10.004.01A1

Cross Reference: 102 Educational Philosophy of the District
 201.01 Board Powers and Responsibilities

Approved:
Reviewed:
Revised:

205.02 - POLICY ADOPTION

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

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

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

The superintendent shall maintain an electronic master copy in the central office and that the policies are maintained on the school district's web site. The SPARQ Data Meeting site will be the official policies of the district. These policies can be accessed through the district web site. The final action taken to adopt the proposed policy or amendment shall be approved by a simple majority vote of the board. The effective date of the policy shall be the later of the adoption date or a date stated in the motion.

Legal Reference: Neb. Statute 79-520 79-526
 84-712 et seq. NDE Rule 10.004.01A1

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:
Reviewed:
Revised:

205.03 - POLICY REVIEW AND REVISION

The board will periodically review, update and approve the board's policy manual.

It shall be the responsibility of the superintendent to keep the board informed as to legal changes at both the federal and state levels. The superintendent shall also be responsible for bringing proposed policy statement revisions to the board's attention.

If a policy is revised because of a legal change over which the board has no control or a change which is minor, the policy may be **approved at one meeting** at the discretion of the board.

Legal Reference: Neb. Statute 79-526
 79-532
 79-539
 NDE Rule 10.012.01A

Cross Reference: 102 Educational Philosophy of the District
 201.01 Board Powers and Responsibilities

Approved:
Reviewed:
Revised:

205.05 - POLICY SUSPENSION

It shall be within the discretion or amendment of the board to suspend a policy. Policies of the board may be immediately amended or temporarily suspended by a majority vote of board members present at an official meeting of the board if the board determines that an emergency exists. This does not apply to any section of board policies established by law or by contract. Reasons for amendment or suspension of board policy shall be documented in board minutes.

Legal Reference: Nebraska Statute 79-526

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:

Reviewed:

Revised:

205.06 - ADMINISTRATION IN THE ABSENCE OF POLICY

When there is no board policy in existence to provide guidance on a matter, the superintendent is authorized to act appropriately, keeping in mind the educational philosophy and financial condition of the school district.

It shall be the responsibility of the superintendent to document the action taken and to inform the board of the situation. If needed, the superintendent shall draft a proposed policy for the board to consider.

Legal Reference: Nebraska Statute 79-526

Cross Reference: 302.04 Superintendent Duties

Approved:

Reviewed:

Revised:

205.07 - REVIEW OF ADMINISTRATIVE REGULATIONS

The Superintendent has responsibility for carrying out the policies established by the board.

When necessary, it shall be the responsibility of the Superintendent to develop administrative regulations to implement the board policies. The regulations, including handbooks, will be adopted by the board when specific state or federal laws require the board to do so or when the board or superintendent considers such approval desirable.

The administrative regulations will be available no later than the first regular board meeting after the adoption of the board policy unless the board directs otherwise.

Legal Reference: Neb. Statute 79-526

Cross Reference: 201.01 Board Powers and Responsibilities
 302.04 Superintendent Duties

Approved:

Reviewed:

Revised:

205.08 - BOARD POLICY AND TEMPORARY WAIVERS OF NDE RULES

The Board understands that due to local, state or national emergency situations, the Nebraska Department of Education may occasionally issue temporary waivers of NDE Rules and Regulations. In the case of contradictions between waivers and existing board policy, all temporary waivers of NDE Rules and Regulations shall also apply to and have priority over respective district policies for the duration of their active status.

Approved:

Reviewed:

Revised:

206 - Board Member Services

206.01 - NEW BOARD MEMBER ORIENTATION

The board of education and the administrative staff shall assist each new board member to understand the board of education's functions, policies, procedures and operation of the school system. The following methods may be employed.

The incoming member shall be given selected materials including access to the on-line board policy manual, a budget document, latest annual finance reports and other reports that may foster an understanding of the operation of the district.

The incoming board member shall be invited to attend board meetings in November and December prior to taking his/her seat on the board in January.

The incoming member shall be invited to meet with the superintendent and principals to discuss the services they perform for the board.

The incoming member may attend, at district expense, workshops for newly elected members as approved by the board of education.

Cross Reference: 201.02 Board Membership - Elections/Appointment
 202 School Board Member Conduct

Approved:
Reviewed:
Revised:

206.02 - BOARD ASSOCIATION MEMBERSHIP

Participation in board member associations are beneficial to the board. The board shall maintain an active membership in the Nebraska Association of School Boards and in organizations the board determines will be of benefit to the board and the school district.

Legal Reference: Neb. Statute 79-512

Cross Reference: 206.03 Board Member Development Opportunities

Approved:

Reviewed:

Revised:

206.03 - BOARD MEMBER DEVELOPMENT OPPORTUNITIES

The board may participate in conferences sponsored by educational associations and agencies in addition to its own in-service programs and work sessions.

The board shall encourage its members to attend training and development programs with the purpose of improving members' leadership skills, increasing their knowledge of educational issues and better representing the interests of the school district.

Cross Reference: 206.02 Board Association Membership

Approved:

Reviewed:

Revised:

206.04 - BOARD MEMBER COMPENSATION AND EXPENSES

As an elected public official, the board member is a public servant who serves without compensation. Board members shall be reimbursed for actual and necessary expenses incurred in the performance of their official duties.

Board members who attend informational meetings out of the district will be reimbursed for transportation expenses or furnished a school owned vehicle. In addition, registration fees, lodging when required, and meals not to exceed \$25.00 per day when an over night stay is required will be paid for by the school district.

Board members in the performance of their official duties attending all regular, special, or emergency meetings and workshops of the district shall be paid roundtrip mileage from their home to the meeting site. The board member shall be reimbursed annually in the month of January for mileage expense. Mileage rates shall be in accordance with guidelines as established annually by the United States Internal Revenue Service.

Legal Reference: Neb. Statute 13-2201 et seq.
 79-546
 81-1174 to 1177

Cross Reference: 202.02 Board Member Conflict of Interest
 402.08 Employee Travel Compensation
 402.11 Credit Cards

Approved:
Reviewed:
Revised:

206.05 - PARTICIPATION IN INSURANCE PROGRAM BY BOARD MEMBERS

Members of board of education may participate in the school district's health and life insurance plans which are provided to school district employees. A board member electing to participate in the insurance program of the school district shall pay both the employee and the employer portions of the premiums to the district in advance of any payments being due from the district to the insurance carrier.

Every three months, the board will place on its agenda a report identifying the board members who have elected to purchase insurance coverage through the district. This report will shall be made available in the school district office for review by the public upon request.

Approved:

Reviewed:

Revised:

Section 300 - Administration

300.01 - ROLE OF ADMINISTRATION

In this series of the board policy manual, the board defines the role and the employment of school district administrators. Policies in the 400 Series, "Employees," also apply to administrators unless a more specific policy exists in the 300 Series, "Administration."

School district administrators have been given a great opportunity and responsibility to manage the school district, to provide educational leadership, and to implement the educational philosophy of the school district. They are responsible for the day-to-day operations of the school district. In carrying out these operations, the administrators are guided by board policies, the law, the needs of the students, and the wishes of the citizens in the school district community.

It shall be the responsibility of the administrators to implement and enforce the policies of the board, to oversee employees, to monitor educational issues confronting the school district, and to inform the board about school district operations.

While the board holds the superintendent ultimately responsible for these duties, the principals are more directly responsible for educational results, for the administration of the school facilities and for the employees.

The board and the administration shall work together to share information and decisions under the management team concept.

Approved:

Reviewed:

Revised:

301 - Administrative Structure

301.01 - STRUCTURE OF MANAGEMENT

The board and the administrators shall work together in making decisions and setting goals for the school district. This effort is designed to obtain, share, and use information to solve problems, make decisions, and formulate school district policies and regulations.

It shall be the responsibility of each administrator to fully participate in the management of the school district by investigating, analyzing, and expressing their views on issues. Those board members or administrators with special expertise or knowledge of an issue may be called upon to provide information. Each board member and administrator shall support the decisions reached on the issues confronting the school district.

The board shall be responsible for making the final decision in matters pertaining to the school district.

It shall be the responsibility of the superintendent to develop guidelines for cooperative decision-making.

Approved:

Reviewed:

Revised:

301.02 - MANAGEMENT TEAM

The board considers all those who have a role in the recruitment or release of employees to be part of the management team. The management team shall be headed by the superintendent. The superintendent shall convene meetings to discuss school district policies, administrative procedures and other business brought to the superintendent's attention.

The management team shall meet with the board upon the board's request or superintendent's recommendation to review overall operations of the school district and conditions affecting the management team. The management team shall have no relationship to the formal negotiating unit. In the event a member or members of the management team are unable to resolve a problem, a committee of one board member, one management team member, and the superintendent shall investigate the circumstances and make a recommendation. If the recommendation does not settle the matter, the board and the management team shall meet to resolve the matter. The board may seek the advice of outside management consultants to assist in resolving the matter.

Approved:

Reviewed:

Revised:

301.03 - SUCCESSION OF AUTHORITY TO THE SUPERINTENDENT

In the absence of the superintendent, it shall be the responsibility of the other administrators to assume the superintendent's duties. The succession of authority to the superintendent shall be in this order:

Administration Team—SPED Director, Elementary Principal, High School Principal
The school counselor(s)
The activity director

If the absence of the superintendent is temporary, the successor shall assume only those duties and responsibilities of the superintendent that require immediate action. If the board determines the absence of the superintendent will be a lengthy one, the board shall appoint an acting superintendent to assume the responsibilities of the superintendent. The successor shall assume the duties when the successor learns of the superintendent's absence or when assigned by the superintendent or the board.

All references to "superintendent" in this policy manual shall mean the "superintendent or the superintendent's designee" unless otherwise stated in the board policy.

Cross Reference: 302 Superintendent

Approved:
Reviewed:
Revised:

301.04 - COMMUNICATION CHANNELS

Questions and problems shall be resolved at the lowest organizational level nearest to the complaint. School employees shall be responsible for conferring with their immediate supervisor on questions and concerns. Students and other members of the school district community shall confer with a certificated employee and then with the principal on questions and concerns. Policies referenced at the end of this page shall serve as guidelines for additional resolution of conflicts.

If resolution is not possible by any of the above, individuals may bring it to the attention of the superintendent within 5 school days of their discussion with the principal. If there is no resolution or plan for resolution by the superintendent within 5 school days of the individual's discussion with the superintendent, the individual may ask to have the question or problem placed on the board agenda. The action of the board will be final.

It shall first be the responsibility of the administrators to resolve questions and problems raised by the employees and the students they supervise and by other members of the school district community.

Legal Reference: Nebraska Statute 79-254 et seq.

Cross Reference: 204.12 Public Participation in Board Meetings
402.05 Employee Grievances
504.01 Student Due Process Rights
506.06 Student Publications
1005.01 Public Complaints

Approved:

Reviewed:

Revised:

302 - Superintendent

302.01 - SUPERINTENDENT QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board shall employ a superintendent to serve as the chief executive officer of the board, to conduct the daily operations of the school district, and to implement board policy with the power and duties prescribed by the board and the law.

The board shall consider applicants that meet or exceed the standards set by the Nebraska Department of Education and the qualifications established in the job description for the superintendent position. In employing a superintendent, the board shall consider the qualifications, credentials and records of the applicants without regard to race, color, religion, sex, national origin, age, or disability. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing a superintendent, the board shall also consider the school district's educational philosophy, financial situation, organizational structure, education programs, and other factors deemed relevant by the board.

The board may contract for assistance in the search for a superintendent.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
 42 U.S.C. §§ 2000e et seq. (1994).

Cross Reference: 201.01 Board Powers and Responsibilities
 301 Administrative Structure

Approved:
Reviewed:
Revised:

302.02 - SUPERINTENDENT CONTRACT AND CONTRACT NONRENEWAL

It shall be the responsibility of the board to provide the contract for the position of superintendent. The length of the contract for employment between the superintendent and the board shall be determined by the board, but shall not exceed three years. The contract will begin on July 1 and end on June 30. The contract shall state the terms of employment.

Before the board approves a proposed contract for superintendent services, or any proposed amendment to an existing contract, the board shall publish a copy of the contract or amendment, and a reasonable estimate and description of all current and future costs to the district if the proposed contract or amendment were to be approved, at least three days before the board meeting at which it will be considered. This publication shall also specify the date, time, and place of this public meeting. Electronic publication on the web site of the district shall satisfy this publication requirement if it is prominently displayed and allows public access to the entire proposed contract or amendment. The board is not required to publish the contract of a newly hired superintendent prior to board approval of the contract.

After the board approves the contract or contract amendments the board shall publish a copy of the contract, and a reasonable estimate and description of all current and future costs to the district that will be incurred as a result of the contract, within two days after the board meeting at which it was approved. Electronic publication on the web site must be prominently displayed as described above.

After approval of the contract or contract amendments, the board shall file a copy of the contract or amendments with the State Department of Education on or before August 1.

The superintendent serves the board as a probationary certificated employee, regardless of length of service. The superintendent's contract shall be deemed renewed and will remain in full force unless it is amended or not renewed. The superintendent and board may mutually agree to terminate the superintendent's contract at any time.

In the event of nonrenewal, termination or amendment of a contract, the board shall afford the superintendent notice of its intent by February 15 of the presently contracted year. Unless continued by mutual written agreement according to statutory procedures, the board shall take final action on the contract by May 15.

If the superintendent wishes to resign, to be released from a contract, or to retire, the superintendent must comply with board policies dealing with retirement, release or resignation.

Legal Reference: Neb. Statute 79-822 et seq.

Approved:

Reviewed:
Revised:

302.03 - SUPERINTENDENT SALARY AND OTHER COMPENSATION

The board has complete discretion to set the salary of the superintendent. It shall be the responsibility of the board to set the salary and benefits of the superintendent at a level that will include consideration of, but not be limited to, the economic condition of the school district and the training, experience, skill, and demonstrated competence of the superintendent. The salary shall be set at the beginning of each contract term as well as each successive year.

In addition to the salary and benefits, the superintendent's actual and necessary expenses shall be paid by the school district when the superintendent is performing work-related duties. It shall be within the discretion of the board to pay dues to professional organizations for the superintendent. The information and professional relationships offered by these organizations are an important component in assisting the superintendent with the successful completion of his or her duties.

The board also sees the importance of regional and national educational advancement and exposure, and shall/may pay all; reasonable transportation, lodging, meal, and conference expenses for the superintendent to attend a national convention or educational workshop offering at least every three years, to be placed on a rotational schedule with the principals in the district, upon board approval.

The board may approve the payment of dues and other benefits or compensation over and above the superintendent's contract. Approval of dues and other benefits or compensation shall be included in the records of the board in accordance with board policy.

Cross Reference: 302 Superintendent

Approved:

Reviewed:

Revised:

302.04 - SUPERINTENDENT DUTIES

The board employs a superintendent of schools to serve as the chief executive officer of the board. The board delegates to the superintendent the authority to implement board policy and to execute decisions made by the board concerning the internal operations of the school district, unless specifically stated otherwise.

The superintendent shall be responsible for the implementation and execution of board policy and the observance of board policy by employees and students. The superintendent shall be responsible for overall supervision and discipline of employees and the education program.

In executing the above-stated duties, the superintendent shall consider the financial situation of the school district as well as the needs of the students. Specifically the superintendent:

- Interprets and implements all board policies and all state and federal laws relevant to education;
- Supervises, either directly or through delegation, all activities of the school system according to, and consistent with, the policies of the board;
- Represents the board as a liaison between the school district and the community;
- Establishes and maintains a program of public relations to keep the public well-informed of the activities and needs of the school district, effecting a wholesome and cooperative working relationship between the school district and the community;
- Attends and participates in all meetings of the board, except when the superintendent's employment or salary is under consideration when the superintendent has been excused, and makes recommendations affecting the school district;
- Reports to the board on such matters as deemed material to the understanding and proper management of the school district or as the board may request;
- Assumes responsibility for the overall financial planning of the district and for the preparation of the annual budget, and submits it to the board for review and approval;
- Establishes and maintains efficient procedures and effective controls for all expenditures of school district funds in accordance with the adopted budget, subject to the direction and approval of the board;
- Files, or causes to be filed, all reports required by law;
- Makes recommendations to the board for the selection of employees for the school district;
- Makes and records assignments and transfers of all employees pursuant to their qualifications;
- Employs such employees as may be necessary, within the limits of budgetary provisions and subject to the board's approval;
- Recommends to the board, for final action, the promotion, salary change, demotion, or dismissal of any employee;
- Prescribes rules for the classification and advancement of students, and for the transfer of students from one building to another in accordance with board policies;

- Summons employees of the school district to attend such regular and occasional meetings as are necessary to carry out the education program of the school district;
- Supervises methods of teaching, supervision, and administration in effect in the schools;
- Attends such conventions and conferences as are necessary to keep informed of the latest educational trends;
- Accepts responsibility for the general efficiency of the school system, for the development of the employees, and for the educational growth and welfare of the students;
- Defines educational needs and formulates policies and plans for recommendation to the board;
- Makes administrative decisions necessary for the proper functioning of the school district;
- Responsible for scheduling the use of buildings and grounds by all groups and/or organizations;
- Acts as the purchasing agent for the board, and establishes procedures for the purchase of books, materials and supplies;
- Approves vacation schedules for employees;
- Conducts periodic district administration meetings;
- Supervises the establishment or modification of the boundaries of school attendance and transportation areas subject to approval of the board;
- Directs studies of buildings and sites, taking into consideration population trends and the educational and cultural needs of the district in order to ensure timely decisions by the board and the electorate regarding construction and renovation projects; and,
- Performs other duties as may be assigned by the board.

This list of duties shall not act to limit the board's authority and responsibility over the superintendent. In executing these duties and others the board may delegate, the superintendent shall consider the school district's financial condition as well as the needs of the students in the school district.

Cross Reference: 205 School Board Policy Process
 301 Administrative Structure

Approved:
 Reviewed:
 Revised:

302.05 - SUPERINTENDENT EVALUATION

The board will conduct an ongoing evaluation of the superintendent's skills, abilities, and competence. At a minimum, the board will formally evaluate the superintendent twice in the first year and annually thereafter. The goal of the superintendent's formal evaluation is to ensure the education program for the students is carried out, promote growth in effective administrative leadership, clarify the superintendent's role, clarify the immediate priorities of the board, and develop a working relationship between the board and the superintendent.

The formal evaluation will be based upon the following principles:

The evaluation criteria shall be in writing, clearly stated and mutually agreed upon by the board and the superintendent. The criteria will be related to the job description and the school district's goals;

At a minimum, the evaluation process will be conducted annually at a time agreed upon;

Each board member shall have an opportunity to individually evaluate the superintendent, and these individual evaluations will be compiled into an overall evaluation by the entire board;

The board as a whole may discuss its evaluation with the superintendent in open or closed session as appropriate if there will be criticism of the superintendent but if going into closed session shall follow the requirements of policy 204.06 Closed Sessions;

The individual evaluation by each board member, if individual board members so desire, will not be reviewed by the superintendent. Board members are encouraged to communicate their criticisms and concerns to the superintendent in the closed session; and

The board will complete the evaluation process by reaching consensus on goals or priorities for the superintendent for the next period of evaluation.

Any thorough evaluation of the Superintendent will likely have both positive and negative comments interspersed throughout the discussion. If the board enters into closed session it must clearly be to prevent needless harm to the reputation of an individual or for the protection of the public interest. Policy 204.06 Closed Sessions should be followed in all respects when going into or coming out of closed session.

The board president will develop a written summary of the individual evaluations, including both the strengths and the weaknesses of the superintendent, and place it in the superintendent's personnel file to be incorporated into the next cycle of evaluations.

This policy supports and does not preclude the ongoing, informal evaluation of the superintendent's skills, abilities and competence. The written evaluation should be completed between the December and February board meetings each year.

Legal Reference: Neb. Statute 79-828

Cross Reference: 204.06 Closed Sessions

Approved:

Reviewed:

Revised:

302.06 - SUPERINTENDENT PROFESSIONAL DEVELOPMENT

The board encourages the superintendent to continue professional growth by being involved in professional organizations, attending conferences, continuing education, and participating in other professional activities.

It shall be the responsibility of the superintendent to arrange the superintendent's schedule in order to enable attendance at various conferences and events. If a conference or event requires the superintendent to be absent from the office for more than four days, requires overnight travel, or involves unusual expense, the superintendent shall bring it to the attention of the board president prior to attending the event.

The superintendent shall report to the board after an event.

Cross Reference: 303.07 Administrator Professional Development
 402.08 Employee Travel Compensation

Approved:
Reviewed:
Revised:

302.07 - SUPERINTENDENT CIVIC ACTIVITIES

The board encourages the superintendent to be involved in the school district community by belonging to school district community organizations and attending and participating in school district community activities.

It shall be the responsibility of the superintendent to become involved in school district community activities and events. The board may include a lump sum amount as part of the superintendent's compensation to be used specifically for paying the annual fees of the superintendent for school district community activities and events if, in the board's judgment, the superintendent's participation will further the public purpose of promoting and deriving support for the school district and public education in general.

Cross Reference: 302.03 Superintendent Salary and Other Compensation
 303.08 Administrator Civic Activities

Approved:
Reviewed:
Revised:

302.08 - SUPERINTENDENT CONSULTING/OUTSIDE EMPLOYMENT

The superintendent's position is considered full-time employment. The board expects the superintendent to give the responsibilities of the position precedence over other employment. The superintendent may accept consulting or outside employment for pay as long as, in the judgment of the board, the work is conducted on the superintendent's personal time and it does not interfere with the performance of the superintendent's duties.

The board reserves the right, however, to request that the superintendent cease the outside employment as a condition of continued employment. The board shall give the superintendent thirty days notice to cease outside employment.

Nothing in this policy shall contradict the language of the superintendent contract in force.

Cross Reference: 302.02 Superintendent Contract and Contract Nonrenewal
 302.04 Superintendent Duties

Approved:

Reviewed:

Revised:

303 - Administrative Employees

303.01 - ADMINISTRATIVE POSITIONS

The school district shall have, in addition to the superintendent, the following administrative positions, although a change in conditions such as enrollment may necessitate further changes:

Elementary Principal

Secondary Principal

Director of Instructional Services (this can be combined with another assignment)

These administrators shall work closely with the superintendent in the day-to-day operations of the school district.

It shall be the responsibility of these administrators to uphold board policy, to instill a positive, cooperative environment with employees, and to share their expertise with each other and the board under the management team concept.

Cross Reference: 301 Administrative Structure

Approved:

Reviewed:

Revised:

303.02 - ADMINISTRATOR QUALIFICATIONS, RECRUITMENT, APPOINTMENT

The board shall employ building principals and other administrators, in addition to the superintendent, to assist in the daily operations of the school district.

The board shall consider applicants who meet or exceed the standards set by the Nebraska Department of Education and the qualifications established in the job description for the position. In employing an administrator, the board shall consider the qualifications, credentials and records of the applicants without regard to race, color, religion, sex, national origin, age, or disability. In keeping with the law, however, the board will consider the veteran status of the applicants. The board will look closely at the training, experience, skill and demonstrated competence of qualified applicants in making its final decision.

In choosing an administrator, the board shall also consider the school district's educational philosophy, financial condition, organizational structure, education programs, and other factors deemed relevant by the board.

It shall be the responsibility of the superintendent to make a recommendation to the board for filling an administrative position, based on the requirements stated in this policy. The board shall act only on the superintendent's recommendation.

The board may contract for assistance in the search for administrators.

Approved:

Reviewed:

Revised:

303.03 - ADMINISTRATOR CONTRACT AND CONTRACT NONRENEWAL

The length of the contract for employment between an administrator and the board shall be determined by the board and stated in the contract, but shall not exceed three years. The contract shall also state the terms of the employment.

The first three years of a contract issued to a newly employed administrator shall be considered a probationary period. In the event of termination of a probationary or nonprobationary contract, the board shall follow applicable state statutes.

Administrators whose contracts will be recommended for termination, amendment or nonrenewal by the board will receive notice prior to April 15. The superintendent shall make a recommendation to the board for the termination of the administrator's contract.

It shall be the responsibility of the superintendent to create a contract for each administrative position.

Administrators who wish to resign, to be released from a contract, or to retire, must comply with board personnel policies regarding the areas of resignation, release or retirement.

Legal Reference: Neb. Statute 79-831

Approved:

Reviewed:

Revised:

303.04 - ADMINISTRATOR SALARY AND OTHER COMPENSATION

The board has complete discretion to set the salary of the administrators. It shall be the responsibility of the board to set the salary and benefits of the administrators at a level that will include consideration of, but not be limited to, the economic condition of the school district and the training, experience, skill, and demonstrated competence of the administrators. Comparisons may be used from other districts with similar size and concerns. Other conference schools as well as those in the district's array will also be considered. Consideration of the salary will take place annually.

In addition to the salary and benefits agreed upon, the administrator's actual and necessary expenses shall be paid by the school district when the administrator is performing work-related duties. The board shall approve the payment of other benefits or compensation over and above the administrator's contract. Approval of other benefits or items of an administrator's compensation shall be included in the records of the board in accordance with board policy.

Approved:

Reviewed:

Revised:

303.05 - ADMINISTRATOR DUTIES

Administrators shall be hired by the board to assist the superintendent in the day-to-day operations of the school district.

Each attendance center shall have a building principal responsible for the administration and operation of the attendance center. Each building principal, as chief administrator of the assigned attendance center, shall be responsible for the building and grounds, for the students and employees assigned to the attendance center, for school activities at the attendance center, for the education program offered in the attendance center, and the budget for the attendance center. The principal shall be considered the professional advisor to the superintendent in matters pertaining to the attendance center supervised by the principal. Although the principals serve under the direction of the superintendent, duties of the principal may include, but not be limited to the following:

- Cooperate in the general organization and plan of procedure in the school under the superintendent's supervision;
- Supervision of the teachers in the principal's attendance center;
- Maintain the necessary records for carrying out delegated duties;
- Work with the superintendent in rating, recommending and selecting supervised employees whenever possible;
- Work with the superintendent in determining the education program to be offered and in arranging the schedules. As much of the schedule as possible should be made before school closes for summer vacation. In the matter of courses offered, the final approval rests with the superintendent who is in turn responsible to the board;
- Ensure that proper care is taken of all school books, supplies, materials, equipment, furniture and facilities;
- Instruct teachers to make a complete annual inventory of all school property contained in their individual rooms. This inventory shall be reviewed and filed with the board secretary;
- Investigate excessive cases of absence or tardiness of students and notify the parents or guardians of unexcused absence or tardiness. All such cases should be reported to the superintendent;
- Make such reports from time to time as the superintendent may require;
- Maintain the regular schedule of school hours established by the board and make no temporary changes in the schedule without the consent of the superintendent;
- Promptly notify the superintendent whenever ventilation, sanitation or heating of the building is unsatisfactory;
- Contribute to the formation and implementation of general policies and procedures of the school;
- Perform such other duties as may be assigned by the superintendent of schools.

This list of duties shall not act to limit the board's authority and responsibility over the position of the administrators. In executing these duties and others the board may delegate, the administrators shall consider the school district's financial condition as well as the needs of the students in the school district.

Cross Reference: 301 Administrative Structure

Approved:

Reviewed:

Revised:

303.06 - ADMINISTRATOR EVALUATION

The superintendent shall conduct an ongoing process of evaluating the administrators on their skills, abilities, and competence. At a minimum, all administrators will be evaluated annually, and twice during the first year. Administrators who are new or probationary certificated employees shall be evaluated at least once each semester. The goal of the formal evaluation process is to ensure that the educational program for the students is carried out, promote growth in effective administrative leadership for the school district, clarify the administrator's role as defined by the board and the superintendent, determine areas in need of improvement, clarify the immediate priorities of the responsibilities listed in the job description, and develop a working relationship between the superintendent and the administrator.

The superintendent is responsible for designing an administrator evaluation instrument. The formal evaluation shall include written criteria related to the job description. The superintendent, after receiving input from the administrators, shall present the formal evaluation instrument to the board for approval.

The formal evaluation shall also include an opportunity for the administrator and the superintendent to discuss the written criteria, the past year's performance and the future areas of growth. The evaluation shall be completed by the superintendent, signed by the administrator and filed in the administrator's personnel file.

It shall be the responsibility of the superintendent to conduct a formal evaluation of all administrators prior to March 15.

This policy supports and does not preclude the ongoing informal evaluation of the administrator's skills, abilities and competence.

Legal Reference: Neb. Statute 79-828
 NDE Rule 10-007.06

Approved:
Reviewed:
Revised:

303.07 - ADMINISTRATOR PROFESSIONAL DEVELOPMENT

The board encourages the administrators to continue their professional growth by becoming involved in professional organizations, attending conferences, continuing their education, and participating in other professional activities.

It shall be the responsibility of the administrators to arrange their schedules in order to attend various conferences and events in which they are involved. Prior to attendance at an event, the administrator must receive approval from the superintendent. In the case where overnight travel or unusual expense is involved, the superintendent shall bring it to the attention of the board prior to the administrator attending the event.

Attendance at a regional or national conference or workshop will also be provided for each administrator every three years, at district expense, with a rotating schedule of attendance followed, including the superintendent.

The administrator shall report to the superintendent after an event.

Cross Reference: 302.06 Superintendent Professional Development
 402.08 Employee Travel Compensation

Approved:

Reviewed:

Revised:

303.08 - ADMINISTRATOR CIVIC ACTIVITIES

The board encourages the administrators to be involved in the school district community by belonging to community organizations, and by attending and participating in school district community activities.

It shall be the responsibility of the administrators to become involved in school district community activities and events. The board may include a lump sum amount as part of the administrator's compensation to be used specifically for paying the annual fees of the administrator for school district community activities and events if, in the board's judgment, the administrator's participation will further the public purpose of promoting and deriving support for the school district and public education in general. It shall be within the discretion of the board to pay annual fees for professional organizations and activities.

Cross Reference: 303.07 Superintendent Civic Activities

Approved:

Reviewed:

Revised:

303.09 - ADMINISTRATOR CONSULTING/OUTSIDE EMPLOYMENT

An administrative position is considered full-time employment. The board expects administrators to give the responsibilities of their positions in the school district precedence over other employment. An administrator may accept consulting or outside employment for pay as long as, in the judgment of the board and the superintendent, the work is conducted on the administrator's personal time and it does not interfere with the performance of the administrative duties contracted by the board.

The board reserves the right, however, to request the administrator cease the outside employment as a condition of continued employment. The board shall give the administrator thirty days notice to cease outside employment.

Approved:

Reviewed:

Revised:

304 - Policy Implementation

304.01 - DEVELOPMENT AND ENFORCEMENT OF ADMINISTRATIVE REGULATIONS

Administrative regulations may be necessary to implement board policy. It shall be the responsibility of the superintendent to develop administrative regulations.

In developing the administrative regulations, the superintendent may consult with administrators or others likely to be affected by the regulations. Once the regulations are developed, employees, students and other members of the school district community shall be informed in a manner determined by the superintendent.

The board shall be kept informed of the administrative regulations utilized and their revisions. The board may review and recommend change of administrative regulations prior to their use in the school district if they are contrary to the intent of board policy.

It shall be the responsibility of the superintendent to enforce administrative regulations.

Cross Reference: 205 School board Policy Process

Approved:

Reviewed:

Revised:

304.02 - MONITORING OF ADMINISTRATIVE REGULATIONS

The administrative regulations shall be monitored and revised when necessary. It is the responsibility of the superintendent to monitor and revise the administrative regulations.

The superintendent may rely on the board, administrators, employees, students, and other members of the school district community to inform the superintendent about the effect of and possible changes in the administrative regulations.

Cross Reference: 205 School Board Policy Process

Approved:

Reviewed:

Revised:

304.03 - HANDBOOKS AND DIRECTIVES

In order that the necessary board policies, regulations, school rules and procedures may be known by all staff members, patrons, students and parents affected, district administrators and principals are granted authority to issue staff and student/parent handbooks.

It is essential that the contents of all handbooks conform with district policies and regulations. It is also important that all handbooks bearing the name of the district or one of its schools be of a quality that reflects favorably on the district. The board, therefore, expects all handbooks to be adopted by the board and/or superintendent or designee before publication. They will be considered and adopted each year prior to classes beginning, usually at the August Board Meeting.

The board will review and approve district personnel handbooks in order that the contents may be accorded the legal status of board-approved policy and regulation. The superintendent will use his/her judgment as to whether other specific handbooks need board approval. However, all handbooks published are to be made available to the board for informational purposes.

Approved:

Reviewed:

Revised:

305.00 - ADMINISTRATOR CODE OF ETHICS

Administrators, as part of the educational leadership in the school district community, represent the views of the school district. Their actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, administrators shall conduct themselves professionally and in a manner fitting to their position.

In keeping with the spirit of the American Association of School Administrators standards, each administrator shall follow the code of ethics stated in this policy. Failure to act in accordance with this code of ethics or in a professional manner, in the judgment of the board, shall be grounds for discipline up to, and including, discharge.

The professional school administrator:

- Upholds the honor and dignity of the profession in actions and relations with students, colleagues, board members and the public;
- Obeys local, state and national laws; holds to high ethical and moral standards; and gives loyalty to this country and to the cause of democracy and liberty;
- Accepts the responsibility to master and contribute to the growing body of specialized knowledge, concepts, and skills which characterize school administration as a profession;
- Strives to provide the finest possible educational experiences and opportunities to the members of the school district community;
- Seeks to preserve and enhance the prestige and status of the profession when applying for a position or entering into contractual agreements;
- Carries out in good faith the policies duly adopted by the local board and the regulations of state authorities and renders professional service;
- Disallows consideration of private gain or personal economic interest to affect the discharge of professional responsibilities;
- Recognizes public schools are the public's business and seeks to keep the public informed about their schools; and,
- Supports and practices the management team concept.

Cross Reference: 405 Employee Conduct and Appearance

Approved:

Reviewed:

Revised:

Section 400 - Personnel

401.00 - GOALS AND OBJECTIVES OF PERSONNEL POLICIES

Through its personnel policies, the board wishes to establish conditions that will attract and hold the highest qualified personnel for all positions who will devote themselves to the education and welfare of the students. Provisions for the implementation of adopted personnel policies should include channels of communication and procedures for the handling of professional and ethical problems, through which all persons or groups affected, may voice their opinions. To keep its personnel policies, and the corresponding administrative regulations, in the highest state of effectiveness to achieve the above purposes, the superintendent is directed to establish the procedures needed.

All employees of the school district are subject to the policies of the Board of Education, applicable laws, and current employee agreements.

Approved:

Reviewed:

Revised:

402 - Employees and Internal Relations

402.01 - EQUAL OPPORTUNITY EMPLOYMENT

The Hemingford School District #10 shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and non-discrimination laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. Employees will support and comply with the district's established equal employment opportunity and non-discrimination policies. Employees shall be given notice of this policy annually. The board shall appoint an employee to serve as non-discrimination compliance coordinator.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Nebraska Department of Education for the position for which they apply. In employing individuals, the district will not discriminate in any aspect of employment with regard to race, color, religion, national or ethnic origin, sex, disability, age, marital status, genetic background, veteran status, pregnancy, or childbirth or related medical condition.

Advertisements and notices for vacancies within the district shall contain the following statement: "The Hemingford School District is an equal opportunity employer (EOE)." The statement shall also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, and including the implementation of Title VI, Title IX, Americans with Disability Act, or Section 504 of the Rehabilitation Act of 1973 shall be directed to:

Name and/or Title: Superintendent

Address: 911 Niobrara St., P.O. Box 217, Hemingford, NE 69348

Telephone No.: 308-487-3328

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and non-discrimination laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0599, the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall South, 5th floor, P.O. Box 94394, Lincoln, NE 68509-4934, (402) 471-2024 or (800) 642-6112 or by email to OCR.KansasCity@ed.gov.

This inquiry or complaint to the federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and procedures for filing a complaint are available at the website of the Nebraska Equal Opportunity Commission, <http://www.neoc.ne.gov/comp/comp.htm>.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
42 U.S.C. §§ 2000e et seq. (1994).
42 U.S.C. §§ 12101 et seq. (1994).
Neb. Statute 48-1101 et seq. (Nebr. Fair Employment Practice Act)

Cross Reference: 103 Equal Educational Opportunity
404.06 Harassment by Employees
406.02 Certificated Employee Qualifications, Recruitment
and Selection
412.02 Support Staff Qualifications, Recruitment and
Selection

Approved:
Reviewed:
Revised:

402.01R1 - TITLE IX COMPLAINTS AND GRIEVANCE PROCEDURE CONCERNING DISCRIMINATION

I. Definitions

- A. Grievance: Grievance means a complaint alleging any action, policy, procedure or practice which would be prohibited by Title IX.
- B. Title IX: Title IX means Title IX of the Education Amendments of 1972, the 1980 implementing regulation, and any memoranda, directives, guidelines or subsequent legislation that may be issued or enacted.
- C. Grievant: Grievant means a student or employee of Hemingford Public School District #10 who submits a grievance relevant to Title IX or an individual or group submitting a grievance in behalf of a student(s) or employee(s).
- D. Hemingford Public School District #10: Any reference to Hemingford Public School District #10 means any school, department, subunit or program operated by Hemingford Public School District #10.
- E. Title IX Coordinator: Title IX coordinator means the employee(s) designated to coordinate Hemingford Public School District #10's efforts to comply with and carry out its responsibilities under Title IX and the Title IX implementing regulation.
- F. Respondent: Respondent means a person alleged to be responsible, or who may be responsible for the Title IX violation alleged in a grievance. The term may be used to designate persons with direct responsibility for a particular action or those persons with supervisory responsibility for procedures and policies in those areas covered in the grievance.
- G. Hearing Officer: Hearing officer means the representative(s) of Hemingford Public School District #10 or of its governing body who is delegated authority for hearing/resolving a grievance at a specified level of grievance processing.
- H. Grievance Answer: Grievance answer means the written statement of the respondent regarding the grievance allegation and possible corrective action.
- I. Grievance Decision: Grievance decision means the written statement of a hearing officer of his/her findings regarding the validity of the grievance allegation and the corrective action to be taken.
- J. Day: Day means a working day; the calculation of days in grievance processing shall exclude Saturdays, Sundays and holidays.
- K. Corrective Action: Corrective action means action which is taken by Hemingford Public School District #10 to eliminate or modify any policy, procedure or practice found to be in violation of Title IX and/or to provide redress to any grievant injured by the identified violation.

II. Filing of Grievances

- A. Eligibility for Filing: Any student or employee, or any individual or group acting in behalf of a student or employee may file any grievance with the Title IX coordinator.
- B. Pre-grievance Meetings: Prior to the filing of a written grievance, the grievant(s) may request a pre-grievance meeting with the respondent alleged to be directly responsible for the Title IX violation and/or persons with immediate supervisory authority related to

the grievance. These persons shall make reasonable efforts to meet with any student/or employee to discuss Title IX matters that the students or employees may wish to bring to their attention. Such a pre-grievance meeting shall be at the option of the grievant(s); it shall not be a precondition for the submission of a written grievance.

- C. Grievance Filing: Grievances filed with the Title IX coordinator shall be in writing and provide the following information: name and address of grievant(s); nature and date of alleged violation; names of persons responsible for the alleged violation (where known); requested relief or corrective action (specification of desired relief shall be the option of the grievant); and any background information the grievant believes to be relevant (e.g., names of other persons affected by the violation, etc.).
- D. Grievance Forms: A grievance form shall be prepared by the Title IX coordinator to facilitate the filing of the grievance. These forms may be obtained from the Title IX coordinator. The grievant shall have the right to request assistance from the Title IX coordinator's office, or any other individual, group, or organization, to assist in the preparation of the form or in the filing of the grievance.
- E. Time Limit for Grievance Filing: A grievance must be filed within 60 days of the occurrence of the alleged Title IX violation.

III. Initial Processing of Grievances

- A. Notification of Respondents: Within five days of the filing of a grievance, the Title IX coordinator shall notify the respondent(s) of the grievance and of her/his responsibility for submission of a written grievance answer within five days after receipt of the grievance notification.
- B. Respondent's Grievance Answer: The respondent(s) receiving a copy of a grievance shall, within ten days, submit a written grievance answer to the grievant and the Title IX coordinator. Such answer shall 1) confirm or deny each fact alleged in the grievance; 2) indicate the extent to which the grievance has merit; and 3) indicate acceptance or rejection of any desired redress specified by the grievant, or outline an alternative proposal for redress.
- C. Referral to Hearing Officer: Within five days after receipt of the respondent's written grievance answer, the Title IX coordinator shall refer the grievance and the grievance answer to the hearing officer. If no grievance answer has been received on the fifth day after notification of the respondent and his/her immediate supervisor. If no grievance answer has been received within five days after issuance of this notice, the Title IX coordinator shall refer the grievance to the appropriate hearing officer with a notice of non-response. A notice of non-response shall also be sent to the grievant.

IV. Grievance Processing Levels

- A. All grievances will begin processing at Level I unless referred to Level II or III by the Title IX coordinator. The Title IX coordinator will determine the appropriate processing level. If the grievance is referred to Level II or III for first processions, the Title IX coordinator shall briefly state the reason's for this decision in the referral.
- B. Level I:

1. Level I hearing officer: The hearing officer serving in all Level I grievance activities shall be the secondary school principal or his/her designee. If the secondary principal is the respondent, the Title IX coordinator shall assign an alternate hearing officer or refer the investigation directly to Level II.
2. Written grievance decision by Level I hearing officer: When a grievance and grievance answer (or notice of non-response) are referred to Level I for first processing, the Level I hearing officer shall, within ten days of referral, conduct an initial investigation and submit a written grievance decision to the grievant, the respondent, and the Title IX coordinator. The decision shall:
 - 1) confirm or deny each fact alleged in the grievance and in the respondent's answer;
 - 2) indicate the extent to which the grievance has merit;
 - 3) indicate acceptance or rejection of any redress specified by the grievant or respondent, or
 - 4) indicate that the hearing officer will conduct an informal hearing on the grievance before rendering a decision.
3. Response to written grievance decision by grievant and respondent-request for informal Level I hearing: If the decision is not accepted by either the grievant or the respondent, he or she shall so notify the Title IX coordinator in writing within five days of the receipt of the grievance decision, and state his/her request for a Level I informal hearing. If, within five days of the issuance of the written grievance decision, no written request for an informal Level I hearing has been received from either the grievant or the respondent by the Title IX coordinator, any corrective action specified in the decision shall be taken, and the grievance shall be considered closed.
4. Nature of a Level I informal hearing: A Level I informal hearing shall be conducted in two circumstances:
 - a. The Level I hearing officer determines, after conducting an initial investigation, that the information is insufficient to permit the rendering of a grievance decision; or
 - b. Either the grievant or the respondent is dissatisfied with the written grievance decision of the Level I hearing officer. Its purpose shall be to encourage free and informal discussion of grievance issues between the grievant, the respondent, and the Level I hearing officer.
5. Scheduling of Level I informal hearing: A Level I informal hearing shall be scheduled by the Title IX coordinator within five days of the receipt of a request for such hearing from the grievant, the respondent, or the Level I hearing officer. The Title IX coordinator (or the designated representative) shall schedule the hearing at a time and place acceptable to all parties, not to exceed ten days after the receipt of a request for such a hearing.
6. Persons present at the informal hearing: Persons present at the informal hearing shall include the grievant, the respondent, and any individual requested by either party to provide assistance relevant to consideration of the grievance and the Level I hearing officer. The Title IX coordinator shall be present to act as moderator if requested by the Level I hearing officer.

7. Procedures governing the conduct of the Level I informal hearing: Any procedures established to govern the conduct of the Level I informal hearing shall be at the discretion of the Title IX coordinator.
8. Level I informal hearing decision: Within five days after the informal hearing, the Level I hearing officer shall issue a written hearing decision which includes a statement regarding the validity of the grievance allegation, and a specification of any corrective action to be taken. This decision shall specify the reasons on which the decision is based. Copies of the decision shall be sent to the grievant, the respondent and the Title IX coordinator.
9. Continued discussions: In the event that the grievance cannot be adequately discussed or resolved during the course of the informal hearing, the respondent and the hearing officer may agree to continue the informal hearing at a time and place acceptable to all parties. In this event the written decision shall not be required until five days after the final informal hearing.
10. Acceptance or rejection of hearing decision by the grievant: If the grievant rejects the Level I hearing decision, he/she shall, within ten days of the receipt of the hearing decision, notify the Title IX coordinator of his/her intent to appeal the grievance to Level II. This notification shall be in writing. If no such notification is received by the Title IX coordinator within this time period, any corrective action specified in the hearing decision shall be taken, and the grievance will be recorded as closed by the Title IX coordinator.
11. No written decision by Level I hearing officer: In the event that no written decision is issued by the Level I hearing officer within five days after the Level I informal hearing, the Title IX coordinator shall, on the fifth day, send a notice of non-response to the Level I hearing officer and to his/her immediate supervisor. If no response is received by the tenth day following the Level I hearing, the grievance shall be immediately referred by the Title IX coordinator for processing at Level II. This referral shall consist of the scheduling of a time and place for a Level II hearing, and notification of the grievant, the respondent and the Level II hearing officer.

C. Level II:

1. Level II hearing officer: The officer serving in all Level II grievance activities shall be the Superintendent of Hemingford Public School District #10 or his/her designee.
2. Nature of a Level II hearing: A Level II hearing shall be conducted in three circumstances:
 - a. A grievant is not satisfied with the decision rendered in a Level I hearing and appeals the grievance to the Level II by means of written notification to the Title IX coordinator within ten days of the receipt of the Level I hearing decision;
 - b. No written Level I hearing decision is issued by the Level I hearing officer within ten days after the completion of the Level I hearing, and the grievance is immediately referred by the Title IX coordinator for processing at Level II; or
 - c. The grievance involves policies, procedures, or practices which are general throughout the institution/agency and is referred by the Title IX coordinator (or

designated grievance representative) for first processing at Level II, with a written statement regarding the potential pervasiveness of the grievance and the numbers and roles of affected persons.

3. Scheduling of a Level II hearing; notification of participants: The Title IX coordinator shall arrange a date for Level II hearing and notify the grievant, the respondent, and the Level II hearing officer of the time, place and minimum duration of the hearing. The hearing shall be held within ten days after appeal/referral of the grievance to Level II. If any written materials or records relevant to the grievance are transmitted to the Level II hearing officer by the Title IX coordinator at the time of the notification, copies of these materials shall also be transmitted to the grievant and the respondent.
4. Persons present at the Level II hearing: Persons present at the informal hearing shall include the grievant, the respondent, any representative(s) of either the grievant or the respondent, any individual request by either party to provide information relevant to the evaluation of the grievance and the Level II hearing officer. The Title IX coordinator (or designated representative) shall be present to act as moderator and recorder. Hearings shall not be open to other persons unless requested or approved by the grievant.
5. Procedures governing the conduct of the Level II hearing:
 - a. Duration: No hearing shall be less than three hours long, unless all parties consent to a shorter hearing.
 - b. Time allocations: The time established for the duration of the hearing shall be allocated in equal parts to the grievant and the respondent. The Title IX coordinator shall moderate the usage of time. Time utilized in hearing and responding to any questions posed by the hearing officer shall not be charged against the time allocation of either party.
 - c. Grievance witnesses: Both the grievant and the respondent shall have the right to present such witnesses as they deem necessary to develop the facts pertinent to the grievance.
 - d. Questioning of witnesses: Formal rules of evidence shall not be applied at the Level II grievance hearing. The grievant and respondent shall have the right to use their allocated time to ask questions of any person participating in the hearing.
6. Level II hearing decision: Within five days after the Level II hearing, the Level II hearing officer shall issue a written decision which includes a statement regarding the validity of the grievance allegation and a specification of any corrective action to be taken. This decision shall specify the reasons on which the decision is based. Copies of the decision shall be sent to the grievant, the respondent, and the Title IX coordinator.

7. Acceptance or rejection of hearing decision by the grievant: If the grievant rejects the Level II hearing decision, he/she shall, within ten days of the receipt of the hearing decision, notify the Title IX coordinator of his/her intent to appeal the grievance to Level III. This notification shall be in writing. If no such notification is received by the Title IX coordinator within this time period, any corrective action specified in the Level II hearing decision shall be taken, and the grievance will be recorded as closed by the Title IX Coordinator.
8. No written decision by Level II hearing officer: In the event that no written decision is issued by the Level II hearing officer within five days after the Level II hearing, the title IX coordinator shall, on the fifth day, send a notice of non-response to the Level II hearing officer and to her/his immediate supervisor. If no response is received by the tenth day following the Level II hearing, the grievance shall be immediately referred by the Title IX coordinator for processing at Level III. This referral shall consist of a formal notification of the governing board of Hemingford Public School District #10 or its designated representative regarding the appeal of the grievance and a request for determination by the board of the form of Level III processing to be utilized.

D. Level III:

1. Level III hearing officer(s): The hearing officer(s) serving in all Level III activities shall be the governing board of Hemingford Public School District #10 or a representative designated by the board. For purposes of actual grievance hearing, the governing board may delegate authority to a hearing panel established by the board for this purpose.
2. Nature of a Level III hearing: A Level III hearing shall be conducted in three circumstances:
 - a. A grievant is not satisfied with the decision rendered in a Level II grievance hearing and appeals the grievance to Level III by means of written notification to the Title IX coordinator within ten days of the receipt of the Level II hearing decision;
 - b. No written Level II hearing decision is issued by the Level II hearing officer within ten days after the completion of the Level II hearing, and the grievance is immediately referred by the Title IX coordinator for processing at Level III; or
 - c. he grievance involves policies, procedures or practices for which the governing board has primary responsibility and is referred by the Title IX coordinator for first processing at Level III, with a written statement regarding board responsibility for the policies, procedures, or practices alleged to be in violation of Title IX.
3. Alternatives for Level III grievance hearings: For any grievance referred for hearing at Level III, there shall be three alternative methods of grievance processing:
 - a. The grievance hearing may be conducted by the governing board in its entirety;
 - b. The grievance hearing may be conducted by a subgroup of at least three members of the governing board; or
 - c. The grievance hearing may be conducted by a hearing panel established by the board for that purpose, consisting of not fewer that five persons. This method may be requested by the grievant in writing at the time of appeal/ referral of the grievance to

Level III processing. The governing board shall establish and publish criteria relative to the determination of the method of processing to be used for a particular grievance.

4. Determination of method of processing at Level III: The determination of the method to be used for the processing of any particular grievance shall be made by the Title IX coordinator on the basis of the criteria established by the governing board, unless a request for processing by the hearing panel is specified by the grievant in his/her grievance/appeal. Such determination shall be made within five days after referral of the grievance for Level III processing, at which time the appropriate first step for the method selected shall occur.
5. Grievance hearings conducted by the governing board or its subunit - schedule of implementation activities: If it is determined that the Level III hearing shall be conducted by the governing board or its subunit, processing activities shall occur on the following schedule:
 - a. Scheduling of the hearing: The Title IX coordinator shall arrange a date for the Level III hearing and notify the grievant, the respondent and the Level III hearing officer(s) of the time, place and minimum duration of the hearing. This shall be accomplished no later than five days after the appeal/referral of the grievance to Level III for determination of the processing method to be used. If any written materials or records relevant to the grievance are transmitted to the governing board by the Title IX coordinator at the time of notification, copies of these materials shall also be transmitted to the grievant and to the respondent.
 - b. Conducting the hearing: The hearing shall be scheduled for and conducted on a date not to exceed fifteen days after the appeal/referral of the grievance to Level III.
 - c. Issuance of final hearing decision: The board or its subunit shall issue a written decision regarding the validity of the grievance and any corrective action to be taken within ten days after the Level III hearing.
6. Grievance hearings conducted by a hearing panel - schedule of implementation activities: If it is determined that the Level III hearing shall be by a hearing panel established by the governing board, processing activities shall occur on the following schedule:
 - a. Referral of grievance to hearing panel - submission of names of possible panel members to governing board for selection: The Title IX coordinator shall make formal notification to the board of the referral of a grievance for hearing panel processing at Level III. This shall occur no later than five days after the appeal/referral of the grievance to Level III. At the time of this notification, the Title IX coordinator shall submit to the board a list of names of possible hearing panel members.
 - b. Designation of hearing panel members by governing board - notification of grievant and respondent regarding designees by the Title IX coordinator: The members of the panel shall be designated by the governing board or an authorized representative on the basis of criteria specified by the Title IX coordinator. These criteria shall include such factors as representation of the various constituencies of Hemingford Public School District #10, male/female, and racial/ethnic representation, knowledge of the particular grievance area, etc. The governing board shall select a total of not less

- than ten names of potential panel members. The grievant and the respondent shall be notified of the names of the first five designees within ten days after the referral of the grievance to Level III. The grievant and the respondent shall be permitted to challenge not more than three of the panel member's names; such challenges shall be submitted in writing to the Title IX coordinator within two days after notification. If such challenge is made by either party, the protested person(s) shall be replaced by the next person(s) named on the list of designees. Before serving on the hearing panel, each member shall participate in an orientation session provided by the Title IX coordinator or his/her designated representative. There shall be no limitation placed on the number of times that an individual may serve as a panel member.
- c. Scheduling of the hearing: The Title IX coordinator shall arrange a date for the Level III hearing and notify the grievant, the respondent and the designated panel members of the time, place and minimum duration of the hearing. This shall be accomplished no later than ten days after the referral of the grievance to Level III. If any written materials or records relevant to the grievance are transmitted to the panel members by the Title IX coordinator at the time of notification, copies of these materials shall also be transmitted to the grievant and to the respondent. If any of the first five designated panel members are unable to serve on the date scheduled for the hearing, they shall be replaced by the persons whose names appear on the original list of ten designees.
 - d. Conducting of the hearing: The hearing shall be scheduled for and conducted on a date not to exceed twenty days after the appeal/referral of the grievance to Level III.
 - e. Submission of panel recommendations to the governing board: The hearing panel shall make a written notification of its findings to the governing board or its representative within ten days after the Level III hearing. These findings shall include the panel's determination regarding the validity of the grievance and its recommendations for any necessary corrective action, as well as a statement of the reasons on which the findings have been based. Copies of the findings shall be sent to the board, the grievant, the respondent and the Title IX coordinator. All findings and recommendations of the hearing panel shall be determined by majority vote. The procedural steps to be followed during deliberations shall be determined by the hearing panel.
 - f. Issuance of final decision: The governing board or its authorized representative(s) shall consider the recommendations of the hearing panel and issue a final decision regarding the validity of the grievance and any corrective action to be taken within ten days after the receipt of the findings of the hearing panel.
7. Persons present at the Level III hearing: Persons present at the Level III hearing shall include the grievant, the respondent, any representative(s) of either the grievant or the respondent, any individual requested by either party to provide information relevant to the evaluation of the grievance, and those members of the governing board or hearing panel responsible for hearing the grievance. The Title IX coordinator (or designated representative) shall be present to act as recorder. Hearings shall not be open to the other persons unless requested or approved by the grievant.

8. Procedures governing the conduct of the Level III hearing: The specification of detailed procedures for the conduct of the Level III hearings shall be the option of the governing board. General procedures guiding the conduct of Level III hearings shall be, for the most part, similar to those used at Level II.
 - a. Duration: The governing board (or its subunit) or the designated hearing panel shall determine the duration of the hearing. No Level III grievance hearing shall be less than three hours unless all parties consent to a shorter hearing.
 - b. Time allocations: The time established for the duration of the hearing shall be allocated in equal parts to the grievant and the respondent. Usage of time shall be moderated by the person designated by the board or hearing panel to perform this function.
 - c. Grievance witnesses: Both the grievant and the respondent shall have the right to present such witnesses as they deem necessary to develop the facts pertinent to the grievance.
 - d. Questioning of witnesses: Formal rules of evidence shall not be applied at the Level III grievance hearing. The grievant and respondent shall have the right to use their allocated time to ask questions of any person participating in the hearing.
 - e. Introduction of new information: During the hearing of a grievance appealed from Level II, neither party shall be permitted to introduce information not presented at the Level II hearing, unless he/she can show cause as to why it was not introduced at Level II.
 - f. Moderation of Level III hearings: The governing board (or its subunit) or the panel responsible for grievance hearing shall designate a member who shall moderate the Level III hearing to ensure its compliance with all procedural requirements.
9. Level III hearing decision: The governing board of Hemingford Public School District #10 shall issue a written decision which includes a statement regarding the validity of the grievance allegation and a specification of any corrective action to be taken. This decision shall constitute the final decision issued pursuant to any grievance. If the Level III hearing was conducted by the governing board itself or by its subunit, the decision shall be issued within ten days after such hearing. If the Level III hearing was conducted by a hearing panel, the decision shall be issued within ten days after receipt of the findings and recommendations of the hearing panel by the governing board. If the governing board rejects the findings and recommendations of the hearing panel, its decision shall include a statement of its reasons for such rejection, stated in detail. Copies of the decision shall be sent to the grievant, the respondent, the Title IX coordinator and the Superintendent of Hemingford Public School District #10. All Level III hearing decisions shall be based on a majority vote by the governing board or its designated subunit. Any board member in disagreement with the majority shall have the option to prepare a dissenting opinion for inclusion within the final decision. In the case of grievances processed by a Level III hearing panel, the governing board may delegate authority for review/approval of panel recommendations to one member or representative. If a recommendation for rejection of panel recommendations is made by this member or representative, all records shall be transmitted to the governing board, which must approve the rejection by a vote of the majority.

- V. Grievance Appeals
 - A. Grievant Rights: If a grievant is dissatisfied with the grievance decision received at Levels I or II, he/she may appeal the grievance to the next level. Such an appeal shall be made in writing to the Title IX coordinator within ten days of the receipt of the unsatisfactory decision.
 - B. Notification of Rights of Appeal: Upon receipt of the grievance decision from the Level I or Level II hearing officer, the Title IX coordinator shall make written notification to the grievant of his/her right to appeal and of the procedure and deadline for submission of such an appeal.

- VI. General Provisions
 - A. Time Calculations and Extension:
 - 1. Calculation of time: Saturdays, Sundays and holidays shall be disregarded in calculating time periods specified in this grievance procedure.
 - 2. Extension of time: Any time limits set by this procedure may be extended by mutual consent of the grievant(s) and the respondent(s).
 - B. Grievant Right to Information: A grievant(s) may request access to information and records in the possession of the agency/institution which may bear upon the validity of the grievance. If such requested information requires an unreasonable expenditure of resources by the agency/institution, such request may be refused provided that the information is not submitted as evidence by the respondent(s), and that this refusal is considered during the grievance hearing. In order to protect the privacy of persons not directly involved in the grievance proceeding, the institution shall reserve the right to expunge names and any identifying information not directly relevant to the substance of the grievance from any information or records supplied to the grievant.
 - C. Grievant Right to Representation and Assistance:
 - 1. Right to representation: The grievant(s) has the right to be represented by knowledgeable persons, organization, or groups of his/her selection at any point during the initiation, filing, or processing of the grievance. The Title IX coordinator shall provide help in identifying such knowledgeable persons or groups.
 - 2. Right to assistance: The institution/agency shall provide assistance to grievant, including access to copies of the Title IX regulation, related guidelines, memoranda, and other relevant materials supplied the institution by the federal government as well as access to public grievance records. In addition, the Title IX coordinator designated representatives shall provide consultation and assistance in the interpretation of such information and the use of this grievance procedure.
 - D. Training of Grievance Hearing Officers: All persons designated as grievance hearing officers shall receive training regarding Title IX regulatory requirements and nondiscrimination precedents, and the basic principles and operation of this grievance procedure. This training shall be arranged by the Title IX coordinator. The Title IX coordinator shall also provide continuing consultation to hearing officers regarding Title IX requirements and the implementation of this procedure.
 - E. Confidentiality of Grievance Handling:

1. Confidentiality of proceedings: The grievant(s) shall determine whether any grievance hearing or other grievance procedure shall be open to the public or open only to participants.
 2. Confidentiality of file records: A grievant(s) shall have the right to determine whether or not his/her grievance record shall be open or closed to the public. Should the grievant decide that the grievance record shall be open to the public, he/she shall have the additional right to have any matter which directly or indirectly identifies the grievant removed from all grievance records or documents open to the public. No record of the grievance shall be entered in the personal file of any student or employee.
- F. Maintenance of Grievance Records:
1. Recording of grievance hearings:
 - a. Grievant rights: Any grievant may, at his/her expense, record any grievance hearing or proceeding on a tape recorder or similar device.
 - b. Institution/agency responsibility: Level II and Level III grievance hearings shall be recorded on recording devices supplied by the Title IX coordinator. Such recordings shall be made available to the grievant(s) and the respondent(s) at their request. Such recordings shall be maintained for a period of three years after resolution of the grievance.
 2. Maintenance of written grievance records:
 - a. Confidential grievance files: Records shall be kept of each grievance. These shall include, at minimum: the name of the grievant and his/her position in Hemingford Public School District #10; the date of grievance filing; the specific allegation made in the grievance and any corrective action requested; the names of respondents; the levels of processing and the resolution, date, and hearing officer(s) at each level;
 - a. A summary of major points, facts and evidence presented by each party to the grievance; and statement of the final resolution and the nature and date of any corrective action taken. Such records shall be maintained on a confidential basis unless otherwise specified by the grievant.
 - b. Public grievance files: For purposes of the dissemination of grievance precedents, separate file records shall be kept which indicate only the subject matter of each grievance, the resolution of each grievance, and the date of the resolution. These records shall not refer to any specific individuals and they shall be open to the public.
 - c. Duration of maintenance of written grievance records: All written grievance records shall be maintained for a minimum of three years after grievance resolution.
- G. Prohibition of Harassment: No person shall be subject to discharge, suspension, discipline, harassment or any form of discrimination for having utilized or having assisted others in the utilization of the grievance process.
- H. Role of the Title IX Coordinator: It is the primary responsibility of the Title IX coordinator to ensure the effective installation, maintenance, processing, record keeping and notification required by the grievance procedure.

- I. Financial Responsibility for Grievance Processing: All costs involved in the administration of this grievance procedure shall be assumed by Hemingford Public School District #10.

Approved:
Reviewed:
Revised:

402.02 - EMPLOYEE ORIENTATION

Employees must know their role and duties. New employees may be required to participate in an orientation program for new employees. The employee's immediate supervisor should provide the new employee with a review of the employee's responsibilities and duties. Employees involved in child care, custody or control responsibilities shall be given instruction in the handling of emergency situations which might arise in the course of the employee's work. Payroll procedures and employee benefit programs and accompanying forms will be explained to the employee by the principal. The supervisor may wish to review the staff handbook as part of the orientation process.

Teacher Orientation: The principal is responsible for the orientation of new teachers assigned to his or her school. He or she should give information and general directions in regard to the following:

1. The names of fellow teachers, the office secretary, cafeteria personnel, custodians and other special staff personnel who will come to the building.
2. Location and use of physical facilities of the building: classroom, cafeteria, library, teachers' lounge and lavatories.
3. Teaching materials: courses of study, guide books, textbooks, and supplementary materials for grade or subject.
4. Method of ordering books and supplies, securing audiovisual equipment, methods of getting material duplicated, disposing of lost and found articles.
5. Schedule and meaning of all bell signals.
6. Regulations for pupils in building and on school grounds; uses of entrances, exits, lavatories, playground areas, equipment and activities; regulations for pupils during, before and after school hours.
7. Directions regarding building meeting, in-service training meetings, other meetings, assignments to school committees, fire drill regulations, policies concerning teachers' absence, attendance dismissal, excuse of pupils from school, etc.
8. The goals and aspirations of the schools.
9. School system policies and regulations and handbooks.
10. School system Teacher Evaluation policy.

Legal Reference: Nebraska Statute 79-802

Cross Reference: 401 Guiding Principles for Employees
405 Employee Conduct and Appearance
407 Certificated Employee Compensation and Benefits
413 Support Staff Compensation and Benefits

Approved:

Reviewed:

Revised:

402.03 - EMPLOYEE CONFLICT OF INTEREST

Employees' use of their position with the school district for financial gain shall be considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee or employee's spouse without the approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may require the employee to immediately cease such solicitations as a condition of continued employment.

Employees shall not act as an agent or dealer for the sale of textbooks or other school supplies. Employees shall not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or to parents. Employees shall not engage in outside work or activities where the source of information concerning the customer, client or employer originates from information obtained because of the employee's position in the school district.

It shall also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest shall be deemed to exist shall include, but not be limited to, any of the following:

The outside employment or activity involves the use of the school district's time, facilities, equipment and supplies or the use of the school district's badge, uniform, business card or other evidences of office to give the employee or the employee's immediate family an advantage or monetary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the school district.

The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the employee's immediate family from anyone other than the school district for the performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours during which the employee performs service or work for the school district.

The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment or activity. If the activity or employment falls under (3), then the employee must:

Cease the outside employment or activity; or

Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

It shall be the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

Legal Reference: NDE Rule 27.004.03F

Cross Reference: 202.02 Board Member Conflict of Interest
403.04 Gifts to Employees
403.06 Employee Outside Employment

Approved:
Reviewed:
Revised:

402.05 - EMPLOYEE GRIEVANCES

School employees are encouraged to solve difficulties and problems within the school or department in which they are employed. In the event that a difficulty or grievance cannot be settled within the school or department, the employee is encouraged to bring the matter to the attention of the district administrator in charge of certificated personnel. This grievance procedure serves to secure, at the lowest possible administrative or supervisory level, proper and equitable solutions to grievance, and to guarantee orderly succession of procedures within which solutions may be pursued. School personnel are encouraged to ask their immediate supervisor for assistance on any matters that relate to their duties.

It will be incumbent upon all district employees to follow these procedures to settle their grievances. Within this general framework the following specific purposes are to be served by this grievance procedure:

1. To ensure that a complaint is considered fairly, with all due speed and without prejudice or reprisal to the aggrieved person.
2. To encourage teacher expression regarding conditions that affects him or her professionally.
3. To provide a specific procedure that will facilitate the understanding of district policies that affect teachers.
4. To build confidence in the sincerity and integrity of the procedure as a means to establish the facts upon which a grievance is based and a fair conclusion is reached.

Nothing in this policy shall contradict the requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board.

Cross Reference: 301.04 Communication Channels

Approved:

Reviewed:

Revised:

402.05E1 - EMPLOYEE GRIEVANCE APPEAL FORM

Name _____ Assigned Building _____

Step #I - Initial Completed Steps

- _____ 1. I have informally discussed my concern with my immediate supervisor on:
(Date) _____.
- _____ 2. My problem was resolved.
- _____ 3. I have stated my problem to my immediate supervisor in writing.
- _____ 4. I have received the written decision and reasons from my immediate supervisor.

STEP #II - Initial Completed Steps

- _____ 1. I seek to appeal the decision and actions of my immediate supervisor as a grievance.
- _____ 2. I have provided my written grievance statement and immediate supervisor's written decision to _____.
- _____ 3. A Step #II conference was held with the following supervisors and personnel present at the review conference. _____
- _____ 4. I have received the written decision and reasons from
(supervisor) _____.

USE THIS SECTION IF ANOTHER SUPERVISOR IS INVOLVED IN THE APPEAL PROCESS

Initial Completed Steps

- _____ 1. I seek to appeal the decision and action of supervisor
_____ to supervisor
_____.
- _____ 2. I have provided Supervisor _____ with my written grievance and the preceding decisions.
- _____ 3. A review conference was held on (Date) _____ with the following supervisors and personnel present at the conference. _____
- _____ 4. I have received the written decision and reasons of supervisor:

_____.

STEP #III

_____ 1. I seek to appeal the decision and actions of Supervisor _____
to the Superintendent of schools.

_____ 2. I have provided the superintendent with all written documents from previous appeal
steps.

_____ 3. The superintendent has held a review conference on date: _____ 20____ with
the following supervisors and personnel present:

_____.

_____ 4. I have reviewed a written copy of the superintendent's decision and reasons.

STEP #IV

_____ 1. I seek to appeal the decision and actions of the superintendent of schools to the
board of education.

_____ 2. I have provided written documents of each step of the appeal process to the president
of the board of education.

_____ 3. The board of education granted me an appeal hearing on date: _____
20____.

_____ 4. I have received a copy of the Board's decision and actions.

STEP #V

_____ 1. I seek to appeal the decision of the Board of Education to the Commission of
Industrial Relations. The aggrieved employee shall initial each item completed in the appeal
process and sign at that step they feel the matter was satisfactorily resolved. The supervisor
resolving the grievance matter shall keep the appeal form on file.

Approved:

Reviewed:

Revised:

402.05R1 - EMPLOYEE GRIEVANCE PROCEDURE

The district's grievance procedure is the professional channel of appeal which shall be used by professional employees to seek just and productive solutions to employee and policy conflicts. Employees, who are aggrieved by; the actions and decisions of supervisory staff; other employees; or the effects of district policy, shall seek solutions through the following procedures:

STEP #I

1. Informally present and discuss your grievance matter with your immediate supervisor.
2. If the grievance matter is not resolved to your satisfaction, state your grievance in writing to your immediate supervisor.
3. The immediate supervisor shall provide you with a written decision and reasons within three days after receiving your written grievance.

STEP #II

1. If the grievance is not resolved to your satisfaction, appeal your grievance to the principal or next ranking supervisor (follow the chain-of administrative organization) within five days.
2. Present your written grievance statements and accompanying documents to the next succeeding supervisor in charge.
3. The supervisor receiving your written appeal shall arrange a review conference with the employees involved within five days.
4. The receiving supervisor shall provide the involved parties his/her written decision within three days following the review conference.

STEP #III

1. If your grievance remains unresolved to your satisfaction, file a written appeal with the Superintendent of Schools.
2. Provide the Superintendent with all documents from the preceding procedural steps.
3. The Superintendent shall hold a review conference with the parties involved within five days after receipt of a grievance appeal.
4. The Superintendent shall provide his/her written decision and reasons to the involved parties within three days after the review conference.

STEP #IV

1. If your grievance remains unresolved, appeal in writing to the Board of Education by giving notice to the Board President.
2. Provide the Board President with all written documents from the preceding steps of the appeal process.
3. The Board President shall arrange a conference with the board and all involved parties after receiving the written appeal request as soon as practical but no later than the next regular Board meeting.

4. After the conference the Board President shall provide to all parties the written decision of the Board of Education as soon as practical. The decision of the Board of Education shall be final.

STEP #V

When an employee grievance matter concerns employment conditions covered in the current board\teacher representative written negotiated agreement, the employee may appeal a Board decision to the Commission of Industrial Relations. Any claimant shall be entitled to representation of his/her choice when a grievance claim is appealed through the procedure of the Board of Education.

CONDITIONS AND LIMITATIONS OF GRIEVANCE PROCEDURE

1. A grievance against actions and decisions of an immediate supervisor - Begin procedure at Step #I.
2. A grievance against the actions and decisions of a principal - Begin procedure at Step #II.
3. A grievance against the actions and decisions of Superintendent- Begin at Step #III.
4. A grievance against the actions and decisions of the Board of Education - Begin at Step #III.
5. A grievance against another non-supervisory employee - Begin at Step #II.
6. A grievance resulting from the interpretation of policies in the district's policy manual - Begin at the supervisory step of the individual making the interpretation.
7. A grievance which is created by the correct administration of district policy - Begin at Step #III.

Filing of Complaint: A complainant must file a complaint within 30 days after the event or action which the complaint is based upon.

Misuse of Procedure: Repeated use of the grievance procedure through Step #IV for frivolous and unsupported reasons will result in disciplinary action by the Board of Education. Only the Board of Education shall make this determination. Employee complaints not channeled through this professional communications procedure will be handled as malicious gossip and petty gripes and may cause the employee to be charged with unprofessional conduct and/or insubordination.

Grievance Procedure Conditions: It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined. Since it is important that grievances be processed as rapidly

as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. Staffs, who seek to appeal the decision of any supervisor, shall notify the supervisor in writing of their action seeking to appeal the decision or actions.

Approved:
Reviewed:
Revised:

402.06 - EMPLOYEE RECORDS

The school district shall maintain personnel records on employees. The records are important for the daily administration of the educational program, for implementing board policy, for budget and financial planning, and for meeting state and federal requirements.

The records may include, but not be limited to, records necessary for the daily administration of the school district, salary records, evaluations, application for employment, copy of current Nebraska Teaching Certificate, college transcripts showing all course work completed, date of birth, length and record of service to District 10 or other school districts, administrative communications, contracts of employment, references, and other items needed to carry out board policy. Employee personnel files are school district records and are considered confidential records and therefore are not generally open to public inspection or accessibility. Only in certain limited instances, when the employee has given a signed consent, will employee personnel records be accessible to individuals other than the employee or authorized school officials.

The district will not use or require the use of more than the last four digits of an employee's social security number for:

1. Public posting or display to the general public or an employee's coworkers.
2. Transmission over the internet except on a secure or encrypted connection.
3. Accessing an Internet web site unless a password, personal identification number or other unique authentication is required.
4. Use as an employee number for any type of employment-related activity.

The district may use more than the last four digits of an employee's social security number only for:

1. Compliance with state or federal laws, rules or regulations.
2. Voluntary commercial transactions entered into by the employee with the district for the purchase of goods or services.
3. Internal administrative purposes including providing the number to third parties for such purposes as administration of personnel benefits and employment screening and staffing. However, the following internal administrative purposes do not permit use of employee social security numbers:
 - a. As an identification number for occupational licensing.
 - b. As an identification number for drug-testing purposes except when required by state or federal law.
 - c. As an identification number for district meetings.
 - d. In files accessible by any temporary employee unless the temporary employee is bonded or insured under a blanket corporate surety bond or equivalent commercial insurance.
 - e. For posting any type of district information.

Employees may have access to their personnel files, with the exception of letters of reference, and copy items from their personnel files at a time mutually agreed upon between the superintendent and the employee. The school district may charge a reasonable fee for each copy made. However, employees will not be allowed access to the employment references written on behalf of the employee. Board members will generally only have access to an employee's file when it is necessary and legally allowed because of an employee related matter before the board.

It shall be the responsibility of the superintendent to keep employees' personnel files current. The copy of the employee's records kept at the superintendent's office is the official copy of their records.

It shall be the responsibility of the superintendent to develop administrative regulations for the implementation of this policy.

Legal Reference: Neb. Statute 79-539
 84-1201 et seq.
 Nebraska Laws 2007, LB 674

Cross Reference: 403.01 Release of Credit Information
 404 Employees' Health and Well-Being

Approved:
Reviewed:
Revised:

402.07 - TRANSPORTING OF STUDENTS BY EMPLOYEES

Generally, transportation of students shall be in a motor vehicle owned by the school district and driven by an employee. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle.

Employees who transport students for school purposes must have the permission of the superintendent.

This policy statement applies to transportation of students for school purposes in addition to the regular bus route transporting students to and from their designated attendance center.

Cross Reference: 402.08 Employee Travel Compensation
 801 Transportation

Approved:

Reviewed:

Revised:

402.08 - EMPLOYEE TRAVEL COMPENSATION

When necessary and authorized by appropriate school officials, school employees who incur expenses on behalf of the school district will be reimbursed upon presentation of proper expense claim form and attached receipts to the district business office.

Reimbursable Expenses:

- A. Authorized conference and meeting registration fees. (Attach receipt)
- B. Necessary lodging expenses. (Attach receipt)
- C. Necessary meal expenses. (Attach receipts)
- D. Miscellaneous other documented expenses.
- E. Transportation expenses on an authorized commercial carrier or by authorized personal vehicle. (Attach receipt)

Transportation Provisions: When it is required, the superintendent may approve and the district will pay for the most expedient/economical form of transportation. In situations where highway transportation is approved, the district will attempt to provide a school vehicle and service credit cards. When suitable district vehicles are not available or expedient, the superintendent may authorize the use of a personal vehicle, and the district will reimburse at the rate established by the Board of Education.

Employee travel and expense requests must receive prior authorization by the superintendent. To receive district reimbursement for travel and expenses prior authorization shall be requested on the form provided by the business office. To receive district reimbursement for the use of a personal vehicle, employees shall have prior approval from the superintendent. When a school vehicle is authorized for travel and is used on the trip; employees attending the same event, but choosing to take their own vehicle will not receive reimbursement for vehicle expenses.

Use of Credit Cards: District credit cards will not be used for any private unauthorized expenditure by employees. District credit cards are restricted to the following uses:

- A. Fuel and service for district owned vehicles only, (unless approved otherwise by administration)
- B. Repairs to School Vehicle
- C. Meals
- D. Approved classroom or office expenses

All employee expense receipts incurred on behalf of the district, paid for personally or by school credit cards shall be turned into the district business office as soon as possible. Prior to reimbursement of actual and necessary expenses, the employee must submit a detailed receipt indicating the date, purpose and nature of the expense for each claim item. A credit card receipt is generally not considered a detailed receipt. Failure to provide a detailed receipt shall make the expense non-reimbursable.

General Provisions: Whenever employees or non-school persons use a personal vehicle and students and staff are passengers, the person using or loaning his/her vehicle is responsible for having adequate liability, injury or property damage insurance. School personnel authorized to use a school vehicle shall not permit a student to drive the vehicle. When non-school persons are needed to drive a school vehicle, they may be authorized by school principals if the person is over age twenty-one and licensed to drive (note specially licensed drivers may drive school buses.)

Legal Reference: Neb. Statute 13-2201 et seq.

Cross Reference: 206.04 Board Member Compensation and Expenses
402.07 Transporting of Students by Employees
402.11 Credit Cards
801.13 Use of Private Vehicles on School Business

Approved:

Reviewed:

Revised:

402.09 - RECOGNITION FOR SERVICE OF EMPLOYEES AND OTHERS

The board recognizes and appreciates service given to the district. Employees, board members, volunteers or others associated with the operations of the district may be honored by the board, administration and staff in an appropriate manner by the awarding of plaques, certificates of achievement, or items of value.

If the form of recognition thought appropriate by the administration and employees involves unusual expense to the school district, the superintendent shall seek prior approval from the board. Any expenditure for recognition of service shall be limited to \$100 per individual per occasion.

The district may authorize, upon a majority vote of the entire board, one recognition dinner each year for elected and appointed officials, employees, or volunteers of the district. In the event that a recognition dinner is authorized by board action, whether for elected and appointed officials, employees, or volunteers jointly or separately, the maximum cost which may be authorized by the board for such dinners shall not exceed \$50 per elected or appointed official, employee, or volunteer in attendance.

Legal Reference: Neb. Statute 13-2203

Cross Reference: 408 Certificated Employee Termination of Employment
 414 Support Staff Termination of Employment

Approved:

Reviewed:

Revised:

402.10 - EMPLOYEE POLITICAL ACTIVITY

Employees shall not engage in political activity upon property under the jurisdiction of the board. Activities including, but not limited to, posting of political circulars or petitions, the distribution of political circulars or petitions, the collection of or solicitation for campaign funds, solicitation for campaign workers, and the use of students for writing or addressing political materials, or the distribution of such materials to or by students are specifically prohibited.

Violation of this policy may be grounds for disciplinary action.

Cross Reference: 410.05 Certificated Employee Political Leave
 415.05 Support Staff Political Leave

Approved:
Reviewed:
Revised:

402.11 - CREDIT CARDS

The Superintendent shall determine which employees may use school district credit cards for the purchase of goods and services on behalf of the district or the actual and necessary expenses incurred in the performance of work-related duties. Actual and necessary expenses incurred in the performance of work-related duties may include, but are not limited to, fuel for school district transportation vehicles used for transporting students to and from school and for school-sponsored events, payment of claims related to professional development of the board and employees, and other expenses required by employees and the board in the performance of their duties.

The Superintendent, in consultation with the Board, shall determine the acceptable types of purchases for which the credit card may be used.

Employees using a school district credit card must submit a detailed receipt in addition to a credit card receipt indicating the date, purpose and nature of the expense for each claim item. Failure to provide a proper receipt shall make the employee responsible for expenses incurred and may lead to suspension of the employee's credit card use.

It shall be the responsibility of the board to determine through its annual audit whether the school district credit card use and procedures are appropriately handled.

The superintendent shall be responsible for implementing this policy.

Cross Reference: 206.04 Board Member Compensation and Expenses
 402.08 Employee Travel Compensation

Approved:

Reviewed:

Revised:

402.13 - COMMUNICATIONS WITH EMPLOYEES

The Board desires to maintain open communication channels between itself and the staff. The basic line of communication will be through the superintendent. The superintendent will develop and recommend to the Board processes for communications between the Board and district employees.

Communications or reports to the Board or Board committee from any staff member or members should be submitted through the superintendent. This procedure will not be construed as denying the right of any employee to address the Board about issues which are neither part of an active administrative procedure, nor disruptive to the operation of the district.

All official communications, policies and directives of staff interest and concern will be communicated to staff members through the superintendent. The superintendent will communicate as appropriate to keep staff fully informed of the Board's concerns and actions. This does not exclude communications through district committees and committee appointments.

Cross Reference: 301.04 Communication Channels

Approved:

Reviewed:

Revised:

402.15 - STAFF CONDUCT WITH STUDENTS

The Board expects all staff members, including teachers, coaches, counselors, administrators, and others to maintain the highest professional, moral, and ethical standards in their conduct with students. For the purposes of this policy, staff members also include school volunteers. The term “students” excludes a staff member’s immediate family members.

The interactions and relationships between staff members and students should be based upon mutual respect and trust; an understanding of the appropriate boundaries between adults and students in and outside of the educational setting; and consistency with the educational mission of the schools.

Staff members are expected to be sensitive to the appearance of impropriety in their conduct with students. Staff members are encouraged to discuss issues with their building administrator or supervisor whenever they are unsure whether particular conduct may constitute a violation of this policy.

Unacceptable Conduct

Examples of unacceptable conduct by staff members include but are not limited to the following:

- Any type of sexual or inappropriate physical contact with students or any other conduct that might be considered harassment under the Board's policy on Harassment By Employees;
- Singling out a particular student or students for personal attention and friendship beyond the normal teacher-student relationship;
- Associating with students in any situation or activity that includes the presence of alcohol, drugs, or tobacco or that could be considered sexually suggestive;
- For non-guidance/counseling staff, encouraging students to confide their personal or family problems and/or relationships. If a student initiates such discussions, staff members are expected to be supportive but to refer the student to appropriate guidance/counseling staff. In either case, staff involvement should be limited to a direct connection to the student's school performance;
- Sending students on personal errands;
- Sexual banter, allusions, jokes, or innuendos with students;
- Asking a student to keep a secret;

- Disclosing personal, sexual, family, employment concerns, or other private matters to one or more students;
- Addressing students with terms of endearment, pet names, or otherwise in an overly familiar manner; and
- Permitting students to address you by your first name, nickname or otherwise in an overly familiar manner.
- Being alone with individual students by closing a room door except when dealing with issues of health by appropriate personnel, or being alone with individual students outside of normal school hours;
- Maintaining personal contact with a student outside of school by phone, email, Instant Messenger or Internet chat rooms, social networking websites, or letters (beyond homework or other legitimate school business);
- Exchanging personal gifts (beyond the customary student teacher gifts); and/or
- Socializing or spending time with students (including but not limited to activities such as going out for meals or movies, shopping, traveling, and recreational activities) outside of school sponsored events or except as participants in organized community activities.

Students and/or their parents/guardians are strongly encouraged to notify the principal if they believe a teacher or other staff member may be engaging in conduct that violates this policy.

Staff members are required to notify promptly the principal or superintendent if they become aware of a situation that may constitute a violation of this policy.

Staff violations of this policy may result in disciplinary action up to and including dismissal. Violations involving sexual or other abuse will also result in referral to the Department of Health and Human Services and/or law enforcement in accordance with the Board's policy on Child Abuse Reporting.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of this policy, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of this policy.

This policy shall be included in future employee, student and volunteer handbooks.

Approved:
Reviewed:
Revised:

402.16 - PROHIBITION ON AIDING SEXUAL ABUSE

The district prohibits any employee, contractor or agent from assisting a school employee, contractor or agent in obtaining a new job if the individual or district knows or has probable cause to believe that such school employee, contractor or agent engaged in sexual misconduct regarding a minor or a student in violation of the law. This prohibition does not include the routine transmission of administrative and personnel files.

This prohibition does not apply under certain conditions specified by the Every Student Succeeds Act (ESSA) such as:

The matter has been reported to law enforcement authorities and it has been officially closed or the school officials have been notified by the prosecutor or police after an investigation that there is insufficient information to establish probable cause, or;

The individual has been acquitted or otherwise cleared of the alleged misconduct, or;

The case remains open without charges for more than 4 years after the information was reported to a law enforcement agency.

Legal Reference: ESSA section 8038, § 8546

Approved:

Reviewed:

Revised:

402.17 - WORKPLACE PRIVACY

The district will not:

1. Require or request that an employee or applicant provide or disclose any user name or password or any other related account information in order to gain access to the employee's or applicant's personal Internet account by way of an electronic communication device;
2. Require or request that an employee or applicant log into a personal Internet account by way of an electronic communication device in the presence of the employer in a manner that enables the employer to observe the contents of the employee's or applicant's personal Internet account or provides the employer access to the employee's or applicant's personal Internet account;
3. Require an employee or applicant to add anyone, including the employer, to the list of contacts associated with the employee's or applicant's personal Internet account or require or otherwise coerce an employee or applicant to change the settings on the employee's or applicant's personal Internet account which affects the ability of others to view the content of such account; or
4. Take adverse action against, fail to hire, or otherwise penalize an employee or applicant for failure to provide or disclose any of the information or to take any of the actions specified above.
5. Require an employee or applicant to waive or limit any protection granted under the Workplace Privacy Act as a condition of continued employment or of applying for or receiving an offer of employment.

The district shall maintain its right to control, monitor and review the use of its computers, technology and the Internet as stated in policy 606.06, to access any employee-related information available in the public domain, and conduct investigations related to employee actions prohibited by district policy to the extent those investigations are not expressly prohibited by the Workplace Privacy Act or other applicable state or federal law.

Legal Reference: Neb. Statutes, LB 821 (2016)

Approved:

Reviewed:

Revised:

402.18 - USE OF SCHOOL FACILITIES AND EQUIPMENT BY SCHOOL EMPLOYEES

The superintendent may approve use of school facilities, equipment and other resources by school employees except for those activities which result in personal or corporate gain. Employee personal use of district resources shall not interfere with the operations of the district or any of its educational programs and must not create any significant expense to the district. School vehicles shall not be available for personal use except as provided in individual employee contracts.

Employees are allowed to use public resources within the statutory definition of “incidental” or “de minimis” use for purposes such as research or communication that would otherwise be prohibited by state or federal statutes.

In some cases, employee use of district resources may result in the need to report such use as additional compensation in accordance with IRS codes. The superintendent will inform business personnel when he/she is aware of employee use of district resources requiring such reporting.

Cross Reference: 1006.01 Community Use of School Bldgs., Sites and Equip.

Approved:

Reviewed:

Revised:

402.50 - FREEDOM OF SPEECH

Instructional personnel are expected to exercise their constitutionally guaranteed right to freedom of expression. The board recognizes that no freedom is absolute, and that in this case restrictions come from at least three sources:

1. Legal Governing bodies can, within frequently defined limits, restrict freedom of speech, as for example within the "clear and present danger" doctrine of the United States Supreme court. Differences of opinion on acceptable regulation of freedom of speech in this sector may be resolved only by legal action.
2. Societal Communities vary in what they will tolerate in classroom discussion. Limits of such tolerance change with time and place. Differences of opinion between teachers and community feelings may not so much be a better for court adjudication as for tolerance on the part of each contender for the other's position.
3. Professional Teachers and their organizations must themselves decide that effect insisting on exercising freedom of speech, or accepting some degree of regulation thereof, will have on their role as teachers, on their ultimate effectiveness in the education process.

The board requests that any differences of opinion about exercises of abridgment of freedom of speech within or among members of the board, staff, and especially instructional personnel be reviewed by all parties concerned in the light of the above three factors.

Approved:

Reviewed:

Revised:

403 - Employees and Outside Relations

403.01 - RELEASE OF EMPLOYEE INFORMATION

The following information will be released to an entity with whom an employee has applied for credit or has obtained credit: title of position, income, and number of years employed. This information may be released without prior written notice to the employee.

If a current or former employee wishes the district to release information to a prospective employer, written consent must be provided on the district's Employee Information Release Form. Even with the receipt of the Employee Information Release Form, the district may, at the superintendent's discretion, refuse to release such information. The Employee Information Release Form will be invalid six months after the signing date.

Cross Reference: 402.06 Employee Records

Approved:

Reviewed:

Revised:

403.02 - CHILD ABUSE REPORTING

All school employees who have reasonable cause to suspect a child is a victim of abuse or neglect, including sexual abuse, or who observe conditions which reasonably would result in abuse or neglect, shall promptly report such incidents to the proper law enforcement authorities and the principal. "Employees" also includes coaches and volunteers participating in interstate amateur athletic competitions. The principal shall ensure that the report has been made to the proper law enforcement authorities.

The employee shall make an oral report to the local law enforcement agency by telephone within a 24-hour period, followed by a written report if necessary. The report will include all information required by law.

Legal Reference: Neb. Statute 28-711
 34 U.S.C. § 20341

Cross Reference: 403.03 Abuse of Students by School District Employees
 504.17 Questioning of Students by Outside Agencies
 508 Student Health and Well Being

Approved:

Reviewed:

Revised:

403.03 - ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action up to and including discharge.

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

The superintendent will appoint an investigator and alternate investigator of opposite sexes. The investigator will pass the findings on to the superintendent who will complete any further investigations as deemed necessary and take appropriate final action.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing abuse of students investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of this policy.

The superintendent is responsible for implementing this policy and for organizing employee training when needed relating to this policy. Procedures shall be reviewed periodically for adequacy and accuracy.

Cross Reference: 403.02 Child Abuse Reporting
 404.06 Harassment by Employees
 505.06 Corporal Punishment

Approved:
Reviewed:
Revised:

403.05 - PUBLIC COMPLAINTS ABOUT EMPLOYEES

The board recognizes situations may arise in the operation of the school district which are of concern to parents and other members of the school district community. While constructive criticism is welcomed, the board desires to support its employees and their actions to free them from unnecessary, spiteful, or negative criticism and complaints that do not offer advice for improvement or change.

While speakers may, during public meetings, offer objective criticism of school operations and programs, the board will not hear personal complaints concerning district personnel nor against any person connected with the school system unless that complaint is an agenda item having followed the process described below. To do so could expose the board to a charge of being party to slander and would prejudice any necessity to act as the final review of administrative recommendations regarding the matter. The board president will direct the patron to the appropriate means for board consideration and disposition of legitimate complaints involving individuals.

The board firmly believes concerns should be resolved at the lowest organizational level by those individuals closest to the concern. Whenever a complaint or concern is brought to the attention of the board it will be referred to the administration to be resolved. Prior to any board consideration however, the following should be completed:

1. Matters concerning an individual student, teacher, or other employee should first be addressed to the teacher or employee.
2. Unsettled matters from (1) above or problems and questions about individual attendance centers should be addressed to the employee's building principal for certificated employees and the superintendent for support staff. At this level, if requested by the administrator, the complainant shall put the complaint in writing.
3. Unsettled matters regarding certificated employees from (2) above or problems and questions concerning the school district should be directed to the superintendent.
4. If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board in writing. The board will follow policy 1005.01 in handling public complaints.

Cross Reference: 204.10 Agenda
 204.12 Public Participation at Board Meetings
 1005.01 Public Complaints

Approved:

Reviewed:

Revised:

403.06 - EMPLOYEE OUTSIDE EMPLOYMENT

The board believes the primary responsibility of employees is to the duties of their position within the school district as outlined in their job description. The board considers an employee's duties as part of a regular, full-time position as full-time employment. The board expects such employees to give the responsibilities of their positions in the school district precedence over any other employment.

It shall be the responsibility of the superintendent to counsel employees, whether full-time or part-time, if, in the judgment of the superintendent and the employee's immediate supervisor, the employee's outside employment interferes with the performance of the employee's duties required in the employee's position within the school district.

The board may request the employee to cease the outside employment as a condition of continued employment with the school district.

Cross Reference: 402.03 Employee Conflict of Interest
 409.05 Certificated Employee Tutoring

Approved:

Reviewed:

Revised:

403.07 - EMPLOYEE USE OF SOCIAL NETWORKS

The Superintendent and Administrative Team will annually remind staff members and orient new staff members concerning the importance of maintaining proper decorum in the on-line, digital world as well as in person. Employees must conduct themselves in ways that do not distract from or disrupt the educational process. The orientation and reminders will give special emphasis to:

Improper fraternization with students using social media and similar internet sites or networks, or via any electronic devices. Inappropriate contact via electronic communications is prohibited.

Inappropriateness of posting items with sexual content

Inappropriateness of posting items exhibiting or advocating use of drugs and alcohol

Examples of inappropriate behavior from other districts, as behavior to avoid

Monitoring and penalties for improper use of district computers and technology

The possibility of penalties, including dismissal from employment, for failure to exercise good judgment in on-line conduct.

All online communication by District employees during the school day, using District resources, or on behalf of the District is subject to District policies. Employees shall maintain a standard of professional responsibility and conduct, realizing their online actions at work and at home represent the District.

The network systems administrator may periodically conduct internet searches to see if teachers have posted inappropriate materials on-line. When inappropriate use of computers and websites is discovered, the Principals and Superintendent will promptly bring that inappropriate use to the attention of the staff member and may consider and apply disciplinary action up to and including termination.

Approved:

Reviewed:

Revised:

403.08 - EMPLOYEE FUNDRAISING

Any employee fundraising campaigns, including online fundraising such as crowdfunding campaigns, must have prior approval from the Superintendent before taking any actions when using the employee's position to raise funds. Any person or entity acting on behalf of the district and wishing to conduct a fundraising campaign for the benefit of the district must also begin the process by seeking prior approval from the Superintendent. All money raised through an approved fundraising campaign is subject to normal accounting procedures of the district and any additional procedures that may be required in the approval process. Any information or materials placed on fundraising websites are subject to the same district policies covering publication of materials on the district website.

Approval of requests shall depend on factors including, but not limited to:

Compatibility with the district's educational program, mission, vision, core values, beliefs, and student achievement goals;

The district's instructional priorities;

The manner in which donations are collected and distributed by the fundraising process;

Equity in funding; and

Other factors deemed relevant or appropriate by the district.

If approved, the employee shall be responsible for preparing all materials and information related to the fundraising campaign and keeping district administration apprised of the status of the campaign. The employee shall not violate any district policy or guideline and must protect the confidentiality of all student information.

The employee is responsible for compliance with all state and federal laws and other relevant district policies and procedures. All items and money generated are subject to the same controls and regulations as other district property and shall be deposited or inventoried accordingly. No money raised or items purchased shall be distributed to individual employees.

Approved:

Reviewed:

Revised:

404 - Employee Health and Well-Being

404.01 - EMPLOYEE PHYSICAL EXAMINATIONS

Any newly hired custodian, food service worker, or bus driver must submit to a complete physical examination to be paid by the school district prior to reporting for work when required by the board or by state or federal regulations.

The superintendent may recommend employees for health examinations at any time if he/she has reason to believe that the health of the employee is harmful to the welfare of pupils or other employees. Medical information of any employee will be confidential.

Legal Reference: 29 C.F.R. Pt. 1630

Cross Reference: 404 Employee Health and Well-Being

Approved:

Reviewed:

Revised:

404.02 - EMPLOYEE INJURY ON THE JOB

When an employee becomes seriously injured on the job, the building principal shall notify a member of the family, or an individual of close relationship, as soon as the building principal becomes aware of the injury.

If possible, an employee may administer emergency or minor first aid. An injured employee shall be turned over to the care of the employee's family or qualified medical employees as quickly as possible. The school district is not responsible for medical treatment of an injured employee.

It shall be the responsibility of the employee injured on the job to inform their supervisor within one business day of the occurrence. It shall be the responsibility of the employee's immediate supervisor to file an accident report within one business day after the employee reported the injury and notify the building principal.

It shall be the responsibility of the employee to file claims, such as workers' compensation, through the central administration office.

Injury Leave

If a district employee suffers physical injury within the scope of employment by another individual who intentionally, knowingly, or recklessly causes that injury, notification of the supervisor shall be made as described above. If, after investigation of the circumstances of the injury by the administration, and in consultation with the employee's physician, the employee may be granted up to seven calendar days of paid leave for such time as the employee is absent and unable to work as a result of the injury. This injury leave will not count against any other leave available to the employee. The administration's decision regarding injury leave is not subject to appeal.

Legal Reference:

Neb. Statute 79-8,106

Cross Reference:

404 Employee Health and Well-Being

410.02 Certificated Employee Personal Illness Leave

415.02 Support Staff Personal Illness Leave

905.06 Accident Reports

Approved:

Reviewed:

Revised:

404.03 - EMPLOYEES' PERSONAL SECURITY AND SAFETY

The Board authorizes the superintendent to take appropriate means to provide for the health and safety of all employees while engaged in the performance of their duties.

The superintendent, in consultation with district and building safety committees, will develop training and written procedures necessary to accomplish this goal and to meet the requirements of the law.

The district will will provide for a loss control program designated to apply a systematic approach to preventing on-the-job injuries and illnesses. All employees shall conduct their work in compliance with the safety rules of the district.

Loss Control Program: The Hemingford Public Schools realizes our people are our most valuable resource. The employer and the employee share the responsibility of creating and maintaining a safe working environment. It takes a team effort to teach, learn and use safe work habits. Accidents are a result of unsafe acts and/or unsafe conditions. Each of these can be controlled by educated and concerned staff and administration. The Hemingford Public Schools loss control program is developed to provide everyone working here with information necessary to maintain safe conditions and work habits at all times.

This program provides information that will allow the District to:

- Establish a safe work environment at all work sites.
- Inform employees of safety rules and guidelines and how these rules will be implemented and enforced.
- Create a joint employee/management safety committee to address ongoing safety issues. This committee shall consist of at least one non-certified staff member, one certified staff member, and one management member.
- Provide for periodic safety inspections of the work sites.
- Provide a system to report and correct hazardous conditions that are identified.
- Provide employee safety training guidelines.
- Provide accident and emergency reporting guidelines.
- Provide a system for the investigation of workplace accidents focused on determining causation and implementing corrective actions.

In summary, this program is a guide to provide information to allow the District to maintain a place of employment that is safe for you and your coworkers. Copies of the program as developed and adopted will be available from the central office.

Cross Reference: 905 Safety Program

Approved:

Reviewed:

Revised:

404.04 - COMMUNICABLE DISEASES - EMPLOYEES

Employees with a communicable disease will be allowed to perform their customary employment duties provided they are able to perform the essential functions of their position and their presence does not create a substantial risk of illness or transmission to students or other employees. The term "communicable disease" shall mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law.

Prevention and control of communicable diseases shall be included in the school district's bloodborne pathogens exposure control plan. The procedures shall include scope and application, definitions, exposure control, methods of compliance, universal precautions, vaccination, post-exposure evaluation, follow-up, communication of hazards to employees and record keeping. This plan shall be reviewed annually by the superintendent and school nurse.

The health risk to immunodepressed employees shall be determined by their personal physician. The health risk to others in the school district environment from the presence of an employee with a communicable disease shall be determined on a case-by-case basis by the employee's personal physician, a physician chosen by the school district or public health officials.

An employee who is at work and who has a communicable disease which creates a substantial risk of harm to a student, coworkers, or others at the workplace shall report the condition to the Superintendent any time the employee is aware that the disease actively creates such risk.

Health data of an employee is confidential and it shall not be disclosed to third parties. Employee medical records shall be kept in a file separate from their personal file.

It shall be the responsibility of the superintendent, in conjunction with the school nurse, to develop administrative regulations stating the procedures for dealing with employees with a communicable disease.

Legal Reference: 29 U.S.C. §§ 794, 1910 (1994).
 42 U.S.C. §§ 12101 et seq. (1994).
 45 C.F.R. Pt. 84.3 (1996).

Cross Reference: 402.06 Employee Records
 508.03 Communicable or Infectious Diseases - Students

Approved:
Reviewed:
Revised:

404.05 - HAZARDOUS CHEMICAL DISCLOSURE

The board authorizes the development of a comprehensive hazardous chemical communication program for the school district to disseminate information about hazardous chemicals in the workplace.

Each employee shall annually review information about hazardous substances in the workplace. When a new employee is hired or transferred to a new position or work site, the information and training, if necessary, shall be included in the employee's orientation. When an additional hazardous substance enters the workplace, information about it shall be distributed to all employees, and training shall be conducted for the appropriate employees. The central administration office shall maintain a file indicating which hazardous substances are present in the workplace and when training and information sessions take place.

Employees who will be instructing or otherwise working with students shall disseminate information about the hazardous chemicals with which they will be working as part of the instructional program.

It shall be the responsibility of the superintendent to implement this policy.

Legal Reference: 29 C.F.R. Pt. 1910; 1200 et seq. (1996).
Laws 1993, L.B. 757

Cross Reference: 404 Employee Health and Well-Being
905 Safety Program

Approved:

Reviewed:

Revised:

404.06 - HARASSMENT

Harassment of employees, students, volunteers, or visitors will not be tolerated in the school district. School district includes school district facilities, school district property, or property within the jurisdiction of the school district; while on school-owned or school-operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct directly affects the good order, efficient management and welfare of the district.

Harassment includes, but is not limited to, race (including skin color, hair texture, and protective hairstyles), religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other prohibited status. Harassment by board members, administrators, employees, parents, vendors, and others doing business with the school district is prohibited. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Harassment based on race, religion, national or ethnic origin, color, marital status, disability, sex, veteran status, age, pregnancy, childbirth or related medical condition, or other prohibited status means conduct of a verbal or physical nature that is designed to embarrass, distress, agitate, disturb or trouble individuals when:

- submission to such conduct is made either explicitly or implicitly a term or condition of a student's education or of an individual's participation in school programs, activities, or employment; or
- submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's performance or
- creating an intimidating, offensive or hostile learning or work environment.

Harassment as set forth above may include, but is not limited to the following:

- verbal, physical, or written harassment or abuse or unwelcome communication implying sexual motives or intentions; or
- repeated remarks of a demeaning nature; or
- implied or explicit threats concerning one's grades, achievements, etc.; or
- demeaning jokes, stories, or activities directed at an individual; or
- pressure for sexual activity; repeated remarks to a person with sexual or demeaning implications; or
- unwelcome touching; or

- unwelcome and offensive public sexual display of affection; or
- suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's job, promotions, recommendations, etc.

Employees, students, volunteers, or visitors who believe they have suffered harassment shall report such matters to the Compliance Coordinator or building principal.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, during an ongoing investigation of this policy, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of this policy.

Upon receiving a complaint, the investigator shall confer with the complainant to obtain an understanding and a statement of the facts. It shall be the responsibility of the investigator to investigate claims of harassment promptly and reasonably and to pass the findings on to the superintendent who shall complete such further investigation as deemed necessary and take such final action as appropriate. It is the intention of the district to complete its investigation within ten (10) working days after receiving a complaint unless extenuating circumstances such as unavailability of a witness or needing additional time because of the complexity of the investigation or the need to involve outside experts. The extended timeframe for investigation due to extenuating circumstances shall not exceed ten (10) days without the consent of the complainant unless the alleged victim agrees to a longer time limit. Information regarding an investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.

No one shall retaliate against an employee or student because they have filed a harassment complaint, assisted, or participated in a harassment investigation, proceeding, or hearing regarding a harassment charge or because they have opposed language or conduct that violates this policy. This policy should be used when an employee is the alleged harasser or the alleged victim. It is strongly recommended the investigator and alternate investigator be of opposite sexes.

It shall also be the responsibility of the superintendent, in conjunction with the investigator and principals, to develop administrative rules regarding this policy. The superintendent or superintendent's designee shall also be responsible for organizing training programs to educate employees, students and others involved with the school district about harassment and the school district's policy prohibiting harassment. The training shall include how to recognize harassment and what to do in case an individual is harassed. The employee training will be documented in personnel files to ensure a record of training for each employee.

Legal Reference:

42 U.S.C. §§ 2000e et seq. (1994).
29 C.F.R. Pt. 1604.11 (1996).

Cross Reference:

103 Equal Educational Opportunity
402.01 Equal Opportunity Employment
402.05 Employee Grievances
403.03 Abuse of Students by School District Employees
405 Employee Conduct and Appearance
504.18 Harassment by Students
505 Student Discipline

Approved:

Reviewed:

Revised:

404.06E1 - HARASSMENT COMPLAINT FORM

Name of complainant: _____

Position of complainant: _____

Date of complaint: _____

Name of alleged harasser: _____

Date and place of incident or incidents: _____

Description of misconduct: _____

Name of witnesses (if any): _____

Evidence of harassment, i.e., letters, photos, etc. (attach evidence if possible): _____

Any other information: _____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

404.06E2 - WITNESS DISCLOSURE FORM

Name of witness: _____

Position of witness: _____

Date of testimony, interview: _____

Description of instance witnessed: _____

Any other information: _____

I agree that all of the information of this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

404.06R1 - HARASSMENT INVESTIGATING AND REPORTING

Harassment of employees and students will not be tolerated in the school district.

Harassment is a violation of school district policies, rules and regulations and, in some cases, may also be a violation of criminal or other laws. The school district has the authority to report students violating this rule to law enforcement officials.

Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline, up to and including, discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the superintendent or board.

Individuals who feel that they have been harassed by employees, board members, administrators, parents, vendors or others doing business with the school district should communicate to the harasser that the individual expects the behavior to stop, if the individual is comfortable doing so. If the individual needs assistance communicating with the harasser, he/she should ask a teacher, counselor or principal to help.

Complaint Procedure

An employee or student who believes that they have been harassed shall notify _____, the designated investigator. The alternate investigator is _____

The investigator may request that the employee or student complete the Harassment Complaint form and turn over evidence of the harassment, including, but not limited to, letters, tapes, or pictures. Information received during the investigation shall be kept confidential to the extent possible.

The superintendent, or the investigator with the approval of the superintendent, has the authority to initiate a harassment investigation in the absence of a written complaint.

Investigation Procedure

The investigator shall reasonably and promptly commence the investigation upon receipt of the complaint. The investigator shall interview the complainant and the alleged harasser. The alleged harasser may file a written statement refuting or explaining the behavior outlined in the complaint. The investigator may also interview witnesses as deemed appropriate.

Upon completion of the investigation, the investigator shall report to the superintendent. The investigator will outline the findings of the investigation to the superintendent.

Resolution of the Complaint

The superintendent will complete the next step in the investigation reasonably and promptly upon receipt of the investigator's report. Following the investigator's report, the superintendent may investigate further, if deemed necessary, and make a determination of the appropriate next step which may include discipline, up to and including, discharge.

Prior to the determination of the appropriate remedial action, the superintendent may, at the superintendent's discretion, interview the complainant and the alleged harasser. The superintendent shall file a written report closing the case and documenting any disciplinary or other action taken in response to the complaint. The complainant, the alleged harasser and the investigator shall receive notice as to the conclusion of the investigation.

Points to Remember in the Investigation

Evidence uncovered in the investigation is confidential.

Complaints must be taken seriously and investigated.

No retaliation will be taken against individuals involved in the investigation process.

Retaliators will be disciplined up to and including discharge.

Conflicts

If the investigator is the alleged harasser or a witness to the incident, the alternate investigator shall be the investigator.

If the alleged harasser is the superintendent, the alternate investigator shall take the superintendent's place in the investigation process. The alternate investigator shall report the findings to the board.

Reviewed:

Revised:

404.07 - SUBSTANCE-FREE WORKPLACE

The board expects the school district and its employees to remain substance free. No employee shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcoholic beverage as defined by federal or state law. "Workplace" includes school district facilities, school district premises or school district vehicles. "Workplace" also includes nonschool property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

If an employee is convicted of a violation of any criminal drug offense committed in the workplace, the employee shall notify the employee's supervisor of the conviction within five days of the conviction.

The superintendent will make the determination whether to require the employee to undergo substance abuse treatment or to discipline the employee. An employee who violates the terms of this policy may be subject to discipline up to and including termination. An employee who violates this policy may be required to successfully participate in a substance abuse treatment program approved by the board. If the employee fails to successfully participate in a program, the employee may be subject to discipline up to and including termination.

The superintendent shall be responsible for publication and dissemination of this policy to each employee. In addition, the superintendent shall oversee the establishment of a substance-free awareness program to educate employees about the dangers of substance abuse and notify them of available substance abuse treatment programs.

It is the responsibility of the superintendent to develop administrative regulations to implement this policy. This policy and related administrative regulations shall have a biennial review to determine its effectiveness, implement needed changes and ensure that the sanctions are consistently enforced.

Legal Reference: P.L. 101-226, Drug-Free Schools and Communities Act
Amendments of 1989,
41 U.S.C. §§ 701-707 (1994).
42 U.S.C. §§ 12101 et seq. (1994).
34 C.F.R. Pt. 86 (1996).

Cross Reference: 405 Employee Conduct and Appearance

Approved:

Reviewed:

Revised:

404.07E1 - SUBSTANCE-FREE WORKPLACE ACKNOWLEDGMENT

ACKNOWLEDGMENT OF UNDERSTANDING AND RECEIPT OF BOARD STANDARDS AND POLICIES PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON THE SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES.

I, the undersigned, do by affixing my signature hereto acknowledge that I understand the absolute prohibition of the District against any employee of the District engaging in unlawful possession, use, manufacture, or distribution of illicit drugs and alcohol on the school premises or as a part of any of the school's activities as defined by board policy or administrative directive.

I further understand by affixing my signature hereto those disciplinary sanctions up to and including termination of my employment and referral of me for criminal prosecution may be imposed upon me for any violation of these standards.

I further agree to be bound by these standards and acknowledge that I have been fully notified and that all policies have been explained to my satisfaction and full understanding by appropriate school personnel.

I further understand that compliance with these standards is mandatory and is a material term and condition of my employment by the District.

Dated this _____ day of _____, 20____

Signature of Employee

404.10 - DISCLOSURE AND PROTECTION OF EMPLOYEE HEALTH INFORMATION

The district will comply with all regulations regarding privacy and confidentiality of employee health and insurance information, including the secure interchange and storage of electronic data. The superintendent is directed to implement this policy as needed to ensure proper handling of such information.

Employees will be provided with a notice describing the district's practices regarding health information. Employees shall have the right to inspect, copy or amend such information or to revoke authorization to disclose such information. Revocation of authorization may affect the availability of some employee benefits.

Legal Reference: 1996 Health Insurance Portability and Accountability Act (HIPAA)
 Family Educational Rights and Privacy Act (FERPA)

Cross Reference: 402.06 Employee Records
 804.01 Computer Security
 804.02 Data or Records Retention

Approved:
Reviewed:
Revised:

404.11 - FACILITIES FOR MILK EXPRESSION

The district will designate a private area, other than a restroom, for an employee for breast-feeding or to express breast milk for her nursing child in a place which is shielded from view and free from intrusion from co-workers and the public.

Legal Reference: LB 627 (2015)

Approved:

Reviewed:

Revised:

404.12 - TITLE IX SEXUAL HARASSMENT

It is the the policy of this district to comply with federal law and regulations under Title IX prohibiting sexual harassment, which is a form of unlawful discrimination on the basis of sex. The District does not discriminate on the basis of sex in any education program or activity that it operates, including admission and employment. Inquiries about the application of Title IX to the District may be referred to the District's Title IX Coordinator, to the Regional Office of Civil Rights of the Department of Education, or both.

The Board encourages students, employees and third parties who believe they or others have been subject to Title IX sexual harassment, other discrimination or retaliation to promptly report such incidents to the Title IX Coordinator or building principal, even if some elements of the related incident took place or originated away from school grounds, school activities or school conveyances. A person who is not an intended victim or target of discrimination but is adversely affected by the offensive conduct may file a report of discrimination with the Title IX Coordinator.

The Board designates the following individual to serve as the District's Title IX Coordinator and may or may not have the same person serve as Compliance Coordinator:

Title: Todd Westover

Office address: 911 Niobrara, Hemingford, NE. 69348

Email: twestover@gubn.org

Phone number: 308-487-3328

Other district employees filling key roles for implementing Title IX sexual harassment procedures include investigator(s), decision-maker(s), individuals to handle appeals, and individuals to facilitate an informal resolution process. Specific individuals filling these roles may vary from complaint to complaint as appropriate.

The Director of the Regional Office of Civil Rights can be contacted at the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0550, by email to OCR.KansasCity@ed.gov.

The district is committed to providing a nondiscriminatory workplace for employees. It is committed to the maintenance of a safe, positive learning environment for all students by providing student course offerings, counseling, assistance, services, employment, athletics, and extracurricular activities without any form of discrimination, including Title IX sexual harassment. Discrimination is inconsistent with the rights of employees and students and the educational and programmatic goals of the district and is prohibited at or, in the course of, district-sponsored programs or activities, including transportation to or from school or school-sponsored activities.

Approved _____ Reviewed _____ Revised _____

The student's parents/guardian or any other person with knowledge of conduct that may violate this policy is encouraged to immediately report the matter to the building principal. A school employee who suspects or is notified that a student has been subject to conduct that constitutes a violation of this policy shall immediately report the incident to the building principal, as well as properly making any mandatory police or child protective services reports required by law.

Violations of this policy, including acts of retaliation as described in this policy, or knowingly providing false information, may result in disciplinary consequences under applicable Board policy and procedures.

Any person may report sex discrimination, including sexual harassment, at any time, including during non-business hours. Such a report may be made in person, by mail, by telephone or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

For purposes of this policy and the grievance process, "Title IX sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. A District employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
3. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.

Such conduct must have taken place during a district education program or activity and against a person in the United States to qualify as sexual harassment under Title IX. An education program or activity includes the locations, events, or circumstances over which the district exercises substantial control over both the respondent and the context in which the harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

When the alleged harassment or discrimination does not meet the Title IX definition of sexual harassment, the Title IX Coordinator directs the individual to the applicable process for investigation.

Retaliation Prohibited

The District prohibits intimidation, threats, coercion or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation proceeding or hearing, or acted in opposition to practices the person reasonably believes to be discriminatory, if applicable. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX or this part, constitutes retaliation.

Confidentiality

The District must keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any individual who has been alleged to be the victim or perpetrator of conduct that could constitute sexual harassment, and any witness, except as may be permitted by Family Educational Rights and Privacy Act (FERPA) or as required by law, or to carry out the purposes of the Title IX regulations, including the conduct of any investigation, hearing or judicial proceeding arising under the regulations.

Notice Requirements

The District provides notice to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees and the union(s) holding collective bargaining agreements with the district with the name or title, office address, email address and telephone number of the Title IX Coordinator and notice of the District grievance procedures and process, including how to report or file a complaint of sex discrimination, how to file a formal complaint of sexual harassment and how the District will respond. The District also posts the Title IX Coordinator's contact information and Title IX policies and procedures in a prominent location on the District website and in all handbooks made available by the District.

Training Requirements

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process, receives training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and grievance process including examination of evidence, handling hearings, appeals and informal resolution processes, when applicable, how to address complaints that do not qualify as Title IX sexual harassment, and how to serve impartially including by avoiding prejudgment of the facts at issue, conflicts of interest and bias. The District also ensures that

decision-makers and investigators receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant as set forth in the formal procedures that follow, and training on any technology to be used at a live hearing, if applicable. Investigators also receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence. All materials used to train individuals who receive training under this section must not rely on sex stereotypes and must promote impartial investigations and judgments of formal complaints of sexual harassment and are made publicly available on the District's website.

Conflict of Interest and Bias

The District ensures that Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Determination of Responsibility

The individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment is presumed not responsible for alleged conduct. A determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation in accordance with the process outlined in the accompanying regulation. No disciplinary sanctions will be imposed unless and until a final determination of responsibility is reached.

Other Title IX Coordinator Duties

The Title IX Coordinator, along with the Compliance Coordinator, shall fulfill designated responsibilities to ensure adequate nondiscrimination procedures are in place, to recommend new procedures or modifications to procedures and to monitor the implementation of the district's nondiscrimination procedures in the following areas, as appropriate:

1. Curriculum and Materials - Review of curriculum guides, textbooks, and supplemental materials for discriminatory bias.
2. Training - Provide training for students and staff to prevent, identify and alleviate problems of discrimination.
3. Resources - Maintain and provide information to staff on resources available to complainants in addition to the school complaint procedure or Title IX procedures, such as making reports to the police, available supportive measures such as assistance from domestic violence or rape crisis programs and community health resources including counseling resources.
4. Review - Review of personnel practices and actions for discriminatory bias and compliance with laws against discrimination to include monitoring and recommending corrective measures when appropriate to written position qualifications, job descriptions and essential job functions; recruitment materials and practices; procedures for screening applicants; application and interviewing practices for hiring and promotions;

district designed performance evaluations; review of planned employee demotions, non-renewal of contracts, and proposed employee disciplinary actions up to and including termination.

5. Student Access - Review of programs, activities, and practices to ensure that all students have equal access and are not segregated except when permissible by law or regulation.
6. District Support - Assure that like aspects of the school programs and activities receive like support as to staffing and compensation, facilities, equipment, and related areas.
7. Student Evaluation - Review of assessments, procedures, and guidance and counseling materials for stereotyping and discrimination.
8. Reports/Formal Complaints - Monitor and provide technical assistance to individuals involved in managing informal reports and formal complaints.

Legal Reference: Civil Rights Act, Title VI; 42 USC 2000d et seq.
Civil Rights Act, Title VII; 42 USC 2000e et seq.
Education Amend. of 1972, Title IX; 20 USC 1681 et seq.
Exec. Order 11246, as amended by Executive Order 11375
Equal Pay Act; 29 USC 206

34 CFR part 106

Cross Reference: 103.00 Equal Educational Opportunity
402.01 Equal Opportunity Employment
402.15 Staff Conduct with Students
403.02 Child Abuse Reporting
403.03 Abuse of Students by School District Employees
404.06 Harassment by Employees
405.00 Employee Conduct and Appearance
501.00 Objectives for Equal Educ. Opportunities for Students
504.03 Student Conduct
504.14 Hazing, Initiation, Secret Societies or Gang Activity
504.18 Harassment by Students
504.20 Bullying Prevention
504.21 Dating Violence Prevention
505.03 Suspension and Expulsion of Students
612.05 Individualized Education Program
612.10 Procedural Safeguards

Approved:
Reviewed:
Revised:

404.12E1 - TITLE IX REPORTING FORM

The Board declares it to be the policy of this district to provide a safe, positive learning and working environment that is free from bullying, hazing, dating violence, sexual harassment and other discrimination, and retaliation. If you have experienced, or if you have knowledge of, any such actions, we encourage you to complete this form. The Title IX Coordinator will be happy to support you by answering any questions about the report form, reviewing the report form for completion and assisting as necessary with completion of the report. The Title IX Coordinator's contact information is:

Position: Todd Westover

Address: 911 Niobrara, Hemingford, NE. 69348

Email: twestover@gubn.org

Phone Number: 308-487-3328

Retaliation Prohibited

The district, its employees and others are prohibited from intimidating, threatening, coercing, or discriminating against you for filing this report. Please contact the Title IX Coordinator immediately if you believe retaliation has occurred.

Confidentiality

Confidentiality of all parties, witnesses, the allegations and the filing of a report shall be handled in accordance with applicable law, regulations, Board policy, procedures, and the district's legal and investigative obligations. The school will take all reasonable steps to investigate and respond to the report, consistent with a request for confidentiality as long as doing so does not preclude the school from responding effectively to the report. If you have any questions regarding how the information contained in this report may be used, please discuss them with the Title IX Coordinator prior to filing the report. Once this report is filed, the district has an obligation to investigate the information provided.

Note: For purposes of Title IX sexual harassment, this Report Form serves initially as an informal report, not a formal complaint of Sexual Harassment under Title IX.

I. Information About the Person Making This Report:

Name:

Address:

Phone Number:

School Building:

I am a:

Student Parent/Guardian Employee Volunteer Visitor

Other (please explain relationship to the district) If you are not the victim of the reported conduct, please identify the alleged victim:

Name:

The alleged victim is: Your Child Another Student A District Employee

Other: (please explain relationship to the alleged victim)

II. Information About the Person(s) You Believe is/are Responsible for the Bullying, Hazing, Harassing or Other Discrimination You are Reporting

Please record the name(s) of the individual(s) you believe to be responsible for the conduct you are reporting.

Name(s):

The reported individual(s) is/are:

Student(s) Employee(s)

Other (please explain relationship to the district)

III. Description of the Conduct You are Reporting

In your own words, please do your best to describe the conduct you are reporting as clearly as possible. Please attach additional pages if necessary:

When did the reported conduct occur? (Please provide the specific date(s) and time(s) if possible):

Where did the reported conduct take place?

Please provide the name(s) of any person(s) who was/were present, even if for only part of the time.

Please provide the name(s) of any other person(s) that may have knowledge or related information surrounding the reported conduct.

Have you reported this conduct to any other individual prior to giving this report?

Yes No

If yes, who did you tell about it?

If you are the victim of the reported conduct, how has this affected you?

I affirm that the information reported above is true to the best of my knowledge, information and belief.

Signature of Person Making the Report Date

Received By Date

FOR OFFICIAL USE ONLY

This section is to be completed by the Title IX Coordinator based on reviewing the report with the complainant or other individual making the report.

The purpose of this form is to assist the Title IX Coordinator in gathering information necessary to properly assess the circumstances surrounding the reported conduct to determine if the allegations fall under the definition of Title IX sexual harassment or if the matter merits review and action under other Board policies. The Title IX Coordinator shall gather as much information as possible in cases of incomplete or anonymous reports to assess the report.

Upon receipt of the report, The Title IX Coordinator shall promptly contact the complainant regarding the report to gather additional information as necessary, and to discuss the availability of supportive measures as described in Policy 404.12. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

I. Reporter Information:

Name:

Address:

Phone Number:

School Building:

Reporter is a:

- Student Parent/Guardian Employee Volunteer Visitor

Other (please explain relationship to the district)

If the reporter is not the victim of the reported conduct, please identify the alleged victim:

Name:

The alleged victim is: Reporter's Child Another Student Another Employee

Other: (please explain relationship to the alleged victim)

II. Respondent Information

Please state the name(s) of the individual(s) believed to have conducted the reported violation:

Name(s):

The reported respondent(s) is/are:

Student(s) Employee(s)

Other (please explain relationship to the district)

III. Level of Report:

Informal Formal (see additional information below on Title IX formal complaints)

IV. Type of Report:

Title IX Sexual Harassment Discrimination Retaliation Bullying

Hazing Dating Violence Other

Nature of the Report (check all that apply):

Race Age

Color Creed

Religion Sex

Sexual Orientation Sexual Harassment (Title IX)

National Origin Ancestry

- Marital Status Pregnancy
- Handicap/Disability Bullying
- Hazing Dating Violence
- Veteran Status Genetic Background

V. Reported Conduct

Describe the reported conduct below, including specific actions, dates, times, locations and any other details necessary to properly assess the reported incident(s).

How often did the conduct occur?

Is it being repeated? Yes No

Do the circumstances involve a student identified as a student with a disability under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act?

- No.
- Yes, please identify the student with a disability and contact the Director of Special Education. Director of Special Education was contacted:

How has the conduct affected the alleged victim's ability to fully participate in the school's academic, programs, activities or school employment?

What is the alleged victim's relationship with the alleged respondent?

Insert names, descriptions, and/or contact information of individuals believed to have observed the conduct or who otherwise may have knowledge of the conduct and/or related circumstances.

Additional observations or evidence including pictures, texts, emails, video or other information submitted to the Title IX Coordinator.

VI. Safety Concerns

Are there safety concerns that may require Emergency Removal of or Administrative Leave for a respondent? (This requires an individualized safety and risk analysis as to whether there is an immediate threat to the physical health or safety of a student or other individual.)

- No.
- Yes, please describe:

VII. Other Reports

Has the conduct been reported to the police or any other agency?

- No
- Yes Date reported:
Agency:

VIII. Identification of Policies Implicated by Reported Conduct

Check all that apply:

- Policy 103.00 Equal Educational Opportunity
- Policy 402.01 Equal Opportunity Employment
- Policy 404.06 Harassment (Employees)
- Policy 404.12 Title IX Sexual Harassment
- Policy 247. Hazing

- Policy 249. Bullying
- Policy 252. Dating Violence
- Other

To meet the definition of Title IX sexual harassment, the conduct must have taken place during a district education program or activity involving a person in the United States. An education program or activity includes the locations, events or circumstances over which the district exercises substantial control over both the respondent and the context in which the sexual harassment occurs. Title IX applies to all of a district's education programs or activities, whether such programs or activities occur on-campus or off-campus.

Did the incident occur during a during a school program or activity involving a person in the United States?

- Yes
- No

To meet the definition of Title IX sexual harassment, the conduct needs to satisfy one or more of the following (please check all that apply):

- A district employee conditioning the provision of an aid, benefit, or district service on an individual's participation in unwelcome sexual conduct, commonly referred to as quid pro quo sexual harassment.
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive and objectively offensive that it effectively denies a person equal access to a district education program or activity.
- Sexual assault, dating violence, domestic violence or stalking.

Dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:

- Length of relationship.
- Type of relationship.
- Frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse

or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Sexual assault means a sexual offense under a state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

Stalking means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:

1. Fear for their safety or the safety of others.
2. Suffer substantial emotional distress.

IX. Recommended Course of Action

After consultation with the complainant and consideration of the reported information, the Title IX Coordinator directs the report to proceed under the provisions of (check all that apply):

- No further action at this time. Reason:
- Policy 103.00 Equal Educational Opportunity
 - Policy 402.01 Equal Opportunity Employment
 - Policy 404.06 Harassment (Employees)
 - Policy 404.12 Title IX Sexual Harassment
 - Policy 247. Hazing
 - Policy 249. Bullying
 - Policy 252. Dating Violence
 - Other

X. Title IX Information to Complainant

What supportive measures were discussed with the complainant, and what were the complainant's wishes with respect to supportive measures?

Upon designating a course of action under Title IX sexual harassment, the Title IX Coordinator will promptly:

1. Explain to the complainant the process for filing a formal complaint.
2. Inform the complainant of the continued availability of supportive measures with or without the filing of a formal complaint.
3. The Title IX Coordinator shall contact a student complainant's parents/guardians and provide them with information regarding the report and Title IX sexual harassment procedures and grievance process for formal complaints.

If the complainant/reporter, school staff or others with professional knowledge relating to the complainant's health and well-being indicate that notifying the parents/guardians could cause serious harm to the health or well-being of the complainant or other person(s), the Title IX Coordinator will determine, in consultation with such individuals and upon advice of legal counsel, whether to withhold or delay notification of the report from the complainant's parents/guardians.

4. Determine what supportive measures may be offered to the respondent.
5. Determine whether the complainant wishes this report to be treated as a formal complaint.

XI. Title IX Coordinator Signature

I recommend the above course of action based on my consultation with the complainant and the information available at this time.

Title IX Coordinator:

Date:

XII. Title IX Formal Complaint Action

The Title IX Coordinator shall have the complainant check the appropriate box and sign and date below to indicate whether or not the complainant wishes to have this form serve as a formal complaint pursuant to Title IX.

I would like my report to be treated as a formal complaint pursuant to Title IX.

Yes No

Complainant's Signature:

Date:

If the complainant does not wish this report to be treated as a formal complaint pursuant to Title IX, the Title IX Coordinator must assess whether actions limited to supportive measures are a sufficient response to alleged behavior, or whether a formal complaint process is necessary to investigate and address the situation adequately. For example, if disciplinary action would be warranted if allegations are true, if the respondent is an employee, or if further investigation is needed to assess the extent of the behavior and impact on others, it may be clearly unreasonable not to initiate the formal complaint process. The Title IX Coordinator may consult with the school solicitor and other district officials in making this decision.

As Title IX Coordinator, I have determined that, notwithstanding the complainant's preference, it is necessary to proceed with the Title IX Sexual Harassment Formal Complaint for the following reasons:

Therefore, I am signing this form for the purpose of serving as the formal complaint initiating that process:

Title IX Coordinator's Signature:

Date:

404.12R1 - TITLE IX SEXUAL HARASSMENT PROCEDURES

The Board requires the following procedures to be followed for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited as sexual harassment by Title IX. The Board directs the process to be published in accordance with all statutory and regulatory requirements.

Definitions

The following definitions apply for Title IX policies and procedures:

“Actual knowledge:” notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any official of the District who has authority to institute corrective measures on behalf of the District, or to any employee of an elementary or secondary school.

“Education program or activity:” includes locations, events or circumstances over which the District exercised substantial control over both the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment, and the context in which the sexual harassment occurs.

“Complainant:” an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

“Respondent:” an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Formal complaint:” a document filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the allegation of sexual harassment.

“Supportive measures:” non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available and without fee or charge to the Complainant or Respondent before or after the filing of a formal complaint or where no formal complaint has been filed.

For purposes of this policy and the grievance process, “Title IX sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

A District employee conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;

Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or

"Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8) or "stalking" as defined in 34 USC 12291(a)(30). These definitions are included in the procedures to this policy.

"Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the following factors:

Length of relationship.

Type of relationship.

Frequency of interaction between the persons involved in the relationship.

"Domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving federal funding, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

"Sexual assault" means a sexual offense under state or federal law that is classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

"Stalking," under Title IX means stalking on the basis of sex, for example when the stalker desires to date a victim. Stalking means to engage in a course of conduct directed at a specific person that would cause a reasonable person to either:

Fear for their safety or the safety of others.

Suffer substantial emotional distress.

District Requirements

When the District has actual knowledge of sexual harassment in an education program or activity of the District, the District will respond promptly in a manner that is not deliberately indifferent. When the harassment or discrimination on the basis of sex does not meet the

definition of sexual harassment, the Title IX Coordinator will direct the individual to the applicable sex discrimination process for investigation.

The District treats individuals who are alleged to be the victim (Complainant) and perpetrator (Respondent) of conduct that could constitute sexual harassment equitably by offering supportive measures. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment. Supportive measures may include counseling or employee assistance program, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the District's property, campus escort services, assistance from domestic violence or rape crisis programs, assistance from community health resources, changes in work locations and other similar measures.

For students, supportive measures may also include assessments or evaluations to determine eligibility for special education or related services, or the need to review an Individualized Education Program (IEP) or Section 504 Service Agreement based on a student's behavior. This could include, but is not limited to, a manifestation determination or functional behavioral assessment (FBA), in accordance with applicable law, regulations or Board policy.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Upon the receipt of a complaint, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint. If the District does not provide the Complainant with supportive measures, then the District must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

Timelines

The District has established reasonably prompt time frames for the conclusion of the grievance process, including time frames for filing and resolving appeals and informal resolution processes. The grievance process may be temporarily delayed or extended for good cause. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities. In the event the grievance process is temporarily delayed for good cause, the District will provide written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action.

Response to a Formal Complaint

At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the education program or activity of the District with which the formal complaint is filed. A formal complaint may be filed with the Title IX Coordinator in person, by mail, by electronic mail, or other means designated by the District. The District must follow the formal complaint process before the imposition of any disciplinary sanctions or other actions that are not supportive measures.

Upon receipt of a formal complaint, the District must provide written notice to the known parties including:

Notice of the allegations of sexual harassment, including information about the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, the date and location of the alleged incident, and any sufficient details known at the time. Such notice must be provided with sufficient time to prepare a response before any initial interview;

An explanation of the District's investigation procedures, including any informal resolution process;

A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;

Notice to the parties that they may have an advisor of their choice who may be, but is not required to be, an attorney, and may inspect and review any evidence and

Notice to the parties of any provision in the District's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the District decides to investigate allegations about the Complainant or Respondent that are not included in the notice initially provided, notice of the additional allegations must be provided to known parties.

The District may consolidate formal complaints as to allegations of sexual harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Emergency Response Measures

Nothing in this policy precludes the District from removing a Respondent from the District's education program or activity on an emergency basis, provided that the District undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the Respondent with notice and an opportunity to

challenge the decision immediately following the removal. Nor does it preclude the District from placing a non-student employee Respondent on administrative leave while awaiting the determination of the complaint procedures. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Investigation of a Formal Complaint

When investigating a formal complaint and throughout the grievance process, the District must:

Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the District and not the parties;

Provide an equal opportunity for the parties to present witnesses and evidence;

Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;

Allow the parties to be accompanied with an advisor of the party's choice who may be, but is not required to be, an attorney. The District may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party is expected to participate, with sufficient time for the party to prepare to participate;

Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint and comply with the review periods outlined in this process;

Objectively evaluate all relevant evidence without relying on sex stereotypes;

Ensure that Title IX Coordinators, investigators, decision-makers and individuals who facilitate an informal resolution process, do not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent;

Not make credibility determinations based on the individual's status as Complainant, Respondent or witness;

Not use questions or evidence that constitute or seek disclosure of privileged information unless waived.

Dismissal of Formal Complaints

If the conduct alleged in the formal complaint would not constitute sexual harassment even if proved, did not occur in the District's education program or activity, or did not occur against a person in the United States, then the District must dismiss the formal complaint with regard to that conduct for purposes of sexual harassment under this policy.

The Title IX Coordinator also may dismiss the formal complaint or any allegations therein at any time during the investigation or hearing, if applicable, when any of the following apply:

A Complainant provides written notification to the Title IX Coordinator that the Complainant would like to withdraw the formal complaint or any allegations therein;

The Respondent is no longer enrolled or employed by the District; or

Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon dismissal, the Title IX Coordinator promptly sends written notice of the dismissal and the reasons for dismissal simultaneously to both parties.

Evidence Review

The District provides both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation. The evidence provided by the District must include evidence that is directly related to the allegations in the formal complaint, evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or other source. Prior to completion of the investigative report, the Title IX Coordinator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy. The parties have 10 calendar days to submit a written response to the Title IX Coordinator, which the investigator will consider prior to completion of the investigative report.

Investigative Report

The investigator must prepare an investigative report that fairly summarizes relevant evidence and send the report to the Title IX Coordinator. The Title IX Coordinator must send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response. The parties have 10 calendar days to submit a written response to the Title IX Coordinator.

Decision-Maker's Determination

The investigative report is submitted to the decision-maker. The decision-maker cannot be the same person(s) as the Title IX Coordinator or the investigator. The decision-maker cannot hold a hearing or make a determination regarding responsibility until 10 calendar days from the date the Complainant and Respondent receive the investigator's report.

Prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Questions must be submitted to the Title IX Coordinator within three calendar days from the date the Complainant and Respondent receive the investigator's report.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence standard. The decision-maker's written determination must:

Identify the allegations potentially constituting sexual harassment;

Describe the procedural steps taken, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather evidence, and hearings held;

Include the findings of fact supporting the determination;

Draw conclusions regarding the application of any District policies and/or code of conduct rules to the facts;

Address each allegation and a resolution of the complaint including a determination regarding responsibility, the rationale therefor, any recommended disciplinary sanction(s) imposed on the Respondent, and whether remedies designed to restore or preserve access to the educational program or activity will be provided by the District to the Complainant and

The procedures and permissible bases for the Complainant and/or Respondent to appeal the determination.

A copy of the written determination must be provided to both parties simultaneously, and generally will be provided within 60 calendar days from the District's receipt of a formal complaint.

The determination regarding responsibility becomes final either on the date that the District provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Where a determination of responsibility for sexual harassment has been made against the Respondent, the District will provide remedies to the Complainant that are designed to restore or preserve equal access to the District's education program or activity. Such remedies may include supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent. The Title IX Coordinator is responsible for effective implementation of any remedies. Following any determination of responsibility, the District may implement disciplinary sanctions in accordance with State or Federal law and or/the negotiated agreement.

A student who is determined to be responsible for violation of this policy shall be subject to appropriate disciplinary action consistent with school policies and regulations, which may include but is not limited to loss of school privileges, permanent transfer to another school building, classroom or school bus, exclusion from school-sponsored activities, detention, suspension, expulsion, or referral to law enforcement officials.

An employee who violates this policy shall be subject to appropriate disciplinary action consistent with the applicable Board policy, collective bargaining agreement and individual contract, up to and including dismissal and/or referral to law enforcement officials.

Appeals

Either the Complainant or Respondent may appeal the decision-maker's determination regarding responsibility or a dismissal of a formal complaint, on the following bases:

Procedural irregularity that affected the outcome of the matter;

New evidence that was not reasonably available at the time that could affect the outcome; and

The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent that affected the outcome.

The request to appeal must be made in writing to the Title IX Coordinator within seven calendar days after the date of the written determination. The appeal decision-maker must not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and cannot be the Title IX Coordinator, the investigator, or the decision-maker from the original determination.

The appeal decision-maker must notify the other party in writing when an appeal is filed and give both parties a reasonable equal opportunity to submit a written statement in support of, or challenging, the outcome. After reviewing the evidence, the appeal decision-maker must issue a written decision describing the result of the appeal and the rationale for the result. The decision must be provided to both parties simultaneously, and generally will be provided within 10 calendar days from the date the appeal is filed.

Informal resolution process

Except when concerning allegations that an employee sexually harassed a student, at any time during the formal complaint process and prior to reaching a determination regarding responsibility, the District may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility, provided that the District:

Provides to the parties a written notice disclosing:

The allegations;

The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the Title IX formal complaint process with respect to the formal complaint and

Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Obtains the parties' voluntary, written consent to the informal resolution process.

The informal resolution process generally will be completed within 30 calendar days unless the parties and the Title IX Coordinator mutually agree to temporarily delay or extend the process. The formal grievance process timelines are stayed during the parties' participation in the informal resolution process. If the parties do not reach resolution through the informal resolution process, the parties will resume the formal complaint grievance process, including timelines for resolution, at the point they left off.

Recordkeeping

The District must maintain for a period of seven years records of:

Each sexual harassment investigation, including any determination regarding responsibility, any disciplinary sanctions imposed on the Respondent, and any remedies provided to the Complainant designed to restore or preserve equal access to the District's education program or activity;

Any appeal and its result;

Any informal resolution and its result; and

All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The District must make these training materials publicly available on its website.

The District must create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the District must document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity.

404.13 - SCHOOL CLOSURE UNDER EXTRAORDINARY CIRCUMSTANCES

In extreme or extraordinary circumstances the district may close one or more buildings to protect the health, safety and welfare of staff and students. In a case of epidemic sickness or other circumstances forcing prolonged closure the district may utilize agreements, procedures, government directives or other measures to pay staff for such time as the school or schools shall be closed to ensure staff continuity.

Legal Reference: Neb. Statute 79-8,106

Approved:

Reviewed:

Revised:

405.00 - EMPLOYEE CONDUCT AND APPEARANCE

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

Employees shall conduct themselves in a professional manner. Employees shall dress in attire appropriate for their position. Clothing should be neat, clean, and in good taste. Discretion and common sense call for an avoidance of extremes which would interfere with or have an effect on the educational process.

Certificated employees of the school district shall follow the code of ethics for their profession as established by the Nebraska Professional Practices Commission.

Every report of alleged violations of employee conduct policies that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing employee conduct investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged violations of employee conduct policies.

Legal Reference: NDE Rule 27

Cross Reference: 305 Administrative Code Of Ethics
402.02 Employee Orientation
404.06 Harassment by Employees
404.07 Substance-Free Workplace
408 Certificated Employee Termination of Employment
414 Support Staff Termination of Employment

Approved:

Reviewed:

Revised:

406 - Certificated Employees - General

406.01 - CERTIFICATED EMPLOYEE DEFINED

Certificated employees, including administrators, are those employees required to hold an appropriate certificate from the Nebraska Department of Education for their position as required by the Professional Practices Commission or others with professional licenses. Certificates required for a position will be considered met if the employee meets the requirements established by the Nebraska Department of Education.

It shall be the responsibility of the superintendent to establish job specifications and job descriptions for certificated employees' positions, other than the position of the superintendent. Job descriptions may be approved by the board.

Certificated employees must present evidence of current certificate to the superintendent prior to September 15 and before any payment of salary each year.

Legal Reference: Neb. Statute 79-801 et seq.

Cross Reference: 411.01 Substitute Teachers
412.01 Support Staff Defined

Approved:

Reviewed:

Revised:

406.02 - CERTIFICATED EMPLOYEE QUALIFICATIONS, RECRUITMENT, SELECTION

Persons interested in a certificated position, other than administrative positions which will be employed in accordance with board policies in Series 300, "Administration," shall have an opportunity to apply and qualify for certificated positions in the school district without regard to age, race, creed, color, sex, national origin, religion, disability, veteran status, pregnancy, or childbirth or related medical condition. Job applicants for certificated positions shall be considered on the basis of the following:

- Training, experience, and skill;
- Nature of the occupation;
- Demonstrated competence; and
- Possession of, or ability to obtain, state certificate or license if required for the position.

Announcement of the position shall be in a manner which the superintendent believes will inform potential applicants about the position. Applications for employment may be obtained from and completed applications shall be returned to the school district administrative office. Whenever possible, the preliminary screening of applicants shall be conducted by the administrator who will be directly supervising and overseeing the person being hired.

In the initial employment process, including on the initial application, the applicant shall not be asked to disclose, orally or in writing, information concerning the applicant's criminal record or history, until it has been determined that the applicant meets the minimum employment qualifications. This does not prohibit the requirement to disclose an applicant's criminal record or history relating to sexual or physical abuse. Following a determination that the applicant meets minimum employment qualifications, a criminal history information check and questions regarding the applicant's criminal record or history are allowed.

The board shall take action regarding employment of certificated applicants only after receiving a recommendation from the superintendent. Should the Board reject a person nominated by the Superintendent, it shall be the duty of the Superintendent to make another nomination. However, the superintendent shall have the authority to employ a certificated employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding qualifications, recruitment and selections of such employees shall be followed.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
 42 U.S.C. §§ 2000e et seq. (1994).
 42 U.S.C. §§ 12101 et seq. (1994).

Cross Reference: 402.01 Equal Employment Opportunity
411.01 Substitute Teachers
412.02 Support Staff Qualifications, Recruitment, Selection

Approved:
Reviewed:
Revised:

406.04 - CERTIFICATED EMPLOYEE CONTINUING CONTRACTS

Contracts entered into with certificated employees, other than an administrator, will continue from year to year unless the contract states otherwise, is modified by mutual agreement between the board and the employee, or the contract is terminated by the board.

The first three years of a continuing contract issued to a newly employed certificated employee shall be considered a probationary period. In the event of termination of the employee's contract during this period, the board shall follow applicable state statutes. The action of the board will be final.

Certificated employees whose contracts will be recommended for termination, amendment or nonrenewal by the board will receive notice prior to April 15. The superintendent shall make a recommendation to the board for the termination of the certificated employee's contract. Unless statutory exceptions apply, final board action must be taken by May 15.

Certificated employees who wish to resign, to be released from a contract when a suitable replacement is found, or to retire must still comply with board policies and contract language in those areas.

Legal Reference: Neb. Statute 79-824 to 842

Cross Reference: 408 Certificated Employee Termination of Employment

Approved:

Reviewed:

Revised:

406.05R1 - CERTIFICATED EMPLOYEE DUTIES

Teachers must consider teaching school their primary job, to which their allegiance and energy are due. Regardless of social or business commitments, teaching should come first. The success of any organization depends on the cooperation of its members. The continued growth and progress of the school system depends on the wholehearted zeal of the staff, both teaching and non-teaching members, in working together. The duties and functions of a classroom teacher are those of a normal teaching situation and are determined to a great extent by the building principal and the existing educational philosophy of the system.

The teacher is expected to develop and maintain a professional attitude toward his or her role as an educator. The teacher must constantly endeavor to improve professional competency through a thorough knowledge of his or her subject and a mastery of the most effective methods of presenting it. It is the responsibility of the teacher to keep informed of the many new concepts of education and interpret these concepts in the instruction of the people in the teacher's area.

The teacher is encouraged to become an integral part of the community, enjoying and sharing the duties and privileges of citizenship, yet both private and public life must be tempered by such discretion and judgment as to, at all times, maintain respect for the teaching profession. Teaching is basic to all professions, to the development of new concepts and the modification of old concepts; to the hopes and aspirations of all people. Without teachers and teaching, all commercial, professional, and social institutions would rapidly deteriorate. The teacher should be proud to be a member of a profession which plays such an important role in democracy, and the district pledges to upgrade the teaching profession through its policies.

Teachers will be responsible to the principal for the carrying out of policies of the school board as they relate to the function of the school, to the classroom, and to the immediate contact with students and parents. Teachers will be expected to furnish such after-school time as is needed for assisting students, conferring with parents and doing other necessary out-of-school work.

Teacher specific responsibilities shall be:

1. To direct and evaluate the learning experiences of students in both curricular and extracurricular activities.
2. To provide guidance to students which will promote their proper educational development and welfare.
3. To be responsible for student accounting.
4. To provide for the care and protection of school property.
5. To supervise students on the school ground and during the lunch period.
6. To cooperate with and participate in the planning and the evaluation of the school program.
7. To participate in the business and activities of the faculty.
8. To take part in the in-service education program of the schools.
9. To maintain cordial relationships with colleagues.

10. To follow the ethics of the profession.
11. To support actively the parent-teacher organization.
12. To enforce policies and regulations as established by the board and professional staff.
13. To accept a fair share of supervisory duties at pupil activities in buildings and on grounds during school hours as well as at athletic events.

Extracurricular assignments.

Assignments will be made to teachers for various forms of hall, extracurricular, recess, traffic, lunch period and other noontime duties, and athletic events. Recommending educational materials. No teacher in any public school shall act as agent for any author, publisher, book seller or other person to introduce any book, apparatus, furniture or other article or whatever in the schools.

Accident procedure.

If an employee is involved in an accident while in the line of duty, it is necessary to file an accident report within twenty-four hours.

Capacity as advisers.

Principals and teachers are not to serve as advisers to parents of/and children not in their class or school. Neither are they to issue any teaching materials, tests, etc., to such parents or children. It is proper procedure to ask these people to consult their respective teachers and principals concerning their problems.

Recommending dentists, physicians or business houses.

Teachers are not to make recommendations to parents in regard to particular dentists, physicians, or business houses.

Supervision of children.

No group of children, either in the classroom or on the playground, should be left unattended by the teacher. Teachers, at all times, are responsible for the conduct and safety of children, and will see that the children observe safety rules. In the occasion of extreme emergency, the teacher should make every effort to provide adequate supervision during his or her absence.

Student Discipline.

Pupil control is to be achieved through firmness and reason rather than autocratic force. Daily realization of the fact that students are entitled to full consideration as human beings will go far in the solution of the problem of control. There are few children who will not respond favorably to fair and honest treatment.

A teacher is delegated with certain powers and authority by law and by the School District Board to hold school children accountable for their conduct during, before and after school and may suspend pupils from his/her class, pending a final decision from the principal and/or superintendent and the Board of Education.

405.06 - CERTIFICATED EMPLOYEE ASSIGNMENT

Instructional personnel will normally be assigned initially by the superintendent or his/her delegate to positions for which their preparation, certification, experience, and aptitude fit them.

Additions to Normal Teaching Schedule and Duties Additional duties may be assigned to certified staff members as deemed to be in the best interest of the school district by the Superintendent of Schools. These assignments may be in addition to the staff member's normal schedule and duties during the regular school year and may include such programs as adult education, driver education, summer school, and extra duty or co-curricular assignments.

Any requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding assignment of such employees shall be followed.

Legal Reference: Neb. Statute 79-839

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:

Reviewed:

Revised:

0406.07 - CERTIFICATED EMPLOYEE TRANSFERS

Determining the location where an employee's assignment will be carried out is the responsibility and within the sole discretion of the board and such authority is hereby delegated to the superintendent. In making such assignments the board shall consider the qualifications of each certificated employee and the needs of the school district.

A transfer may be initiated by the employee, the principal, or the superintendent. The preferences of teachers and other staff members will be considered in making assignments and transfers; however, the best interests of students and the district will be given first consideration. Transfers where practical will be made on a voluntary basis.

When an involuntary transfer or reassignment is necessary, the teacher so affected may request and will be granted a conference with the superintendent.

Teachers may apply for voluntary reassignment and/or transfer. Such requests will be made in writing to the superintendent, stating the grade and/or subject desired and the school or schools to which transfer is requested. Such requests will be considered when scheduling is made but this consideration is not intended to limit the flexibility of the administration.

The Superintendent will provide the Board of Education a listing of all instructional staff and their respective assignments.

The requirements stated in the Negotiated Contract between employees in that certified collective bargaining unit and the board regarding transfers of employees shall be followed.

Legal Reference: Neb. Statute 79-839

Approved:

Reviewed:

Revised:

0406.08 - CERTIFICATED EMPLOYEE EVALUATION

Evaluation of certificated employees on their skills, abilities, and competence shall be an ongoing process supervised by the building principals and conducted by approved evaluators. The goal of the formal evaluation of certificated employees, other than administrators, but including extracurricular employees, shall be to improve the education program, to maintain certificated employees who meet or exceed the board's standards of performance, to clarify the certificated employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

The formal evaluation criteria shall be in writing. The formal evaluation shall provide an opportunity for the evaluator and the certificated employee to discuss the past semester's performance and the future areas of growth. The formal evaluation shall be completed by the evaluator, signed by the certificated employee and filed in the certificated employee's personnel file. This policy supports, and does not preclude, the ongoing informal evaluation of the certificated employee's skills, abilities and competence.

The Superintendent will create an administrative regulation describing the procedure to be used for evaluations and including the evaluation instrument. At a minimum this will provide for evaluation of instructional performance, classroom organization and management, professional conduct, and personal conduct. It will provide for a written description of all noted deficiencies, specific means for the correction of the noted deficiencies and an adequate timeline for implementing the concrete suggestions for improvement. The teacher will be allowed to offer a written response. The regulation will also specify what training will be provided by the district for evaluators.

It shall be the responsibility of the principal to ensure certificated employees are evaluated formally once every three years. The evaluation shall include at least one classroom observation for one period.

New and probationary certificated employees shall be evaluated at least once each semester in their first three years. This evaluation procedure will include at least one classroom observation for one period each semester.

The requirements stated in the Negotiated Contract between employees in the certified collective bargaining unit and the board regarding evaluation of such employees shall be followed.

Legal Reference: Neb. Statute 79-828
 NDE Rule 10-007.06

Cross Reference: 408.05 Certificated Employee Reduction-In-Force

Approved:
Reviewed:
Revised:

406.09 - CERTIFICATED EMPLOYEE PROBATIONARY STATUS

The first three years of a new full-time certificated employee's contract shall be a probationary period. The probationary period for part-time certificated employees shall be based upon formulas provided by state statute.

During this probationary period the superintendent may terminate or amend the certificated employee's contract at year-end or discharge the employee in concert with corresponding board policies.

Legal Reference: Neb. Statute 79-828

Approved:

Reviewed:

Revised:

406.50 - CERTIFICATED EMPLOYEE ACADEMIC FREEDOM

The teacher must be free to think and to express ideas, free to select and employ materials and methods of instruction, and free to act within his/her professional group. Such freedom should be used judiciously and prudently to the end that it promotes the free exercise of intelligence and pupil learning.

Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession and the philosophy and goals of the school system. Those responsibilities include:

- A commitment to democratic tradition and its methods
- A concern for the welfare, growth, and development of children
- The method of scholarship
- Application of good taste and judgment in selecting and employing materials and methods of instruction
- Recognition of the limits of tolerance of the community.

Legal Reference: 29 U.S.C. §§ 621-634 (1994).
 42 U.S.C. §§ 2000e et seq. (1994)
 42 U.S.C. §§ 12101 et seq. (1994).

Cross Reference: 604.10 Academic Freedom

Approved:
Reviewed:
Revised:

406.52 - CERTIFICATED EMPLOYEE PLANS AND PLAN BOOKS

All teachers will be provided with plan books. The purpose of these plan books is, first, to provide the teacher with a convenient systematic way of organizing and planning the classroom work for at least one week in advance; and, second, to provide an adequate guide for the substitute who may be called in to take over the class. These plan books, with plans prepared for the following week, may be requested for review at any time by the principal or superintendent. Principals are expected to check plan books from time to time.

Plans are to be general statements of what is planned to be done. Well-planned work which keeps pupils busy with profitable tasks during every minute of the day is the best discipline practice any teacher can have.

Condition of classrooms. Teachers are responsible for the condition of the classroom and the equipment at all times. Prior to the close of each period, and before the close of school at the end of the day, teachers will hold students responsible for leaving the room clear of the clutter of paper, textbooks, and other items of classroom use. If a classroom is used by more than one teacher, this becomes the responsibility of all teachers using the room. On leaving the room for the day, teachers will turn out all lights, close and lock all windows, and close all doors.

Bulletin boards. Teachers are urged to keep bulletin boards as attractive as possible and change them frequently. Having the students responsible for their own bulletin boards can be a worthwhile project in itself.

Cooperation with custodians and housekeepers. The work of the custodians and housekeepers in protecting the health of everyone in school makes their job one of utmost importance. Cooperation of all staff members with the custodial staff in keeping the school environment clean and safe will be appreciated. If you have suggestions to make about the way your room or area is being cleaned, please refer them to the principal.

Approved:

Reviewed:

Revised:

406.53 - CERTIFICATED EMPLOYEE SHARED TEACHING ASSIGNMENTS

On occasion it may be in the best interest of the school district to employ two instructors to share a single position. In such instances the plan for share positions will be developed by the building principals and submitted to the superintendent for approval.

The superintendent will submit the employment request to the Board of Education for approval.

In determining compensation for two or more teachers sharing a single position, an individual rate of pay will be determined by the percentage of full-time position calculated on the number of hours of assignment compared to the six -hour day. In no case shall the total sum of the part-time assignments for a shared position equal more than 1.0 full-time equivalent position.

Approved:

Reviewed:

Revised:

407 - Certificated Employee Compensation and Benefits

407.05 - CERTIFICATED EMPLOYEE WORKERS' COMPENSATION

The district will participate in workers' compensation as required by statute. All employees of the district will be covered by workers' compensation regardless of type of assignment, length of assignment or hours worked per day.

The selected workers' compensation plan will provide coverage for medical expenses and wages to the extent required by statute to qualifying employees. The amount of workers' compensation wage-replacement and sick leave benefits shall not exceed a regular daily rate of pay.

The superintendent shall be responsible for developing administrative regulations to implement the workers' compensation plan and shall annually review the costs and performance of the plan with the board, making recommendations for changes as necessary.

Legal Reference: Neb. Statute 48-101 et seq.

Cross Reference 404 Employee Health and Well-Being
 905 Safety Program

Approved:

Reviewed:

Revised:

407.07 - CERTIFICATED EMPLOYEE NEGOTIATIONS

Certificated employees of the district shall have the right to form, join and participate in the activities of organizations of their choosing for the purpose of representation of all matters of employment relations, but no certificated employee shall be compelled to join such an organization. Boards may enter into collective bargaining agreements for periods not to exceed four years.

The following timelines shall be in effect for the annual negotiations process preceding the contract year in question:

1. On or before September 1 the certificated and instructional employees' collective bargaining agent shall request recognition as bargaining agent.
2. The governing board shall respond to such request not later than October 1.
3. On or before November 1 negotiations shall begin.
4. On or before February 8 if an agreement is not reached, the parties shall submit to mandatory mediation or factfinding as ordered by the commission unless the parties mutually agree in writing to forgo mandatory mediation or factfinding.
5. On or before March 25 or within twenty-five days after the certification of the amounts to be distributed to each local system and each school district, whichever occurs last in time, negotiations, mediation, and factfinding shall end.
6. If an agreement has not been achieved on or before the date in item 5 above, either party may, within fourteen days after such date, file a petition with the commission to resolve the dispute.
7. The commission shall render a decision on or before September 15.

There shall be no fewer than four negotiations meetings between the certificated and instructional employees' collective bargaining agent and the governing board's bargaining agent prior to mediation, unless the parties agree to a new negotiated agreement. Either party may seek a bargaining order as provided in statute at any stage in the negotiations.

In seeking a bargaining order, the commission shall provide the parties with the names of five individuals qualified to serve as the resolution officer. If the parties cannot agree on an individual, each party shall alternately strike names, with the remaining individual serving as the resolution officer.

The resolution officer may:

1. determine whether the issues are ready for hearing and settlement;
2. identify for resolution terms and conditions of employment that are in dispute and which were negotiated in good faith but upon which no agreement was reached;
3. accept terms and conditions;
4. schedule hearings;
5. prescribe rules of conduct for conferences;

6. order additional mediation if necessary;
7. take any other action which may aid in resolution of the dispute; and
8. consult with an interested outside party only with the concurrence of all parties.

The resolution officer shall choose the most reasonable final offer on each issue in dispute. If either party is dissatisfied with the resolution officer's decision, it shall have the right to file an action with the commission seeking a determination of terms and conditions of employment. The commission shall resolve, as provided by statute, all the issues identified by either party and which were recognized by the resolution officer as a dispute. If parties have not filed with the commission by the latter of March 25 or within twenty-five days after the certification of school funds, the decision of the resolution officer shall be deemed final and binding.

Legal Reference: Neb. Statute 48-811, 816, and 818

Cross Reference: 201.01 Board Powers and Responsibilities

Approved:

Reviewed:

Revised:

408 - Certificated Employee Termination of Employment

409 - Certificated Employee Professional Growth

410 - Certificated Employee Vacations and Leaves of Absence

411 - Other Certificated Employees

411.53 - EMPLOYMENT OF COACHES/SPONSORS FROM OUTSIDE THE REGULAR STAFF

When coaching and sponsorship positions cannot be filled from regular staff members, the superintendent and activities director shall secure coaches/sponsors from outside the regular district staff.

All coaching and activity sponsorships are “at-will” employment. In making determinations for filling positions, the activities director and superintendent may consider the overall educational and competitive experience for student athletes and activity participants, along with other factors impacting the successful operation of the program along with the other operations of the school district.

Approved:

Reviewed:

Revised: 7-10-2023

412 - Support Staff - General

412.01 - SUPPORT STAFF DEFINED

Support staff are employees who are not administrators or employees in positions which require a Nebraska Department of Education teaching certificate and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Support staff shall include, but not be limited to, teacher and classroom aides, custodial and maintenance employees, clerical employees, food service employees, bus drivers, and temporary help for summer or other maintenance. The position may be full-time or part-time. Full-time school nurses are often included at the board's discretion as certificated staff.

Employees may be required to secure a license to hold a particular position. Any license so required will be identified on the job description. If the school district requires an employee to secure a license the cost of obtaining the license will be the responsibility of the school district.

It shall be the responsibility of the superintendent to establish job specifications and job descriptions for support staff positions. Job descriptions may be approved by the board.

All support staff employees are considered "at will" employees who may end their employment with the district at their will or whose employment with the district can be ended at the will of the district. All support staff employees will be required to sign an "at will" employment agreement indicating their awareness and acceptance of the "at will" status of their employment.

Cross Reference: 406.01 Certificated Employee Defined
 413.03 Support Staff Group Insurance Benefits

Approved:
Reviewed:
Revised: 7-10-2023

412.07 - SUPPORT STAFF EVALUATION

All support staff may be evaluated by one or more supervisors. The written results of these evaluations will be compiled and given to the superintendent.

Supervision: All support staff employees will have at least one supervisor. The supervisor will be listed on the job description. These supervisors may include: head custodian, director of transportation, head cook, head coach/sponsor, activities director, principal, instructional services director, or superintendent. However, the overall supervision of the support staff is the responsibility of the superintendent.

Approved:

Reviewed:

Revised: 7-10-2023

413 - Support Staff Compensation and Benefits

413.01 - SUPPORT STAFF COMPENSATION

The board shall have the authority to determine the compensation to be paid for the support staff positions, keeping in mind the education and experience of the support staff member, the educational philosophy of the school district, the financial condition of the school district and any other considerations as deemed relevant by the board.

Support staff shall be classified as:

Regular employees: Employees who are employed at least 30 hours per week on a year round basis.

School time employees: Employees who are employed at least 30 hours per week during the time school is in session.

Part time employees: Employees who work less than 30 hours per week.

The superintendent or designee shall hire support staff to meet personnel needs consistent with the district's budget, instructional needs, and non-instructional operations.

Cross Reference: 412.03 Support Staff Contracts
 413.02 Support Staff Wage and Overtime Compensation

Approved:

Reviewed:

Revised: 7-10-2023

413.01R1 - SUPPORT STAFF COMPENSATION GUIDELINES

The Board of Education desires to maintain a quality work staff and will provide compensation at an adequate level to attract and keep quality support staff employees. In determining compensation for support staff, the board will take into account the responsibilities of the position, the qualifications required, past experience of the individual, and years of service to the district.

A wage schedule is established to provide a guide for paying new employees and a method of rewarding present employees for their service to the school. The superintendent will adjust the wage schedule as necessary to comply with changes in statute and labor market conditions. When positions are transitioned to FLSA-exempt status, compensation will be adjusted to a salaried basis.

All employees will be paid on the fifteenth of each month for the hours worked the previous month. If the fifteenth falls on a Saturday or Sunday, payroll checks may be issued on the preceding Friday.

Employees will be expected to accurately report hours worked through district software used for time reporting.

All deductions, as required by law, will be deducted from the payroll check. Other deductions, such as annuities, may be established by the employee. A certificate signed by the employee and on file with the business manager will be required to establish other deductions. All changes involving payroll deductions or stoppage of deductions must be submitted in writing to the business manager by the first of the month for it to be in effect for the next payroll on the fifteenth of the month.

Approved:

Reviewed:

Revised: 7-10-2023

413.02 - SUPPORT STAFF WAGE AND OVERTIME COMPENSATION

Hours in excess of forty (40) hours per week will be considered overtime and will be paid at one and one-half times the regular established pay rate. Compensation time may be granted at the discretion of the superintendent at the rate of one and one-half hours for each hour of overtime. All overtime must have prior approval of the superintendent.

Each non-exempt employee will be expected to accurately report hours worked through district software used for time reporting. Failure of the employee to maintain, or falsification of, a daily time record will be grounds for disciplinary action.

It is the responsibility of the superintendent or designee to maintain wage records.

Legal Reference: 29 U.S.C. §§ 206 et seq. (1994).
 29 C.F.R. Pt. 778 (1968).

Approved:

Reviewed:

Revised: 7-10-2023

414 - Support Staff Termination of Employment

414.03 - SUPPORT STAFF SUSPENSION, DISMISSAL AND DISCIPLINARY ACTION

The superintendent or designee shall hire support staff to meet personnel needs consistent with the district's budget, instructional needs, and non-instructional operations.

Support staff may be terminated by the superintendent at his or her discretion.

Other forms of progressive discipline may be used before termination of the employee. These may include but not be limited to counseling, written reprimand, or suspension without pay.

Approved:

Reviewed:

Revised: 7-10-2023

415 - Support Staff Vacation and Leaves of Absence

Section 500 - Students

501.00 - OBJECTIVES FOR EQUAL EDUCATIONAL OPPORTUNITIES FOR STUDENTS

This section of the board policy manual is devoted to the board's goals and objectives for assisting the students of the school district in obtaining an education. Each student shall have an opportunity to obtain an education in compliance with the policies in this series. It is the goal of the board to develop a healthy social, intellectual, emotional, and physical self-concept in the students enrolled in the school district. Each student attending school will have the opportunity to use it and its education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures each student the same opportunity.

The board supports the delivery of the education program and services to students free of discrimination based on race (including skin color, hair texture, and protective hairstyles), color, national origin, sex, disability, religion or marital status, sexual orientation or gender identity and provides equal access to the Boy Scouts and other designated youth groups. This concept of equal educational opportunity serves as a guide for the board and employees in making decisions relating to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.

Board policies, rules and regulations affect students while they are on school district property or on property within the jurisdiction of the school district; while on school owned, operated, or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management, and educational processes of the school district.

This section of the board policy refers to the term "parents" in many of the policies. The term parents for purposes of this policy manual shall mean the legal parents. It shall also mean the legal guardian or custodian of a student and students who have reached the age of majority or are otherwise considered an adult by law.

Inquiries by students regarding compliance with equal educational opportunity laws and policies, including but not limited to complaints of discrimination, shall be directed to the Compliance Coordinators or the building principal.

Inquiries may also be directed in writing to the Director of the Kansas Office of Civil Rights, U.S. Department of Education, One Petticoat Lane, 1010 Walnut Street, Suite 320, Kansas City, MO 64106, (816) 268-0550, the Nebraska Equal Opportunity Commission, State Office Building, 301 Centennial Mall South, 5th floor, P.O. Box

94394, Lincoln, NE 68509-4934, (402) 471-2024 or (800) 642-6112 or by email to OCR.KansasCity@ed.gov. This inquiry or complaint to the federal or state office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Every report of alleged violations of this policy that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, during an ongoing investigation of this policy, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of this policy.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

Legal Reference: Sect. 504 of the Rehabilitation Act of 1973
 20 U.S.C. §1681 et seq. (1994)
 34 C.F.R. §104 et seq.
 34 C.F.R. §160 et seq.
 Neb. Statute 79-2,114 et seq. (Neb. Equal Opportunity in
 Education Act).

Cross Reference: 100 District Organization and Basic Commitments

Approved:
Reviewed:
Revised:

502 - Student Admissions

502.02 - NONRESIDENT STUDENTS/OPTION ENROLLMENT

Students who are eligible to attend a Nebraska public school but who are not legal residents of the school district may be admitted into the school district in accordance with the option enrollment program authorized by state statutes. Option enrollment students shall be accepted without charge. If the student has previously had an option enrollment accepted in any district, the application shall be rejected unless a statutory exception to this rule applies for that student.

Application for option enrollment should be made between September 1 and March 15 for enrollment during the following and subsequent school years. Upon agreement of the school boards of the resident district and the option (receiving) district, deadlines for application and approval of the option may be waived. Following the March 15 deadline, applications requesting admittance must contain a release approval from the resident district prior to the option district's consideration for acceptance.

The application for option enrollment does not require a release from the resident district and the receiving district has forty-five days to issue acceptance or rejection if:

1. after February 1 the student relocated to a different resident district, or
2. the student's option district merged with another district effective after February 1, and
3. the student's attendance would occur during the next immediate and subsequent school years.

For applications submitted by the March 15 deadline, written notification of approval or rejection of the application will be made before April 1 to the student's parent/guardian and the resident district. If the district rejects an application for a student to option in or out, the district will provide notification by certified mail to the parent/guardian of the specific reasons for rejection including a description of services and accommodations required that the district does not have the capacity to provide and the process for appealing the decision to the State Board of Education.

The board shall adopt standards and conditions for acceptance or rejection of a request for release of a resident student submitting an option application after March 15. Such standards shall not include the failure to meet the March 15 deadline. For those applications, the option district shall notify the parent/guardian and the resident district whether the application is accepted or rejected within sixty days after submission. False or substantively misleading information submitted by a parent/guardian on an application to an option district may be cause for the option district to reject a previously accepted application prior to the student's attendance.

The board shall adopt a resolution and publish its specific standards for acceptance and rejection of applications as an option school prior to October 15th of each school year for the next school year.

Standards will conform to those set forth by state statute. These may include the capacity of a program, class, grade level, or school building.

Capacity for the district's special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee. If the district receives an option enrollment application indicating the student has an individualized education program under the Individuals with Disabilities Education Act or may be eligible to receive special education or related services, it shall be evaluated to determine if the appropriate class, grade level, or school building in the district has the capacity to provide the student with the appropriate services and accommodations.

An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

The application may be rejected if it is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law.

An option district shall give first priority for enrollment to siblings of option students within the requirements of state statutes. The board shall follow statutes regarding the application of a student who relocates in a different district but wants to continue attending his or her original resident district or current option district.

Nonresident students not going through option enrollment may also be admitted under a contract with the student's resident district at the discretion of the superintendent upon application and payment of tuition as stated in the contract. The tuition rate shall be the current per pupil cost of the school district as computed by the superintendent.

Students whose residency in the district ceases during a school year may continue attending school for the remainder of the school year without payment of tuition.

The district may choose to provide transportation to the option student in the same manner as for resident students and may choose whether or not to charge the parents of those option students a fee to recover the district's costs for the transportation. Any such agreement shall

503 - Student Attendance

504 - Student Rights and Responsibilities

504.11 - WEAPONS

The board believes weapons and other dangerous objects and look-a-likes in school district facilities including concealed weapons cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees and visitors on the school district premises or property within the jurisdiction of the school district.

Weapons and other dangerous objects and look-a-likes shall be taken from students and others who bring them onto the school district property or onto property within the jurisdiction of the school district or from students who are within the control of the school district.

The term "dangerous object" shall include noxious or flammable material, fireworks, devices intended to administer an electric shock (tasers, electric batons, prods, or stun guns) chemical weapons (i.e. mace, pepper spray), martial arts weapons or other instruments including those which eject a projectile or substance of any kind, or any replica or facsimile of any of the above, whether functional or nonfunctional, whether designed for use as a weapon or for some other use.

Parents of students found to possess weapons or dangerous objects or look-a-likes on school property shall be notified of the incident. Confiscation of weapons or dangerous objects including concealed weapons shall be reported to the law enforcement officials, and students will be subject to disciplinary action including suspension or expulsion.

Students bringing firearms as defined in 18 U.S.C. 921 to school or knowingly possessing firearms including concealed firearms at school may be expelled for a period of not less than one year. Students bringing to school or possessing dangerous weapons, including firearms, will be referred to law enforcement authorities. The superintendent shall have the authority to recommend this expulsion requirement be modified for students on a case-by-case basis. For purposes of this portion of this policy, the term "firearm" includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive, incendiary or poison gas.

Weapons or dangerous objects under the control of law enforcement officials shall be exempt from this policy. Firearms kept in a locked firearm rack that is on a motor vehicle or that are contained within a private vehicle operated by a nonstudent adult that are not loaded are also exempt. Firearms also may be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard. The principal may allow authorized persons to display weapons or other dangerous objects or look-a-likes for educational purposes and must be kept in a designated location during the school day. Such a display shall also be exempt from this policy. It shall be the responsibility of the superintendent, in conjunction with the principal, to implement this policy.

Legal Reference:

Neb. Statute 79-263

Neb. Statute 28-1204.04

Improving America's Schools Act of 1994, P.L. 103-382.

18 U.S.C. § 921 (1994).

McClain v. Lafayette County Bd. of Education, 673 F.2d
106 (5th Cir. 1982).

Cross Reference:

505 Student Discipline

508 Student Health and Well-Being

Approved:

Reviewed:

Revised: 8-14-23

504.23 - SUICIDE AWARENESS

The board wishes to ensure that appropriate staff training for suicide awareness and prevention as required by state statutes is conducted on an annual basis. All district nurses, teachers, counselors, school psychologists, administrators, school social workers, and any other appropriate personnel shall receive at least one hour of such training each year.

The training should include such topics as how to identify appropriate mental health services both within the school and also within the larger community, and when and how to refer youth and their families to those services.

It shall be the responsibility of the superintendent to implement and monitor this training.

Legal Reference: 2014 LB 923

Approved:

Reviewed:

Revised:

505 - Student Discipline

505.03 - STUDENT DISCIPLINE

Student Discipline

A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

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

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian

describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.

d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.

e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

3. Expulsion:

a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.

b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or

school volunteers. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.

c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.

d. Alternative Education: Students who are expelled may be offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.

e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.

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

g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.

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

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

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

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

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric

evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.

C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (see also board policy on weapons and firearms);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student;*

also, it includes being impaired by reason of the abuse of any material used as a stimulant);

7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults that occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules, or a single violation if the conduct amounts to a criminal act, if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, sex, national origin, or religion;
 - b. Dressing or grooming in a manner that violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or is disruptive, distracting, or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, or a tobacco imitation substance or packaging, regardless of form, including cigarettes, chewing tobacco, and any other form of tobacco or imitation, such as electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
 - h. Engaging in initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of

“hazing” as defined below. Initiations are prohibited except by permission of the superintendent;

- i. Engaging in hazing as defined by state law and this policy. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Under state criminal law, hazing activities include but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person. For purposes of school rules, hazing also includes any activity expected of someone joining a group, team, or activity that humiliates, degrades, or risks emotional and/or physical harm, regardless of the person's willingness to participate; personal servitude; restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; binge drinking and drinking games; sexual stimulation and sexual assault;
 - j. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones and electronic devices (including earbuds) or other devices to send, post, or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send emails to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks, or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
 - k. Violation of the district's computer acceptable computer use policy is subject to discipline, up to and including expulsion; and
 - l. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.
12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
 13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes,

but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.

14. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
15. Willfully violating the behavioral expectations for riding school buses or vehicles.
16. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
 - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
 - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
17. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior

written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.

- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

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

D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

- a. Clothing or jewelry that is gang-related
- b. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground
- c. Clothing or jewelry that advertises alcohol, tobacco, or illegal drugs
- d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
- e. Headwear including hats, caps, bandannas, hoodie hoods, scarves, and non-prescription glasses/sunglasses; Hats/headcover/glasses (none prescription) may

be allowed under circumstances where a medical condition is present with approval of the building principal

- f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
- g. Clothing or jewelry displaying words or images that carry double meanings or profanity (bad words) in writing, pictures or slogans.
- h. Visible body piercing (other than ears)
- i. Shorts of mid-thigh length, or longer, may be worn during the periods of daylight savings time only for K-6. Grades 7-12 may wear shorts that meet this guideline year-round.
- j. Costumes and/or clothing intended for entertaining or special occasions may only be worn on days approved by the building principal.

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

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

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

2. Academic Integrity.

a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

b. Definitions: The following definitions provide a guide to the standards of academic integrity:

(1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances):

(i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material or AI (artificial intelligence) systems, devices, or information while taking a test except as expressly permitted.

For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

(iii) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.

(iv) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.

(v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.

(b) Papers (includes papers, essays, lab projects, and other similar academic work):

i) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.

(ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet

the requirements of the present course or program without notifying the instructor to whom the work is presented.

(iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's. Likewise, using material generated through an AI (artificial intelligence) system and submitting it as original work is considered cheating.

(iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

(c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

(2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:

(a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

(b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

(3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:

(1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the

work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.

(2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.

(3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

3. Electronic Devices

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

b. Definitions.

(1) "Electronic devices" include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.

(2) "Sexting" means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:

(i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or

(ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,

(iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.

c. Possession and Use of Electronic Devices.

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

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

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

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

d. Violations

(1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main

office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

(i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

(ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

(i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.

(ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

(4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

1. 1st Offense: Student will be confronted and directed to cease.
2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.

If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students in the hallway during class time must have a pass with them, and may not leave class without permission.
2. Students are expected to follow other classroom rules as set by individual teachers.
3. Lunch is to be eaten in the cafeteria/Red Zone or off campus during open campus lunchtime unless special permission is granted.
4. Students are expected to bring all books and necessary materials to class.
5. Assignments for all classes are due as assigned by the teacher.
6. Special classes such as Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to you by that teacher which must be followed.
7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
8. Students are to be in their seats and ready for class on the tardy bell.
9. Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
10. Snow handling is prohibited.
11. Sunflower seeds, etc. are not allowed in the school building or classrooms.
12. Students are not to be in the school facilities without supervision.
13. Lying or otherwise deceiving staff or administration.

14. Willfully disobeying any reasonable written or oral request of a school staff member or voicing of disrespect to those in authority.

G. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

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

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

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296

Approved:

Reviewed:

Revised: 8-14-23

505.04 - ALTERNATIVE EDUCATION PROGRAMS OR PLANS FOR EXPELLED STUDENTS

Alternative Education Programs or Plans For Expelled Students

In the event action is being taken to expel a student from this school district, the Administration may offer the student an alternative school, class, or educational program (hereinafter referred to as an "alternative program"); or (2) the development of a plan of behavior modification, educational objects, and financial resources and community programs available to meet the behavioral and educational objects, and monthly reviews to assess the student's progress toward meeting the specified goals and objects. An expelled student may not be required to attend the alternative program.

A. ALTERNATIVE EDUCATION PROGRAM:

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

B. EDUCATION PLAN PROGRAM:

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

(1) A conference shall be called by a school administrator and held to assist the district in the development of a plan with the participation of a parent or a legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved with juvenile justice.

(2) The plan shall be in writing and adopted by a school administrator and presented to the student and the parent or legal guardian.

(3) The plan shall:

(a) Specify guidelines and consequences for behaviors which have been identified as preventing the student from achieving the desired benefits from the educational opportunities provided,

(b) Identify educational objectives that must be achieved in order to receive credits toward graduation,

(c) Specify the financial resources of the community programs available to meet both the educational and behavioral objects identified, and

d) Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

The school district shall submit such plan on the form "Section 79-266(2) Plan" attached to this policy as Appendix "1".

Legal Reference: Neb. Rev. Stat. Sec. 79-266
 NDE Rule 17

Approved:

Reviewed:

Revised: 8-14-23

Student:

Date and Participants:

(List parent or legal guardian, school representative, and community or agency representative)

(a) Guidelines and Consequences for Behaviors

The student has been recommended for expulsion for conduct as specified in correspondence and memoranda recently provided to the student and the student's parents or guardian. This conduct has had the effect of preventing the student from achieving the desired benefits from the educational opportunities provided. The student is expected to conform his conduct to the school rules for which he has been recommended for expulsion and all other established school rules. Further disciplinary measures, including possible future expulsions, can result from future violations of such behavioral guidelines and expectations.

(b) Educational Objectives

In order to graduate, the student needs to receive the credits listed in Attachment "A", subject to future modifications in graduation requirements.

(c) Financial Resources and Community Programs Available

The financial resources and community programs available to meet the educational and behavioral objectives identified in this plan include school resources (e.g., upon return from the recommended expulsion, counseling with the school counselor, and meetings with the school administration and teachers) and community organizations which assist young people (e.g., civic organizations, local college and university programs, and community college programs).

(d) Monthly Reviews & Other

During the period of the expulsion, the student shall be required to attend monthly reviews with the Principal or designee to assess the student's progress toward meeting the specified goals and objectives. The student shall be responsible for contacting the named school official to schedule the monthly meetings. (Attach separate sheet for any additional information or terms of plan).

Dated this _____ day of _____, 20____, adopted by the school administrator after a conference held to assist the district in the development of the plan with the participation of a parent or legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a

representative of an agency involved in juvenile justice, and presented to the student and parent or legal guardian at the conference prior to the student being expelled in accordance with law.

Adopted by _____

[Administrator]

Attachments: Attachment "A" (academic credits needed to graduate or other, if applicable)

506 - Student Activities

506.01 - STUDENT ACTIVITY ELIGIBILITY

Participation in school activities is a privilege. School activities provide the benefits of promoting additional interests and ability in the students during their school years and for their lifetime.

However, students who participate in extracurricular activities serve as ambassadors of the school district throughout the calendar year, whether away from school or at school. Students wanting to participate in school activities must meet the requirements set out by the school district for participation in the activity and must conduct themselves in accordance with student conduct policies.

Student activity events must be approved by the superintendent unless they involve unusual travel expense, in which case the board will take action. The events must not disrupt the education program or other school district operations.

Eligibility requirements as published by the Nebraska School Activities Association (NSAA) shall be observed by all students. Additional eligibility requirements are in place as of January 3rd, 2006 that were developed by a committee of teachers, parents, and administrators.

Students in grades 9-11 must pass thirty (30) semester hours (six classes) of credit the immediate preceding semester in order to be eligible for any activity sponsored by Hemingford Public Schools.

Seniors: Students in Grade 12 will be required to pass twenty (20) semester hours (four classes) of credit during their senior year in order to be eligible for any activity sponsored by Hemingford Public Schools.

Students in grades 7 and 8 must pass 6 of 8 classes the immediate preceding semester in order to be eligible for any activity sponsored by Hemingford Public Schools.

In addition to the above eligibility rule, eligibility for Junior and Senior High students at Hemingford Public Schools is determined on a weekly basis. Students failing two or more classes (grade below 70%) for two consecutive weeks are ineligible to participate in extracurricular activities for a one week period which will be considered Wednesday through Tuesday. A student who is academically ineligible may attend practices, however they cannot travel with any team/activity, suit up/participate in any event/performance, or participate in any special school activity (such as prom and all dances/parties). Eligibility requirements shall not apply to instructional field trips which are a part of the scheduled course learning experience; or activities or events which are a part of the student's grade requirements.

Students who are enrolled primarily in an exempt school, a private school, or a parochial school who are part-time students participating in activities at Hemingford Public Schools shall provide

the principal with current transcripts and grade reports (weekly), so eligibility determinations can be made.

Legal Reference: 20 U.S.C. Sect.1681-1683; 1685-1686 (1994).
34 C.F.R. Pt. 106.41 (1993)

Neb Statute 79-296

79-443

Cross Reference: 502 Student Attendance
504 Student Rights and Responsibilities
505 Student Discipline
508 Student Health and Well-Being

Approved:

Reviewed:

Revised: 9-12-2022

506.01R1 - PROCEDURES AND GUIDELINES FOR ACTIVITY ELIGIBILITY

Weekly Updates

Teachers will post grades on a weekly basis. Any student failing two or more classes (grade below 70%) for two consecutive weeks is ineligible to participate in extracurricular activities for a one week period which will be considered Wednesday through Tuesday. A student who is academically ineligible may attend practices, however they cannot travel with any team/activity, suit up/participate in any event/performance, or participate in any special school activity (such as prom and all dances/parties). Eligibility requirements shall not apply to instructional field trips which are a part of the scheduled course learning experience; or activities or events which are a part of the student's grade requirements. World Stride has its own code of conduct to attend, this activity will not be considered as part of the eligibility policy.

Any student who is sanctioned or is found by the school district policy or NSAA policy to be ineligible to participate in any extracurricular activity may appeal the sanction or finding in accordance with the student due process policy.

Eligibility Requirements:

1. Student must be an undergraduate.
2. Student must be enrolled in at least twenty hours per week and regular in attendance, in accordance with the school's attendance policy at the school he/she wishes to represent in interscholastic competition.
3. Student must be enrolled in some high school on or before the eleventh school day of the current year.
4. Student is ineligible if nineteen years of age before August 1 of current school year. {Student may participate on a high school team if he/she was 15 years of age prior to August 1 of the current school year.}
5. After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school membership.
6. Student must have been enrolled in school the immediate preceding semester.
7. Student must have received twenty semester hours of credit the immediate preceding semester and must be receiving a minimum of twenty semester credits during the semester of activity participation.
8. Once the season of a sport begins, a student shall compete only in athletic contests/meets in that sport which are scheduled by his/her school. Any other competition will render the student ineligible for a portion of, or all of, the season in that sport. The season of a sport begins with the first date of practice as permitted by NSAA rules.
9. A student shall not participate in sports camps or clinics during the season of a sport in which he/she is involved, either as an individual or as a member of a team.
10. A student shall not participate on an all-star team while a high school undergraduate.
11. A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible.

After making a choice of high schools, any subsequent transfer will cause the student to be ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eighth or ninth grade student, he/she has established his/her eligibility at the high school where he/she participated. If the student elects to attend another high school upon entering ninth or tenth grade, he/she shall be ineligible for ninety school days.

12. When the parents of a student change their domicile from one school district, which has a high school to another school district, which has a high school, the student is ineligible for ninety school days except:
 - a. If the change in domicile by the parent occurs during a school year, the student may remain at the school he/she is attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible.
 - b. If a student has been attending the same high school since initial enrollment in grade nine and the school is located in the school district from which the parents moved, he/she may remain at that high school and retain eligibility or he/she is eligible at a high school located in the school district where his/her parents established their domicile.
 - c. If the parents moved during the summer months and the student is in grade twelve, the student may remain at the high school he/she has been attending and retain eligibility.
13. Guardianship does not fulfill the definition of a parent. If a guardian has been appointed for a student, the student is eligible in the school district where his/her natural parent{s} have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for his review and ruling.
14. A student shall not participate in a contest under an assumed name.
15. A student must maintain his/her amateur status.

PARTICIPATION AND PRACTICE A team member is not allowed to practice or participate unless he/she is in school the afternoon of the day of the contest or practice. Exception will be made for absenteeism due to school activities and being absent for business, doctor, dentist or similar appointments, provided the absenteeism is pre-arranged through the principal. Any questions about the rule must be Okayed by the activities director or the principal. In the case of a Saturday event, the athlete should be in school Friday afternoon. If the athlete is unable to be in school on Friday afternoon, they should make prior arrangement with the principal to receive permission to participate on Saturday. If a student is ill, we do not expect them nor do we want them to come to school simply to perform in a contest. Not only will this slow the student's recovery, they may be contagious and infect other students. The principal will make the final ruling whether or not a student can't perform in a contest when missing school the half day before a contest.

All students are expected to be on time, in fact ahead of time for all practices, contests, and departures for contests. Failure to do so may result in loss of playing time at all levels. Above all, participants should be good citizens. Participants should have pride in themselves as well as in

their community and their school. Athletes should be dedicated to a healthy mind, a healthy body, and a positive attitude. Participants should not be exempt from rules, but rather held highly accountable for any actions which may be viewed as detrimental to the school or the community. Participants must remember at all times that their actions and attitudes not only reflect upon themselves but are a direct reflection of all of the students, parents, and staff at Hemingford Public School as well as all community members of Hemingford.

Students who are enrolled primarily in an exempt school, a private school, or a parochial school who are part-time students participating in activities at Hemingford Public Schools shall provide the principal with current transcripts and grade reports (weekly), so eligibility determinations can be made.

Approved:

Reviewed:

Revised: 9-12-2022

506.02 - STUDENT ORGANIZATIONS

Secondary school student-initiated, noncurriculum-related groups and student curriculum-related groups, upon receiving permission from the principal, may use school facilities for group meetings during noninstructional time. Nothing in this policy shall contradict the federal Equal Access Act.

Noninstructional time shall mean any time before the first period of the day and after the last period of the day in which any student attends class. Meetings shall not interfere with the orderly conduct of the education program or other school district operations. It shall be within the discretion of the principal to determine whether the meetings will interfere with the orderly conduct of the education program or other school district operations. Activities relating to and part of the education program shall have priority over the activities of another organization.

Access by Federally Recognized Youth Organizations

The district shall, upon request, allow a representative of any federally recognized youth organization to provide (1) oral or written information to the students regarding that youth organization and how the organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship and (2) services and activities to any student who is a member of the organization. A federally recognized youth organization is one listed in 36 U.S.C. Subtitle II, Part B. Each requesting youth organization shall be permitted to provide such information, services, and activities at school at least once during each school year. Administrators shall make a good faith effort to select a date, time, and location for each requesting organization to provide such information, services, or activities that is mutually agreeable to the school district and to the organization, but all final decisions rest with the administration. Any such organization representative not employed by the district shall be subject to a background check at the organization's expense. Administrators may prohibit any organization representative convicted of a felony or otherwise presenting safety concerns as described in the district's Visitors to School Policy from being on the school grounds. Nothing in this section shall override or contradict the district's Parental Involvement Policy.

NON-FEDERALLY RECOGNIZED ORGANIZATIONS

Curriculum-Related Organizations

It shall also be the responsibility of the principal to determine whether a student group is curriculum-related. One or more of the following questions will be answered affirmatively if the group is curriculum-related:

- Is the subject matter of the group actually taught in a regularly offered course?
- Will the subject matter of the group soon be taught in a regularly offered course?
- Does the subject matter of the group concern the body of courses as a whole?
- Is participation in the group required for a particular course?

- Does participation in the group result in academic credit?

Secondary school curriculum-related student organizations may use the school district facilities for meetings and other purposes before and after the instructional school day. Employees shall be assigned to monitor approved meetings and may interact with curriculum-related organizations.

Noncurriculum-Related Organizations

Student-initiated, noncurriculum-related organizations shall be provided access to meeting space and school district facilities.

Only students may attend and participate in meetings of noncurriculum-related groups. Such attendance shall be strictly voluntary and student-initiated. As a means of determining whether a student's attendance is voluntary, the principal may require parental consent for the student to attend the meetings.

Legal Reference: Westside Community Board of Education v Mergens, 496 U.S. 226 (1990).

Neb. Statute 79-297 et seq.

Cross Reference: 504 Student Rights and Responsibilities

Approved:

Reviewed:

Revised: 8-14-23

506.11 - RANDOM DRUG TESTING OF STUDENTS INVOLVED IN EXTRACURRICULAR ACTIVITIES AND COMPETITIONS

The Hemingford school district supports and values student participation in extracurricular activities and competitions. Such participation is a privilege and not a right. Students in all extracurricular activities and competitions in grades 7-12 shall be subject to mandatory random testing for the presence of tobacco/nicotine, alcohol, and/or illegal drugs.

1. Purpose of Random Drug Testing
 - a. The purpose of this policy is to promote the health and safety of our students who participate in extracurricular activities or competitions and to deter the use of alcohol, illicit drugs, and tobacco among them.
 - b. The school district has recognized that observed and suspected drug, alcohol, and tobacco/nicotine use and abuse have increased among the student population, including students participating in extracurricular activities or competitions.
 - c. The school district seeks to provide safe, substance-free schools.
 - d. The school district seeks to deter the use of illegal and prohibited drugs, alcohol, and tobacco/nicotine among students.
 - e. The school district recognizes that students who use illegal and prohibited substances pose a threat to the health and safety of themselves, other students, teachers, administrators, and other persons.
 - f. The school district believes that the drug, alcohol, and tobacco/nicotine problem among the student body needs to be addressed. A large number of students who participate in extracurricular activities and competitions do not use drugs, alcohol, and tobacco/nicotine. The school district wishes to give those students an ongoing reason to say, "No," when presented with a chance to use.
2. Notice. Each student who participates or seeks to participate in extracurricular activities or competitions shall be given a copy of this policy. This policy may also be included in the student handbook.
3. Drug Testing Coordinator. The Drug Testing Coordinator shall be the Activities Director or his or her designee unless otherwise indicated.
4. Extracurricular Activities. This policy applies to all students who participate in extracurricular activities or competitions in our school district, which includes but is not necessarily limited to the following:

Instrumental/Vocal Music	Health Council/Health Professions
National Honor Society	One Act Play
Three Act Play/Dinner Theater	Speech
HS Quiz Bowl	JH Quiz Bowl
Student Council	Yearbook

Cheerleading	e-Sports
Mathcounts	Science Olympiad
HAL	Hope Squad
FFA	FCCLA
Football	Volleyball
Cross Country	Wrestling
Basketball	Track
Golf	Art and Culture Club
School Sponsored Dances	

5. Students Who Are Required to Submit to Drug Testing

- a. Grades. All students in grades 7-12 who participate in any extracurricular activity or competition are part of the pool subject to random drug testing.
 - b. Consent. A student and his or her parent(s)/guardian(s) must sign a consent form at the beginning of the school year, or upon entry to the school district to participate in any extracurricular activity or competition. The consent form is attached to this policy.
 - i. If consent is not signed at the beginning of the school year, the student can sign consent at the beginning of 2nd semester (or upon entry to the district.) For a student to be eligible for any extracurricular activity or competition, consent must be signed before the activity start date and/or before the first practice.
 - c. Selection Pool Eligibility. Students shall remain in the selection pool for an entire calendar year (365 days) from the date the consent form is received.
 - d. Withdrawal. Students who have a consent form on file remain eligible for random drug testing from the date the consent form is received by the school district and throughout the remainder of the school year or until the student files a Withdrawal of Student From Activity form signed by the student and his or her parent(s)/guardian(s). Upon withdrawal, the student shall not be eligible to participate in any activity that is subject to drug testing for the remainder of the school year, unless consent is signed at the beginning of 2nd semester in which case the student again returns to the pool for the remainder of the school year.
6. Drugs. Students participating in extracurricular activities or competitions are prohibited from using, possessing, distributing, manufacturing, or having drugs, alcohol, and tobacco/nicotine present in their system. For purposes of this policy, “drugs” means:
- a. Any substance considered illegal by the Uniform Controlled Substances Act, Neb. Rev. Stat. § 28-401 et seq.

- b. Any substance which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances or other prescription drugs;
- c. Alcohol for any student under the age of 21. Alcohol shall have the meaning as provided in Neb. Rev. Stat. § 48-1902(1);
- d. Any tobacco or other substance which introduces nicotine and other tobacco-related substances into the body, including alternative nicotine products, vapor products, or electronic nicotine delivery systems ingested in any way, such as by use of an e-cig, vape pen, or Juul.

7. Testing Procedures

- a. **Student Selection.** All students who participate in extracurricular activities or competitions and submit a consent form will be included in a master list and will be subject to random drug screening. The master list shall be submitted to the company employed by the district to conduct the testing.
- b. **Reasonable Suspicion Testing.** In addition to random drug testing, a student is subject to drug testing at any time when the Drug Testing Coordinator determines there is individualized reasonable suspicion based upon articulable facts to believe that the student has used a drug. The Drug Testing Coordinator will notify the student and take the necessary steps to schedule a test as soon as practicable.
- c. **Parental Request.** Students who do not participate in extracurricular activities or competitions may be added to the random drug screening master list upon parental request at the beginning of the school year.
- d. **Type of Test.** The school district reserves the right to utilize breath, saliva, urinalysis, or any other reliably recognized testing procedure. Urine and oral fluid samples which screen positive will be confirmed by the company selected by the district. Positive saliva or breath alcohol tests will be confirmed by EBT (Evidential Breath Tester). Other testing methods will be confirmed via industry-recognized processes and equipment.
- e. **Collection Site.** The Drug Testing Coordinator will designate the collection site at which students will provide specimens. The collection site may be off the premises of the school district.
- f. **Collection Procedures.** The school board will select a Drug Program Administrator (DPA) Company. The DPA shall randomly select the students subject to drug testing from the master list on a monthly basis.
 - i. The DPA will make selections based on up to 3 students monthly.

- ii. The DPA will maintain and follow generally accepted industry standards for collecting, maintaining, shipping, and accessing all specimens. The DPA will seek to obtain the sample in a manner designed to ensure accurate testing protocols while minimizing intrusion into a student's privacy.
 - iii. The DPA and the school district will provide a copy of the collection procedures upon request.
- g. **Drugs.** Students may be randomly tested for any drugs, including but not limited to nicotine, alcohol, amphetamines, marijuana or cannabinoids, cocaine, methadone, methaqualone, propoxyphene, hallucinogens, opiates, phencyclidine, synthetic opiates and PCP, steroids, barbiturates, benzodiazepines, alcohol, and any prescription drug that was obtained without proper authorization.
- h. **Results.** The DPA shall notify the school nurse, the Drug Testing Coordinator, and/or the high school principal of any non-negative test after the initial screening. The school representative shall notify the student's parents. The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). The MRO will be certified by an MRO accreditation body. The MRO will be responsible for reviewing test results and determining whether the use of a substance identified by the sample analysis is from illicit use or legitimate medical use. Testing results may take up to 2 weeks. Before making a final decision, the school representative shall contact the student and his or her parent(s)/guardian(s) to discuss the final result either face-to-face or over the telephone. If the MRO determines the test results are negative, no further action shall be taken against the student. The MRO will report the results of verified positives to the DPA, who shall then notify the School Nurse, Drug Testing Coordinator, and/or High School Principal of the positive test result. The Drug Testing Coordinator shall notify the student and his or her parent(s)/guardian(s) and any staff members responsible for implementing the consequences of this policy.
- i. **Request for a Retest.** A split specimen will be collected for all testing methods except alcohol testing. A positive alcohol test will be confirmed with an EBT device. A student's parent(s)/guardian(s) may request that the split specimen be tested at a second nationally certified laboratory from a list provided by the MRO. The request for the test must be submitted in writing to the MRO (with a copy sent to the Drug Testing Coordinator) within 72 hours of being notified of the final testing result. The student and his or her parent(s)/guardian(s) must pay the associated costs for an additional test in advance. The costs will be reimbursed if

the result of the split sample test is negative. The student will remain subject to the consequences of this policy during the retesting procedure.

8. Consequences for Testing Positive. The purpose of this policy is not to punish students, but to help them make healthy choices. Whenever the test results indicate a positive test, the Drug Testing Coordinator shall schedule a confidential meeting with the student, parent/guardian, sponsor/coach, and other members of the school's administration as appropriate. At the meeting, the Drug Testing Coordinator shall explain the drug testing procedures and the policy of the district. (All offenses are cumulative for the current school year.) The consequences shall be as follows:

a. First Offense

- i. Parent/Guardian's will be notified.
- ii. The student will receive closed campus lunch for a minimum of 3 school days. Lunch privileges will return upon the completion of an accountability project presented to a designated school representative.
- iii. The student shall be provided with a list of drug counseling resources available in the panhandle.
- iv. The student may automatically be included in the next round of drug testing. If a student tests negative, they will be returned to the random drug testing pool.

b. Second Offense

- i. Parent/Guardian's will be notified.
- ii. The student will receive closed campus lunch for a minimum of 5 school days. Lunch privileges will return upon the completion of an accountability project presented to a designated school representative.
- iii. The student shall be provided with a list of drug counseling resources available in the panhandle.
- iv. The student may automatically be included in the next three rounds of drug testing. If a student tests negative, they will be returned to the random drug testing pool.

c. Third Offense

- i. Parent/Guardian's will be notified.

- ii. The student shall miss 30 calendar days of extracurricular activities or competitions at the performance level (if in season). Students shall be required to attend/participate in practice but may not travel with a team.
- iii. The student will be required to complete a drug education course provided by the school.
- iv. Extracurricular activities or competitions will resume upon the completion of the 30 day suspension and successful completion of the drug education course.
- v. The student shall be provided with a list of drug counseling resources available in the panhandle.
- vi. The student may automatically be included in the next three rounds of drug testing. If a student tests negative, they will be returned to the random drug testing pool.

d. Additional Offenses

- i. For any additional offenses, parents will be notified and a specialized plan will be implemented based on the individual student's needs as deemed necessary by the school. Plans may include but are not limited to referrals to outside agencies, law enforcement, Panhandle Public Health Department, etc.
- ii. Consequences for additional offenses may not be less than the third offense consequences.

9. Refusal to Test

A student who refuses to submit to a drug test authorized under this policy, or refuses to comply with any other provision of this policy, shall not be eligible to participate in any extracurricular activities or competitions covered under this policy including all meetings, practices, performances, and competitions for the remainder of the school year.

10. Tampering

Tampering is the use of any agent or technique which is designed to avoid detection of a drug and/or compromise the integrity of a drug test and is prohibited. This includes providing false urine samples (for example, urine substitution), contaminating the urine sample with chemicals or chemical products, the use of diuretics to dilute urine samples, and the use of masking. If the School Nurse determines that a student tampered with a drug test, the student shall be deemed to have submitted a positive test.

The use of any such agent or technique shall be treated as a positive test for drugs prohibited by this Policy and shall be subject to the penalties outlined in Section 8 of this Policy.

11. Maintenance of Records

All results of drug testing shall be confidential. Procedures for maintaining confidentiality will be developed by the school district and the testing organization. The Drug Testing records of positive tests will be housed in a secure location. This information will not be available to anyone other than appropriate school personnel and parents. This information will be destroyed upon the student's graduation or one year after the student's class graduates. Under no circumstances will this information become a part of the student's permanent file, nor will it be sent to another school when the student moves to another district or transfers to another school. The school district will not share drug test results with any non-school personnel or authorized contractor except as authorized by the student's parents in writing.

12. Appeal

The school district will rely solely upon the opinion of the MRO to determine whether the positive test result was the result of the consumption of a drug. There shall be no appeal of the test result to any school administrator or the board of education.

13. Severability

If any portion of this policy is deemed to be contrary to the law of the state of Nebraska or the United States by judicial decision or an act of Congress, then only such portion or provision directly deemed to be unconstitutional shall be stricken, and the remainder of the policy shall remain in full force.

Adopted: 5-8-2023

Reviewed:

Revised:

Hemingford Public Schools
Consent To Perform Random Drug Testing

Student Name _____ Grade _____

As a student and parent:

We understand and agree that participation in extracurricular activities or competitions is a privilege that may be withdrawn for violations of the Random Drug Testing of Students Involved in Extracurricular Activities Policy.

We have read the Random Drug Testing Policy and understand the responsibilities and consequences as an activity participant if the student violates the policy.

We understand that when students participate in any extracurricular activity or competition, they will be subjected to random drug testing, and if they refuse, will not be allowed to practice or participate in any extracurricular activity or competition. We have read this consent statement and agree to its terms.

We understand this is binding while a student is enrolled in Hemingford School District.

Consent To Perform Drug Testing

We hereby consent to allow the student named on this form to undergo drug testing for the presence of drugs, alcohol, and tobacco/nicotine in accordance with the Random Drug Testing Program adopted by the Board of Education.

We understand that any samples will be sent only to a qualified laboratory for actual testing. We hereby give our consent to the medical vendor selected by the school board, their Medical Review Office (MRO), laboratory, doctors, employees, or agents, together with any clinic, hospital, or laboratory designated by the selected medical vendor to perform testing for the detection of drugs and to release the results of those tests as provided in the policy.

We understand these results will be forwarded to school district officials and will also be made available to us. We agree to sign any necessary releases if requested to do so.

We understand that consent according to this Consent to Perform Random Drug Testing will be effective for all extracurricular activities or competitions in which this student might participate during the current school year.

We hereby release the Hemingford Board of Education and its employees from any legal responsibility or liability for the release of such information and records, according to the policy.

Student Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Hemingford Public Schools
Revoking Consent for Random Drug Testing and
Withdrawal Of Student From Extracurricular Activities and Competitions

I understand that by signing this form I am rescinding my permission for random drug, alcohol, and tobacco/nicotine screening and no longer wish to participate in any extracurricular activity or competition.

I further understand that I am forfeiting my privilege to participate in athletics and/or extracurricular activities or competitions for the remainder of this school year.

I hereby rescind my consent to the administration of the drug screening and forfeit all participation in extracurricular activities or competitions for the remainder of the school year.

Student's Printed Name: _____

Signature: _____

Date: _____

Parent/Guardian's Printed Name: _____

Signature: _____

Date: _____

507 - Student Records

508 - Student Health and Well-Being

508.17 - SEIZURE SAFE SCHOOLS

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

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

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

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

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

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

Legal Reference: Neb. Statute 79-3201 to 3207

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Approved: 8-14-23

Reviewed:

Revised:

508.18 - NALOXONE IN SCHOOL

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

The Superintendent is hereby delegated the authority to develop rules and regulations to handle and administer naloxone in the event of a suspect opioid overdose, or in other emergency situations that require prompt attention.

Legal Reference: Neb. Rev. Stat. § 28-470

Approved: 8-14-23

Reviewed:

Revised:

508.19 - BEHAVIORAL POINTS OF CONTACT

The Superintendent is delegated the authority to designate one or more behavioral awareness and health points of contact for each school building in the District. The behavioral awareness and health point of contact may be an administrator, nurse, psychologist, counselor, or another appropriate staff member. Each behavioral awareness and health point of contact will be trained in behavioral awareness and health and have knowledge of community service providers and other resources that are available for the students and families in the District. The District will maintain or have access to a registry of local mental health and counseling resources for students and parents.

The points of contact will be listed on the District's website and in the student handbook.

The Superintendent shall report the designated behavioral awareness and health points of contact to the Nebraska State Department of Education each year when requested by the Department.

In addition, all District employees who interact with students, as determined by the Superintendent, shall receive at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training each year. The Superintendent or designee shall be responsible for coordinating this training.

Legal Reference: Neb. Rev. Stat. § 79-11,159
 LB 705, § 4 (2023)

Approved: 8-14-23

Reviewed:

Revised:

509 - Other Student-Related Matters

Section 600 - Instruction

601.00 - GOALS AND OBJECTIVES

This series of the board policy manual is devoted to the goals and objectives for the delivery of the education program as described by the mission statement of the district. The board's objective in the design, contents and the delivery of the education program is to provide an equal opportunity for students to pursue an education free of discrimination on the basis of race, creed, color, sex, national origin, marital status, religion or disability.

In providing the education program of the school district, the board shall strive to meet its overall goal of providing the students an opportunity to develop a healthy social, intellectual, emotional, and physical self-concept in a learning environment that provides guidance and encourages critical thinking in students.

In striving to meet this overall goal, the objectives of the education program are to provide students with an opportunity to:

- Acquire basic skills in obtaining information, solving problems, thinking critically and communicating effectively;
- Become effective and responsible contributors to the decision-making processes of the social and political institutions of the community, state and nation;
- Acquire entry-level job skills and knowledge necessary for further education;
- Acquire the capacities for a satisfying and responsible role as family members;
- Acquire knowledge, habits and attitudes that promote personal and public health, both physical and mental;
- Acquire an understanding of ethical principles and values and the ability to apply them to their own lives;
- Develop an understanding of their own worth, abilities, potential and limitations; and,
- Learn and enjoy the process of learning and acquire the skills necessary for a lifetime of continuous learning and adaptation to change.

Legal Reference: NDE Rule 10.012.01A

Cross Reference: 102 Educational Philosophy of the District

602 - General Organization

603 - Curriculum Development

604 - Instructional Curriculum

605 - Alternative Programs

0605.07 - FULL-TIME AND PART-TIME ENROLLMENT

Full-Time Enrollment

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

Exceptions are permitted only for:

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

Part-Time Enrollment of Non-Public School Students

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

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

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

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

A. Non-Public School Student Enrollment Application Procedures.

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. Deadline for Applications. The application must be received by August 1st preceding the school year the student wishes to enroll.
 - a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
 - b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 1st.
3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.

4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason! includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.

5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

B. Non-Public School Student Admission

1. Admission Requirements. Students must meet the normal admission requirements. This include the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.

2. Admission Process. Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Students may not enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day. A student who is attending an exempt school and who is enrolled on a part-time basis in the District's middle school or high school will be permitted to enroll in 20 semester credit hours of classes in the event the student has an interest in participating in extracurricular activities.

2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will not ordinarily be available for non-public school students.

3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may

on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.

4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determine to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.

5. Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

D. Non-Public School Student Policies

General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.

Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.

No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled, including as applicable State or District wide assessments, as full-time students.

Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.

Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.

Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the

principal or the principal's designee. Students must sign in and out of the school by following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.

Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement unless otherwise required by the law. Full-time students will be given first consideration for parking on the high school campus.

Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.

Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. Any student covered by this subsection must enroll in five credit hours through the District in any semester. There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Cross Reference:

502 Student Admissions
504 Student Rights and Responsibilities
505 Student Discipline
506 Student Activities
508 Student Health and Well-Being
611 Academic Achievement

Legal Reference: Neb. Rev. Stat. Sec. 79-2,136 and Sec. 79-526
 LB 705, § 75

Title 92, Nebraska Administrative Code, Chapter 10

Approved:
Reviewed:
Revised: 9-12-2022, 8-14-23

606 - Instructional Materials

607 - Instructional Arrangements

608 - Instructional Services

609 - School Improvement Plan

610 - Testing

611 - Academic Achievement

611.06 - HONORS RECOGNIZED AT HIGH SCHOOL GRADUATION AND GRADE POINT AVERAGE

The official grade point average (GPA) of graduating students is based on all high school credit hours in order to allow students sufficient opportunity to demonstrate achievement. Temporary GPA's will be sent to colleges and universities who request information for admission.

The official GPA will be furnished to post-secondary institutions upon request.

Hemingford High School will use the cum laude system to recognize academic excellence at graduation with the following GPA standards for levels of achievement and recognition.

97% and above = Summa Cum Laude (gold medallion)

95-96% = Magna Cum Laude (silver medallion)

93-94% = Cum Laude (bronze medallion)

Beginning with the 2027 graduating class, valedictorian and salutatorian will no longer be determined or recognized.

Students may wear honor cords and other regalia as approved by the high school principal. As a general guideline, honor cords will only be recognized when associated with school-sponsored programs. Medals will be reserved for academic achievements. Stoles will be reserved for nationally recognized honors programs.

The following procedures will also remain in effect until after the commencement of the class of 2026, at which time they will be eliminated:

The district will name a Valedictorian (Rank 1st in class) and Salutatorian (Rank 2nd in class) based solely upon class rank. Students must have attended Hemingford Schools for a minimum of 3 consecutive semesters to be eligible. If there is a tie in GPA for 1st or 2nd ranking, then students tied will be honored.

Legal Reference: Neb. Statute 79-526

Cross Reference: 507 Student Records

Approved:

Reviewed:

Revised: 8-14-23

611.07 - GRADUATION REQUIREMENTS

Students must successfully complete the courses required by the board and the Nebraska Department of Education in order to graduate.

High school students must complete 260 credits prior to graduation. The following credits will be required:

- A minimum of 260 academic hours are required for high school graduation
- 205 hours are specifically required with
 - 40 in English
 - 40 in Science
 - 40 in Social Studies
 - 30 in Mathematics
 - 30 in Career Technical Education
 - 10 in Physical Education/Health
 - 10 in Fine Arts
 - 5 in Financial Literacy or Personal Finance

Students will be able to utilize Dual Credit classes to fulfill this requirement. Students may take college classes in all curricular areas to fulfill this requirement. Seniors that are in good standing and have all requirements filled, will be allowed to take up to 4 college classes.

The administration may allow high school credit to be awarded to students enrolled in a middle grades course if the course content and requirements are equivalent to a course offered in the high school.

Pre-college students should check additional requirements often prescribed by the college of their choice, especially prior the junior and senior years.

Courses from an approved agency may be taken when the student has an actual need to take a course in order to meet graduation requirements and deadlines. Courses must be taken under the direction of an administrator, counselor, or teacher as the supervisor if the student wishes to count this credit toward a high school diploma. It must be stressed that these courses are not the easiest method of earning credit and payment is the responsibility of the student.

Cross Reference NDE Rule 10, part 003.05B

Approved:

Reviewed:

Revised: 3-14-22, 8-14-23

612 - Special Education Services

612.01 - FREE APPROPRIATE PUBLIC EDUCATION

The Hemingford Public School district will provide a free appropriate public education to children with disabilities eligible for special education services in accordance with state and Federal regulations. An IEP outlines each student's individual education plan and will be reasonably designed to meet the unique educational needs of the student.

The district ensures that a free appropriate public education is available to all children with disabilities residing in the district through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

Approved:

Reviewed:

Revised: 3-13-23

612.02 - FULL EDUCATIONAL OPPORTUNITY GOAL

The district has a goal of providing a full educational opportunity to all children with disabilities and a detailed timetable for accomplishing that goal.

Approved:

Reviewed:

Revised: 3-13-23

612.03 - CHILD FIND

The Hemingford Public School district will develop procedures to ensure all children within the district have access to the child find process. The district will provide multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process. Each school building will have a designated contact person who is knowledgeable about the district procedures, and the district will designate a contact person to oversee the child find process. The child find process will be consistent with Federal and state regulations (34 CFR § 300 111 and 300 131; 92 NAC 51-006 and 92 NAC 51-015 03).

All children with disabilities residing in the district, including children with disabilities who are homeless children or wards of the state and children with disabilities attending non-public schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

Approved:

Reviewed:

Revised: 3-13-23

612.04 - EVALUATION

When a child is suspected of having a disability, the Hemingford Public School district will complete a comprehensive initial evaluation within 45 school days or 60 calendar days (whichever comes first) from the date of parental consent to determine eligibility for special education services. All evaluations (both initial evaluations and reevaluations) will be completed by qualified multidisciplinary professionals and will follow Federal and state regulations. The documented results of the evaluation will be provided to parents and included in student files. The district will use a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district and school psychologist will follow publisher guidelines for assessments (professional qualifications, use of materials, interpretations) and will not use outdated or culturally inappropriate tools. The district and school psychologist will ensure assessment instrument regulations are followed. All evaluation components will be coordinated with the Educational Service Unit and at no expense to the parent.

Approved:

Reviewed:

Revised: 3-13-23

612.041 - ADDITIONAL EVALUATION REQUIREMENTS FOR SLD

The Hemingford Public School district will collect students' reading and math performance data at least one time a year. School teams will make data-based decisions to determine who is in need of general education interventions. Interventions will include evidence-based practices. The student's progress will be monitored in the area of the deficit. School teams will review all collected data, and if it is suspected that a student has a specific learning disability, the student will be referred for an evaluation. The parent has a right to request an evaluation at any time. The district will develop procedures to ensure compliance with all Federal and state regulations concerning evaluations. District special education staff will be trained annually on procedures and district-level policies.

Approved:

Reviewed:

Revised: 3-13-23

612.042 - EVALUATIONS

All evaluations (initial evaluations and reevaluations) will be completed by qualified multidisciplinary professionals and will follow Federal and state regulations. The documented results of the evaluation will be provided to parents and included in student files. The district will coordinate the use of a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district and school psychologist will follow publisher guidelines for assessments (professional qualifications, use of materials, interpretations) and will not use outdated tools. All past evaluations will be reviewed before making decisions regarding current evaluation or reevaluation needs. The district will develop procedures to ensure compliance with all Federal and state regulations concerning evaluations and ensure regulations are followed.

Approved:

Reviewed:

Revised: 3-13-23

612.043 - INDEPENDENT EDUCATION EVALUATIONS

The parent, guardian, or appointed surrogate will be notified of procedural safeguards consistent with Federal and state regulations (34 CFR § 300.502 and 92 NAC 51-006.07) associated with Independent Education Evaluations (IEEs) at the time of evaluation. When a parent, guardian, or appointed surrogate disagrees with the outcomes of an evaluation and requests an IEE, Hemingford Public School district will respond to the request within 10 school days with a decision to move forward with the IEE or initiate a hearing to determine the appropriateness of the evaluation (consistent with 92 NAC 51-006.07D). The parent, guardian, or appointed surrogate will be given written notice of the decision. The district will maintain procedures outlining criteria associated with the evaluation and provide information to the parent upon request. The school team will consider independent evaluations (whether provided at parent or public expense) when making decisions.

Approved:

Reviewed:

Revised: 3-13-23

612.044 - DISABILITY VERIFICATION

A multidisciplinary team will identify whether a child is eligible for special education services after the completion of a comprehensive evaluation based on disability categories identified by state and Federal regulations (34 CFR §300.8; 92 NAC 51-006.04). The district does include the category of developmental delay.

Approved:

Reviewed:

Revised: 3-13-23

612.045 - ELIGIBILITY

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The team is responsible for ruling out if the determinant factor is due to a lack of appropriate instruction in reading or math or due to a lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with state and Federal requirements. The district will develop procedures determining who is responsible for providing the parent with a written report and the documentation of such actions. When a student is not eligible for services, the school multidisciplinary team will determine if general education interventions or strategies are needed.

Approved:

Reviewed:

Revised: 3-13-23

612.046 - CONSENT (EVALUATION AND PLACEMENT)

The Hemingford Public School district staff will provide the parent, guardian, or appointed surrogate (when applicable) with information regarding decisions to evaluate (what they are proposing or rejecting, reasons for decisions, all options considered, why other options were rejected, what information was used to make decisions, and any other relevant information.) Staff will seek written permission for evaluation on the district SRS consent form which will conform to state and Federal requirements consistent with 34 CFR §300.9; and 92 NAC 51-009. Informed consent for special education placement will be obtained on the SRS Initial Placement form before services are initiated. Revocation of consent for evaluation or services must be documented by the parent in writing. Reasonable efforts will be taken to obtain the parent's written signature for revocation of services, including phone, email, and mail requests.

Approved:

Reviewed:

Revised: 3-13-23

612.05 - INDIVIDUALIZED EDUCATION PROGRAM AND FAMILY SERVICES PLAN

The district ensures that an Individualized Education Program (IEP), or an Individualized Family Service Plan (IFSP) is developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Every report of alleged violations of the district's special education policies that fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing investigation of these policies, potential issues of sexual harassment or discrimination are identified, the Title IX Coordinator shall be promptly notified. The investigation shall be conducted jointly and concurrently to address the issues of alleged sexual harassment or discrimination as well as the incidents of alleged violations of the special education policies.

Approved:

Reviewed:

Revised: 3-13-23

612.06 - TRANSITION FROM PART C TO PART B

The Hemingford Public School district will create procedures to ensure staff participate in transition planning with early intervention programs to ensure participating children are appropriately evaluated, identified, and have services in place by age 3 consistent with Federal regulations (34 CFR § 1 24, 34 CFR § 300 323) and state law (92 NAC 51-005 03).

Approved:

Reviewed:

Revised: 3-13-23

612.07 - ASSESSMENT PARTICIPATION AND REPORTING

For students with disabilities participating in the regular education assessment, Hemingford Public School district will develop guidelines for the provision of appropriate accommodations on assessments. Students will only be eligible for participation in the alternate assessment if they meet state and Federal regulations. The district will develop guidelines for the participation and accommodations of children with disabilities in alternate assessments.

Approved:

Reviewed:

Revised: 3-13-23

612.08 - PLACEMENT AND LEAST RESTRICTIVE ENVIRONMENT

Teams will develop Individual Education Plans (IEPs), which will include all roles identified by Federal and state rules, within 30 days from the initial eligibility decision and at least annually, consistent with state and Federal rules and regulations. The district will use SRS forms to make sure all required components are considered and included. While a draft may be developed before an IEP meeting, the draft will not be considered the final version and shall be reviewed and revised based on the team, including the parent, input, and consensus. If a parent requests an alternate means of attendance, the team will offer attendance via phone, zoom, or virtual conferences. Procedures for such options will be developed to ensure confidentiality and to obtain proper signatures.

To the maximum extent appropriate, children with disabilities, including children in public or nonpublic schools and approved service agencies, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or the severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

The district ensures that an Individualized Education Program (IEP), or an Individualized Family Service Plan (IFSP) is developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Approved:

Reviewed:

Revised: 3-13-23

612.09 - CHILDREN IN NONPUBLIC SCHOOLS

Consistent with the number and location of children with disabilities who are enrolled by their parents in nonpublic elementary and secondary schools, provision is made for the participation of those children in special education and related services in accordance with the requirements contained in 92 NAC 51.

Approved:

Reviewed:

Revised: 3-13-23

612.10 - PROCEDURAL SAFEGUARDS

The Hemingford Public School district will implement procedural safeguards outlined in Federal and state regulations (34 CFR § 300 500, 92 NAC 51-009 01). Parents will be given a copy of their procedural safeguards annually or upon initial referral or parental request for evaluation; upon request by a parent; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009 11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016. District procedures will be developed for parent participation in decision-making, parent examination of records, record access, the release of records, record amendments, confidentiality safeguards, records regarding migratory children with disabilities, retention and destruction of records, insurance process (if applicable), and dispute resolution processes.

Approved:

Reviewed:

Revised: 3-13-23

612.11 - TRANSPORTATION

The Hemingford Public School district will be responsible for coordinating and supplying transportation needs of children with disabilities within the school district consistent with state and Federal regulations (34 CFR § 300.34, 34 CFR § 300.107, and 34 CFR § 300.179; 92 NAC 51-009.07.07C4a, 92 NAC 51-009.003.49, 92 NAC 51-009.014) including transportation services needed for children birth to 5-year-old, children who are wards of the state, and parentally placed nonpublic students who require services to access academic, related services, and nonacademic services and activities as determined by the child's IEP team. Except when a parent is transporting only his or her child, the board of education shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Approved:

Reviewed:

Revised: 3-13-23

612.12 - COMPREHENSIVE SYSTEM OF PERSONNEL DEVELOPMENT

The Hemingford Public School district will implement a comprehensive system of personnel development including the Danielson Effective Educator model. Procedures shall be developed to meet the basic requirements of the comprehensive system.

The district ensures that personnel necessary to carry out IDEA requirements are appropriately and adequately prepared and trained, including that those personnel have the content knowledge and skills to serve children with disabilities.

Approved:

Reviewed:

Revised: 3-13-23

612.13 - CONFIDENTIALITY

The Hemingford Public School district will protect the confidentiality of personally identifiable information in the education records of students with disabilities. The district shall maintain a system of safeguards to protect the confidentiality of student's educational records and personally identifiable information when collecting, retaining, disclosing, and destroying student special education records, in accordance with Board policy, state requirements, and Federal and state law and regulations.

Approved:

Reviewed:

Revised: 3-13-23

612.16 - VERIFICATION

The district has a goal of preventing the inappropriate over-identification of disproportionate representation by race and ethnicity of children as children with disabilities, including children with disabilities with a particular impairment as described in 92 NAC 51-003.10.

“Child with a disability” means a child who has been verified as per 92 NAC 51-006 as a child with autism, a behavior disorder, deaf-blindness, a developmental delay, a hearing impairment including deafness, a mental handicap, multiple impairment, an orthopedic impairment, an other health impairment, a specific learning disability, a speech-language impairment, a traumatic brain injury or a visual impairment including blindness, who because of this impairment needs special education and related services. If, under 92 NAC 51-003.63, it is determined, through an appropriate evaluation under 92 NAC 51-006, that a child has one of the disabilities identified above, but only needs a related service and not special education, the child is not a child with a disability under this Chapter. If the related service required by the child is considered special education rather than a related service, the child would be determined to be a child with a disability.

Approved:

Reviewed:

Revised: 3-13-23

612.17 - PROHIBITION ON MANDATORY MEDICATION

The Hemingford Public School district, special education personnel, and related services providers are prohibited from requiring parents to obtain a prescription for a child as a condition of attending school, receiving an evaluation, or receiving services.

Nothing in this policy shall be construed to create a prohibition against teachers and other school personnel consulting or sharing classroom-based observations with parents or guardians regarding a student's academic and functional performance, or behavior in the classroom or school, or regarding the need for evaluation for special education or related services.

Approved:

Reviewed:

Revised: 3-13-23

612.18 - SURROGATE PARENTS

When parents are represented in special education policy, the terms “parent, guardian, or appointed surrogate” are considered parents. “Surrogate” is defined as consistent with 34 CFR § 300.519 and 92 NAC 51-009.10.

Approved:

Reviewed:

Revised: 3-13-23

612.19 - DISCIPLINARY ACTIONS AND REMOVALS

The Hemingford Public School district will implement behavioral intervention strategies in a positive and consistent manner to promote appropriate behaviors and improve school climate. Change of placement decisions related to disciplinary removals will be consistent with Federal and state regulations (Section 300.530, 92 NAC 51-009.016). The district will develop procedures to ensure disciplinary procedural safeguards and decision making follows such regulations.

Approved:

Reviewed:

Revised: 3-13-23

Section 700 - Business Operations

Section 800 - Support Services

801.03 - BUS SCHEDULING AND ROUTING

School bus stops and routes will be initially determined by the transportation director and will be based upon efficiency, safety, board policy and applicable state and federal laws and rules.

The superintendent will:

1. Annually review and assess school bus routes, stops and loading zones for safety, changing student population and supervision of students;
2. Advise parents of any changes in transportation policy affecting their students as early as possible and be responsive to parents' calls for assistance in seeking alternatives to busing; and
3. Work with cities, the county and other appropriate governmental agencies on a continuing basis regarding transportation issues.

The superintendent is authorized to approve additional/alternative stops at rural school district residences (such as homes of grandparents or other caregivers) to be alternative route stops when those residents have supervisory responsibilities for school district students, regardless of the residency of the students.

As a general rule, requests for transportation to such residences may not require a larger vehicle, a significant deviation from established routes, nor significantly jeopardize the time remaining for the rest of the scheduled route. The use of alternative stops is not to be used for transportation for personal events such as student sleepovers, birthday parties, or similar student social events.

Requests for transportation should be submitted in writing on a form to be provided by the superintendent 48 hours prior to any requested deviations from the regular schedule.

Approved:

Reviewed:

Revised:

Section 900 - Buildings and Sites

901.00 - OBJECTIVES OF BUILDINGS & SITES

This series of the board policy manual sets forth the board objectives and goals for the school district's buildings and sites. It shall be the goal of the board to provide sufficient school district buildings and sites for the education program. The board shall strive to provide an environment which will encourage and support learning.

In providing this environment the school district buildings and sites will accommodate the organizational and instructional patterns that support the education program. The board shall have final authority to determine what is necessary to meet the needs of the education program.

It shall be the responsibility of the superintendent to oversee the day-to-day operations of the school buildings and sites and to notify the board of areas in need of improvement.

Approved:

Reviewed: 10/16/2023

Revised:

902.01 - BUILDINGS & SITES LONG RANGE PLANNING

As part of the board's long range plan for the school district's education program, the board shall include the buildings and sites needs for the education program. The long-term needs for building and sites shall be discussed and determined by the board.

It shall be the responsibility of the superintendent to provide information including, but not limited to, enrollment projections and education program requirements to the board.

Cross Reference: 104 Educational and Operational Planning

Approved:

Reviewed: 10/16/2023

Revised:

902.02 - CONSTRUCTION PLANS AND SPECIFICATIONS

The board may engage the services of consultants or other personnel to study the needs of the school district's buildings and sites in providing the education program. The results of these services will be considered in planning the education program and in making decisions about the improvement and acquisition of additional buildings and sites.

In any construction involving architecture or engineering with a cost contemplated to exceed \$118,000, and an amount as periodically adjusted by state statute, the board shall engage an architect, a professional engineer, or a person or persons under the direct supervision of an architect or professional engineer to prepare the plans, specifications and estimates for the construction.

It shall be the responsibility of the superintendent to make a recommendation to the board regarding the need for such services and who should perform such services for the board.

Buildings considered for purchase or construction by the board or currently owned by the school district and used for the education program must meet, or upon improvement be able to meet, the specifications set by the board. The board shall make this determination.

Prior to construction or renovation of buildings and sites the board shall make a determination of the method by which it will obtain construction services. If the board elects by a seventy-five percent affirmative vote to use the Construction Management at Risk or Design-Build methods rather than the traditional Design-Bid-Build method, policies for that respective method must be established prior to selecting the construction services provider.

Prior to remodeling or other construction of buildings and sites, the board may appoint a committee of consultants, employees, citizens, or others to assist the board in developing the specifications for the new or improved buildings and sites. These specifications shall be consistent with the education program, and they shall provide the architect with the information necessary to determine what is expected from the facility. It shall be within the discretion of the board to determine whether a committee shall be appointed.

It shall be the responsibility of the superintendent to make a recommendation to the board regarding the specifications of buildings and sites.

Legal Reference: Neb. Statute 81-3445

Cross Reference: 104 Educational and Operational Planning

Approved:

Reviewed: 10/16/2023

Revised:

902.03 - SITE ACQUISITION

Sites acquired by the board shall meet or, upon improvement, be able to meet the specifications set out by the board prior to using the site for the education program. The board may meet in closed session to discuss potential purchases of sites.

It shall be the responsibility of the superintendent to assist the board and to make recommendations concerning the acquisition of sites.

Cross Reference: 204.06 Closed Sessions
 706.01 Purchasing Procedures

Approved:
Reviewed: 10/16/2023
Revised:

902.05 - CONSTRUCTION MANAGEMENT AT RISK SCHOOL CONSTRUCTION ALTERNATIVE

The school district adopts this policy in the event it resolves to use the construction management at risk (CM at risk) construction delivery process. Prior to using the CM at risk process on a specific construction project, the school district shall review information on file with the State Department of Education, and may consult legal counsel, to assist the board in determining the current eligibility of the proposed project under limitations established by the Nebraska Schools Construction Alternatives Act. The board shall then adopt such a resolution by a two-thirds affirmative vote.

Following the acquisition of professional architectural or engineering services as required for the project, the board shall utilize this policy to evaluate, select and contract with a construction manager for the delivery of construction services.

Definitions

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract under this policy;
3. Letter of interest means a statement indicating interest to enter into a construction management at risk contract for a project under this policy;
4. Project performance criteria means the performance requirements of the project suitable to allow the construction manager to make a proposal. Performance requirements include the following, if required by the project: Capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project;
5. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project under this policy;
6. Request for letters of interest means the documentation or publication by which the school district solicits letters of interest;
7. Request for proposals means the documentation by which the school district solicits proposals.

Procedural Regulations

The board directs the superintendent to promulgate regulations detailing the following procedures:

1. Procedures and standards to be used to prequalify construction managers. The procedures and standards shall provide that the school district in consultation with its architect/engineer will evaluate prospective construction managers based on the information submitted to the school district in response to a request for letters of interest and will select construction managers who are prequalified and consequently eligible to respond to the request for proposals;
2. Procedures for the preparation and content of requests for proposals;
3. Procedures for preparing and submitting proposals;
4. Procedures for evaluating proposals;
5. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated;
6. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts.

Letters of Interest

The school district shall prepare a request for letters of interest for CM at risk proposals and shall prequalify construction managers in accordance with this policy. The request for letters of interest shall describe the project in sufficient detail to permit a construction manager to submit a letter of interest.

The request for letters of interest shall be (a) published in a newspaper of general circulation within the school district at least thirty days prior to the deadline for receiving letters of interest and (b) sent by firstclass mail to any construction manager upon request.

Letters of interest shall be reviewed by the school district in consultation with the architect/engineer. The school district shall select prospective construction managers in accordance with the procedures described above. The school district shall select at least three prospective construction managers except that if only two construction managers have submitted letters of interest, the school district shall select at least two prospective construction managers. The selected construction managers shall then be considered prequalified and eligible to receive requests for proposals.

Requests for Proposals

The school district shall prepare a request for proposals for each construction management at risk contract in accordance with this policy. At least thirty days prior to the deadline for receiving

and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education.

The request for proposals shall be sent only to the construction managers selected under the prequalification procedures of this policy.

The request for proposals shall contain, at a minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the contract;
2. Policies adopted by the school district governing the CM at risk construction process;
3. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding. The proposed general terms and conditions shall be consistent with the standard model general terms and conditions issued by one of the following:
 - a. The American Institute of Architects (AIA);
 - b. The Engineer's Joint Contract Documents Committee (EJCOC); or
 - c. The Association of General Contractors of America (AGC);
 - d. The Design-Build Institute of America (DBIA).
4. Any bonds and insurance required by law or as may be additionally required by the school district;
5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
6. The criteria for evaluation of proposals and the relative weight of each criterion; and
7. A description of any other information which the school district chooses to require.

Receiving and Evaluating Proposals

Proposals shall be sealed and shall not be opened until expiration of the time established for making proposals as set forth in the request for proposals.

Proposals may be withdrawn at any time prior to acceptance. The school district shall have the right to reject any and all proposals except for the purpose of evading the provisions and policies of the Nebraska Schools Construction Alternatives Act. The school district may then solicit new proposals using the same or different project performance criteria.

The school district shall evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

Selection Committee

In evaluating proposals the school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the board and shall include the following:

1. members of the school board;
2. members of the school administration or staff;
3. the school's architect or engineer;
4. any person chosen by the board for providing expertise relevant to selection of a construction manager under the Nebraska Schools Construction Alternatives Act; and
5. a resident of the school district not included in the four preceding subsections.

A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the district's architect/engineer.

1. The selection committee and the board shall evaluate proposals taking into consideration the criteria enumerated below when applicable, with the maximum percentage of total points for evaluation which may be assigned to each as shown:
2. The financial resources of the construction manager to complete the project, ten percent;
3. The ability of the proposed personnel of the construction manager to perform, thirty percent;
4. The character, integrity, reputation, judgment, experience, and efficiency of the construction manager, thirty percent;
5. The quality of performance on previous projects, thirty percent;
6. The ability of the construction manager to perform within the time specified, thirty percent;
7. The previous and existing compliance of the construction manager with laws relating to the contract, ten percent; and
8. Such other information as may be secured having a bearing on the selection, twenty percent.

The board shall assign a specific relative weight for each criterion. The same set of criteria and associated relative weights shall be used by both the selection committee and the board in the evaluation process.

The selection committee shall keep and maintain permanent records of the committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings.

The committee shall appoint a board member or district employee to keep the minutes of the committee meetings. The minutes of each meeting shall include as a minimum the following

items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the committee shall be placed on public file with the central administration office.

Contract Negotiations

The school district shall attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager.

The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.

The school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the department.

If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process.

Final Contracts

A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

The CM at risk contract shall not be used for a construction project with locations on parcels of land which are not contiguous except for specialty maintenance projects. A specialty maintenance project is a construction project for the maintenance of an existing facility with a specialty contractor, such as an electrical contractor or plumbing contractor. Parcels are considered contiguous if they would be contiguous but for the existence of a public road.

Legal Reference: Neb. Statute 79-2001 to 2015
81-1701 et seq.
84-712

Cross Reference: 1006.01 Community Use of School District Buildings, Sites and
Equipment

Approved:

Reviewed: 10/16/2023

Revised:

902.06 - DESIGN-BUILD SCHOOL CONSTRUCTION ALTERNATIVE

The school district adopts this policy in the event it resolves to use the design-build construction process. Prior to using the design-build process on a specific construction project, the school district shall review information on file with the State Department of Education, and may consult legal counsel, to assist the board in determining the current eligibility of the proposed project under limitations established by the Nebraska Schools Construction Alternatives Act. The board shall then adopt such a resolution by a seventy-five percent affirmative vote.

The board shall utilize this policy to evaluate, select and contract with a design-build firm for the delivery of design and construction services.

Definitions

1. Design-build contract means a contract which is subject to qualification-based selection between a school district and a design-builder to furnish (a) architectural, engineering, and related design services for a project under this policy and (b) labor, materials, supplies, equipment, and construction services for a project under this policy;
2. Designbuilder means the legal entity which proposes to enter into a design-build contract which is subject to qualification-based selection under this policy;
3. Letter of interest means a statement indicating interest to enter into a designbuild contract for a project under this policy;
4. Performancecriteria developer means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Engineers and Architects Regulation Act who is selected by a school district to assist the school district in the development of project performance criteria, requests for proposals, evaluation of proposals, evaluation of the construction under a designbuild contract to determine adherence to the performance criteria, and any additional services requested by the school district to represent its interests in relation to a project;
5. Project performance criteria means the performance requirements of the project suitable to allow the designbuilder to make a proposal. Performance requirements include the following, if required by the project: Capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project;
6. Proposal means an offer in response to a request for proposals by a designbuilder to enter into a designbuild contract for a project pursuant under this policy;
7. Qualificationbased selection process means a process of selecting a designbuilder based first on the qualifications of the designbuilder and then on the designbuilder's proposed approach to the design and construction of the project;

8. Request for letters of interest means the documentation or publication by which the school district solicits letters of interest;
9. Request for proposals means the documentation by which the school district solicits proposals.

Procedural Regulations

The board directs the superintendent to promulgate regulations detailing the following procedures:

1. Procedures for selecting and hiring on its behalf a performancecriteria developer when soliciting and executing a designbuild contract. The procedures shall be consistent with the Nebraska Consultants' Competitive Negotiation Act and shall provide that the performancecriteria developer is ineligible to be included as a provider of any services in a proposal for the project on which it has acted as performancecriteria developer and is not employed by or does not have a financial or other interest in a designbuilder or construction manager who will submit a proposal;
2. Procedures and standards to be used to prequalify designbuilders. The procedures and standards shall provide that the school district will evaluate prospective designbuilders based on the information submitted to the school district in response to a request for letters of interest and will select designbuilders who are prequalified and consequently eligible to respond to the request for proposals;
3. Procedures for the preparation and content of requests for proposals;
4. Procedures for preparing and submitting proposals;
5. Procedures for evaluating proposals;
6. Procedures for negotiations between the school district and the designbuilders submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated;
7. Procedures for filing and acting on formal protests relating to the solicitation or execution of designbuild contracts; and
8. Procedures for the evaluation of construction under a designbuild contract by the performancecriteria developer to determine adherence to the performance criteria.

Letters of Interest

The school district shall prepare a request for letters of interest for designbuild proposals and shall prequalify designbuilders in accordance with this policy. The request for letters of interest shall describe the project in sufficient detail to permit a designbuilder to submit a letter of interest.

The request for letters of interest shall be (a) published in a newspaper of general circulation within the school district at least thirty days prior to the deadline for receiving letters of interest and (b) sent by firstclass mail to any designbuilder upon request.

Letters of interest shall be reviewed by the school district in consultation with the performancecriteria developer. The school district shall select prospective designbuilders in accordance with the procedures of this policy. The school district shall select at least three prospective designbuilders except that if only two designbuilders have submitted letters of interest, the school district shall select at least two prospective designbuilders. The selected designbuilders shall then be considered prequalified and eligible to receive requests for proposals.

Requests for Proposals

The school district shall prepare a request for proposals for each designbuild contract. Notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education at least thirty days prior to the deadline for receiving and opening proposals.

The request for proposals shall be sent only to the designbuilders selected under the prequalification procedures of this policy.

The request for proposals shall contain, at a minimum, the following elements:

1. The identity of the school district for which the project will be built and the school district that will execute the designbuild contract;
2. Policies adopted by the school district governing the design-build process;
3. The proposed terms and conditions of the design-build contract, including any terms and conditions which are subject to further negotiation. The proposed terms and conditions may set forth an initial determination of the manner by which the design-builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding. The proposed general terms and conditions shall be consistent with the standard model general terms and conditions issued by one of the following:
 - a. The American Institute of Architects (AIA);
 - b. The Engineer's Joint Contract Documents Committee (EJCOC);
 - c. The Association of General Contractors of America (AGC); or
 - d. The Design-Build Institute of America (DBIA).
4. A project statement which contains information about the scope and nature of the project;
5. Project performance criteria
6. Budget parameters for the project;
7. Any bonds and insurance required by law or as may be additionally required by the school district;
8. The criteria for evaluation of proposals and the relative weight of each criterion;
9. A requirement that the designbuilder provide a written statement of the designbuilder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
10. A requirement that the designbuilder agree to the following conditions:

- a. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - b. At the time of the designbuild offering, the designbuilder will furnish to the school board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the designbuild project;
 - c. The architect or engineer engaged by the designbuilder to perform the architectural or engineering work with respect to the designbuild project will have direct supervision of such work and may not be removed by the designbuilder prior to the completion of the project without the written consent of the school board;
 - d. A designbuilder offering designbuild services with its own employees who are design professionals licensed to practice in Nebraska will (i) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and (ii) submit proof of sufficient professional liability insurance; and
 - e. The rendering of architectural or engineering services by a licensed architect or engineer employed by the designbuilder will conform to the Engineers and Architects Regulation Act and the Nebraska Schools Construction Alternatives Act; and
11. Other information which the school district chooses to require.

Receiving and Evaluating Proposals

Designbuilders shall submit proposals as required by the request for proposals. The school district may only proceed to negotiate and enter into a designbuild contract if there are at least two proposals from prequalified designbuilders.

Proposals shall be sealed and shall not be opened until expiration of the time established for making proposals as set forth in the request for proposals.

Proposals may be withdrawn at any time prior to acceptance. The school district shall have the right to reject any and all proposals except for the purpose of evading the provisions and policies of the Nebraska Schools Construction Alternatives Act. The school district may then solicit new proposals using the same or different project performance criteria.

The school district shall rank in order of preference the designbuilders pursuant to the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

Selection Committee

In evaluating proposals, the district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the board and shall include the following:

1. members of the school board;
2. members of the school administration or staff;
3. the performancecriteria developer;
4. any person chosen by the board for providing special expertise relevant to selection of a designbuilder under the Nebraska Schools Construction Alternatives Act; and
5. a resident of the school district not included in the four preceding subdivisions.

A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a designbuilder who has a proposal being evaluated and shall not be employed by the school district or the performancecriteria developer.

The selection committee and the board shall evaluate proposals taking into consideration the criteria enumerated below when applicable, with the maximum percentage of total points for evaluation which may be assigned to each as shown:

1. The financial resources of the designbuilder to complete the project, ten percent;
2. The ability of the proposed personnel of the designbuilder to perform, thirty percent;
3. The character, integrity, reputation, judgment, experience, and efficiency of the designbuilder, thirty percent;
4. The quality of performance on previous projects, thirty percent;
5. The ability of the designbuilder to perform within the time specified, thirty percent;
6. The previous and existing compliance of the designbuilder with laws relating to the contract, ten percent; and
7. Such other information as may be secured having a bearing on the selection, twenty percent.

The board shall assign a specific relative weight for each criterion. The same set of criteria and associated relative weights shall be used by both the selection committee and the board in the evaluation process.

The selection committee shall keep and maintain permanent records of the committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings.

The committee shall appoint a board member or district employee to keep the minutes of the committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the committee shall be placed on public file with the central administration office.

Cross Reference: 1006.01 Community Use of School District Buildings, Sites and
Equipment

Approved:

Reviewed: 10/16/2023

Revised:

903.01 - SECURITY

The Board encourages cooperation with local law enforcement and fire authorities and insurance company personnel in planning and carrying out proper security measures to preserve and protect the district's investment in its physical plant.

Buildings constitute one of the greatest capital investments of the district and should be protected. Security includes minimizing fire or other safety hazards, reducing the probability of faulty equipment, and keeping records and funds in a safe place. Security also includes having available floor plans of buildings and site plans showing campus boundaries and access points.

A key control system shall be established and maintained limiting building access to district personnel thus safeguarding against potential entry by unauthorized persons.

Protective devices designed as safeguards against illegal entry and vandalism shall be installed where appropriate.

The superintendent is directed to establish regulations as may be needed to provide for security of buildings and grounds.

Incidents of illegal entry, theft of school property, vandalism or damage to school property from any cause shall be reported by phone to the office of the superintendent and to the appropriate law enforcement agency as soon as discovered. A written report of the incident shall be made within one business day of discovery and forwarded to the superintendent's office.

Cross Reference: 404.03 Employees' Personal Security and Safety

Approved:
Reviewed: 10/16/2023
Revised:

903.02 - ACCESS TO BUILDINGS

Security for district buildings and grounds (during regular school hours as well as nonschool hours) contributes to the well being and safety of students and staff as well as to that of the sites themselves.

The superintendent will control access to district buildings as appropriate and necessary to protect property, students and personnel.

Principals will control access to school buildings and will provide safeguards against unauthorized access to these buildings. Each principal, with the superintendent's approval, will develop regulations designed to control the use of building keys and to ensure that buildings are adequately closed and locked when no authorized personnel are present. Staff or students who fail to obey such regulations may be disciplined, suspended or dismissed.

During regular school hours, flow of traffic into and out of buildings shall be closely monitored and limited to certain doors. Visitors shall be required to check in to show proper identification and reason for being at the school and shall wear name tags identifying them as visitors. This will not apply when parents/guardians have been invited to a classroom or assembly program.

Access to school buildings and grounds outside of regular school hours shall be limited to personnel whose work requires it and to sponsors of approved student activities.

Cross Reference: 1005.07 Visitors to School

Approved:

Reviewed: 10/16/2023

Revised:

903.03 - MAINTENANCE SCHEDULE

The school district buildings and sites, including the grounds, buildings and equipment, will be kept clean and in good repair. Employees should notify the building principal when facilities are in need of repair or the removal of litter or graffiti.

It shall be the responsibility of the superintendent to maintain the school district buildings and sites. As part of this responsibility, a maintenance schedule shall be created and adhered to in compliance with this policy.

Cross Reference: 504.07 Care of School Property and Vandalism
 504.09 Student Lockers

Approved:
Reviewed: 10/16/2023
Revised:

903.04 - REQUESTS FOR IMPROVEMENTS

Generally, except for emergency situations, requests for improvements or repairs shall be made to the superintendent by building principals and the head custodian. Requirements for requests outlined in the district's maintenance procedures shall be followed.

Minor improvements, not exceeding reasonable costs or those that are needed in an emergency, may be approved by the superintendent. Larger or more costly improvements must be approved by the board. Routine maintenance and repairs outlined in the maintenance schedule shall be followed.

Approved:

Reviewed: 10/16/2023

Revised:

903.06 - BUILDINGS AND GROUNDS — RECORDS AND REPORTS

Losses incurred through fire, theft, accident or vandalism will be reported to the superintendent as soon as they are discovered. The superintendent may report such losses to an appropriate agency as well as to the board.

The following are examples of repairs and reports that should be shared with the board:

maintenance work orders for noncontract work;
maintenance work orders and costs records of all contract maintenance work;
utility records and invoices;
heating, ventilating and air conditioning equipment maintenance records and reports; and
annual costs analysis of the maintenance program specific to each district building.

Approved:

Reviewed: 10/16/2023

Revised:

903.07 - TRAFFIC AND PARKING PROCEDURES

Driving and parking on school property are privileges granted by the board to persons who have reasons to be in the schools or on school property. The superintendent shall authorize parking areas and post notices on district property designated for staff, student, visitor parking and parking for persons with disabilities and other classifications of parking areas as may be necessary.

Any vehicle not parked in authorized areas may be [cited and/or] towed away and stored. All charges for towing and storing will be the responsibility of the owner or operator of the vehicle.

Any person failing to abide by the district's parking regulations may be further prohibited from bringing any vehicle on school property.

Building principals will establish regulations as necessary for the use and control of staff [and student] parking areas around their buildings. Such regulations will be made available to staff, students, and parents.

Cross Reference: 801.12 Student Transportation in Private Vehicles

Approved:
Reviewed: 10/16/2023
Revised:

903.08 - VANDALISM

The board believes everyone should treat school district buildings and sites and property with respect for the benefit of the education program. Users of school district property shall treat it with care. Employees discovering vandalism should report it to the building principal as soon as possible.

Persons suspected, found or proven to have destroyed or otherwise harmed school district property may be subject to discipline by the school district, if the person is under the jurisdiction of the school district, and may be reported to local law enforcement officials. Persons who are not under the jurisdiction of the school district and who are suspected, found or proven to have destroyed or otherwise harmed school district property shall be reported to the local law enforcement authorities.

The superintendent, the principal or their designees are authorized to sign a criminal complaint against persons suspected of vandalism against school property. It is the intent of the board to seek damages as permitted by law from anyone who vandalizes school property and/or their parents or guardians.

Cross Reference: 504 Students Rights and Responsibilities
 1005.08 Public Conduct on School Premises

Approved:
Reviewed:
Revised:

903.09 - ENERGY CONSERVATION

In concert with the board's goal to utilize public funds in an effective and efficient manner, employees and students shall practice energy conservation methods when utilizing the school district's buildings and sites. These methods include, but are not limited to, turning off lights and equipment when not in use, reducing the temperature of the facility, particularly when it is not in use, and keeping windows and doors properly closed or open, depending upon the weather.

It shall be the responsibility of the superintendent to develop energy conservation guidelines for employees and students. Employees and students shall abide by these guidelines.

Approved:

Reviewed:

Revised:

904.02 - LEASE, SALE OR DISPOSAL OF SCHOOL DISTRICT PROPERTY

Decisions regarding the lease, sale, or disposal of school district property shall be made by a two-thirds vote of the board in consultation with the Superintendent. In making its decision the board will consider the needs of the education program and the efficient use of public funds.

School property, such as equipment, furnishings, or supplies (collectively referred to as equipment), will be disposed of when it is determined to be of no further use to the school district. It shall be the objective of the school district in disposing of the equipment to achieve the best available price or most economical disposal.

Obsolete equipment with little or no value can be donated to charities or other worthy community organizations. Other materials with little or no value will be hauled to the dump. Discarded items shall not be claimed by employees except by prior approval of the administration.

Obsolete equipment having a value of at least \$1,000 shall be disposed of in a manner determined by the board, allowing patrons and other interested parties access to it. The sale of equipment, furnishings or supplies disposed of in this manner shall be published in a newspaper of general circulation.

If needed, one or more qualified individuals may be employed to prepare an appraisal of the property.

In the case of the razing of a school district facility, at a cost of \$25,000 or more, the board will advertise and take bids for the purpose of awarding the contract for the project.

The superintendent shall be responsible for coordinating the action necessary for the board to accomplish the lease, sale, or disposal of school district property, including student-constructed buildings. It shall also be the responsibility of the superintendent to make a recommendation to the board regarding the use of school district real property not being utilized for the education program.

Legal Reference: Neb. Statute 79-10,114

Cross Reference: 705 Revenue
 706.01 Bidding Procedures

Approved:
Reviewed:
Revised:

905.01 - FACILITIES INSPECTIONS

A program for annual inspection, in addition to those conducted by authorized agencies, of the equipment, facilities, and grounds shall be conducted as part of the maintenance schedule for school district buildings and sites. The results of this inspection shall be reported to the board annually. Further, the board may conduct its own inspection of the school district buildings and sites annually.

Legal Reference: NDE Rule 10-011.01

Cross Reference: 903 Maintenance, Operation and Management

Approved:

Reviewed:

Revised:

905.02 - ANNUAL EMERGENCY SAFETY PLAN

All employees have the responsibility for maintaining safe, healthful and sanitary conditions within the buildings and on the grounds of the school district. The Superintendent shall designate staff and develop procedures to insure that all facilities meet fire, safety and health codes.

The Superintendent shall appoint a school safety and security committee represented by faculty, parents and community members that will prepare and review the school's safety plan. This plan will be updated annually by the committee and approved by the School Board. The plan will address safety procedures and security plans for students, staff and visitors, including during emergency events.

Typical elements of this plan will include:

- The assignment of specific employees to safety tasks and responsibilities.
- Instructions relating to the use of alarm systems and signals.
- Information concerning methods of fire containment and equipment use.
- Systems for notification of appropriate authorities.
- Specification of evacuation routes and procedures.
- Posting of plans and procedures at suitable locations.
- Procedures and frequency of emergency evacuation drills.
- An evaluation of each evacuation drill.

The plan shall be reviewed annually by one or more persons not on the committee and not an employee of the school district. This review includes a visit to each school building to analyze plans, policies, procedures and practices. Recommendations shall be made to the Superintendent and the committee for use in revising the plan.

Legal Reference: NDE Rule 10-011.01

Cross Reference: 404 Employee Health and Well-Being
508 Student Health and Well-Being
805 Risk Management
903 Maintenance, Operation and Management
905 Safety Program
1004.04 Crisis Management Communications

Approved:

Reviewed:

Revised:

905.03 - WARNING SYSTEMS

The school district shall maintain a warning system designed to inform students, employees, and visitors in the facilities of an emergency. This system shall be maintained on a regular basis under the maintenance plan for school district buildings and sites.

Students shall be informed of this system according to board policy. Each classroom and office shall have a plan for helping those in need of assistance to safety during an emergency. This shall include, but not be limited to, students and employees with disabilities.

Certificated employees shall be responsible for instructing students on the proper techniques to be followed during an emergency. It shall be the responsibility of the superintendent to develop administrative regulations regarding this policy.

Cross Reference: 508 Student Health and Well-Being
 801.04 Bus Safety Program

Approved:

Reviewed:

Revised:

905.04 - BOMB THREATS

District Crisis Policy will be followed when a crisis arises, as in the case of a bomb Threat.

As soon as a bomb threat is reported to the administration, the school district facility should be cleared immediately. A thorough search will be made by the appropriate school district or law enforcement officials. Employees and students shall remain outside the school district facility until it is determined that danger no longer exists.

It shall be the responsibility of the superintendent to file a report or keep a report of each incident for the school district records.

Legal Reference: 20 U.S.C. §§ 3601 et seq. (1994).
 40 C.F.R. Pt. 763 (1996).

Cross Reference: 903 Maintenance, Operation and Management

Approved:

Reviewed:

Revised:

905.06 - ACCIDENT REPORTS

Accidents will be reported immediately to a supervisor.

Written reports will be submitted within one business day to the building principal on all accidents occurring on district premises, in district vehicles, at a district-sponsored activity or involving staff members who may be elsewhere on district business. Reports will cover property damage as well as personal injury.

All accidents/incidents will be promptly investigated. As a result of the investigation any corrective measures needed will be acted upon.

Monthly records will be maintained.

Cross Reference: 404.02 Employee Injury on the Job

Approved:

Reviewed:

Revised:

905.07 - SAFETY DRILLS

All schools are required to instruct and drill students on emergency procedures so that students may respond to an emergency without confusion and panic. All building occupants will participate in the drills. Each building administrator will conduct emergency drills in accordance with requirements of the State Fire Marshall and the district's Emergency Safety Plan. All drill alarms shall be sounded on the fire alarm system.

Drills and instruction on fire emergencies shall include routes and methods of exiting the school building. At least one emergency exit and relocation drill shall be conducted every month the facility is in session, except in months when the weather is severe the drills may be deferred provided that the required number of drills is achieved and at least four are conducted before the drills are deferred.

Unless the building is occupied year-round, one additional drill shall be required in the first 30 days of the school year. A minimum of two years of completed fire drill records shall be kept on site and available for review by the State Fire Marshal Deputy.

At least two tornado drills and two lockdown drills shall be conducted during each school year.

The school district shall develop and maintain written plans for each building containing emergency and disaster procedures. The plans will be communicated to and reviewed with employees. The emergency plans shall include but not be limited to:

- Assignment of employees to specific tasks and responsibilities;
- Instructions relating to the use of alarm system and signals. If combination visual and auditory warning devices do not exist, the plan shall include specific provisions for warning individuals with hearing impairments;
- Information concerning methods of fire containment;
- Systems for notification of appropriate persons and agencies;
- Information concerning the location and use of fire fighting equipment;
- Specification of evacuation routes and procedures;
- Posting of plans and procedures at suitable locations throughout the facilities;
- Evacuation drills which include the actual evacuation of individuals to safe areas;
- An evaluation for each evacuation drill. Employees shall participate in emergency drills.

Certified employees shall be responsible for instructing the proper techniques to be followed in the drill.

Legal Reference: Neb. Statute 79-705 and 706
 Neb. Statute 81-527
 NFPA Life Safety Code 101 Sect. 15.7
Cross Reference: 508.05 Emergency Plans and Drills

Approved:
Reviewed:
Revised:

905.08 - SCHOOL CLOSINGS AND CANCELLATIONS

In case of hazardous or emergency conditions, the superintendent may alter district and transportation schedules as are appropriate to the particular condition. Such alterations include closure of all schools, closure of selected schools or grade levels, delayed openings of schools and early dismissal of students. This includes conditions such as health and safety concerns as directed by the superintendent. Such decisions shall be communicated to students, staff, parents, community members and the local media as soon as practical. Following closure, no one shall be allowed into closed facilities, classrooms, or district properties without permission of the superintendent.

When regular morning school bus routes cannot be run due to road conditions, yet travel in town is not seriously hampered, school may remain open. When possible a "limited service" bus route shall be run anytime school remains open and it is not possible to run regular routes.

The superintendent will develop and maintain such plans and procedures as are necessary to carry out alternate school and bus schedules.

At the beginning of each school year students, parents and staff will be informed of the procedures used to notify them in case of an emergency closure.

Approved:

Reviewed:

Revised:

905.09 - EYE PROTECTIVE DEVICES

The district shall supply eye protective devices for teachers, students and visitors to all shops and laboratories meeting the standard of the American National Standard Practice for Occupational and Educational Eye and Face Protection as approved by the American National Standards Institute (ANSI).

Every teacher and student shall be required to wear eye protective devices at all times while participating in or observing the following courses of instruction:

1. Vocational, technical, industrial arts, chemical, or chemical-physical, involving exposure to:
 - a. Hot molten metals or other molten materials;
 - b. Milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials;
 - c. Heat treatment, tempering, or kiln firing of any metal or other materials;
 - d. Gas or electric arc welding or other forms of welding processes;
 - e. Repair or servicing of any vehicle; or
 - f. Caustic or explosive materials; and
2. Chemical, physical, or combined chemical-physical laboratories involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other hazards not enumerated.

Legal Reference: Neb. Statute 79-715

Approved:

Reviewed:

Revised:

Section 1000 - Community/Educational Agency Relations

1005.01- PUBLIC COMPLAINTS

The board recognizes that concerns regarding the operation of the school district will arise. The board further believes constructive criticism can assist in improving the quality of the education program and in meeting individual student needs more effectively. The board also places trust in its employees and desires to support their actions in a manner that frees them from unnecessary or unwarranted criticism and complaints.

Procedures for dealing with complaints concerning programs or practices should be governed by the following principles:

- where action/investigation is desired by the complainant, or where it seems appropriate, the matter should be handled as near the source as possible;
- complaints should both be investigated and, if possible, resolved expeditiously;
- complaints should be dealt with courteously and in a constructive manner; and,
- individuals directly affected by the complaint should have an opportunity to respond.

The board, consistent with its board policy-making role, will review the action taken to resolve complaints concerning specific schools, programs or procedures only after the usual channels have been exhausted. Complaints regarding employees or complaints by students will follow the more specific policies 403.05 and 504.01 respectively.

When a complaint requiring attention is received by the board or a board member it will be referred to the superintendent. After all of the channels have been exhausted, the complainant may appeal to the board by requesting a place on the board agenda. If the complainant appeals to the board, the appeal shall be in writing, signed and explain the process followed by the complainant prior to the appeal to the board.

However, the board will only directly consider appeals dealing with policies, procedures and programs. Any appeals involving employee issues will be passed on to the board's legal counsel to determine whether district policies and procedures were followed by the administrator in attempting to resolve the conflict.

Cross Reference: 204.12 Public Participation at Board Meetings
 403.05 Public Complaints about Employees

504.01 Student Due Process Rights
606.03 Objection to Instructional Materials

Approved:
Reviewed:
Revised:

1005.03 - DISTRICT AND SCHOOL (COMBINED) TITLE I PARENT AND FAMILY ENGAGEMENT POLICY

Hemingford Public Schools intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, Section 1116(a -f) ESSA, (Every Student Succeeds Act) of 2015.

In General

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

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
 - Hemingford Open House/Back to School Night
 - 7th grade and New Student orientation
 - Annual Title I Parent Meeting
 - Parent-Teacher Conferences
- Parents are involved in the planning, review, evaluation, and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
 - Parent and Community Surveys
 - Annual Title I parent meeting

- Development of the School Improvement Plan
 - School Advisory Meetings
-
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
 - Student handbook
 - Parent-Teacher Conferences
 - Standardized Tests results
 - Progress reports & report cards
 - Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents, in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
 - Coordinate and integrate parental involvement programs and activities with other Federal, State and Local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

Legal Reference: Neb. Statute 79-530 to 533

Every Student Succeeds Act

Cross Reference: 507.01 Student Records Access
 606.03 Objection to Instructional Materials
 610.02 Test or Assessment Administration
 611.01 Student Progress Reports
 611.04 Parent Conferences
 1002. District Annual Report
 1005.01 Public Complaints

Approved:
 Reviewed: 7-11-2022
 Revised: 9-12-2022



Nebraska School Suicide Risk Flowchart Example

