

**WEEPING WATER SCHOOL  
DISTRICT #13-0022-CASS COUNTY, NEBRASKA  
BOARD OF EDUCATION MEETING  
WEEPING WATER PUBLIC SCHOOLS BUSINESS ROOM**

NOTICE for this meeting was posted in the identified locations as per district policy.

1. AGENDA
  - 1.a. Call the meeting to order
  - 1.b. Roll Call
  - 1.c. Acknowledgement of Nebraska Open Meetings Act posted
  - 1.d. Excuse absent board members
  - 1.e. Approval of consent agenda
    - 1.e.a. Approval of previous meetings minutes
    - 1.e.b. Notification of meeting publication site, date, and time
    - 1.e.c. Financial Reports
    - 1.e.d. Payment of Bills
    - 1.e.e. Next regular meeting date - June 21, 2021 @ 6:00pm
2. Communications
3. Visitors/Open Forum and staff and program presentations
4. Action Items
  - 4.a. Discuss, consider, and take all necessary action accept the resignation of Marylyn Mozena
  - 4.b. Discuss, consider, and take all necessary action to purchase additional cameras
  - 4.c. Discuss, consider, and take all necessary action to consider insurance companies
  - 4.d. Discuss, consider, and take all necessary action to the adoption of policy 5045.2 Community Fitness Center
5. Reports
  - 5.a. Athletic Director's Report
  - 5.b. Elementary Principal's Report
  - 5.c. Secondary Principal's Report
  - 5.d. Director of School Improvement and SPED's report
  - 5.e. Superintendent's Report
6. Board Reports
7. Adjournment

\*\* Members of the board of education may move to enter "closed" session or adjust the order of the agenda at any point during the regular meeting.

**Weeping Water Public School  
Financial Report for Board  
May 2021**

**CASH ASSETS**

**CASH ASSET REPORT**

DATE: 5/12/21

FUND	ACCOUNT TYPE	INFORMATION	HOLDER	CURRENT BALANCE	BALANCE 2019
GENERAL FUND	CHECKING	300380832	Farmers & Merchants	\$ 582,280.13	\$ 619,320.44
KITCHEN FUND	CHECKING	300382812	Farmers & Merchants	\$ 97,175.72	\$ 19,991.94
<b>TOTAL GENERAL FUND</b>				<b>\$ 679,455.85</b>	<b>\$ 639,312.38</b>
ACTIVITY FUND	CHANGE			\$ 1,140.00	\$ 1,140.00
ACTIVITY FUND	PETTY CASH			\$ 100.00	\$ 100.00
ACTIVITY FUND	CHECKING	300444190	Farmers & Merchants	\$ 133,524.81	\$ 117,958.61
ACTIVITY FUND	SAVINGS #1	300689661	Farmers & Merchants	\$ 3,692.68	\$ 3,069.78
<b>TOTAL ACTIVITY FUND</b>				<b>\$ 138,457.49</b>	<b>\$ 122,268.39</b>
BOND FUND	MONEY MARKET	95010505	First Nebraska Bank	\$ 788,808.01	\$ 444,784.92
<b>TOTAL BOND FUND</b>				<b>\$ 788,808.01</b>	<b>\$ 444,784.92</b>
QCPU FUND	CHECKING-2009 & 2010 BAB	86483570	First Nebraska Bank	\$ 150,817.77	\$ 114,670.29
<b>TOTAL QCPU FUND</b>				<b>\$ 150,817.77</b>	<b>\$ 114,670.29</b>
BUILDING FUND	CHECKING	300381079	Farmers & Merchants	\$ 675,999.36	\$ 307,942.28
<b>TOTAL BUILDING FUND</b>				<b>\$ 675,999.36</b>	<b>\$ 307,942.28</b>
DEPRECIATION FUND	CHECKING	300446542	Farmers & Merchants	\$ 651,041.50	\$ 667,894.46
<b>TOTAL DEPRECIATION FUND</b>				<b>\$ 651,041.50</b>	<b>\$ 667,894.46</b>
EMPLOYEE BENEFIT FUND	CHECKING/RETIREMENT	300381061	Farmers & Merchants	\$ 146.98	\$ 67.36
EMPLOYEE BENEFIT FUND	CHECKING/SECTION 125	86234570	First Nebraska Bank	\$ 34,421.56	\$ 32,543.92
<b>TOTAL EMPLOYEE BENEFITS FUND</b>				<b>\$ 34,568.54</b>	<b>\$ 32,611.28</b>
STUDENT FEES FUND	Checking HOPPER GRANT HS	85834670	First Nebraska Bank	\$ 8,402.08	\$ 12,034.40
<b>TOTAL STUDENT FEES FUND</b>				<b>\$ 8,402.08</b>	<b>\$ 12,034.40</b>
<b>TOTAL</b>				<b>\$ 3,127,550.60</b>	<b>\$ 2,341,518.40</b>

**WE ARE WORKING AT SIMPLIFYING OUR BANK ACCOUNTS:**

\*General Fund Stfft Account closed and combined in General Fund Checking

\*Clearing Account closed and combined in General Fund Checking

\*Building Fund Stfft Account closed and combined in Building Fund Checking

\*\*Moving toward closing Food Service Fund checking account and combining with General Fund checking account. Funds will still be accounted for separately in the Accounting Software Program.

# Weeping Water Public School

## May 2021 Claims for Payment

Vendor	Amount
Amy Kroll	\$ 66.29
Blue Cross/Blue Shields	\$ 3,408.30
Bristol Wenzl	\$ 91.98
Brittney Meyer	\$ 13.95
Carole Cappen	\$ 55.00
City Of Weeping Water	\$ 811.56
Dana F. Cole & Co, LLP	\$ 65.00
Dawn Bickford	\$ 17.00
DFA Dairy Brands Corporation, LLC	\$ 1,453.92
Dietze Music House	\$ 45.00
Diversified Drug Testing, LLC	\$ 250.00
Egan Supply Company, Inc	\$ 376.60
Erin Redfern	\$ 36.80
Follett School Solutions Inc	\$ 1,042.50
Hoss's Lawn Service & Snow Removal Inc	\$ 100.00
Izzabelle M. Kerr	\$ 210.60
JAMISON TWOMEY	\$ 63.00
John's Appliance	\$ 1,035.78
Just For Kids, Inc.	\$ 1,568.00
Kevin Reiman	\$ 128.45
Kinetic Business by Windstream	\$ 14.12
KSB School Law	\$ 604.00
Levi Neumeister	\$ 15.37
Lincoln Journal Star (LINCJOURST)	\$ 6.74
Linda Cox	\$ 105.00
Linda Twomey	\$ 480.70
Madonna School	\$ 2,183.40
Martin Bros. Distributing Co., Inc.	\$ 4,423.12
Meeske Auto Parts	\$ 35.94
Meeske Hardware Inc	\$ 424.13
MEYER LABORATORY	\$ 622.32
Mid-America Termite & Pest Control, Inc	\$ 86.96
MMC Contractors	\$ 13,007.90
Morris Printing Group Inc	\$ 260.00
Nebraska Assn/School Boards Inc	\$ 95.00
NEBRASKA COACHES ASSOCIATION	\$ 170.00
Nebraska Council of School Administrators	\$ 2,590.00
Nebraska Iowa Supply Co., Inc.	\$ 2,326.09
O'Keefe Elevator Company Inc	\$ 384.58
Omaha Public Power	\$ 7,792.42
Paper101	\$ 2,494.62
PowerSchool Group LLC	\$ 4,880.53
Prime Communications Inc	\$ 911.00
Providence Working Canines	\$ 391.73
REALLY GREAT READING CO , LLC	\$ 2,663.40

Riverside Technologies, Inc	\$	7,020.00
Savvas Learning Co. LLC	\$	5,676.45
Shirley J Brack	\$	150.00
Staples (STAP)	\$	54.51
Stephen C Warga dba	\$	130.00
Stericycle, Inc./Shred It	\$	51.72
Stop 'N Shop Inc	\$	61.75
Toshiba Financial Services	\$	1,520.26
Unite Private Networks	\$	419.50
US BANK	\$	2,672.10
US FOODS, INC.	\$	6,061.32
Verizon Wireless LLC	\$	121.92
Virtual Impressions	\$	38.00
<b>Total May A/P</b>	<b>\$</b>	<b>81,786.33</b>
<b>Total May Payroll</b>	<b>\$</b>	<b>375,187.96</b>
<b>Grand Total</b>	<b>\$</b>	<b>456,974.29</b>

FISCAL BUDGET USE PER MONTH

APRIL 2021

UPDATED: 05/12/21

MONTH END	FISCAL 19 % USED 19 Budget=	FISCAL 19 \$ USED	FISCAL 20 % USED 20 Budget =	FISCAL 20 \$ USED	FISCAL 21 % USED 21 Budget =	FISCAL 21 \$ USED
September	6.61%	\$382,439.25	8.63%	\$509,636.00	9.84%	\$ 549,119.46
October	6.75%	\$386,813.85	8.10%	\$475,019.13	8.66%	\$ 482,318.88
November	6.91%	\$397,916.12	8.21%	\$484,224.73	8.02%	\$ 447,296.05
December	6.86%	\$396,306.16	7.82%	\$461,218.51	7.18%	\$ 401,048.09
January	6.36%	\$365,874.23	9.20%	\$542,851.08	7.25%	\$ 404,367.83
February	7.22%	\$415,992.95	8.24%	\$464,052.86	8.59%	\$ 479,065.59
March	7.16%	\$414,109.63	7.35%	\$433,365.24	9.00%	\$ 502,362.41
April	7.67%	\$437,834.07	7.49%	\$442,027.14	8.19%	\$ 456,974.29
May	7.72%	\$446,475.75	6.95%	\$409,736.54		
June	8.09%	\$467,499.35	6.78%	\$399,620.00		
July	6.93%	\$400,703.04	7.17%	\$422,609.66		
August	12.00%	\$691,092.75	7.92%	\$466,449.71		
<b>Cumulative</b>	<b>90.28%</b>	<b>\$5,203,057.15</b>	<b>93.86%</b>	<b>\$5,510,810.60</b>	<b>66.73%</b>	<b>\$3,722,552.60</b>

TOTAL EXPENSE BUDGET \$ 5,579,513.00

# Weeping Water Public School

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<b>Grand Total</b>	<b>\$</b>	<b>456,974.29</b>

May 14, 2021

To whom it may Concern:

I, Marylyn Mozena, am hereby resigning from my future position at Weeping Water Public School effective immediately. At this point, I have had an opportunity arise that is far too good to pass up as moving on to collegiate coaching is a dream of mine. I appreciate the school having the confidence to hire me as a teacher. Due to the short notice, I understand any consequences that will come along with this decision. Thank you for this opportunity to serve this school the last 3 years.

Sincerely,

Marylyn Mozena

We have prepared a quote for you

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**Seven additional Cameras for School**

Quote # 004029 v1

Prepared for:

**Weeping Water Public Schools**

Kevin Reiman  
kreiman@weepingwaterps.org

Prepared by:

**Elkhorn NE**

Dave Kanne  
dkanne@primecominc.com

Friday, April 16, 2021

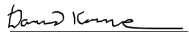
Weeping Water Public Schools  
Kevin Reiman  
204 W O St  
Weeping Water, NE 68463  
kreiman@weepingwaterps.org

Dear Kevin ,

Thank you for inviting Prime Communications to participate in the selection process for your project. Prime Communications was founded in 2001 with a commitment to deliver quality solutions, installed by certified technicians, and supported by a dedicated customer support team. With over 17 years' experience focused in physical security and infrastructure, we are able to meet the growing needs of the corporate enterprise sector. Our extensive experience makes us a premier integration partner who understands the strengths and complexities of today's physical security solutions.

Our unique approach to project implementation focuses on end to end project management, engineered design, and professional deployment. Our experienced technical support team will be there after deployment to manage your systems and be your liaison to our engineering team. The Prime Communications team understands that each customer engagement is unique and requires great attention to detail before, during, and after your project is launched.

Thank you again for your time and consideration through the initial phase of this process. We look forward to the opportunity to partner with you.

A handwritten signature in black ink that reads "Dave Kanne".

Dave Kanne  
Outside Sales Representative  
Elkhorn NE

## ► Statement of Work

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### Scope of Project

Prime will provide the following to add (7) additional cameras to Weeping Water Public Schools. This will include Genetec Licensing for the additional cameras

#### **Indoor Cameras**

- (5) M3116-LVE Cameras





#### **Outdoor Cameras**

- (2) P3245-LVE Cameras
- (2) T94S01P Back Box

All cabling necessary to complete the install.

Prime will install the (2) P3245-LVE on the west side of the school to cover the blind areas. Prime will install (1) M3116-LVE in the auditorium, (2) M3116-LVE in the Multi-purpose Room, and (1) M3116-LVE in the Fitness Center. At the completion of the installations, Prime will configure and commission the additions to the system.

## Video Surveillance

Description	Price	Qty	Ext. Price
<b>Genetec Licensing</b>			
Genetec Advantage for 1 Omnicast Pro Camera " 1 month	\$3.06	56	\$171.36
1 camera connection	\$213.57	7	\$1,494.99
<b>Outdoor Cameras</b>			
P3245LVE/2MP/VANDOM/4-9MZ/IP66	\$699.99	2	\$1,399.98
T94S01P CONDUIT BACK BOX	\$119.99	2	\$239.98
Installation Consumables	\$21.43	1	\$21.43
<b>Indoor Cameras</b>			
M3116-LVE/4MP/TURET/2.4MM/IR	\$419.99	5	\$2,099.95
TELESCOPING BRACKET 15 TO 26	\$3.99	3	\$11.97
<b>Camera Cabling</b>			
PANDUIT Mini-Com Cat.6 UTP Module - RJ-45 	\$7.50	14	\$105.00
Panduit Mini-Com Mounting Box for Network Module - White - White 	\$3.36	5	\$16.80
AXIS Network Cable with Gasket, 5m (16 ft.) - 16.40 ft Category 5e Network Cable for Network Device, Surveillance Camera - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Black - 1 Pack 	\$10.27	2	\$20.54
Category 6 Performance, 28 AWG UTP patch cord 7' Green	\$10.07	5	\$50.35
Category 6 Performance, 28 AWG UTP patch cord 3' Green	\$8.57	7	\$59.99
23-4p UNS SOL CMP C6E GREEN 	\$0.31	2000	\$620.00

**Subtotal: \$6,312.34**

## Professional Services

Description	Price	Qty	Ext. Price
Video Surveillance Professional Services	\$5,277.86	1	\$5,277.86

Professional Services

Description	Price	Qty	Ext. Price
Subtotal:			<b>\$5,277.86</b>

# Seven additional Cameras for School



**Prepared by:**  
**Elkhorn NE**  
 Dave Kanne  
 (402) 884-8473  
 dkanne@primecominc.com

**Prepared for:**  
**Weeping Water Public Schools**  
 204 W O St  
 Weeping Water, NE 68463  
 Kevin Reiman  
 (402) 267-4265  
 kreiman@weepingwaterps.org

**Quote Information:**  
**Quote #: 004029**  
 Version: 1  
 Delivery Date: 04/16/2021  
 Expiration Date: 06/12/2021


## Quote Summary

Description	Amount
Video Surveillance	\$6,312.34
Professional Services	\$5,277.86
<b>Total:</b>	<b>\$11,590.20</b>

Payment Terms: Net 30.  
 Material is invoiced upon receipt.  
 Labor will be invoiced monthly.

### Elkhorn NE

### Weeping Water Public Schools

Signature:   
 Name: Dave Kanne  
 Title: Outside Sales Representative  
 Date: 04/16/2021

Signature: \_\_\_\_\_  
 Name: Kevin Reiman  
 Date: \_\_\_\_\_

## ► Exclusions and Clarifications

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### Exclusions / Assumptions

- Sales Tax
- 120VAC Power
- UPS power
- PoE Switches
- Conduit
- Lift Rental
- HID Cards/Fobs
- Door Hardware
- Workstations
- Elevator traveling cable
- Shear Maglocks
- Panel or Lock Power Supplies
- 1064 Enclosure
- Cable & Cabling Services
- Professional Services
- Fire Alarm Interface
- Burglar Alarm Interface
- Any work not explicitly included in this scope of work is implicitly excluded from the project

## ► Terms & Conditions

### Terms & Conditions - Prime Standard

#### TERMS AND CONDITIONS OF CONTRACT FOR SALE

**1. CONTRACT BETWEEN BUYER AND SELLER:** These terms and conditions of sale, together with a services agreement (if any) (which is incorporated herein by this reference) (collectively, these “Terms”), are the only terms which govern the sale of the products and/or services (collectively, the “Goods”) described herein by Prime Communications, Inc. (“Seller”) to the person or entity purchasing the Goods (“Buyer”). Buyer will be deemed to have assented to the Terms by (a) executing and delivering an acknowledgement of these Terms to Seller or (b) acceptance of any of the Goods. No additional or different specifications will be binding upon Seller unless specifically agreed to in writing. Any additional or different terms already or hereafter proposed by Buyer, whether in a purchase order or otherwise, are hereby rejected and shall not apply; failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these Terms nor an acceptance of any such provisions. Any invoice, together with these Terms, comprises the entire agreement between the parties with respect to the supply of the Goods, and any contract arising therefrom shall be governed solely by the invoice and these Terms (the “Contract”), which supersede all prior or contemporaneous understandings, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between a provision of this Contract and a provision of any other applicable document, including all SOWs, change orders, service agreements and schedules, the provision imposing the more demanding term, condition, duty or standard of performance on Buyer, or the greater limitation on the nature and type of relief or damages allowed to Buyer, shall control.

**2. DELAYS:** If either party is delayed or prevented from performing its obligations under this Contract as a result of any cause beyond its reasonable control, including, without limitation, acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions, rejection of domain name by registration company, transportation delays, power failure, computer failure, failure of Buyer’s computer system, Seller system downtime for routine maintenance, network problems or telecommunications failure (each a “Force Majeure Event”), the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed.

**3. LIABILITY:** BUYER AGREES THAT, IN NO EVENT WILL SELLER’S LIABILITY WITH RESPECT TO ANY CLAIM UNDER THIS CONTRACT EXCEED THE FEES PAID TO SELLER BY BUYER DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

**4. WARRANTY:** (a) Seller warrants, for a period of 12 months from the completion of any services provided pursuant to this Contract, that the services (i) shall be performed diligently and in a good and workmanlike manner, in accordance with the terms hereof, and (ii) shall conform to applicable specifications. As Buyer’s sole and exclusive remedy for Seller’s breach of the foregoing warranty, Seller will, in its reasonable discretion, re-perform any services Seller reasonably determines did not meet this warranty at the time the services were rendered. Seller’s obligations in relation to the warranty set out in this Section 4(a) shall be limited to such re-performance and shall be conditional upon Buyer notifying Seller in writing of any alleged defect within 10 days after its discovery. Such notice shall include an explanation of the claimed warranty defect and proof of date of performance of the services for which warranty coverage is sought.

(b) The warranty set out in Section 4(a) shall not apply to: (i) defects caused by abuse, negligence or accident, acts of nature (including lightning strikes), improper operation, or power surge/loss; (ii) equipment that has been maintained, repaired or modified by persons other than Seller or persons authorized by Seller; (iii) equipment that has been used or serviced otherwise than in conformity with Seller’s applicable specifications, manuals, bulletins or instructions; (iv) equipment that has been improperly used, stored or operated; (v) preventative maintenance, inspections or any other maintenance required to keep the system operational; or (vi) consumable items, including but not limited to printer heads, access cards and other items designed to fail in order to protect the equipment (*i.e.*, fuses and surge protectors).

(c) Warranties on products sold but not manufactured by the Seller are expressly limited to the terms of warranties of the manufacturer of such products. Seller shall use its reasonable efforts to transfer to Buyer the benefit of any warranty or guarantee given to Seller by the manufacturer of such third party products.

(d) EXCEPT AS OTHERWISE NOTED IN THIS CONTRACT OR IN THE APPLICABLE SERVICES AGREEMENT, BUYER AGREES THAT ALL GOODS PROVIDED PURSUANT TO THIS CONTRACT ARE PROVIDED ON AN “AS IS,” AND “AS AVAILABLE” BASIS. SELLER AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE GOODS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEITHER SELLER NOR ITS LICENSORS MAKES ANY WARRANTY THAT THE GOODS OR SERVICES PROVIDED HEREUNDER WILL MEET BUYER’S REQUIREMENTS, NOR DO SELLER OR ITS LICENSORS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE GOODS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS OR SERVICES. TO THE EXTENT ANY JURISDICTION DOES NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO BUYER.

**5. ADVICE BY SELLER:** The giving or failure to give advice or recommendation of any character by Seller shall not impose any liability upon Seller nor grant to the Buyer any license to the use of any of Seller’s patents, trademarks, trade names, technology, or any other intellectual property.

**6. CREDITWORTHINESS:** All shipments to be made hereunder shall at all times be subject to the approval of Seller’s Credit Department and, if the

## ► Terms & Conditions

financial responsibility of Buyer is unsatisfactory, or becomes impaired, or if Buyer fails to make any payment in accordance with the terms of this Contract, then, in any such event, Seller may defer or decline to make any shipments hereunder except upon receipt of security satisfactory to Seller or cash payments in advance, or it may terminate this Contract.

**7. ASSIGNMENT:** This Contract, together with all rights, liabilities and obligations arising thereunder, may be assigned wholly or in part by Seller to any one or more of the entities affiliated with the Seller, without the necessity of prior notice to Buyer. Buyer may not assign its rights or obligations under this Contract without Seller's prior written consent, which may be withheld or conditioned at the discretion of Seller.

**8. TAXES:** The price specified herein or in any invoice does not include the amount of any present or future tax applicable to the sale, manufacture, delivery, use and/or other handling of material hereunder, and any such taxes shall be paid by the Buyer.

**9. CHANGES:** Seller assumes no responsibility for any changes in the specifications outlined in the original order, unless such changes are confirmed in writing by Buyer and accepted in writing by Seller. Any price variation resulting from such changes shall become effective immediately upon the acceptance of such changes. Seller assumes no responsibility for additional costs which result from changes made by the Buyer in shipping or production schedules, if such changes cause an increase in Seller's cost or in the time of performance of this Contract, unless such changes are confirmed in writing by the Buyer and accepted in writing by the Seller. Additional costs arising from changes which have not been accepted in writing by the Seller will be claimed against the Buyer. Such claim is to be payable upon presentation.

**10. PRICE; PAYMENT:** The price specified in this Contract or any invoice for any Goods provided hereunder may be changed by Seller upon 10 days written notice to Buyer. Seller shall furnish Buyer an invoice, which shall describe the Goods purchased and the amount due to Seller. Buyer shall pay all amounts due and owing within 30 days. Any payment that is past due to Seller by more than 30 days shall bear interest at the rate of 18% per annum or the highest rate allowed by applicable law (whichever is lower). Buyer shall reimburse Seller for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts.

**11. MATERIALS:** If materials or equipment which the Seller is required to furnish the Buyer hereunder become unavailable either temporarily or permanently through causes beyond the control and without the fault of the Seller, then in case of temporary unavailability, the contract time shall be extended by change order for such period of time as the Seller shall be delayed by such unavailability and, in the case of permanent unavailability, the Seller shall be excused from the requirement of furnishing such materials or equipment. The Buyer agrees to pay the Seller any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

**12. EQUIPMENT:** Any tools or equipment which Seller constructs or acquires specifically and solely for use on Buyer's order, shall be and remain Seller's property and in Seller's sole possession and control, and any changes made by Seller therefore shall be for the use of such equipment only. When for a term of 1 year no orders are accepted from Buyer for products to be made with such equipment, Seller may make such disposition thereof as it desires without liability to Buyer. Seller shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Buyer while in Seller's possession. Tool charges designated as estimated will vary in accordance with actual cost.

**13. SITE CONDITIONS:** If, in the course of providing services or installing equipment, Seller encounters any condition that it deems to be, in its reasonable discretion, unsafe, hazardous, or otherwise impacts its ability to safely perform its obligations, including, but not limited to, the presence of hazardous materials, upon notification of such conditions by Seller, Buyer shall promptly take any action necessary to remove or remediate such condition or material. Seller may suspend services until such condition has been remediated by Buyer to the satisfaction of Seller; provided, however, that if Buyer fails to correct the condition within thirty (30) days after receipt of notice of such condition, Seller shall have the right to terminate this Contract upon notice to Buyer, without incurring any additional liability. The cost of any investigation (including consultant's fees and attorneys' fees and testing), removal, remediation, restoration and/or abatement of such conditions shall be borne solely by Buyer.

**14. INTELLECTUAL PROPERTY:** Buyer acknowledges and agrees that Seller, its licensors and manufacturers of any equipment or deliverables may own or maintain certain trademark, copyright, patent, inventions, trade secret or other intellectual property rights (the "Intellectual Property") in and to the deliverables, services, equipment or any other product or service made available to Buyer under this Contract. Buyer further acknowledges and agrees that Seller, its licensors and/or third party manufacturers own all right, title and interest in and to such Intellectual Property, and Buyer will refrain from modifying, enhancing, reverse engineering, updating, improving or otherwise commercializing such Intellectual Property, except as expressly authorized under this Contract. Seller may from time to time arrange for Buyer's purchase, lease or license of equipment or deliverables that amount to third party hardware, equipment, software, services, or other products not owned by Seller. Buyer's use of such third party equipment or deliverables is governed by the terms and conditions provided by such third party, and Buyer agrees to abide by all such terms and conditions. Seller makes no independent representations and warranties with respect to any third party equipment or deliverables, and shall have no liability arising out of or relating to Buyer's use thereof. Seller agrees to pass through to Buyer any warranties provided by a manufacturer of such third party equipment or deliverable to Buyer, if applicable. Any third party warranties are the exclusive remedies of Buyer with respect to third party equipment or deliverables. Except as expressly set forth in these terms and conditions, Buyer acknowledges and agrees that nothing in these terms and conditions shall transfer any right, title or interest in any of Seller's Intellectual Property.

**15. POINT OF DELIVERY:** Delivery to carrier at point of shipment shall constitute delivery to Buyer and Buyer shall assume all risk for subsequent loss or damage. Title to the Goods shall transfer at such deliver point. The fact that in some instances a different "F.O.B." point may be shown on the face hereof, or that all or a part of freight charges may be prepaid, assumed, or allowed by Seller, is for Buyer's convenience only.

**16. INDEMNIFICATION:** Buyer agrees to indemnify and hold Seller and each of its respective affiliates, officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, obligations, losses, damages, penalties, fines, amounts paid in settlement, interest, expenses and disbursements of any kind and nature whatsoever (including attorneys' fees, court costs, accountants' fees and fees of expert witnesses, which shall be paid as incurred), arising out of, resulting from, relating to, in the nature of or caused by any suit, investigation, proceeding, demand or claim by any third party (collectively, "Claims"), arising out of or related to (a) an alleged violation by Buyer of this Contract, (b) a claim of intellectual property infringement arising

## ► Terms & Conditions

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out of or relating to any use by Seller of items supplied by Buyer or deliverables prepared by Seller based upon specifications provided by Buyer, (c) a claim of a violation of any applicable rule, law, regulation, court order or decree or other like item while using a service or deliverable provided by Seller, regardless of whether such person has been authorized to use such services or deliverables by Buyer, (d) a material breach of any representation, warranty, or obligation made by Buyer hereunder, or by any allegation which, if true, would constitute a breach of said representation and warranty, or (e) any personal injury (including death) or property damage arising out of, resulting from, relating to, in the nature of or caused by the gross negligence or willful misconduct of Buyer, its officers, directors, agents or employees. Without limiting the generality of the foregoing, Buyer shall pay Seller all reasonable fees incurred, including attorneys' fees, for time spent by Seller in responding to third party complaints regarding Buyer's use of any service, equipment or deliverables provided by Seller.

**17. WAIVERS:** No waiver by Seller of any breach of any provision hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this Contract.

**18. GOVERNING LAW:** This Contract shall be construed, interpreted and enforced according to the laws of the State of Nebraska, without giving effect to the conflicts of law principles thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods. To the extent applicable, each party expressly consents to the exclusive jurisdiction of the federal, state and local courts serving Douglas County, Nebraska, to govern all disputes arising out of this Contract.

**19. CANCELLATION:** This Contract is subject to cancellation by Buyer only upon Seller's accepting such cancellation in writing, and the effective date of such cancellation shall be the date of such acceptance. The date of such acceptance notwithstanding, Seller shall have the right to continue the processing of the materials or articles affected to the point at which the processing can be halted with the least inconvenience to the Seller under the circumstances. Payment of cancellation charges shall be made by Buyer upon receipt of statement of same. Cancellation charges shall not exceed the purchase price of the cancelled portion of this Contract.

**20. TIME LIMITATION ON CLAIMS:** Any course of dealing between the parties to the contrary notwithstanding, at Seller's election, any claim for breach of warranty, shortage, failure or delay in delivery or otherwise shall be deemed waived by Buyer unless presented in writing to Seller within the specified warranty period in the case of claims of breach of warranty, or within sixty (60) days from date of agreed delivery in case of other claims. Causes of action for breach of this Contract shall not be asserted after (1) year from the date said cause of action accrues, provided that this limitation shall not apply to actions by Seller to recover the purchase price of Goods sold hereunder.

**21. CONFIDENTIALITY:** Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Seller's business (the "Information") which Buyer may obtain or which Seller may disclose to Buyer in connection with this Contract, shall be deemed to be confidential and Buyer shall not use the Information for its own purposes (other than for this Contract), nor shall Buyer disclose the Information to any person or firm except as may be specifically authorized by Seller in writing.

**NOTWITHSTANDING ANY INCONSISTENT OR ADDITIONAL TERMS THAT MAY BE EMBODIED IN YOUR PURCHASE ORDER, SELLER WILL ACCEPT YOUR ORDER SUBJECT ONLY TO THE TERMS OF THE WRITTEN CONTRACT BETWEEN US UNDER WHICH YOUR ORDER IS PLACED. IF NO SUCH CONTRACT EXISTS SELLER WILL ACCEPT YOUR ORDER ONLY ON THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT.**



**The Harry A. Koch Co.**  
Insurance & Financial Consultants

*Member of First Insurance Group, LLC*

***“Trust. Integrity. Knowledge.”***

**Contacts:**

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**Account Manager**

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**A  
Proposal  
of  
Insurance  
For  
Weeping Water  
Public School**

May 12, 2021

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## The Harry A. Koch Co.

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*This presentation is designed to give you an overview of your current insurance coverage. It is meant only as a general understanding of your insurance coverages and should not be construed as a legal interpretation of the insurance policies. Please refer to your actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of these policies are available for your review prior to the binding of any coverage*

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For changes or inquiries regarding your insurance matters, please call a member of your service team as listed on the cover page or write:

The Harry A. Koch Co.  
14010 FNB Parkway, Suite 300  
P.O. Box 45279  
Omaha, NE 68145-0279

Lincoln Office:  
233 S.13<sup>th</sup> Street, Suite 1650  
Lincoln, NE 68508

(402) 861-7000  
(800) 344-5624  
(402) 861-7111 Fax

(402) 435-7100  
(800) 344-5624  
(402) 435-5624 Fax

Office Hours: Monday – Friday  
8:00 a.m. – 4:30 p.m.



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## The Harry A. Koch Co.

### Credit Policy

Your insurance coverage is very important to you and your business. Your prompt payment of premiums due enables this valuable coverage to remain in force. Delinquent premiums subject your insurance coverage to cancellation. The following is the credit policy of The Harry A. Koch Co.:

#### Agency Bill

- All invoices are due and payable immediately. Common business courtesy requires payment be received within 15 days of the invoice date.
- Installment invoices are due on the effective date of the installment. Installment invoices are mailed approximately 25 days prior to the effective date of the installment.
- Statements will be mailed at the beginning of each month for your benefit. Please verify your open invoices against our record of your open invoices.

Please mail all payments to:

**The Harry A. Koch Co.  
P.O. Box 3875  
Omaha NE 68103-0875**

#### Direct Bill

- Mail payments to your insurance carrier at the address shown on the payment notice. The finance relationship is between you and the insurance company and responsibility for timely payments rests with you. We do not follow up or contact customers for late/past due payments.

#### Premium Finance Plans

- We are glad to assist you in making premium finance arrangements with third party insurance finance organizations. However, once the finance plan is in place, you assume the responsibility for timely premium payments. We do not follow up or contact customers for late/past due payments.

#### Audits

- Audit invoices are due and payable immediately. Any issues concerning the audit must be brought to our attention within 10 days of receipt. Common business courtesy requires payment be received within 15 days of the invoice date.

**If you have any questions please contact:**

<b>Spencer Ryan</b>	<b>(402) 861-7042</b>
<b>David Destache</b>	<b>(402) 861-7165</b>
<b>Toll Free</b>	<b>(800) 344-5624</b>

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## **The Harry A. Koch Co.**

### **The Harry A. Koch Co. Privacy Policy**

#### **General information**

This privacy policy covers personal information about consumer customers who obtain products from The Harry A. Koch Co. for personal, family, or household purposes. This policy is provided to you as required by federal law. You do not need to take any action as a result of receiving this privacy policy.

Although this notice does not apply to business and commercial accounts, safeguarding our business and commercial customers' information is important and we take steps to protect such information.

Except as described below or as permitted by law, we do not disclose personal information about our customers or former customers.

#### **How we secure your personal information**

At The Harry A. Koch Co., we appreciate the trust you have placed in us and understand the importance of protecting your personal information. Protecting your privacy and the personal information you entrust to us is a priority. We maintain physical, electronic, and procedural safeguards to protect your personal information. We take steps to restrict access to personal information about you to employees who need that information for business purposes. Our employees are subject to a Code of Ethics that requires them to treat personal information as confidential.

#### **How we collect personal information about you**

We collect personal information about you from the following sources:

1. Information you provide to us – Personal information that you provide to us on applications and through other correspondence, such as your name, address, social security number and personal financial information.
2. Transaction and Experiences – Personal information about your transactions and experiences with us and our affiliates, such as your account balance and payment history.
3. Information we received from third parties – Personal information nonaffiliated parties provide to us about you, such as your claims history, driving record, credit history, and public records.

#### **Personal information we disclose to affiliates**

We may disclose personal information about your transactions and experiences with us to our affiliates.

#### **Personal information we disclose to nonaffiliated parties**

We may disclose personal information about you to nonaffiliated third parties as permitted by law. This may include all of the personal information we collect about you that is necessary to secure and service our products. Additionally, personal information may be disclosed in connection with a subpoena or similar legal requirements, in connection with audits, to process a transaction you requested, and to prevent fraud or unauthorized use.

We may disclose all of the personal information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

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## The Harry A. Koch Co.

### Disclosure

This summary of the coverage offered by the insurers is based on the information provided by you and which we have relied upon in preparing this document. If changes need to be made, please notify our office immediately. All changes are subject to review and acceptance by the insurance company.

When requested to review contracts (leases, construction contracts, purchase orders, etc), the review will be based on industry standard risk management practices. Reviews will not be legal advice or legal opinion for any portion of the contract. Contracts can have diverse, broadly stated indemnification or other provisions that may not be insurable. Contracts should be reviewed and modified by your legal counsel to reflect variations in local law and the specific circumstances of your contract. Our review is provided for your information and should not be relied upon by any party as a representation of your insurance exposures or coverage.

In addition to the fees or commissions retained by The Harry A. Koch Co., in certain circumstances other parties may earn and retain usual and customary commissions and/or fees for their role in providing or placing insurance products or services under their separate contracts with insurers and/or reinsurers.

As a common legal practice in our industry, The Harry A. Koch Co. may enter into “contingency” agreements with certain insurance companies providing for compensation, in addition to commissions, to be paid to The Harry A. Koch Co. based on several factors not client specific such as aggregate loss experience and size or performance of an overall book of business produced with the insurer. The insurance coverage you purchase through The Harry A. Koch Co. may be issued by an insurance company who has such an agreement with our firm. Please contact our sales or service representative if you have any questions or concerns.

The Harry A. Koch Co. through its sales representatives and service personnel, recommends insurance companies to our clients based on coverage, financial stability, cost and service capability – not on the existence of contingency agreements. It has always been our practice to leave the final selection of insurers to the discretion of our clients.

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## The Harry A. Koch Co.

### Products and Services

#### Business Insurance

- Property Casualty Insurance including but not limited to:
  - Workers' Compensation
  - Directors & Officer's
  - Errors & Omissions
  - Property
  - Liability
  - Auto
  - Excess
- 24 Hour Claims Service
- Claims Management and Experience Rating Projections
- Risk Surveys including Risk Transfer Cost Options
- Program Design
- Stewardship Meetings
- Property Casualty Consulting
- Commercial Building Appraisals for Insurance Valuation
  
- Alternative Risk Financing
  - Retrospectively Rated
  - Captive Programs
  - High Deductibles
  - Self Insurance
- Loss Control Consulting & Management Services

#### Surety Bonds

- Bonds
  - Bid
  - Performance & Payment
  - Miscellaneous
- Banker, Attorney and CPA Referral
- Trade/Industry Comparison
- Assist with Contractor Prequalification
- Financial Analysis
- Consult with Contractor & CPA
- Maximize Surety Credit
- Financial Presentation to Surety

#### Employee Benefits

- Group Medical Plans
  - Multiple Employer Trusts
  - Health Reimbursement Accounts
  - Health Savings Accounts
  - Fully Insured
  - Self-Funding
- Basic and Supplemental Life Insurance
- Voluntary Benefits (employee paid plans)
- Preferred Vendor Arrangements
  - COBRA/HIPAA/ERISA Compliance
- Plan Document and SPD Development
  - Employee Communications and Education
  - Form 5500 Preparation
  - Exclusive Access to Web-Based HR Portal
- Short and Long term Disability
- Special Risk
  - Business Travel Plans
  - Accidental Death and Dismemberment
- Consulting Services, including but not limited to:
  - Market Surveys
  - Actuarial Services
  - Analysis of Funding Arrangements
  - Benchmarking and Trending
  - Carrier Negotiations
- Retirement Plans
  
- Owner-Based Planning
- Executive Benefits

#### Personal Lines

- Home and Condominiums
- Fine Arts, Antiques, and Jewelry
- Automobile Insurance
- Property Appraisals
- Secondary Residences/Vacation Properties
- Watercraft Coverage
- Personal Liability
- International Travel Coverage

#### Life Insurance and Estate Planning

- Life, Disability, and Long-Term Care
- Financial Planning
- Charitable Trust

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**The Harry A. Koch Co.**

**Table of Contents**

Location Schedule .....8

Property .....9

Equipment Floater .....11

General Liability .....12

Linebacker .....14

Cyber Liability .....15

Business Automobile.....16

Workers' Compensation .....19

Umbrella.....21

Crime.....22

Marketing Summary .....23

Premium Summary.....24

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**The Harry A. Koch Co.**

**Schedule of Locations**

Loc #	Address	City	State	Zip Code
1	204 West O Street	Weeping Water	NE	68463
2	100 East O St	Weeping Water	NE	68463

## The Harry A. Koch Co.

### Property Policy

Named Insured: Weeping Water Public School  
 Insurance Company: Pending  
 Policy Number: APP394128  
 Policy Term: 9/1/2021 to 9/1/2022

### Blanket Schedule

Blanket #	Subject of Insurance	Limit	Co-Ins %	Ded	Valuation	Cause of Loss	Agreed Amount
1	Combined Building & Personal Property	\$31,112,202		\$2,500	R	SPECI	Y

### Exposure Schedule

Loc #1 - 204 West O Street Weeping Water , NE

Bld #	Blk #	Occupancy	Subject of Insurance	Limit	Co-Ins %	Ded	Valuation	Cause of Loss	Agd Amt
1	1	PK-12 Site-	Building	12,444,550		\$ 2,500	Replacement Cost	Special	Y
1	1	Gym, Class-rooms, wrestling room/ 2015 Addition	Business Personal Property	215,411		\$ 2,500	Replacement Cost	Special	Y
2	1	Football Storage	Building	6,654		\$ 2,500	Replacement Cost	Special	Y
2	1	Shed	Business Personal Property	2,217		\$ 2,500	Replacement Cost	Special	Y
3	1	Main School Building	Building	14,803,422		\$ 2,500	Replacement Cost	Special	Y
3	1		Business Personal Property	2,158,144		\$ 2,500	Replacement Cost	Special	Y
4	1	Maintenance & Storage	Building	232,984		\$ 2,500	Replacement Cost	Special	Y
4	1		Business Personal Property	56,586		\$ 2,500	Replacement Cost	Special	Y

**The Harry A. Koch Co.**

Bld #	Blk #	Occupancy	Subject of Insurance	Limit	Co-Ins %	Ded	Valuation	Cause of Loss	Agd Amt
5	1	School Storage	Building	96,520		\$ 2,500	Replacement Cost	Special	Y
5	1	Building	Business Personal Property	38,834		\$ 2,500	Replacement Cost	Special	Y
6	1	Storage Shed	Building	1,108		\$ 2,500	Replacement Cost	Special	Y
6	1		Business Personal Property	1,108		\$ 2,500	Replacement Cost	Special	Y
7	1	Walk in Cooler	Building	29,953		\$ 2,500	Replacement Cost	Special	Y

**Additional Coverages and/or Exclusions include, but are not limited to:**

<b>Description:</b>	<b>Limit:</b>	<b>Deductible:</b>
Earthquake Coverage	\$150,000	\$5
Flood-Coverage	\$150,000	\$5,000
Personal Property of Others/Personal Effects	\$100,000	
Rebuild at Optional Location if Total Loss		
Property Off Premises and in Transit	\$50,000	\$1,000
Property in the open within 1,000 ft. of Insured Premises		
Fence Coverage Outside of Buildings – Incl in Property Form	\$50,000	
Outdoor Signs described premises including scoreboard at football field/ \$5000 – Included in property form as long as on premises	\$100,000	
Pollutant Cleanup from a Covered Peril	\$100,000	
Debris Removal	25% + \$250,000	
Ordinance or Law Coverage is included in the Property form and will not increase the limits of insurance	Included	
Trees, Shrubs & Plants & lawns/ \$2,500 any one tree, shrub, plant	\$500,000	
Sewer or Drain Backup	\$100,000	
Equipment Breakdown		
Equipment Breakdown-Spoilage	\$50,000	
Valuable Papers & Records	\$500,000	
Newly Acquired Properties- \$2,000,000 Buildings / \$2,000,000 Personal Property / 120 Days to Report		
Accounts Receivable	\$250,000	
Utility Services Direct Damage – Includes Overhead Transmission Lines	\$100,000	
Business Income with Extra Expense incl Rental Value – Incl in Property Form	\$2,000,000	

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**The Harry A. Koch Co.**

**Equipment Floater Policy**

Named Insured: Weeping Water Public School  
Insurance Company: Pending  
Policy Number: APP394236  
Policy Term: 9/1/2021 to 9/1/2022

**Limits:** **Coverage Description:**  
Blanket Equipment

**Deductibles:**  
\$500 Scheduled Equipment  
Percentage  
Minimum Dollar Amount  
  
Maximum Dollar Amount

**Coinsurance:** 80%

**Scheduled Equipment**

#	Year	Description	Model	ID/Serial Number	Value	Ded	Val
1	2019	Exmark Mower			\$8,000		

**Additional Coverages and/or Exclusions include, but are not limited to:**

<b><u>Description:</u></b>	<b><u>Limit:</u></b>	<b><u>Deductible:</u></b>
Unscheduled Equipment \$5000 Max Item	\$100,000	
Rented/Leased Equipment Coverage	\$100,000	\$500
Band Instruments, Uniforms & Sheet Music	\$50,000	\$500
EDP Equipment Hardware & Software	\$300,000	\$500
Flood/Earth Movement – EDP only	\$300,000	

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**The Harry A. Koch Co.**

**General Liability Policy**

Named Insured: Weeping Water Public School  
Insurance Company: Pending  
Policy Number: APP394119  
Policy Term: 9/1/2021 to 9/1/2022

**Coverage Written On:** [X] Occurrence Form  
[ ] Claims-Made Form; Retro Date:

<b><u>Limits:</u></b>	<b><u>Coverage Description:</u></b>
\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence – Bodily Injury and Property Damage
\$500,000	Fire Damage
\$10,000	Medical Expenses

**Deductible:** **Basis:**  
Per Claim:  
Per Occurrence:

NOTE: All information shown is subject to verification and change by audit.

**Schedule of Exposures**

State	Loc #	Class Code	Classification	Premium Basis	Exposure
	1	47469	Schools-faculty Liability For Corporal Punishment of Pupils	Other	38
	1	44194	Grandstands or Bleachers	Each	1
	1	44311	Health or Exercise Clubs	Sales	3,750
	1	47471	Schools Public – Elementary, Kindergarten or Junior High	Pupil	198
	1	47473	Schools – High	Pupil	98

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**The Harry A. Koch Co.**

**Additional Coverages and/or Exclusions include, but are not limited to:**

<u>Description:</u>	<u>Limit #1</u>	<u>Ded #1</u>
Employee Benefits Liability Coverage-250 Employees; 180 covered by Plan	\$1,000,000 \$2,000,000	\$1,000
Tort Liability Endorsement (Limits per Nebraska Tort Claims Act are applicable)		
Special Events – Normal school activity is covered – need to notify carrier if they are renting bounce houses, carnival rides, etc.		
Abuse or Molestation Liability Endorsement		
Delete Fellow Employee Exclusion		
Professional Services (school Nurse, school Audiologist)		
Non-Owned Watercraft under 25 feet		
Professional Exclusion for Health Exercise Club		
Trampoline Exclusion		
School Violent Event Response Coverage	\$500,000 Aggregate \$500,000 Each Event \$25,000 each Person	

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**The Harry A. Koch Co.**

**Linebacker School Officials Errors and Omissions (E&O) and Employment Practices Liability**

Named Insured: Weeping Water Public School  
Insurance Company: Pending  
Policy Number: APP394119  
Policy Term: 9/1/2021 to 9/1/2022

**Coverage Written On:**  Occurrence Form  
 Claims-Made Form; Retro Date: 9/1/2021

<b><u>Limits:</u></b>	<b><u>Coverage Description:</u></b>
\$1,000,000	Each Loss
\$2,000,000	Aggregate for each policy term

**Deductible:**  
Each Claim: \$1,000

NOTE: All information shown is subject to verification and change by audit.

**Additional Coverages and/or Exclusions include, but are not limited to:**

<b>Description:</b>
Retroactive date 09/01/2021
Coverage is provided for Board and All Employees
Tort Liability Endorsement
Data Compromise an Cyber Liability Exclusion
Defense Limits Outside the Limits

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**The Harry A. Koch Co.**

**Cyber Liability**

Named Insured: Weeping Water Public School  
Insurance Company: Pending  
Policy Number: APP394119  
Policy Term: 9/1/2021 to 9/1/2022

**THIS POLICY INCLUDES DEFENSE EXPENSES \*\* WITHIN THE LIMITS OF LIABILITY \***

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**LIMITS OF LIABILITY**

**DATA COMPROMISE COVERAGE -**

RESPONSE EXPENSES LIMIT	\$ 100,000 ANNUAL AGGREGATE
LEGAL REVIEW SUBLIMIT	\$ 50,000
FORENSIC IT REVIEW SUBLIMIT	\$ 50,000
NAMED MALWARE SUBLIMIT	\$ 50,000
PUBLIC RELATIONS SUBLIMIT	\$ 10,000
REGULATORY FINES AND PENALTIES	\$ 50,000
PCI FINES AND PENALTIES	\$ 50,000
DEDUCTIBLE	\$ 1,000

DATA COMPROMISE DEFENSE AND LIABILITY LIMIT	\$ 100,000 ANNUAL AGGREGATE
NAMED MALWARE SUBLIMIT	\$ 50,000
DEDUCTIBLE	\$ 1,000

IDENTITY RECOVERY COVERAGE –	
IDENTITY RECOVERY LIMIT	\$ 25,000 ANNUAL AGGREGATE
EXPENSE REIMBURSEMENT DEDUCTIBLE	\$ 0

**CYBER COVERAGE**

COMPUTER ATTACK LIMIT	\$ 100,000 ANNUAL AGGREGATE
LOSS OF BUSINESS SUBLIMIT	\$ 50,000
PUBLIC RELATIONS SUBLIMIT	\$ 10,000
CYBER EXTORTION	\$ 10,000
MISDIRECTED PAYMENT FRAUD	\$ 5,000
DEDUCTIBLE	\$ 1,000

NETWORK SECURITY DEFENSE AND LIABILITY LIMIT	\$ 100,000 ANNUAL AGGREGATE
DEDUCTIBLE	\$ 1,000

ELECTRONIC MEDIA LIABILITY	\$ 100,000 ANNUAL AGGREGATE
DEDUCTIBLE	\$ 1,000

**The Harry A. Koch Co.**

**Business Automobile Policy**

Named Insured: Weeping Water Public School  
 Insurance Company: Pending  
 Policy Number: APP394126  
 Policy Term: 9/1/2021 to 9/1/2022

<u>Limits:</u>	<u>Symbols:</u>	<u>Coverage Description:</u>
\$1,000,000	1	Combined Single Limit – Bodily Injury/Property Damage
\$1,000,000	2	Uninsured Motorist
\$1,000,000	2	Underinsured Motorist
\$5,000	2	Medical Payments – Each Person
		PIP or Equivalent No-Fault (Deductible - )
See Vehicle Schedule	7	Comprehensive
See Vehicle Schedule		Specified Causes of Loss
See Vehicle Schedule	7	Collision

**Hired / Borrowed Auto**

State	Cost of Hire	If Any	Physical Damage Limit	Unl	Comp Deductible	Collision Deductible
NE						

**Non-Owned Auto**

State	Number of employees
NE	180

**Drivers**

<u>Name as it appears on License:</u>	<u>State</u>	<u>License Number:</u>	<u>Date of Birth:</u>

**Additional Coverages and/or Exclusions include, but are not limited to:**

<u>Description:</u>	<u>Limit #1</u>
Garagekeepers Legal Liability	
Garagekeepers - Comprehensive - \$25,000 Limit - \$500 ded for each Customers' Auto for loss caused by Theft or Mischief or Vandalism \$2,500 Max deductible	
Garagekeepers - Collision - \$25,000 Limit \$500 deductible for each Customers' Auto	
Employees as Insureds	
Delete Fellow Employee Exclusion	
Pollution Liability Endorsement	
Towing And Labor Costs	\$100 Private Passenger \$500 other than Private Passenger

## The Harry A. Koch Co.

### Commercial Automobile Schedule

Veh #	Client #	Year	Vehicle Make Vehicle Model Serial Number Garage Location	Liab	Med Pay	UM	UIM	Specified Causes of Loss Ded	Comp Deductible	Collision Deductible
1		1999	GMC Van 1GJGG25R8X1115438 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500
2		2000	Chevy Truck 1GCEC19V4Y1136399 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500
3		2000	Van Hoot Transit Bus YE2TC13B1Y2044117 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500
4		2003	International Bus 72 Passenger 1HVBABPX3H581626 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500
5		2004	Chevy Malibu 1G1ND52F34M588699 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500
6		2005	IC Corp Bus 72 Passenger 4DRBUAFP95B979693 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500
7		2006	Ford E350 Van 1FBNE31L668B36620 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500
8		2007	Ford Fusion 3FAHP07Z17R267442 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500
9		2008	Blue Bird Bus 71 Passenger 1BAKFCK848F251764 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500
10		2009	Ford Fusion 3FAHP07Z99R215351 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500
11		2009	International Bus 72 Passenger 4DRBUAAPX9A684797 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500
12		2012	Ford Econoline Wagon 1FBNE3BL8CDA04637 Weeping Water, NE 68463	Y	Y	Y	Y		\$500	\$500

## The Harry A. Koch Co.

Veh #	Client #	Year	Vehicle Make Vehicle Model Serial Number Garage Location	Liab	Med Pay	UM	UIM	Specified Causes of Loss Ded	Comp Deductible	Collision Deductible
13		2014	Cornhusker Intl Bus 65 Passenger 4DRBUSKM6EB355710 Weeping Water , NE 68463	Y	Y	Y	Y		\$500	\$500
14		2017	Ford Transit Van 1FMZK1CM3HKA25573 Weeping Water , NE 68463	Y	Y	Y	Y		\$500	\$500
15		2019	Ford Transit Van 1FMZK1YM4KKB47164 Weeping Water , NE 68463	Y	Y	Y	Y		\$500	\$500

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**The Harry A. Koch Co.**

**Workers' Compensation Policy**

Named Insured: Weeping Water Public School  
Insurance Company: Pending  
Policy Number: APP394127  
Policy Term: 9/1/2021 to 9/1/2022

**Claim reporting notice: To comply with Workers' Compensation statutes, all work related injuries should result in the prompt filing of the Employers First Report with the insurance company and the State Workers' Compensation Court. Any medical expenses incurred as a result of such injuries are to be paid strictly by the insurer. Non-compliance with this rule could result in fines and/or penalties by the Workers' Compensation Court.**

<u>Limits:</u>	<u>Coverage Description:</u>
\$500,000	Employer's Liability – Each Accident
\$500,000	Employer's Liability – Disease – Policy Limit
\$500,000	Employer's Liability – Disease – Each Employee

NOTE: All information shown is subject to verification and change by audit.

**State: NE - Schedule of Exposures**

<b>Code</b>	<b>Classification</b>	<b>Est. Payroll</b>
8868	Schools:noc: Professional Employees & Clerical(hi)	\$3,026,175
9101	Schools: Noc: All Other Employees (hi)	\$266,558
7380	Drivers, Chauffeurs And Their Helpers Noc--commercial	\$83,979

**Partners, Officers, Relatives to be included or excluded:**

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**Experience Modification Rating:** .85

**Additional Coverages and/or Exclusions include, but are not limited to:**

<u>Description:</u>	<u>Limit #1</u>	<u>Ded #1</u>	<u>Limit #2</u>	<u>Ded #2</u>

## The Harry A. Koch Co.

**CORPORATE OFFICERS, MEMBERS, MANAGERS, PARTNERS, SOLE PROPRIETOR OR OTHERS  
WORKERS COMPENSATION ELECTION/REJECTION/REVOCATION FORM**  
Pursuant to State Insurance or Labor Code

Depending on your respective State Insurance or Labor Code, an Officer, Partner, Member, Manager, Sole Proprietor or Other individual may be required or permitted to either **ELECT** or **REJECT** workers compensation coverage. This form provides documentation of your decision as your state has not promulgated a form for this purpose. The coverage selection indicated below shall apply to all subsequent renewal policies until an insurer representative is properly notified of a change in coverage.

**Please fill in all sections that pertain to your company, sign and return to your insurer representative.**

<b>COMPANY NAME:</b>			
<b>MAILING ADDRESS:</b>			
<b>PHONE:</b>			
<b>CONTACT PERSON:</b>			
<b>TYPE OF COMPANY:</b>	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other – Describe:	

**SELECT ONE CHOICE ONLY:**

- The person(s) named below is/are **ELECTING** coverage.
- The person(s) named below is/are **REJECTING** coverage. *(Signature Required)*
- The person(s) named below is/are withdrawing the previous election of coverage. *(Signature Required)*
- The person(s) named below is/are withdrawing the previous rejection of coverage.

<b>TYPE OF INDIVIDUAL(S):</b>	<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Member
	<input type="checkbox"/> Partner	<input type="checkbox"/> Manager	<input type="checkbox"/> Other:
<b>NAME OF INDIVIDUAL:</b>	<b>TITLE:</b>	<b>SIGNATURE</b>	
1.			
2.			
3.			

**AUTHORIZED/SUBMITTED BY:**

<b>Full Name (Print)</b>	<b>Title</b>	
<b>Signature</b>	<b>Today's Date</b>	<b>Coverage Effective Date</b>

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**The Harry A. Koch Co.**

**Umbrella Policy**

Named Insured: Weeping Water Public School  
Insurance Company: Pending  
Policy Number: APP394237  
Policy Term: 9/1/2021 to 9/1/2022

<u>Limits:</u>	<u>Coverage Description:</u>
\$5,000,000	Each Occurrence
\$5,000,000	Annual Aggregate
\$10,000	Retained Limit

**Additional Coverages and/or Exclusions include, but are not limited to:**

<b>Description:</b>
Include Tort Liability Endorsement ( Limits per Nebraska Tort Claims Act are applicable)
Linebacker Public/EPL Coverage Form
Coverage for Professional Services
Abuse or Molestation – Follow Form
Law Enforcement Liability
Colleges & Schools Restrictive Endorsement

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**The Harry A. Koch Co.**

**Crime**

Named Insured: Weeping Water Public School  
Insurance Company: Pending  
Policy Number: APP394131  
Policy Term: 9/1/2021 to 9/1/2022

<b>Coverage Description</b>	<b>Limit 1</b>	<b>Ded 1</b>
Employee Theft	\$250,000	\$1,000
Forgery or Alteration	\$25,000	\$1,000
Money & Securities on Premises	\$25,000	\$1,000
Money & Securities Off Premises	\$25,000	\$1,000
Inside the Premises Robbery or Burglary of Other Property	\$500,000	\$1,000
Outside the Premises Money & Securities Other Property	\$500,000	\$1,000
Computer Fraud	\$100,000	\$1,000
Funds Transfer Fraud	\$100,000	\$1,000
Money Orders And Counterfeit Paper Currency		\$1,000
Add Faithful Performance of Duty Coverage include all employees and volunteers		
Social Engineering Fraud Insuring Agreement Endorsement		

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**The Harry A. Koch Co.**

**Marketing Summary**

Named Insured:           Weeping Water Public School  
Policy Term:               9/1/2021 to 9/1/2022

**We have approached the companies listed below for quotations on your account, and have the following results:**

- 1) Accident Fund (WC only)-Quoted \$18,482
- 2) Chubb – Crime/EPL – Declined – Class of business is outside of their appetite at this time
- 3) Cincinnati – Crime/EPL – Declined - Class of business is outside of their appetite
- 4) **EMC – Quoted – See attached**
- 5) **Risk Administration Services (WC only) – Quoted – See attached**
- 6) SFM (WC only) –Quoted \$16,057
- 7) Travelers – Crime – Not able to quote the EPL - can only quote the Crime

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**The Harry A. Koch Co.**

**Premium Summary**

Named Insured: Weeping Water Public School  
 Policy Term: 9/1/2021 to 9/1/2022

Description of Coverage	EMC	Option 2 - RAS
Property	\$22,804	\$22,804
Inland Marine	\$1,964	\$1,964
General Liability	\$2,271	\$2,271
Linebacker (Public Officials Liab)	\$2,885	\$2,885
Crime/Fidelity	\$763	\$763
Automobile	\$7,580	\$7,580
Workers' Compensation	\$21,426	\$13,321*
Umbrella	\$4,608	\$4,608
Cyber	\$673	\$673
Fee	\$7,520	\$7,520
<b>Total Estimated Premium</b>	<b>\$72,494</b>	<b>\$64,389</b>
<b>Carrier's A.M. Best Rating:</b>	<b>A XIV</b>	<b>A XIV A- VII</b>

\* The WC premium above contains commission dollars. All other lines of business were quoted net of commission. Any future commission dollars will be reduced from the fee totals above.

**Available Premium Payment Plans:**

**EMC:** - 20% down payment is needed in order to bind and 9 installments  
**RAS (WC):** 25% down and 10 installments

We accept online payments & you can review open invoices at <https://hakco.epaypolicy.com>  
 If an installment plan is selected, the insurance company may add a service charge to each installment.

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## The Harry A. Koch Co.

### **Important Notes and Comments Regarding Quotations:**

#### **Employers Mutual Company**

##### **Items to bind:**

- Signed Acord applications
- Computer Funds Questionnaire.
- Drivers list and drivers being acceptable. Carrier will need the Medical Acord form for any drivers over 75.
- Please provide insured contact.
- Carrier will assign risk improvement to inspect and complete valuations.

##### **Optional Quotes:**

- Employee Theft - \$250,000 limit = \$832
- Cyber \$1,000,000 Limit and \$10,000 Deductible = \$2,781 - Note Cyber requires completed questionnaire and acceptable responses on said questionnaire.

##### **Property:**

- Quote includes Limitations on Coverage for Wind/Hail Damage to Roof Surfacing. Carrier will not pay for cosmetic damage to roof surfacing caused by wind or hail.
- The walk in cooler is included in the BPP limit.
- Quote includes the Property Enhancement for Schools.
- The Fence and Scoreboard are both included under the Property Form as long as it's on premises.
- Business Income and Extra Expense Coverage (incl Rental) is included in the Property Form with a \$2,000,000 Per Occurrence Combined Limit.
- Ordinance or Law Coverage is included in the Property form. Coverage will not increase the limits of insurance
- Flood Coverage was quoted with a \$150,000 limit and a \$5,000 deductible. Refer to form for coverages and restrictions.
- Earthquake was quoted with \$150,000 limit, property deductible applies. Refer to form for coverages and restrictions.

##### **Inland Marine:**

- Equipment was quoted with 80% Coinsurance and a \$500 deductible.
- Carrier did not include coverage for Newly Acquired Equipment. This could also be included under the Business Personal Property.

##### **General Liability:**

- Carrier quoted Medical Expenses with a \$10,000 limit.
- Quote includes the Elite Extension for Schools.
- The GL policy is auditable
- Quote includes Professional Exclusion for Health Exercise Club
- Quote includes Trampoline Exclusion
- Special Events – Normal school activity is covered – see below for notes on special/scheduled events.
- To add Pollution coverage with \$1M/\$2M limits would be an additional premium of \$550
- Carrier will need a copy of the Management Liability dec page showing retro date of

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## The Harry A. Koch Co.

9/01/1987 or they will have to use inception date.

**Auto:**

- Carrier quoted Uninsured and Underinsured Motorists coverage with a \$1,000,000 limit.
- Quote includes the Auto Elite Extension Endorsement.

**Workers Compensation:**

- Quote includes the Sliding Scale Dividend. Dividend starts at \$25,000 premium
- Carrier used a 1.00 Experience Mod to rate the WC.

**Note on special/scheduled events:**

- A special event is a one-time or infrequently occurring event outside normal programs or activities of the sponsoring or organizing body. To the customer or guest, a special event is an opportunity for a leisure, social, or cultural experience outside the normal range of choices or beyond everyday experience. In the case of a school normal programs or activities could be: sporting events, standard school field trips to the zoo, academic competitions/activities. A special event for a school could be: a carnival on campus in which booths/rides are rented, Easter Egg Hunt, color run, music festival, craft fair, chili cook off, pancake feed, post prom, field day events, most any activity in which a contract for goods/services is signed, facilities or equipment is rented possibly renting a local hall to have a dance or fund raising activity. Also consider activities/events sponsored by others on insd premises.
- Therefore these events should be listed on the scheduled event questionnaire. The special event questionnaire will be used if more specific information is required for a particular event.
- We understand a school has many events and most events are just considered standard school activities and we do not need to know about them, some events we may need to add to the policy for a charge, other events we may not want to cover and ask that you find a special event policy for said event. If you have questions on a specific event please let me know.

**Important Notes and Comments Regarding Quotations:**

**RAS (WC):**

- Upon binding/issuance, insured must complete and send RAS an ERM-6 form to promulgate a mod rating with NCCI
- The quoted experience rating of .85 will be subject to change once NCCI promulgates its own mod for this insured

**Important Notes and Comments Regarding Quotations:**



**ALICAP**

WEEPING WATER PUBLIC SCHOOLS



May 12, 2021

Mr. Kevin Reiman  
Superintendent  
Weeping Water Public Schools  
204 West O  
Weeping Water, NE 68463

RE: ALICAP Insurance Broker Proposal

Dear Mr. Reiman,

Thank you for sending us Weeping Water's insurance specifications. It appears Weeping Water is seeking bids from an insurance broker or agent while they currently purchase coverage from ALICAP as a member owner (wholesaler). Local agent or broker services are an additional expense to the district and would need to be procured separate from ALICAP.

Public Risk Management acts as NASB/ALICAP's broker and not the individual member, although all our expertise is always available to you at no additional cost. We included a detailed "submission of proposal" to help clarify the relationships and how ALICAP operates.

The ALICAP Board of Trustees has approved a request for the Department of Insurance to approve a \$2,500,000 dividend to be returned to the members for the 21-22 policy term which means you will see a larger credit than last year.

The changes from the information you sent in the "Insurance Specifications" are additional coverage's, higher limits and various deductible differences. We have attached a comparison to outline the differences as requested.

We have also included the letter I emailed you in March regarding ALICAP and bidding. We urge you schedule an ALICAP Educational Session so you are aware of all the benefits ALICAP provides.

Thank you again for this opportunity.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Sheri L. Shonka', is written over a light blue horizontal line.

Sheri L. Shonka  
Managing Director

# STATE OF NEBRASKA

DEPARTMENT OF INSURANCE

## CERTIFICATE OF AUTHORITY

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

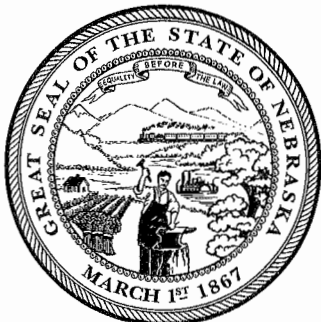
IS HEREBY AUTHORIZED AND LICENSED IN NEBRASKA TO TRANSACT THE BUSINESS AS A INTERGOVERNMENTAL RISK MANAGEMENT POOL IN THE STATE OF NEBRASKA AS DESCRIBED BY CHAPTER 44 OF THE INSURANCE STATUTES OF NEBRASKA:

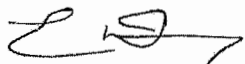
59223861  
NEBRASKA IDENTIFICATION  
NUMBER

May 01, 2021  
DATE ISSUED

April 30, 2022  
DATE EXPIRES

**SIGNED AT LINCOLN, NEBRASKA**



  
\_\_\_\_\_  
DIRECTOR OF INSURANCE

# Submission of Proposal

ALICAP, 1311 Stockwell, Lincoln, NE 68508. The certificate of authority is enclosed.

## **Historical and biographical description of ALICAP**

The origin of NASB Pooling began in 1981 when the NASB endorsed a property and casualty insurance program through Home Insurance Co. and administered by Fred. S. James & Co. of Nebraska. Dee Ricketts and Sheri (Farris) Shonka provided the marketing, underwriting and policy holder service for the sponsored insurance program. In 1985, the endorsed program moved to Aetna Insurance Co.

The hard insurance market of the late 1980's caused NASB to look for more creative ways to meet member's insurance needs. In the spring of 1990, followed by a survey of the membership as well as an actuarial study commissioned by the NASB, the Board of Directors authorized a concentrated effort to secure sufficient participation to initiate a workers' compensation pool.

The success of the pool was facilitated by Aetna's decision to reduce their workers' compensation exposure. Dale Siefkes and Bob Peterson worked with Sheri Shonka and Pat Ryan of Sedgwick/James (formerly Fred. S. James) and by late summer it became evident that the "critical mass" necessary was available to form the pool.

NASB submitted a proposal to the Nebraska Department of Insurance to form the Workers' Compensation Insurance Pool. With the courageous commitment of 32 original members, 54 total by year end and \$651,829 in contributions, authority was granted to begin operation effective September 1, 1990.

The organizational meeting of the newly formed Board of Trustees for the NASB Worker's Compensation Pool was held October 20, 1990.

The Trustees accepted the recommendations from the NASB staff, and administrative agreements were approved to appoint Sedgwick of Nebraska to provide brokerage, claims management, loss control, underwriting, insurance policy administration and member services for the pool.

As the insurance market softened, it became apparent that in order to continue to offer competitive workers' compensation rates to pool members, NASB needed to expand the existing workers' compensation pool and offer property/casualty coverage to its members. Thus, on September 1, 1996, following amendments to the original NASB Workers' Compensation Pool documents and approval by the Nebraska Department of Insurance, the NASB Workers' Compensation Pool became the NASB All Lines Interlocal Cooperative Aggregate Pool (NASB ALICAP).

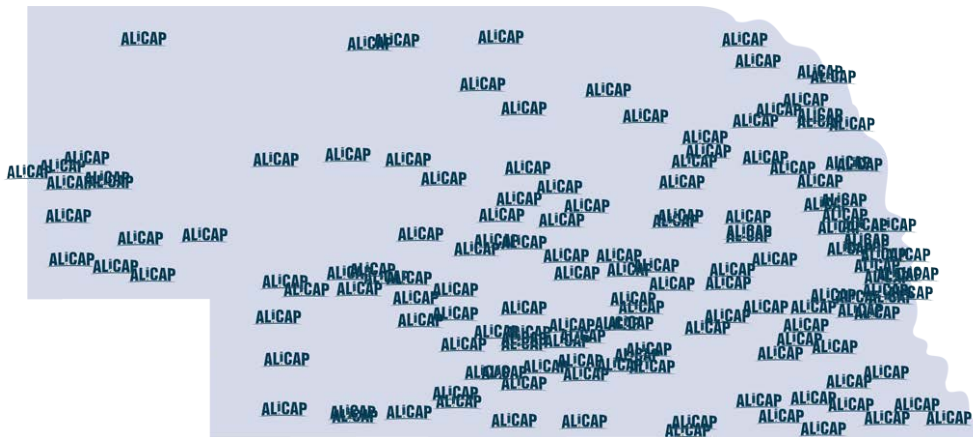
John Bonaiuto and Bob Peterson of NASB and Sheri Shonka and Pat Ryan of Sedgwick/James formalized the new ALICAP commitments to its member districts and ESUs. The pool would stabilize the insurance market for budget protection, return surplus and investment income as quickly as possible, provide customized loss control, members will have claims input with the protection of enhanced coverage at a competitive price. In return, ALICAP would require a long-term commitment from members who resolved to join the pool.

Workers' Compensation pool members as of August 31, 1996, that chose not to purchase property/casualty coverage from the new ALICAP, would be grandfathered in to the pool and allowed to remain Workers' Compensation only members.

Marsh & McLennan Co's acquired Sedgwick/James in 1999. Subsequently, Marsh split the brokerage segment of the operations away from claims management. Thus, Sedgwick Claims Management Services became a separate operating company. Dan Kosmicki replaced Bob Peterson, who retired in 2001 and Sheri Shonka and Pat Ryan formed Public Risk Management, Inc. (PRM). ALICAP Board of Trustees voted to move the services from Marsh to PRM in August, 2003 to retain the historical perspective and allow NASB and ALICAP members to maintain the strong relationship with Sheri and Pat.

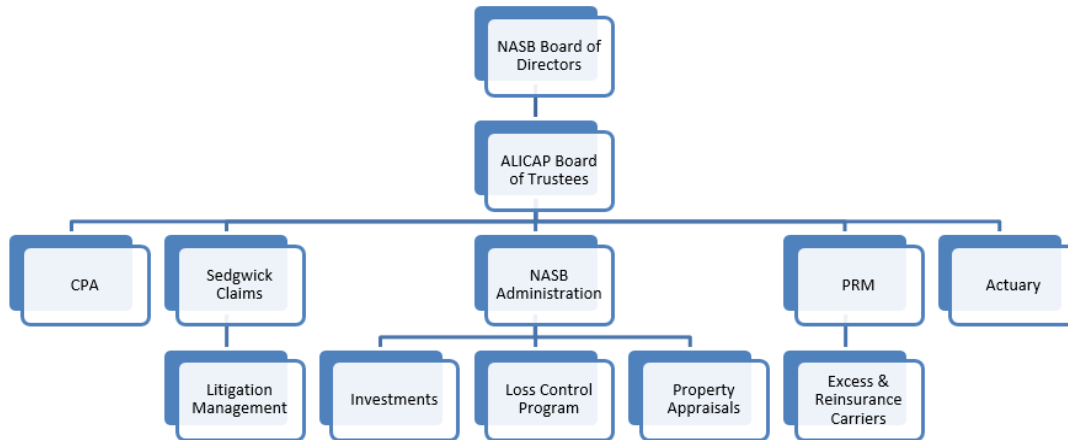
Megan Boldt at NASB became Director of ALICAP in February of 2009 along with Rachel Horstman acting as financial manager. Four committees were formed by the Board of Trustees to assist with the management of the pool. The committees are comprised of underwriting and marketing, claims, loss control and finance and audit.

Currently there are 175 member/owner districts and ESUs participating in the NASB ALICAP. Of these, 13 are workers' compensation only members.



# ALICAP

## Reporting Structure



### **Governance**

ALICAP was formed to amalgamate NASB member's risk as an alternative to traditional insurance. ALICAP operates in the State of Nebraska for public schools and is offered exclusively to NASB members under a Certificate of Authority issued by the Department of Insurance.

ALICAP is organized pursuant to the Nebraska Intergovernmental Risk Management Act (ss 44-4301, et seq.) and subject to Chapter 47 – Group Self Insurance Rule implementing the Intergovernmental Risk Management Act. Investments are governed by Article 51; Insurers Investment Act (Exhibits)

### **Bylaws and Participation Agreements**

The Department of Insurance regulates the pool's funding requirements as well as the Bylaws and Participation Agreement. ALICAP's Bylaws were approved by the Nebraska Department of Insurance as part of the NASB's original submission, and then adopted by the Board of Trustees at their first meeting on October 20, 1990.

The Participation agreement (formerly known as the Formation Agreement) requires that members maintain NASB membership in order to participate in ALICAP.

### Selection of Trustees

NASB ALICAP is governed by an eleven member Board of Trustees. The NASB Board of Directors appoints nine of the trustees for three-year terms. The other two Trustees, by virtue of their position within the NASB; the NASB Executive Director serves continuously and the other; the NASB Board President serves one year.

The selection of Trustees and specific powers of the Board are described in the Pool's Participation Agreement. Some of the operational duties of Trustees appear in the Bylaws.

Trustees are appointed each year at the January meeting of the NASB Board of Directors. A three member nominating committee, appointed by the NASB Board at its November meeting, makes nominations to the NASB Board. The NASB President and Executive Director, and one other person from a Pool-member school district are required to make up the nominating committee. Each year at the annual meeting in November, ALICAP members are given an opportunity to nominate persons to serve as Trustees. The nominating committee can also consider these individuals to serve.

To assure a close link between the Association and ALICAP, it has been the standard practice to try to obtain Trustees who also serve or have served on the NASB Board of Directors.

Megan Boldt keeps track of these appointments. We have learned by experience that when the Pool is audited by our CPA or the Nebraska Department of Insurance, considerable attention is given to these appointments and Conflict of Interest statements. A history of the appointments to the ALICAP Board of Trustees is kept in the master files.

### Trustee Meetings

The agendas, minutes, and materials for all of ALICAP Board of Trustees meetings are kept on file as part of the archives for the program.

The NASB staff has been careful to schedule a minimum number of meetings of the ALICAP Board of Trustees to respect the busy schedules of these volunteers.

The Trustee's meetings historically have been held in May, July and November and one tele-conference if it's deemed necessary. COVID changed these meetings to zoom meetings in 2020.

### November Meeting

The November meeting is held on Wednesday before the NASB/NASA State Annual conference. Traditionally this meeting is conducted for ALICAP Trustees to approve audited financials, the actuarial report, approve new members and investment

transactions. This meeting is also a chance to review the annual report, claims trends and prepare for the annual meeting of the members.

### May Meeting

Dividends are given only after a thorough review of pool year's data by the actuary, and recommendations have been approved by the ALICAP Board of Trustees, and then the request to issue dividends is submitted to the Nebraska Department of Insurance for their approval.

When the pool offered only workers' compensation, the Trustee meeting was held by conference call in May. Today, an actual meeting is held followed by a lunch retreat. The meeting allows the Board of Trustees time to determine and request the dividend to the Department of Insurance. Meeting in late May allows for the Department to approve the request before invoices are mailed to members the last week in July.

The lunch retreat provides the Board of Trustees an opportunity to discuss long-range planning ideas or ideas of interest.

### July Meeting

The Board of Trustees meets again in late July to review and approve the investment transactions, the investment policy, appoint the CPA and accredited Actuary, approve new members, coverage memorandums and the annual budget as required by law.

### Annual Members Meeting

The ALICAP organizational documents require that one meeting be conducted for all pool participants. This meeting has always been scheduled on the Wednesday afternoon just before the NASB/NASA Annual State Conference in November and is held immediately following the Board of Trustees meeting. Many board members and superintendents are in Omaha for the state conference and many do attend the annual meeting.

Members are given an overview of the financial status of the pool, any changes in coverage documents, claims report and loss control highlights. Members have an opportunity at this meeting to nominate individuals to serve as trustees.

### Public Notice

The NASB ALICAP is viewed as a public entity by the Intergovernmental Risk Management Act and is structured as part of the Inter-local Cooperative Agreement Act, and must meet the Open Meetings Law in Nebraska statutes. Meetings must be advertised in a newspaper and conducted in accordance with the open meetings laws 84-1407 through 84-1414.

ALICAP provides the public with legal notice of any meeting through the newsprint media. Historically, the Omaha World Herald was used. Currently the Lincoln Journal/Star is being used because it meets the test of the law and is less expensive.

### Agenda Preparation

Agendas for Trustee meetings have been prepared by NASB staff in consultation with the Chair of the ALICAP Board of Trustees. The agenda is driven by reporting requirements and/or expectations based on the Intergovernmental Risk Management Act, the Nebraska Department of Insurance, or the auditor. Other topics result from sound business practices.

### Minutes of Meetings

The minutes of the ALICAP Board of Trustees meetings and Annual Meeting are taken and prepared by the ALICAP pool secretary. The Trustees approve the prior meeting minute notes and make notations for correction.

The meeting minute notes can be found on file at the NASB office. These notes are organized and readily needed when the Pool is audited by the CPA or Department of Insurance.

The Open Meetings Law requires that every Trustee be individually polled and recorded on all motions.

### Conflict of Interest

The Nebraska Department of Insurance requires a Conflict of Interest statement by each member of the ALICAP Board of Trustees. The NASB staff assigned to work with the pool gathers these at the summer meeting each year.

## **NASB Administration**

NASB ALICAP is one of many service programs provided for local school boards by the Association. The NASB is responsible for creating the Pool in 1990 and NASB provides cost effective administrative services to pool members. The relationship of NASB to NASB ALICAP is established by a formal administrative agreement.

The IRS has determined that the Pool income is an “unrelated business income” and therefore expenses must offset income.

NASB ALICAP is directed and guided by the NASB Executive Director. The NASB Executive Director acts as the Chief Executive Officer and Administrator of ALICAP. The Executive Director supervises and controls all the business affairs of ALICAP and carries out the order of the Board and is responsible to the Board for efficient administration of

the affairs of ALICAP. The Executive Director has the powers and duties as determined by the NASB Board of Directors and the ALICAP Board of Trustees.

The NASB Executive Director assigns and delegates pool administrative responsibilities to NASB staff.

The NASB Board of Directors appoints the ALICAP Trustees.

### Responsibilities

NASB Staff – The leadership, management, and administrative responsibilities for the Pool are delegated by the NASB executive director to staff. These administrative duties include daily member relations, governing documents, budget and finances, investments, claims reports, experience modifiers, loss control activities and maintains the alicap.org website.

NASB gathers annual renewal exposure information from members and manages the underwriting database management system.

NASB communicates policy decisions, actions of the governing board and other activities to its membership through an annual report, regular newsletters and regional meetings.

Financial Management- the Pool's financial support for bookkeeping, posting and investments is provided by the NASB finance person in accordance with statute and Department of Insurance rules.

Working closely with our CPA, a format was created to produce financial reports for the Pool that would meet reporting requirements of the Department of Insurance.

Record Keeping- All Pool records are maintained by the NASB staff and all of those files are kept in the office.

Pool records are kept in three categories: 1) general Pool files, 2) district/ESUs in workers' compensation only, and 3) district/ESUs in All-Lines. Note: The all-lines files were established 9-1-96. Before that date, district/ESU workers' comp history will be found in the workers' comp file archives.

### Property Appraisals

ALICAP requires that property values be accurate to reflect replacement cost valuations. NASB staff manages the administration of ordering property appraisals on all new entrants to ALICAP as well as the ongoing rotation of current members at minimum once every three years.

## Loss Control Services

NASB manages and administers the ALICAP Loss Control program which is made up of seven retired superintendents broken out by region of the state. These representatives are required to make physical inspections of each district at minimum once a year.

## **Public Risk Management (PRM)**

NASB ALICAP contracts with Public Risk Management (PRM) to provide specialized administrative services which require professional insurance/pooling technicians. This has proven an effective and efficient approach to meeting ALICAP's needs. PRM's dedicated full-time staff maintains ALICAP's historical prospective, member relationships, as well as solicitation of new members and promoting NASB membership while serving as an information resource to NASB.

PRM issues all coverage documents and certificates of insurance required by ALICAP for participating members.

PRM conducts educational sessions for members interested in joining NASB through interest in ALICAP or bidding against the pool.

PRM will provide NASB members consulting services and write specialized bid specifications for schools interested in joining ALICAP. History has shown that the NASB has increased membership because schools were interested in joining ALICAP.

PRM underwrites each member of the pool for adequate rating of exposures, formalizes proposals and attends prospective member school board meetings to explain and answer questions. This meeting includes explanation on the steps necessary to join ALICAP.

PRM assists in providing underwriting data support to allow the actuary to carry out professional duties.

PRM assists in the development of the ALICAP annual budget specifically in areas pertaining to excess and reinsurance premiums, annualized loss fund and aggregate stop loss limits, marketing expenses and sponsorship responsibilities.

PRM attends and reports at all ALICAP Board of Trustee meetings.

PRM attends and reports at the Members Annual Meeting communicating required coverage amendments, program design changes, risk management education and marketing efforts.

PRM assists in developing marketing materials, brochures, media presentations to Board of Trustees and members.

PRM provides access to the National Council on Compensation Insurance (NCCI) to promulgate workers' compensation experience modifiers for each individual member of ALICAP.

### Local Agent Services to Members

PRM provides professional insurance agency services to all members of ALICAP including but not limited to coverage interpretation, auto identification cards, policy services, certificates of insurance and member exposure changes throughout the policy term.

PRM delivers coverage memorandums and policy booklets to new ALICAP member Superintendents reminding them of their commitment to ALICAP and the school's ownership in the equity surplus of ALICAP.

PRM acts as claims advocate for ALICAP members with respect to Sedgwick; the Claims Administrator and Excess and Reinsurance Carriers if claims concerns arise.

### Insurance Brokerage

PRM reports insurance market trends to the ALICAP Board of Trustees, including advice on effective strategies for managing ALICAP competition.

PRM provides professional expertise in the design of the ALICAP program including strategies to deal with catastrophic loss. See ALICAP graph for the current program design and Memorandum of Coverage in this section.

PRM formulates marketing materials and underwriting data to procure, on behalf of ALICAP, the necessary insurance and reinsurance coverage for protection of the pool.

PRM provides ongoing evaluations of the quality, stability and financial solvency of all insurance providers.

PRM maintains policy documents, endorsement changes, correspondence with insurance carriers documenting changes and agreements for regulators, auditors, actuary and pool member inquiries.

PRM participates in quarterly claims reviews to effectively communicate loss ratios to excess and reinsurance carriers.

PRM formulates the monthly aggregate claims data reports to NASB for financial reporting as well as excess and reinsurance carriers.

## **Sedgwick Claims Management**

Marsh purchased the Sedgwick Company, and the claims operation was put into a separate unit that maintained the Sedgwick name. Sedgwick Claims Management Services is independent of PRM operations. NASB staff and the member have a direct working relationship with Sedgwick claims personnel.

ALICAP provides members the services of the key individuals who have been working in the ALICAP dedicated unit at Sedgwick Claims Management Services. Jennifer Cheever is ALICAP's workers' compensation claims adjuster and Sarah Hudson provides property and liability claims adjusting services for the pool. Michelle Bock supervises the handling of all claims for the pool.

The NASB staff and PRM conduct quarterly claims reviews with Sedgwick to evaluate adjusting strategies. Quarterly claims reports are sent to member school districts and ESU's. This is valuable to participating districts because some careful study of the claims may help with their loss control efforts.

Sedgwick provides ALICAP with an administration agreement. Sedgwick has written procedures that include settlement authority structure, internal review and audit procedures and loss reserving and monitoring.

Sedgwick also maintains a comprehensive claims management information system, including tracking claims and distribution of status reports to members on a quarterly basis.

Sedgwick has been given the authority to provide Litigation Management when it becomes necessary to select attorneys.

Sedgwick is responsible for MMSEA monitoring and reporting.

## **Loss Control Program**

### History

In 2000, the Pool entered into an agreement with NASB to deliver the program. The trustees budget an annual expense amount allocated to reducing losses, including Safe Schools and Safe Alerts for all members included in their annual premium.

### Update

The loss control network continues to improve with each visit, and with the increasing knowledge base of our consultants. The consultant's primary focus is on workers' compensation claims.

Annual evaluation and adjustments guide the evolution of the plan as projected. Consultants are visiting an assigned list of school across the state each pool year.

The tasks for the consultants have remained as we envisioned in the beginning for this program, but have expanded to allow consultants to spend time with the safety chairs, heads of departments and others taking charge of safety issues on a local level. The time spent on each visit has increased as more contracts are been made.

Consultants send in standardized written report to NASB with each visit made. Consultants make recommendations and follow-up on the recommendations made on previous visits.

The standardized questions asked by loss consultants are updated each year as we draw from what was learned from the previous years. Questions are updated during the spring/summer of each year and are intended to be used during the following pool fiscal year visits.

Consultants have assisted in developing three separate safety booklets for para-professionals, food service employees and custodial/maintenance staff. Consultants have assisted in developing a safety committee guideline booklet and other information on Rule 10 and LB 757 (requiring a local safety committee).

Consultants have put on and presented information regarding safety issues at local events and at safety conferences.

The consultants meet on a regular basis and review accident reports, quarterly loss runs of each of their schools, discuss recent events and occasionally have outside experts in a variety of safety related fields make visits. Our service providers from PRM and Sedgwick CMS have assisted in providing training opportunities. Consultants continue to make use of the training services provided by Nebraska Safety Council. This program is constantly evolving, and we are working to develop new materials and information to share with pool members. The loss control program has begun making safety videos available to members.

ALICAP develops and sends out a risk alert letter and update to members each month.

ALICAP sends out quarterly loss summaries to members.

The duties and responsibilities of the loss consultants have remained the same as in 2001. The consultants increased knowledge and collection of accident reports is allowing each to better identify risks and recommend solutions.

Consultants have helped organize local safety committees and provided assistance where requested.

A web site for the Pool has been developed for the purpose of quick reference and informational needs of members.

Progress of the loss control service has been evaluated in terms of reducing claim numbers, lowering individual Pool member's Experience Modifier, improving member relations and providing a meaningful service to members.

The effects of the current loss control program approach have been evaluated, and the work we are doing in this area is making a difference. We have the very best possible situation because we have professional educators that have become loss control experts rather than insurance professionals that know loss control but very little about schools. Our approach to loss control provides a meaningful benefit to both our individual members and to the Pool as a whole. Our approach utilizes people who can easily relate to our members and who are well received by our members.

## **ALICAP Investments**

### Decision making

The NASB Finance person works with Wells Fargo Bank personnel to place our investments. Once the NASB insurance program manager has reviewed the plan, she and the investment banker are entrusted to handle the investments. All investments are authorized and governed by statute in Article 51 Insurers Investment Act, 44-5101 through 44-5154.

### Investment policy

Investments are made based on an investment policy first approved by Trustees in the fall of 1990. Subject to the prohibitions and restrictions contained in law, the general investment policy and objective of the NASB ALICAP Trustees shall be to provide to the participants of the Pool a high investment yield while maintaining liquidity and preserving capital by investing in permitted investments in accordance with applicable provisions of law and an adopted policy, which may be amended by the Trustees if they determine a change is needed. However, the policy has remained unchanged since it was originally adopted.

Rachel Horstman at NASB is responsible for layering or laddering the investments, and usually uses the plan from the prior years. It has been rare that we have had to cash in an investment before maturity.

### Safe keeping agreement

Department of Insurance auditors directed that a safekeeping agreement should be developed between the Pool and the bank, and that has been done.

## ALICAP versus Weeping Water Insurance Specifications

ALICAP	Specifications
<b>Property</b>	
\$400,000,000 limit	\$30,212,755 blanket limit
\$500 Deductible	\$2,500 Deductible
No \$25,000 Wind & Hail Deductible	Specifications note: "if applicable"
\$50,000,000 Earth Movement Limit	\$2,000,000 Earthquake Limit
\$500 Deductible for Earth Movement	5% Deductible Per Occurrence -Earthquake
\$50,000,000 Flood Limit	\$2,000,000 Flood Limit Per Occurrence
\$15,000,000 Flood Limit – Including Zone A	Excluding Zone A
\$500 Per Occurrence Limit for Flood	\$50,000 Deductible Per Occurrence -Flood
\$5,000,000 Personal Property of Others	Property of Others \$50,000
\$5,000,000 Property in Transit	Property in Transit \$50,000 Limit
No Property in the Open limit	Property in the Open within 1000 ft of Premises
Fences, signs, scoreboards, football field included in \$400,000,000 per occurrence	Fences Outside of Buildings \$50,000 Outdoor Signs \$100,000/\$5,000 undescribed
Pollution Cleanup from Covered Peril is included up to \$1,000,000	Pollution Cleanup \$100,000
\$50,000,000 Debris Removal	\$250,000 Debris Removal
\$25,000,000 Course of Construction	\$1,000,000 Increased Cost of Construction
\$5,000,000 Valuable Papers	\$250,000 Valuable Papers
\$10,000,000 Newly Acquired Property	\$2,000,000 Newly Acquired Property
\$10,000,000 Accounts Receivable	\$250,000 Accounts Receivable
<b>Inland Marine</b> \$500 Deductible included in \$400,000,000 limit	\$2,500 Deductible per occurrence \$100,000 Unscheduled \$5,000 Maximum
\$50,000,000 Earth Movement Limit	\$50,000 Earthquake
\$50,000,000 Flood Limit	\$50,000 Flood
\$15,000,000 Flood Limit - Zone A	
<b>General Liability</b>	
\$300,000 Fire Damage Legal Liability	\$500,000 Fire Damage Legal Liability
\$5,000,000 Limit of Liability	\$1,000,000 Limit of Liability
\$10,000,000 Aggregate	\$2,000,000 General Aggregate
<b>Automobile</b>	
\$500 Deductible Comprehensive	\$2,500 Deductible Comprehensive
\$500 Deductible Collision	\$2,500 Deductible Collision

<b>ALICAP Continued</b>	<b>Specifications continued</b>
<b>School Board Liability</b>	
Defense Costs are included in limit	Defense Cost Outside Limit of Liability
\$100,000 limit for Non-Money Claims	
<b>Crime</b>	
\$1,000,000 School Treasurer Included	\$250,000 School Treasurer Included
No Deductible	\$1,000 Deductible
\$1,000,000 Forgery or Alteration	\$25,000 Forgery or Alteration
No Deductible	\$1,000 Deductible
\$1,000,000 Theft, Disappearance	\$25,000 Theft, Disappearance
No Deductible	\$1,000 Deductible
\$1,000,000 Computer Fraud	\$100,000 Computer Fraud
\$1,000,000 Funds Transfer Fraud	\$100,000 Funds Transfer Fraud
No Optional Deductibles	\$5,000 Deductible Option
<b>Umbrella</b>	
Not Applicable	\$5,000,000 Each Occurrence/Aggregate
No Retained Limit	\$10,000 Retained Limit
<b>Cyber Liability</b>	
\$1,000,000 Cyber Liability Limit	\$2,000,000 Network and Information Liability
\$1,000 Deductible	\$25,000 Each Wrongful Act
\$1,000,000 Breach Notification	\$250,000 Breach Notification
\$1,000,000 Crisis Management	\$25,000 Crisis Management
\$1,000,000 Cyber Extortion	\$2,000,000 Cyber Extortion
\$75,000 Deductible	\$25,000 Deductible

# ALICAP

Nebraska Association of School Boards  
All Lines Interlocal Cooperative Aggregate Pool

## NASB ALICAP PREMIUM CONTRIBUTION BILLING STATEMENT

Original notice for policy year 2020-2021

9/1/20 through 8/31/21

Name of School District/ESU: **Weeping Water Public Schools**

### Workers Compensation:

<u>Class Code</u>	<u>Original estimated payroll</u>		<u>9/1/20 Pool Rates</u>	<u>Cost</u>
8868	\$3,026,175	X	.0047	\$14,223
9101	\$266,558	X	.0433	\$11,542
7380	<u>\$83,979</u>	X	.0650	<u>\$5,459</u>
Total	<u>\$3,376,712</u>			

Base premium contribution	\$31,224	
Experience Modifier ( <i>times</i> )	<u>0.85</u>	
Modified Premium	\$26,540	
Premium Size Discount ( <i>less</i> )	<u>\$2,348</u>	
contribution required per estimated payroll figures		<b>\$24,192</b>

**Property, Liability, Boiler and Machinery, Errors and Omissions: \$58,461**

**Contribution Due for 20-21 policy year \$82,653**

### Credits:

Owner Dividend Credit (3990)  
Loss Control Credit Q

**Total Credit (3990)**

**Net Contribution Due for 20/21 Policy Year \$78,663**

#### Legend of Classification Codes:

8868 = Professional employees, teachers, administrators, aides and clerical

9101 = Custodians, cooks, and all other employees

7380 = Bus Drivers

**PLEASE MAKE CHECKS PAYABLE TO AND REMIT TO**

NASB ALICAP  
1311 Stockwell Street  
Lincoln, NE 68502

Billing is subject to adjustment based upon audited payroll figures or upon any applicable statutory requirement.

**Payment due no later than September 30, 2020**



TO: Kevin Reiman  
FROM: Sheri Shonka  
DATE: March 29, 2021  
RE: ALICAP and Bidding

School Superintendents and Board Members are entrusted by the public to determine the best value when spending tax dollars. Funding the school's exposure to risk is part of that decision. Your school board made a long-term commitment on 9/1/2012 to join ALICAP as an owner. You were not large enough to self-insure but elected to cooperate with other Nebraska schools to manage your losses and gain financially. Essentially, you became an owner of your own insurance program.

Weeping Water Public Schools has received **\$13,816** in total dividends as a result of their ownership and currently has **\$21,234** in future dividends when amounts are declared by the ALICAP Board of Trustees. Your district must maintain membership in NASB and ALICAP in order to receive future dividends.

The insurance market cycle is "hard" right now meaning there is limited capacity, higher deductibles, limited coverages at higher premiums. When taking bids and comparing ALICAP coverages to those alternatives, we suggest a deep review and understanding of what you are losing should you leave the pool.

ALICAP is managed by the Intergovernmental Risk Management Act and, if you choose to leave the pool, you would need to inform ALICAP members and the Department of Insurance 90 days prior to renewal. The renewal date is September 1st so a letter must be submitted by June 1st. Once you request to leave, you will forfeit the equity you have built up and will be treated as a new member if you wish to rejoin.

Your school is not required by law to bid ALICAP but taking quotes, however, you should view this as competing against yourself because you own the pool.

Please see the following:

According to State statute 23-3109 on **Competitive bidding; when not required; waiver of bidding requirements; when.**

- (1) Competitive bidding shall not be required (a) when purchasing unique or noncompetitive items, (b) when purchasing petroleum products, **(c) when obtaining professional services** or equipment maintenance, or (d) when the price has been established by one of the following: (i) The federal General

Services Administration; (ii) the materiel division of the Department of Administrative Services; or (iii) **a cooperative purchasing agreement** by which supplies, equipment, or **services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity.**

Switching carriers could cost your district thousands of dollars in uncovered claims. ALICAP offers the broadest coverage on the market. In the event you elect to take quotes, please ask your local agent/carrier to include the following coverage you have with ALICAP in the proposal. The agent may need copies of your ALICAP "coverage memorandum," the pool memorandum document and 5 years of detailed loss runs.

Include quotes with the following coverage which you currently have with ALICAP:

- Blanket Building and Contents for replacement cost of building, contents and outdoor property and no coinsurance penalty at a **\$500 property deductible.**
- Earthquake & Flood \$50,000,000
- Flood Zone "A" or 100 year flood plain \$15,000,000
- Building Ordinance \$50,000,000
- Debris Removal \$50,000,000
- Extra Expense \$50,000,000
- Replacement Cost on Busses if 2 or more are damaged
- Employee Dishonesty \$1,000,000
- School Board Errors & Omissions \$5,000,000 limit with 9/1/1987 retro date
- **Cyber Liability and Regulatory Coverage \$1,000,000 with a 9/1/2017 retro date**
- Privacy and Security Breach Response \$1,000,000
- PCI DDS Assessments Coverage \$1,000,000
- Cyber Extortion \$1,000,000
- Business Income and Digital Assessment Restoration \$1,000,000
- **Pollution Liability (including mold remediation) \$1,000,000 limit (retro date 9/1/2017)**
- **No retroactive date for Employment Practices Liability**

If any agent or carrier suggests that you don't need any of the coverage mentioned above, PLEASE ask them to put that in writing and keep this document in a safe place.

ALICAP has had one member leave the pool and return. We suggest a ALICAP Educational session before making a decision to leave the pool.

Please feel free to contact me if you have any questions.

Sheri Shonka  
877-649-4612

cc: Mr. Adam DeMike  
School Board President



## Membership Interest Statement

**Report for Member District:**

*Weeping Water Public Schools*

Weeping Water Public Schools has been a member of ALICAP since 9/1/2012. Thank you for your continued membership with the ALICAP program. Your commitment and ownership in ALICAP has resulted in **\$13,816** in dividends, and your district has high potential of receiving additional annual dividend credits in future years of membership.

ALICAP's Total Surplus as of August 31, 2020

**\$12,773,826**

Your Percentage of Ownership through Paid Contributions

**.00166**

Your Ownership of Current Surplus/Future Dividends

**\$21,234**



## 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/ESU'S

[WWW.ALICAP.ORG](http://WWW.ALICAP.ORG)



1311 STOCKWELL STREET | LINCOLN, NE 68502  
LOCAL: 402-423-4951 | TOLL FREE: 800-422-4572  
[WWW.NASBONLINE.ORG](http://WWW.NASBONLINE.ORG) | [@NASBONLINE](https://twitter.com/NASBONLINE) | [#LIVENASB](https://facebook.com/LIVENASB)

## Board Policy 5045.2

### Fees for Fitness Center

Resident/Alumni/Staff Membership - No Membership Fee - \$20 Annual FOB Fee / \$5 for one additional FOB

- \_\_\_\_\_ Residents of the Weeping Water Public Schools District
- \_\_\_\_\_ Alumni of WWHS (Allowed on additional person)\*
- \_\_\_\_\_ Staff of WWPS (Allowed on additional person)\*
- \_\_\_\_\_ Parents of students who have opted into the district
- \_\_\_\_\_ Additional people as granted Superintendent or BOE - The Superintendent or Board may grant additional people access if they determine access fits within the Board's intent.

\* The plus 1 is set at the Sign-up / August renewal date and cannot change during the membership year.

Non-Resident Memberships – Anyone who does not qualify for the Resident/Alumni/Staff Membership

#### Individual Membership

- \$40 monthly Membership Fee\*\* plus an annual FOB Fee
- \$440 annual Membership Fee (annual FOB Fee waived)

#### Couple Membership

- \$70 monthly Membership Fee \*\* plus an annual FOB Fee
- \$770 annual Membership Fee (annual FOB Fee waived)

#### Family Membership

- \$100 monthly Membership Fee \*\* plus an annual FOB Fee
- \$1100 annual Membership Fee (annual FOB Fee waived)

\*\* Monthly fee requires the members provide a debit/credit card and allow for automatic monthly charges.

**RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE SCHOOL DISTRICT'S FITNESS CENTER**

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

**Declaration.** I do hereby declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my safe participation or use of the facilities and equipment. I do further hereby acknowledge that I must obtain a Physician's approval for my participation in exercise/fitness/weight loss activities at the fitness center, including the use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to utilize the amenities of the fitness center without the approval of a Physician and do hereby assume all responsibilities.

**Acknowledgment of Risks.** I understand and agree that fitness activities, equipment, and amenities available in the fitness center may be strenuous and/or hazardous and I should contact a healthcare professional or doctor before beginning any new activities or weight loss program. **I am voluntarily participating in these activities and using the facilities and equipment of with full knowledge of the dangers involved.** I understand the risks associated with weight lifting and other available exercise amenities in the fitness center, including cardiovascular and other fitness activities, and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or even death. **I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.**

**Release, Waiver and Indemnification.** In consideration of permission granted by the District to use the District's fitness center, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the District and the parties named above for all personal injuries or loss of property which I incur by using the fitness center and its equipment or that otherwise result from my participation in any fitness center activities, whether such injuries are caused by my negligence or the negligence of the District or any of its employees, representatives, or volunteers. I agree to indemnify the District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

**Responsibility for Supervision.** I understand that the fitness center will be available to me only during hours designated by the administration, and that I am responsible for my own use of the fitness center and equipment at all times. I will inspect the facilities and equipment of the fitness center upon each visit before using any equipment. The District provides no training, supervision, or assistance. The District is not responsible for lost, stolen, or damaged property.

**Compliance with Rules.** I agree to abide by all District and fitness center rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me pertaining to the use of the fitness center.

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

**THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.**

Clearly PRINT the following information:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## **WWPS Fitness Rules and Regulations – Regulation 5045.2**

By signing this Agreement, you acknowledge that Weeping Water Public Schools (“District”) may establish rules and regulations governing the conduct of guests using the fitness facility, and you agree to follow them. These include but are not limited to hours of availability, limitations on use of amenities and/or equipment, and limitation of access upon no notice to the Applicant.

**Services and Access:** The District agrees to provide you with use of its facilities and equipment available in the fitness center. The District reserves the right to add or delete services, amenities, and hours. You will be provided a key to access the fitness center. The annual cost for the FOB and access is listed in the application.

Access is limited to the weight room, walking track, main gym and adjacent areas. Membership does not grant the member access to the rest of the school facility. Individuals who access other parts of the facility may have their access revoked.

**Superior Interest in Usage.** The primary use of the fitness center is for District students and programs. The District reserves the right to close the fitness center to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

**Compliance with Laws:** In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties. The Applicant understands this may limit access to the facilities with no notice provided to the Applicant.

**Video Monitoring:** The District uses video cameras on its property and makes recordings as part of its security processes. Video cameras may be used in locations deemed appropriate by the District.

**Unauthorized Use:** Use of the facility is limited to those individuals who have paid the appropriate fee and sign the necessary documents. If any member allows a non-member to use the facility, that member will be fined \$10 per day per non-member. This fine applies to both resident and non-resident members. A non-member is anyone who has not signed the waiver and paid the appropriate fee. Accumulating a fine of \$40 without payment or failure to pay a prior fine upon the August renewal, the member’s access will be denied.

Membership renewal – The Fitness Center year runs September 1<sup>st</sup> through August 31<sup>st</sup>. All members are required to renew their membership in the month of August. New members who enroll in the middle of the year will have their membership fees prorated.

### **WWPS Fitness Center Regulations**

- No tobacco, drugs, or illegal substances of any kind are allowed in the facility or on grounds.
- Disrupting or interfering with the workout of another patron is not permitted. Respect the rights of others by using courteous and appropriate behavior. Profanity is not allowed.
- Personal headsets or earbuds are welcome as long as the volume is not disruptive to others.

- No personal boom boxes, blue tooth speakers, or stereos allowed.
- Food is not allowed in the facility or in programs. Closed beverage containers are permitted. No glass containers are allowed.
- Please wipe down the equipment before and after use.
- No equipment is to be moved from its designated area and may not be taken out of the Fitness Center.
- Use of a towel while working out is highly recommended. We do not provide towels. Please bring your own.
- Weight plates are not to be leaned against equipment stands and machines.
- After utilizing equipment, strip bars and return plates and dumbbells to proper storage areas.
- Dumbbells and weight plates cannot be dropped on the floor for any reason.
- Please perform exercises with weight that you can safely lift without the need for spotting or contact with others.
- It is the member's responsibility to follow posted rules.
- Use of the Fitness Center is considered a privilege. Individuals who do not comply with the established policies will be asked to leave and may have their membership revoked.

### Hours

The fitness center is open to the public when not in use by the school.

As a general rule during the school year, the fitness center is closed:

- Monday through Friday 6:30am to 6:30pm
- During school fine arts convocations, honors nights and banquets held in the main gym.
- During large athletic tournaments / events
- The walking track is closed during regular season games in the main gym.

Summer hours are determined in May and will be posted accordingly. The fitness center is closed:

- During School Lifting Sessions
- The walking track is closed during summer league games/camps in the main gym.

The District reserves the right to close the fitness center to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

## **Weeping Water Public Schools Fitness Center Usage Application and Agreement**

Primary Applicant

\_\_\_\_\_  
Last Name First Name

\_\_\_\_\_  
Street Address City State Zip

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Secondary Applicant - not applicable for nonresident individual membership

\_\_\_\_\_  
Last Name First Name

\_\_\_\_\_  
Street Address City State Zip

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

School Age Children – not applicable for nonresident individual /couple membership

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Emergency Contact: \_\_\_\_\_

- Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_
- Relationship of Emergency Contact: \_\_\_\_\_
- Email of Emergency Contact: \_\_\_\_\_

**FOB #** \_\_\_\_\_ **FOB #2** \_\_\_\_\_

# Membership Type

Resident/Alumni/Staff Membership - No Membership Fee - \$20 Annual FOB Fee / \$5 for one additional FOB

- \_\_\_\_\_ Residents of the Weeping Water Public Schools District
- \_\_\_\_\_ Alumni of WWHS (Allowed on additional person)\*
- \_\_\_\_\_ Staff of WWPS (Allowed on additional person)\*
- \_\_\_\_\_ Parents of students who have opted into the district
- \_\_\_\_\_ Additional people as granted Superintendent or BOE - The Superintendent or Board may grant additional people access if they determine access fits within the Board's intent.

\* The plus 1 is set at the Sign-up / August renewal date and cannot change during the membership year.

Non-Resident Memberships – Anyone who does not qualify for the Resident/Alumni/Staff Membership

- \_\_\_\_\_ Individual Membership  
\$40 monthly Membership Fee\*\* plus an annual FOB Fee  
\$440 annual Membership Fee (annual FOB Fee waived)
- \_\_\_\_\_ Couple Membership  
\$70 monthly Membership Fee \*\* plus an annual FOB Fee  
\$770 annual Membership Fee (annual FOB Fee waived)
- \_\_\_\_\_ Family Membership  
\$100 monthly Membership Fee \*\* plus an annual FOB Fee  
\$1100 annual Membership Fee (annual FOB Fee waived)

\*\* Monthly fee requires the members provide a debit/credit card and allow for automatic monthly charges.

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## Office Use

Payment Type:

Cash

Check: Check number \_\_\_\_\_

Debit/Credit ACH set up in system

Date; \_\_\_\_\_

Received by: \_\_\_\_\_

