

August 5, 2024
Committee Meeting Board of Education

The Board of Education District 54-0586, Bloomfield Community Schools, met in Committee Session on August 5, 2024 in High School, Room 14.

Dee Bratetic: Present, Jason Hefner: Absent, Justin Jindra: Present, Jessica Loseke: Present, Deb Wragge: Present, Hally Ziegler: Present.

1.

1.a.

1.b. Motion by Justin Jindra, seconded by Hally Ziegler, to approve the absence of Jason Hefner..

Dee Bratetic: Yea, Jason Hefner: Absent, Justin Jindra: Yea, Jessica Loseke: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

1.c.

1.d.

1.e.

1.f.

2. Motion by Hally Ziegler, seconded by Jessica Loseke, to approve the agenda (as presented or with the noted changes/additions) for this COW Meeting of the BOE.

Dee Bratetic: Yea, Jason Hefner: Absent, Justin Jindra: Yea, Jessica Loseke: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

3.

3.a.

3.b.

3.c.

3.d.

3.d.i.

3.d.ii.

3.d.iii.

3.d.iv.

3.e.

3.f.

3.g.

3.g.i.

3.g.i.1.

3.g.i.2.

3.g.i.3.

3.g.i.4.

3.g.i.5.

3.g.i.6.

4.

5. Motion by Hally Ziegler, seconded by Dee Bratetic, to move into closed session for the protection of the public interest or the prevention of needless injury to the reputation of an individual at 8:34 p.m..

Dee Bratetic: Yea, Jason Hefner: Absent, Justin Jindra: Yea, Jessica Loseke: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

Motion by Hally Ziegler, seconded by Justin Jindra, to come out of a closed session for the protection of the public interest or the prevention of needless injury to the reputation of an individual at 8:58 p.m..

Dee Bratetic: Yea, Jason Hefner: Absent, Justin Jindra: Yea, Jessica Loseke: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

6. Motion by Justin Jindra, seconded by Hally Ziegler, to adjourn this COW Meeting of the Bloomfield Community Schools Board of Education at 9:02 p.m..
Dee Bratetic: Yea, Jason Hefner: Absent, Justin Jindra: Yea, Jessica Loseke: Yea, Deb Wragge: Yea, Hally Ziegler: Yea Motion: Carried

Bloomfield Community Schools

BUILDING
EXCELLENCE
ENCOURAGING
SUCCESS

Honesty - Community - Relationships



NEBRASKA OPEN MEETINGS ACT

84-1407. Act, how cited. Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined. For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1) (a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.

(1) Until January 1, 2025:

(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee or the governing body of a rural or suburban fire protection district, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1) (b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(c) In addition to a method of notice required by subdivision (1)(b) (i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) Beginning January 1, 2025:

(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (2)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(C)(III) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (2) (b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsections (1) and (2) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend 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; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (a) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (b) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing.

(4) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(5) The secretary or other designee of each public body 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.

(6) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (5) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(7) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(8)(a) Notwithstanding subsections (3) and (6) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsections (1) and (2) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body 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.

(b) 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. Subsection (5) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section

84-1413.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require 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 address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and

(f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Revised 07/2024


Nebraska Council
of School Administrators
455 South 11th Street, Suite A
Lincoln, NE 68508
(402) 476-8050
ncsa.org


PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.
233 South 13th Street, Suite 1400,
Lincoln, NE 68508
(402) 476-9200
perrylawfirm.com



All Lines Inter-local Cooperative Aggregate Pool

The All Lines Inter-local Cooperative Aggregate Pool (ALICAP) is an alternative risk financing mechanism which has allowed a group of Nebraska schools, like yourselves, to pool together their insurance contributions to fund losses, negotiate broader coverages, manage expenses, and realize investment return.

Rather than purchasing insurance from the standard marketplace, these schools have elected to manage and operate their own insurance company by purchasing excess and reinsurance over large retentions and deductibles. This program structure allows these schools to finance their insurance risks like a large self-insurer, and purchase insurance like a guaranteed cost transfer method.

The contributions to a loss fund allow the necessary dollars to be set aside, while earning investment income to pay the retentions. Excess premiums are collected to pay aggregate insurance costs over and above retentions and the actuarially predicted loss funds.

ALICAP operates under a "Certificate of Authority" approved by the Nebraska Department of Insurance, governed by the NASB State Board of Directors, and managed by a Board of Trustees. The boards' decisions are based on an approved set of By-Laws and a Participation Agreement that the NASB Workers' Compensation Pool operated under since its inception in 1990.

The list of school districts participating in ALICAP, either by purchasing workers compensation or all lines of property & liability coverage, is noted in the ALICAP Annual Report. These schools have benefited greatly from their long-term commitment to the pool. They have earned more than \$25,000,000 in dividends against future contributions and maintained control over their losses within the laws of the State of Nebraska.

We ask that you review the program definitions enclosed and the color graph. Please feel free to call Sheri Shonka at Public Risk Management, (402) 884-3751 if you have any questions.

NEBRASKA

Good Life. Great Opportunity.

DEPARTMENT OF INSURANCE

Governor Jim Pillen

CERTIFICATE OF AUTHORITY

NASB ALL LINES INTERLOCAL COOPERATIVE AGGREGATE POOL (ALICAP) DOMICILED IN THE STATE OF NEBRASKA

IS HEREBY AUTHORIZED AND LICENSED IN NEBRASKA TO TRANSACT THE BUSINESS AS A INTERGOVERNMENTAL RISK MANAGEMENT POOL IN THE STATE OF NEBRASKA AS DESCRIBED BY CHAPTER 44 OF THE INSURANCE STATUTES OF NEBRASKA:

59223861

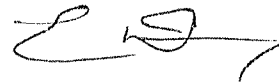
NEBRASKA IDENTIFICATION
NUMBER

May 01, 2024

DATE ISSUED

April 30, 2025

DATE EXPIRES



Eric Dunning
Director of Insurance

Eric Dunning, Director

Department of Insurance

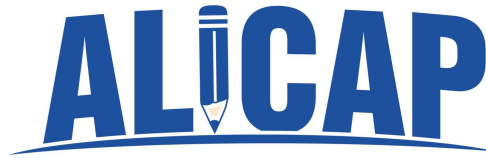
1526 K Suite 200

OFFICE 402-471-2201 FAX 402-471-4610

PO Box 95087

www.doi.nebraska.gov

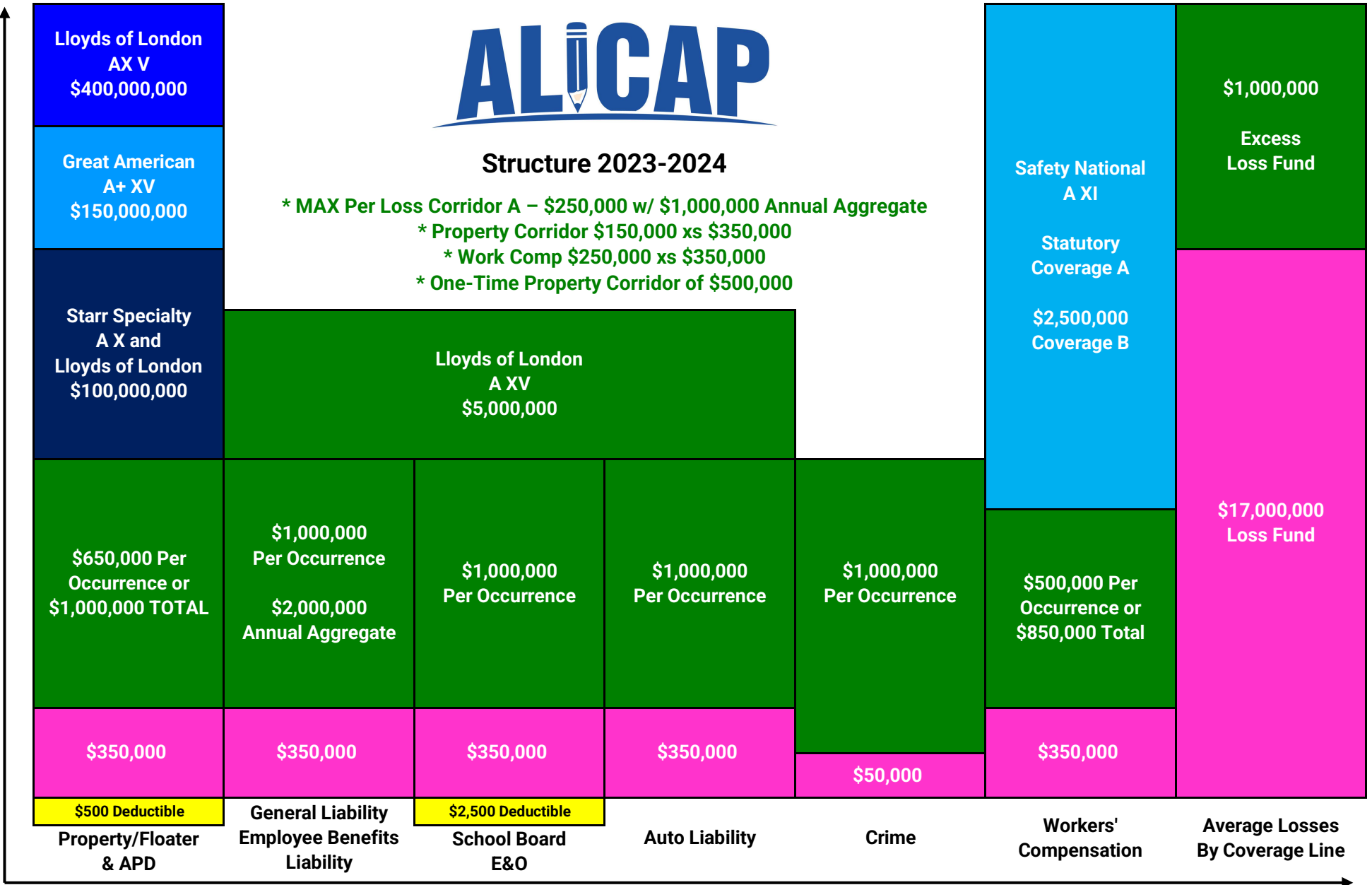
Lincoln, Nebraska 68509-5087



Structure 2023-2024

- * MAX Per Loss Corridor A – \$250,000 w/ \$1,000,000 Annual Aggregate
- * Property Corridor \$150,000 xs \$350,000
- * Work Comp \$250,000 xs \$350,000
- * One-Time Property Corridor of \$500,000

SEVERITY



FREQUENCY

PROGRAM DEFINITIONS

(see graph)

Self Insured Retention (SIR) (pink)

The predetermined amount of risk that will be assumed by the NASB All Lines Aggregate for any one occurrence of loss.

Specific Excess (green)

The amount of insurance placed to protect against any one single catastrophic occurrence.

Loss Fund (pink)

The maximum amount that the NASB All Lines Aggregate expects to pay in losses for a given coverage year. Once this fund is exhausted, the Aggregate Excess coverage applies to the SIRs subject to any applicable maintenance deductibles.

Excess Loss Fund (green)

The amount of insurance purchases to cap the amount of risk retained within a given coverage year.

Secondary Excess Insurance (blue)

The amount of insurance above the primary excess necessary to adequately cover all exposures.

Program Costs

The costs associated with the NASB "All Lines Aggregate" program may be broken down into *Fixed Cost* (purchasing excess insurance, handling claims and administration), and *Variable Cost* of the losses within the self-insured retention.

Your money is spent only as claims are paid. If you fail to pay out the pre-funded loss fund, these monies with investment income will be returned to the participants as dividends.

ALICAP

ALICAP

ALICAP

ALICAP

2022-2023 ANNUAL REPORT

ALICAP

LETTER FROM YOUR BOARD PRESIDENT

Dear ALICAP Members,

As you likely know, ALICAP is a member owned insurance pool for Nebraska school districts and ESUs offering a full line of coverage including liability, property, and workers' compensation. We are built on the tenants of providing our members a stable marketplace with enhanced coverage, customized loss control programs, and responsive claims management all at a competitive price.

STEVE KOCH
ALICAP BOARD PRESIDENT

BOARD MEMBER
HERSHEY
ALICAP TRUSTEE SINCE 2019



Essentially, ALICAP formed as it was difficult to get coverage at a competitive price. We are witnessing these tough times once again, especially in the property market. Hurricanes, floods, tornadoes, wildfires, and windstorms continue to put pressure on reinsurers. These catastrophes are the major factor driving costs higher coupled with inflation, supply chain disruptions, labor shortages, depleted capital, and Hurricane Ian.

Underwriters are selective and will continue to focus on valuation issues. We are witnessing a deterioration in market conditions on catastrophic property, especially wind exposed programs. Carriers will look favorably on risks with accurate valuations and ALICAP prepared for this by partnering with Kroll Fixed Asset Advisory Services. Kroll conducted physical inspections and provided replacement cost values for markets this year and we should expect premiums will reflect these higher values. This summer, Sheri and Daniel Shonka traveled to England, to meet with Lloyd's of London, and were able to ease concerns and negotiate a much lower rate. These efforts will make our rates much more affordable for schools.

In addition to our external partners, ALICAP is extraordinarily successful in part due to Megan Boldt (Director of ALICAP), and Rachel Horstman (Business Manager). Both continue to grow in their responsibilities and are true assets.

We currently have 189 schools/ESUs in ALICAP; our 2022-23 SafeSchools Completions were more than 109,000 trainings, and our average Work Comp Experience Modifier this year is the lowest we have seen at 0.87. As a 31-year school board member at Hershey Public Schools, I have dreaded when a Loss Control Agent visited. We are always concerned about what they might find wrong and what will have to be fixed. I have totally changed my way of thinking and now welcome their inspections so we can provide a safer and more stable environment for our students and staff. The Hershey school board recently set a goal of working toward receiving the SafeSchools award, given annually by ALICAP.

SafeSchools was a powerful addition to ALICAP. Now there are Suicide Trainings, and the course has been adopted by the Nebraska Department of Education through LB 705. School Districts must provide at least one hour of behavioral and mental health training, with a focus on suicide awareness and prevention, each year for any school staff member who has contact with students.

In conclusion, it is a privilege to serve on the ALICAP Board of Trustees. I look forward to working with the board next year to make it even more successful than the previous.

Respectfully,

A handwritten signature in black ink that reads "Steve Koch". The signature is written in a cursive, slightly slanted style.

ALICAP

WWW.ALICAP.ORG

ADDITIONAL PROGRAMS AND MEMBER SERVICES

ALICAP was formed in 1990, by the Nebraska Association of School Boards.

That first year, there were 32 members and the coverage included only Workers' Compensation. Our membership has grown to 189 school districts and ESUs, and since 1995-96 the coverage expanded from only Workers' Compensation to include Property, Liability, Auto, Crime, and Errors and Omissions.

Take a look at ALICAP's current membership details.

WE ARE PROUD TO BE ALICAP

189 NEBRASKA SCHOOLS AND ESUs

109,000 SAFETY TRAININGS COMPLETED

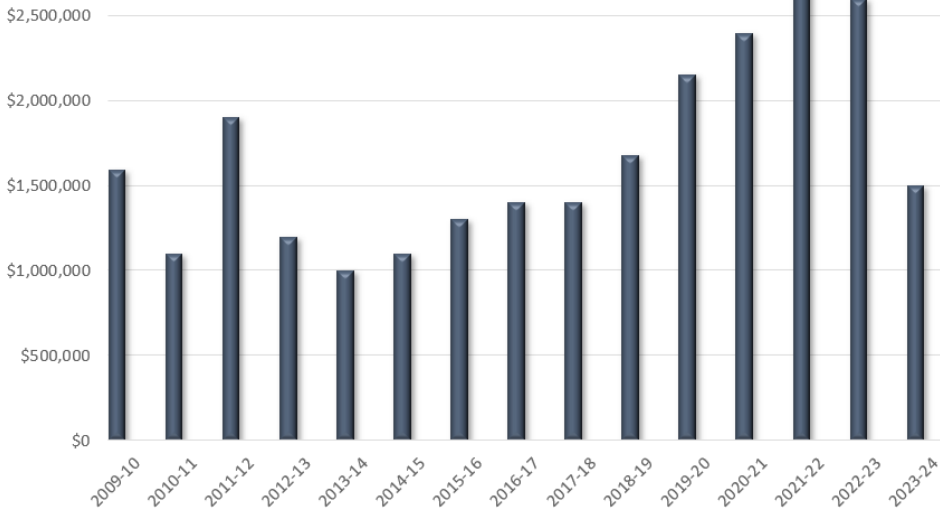
.87 AVERAGE WORK COMP EXPERIENCE MODIFIER

\$1.5 MILLION DOLLAR DIVIDEND RETURNED

6 LOSS CONTROL CONSULTANTS

OVER 850 LEARNING BUILDINGS

\$30 MILLION GIVEN BACK IN DIVIDENDS SINCE 1990



2022-2023 RECOGNITION PROGRAM AWARD WINNERS

LOSS RATIO AWARD WINNER
FORT CALHOUN COMMUNITY SCHOOLS

EXPERIENCE MODIFIER AWARD WINNERS
PLATTSMOUTH COMMUNITY SCHOOLS

SAFESCHOOLS AWARD WINNER
BENNINGTON PUBLIC SCHOOLS

ALICAP WOULD LIKE TO CONGRATULATE THESE MEMBERS ON EARNING THIS YEAR'S SAFETY AWARDS.

A STRONG SAFETY PROGRAM BEGINS WITH A SUPPORTIVE LEADERSHIP TEAM AND IS ACTED OUT BY EVERY STAFF MEMBER, EVERY DAY.

KEEP UP THE GOOD WORK!

MANY THANKS TO ALL ALICAP MEMBERS FOR THEIR TRUST, LOYALTY & DEDICATION

ALICAP

WWW.ALICAP.ORG

YOUR BOARD OF TRUSTEES



RHONDA BURBACH
SCHOOL BOARD MEMBER
NORRIS SCHOOL DISTRICT 160
ALICAP TRUSTEE SINCE 2023
CLAIMS COMMITTEE



TED DETURK
ESU ADMINISTRATOR
ESU 2
ALICAP TRUSTEE SINCE 2019
FINANCE & AUDIT COMMITTEE



VIRGIL HARDEN
BUSINESS MANAGER
GRAND ISLAND PUBLIC SCHOOLS
ALICAP TRUSTEE SINCE 2023
FINANCE & AUDIT COMMITTEE



TROY LOEFFELHOLZ
SUPERINTENDENT
COLUMBUS PUBLIC SCHOOLS
ALICAP TRUSTEE SINCE 2021
FINANCE & AUDIT COMMITTEE



STEVE KOCH
SCHOOL BOARD MEMBER
HERSHEY PUBLIC SCHOOLS
ALICAP TRUSTEE SINCE 2019
UNDERWRITING & MARKETING COMMITTEE



TOM MENKE
SCHOOL BOARD MEMBER
CHADRON PUBLIC SCHOOLS
ALICAP TRUSTEE SINCE 2017
LOSS CONTROL COMMITTEE



NICOLE REAGAN
SUPERINTENDENT
GERING PUBLIC SCHOOLS
ALICAP TRUSTEE SINCE 2023
UNDERWRITING & MARKETING COMMITTEE



JEFF RIPPE
SUPERINTENDENT
BELLEVUE PUBLIC SCHOOLS
ALICAP TRUSTEE SINCE 2012
CLAIMS COMMITTEE



AMY SINES
SCHOOL BOARD MEMBER
CAMBRIDGE PUBLIC SCHOOLS
ALICAP TRUSTEE SINCE 2020
LOSS CONTROL COMMITTEE



SANDY NOFFSINGER
NASB BOARD REPRESENTATIVE
DUNDY COUNTY STRATTON PUBLIC SCHOOLS
ALICAP TRUSTEE SINCE 2021
UNDERWRITING & MARKETING COMMITTEE



JOHN SPATZ
NASB EXECUTIVE DIRECTOR
ALICAP TRUSTEE SINCE 2012
INVESTMENT COMMITTEE

ALICAP

WWW.ALICAP.ORG

YOUR TEAM



MEGAN BOLDT
NASB - DIRECTOR OF ALICAP
LOSS CONTROL COMMITTEE
UNDERWRITING & MARKETING CMTE



RACHEL HORSTMAN
NASB - BUSINESS MANAGER
FINANCE & AUDIT COMMITTEE
INVESTMENT COMMITTEE



MAKENZIE BARRY
NASB - DATA & FINANCIAL
SPECIALIST
LOSS CONTROL COMMITTEE



LINDSEY WOOTON
NASB - ADMINISTRATIVE
SPECIALIST



PAT RYAN
PRM - MANAGING PARTNER
FINANCE & AUDIT COMMITTEE
CLAIMS COMMITTEE



SHERI SHONKA
PRM - MANAGING PARTNER
LOSS CONTROL COMMITTEE
UNDERWRITING & MARKETING CMTE



DANIEL SHONKA
PRM - ACCOUNT EXECUTIVE
UNDERWRITING & MARKETING CMTE



CARL DIETZ
LOSS CONTROL AGENT
ALICAP



sedgwick®



MATT FISHER
LOSS CONTROL AGENT
ALICAP



JAMIE ISOM
LOSS CONTROL AGENT
ALICAP



DAN KEYSER
LOSS CONTROL AGENT
ALICAP



DOUG LEWIS
LOSS CONTROL AGENT
ALICAP



KEN NAVRATIL
LOSS CONTROL AGENT
ALICAP



JENNIFER CHEEVER
EXAMINER
SEDGWICK CMS



SARAH LOFTUS
EXAMINER
SEDGWICK CMS



MAURICE ANDERSON
FIELD ADJUSTER
ANDERSON CLAIM SERVICE



WWW.ALICAP.ORG

ALICAP OWNERS AS OF AUGUST 31, 2023

Adams Central Public Schools	Crete Public Schools	Gibbon Public Schools
Ainsworth Community Schools	Cross County Community Schools	Giltner Public Schools
Amherst Public Schools	David City Public Schools	Gothenburg Public Schools
Anselmo-Merna Public School	Diller-Odell Public Schools	Grand Island Public Schools
Ansley Public School	DC West Community Schools	Gretna Public Schools
Arapahoe-Holbrook Public Schools	Dundy County Stratton Schools	Hartington-Newcastle Public Schools
Arcadia Public Schools	East Butler Public Schools	Harvard Public Schools
Arlington Public Schools	Elba Public Schools	Hastings Public Schools
Arthur County Schools	Elgin Public Schools	Heartland Community Schools
Ashland-Greenwood Public Schools	Elkhorn Valley Schools	Hemingford Public Schools
Auburn Public Schools	Elm Creek Public Schools	Hershey Public Schools
Axtell Community School	Elmwood-Murdock Public Schools	Hitchcock County Schools
Bancroft-Rosalie Public Schools	Elwood Public Schools	Holdrege Public Schools
Banner County School	Emerson-Hubbard Public Schools	Howells-Dodge Consolidated Schools
Battle Creek Public Schools	ESU 02	HTRS Public Schools
Bayard Public Schools	ESU 03	Hyannis Area Schools
Beatrice Public Schools	ESU 05	Johnson County Central Schools
Bellevue Public Schools	ESU 06	Kearney Public Schools
Bennington Public Schools	ESU 07	Kenesaw Public Schools
Bertrand Community School	ESU 08	Keya Paha County Schools
Blair Community Schools	ESU 09	Kimball Public Schools
Blue Hill Community Schools	ESU 10	Lakeview Community Schools
Brady Public Schools	ESU 11	Lewiston Consolidated School
Broken Bow Public Schools	ESU 13	Lexington Public Schools
Burwell Public Schools	ESU 15	Leyton Public Schools
Callaway Public Schools	ESU 16	Litchfield Public Schools
Cambridge Public Schools	ESU 17	Logan View Public Schools
Cedar Bluffs Public Schools	Eustis-Farnam Public Schools	Loomis Public School
Centennial Public School	Fairbury Public Schools	Louisville Public Schools
Central City Public Schools	Falls City Public Schools	Loup City Public Schools
Chadron Public Schools	Fort Calhoun Community Schools	Loup County Public School
Chase County Schools	Franklin Public Schools	Lyons-Decatur Northeast
Clarkson Public Schools	Friend Public Schools	Malcolm Public Schools
Cody-Kilgore Unified Schools	Fullerton Public Schools	Maxwell Public Schools
Columbus Public Schools	Garden County Schools	McCook Public Schools
Cozad Community Schools	Gering Public Schools	McCool Junction Public Schools

ALICAP OWNERS AS OF AUGUST 31, 2023

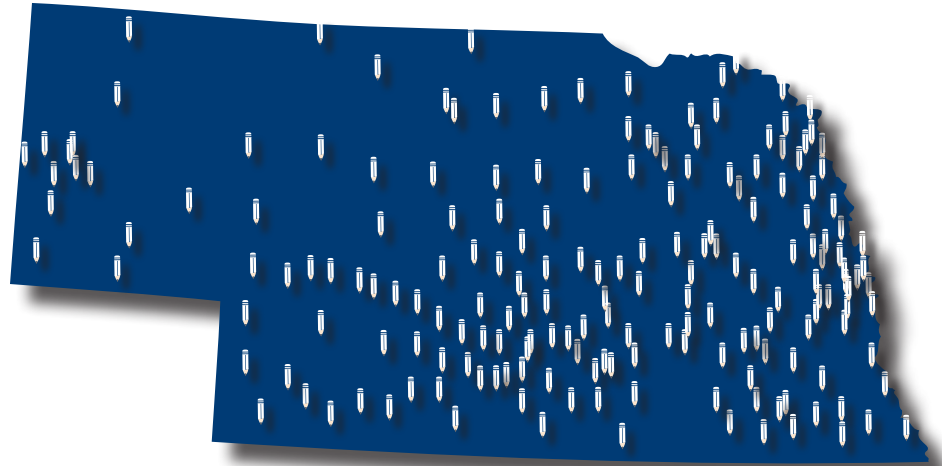
Medicine Valley Public Schools
Meridian Public Schools
Milford Public Schools
Minatare Public Schools
Minden Public Schools
Mitchell Public Schools
Morrill Public Schools
Mullen Public Schools

Nebraska City Public Schools
Neligh-Oakdale Public Schools
Newman Grove Public Schools
Norris School District 160
Northwest Public Schools
Oakland-Craig Public Schools

Ogallala Public Schools
O'Neill Public Schools
Ord Public Schools
Osceola Public Schools
Osmond Community Schools
Overton Public Schools
Palmer Public Schools

Papillion La Vista Community Schools
Pawnee City Public Schools
Paxton Consolidated Schools
Pender Public Schools
Perkins County Schools
Pierce Public Schools

Plattsmouth Community Schools
Pleasanton Public Schools
Ponca Public Schools
Ralston Public Schools
Randolph Public Schools
Ravenna Public Schools
Raymond Central Public Schools
Rock County Public Schools
Sandhills Public Schools



Sargent Public Schools
Scottsbluff Public Schools
Shelton Public Schools
Sidney Public Schools
Silver Lake Public Schools
South Central USD 5
South Sioux City Community Schools
Southern School District
Southern Valley Schools
Southwest Public Schools
Springfield Platteview Schools
St. Paul Public Schools
Stanton Community Schools
Stapleton Public Schools
Sterling Public Schools
Summerland Public School
Sumner-Eddyville-Miller Schools
Superior Public Schools
Sutherland Public School
Tekamah-Herman Schools
Thedford Public Schools
Tri County Public Schools

Twin River Public Schools
Umonhon Nation Public Schools
Valentine Community Schools
Verdigre Public School
Wakefield Community School
Wallace Public School
Walthill Public School
Wauneta-Palisade Public Schools
Waverly School District 145
Weeping Water Public Schools
West Holt Public Schools
West Point Public Schools
Westside Community Schools
Wheeler Central Public Schools
Wilber-Clatonia Public School
Wilcox-Hildreth Public School
Winnebago Public Schools
Wisner-Pilger Public Schools
Wood River Rural Schools
Wynot Public Schools
York Public Schools
Yutan Public Schools

YOUR FINANCE & AUDIT COMMITTEE



TED DETURK
ESU ADMINISTRATOR
ESU 2
ALICAP TRUSTEE SINCE 2019



VIRGIL HARDEN
BUSINESS MANAGER
GRAND ISLAND PUBLIC SCHOOLS
ALICAP TRUSTEE SINCE 2023



TROY LOEFFELHOLZ
SUPERINTENDENT
COLUMBUS PUBLIC SCHOOLS
ALICAP TRUSTEE SINCE 2021



RACHEL HORSTMAN
BUSINESS MANAGER
NASB



PAT RYAN
MANAGING PARTNER
PRM

ALICAP's Finance & Audit Committee was formed to enhance the financial expertise and oversight of your program's business decisions. The Committee analyzes and responds to the following three areas annually:

1. DIVIDEND PAYOUT OPTIONS

2. NASB MANAGEMENT REIMBURSEMENT OVERSIGHT

3. AUDITED FINANCIAL STATEMENT REVIEW

The Committee is also responsible for quarterly financial reviews, SOC1 disclosure for third parties used within the program, investment policy updates, and any other financial topic needing addressed at any given time of the year. The needs of the membership are held with high priority while these financial decisions are being made, which is part of what sets ALICAP apart from their competition in the insurance market.

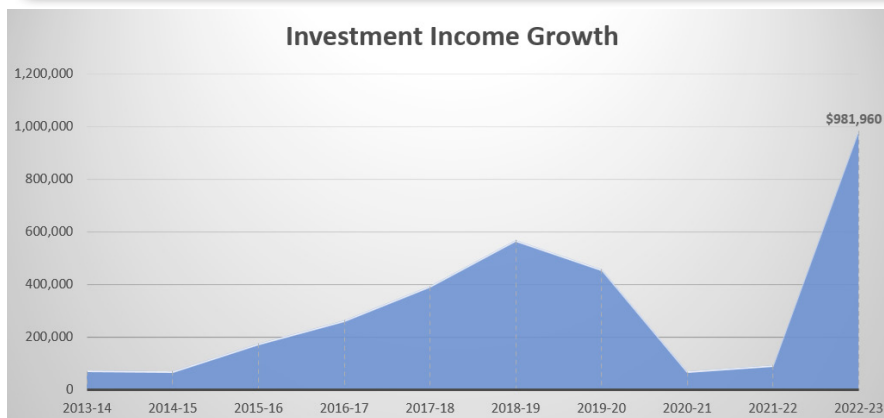
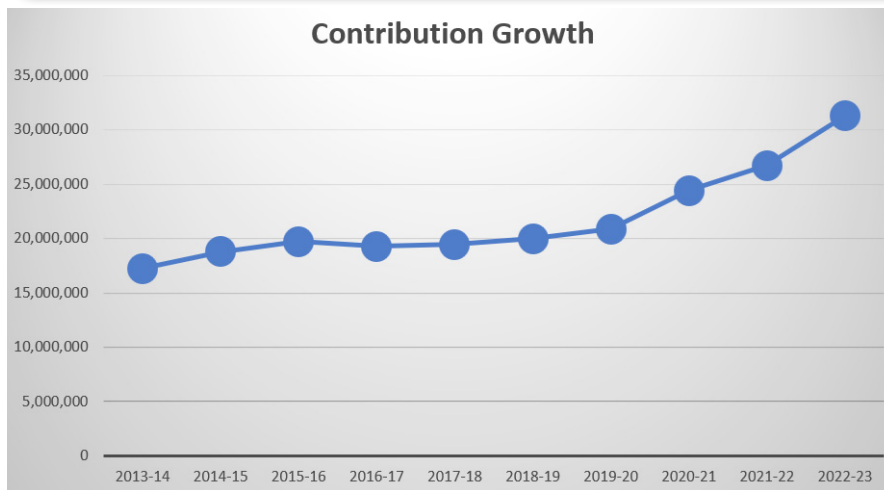
"THE FINANCE AND AUDIT COMMITTEE WORKS TO ENSURE ALICAP IS TRANSPARENT IN ITS OPERATION AND FINANCES. WE ARE COMMITTED TO MAKING DECISIONS WHICH WILL ALLOW ALICAP TO PROVIDE THE BEST SERVICE, PROTECTION, AND CLAIMS RESOLUTION AT THE BEST POSSIBLE COST. OUR GOAL IS TO KEEP OUR RATES LOW, COSTS CONTROLLED, AND FINANCES STABLE SO WE CAN RETURN DOLLARS BACK TO OUR MEMBERS."

- DOUG LEWIS - ALICAP PAST-PRESIDENT

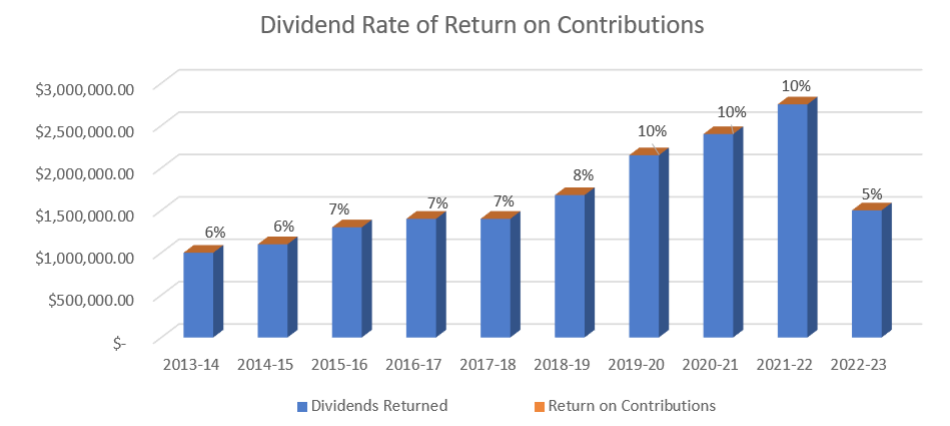
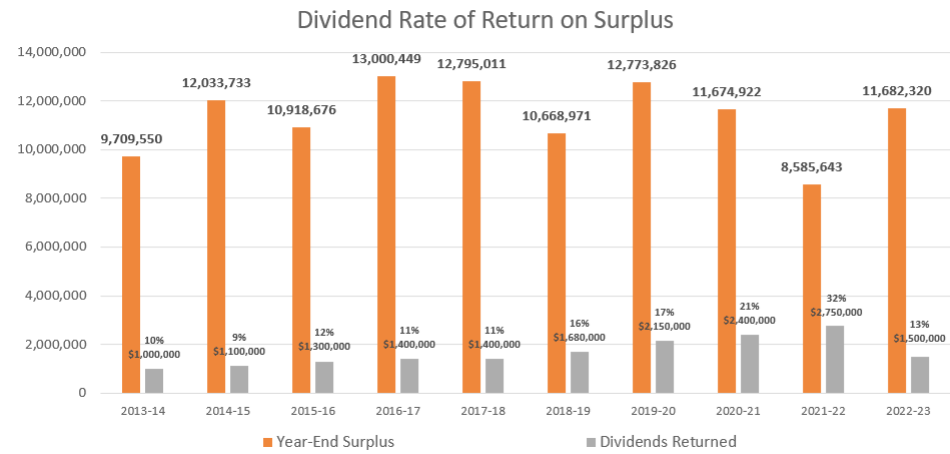
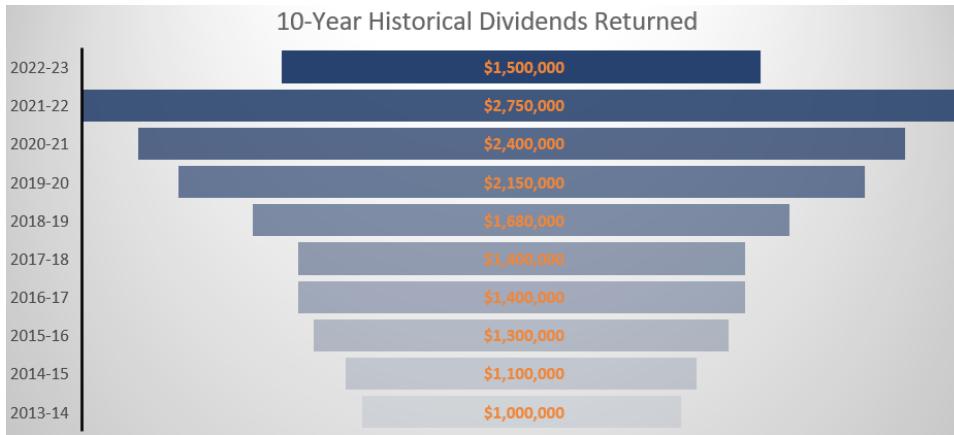
- FINANCIAL BUSINESS PARTNERS -

Select Actuarial Services - Cheryl White, FCAS, MAAA - Nashville, Tennessee
Thomas, Kunc, & Black, LLP - Jeremy Fox, CPA, Senior Accountant - Lincoln, Nebraska

GROWTH

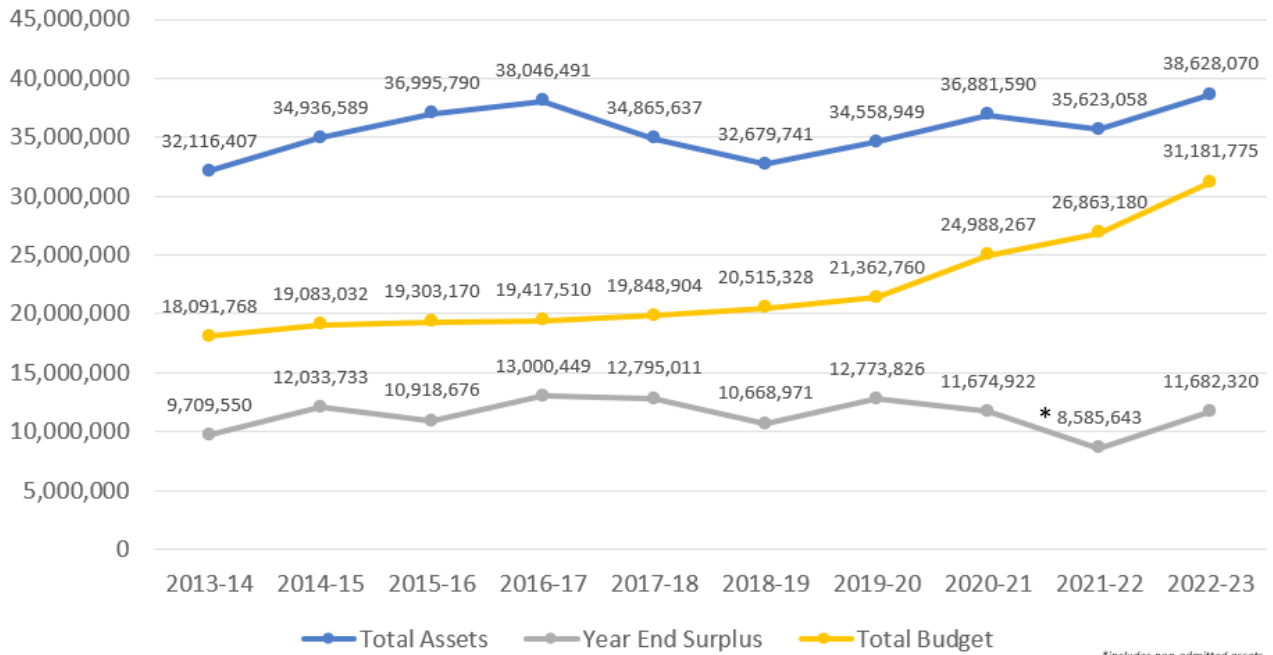


DIVIDENDS

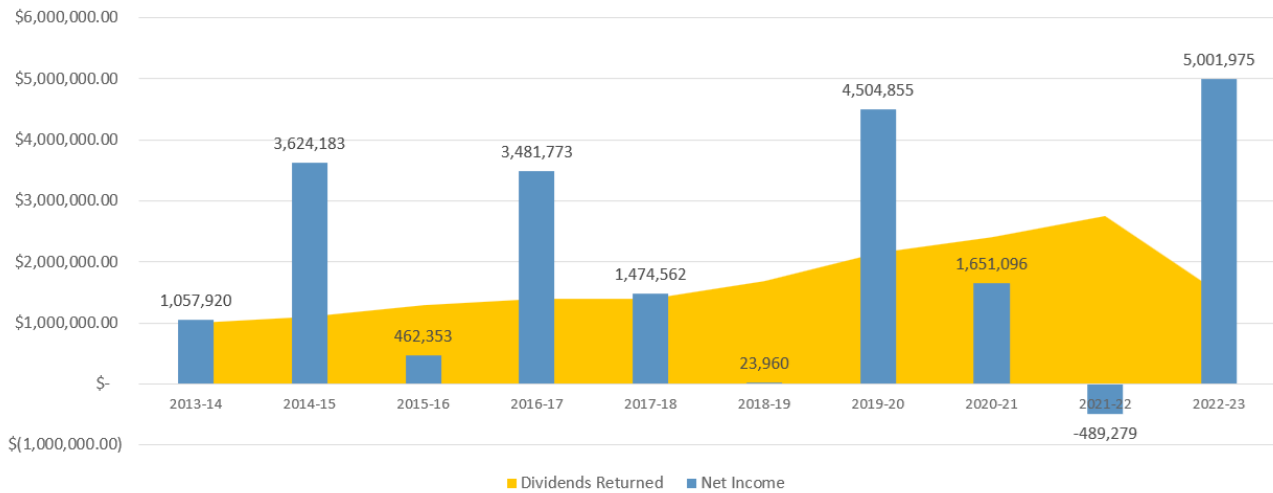


FINANCIAL TRENDS

Historical Assets / Surplus / Total Budget



Historical Net Income / Dividends Returned



ALICAP FINANCIAL STATEMENTS & INDEPENDENT AUDITORS' REPORT

NASB ALL LINES INTERLOCAL COOPERATIVE AGGREGATE POOL INDEPENDENT AUDITORS' REPORT ON SUMMARY FINANCIAL STATEMENTS

To the Board of Directors:

Opinion

The accompanying summary financial statements, which comprise the summary balance sheets—statutory basis as of August 31, 2023 and 2022 and the summary statements of income and changes in surplus—statutory basis for the years then ended are derived from the audited financial statements of NASB All Lines Interlocal Cooperative Aggregate Pool as of and for the years ended August 31, 2023 and 2022. We expressed an unmodified audit opinion on those statutory basis audited financial statements in our report dated October 27, 2023.

In our opinion, the summary financial statements of NASB All Lines Interlocal Cooperative Aggregate Pool as of and for the years ended August 31, 2023 and 2022 referred to above are consistent, in all material respects, with the audited financial statements from which they have been derived, on the statutory basis.

Summary Financial Statements

The summary financial statements do not contain all the disclosures required by the statutory basis financial reporting framework applied in the preparation of the financial statements of NASB All Lines Interlocal Cooperative Aggregate Pool. Reading the summary financial statements, therefore, is not a substitute for reading the audited financial statements of NASB All Lines Interlocal Cooperative Aggregate Pool and the auditor's report on them.

Management's Responsibility for the Summary Financial Statements

Management is responsible for the preparation of the summary financial statements in accordance with the statutory basis.

Auditor's Responsibility

Our responsibility is to express an opinion about whether the summary financial statements are consistent, in all material respects, with the audited financial statements based on our procedures, which were conducted in accordance with auditing standards generally accepted in the United States of America. The procedures consisted principally of comparing the summary financial statements with the related information in the audited financial statements from which the summary financial statements have been derived, and evaluating whether the summary financial statements are prepared in accordance with the statutory basis.

Thomas, Kunc and Black, LLP

Lincoln, Nebraska
October 27, 2023

NASB ALL LINES INTERLOCAL COOPERATIVE AGGREGATE POOL Balance Sheets—Statutory Basis

	<u>Assets</u>	
	<u>August 31, 2023</u>	<u>August 31, 2022</u>
Cash on deposit	\$22,395,429	\$25,157,330
Short-term investments	\$12,311,368	\$8,770,225
Long-term investments	\$2,000,000	\$1,000,000
Accrued interest	-	\$5,729
Accounts receivable - reinsurance recoverable	\$1,921,273	\$689,625
Subrogation in transit	-	\$149
Total assets	\$38,628,070	\$35,623,058

ALICAP

WWW.ALICAP.ORG

ALICAP FINANCIAL STATEMENTS & INDEPENDENT AUDITORS' REPORT

NASB ALL LINES INTERLOCAL COOPERATIVE AGGREGATE POOL Balance Sheets—Statutory Basis (Continued)

Liabilities and Surplus

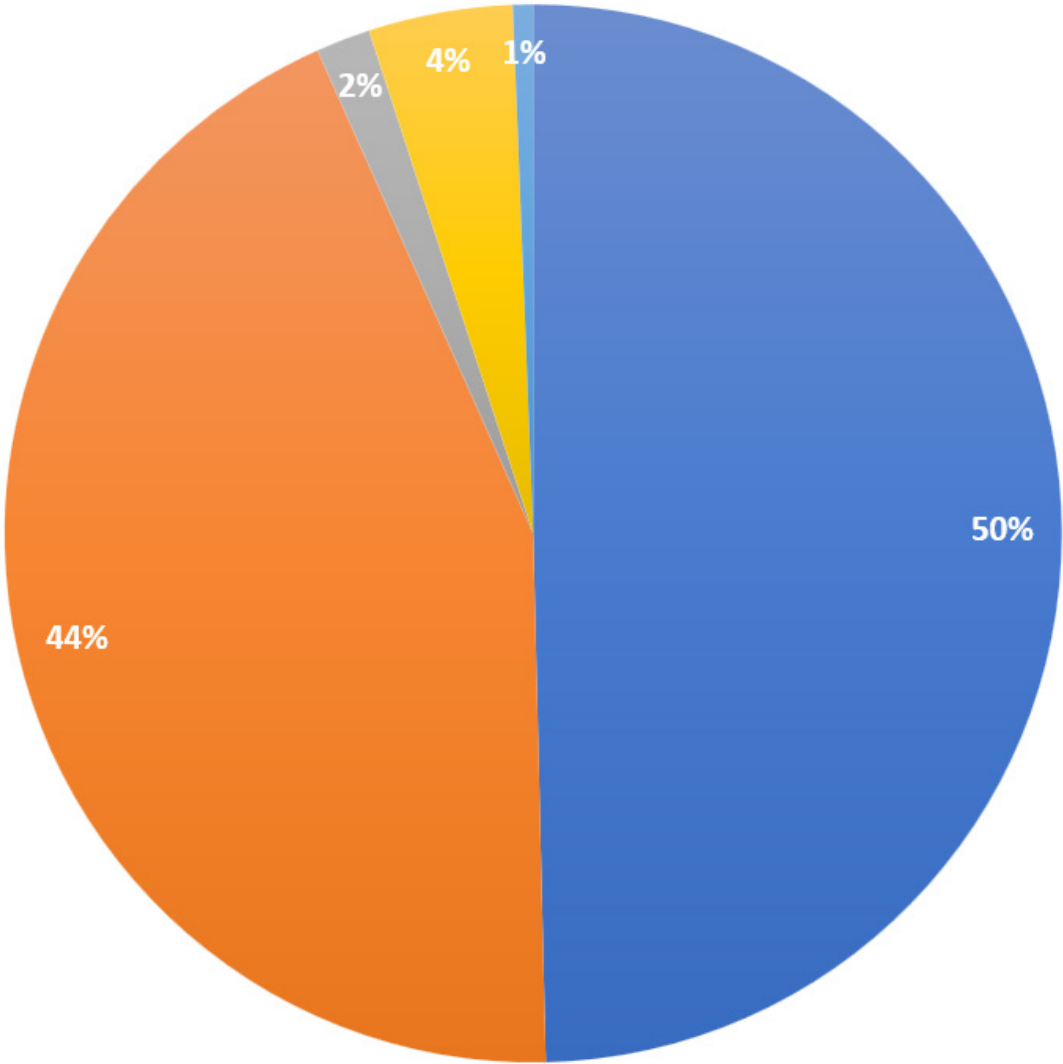
	<u>August 31, 2023</u>	<u>August 31, 2022</u>
Accounts payable	\$44,204	\$48,340
Loss reserves	\$14,071,405	\$14,911,453
Loss adjustment expense payable	\$1,767,888	\$1,924,924
Unearned premiums	\$10,856,653	\$8,791,732
Dividends declared but unpaid	-	\$1,871,729
Other accrued liabilities	\$205,600	\$188,800
Total liabilities	\$26,945,750	\$27,736,978
Surplus	\$11,682,320	\$7,886,080
Total liabilities and surplus	<u>\$38,628,070</u>	<u>\$35,623,058</u>

Statements of Revenue and Expenses—Statutory Basis

	<u>2023</u>	<u>2022</u>
Revenues:		
Premiums earned, direct	\$31,302,005	\$26,705,309
Premiums earned, ceded	<u>\$(12,876,030)</u>	<u>\$(10,627,118)</u>
Net premiums	\$18,425,975	\$16,078,191
Expenses:		
Losses incurred, direct	\$16,918,922	\$18,861,739
Losses incurred, subrogation and salvage	\$(273,319)	\$(156,842)
Losses incurred, excess insurance recovery	<u>\$(5,602,754)</u>	<u>\$(5,450,359)</u>
Net losses	\$11,042,849	\$13,254,538
Loss expenses incurred	\$1,554,623	\$1,817,509
Other underwriting expenses incurred	<u>\$1,808,506</u>	<u>\$1,588,066</u>
Total expenses	\$14,405,978	\$16,660,113
Net underwriting gain	\$4,019,997	\$(581,922)
Net investment income earned	\$981,960	\$92,157
Other income	<u>\$18</u>	<u>\$486</u>
Net revenues over expenses		
- statutory basis	<u>\$5,001,975</u>	<u>\$(489,279)</u>

Jeremy Fox is a Senior Accountant who graduated from the University of Nebraska-Lincoln in 2004 with a Masters of Professional Accountancy. His undergraduate course of study was in accounting with a minor in economics. Jeremy excels in working with clients in Audits of NPO's and Non-Public Companies, and Tax Planning and Preparation. Jeremy is a member of the American Institute of Certified Public Accountants and Nebraska Society of Certified Public Accountants.

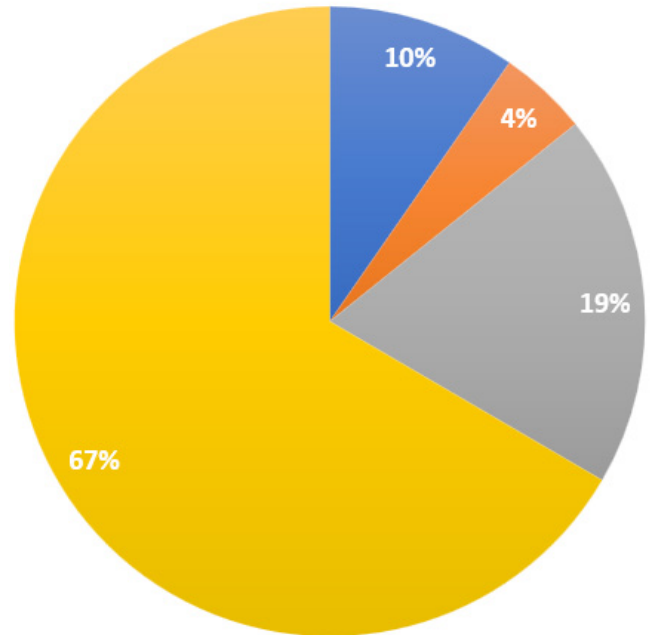
TOTAL COST OF RISK - 2023-2024



- LOSS FUND/DIVIDENDS
- EXCESS INSURANCE
- CLAIMS ADMINISTRATION
- ALL OTHER ADMINISTRATION
- PROVISIONAL TAXES

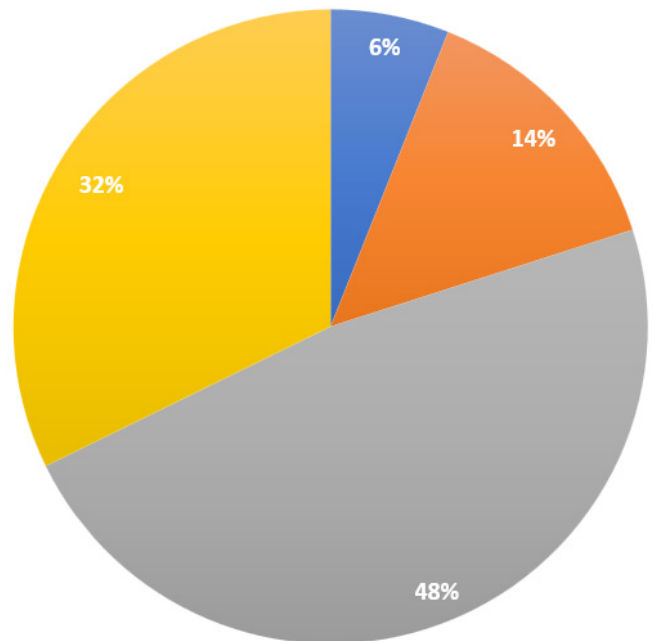
NUMBER OF CLAIMS BY LINE OF COVERAGE - 9-1-13 TO 8-31-23

- AUTO LIABILITY
- GENERAL LIABILITY
- PROPERTY
- WORKERS COMPENSATION



CLAIMS DOLLARS INCURRED BY LINE OF COVERAGE - 9-1-13 TO 8-31-23

- AUTO LIABILITY
- GENERAL LIABILITY
- PROPERTY
- WORKERS COMPENSATION



ALICAP

ALICAP

ALICAP

ALICAP

ALICAP

SIX PILLARS OF ALICAP

A STABILIZED MARKETPLACE

ENHANCED COVERAGE

CUSTOMIZED LOSS CONTROL PROGRAM

CLAIMS MANAGEMENT AND DISTRICT INPUT

COMPETITIVE PRICING

RETURN OF SURPLUS TO THE OWNER DISTRICTS/ESUs

WWW.ALICAP.ORG



1311 STOCKWELL STREET - LINCOLN, NE 68502

LOCAL: 402-423-4951 - TOLL FREE: 800-422-4572

WWW.NASBONLINE.ORG - @NASBONLINE - #LIVENASB



Congratulations on becoming an owner of ALICAP!

Instructions for New Member

- The All Lines Interlocal Cooperative Aggregate Pool (ALICAP) requires that your school board adopt the pool agreement by signing and returning the Resolution of Commitment form.
- The Uninsured and Underinsured Motorists law of Nebraska requires that Uninsured and Underinsured Motorists Coverage be provided at a limit equal to the State's Financial Responsibility law. Please sign the Commercial Automobile Application Supplement.
- Complete the Supplementary Application for School Leaders Errors & Omissions on behalf of the board members, central office administrators, school district principal's and legal counsel. This form protects your fellow members of ALICAP from responding to any Errors and Omissions claim which should have been reported to the previous insurance carrier. This form eliminates the need to purchase an extended reporting endorsement from your previous School Board Legal Liability carrier.
- Complete the ALICAP Cybersecurity Questionnaire and sign it.
- Complete the IronEnviro (SPILLS) Application and sign it.
- Complete the Sexual Abuse Liability Application and sign it.

Thank you for taking the time to complete this information. Once we receive the electronic copy, we will begin to enroll your district into ALICAP. Please feel free contact me if you have any questions.

Sheri Shonka
Managing Director

Public Risk Management
3528 Dodge Street, Suite 120 | Omaha, NE 68131
Direct: (877) 649-4612
sheri.shonka@prmne.com



NASB
All Lines Interlocal Cooperative Aggregate Pool
(ALICAP)

Member Resolution of Commitment

WHEREAS, LB398 passed by the 1987 Nebraska Legislature created the Intergovernmental Risk Management Act; and

WHEREAS, _____ School District, believes it is in the best interest of its citizens to join with other Nebraska school districts in establishing a property, general liability, automobile, crime, dishonesty, school board liability and workers compensation pool; and

WHEREAS, the NASB Pool is established by school districts for the benefit of school district citizens; and

THEREFORE BE IT RESOLVED, that the _____ School District hereby:

1. Approves the document entitled "Participation Agreement"; and
2. Enters into the Agreement for the formation of and participation in the NASB All Lines Interlocal Cooperative Aggregate Pool; and,
3. Designates _____ to sign the Formation Agreement with the Pool on behalf of the school district

Passed and approved this _____ day of _____, 2024

_____ School Board

Signature

Please print name and title

NEBRASKA

(To be completed and signed by the Named Insured)

NAME

POLICY NO.

The Uninsured and Underinsured Motorists law of Nebraska requires that Uninsured and Underinsured Motorists Coverage be provided at a limit at least equal to the state's Financial Responsibility law. You may purchase Uninsured and Underinsured Motorists Coverage with a limit up to your policy's liability insurance limit if you submit a signed application.

Please study this sheet carefully to help you decide what coverage you need to fulfill your insurance requirements.

FOR A MORE DETAILED DESCRIPTION OF THESE COVERAGES, REFER TO YOUR POLICY.

UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

Uninsured and Underinsured Motorists Coverage provides coverage for (1) damages for bodily injury which an insured is legally entitled to recover from the owner or operator of a motor vehicle for which there is no bodily injury liability insurance or bond applicable at the time of the accident, and (2) damages for bodily injury which an insured is legally entitled to recover from the owner or operator of a motor vehicle to which a bodily injury liability policy applies at the time of the accident but its limit for bodily injury liability is either (a) not enough to pay the full amount the insured is legally entitled to recover as damages, or (b) reduced by payments to persons other than an insured injured in the accident to less than the full amount the Insured is legally entitled to recover as damages.

In accordance with the laws of Nebraska, your automobile liability or motor vehicle liability policy shall automatically include Uninsured and Underinsured Motorists Coverage for damages for bodily injury Which the insured may be entitled to recover from the owner or operator of an uninsured or underinsured motor vehicle, in the minimum amount of \$25,000 each person / \$50,000 each accident. Alternatively, you may select higher limits, up to the bodily injury policy liability limits, by indicating that selection below. Please select one of the following options:

- Uninsured and Underinsured Motorists Coverage at the minimum limits shown above
- Uninsured and Underinsured Motorists Coverage at a limit equal to my liability insurance limit
- Uninsured and Underinsured Motorists Coverage limit of \$ 50,000 CSL (may not exceed your liability insurance limit)

Please be sure to read, fill out, sign, and return this Supplemental Application to your agent or broker. The choice you make will apply to any policy which renews, changes, supersedes, or replaces your existing policy, or any policy for which you may be applying unless you request a change to your coverage in writing. By signing below and/or paying any premium, you have evidenced your actual knowledge and understanding of the availability of these benefits and limits as well as the benefits and limits you have selected.

Signature of Named Insured

Date

Signature of Agent

Date

Supplementary Application

School Leaders Errors & Omissions Policy

This form will be attached to and form part of the Application of Insurance. The Insured(s) represent that the Application and this statement are the basis of the insurance applied for and are to be considered as incorporated into and constituting part of the policy issued. These statements are material to the acceptance of the risk assumed by the Company and the policy is issued in reliance upon the truth of those representations.

I/we hereby warrant that I/we have made reasonable and diligent inquiry of the following persons:

- 1) All School District Board Members
- 2) All Central Office Administrators
- 3) All School District Principals
- 4) Legal Counsel to persons listed in 1, 2, & 3 above

and that no circumstances are now known which have not been reported to my/our current Insurer which could lead to a claim under the insurance policy for which I/we are now proposing, or for any subsequent renewal of our policy. A copy of the notices of any circumstances that have been reported to my/our Insurer is attached.

The company agrees, subject to the other policy provisions, that if the above warranty is complied with and solely with respect to prior knowledge of circumstances which may lead to a claim, it will not disclaim coverage under this policy for claims which arise from incidents which were known to any Insured person(s) other than those stated in 1, 2, 3, or 4 above at the time the Insured submitted the Application for this insurance providing reasonable and diligent inquiry was first made by the Insured(s).

School District

Signature

Title

Date



ALICAP Cybersecurity Questionnaire

Please provide responses below concerning the Information Technology (IT) environment of your school district. Responses should be accurate as of the date that the application was completed. If your school district or ESU plans to make changes to its IT environment, please describe those plans in the "Other Controls & Preventative Measures" section, below.

To obtain **qualified** status, Beazley requires "Yes" responses to all cybersecurity questions (penetration testing must be conducted).

General Information

School District:	
Average Daily Attendance:	
Gross Operating Expenditures:	

Cybersecurity Questions

	Yes / No / Partial
1a. Do you use an Endpoint Protection Platform?	
1b. If yes, what vendor?	
2. Do you enforce multi-factor authentication for all ordinary user accounts when accessing your network remotely?	
3. Do you enforce multi-factor authentication for users accessing web-based email?	
4. Are multi-factor authentication settings enabled for access to privileged accounts or files?	
5. Have you implemented Endpoint Detection and Response security tools?	
6. If you have any end-of-life software on your network is the software segregated from the rest of the network?	
7. Do you have a Security Operations Center managed by an external 3 rd party?	
8. Do you deny all Server Message Block inbound communications to servers except where there is an identified business need?	
9a. Do you have a firewall at network perimeter?	
9b. Do you have a firewall internally within the network?	
10. How often do you (or a 3 rd party on your behalf) conduct penetration testing on your network? <i>Options: Never / Annually / 2-3x per year / 4x or more</i>	
11. Are host based and network firewalls configured to disallow inbound connections by default?	
12. Do you conduct regular phishing training and testing for all users?	

- 13. Are advanced threat protection settings enabled for all email users? [Redacted]
- 14. Are incoming emails and communications filtered for malicious links/attachments? [Redacted]
- 15. Are external emails and communications marked to alert users of their external origin? [Redacted]
- 16. Have you implemented any of the following controls: DKIM; SPF; DMARC? [Redacted]

Other Controls & Preventative Measures

Please use the space below to clarify any answers above that may be incomplete or require additional detail. Please also describe any additional steps your organization takes to detect, prevent, and recover from ransomware attacks (e.g., segmentation of your network, additional security controls, external security services, etc.).

School District: [Redacted]
Superintendent: [Redacted]
IT/Technology Director: [Redacted]
Date Completed: [Redacted]

Signature: _____



Ironshore Insurance Services, LLC

IronEnviro Site Pollution Incident Legal Liability Select (SPILLS) Application

THIS IS AN APPLICATION FOR A CLAIMS-MADE POLICY. PLEASE REVIEW THE APPROPRIATE POLICY CAREFULLY.

INSTRUCTIONS:

- Please print or type clearly.
- Please answer all questions and those applicable to the coverages requested. If any questions in those sections do not apply, please answer "NA."
- If additional supporting documentation is needed to answer the questions completely, please reference in the application and attach the additional supporting documentation.
- The application must be signed and dated by a duly authorized executive, officer, owner, or principal of the applicant.

GENERAL APPLICANT INFORMATION:

Named Insured: _____

Mailing Address: _____

1. Is the applicant interested in receiving loss control support and/or training services provided by Ironshore?
____Yes ____No. If yes, please provide an email address for the facility manager or other appropriate contact.

Email Address:

2. Does the applicant hold any property, i.e. vacant land, for development? ____Yes ____No. If yes, please attach explanation.

3. Does the applicant anticipate any development activities during the policy period? ____Yes ____No. If yes, please attach explanation.

CLAIMS / WARRANTY STATEMENTS:

A. CLAIMS:

1. In the last five (5) years, has the applicant had any reportable releases or spills of hazardous substances or hazardous wastes, or any other pollutants as defined by applicable environmental statutes or regulations? ____Yes ____No. If yes, please attach explanation.

2. In the last five (5) years, has the applicant received any notices of violation, fines, penalties, complaints or other enforcement actions regarding compliance with environmental laws? ____Yes ____No. If yes, please attach explanation.

3. In the last five (5) years, has the applicant been prosecuted or is the applicant currently being prosecuted for contravention or any standard of law relating to the release or threatened release of a hazardous substance, hazardous waste or other pollutant as defined by applicable environmental statutes or regulations? ____Yes ____No. If yes, please attach explanation.

4. Are you aware of any past or present contamination on-site or emanating from the site(s) or any circumstance which may reasonably be expected to give rise to a claim or generate a request for coverage under this policy? ____Yes ____No. If yes, please attach explanation.

5. Have any claims been made or legal actions (including regulatory actions) been brought against you in the past 5 years which relate in any way to an actual or alleged pollution release (including mold matter and legionella) or water intrusion?
____Yes ____No. If yes, please attach explanation.

B. INDOOR AIR QUALITY:

1. Have any water or indoor air quality related construction/maintenance defects been encountered (including but not limited to HVAC system problems, leaks in the roof, windows, or siding, as well as broken plumbing or sewer backups) ? ____Yes ____No. If yes, please attach explanation.
2. Does the applicant have a mold/microbial matter operations and maintenance (O&M) plan and/or water intrusion O&M plan? ____Yes ____No. If yes, please provide a copy.
3. Have any Indoor Air Quality (IAQ) /mold inspections or evaluations been done at a proposed location? ____Yes ____No. If yes, please provide a copy.
4. Have any complaints ever been made by a third party relating to indoor air quality, mold, or legionella problems at a proposed location? ____Yes ____No. If yes, please attach explanation fully and include cause of loss, mitigation of loss and any costs associated with the loss.
5. Do you have a formal process in place to document and track IAQ and/or mold complaints? ____Yes ____No.
6. Do you have employees on-site and dedicated to the management of the proposed locations? ____Yes ____No. If yes, have the employees undergone specific training with regards to IAQ and/or mold? ____Yes ____No.
7. Have any of the proposed locations had an IAQ and/or mold problem that cost more than \$25,000 to remediate? ____Yes ____No.
8. Does the applicant have protocols in place specific to when the schools are not in session to inspect and maintain the facilities? ____Yes ____No. If yes, please provide a copy.

C. WARRANTY:

1. Does the applicant know of any fact, situation or circumstance that could result in a claim(s) being made against your company or any other entity that is requesting coverage? ____Yes ____No. If yes, please attach explanation.

D. ACKNOWLEDGEMENT OF SHARED LIMITS:

THE UNDERSIGNED UNDERSTANDS, AGREES TO, AND ACKNOWLEDGES, THAT THIS POLICY CONTAINS A POLICY AGGREGATE LIMIT OF LIABILITY THAT IS ACCEPTED AND SHARED BY ALL OF THE APPLICANTS WHO ARE OR MAY BECOME AN INSURED HEREUNDER. IN VIEW OF THE OPERATION AND NATURE OF THIS SHARED POLICY AGGREGATE LIMIT OF LIABILITY, THE APPLICANT UNDERSTANDS AND AGREES THAT PRIOR TO FILING A CLAIM UNDER THIS POLICY, THE POLICY AGGREGATE LIMIT OF LIABILITY MAY BE EXHAUSTED OR REDUCED BY PRIOR PAYMENTS FOR OTHER CLAIMS UNDER THIS POLICY. AS A RESULT, THERE MAY BE NO AVAILABLE LIMIT TO PAY THE APPLICANT'S CLAIM, REGARDLESS OF WHETHER ANY LOSS, BUSINESS INTERRUPTION EXPENSE OR EXTRA EXPENSE HAS BEEN PAID ON SUCH APPLICANT'S BEHALF.

IT IS AGREED BY THE APPLICANT (AND THE ENTITY(IES) REQUESTING COVERAGE) THAT THE PARTICULARS AND STATEMENTS MADE IN THIS APPLICATION, TOGETHER WITH ALL ATTACHMENTS TO THIS APPLICATION AND ANY OTHER MATERIALS SUBMITTED TO THE INSURER (ALL OF WHICH ATTACHMENTS AND MATERIALS SHALL BE DEEMED ATTACHED TO THE POLICY AS IF PHYSICALLY ATTACHED THERETO), SHALL BE THE REPRESENTATIONS AND WARRANTIES OF THE APPLICANT (AND THE ENTITY(IES)REQUESTING COVERAGE) AND SHALL BE DEEMED TO BE MATERIAL TO THE ACCEPTANCE OF THE RISK OR THE HAZARD ASSUMED BY THE INSURER UNDER THIS POLICY. IT IS FURTHER AGREED BY THE APPLICANT (AND THE ENTITY(IES)REQUESTING COVERAGE) THAT THE PROPOSED POLICY, IF ISSUED, IS ISSUED IN RELIANCE UPON THE TRUTH AND ACCURACY OF SUCH REPRESENTATIONS AND WARRANTIES WHICH ARE INCORPORATED INTO AND MADE A PART OF SUCH POLICY.

THE UNDERSIGNED APPLICANT WARRANTS THAT THE STATEMENTS SET FORTH IN THIS APPLICATION AND ITS ATTACHMENTS AND OTHER MATERIALS SUBMITTED TO THE INSURER ARE TRUE AND CORRECT.

ACCEPTING THIS APPLICATION DOES NOT BIND THE UNDERWRITER TO COMPLETE, OR THE APPLICANT TO PURCHASE, THE POLICY. IN THE EVENT THERE IS ANY MATERIAL CHANGE IN THE ANSWERS TO THE QUESTIONS OR REPRESENTATIONS OR WARRANTIES HEREIN PRIOR TO THE ISSUANCE DATE OF THE POLICY, WHICH WOULD RENDER THIS APPLICATION FORM INACCURATE OR INCOMPLETE, THE APPLICANT WILL NOTIFY THE INSURER IN WRITING AND, IF NECESSARY, ANY OUTSTANDING QUOTATION MAY BE MODIFIED OR WITHDRAWN.

NOTICE TO ARKANSAS & NEW MEXICO APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT, OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

NOTICE TO COLORADO APPLICANTS: "IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE, AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AUTHORITIES."

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: "WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT."

NOTICE TO FLORIDA APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY IN THE THIRD DEGREE."

NOTICE TO KENTUCKY APPLICANTS: "ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME."

NOTICE TO LOUISIANA APPLICANTS: "ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON."

NOTICE TO MAINE APPLICANTS: "IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS."

NOTICE TO NEW JERSEY APPLICANTS: ANY PERSON WHO INCLUDES ANY FALSE AND MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWINGLY THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

NOTICE TO OKLAHOMA APPLICANTS – WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY (365: 15-10, 36 §3613.1)

NOTICE TO PENNSYLVANIA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT, MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, SUBJECT TO CRIMINAL PROSECUTION AND CIVIL PENALTIES.

NOTICE TO TENNESSEE, VIRGINIA AND WASHINGTON APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

NOTICE TO VERMONT APPLICANT: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH MAY BE A CRIME AND MAY SUBJECT SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATIONS

Applicant's signature: _____ **Date:** _____

Applicant's name (please print): _____

Title: _____

Insurance representative: _____ Sheri L. Shonka/Nancy Meinders
Name of firm: _____ Public Risk Management, Inc.
Address: _____ 3528 Dodge St., Suite 120, Omaha, NE 68131
Telephone number: _____ 877-649-4612 Ext. #1 or Nancy Meinders 877-649-4612 Ext #2
Fax number: _____ 402-399-2785
E-mail address: _____ sheri.shonka@prmne.com or nancy.meinders@prmne.com

Surplus lines agent (SLA) (for the state where the named insured is domiciled): _____ T. Patrick Ryan, CPCU,
ARM Address: _____ 3528 Dodge St., Suite 120
City: _____ Omaha
State, ZIP code: _____ NE, 68131
Surplus lines license number: _____

Separate applications are required for individual departments if training and hiring are handled separately by the individual department

Has your Abuse coverage, or any similar insurance, been cancelled or non-renewed in the past five years?

If yes, please provide explanation

INSURED'S OPERATIONS (Select Yes, No, Subcontract or Insured Elsewhere)

	SELECT	(under 18 yrs)	(over 18 yrs)	No. of Employees	No. of Volunteers	No. of Contractors	Contractors Duties
Before / After School Programs							
Boarding Schools							
Daycare Center - Child							
Daycare Center - Adult							
Day Camps							
Camps w/ Overnight Stays							
Foster Homes							
Group Homes							
Mentoring (i.e. Big Brother / Big Sister)							
Special Education Programs							
Residential Facilities - In Family Homes							
Residential Facilities - In Mental Health Facilities							
Transportation of Children / Handicapped / Seniors							
Tutoring Programs							
Youth Shelter							
Youth Recreational Programs							
Other: _____							

1. Have all known claims, incidents, or allegations been reported to prior carrier?

2. Are you aware of any facts, incidents, or circumstances which may result in Sexual Abuse claims being made against you?

If yes, please provide explanation

3. In the past five years, have any employees or officers been terminated for cause related to sexually abusive behavior?

If yes, please provide explanation

4. Have any members of staff been transferred because of allegations of Sexual Abuse?

If yes, please provide explanation

RISK MANAGEMENT

5. Do you hire or use subcontractors for any operations involving minors (including coaches)?

Yes / No

6. If yes, do you require those subcontractors provide you with additional insured status and a certificate of insurance showing Abuse & Molestation coverage with limits of at least \$1,000,000?

7. Is there a written abuse prevention policy? If Yes, please attach copies of policies

Does the policy prohibit one-on-one contact?

Does the policy outline permissible exceptions to one-on-one contact?

Does the policy require any one-on-one meetings occur in visibility of others at all times (e.g. window in door or open door at all times)?

Does the policy specify overnight activities require a specified number of screened employees/volunteers, management approval & prohibit single adult/child sleeping arrangements?

Does the policy specify transportation & activities conducted away from schools premise require 2 or more screened employees/volunteers?

Does the policy require prior establishment of persons allowed to visit and pickup

Do policies and procedures include an incident reporting and follow-up?

8. Is there a written policy for email, phone and social media contact with clients and persons under 18 years of age?

SELECTION / TRAINING PROCEDURES

	EMPLOYEES Yes / No	VOLUNTERS Yes / No
9. Do you require a written application for all employees and volunteers?	<input type="text"/>	<input type="text"/>
10. Does the application include a notice that Criminal Background Checks will be conducted?	<input type="text"/>	<input type="text"/>
11. Do you conduct documented reference checks on all employees and Volunteers?	<input type="text"/>	<input type="text"/>
12. Do the applications require an applicant's signature and untruthful answers are grounds for non-hiring or termination?	<input type="text"/>	<input type="text"/>
13. Are Criminal Background Checks completed prior to starting employment or regular volunteering?	<input type="text"/>	<input type="text"/>
Are background checks federal (50 state) level?	<input type="text"/>	<input type="text"/>
Are background checks only for your state level?	<input type="text"/>	<input type="text"/>
Are background checks only county or city level?	<input type="text"/>	<input type="text"/>
Are background checks performed at regular intervals (e.g. every 2-5 years)?	<input type="text"/>	<input type="text"/>
14. Do you maintain the applications in their personnel file?	<input type="text"/>	<input type="text"/>
15. Do you maintain a practice of not accepting potential employees/volunteers with prior sexual/physical abuse allegations against them?	<input type="text"/>	<input type="text"/>
16. Do all your employees and volunteers undergo abuse prevention training prior to working with youth?	<input type="text"/>	<input type="text"/>
Then annually thereafter?	<input type="text"/>	<input type="text"/>
Does training include recognition of sexual/physical abuse symptoms?	<input type="text"/>	<input type="text"/>
Does training include procedures to follow if a peer is suspected of such abuse?	<input type="text"/>	<input type="text"/>
17. Do all your employees and volunteers undergo SAFE SCHOOLS Abuse Training courses?	<input type="text"/>	
18. Do all your employees and volunteers know reporter training procedures?	<input type="text"/>	
19. Do you maintain records of all abuse prevention and mandated reporter training?	<input type="text"/>	

INCIDENT REPORTING

	Yes / No
20. Does your school use SAFE2HELP offered by the Nebraska Department of Education (NDE)?	<input type="text"/>
21. Does the entity provide for anonymous reporting of suspected sexual abuse?	<input type="text"/>
22. Are all reports sent to local law enforcement agencies, child protective services or similar agency?	<input type="text"/>
23. Which departments are responsible for receipt of reports?	<input type="text"/>
24. In case we have any follow-up questions, please provide your name & phone number of who completed this application.	<input type="text"/>

Printed Name: _____

Phone Number: _____

DECLARATION

NOTICE:

THE UNDERSIGNED(S) CERTIFIES THAT HE/SHE IS THE DULY AUTHORIZED REPRESENTATIVE(S) OF EACH PROPOSED ASSUMED WHO SUBMITS THIS APPLICATION TO BRIT GLOBAL SPECIALTY USA FOR A POLICY OF INSURANCE.

THE UNDERSIGNED REPRESENTS THAT THE STATEMENTS SET FORTH IN THE APPLICATION ARE TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE, AND THAT REASONABLE EFFORTS HAVE BEEN MADE TO OBTAIN INFORMATION WHICH IS SUFFICIENT AND ACCURATE FOR THE PURPOSES OF OBTAINING THIS PROPOSED INSURANCE.

THE APPLICATION WARRANTS THAT IS THE INFORMATION SUPPLIED ON THE APPLICATION CHANGES BETWEEN THE DATE OF THIS APPLICATION AND THE INCEPTION FATE OF THE POLICY PERIOD, YOU SHALL IMMEDIATELY NOTIFY BRIT GLOBAL SPECIALTY USA OF SUCH CHANGE.

SIGNING OF THIS APPLICATION DOES NOT BIND BRIT SPECIALTY USA TO OFFER OR THE APPLICANT TO ACCEPT INSURANCE, BUT IT IS AGREED THAT THIS APPLICATION SHALL BE THE BASIS OF THE INSURANCE BUT IT IS AGREED THAT THS APPLICATION SHALL BE THE BASIS OF THE INSURANCE CONTRACT AND WILL BE ATTACHED AND MADE PART OF THE POLICY SHOULD BE ISSUED.

Please confirm that you have read and agree with the above statement.

Agree / Disagree

Name of Assured / Legal Representative / Agent

Date



July 31, 2024

Mr. Todd Strom
Superintendent
Bloomfield Community Schools
PO Box 308
Bloomfield, NE 68718

RE: ALICAP Quote

Dear Mr. Strom,

Thank you for your interest in ALICAP. Our proposal is based on the information provided. We calculated your contribution to ALICAP on an annual basis. If your school board would resolve to become a member of ALICAP, we would add your school effective **October 19, 2024**. All ALICAP members have a common renewal date of September 1.

The changes from the information you sent to us are additional coverage's, higher limits, and various deductible differences. The ALICAP premium includes the Public Employee Blanket Bond and the School Board Treasurer Bond. In addition to your current coverages, ALICAP provides property coverage for flood, earthquake, building ordinance, debris removal, valuable papers, and accounts receivable at the \$500 property deductible.

Limit and Deductible Summary

	Current Program	ALICAP
Property Limit (100% Coinsurance)	\$47,432,199	\$400,000,000
Property Deductible	\$2,500	\$2,500
Windstorm or Hail Deductible	\$10,000	None
School Board E&O Limit	\$5,000,000	\$5,000,000
School Board E&O Deductible	\$1,000	\$2,500
Employee Theft Blanket Limit	None	\$1,000,000
Employee Theft Blanket Deductible	None	\$0
Cyber Extortion/Ransomware Limit	\$10,000	Must Qualify
Uninsured/Underinsured Motorists Limit	\$1,000,000	\$50,000

***Windshield repairs and replacements are subject to the \$500 Comprehensive Deductible.**

Please give me a call after you have had a chance to review this proposal to answer any questions you may have.

Sincerely,

Sheri L. Shonka
Managing Director



Bloomfield Community Schools

ALICAP Proposal – 2024/2025

Current Program – 2023/2024

ALICAP Premium:	\$69,445	Property	\$64,442
	\$15,758	Workers' Compensation	\$8,785
Included		General Liability	\$2,326
Included		Crime	\$0
Included		Inland Marine	\$246
Included		Automobile	\$12,958
Included		Umbrella	\$4,799
Included		Linebacker – SB E&O	\$2,506
Included		Cyber Liability	\$673
Included		Pollution Liability	None
<u>Included</u>		<u>Treasurers Bonds</u>	<u>None</u>
TOTAL	\$87,344		\$96,735

Pro Rate Contribution

From: 10/19/2024

To: 9/1/2025

X 0.868

Pro Rata Premium: \$73,956

If your school elects to join ALICAP, NASB will invoice your school for the premium due for the coverage period **10/19/2024 to 9/1/2025**. This amount is **\$73,956**.

Participation Agreement

for the

NASB All Lines Interlocal Cooperative Aggregate Pool
(ALICAP)

Agreement between local governmental subdivision and the Pool

NASB All Lines Interlocal Cooperative Aggregate Pool (ALICAP)

1. **Parties.** The parties to this Agreement are the Nebraska public school districts which are signatories hereto.
2. **Recitals.** This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:
 - 2.1 The Nebraska Intergovernmental Risk Management Act permits two or more public agencies to enter into agreements to form risk-management pools to provide risk-management services and insurance coverage for property, general liability, automobile, crime, dishonesty, school board liability and workers compensation losses.
 - 2.2 The participants have determined that there is a desire to operate a pool to fund some or all of the types of coverages which are identified in Section 2.1 hereof.
 - 2.3 The participant desires to enter into an agreement for the purpose of participating in a risk-management pool.
 - 2.4 The Nebraska Association of School Boards (NASB) is a non-profit corporation formed by Nebraska public school boards to stimulate and contribute to the continuing improvement of public elementary and secondary education including increased efficiency and economy for the ultimate benefit of Nebraska citizens. The NASB shall furnish, provide, or contract for the necessary administrative and management services required by the pool.
3. **Definitions.**
 - 3.1 Pool shall mean the **NASB All Lines Interlocal Cooperative Aggregate Pool** otherwise referred to as **(ALICAP)**.
 - 3.2 Board shall mean the Board of Trustees of the Pool.
 - 3.3 Agreement shall mean this participation agreement between the school district and the Pool.
 - 3.4 Memorandum shall mean each memorandum of coverage stating what coverages are provided, the limits of coverages provided, members deductibles, the Pool's retentions and the Pool's excess carriers.

- 3.5 Members and/or school districts shall mean (a) those public school districts defined in §79-101, (b) those educational service units established under §79-2201, and (c) those technical community colleges established under §79-2636, the governing boards of which are members of NASB which have passed resolutions pursuant to law entering into this agreement.
- 3.6 Director shall mean the State of Nebraska Director of Insurance.
- 3.7 Act shall mean the Intergovernmental Risk Management Act, §44-4301 *et seq.*, and all amendments thereto.
- 3.8 Bylaws shall mean the bylaws governing the operation of the Pool.
- 3.9 NASB shall mean the Nebraska Association of School Boards.
4. **Affiliation of Membership.** The undersigned member hereby jointly and voluntarily agrees to participate in a risk-management pool under the provisions of the Act with all the rights, powers, and privileges vested in and conferred upon such a pool under the laws of the State of Nebraska. The member has read and understands its rights and responsibilities as described in this agreement and as prescribed in state and federal laws and regulations. The name of the pool shall be the NASB All Lines Interlocal Cooperative Aggregate Pool otherwise referred to as (ALICAP).
5. **Purposes.** The purpose of this Agreement is to define a member's participation in ALICAP whereby Nebraska school districts may fund some or all of their property, general liability, automobile, crime, dishonesty, school board liability and workers' compensation losses, as may be agreed to by each such school district and the Pool.
6. **Powers.** In order to carry out these purposes, the Pool shall exercise and enjoy all of the powers, privileges, and authority exercised or capable of being exercised pursuant to the Act, including, but not limited to, the power to issue bonds or other obligations on behalf of a member or to otherwise assist in the issuance by such member of such obligations; provided, however, that nothing herein shall prevent any other parties hereto from separately exercising any such powers, privileges, or authority.
7. **Participation.** The member hereby agrees to participate in the Pool as set forth herein, under the terms and conditions described in this agreement in the Memorandum, the Bylaws, the application for a Certificate of Authority, the Certificate of Authority issued by the Department of Insurance, the Nebraska Workers' Compensation Act and all rules of the Nebraska Workers' Compensation Court.

- 7.1 This Agreement shall become effective only upon receipt by a Pool representative of a signed written execution of this agreement by an authorized representative of the member, and the subsequent issuance of a Coverage Memorandum from the Pool.
- 7.2 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 this Agreement, as set forth in the Intergovernmental Risk Management Act.
- 7.3 A member may withdraw from participation in the pool at any time after the initial thirty-six (36) months, effective as of the anniversary date as stated on the current Coverage Memorandum, by giving written notice of termination to the Pool, the other members in the Pool, and the Director of Insurance at least ninety (90) days prior to such anniversary date. Such termination shall not be effective until approved by the Director as provided by §44-4309(1).
- 7.4 After a member ceases to participate in the Pool, the former member shall remain liable for any costs and obligations incurred by the Pool while the member was a participant, and any contractual obligation the member entered into with the Pool on or before the date of termination, as provided by §44-4309(3).
- 7.5 After a member ceases to participate in the Pool, the member shall not be eligible to receive any future distribution of surplus paid in or accumulated during its period of participation.
- 7.6 The member desiring to either obtain or maintain certain types of coverages from the Pool agrees to adopt any and all necessary policies and procedures as promulgated by the Pool and approved by its board which are deemed necessary for exposures which the member desires coverage from the Pool.
- 7.7 Only those members who are members in good standing with NASB shall be eligible to participate in the Pool.

8. **Financial Plan.**

- 8.1 **Coverages.** Each Memorandum of Coverage shall be adopted by the Board and incorporated as an integral part of the Agreement. Each such Memorandum of Coverage shall include a financial plan setting forth the following:

- a) that property, general liability, automobile, crime, dishonesty, school board liability and workers' compensation coverage is to be offered by the Pool, applicable deductible levels, and maximum levels of claims which the Pool will purchase aggregate insurance coverage;
- b) amount of cash reserves to be set aside for the payment of claims;
- c) amount of standard insurance to be purchased by the Pool to provide coverage over and above the claims which are not to be satisfied directly from the Pool's resources;
- d) amount of aggregate excess insurance coverage and specific excess insurance coverage to be purchased in a given fiscal period; and
- e) the identification of funds and reserves by exposure area.

The terms of the Memorandum of Coverage may be amended for subsequent fiscal periods by a majority vote of the Board, provided that the member shall be given at least thirty (30) days prior written notice thereof.

Additional lines of coverages may be offered through a separate and distinct Memorandum of Coverage. Such additional Memorandum of Coverage is not binding on members until such time as adopted by the individual member and shall be filed with the Director thirty (30) days in advance of the effective date of the change, as stated in §44-4308.

8.2 Pool Funding. The Pool shall be funded as follows:

- a) **Deposit Contribution.** As of the effective date of this agreement, and as of the first day of each fiscal year of the Pool thereafter, the anticipated liabilities and expenses of the Pool for the fiscal year shall be calculated by the administrator of the Pool. Such liabilities and expenses shall include expected losses to be covered by the Memorandum, the cost of excess insurance and reinsurance, debt service owed or an obligation of the Pool, and other costs deemed appropriate by the Board. Such liabilities and expenses shall be paid from monies held by the Pool and monies collected from the participant by allocating such liabilities and expenses among the Pool's participants based on rating plans adopted by the Board, uniformly applied to all participants.

The member agrees to furnish all information requested by the Pool to determine the contribution of the member. The member shall pay its deposit contribution for the whole year to the Pool in cash within thirty (30) days of such notification, or by such later date as shall be specified in the notice.

b) **Retrospective Contribution Adjustment.** Nine months following the close of the fiscal year and at annual intervals thereafter, the Pool may calculate each member's retrospective contribution or contribution adjustment for the year. Any retrospective contribution adjustment shall be charged only to cover losses and exposures of the fiscal year requiring a contribution adjustment. The retrospective contribution adjustment for any fiscal year shall be charged to each member in the same proportion as its share of the total contributions collected for that year. If it is determined that the Deposit Contribution paid is in excess of the contributions needed, such excess shall be applied as a credit towards the next annual Deposit Contribution. If it is determined that the Deposit Contribution paid into the Pool is less than the required amounts needed, such additional funds may be requested and included in the next annual contribution billing. Retrospective contribution adjustments for each fiscal year shall continue until all claims are closed or until the Board determines that sufficient facts are known to make a final adjustment for the year.

c) **Assessment.** If the Pool becomes insolvent or is otherwise unable to discharge its legal liabilities and other obligations, the member may be assessed by the Board for an additional contribution for any and/or all years deemed attributable to the insolvency. Such assessment would be based on each member's contribution for such fiscal year divided by the contribution of all participants for such year, times the amount of such deficiency. Any such assessment, and the manner of calculating the same, shall be given to each member in writing, and each member shall thereafter have sixty (60) days in which to pay the amount of such assessment. Each member shall remain liable for such assessment, regardless of a member's withdrawal from participation or the termination of this Agreement. Such an assessment would only be for any liabilities incurred by the Pool during that member's participation period in the pool, as provided by §44-4309 and §44-4312.

8.3 **Loss Reserves.** The Pool shall maintain funds adequate to pay case reserves and claims that have been incurred but not reported. The Pool shall also maintain a surplus deemed appropriate by the Board, and which meets the regulations of the Department.

- 8.4 **Director's Approval of Dividends.** No dividends shall be distributed without prior approval of the Director, as set forth in §44-4308(2).
- 8.5 **Banking Relationships.** The Pool shall establish bank accounts necessary to carry out the terms of this Agreement. Controls shall be established and funds shall be invested so that the Pool is managed in a conservative, prudent manner.
- 8.6 **Distribution of Surplus.** At the termination of the Pool's existence, any surplus funds in the Pool, over and above those necessary to pay or reserve against the expenses and liabilities of the Pool, shall be distributed among the existing participants in the Pool. Such distribution shall be allocated among such participants in proportion to the contributions made by each participant, as required by §44-4306(2)(b).
- 8.7 **Financial Records.** The Board shall maintain complete financial records for each type of coverage provided by the Pool, including the amount of reserves and surplus for each type of coverage as required by §44-4306(2)(d).

9. **Plan of Management.**

- 9.1 **Board of Trustees.** The Pool shall be operated by a Board of Trustees consisting of two ex officio members and nine (9) persons, who are elected officials or appointed officials of school districts, which are signatories hereto. The two ex officio members of the Board of Directors shall be the President and the Executive Director of NASB. The other nine members shall be elected by a vote of the Board of Directors of NASB. A vacancy on the Board shall be filled by a vote of the Board of Directors of NASB. The person appointed to fill a vacancy shall serve for the remainder of the term of the vacating director.

All board members, whether ex officio, elected or appointed shall be entitled to one vote each in all matters that come before the Board.

- 9.2 **Powers of the Board.** The Board shall have the power to:
- a) establish a Memorandum of Coverage, as stated in §44-4306(1);
 - b) ensure that all claims covered by the Memorandum are paid promptly, as stated in §44-4306(2)(e);

- c) take all necessary precautions to safeguard the assets of the Pool;
- d) maintain minutes of meetings;
- e) establish reasonable reimbursement to the NASB for the day-to-day administration and management of the Pool;
- f) interview, select, and contract with claims administration firms, brokerage firms and insurance consulting firms as deemed necessary by the Board;
- g) notify the Director of the existence of the Pool and file all documents required by the Intergovernmental Risk Management Act;
- h) establish the rating plan to be used by the Pool;
- i) authority to sue and be sued, make contracts, hold and dispose of real and personal property, borrow money, contract debt, and pledge Pool assets in the name of the Pool;
- j) establish a system or program of loss control; and,
- k) such other powers as may be necessary to carry out the terms of this agreement.

9.3 **Election of the Board.**

- a) Elections of members to the board shall be made by the nominating committee. The nominating committee shall consist of three persons: the chairperson of the Board, an individual from a member school district selected by the Board, and the Executive Director of NASB. Nominations shall be requested from the floor of the annual meeting of the participants.
- b) Each of the nine elected trustees on the board shall serve for a three-year term of office, with members terms staggered so as to create three open seats each year.

The term of office for each board member shall commence January 1st.

9.4 **New Members.** All school districts, as members of NASB, are eligible to make application to the Pool in the following manner:

- a) the applicant school districts must provide such loss and exposure information as is required by the Board.

- b) The school district must enter this Agreement by resolution passed by its governing board.
- c) The Board, in its sole discretion, shall accept or reject each application. Each such school district shall become a member of the Pool only after both of the following requirements are met: (1) approval of the application of such school district by the Board and (2) due execution of this Agreement.

9.5 **Termination of a Member.** A member may be involuntarily terminated as a member of the Pool if, after due notice and hearing, the Director of Insurance finds one of the following: 1) the member has failed to pay its contribution or assessment to the Pool, 2) has failed to discharge any other obligation it owes to the Pool, 3) violated the laws of the state, rules of the Department of Insurance or Bylaws of the Pool, 4) has failed to meet the terms of participation as provided in paragraph 7. Such hearing may be initiated by the Director of Insurance or at the request of the Pool's Board of Directors, as provided in §44-4309(2).

9.6 **Inspection and Audit.** The Pool and its representatives shall be permitted, but shall not be obligated, to inspect the member's properties and operations at any time. Neither the Pool's right to make inspections nor the making thereof shall constitute an undertaking on behalf of, or for the benefit of, such member or others to determine or warrant that such property or operations are safe or are in compliance with any law, rule, or regulation.

a) The Pool may examine and audit the member's records at any time during the period that this Agreement is in effect, and during any extensions hereof, and within three years after such school district is no longer a member of the Pool, insofar as said records may relate to the subject matter of this Agreement.

b) The Pool shall be audited annually at the expense of the Pool by a certified public accountant. A copy of the report shall be submitted to the governing board of each member.

9.7 **Bylaws and Rules of Operation.** The board has bylaws and rules pertaining to the exercise of its purpose and powers. The Board may revise the Bylaws from time-to-time, by a majority vote. Any revision of the Bylaws shall become effective only after approved by the NASB Board of Directors. The Board may also from time-to-time adopt policies, rules, and procedures by majority vote for the administration and operation of the Pool so long as such policies, rules, and procedures are consistent with this Agreement, the Bylaws or applicable law. No provisions of the Bylaws, policies, rules, or

procedures shall be inconsistent with the terms of the Agreement or be contrary to applicable law.

- 9.8 **Place of Business.** The Principal place of business for the Pool shall be 1301 Stockwell Street, Lincoln, Nebraska. The Board may employ necessary staff and may purchase, lease, or rent real and personal property in order to carry out the business and purpose of the Pool.
- 9.9 **Professional Services.** The Board may retain the services of such legal counsel, actuaries, auditors, engineers, consultants, and other advisors as it deems necessary to carry out the business and purpose of the Pool.
- 9.10 **No Private Benefit.** No part of the net earnings or assets of the Pool shall inure to the benefit of any private person, as stated in §44-4306(2)(f).

10. **Dissolution of the Pool.**

- 10.1 **Event of Dissolution.** The Pool shall be dissolved upon the first to occur of the following:
- a) when all participants in the Pool have ceased to participate; or
 - b) at such time as the Board shall determine that the number of participants and/or the size of the Pool is too small to adequately indemnify against the risks specified in the Memorandum.
- 10.2 **Required Approval.** The Board shall submit a written application to the Director of Insurance for approval of the plan to terminate the Pool as provided by §44-4311. Said application shall comply with applicable statutes and rules and regulations, including, without limitations, provisions for all pending and anticipated claims.
- 10.3 **Approval of Participants.** Any dissolution pursuant to this Section 10 shall not be effective until approval is obtained from the participants in the Pool upon a vote of at least two-thirds majority of all such participants granting approval. Such vote shall occur within thirty (30) days after approval by the Director of Insurance.
- 10.4 **Termination of the Agreement.** This Agreement shall terminate upon the occurrence of all of the following events: (1) the Pool has terminated pursuant to Section 10 herein; (2) all amounts owed by the Public Agency have been paid in full, and (3) all amounts owed for claims and other expenses have been paid in full.

- 10.5 **Distribution of Assets.** At the termination of the Pool's existence, any surplus funds in the Pool over and above those necessary to pay or reserve against the expenses and liabilities of the Pool shall be distributed among the existing participants in the Pool. Such distribution shall be allocated among such participants in proportion to the contributions made by each participant, as stated in §44-4306(2)(b).
11. **Conformity with Law.** In the event any term or provision of this Agreement shall be in conflict with the statutes, laws, rules, and regulations of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall automatically be deemed amended to conform to such statutes, laws, rules, and regulations.
12. **Fiscal Year.** The Pool's fiscal year shall begin on September 1 of each year and end on August 31 of each year.
13. **Liability.** No participant in the Pool shall by reason of this Agreement, have any liability for claims brought by third parties against any other participant other than the obligation to contribute certain funds to the Pool as expressly provided herein. The liability for any claim against the member shall remain the sole and exclusive liability of the member; the obligation of the Pool is to indemnify the member against such loss as provided in the Memorandum to the extent and under the conditions contained therein.
14. **Execution in Counterpart.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

The parties hereto have entered this Agreement on the dates set forth in the attached Resolutions.

**RESOLUTION
COMMITMENT TO ENTER INTO
ALICAP
INTERLOCAL AGREEMENT**

HEREBY, the participant is entering into an interlocal agreement with other public entities to participate in the NASB All Lines Interlocal Cooperative Aggregate Pool (otherwise referred to as ALICAP) as authorized by the Intergovernmental Risk Management Act, Neb Stat. §44-4301 and

WHEREAS, participant is allowed to participate in said cooperative undertakings; and

NOW THEREFORE, BE IT RESOLVED that the governing board hereby:

1. Declares that the board commits to participate in NASB ALICAP for an initial three-year agreement, all as set forth in the Participation Agreement which is attached to this resolution.

After motion duly made by _____ and seconded by _____, the following members voted by roll call vote in favor of passage and adoption of the said Resolution:

The following members voted against the same:

The following members voted absent or not voting:

PASSED AND APPROVED this _____ day of _____, 20__.

Participant Name (*School, ESU or college*) _____

Signature from an Official of the Participant _____

Please print name and title _____



Deb Wragge <dwragge@blfdbees.org>

Fwd: ALICAP PROPOSAL Effective 10/19/2024

Todd Strom <tstrom@blfdbees.org>

Sat, Aug 3, 2024 at 3:01 PM

To: Deb Wragge <dwragge@blfdbees.org>, Konnie Thiele <kthiele@blfdbees.org>

Hello Deb and Konnie,
Upon reviewing the attached ALICAP comparison to our current coverage, I believe it would be worth hearing their presentation. Possibly the September COW meeting?
Thanks

----- Forwarded message -----

From: **Sheri Shonka** <sheri.shonka@pmne.com>

Date: Thu, Aug 1, 2024 at 10:15AM

Subject: ALICAP PROPOSAL Effective 10/19/2024

To: Konnie Thiele <kthiele@blfdbees.org>, Todd Strom <tstrom@blfdbees.org>

Cc: Daniel Shonka <daniel.shonka@pmne.com>

Todd and Konnie,

Thank you for all your hard work in getting us the information we needed to provide you this proposal.

You will see the attached proposal letter along with other attachments About ALICAP, a copy of the Participation Agreement, ALICAP's Resolution to join along with other applications we need completed and returned if you elect to join and our latest Annual Report.

We do conduct Educational Sessions for prospective members to hear about our program and how we are different from the transactional insurance market. We provide those at the school board meetings (when you're considering ALICAP), or to the finance committee, or just the Superintendent and Business Manager. Please let us know what day and time you would like us to set that up and we'd be glad to conduct that 30 – 45 minute session for you.

Once your board elects to join the pool, the district emails me a copy of the Resolution and I send you a WELCOME email letting you know all the details of what happens next to get you enrolled. Then you can complete the remainder of the applications and forward those to us prior to your effective date.

We hope you find everything in order for your approval. Please feel free to reach out if you'd like to discuss this further.

Regards,

Sheri

Sheri Shonka

Managing Director



3528 Dodge Street | Suite 120

Omaha, NE 68131

PH:402-884-3751 Ext #1






CELL: 402-630-2460

--

Todd Strom
Superintendent - Bloomfield Community Schools
Office 402-373-4800
Cell 402-404-0303



5 attachments

-  **Bloomfield - Proposal Letter.pdf**
197K
-  **About ALICAP.pdf**
277K
-  **Participation Agreement.pdf**
666K
-  **ALICAP Resolution & Applications 24-25.pdf**
2415K
-  **ALICAP Annual Report 2022-23.pdf**
4028K

InstructionParental/Community Involvement in Schools

Knox County School District 54-0586, a/k/a Bloomfield Community Schools, after having conducted a public hearing concerning parental involvement and participation, declares that it shall be the policy of the District:

1. In the event any parent has a complaint or objection to textbooks, tests, curriculum materials, and any other instructional materials, the parent may request a personal conference with the parent and appropriate school personnel to discuss such concerns as the superintendent or designee may deem appropriate. The Superintendent or designee shall prepare a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent.
2. Upon reasonable advance request a parent will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless the school determines that such attendance would substantially interfere with a legitimate school interest, which includes the interests of the parent's child, other students, and the educational staff.
3. Parents are encouraged to communicate to school staff when the parent believes it to be appropriate for their child to be excused from testing, classroom instruction, and other school experiences that the parent finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and consistent with the mission of the District and legitimate school interests.
4. Upon request of a parent, the District will provide access to the education records of their child consistent with applicable law. Access will be provided during regular business hours of the school.
5. The District will notify parents when their child may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the Measure of Academic Progress (MAP) test. When reasonable to do so or required by law the parents will be notified of where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to their child.

6. Prior to any school sponsored survey being administered to the students of the District, it shall be the responsibility of the Superintendent or designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.
7. As a general matter substantive decision-making processes will be left to the judgment of the professional staff, administration and the Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in activities of the school.

Legal Reference: Neb. Rev. Stat. §§ 79-530 to 79-533
Family Educational Rights and Privacy Act, 20 U.S.C. 1232g
Protection of Pupil Rights Amendment, 20 U.S.C. 1232h

Date of Adoption: August 17, 2015

StudentsAnti-Bullying Policy

One of the missions of the District is to provide a physically safe and emotionally secure environment for students and staff.

The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others.

The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students. Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by the school being used for a school purpose by a school employee or designee, or at school-sponsored activities or school-sponsored athletic events.

The school district shall review the anti-bullying policy annually.

Legal Reference: Neb. Rev. Stat. § 79-2137
Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-296
NDE February 2003 State Board Action; Reaffirmed December 2005

Date of Adoption: July 13, 2015

StudentsStudent AttendanceAttendance Policy and Excessive Absenteeism

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The District will maintain an accurate record of student attendance.

A. Attendance and Absences.

1. Circumstances of Absences – Definitions. The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.
 - a. School Excused. Any of the following circumstances that lead to an absence will be identified as a School Excused absence, provided the required attendance procedures have been followed:
 - (1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent may be required to provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness (including physical or mental illness), court, death of a family member, or suspension.
 - (2) Other absences as determined by the principal or the principal's designee.
 - b. Not School Excused. Absences that are not school excused may result in a report to the county attorney and may be classified as follows:
 - (1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes vacations or other events that do not meet the criteria for a School Excused absence.
 - (2) Other absences are those in which the parent has not communicated a reason for the student's absence.

2. Absence Procedure. In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.
3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students. Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either: (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Exceptions for Older Students. Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in [Name] Public Schools or resides in the [Name] Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Excessive Absenteeism. Any District staff member or board member who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent or Superintendent's designee to be the attendance officer. The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend school

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

When a student continues thereafter to have absences of at least twenty days which are Not School Excused, one or more meetings will be held between the school, the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall include, if agreed to by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social-emotional barriers are contributing factors to the lack of attendance. The plan shall also consider, but not be limited to:

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

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

6. Reporting Excessive Absenteeism to the County Attorney.

The school may report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per school year. The school shall notify the child's family in writing prior to making the referral to the county attorney. Illness (including physical or mental illness) that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney.

Legal Reference: Neb. Rev. Stat. Sections 79-201 and 79-209

Date of Adoption: June 3, 2024

StudentsAttendance During School Day (Dismissals and Field Trips)

Students may not be permitted to leave school prior to the regular dismissal time except by permission of the Principal.

No student may be permitted to leave school prior to the dismissal hour at the request of or in the company of any one other than a school employee, police officer, court official, or parent of the child, unless permission of the parent has been first secured. If any police or court official requests the dismissal of a student, the student's parents should be notified as soon as possible.

Field trips or excursions off school grounds must have the approval of the Principal in advance and administrative requirements may be established for such activities.

Date of Adoption: July 13, 2015

**Appendix "1" to 2015-2016 Student Fees Policy of
Bloomfield Community Schools**

Additional Specification of Required Materials and Fees¹

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum)² or Specific Material Required
Elementary Program		
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student.
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists
Field Trips	Transportation and admission costs of field trips	None--costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible

¹ This listing is a part of the current Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.

² Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the current school year.

		students.
Summer school courses	Classes offered during the summer, or at night, if any	\$50 to \$200 per class.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals		Breakfast--\$ _____ Lunch--\$ _____ Milk--\$ _____ Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Secondary Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles-1 pair provided per year. If lost or damaged students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes; approved protective goggles for science classes.
Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Classroom Projects, i.e., Family & Consumer Science, Industrial Technology	Project Cost	Student pays cost that is beyond the standard project provided by the school.

Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment .for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.
School Meals		Breakfast--\$ _____ Lunch--\$ _____ Milk--\$ _____ Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None--Any postsecondary education costs are to be paid directly by students to the college.
End of year lost or damaged books	Damage fee or replacement cost	Fees and fines up to \$5.00 for damaged books. Lost books or ruined books are charged replacement cost, generally at a maximum of \$60.00
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year. Cost is generally about \$35
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.
Summer school courses	Classes offered during the summer, or at night, if any	Drivers education class: \$175 to \$275
Locker usage	Use of school padlock	\$5.00 fee if damaged or not returned at the end of the year.
Extracurricular and other programs	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required

Athletic Programs			
1. Admission	Spectator fees for admission to events	\$5.00 per event maximum. Students may purchase an Activity Ticket for \$30.00 per year. For District and Conference events hosted by the School, cost to be set by NSAA but not to exceed \$20.00 per event.	
2. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.	
3. Equipment and Attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged students will be assessed fees in the amount of replacement cost.	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include:	
		Basketball	No additional
		Football	Mouthpiece
		Golf	Golf bag & clubs
		Speech	Dress attire; copies of research
		Track	No additional
		Volleyball	Volleyball knee pads
		Wrestling	Wrestling head gear
		Cheerleading and Flag Team Squads	Shoes, approved uniforms (top & skirt; jacket), poms and other accessories
4. Travel meals	Meals	Students are responsible for their own meals while traveling.	
5. Locker use	Padlock for locker	\$5.00 fee if damaged or not returned at the end of the year.	

6. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.
7. Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Currently no dues required. Annual dues not to exceed \$25.00 per club.
8. Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to \$50.00. For High School Band Students an \$8.00 uniform cleaning fee is requested. For Junior High Band Students a \$7.00 uniform cleaning fee is requested. For High School Vocal students a \$6.00 choir robe cleaning fee is requested.
Vocal Music Group	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of \$130.00
Clubs/Organizations		
Future Farmers (F-F-A)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
Future Career/Community Leaders (FCCLA)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
National Honor Society	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Swing Choir	Attire	Students are responsible for purchasing outfits and accessories. Not to exceed \$150.00.
All Girls Swing Choir	Attire	Students are responsible for purchasing outfits and accessories.
Student Council	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Dance Team	Uniforms	Uniforms range up to \$250.00. Camp attendance is optional.

Cheerleading	Uniforms	Uniforms range up to \$500.00. Camp attendance is optional.
Social & Recognition Activities		
1. School plays, musicals and social activities	Admission to events	\$10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	Up to \$10.00 per event
3. Class dues		Currently no dues are assessed. Each of the six secondary classes may assess its members an amount not to exceed \$50.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
4. Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
5. Senior recognition assessment	Optional graduation activities	Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. These may include the rental of graduation robes, caps, tassels, class flowers, one mother's flower, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities. Expenses for above mentioned items will be paid out of the "Class Activity" account until funds are depleted. After this fund is empty, students will be responsible for all optional graduation activity costs.

<p>6. Trips</p>	<p>Transportation, lodging, meals, admission to events, etc.</p>	<p>For the extracurricular and options trip - Seniors' Day Out to Lincoln and Omaha, students will be assessed a \$5.00 fee and will be responsible for meals. Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000 per student.</p> <p>If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.</p>
-----------------	--	---

StudentsStudent Fees Policy

The Board of Education of Bloomfield Community Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

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

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "1," which provides further specifics of student fees and materials required of students for the 2015-2016 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

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

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

(2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

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

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

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

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

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish

students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities for the 2015-2016 school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

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

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

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

(8) Participation in before-and-after-school or pre-kindergarten services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten

services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

CERTIFICATION

On the ___ day of _____, 20___, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the

student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings laws.

Superintendent or Other Authorized School Official

Legal Reference: Neb. Rev. Stat. §§79-2125 to 79-2135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)
Neb. Constitution, Article VII, section 1.
Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)
Neb. Rev. Stat. §79-2104 (student files or records)
Neb. Rev. Stat. §79-715 (eye-protective devices)
Neb. Rev. Stat. §79-737 (liability of students for damages to school books)
Neb. Rev. Stat. §79-1104 (before-and-after-school or pre-kindergarten services)
Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Date of Adoption: July 13, 2015

Business OperationsPurchasing Policies

The Superintendent shall ensure that all purchases are made in the interest of economy and efficiency. Where necessary, standards and procedures shall be established to accomplish the following policies of the Board of Education:

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$90,000. The Superintendent shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$90,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. These purchasing limits or requirements will not apply in the event of a time-sensitive purchase, or a purchase where these requirements would not reasonably or practically apply, as long as the Superintendent obtains prior approval from the Board President, and the Board of Education subsequently ratifies said purchase at a subsequent Board meeting.
5. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or Superintendent shall be personally liable for payment for the supplies or equipment purchased.
6. School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.
7. The District need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State

Purchasing Bureau competitively bid the purchase of property.

8. Notwithstanding anything to the contrary, no employee may enter into any agreement or understanding on behalf of the District that may financially benefit the employee, member of the employee's immediate family, or a business with which the employee is associated, unless the Board of Education approves such contract or arrangement in advance.

Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.
2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference: Neb. Rev. Stat. Sec. 13-610
Neb. Rev. Stat. Sec. 49-1401, et seq

Date of Adoption: June 3, 2024

CURRENT COSTS

- \$80 (\$60/\$40) per student if the student wishes to take the device home
- Student/Parent responsible for cost of damage/replacement
- \$480 for 6 years with a macbook
 - Seniors have the option to buy their computer which hasn't been over \$300 for a 4 year old computer
 - \$780 to lease a computer for 6 years and get a 4 year old computer at the end
- WHY?
 - Costs of devices and lack of insurance on the devices

WHERE DOES THE MONEY GO?

- Technology fund primarily used for repairs and replacements
- Also helps pay for damage prevention
 - Cases, bags, liquid glass on the screens

ALTERNATIVES

- Lower check out cost with higher to no cap on repairs
- Altering our current cycling of devices to allow for insurance to be carried on the devices
- Altering the devices offered
 - Chromebooks cheaper but much less usability, iPads also cheaper with good insurance policies