



Western Nebraska
Community College

Sexual Harassment and Title IX
Compliance Report – 2023

Submitted by:

Kathy Ault, HR Executive Director
and Title IX Coordinator

September 14, 2023

As required by *Neb. Rev. Stat. §85-608*, Western Nebraska Community College (WNCC) submits the following Sexual Harassment and Title IX Compliance Report to the Clerk of the Legislature and the Education Committee of the Legislature on September 15, 2023.

Information for the 2023 report is as follows:

(a) Results of any campus climate survey related to sexual harassment:

1. Western Nebraska Community College did not complete a campus climate survey related to sexual harassment during the reporting period. WNCC is scheduled to survey students and employees in October 2023.

(b) Information related to the training provided to Title IX coordinators, investigators, and decisionmakers regarding sexual harassment;

2. Western Nebraska Community College is a member of the Association of Title IX Administrators (ATIXA). ATIXA provides a variety of training opportunities that WNCC Title IX Team Members can attend, appropriate to their designated institutional role(s). Current certifications held by the Title IX Team include:
 - a. ADA/Section 504 Foundations for Higher Education
 - b. Civil Rights Investigator Level One Certification
 - c. Civil Rights Investigator Level Two Certification
 - d. Civil Rights Investigator Level Three Certification
 - e. Civil Rights Investigator Level Four Certification
 - f. Title IX Compliance & Athletics Certification
 - g. Title IX Coordinator & Administrator Level One Certification
 - h. Title IX Coordinator & Administration Level Two Certification
 - i. Title IX Coordinator & Administrator Level Three Certification
 - j. Title IX Hearing Advisors Certification
 - k. Title IX Hearing Officer & Decision-Maker Certification
3. On August 25, 2022, W. Scott Lewis, J.D., Managing Partner with TNG and co-founder/advisory board member of ATIXA, was on campus to provide role-specific, best practice-focused training for several key groups, including the Athletics, Title IX, and Student Life teams. (See Appendix A)
4. The Title IX Team meets bimonthly to review policy and procedure, to conduct tabletop exercises, and to discuss relevant topics and definitions.
5. More information about recent Title IX training can be found in the Other Resources section of the WNCC Title IX Compliance webpage: <https://www.wncc.edu/about-wncc/consumer-information/title-ix-compliance>

(c) Any policies, initiatives, or grievance procedures the postsecondary institution has adopted to address sexual harassment;

1. Board Policy BP-720 – Equal Opportunity Employer/Non-Discrimination
<https://go.wncc.edu/equal-opportunity-employment-non-discrimination>
2. Administrative Procedure PP-720 Discrimination, Harassment, or Retaliation Complaint Operating Procedure <https://go.wncc.edu/non-discrimination-procedure>
3. Board Policy BP-721 Sexual Harassment Policy (Regulatory Policy Standards)
<https://go.wncc.edu/sexual-harassment>

4. Administrative Procedure AP-721.01 Sexual Harassment Grievance and Investigation Procedures <https://go.wncc.edu/SexualHarassment>

(d) Information on where the postsecondary institution's students and employees may receive immediate emergency assistance to address instances of sexual harassment;

1. Students and employees are able to receive immediate emergency assistance to address instances of sexual harassment by contacting the Title IX Coordinator, a Title IX Deputy Coordinator, an Official with Authority or the College's Campus Security Officer. By contacting one of these individuals or by visiting WNCC's Title IX Compliance webpage, students and employees receive the Sexual Harassment-What You Need to Know brochure which includes emergency contacts and resources, reporting options, supportive measures, and community resources. <https://www.wncc.edu/about-wncc/consumer-information/title-9-info/sexual-harassment-flyer-2023.pdf>
2. WNCC's Counseling Center is available to provide emergency assistance.
3. WNCC has a professional staff member from the Student Life department on call 24/7 to respond to any student emergency.
4. In addition, through an interlocal cooperative agreement with the Scottsbluff Police Department, WNCC employs a Campus Resource Officer who is available to provide emergency assistance.

(e) Information on how the postsecondary institution's students and employees may report concerns of sexual harassment to the postsecondary institution;

1. Students and employees may report concerns of sexual harassment in several different ways including:
 - a. Completing a report through WNCC's website at go.wncc.edu/incidentreport
 - b. Emailing, calling, or meeting with the Title IX Coordinator or a Title IX Deputy Coordinator
 - c. Reporting concerns to any Official with Authority or any college employee, who will then forward the concern to the Title IX Coordinator for further appropriate follow-up.
2. Information about how to report is made available to students and employees in the following ways:
 - a. At new hire and new student orientation, and annually through the Title IX-WNCC is a Place of Respect and Safety poster (See Appendix B).
 - b. In the College Catalog <https://www.wncc.edu/academics/academics-pdfs/wncc-2023-2024-catalog-final.pdf> and in course syllabi.
 - c. On the Title IX Compliance webpage <https://www.wncc.edu/about-wncc/consumer-information/title-ix-compliance>
 - d. In the Title IX-What You Need To Know brochure, which is printed and distributed around campus, and posted on the Title IX Compliance webpage <https://www.wncc.edu/about-wncc/consumer-information/title-9-info/sexual-harassment-flyer-2023.pdf>
 - e. By the Campus Resource Officer to any students or employees who report incidents.
 - f. In Administrative Procedure AP-721.01 Sexual Harassment Grievance and Investigation Procedure <https://go.wncc.edu/SexualHarassment>

- g. In WNCC's Annual Campus Security and Fire Report published annually by October 1st <https://www.wncc.edu/about-wncc/campus-safety/index>

(f) Information on resources, programs, and support available to the postsecondary institution's students and employees to address concerns of sexual harassment;

1. Information regarding resources, programs and support available to students and employees is provided in the following ways:
 - a. At new hire and new student orientation, and annually through the Title IX-WNCC is a Place of Respect and Safety poster (See Appendix B).
 - b. In the Title IX-What You Need To Know brochure, which is printed and distributed around campus, and posted on the Title IX Compliance webpage <https://www.wncc.edu/about-wncc/consumer-information/title-9-info/sexual-harassment-flyer-2023.pdf>
 - c. By the Campus Resources Officer.
 - d. Confidentially, at the WNCC Counseling Center for WNCC students.
 - e. By the Employee Assistance Program (EAP) for WNCC employees.
 - f. By the DOVES Program, which provides sexual, domestic, and dating violence services and prevention on campus several times each year.
 - g. Consent Is Key door hangers which are hung on all residence hall doors. (See Appendix C)

(g) Information on any of the postsecondary institution's student or employee-led organizations engaged in supporting victims of sexual harassment;

- WNCC's Criminal Justice Instructor, with approval of the institution, works closely with The DOVES Program (Sexual, Domestic & Dating Violence Services & Prevention) to provide training and informational presentations to our students. Campus visits include:
 - A DOVES representative worked closely with our Criminal Justice Instructor and gave several presentations to the Criminal Justice students
 - DOVES provided booths at the WNCC Club Fair, the Safety and Healthy Relationship Fair, and during Criminal Justice Day where high school students are on our campus.
 - DOVES provided in-person training for Residence Assistants, WNCC Scholars, and all Residence Life students.
 - Presentations brought to campus include; Introductions to The DOVES Program, Investigations, Healthy Relationships, Police and Community, Contemporary Issues-Brain Injury, Domestic Violence, and Stop Violence Against Women (See Appendix D).

(h) Any agreement between the postsecondary institution and a local law enforcement agency or the county attorney related to addressing instances of sexual harassment.

Western Nebraska Community College has an Interlocal Cooperative Agreement with the City of Scottsbluff to provide a Campus Security Officer. (See Appendix E)

Appendix A

W. Scott Lewis, J.D.

Title IX Training Day

August 25, 2022

- **9:00 a.m. to 9:30 a.m.** – arrive and set up
- **9:30 a.m. to 11:30 a.m.** – Athletics Staff (15-20 people, mostly early career coaches)
 - Student first, athlete second
 - Understand the weight of their responsibility as coaches, how not to be the schools who are in the news, give examples of how athletics can go wrong
 - Conflict about wanting the “best players” to be available to play
 - Esports chat and other potential issues
- **11:30 a.m. to 2:00 p.m.** – Title IX Team meeting and lunch (approximately 15 people, mix of established, mid and very new)
 - Topics suggested by the Team
 - Discuss “Evidence Buckets” and help with determining what goes where
 - Hearings – this is obviously very broad. We have not had a hearing since implementing the new regs and our team feels unprepared. Do you have any suggested areas of focus that would fit in our allotted time? Also maybe talk about proposed changes with hearings.
 - Best practices as we prepare for the proposed changes. The things ATIXA feels are most likely to make it to implementation. The biggest changes we should be preparing for.
- **2:00 p.m. to 2:30 p.m.** – break
- **2:30 p.m. to 4:00 p.m.** – Student Life Staff (10-15 people, almost entirely early career staff with little Title IX knowledge, RA’s)
 - Residence hall issues
 - Intersection with SRO (MOU attached), law enforcement and Residence Life. Where the boundaries are.

TITLE IX

Title IX prohibits sex discrimination in educational institutions that receive federal funding.



The ban includes sexual harassment, sexual assault, dating violence, domestic violence, and stalking.



WNCC's policy applies to all members of the WNCC community: employees, regardless of their classification or status, and students.



Retaliation for reporting is prohibited by law and covered under Title IX.



WNCC IS A PLACE OF RESPECT AND SAFETY

Western Nebraska Community College is committed to providing an environment free from discrimination on the basis of sex and provides resources and services to assist students, faculty and staff in addressing issues involving sex discrimination.

WHERE TO REPORT INCIDENTS

WNCC responds to all complaints concerning discrimination and harassment, and has dedicated administrators to handle Title IX concerns.

REPORT A CONCERN/INCIDENT ON THE WEBSITE

go.wncc.edu/incidentreport

TITLE IX COORDINATOR

Kathy Ault | aultk@wncc.edu
Human Resources
1601 E. 27th Street | Scottsbluff Campus
308.635.6350

IN CASE OF EMERGENCY

If you have experienced sexual or domestic violence, get to a safe place, call 911, and seek medical attention at the nearest hospital.

ON CAMPUS CONFIDENTIAL SUPPORT RESOURCES

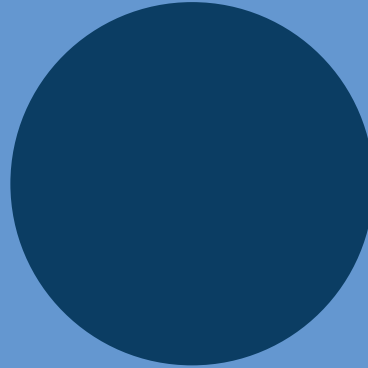
Norman J. Stephenson, M.S., LADC, LMHP, CPC, LIMHP
Counseling Director
stephens@wncc.edu
P:308.635.6090
F:308.635.6023

To schedule an appointment, call 308.635.6050 or email counseling@wncc.edu.

Western Nebraska Community College does not discriminate on the basis of race, color, religion, national origin, sex or gender, age, disability, marital status, military veteran status, sexual orientation, gender expression/identity, or political affiliation, in its policies, practices, and activities related to employment, admissions, educational services/programming, student services/activities, or financial aid; as expressly prescribed by institutional policy, state and federal laws, regulations, and executive orders



CONSENT IS KEY



WHO?

All people have the ability to give consent. Between friends, romantic partners, and People on the street

WHAT?

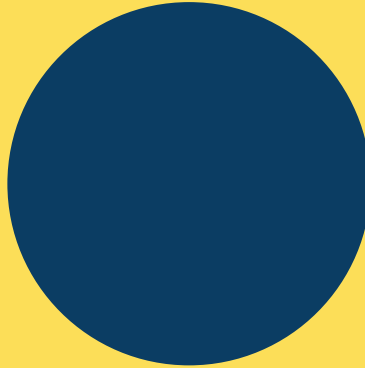
What is Consent? At the root, consent is the agreement to do something or permission for something to happen.



If someone is unconscious or under the influence of a substance, they are **UNABLE** to give Consent in any form.

Have a concern? Contact the
WNCC Title IX team at:
titleix@wncc.edu

CONSENT IS KEY!



WHEN?

From handshakes to hugs, **ALWAYS** obtain consent. With **Romantic Partners**, discuss with them their comfort level on certain activities and **STOP** if they say no.

Silence is NOT Consent!
Consent CAN be revoked!
Consent must be EXPLICIT!

WHERE? Everywhere you go!



**Western Nebraska
Community College**

**Have a concern? Contact the
WNCC Title IX team at:
titleix@wncc.edu**

Tuesday, February 28, 2023



STOP VIOLENCE

AGAINST WOMEN

Bishop Dining Hall at 7:00 pm

Join us for a presentation from Lisa Peden, a representative of the DOVES program

Res Life Presents a seminar in partnership with the Scottsbluff DOVES program.

**INTERLOCAL COOPERATION AGREEMENT
FOR SECURITY OFFICER**

The parties to this Interlocal Cooperation Agreement for Security Officer ("Agreement") are the City of Scottsbluff, Nebraska, A Municipal Corporation, hereinafter referred to as "**CITY**", and Western Nebraska Community College, hereinafter referred to as "**COLLEGE**" who agree to provide the services of a Security Officer, hereinafter referred to as "**SO**" for the **COLLEGE**.

WHEREAS, the **CITY** and **COLLEGE** share the goal of promoting safety at the **COLLEGE** and a positive **COLLEGE** environment;

WHEREAS, the **CITY** and **COLLEGE** acknowledge that crime prevention is most effective when the **CITY** and the **COLLEGE** are working together in a positive and collaborative manner;

WHEREAS, the **CITY** and **COLLEGE** have each committed funds to pay the costs of assigning two (2) **SOs** at the **COLLEGE**; and,

WHEREAS, the purpose of the **SO** Program is to have police patrol, investigation, traffic regulation, and law enforcement activities conducted specifically in the **COLLEGE** environment and on **COLLEGE** premises.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, **CITY** and **COLLEGE** agree as follows:

1. **Purpose** - The **COLLEGE** and **CITY** propose to accomplish the following with regard to having a **SO** in the **COLLEGE**:

1.1 To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;

1.2 To create a common understanding that: (a) **COLLEGE** administrators, faculty and staff are ultimately responsible for **COLLEGE** discipline and culture; (b) **SOs** should not be involved in the enforcement of **COLLEGE** rules; and (c) a clear delineation of the roles and responsibilities of **SOs** as to student discipline, with regular review by the Parties, is essential;

1.3 To act swiftly and cooperatively when responding to major disruptions and criminal offenses at the **COLLEGE**, such as: security threats; terrorist activity; disorderly conduct; the possession and use of weapons on campus; the illegal possession, sale and/or distribution of controlled substances; and civil unrest;

1.4 To report crimes and to cooperate with law enforcement officials, and other criminal justice agencies, in their investigations that occur at the **COLLEGE** and **COLLEGE** related activities, both on and

off campus;

1.5 To encourage **SOs** to provide traffic control at **COLLEGE** when deemed necessary for the safety and protection of students and the general public when the regular patrol officer/deputy is not available; and

1.6 To promote respect for law enforcement officers, the **CITY** shall require the **SOs** to conduct themselves in a professional manner.

2. **Term and Cost Share** - **CITY** and **COLLEGE** agree to fully fund for one (1) year, beginning January 13, 2020 and ending December 31, 2020, the costs of the **SO**. The **COLLEGE** shall pay an amount equal to fifty percent (50%) and the **CITY** shall pay an amount equal to fifty percent (50%) of the costs, which are defined as the 9 month salary and fringe benefits including pension, FICA, disability, health & life insurance for two (2) full-time **SOs** working forty (40) hours per week during the school term. **CITY** will bill **COLLEGE** quarterly for **COLLEGE'S** share of the payments due hereunder, and **COLLEGE** shall pay such bills within thirty (30) days after the bills are received.

3. **Overtime** - If the **COLLEGE** requests or requires the **SOs** to work overtime, **COLLEGE** shall be billed the overtime worked, at the then existing salary and benefit rate. **COLLEGE** will be billed the overtime hours on a quarterly basis, and payment will be due from **COLLEGE** to **CITY** within thirty (30) days after receipt of said billing. The **CITY** shall be entitled to flex the **SO's** weekly hours as comp time or a flexible work schedule to avoid overtime charges, if **CITY** policy allows.

4. **SO Selection** - **CITY** will provide two (2) certified Nebraska Police Officers to act as **SOs** during the term of this Agreement. The **CITY** agrees that in accordance with the Nebraska Fair Employment Practice Act, Nebraska Revised Statute §48-1122, it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hire, terms, conditions, or privileges of employment because of race, color, religion, sex, disability, or national origin or similarly protected statutes of the employee or applicant. Neither of the parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

5. **Change in Assignment of SO** - The **CITY** and **COLLEGE** acknowledge that specific skills, experience, and expertise are important elements to the success of this Agreement. In the event that the current **SOs** are unable to perform their duties hereunder, due to illness, injury, relocation, career change or other extenuating circumstances, the **CITY** shall identify a successor to perform the duties set out in this Agreement, within a reasonable time frame, subject to availability of a certifiably trained **SO** or another officer comparably trained. The

COLLEGE'S financial obligations shall cease until a suitable replacement is selected and assigned. Training of a successor **SO** shall be the responsibility of **CITY**.

6. **Evaluations** - The **CITY** and **COLLEGE** shall enter into good-faith discussions to evaluate the **SOs** on a regular basis. The evaluation is to ensure that the **SOs** are meeting the requirements of the **COLLEGE** and the **CITY**. The **CITY** and **COLLEGE** shall coordinate efforts to conduct evaluations on employee's appraisal as established by **CITY** policy.

7. **Agreement Renewal** - This Agreement shall renew automatically for each successive contract year unless it is determined, after good-faith evaluations have been performed, that the **SOs** are not satisfactorily meeting the requirements of the Agreement. Any intention to not renew the Agreement must be mutually agreed upon by the **CITY** and **COLLEGE** no later than October 1 of a calendar year.

8. **Supplies and Equipment** - The **CITY** shall provide the **SOs** with standard police patrol vehicles and will maintain the vehicles, including all expenses associated with the operation of the vehicle and insurance. The **CITY** shall also provide the **SO** with uniforms, equipment, weapons, cellular phone and other law enforcement related items to conduct the job tasks described in this Agreement and in the job description and standards provided for the **SOs** position by the **CITY**. The **COLLEGE** agrees to provide the **SOs** with the usual and customary office supplies and forms required in the performance of their duties, a private office within the **COLLEGE** accessible to the students, a computer, printer, fax machine.

9. **SO Duties** - The duties of the **SO** shall be as follows:

9.1 Abide by the professional rules of conduct of a certified law enforcement officer;

9.2 Respond to students' questions;

9.3 Explain the law enforcement's role in society to students;

9.4 Demonstrate the concern of the **CITY** for students;

9.5 Provide safety and security for the campus;

9.6 Create good will and increase the understanding of law enforcement;

9.7 Strengthen student and law enforcement relationships;

9.8 Provide a forum where law enforcement, students and faculty become acquainted and earn mutual respect;

9.9 Open lines of communication between public agencies and students on campus;

9.10 Enforce federal, state and local criminal laws and ordinances, and assist administrators with the enforcement of **COLLEGE** policies and administrative regulations as specifically agreed to by the parties;

9.11 Investigate and report data of all events, criminal activity

committed on or adjacent to **COLLEGE** property, and at **COLLEGE** functions;

9.12 Provide consultation to students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the **COLLEGE**;

9.13 Provide traffic control and enforcement on campus;

9.14 Provide monthly written reports to the **COLLEGE**.

10. **Roles and Responsibilities for SO Program Regarding College Discipline -**

10.1 Disciplining students for **COLLEGE**-based rule violations is the responsibility of the **COLLEGE** and **COLLEGE** administrators. Law enforcement is the responsibility of the **CITY**. The **CITY** and the **COLLEGE** shall use best efforts to follow the principles in this Interlocal Cooperation Agreement regarding the division between **COLLEGE** discipline and law enforcement.

10.2 **SOs** can provide assistance when (a) required by Nebraska State or City law; (b) when there is a threat to the safety of students, **COLLEGE** employees, visitors or public safety personnel or **COLLEGE** property; (c) to assist victims of crime, missing persons, and persons in mental health crisis; (d) in an attempt to prevent criminal activity from occurring; (e) it is required as part of emergency management response; or (f) as specifically agreed to by the parties herein.

10.3 **SO** should not act as a **COLLEGE** disciplinarian. **COLLEGE** staff should not involve **SOs** in disputes that are solely related to **COLLEGE** discipline. However, if the **COLLEGE** concludes an incident is a violation of the law, the **COLLEGE** may contact the **SOs** and the **SOs** shall then determine whether law enforcement action is appropriate.

10.4 **SOs** should not interview students or collect evidence for solely **COLLEGE** disciplinary purposes.

11. **SO Scheduling** - During the school year, the **SO** will work on all scheduled school days, Monday through Friday with adjustments as required for special school functions and activities as needed to equal 40 hours in one calendar week. Special assignments and time off will be approved by the **CITY**.

11. **SO Supervision** - The **SO** shall be an employee of the **CITY** at all times and for all purposes. The **CITY** shall be directly responsible for all employee costs, except as otherwise set forth herein. The supervision of the **SOs** shall be by the **CITY** with input from the **COLLEGE**. During any school crisis the **SO** shall immediately contact the Chief of Police.

12. **Insurance** - **CITY** shall provide all insurance for the **SOs** and the officer's activity with regard to this Agreement. This Agreement does not establish any partnership, joint venture, or any type of legal association between the parties, but is to be construed as an interlocal agreement between the parties.

13. **Entire Agreement, Severability** - This Agreement constitutes the entire agreement between the parties and may be amended only by a written document signed by the representatives of the legislative bodies of each of the parties. If any portion of this Agreement is deemed to be unenforceable or against public policy, it shall not affect the remaining portions of this Agreement.

14. **Controlling Law** - The terms of this Agreement shall be interpreted and enforced under the laws of the State of Nebraska.

15. **Default, Remedies** - Time is of the essence in performance of this Agreement. In the event of default by either party, the other party may pursue any right or remedy available to them at law or in equity for the enforcement and/or termination of this Agreement, and the ascertainment and collection of damages, including the right of specific performance.

16. **Training, testing** - The SOs will be subject to current procedures in effect for CITY employees including attendance at all mandated training and testing to maintain state peace officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SOs from the COLLEGE.

17. **Confidential Information and FERPA** - Student "educational records" maintained by the COLLEGE are confidential information, governed and protected by the federal law known as the Family Education Rights and Privacy Act of 1974 (20 U.S.C. § 1232g), as amended, and its related regulations promulgated by the Department of Education, found at 34CFR Part 99. This Agreement shall refer to the Act and the regulations collectively as "FERPA". For purposes of this FERPA, the SO is designated as a COLLEGE official and as its law enforcement unit. The SOs are authorized by the COLLEGE to (1) enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against any individual or organization other than the COLLEGE itself, or (2) maintain the physical security and safety of the COLLEGE. The CITY and the SOs agree to in all respects comply with all applicable provisions of FERPA. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not permitted by FERPA. The parties further acknowledge that the COLLEGE has implemented policies and guidelines which describe when and how protected student information may be obtained, shared, or otherwise disseminated and that the CITY and its agents are subject to such policies and guidelines and will comply with same. The COLLEGE shall provide a copy of these policies and guidelines to the SOs and the CITY.

18. **Record Requests** - The CITY and the COLLEGE are subject to the State's public record laws, found at Nebraska Revised Statute § 84-712 et seq. The parties understand that the terms of this Agreement require them to cooperate with respect to numerous records, in many formats, for purposes of fulfilling their respective

obligations. In the event either party receives a public record request seeking records or information which is or may be covered by this Agreement, the parties agree to provide notice to each other as soon as reasonably possible in order to discuss the disclosure requirements under those laws. The party receiving the request will have the ultimate decision-making authority on whether the records are disclosed, provided the other party has not elected to seek a judicial determination that such disclosure is not required.

19. **Administration** - The COLLEGE's President and the CITY's Chief of Police ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators, with the approval from the governing boards of each of the Parties, may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

20. **Inspection of CITY's Records** - The CITY shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the COLLEGE under this Agreement. All CITY records relating to this Agreement, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by the COLLEGE's agent or its authorized representative to permit the COLLEGE to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify any and all invoices, billings, payments, and/or claims submitted by the CITY pursuant to this Agreement.

21. **Body-Worn Cameras (BWCs)** - All parties agree that any use of BWCs by SOs must be subject to and in compliance with federal, state, and local laws and regulations regarding their use and operation. The CITY shall use its best efforts to notify the COLLEGE at least two weeks before its SOs assigned to the COLLEGE are to begin use of BWCs, and it will provide written information to the COLLEGE. Every SO equipped with a BWC shall be trained in the operation of the equipment prior to its use. To maximize the effectiveness of the BWC and the integrity of the video documentation, SOs shall adhere to the objectives and procedures outlined in this Agreement and the CITY's general operations orders or similar policies or procedures when they utilize BWCs. The CITY may, if not otherwise prohibited by law, provide to the COLLEGE copies of any such filming of students, parents, employees, or others upon COLLEGE property, upon request for such copies by the COLLEGE, as a law enforcement record. In the event that the CITY receives advice that providing a copy of such videos is prohibited, the CITY agrees to utilize its best efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the COLLEGE, in any disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of

CITY's SOs may be considered law enforcement records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and 34 C.F.R. Sec. 99.8. Any copy of such film or video, if permitted by law to be provided to the COLLEGE, may become an educational record of the COLLEGE. The SO's shall at all times recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of COLLEGE policy and state and federal law.

22. **No Separate Legal Entity** - This Agreement does not establish a separate legal or joint entity.

23. **Manner of Acquiring, Holding, and Disposing of Real and Personal Property** - The Parties' will not be jointly acquiring, holding, or disposing of real property under this Agreement. In no event shall the Administrators have the authority to acquire real property on behalf of the Parties. The Administrators shall have the authority to acquire and hold any personal property that is needed or required for the implementation of any purpose of this Agreement. The title to all such personal property shall be held in the name of the acquiring party for the benefit of all Parties. The Parties shall have the authority to dispose of such personal property, provided that (a) any such disposal shall comply with state law, and (b) any funds raised from such sale shall be shared by the parties in proportion to their contribution made to obtain the property.

24. **Financing and Budgeting** - This Agreement and the matters contemplated herein do not require joint financing, nor shall a joint budget be required. Each party will budget separately to pay the costs and expenses that are incurred to fulfill its obligations under this Agreement. For planning and budgeting purposes, the CITY shall provide to the COLLEGE the estimated cost of the SO no later than October 15th of each year. The CITY will confirm to the COLLEGE the actual cost of the SO for the following COLLEGE year prior to July 1st.

25. **Expenses** - Except as otherwise provided herein, each party shall be responsible for its own expenses related to this Agreement.

26. **Taxes** - This Agreement does not grant the Parties any authority to levy, collect, or account for any tax authorized under Nebraska Revised Statutes sections 13-318 through 13-326 or 13- 2813 through 2816.

27. **Employment Eligibility Verification** - The Parties shall use a federal immigration verification system to determine the work eligibility status of employees and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

28. **Termination** - Either party may terminate this Agreement for any or no reason and at any time by giving the other party at least ninety (90) days prior written notice of the same. Provided, the written notice must be delivered to the other party prior to October 1 of a calendar year. Any joint funds or property in possession of the Parties as a result of this Agreement shall be divided and distributed to the party that contributed it or funded its purchases.

29. **Appropriation of Funds** - The Parties' obligations under this Agreement are expressly subject to the appropriation of funds by the COLLEGE's Board of Governors and the CITY's City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the obligations under this Agreement, the Parties may terminate this Agreement.

[SIGNATURE PAGE WILL FOLLOW]

This Agreement was signed by each party on the date shown in the following acknowledgments.

CITY OF SCOTTSBLUFF, NEBRASKA
A Municipal Corporation,

WESTERN NEBRASKA COMMUNITY
COLLEGE,

By Raymond Gonzales
Raymond Gonzales, Mayor
City of Scottsbluff, Nebraska

By William N. Huff
12-18-19

