



# Nebraska State College System

CHADRON | PERU | WAYNE

## BOARD OF TRUSTEES

### MEETING NOTICE

In compliance with the provisions of Neb. Rev. Stat. Section 84-1411, printed notice is hereby given that a Regular Meeting of the Board of Trustees of the Nebraska State Colleges will convene at Wayne State College, Wayne, Nebraska on November 14, 2019

Executive Session	November 14 –	8:00 a.m.
Business Meeting	November 14 –	2:15 p.m.

This notice and accompanying agenda are being distributed to members of the Board of Trustees, the presidents of the state colleges, the Associated Press and selected Nebraska newspapers.

## BOARD OF TRUSTEES MEETING

NOVEMBER 14, 2019

WAYNE STATE COLLEGE  
WAYNE, NEBRASKAWEDNESDAY, NOVEMBER 13 – all meetings will be held at the Kanter Student Center  
unless otherwise noted

10:30 – 5:00	Council of Academic Officers	Bluestem Room
10:30 – 5:00	Council of Student Affairs Officers	Goldenrod Room
10:30 – 5:00	Council of Business Officers	Meadowlark Room

THURSDAY, NOVEMBER 14 –

8:00 – 10:30	<b>BOARD EXECUTIVE SESSION</b> Pending Litigation & Personnel Matters	Elkhorn Room
9:00 – 11:00	Student Trustees Meeting	Meadowlark Room
10:30 – 11:00	<b>FISCAL, FACILITIES and AUDIT COMMITTEE MEETING</b>	Elkhorn Room
11:00 – 12:00	<b>Campus Tour</b> Start at Northwest Entrance of Kanter Student Center Peterson Fine Arts, Criminal Justice Lab, Benthack Hall	
12:00 – 12:45	Lunch	North ½ Frey Conference Suite
1:00 – 2:00	<b>BOARD COMMITTEE MEETINGS</b> Academic & Personnel Committee      Bluestem Room Fiscal, Facilities & Audit Committee      Meadowlark Room Student Affairs, Marketing & Enrollment Committee      Goldenrod Room	
2:15	<b>BOARD OF TRUSTEES BUSINESS MEETING</b>	Niobrara Room
	<b>FACILITIES CORPORATION ANNUAL MEETING</b> (Facilities Corporation Annual Meeting will immediately follow the Business Meeting)	Niobrara Room
5:30	Reception	Frey Conference Suite
6:30	Dinner Recognition for Michelle Suarez	Frey Conference Suite

## Call to Order

Approval of Meeting Agenda

Public Comments

## Minutes Approval

- 1 Board of Trustees of the Nebraska State Colleges - Regular Meeting - Sep 12, 2019 2:30 PM

### 1. Items for Consent Agenda

- 1.1 LB 309 Allocations and Retrievals (FFA)
- 1.2 Approve Authorization for Chancellor to Sign Construction Contracts for Emergency Roof Repairs and Replacements for Peru State College (FFA)

## Items for Discussion and Action

### 2. Academic and Personnel

- 2.1 First and Final Round Approval of Revisions to Board Policy 2030; Councils - Colleges
- 2.2 First and Final Round Approval of Revisions to Board Policy 4001; College Calendar
- 2.3 First and Final Round Approval of Revisions to Board Policy 4141; Credit Hour Definition and Assignment to Course Modalities
- 2.4 First and Final Round Approval of Deletion of Board Policy 4830; Academic Reports
- 2.5 First and Final Round Approval of Revisions to Board Policy 5014; Employment Appointments; Notice Requirements; Faculty & Professional Staff
- 2.6 Approve WorldStrides Agreements for Study Abroad for Chadron State College
- 2.7 Approve Memorandum of Understanding with Virtual Education Software Inc for Chadron State College
- 2.8 Approve Memorandum of Understanding with Genesee Community College for Wayne State College

### 3. Student Affairs, Marketing, and Enrollment

- 3.1 First and Final Round Approval of Revisions to Board Policy 3000; Admission Requirements; Undergraduate; General
- 3.2 First and Final Round Approval of Revisions to Board Policy 3300; Student Organizations; Conduct and Discipline

3.3 First and Final Round Approval of Revisions to Board Policy 3650; Student Records

3.4 Approve New Athletics Programs at Peru State College

**4. Fiscal, Facilities and Audit**

4.1 Approve Information Security Program and First and Final Round Approval of New Board Policy 7003; Information Security Program and Revisions to Board Policy 5008; Employee Use of System Computers; Revisions to Board Policy 7004; Federal Personal Information Security Programs; Revisions to Board Policy 8064; Capital Construction and Information Technology (IT); Bids

4.2 Accept Revenue Bond Audit Report for Fiscal Year Ending June 30, 2019

4.3 First and Final Round Approval of Revisions to Board Policy 9009; Revenue Bonds; Selection of Legal Counsel, Trustee & Underwriter

4.4 Approve Appointment of Financial Advisor for NSCS Bond Programs

4.5 Approve Actions for Peterson Fine Arts Renovation and Addition Project Including Use of Unappropriated Cash Funds for Wayne State College

4.6 Approve Actions for Natatorium Renovation Projects for Wayne State College

4.7 Approve Contingency Maintenance Resolution for Natatorium Renovation Projects for Wayne State College

4.8 Approve Revision to Approved Use of Sports Facility Cash Funds for Wayne State College

4.9 Approve Reallocation of Contingency Maintenance Funds for Wayne State College

**Information Items**

**5. Chancellor Informational Items**

5.1 Reports of Personnel Actions

5.2 Student Trustee Selection Update

5.3 Remission Fund Award Report

5.4 Year End Revenue Bond Expenditure Report

5.5 Grant Applications and Awards for Information

5.6 Physical Plant Status Reports

5.7 Capital Construction Quarterly Reports

5.8 Contracts and Change Orders for Information

5.9 Chancellor's Travel

**6. College Informational Items**

**i. Presidents' Report**



6.1.1 Presidents' Reports

**ii. Student Trustees' Report**

**Adjournment**



# Nebraska State College System

CHADRON | PERU | WAYNE

## Executive Session - September 12, 2019

### Call to Order - Executive Session

The meeting was called to order at 8:32 AM PM by Chair Bieganski.

Motion was made by Trustee Peterson and seconded by Trustee Engles to go into executive session as authorized by Neb. Rev. Stat. §84-1410 for the protection of the public interest, and to prevent needless injury to the reputation of persons who have not requested a public hearing for the purpose of holding a discussion limited to the following subjects:

- Litigation
- Personnel matters

Chairman Bieganski declared that the executive session would be strictly limited to a discussion of:

- Litigation
- Personnel matters

Motion was adopted. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

The Board went into executive session at 8:32 AM. The Board reconvened the open meeting at 10:55 AM.

### Adjournment - Executive Session

There being no further business, the meeting was adjourned by Chairman Bieganski at 10:55 AM.

## September 12, 2019

### Call to Order

The meeting was called to order at 2:30 PM by Chairman Gary Bieganski.

Attendee Name	Title	Status	Arrived
Michelle Suarez	Trustee	Present	
Gary Bieganski	Chairman	Present	
John Chaney	Trustee	Present	
Bob Engles	Trustee	Present	
Carter Peterson	Trustee	Present	
Matt Blomstedt	Trustee	Present	
Jess Zeiss	Vice Chairman	Absent	

#### Approval of Meeting Agenda

A motion was made by Trustee Engles and seconded by Trustee Suarez to approve the Meeting Agenda. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

#### Public Comments

No public comments.

#### Minutes Approval

Board of Trustees of the Nebraska State Colleges - Regular Meeting - Jun 18, 2019 2:15 PM and Board of Trustees of the Nebraska State Colleges - Regular Meeting - Aug 9, 2019 11:30 AM

A motion was made by Trustee Chaney and seconded by Trustee Peterson to approve the minutes of the June 18, 2019 and August 9, 2019 meetings. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

#### 1. Items for Consent Agenda

A motion to approve the Consent Agenda items was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

##### 1.1 Approve Revised Organizational Chart for Peru State College (AP)

As per Board Policy 2500, Peru State is providing a change to its organizational chart because the Director of Distance Education is now reporting to the Vice President for Academic Affairs.

- 1.2 Approve Amendment to Interlocal Agreement with Northeast Community College for South Sioux City College Center for Wayne State College (AP)

Wayne State requests permission to enter into an Amendment to the Interlocal Agreement with Northeast Community College for the joint operation of the College Center in South Sioux City.

The Agreement currently states that Wayne State College is responsible for securing a stand-alone Directors and Officers (D&O) and Employment Practices Liability Insurance (EPLI) policy for the College Center and the cost shared between the Parties. Upon review and recommendation by the NSCS insurance broker, it was determined that the insurance policy is no longer necessary and additional expense for the Parties. The broker recommends the Agreement be revised under Section V. Insurance subsection (B) to clarify that each Party is responsible for obtaining coverage related to the D&O and EPLI exposures.

- 1.3 Approve Elimination of Health Sciences Supplemental Endorsement Prior to Implementation for Peru State College (AP)

Upon further review, Peru State has decided not to implement the Health Sciences Supplemental Endorsement as previously proposed during the January 2019 meeting. The College wishes to review how best to meet state requirements for this endorsement before offering the program.

- 1.4 LB 309 Allocations and Retrievals (FFA) (SH)

The following LB 309 allocations and retrievals are presented for Board approval per Board Policy 8065.

**Peru State**

- |   |         |              |
|---|---------|--------------|
| 1. Allocation of \$60,000 for HVAC controls upgrade in Campus Services Building |         |              |
| Allocation Date/Amount  | 5/28/19 | \$60,000.00  |
| College Contribution  |         | <u>00.00</u> |
| Estimated Project Cost  |         | \$60,000.00  |

**Wayne State**

- |   |         |                  |
|---|---------|------------------|
| 1. Retrieval of \$69,645.81 for exterior molding replacement and windows for Connell Hall |         |                  |
| Allocation Date/Amount  | 9/20/16 | \$685,000.00     |
| Retrieval Date/Amount   | 5/23/19 | <u>69,645.81</u> |
| Estimated Project Cost  |         | \$615,354.19     |

- 1.5 Approve Authorization for Chancellor to Sign Construction Contract for ADA Accessibility to Delzell Hall and Campus Services Building from Campus Quad for Peru State College (FFA)

Peru State requests authorization to enter into a contract for ADA accessibility paths from the campus quad to Delzell Hall and the Campus Services building.

- 1.6 Approve Write-Off of Uncollectible Accounts (FFA)

The following "bad debt" designations are submitted to the Board for authorization to cancel as uncollectible accounts. These totals do not include any accounts where there is a court order already in place to write them off.

Chadron State College

Cash Fund Accounts (Tuition and Fees)	\$67,398.66
Other Fund Accounts (CIF and Trust)	604.11
Revenue Bond Accounts	<u>21,759.79</u>
	\$89,762.56

Peru State College

Cash Fund Accounts (Tuition and Fees)	\$59,478.52
Other Fund Accounts (CIF and Trust)	2,255.62
Revenue Bond Accounts	<u>34,984.65</u>
	\$96,718.79

Wayne State College

Cash Fund Accounts (Tuition and Fees)	\$19,317.30
Other Fund Accounts (CIF and Trust)	773.74
Revenue Bond Accounts	<u>20,043.24</u>
	\$40,134.28

Minutes Acceptance: Minutes of Sep 12, 2019 2:30 PM (Minutes Approval)

1.7 Approve Reallocation of Contingency Maintenance Funds for Peru State College (FFA)

Peru State requests the following reallocation of contingency maintenance funds:

From Resolutions:

4/20/18	\$39,380.22	#5 Residence Halls, Student Center and Apartment Repair and Infrastructure
3/24/17	\$ 2,436.05	#4 Residence Hall, Apartment and Student Center; Repair and Replace Mechanical Systems, HVAC and Heat System

To Resolution:

4/20/18	\$41,816.27	#2 Campuswide Furnishings
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Minutes Acceptance: Minutes of Sep 12, 2019 2:30 PM (Minutes Approval)

## 1.8 Chancellor's Travel

The following chancellor's travel report for past travel and upcoming travel was presented to the Board.

Date	Total Days of Travel	Destination	Description	Expenses Reimbursed
6/4/19	1	Syracuse	Met with Trustee Engles	\$20.80
6/6/19	1	Omaha	Peru Alumni speaking engagement	\$48.00
6/19/19	1	Omaha	Walter Scott Foundation meeting	\$48.00
6/20/19	1	Omaha	Buffett Foundation study presentation to assess the impact of the scholarship program for NSCS students	\$48.00
7/8-10/19	3	Baltimore, MD	Inside Higher Ed conference	\$624.26
8/8-9/19	2	Nebraska City	Board Retreat	TBD
8/15/19	1	Norfolk & Wayne	Business meetings, Lt. Governor Foley tour of CAT and WSC Annual President Social/Dinner	TBD
8/23/19	1	Peru	Lt. Governor Foley tour of PSC	
9/5/19	1	Grand Island	Co-op Meetings	

Minutes Acceptance: Minutes of Sep 12, 2019 2:30 PM (Minutes Approval)

9/11-13/19	3	Chadron	Board Meeting and All Campus Meeting	
9/14/19	1	Peru	Football game and flood contribution recognition	
9/26/19	1	Omaha	CCPE Meeting	
9/28/19	1	Chadron	Homecoming	
10/4/19	2	Wayne	Homecoming	

## Items for Discussion and/or Action

### 2. Academic and Personnel

#### 2.1 Approve NSCS 2025 Strategic Plan

Since April, a System Strategic Planning Task Force has been engaged in developing a 2025 Strategic Plan for the Nebraska State College System (NSCS). Collectively the Task Force has met once during each of the last five (5) months and began by developing operational goals/outcomes for the NSCS and the Colleges which include:

- **Student Success & Completion** - Ensure all students receive necessary support and resources to enable successful progression and on-time degree completion.
- **Institutional & Academic Quality** - Deliver an array of high-quality academic programs and curricular activities that successfully prepares students for the range of careers they will experience after graduation.
- **Workforce & Economic Impact** - Expand capacity for colleges to produce graduates who meet the workforce needs of Nebraska and to strengthen their role as change agents for rural communities they serve.
- **Access & Affordability** - Preserve the open-access mission by providing all students with equitable opportunity to pursue affordable undergraduate and graduate degree options in Nebraska.

Chancellor Turman shared some information with the Board regarding the work of the Task Force in determining what metrics to use to show the progress made in achieving the goals set in the NSCS 2025 Strategic Plan.



A motion to approve the NSCS 2025 Strategic Plan as presented with the change to Performance Indicator #9, which will replace "Student to Faculty FTE Ratios" to "Student to Faculty/Staff Ratios" was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

2.2 First Round Approval of Revisions to Board Policy 2510; Mission Statement; Core Values and Vision Statement

While Policy 2510 currently identifies the Mission, Vision, and Values (MVV) statements for the NSCS overall, the policy currently does not include any definition of these terms, nor does it outline any expectations for the Colleges' MVV statements. In order to ensure that the Colleges develop and/or update MVV statements that align with the NSCS statements, as well as existing state statutes describing their authorizations, revisions to Board Policy 2510 are being recommended.

A motion to approve the First Round Approval of Revisions to Board Policy 2510; Mission Statement; Core Values and Vision Statement was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

2.3 Approve Memorandum of Understanding with ESU4 for Peru State College

Peru State respectfully requests approval of the Memorandum of Understanding which supports collaborative opportunities for Peru State to provide graduate level continuing education/professional development course credit for Education Service Unit 4.

A motion to approve the Memorandum of Understanding with ESU4 for Peru State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

2.4 Approve 3+2 Agreements with University of Nebraska Medical Center (UNMC) & Midland University for Wayne State College

Wayne State requests approval of the "U2MPH" Program, which allows WSC students to continue their education at UNMC resulting in a dual degree with a Bachelor of Arts (BA) or a Bachelor of Science (BS) and a Master in Public Health (MPH) in five (5) years (minimum of one hundred forty-one [141] credit hours). A student enrolled in the

U2MPH Program will complete the requirements at WSC as established by their undergraduate program requirements, and by transferring to UNMC complete their Master of Public Health degree.

Wayne State requests permission to enter into a Memorandum of Understanding with Midland University (MU). This 3+2 Program allows WSC students to continue their education at MU resulting in dual degrees, to include a Bachelor of Arts (BA) or a Bachelor of Science (BS) from WSC, and a Master of Athletic Training (MAT) from MU jointly completed within five (5) years (one hundred forty-one [141] credit hours). A student enrolled in the MAT 3+2 Program will complete the requirements at WSC as established by their undergraduate program requirements, and by transferring coursework to MU complete a Master's of Athletic Training degree.

A motion to approve the 3+2 Agreements with University of Nebraska Medical Center (UNMC) & Midland University for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

2.5 Approve Ecuador Study Abroad Agreement with Trek Ecuador for Wayne State College

Board Policy 7015 requires Board action for approval of all academic agreements.

A motion to approve the Ecuador Study Abroad Agreement with Trek Ecuador for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

2.6 Approve New International Location in Aruba for Wayne State College

Wayne State requests approval of an additional educational location for a Master of Science in Education Degree Program in Curriculum and Instruction provided through the Community of Learning delivery format. This "Additional Location" will be in Aruba following the Aruba Ministry of Education, Science and Sustainable Development Memorandum of Understanding and offer a graduate teacher education program to enhance the international experience developed through the Memorandum of Understanding with the Aruba Ministry of Education, Science and Sustainable Development with Wayne State College.

The submitted documents have been sent to the Higher Learning Commission for approval as well, per accreditation requirements for approval of additional locations.

A motion to approve the New International Location in Aruba for Wayne State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

2.7 Approve Resolution to Amend, Restate and Adopt Health and Welfare Plan Document and Flexible Benefit Plan Document

The Board is asked to approve the attached Board Resolution that amends, restates and adopts our Health and Welfare Plan Document and the Flexible Benefit Plan Document. The Board established a Health and Welfare Plan in 2001. The Board established the Flexible Benefit Plan in 1987. State statutes give the Board authority to provide employee benefits as noted in Board Policy 2000 and these documents need to be updated in order for the benefit programs to continue.

The Board Resolution contains Exhibits A, B, and C as described below.

**Exhibit A**

**Health and Welfare Plan, Plan Number 501, Plan Document**

This document is referred to as the Wrap Plan. This document “wraps” all of our health and welfare benefit plans into one plan document for purposes of administration and application of any applicable legal requirements. It serves as the overarching document for each benefit offering. It is largely governed by the U.S. Department of Labor (DOL) rules.

Exhibit A- Component Plans;  
 Exhibit B- Eligibility;  
 Exhibit C- Certificates of Coverage/Booklet; (These are the policies or informational packets for each Component Plan [e.g., medical, dental, vision, wellness] which provide employees with information about each specific benefit.)  
 Exhibit D- Participating Employers; and,  
 Exhibit E- Claims Administration.

**Exhibit B**

**Health and Welfare Plan, Plan Number 501, Summary Plan Description**

This summary describes the terminology contained in the Wrap Plan. This must be distributed to employees every five (5) years and/or to new hires.

Exhibit A- Claims Procedures;  
 Exhibit B- Eligibility;  
 Exhibit C- CHIP Notice; and,  
 Exhibit D- Attachments- listing all benefits in sub-

attachments #1-15.

**Exhibit C**  
**Flexible Benefit Plan Document and Summary Plan**  
**Description**

This document is referred to as the Cafeteria Plan. It allows employees to pay for benefits on a pre-tax basis and is required by the IRS.

Appendix A- List of College and System Office; and,  
 Appendix B- Exclusions- Medical Expenses that Aren't Reimbursable.

A motion to approve the Resolution to Amend, Restate and Adopt Health and Welfare Plan Document and Flexible Benefit Plan Document was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

2.8 Approve Online Program Management Contract for Peru State College

Peru State College sought authority to sign a contract with Archer Education to provide Online Program Management (OPM) services for expanding online enrollments in targeted degree programs. Several external vendors were evaluated to determine viable models for improving performance in this area, with an OPM company surfacing as one of the most viable options for producing the desired enrollment growth. Following a final RFP process, Peru State received proposals from four (4) companies, and following vendor presentations Archer Education had been selected to assist the College in providing online educational opportunities to students in the region.

A motion to approve the Online Program Management Contract for Peru State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

**3. Student Affairs, Marketing, and Enrollment**

3.1 First and Final Round Approval of Revisions to Board Policy 3100; Conduct & Discipline; Students and Board Policy 3200; Due Process -- Students

Revisions to Board Policy 3100 include a statement regarding the intent of the policy and the addition of Other Interim Measures for pending disciplinary action under Board Policy 3200. These measures include; no contact orders, temporary restrictions from specific areas of the campus, changes in class schedules and/or delivery method,

changes in residence hall assignments and/or changes in campus employment. The section regarding disciplinary action has been deleted and moved to Board Policy 3200.

Board Policy 3200 is being revised to outline disciplinary sanctions, requests to delay due process procedures and withdrawal procedures that may be used to resolve conduct issues. Other revisions are also intended to preserve the Colleges' ability to resolve conduct informally based upon individual circumstances.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 3100; Conduct & Discipline; Students and Board Policy 3200; Due Process -- Students was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

3.2 First and Final Round Approval of Revisions to Board Policy 3400; Tuition Remission

Board Policy 3400 is being revised to provide the Colleges greater flexibility in the allocation of the tuition remissions. The revisions also note that beginning in fiscal 2019-20 total remissions for all categories/programs, unless specifically excepted and approved by the Chancellor, generally shall not exceed twenty-two percent (22%) of the College's four (4) year average gross tuition.

The Governor's Opportunity Grant and Nebraska Advantage Program will sunset and no new awards will be made after the 2019-20 academic year. Additional revisions have been made with respect to athletic waivers and need-based waivers.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 3400; Tuition Remission was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

4. **Fiscal, Facilities and Audit**

4.1 First and Final Round Approval of Revisions to Board Policy 7015; Contracts; Limitations, Exemptions

This Board Policy 7015 proposed revision would exempt contracts for the "purchase of a license to use a mailing list, email list, or similar list of contacts" from Board approval.

A motion to approve the First and Final Round Approval of Revisions to Board Policy 7015; Contracts; Limitations, Exemptions was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

#### 4.2 Approve Carryforward of Funds for Operations

Each biennium, the College and System Office must seek board authority to carry forward remaining appropriations (authority to spend) from the prior biennium. In the mid-biennium years, remaining appropriations for general, cash, revolving and federal funds generally roll forward automatically based on authority granted to the Governor's budget office in the appropriations bill.

Recent History of Carryforwards of Appropriations:

FY17 to FY18: Board approved carryforwards of appropriation from one biennium to the next

FY18 to FY19: Remaining appropriations rolled forward automatically in line with authority provided in the appropriations bill

FY19 to FY20: Board approval of carryforwards is requested

The Colleges and System Office request Board approval for the following carryforward of appropriated cash funds, federal funds and revolving funds for operations from FY19 to FY20. Each College has identified these as committed funds as of June 30, 2019 for which payment had not been made by June 30, 2019. A request for carryforwards of funds comes to the Board every two years. Therefore, Board approval of these carryforward funds is necessary to meet the outstanding obligations and commitments of the Colleges and System Office as of June 30, 2019.

#### CASH FUNDS

Chadron State College	\$1,219,154.00
Peru State College	\$2,562,751.00
Wayne State College	\$4,045,048.34
System Office	\$ 430,620.83

#### REVOLVING FUNDS (Revenue Bond)

Chadron State College	\$ 376.99
Peru State College	\$ 124,136.00
Wayne State College	\$ 429,602.91

#### FEDERAL FUNDS

Chadron State College	\$ 18,061.52
Peru State College	\$ 55,763.00

In addition, Chadron State College requests the carryforward of the following amounts from un-appropriated funds from FY19 to FY20. The College has adequate funds available to support this request;

however, these are the amount of outstanding commitments in Chadron's cash funds and revenue bond program on June 30, 2019 beyond that remaining in the College's appropriation level for these funds:

**CASH FUNDS**

Chadron State College \$2,078,571.73

**REVOLVING FUNDS (Revenue Bond)**

Chadron State College \$ 106,873.54

A motion to approve the Carryforward of Funds for Operations was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

4.3 Approve Amendment to Food Service Contract for Peru State College

The new food service program provided by Fresh Ideas has been very successful, and the numbers of students in the residence halls is increased, surpassing all estimates for participation in the College's food service program. Accordingly, an amendment is needed to adjust the manner in which payments are made to Fresh Ideas, and to accommodate the increased meal plan participants on the Daily Sliding Scale chart in the Agreement.

A motion to approve the Amendment to Food Service Contract for Peru State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES**: Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

4.4 First and Final Round Approval of Deletion of Board Policy 8040; Security Operations and Revisions to Board Policy 8005; Trespass; Policy and Procedure

Board Policy 8005 is being revised to indicate that the President from each College will have the general authority to provide for security of College property. The College may use the institutional security department, contract with private security companies or contract with local public enforcement for College security services.

Board Policy 8040 is being deleted because the policy is now covered in Board Policy 8005.

A motion to approve the First and Final Round Approval of Deletion of Board Policy 8040; Security Operations and Revisions to Board Policy 8005; Trespass; Policy and Procedure was recommended by the committee to the full Board,



which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

- 4.5 Approve Artist and Art Design for 1% Art Project for Theatre/Event Center for Peru State College

A motion to approve the Artist and Art Design for 1% Art Project for Theatre/Event Center for Peru State College was recommended by the committee to the full Board, which approved the motion. Voting **AYES:** Suarez, Bieganski, Chaney, Engles, Peterson, and Blomstedt.

**ABSENT:** Jess Zeiss

## Information Items

### 5. Chancellor Information Items

- 5.1 Reports of Personnel Actions

The personnel action reports are provided to the Board for information

- 5.2 Foundation Employee Compensation Report

Wayne State Foundation's employee salary information for 2019-2020 is attached as an information item as required by Board Policy 2101 (#5c).

Vice Chancellor Hotovy shared information regarding the progress on current capital construction projects and the upcoming Math Science addition and renovation project at Chadron and Benthack Hall renovation project at Wayne.

- 5.3 Capital Construction Quarterly Reports

Pursuant to Board Policy 8050, Capital Construction Progress Reports from each of the Colleges are provided to the Board for information on a quarterly basis.

Chadron

1. Stadium Facility - Interim report

Peru

1. Delzell Renovation - Interim report
2. Field House Phase II - Interim report
3. Theater Renovation - Interim report

Wayne

1. Center for Applied Technology - Interim report



## 2. Press Box Replacement - Interim report

## 5.4 Physical Plant Status Reports

Pursuant to Board Policy 8050, Physical Plant Status Reports from each of the Colleges are provided to the Board for information.

## 5.5 LB 309 Project Status Reports

LB 309 Project Status Reports from each of the Colleges are provided to the Board for information according to Board Policy 8050.

## 5.6 Contingency Maintenance Progress Reports

Contingency Maintenance Progress Reports from each of the Colleges are provided to the Board for information according to Board Policy 8050.

## 5.7 Contracts and Change Orders for Information

Pursuant to Board Policies 7015, 7016, and 8065, the following contracts and change orders are provided to the Board for information.

## Chadron State Contracts

- Admissions (360 audio/video campus tour) -- \$26,500
- Heat Plant (woodchips) -- \$63.10/ton
- Security (College Resource Officer) -- \$25,000
- IT (continuity of Sakai service) -- \$55,500
- Admissions (marketing, recruitment consultant) -- \$1,800
- IT (network support services) -- \$29,999
- Student Services (medical services Agreement) -- \$90,000
- Student Services (telehealth services) -- \$275 initial visit; \$137/half hour
- Andrews Hall (elevator repair) -- \$78,451
- Crites Hall (ADA ramp replacement) -- \$122,400
- Kent Hall (repair house pump, air separator and piping) -- \$43,966
- King Library (ADA restroom modification) -- \$175,236
- Math Science Building (SD, DD, construction documents, bidding/negotiations and construction administration) -- \$1,868,440
- Campus (electrical switchgear replacement) -- \$6,294
- Campus (purchase of materials) -- \$21,434
- Rangeland Lab (paving area C) -- \$75,900
- 10<sup>th</sup> Street (replace damaged area of road) -- \$18,890
- High Rise Dorm (replace damaged stairs at entry) -- \$7,485
- CSC Track Project (testing and inspection services) -- \$17,800
- CSC Track Project (geotechnical testing) -- \$8,234

## Chadron State Change Orders

- King Library (#1-add 2 days to project and relocation of waste line) -- \$2,304.59

- CSC Stadium Project (#4-valve and hot tap issues) -- \$27,600
- CSC Stadium Project (#2-track fee adjustment for scope change) -- \$26,907.50
- Crites Hall (#1-extend job timeline 60 days) -- \$0

#### Peru State Contracts

- Campuswide (Retention Software License) -- \$72,250
- Student Center (wall heat exchanger) -- \$47,450
- Campuswide (design services ADA project) -- \$30,700
- Morgan Hall, Delzell Hall, Centennial Complex, Oak Hill Apartments (onside laundry service) -- \$25.75 per unit, per month
- Clayburn/Mathews Residence Halls (electrical upgrade) -- \$212,100
- Davidson/Palmer Residence Halls (electrical upgrade) -- \$231,000
- Administration (reference checks) -- \$3,600
- Nicholas/Pate Residence Halls (electrical upgrade) \$193,700
- Administration (Dean's search) -- \$59,760
- Field House (renovations Phase II) -- \$536,000

#### Peru State Change Orders

- Field House (#1-remove and replace addition brick, from \$150/brick to \$30/brick) --\$0
- Field House (#2-demolition and disposal of plywood sheathing behind metal roof panels at mansard and lower metal wall panels) -- \$2,074.23

#### Wayne State Contracts

- Anderson Hall (replacement of all wood doors of the corridors of residence hall) -- \$80,650
- Berry Hall-Ground Floor, East Wing Mechanical Room (remove 2 existing domestic water heaters and install 2 new water heaters) -- \$84,993
- Campus Services Building (add 5 new offices within the existing Campus Services Room CBN143 space, and modify existing Rooms CBN144 and CBN119D for new purposes) -- \$73,300
- Recreation Center (replace perimeter heating units) -- \$40,000
- Brandenburg Education Building (structural engineering services for tunnel repairs) -- \$9,000
- Stadium Press Box (design floor access hatch and ladder with security gate between Level Four Elevator lobby and Level Five Elevator lobby) -- \$3,240
- Student Center (air handling unit replacement) -- \$477,000
- Parking Lot 4 (pave section 3 of parking lot 4) -- \$44,000
- Anderson Hall (upgrades to eight bathrooms in dormitory) -- \$93,513.95

- Neihardt Hall and Anderson Hall Area (create a sand volleyball court area) -- \$15,240
- Southwest Corner of WSC Campus (build monument sign on campus) -- \$54,620
- Terrace Hall (air conditioning installation) -- \$669,000
- Campuswide (sidewalk repair) -- \$20,436.50
- Campuswide (consulting services) -- \$56,700
- Campuswide (Canvas Cloud subscription) -- \$420,463.68
- Admissions (prospective student data info/subscription and membership fee) -- \$106,200
- Campuswide (IT service management services) -- \$49,986
- Campuswide (garbage/recycling services) -- \$84,655.20

#### Wayne State Change Orders

- Berry Hall (#1-remove all speakers and wiring back to source from corridor lay-in ceilings) -- \$1,047
- Center for Applied Technology (#15-install new material at the stairs and contingency adjustment) - (-\$9,965)
- Berry Hall (#2-demo and replace office ceiling grid and replace light fixtures) -- \$2,156.50
- Terrace Hall (#1-delete installation of heat pumps, including all fan coil units, piping, electrical wiring and controls associated with these heat pumps) (-\$295,820)
- Morey Hall (#1-provide light switch at each telephone closet; cover exposed cables in hallways; build bulkheads in response to RFI#1) -- \$4,491
- Morey Hall (#2-infill and repair 3 water fountains with Terazzo Base; infill and repair incinerator recess) -- \$3,684
- Anderson Hall (#1-refinishing and powder coating 97 strike plates) -- \$727.50
- Recreation Center (#1-install additional 5' radiant panel in RC202 for future office) -- \$2,900
- Anderson Hall (#1-add dampers to exhaust ductwork to showers) -- \$542
- Morey Hall (#3-labor and materials to replace door hold wiring above ceiling) -- \$740
- Campus Services Building (#1-need additional outlet and data line locations in Room CBS144D [security office]) -- \$5,033
- Campus Services Building (#2-need additional outlet and data line locations in CBN Rooms 147, 148, 149, 150 and 151) -- \$561
- Campus Services Building (#3-carpet and base removal and replacement) -- \$2,749
- Campus Services Building (#4-add vision lite to the Security Officer door) -- \$534
- Campuswide (#1-eliminate sidewalk repairs to sections 27A and 28) - (-\$2,265)
- Terrace Hall (#2-replacing copper condensate piping with pvc) - (-\$3,000)
- Humanities Building (#1-additional hardware needed for partitions) - \$132.56
- Center for Applied Technology (#2-utility coordination and

- lighting design) - not to exceed \$12,980
- Campuswide (#2-door stoop work and frost free stoop work for sidewalk project) -- \$3,200
- Student Center (#1-provide insulation on chilled water elbows) - \$454
- Student Center (#2-vacuum dust out of Supply Air duct through penthouse floor and remove concrete pad from AHU-3 and delete combination Fire Smoke Dampers and replace with Fire Dampers) -- \$3,658
- President's Office (HA217) (#1-grind concrete floor and install floor leveler where wall was removed between HA217A and HA217B) -- \$1,180
- Morey Hall (#4-adding labor and materials to add wire guards to all exit lights) -- \$4,417

#### Nebraska State College System Contracts

- NSCS and Peru State (online program management contract review) -- \$375/hour
- NSCS and Colleges (applicant tracking and position management system) -- \$43,647.98 for 2019-20; \$46,703.34 for 2020-21

#### 5.8 Year End Operating Expenditure Reports

Year End Operating Expenditure Reports for FY2018-19 from each of the Colleges and the System Office are provided to the Board for information.

#### 5.9 Year End Financial Reports

Year End Financial Reports from each of the Colleges are provided to the Board for information as per Board Policy 6011.

#### 5.10 Grant Applications and Awards for Information

Board Policy 6024 requires the reporting of grant awards and applications to the Board as information, if they do not have a state maintenance of effort or future fiscal responsibility.

#### Chadron State Applications

- Bringing Awareness of Behavioral Health Career Paths to Rural Middle School Students (Behavioral Health Education Center of Nebraska [BHECN]) -- \$816
- Exploring Training Needs of Rural Counselors (Association of Counselor Education and Supervision) -- \$3,000

#### Chadron State Awards

- Child Development Center Food Service Program (United States Department of Agriculture) -- \$10,750 estimated from

- prior year total reimbursement
- Nebraska Research Network in Functional Genomics (National Institutes of Health) -- \$23,799 year five (5) of sub-award
- TRiO Student Support Services (U.S. Department of Education) -- \$276,197 year five (5) of five (5) year grant
- Update Lucid Key Species Descriptions of Six Western Rangeland Grasshoppers with Emphasis on Oklahoma Distributions (Western Rangeland Grasshoppers Tool Update) (USDA-APHIS) -- \$11,956
- Upward Bound Food Service Program (USDA: Summer Food Service Program) -- \$4,302.50

#### Wayne State Application

- WATER to the Nth Power: Water for Agriculture in Tomorrow's Ecosystems and Resilience for Nebraska (National Science Foundation) -- \$12,094,493 in year 1 with \$75,000 for WSC

#### Wayne State Award

- Nebraska Research Network in Functional Genomics (National Institutes of Health) -- \$32,222 for award period 5/1/19-4/30/20

## 6. College Information Items

### i. Identify Board Representatives for Fall 2019 Commencement (Dec. 13)

Chair Bieganski indicated that Trustee Peterson would provide greetings from the Board at the Wayne graduation ceremonies on December 13 and that he would provide greetings from the Board at the Chadron ceremonies.

### ii. Presidents' Reports

WSC President Rames introduced the new Vice President for Student Affairs, Mr. CD Douglas. All at WSC are pleased he is there. President Rames also indicated that new partnerships with Northeast Nebraska Community College and the University of Nebraska College of Agriculture Sciences and Natural Resources had been recently signed.

She further noted that two new women's varsity sports were added this summer with beach volleyball and the reinstatement of women's golf. Esports clubs are also being discussed. WSC is also working very hard on retention of students. It is normally within the first 6 weeks of a students' time at college that they decide to stay or not.

PSC President Hanson reported that with the initiatives in place, PSC had the greatest number of freshmen in 30 years. President Hanson also reported on the flooding that is still being felt by the College and community. A portable water treatment plant had been put in place just in time for returning students to enjoy.

A NSCS Disaster Relief Tuition Waiver Program has been developed to assist students returning to PSC. PSC continues to work with the community and FEMA to overcome the devastation following the flood.

CSC President Rhine noted that the College is working with Noel Levitts to attract new students and retain current students. The retention rate was over 70% this year.

President Rhine reported that the Women's Track Team qualified for the All-Academic Team award and an undergraduate student had participated in an independent student course and conducted research at the Lilly Library on the University of Indiana's campus. The student hopes to present her research at the North American Victorian Studies Association conference.

Former CSC Student Trustee, Dawson Brunswick was recognized as the state of Nebraska's Who's Who recipient at the Phi Beta Lambda National Leadership conference. President Rhine also noted that Vice President for Academic Affairs, Charles Snare, would be retiring as of January 10, 2020.

### iii. Student Trustees' Reports

PSC Student Trustee Myers reported that the PSC athletic department had received a score of 100 as the NAIA Champions of Character. Points are earned in character training, conduct in competition, academic focus, character recognition and character promotion.

Student Senate is looking to make improvements around campus, specifically to the Student Center basement. Senate is also working to implement a new Student Organizations Handbook at PSC.

WSC Student Trustee VanMeeteren reported the Week of Welcome was a success and the move in was one of the smoothest ever seen. Sports teams, as well as clubs and organizations helped with the move. She also noted that the students were taking advantage of the new meal plans.

The WSC rec center and student activities center are offering a variety of new activities including a UNO tournament and new exercise programs like weight training and spin classes. The athletic teams have been working hard in preparation for their fall seasons.

CSC Student Trustee Klammer reported that a Common Reading Experience was being held this fall as a part of the strategic enrollment plans. The book being used is "*Hey Kiddo*". The author of the book will be visiting campus also.

CSC Homecoming would be held September 22-28 and the theme for this year is Color the Town. Members of the German Armed Forces officers would also be visiting CSC in the near future.

## Adjournment

The meeting was adjourned at 4:40 PM

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Paul Turman, Chancellor

Minutes Acceptance: Minutes of Sep 12, 2019 2:30 PM (Minutes Approval)

## ITEMS FOR CONSENT AGENDA

November 14, 2019

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**ACTION: LB 309 Allocations and Retrievals (FFA)**

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The following LB 309 allocations and retrievals are presented for Board approval per Board Policy 8065.

**Chadron State**

1. Allocation of \$475,000 for partial design of HVAC, electrical, and fire/life safety code improvements in Math Science Building

Allocation Date/Amount	9/17/19	\$475,000.00
College Contribution		<u>00.00</u>
Estimated Project Cost		\$475,000.00

The System Office recommends approval of the LB 309 Allocations and Retrievals (FFA).







# GOVERNANCE AND ADMINISTRATION, NEBRASKA STATE COLLEGES

POLICY: 2030

Councils -- Colleges

Page 1 of 1

## BOARD POLICY

Each College shall ~~establish a Faculty Senate to facilitate provide a principal agency for~~ faculty participation in ~~College shared~~ governance ~~by~~. ~~Through agencies and procedures designated by each College President and approved by the Board, the faculty may make~~ recommendations to its President on ~~any~~ matters affecting the College, ~~or any of its sub-divisions~~. The constitution for the Faculty Senate shall be approved by the President.

~~The~~ Presidents may ~~directly or by delegation~~ establish or provide for the establishment of other committees, councils, senates, cabinets or other academic or administrative groupings to engage in planning, advising, developing and implementing programs to improve the operation and instructional program of the Colleges.

~~Divisional councils and departmental committees are recognized as serving a function in studying, analyzing, evaluating curricula and courses. Other committees may be established to serve particular departments, study particular problems or bring together cross departmental groups not otherwise represented. Care should be taken to avoid overlapping functions or activities and restrict time spent to the minimum required to perform the stated purpose of the group.~~

Legal Reference: RRS 85-306  
RRS 85-308

State Colleges; president; duties  
State Colleges; purpose; courses

Policy Adopted: 6/5/93

Policy Revised:

Attachment: Revisions to Board Policy 2030 (2584 : Revisions to Board Policy 2030; Councils - Colleges)

**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

November 14, 2019

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***ACTION:***                                   **First and Final Round Approval of Revisions to Board Policy 4001; College Calendar**

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Board Policy 4001 is being revised to more clearly identify specific days during the academic year when classes are not held, include language on shorter instructional terms, remove class starting time schedule, and identify a common census date for the NSCS.

The System Office recommends approval of the Revisions to Board Policy 4001; College Calendar.

**ATTACHMENTS:**

- Revisions to Board Policy 4001      (PDF)

## ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 4001 College Calendar**

**Page 1 of 2**

### BOARD POLICY

All units of the Nebraska State College System will utilize the same semester calendar and class starting times within the following procedures.

### PROCEDURE

The Council of Presidents' will be responsible to review and make recommendations to the Board on any matters regarding the academic calendar.

#### Academic Year Calendar Guidelines:

1. Fall classes will generally have starting dates between August 20 and August 27.
2. The first semester will end prior to December 22.
3. Each semester will consist of 15 weeks of instruction, plus with the final examination (or similar culminating experience) period occurring during week 16. one week for final exams. Shorter instructional terms may be established within a semester, based on appropriate credit and time requirements.
4. Memorial Day and Labor Day will be observed as holidays and no classes will meet on those Mondays.
5. Fall mid-term break will be observed and no classes will meet on the Monday and Tuesday following mid-term, which will follow the Friday of the eighth week of the semester.
6. Fall break will be observed and no classes will meet on the fourth Wednesday, Thursday (Thanksgiving Day) and Friday of November.
7. Fall commencement will be held on Friday of the week the semester ends.
8. No classes will meet on Martin Luther King Jr. Day; the colleges will offer alternative programming to commemorate this day.
9. Spring mid-term break will be observed and no classes will meet on the Monday through Friday of the week following mid-term, which will follow the Friday of the eighth week of the semester.
109. Spring break will be observed and no classes will meet on the Monday following Easter Sunday.
110. Spring commencement will be held on Saturday of the week the semester ends.
12. Independence Day (July 4) or its federally recognized day will be observed as a holiday and no classes will meet.

#### Class Starting Times Schedule

1. ~~Classes fifty (50) minutes in length shall begin on the hour with ten (10) minutes between classes.~~
2. ~~Classes consisting of 75 minutes in length shall begin on the hour or half hour with 15 minutes between classes.~~

## ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 4001 College Calendar

Page 2 of 2

~~3. For inter-institutional evening courses delivered by telecommunications, class times will be announced nine (9) months in advance for the convenience of all students and campuses.~~

**Summer Sessions:**

1. Summer session calendars are to be developed to assure comparable contact hours of instruction for credit earned as required for the academic year.

**Census Date:**

- ~~1. The official date for enrollment reporting, or census date, for courses shall be October 15. A system enrollment report will be prepared for the Board every Fall term depicting headcount and FTE enrollments for each college using the established census date.~~

Policy Adopted: 1/28/77  
 Policy Revised: 6/5/93  
 Policy Revised: 8/29/97  
 Policy Revised: 4/13/07  
 Policy Revised: 9/11/09  
 Policy Revised: 3/26/10  
Policy Revised:

**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

November 14, 2019

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***ACTION:***                                    **First and Final Round Approval of Revisions to Board Policy 4141; Credit Hour Definition and Assignment to Course Modalities**

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Board Policy 4141 is being revised to update a number of terms and definitions related to course modalities offered across the NSCS.

The System Office recommends approval of the Revisions to Board Policy 4141; Credit Hour Definition and Assignment to Course Modalities.

**ATTACHMENTS:**

- Revisions to Board Policy 4141     (PDF)

## ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

### POLICY: 4141 Credit Hour Definition and Assignment to Course Modalities

Page 1 of 3

#### BOARD POLICY

This policy defines credit hour at Nebraska State Colleges in accordance with applicable federal and state regulations. This policy also provides parameters for the assignment of credit hours to courses using a variety of instructional modalities. The Federal Credit Hour Definition is endorsed by the Board and paraphrased below.

#### Federal Credit Hour Definition

*A credit hour is an amount of work represented in intended learning outcomes and verified by evidence of student achievement that is an institutionally-established equivalency that reasonably approximates not less than:*

1. *One (1) hour of classroom or direct faculty instruction and a minimum of two (2) hours of out-of-class student work each week for approximately fifteen (15) weeks for one (1) semester or trimester hour of credit, or ten (10) to twelve (12) weeks for one quarter (1/4) hour of credit, or the equivalent amount of work over a different amount of time; or*
2. *At least an equivalent amount of work as required in paragraph (1) of this definition for other activities as established by an institution, including laboratory work, internships, practica, studio work, and other academic work leading toward to the award of credit hours. 34CFR 600.2 (11/1/2010)*

#### Course Modalities and Assignment of Credit Hours

The Board requires that:

1. Faculty shall ensure that the time involved in student learning per credit hour is the equivalent to that needed to attain the learning outcomes in comparable courses;
2. Learning outcome equivalency may be achieved through multiple course modalities;
3. Credit hour equivalencies are to be based on documented qualitative and quantitative expectations for the learning outcomes; and
4. Student learning outcome equivalencies reflect differences in delivery methods, quality of instruction and interaction, degree of supervision, measurements of student work, academic disciplines, academic calendars, and degree levels.

The following minimum guidelines shall be followed. These are thresholds and courses may utilize higher hourly requirements per credit hour. Where direct instruction and faculty to student interaction occurs, an “hour” consists of the normal fifty (50) minute periods set by the Colleges.

1. **Traditional lecture courses** - a semester credit hour consists of the equivalent of fifteen (15) hours of direct faculty instruction and a minimum of thirty (30) hours of out of class student work for a combined total of forty five (45) hours during the instructional period.
2. **Laboratory courses** - a semester credit hour consists of the equivalent of at least forty five (45) hours of combined direct instruction, laboratory work, and out of class study during the instructional period.
3. **Studio courses** - a semester credit hour consists of the equivalent of at least forty five (45) hours of combined direct instruction, studio work, and out of class study during the instructional period.



## ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 4141

Credit Hour Definition and  
Assignment to Course Modalities

Page 2 of 3

4. **Individual self-paced/~~correspondence~~directed study/independent study courses** - a semester credit hour consists of the equivalent of at least forty five (45) hours of individual work which may include direct instruction or student study during the instructional period.
5. **Courses offered in a shortened format** - a semester credit hour consists of the equivalent of at least forty five (45) hours of combined direct instruction and student learning activities which covers the same learning outcomes as those in the fifteen week, semester long course from which it is derived.
6. **Seminars, Institutes, Workshops and Topics courses** - a semester credit hour consists of the equivalent of at least forty five (45) hours of direct faculty instruction and student learning activities during the instructional period.
7. **Online courses** - a semester credit hour consists of the equivalent of at least forty five (45) hours of combined direct faculty interaction via instructor-led asynchronous or synchronous online learning activities and additional student to student, student to instructor, and individual learning activities during the instructional period. For existing traditional courses that are also taught online, the student learning outcomes and credit hours should be the same regardless of modality.
8. **Hybrid courses** – for courses which utilize a combination of two instructional modalities, namely face-to-face faculty instruction and online, instructor-led asynchronous or synchronous learning activities, a semester credit hour consists of the equivalent of at least fifteen (15) hours of direct faculty instruction via face-to-face and instructor-led asynchronous or synchronous online learning activities and a minimum of thirty hours of out of class student work for a combined total of forty five (45) hours during the instructional period.
9. **Internship and cooperative/work-based learning courses** - a semester credit hour consists of at least forty five (45) hours of supervised internship or work based learning activities during the instructional period.
10. **Field experiences and study away/study abroad courses** - a semester credit hour consists of the equivalent of forty five (45) hours of combined direct instruction and student learning activities which may include among other activities shadowing, touring, visitations, written papers, formal presentations, and individual or group work, during the instructional period. If a program has specialized accreditation the field experience should follow the guidelines of the accrediting organization unless that amount is less than the stated hours above.
11. **Private music lessons and recital courses** - a semester credit hour consists of the equivalent of at least one half (1/2) hour per week of direct faculty instruction or supervision and a minimum of seven (7) hours per week of unsupervised out of class student practice during a fifteen (15) week period.
12. **Drama production courses** - a semester credit hour consists of the equivalent of at least fifteen (15) hours of instruction plus an additional thirty (30) hours of cast or crew work.
13. **Performance courses** – a semester credit hour consists of the equivalent of at least forty five (45) hours in varying combinations of rehearsal time, performances, and individual practice. Generally large ensembles include at least three (3) hours of rehearsal time per week; chamber groups, and small ensembles include at least two(2) hours of rehearsal time per week.

## ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 4141 Credit Hour Definition and  
Assignment to Course Modalities**

**Page 3 of 3**

**14. Teaching ~~internship-field experience~~ courses** - a semester credit hour consists of at least the equivalent of one (1) full time, five (5) full days, or one (1) week of teaching experience. ~~Current standards for teacher licensure require a minimum of twelve (12) credit hours during a semester long experience.~~

**15. Combination modalities** – any courses that include multiple modalities of instruction that are not explicitly outlined above, shall follow the federal guidelines and include at a minimum forty five (45) hours of instruction and student work per credit hour.

Policy Adopted: 3/15/13

Policy Revised:

**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

November 14, 2019

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***ACTION:* First and Final Round Approval of Deletion of Board Policy 4830; Academic Reports**

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Board Policy 4830 is being recommended for deletion. As part of a comprehensive review of reporting mandates within NSCS policy, it was identified that the majority of the reports listed in this policy are more clearly delineated within other existing policies, and the few that are not (such as the IPEDS report, NEEDS report, and CCPE report) are reports that do not exist within the NSCS and as such, have not been provided to the Board.

The System Office recommends approval of the Deletion of Board Policy 4830; Academic Reports.

**ATTACHMENTS:**

- Deletion of Board Policy 4830 (PDF)

**ACADEMICS, NEBRASKA STATE COLLEGE SYSTEM****POLICY: 4830 Academic Reports Page 1 of 1****BOARD POLICY**

The following reports will be submitted to the Chancellor and System Office according to procedures established by Board policy.

1. IPEDS;
2. NEEDS;
3. Board of Trustee Scholarship recipients;
4. Enrollment;
5. Instructional load;
6. Graduation lists;
7. Nebraska Access Program;
8. Off-campus offerings;
9. Teaching Excellence Award nominees;
10. Program review;
11. Accreditation schedules;
12. Credit Hour/Major Production;
13. Program/Degree listings;
14. Academic calendars; and
15. Coordinating Commission reports, requests, and proposals

Policy Adopted: 6/5/93  
 Policy Revised: 6/2/06  
 Policy Revised: 11/7/14  
 Policy Revised: 6/19/18

**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

November 14, 2019

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***ACTION:***                                   **First and Final Round Approval of Revisions to Board Policy 5014; Employment Appointments; Notice Requirements; Faculty & Professional Staff**

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The revisions to Board Policy 5014 clarify the types of appointments that are special (not specific term) appointments. The revisions also allow faculty members who have earned tenure and accept an appointment as an Academic Dean to retain tenure and rank along with the right to return to a faculty position. Current Deans, who previously relinquished tenure, rank and right to return to teach shall have the tenure, rank and right to return to teach restored.

The System Office recommends approval of the Revisions to BP 5014; Employment Appointments; Notice Requirements; Faculty & Professional Staff.

**ATTACHMENTS:**

- Revisions to Board Policy 5014    (PDF)

## PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 5014 Employee Appointments;  
Notice Requirements;  
Faculty and Professional Staff**

Page 1 of 4

### BOARD POLICY

Faculty and professional staff shall be issued annual contracts specifying salary and other terms and conditions of employment in accordance with Board policies and/or applicable collective bargaining agreements on the contract form approved by the System Office. Employment contracts must be signed by the President or Chancellor and be reported to the Board. Employment warranties or other special conditions in employment contracts that violate Board Policies or collective bargaining agreements shall not be allowed.

Each person appointed to a faculty or professional staff position shall be designated as having one of the following types of appointments:

1. **Special Appointment.** Appointments that are not "Specific Term Appointments" shall be "Special Appointments." The following types of appointments to faculty or professional staff positions shall be filled by Special Appointment only:
  - a. Any appointment, including Temporary or interim appointments for less than one (1) academic year (faculty appointments) or fiscal year; (professional staff appointments);
  - b. Appointments to part-time positions (less than .75 FTE);
  - c. Appointments to volunteer status;
  - d. Appointments to lecturer;
  - e. Appointments to "visiting" faculty (a scholar who provides teaching or research in their area of expertise for less than one (1) academic year);
  - f. Appointments of graduate assistants (up to an academic or fiscal year); and,
  - g. Appointments supported by funds over which the College does not have control or which the College cannot reasonably expect to continue indefinitely.

A "Special Appointment" shall terminate in accordance with the time stated in the written contract or with ninety (90) days written notice by either party. If no time is stated in the written contract, the appointment may be terminated by either party giving the other at least ninety (90) days written notice of the date of termination. Special Appointments may also be terminated prior to the expiration of the contract term for cause, discontinuance, reduction or curtailment of a program or department, or financial exigency according to Board Policies. No advance notice shall be required in the event of dismissal for cause prior to the end of the appointment term.

Every "Special Appointment" is a non-tenure, non-ranked position and carries no presumption of reappointment beyond the termination date.

A member of the faculty or professional staff may hold a "Special Appointment" coincident with a "Specific Term Appointment," and the terms of the "Special Appointment" may be independent of the terms of the other appointment status.

2. **Specific Term Appointment.** A "Specific Term Appointment" is a professional staff or faculty appointment for a term of one academic or fiscal year. Faculty appointments will be designated as either "Probationary/Tenure Track Appointment," "Tenured Appointment," or "Non-Tenure Track Appointment." No advance notice shall be required in the event of dismissal for cause prior to the end of the appointment term.

## PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 5014 Employee Appointments;  
Notice Requirements;  
Faculty and Professional Staff**

**Page 2 of 4**

The Chancellor has the discretion to offer Vice Chancellors Specific Term contracts for a period of two (2) years with a salary level which is determined annually. Contracts may be renewed at the discretion of the Chancellor. Such renewal shall be for an additional one (1) year period with a salary level determined for the upcoming year. Written notice of non-renewal shall be given by June 30 prior to the final contract year. No advance notice shall be required in the event of dismissal for cause prior to the end of the appointment term.

Reappointment and non-renewal notice requirements for faculty covered by the SCEA bargaining unit are contained in the current NSCS-SCEA Bargaining Agreement.

Reappointment and non-renewal notice requirements for professional staff covered by the NSCPA bargaining unit are contained in the current NSCS-NSCPA Bargaining Agreement.

Non-union faculty or non-union professional staff specific term appointments will terminate at the end of the stated term, if written notice of non-reappointment is given in accordance with the following requirements:

- a. Written notice of intent not to renew appointments shall be given at least thirty (30) days prior to expiration during the first year of employment, three (3) months prior to expiration during the second year of employment, or six (6) months prior to expiration during the third or subsequent years of employment in a full-time position. For purposes of determining non-renewal notice periods, years of employment refer to years of employment in specific term appointments. Specific Term Appointments may also be terminated prior to expiration of the contract term for cause, discontinuance, reduction or curtailment of a program or department, or financial exigency according to Board Policies.
- b. Written notice of intent not to renew appointments for Head Coaches shall be given at least thirty (30) days prior to expiration during the first year of employment, or three (3) months prior to expiration during the second or subsequent years of employment in a full-time position. For purposes of determining non-renewal notice periods, years of employment refer to years of employment in specific term appointments. Specific Term Appointments for Head Coaches may also be terminated prior to expiration of the contract term for cause, discontinuance, reduction or curtailment of a program or department, or financial exigency according to Board Policies.
- c. A written notice of intent not to renew shall be signed by the President, Chancellor or the Chair of the Board of Trustees. Notice shall be deemed to have been properly given by personal delivery or if mailed to the employee's home address, as reflected by the records of the College or System Office, by certified mail with sufficient postage attached.
- d. Failure to provide the required notice period shall not result in automatic reappointment or create any right to reappointment for an additional term. The employer shall have the option of providing employment or severance pay in lieu of any portion or all of the notice to which the employee is entitled, so long as the extension of employment or severance pay is commensurate with the notice to which the employee is otherwise entitled.

## PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 5014 Employee Appointments;  
Notice Requirements;  
Faculty and Professional Staff**

Page 3 of 4

**Faculty members may accept an employment appointment to an Academic Dean position as follows:**

Tenured faculty: A ~~tenured~~ faculty member who has earned tenure within the College who accepts an appointment as Academic Dean shall retain his/her tenure and academic rank along with the right to return to a faculty position. achieved at the point of hiring for a term of four (4) years, after which tenure and rank shall be relinquished, and the right to return to a faculty position shall terminate. While employed as an Academic Dean, the individual shall not continue to accrue time or credit toward faculty rank promotion.

Should the individual ~~transition-move~~ from an Academic Dean position to ~~serve in~~ another professional staff position within the College ~~during this four (4) year period~~, he/she shall relinquish tenure and academic rank, along with the right to return to a faculty position.

Non-tenured faculty and external hires: A non-tenured faculty member within the College, or an individual hired from outside the College, shall have no rank, tenure, nor the right to a future position in the faculty as part of an Academic Dean appointment.

Academic Deans may be subject to termination of employment for cause per Board Policy 5103. If employment is terminated for cause, all rights to return to faculty and tenure status also terminate.

At any time during the Academic Dean appointment while the individual has the right to return to tenure, the President may offer the individual the right to return to tenured faculty employment. If the individual does not exercise the right to return, the right to return to faculty and his/her tenure status will terminate.

An Academic Dean with faculty tenure who wishes to resign the position and exercise his/her right to return to a faculty position is required to notify the VPAA of his/her intent to resign the position by submitting a formal letter of resignation to the VPAA *no later than October 1 preceding the end of the current contract year*. The resignation will become *effective June 30* of the following year, and faculty status will be returned as of July 1, according to the terms of the current SCEA Bargaining Agreement and/or applicable Board Policies. However, he/she will not have accrued credit toward faculty rank promotion while ~~servng~~ employed in the professional staff an Academic Dean position.

Individuals currently employed as Academic Deans who previously relinquished their tenure, rank and right to return to teach according to the terms of this policy shall have tenure, rank and the right to return to teach restored.

**Faculty members may accept an employment appointment to other professional staff positions as follows:**

Tenured faculty members who accept an employment appointment to a professional staff position, other than Academic Dean, may be contractually granted the right to return to his or her tenured faculty position, at the discretion of the President, for a maximum of two (2) years. If the President offers such a right to return in an employment contract, the College shall only be allowed to refill the faculty vacancy with special appointments until the right to return period has expired. If the professional staff member does not exercise the right to return to his or her tenured faculty position within the two (2) year period, he or she will be deemed to have relinquished all future rights to return to tenured faculty employment. At a President's approval and subsequent request to the Chancellor, an extension of the two (2) year time period may be granted by the Chancellor due to extenuating circumstances.



PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 5014 Employee Appointments; Notice Requirements; Faculty and Professional Staff

Page 4 of 4

At any time during the professional staff appointment while the individual has the right to return to tenure, the President may offer the individual the right to return to tenured faculty employment. If the individual does not exercise the right to return, the right to return to faculty and his/her tenure status will terminate.

A professional staff member with faculty tenure who wishes to resign the position and exercise his/her right to return to a faculty position is required to notify the VPAA and his/her immediate supervisor of his/her intent to resign the position by submitting a formal letter of resignation to the VPAA and his/her immediate supervisor *no later than October 1 preceding the end of the current contract year*. The resignation will become *effective June 30* of the following year, and faculty status will be returned as of July 1, according to the terms of the current SCEA Bargaining Agreement and/or applicable Board Policies. However, he/she will not have accrued credit toward faculty rank promotion while serving in the professional staff position.

~~At a President's approval and subsequent request to the Chancellor, an extension of the two (2) year time period may be granted by the Chancellor due to extenuating circumstances.~~

Policy Adopted: 6/5/93  
Policy Revised: 11/11/95  
Policy Revised: 6/2/06  
Policy Revised: 4/18/08  
Policy Revised: 6/2/11  
Policy Revised: 6/25/13  
Policy Revised: 4/25/14                      Effective Date: 7/1/14  
Policy Revised: 3/26/15                    Effective Date: 7/1/15  
Policy Revised:                              Effective Date:

Attachment: Revisions to Board Policy 5014 (2544 : Revisions to BP 5014; Employment Appointments; Notice Requirements; Faculty &

**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

November 14, 2019

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**ACTION:** **Approve WorldStrides Agreements for Study Abroad for Chadron State College**

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Chadron State seeks approval of Agreements with WorldStrides to provide planning, logistical, orientation, and on-ground support services for the CSC Art, Education, English, Justice Studies, Business, Counseling and Psychology departments' study abroad programs.

WorldStrides is an independent company based in Charlottesville, Virginia specializing in arranging semester-based study abroad opportunities for individual students to study in foreign countries and planning and logistics services for faculty who are planning small group, short-term faculty-led study abroad programs. Services provided include hotel reservations, on ground transportation, activity and excursion arrangements. ISA will also provide local support personnel to assist the faculty while in England, Ireland and Northern Ireland.

The System Office and Chadron State College recommend approval of the WorldStrides Agreements for Study Abroad for Chadron State College.

**ATTACHMENTS:**

- Chadron State College Art Track UK Ireland May 2020 (PDF)
- Chadron State College Business Track UK Ireland May 2020 (PDF)
- Chadron State College Education Track UK Ireland May 2020 (PDF)
- Chadron State College English Literature UK Ireland May 2020 (PDF)
- Chadron State College Justice Studies Track UK Ireland May 2020 (PDF)
- Chadron State College Psychology Counseling UK Ireland May 2020 (PDF)

# WorldStrides® | isa Custom Programs



## Contract for Services

The Board of Trustees of the Nebraska State Colleges doing business as Chadron State College Art Track to London & Dublin May 2020

Attachment: Chadron State College Art Track UK Ireland May 2020 (2582 : WorldStrides Agreements for Study Abroad for Chadron State

# Contract for Services

This Contract for Services (Contract) is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (College) and Lakeland Tours, LLC. dba WorldStrides (WorldStrides). Contract begins September 30, 2019, and ends June 30, 2020. Program services provided under this Contract are described in detail in Exhibits A and B, which are incorporated by reference into this Contract.

**Price and Payment Terms.** Prices in this Contract are contingent on having ten (10) full paying participants (FPP) traveling per track. Should the FPP number fall below ten (10) FPP per track, the program will have to be repriced and the Contract will be amended accordingly. Price considerations include, but are not limited to, airline, vendor, or group-imposed schedule changes or delays as well as fuel surcharges or local country taxes and fee adjustments. WorldStrides will communicate in writing any known charges to the College representative. The College will determine if the College or individual participants will be responsible for these additional charges. The prices are fixed in United States dollars, WorldStrides accepts any foreign currency risk including all current local government taxes, where applicable for included services. Group air is based on ten (10) or more participants traveling on the same itinerary. If this number falls below ten (10), group air is no longer applicable and tickets will be subject to the current market price. Participants are responsible for the differences between the quoted group fare and the individual published fare. When booked, seats and price are only guaranteed up to one hundred (100) days prior to departure. Payment as agreed upon by both parties must be received prior to the group's departure. All participants must be fully paid prior to travel unless alternative arrangements have been agreed upon.

College agrees to send a final roster of traveling participants no later than January 31, 2020. If a participant withdraws between the submission of the roster to WorldStrides and sixty (60) days prior to departure, the College will be responsible for non-refundable costs.

## Schedule

1	<b>Roster due</b>	100 days prior to departure   January 31, 2020
2	<b>Final pre-program payment due</b>	60 days prior to departure   March 11, 2020 100% of the total pre-program invoice due
3	<b>Post-program balance due (if applicable)</b>	30 days after the group returns   June 23, 2020 100% of the program costs due, including costs for added services (if applicable)

**Prompt Payment Act.** In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified by the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

**Fees.** There is a thirty five dollar (\$35) service charge on returned checks, declined credit cards, or a declined ECheck. A fee up to two hundred and fifty dollars (\$250) may apply for any correction made to names within seventy five (75) days of the departure date. Those opting to make payment by wire transfer must absorb all fees associated with that transaction, making sure WorldStrides receives full payment for program without fees subtracted from wire amount.

**Optional Services.** Participants have the option to purchase additional services for their program such as pre and post program hotel nights, airport transfers, appointment tickets, as well as other items. Participants are required to pay in full for all additional items selected through the online portal. Additional services purchased are subject to Standard Fees. Participants must be fully paid in order to travel. No refunds will be provided for additional services cancelled within thirty (30) days of departure. If participant purchases optional travel interruption insurance, terms and conditions of the policy will apply.

**Cancellations and Associated Penalties.** All Cancellations must be sent in writing via email to WorldStrides at [higher@worldstrides.org](mailto:higher@worldstrides.org). Cancellations are effective on the date they are received by WorldStrides.

1. International air utilization: Between ninety (90) and sixty one (61) days prior to departure, there is a two hundred dollar (\$200) per seat cancellation penalty.
2. Cancellation of international air once tickets are issued: Once any international air tickets are processed and ticketed (approximately forty five (45) to sixty (60) days prior to departure), the entire amount of the airline tickets becomes fully non-refundable. In these instances, the issued tickets will be delivered to the cancelling participants and it may be possible, subject to the airline's rules and change fees, to reuse them in the future. However, WorldStrides is not responsible for such changes, and can make no guarantees regarding the availability of any future use. Tour conductor tickets have no value for later use.

3. Cancellations within thirty one (31) to sixty (60) days of departure: For any cancellations received between thirty one (31) and sixty (60) days prior to travel, WorldStrides will retain fifty percent (50%) of the ground services portion of the program fee in addition to any penalties due for international air.
4. Cancellations within thirty (30) days of departure: Cancellations received within thirty (30) days of departure are subject to a cancellation fee equal to one hundred percent (100%) of both the ground services and international air, although cancelling participants will receive any issued airline tickets subject to airline restrictions on future use.
5. U.S. and foreign departure, customs and security taxes, and fuel surcharges as printed on the ticket, are included and are subject to change until time of ticketing, typically forty five (45) days prior to departure. Note: Fuel surcharges are subject to change until time of ticketing. Early ticketing can be made; however, once ticketed, any future changes will incur a change/cancellation penalty.
6. Please note that for any new services added to the itinerary after the Contract is executed, WorldStrides reserves the right to apply the more restrictive cancellation terms between WorldStrides cancellation terms and the third-party supplier. WorldStrides will make best efforts to communicate in writing in a timely manner price increases as a result of any College approved changes.

Independent Contractor. WorldStrides shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law. WorldStrides agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between WorldStrides and the College, and the College shall not be liable for any obligation incurred by WorldStrides, including but not limited to unpaid minimum wages or overtime premiums. If WorldStrides has employees or subcontractors, WorldStrides further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of WorldStrides's employees for the duration of this Contract. WorldStrides agrees to furnish the College proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements. WorldStrides is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a five million-dollar (\$5,000,000) umbrella. WorldStrides's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College. The College will be named on WorldStrides's liability insurance policy. Participants will have embedded insurance that covers a wide range of health and safety risks, with special coverage for medical-related cancellation, mental health, and security or medical evacuation.

Access to Records. WorldStrides agrees to maintain complete records regarding the expenditures of funds provided by the College under this Contract. WorldStrides agrees to allow authorized representatives of the College, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate, free access at reasonable times to all records generated or maintained as a result of this Contract for a period of three (3) years after the termination of this Contract.

Employee Work Eligibility Status. WorldStrides is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Non-Discrimination. WorldStrides agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. WorldStrides further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

ADA & Drug-Free Workplace Requirements. All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, WorldStrides certifies that WorldStrides operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.



Use of Information; Property Ownership. WorldStrides agrees that any and all information gathered in the performance of this Contract, either independently or through the College, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. WorldStrides agrees that no authority or information gained through the existence of this Contract will be used to obtain financial gain for WorldStrides, for any member of WorldStrides's immediate family, or for any business with which WorldStrides is associated except to the extent provided by this Contract. WorldStrides further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this Contract shall be the property of the College. WorldStrides hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this Contract.

Parties; Subcontractors; Assignment. References to WorldStrides and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. WorldStrides agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the College. WorldStrides agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the College.

Complete Agreement; Governing Law; Amendment. This Contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This Contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This Contract may be amended at any time in writing upon the agreement and signature of both parties. In case of any conflicting terms between WorldStrides' proposal and this Contract, the terms of this Contract shall control.

Confidentiality. WorldStrides acknowledges that performance under the terms of this Contract may involve receipt of user data from the College. WorldStrides will utilize user data from the College only in the furtherance of this Contract. WorldStrides will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. WorldStrides will reimburse the College for any and all expenses incurred by the College as a result of a data breach of WorldStrides's systems. If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA), WorldStrides agrees and acknowledges that WorldStrides is acting as an officer of the College for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information. WorldStrides further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

Changes to Program. WorldStrides reserves the right to make additions or deletions in the program deemed advisable for the well-being of the group or changes in circumstances. WorldStrides will work with key decision makers at the College regarding additions or deletions to the program that are directly related to the well-being of the group or changes in circumstances. WorldStrides will notify the authorized College representative(s) of any proposed changes or alterations to the program before confirming. Reservations are not transferable.

Individual or Group Non-Program Reservations WorldStrides assumes no responsibility for reservations, travel, or program excursions that are not booked directly through WorldStrides. Further, WorldStrides' insurance programs will not extend to or cover any program element that is not booked directly through WorldStrides.

Health & Insurance. Participants with special medical or physical requirements should investigate destination(s) beforehand and ensure the care and conditions they need will be available. For further information regarding travel to specific destination(s), please visit the Centers for Disease Control and Prevention's Travelers' Health website (<https://wwwnc.cdc.gov/travel/>). Any physical or mental condition requiring special medical attention or equipment must be disclosed in writing to WorldStrides as soon as the condition is known and registration confirmed. WorldStrides will make efforts to meet special needs, but may alter itineraries accordingly. In compliance with WorldStrides safety and security standards, all participants are covered by insurance underwritten by an independent insurer with benefits, including but not limited to, medical, dental, mental health, and emergency medical and security evacuation coverage. Covered expenses resulting from an on-tour incident must be incurred on tour. Any charges not covered will be the responsibility of the participant. In the rare event of a major medical issue, evacuation, or other serious situation, the College and/or participant may be responsible for additional fees related to staff time and risk management resources, and vendor support, if activated.

Registration, Privacy, and Information Retention. WorldStrides risk management procedures and liability insurance providers require collection of certain information from all participants. As a result, participants are required to register online via WorldStrides secure online registration platform. Because the nature of the business requires coordination with various partners and suppliers who assist WorldStrides to deliver the travel services requested, it is necessary to share certain personal information collected from the online registration system. This includes registration of international travelers' email addresses with the U.S. State Department seven (7) days before travel, which may result in participants receiving urgent email advisories before and during the program. WorldStrides assumes no responsibility or liability for unregistered participants and prohibits their participation in the program. WorldStrides uses commercially reasonable physical, technical, and administrative safeguards to assist us in preventing unauthorized access, use and disclosure of sensitive information. Furthermore, WorldStrides uses industry best-practices for the secure and reasonable retention of information and records. In the event that WorldStrides believes an unauthorized party has obtained access to any protected records, WorldStrides will notify the College immediately.

Visa(s) & Passport. Visa(s) are not required for U.S. citizens entering the United Kingdom and Ireland. Some non-U.S. passport holders will be required to obtain a visa on their own, which is based on embassy or consulate requirements. These participants will be provided documents for any arrangements made by WorldStrides. This may include a hotel confirmation letter and confirmations for intra-program transportation, if applicable. Upon request, WorldStrides can also provide a standard invitation letter and proof of insurance. Other documents may be required, and the participant is responsible for obtaining these independently. Please refer to registration materials to be sure that visa issues are addressed prior to travel. WorldStrides will assist in the visa(s) procurement process, the attainment of a visa(s), including transit visas, however, it is ultimately the responsibility of the participant. WorldStrides will communicate specific visa requirements and guidance to non-U.S. residents following their registration. Regardless of whether visas are required or included in package pricing, a customized visa assessment and toolkit (including application(s) and instruction(s) is emailed to every participant with U.S. residency status following their registration. Inability to travel due to a lack of proper travel documents (Passports & Visas) does not constitute grounds for a refund. WorldStrides' quoted visa processing price is subject to adjustment. Visa documents submitted after the processing deadline may result in late fees. Late fees or consular fee changes are the responsibility of the participant.

Participant Responsibility. All program participants will be responsible for their own actions at all times. WorldStrides assumes no responsibility for participants when they are on their own "free time." The College understands that traveling program participants are solely responsible for the pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment. Furthermore, College understands that it is the participants' responsibility to understand the risks associated while traveling, including, but not limited to, understanding hotel fire safety and emergency evacuation plans at each location. Additional information can be found at the State Department's International Travel website (<https://travel.state.gov/>).

Participant Behavior. While participating on WorldStrides program, participants are ambassadors of the U.S., the College, and WorldStrides, and participants must behave in a manner that is respectful of the host culture, its people and laws at all times. While on the program, participants remain bound by the College's academic and behavioral rules, including any student code of conduct, and participants can be expelled from the program if he/she breaches such rules. Any costs associated with disrespectful behavior, including damage, will be the responsibility of the participant. In the event a participant is expelled from a program, no refund of any kind will be made. Any expelled participant is responsible for all costs to return home. The College is responsible for informing participants of this behavior standard.

Force Majeure. WorldStrides assumes no responsibility for events beyond its reasonable control, including, but not limited to, acts of God, war (whether declared or not), terrorist or criminal activities, strikes, civil unrest, government restrictions, lost or stolen belongings, overbooking of accommodations, mechanical failure of or delays with transportation, illness, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, or actual, perceived, or threatened epidemics. WorldStrides shall not be responsible for personal or bodily injury, loss, or damage from any event caused by persons or companies not directly or indirectly controlled by WorldStrides, including without limitation air carriers, bus companies, railways, hotels, subcontracted agents, or tour operators, except to the extent of WorldStrides' negligence or willful misconduct in selecting and contracting with such persons or companies.

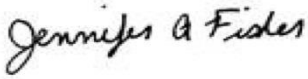
Indemnity. To the fullest extent permitted by law, WorldStrides will indemnify, participate in the defense of, and hold harmless the College, and its agents and employees, against any claims, damages, losses and expenses, arising out of or resulting from the provision of travel-related services pursuant to the contracted program, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of WorldStrides, or anyone directly employed by WorldStrides. This indemnification is specifically limited by the exclusions in the Force Majeure paragraph. Furthermore, this indemnification will not apply to claims, damages, losses or expenses caused in any part by the College. WorldStrides will name the College as an additional insured under its applicable liability policy for the duration of events and travel booked directly through WorldStrides.

College Representative. The College representative for purposes of monitoring and oversight of this Contract is:  
Kate Pope, telephone 308-432-7079, email [kdpope@csc.edu](mailto:kdpope@csc.edu)

Signatures.

By signing below, I acknowledge and agree to the terms of this Contract,

Representative, WorldStrides ISA Custom Programs,  
Lakeland Tours, LLC. dba WorldStrides



\_\_\_\_\_  
Jennifer Fisher, MBA  
Vice President of Program Development

10/23/19  
Date

The Board of Trustees of the Nebraska State Colleges doing  
business as Chadron State College (College)  
President

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

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

The Board of Trustees of the Nebraska State Colleges  
Chancellor

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

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



# Exhibit A

## Art Track Itinerary in the UK & Ireland

### May 10

#### Departure

Sunday

- Group flight departs for London.

Meals Included:  
Per airline

### May 11

#### Arrival and Acclimation in London

Monday

- Meet ISA Site Staff and board private coach at the airport for transfer to afternoon cultural tour.
- Receive your public transportation passes for duration of stay in London. *Weekly Oyster Card unlimited travel in zones 1 & 2*

Meals Included:  
Per airline

London Hotel:  
[Columbia Hotel](#) or similar (1 of 6)

**Guided Tour of Windsor Castle**  
*Entrance and guide included*

Transportation:  
Coach

- After tour, board coach for a **WorldStrides ISA Health & Safety Orientation** en-route to hotel.
- Check into the hotel. Free time.

### May 12

#### London: Tate Modern | V&A Museum | Thames Cruise | Royal Observatory

Tuesday

- After breakfast, meet with Art Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning cultural tour.

Meals Included:  
Breakfast at the hotel

**Self-Guided Tour of Tate Modern**  
*Entrance included and ISA Staff member will serve as support*

London Hotel:  
[Columbia Hotel](#) or similar (2 of 6)

**Guided Tour of Victoria & Albert Museum**  
*Entrance and guide included*

Transportation:  
Oyster card (unlimited Zones 1&2)  
River cruise

- After tour, return to hotel to meet the other tracks.
- Free time- participants on their own for lunch.
- In the afternoon, meet with ISA Site Staff and set off on public transportation for an afternoon cultural tour.

**Guided Tour of River Thames Cruise to Greenwich**  
*Entrance fee/cruise ticket and guide included; tour of building exteriors only*

- After docking, disembark the boat and set off on foot to the Royal Observatory.

**Guided Tour of Royal Observatory**  
*Entrance and guide included*

- After tour, return to the hotel. Free time.

**May 13***Wednesday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (3 of 6)Transportation:

Foot

Oyster card (unlimited Zones 1&amp;2)

**London: Guest Lecture | Free Time | London Eye**

- After breakfast, meet with Art Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on foot for a morning visit.

**Guest Lecture – Art History**

Sourced by WorldStrides' Global Academic Team

- After guest lecture, return to hotel to meet the other tracks.
- Participants have lunch on their own around the hotel.
- Free time to explore London.
- In the early evening, meet with ISA Site Staff and set off on public transportation for an evening cultural tour.

**Self-Guided Tour of the London Eye***Entrance included and ISA Staff member will serve as support*

- Return to the hotel. Free Time.

**May 14***Thursday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (4 of 6)Transportation:

Coach

Foot

**Day Trip to Oxford**

- Meet ISA Site Staff and board coach for a day trip.
- **Coach to Oxford – Approximately 1 hour and 30 Minutes**

**Guided Tour of Oxford***Entrance to Christ College and guide included; no other entrances included*

- After tour of Oxford, meet Art Track faculty director(s) and set off on foot for tour.
- Participants lunch on their own en-route to afternoon tour.

**Guided Ashmolean Museum Tour***Entrance and guide included***Oxford Union***Entrances and short lecture included; ISA Staff member will serve as support*

- After tour, meet ISA Site Staff and meet the other tracks.
- Board coach for transfer to the hotel. Free time.

**May 15***Friday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (5 of 6)Transportation:

Coach

**London: Day Trip to Stonehenge**

- After breakfast, meet with Art Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and board coach for a day trip.
- **Coach to Stonehenge – Approximately 1 hour and 45 Minutes**

**Self-Guided Tour of Stonehenge***Entrance included and ISA Staff member will serve as support*

- Participants lunch on their own during tour.
- After tour, board coach and return to the hotel. Free time.

**May 16**

Saturday

Meals Included:  
Breakfast at the hotel

London Hotel:  
[Columbia Hotel](#) or similar (6 of 6)

Transportation:  
Oyster card (unlimited Zones 1&2)

**London: Westminster Abbey | Parliament**

- Meet ISA Site Staff and set off on public transportation for a morning tour.

**Guided Tour of Westminster Abbey**  
*Entrances and guide included*

- Participants have lunch on their own en-route to afternoon tour.

**Guided Tour of Houses of Parliament**  
*Entrances and blue badge guide included*

- After tour, return to the hotel. Free time.

**May 17**

Sunday

Meals Included:  
Breakfast at the hotel

Dublin Accommodations:  
Trinity College (1 of 7)

Transportation:  
Coach  
Air  
Foot

**Travel to Dublin | Tour of Dublin**

- Meet ISA Site staff and check out of hotel. Board coach and depart for the airport.
- Flight to Dublin – Approximately 1 hour & 20 minutes**

**Intra-Program Flight**

<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
BA834	London (LHR)	Dublin (DUB)	10:35 a.m.	12:10 p.m.

- Meet ISA Site Staff and board private coach at the airport.
- Check into dorm. *Store luggage if rooms are not available.*
- Receive public transportation passes for duration of stay in Dublin – *7-day Leap Visitor Card included.*
- Meet ISA Site Staff and set off on foot/public transportation for an afternoon cultural tour.
- Participants have lunch on their own en-route to afternoon tour.

**Guided Walking Tour of Dublin City**  
*No entrances included; guide included*

- After tour, return to the dorm. Free time.

**May 18**

Monday

Meals Included:  
Breakfast at KC Peaches (voucher included)

Dublin Accommodations:  
Trinity College (2 of 7)

Transportation:  
7-day Leap Visitor Card  
Foot

**Dublin: National College of Art & Design | Irish Museum of Modern Art**

- After breakfast, meet with Art Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning cultural tour.

**National College of Art and Design or Similar**  
*Sourced by WorldStrides' Global Academic Team*

- Participants have lunch on their own before continuing to afternoon tour.
- After lunch, meet ISA Site Staff and set off on foot for an afternoon cultural tour.

**Guided Tour of Irish Museum of Modern Art**  
*Entrance Free of charge; donation and guide included*

- After tour, return to the dorm. Free time.

## May 19

Tuesday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (3 of 7)

### Transportation:

7-day Leap Visitor Card

## Dublin: National Gallery of Ireland | Trinity College & Book of Kells

- After breakfast, meet with Art Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation or a morning cultural tour.

### Guided Tour of the National Gallery of Ireland

*Entrance free of charge; guide included*

- Participants have lunch on their own during visits.

### Guided Tour of Trinity College & Book of Kells

*Entrance and student guide included*

- After tour, return to the dorm. Free time.

## May 20

Wednesday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (4 of 7)

### Transportation:

Coach

Foot

## Day Trip to Belfast

- Meet ISA Site Staff and board coach for a day trip to Belfast.
- Coach to Belfast – Approximately 2 hours**
- Upon arrival, split into respective tracks and meet with Art Track faculty director(s) and board coach for a morning visit.

### Self-Guided Tour of Cap Arts Centre

*Donation included and ISA Staff member will serve as support*

- Afterwards, board coach for transfer to meet with the other tracks at Belfast City Hall.
- Participants have lunch on their own around City Hall.
- Meet ISA Site Staff for an afternoon cultural tour.

### Guided Black Taxi Tour of Peace Walls & Murals

*Entrance and guide included*

- Free time to explore Belfast.
- In the evening, meet ISA Site Staff and board coach for transfer to the dorm in Dublin.

## May 21

Thursday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (5 of 7)

### Transportation:

7-day Leap Visitor Card

Foot

## Dublin: North Side Walk Tour | Jameson Distillery

- After breakfast, meet with Art Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning tour.

### Walking Tour of North Side Walk & Guided Tour of Hugh Gallery

*ISA walking tour and guided tour of Hugh Gallery included*

- Participants have lunch on their own.
- Return to dorm. Free time.
- Meet ISA Site Staff and set off on foot/public transportation for an afternoon tour.

### Self-Guided Tour of Jameson Distillery

*Entrance included and ISA Staff member will serve as support*

- After tour, return to the dorm. Free time.

## May 22

Friday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (6 of 7)

### Transportation:

Coach  
Foot

## Day Trip to Cliffs of Moher

- Meet ISA Site Staff and board coach for a day trip.
- **Coach to Galway – Approximately 2 hours and 25 minutes**
- Upon arrival, short walking tour of Galway.

### Self-Guided Walking Tour of Galway

*No entrances necessary and ISA Staff member will serve as support*

- After tour, depart to Doolin (Approximately 1 hour and 30 minutes)
- Participants have lunch on their own in Doolin.
- After lunch, board coach and drive to the Cliffs of Moher.

### Self-Guided Tour of Cliffs of Moher

*Entrance included and ISA Staff member will serve as support*

- After tour, board coach and return to dorm in Dublin.
- Participants have dinner on their own en-route to the dorm. Free time.

## May 23

Saturday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Lunch

### Dublin Accommodations:

Trinity College (7 of 7)

### Transportation:

Own  
Foot  
7-day Leap Visitor Card

## Farewell to Dublin

- Free time in morning to explore Dublin.
- In the afternoon, meet ISA Site Staff in the dorm lobby to travel to the restaurant.
- **Farewell Lunch at Old Storehouse** as a group.
- Return to dorm.
- In the evening, meet ISA Site Staff and set off on foot for an evening **Riverdance Show**. *Ticket included.*
- After show, return to the dorm. Free time.

## May 24

Sunday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Per Airline

### Transportation:

Coach

## Return Home

- Meet ISA Site Staff to check out of dorm. Board coach and transfer to the airport for return flight home.
- Group flight departs en-route to United States.

### Program Ends

# Exhibit B

## Comprehensive inclusions, Support Services & Investment Details

The itineraries reflect the day-to-day arrangements designed for the program. Meals, tours and excursions, academic/company visits, accommodations, and transportation are provided by WorldStrides as detailed in each itinerary.

### During the program WorldStrides provides: Locally-based ISA Resident staff and orientation meeting upon arrival

- English-speaking, trained professional tour guides, as noted.
- Entrances for cultural sites, unless otherwise noted.
- Ground transportation including:
  - Transportation in safe, clean motorcoach as noted in itinerary - Full day = eight (8) hours; Half day = four (4) hours
    - Transfers to visits within city limits (note visits outside city limits may incur additional costs)
    - Meal transfers, as noted
    - Airport transfer for group flights
  - Public transportation passes, as noted in itinerary.
  - Intra-city transportation, as listed in itinerary.
- Intra-program flight from London to Dublin
- Bottled water on coach rides
- One non-alcoholic drink at all included meals

### Before the program departs, WorldStrides provides:

- Marketing website and resources to help promote the program to students
- Customized online registration portal to manage student registration, payments, dietary and health information collection, roommates, etc.
- A customized app with offline access to materials including -day-to-day itinerary, group messaging, and important documents
- Customized pre-departure information for students and faculty

### Academic Support

WorldStrides provides:

- Curriculum Support
- **One (1)** guest lecture and **one (1)** school visit arranged by the Global Academic Team
- Destination and business briefing materials prepared by WorldStrides' Global Academic Team including company and speaker profiles and destination-specific economic information

## Air Transportation

- Round-trip international flight is listed in program details. Group air booking requires ten (10) or more passengers traveling on the same itinerary. In order to ensure confirmation of flights without interruption due to unforeseen cancellations, WorldStrides recommends individual air ticketing for the group of twelve (12) or less.
  - Note: **140 seats held on British Airways**
- One-way economy class ticket included in ground package price from London to Dublin with airport taxes and transfers.
  - Note: **72 seats held on British Airways.**

### Flight #1: British Airways – 13 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA831	Dublin (DUB)	London (LHR)	7:30 a.m.	9:10 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #2: British Airways – 62 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA827	Dublin (DUB)	London (LHR)	10:45 a.m.	12:15 p.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #3: British Airways – 65 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA833	Dublin (DUB)	London (LHR)	9:15 a.m.	10:45 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

## Accommodations

- Six (6) nights in twin occupancy in **London** at the [Columbia Hotel](#) or similar.
  - The exact hotel will be determined based on number of participants and availability. Students will be in twin rooms and program leaders will be in single rooms.
- Seven (7) nights in student dorms in **Dublin** at Trinity College Dublin.
  - Students will either be in twin rooms or four (4) room-apartments, depending on availability.
    - The twin rooms will have a private bathroom. The room includes two (2) single beds that are not lofted or bunkbeds. Kitchens are communal and located on each floor.
    - The apartments will have four (4) single rooms each with a single bed. Each apartment will have two (2) bathrooms, a kitchen, and a common space.
    - Breakfast vouchers are included
    - Towels and bed linens are included with cleaning services on specific days.
  - Faculty director(s) will be in single rooms with a private bathroom or a four (4) room apartment. The 4-room apartment will be private and have two bathrooms, kitchen, and common space. The extra beds will be empty and paid for by College if the faculty director(s) stay in apartments.
  - A housing deposit is not required for the residence; however, participants will be financially responsible for any damages in their room. Should a participant damage the residence hall, WorldStrides requests that College work within established institutional parameters to ensure that financial obligations to WorldStrides are met by College participants. Alternatively, College may remit payment on the participant's behalf and require the participants to repay the College. Prior to departure, College will inform participants that the above conditions are in place.



## Per Person Program Ground, Intra-Program Air, & International Air Costs

Package includes components detailed throughout this Contract.

\$4,850	Twin/shared occupancy for participants throughout the program based on ten to fourteen (10-14) full paying participants (FPP) & one (1) faculty director (single occupancy) included in the program costs. Price is inclusive of all ground transportation, intra-program airfare, and international airfare.
\$4,507	Supplement for an additional faculty director in single accommodations throughout the program (per faculty director)

### Scholarships and Financial Assistance

WorldStrides is committed to making global travel experiences accessible for student participants.

**Group Scholarships/Grants** – College will be eligible for a fifty dollar (\$50) scholarship per FPP for up to thirty (30) student participants (regardless of the number of tracks). If College registers thirty one plus (31+) FPP and chooses to do Long-Haul air with WorldStrides, a one hundred dollar (\$100) scholarship per FPP will be available. The award for this scholarship will be credited to the College on the College's program invoices prior to the payment deadline.

**International Financial Assistance** – This need-based assistance program awards small grants to student participants who demonstrate financial need. Learn more at: <https://fundraising.worldstrides.com/international-financial-assistance-program/>. Limit to four (4) College students per year. The College will receive a credit on the program invoice for the student's stipend(s) indicating which students earned the funding for the College to disperse to the student's account(s).

**Higher Ed Traveler Scholarships** – WorldStrides offers a three thousand dollar (\$3,000) scholarship to three (3) worthy students who will be participating in short-term study abroad annually. One (1) winner is selected in the fall; two (2) more are selected in the spring/summer. Students will be chosen based on an application and personal statement. Learn more at [worldstrides.com/higheredtravelerscholarship](http://worldstrides.com/higheredtravelerscholarship). College student participants are eligible to apply for this scholarship. College students awarded the Higher Ed Traveler Scholarship will receive a check written to the student participant in the amount of three thousand dollars (\$3,000).

### Optional Items Priced Separately

- One hundred ninety nine dollar (\$199) Optional Travel Protection Plan – Cancel for Any Reason (per person)

### Miscellaneous:

- Program costs for a free faculty director in single rooms are included with minimum participants. Their international airfare and intra-program airfare are included.
- Luggage overage fees and hotel incidentals such as mini bar use, is not included and are the responsibility of participants.
- Accommodations are booked at time of program confirmation. If the represented property is not available, a comparable property may be substituted with advance notice to the College.
- **The following items are not currently included in the program costs:**
  - Uneven room pairing charges if faculty director(s) are placed in a four (4) bedroom apartment and there are extra beds the beds are to be paid for by the College.
  - Local mobile phone rental for faculty director(s)/staff

# WorldStrides® | isa Custom Programs



## Contract for Services

The Board of Trustees of the Nebraska State Colleges doing business as Chadron State College  
Business Track to London & Dublin  
May 2020

Attachment: Chadron State College Business Track UK Ireland May 2020 (2582 : WorldStrides Agreements for Study Abroad for Chadron State

# Contract for Services

This Contract for Services (Contract) is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (College) and Lakeland Tours, LLC. dba WorldStrides (WorldStrides). Contract begins September 30, 2019, and ends June 30, 2020. Program services provided under this Contract are described in detail in Exhibits A and B, which are incorporated by reference into this Contract.

**Price and Payment Terms.** Prices in this Contract are contingent on having ten (10) full paying participants (FPP) traveling per track. Should the FPP number fall below ten (10) FPP per track, the program will have to be repriced and the Contract will be amended accordingly. Price considerations include, but are not limited to, airline, vendor, or group-imposed schedule changes or delays as well as fuel surcharges or local country taxes and fee adjustments. WorldStrides will communicate in writing any known charges to the College representative. The College will determine if the College or individual participants will be responsible for these additional charges. The prices are fixed in United States dollars, WorldStrides accepts any foreign currency risk including all current local government taxes, where applicable for included services. Group air is based on ten (10) or more participants traveling on the same itinerary. If this number falls below ten (10), group air is no longer applicable and tickets will be subject to the current market price. Participants are responsible for the differences between the quoted group fare and the individual published fare. When booked, seats and price are only guaranteed up to one hundred (100) days prior to departure. Payment as agreed upon by both parties must be received prior to the group's departure. All participants must be fully paid prior to travel unless alternative arrangements have been agreed upon.

College agrees to send a final roster of traveling participants no later than January 31, 2020. If a participant withdraws between the submission of the roster to WorldStrides and sixty (60) days prior to departure, the College will be responsible for non-refundable costs.

## Schedule

1	<b>Roster due</b>	<i>100 days prior to departure   January 31, 2020</i>
2	<b>Final pre-program payment due</b>	<i>60 days prior to departure   March 11, 2020 100% of the total pre-program invoice due</i>
3	<b>Post-program balance due (if applicable)</b>	<i>30 days after the group returns   June 23, 2020 100% of the program costs due, including costs for added services (if applicable)</i>

**Prompt Payment Act.** In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified by the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

**Fees.** There is a thirty five dollar (\$35) service charge on returned checks, declined credit cards, or a declined ECheck. A fee up to two hundred and fifty dollars (\$250) may apply for any correction made to names within seventy five (75) days of the departure date. Those opting to make payment by wire transfer must absorb all fees associated with that transaction, making sure WorldStrides receives full payment for program without fees subtracted from wire amount.

**Optional Services.** Participants have the option to purchase additional services for their program such as pre and post program hotel nights, airport transfers, appointment tickets, as well as other items. Participants are required to pay in full for all additional items selected through the online portal. Additional services purchased are subject to Standard Fees. Participants must be fully paid in order to travel. No refunds will be provided for additional services cancelled within thirty (30) days of departure. If participant purchases optional travel interruption insurance, terms and conditions of the policy will apply.

**Cancellations and Associated Penalties.** All Cancellations must be sent in writing via email to WorldStrides at [higherred@worldstrides.org](mailto:higherred@worldstrides.org). Cancellations are effective on the date they are received by WorldStrides.

1. International air utilization: Between ninety (90) and sixty one (61) days prior to departure, there is a two hundred dollar (\$200) per seat cancellation penalty.
2. Cancellation of international air once tickets are issued: Once any international air tickets are processed and ticketed (approximately forty five (45) to sixty (60) days prior to departure), the entire amount of the airline tickets becomes fully non-refundable. In these instances, the issued tickets will be delivered to the cancelling participants and it may be possible, subject to the airline's rules and change fees, to reuse them in the future. However, WorldStrides is not responsible for such changes, and can make no guarantees regarding the availability of any future use. Tour conductor tickets have no value for later use.

3. Cancellations within thirty one (31) to sixty (60) days of departure: For any cancellations received between thirty one (31) and sixty (60) days prior to travel, WorldStrides will retain fifty percent (50%) of the ground services portion of the program fee in addition to any penalties due for international air.
4. Cancellations within thirty (30) days of departure: Cancellations received within thirty (30) days of departure are subject to a cancellation fee equal to one hundred percent (100%) of both the ground services and international air, although cancelling participants will receive any issued airline tickets subject to airline restrictions on future use.
5. U.S. and foreign departure, customs and security taxes, and fuel surcharges as printed on the ticket, are included and are subject to change until time of ticketing, typically forty five (45) days prior to departure. Note: Fuel surcharges are subject to change until time of ticketing. Early ticketing can be made; however, once ticketed, any future changes will incur a change/cancellation penalty.
6. Please note that for any new services added to the itinerary after the Contract is executed, WorldStrides reserves the right to apply the more restrictive cancellation terms between WorldStrides cancellation terms and the third-party supplier. WorldStrides will make best efforts to communicate in writing in a timely manner price increases as a result of any College approved changes.

Independent Contractor. WorldStrides shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law. WorldStrides agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between WorldStrides and the College, and the College shall not be liable for any obligation incurred by WorldStrides, including but not limited to unpaid minimum wages or overtime premiums. If WorldStrides has employees or subcontractors, WorldStrides further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of WorldStrides's employees for the duration of this Contract. WorldStrides agrees to furnish the College proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements. WorldStrides is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a five million-dollar (\$5,000,000) umbrella. WorldStrides's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College. The College will be named on WorldStrides's liability insurance policy. Participants will have embedded insurance that covers a wide range of health and safety risks, with special coverage for medical-related cancellation, mental health, and security or medical evacuation.

Access to Records. WorldStrides agrees to maintain complete records regarding the expenditures of funds provided by the College under this Contract. WorldStrides agrees to allow authorized representatives of the College, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate, free access at reasonable times to all records generated or maintained as a result of this Contract for a period of three (3) years after the termination of this Contract.

Employee Work Eligibility Status. WorldStrides is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Non-Discrimination. WorldStrides agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. WorldStrides further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

ADA & Drug-Free Workplace Requirements. All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, WorldStrides certifies that WorldStrides operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.



Use of Information; Property Ownership. WorldStrides agrees that any and all information gathered in the performance of this Contract, either independently or through the College, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. WorldStrides agrees that no authority or information gained through the existence of this Contract will be used to obtain financial gain for WorldStrides, for any member of WorldStrides's immediate family, or for any business with which WorldStrides is associated except to the extent provided by this Contract. WorldStrides further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this Contract shall be the property of the College. WorldStrides hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this Contract.

Parties; Subcontractors; Assignment. References to WorldStrides and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. WorldStrides agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the College. WorldStrides agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the College.

Complete Agreement; Governing Law; Amendment. This Contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This Contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This Contract may be amended at any time in writing upon the agreement and signature of both parties. In case of any conflicting terms between WorldStrides' proposal and this Contract, the terms of this Contract shall control.

Confidentiality. WorldStrides acknowledges that performance under the terms of this Contract may involve receipt of user data from the College. WorldStrides will utilize user data from the College only in the furtherance of this Contract. WorldStrides will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. WorldStrides will reimburse the College for any and all expenses incurred by the College as a result of a data breach of WorldStrides's systems. If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA), WorldStrides agrees and acknowledges that WorldStrides is acting as an officer of the College for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information. WorldStrides further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

Changes to Program. WorldStrides reserves the right to make additions or deletions in the program deemed advisable for the well-being of the group or changes in circumstances. WorldStrides will work with key decision makers at the College regarding additions or deletions to the program that are directly related to the well-being of the group or changes in circumstances. WorldStrides will notify the authorized College representative(s) of any proposed changes or alterations to the program before confirming. Reservations are not transferable.

Individual or Group Non-Program Reservations WorldStrides assumes no responsibility for reservations, travel, or program excursions that are not booked directly through WorldStrides. Further, WorldStrides' insurance programs will not extend to or cover any program element that is not booked directly through WorldStrides.

Health & Insurance. Participants with special medical or physical requirements should investigate destination(s) beforehand and ensure the care and conditions they need will be available. For further information regarding travel to specific destination(s), please visit the Centers for Disease Control and Prevention's Travelers' Health website (<https://wwwnc.cdc.gov/travel/>). Any physical or mental condition requiring special medical attention or equipment must be disclosed in writing to WorldStrides as soon as the condition is known and registration confirmed. WorldStrides will make efforts to meet special needs, but may alter itineraries accordingly. In compliance with WorldStrides safety and security standards, all participants are covered by insurance underwritten by an independent insurer with benefits, including but not limited to, medical, dental, mental health, and emergency medical and security evacuation coverage. Covered expenses resulting from an on-tour incident must be incurred on tour. Any charges not covered will be the responsibility of the participant. In the rare event of a major medical issue, evacuation, or other serious situation, the College and/or participant may be responsible for additional fees related to staff time and risk management resources, and vendor support, if activated.

Registration, Privacy, and Information Retention. WorldStrides risk management procedures and liability insurance providers require collection of certain information from all participants. As a result, participants are required to register online via WorldStrides secure online registration platform. Because the nature of the business requires coordination with various partners and suppliers who assist WorldStrides to deliver the travel services requested, it is necessary to share certain personal information collected from the online registration system. This includes registration of international travelers' email addresses with the U.S. State Department seven (7) days before travel, which may result in participants receiving urgent email advisories before and during the program. WorldStrides assumes no responsibility or liability for unregistered participants and prohibits their participation in the program. WorldStrides uses commercially reasonable physical, technical, and administrative safeguards to assist us in preventing unauthorized access, use and disclosure of sensitive information. Furthermore, WorldStrides uses industry best-practices for the secure and reasonable retention of information and records. In the event that WorldStrides believes an unauthorized party has obtained access to any protected records, WorldStrides will notify the College immediately.

Visa(s) & Passport. Visa(s) are not required for U.S. citizens entering the United Kingdom and Ireland. Some non-U.S. passport holders will be required to obtain a visa on their own, which is based on embassy or consulate requirements. These participants will be provided documents for any arrangements made by WorldStrides. This may include a hotel confirmation letter and confirmations for intra-program transportation, if applicable. Upon request, WorldStrides can also provide a standard invitation letter and proof of insurance. Other documents may be required, and the participant is responsible for obtaining these independently. Please refer to registration materials to be sure that visa issues are addressed prior to travel. WorldStrides will assist in the visa(s) procurement process, the attainment of a visa(s), including transit visas, however, it is ultimately the responsibility of the participant. WorldStrides will communicate specific visa requirements and guidance to non-U.S. residents following their registration. Regardless of whether visas are required or included in package pricing, a customized visa assessment and toolkit (including application(s) and instruction(s) is emailed to every participant with U.S. residency status following their registration. Inability to travel due to a lack of proper travel documents (Passports & Visas) does not constitute grounds for a refund. WorldStrides' quoted visa processing price is subject to adjustment. Visa documents submitted after the processing deadline may result in late fees. Late fees or consular fee changes are the responsibility of the participant.

Participant Responsibility. All program participants will be responsible for their own actions at all times. WorldStrides assumes no responsibility for participants when they are on their own "free time." The College understands that traveling program participants are solely responsible for the pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment. Furthermore, College understands that it is the participants' responsibility to understand the risks associated while traveling, including, but not limited to, understanding hotel fire safety and emergency evacuation plans at each location. Additional information can be found at the State Department's International Travel website (<https://travel.state.gov/>).

Participant Behavior. While participating on WorldStrides program, participants are ambassadors of the U.S., the College, and WorldStrides, and participants must behave in a manner that is respectful of the host culture, its people and laws at all times. While on the program, participants remain bound by the College's academic and behavioral rules, including any student code of conduct, and participants can be expelled from the program if he/she breaches such rules. Any costs associated with disrespectful behavior, including damage, will be the responsibility of the participant. In the event a participant is expelled from a program, no refund of any kind will be made. Any expelled participant is responsible for all costs to return home. The College is responsible for informing participants of this behavior standard.

Force Majeure. WorldStrides assumes no responsibility for events beyond its reasonable control, including, but not limited to, acts of God, war (whether declared or not), terrorist or criminal activities, strikes, civil unrest, government restrictions, lost or stolen belongings, overbooking of accommodations, mechanical failure of or delays with transportation, illness, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, or actual, perceived, or threatened epidemics. WorldStrides shall not be responsible for personal or bodily injury, loss, or damage from any event caused by persons or companies not directly or indirectly controlled by WorldStrides, including without limitation air carriers, bus companies, railways, hotels, subcontracted agents, or tour operators, except to the extent of WorldStrides' negligence or willful misconduct in selecting and contracting with such persons or companies.

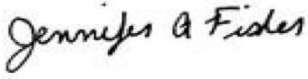
Indemnity. To the fullest extent permitted by law, WorldStrides will indemnify, participate in the defense of, and hold harmless the College, and its agents and employees, against any claims, damages, losses and expenses, arising out of or resulting from the provision of travel-related services pursuant to the contracted program, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of WorldStrides, or anyone directly employed by WorldStrides. This indemnification is specifically limited by the exclusions in the Force Majeure paragraph. Furthermore, this indemnification will not apply to claims, damages, losses or expenses caused in any part by the College. WorldStrides will name the College as an additional insured under its applicable liability policy for the duration of events and travel booked directly through WorldStrides.

College Representative. The College representative for purposes of monitoring and oversight of this Contract is:  
Kate Pope, telephone 308-432-7079, email [kdpope@csc.edu](mailto:kdpope@csc.edu)

Signatures.

By signing below, I acknowledge and agree to the terms of this Contract,

Representative, WorldStrides ISA Custom Programs,  
Lakeland Tours, LLC. dba WorldStrides



\_\_\_\_\_  
Jennifer Fisher, MBA  
Vice President of Program Development

10/23/19  
Date

The Board of Trustees of the Nebraska State Colleges doing  
business as Chadron State College (College)  
President

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

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

The Board of Trustees of the Nebraska State Colleges  
Chancellor

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

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

# Exhibit A

## Business Track Itinerary in the UK & Ireland

### May 10

#### Departure

Sunday

- Group flight departs for London.

Meals Included:  
Per airline

### May 11

#### Arrival and Acclimation in London

Monday

- Meet ISA Site Staff and board private coach at the airport for transfer to afternoon cultural tour.
- Receive your public transportation passes for duration of stay in London. *Weekly Oyster Card unlimited travel in zones 1 & 2*

Meals Included:  
Per airline

#### Guided Tour of Windsor Castle

*Entrance and guide included*

London Hotel:  
[Columbia Hotel](#) or similar (1 of 6)

Transportation:  
Coach

- After tour, board coach for a **WorldStrides ISA Health & Safety Orientation** en-route to hotel.
- Check into the hotel. Free time.

### May 12

#### London: Cockpit Arts Visit | Thames Cruise | Greenwich Royal Observatory

Tuesday

- After breakfast, meet with Business Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning cultural visit.

Meals Included:  
Breakfast at the hotel

#### Cockpit Arts Visit

*Entrance included and ISA Staff member will serve as support*

London Hotel:  
[Columbia Hotel](#) or similar (2 of 6)

Transportation:  
Oyster card (unlimited Zones 1&2)  
River cruise

- After visit, return to hotel to meet the other tracks.
- Free time- participants on their own for lunch.
- In the afternoon, meet with ISA Site Staff and set off on public transportation for an afternoon cultural tour.

#### Guided Tour of River Thames Cruise to Greenwich

*Entrance fee/cruise ticket and guide included; tour of building exteriors only*

- After docking, disembark the boat and set off on foot to the Royal Observatory.

#### Guided Tour of Royal Observatory

*Entrance and guide included*

- After tour, return to the hotel. Free time.



**May 13***Wednesday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (3 of 6)Transportation:

Oyster card (unlimited Zones 1, 2, &amp; 3)

**London: Collaborative Café | Free Time | London Eye**

- After breakfast, meet with Business Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

**Collaborative Café (The Red Hedgehog) or Similar**  
Sourced by WorldStrides' Global Academic Team

- After visit, return to hotel to meet the other tracks.
- Participants have lunch on their own around the hotel.
- Free time to explore London.
- In the early evening, meet with ISA Site Staff and set off on public transportation for an evening cultural tour.

**Self-Guided Tour of the London Eye***Entrance included and ISA Staff member will serve as support*

- Return to the hotel. Free time.

**May 14***Thursday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (4 of 6)Transportation:Coach  
Foot**Day Trip to Oxford**

- Meet ISA Site Staff and board coach for a day trip.
- **Coach to Oxford – Approximately 1 hour and 30 Minutes**

**Guided Tour of Oxford***Entrance to Christ College and guide included; no other entrances included*

- After tour of Oxford, meet Business Track faculty director(s) and board coach for tour.
- Participants lunch on their own en-route to afternoon tour.

**MINI Plant Oxford Tour***Entrances included and ISA Staff member will serve as support*

- After tour, meet ISA Site Staff and board coach for transfer to the hotel. Free time.

**May 15***Friday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (5 of 6)Transportation:Oyster card (unlimited Zones 1&2)  
Foot**London: London Financial Walking Tour | Free Afternoon**

- After breakfast, meet with Business Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on foot for a tour.

**Guided Walking Tour of London Financial District***No entrances included; guide included*

- After tour, return to the hotel via public transportation.
- Free time. Participants will seek lunch and dinner on their own.

**May 16**

Saturday

Meals Included:  
Breakfast at the hotel

London Hotel:  
[Columbia Hotel](#) or similar (6 of 6)

Transportation:  
Oyster card (unlimited Zones 1&2)

**London: Westminster Abbey | Parliament**

- Meet ISA Site Staff and set off on public transportation for a morning tour.

**Guided Tour of Westminster Abbey**  
*Entrances and guide included*

- Participants have lunch on their own en-route to afternoon tour.

**Guided Tour of Houses of Parliament**  
*Entrances and blue badge guide included*

- After tour, return to hotel. Free time.

**May 17**

Sunday

Meals Included:  
Breakfast at the hotel

Dublin Accommodations:  
Trinity College (1 of 7)

Transportation:  
Coach  
Air  
Foot

**Travel to Dublin | Tour of Dublin**

- Meet ISA Site staff and check out of hotel. Board coach and depart for the airport.
- Flight to Dublin – Approximately 1 hour & 20 minutes**

**Intra-Program Flight**

<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
BA834	London (LHR)	Dublin (DUB)	10:35 a.m.	12:10 p.m.

- Meet ISA Site Staff and board private coach at the airport.
- Check into dorm. *Store luggage if rooms are not available.*
- Receive public transportation passes for duration of stay in Dublin – *7-day Leap Visitor Card included.*
- Meet ISA Site Staff and set off on foot/public transportation for an afternoon cultural tour.
- Participants have lunch on their own en-route to afternoon tour.

**Guided Walking Tour of Dublin City**  
*No entrances included; guide included*

- After tour, return to the dorm. Free time.

**May 18**

Monday

Meals Included:  
Breakfast at KC Peaches (voucher included)

Dublin Accommodations:  
Trinity College (2 of 7)

Transportation:  
7-day Leap Visitor Card

**Dublin: HuckleTree Coworking | Central Bank of Ireland**

- After breakfast, meet with Business Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

**Business Games Workshop & Visit to HuckleTree Coworking Space**  
*Entrance fee included and ISA Staff member will serve as support*

- Participants have lunch on their own before continuing to afternoon tour.
- After lunch, meet ISA Site Staff and set off on foot for an afternoon cultural tour.

**Self-Guided Tour of Central Bank of Ireland**  
*Entrance free of charge; ISA Staff member will serve as support*

- After tour, return to the dorm. Free time.

**May 19***Tuesday*Meals Included:

Breakfast at KC Peaches (voucher included)

Dublin Accommodations:

Trinity College (3 of 7)

Transportation:

7-day Leap Visitor Card

**Dublin: Company Visit | Kilmainham Gaol & Royal Hospital Gardens**

- After breakfast, meet with Business Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

**Vistatec or Similar**

Sourced by WorldStrides' Global Academic Team

- Participants lunch on their own en-route to afternoon tour.

**Guided Tour of Kilmainham Gaol***Entrances and specialized guide included*

- After tour, return to the dorm. Free time.

**May 20***Wednesday*Meals Included:

Breakfast at KC Peaches (voucher included)

Dublin Accommodations:

Trinity College (4 of 7)

Transportation:Coach  
Foot**Day Trip to Belfast**

- Meet ISA Site Staff and board coach for a day trip to Belfast.
- **Coach to Belfast – Approximately 2 hours**
- Upon arrival, split into respective tracks and meet with Business Track faculty director(s) and board coach for a morning visit.

**Guest Lecture - Women in Business**

Sourced by WorldStrides' Global Academic Team

- Afterwards, board coach for transfer to meet with the other tracks at Belfast City Hall.
- Participants have lunch on their own around City Hall.
- Meet ISA Site Staff for an afternoon cultural tour.

**Guided Black Taxi Tour of Peace Walls & Murals***Entrance and guide included*

- Free time to explore Belfast.
- In the evening, meet ISA Site Staff and board coach for transfer to the dorm in Dublin.

**May 21***Thursday*Meals Included:

Breakfast at KC Peaches (voucher included)

Dublin Accommodations:

Trinity College (5 of 7)

Transportation:7-day Leap Visitor Card  
Foot**Dublin: Company Visit | Jameson Distillery**

- After breakfast, meet with Business Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

**American Chamber of Commerce or Similar**

Sourced by WorldStrides' Global Academic Team

- Participants have lunch on their own.
- Return to dorm. Free time.
- Meet ISA Site Staff and set off on foot/public transportation for an afternoon tour.

**Self-Guided Tour of Jameson Distillery***Entrance included and ISA Staff member will serve as support*

- After tour, return to the dorm. Free time.

## May 22

Friday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (6 of 7)

### Transportation:

Coach  
Foot

## Day Trip to Cliffs of Moher

- Meet ISA Site Staff and board coach for a day trip.
- **Coach to Galway – Approximately 2 hours and 25 minutes**
- Upon arrival, short walking tour of Galway.

### Self-Guided Walking Tour of Galway

*No entrances necessary and ISA Staff member will serve as support*

- After tour, depart to Doolin (Approximately 1 hour and 30 minutes)
- Participants have lunch on their own in Doolin.
- After lunch, board coach and drive to the Cliffs of Moher.

### Self-Guided Tour of Cliffs of Moher

*Entrance included and ISA Staff member will serve as support*

- After tour, board coach and return to dorm in Dublin.
- Participants have dinner on their own en-route to the dorm. Free time.

## May 23

Saturday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Lunch

### Dublin Accommodations:

Trinity College (7 of 7)

### Transportation:

Own  
Foot

## Farewell to Dublin

- Free time in morning to explore Dublin.
- In the afternoon, meet ISA Site Staff in the dorm lobby to travel to the restaurant.
- **Farewell Lunch at Old Storehouse** as a group.
- Return to dorm.
- In the evening, meet ISA Site Staff and set off on foot for an evening **Riverdance Show**. *Ticket included.*
- After show, return to the dorm. Free time.

## May 24

Sunday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Per Airline

### Transportation:

Coach

## Return Home

- Meet ISA Site Staff to check out of dorm. Board coach and transfer to the airport for return flight home.
- Group flight departs en-route to United States.

### Program Ends

# Exhibit B

## Comprehensive inclusions, Support Services & Investment Details

The itineraries reflect the day-to-day arrangements designed for the program. Meals, tours and excursions, academic/company visits, accommodations, and transportation are provided by WorldStrides as detailed in each itinerary.

### During the program WorldStrides provides: Locally-based ISA Resident staff and orientation meeting upon arrival

- English-speaking, trained professional tour guides, as noted.
- Entrances for cultural sites, unless otherwise noted.
- Ground transportation including:
  - Transportation in safe, clean motorcoach as noted in itinerary - Full day = eight (8) hours; Half day = four (4) hours
    - Transfers to visits within city limits (note visits outside city limits may incur additional costs)
    - Meal transfers, as noted
    - Airport transfer for group flights
  - Public transportation passes, as noted in itinerary.
  - Intra-city transportation, as listed in itinerary.
- Intra-program flight from London to Dublin
- Bottled water on coach rides
- One non-alcoholic drink at all included meals

### Before the program departs, WorldStrides provides:

- Marketing website and resources to help promote the program to students
- Customized online registration portal to manage student registration, payments, dietary and health information collection, roommates, etc.
- A customized app with offline access to materials including -day-to-day itinerary, group messaging, and important documents
- Customized pre-departure information for students and faculty

### Academic Support

WorldStrides provides:

- Curriculum Support
- **One (1)** guest lecture and **three (3)** business visits arranged by the Global Academic Team
- Destination and business briefing materials prepared by WorldStrides' Global Academic Team including company and speaker profiles and destination-specific economic information

## Air Transportation

- Round-trip international flight is listed in program details. Group air booking requires ten (10) or more passengers traveling on the same itinerary. In order to ensure confirmation of flights without interruption due to unforeseen cancellations, WorldStrides recommends individual air ticketing for the group of twelve (12) or less.
  - Note: **140 seats held on British Airways**
- One-way economy class ticket included in ground package price from London to Dublin with airport taxes and transfers.
  - Note: **72 seats held on British Airways.**

### Flight #1: British Airways – 13 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA831	Dublin (DUB)	London (LHR)	7:30 a.m.	9:10 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #2: British Airways – 62 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA827	Dublin (DUB)	London (LHR)	10:45 a.m.	12:15 p.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #3: British Airways – 65 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA833	Dublin (DUB)	London (LHR)	9:15 a.m.	10:45 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

## Accommodations

- Six (6) nights in twin occupancy in **London** at the [Columbia Hotel](#) or similar.
  - The exact hotel will be determined based on number of participants and availability. Students will be in twin rooms and program leaders will be in single rooms.
- Seven (7) nights in student dorms in **Dublin** at Trinity College Dublin.
  - Students will either be in twin rooms or four (4) room-apartments, depending on availability.
    - The twin rooms will have a private bathroom. The room includes two (2) single beds that are not lofted or bunkbeds. Kitchens are communal and located on each floor.
    - The apartments will have four (4) single rooms each with a single bed. Each apartment will have two (2) bathrooms, a kitchen, and a common space.
    - Breakfast vouchers are included
    - Towels and bed linens are included with cleaning services on specific days.
  - Faculty director(s) will be in single rooms with a private bathroom or a four (4) room apartment. The 4-room apartment will be private and have two bathrooms, kitchen, and common space. The extra beds will be empty and paid for by College if the faculty director(s) stay in apartments.
  - A housing deposit is not required for the residence; however, participants will be financially responsible for any damages in their room. Should a participant damage the residence hall, WorldStrides requests that College work within established institutional parameters to ensure that financial obligations to WorldStrides are met by College participants. Alternatively, College may remit payment on the participant's behalf and require the participants to repay the College. Prior to departure, College will inform participants that the above conditions are in place.

## Per Person Program Ground, Intra-Program Air, & International Air Costs

Package includes components detailed throughout this Contract.

\$4,850	Twin/shared occupancy for participants throughout the program based on ten to fourteen (10-14) full paying participants (FPP) & one (1) faculty director (single occupancy) included in the program costs. Price is inclusive of all ground transportation, intra-program airfare, and international airfare.
\$4,507	Supplement for an additional faculty director in single accommodations throughout the program (per faculty director)

### Scholarships and Financial Assistance

WorldStrides is committed to making global travel experiences accessible for student participants.

**Group Scholarships/Grants** – College will be eligible for a fifty dollar (\$50) scholarship per FPP for up to thirty (30) student participants (regardless of the number of tracks). If College registers thirty one plus (31+) FPP and chooses to do Long-Haul air with WorldStrides, a one hundred dollar (\$100) scholarship per FPP will be available. The award for this scholarship will be credited to the College on the College's program invoices prior to the payment deadline.

**International Financial Assistance** – This need-based assistance program awards small grants to student participants who demonstrate financial need. Learn more at: <https://fundraising.worldstrides.com/international-financial-assistance-program/>. Limit to four (4) College students per year. The College will receive a credit on the program invoice for the student's stipend(s) indicating which students earned the funding for the College to disperse to the student's account(s).

**Higher Ed Traveler Scholarships** – WorldStrides offers a three thousand dollar (\$3,000) scholarship to three (3) worthy students who will be participating in short-term study abroad annually. One (1) winner is selected in the fall; two (2) more are selected in the spring/summer. Students will be chosen based on an application and personal statement. Learn more at [worldstrides.com/higheredtravelerscholarship](http://worldstrides.com/higheredtravelerscholarship). College student participants are eligible to apply for this scholarship. College students awarded the Higher Ed Traveler Scholarship will receive a check written to the student participant in the amount of three thousand dollars (\$3,000).

### Optional Items Priced Separately

- One hundred ninety nine dollar (\$199) Optional Travel Protection Plan – Cancel for Any Reason (per person)

### Miscellaneous:

- Program costs for a free faculty director in single rooms are included with minimum participants. Their international airfare and intra-program airfare are included.
- Luggage overage fees and hotel incidentals such as mini bar use, is not included and are the responsibility of participants.
- Accommodations are booked at time of program confirmation. If the represented property is not available, a comparable property may be substituted with advance notice to the College.
- **The following items are not currently included in the program costs:**
  - Uneven room pairing charges if faculty director(s) are placed in a four (4) bedroom apartment and there are extra beds the beds are to be paid for by the College.
  - Local mobile phone rental for faculty director(s)/staff



# WorldStrides® | isa Custom Programs



## Contract for Services

The Board of Trustees of the Nebraska State Colleges doing business as Chadron State College Education Track to London & Dublin May 2020

Attachment: Chadron State College Education Track UK Ireland May 2020 (2582 : WorldStrides Agreements for Study Abroad for Chadron

# Contract for Services

This Contract for Services (Contract) is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (College) and Lakeland Tours, LLC. dba WorldStrides (WorldStrides). Contract begins September 30, 2019, and ends June 30, 2020. Program services provided under this Contract are described in detail in Exhibits A and B, which are incorporated by reference into this Contract.

**Price and Payment Terms.** Prices in this Contract are contingent on having ten (10) full paying participants (FPP) traveling per track. Should the FPP number fall below ten (10) FPP per track, the program will have to be repriced and the Contract will be amended accordingly. Price considerations include, but are not limited to, airline, vendor, or group-imposed schedule changes or delays as well as fuel surcharges or local country taxes and fee adjustments. WorldStrides will communicate in writing any known charges to the College representative. The College will determine if the College or individual participants will be responsible for these additional charges. The prices are fixed in United States dollars, WorldStrides accepts any foreign currency risk including all current local government taxes, where applicable for included services. Group air is based on ten (10) or more participants traveling on the same itinerary. If this number falls below ten (10), group air is no longer applicable and tickets will be subject to the current market price. Participants are responsible for the differences between the quoted group fare and the individual published fare. When booked, seats and price are only guaranteed up to one hundred (100) days prior to departure. Payment as agreed upon by both parties must be received prior to the group's departure. All participants must be fully paid prior to travel unless alternative arrangements have been agreed upon.

College agrees to send a final roster of traveling participants no later than January 31, 2020. If a participant withdraws between the submission of the roster to WorldStrides and sixty (60) days prior to departure, the College will be responsible for non-refundable costs.

## Schedule

1	<b>Roster due</b>	100 days prior to departure   January 31, 2020
2	<b>Final pre-program payment due</b>	60 days prior to departure   March 11, 2020 100% of the total pre-program invoice due
3	<b>Post-program balance due (if applicable)</b>	30 days after the group returns   June 23, 2020 100% of the program costs due, including costs for added services (if applicable)

**Prompt Payment Act.** In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified by the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

**Fees.** There is a thirty five dollar (\$35) service charge on returned checks, declined credit cards, or a declined ECheck. A fee up to two hundred and fifty dollars (\$250) may apply for any correction made to names within seventy five (75) days of the departure date. Those opting to make payment by wire transfer must absorb all fees associated with that transaction, making sure WorldStrides receives full payment for program without fees subtracted from wire amount.

**Optional Services.** Participants have the option to purchase additional services for their program such as pre and post program hotel nights, airport transfers, appointment tickets, as well as other items. Participants are required to pay in full for all additional items selected through the online portal. Additional services purchased are subject to Standard Fees. Participants must be fully paid in order to travel. No refunds will be provided for additional services cancelled within thirty (30) days of departure. If participant purchases optional travel interruption insurance, terms and conditions of the policy will apply.

**Cancellations and Associated Penalties.** All Cancellations must be sent in writing via email to WorldStrides at [higher@worldstrides.org](mailto:higher@worldstrides.org). Cancellations are effective on the date they are received by WorldStrides.

1. International air utilization: Between ninety (90) and sixty one (61) days prior to departure, there is a two hundred dollar (\$200) per seat cancellation penalty.
2. Cancellation of international air once tickets are issued: Once any international air tickets are processed and ticketed (approximately forty five (45) to sixty (60) days prior to departure), the entire amount of the airline tickets becomes fully non-refundable. In these instances, the issued tickets will be delivered to the cancelling participants and it may be possible, subject to the airline's rules and change fees, to reuse them in the future. However, WorldStrides is not responsible for such changes, and can make no guarantees regarding the availability of any future use. Tour conductor tickets have no value for later use.

3. Cancellations within thirty one (31) to sixty (60) days of departure: For any cancellations received between thirty one (31) and sixty (60) days prior to travel, WorldStrides will retain fifty percent (50%) of the ground services portion of the program fee in addition to any penalties due for international air.
4. Cancellations within thirty (30) days of departure: Cancellations received within thirty (30) days of departure are subject to a cancellation fee equal to one hundred percent (100%) of both the ground services and international air, although cancelling participants will receive any issued airline tickets subject to airline restrictions on future use.
5. U.S. and foreign departure, customs and security taxes, and fuel surcharges as printed on the ticket, are included and are subject to change until time of ticketing, typically forty five (45) days prior to departure. Note: Fuel surcharges are subject to change until time of ticketing. Early ticketing can be made; however, once ticketed, any future changes will incur a change/cancellation penalty.
6. Please note that for any new services added to the itinerary after the Contract is executed, WorldStrides reserves the right to apply the more restrictive cancellation terms between WorldStrides cancellation terms and the third-party supplier. WorldStrides will make best efforts to communicate in writing in a timely manner price increases as a result of any College approved changes.

Independent Contractor. WorldStrides shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law. WorldStrides agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between WorldStrides and the College, and the College shall not be liable for any obligation incurred by WorldStrides, including but not limited to unpaid minimum wages or overtime premiums. If WorldStrides has employees or subcontractors, WorldStrides further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of WorldStrides's employees for the duration of this Contract. WorldStrides agrees to furnish the College proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements. WorldStrides is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a five million-dollar (\$5,000,000) umbrella. WorldStrides's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College. The College will be named on WorldStrides's liability insurance policy. Participants will have embedded insurance that covers a wide range of health and safety risks, with special coverage for medical-related cancellation, mental health, and security or medical evacuation.

Access to Records. WorldStrides agrees to maintain complete records regarding the expenditures of funds provided by the College under this Contract. WorldStrides agrees to allow authorized representatives of the College, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate, free access at reasonable times to all records generated or maintained as a result of this Contract for a period of three (3) years after the termination of this Contract.

Employee Work Eligibility Status. WorldStrides is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Non-Discrimination. WorldStrides agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. WorldStrides further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

ADA & Drug-Free Workplace Requirements. All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, WorldStrides certifies that WorldStrides operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.



Use of Information; Property Ownership. WorldStrides agrees that any and all information gathered in the performance of this Contract, either independently or through the College, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. WorldStrides agrees that no authority or information gained through the existence of this Contract will be used to obtain financial gain for WorldStrides, for any member of WorldStrides's immediate family, or for any business with which WorldStrides is associated except to the extent provided by this Contract. WorldStrides further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this Contract shall be the property of the College. WorldStrides hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this Contract.

Parties; Subcontractors; Assignment. References to WorldStrides and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. WorldStrides agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the College. WorldStrides agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the College.

Complete Agreement; Governing Law; Amendment. This Contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This Contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This Contract may be amended at any time in writing upon the agreement and signature of both parties. In case of any conflicting terms between WorldStrides' proposal and this Contract, the terms of this Contract shall control.

Confidentiality. WorldStrides acknowledges that performance under the terms of this Contract may involve receipt of user data from the College. WorldStrides will utilize user data from the College only in the furtherance of this Contract. WorldStrides will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. WorldStrides will reimburse the College for any and all expenses incurred by the College as a result of a data breach of WorldStrides's systems. If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA), WorldStrides agrees and acknowledges that WorldStrides is acting as an officer of the College for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information. WorldStrides further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

Changes to Program. WorldStrides reserves the right to make additions or deletions in the program deemed advisable for the well-being of the group or changes in circumstances. WorldStrides will work with key decision makers at the College regarding additions or deletions to the program that are directly related to the well-being of the group or changes in circumstances. WorldStrides will notify the authorized College representative(s) of any proposed changes or alterations to the program before confirming. Reservations are not transferable.

Individual or Group Non-Program Reservations WorldStrides assumes no responsibility for reservations, travel, or program excursions that are not booked directly through WorldStrides. Further, WorldStrides' insurance programs will not extend to or cover any program element that is not booked directly through WorldStrides.

Health & Insurance. Participants with special medical or physical requirements should investigate destination(s) beforehand and ensure the care and conditions they need will be available. For further information regarding travel to specific destination(s), please visit the Centers for Disease Control and Prevention's Travelers' Health website (<https://wwwnc.cdc.gov/travel/>). Any physical or mental condition requiring special medical attention or equipment must be disclosed in writing to WorldStrides as soon as the condition is known and registration confirmed. WorldStrides will make efforts to meet special needs, but may alter itineraries accordingly. In compliance with WorldStrides safety and security standards, all participants are covered by insurance underwritten by an independent insurer with benefits, including but not limited to, medical, dental, mental health, and emergency medical and security evacuation coverage. Covered expenses resulting from an on-tour incident must be incurred on tour. Any charges not covered will be the responsibility of the participant. In the rare event of a major medical issue, evacuation, or other serious situation, the College and/or participant may be responsible for additional fees related to staff time and risk management resources, and vendor support, if activated.

Registration, Privacy, and Information Retention. WorldStrides risk management procedures and liability insurance providers require collection of certain information from all participants. As a result, participants are required to register online via WorldStrides secure online registration platform. Because the nature of the business requires coordination with various partners and suppliers who assist WorldStrides to deliver the travel services requested, it is necessary to share certain personal information collected from the online registration system. This includes registration of international travelers' email addresses with the U.S. State Department seven (7) days before travel, which may result in participants receiving urgent email advisories before and during the program. WorldStrides assumes no responsibility or liability for unregistered participants and prohibits their participation in the program. WorldStrides uses commercially reasonable physical, technical, and administrative safeguards to assist us in preventing unauthorized access, use and disclosure of sensitive information. Furthermore, WorldStrides uses industry best-practices for the secure and reasonable retention of information and records. In the event that WorldStrides believes an unauthorized party has obtained access to any protected records, WorldStrides will notify the College immediately.

Visa(s) & Passport. Visa(s) are not required for U.S. citizens entering the United Kingdom and Ireland. Some non-U.S. passport holders will be required to obtain a visa on their own, which is based on embassy or consulate requirements. These participants will be provided documents for any arrangements made by WorldStrides. This may include a hotel confirmation letter and confirmations for intra-program transportation, if applicable. Upon request, WorldStrides can also provide a standard invitation letter and proof of insurance. Other documents may be required, and the participant is responsible for obtaining these independently. Please refer to registration materials to be sure that visa issues are addressed prior to travel. WorldStrides will assist in the visa(s) procurement process, the attainment of a visa(s), including transit visas, however, it is ultimately the responsibility of the participant. WorldStrides will communicate specific visa requirements and guidance to non-U.S. residents following their registration. Regardless of whether visas are required or included in package pricing, a customized visa assessment and toolkit (including application(s) and instruction(s) is emailed to every participant with U.S. residency status following their registration. Inability to travel due to a lack of proper travel documents (Passports & Visas) does not constitute grounds for a refund. WorldStrides' quoted visa processing price is subject to adjustment. Visa documents submitted after the processing deadline may result in late fees. Late fees or consular fee changes are the responsibility of the participant.

Participant Responsibility. All program participants will be responsible for their own actions at all times. WorldStrides assumes no responsibility for participants when they are on their own "free time." The College understands that traveling program participants are solely responsible for the pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment. Furthermore, College understands that it is the participants' responsibility to understand the risks associated while traveling, including, but not limited to, understanding hotel fire safety and emergency evacuation plans at each location. Additional information can be found at the State Department's International Travel website (<https://travel.state.gov/>).

Participant Behavior. While participating on WorldStrides program, participants are ambassadors of the U.S., the College, and WorldStrides, and participants must behave in a manner that is respectful of the host culture, its people and laws at all times. While on the program, participants remain bound by the College's academic and behavioral rules, including any student code of conduct, and participants can be expelled from the program if he/she breaches such rules. Any costs associated with disrespectful behavior, including damage, will be the responsibility of the participant. In the event a participant is expelled from a program, no refund of any kind will be made. Any expelled participant is responsible for all costs to return home. The College is responsible for informing participants of this behavior standard.

Force Majeure. WorldStrides assumes no responsibility for events beyond its reasonable control, including, but not limited to, acts of God, war (whether declared or not), terrorist or criminal activities, strikes, civil unrest, government restrictions, lost or stolen belongings, overbooking of accommodations, mechanical failure of or delays with transportation, illness, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, or actual, perceived, or threatened epidemics. WorldStrides shall not be responsible for personal or bodily injury, loss, or damage from any event caused by persons or companies not directly or indirectly controlled by WorldStrides, including without limitation air carriers, bus companies, railways, hotels, subcontracted agents, or tour operators, except to the extent of WorldStrides' negligence or willful misconduct in selecting and contracting with such persons or companies.

Indemnity. To the fullest extent permitted by law, WorldStrides will indemnify, participate in the defense of, and hold harmless the College, and its agents and employees, against any claims, damages, losses and expenses, arising out of or resulting from the provision of travel-related services pursuant to the contracted program, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of WorldStrides, or anyone directly employed by WorldStrides. This indemnification is specifically limited by the exclusions in the Force Majeure paragraph. Furthermore, this indemnification will not apply to claims, damages, losses or expenses caused in any part by the College. WorldStrides will name the College as an additional insured under its applicable liability policy for the duration of events and travel booked directly through WorldStrides.

College Representative. The College representative for purposes of monitoring and oversight of this Contract is:  
Kate Pope, telephone 308-432-7079, email [kdpope@csc.edu](mailto:kdpope@csc.edu)

Signatures.

By signing below, I acknowledge and agree to the terms of this Contract,

Representative, WorldStrides ISA Custom Programs,  
Lakeland Tours, LLC. dba WorldStrides

*Jennifer A Fisher*

Jennifer Fisher, MBA  
Vice President of Program Development

10/23/19  
Date

The Board of Trustees of the Nebraska State Colleges doing  
business as Chadron State College (College)  
President

Name:

Date:

The Board of Trustees of the Nebraska State Colleges  
Chancellor

Name:

Date:

# Exhibit A

## Education Track Itinerary in the UK & Ireland

### May 10

#### Departure

Sunday

- Group flight departs for London.

Meals Included:  
Per airline

### May 11

#### Arrival and Acclimation in London

Monday

- Meet ISA Site Staff and board private coach at the airport for transfer to afternoon cultural tour.
- Receive your public transportation passes for duration of stay in London. *Weekly Oyster Card unlimited travel in zones 1 & 2*

Meals Included:  
Per airline

London Hotel:  
[Columbia Hotel](#) or similar (1 of 6)

**Guided Tour of Windsor Castle**  
*Entrance and guide included*

Transportation:  
Coach

- After tour, board coach for a **WorldStrides ISA Health & Safety Orientation** en-route to hotel.
- Check into the hotel. Free time.

### May 12

#### London: University Visit | Thames Cruise | Greenwich Royal Observatory

Tuesday

- After breakfast, meet with Education Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

Meals Included:  
Breakfast at the hotel

**Dulwich College Visit or Similar**  
Sourced by WorldStrides' Global Academic Team

London Hotel:  
[Columbia Hotel](#) or similar (2 of 6)

- After visit, return to hotel to meet the other tracks.
- Free time- participants on their own for lunch.
- In the afternoon, meet with ISA Site Staff and set off on public transportation for an afternoon cultural tour.

Transportation:  
Oyster card (unlimited Zones 1&2)  
River cruise

**Guided Tour of River Thames Cruise to Greenwich**  
*Entrance fee/cruise ticket and guide included; tour of building exteriors only*

- After docking, disembark the boat and set off on foot to the Royal Observatory.

**Guided Tour of Royal Observatory**  
*Entrance and guide included*

- After tour, return to the hotel. Free time.

**May 13***Wednesday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (3 of 6)Transportation:

Train

Oyster card (unlimited Zones 1&amp;2)

**London: School Visit | Free Time | London Eye**

- After breakfast, meet with Education Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on train for a morning visit.

**Anglo-European School, Ingatestone or Similar**

Sourced by WorldStrides' Global Academic Team

- After tour, return to hotel to meet the other tracks.
- Participants have lunch on their own around the hotel.
- Free time to explore London.
- In the early evening, meet with ISA Site Staff and set off on public transportation for an evening cultural tour.

**Self-Guided Tour of the London Eye***Entrance included and ISA Staff member will serve as support*

- Return to the hotel. Free time.

**May 14***Thursday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (4 of 6)Transportation:

Coach

Foot

**Day Trip to Oxford**

- Meet ISA Site Staff and board coach for a day trip.
- **Coach to Oxford – Approximately 1 hour and 30 Minutes**

**Guided Tour of Oxford***Entrance to Christ College and guide included; no other entrances included*

- After tour of Oxford, meet Education Track faculty director(s) and set off on foot for tour.
- Participants lunch on their own en-route to afternoon tour.

**Guided Tour of the Ashmolean Museum***Entrance and guide included*

- After tour, meet ISA Site Staff and board coach for transfer to the hotel. Free time.

**May 15***Friday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (5 of 6)Transportation:

Oyster card (unlimited Zones 1&amp;2)

**London: School Visits**

- After breakfast, meet with Education Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

**St. Paul's Church of England Primary School or Similar**

Sourced by WorldStrides' Global Academic Team

- After first school visit, set off on public transportation for transfer to second school visit.
- Participants lunch on their own en-route to afternoon visit.

**Millbrook Park Church of England Primary School or Similar**

Sourced by WorldStrides' Global Academic Team

- After visit, meet ISA Site Staff and return to the hotel. Free time.



**May 16**

Saturday

Meals Included:  
Breakfast at the hotel

London Hotel:  
[Columbia Hotel](#) or similar (6 of 6)

Transportation:  
Oyster card (unlimited Zones 1&2)

**London: Westminster Abbey | Parliament**

- Meet ISA Site Staff and set off on public transportation for a morning tour.

**Guided Tour of Westminster Abbey**  
*Entrances and guide included*

- Participants have lunch on their own en-route to afternoon tour.

**Guided Tour of Houses of Parliament**  
*Entrances and blue badge guide included*

- After tour, return to the hotel. Free time.

**May 17**

Sunday

Meals Included:  
Breakfast at the hotel

Dublin Accommodations:  
Trinity College (1 of 7)

Transportation:  
Coach  
Air  
Foot

**Travel to Dublin | Tour of Dublin**

- Meet ISA Site staff and check out of hotel. Board coach and depart for the airport.
- Flight to Dublin – Approximately 1 hour & 20 minutes**

**Intra-Program Flight**

<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
BA834	London (LHR)	Dublin (DUB)	10:35 a.m.	12:10 p.m.

- Meet ISA Site Staff and board private coach at the airport.
- Check into dorm. *Store luggage if rooms are not available.*
- Receive public transportation passes for duration of stay in Dublin – *7-day Leap Visitor Card included.*
- Meet ISA Site Staff and set off on foot/public transportation for an afternoon cultural tour.
- Participants have lunch on their own en-route to afternoon tour.

**Guided Walking Tour of Dublin City**  
*No entrances included; guide included*

- After tour, return to the dorm. Free time.

**May 18**

Monday

Meals Included:  
Breakfast at KC Peaches (voucher included)

Dublin Accommodations:  
Trinity College (2 of 7)

Transportation:  
7-day Leap Visitor Card

**Dublin: Trinity School | Trinity College & Book of Kells**

- After breakfast, meet with Education Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

**Trinity College, School of Education or Similar**  
*Sourced by WorldStrides' Global Academic Team*

- Participants have lunch on their own before afternoon tour.
- After lunch, meet ISA Site Staff and set off on foot for an afternoon cultural tour.

**Guided Tour of Trinity College & Book of Kells**  
*Entrance and student guide included*

- After tour, return to the dorm. Free time.

## May 19

Tuesday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (3 of 7)

### Transportation:

7-day Leap Visitor Card

## Dublin: School Visit | Company Visit

- After breakfast, meet with Education Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

### St. Mary's Primary School or Similar

Sourced by WorldStrides' Global Academic Team

- Participants lunch on their own en-route to afternoon visit.

### Teacher's Union of Ireland or Similar

Sourced by WorldStrides' Global Academic Team

- After visit, return to the dorm. Free time.

## May 20

Wednesday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (4 of 7)

### Transportation:

Coach  
Taxi  
Foot

## Day Trip to Belfast

- Meet ISA Site Staff and board coach for a day trip to Belfast.
- Coach to Belfast – Approximately 2 hours**
- Upon arrival, split into respective tracks and meet with Education Track faculty director(s) and board coach for a morning visit.

### Northern Ireland Council for Integrated Education (NICIE) or Similar

Sourced by WorldStrides' Global Academic Team

- Afterwards, board coach for transfer to meet with the other tracks at Belfast City Hall.
- Participants have lunch on their own around City Hall.
- Meet ISA Site Staff for an afternoon cultural tour.

### Guided Black Taxi Tour of Peace Walls & Murals

Entrance and guide included

- Free time to explore Belfast.
- In the evening, meet ISA Site Staff and board coach for transfer to the dorm in Dublin.

## May 21

Thursday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (5 of 7)

### Transportation:

Coach  
Foot

## School Visit | Plunket Museum of Irish Education | Jameson Distillery

- After breakfast, meet with Education Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and board coach for a morning visit.

### Dublin Gaiety School or Similar

Sourced by WorldStrides' Global Academic Team

- After visit, participants have lunch on their own.
- Meet ISA Site Staff and board coach for a cultural tour.

### Self-Guided Tour Plunket Museum of Irish Education

Donation included and ISA Staff member will serve as support

- After tour, meet ISA Site Staff and board coach for an afternoon tour.

### Self-Guided Tour of Jameson Distillery

Entrance included and ISA Staff member will serve as support

- After tour, return to the dorm. Free time.

## May 22

Friday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (6 of 7)

### Transportation:

Coach  
Foot

## Day Trip to Cliffs of Moher

- Meet ISA Site Staff and board coach for a day trip.
- Coach to Galway – Approximately 2 hours and 25 minutes**
- Upon arrival, short walking tour of Galway.

### Self-Guided Walking Tour of Galway

*No entrances necessary and ISA Staff member will serve as support*

- After tour, depart to Doolin (Approximately 1 hour and 30 minutes)
- Participants have lunch on their own in Doolin.
- After lunch, board coach and drive to the Cliffs of Moher.

### Self-Guided Tour of Cliffs of Moher

*Entrance included and ISA Staff member will serve as support*

- After tour, board coach and return to dorm in Dublin.
- Participants have dinner on their own en-route to the dorm. Free time.

## May 23

Saturday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Lunch

### Dublin Accommodations:

Trinity College (7 of 7)

### Transportation:

Own  
Foot  
7-day Leap Visitor Card

## Farewell to Dublin

- Free time in morning to explore Dublin.
- In the afternoon, meet ISA Site Staff in the dorm lobby to travel to the restaurant.
- Farewell Lunch at Old Storehouse** as a group.
- Return to dorm.
- In the evening, meet ISA Site Staff and set off on foot for an evening **Riverdance Show**. *Ticket included.*
- After show, return to the dorm. Free time.

## May 24

Sunday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Per Airline

### Transportation:

Coach

## Return Home

- Meet ISA Site Staff to check out of dorm. Board coach and transfer to the airport for return flight home.
- Group flight departs en-route to United States.

### Program Ends

# Exhibit B

## Comprehensive inclusions, Support Services & Investment Details

The itineraries reflect the day-to-day arrangements designed for the program. Meals, tours and excursions, academic/company visits, accommodations, and transportation are provided by WorldStrides as detailed in each itinerary.

### During the program WorldStrides provides: Locally-based ISA Resident staff and orientation meeting upon arrival

- English-speaking, trained professional tour guides, as noted.
- Entrances for cultural sites, unless otherwise noted.
- Ground transportation including:
  - Transportation in safe, clean motorcoach as noted in itinerary - Full day = eight (8) hours; Half day = four (4) hours
    - Transfers to visits within city limits (note visits outside city limits may incur additional costs)
    - Meal transfers, as noted
    - Airport transfer for group flights
  - Public transportation passes, as noted in itinerary.
  - Intra-city transportation, as listed in itinerary.
- Intra-program flight from London to Dublin
- Bottled water on coach rides
- One non-alcoholic drink at all included meals

### Before the program departs, WorldStrides provides:

- Marketing website and resources to help promote the program to students
- Customized online registration portal to manage student registration, payments, dietary and health information collection, roommates, etc.
- A customized app with offline access to materials including -day-to-day itinerary, group messaging, and important documents
- Customized pre-departure information for students and faculty

### Academic Support

WorldStrides provides:

- Curriculum Support
- **Nine (9)** university/school visits arranged by the Global Academic Team.
- Destination and business briefing materials prepared by WorldStrides' Global Academic Team including company and speaker profiles and destination-specific economic information

## Air Transportation

- Round-trip international flight is listed in program details. Group air booking requires ten (10) or more passengers traveling on the same itinerary. In order to ensure confirmation of flights without interruption due to unforeseen cancellations, WorldStrides recommends individual air ticketing for the group of twelve (12) or less.
  - Note: **140 seats held on British Airways**
- One-way economy class ticket included in ground package price from London to Dublin with airport taxes and transfers.
  - Note: **72 seats held on British Airways.**

### Flight #1: British Airways – 13 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA831	Dublin (DUB)	London (LHR)	7:30 a.m.	9:10 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #2: British Airways – 62 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA827	Dublin (DUB)	London (LHR)	10:45 a.m.	12:15 p.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #3: British Airways – 65 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA833	Dublin (DUB)	London (LHR)	9:15 a.m.	10:45 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

## Accommodations

- Six (6) nights in twin occupancy in **London** at the [Columbia Hotel](#) or similar.
  - The exact hotel will be determined based on number of participants and availability. Students will be in twin rooms and program leaders will be in single rooms.
- Seven (7) nights in student dorms in **Dublin** at Trinity College Dublin.
  - Students will either be in twin rooms or four (4) room-apartments, depending on availability.
    - The twin rooms will have a private bathroom. The room includes two (2) single beds that are not lofted or bunkbeds. Kitchens are communal and located on each floor.
    - The apartments will have four (4) single rooms each with a single bed. Each apartment will have two (2) bathrooms, a kitchen, and a common space.
    - Breakfast vouchers are included
    - Towels and bed linens are included with cleaning services on specific days.
  - Faculty director(s) will be in single rooms with a private bathroom or a four (4) room apartment. The 4-room apartment will be private and have two bathrooms, kitchen, and common space. The extra beds will be empty and paid for by College if the faculty director(s) stay in apartments.
  - A housing deposit is not required for the residence; however, participants will be financially responsible for any damages in their room. Should a participant damage the residence hall, WorldStrides requests that College work within established institutional parameters to ensure that financial obligations to WorldStrides are met by College participants. Alternatively, College may remit payment on the participant's behalf and require the participants to repay the College. Prior to departure, College will inform participants that the above conditions are in place.

## Per Person Program Ground, Intra-Program Air, & International Air Costs

Package includes components detailed throughout this Contract.

\$4,850	Twin/shared occupancy for participants throughout the program based on ten to fourteen (10-14) full paying participants (FPP) & one (1) faculty director (single occupancy) included in the program costs. Price is inclusive of all ground transportation, intra-program airfare, and international airfare.
\$4,507	Supplement for an additional faculty director in single accommodations throughout the program (per faculty director)

### Scholarships and Financial Assistance

WorldStrides is committed to making global travel experiences accessible for student participants.

**Group Scholarships/Grants** – College will be eligible for a fifty dollar (\$50) scholarship per FPP for up to thirty (30) student participants (regardless of the number of tracks). If College registers thirty one plus (31+) FPP and chooses to do Long-Haul air with WorldStrides, a one hundred dollar (\$100) scholarship per FPP will be available. The award for this scholarship will be credited to the College on the College's program invoices prior to the payment deadline.

**International Financial Assistance** – This need-based assistance program awards small grants to student participants who demonstrate financial need. Learn more at: <https://fundraising.worldstrides.com/international-financial-assistance-program/>. Limit to four (4) College students per year. The College will receive a credit on the program invoice for the student's stipend(s) indicating which students earned the funding for the College to disperse to the student's account(s).

**Higher Ed Traveler Scholarships** – WorldStrides offers a three thousand dollar (\$3,000) scholarship to three (3) worthy students who will be participating in short-term study abroad annually. One (1) winner is selected in the fall; two (2) more are selected in the spring/summer. Students will be chosen based on an application and personal statement. Learn more at [worldstrides.com/higheredtravelerscholarship](http://worldstrides.com/higheredtravelerscholarship). College student participants are eligible to apply for this scholarship. College students awarded the Higher Ed Traveler Scholarship will receive a check written to the student participant in the amount of three thousand dollars (\$3,000).

### Optional Items Priced Separately

- One hundred ninety nine dollar (\$199) Optional Travel Protection Plan – Cancel for Any Reason (per person)

### Miscellaneous:

- Program costs for a free faculty director in single rooms are included with minimum participants. Their international airfare and intra-program airfare are included.
- Luggage overage fees and hotel incidentals such as mini bar use, is not included and are the responsibility of participants.
- Accommodations are booked at time of program confirmation. If the represented property is not available, a comparable property may be substituted with advance notice to the College.
- **The following items are not currently included in the program costs:**
  - Uneven room pairing charges if faculty director(s) are placed in a four (4) bedroom apartment and there are extra beds the beds are to be paid for by the College.
  - Local mobile phone rental for faculty director(s)/staff





### Contract for Services

The Board of Trustees of the Nebraska State Colleges doing business as Chadron State College  
English & Literature Track to London & Dublin  
May 2020



# Contract for Services

This Contract for Services (Contract) is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (College) and Lakeland Tours, LLC. dba WorldStrides (WorldStrides). Contract begins September 30, 2019, and ends June 30, 2020. Program services provided under this Contract are described in detail in Exhibits A and B, which are incorporated by reference into this Contract.

**Price and Payment Terms.** Prices in this Contract are contingent on having ten (10) full paying participants (FPP) traveling per track. Should the FPP number fall below ten (10) FPP per track, the program will have to be repriced and the Contract will be amended accordingly. Price considerations include, but are not limited to, airline, vendor, or group-imposed schedule changes or delays as well as fuel surcharges or local country taxes and fee adjustments. WorldStrides will communicate in writing any known charges to the College representative. The College will determine if the College or individual participants will be responsible for these additional charges. The prices are fixed in United States dollars, WorldStrides accepts any foreign currency risk including all current local government taxes, where applicable for included services. Group air is based on ten (10) or more participants traveling on the same itinerary. If this number falls below ten (10), group air is no longer applicable and tickets will be subject to the current market price. Participants are responsible for the differences between the quoted group fare and the individual published fare. When booked, seats and price are only guaranteed up to one hundred (100) days prior to departure. Payment as agreed upon by both parties must be received prior to the group's departure. All participants must be fully paid prior to travel unless alternative arrangements have been agreed upon.

College agrees to send a final roster of traveling participants no later than January 31, 2020. If a participant withdraws between the submission of the roster to WorldStrides and sixty (60) days prior to departure, the College will be responsible for non-refundable costs.

## Schedule

1	<b>Roster due</b>	100 days prior to departure   January 31, 2020
2	<b>Final pre-program payment due</b>	60 days prior to departure   March 11, 2020 100% of the total pre-program invoice due
3	<b>Post-program balance due (if applicable)</b>	30 days after the group returns   June 23, 2020 100% of the program costs due, including costs for added services (if applicable)

**Prompt Payment Act.** In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified by the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

**Fees.** There is a thirty five dollar (\$35) service charge on returned checks, declined credit cards, or a declined ECheck. A fee up to two hundred and fifty dollars (\$250) may apply for any correction made to names within seventy five (75) days of the departure date. Those opting to make payment by wire transfer must absorb all fees associated with that transaction, making sure WorldStrides receives full payment for program without fees subtracted from wire amount.

**Optional Services.** Participants have the option to purchase additional services for their program such as pre and post program hotel nights, airport transfers, appointment tickets, as well as other items. Participants are required to pay in full for all additional items selected through the online portal. Additional services purchased are subject to Standard Fees. Participants must be fully paid in order to travel. No refunds will be provided for additional services cancelled within thirty (30) days of departure. If participant purchases optional travel interruption insurance, terms and conditions of the policy will apply.

**Cancellations and Associated Penalties.** All Cancellations must be sent in writing via email to WorldStrides at [higher@worldstrides.org](mailto:higher@worldstrides.org). Cancellations are effective on the date they are received by WorldStrides.

1. International air utilization: Between ninety (90) and sixty one (61) days prior to departure, there is a two hundred dollar (\$200) per seat cancellation penalty.
2. Cancellation of international air once tickets are issued: Once any international air tickets are processed and ticketed (approximately forty five (45) to sixty (60) days prior to departure), the entire amount of the airline tickets becomes fully non-refundable. In these instances, the issued tickets will be delivered to the cancelling participants and it may be possible, subject to the airline's rules and change fees, to reuse them in the future. However, WorldStrides is not responsible for such changes, and can make no guarantees regarding the availability of any future use. Tour conductor tickets have no value for later use.

3. Cancellations within thirty one (31) to sixty (60) days of departure: For any cancellations received between thirty one (31) and sixty (60) days prior to travel, WorldStrides will retain fifty percent (50%) of the ground services portion of the program fee in addition to any penalties due for international air.
4. Cancellations within thirty (30) days of departure: Cancellations received within thirty (30) days of departure are subject to a cancellation fee equal to one hundred percent (100%) of both the ground services and international air, although cancelling participants will receive any issued airline tickets subject to airline restrictions on future use.
5. U.S. and foreign departure, customs and security taxes, and fuel surcharges as printed on the ticket, are included and are subject to change until time of ticketing, typically forty five (45) days prior to departure. Note: Fuel surcharges are subject to change until time of ticketing. Early ticketing can be made; however, once ticketed, any future changes will incur a change/cancellation penalty.
6. Please note that for any new services added to the itinerary after the Contract is executed, WorldStrides reserves the right to apply the more restrictive cancellation terms between WorldStrides cancellation terms and the third-party supplier. WorldStrides will make best efforts to communicate in writing in a timely manner price increases as a result of any College approved changes.

Independent Contractor. WorldStrides shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law. WorldStrides agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between WorldStrides and the College, and the College shall not be liable for any obligation incurred by WorldStrides, including but not limited to unpaid minimum wages or overtime premiums. If WorldStrides has employees or subcontractors, WorldStrides further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of WorldStrides's employees for the duration of this Contract. WorldStrides agrees to furnish the College proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements. WorldStrides is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a five million-dollar (\$5,000,000) umbrella. WorldStrides's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College. The College will be named on WorldStrides's liability insurance policy. Participants will have embedded insurance that covers a wide range of health and safety risks, with special coverage for medical-related cancellation, mental health, and security or medical evacuation.

Access to Records. WorldStrides agrees to maintain complete records regarding the expenditures of funds provided by the College under this Contract. WorldStrides agrees to allow authorized representatives of the College, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate, free access at reasonable times to all records generated or maintained as a result of this Contract for a period of three (3) years after the termination of this Contract.

Employee Work Eligibility Status. WorldStrides is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Non-Discrimination. WorldStrides agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. WorldStrides further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

ADA & Drug-Free Workplace Requirements. All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, WorldStrides certifies that WorldStrides operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

Use of Information; Property Ownership. WorldStrides agrees that any and all information gathered in the performance of this Contract, either independently or through the College, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. WorldStrides agrees that no authority or information gained through the existence of this Contract will be used to obtain financial gain for WorldStrides, for any member of WorldStrides's immediate family, or for any business with which WorldStrides is associated except to the extent provided by this Contract. WorldStrides further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this Contract shall be the property of the College. WorldStrides hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this Contract.

Parties; Subcontractors; Assignment. References to WorldStrides and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. WorldStrides agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the College. WorldStrides agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the College.

Complete Agreement; Governing Law; Amendment. This Contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This Contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This Contract may be amended at any time in writing upon the agreement and signature of both parties. In case of any conflicting terms between WorldStrides' proposal and this Contract, the terms of this Contract shall control.

Confidentiality. WorldStrides acknowledges that performance under the terms of this Contract may involve receipt of user data from the College. WorldStrides will utilize user data from the College only in the furtherance of this Contract. WorldStrides will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. WorldStrides will reimburse the College for any and all expenses incurred by the College as a result of a data breach of WorldStrides's systems. If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA), WorldStrides agrees and acknowledges that WorldStrides is acting as an officer of the College for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information. WorldStrides further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

Changes to Program. WorldStrides reserves the right to make additions or deletions in the program deemed advisable for the well-being of the group or changes in circumstances. WorldStrides will work with key decision makers at the College regarding additions or deletions to the program that are directly related to the well-being of the group or changes in circumstances. WorldStrides will notify the authorized College representative(s) of any proposed changes or alterations to the program before confirming. Reservations are not transferable.

Individual or Group Non-Program Reservations WorldStrides assumes no responsibility for reservations, travel, or program excursions that are not booked directly through WorldStrides. Further, WorldStrides' insurance programs will not extend to or cover any program element that is not booked directly through WorldStrides.

Health & Insurance. Participants with special medical or physical requirements should investigate destination(s) beforehand and ensure the care and conditions they need will be available. For further information regarding travel to specific destination(s), please visit the Centers for Disease Control and Prevention's Travelers' Health website (<https://wwwnc.cdc.gov/travel/>). Any physical or mental condition requiring special medical attention or equipment must be disclosed in writing to WorldStrides as soon as the condition is known and registration confirmed. WorldStrides will make efforts to meet special needs, but may alter itineraries accordingly. In compliance with WorldStrides safety and security standards, all participants are covered by insurance underwritten by an independent insurer with benefits, including but not limited to, medical, dental, mental health, and emergency medical and security evacuation coverage. Covered expenses resulting from an on-tour incident must be incurred on tour. Any charges not covered will be the responsibility of the participant. In the rare event of a major medical issue, evacuation, or other serious situation, the College and/or participant may be responsible for additional fees related to staff time and risk management resources, and vendor support, if activated.



Registration, Privacy, and Information Retention. WorldStrides risk management procedures and liability insurance providers require collection of certain information from all participants. As a result, participants are required to register online via WorldStrides secure online registration platform. Because the nature of the business requires coordination with various partners and suppliers who assist WorldStrides to deliver the travel services requested, it is necessary to share certain personal information collected from the online registration system. This includes registration of international travelers' email addresses with the U.S. State Department seven (7) days before travel, which may result in participants receiving urgent email advisories before and during the program. WorldStrides assumes no responsibility or liability for unregistered participants and prohibits their participation in the program. WorldStrides uses commercially reasonable physical, technical, and administrative safeguards to assist us in preventing unauthorized access, use and disclosure of sensitive information. Furthermore, WorldStrides uses industry best-practices for the secure and reasonable retention of information and records. In the event that WorldStrides believes an unauthorized party has obtained access to any protected records, WorldStrides will notify the College immediately.

Visa(s) & Passport. Visa(s) are not required for U.S. citizens entering the United Kingdom and Ireland. Some non-U.S. passport holders will be required to obtain a visa on their own, which is based on embassy or consulate requirements. These participants will be provided documents for any arrangements made by WorldStrides. This may include a hotel confirmation letter and confirmations for intra-program transportation, if applicable. Upon request, WorldStrides can also provide a standard invitation letter and proof of insurance. Other documents may be required, and the participant is responsible for obtaining these independently. Please refer to registration materials to be sure that visa issues are addressed prior to travel. WorldStrides will assist in the visa(s) procurement process, the attainment of a visa(s), including transit visas, however, it is ultimately the responsibility of the participant. WorldStrides will communicate specific visa requirements and guidance to non-U.S. residents following their registration. Regardless of whether visas are required or included in package pricing, a customized visa assessment and toolkit (including application(s) and instruction(s) is emailed to every participant with U.S. residency status following their registration. Inability to travel due to a lack of proper travel documents (Passports & Visas) does not constitute grounds for a refund. WorldStrides' quoted visa processing price is subject to adjustment. Visa documents submitted after the processing deadline may result in late fees. Late fees or consular fee changes are the responsibility of the participant.

Participant Responsibility. All program participants will be responsible for their own actions at all times. WorldStrides assumes no responsibility for participants when they are on their own "free time." The College understands that traveling program participants are solely responsible for the pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment. Furthermore, College understands that it is the participants' responsibility to understand the risks associated while traveling, including, but not limited to, understanding hotel fire safety and emergency evacuation plans at each location. Additional information can be found at the State Department's International Travel website (<https://travel.state.gov/>).

Participant Behavior. While participating on WorldStrides program, participants are ambassadors of the U.S., the College, and WorldStrides, and participants must behave in a manner that is respectful of the host culture, its people and laws at all times. While on the program, participants remain bound by the College's academic and behavioral rules, including any student code of conduct, and participants can be expelled from the program if he/she breaches such rules. Any costs associated with disrespectful behavior, including damage, will be the responsibility of the participant. In the event a participant is expelled from a program, no refund of any kind will be made. Any expelled participant is responsible for all costs to return home. The College is responsible for informing participants of this behavior standard.

Force Majeure. WorldStrides assumes no responsibility for events beyond its reasonable control, including, but not limited to, acts of God, war (whether declared or not), terrorist or criminal activities, strikes, civil unrest, government restrictions, lost or stolen belongings, overbooking of accommodations, mechanical failure of or delays with transportation, illness, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, or actual, perceived, or threatened epidemics. WorldStrides shall not be responsible for personal or bodily injury, loss, or damage from any event caused by persons or companies not directly or indirectly controlled by WorldStrides, including without limitation air carriers, bus companies, railways, hotels, subcontracted agents, or tour operators, except to the extent of WorldStrides' negligence or willful misconduct in selecting and contracting with such persons or companies.

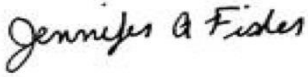
Indemnity. To the fullest extent permitted by law, WorldStrides will indemnify, participate in the defense of, and hold harmless the College, and its agents and employees, against any claims, damages, losses and expenses, arising out of or resulting from the provision of travel-related services pursuant to the contracted program, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of WorldStrides, or anyone directly employed by WorldStrides. This indemnification is specifically limited by the exclusions in the Force Majeure paragraph. Furthermore, this indemnification will not apply to claims, damages, losses or expenses caused in any part by the College. WorldStrides will name the College as an additional insured under its applicable liability policy for the duration of events and travel booked directly through WorldStrides.

College Representative. The College representative for purposes of monitoring and oversight of this Contract is:  
Kate Pope, telephone 308-432-7079, email [kdpope@csc.edu](mailto:kdpope@csc.edu)

Signatures.

By signing below, I acknowledge and agree to the terms of this Contract,

Representative, WorldStrides ISA Custom Programs,  
Lakeland Tours, LLC. dba WorldStrides



\_\_\_\_\_  
Jennifer Fisher, MBA  
Vice President of Program Development

10/23/19  
Date

The Board of Trustees of the Nebraska State Colleges doing  
business as Chadron State College (College)  
President

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

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

The Board of Trustees of the Nebraska State Colleges  
Chancellor

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

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

# Exhibit A

## English & Literature Track Itinerary in the UK & Ireland

### May 10

#### Departure

Sunday

- Group flight departs for London.

Meals Included:  
Per airline

### May 11

#### Arrival and Acclimation in London

Monday

- Meet ISA Site Staff and board private coach at the airport for transfer to afternoon cultural tour.
- Receive your public transportation passes for duration of stay in London. *Weekly Oyster Card unlimited travel in zones 1 & 2*

Meals Included:  
Per airline

London Hotel:  
[Columbia Hotel](#) or similar (1 of 6)

**Guided Tour of Windsor Castle**  
*Entrance and guide included*

Transportation:  
Coach

- After tour, board coach for a **WorldStrides ISA Health & Safety Orientation** en-route to hotel.
- Check into the hotel. Free time.

### May 12

#### London: Guest Lecture | Thames Cruise | Greenwich Royal Observatory

Tuesday

- After breakfast, meet with English & Literature Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning guest lecture at the ISA Site office.

Meals Included:  
Breakfast at the hotel

**Guest Lecture – English Literature**  
Sourced by WorldStrides' Global Academic Team

London Hotel:  
[Columbia Hotel](#) or similar (2 of 6)

- After guest lecture, return to hotel to meet the other tracks.
- Free time- participants on their own for lunch.
- In the afternoon, meet with ISA Site Staff and set off on public transportation for an afternoon cultural tour.

Transportation:  
Oyster card (unlimited Zones 1&2)  
River cruise

**Guided Tour of River Thames Cruise to Greenwich**  
*Entrance fee/cruise ticket and guide included; tour of building exteriors only*

- After docking, disembark the boat and set off on foot to the Royal Observatory.

**Guided Tour of Royal Observatory**  
*Entrance and guide included*

- After tour, return to the hotel. Free time.

**May 13***Wednesday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (3 of 6)Transportation:

Oyster card (unlimited Zones 1&amp;2)

**London: Globe Theatre | Free Time | London Eye**

- After breakfast, meet with English & Literature Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning cultural tour.

**Guided Tour of Globe Theatre***Entrance and guide included*

- After tour, return to hotel to meet the other tracks.
- Participants have lunch on their own around the hotel.
- Free time to explore London.
- In the early evening, meet with ISA Site Staff and set off on public transportation for an evening cultural tour.

**Self-Guided Tour of the London Eye***Entrance included and ISA Staff member will serve as support*

- Return to the hotel. Free time.

**May 14***Thursday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (4 of 6)Transportation:

Coach

Foot

**Day Trip to Oxford**

- Meet ISA Site Staff and board coach for a day trip.
- **Coach to Oxford – Approximately 1 hour and 30 Minutes**

**Guided Tour of Oxford***Entrance to Christ College included; no other entrances included*

- After tour of Oxford, meet English & Literature Track faculty director(s) and set off on foot for tour.
- Participants lunch on their own en-route to afternoon tour.

**Guided Tour of the Ashmolean Museum***Entrance and guide included*

- Continue to next visit.

**Self-Guided Oxford Union***Entrances and short lecture included; ISA Staff member will serve as support*

- After tour, meet ISA Site Staff and board coach for transfer to the hotel. Free time.

**May 15***Friday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (5 of 6)Transportation:

Foot

Oyster card (unlimited Zones 1&amp;2)

**London: Shakespeare Guided Walking Tour | Free Afternoon**

- After breakfast, meet with English & Literature Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation.

**Guided Walking Tour Focused on Shakespeare***No entrances included; guide included*

- After tour, meet ISA Site Staff and return to the hotel. Free time.

**May 16***Saturday*

Meals Included:  
Breakfast at the hotel

London Hotel:  
[Columbia Hotel](#) or similar (6 of 6)

Transportation:  
Oyster card (unlimited Zones 1&2)

**London: Westminster Abbey | Parliament**

- Meet ISA Site Staff and set off on public transportation for a morning tour.

**Guided Tour of Westminster Abbey**  
*Entrances and guide included*

- Participants have lunch on their own en-route to afternoon tour.

**Guided Tour of Houses of Parliament**  
*Entrances and blue badge guide included*

- After tour, return to the hotel. Free time.

**May 17***Sunday*

Meals Included:  
Breakfast at the hotel

Dublin Accommodations:  
Trinity College (1 of 7)

Transportation:  
Coach  
Air  
Foot

**Travel to Dublin | Tour of Dublin**

- Meet ISA Site staff and check out of hotel. Board coach and depart for the airport.
- Flight to Dublin – Approximately 1 hour & 20 minutes**

**Intra-Program Flight**

<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
BA834	London (LHR)	Dublin (DUB)	10:35 a.m.	12:10 p.m.

- Meet ISA Site Staff and board private coach at the airport.
- Check into dorm. *Store luggage if rooms are not available.*
- Receive public transportation passes for duration of stay in Dublin – *7-day Leap Visitor Card included.*
- Meet ISA Site Staff and set off on foot/public transportation for an afternoon cultural tour.
- Participants have lunch on their own en-route to afternoon tour.

**Guided Walking Tour of Dublin City**  
*No entrances included; guide included*

- After tour, return to the dorm. Free time.

**May 18***Monday*

Meals Included:  
Breakfast at KC Peaches (voucher included)

Dublin Accommodations:  
Trinity College (2 of 7)

Transportation:  
7-day Leap Visitor Card  
Foot

**Dublin: National Library of Ireland | Trinity College & Book of Kells**

- After breakfast, meet with English & Literature Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning cultural tour.

**Self-Guided Tour of National Library of Ireland**  
*Donation included and ISA Staff member will serve as support*

- Participants have lunch on their own before afternoon tour.
- After lunch, meet ISA Site Staff and set off on foot for and afternoon cultural tour.

**Guided Tour of Trinity College & Book of Kells**  
*Entrance and student guide included*

- After tour, return to the dorm. Free time.



**May 19***Tuesday*Meals Included:

Breakfast at KC Peaches (voucher included)

Dublin Accommodations:

Trinity College (3 of 7)

Transportation:7-day Leap Visitor Card  
Foot**Dublin: Irish Writer's Center | Dublin Writer's Museum**

- After breakfast, meet with English & Literature Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning cultural tour.

**Irish Writer's Center Workshop***Donation included and ISA Staff member will serve as support*

- Participants lunch on their own en-route to afternoon cultural tour.

**Self-Guided Tour of Dublin's Writer's Museum***Entrance included and ISA Staff member will serve as support*

- After tour, return to the dorm. Free time.

**May 20***Wednesday*Meals Included:

Breakfast at KC Peaches (voucher included)

Dublin Accommodations:

Trinity College (4 of 7)

Transportation:Coach  
Foot**Day Trip to Belfast**

- Meet ISA Site Staff and board coach for a day trip to Belfast.
- **Coach to Belfast – Approximately 2 hours**
- Upon arrival, split into respective tracks and meet with English & Literature Track faculty director(s) and transfer for a morning visit.

**Self-Guided Tour of Linen Hall Library***Entrance included and ISA Staff member will serve as support*

- Afterwards, board coach for transfer to meet with the other tracks at Belfast City Hall.
- Participants have lunch on their own around City Hall.
- Meet ISA Site Staff for an afternoon cultural tour.

**Guided Black Taxi Tour of Peace Walls & Murals***Entrance and guide included*

- Free time to explore Belfast.
- In the evening, meet ISA Site Staff and board coach for transfer to the dorm in Dublin.

**May 21***Thursday*Meals Included:

Breakfast at KC Peaches (voucher included)

Dublin Accommodations:

Trinity College (5 of 7)

Transportation:7-day Leap Visitor Card  
Foot**Dublin: Walking Tour of Leopold Bloom | Jameson Distillery**

- After breakfast, meet with English & Literature Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a tour.

**Guided Walking Tour of the Footsteps of Leopold Bloom***Entrance and guide included*

- After tour, participants have lunch on their own.
- Return to the dorm with some free time.
- Meet ISA Site Staff and set off on foot/public transportation for an afternoon tour.

**Self-Guided Tour of Jameson Distillery***Entrance included and ISA Staff member will serve as support*

- After tour, return to the dorm. Free time.

## May 22

Friday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (6 of 7)

### Transportation:

Coach  
Foot

## Day Trip to Cliffs of Moher

- Meet ISA Site Staff and board coach for a day trip.
- **Coach to Galway – Approximately 2 hours and 25 minutes**
- Upon arrival, short walking tour of Galway.

### Self-Guided Walking Tour of Galway

*No entrances necessary and ISA Staff member will serve as support*

- After tour, depart to Doolin (Approximately 1 hour and 30 minutes)
- Participants have lunch on their own in Doolin.
- After lunch, board coach and drive to the Cliffs of Moher.

### Self-Guided Tour of Cliffs of Moher

*Entrance included and ISA Staff member will serve as support*

- After tour, board coach and return to dorm in Dublin.
- Participants have dinner on their own en-route to the dorm. Free time.

## May 23

Saturday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Lunch

### Dublin Accommodations:

Trinity College (7 of 7)

### Transportation:

Own  
Foot

## Farewell to Dublin

- Free time in morning to explore Dublin.
- In the afternoon, meet ISA Site Staff in the dorm lobby to travel to the restaurant.
- **Farewell Lunch at Old Storehouse** as a group.
- Return to dorm.
- In the evening, meet ISA Site Staff and set off on foot for an evening **Riverdance Show**. *Ticket included.*
- After show, return to the dorm. Free time.

## May 24

Sunday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Per Airline

### Transportation:

Coach

## Return Home

- Meet ISA Site Staff to check out of dorm. Board coach and transfer to the airport for return flight home.
- Group flight departs en-route to United States

### Program Ends

# Exhibit B

## Comprehensive inclusions, Support Services & Investment Details

The itineraries reflect the day-to-day arrangements designed for the program. Meals, tours and excursions, academic/company visits, accommodations, and transportation are provided by WorldStrides as detailed in each itinerary.

### During the program WorldStrides provides: Locally-based ISA Resident staff and orientation meeting upon arrival

- English-speaking, trained professional tour guides, as noted.
- Entrances for cultural sites, unless otherwise noted.
- Ground transportation including:
  - Transportation in safe, clean motorcoach as noted in itinerary - Full day = eight (8) hours; Half day = four (4) hours
    - Transfers to visits within city limits (note visits outside city limits may incur additional costs)
    - Meal transfers, as noted
    - Airport transfer for group flights
  - Public transportation passes, as noted in itinerary.
  - Intra-city transportation, as listed in itinerary.
- Intra-program flight from London to Dublin
- Bottled water on coach rides
- One non-alcoholic drink at all included meals

### Before the program departs, WorldStrides provides:

- Marketing website and resources to help promote the program to students
- Customized online registration portal to manage student registration, payments, dietary and health information collection, roommates, etc.
- A customized app with offline access to materials including -day-to-day itinerary, group messaging, and important documents
- Customized pre-departure information for students and faculty

### Academic Support

WorldStrides provides:

- Curriculum Support
- Classroom space for three (3) hours at the ISA Site Office for the Guest Lecture on May 12
- Destination and business briefing materials prepared by WorldStrides' Global Academic Team including company and speaker profiles and destination-specific economic information

## Air Transportation

- Round-trip international flight is listed in program details. Group air booking requires ten (10) or more passengers traveling on the same itinerary. In order to ensure confirmation of flights without interruption due to unforeseen cancellations, WorldStrides recommends individual air ticketing for the group of twelve (12) or less.
  - Note: **140 seats held on British Airways**
- One-way economy class ticket included in ground package price from London to Dublin with airport taxes and transfers.
  - Note: **72 seats held on British Airways.**

### Flight #1: British Airways – 13 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA831	Dublin (DUB)	London (LHR)	7:30 a.m.	9:10 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #2: British Airways – 62 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA827	Dublin (DUB)	London (LHR)	10:45 a.m.	12:15 p.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #3: British Airways – 65 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA833	Dublin (DUB)	London (LHR)	9:15 a.m.	10:45 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

## Accommodations

- Six (6) nights in twin occupancy in **London** at the [Columbia Hotel](#) or similar.
  - The exact hotel will be determined based on number of participants and availability. Students will be in twin rooms and program leaders will be in single rooms.
- Seven (7) nights in student dorms in **Dublin** at Trinity College Dublin.
  - Students will either be in twin rooms or four (4) room-apartments, depending on availability.
    - The twin rooms will have a private bathroom. The room includes two (2) single beds that are not lofted or bunkbeds. Kitchens are communal and located on each floor.
    - The apartments will have four (4) single rooms each with a single bed. Each apartment will have two (2) bathrooms, a kitchen, and a common space.
    - Breakfast vouchers are included
    - Towels and bed linens are included with cleaning services on specific days.
  - Faculty director(s) will be in single rooms with a private bathroom or a four (4) room apartment. The 4-room apartment will be private and have two bathrooms, kitchen, and common space. The extra beds will be empty and paid for by College if the faculty director(s) stay in apartments.
  - A housing deposit is not required for the residence; however, participants will be financially responsible for any damages in their room. Should a participant damage the residence hall, WorldStrides requests that College work within established institutional parameters to ensure that financial obligations to WorldStrides are met by College participants. Alternatively, College may remit payment on the participant's behalf and require the participants to repay the College. Prior to departure, College will inform participants that the above conditions are in place.

## Per Person Program Ground, Intra-Program Air, & International Air Costs

Package includes components detailed throughout this Contract.

\$4,850	Twin/shared occupancy for participants throughout the program based on ten to fourteen (10-14) full paying participants (FPP) & one (1) faculty director (single occupancy) included in the program costs. Price is inclusive of all ground transportation, intra-program airfare, and international airfare.
\$4,507	Supplement for an additional faculty director in single accommodations throughout the program (per faculty director)

### Scholarships and Financial Assistance

WorldStrides is committed to making global travel experiences accessible for student participants.

**Group Scholarships/Grants** – College will be eligible for a fifty dollar (\$50) scholarship per FPP for up to thirty (30) student participants (regardless of the number of tracks). If College registers thirty one plus (31+) FPP and chooses to do Long-Haul air with WorldStrides, a one hundred dollar (\$100) scholarship per FPP will be available. The award for this scholarship will be credited to the College on the College's program invoices prior to the payment deadline.

**International Financial Assistance** – This need-based assistance program awards small grants to student participants who demonstrate financial need. Learn more at: <https://fundraising.worldstrides.com/international-financial-assistance-program/>. Limit to four (4) College students per year. The College will receive a credit on the program invoice for the student's stipend(s) indicating which students earned the funding for the College to disperse to the student's account(s).

**Higher Ed Traveler Scholarships** – WorldStrides offers a three thousand dollar (\$3,000) scholarship to three (3) worthy students who will be participating in short-term study abroad annually. One (1) winner is selected in the fall; two (2) more are selected in the spring/summer. Students will be chosen based on an application and personal statement. Learn more at [worldstrides.com/higheredtravelerscholarship](http://worldstrides.com/higheredtravelerscholarship). College student participants are eligible to apply for this scholarship. College students awarded the Higher Ed Traveler Scholarship will receive a check written to the student participant in the amount of three thousand dollars (\$3,000).

### Optional Items Priced Separately

- One hundred ninety nine dollar (\$199) Optional Travel Protection Plan – Cancel for Any Reason (per person)

### Miscellaneous:

- Program costs for a free faculty director in single rooms are included with minimum participants. Their international airfare and intra-program airfare are included.
- Luggage overage fees and hotel incidentals such as mini bar use, is not included and are the responsibility of participants.
- Accommodations are booked at time of program confirmation. If the represented property is not available, a comparable property may be substituted with advance notice to the College.
- **The following items are not currently included in the program costs:**
  - Uneven room pairing charges if faculty director(s) are placed in a four (4) bedroom apartment and there are extra beds the beds are to be paid for by the College.
  - Local mobile phone rental for faculty director(s)/staff



# WorldStrides® | isa Custom Programs



## Contract for Services

The Board of Trustees of the Nebraska State Colleges doing business as Chadron State College Justice Studies Track to London & Dublin May 2020

Attachment: Chadron State College Justice Studies Track UK Ireland May 2020 (2582 : WorldStrides Agreements for Study Abroad for Chadron

# Contract for Services

This Contract for Services (Contract) is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (College) and Lakeland Tours, LLC. dba WorldStrides (WorldStrides). Contract begins September 30, 2019, and ends June 30, 2020. Program services provided under this Contract are described in detail in Exhibits A and B, which are incorporated by reference into this Contract.

**Price and Payment Terms.** Prices in this Contract are contingent on having ten (10) full paying participants (FPP) traveling per track. Should the FPP number fall below ten (10) FPP per track, the program will have to be repriced and the Contract will be amended accordingly. Price considerations include, but are not limited to, airline, vendor, or group-imposed schedule changes or delays as well as fuel surcharges or local country taxes and fee adjustments. WorldStrides will communicate in writing any known charges to the College representative. The College will determine if the College or individual participants will be responsible for these additional charges. The prices are fixed in United States dollars, WorldStrides accepts any foreign currency risk including all current local government taxes, where applicable for included services. Group air is based on ten (10) or more participants traveling on the same itinerary. If this number falls below ten (10), group air is no longer applicable and tickets will be subject to the current market price. Participants are responsible for the differences between the quoted group fare and the individual published fare. When booked, seats and price are only guaranteed up to one hundred (100) days prior to departure. Payment as agreed upon by both parties must be received prior to the group's departure. All participants must be fully paid prior to travel unless alternative arrangements have been agreed upon.

College agrees to send a final roster of traveling participants no later than January 31, 2020. If a participant withdraws between the submission of the roster to WorldStrides and sixty (60) days prior to departure, the College will be responsible for non-refundable costs.

## Schedule

1	<b>Roster due</b>	100 days prior to departure   January 31, 2020
2	<b>Final pre-program payment due</b>	60 days prior to departure   March 11, 2020 100% of the total pre-program invoice due
3	<b>Post-program balance due (if applicable)</b>	30 days after the group returns   June 23, 2020 100% of the program costs due, including costs for added services (if applicable)

**Prompt Payment Act.** In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified by the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

**Fees.** There is a thirty five dollar (\$35) service charge on returned checks, declined credit cards, or a declined ECheck. A fee up to two hundred and fifty dollars (\$250) may apply for any correction made to names within seventy five (75) days of the departure date. Those opting to make payment by wire transfer must absorb all fees associated with that transaction, making sure WorldStrides receives full payment for program without fees subtracted from wire amount.

**Optional Services.** Participants have the option to purchase additional services for their program such as pre and post program hotel nights, airport transfers, appointment tickets, as well as other items. Participants are required to pay in full for all additional items selected through the online portal. Additional services purchased are subject to Standard Fees. Participants must be fully paid in order to travel. No refunds will be provided for additional services cancelled within thirty (30) days of departure. If participant purchases optional travel interruption insurance, terms and conditions of the policy will apply.

**Cancellations and Associated Penalties.** All Cancellations must be sent in writing via email to WorldStrides at [higher@worldstrides.org](mailto:higher@worldstrides.org). Cancellations are effective on the date they are received by WorldStrides.

1. International air utilization: Between ninety (90) and sixty one (61) days prior to departure, there is a two hundred dollar (\$200) per seat cancellation penalty.
2. Cancellation of international air once tickets are issued: Once any international air tickets are processed and ticketed (approximately forty five (45) to sixty (60) days prior to departure), the entire amount of the airline tickets becomes fully non-refundable. In these instances, the issued tickets will be delivered to the cancelling participants and it may be possible, subject to the airline's rules and change fees, to reuse them in the future. However, WorldStrides is not responsible for such changes, and can make no guarantees regarding the availability of any future use. Tour conductor tickets have no value for later use.



3. Cancellations within thirty one (31) to sixty (60) days of departure: For any cancellations received between thirty one (31) and sixty (60) days prior to travel, WorldStrides will retain fifty percent (50%) of the ground services portion of the program fee in addition to any penalties due for international air.
4. Cancellations within thirty (30) days of departure: Cancellations received within thirty (30) days of departure are subject to a cancellation fee equal to one hundred percent (100%) of both the ground services and international air, although cancelling participants will receive any issued airline tickets subject to airline restrictions on future use.
5. U.S. and foreign departure, customs and security taxes, and fuel surcharges as printed on the ticket, are included and are subject to change until time of ticketing, typically forty five (45) days prior to departure. Note: Fuel surcharges are subject to change until time of ticketing. Early ticketing can be made; however, once ticketed, any future changes will incur a change/cancellation penalty.
6. Please note that for any new services added to the itinerary after the Contract is executed, WorldStrides reserves the right to apply the more restrictive cancellation terms between WorldStrides cancellation terms and the third-party supplier. WorldStrides will make best efforts to communicate in writing in a timely manner price increases as a result of any College approved changes.

Independent Contractor. WorldStrides shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law. WorldStrides agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between WorldStrides and the College, and the College shall not be liable for any obligation incurred by WorldStrides, including but not limited to unpaid minimum wages or overtime premiums. If WorldStrides has employees or subcontractors, WorldStrides further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of WorldStrides's employees for the duration of this Contract. WorldStrides agrees to furnish the College proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements. WorldStrides is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a five million-dollar (\$5,000,000) umbrella. WorldStrides's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College. The College will be named on WorldStrides's liability insurance policy. Participants will have embedded insurance that covers a wide range of health and safety risks, with special coverage for medical-related cancellation, mental health, and security or medical evacuation.

Access to Records. WorldStrides agrees to maintain complete records regarding the expenditures of funds provided by the College under this Contract. WorldStrides agrees to allow authorized representatives of the College, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate, free access at reasonable times to all records generated or maintained as a result of this Contract for a period of three (3) years after the termination of this Contract.

Employee Work Eligibility Status. WorldStrides is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Non-Discrimination. WorldStrides agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. WorldStrides further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

ADA & Drug-Free Workplace Requirements. All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, WorldStrides certifies that WorldStrides operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

Use of Information; Property Ownership. WorldStrides agrees that any and all information gathered in the performance of this Contract, either independently or through the College, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. WorldStrides agrees that no authority or information gained through the existence of this Contract will be used to obtain financial gain for WorldStrides, for any member of WorldStrides's immediate family, or for any business with which WorldStrides is associated except to the extent provided by this Contract. WorldStrides further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this Contract shall be the property of the College. WorldStrides hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this Contract.

Parties; Subcontractors; Assignment. References to WorldStrides and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. WorldStrides agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the College. WorldStrides agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the College.

Complete Agreement; Governing Law; Amendment. This Contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This Contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This Contract may be amended at any time in writing upon the agreement and signature of both parties. In case of any conflicting terms between WorldStrides' proposal and this Contract, the terms of this Contract shall control.

Confidentiality. WorldStrides acknowledges that performance under the terms of this Contract may involve receipt of user data from the College. WorldStrides will utilize user data from the College only in the furtherance of this Contract. WorldStrides will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. WorldStrides will reimburse the College for any and all expenses incurred by the College as a result of a data breach of WorldStrides's systems. If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA), WorldStrides agrees and acknowledges that WorldStrides is acting as an officer of the College for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information. WorldStrides further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

Changes to Program. WorldStrides reserves the right to make additions or deletions in the program deemed advisable for the well-being of the group or changes in circumstances. WorldStrides will work with key decision makers at the College regarding additions or deletions to the program that are directly related to the well-being of the group or changes in circumstances. WorldStrides will notify the authorized College representative(s) of any proposed changes or alterations to the program before confirming. Reservations are not transferable.

Individual or Group Non-Program Reservations WorldStrides assumes no responsibility for reservations, travel, or program excursions that are not booked directly through WorldStrides. Further, WorldStrides' insurance programs will not extend to or cover any program element that is not booked directly through WorldStrides.

Health & Insurance. Participants with special medical or physical requirements should investigate destination(s) beforehand and ensure the care and conditions they need will be available. For further information regarding travel to specific destination(s), please visit the Centers for Disease Control and Prevention's Travelers' Health website (<https://wwwnc.cdc.gov/travel/>). Any physical or mental condition requiring special medical attention or equipment must be disclosed in writing to WorldStrides as soon as the condition is known and registration confirmed. WorldStrides will make efforts to meet special needs, but may alter itineraries accordingly. In compliance with WorldStrides safety and security standards, all participants are covered by insurance underwritten by an independent insurer with benefits, including but not limited to, medical, dental, mental health, and emergency medical and security evacuation coverage. Covered expenses resulting from an on-tour incident must be incurred on tour. Any charges not covered will be the responsibility of the participant. In the rare event of a major medical issue, evacuation, or other serious situation, the College and/or participant may be responsible for additional fees related to staff time and risk management resources, and vendor support, if activated.

Registration, Privacy, and Information Retention. WorldStrides risk management procedures and liability insurance providers require collection of certain information from all participants. As a result, participants are required to register online via WorldStrides secure online registration platform. Because the nature of the business requires coordination with various partners and suppliers who assist WorldStrides to deliver the travel services requested, it is necessary to share certain personal information collected from the online registration system. This includes registration of international travelers' email addresses with the U.S. State Department seven (7) days before travel, which may result in participants receiving urgent email advisories before and during the program. WorldStrides assumes no responsibility or liability for unregistered participants and prohibits their participation in the program. WorldStrides uses commercially reasonable physical, technical, and administrative safeguards to assist us in preventing unauthorized access, use and disclosure of sensitive information. Furthermore, WorldStrides uses industry best-practices for the secure and reasonable retention of information and records. In the event that WorldStrides believes an unauthorized party has obtained access to any protected records, WorldStrides will notify the College immediately.

Visa(s) & Passport. Visa(s) are not required for U.S. citizens entering the United Kingdom and Ireland. Some non-U.S. passport holders will be required to obtain a visa on their own, which is based on embassy or consulate requirements. These participants will be provided documents for any arrangements made by WorldStrides. This may include a hotel confirmation letter and confirmations for intra-program transportation, if applicable. Upon request, WorldStrides can also provide a standard invitation letter and proof of insurance. Other documents may be required, and the participant is responsible for obtaining these independently. Please refer to registration materials to be sure that visa issues are addressed prior to travel. WorldStrides will assist in the visa(s) procurement process, the attainment of a visa(s), including transit visas, however, it is ultimately the responsibility of the participant. WorldStrides will communicate specific visa requirements and guidance to non-U.S. residents following their registration. Regardless of whether visas are required or included in package pricing, a customized visa assessment and toolkit (including application(s) and instruction(s) is emailed to every participant with U.S. residency status following their registration. Inability to travel due to a lack of proper travel documents (Passports & Visas) does not constitute grounds for a refund. WorldStrides' quoted visa processing price is subject to adjustment. Visa documents submitted after the processing deadline may result in late fees. Late fees or consular fee changes are the responsibility of the participant.

Participant Responsibility. All program participants will be responsible for their own actions at all times. WorldStrides assumes no responsibility for participants when they are on their own "free time." The College understands that traveling program participants are solely responsible for the pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment. Furthermore, College understands that it is the participants' responsibility to understand the risks associated while traveling, including, but not limited to, understanding hotel fire safety and emergency evacuation plans at each location. Additional information can be found at the State Department's International Travel website (<https://travel.state.gov/>).

Participant Behavior. While participating on WorldStrides program, participants are ambassadors of the U.S., the College, and WorldStrides, and participants must behave in a manner that is respectful of the host culture, its people and laws at all times. While on the program, participants remain bound by the College's academic and behavioral rules, including any student code of conduct, and participants can be expelled from the program if he/she breaches such rules. Any costs associated with disrespectful behavior, including damage, will be the responsibility of the participant. In the event a participant is expelled from a program, no refund of any kind will be made. Any expelled participant is responsible for all costs to return home. The College is responsible for informing participants of this behavior standard.

Force Majeure. WorldStrides assumes no responsibility for events beyond its reasonable control, including, but not limited to, acts of God, war (whether declared or not), terrorist or criminal activities, strikes, civil unrest, government restrictions, lost or stolen belongings, overbooking of accommodations, mechanical failure of or delays with transportation, illness, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, or actual, perceived, or threatened epidemics. WorldStrides shall not be responsible for personal or bodily injury, loss, or damage from any event caused by persons or companies not directly or indirectly controlled by WorldStrides, including without limitation air carriers, bus companies, railways, hotels, subcontracted agents, or tour operators, except to the extent of WorldStrides' negligence or willful misconduct in selecting and contracting with such persons or companies.

Indemnity. To the fullest extent permitted by law, WorldStrides will indemnify, participate in the defense of, and hold harmless the College, and its agents and employees, against any claims, damages, losses and expenses, arising out of or resulting from the provision of travel-related services pursuant to the contracted program, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of WorldStrides, or anyone directly employed by WorldStrides. This indemnification is specifically limited by the exclusions in the Force Majeure paragraph. Furthermore, this indemnification will not apply to claims, damages, losses or expenses caused in any part by the College. WorldStrides will name the College as an additional insured under its applicable liability policy for the duration of events and travel booked directly through WorldStrides.

College Representative. The College representative for purposes of monitoring and oversight of this Contract is:  
Kate Pope, telephone 308-432-7079, email [kdpope@csc.edu](mailto:kdpope@csc.edu)

Signatures.

By signing below, I acknowledge and agree to the terms of this Contract,

Representative, WorldStrides ISA Custom Programs,  
Lakeland Tours, LLC. dba WorldStrides

*Jennifer A Fisher*

\_\_\_\_\_  
Jennifer Fisher, MBA  
Vice President of Program Development

10/23/19  
Date

The Board of Trustees of the Nebraska State Colleges doing  
business as Chadron State College (College)  
President

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

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

The Board of Trustees of the Nebraska State Colleges  
Chancellor

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

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

# Exhibit A

## Justice Studies Track Itinerary in the UK & Ireland

### May 10

### Departure

Sunday

- Group flight departs for London.

Meals Included:  
Per airline

### May 11

### Arrival and Acclimation in London

Monday

- Meet ISA Site Staff and board private coach at the airport for transfer to afternoon cultural tour.
- Receive your public transportation passes for duration of stay in London. *Weekly Oyster Card unlimited travel in zones 1 & 2*

Meals Included:  
Per airline

London Hotel:  
[Columbia Hotel](#) or similar (1 of 6)

**Guided Tour of Windsor Castle**  
*Entrance and guide included*

Transportation:  
Coach

- After tour, board coach for a **WorldStrides ISA Health & Safety Orientation** en-route to hotel.
- Check into the hotel. Free time.

### May 12

### London: City Courts Tour | Thames Cruise | Greenwich Royal Observatory

Tuesday

- After breakfast, meet with Justice Studies Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning tour.

Meals Included:  
Breakfast at the hotel

**Criminal Courts Tour with the City of London Magistrates' Court**  
*Entrances and guide included*

London Hotel:  
[Columbia Hotel](#) or similar (2 of 6)

- After tour, return to hotel to meet the other tracks.
- Free time- participants on their own for lunch.
- In the afternoon, meet with ISA Site Staff and set off on public transportation for an afternoon cultural tour.

Transportation:  
Oyster card (unlimited Zones 1&2)  
River cruise

**Guided Tour of River Thames Cruise to Greenwich**  
*Entrance fee/cruise ticket and guide included; tour of building exteriors only*

- After docking, disembark the boat and set off on foot to the Royal Observatory.

**Guided Tour of Royal Observatory**  
*Entrance and guide included*

- After tour, return to the hotel. Free time.



**May 13***Wednesday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (3 of 6)Transportation:

Foot

Oyster card (unlimited Zones 1&amp;2)

**London: Supreme Court of the UK | Legal Walking Tour | London Eye**

- After breakfast, meet with Justice Studies Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on foot for a morning cultural tour.

**Guided Tour of the Supreme Court of the UK***Entrances and guide included*

- After tour, participants lunch on their own before continuing to afternoon tour.

**Self-Guided Walking Legal Tour of London***Criminal Defense Lawyer fees included; ISA Staff member will serve as support*

- After tour, return to hotel to meet the other tracks.
- Participants have lunch on their own around the hotel.
- Free time to explore London.
- In the early evening, meet with ISA Site Staff and set off on public transportation for an evening cultural tour.

**Self-Guided Tour of the London Eye***Entrance included and ISA Staff member will serve as support*

- Return to the hotel. Free time.

**May 14***Thursday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (4 of 6)Transportation:

Coach

Foot

**Day Trip to Oxford**

- Meet ISA Site Staff and board coach for a day trip.
- **Coach to Oxford – Approximately 1 hour and 30 Minutes**

**Guided Tour of Oxford***Entrance to Christ College and guide included; no other entrances included*

- After tour of Oxford, meet Justice Studies Track faculty director(s) and set off on foot for tour.
- Participants lunch on their own en-route to afternoon tour.

**Guided Tour of the Ashmolean Museum***Entrance and guide included*

- After tour, meet ISA Site Staff and board coach for transfer to the hotel. Free time.

**May 15***Friday*Meals Included:

Breakfast at the hotel

London Hotel:[Columbia Hotel](#) or similar (5 of 6)Transportation:

Own

**London: Free Day**

- Free time.
- Participants seek lunch and dinner on own.

**May 16**

Saturday

Meals Included:  
Breakfast at the hotel

London Hotel:  
[Columbia Hotel](#) or similar (6 of 6)

Transportation:  
Oyster card (unlimited Zones 1&2)

**London: Westminster Abbey | Parliament**

- Meet ISA Site Staff and set off on public transportation for a morning tour.

**Guided Tour of Westminster Abbey**  
*Entrances and guide included*

- Participants have lunch on their own en-route to afternoon tour.

**Guided Tour of Houses of Parliament**  
*Entrances and blue badge guide included*

- After tour, return to the hotel. Free time.

**May 17**

Sunday

Meals Included:  
Breakfast at the hotel

Dublin Accommodations:  
Trinity College (1 of 7)

Transportation:  
Coach  
Air  
Foot

**Travel to Dublin | Tour of Dublin**

- Meet ISA Site staff and check out of hotel. Board coach and depart for the airport.
- Flight to Dublin – Approximately 1 hour & 20 minutes**

**Intra-Program Flight**

<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
BA834	London (LHR)	Dublin (DUB)	10:35 a.m.	12:10 p.m.

- Meet ISA Site Staff and board private coach at the airport.
- Check into dorm. *Store luggage if rooms are not available.*
- Receive public transportation passes for duration of stay in Dublin – *7-day Leap Visitor Card included.*
- Meet ISA Site Staff and set off on foot/public transportation for an afternoon cultural tour.
- Participants have lunch on their own en-route to afternoon tour.

**Guided Walking Tour of Dublin City**  
*No entrances included; guide included*

- After tour, return to the dorm. Free time.

**May 18**

Monday

Meals Included:  
Breakfast at KC Peaches (voucher included)

Dublin Accommodations:  
Trinity College (2 of 7)

Transportation:  
7-day Leap Visitor Card

**Dublin: Garda Headquarters Phoenix Park | Kilmainham Gaol**

- After breakfast, meet with Justice Studies Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

**Garda Headquarters Phoenix Park or Similar**  
*Sourced by WorldStrides' Global Academic Team*

- Participants have lunch on their own before continuing to afternoon tour.
- After lunch, meet ISA Site Staff and set off on foot for an afternoon cultural tour.

**Guided Tour of Kilmainham Gaol**  
*Entrances and specialized guide included*

- After tour, free time to explore IMMA Gardens.
- Return to the dorm. Free time.



## May 19

Tuesday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (3 of 7)

### Transportation:

7-day Leap Visitor Card

## Dublin: Arbour Hill Prison | Dublin Castle & Garda Museum

- After breakfast, meet with Justice Studies Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on foot for a morning cultural tour.

### Visit to Arbour Hill Prison or Guest Lecture by John Lonergan

*Entrances included; visit to Arbour Prison not guaranteed  
ISA Staff member will serve as support*

- Participants lunch on their own en-route to afternoon tour.

### Self-Guided Tour of Dublin Castle & Garda Museum

*Entrances included and ISA Staff member will serve as support*

- After tour, return to the dorm. Free time.

## May 20

Wednesday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (4 of 7)

### Transportation:

Coach  
Foot

## Day Trip to Belfast

- Meet ISA Site Staff and board coach for a day trip to Belfast.
- Coach to Belfast – Approximately 2 hours**
- Upon arrival, split into respective tracks and meet with Justice Studies Track faculty director(s) and board coach for a morning cultural tour.

### Guided Tour of Crumlin Road Gaol

*Entrance and guide included*

- Afterwards, board coach for transfer to meet with the other tracks at Belfast City Hall.
- Participants have lunch on their own around City Hall.
- Meet ISA Site Staff for an afternoon cultural tour.

### Guided Black Taxi Tour of Peace Walls & Murals

*Entrance and guide included*

- Free time to explore Belfast.
- In the evening, meet ISA Site Staff and board coach for transfer to the dorm in Dublin.

## May 21

Thursday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (5 of 7)

### Transportation:

Foot  
7-day Leap Visitor Card

## Dublin: Criminal Courts | Jameson Distillery

- After breakfast, meet with Justice Studies Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

### Criminal Courts of Justice or Four Courts or King's Inn College or Similar Sourced by WorldStrides' Global Academic Team

- Participants have lunch on their own.
- Return to dorm. Free time.
- Meet ISA Site Staff and set off on foot/public transportation for an afternoon tour.

### Self-Guided Tour of Jameson Distillery

*Entrance included and ISA Staff member will serve as support*

- After tour, return to the dorm. Free time.

## May 22

Friday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (6 of 7)

### Transportation:

Coach  
Foot

## Day Trip to Cliffs of Moher

- Meet ISA Site Staff and board coach for a day trip.
- **Coach to Galway – Approximately 2 hours and 25 minutes**
- Upon arrival, short walking tour of Galway.

### Self-Guided Walking Tour of Galway

*No entrances necessary and ISA Staff member will serve as support*

- After tour, depart to Doolin (Approximately 1 hour and 30 minutes)
- Participants have lunch on their own in Doolin.
- After lunch, board coach and drive to the Cliffs of Moher.

### Self-Guided Tour of Cliffs of Moher

*Entrance included and ISA Staff member will serve as support*

- After tour, board coach and return to dorm in Dublin.
- Participants have dinner on their own en-route to the dorm. Free time.

## May 23

Saturday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Lunch

### Dublin Accommodations:

Trinity College (7 of 7)

### Transportation:

Own  
Foot

## Farewell to Dublin

- Free time in morning to explore Dublin.
- In the afternoon, meet ISA Site Staff in the dorm lobby to travel to the restaurant.
- **Farewell Lunch at Old Storehouse** as a group.
- Return to dorm.
- In the evening, meet ISA Site Staff and set off on foot for an evening **Riverdance Show**. *Ticket included.*
- After show, return to the dorm. Free time.

## May 24

Sunday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Per Airline

### Transportation:

Coach

## Return Home

- Meet ISA Site Staff to check out of dorm. Board coach and transfer to the airport for return flight home.
- Group flight departs en-route to United States.

### Program Ends

# Exhibit B

## Comprehensive inclusions, Support Services & Investment Details

The itineraries reflect the day-to-day arrangements designed for the program. Meals, tours and excursions, academic/company visits, accommodations, and transportation are provided by WorldStrides as detailed in each itinerary.

### During the program WorldStrides provides: Locally-based ISA Resident staff and orientation meeting upon arrival

- English-speaking, trained professional tour guides, as noted.
- Entrances for cultural sites, unless otherwise noted.
- Ground transportation including:
  - Transportation in safe, clean motorcoach as noted in itinerary - Full day = eight (8) hours; Half day = four (4) hours
    - Transfers to visits within city limits (note visits outside city limits may incur additional costs)
    - Meal transfers, as noted
    - Airport transfer for group flights
  - Public transportation passes, as noted in itinerary.
  - Intra-city transportation, as listed in itinerary.
- Intra-program flight from London to Dublin
- Bottled water on coach rides
- One non-alcoholic drink at all included meals

### Before the program departs, WorldStrides provides:

- Marketing website and resources to help promote the program to students
- Customized online registration portal to manage student registration, payments, dietary and health information collection, roommates, etc.
- A customized app with offline access to materials including -day-to-day itinerary, group messaging, and important documents
- Customized pre-departure information for students and faculty

### Academic Support

WorldStrides provides:

- Curriculum Support
- **Two (2)** academic visits arranged by the Global Academic Team
- Destination and business briefing materials prepared by WorldStrides' Global Academic Team including company and speaker profiles and destination-specific economic information

## Air Transportation

- Round-trip international flight is listed in program details. Group air booking requires ten (10) or more passengers traveling on the same itinerary. In order to ensure confirmation of flights without interruption due to unforeseen cancellations, WorldStrides recommends individual air ticketing for the group of twelve (12) or less.
  - Note: **140 seats held on British Airways**
- One-way economy class ticket included in ground package price from London to Dublin with airport taxes and transfers.
  - Note: **72 seats held on British Airways.**

### Flight #1: British Airways – 13 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA831	Dublin (DUB)	London (LHR)	7:30 a.m.	9:10 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #2: British Airways – 62 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA827	Dublin (DUB)	London (LHR)	10:45 a.m.	12:15 p.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #3: British Airways – 65 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA833	Dublin (DUB)	London (LHR)	9:15 a.m.	10:45 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

## Accommodations

- Six (6) nights in twin occupancy in **London** at the [Columbia Hotel](#) or similar.
  - The exact hotel will be determined based on number of participants and availability. Students will be in twin rooms and program leaders will be in single rooms.
- Seven (7) nights in student dorms in **Dublin** at Trinity College Dublin.
  - Students will either be in twin rooms or four (4) room-apartments, depending on availability.
    - The twin rooms will have a private bathroom. The room includes two (2) single beds that are not lofted or bunkbeds. Kitchens are communal and located on each floor.
    - The apartments will have four (4) single rooms each with a single bed. Each apartment will have two (2) bathrooms, a kitchen, and a common space.
    - Breakfast vouchers are included
    - Towels and bed linens are included with cleaning services on specific days.
  - Faculty director(s) will be in single rooms with a private bathroom or a four (4) room apartment. The 4-room apartment will be private and have two bathrooms, kitchen, and common space. The extra beds will be empty and paid for by College if the faculty director(s) stay in apartments.
  - A housing deposit is not required for the residence; however, participants will be financially responsible for any damages in their room. Should a participant damage the residence hall, WorldStrides requests that College work within established institutional parameters to ensure that financial obligations to WorldStrides are met by College participants. Alternatively, College may remit payment on the participant's behalf and require the participants to repay the College. Prior to departure, College will inform participants that the above conditions are in place.

## Per Person Program Ground, Intra-Program Air, & International Air Costs

Package includes components detailed throughout this Contract.

- \$4,850 Twin/shared occupancy for participants throughout the program based on ten to fourteen (10-14) full paying participants (FPP) & one (1) faculty director (single occupancy) included in the program costs. Price is inclusive of all ground transportation, intra-program airfare, and international airfare.
- \$4,507 Supplement for an additional faculty director in single accommodations throughout the program (per faculty director)

### Scholarships and Financial Assistance

WorldStrides is committed to making global travel experiences accessible for student participants.

**Group Scholarships/Grants** –College will be eligible for a fifty dollar (\$50) scholarship per FPP for up to thirty (30) student participants (regardless of the number of tracks). If College registers thirty one plus (31+) FPP and chooses to do Long-Haul air with WorldStrides, a one hundred dollar (\$100) scholarship per FPP will be available. The award for this scholarship will be credited to the College on the College’s program invoices prior to the payment deadline.

**International Financial Assistance** – This need-based assistance program awards small grants to student participants who demonstrate financial need. Learn more at: <https://fundraising.worldstrides.com/international-financial-assistance-program/>. Limit to four (4) College students per year. The College will receive a credit on the program invoice for the student’s stipend(s) indicating which students earned the funding for the College to disperse to the student’s account(s).

**Higher Ed Traveler Scholarships** –WorldStrides offers a three thousand dollar (\$3,000) scholarship to three (3) worthy students who will be participating in short-term study abroad annually. One (1) winner is selected in the fall; two (2) more are selected in the spring/summer. Students will be chosen based on an application and personal statement. Learn more at [worldstrides.com/higheredtravelerscholarship](http://worldstrides.com/higheredtravelerscholarship). College student participants are eligible to apply for this scholarship. College students awarded the Higher Ed Traveler Scholarship will receive a check written to the student participant in the amount of three thousand dollars (\$3,000).

### Optional Items Priced Separately

- One hundred ninety nine dollar (\$199) Optional Travel Protection Plan – Cancel for Any Reason (per person)

### Miscellaneous:

- Program costs for a free faculty director in single rooms are included with minimum participants. Their international airfare and intra-program airfare are included.
- Luggage overage fees and hotel incidentals such as mini bar use, is not included and are the responsibility of participants.
- Accommodations are booked at time of program confirmation. If the represented property is not available, a comparable property may be substituted with advance notice to the College.
- **The following items are not currently included in the program costs:**
  - Uneven room pairing charges if faculty director(s) are placed in a four (4) bedroom apartment and there are extra beds the beds are to be paid for by the College.
  - Local mobile phone rental for faculty director(s)/staff



# WorldStrides® | isa Custom Programs



## Contract for Services

The Board of Trustees of the Nebraska State  
Colleges doing business as  
Chadron State College  
Psychology & Counseling Track to London & Dublin  
May 2020

Attachment: Chadron State College Psychology Counseling UK Ireland May 2020 (2582 : WorldStrides Agreements for Study Abroad for



# Contract for Services

This Contract for Services (Contract) is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (College) and Lakeland Tours, LLC. dba WorldStrides (WorldStrides). Contract begins September 30, 2019, and ends June 30, 2020. Program services provided under this Contract are described in detail in Exhibits A and B, which are incorporated by reference into this Contract.

**Price and Payment Terms.** Prices in this Contract are contingent on having ten (10) full paying participants (FPP) traveling per track. Should the FPP number fall below ten (10) FPP per track, the program will have to be repriced and the Contract will be amended accordingly. Price considerations include, but are not limited to, airline, vendor, or group-imposed schedule changes or delays as well as fuel surcharges or local country taxes and fee adjustments. WorldStrides will communicate in writing any known charges to the College representative. The College will determine if the College or individual participants will be responsible for these additional charges. The prices are fixed in United States dollars, WorldStrides accepts any foreign currency risk including all current local government taxes, where applicable for included services. Group air is based on ten (10) or more participants traveling on the same itinerary. If this number falls below ten (10), group air is no longer applicable and tickets will be subject to the current market price. Participants are responsible for the differences between the quoted group fare and the individual published fare. When booked, seats and price are only guaranteed up to one hundred (100) days prior to departure. Payment as agreed upon by both parties must be received prior to the group's departure. All participants must be fully paid prior to travel unless alternative arrangements have been agreed upon.

College agrees to send a final roster of traveling participants no later than January 31, 2020. If a participant withdraws between the submission of the roster to WorldStrides and sixty (60) days prior to departure, the College will be responsible for non-refundable costs.

## Schedule

1	<b>Roster due</b>	100 days prior to departure   January 31, 2020
2	<b>Final pre-program payment due</b>	60 days prior to departure   March 11, 2020 100% of the total pre-program invoice due
3	<b>Post-program balance due (if applicable)</b>	30 days after the group returns   June 23, 2020 100% of the program costs due, including costs for added services (if applicable)

**Prompt Payment Act.** In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified by the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

**Fees.** There is a thirty five dollar (\$35) service charge on returned checks, declined credit cards, or a declined ECheck. A fee up to two hundred and fifty dollars (\$250) may apply for any correction made to names within seventy five (75) days of the departure date. Those opting to make payment by wire transfer must absorb all fees associated with that transaction, making sure WorldStrides receives full payment for program without fees subtracted from wire amount.

**Optional Services.** Participants have the option to purchase additional services for their program such as pre and post program hotel nights, airport transfers, appointment tickets, as well as other items. Participants are required to pay in full for all additional items selected through the online portal. Additional services purchased are subject to Standard Fees. Participants must be fully paid in order to travel. No refunds will be provided for additional services cancelled within thirty (30) days of departure. If participant purchases optional travel interruption insurance, terms and conditions of the policy will apply.

**Cancellations and Associated Penalties.** All Cancellations must be sent in writing via email to WorldStrides at [higher@worldstrides.org](mailto:higher@worldstrides.org). Cancellations are effective on the date they are received by WorldStrides.

1. International air utilization: Between ninety (90) and sixty one (61) days prior to departure, there is a two hundred dollar (\$200) per seat cancellation penalty.
2. Cancellation of international air once tickets are issued: Once any international air tickets are processed and ticketed (approximately forty five (45) to sixty (60) days prior to departure), the entire amount of the airline tickets becomes fully non-refundable. In these instances, the issued tickets will be delivered to the cancelling participants and it may be possible, subject to the airline's rules and change fees, to reuse them in the future. However, WorldStrides is not responsible for such changes, and can make no guarantees regarding the availability of any future use. Tour conductor tickets have no value for later use.

3. Cancellations within thirty one (31) to sixty (60) days of departure: For any cancellations received between thirty one (31) and sixty (60) days prior to travel, WorldStrides will retain fifty percent (50%) of the ground services portion of the program fee in addition to any penalties due for international air.
4. Cancellations within thirty (30) days of departure: Cancellations received within thirty (30) days of departure are subject to a cancellation fee equal to one hundred percent (100%) of both the ground services and international air, although cancelling participants will receive any issued airline tickets subject to airline restrictions on future use.
5. U.S. and foreign departure, customs and security taxes, and fuel surcharges as printed on the ticket, are included and are subject to change until time of ticketing, typically forty five (45) days prior to departure. Note: Fuel surcharges are subject to change until time of ticketing. Early ticketing can be made; however, once ticketed, any future changes will incur a change/cancellation penalty.
6. Please note that for any new services added to the itinerary after the Contract is executed, WorldStrides reserves the right to apply the more restrictive cancellation terms between WorldStrides cancellation terms and the third-party supplier. WorldStrides will make best efforts to communicate in writing in a timely manner price increases as a result of any College approved changes.

Independent Contractor. WorldStrides shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law. WorldStrides agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between WorldStrides and the College, and the College shall not be liable for any obligation incurred by WorldStrides, including but not limited to unpaid minimum wages or overtime premiums. If WorldStrides has employees or subcontractors, WorldStrides further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of WorldStrides's employees for the duration of this Contract. WorldStrides agrees to furnish the College proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements. WorldStrides is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a five million-dollar (\$5,000,000) umbrella. WorldStrides's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College. The College will be named on WorldStrides's liability insurance policy. Participants will have embedded insurance that covers a wide range of health and safety risks, with special coverage for medical-related cancellation, mental health, and security or medical evacuation.

Access to Records. WorldStrides agrees to maintain complete records regarding the expenditures of funds provided by the College under this Contract. WorldStrides agrees to allow authorized representatives of the College, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate, free access at reasonable times to all records generated or maintained as a result of this Contract for a period of three (3) years after the termination of this Contract.

Employee Work Eligibility Status. WorldStrides is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Non-Discrimination. WorldStrides agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. WorldStrides further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

ADA & Drug-Free Workplace Requirements. All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, WorldStrides certifies that WorldStrides operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

Use of Information; Property Ownership. WorldStrides agrees that any and all information gathered in the performance of this Contract, either independently or through the College, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. WorldStrides agrees that no authority or information gained through the existence of this Contract will be used to obtain financial gain for WorldStrides, for any member of WorldStrides's immediate family, or for any business with which WorldStrides is associated except to the extent provided by this Contract. WorldStrides further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this Contract shall be the property of the College. WorldStrides hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this Contract.

Parties; Subcontractors; Assignment. References to WorldStrides and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. WorldStrides agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the College. WorldStrides agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the College.

Complete Agreement; Governing Law; Amendment. This Contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This Contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This Contract may be amended at any time in writing upon the agreement and signature of both parties. In case of any conflicting terms between WorldStrides' proposal and this Contract, the terms of this Contract shall control.

Confidentiality. WorldStrides acknowledges that performance under the terms of this Contract may involve receipt of user data from the College. WorldStrides will utilize user data from the College only in the furtherance of this Contract. WorldStrides will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. WorldStrides will reimburse the College for any and all expenses incurred by the College as a result of a data breach of WorldStrides's systems. If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA), WorldStrides agrees and acknowledges that WorldStrides is acting as an officer of the College for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information. WorldStrides further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

Changes to Program. WorldStrides reserves the right to make additions or deletions in the program deemed advisable for the well-being of the group or changes in circumstances. WorldStrides will work with key decision makers at the College regarding additions or deletions to the program that are directly related to the well-being of the group or changes in circumstances. WorldStrides will notify the authorized College representative(s) of any proposed changes or alterations to the program before confirming. Reservations are not transferable.

Individual or Group Non-Program Reservations WorldStrides assumes no responsibility for reservations, travel, or program excursions that are not booked directly through WorldStrides. Further, WorldStrides' insurance programs will not extend to or cover any program element that is not booked directly through WorldStrides.

Health & Insurance. Participants with special medical or physical requirements should investigate destination(s) beforehand and ensure the care and conditions they need will be available. For further information regarding travel to specific destination(s), please visit the Centers for Disease Control and Prevention's Travelers' Health website (<https://wwwnc.cdc.gov/travel/>). Any physical or mental condition requiring special medical attention or equipment must be disclosed in writing to WorldStrides as soon as the condition is known and registration confirmed. WorldStrides will make efforts to meet special needs, but may alter itineraries accordingly. In compliance with WorldStrides safety and security standards, all participants are covered by insurance underwritten by an independent insurer with benefits, including but not limited to, medical, dental, mental health, and emergency medical and security evacuation coverage. Covered expenses resulting from an on-tour incident must be incurred on tour. Any charges not covered will be the responsibility of the participant. In the rare event of a major medical issue, evacuation, or other serious situation, the College and/or participant may be responsible for additional fees related to staff time and risk management resources, and vendor support, if activated.



**Registration, Privacy, and Information Retention.** WorldStrides risk management procedures and liability insurance providers require collection of certain information from all participants. As a result, participants are required to register online via WorldStrides secure online registration platform. Because the nature of the business requires coordination with various partners and suppliers who assist WorldStrides to deliver the travel services requested, it is necessary to share certain personal information collected from the online registration system. This includes registration of international travelers' email addresses with the U.S. State Department seven (7) days before travel, which may result in participants receiving urgent email advisories before and during the program. WorldStrides assumes no responsibility or liability for unregistered participants and prohibits their participation in the program. WorldStrides uses commercially reasonable physical, technical, and administrative safeguards to assist us in preventing unauthorized access, use and disclosure of sensitive information. Furthermore, WorldStrides uses industry best-practices for the secure and reasonable retention of information and records. In the event that WorldStrides believes an unauthorized party has obtained access to any protected records, WorldStrides will notify the College immediately.

**Visa(s) & Passport.** Visa(s) are not required for U.S. citizens entering the United Kingdom and Ireland. Some non-U.S. passport holders will be required to obtain a visa on their own, which is based on embassy or consulate requirements. These participants will be provided documents for any arrangements made by WorldStrides. This may include a hotel confirmation letter and confirmations for intra-program transportation, if applicable. Upon request, WorldStrides can also provide a standard invitation letter and proof of insurance. Other documents may be required, and the participant is responsible for obtaining these independently. Please refer to registration materials to be sure that visa issues are addressed prior to travel. WorldStrides will assist in the visa(s) procurement process, the attainment of a visa(s), including transit visas, however, it is ultimately the responsibility of the participant. WorldStrides will communicate specific visa requirements and guidance to non-U.S. residents following their registration. Regardless of whether visas are required or included in package pricing, a customized visa assessment and toolkit (including application(s) and instruction(s) is emailed to every participant with U.S. residency status following their registration. Inability to travel due to a lack of proper travel documents (Passports & Visas) does not constitute grounds for a refund. WorldStrides' quoted visa processing price is subject to adjustment. Visa documents submitted after the processing deadline may result in late fees. Late fees or consular fee changes are the responsibility of the participant.

**Participant Responsibility.** All program participants will be responsible for their own actions at all times. WorldStrides assumes no responsibility for participants when they are on their own "free time." The College understands that traveling program participants are solely responsible for the pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment. Furthermore, College understands that it is the participants' responsibility to understand the risks associated while traveling, including, but not limited to, understanding hotel fire safety and emergency evacuation plans at each location. Additional information can be found at the State Department's International Travel website (<https://travel.state.gov/>).

**Participant Behavior.** While participating on WorldStrides program, participants are ambassadors of the U.S., the College, and WorldStrides, and participants must behave in a manner that is respectful of the host culture, its people and laws at all times. While on the program, participants remain bound by the College's academic and behavioral rules, including any student code of conduct, and participants can be expelled from the program if he/she breaches such rules. Any costs associated with disrespectful behavior, including damage, will be the responsibility of the participant. In the event a participant is expelled from a program, no refund of any kind will be made. Any expelled participant is responsible for all costs to return home. The College is responsible for informing participants of this behavior standard.

**Force Majeure.** WorldStrides assumes no responsibility for events beyond its reasonable control, including, but not limited to, acts of God, war (whether declared or not), terrorist or criminal activities, strikes, civil unrest, government restrictions, lost or stolen belongings, overbooking of accommodations, mechanical failure of or delays with transportation, illness, dangers associated with animals, sanitation problems, food poisoning, lack of or quality of medical care, or actual, perceived, or threatened epidemics. WorldStrides shall not be responsible for personal or bodily injury, loss, or damage from any event caused by persons or companies not directly or indirectly controlled by WorldStrides, including without limitation air carriers, bus companies, railways, hotels, subcontracted agents, or tour operators, except to the extent of WorldStrides' negligence or willful misconduct in selecting and contracting with such persons or companies.

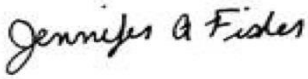
**Indemnity.** To the fullest extent permitted by law, WorldStrides will indemnify, participate in the defense of, and hold harmless the College, and its agents and employees, against any claims, damages, losses and expenses, arising out of or resulting from the provision of travel-related services pursuant to the contracted program, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of WorldStrides, or anyone directly employed by WorldStrides. This indemnification is specifically limited by the exclusions in the Force Majeure paragraph. Furthermore, this indemnification will not apply to claims, damages, losses or expenses caused in any part by the College. WorldStrides will name the College as an additional insured under its applicable liability policy for the duration of events and travel booked directly through WorldStrides.

College Representative. The College representative for purposes of monitoring and oversight of this Contract is:  
Kate Pope, telephone 308-432-7079, email [kdpope@csc.edu](mailto:kdpope@csc.edu)

Signatures.

By signing below, I acknowledge and agree to the terms of this Contract,

Representative, WorldStrides ISA Custom Programs,  
Lakeland Tours, LLC. dba WorldStrides



\_\_\_\_\_  
Jennifer Fisher, MBA  
Vice President of Program Development

10/23/19  
Date

The Board of Trustees of the Nebraska State Colleges doing  
business as Chadron State College (College)  
President

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

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

The Board of Trustees of the Nebraska State Colleges  
Chancellor

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

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

# Exhibit A

## Psychology & Counseling Itinerary in the UK & Ireland

### May 10

Sunday

Meals Included:  
Per airline

### Departure

- Group flight departs for London.

### May 11

Monday

Meals Included:  
Per airline

London Hotel:  
[Columbia Hotel](#) or similar (1 of 6)

Transportation:  
Coach

### Arrival and Acclimation in London

- Meet ISA Site Staff and board private coach at the airport for transfer to afternoon cultural tour.
- Receive your public transportation passes for duration of stay in London. *Weekly Oyster Card unlimited travel in zones 1 & 2*

**Guided Tour of Windsor Castle**  
*Entrance and guide included*

- After tour, board coach for a **WorldStrides ISA Health & Safety Orientation** en-route to hotel.
- Check into the hotel. Free time.

### May 12

Tuesday

Meals Included:  
Breakfast at the hotel

London Hotel:  
[Columbia Hotel](#) or similar (2 of 6)

Transportation:  
Oyster card (unlimited Zones 1&2)  
River cruise

### London: Company Visit | Thames Cruise | Greenwich Royal Observatory

- After breakfast, meet with Psychology & Counseling Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

#### Current Trends in Developmental Psychology Theory and Research in London

*Note: Themes for company visits are presented here as examples and will be developed in collaboration with your university. A typical visit includes a management discussion, leadership speaker, facility tour and/or presentation.*

Sourced by WorldStrides' Global Academic Team. See [Your academic blueprint](#) for more.

- After visit, return to hotel to meet the other tracks.
- Free time- participants on their own for lunch.
- In the afternoon, meet with ISA Site Staff and set off on public transportation for an afternoon cultural tour.

#### Guided Tour of River Thames Cruise to Greenwich

*Entrance fee/cruise ticket and guide included; tour of building exteriors only*

- After docking, disembark the boat and set off on foot to the Royal Observatory.

#### Guided Tour of Royal Observatory

*Entrance and guide included*

- After tour, return to the hotel. Free time.

## May 13

Wednesday

Meals Included:

Breakfast at the hotel

London Hotel:

[Columbia Hotel](#) or similar (3 of 6)

Transportation:

Oyster card (unlimited Zones 1&2)

## London: Company Visit | Free Time | London Eye

- After breakfast, meet with Psychology & Counseling Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

### The Mental Health Care System and Stigma Surrounding Treatment in the UK

Sourced by WorldStrides' Global Academic Team.

- After visit, return to hotel to meet the other tracks.
- Participants have lunch on their own around the hotel.
- Free time to explore London.
- In the early evening, meet with ISA Site Staff and set off on public transportation for an evening cultural tour.

### Self-Guided Tour of the London Eye

Entrance included and ISA Staff member will serve as support

- Return to the hotel. Free time.

## May 14

Thursday

Meals Included:

Breakfast at the hotel

London Hotel:

[Columbia Hotel](#) or similar (4 of 6)

Transportation:

Coach

Foot

## Day Trip to Oxford

- Meet ISA Site Staff and board coach for a day trip.
- Coach to Oxford – Approximately 1 hour and 30 Minutes**

### Guided Tour of Oxford

Entrance to Christ College included; no other entrances included

- Participants lunch on their own before afternoon visit.
- Meet Psychology & Counseling Track faculty director(s) and board coach for a visit and guest lecture.

### Oxford Centre with Criminology Faculty Lecture – Guest Lecture

Sourced by WorldStrides' Global Academic Team.

- After guest lecture, meet ISA Site Staff and board coach for transfer to the hotel. Free time.

## May 15

Friday

Meals Included:

Breakfast at the hotel

London Hotel:

[Columbia Hotel](#) or similar (5 of 6)

Transportation:

Oyster card (unlimited Zones 1&2)

Own

## London: Company Visit | Free Afternoon

- After breakfast, meet with Psychology & Counseling Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

### The Impact of Drug Decriminalization on Society

Sourced by WorldStrides' Global Academic Team

- After visit, meet ISA Site Staff and board coach to return to the hotel. Free time.



## May 16

Saturday

Meals Included:  
Breakfast at the hotel

London Hotel:  
[Columbia Hotel](#) or similar (6 of 6)

Transportation:  
Oyster card (unlimited Zones 1&2)

## London: Westminster Abbey | Parliament

- Meet ISA Site Staff and set off on public transportation for a morning tour.

**Guided Tour of Westminster Abbey**  
*Entrances and guide included*

- Participants have lunch on their own en-route to afternoon tour.

**Guided Tour of Houses of Parliament**  
*Entrances and blue badge guide included*

- After tour, return to the hotel. Free time.

## May 17

Sunday

Meals Included:  
Breakfast at the hotel

Dublin Accommodations:  
Trinity College (1 of 7)

Transportation:  
Coach  
Air  
Foot

## Travel to Dublin | Tour of Dublin

- Meet ISA Site staff and check out of hotel. Board coach and depart for the airport.
- Flight to Dublin – Approximately 1 hour & 20 minutes**

### Intra-Program Flight

Flight #	Origin	Destination	Departure	Arrival
BA834	London (LHR)	Dublin (DUB)	10:35 a.m.	12:10 p.m.

- Meet ISA Site Staff and board private coach at the airport.
- Check into dorm. *Store luggage if rooms are not available.*
- Receive public transportation passes for duration of stay in Dublin – *7-day Leap Visitor Card included.*
- Meet ISA Site Staff and set off on foot/public transportation for an afternoon cultural tour.
- Participants have lunch on their own en-route to afternoon tour.

**Guided Walking Tour of Dublin City**  
*No entrances included; guide included*

- After tour, return to the dorm. Free time.

## May 18

Monday

Meals Included:  
Breakfast at KC Peaches (voucher included)

Dublin Accommodations:  
Trinity College (2 of 7)

Transportation:  
7-day Leap Visitor Card

## Dublin: University Visit | Psychological Society of Ireland

- After breakfast, meet with Psychology & Counseling Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

**Trinity College, School of Psychology or Similar**  
*Sourced by WorldStrides' Global Academic Team*

- Participants have lunch on their own before afternoon tour.
- After lunch, meet ISA Site Staff and set off on foot for and afternoon cultural tour.

**Psychological Society of Ireland or Similar**  
*Donation included and ISA Staff member will serve as support*

- After tour, return to the dorm. Free time.

## May 19

Tuesday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (3 of 7)

### Transportation:

Coach  
7-day Leap Visitor Card

## Dublin: YoDA | W82GO

- After breakfast, meet with Psychology & Counseling Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and board coach for a morning visit.

### YoDa (Youth & Alcohol Services) or Similar

*Donation included and ISA Staff member will serve as support*

- Participants lunch on their own en-route to afternoon visit.

### W82GO (Temple Street University Hospital) or Similar

*Donation included and ISA Staff member will serve as support*

- After visit, return to the dorm. Free time.

## May 20

Wednesday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (4 of 7)

### Transportation:

Coach  
Foot

## Day Trip to Belfast

- Meet ISA Site Staff and board coach for a day trip to Belfast.
- Coach to Belfast – Approximately 2 hours**
- Upon arrival, split into respective tracks and meet with Psychology & Counseling Track faculty director(s) and transfer for a morning visit.

### Victims & Survivors Services or Similar

*Donation included and ISA Staff member will serve as support*

- After, transfer on foot/public transportation to meet with the other tracks at Belfast City Hall.
- Participants have lunch on their own around City Hall.
- Meet ISA Site Staff for an afternoon cultural tour.

### Guided Black Taxi Tour of Peace Walls & Murals

*Entrance and guide included*

- Free time to explore Belfast.
- In the evening, meet ISA Site Staff and board coach for transfer to the dorm in Dublin.

## May 21

Thursday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (5 of 7)

### Transportation:

7-Day Leap Visitor Card  
Foot

## Dublin: Company Visit | Jameson Distillery

- After breakfast, meet with Psychology & Counseling Track faculty director(s) to prepare for the day.
- Meet ISA Site Staff and set off on public transportation for a morning visit.

### Student-Centered Learning and Innovative Teaching Methods in Dublin

*Sourced by WorldStrides' Global Academic Team*

- After visit, participants have lunch on their own.
- Return to the dorm with some free time.
- Meet ISA Site Staff and set off on foot/public transportation for an afternoon tour.

### Self-Guided Tour of Jameson Distillery

*Entrance included and ISA Staff member will serve as support*

- After tour, return to the dorm. Free time.

## May 22

Friday

### Meals Included:

Breakfast at KC Peaches (voucher included)

### Dublin Accommodations:

Trinity College (6 of 7)

### Transportation:

Coach  
Foot

## Day Trip to Cliffs of Moher

- Meet ISA Site Staff and board coach for a day trip.
- **Coach to Galway – Approximately 2 hours and 25 minutes**
- Upon arrival, short walking tour of Galway.

### Self-Guided Walking Tour of Galway

*No entrances necessary and ISA Staff member will serve as support*

- After tour, depart to Doolin (Approximately 1 hour and 30 minutes)
- Participants have lunch on their own in Doolin.
- After lunch, board coach and drive to the Cliffs of Moher.

### Self-Guided Tour of Cliffs of Moher

*Entrance included and ISA Staff member will serve as support*

- After tour, board coach and return to dorm in Dublin.
- Participants have dinner on their own en-route to the dorm. Free time.

## May 23

Saturday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Lunch

### Dublin Accommodations:

Trinity College (7 of 7)

### Transportation:

Own  
Foot

## Farewell to Dublin

- Free time in morning to explore Dublin.
- In the afternoon, meet ISA Site Staff in the dorm lobby to travel to the restaurant.
- **Farewell Lunch at Old Storehouse** as a group.
- Return to dorm.
- In the evening, meet ISA Site Staff and set off on foot for an evening **Riverdance Show**. *Ticket included.*
- After show, return to the dorm. Free time.

## May 24

Sunday

### Meals Included:

Breakfast at KC Peaches (voucher included)  
Per Airline

### Transportation:

Coach

## Return Home

- Meet ISA Site Staff to check out of dorm. Board coach and transfer to the airport for return flight home.
- Group flight departs en-route to United States

### Program Ends

# Exhibit B

## Comprehensive inclusions, Support Services & Investment Details

The itineraries reflect the day-to-day arrangements designed for the program. Meals, tours and excursions, academic/company visits, accommodations, and transportation are provided by WorldStrides as detailed in each itinerary.

### During the program WorldStrides provides: Locally-based ISA Resident staff and orientation meeting upon arrival

- English-speaking, trained professional tour guides, as noted.
- Entrances for cultural sites, unless otherwise noted.
- Ground transportation including:
  - Transportation in safe, clean motorcoach as noted in itinerary - Full day = eight (8) hours; Half day = four (4) hours
    - Transfers to visits within city limits (note visits outside city limits may incur additional costs)
    - Meal transfers, as noted
    - Airport transfer for group flights
  - Public transportation passes, as noted in itinerary.
  - Intra-city transportation, as listed in itinerary.
- Intra-program flight from London to Dublin
- Bottled water on coach rides
- One non-alcoholic drink at all included meals

### Before the program departs, WorldStrides provides:

- Marketing website and resources to help promote the program to students
- Customized online registration portal to manage student registration, payments, dietary and health information collection, roommates, etc.
- A customized app with offline access to materials including -day-to-day itinerary, group messaging, and important documents
- Customized pre-departure information for students and faculty

### Academic Support

WorldStrides provides:

- Curriculum Support
- **Five (5)** company visits arranged by the Global Academic Team.
- Destination and business briefing materials prepared by WorldStrides' Global Academic Team including company and speaker profiles and destination-specific economic information

## Air Transportation

- Round-trip international flight is listed in program details. Group air booking requires ten (10) or more passengers traveling on the same itinerary. In order to ensure confirmation of flights without interruption due to unforeseen cancellations, WorldStrides recommends individual air ticketing for the group of twelve (12) or less.
  - Note: **140 seats held on British Airways**
- One-way economy class ticket included in ground package price from London to Dublin with airport taxes and transfers.
  - Note: **72 seats held on British Airways.**

### Flight #1: British Airways – 13 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA831	Dublin (DUB)	London (LHR)	7:30 a.m.	9:10 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #2: British Airways – 62 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA827	Dublin (DUB)	London (LHR)	10:45 a.m.	12:15 p.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

### Flight #3: British Airways – 65 seats booked

#### Departure Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/10/2020	BA218	Denver (DEN)	London (LHR)	7:35 p.m.	11:35 a.m. +1

*Please note: Intra-program transportation is listed in the working itinerary, unless otherwise noted.*

#### Return Flights

<u>Date</u>	<u>Flight #</u>	<u>Origin</u>	<u>Destination</u>	<u>Departure</u>	<u>Arrival</u>
05/24/2020	BA833	Dublin (DUB)	London (LHR)	9:15 a.m.	10:45 a.m.
05/24/2020	BA219	London (LHR)	Denver (DEN)	2:40 p.m.	5:30 p.m.

## Accommodations

- Six (6) nights in twin occupancy in **London** at the [Columbia Hotel](#) or similar.
  - The exact hotel will be determined based on number of participants and availability. Students will be in twin rooms and program leaders will be in single rooms.
- Seven (7) nights in student dorms in **Dublin** at Trinity College Dublin.
  - Students will either be in twin rooms or four (4) room-apartments, depending on availability.
    - The twin rooms will have a private bathroom. The room includes two (2) single beds that are not lofted or bunkbeds. Kitchens are communal and located on each floor.
    - The apartments will have four (4) single rooms each with a single bed. Each apartment will have two (2) bathrooms, a kitchen, and a common space.
    - Breakfast vouchers are included
    - Towels and bed linens are included with cleaning services on specific days.
  - Faculty director(s) will be in single rooms with a private bathroom or a four (4) room apartment. The 4-room apartment will be private and have two bathrooms, kitchen, and common space. The extra beds will be empty and paid for by College if the faculty director(s) stay in apartments.
  - A housing deposit is not required for the residence; however, participants will be financially responsible for any damages in their room. Should a participant damage the residence hall, WorldStrides requests that College work within established institutional parameters to ensure that financial obligations to WorldStrides are met by College participants. Alternatively, College may remit payment on the participant's behalf and require the participants to repay the College. Prior to departure, College will inform participants that the above conditions are in place.

## Per Person Program Ground, Intra-Program Air, & International Air Costs

Package includes components detailed throughout this Contract.

\$4,850	Twin/shared occupancy for participants throughout the program based on ten to fourteen (10-14) full paying participants (FPP) & one (1) faculty director (single occupancy) included in the program costs. Price is inclusive of all ground transportation, intra-program airfare, and international airfare.
\$4,507	Supplement for an additional faculty director in single accommodations throughout the program (per faculty director)

### Scholarships and Financial Assistance

WorldStrides is committed to making global travel experiences accessible for student participants.

**Group Scholarships/Grants** – College will be eligible for a fifty dollar (\$50) scholarship per FPP for up to thirty (30) student participants (regardless of the number of tracks). If College registers thirty one plus (31+) FPP and chooses to do Long-Haul air with WorldStrides, a one hundred dollar (\$100) scholarship per FPP will be available. The award for this scholarship will be credited to the College on the College's program invoices prior to the payment deadline.

**International Financial Assistance** – This need-based assistance program awards small grants to student participants who demonstrate financial need. Learn more at: <https://fundraising.worldstrides.com/international-financial-assistance-program/>. Limit to four (4) College students per year. The College will receive a credit on the program invoice for the student's stipend(s) indicating which students earned the funding for the College to disperse to the student's account(s).

**Higher Ed Traveler Scholarships** – WorldStrides offers a three thousand dollar (\$3,000) scholarship to three (3) worthy students who will be participating in short-term study abroad annually. One (1) winner is selected in the fall; two (2) more are selected in the spring/summer. Students will be chosen based on an application and personal statement. Learn more at [worldstrides.com/higheredtravelerscholarship](http://worldstrides.com/higheredtravelerscholarship). College student participants are eligible to apply for this scholarship. College students awarded the Higher Ed Traveler Scholarship will receive a check written to the student participant in the amount of three thousand dollars (\$3,000).

### Optional Items Priced Separately

- One hundred ninety nine dollar (\$199) Optional Travel Protection Plan – Cancel for Any Reason (per person)

### Miscellaneous:

- Program costs for a free faculty director in single rooms are included with minimum participants. Their international airfare and intra-program airfare are included.
- Luggage overage fees and hotel incidentals such as mini bar use, is not included and are the responsibility of participants.
- Accommodations are booked at time of program confirmation. If the represented property is not available, a comparable property may be substituted with advance notice to the College.
- **The following items are not currently included in the program costs:**
  - Uneven room pairing charges if faculty director(s) are placed in a four (4) bedroom apartment and there are extra beds the beds are to be paid for by the College.
  - Local mobile phone rental for faculty director(s)/staff





**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
VIRTUAL EDUCATION SOFTWARE, INC.  
AND  
THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES D.B.A. CHADRON STATE COLLEGE**

This MOU is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College (“CSC”), and Virtual Education Software, Inc. (“VESI”) of Spokane, WA.

**INTENT OF MOU:** It is the intent of CSC and VESI to collaborate to provide CSC undergraduate and graduate-level continuing education/professional development credit for courses offered by VESI.

**EFFECTIVE DATE:** This MOU shall be in effect from November 31, 2019 to November 30, 2020.

**COURSES:** All courses will be developed and taught by VESI, and remain the sole property of VESI. Within any applicable governmental or accreditation approvals or regulations, CSC will offer undergraduate and graduate-level continuing education/professional development credit for all CSC-approved VESI courses. CSC makes no claim that VESI courses can be applied to any degree program.

**COURSE APPROVAL:** After reviewing course syllabi provided by VESI, and providing the courses meet established CSC standards, CSC will approve courses for appropriate undergraduate and/or graduate-level continuing education semester credit.

**INSTRUCTORS & EVALUATORS:** All instructors/evaluators will be hired by and be the responsibility of VESI. All instructors/evaluators teaching undergraduate courses will hold a minimum of a master’s degree with at least eighteen (18) graduate credit hours in the content area of instruction. All instructors/evaluators teaching graduate courses must hold a terminal degree.

**REGISTRATION:** Students will register for VESI courses directly with CSC and CSC will collect all course fees. CSC will send VESI an electronic request via email with the appropriate student information required for registration. CSC will be responsible for managing student inquiries regarding registration, tuition payment, refunds, transcripts, and course-switching or course-extension requests.

**COURSE DELIVERY:** Upon receipt of the student registration, VESI will process the order within 1-2 business days and will fulfill all orders by providing the student with all necessary course materials. Course materials that cannot be delivered electronically will be sent out via priority mail.

**CUSTOMER SERVICE:** Upon receipt of the course order from CSC, VESI will provide all customer services related to order fulfillment, instruction and evaluation. CSC will notify VESI of students switching courses or requesting additional time to complete a course.

**COURSE CANCELLATIONS:** All course registration cancellations will be handled by CSC and communicated to VESI. All refunds will be the responsibility of CSC and will follow established CSC refund policies. Retrieval of any course materials is the responsibility of VESI.

**GRADES & TRANSCRIPTS:** Following established CSC guidelines, final course grades will be transcribed by CSC with appropriate semester credit using CSC’s undergraduate or graduate-level continuing education course designation. Upon request, CSC will send transcripts to the student.

**GRADE REPORTING:** Once a course has been completed and evaluated, VESI will report the grade to CSC.

**MARKETING:** VESI will have permission to use the name “Chadron State College”, the trademark “CSC”, or the CSC logo in the list of partner universities on the VESI website for the duration of the MOU. CSC is solely responsible for marketing approved VESI courses and for determining the marketing resources it will use. When appropriate, CSC will include the VESI logo and course descriptions in print materials and CSC website locations. VESI acknowledges that, except for the permission granted herein, it has no right or interest in any of CSC’s trademarks or copyrights and will not represent that it has such rights. Upon termination of this MOU, regardless of the reasons, the permission granted herein will automatically terminate and VESI will no longer be authorized to use the CSC name or logo. CSC recognizes the same policy applies to VESI trademarks and copyrights.

**CONSIDERATION:** Within twenty-one (21) days after registration has been closed for the term, VESI will invoice CSC in the amount of \$140 per credit hour, per registrant. Upon receipt of invoice from VESI, CSC will initiate payment.

**PROMPT PAYMENT ACT:** In the event any amount due under this MOU remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

**INDEPENDENT CONTRACTOR:** VESI shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers’ compensation law and Nebraska unemployment insurance law.

VESI agrees that it is a separate and independent enterprise from CSC, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This MOU shall not be construed as creating any partnership, joint venture, or joint employment relationship between VESI and CSC, and CSC shall not be liable for any obligation incurred by the VESI, including but not limited to unpaid minimum wages or overtime premiums. If VESI has employees or subcontractors, VESI further agrees to maintain at least the prescribed minimum workers’ compensation insurance coverage for all of the VESI’s employees for the duration of this MOU. VESI agrees to furnish CSC proof of workers’ compensation insurance coverage upon request.

**LIABILITY INSURANCE REQUIREMENTS: *One box below must be selected and marked.***

- VESI is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a five million dollar (\$5,000,000) umbrella. VESI’s insurance policy shall be primary and non-contributory. CSC shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against CSC. A copy of the certificate shall be provided to CSC.
- VESI is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence with a three million dollar (\$3,000,000) umbrella. VESI’s insurance policy shall be primary and non-contributory. CSC shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against CSC. A copy of the certificate shall be provided to CSC.
- VESI is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence. VESI’s insurance policy shall be primary and non-contributory. CSC shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against CSC. A copy of the certificate shall be provided to CSC.

- VESI is not required to carry liability insurance as a condition of this MOU.

**NEW EMPLOYEE WORK ELIGIBILITY STATUS: - One box below must be selected and marked.**

- Employee Work Eligibility Status. VESI is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- VESI is an individual or sole proprietorship. VESI must complete the “United States Citizenship Attestation Form,” available on the Department of Administrative Services website at [http://das.nebraska.gov/lb403/attestation\\_form.pdf](http://das.nebraska.gov/lb403/attestation_form.pdf). If VESI indicates on such attestation form that he or she is a qualified alien, VESI agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify VESI’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the MOU.*

VESI understands and agrees that lawful presence in the United States is required and VESI may be disqualified or the MOU terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**NON-DISCRIMINATION:** VESI agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this MOU, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. VESI further agrees to insert a similar provision in all subcontracts for services allowed under this MOU.

**ADA & DRUG-FREE WORKPLACE REQUIREMENTS:** All provisions of this MOU are subject to the Americans with Disabilities Act (ADA). Further, VESI certifies that it operates a drug-free workplace and, during the term of this MOU, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

**PARTIES; SUBCONTRACTORS; ASSIGNMENT:** References to VESI and the CSC include the parties’ officers, employees, agents, and independent contractors and subcontractors. VESI agrees that no subcontractors shall be utilized in the performance of this MOU without the prior written authorization of CSC. VESI agrees not to assign or transfer any interest, rights, or duties in this MOU to any person, firm, or corporation without prior written consent of CSC.

**RELATIONSHIP OF PARTIES:** No agent, employee, representative, or subcontractor of either party shall be deemed to be an agent, employee, representative, or subcontractor for the other party. Each party will be solely responsible at all times for its acts and the acts of its agents, employees, representative, or subcontractor.

**TERMINATION OF MOU:** So that VESI can maintain the integrity and consistency of their programs, CSC will give VESI a six month advanced notice in writing if CSC should decide to terminate this MOU, and will allow current

registrants for CSC credit to finish their course(s) within normal CSC timelines. Should VESI decide to terminate this MOU, it will afford CSC the same six months advanced written notice.

**UNAVAILABILITY OF FUNDING:** Due to possible future reductions in state and/or federal appropriations, CSC cannot guarantee the continued availability of funding for this MOU beyond the current fiscal year. In the event funds to finance this MOU become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, CSC may terminate the MOU or reduce the consideration by notice in writing to VESI. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. CSC shall be the final authority as to the availability of funds. The effective date of MOU termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, VESI may cancel this MOU as of the effective date of the proposed reduction by written notice to CSC.

**COMPELTE AGREEMENT; GOVERNING LAW; AMENDMENT:** This MOU sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this MOU other than those stated herein. This MOU will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This MOU may be amended at any time in writing upon the agreement and signature of both parties.

**CONFIDENTIALITY:** VESI acknowledges that performance under the terms of this MOU may involve receipt of user data from CSC. VESI will utilize user data from CSC only in the furtherance of this MOU. VESI will notify CSC within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential CSC user data. VESI will reimburse CSC for any and all expenses incurred by CSC as a result of a data breach of VESI's systems.

If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA) VESI agrees and acknowledges that VESI is acting as an officer of CSC for the purposes of this MOU as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: [https://www.nscs.edu/directory\\_record/45/3650\\_student\\_records](https://www.nscs.edu/directory_record/45/3650_student_records)) and will take necessary steps to safeguard the confidential student information.

VESI further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

**AUTHORIZATION & REPORTING:** It is the sole responsibility of CSC to obtain and maintain any and all approvals needed to offer VESI courses for undergraduate and graduate credit. CSC is responsible for any applicable IRS Form 1098-T reporting required by law as it relates to MOU. CSC assumes full responsibility for operating in accordance with existing state and federal laws governing student registrations for credit and reporting.

**NOTICES:** All notices, demands, requests, or other communications required to be given or sent by either party will be in writing and will be mailed by first-class mail or transmitted by facsimile or e-mail addressed as follows:

Virtual Education Software, Inc.  
Attention: Jeanette Nash  
16201 East Indiana Avenue Suite 1450  
Spokane, WA 99216  
Fax: 509-926-7768  
E-mail: [jeanette\\_nash@virtualeduc.com](mailto:jeanette_nash@virtualeduc.com)

Chadron State College  
Attention: Tamara Toomey  
1000 Main St., Crites Hall Rm 225  
Chadron, NE 69337  
Fax: 308-432-6424  
Phone: 1-308-432-6210  
[ttoomey@csc.edu](mailto:ttoomey@csc.edu)

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three days after deposit in the U.S. Mail, postage prepaid; or upon confirmation of successful facsimile transmission.

**NON-EXCLUSIVITY:** This MOU does not imply exclusivity on the part of either party, meaning that VESI may maintain similar working partnerships with other universities and colleges and CSC may maintain working relationships with other providers of continuing education courses/programs. Signatures, where indicated, shall constitute an agreement to terms and conditions between the parties.

**FORCE MAJEURE:** Neither party to this MOU will be liable to the other party for delays in performing the responsibilities, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of government authorities, extraordinary weather conditions or other natural catastrophes, or any other causes beyond the reasonable control of either party.

**SEVERABILITY AND SURVIVAL:** If any one or more of the provisions of this MOU are found to be invalid, illegal, or unenforceable in any way, the validity, legality, and enforceability of the remaining provisions will not be affected.

**GOVERNING LAW:** This MOU shall be governed in all respects, by the laws of the State of Nebraska.

**DESIGNATED CSC REPRESENTATIVE:** The designated CSC representative for purposes of monitoring and oversight of this MOU is: Tamara Toomey, [toomey@csc.edu](mailto:toomey@csc.edu), 308-432-6210.

**PARTY SIGNATURES:**

**Virtual Education Software, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

**Chadron State College**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

**The Board of Trustees of the Nebraska State Colleges**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

# United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

<b>PRINT NAME</b>	<hr/> <p>(first, middle, last)</p>
<b>SIGNATURE</b>	<hr/>
<b>DATE</b>	<hr/>



**ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL**

November 14, 2019

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***ACTION:***                                    **Approve Memorandum of Understanding with Genesee  
Community College for Wayne State College**

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Wayne State requests approval of the Genesee Community College (GCC) Memorandum of Understanding (MOU) which allows GCC international and domestic transfer students to be eligible for the Nebraska Access Program (Board Policy 3401) and continue their education at WSC. This MOU also identifies that GCC and WSC will collaborate in their recruitment efforts when mutually beneficial.

Board Policy 7015 requires Board action for approval of all academic agreements.

The System Office and Wayne State College recommend approval of the Memorandum of Understanding with Genesee Community College for Wayne State College.

**ATTACHMENTS:**

- WSC Genesee Community College MOU - November 2019            (PDF)

**Memorandum of Understanding between  
The Board of Trustees of the Nebraska State Colleges  
doing business as Wayne State College  
and  
Genesee Community College**

This Memorandum of Understanding (MOU) is designed to foster a formal relationship for mutual support, shared resources, and cooperation between THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES doing business as WAYNE STATE COLLEGE (WSC) and GENESEE COMMUNITY COLLEGE (GCC), collectively (Parties), regarding the recruitment and transfer of students.

This MOU sets forth the entire agreement of the Parties and supersedes all previous agreements, prior negotiations, discussions, and proposals.

WSC and GCC have reached agreement on the following areas of cooperation, pertaining to the application process for, and transfer of, students from GCC to WSC:

1. Students fully graduated from GCC with an A.A. or A.S. degree (minimum 2.00 GPA) will have fully met WSC's General Studies requirements, which include English requirements.
2. WSC will, for denied international students and those international students dismissed for academic reasons from its Undergraduate programs, issue a letter informing students of GCC as a viable pathway for continued study.
3. GCC and WSC will help support campus visits and provide information to promote the partnership. WSC will host an on-campus visit day (meals inclusive) for all interested GCC students once per year, as well as visit GCC at least once each fall and spring semester.
4. GCC and WSC will collaborate on recruitment efforts, such as college fairs and high school visits mutually beneficial to both institutions.
5. Students transferring from GCC to WSC, or applying to GCC per item two (2) above, will otherwise be subject to the terms and admissions guidelines for WSC and/or GCC and will be given no additional preferential treatment with respect to the admissions process or scholarships.
6. WSC will be available to assist GCC students with appropriate academic advising related to the student's intended plan of study while at GCC.
7. Nebraska Access Program. GCC students who transfer to WSC are eligible for the Nebraska Access Program. (See Appendix I: Nebraska State College System Policy 3401)

8. Tuition Discount. Eligible GCC students shall be charged a reduced tuition rate equal to the Nebraska resident tuition rate. WSC shall charge GCC students the same rates as the rates charged to other WSC students for non-tuition fees, on-campus housing, and food services. To be eligible for the Nebraska resident tuition rate, GCC applicants must:
- a. Meet all requirements for student admission to WSC as published in the WSC General and Graduate Catalog
  - b. Provide proof of Health Insurance with a USA insurance carrier prior to the first day of class attendance, if an international transfer student
  - c. Meet the current WSC Satisfactory Academic Progress standard for Cumulative Grade Point Average as published on the WSC website at <https://www.wsc.edu/info/20044/financial%20aid/386/staying%20eligible/2>
9. Term and Termination of MOU. The term of the MOU shall be effective on January 1, 2020 and be in effect until either Party wishes to terminate the MOU by written notification signed by the appropriate official of the Party initiating the termination. Such notification must be received by the other Party at least six (6) months prior to the effective termination date.
10. Amendment of MOU. This MOU may be amended at any time by the written agreement of both Parties. Any amendments to this MOU shall be in writing and approved in the same manner as was used to approve this MOU.
11. Indemnification. To the maximum extent permitted by law, each Party agrees to indemnify and defend the other Party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence of such party or any of its employees or agents; provided however, the indemnification shall not apply if such claims, suits, liability, expense or damage is the direct result of the willful misconduct or gross negligence of either Party. In no event shall either party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.
12. The designated representatives of the Parties for the purpose of monitoring and oversight of this MOU are:
- Steven Elliott  
Vice President for Academic Affairs, WSC  
(402) 375-7208; [stelliol@wsc.edu](mailto:stelliol@wsc.edu)
- Shelitha Williams  
Vice President/CDO for Student & Enrollment Services, GCC  
(585) 343-0055 ext. 6537; [swwilliams@genesee.edu](mailto:swwilliams@genesee.edu)

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the day and year first above written.

**WAYNE STATE COLLEGE**

By: \_\_\_\_\_  
Mariusz Rames, President

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

**GENESEE COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Shelitha Williams, Vice President for Student and Enrollment Services

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

**BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES**

By: \_\_\_\_\_  
Paul Turman, Chancellor

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

## Appendix 1

### STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 3401 Nebraska Access Program**

**Page 1 of 1**

#### BOARD POLICY

The Board has authorized a special Nebraska Access tuition rate for qualifying students. This program will be known as the Nebraska Access Program (formerly known as the Non-Resident Scholars Program). The program will be available to qualified non-resident students seeking admission to and continuing enrollment at Chadron, Peru or Wayne State College.

The purpose of this program is to increase access for out-of-state students. The program is intended to increase residence hall occupancy and facility utilization.

Program requirements:

1. Freshmen
  - a. Must score a 22 ACT or 1100 SAT or above, or
  - b. Must be in the upper half of their high school graduating class, or
  - c. Must have a minimum high school cumulative GPA of 3.25 on a 4.0 scale.
  - d. To continue in the program, students are required to maintain eligibility for enrollment.
2. Transfer Students
  - a. All transfer students will be eligible for the program.
  - b. To continue in the program, transfer students are required to maintain eligibility for enrollment.
3. Entering Graduate Students
  - a. Must have a cumulative GPA of 3.5 for all previous work attempted at all colleges attended.
  - b. To continue in the program, graduate students are required to maintain a 3.5 cumulative GPA.
4. International Students
  - a. Freshmen students are eligible under item #1.
  - b. Freshmen students who do not meet eligibility requirements under item #1 will be eligible for the Nebraska Access Program once they have earned a cumulative 2.5 GPA for all coursework attempted at the State College in which they are enrolled or if they reside in on-campus housing and purchase an on-campus (non-commuter) meal plan.
  - c. Transfer students are eligible under item #2.
  - d. Graduate students are eligible under item #3.
  - e. To continue in the program, international students are required to maintain eligibility for enrollment.
5. Academic Partnership Program Students
  - a. All students enrolled in an academic partnership program between one of the State Colleges and another institution will be eligible for the Nebraska Access Program when it is specifically referenced as a component of the agreement.
  - b. To continue in the program, students are required to maintain eligibility for enrollment.

Legal Reference: RRS 85-504 State educational institutions; fees; waiver  
RRS 85-501 State educational institutions; non-resident fees

Policy Adopted:	1/28/77	Policy Revised:	4/9/02	Policy Revised:	6/19/18
Policy Revised:	2/7/83	Policy Revised:	9/17/04	Policy Revised:	6/18/19
Policy Revised:	10/16/86	Policy Revised:	6/6/08		
Policy Revised:	6/5/93	Policy Revised:	6/2/11		
Policy Revised:	3/11/94	Policy Revised:	9/9/16		
Policy Revised:	11/13/01	Policy Revised:	11/17/17		



## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 3000 Admission Requirements; Undergraduate; General**

**Page 1 of 3**

### BOARD POLICY

1. The Board shall make such rules and regulations for the admission of students to the Colleges as may seem to be best for the interest of the Colleges and not inconsistent with the purpose for which they have been established.
2. The Colleges shall admit as students those persons who have graduated from an accredited high school in Nebraska, or who present evidence of the achievement of an equivalent academic level to that of high school graduation, or evidence of eligibility for admission on the basis of special merit.
  - a. Achievement equivalent to a high school diploma may be demonstrated in the form of a High School Equivalency Certificate based on the General Educational Development examination, or an acceptable ACT or SAT score as determined by the individual College.
  - b. Each College shall assure that the process of admission on the basis of special merit will make provisions for a variety of circumstances, including allowance for special consideration to be given to non-traditional students who present evidence of being able to succeed, as well as returning adult students, students educated at home schools, and students who can provide evidence of special talents such as creative artists or those with unique educational experience or career achievements.
  - c. No one shall be denied admission to or continuance in any College on the basis of any individual characteristics other than qualifications for admission, academic performance and conduct in accord with State College policies, rules and laws applicable to student conduct.
3. The Colleges may admit as students those persons who are not residents of the State of Nebraska, provided that such non-residents meet the minimum standards applied to the Nebraska resident students, and that the Colleges have the necessary facilities and staff to accommodate such non-resident students.
4. The Colleges may admit as students those persons previously in attendance at a community college, college or university subject to the provisions in Board Policy 4430.
  - a. The transferring student must meet all the minimum requirements of either a resident or non-resident student, as the case may be.

### PROCEDURE

1. Each College may establish a cut-off date for the submission of complete credentials for admission, and any applicant who does not submit a complete application by that date may be required to delay entrance until a subsequent semester.
2. Pursuant to Board Policies 3100 and 3200, any College may deny or condition admission, readmission, or continuing enrollment of any individual who, in the judgment of the College, presents an unreasonable risk to the safety and welfare of the College and persons thereon.



## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3000 Admission Requirements; Undergraduate; General

Page 2 of 3

3. Except as provided in Procedures a and b below, all entering students must show a valid immunization record for measles, mumps, and rubella (MMR). Prior to their first day of attendance in classes, applicants from foreign countries also are required to present a record of a TB skin test (Mantoux) or FDA-approved IGRA blood test (Quantiferon Gold or T-spot TB) completed within six (6) months prior to their first enrollment in addition to the above required record of immunization. If either of the tests is positive, a chest X-ray is required. The cost of the X-ray is borne by the student. If a student lives in a country which does not offer the TB tests, the student must undergo testing upon arrival at the College.

It is recommended that first year students living in College housing receive a meningococcal vaccination, but it is not required.

- a. A person qualifies for a medical exemption from the requirement to show proof of immunization when the person files a bona fide statement signed by a physician licensed to practice medicine within the United States verifying that the physical condition of the person seeking admission makes the required immunization unsafe and indicating the specific nature and probable duration of the condition. The exemption shall not extend beyond the period of the condition, which contraindicates immunization. A person qualifying for this exemption must sign a waiver form provided by the College stating that, if an outbreak of measles or rubella occurs at the College or surrounding community, the person may be subject to exclusion from the campus and College related activities during the outbreak period.
  - b. A person qualifies for a religious exemption when the person files a notarized affidavit on an approved form that immunization is contrary to the religious tenets and practices of the signer. A person qualifying for this exemption must sign a waiver form provided by the college stating that, if an outbreak of measles or rubella occurs at the College or surrounding community, the person may be subject to exclusion from the campus and College related activities during the outbreak period.
  - c. A person qualifies for an exemption from the requirement to show proof of immunization when enrolled only in off-campus courses or courses offered off-campus by distance learning technology. This exemption will be revoked if, at any time, the student enrolls in on-campus courses. At that time, the student will be required to show proof of immunization during the first semester the student is enrolled on-campus.
  - d. According to guidelines established by the Center for Disease Control and Prevention, a person born before 1957 need not submit proof of immunization for measles, mumps or rubella.
4. All first-time entering, first-year undergraduate students are encouraged to take the ACT or SAT and submit the results to the College to be used for academic planning and counseling purposes.
5. Except as provided below, the State Colleges shall require applicants whose first language is not English, to present evidence of proficiency in the use of the English language. Evidence of proficiency may be established by ~~meeting the minimum scores established by each State College for either the (1) a minimum Test of English as a Foreign Language (TOEFL) exam or score of 550 for the paper based test with no section score lower than 56 points; or, (2) a minimum score of 79 for the internet based test; or, (3) a minimum score of 213 for the computer based test with no section score lower than 22 points.~~

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3000 Admission Requirements; Undergraduate; General

Page 3 of 3

~~Evidence of proficiency may be established with a minimum score of 6.5 on~~ the International English Testing System (IELTS) ~~exam in place of the TOEFL test~~. Evidence of proficiency may also be determined by the appropriate college administrator on a case by case basis or through partnership agreements with non-English institutions.

- a. International applicants who have completed a minimum of six (6) credit hours of English composition with a “C” or better from an accredited American higher education institution; or, who provide evidence of successful completion of a recognized intensive English program are exempt from the requirement to provide evidence of English language proficiency.
- b. Academically qualified international applicants may be considered for conditional acceptance as degree-seeking students if they are enrolled in a recognized intensive English language program. Upon satisfactory completion of the program, and assuming all other admission requirements are met, they may be considered eligible for full admission as degree-seeking students to the College.

Legal Reference: RRS 85-310

State Colleges; students; admission

Policy Adopted: 1/28/77  
 Policy Revised: 6/5/93  
 Policy Revised: 4/9/02  
 Policy Revised: 3/28/08  
 Policy Revised: 4/17/09  
 Policy Revised: 3/25/11  
 Policy Revised: 9/9/11  
 Policy Revised: 2/22/12  
 Policy Revised: 6/15/12  
 Policy Revised: 11/7/14  
 Policy Revised: 3/26/15  
Policy Revised:

**ITEMS FOR DISCUSSION AND ACTION\STUDENT AFFAIRS, MARKETING, AND ENROLLMENT**

November 14, 2019

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**ACTION:** **First and Final Round Approval of Revisions to Board Policy 3300; Student Organizations; Conduct and Discipline**

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Board Policy 3300 is being revised to clarify the role and authority of the Student Senates in the student organization recognition process; to eliminate the requirement that an advisor accompany student organizations on all overnight travel; and to clarify the process for the review and execution of student organization contracts.

The System Office recommends approval of the Revisions to Board Policy 3300; Student Organizations; Conduct and Discipline.

**ATTACHMENTS:**

- Revisions to Board Policy 3300 (PDF)

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 3300 Student Organizations;  
Conduct & Discipline**

**Page 1 of 5**

### BOARD POLICY

Students should be encouraged to participate in student government and other student organizations. A student organization is defined as a group of students joined together in pursuit of a common purpose, guided by a constitution or charter and officially recognized by the College pursuant to this policy. Student organizations are distinct and separate entities from the Colleges.

Each of the Colleges shall have structured student organizations, including an organized student government, which shall be the principal entity for student participation in the decision-making process of the College. The Vice President responsible for Student Affairs will exercise authority over the conduct of all student organizations, including fraternities and sororities.

All student organizations shall comply with all applicable state and federal laws and regulations, Board policies and College rules with respect to the operation, activities, and membership of the organizations.

Only student organizations officially recognized by the College shall have the opportunity to access to student activities fees with the approval of the Student Senate, and at the College's discretion, access to College resources at a free or reduced rate as set forth herein. Student groups not recognized by the College as student organizations under this policy are subject to the same policies and procedures applicable to any other outside community member.

Each College shall have a written process for the recognition and discipline of student organizations consistent with this Policy.

In order for a student organization to be recognized by the College it shall have a minimum number of student members as established by the College; an advisor who is an employee of the College; and a charter agreement and/or constitution that is approved by ~~the Student Senate and~~ the Vice President responsible for Student Affairs. The organization shall provide to the College a copy of the charter agreement and/or constitution; a list of student officers; and written acknowledgement that the student officers have read and understand Board Policies 3100 and 3300. The Student Senate shall have an opportunity to review charter agreements and constitutions of all student organizations seeking College recognition and make recommendations to the Vice President responsible for Student Affairs. In the event the decision of the Vice President responsible for Student Affairs regarding a student organization's charter agreement and/or constitution is contrary to the recommendation of the Student Senate, the Student Senate may appeal the decision to the President.

In order to remain in good standing, each recognized student organization shall submit to the Vice President responsible for Student Affairs or his/her designee an annual registration on or before October 15<sup>th</sup> containing information required by the College, including, but not limited to, the following information:

- 1) A list of current officers;
- 2) Total number of members as of October 1<sup>st</sup>; and
- 3) The current copy of its charter agreement and/or constitution or a certification that the copy on file is current.

A copy of the prior year's registration shall be provided to the Student Senate by the Vice President responsible for Student Affairs or his/her designee.

Annually the College shall provide the following to the officers and advisor for each recognized student organization:

- 1) A copy of Board Policies 3300, 3100 and any other relevant policies;
- 2) Applicable College rules, procedures, and forms; and
- 3) Recommended practices regarding cash handling, accountability, and record keeping.

The Student Senate may establish requirements for student organizations as a condition of eligibility to receive student activity fees, so long as the requirements are consistent with Board Policies. The Student Senate may request that the College revoke recognition of a student organization for failing to comply with established requirements and/or Board Policies.

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

### POLICY: 3300 Student Organizations; Conduct & Discipline

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#### Constitution/Charter Agreement

All new charter agreements and/or constitutions and any revisions to existing charter agreements and/or constitutions must be approved by the Vice President responsible for Student Affairs. Charter agreements and/or constitutions for recognized student organizations must comply with all applicable state and federal laws and regulations, Board policies and College rules, including the College's non-discrimination policy. The charter agreement and/or constitution of an organization must affirmatively state that membership in the organizations is open and the organization will not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, religion, or age. An organization exempt under Title IX may maintain its single-gender membership and may modify the non-discrimination statement in its charter and/or constitution to reflect its exempt status.

#### Advisors

Each recognized student organization shall have an advisor who is an employee of the College.

Advisors may be assigned by the College to assist a particular recognized student organization; or, advisors may work with the recognized student organization in a volunteer capacity as service to the College, community, and profession, if approved as a volunteer by the Vice President responsible for Student Affairs. Advisors are presumed to be working within the course and scope of their employment when performing the duties of an advisor, regardless of whether they are working in a volunteer capacity.

The role of an advisor is to communicate with, guide, and assist the organization; attend organization meetings, events, and fundraisers; be knowledgeable of all policies that may impact the organization; and monitor compliance with Board and College policies and budgetary/financial guidelines established by the College and student government.

An advisor is not required to accompany a student organization while traveling. However, a student organization may request that an advisor accompany the student organization when traveling. -A student organization may also be required by the Vice President responsible for Student Affairs to be accompanied by an advisor when traveling, if warranted by individual circumstances. All student organizations must be accompanied by an advisor when traveling if such travel will involve an overnight stay. All travel by an advisor must be approved pursuant to established Board and College rules and procedures.

#### Funding

Student organizations may receive funds from the following sources:

- Student activity fees in an amount to be determined by the Student Senate of the College; and
- Donations from individuals, businesses, or other entities and proceeds from fundraising activities conducted in compliance with this policy.

Student organizations shall not receive any College or Foundation funds.

Nothing herein shall prohibit the College from working with student organizations to co-sponsor activities or events for students. Travel expenses for advisors traveling with student organizations may be paid by the College or by the student organization. Reimbursement of expenses cannot be made directly to the advisor from the student organization. All travel expenses for advisors must be done through normal College procedures.

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

POLICY: 3300 Student Organizations;  
Conduct & Discipline

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College Resources

College resources may be available to recognized student organizations at a free or reduced rate at the discretion of the College including, but not limited to, copiers, computers, mail, email, postal services, building use, and state cars. College resources shall only be made available to the recognized student organization, if the organization has available allocations to cover the applicable resource cost from the Student Activity Fees, which are in the College accounts, or outside bank accounts. Use of any College resources must be in accordance with College policies. Such College resources shall not include the use of College or Foundation funds.

Contracts

All student organizations wishing to enter into agreements or contracts with persons, corporations or organizations, external to the College community, must have approval by the College Vice President for Administration and Finance, or his or her designee, prior to entering into such an agreement or contract in order to ensure that (a) the contract does not create inappropriate or unanticipated liability for the College and the Board of Trustees; (b) if the student organization intends to utilize its student activity fees, the use of the fees is appropriate and sufficient funds exist to cover the cost of the contract, and if the contract includes the utilization of College facilities and/or resources, that the student organization has complied with all requirements for the use of such facilities and/or resources. The appropriate student organization officer shall sign contracts on behalf of the student organization. The College shall not sign contracts on behalf of student organizations. However, ~~C~~contracts that include the utilization of College facilities and/or other resources of the Colleges for an event must be approved in advance and also be signed by the College President or Vice President for Administration and Finance.

Finances

All student organizations are responsible for maintaining their own bank accounts outside of the College and College Foundation for funds from student organization fundraising or other activities. No College or Foundation tax identification numbers shall be used on these accounts. Student organization funds held in such accounts do not belong to the College or Foundation and an accounting for those funds will not be included as part of the College's or Foundation's audit. Student organizations are financially and legally responsible for deposits to and expenditures from their accounts.

College employees including, but not limited to, student organization advisors may not be signatories on student organization bank accounts.

Fundraising Activities

Student organizations may wish to collect money through fundraising activities to support their activities and functions. For purposes of this policy, fundraising is defined as collecting money through donations, sales, and/or event programming for the purposes of budget enhancement.

Only recognized student organizations may conduct fundraising on campus. Permission for conducting fundraising activities must be obtained in advance by completing the required College form and obtaining necessary College approvals.

The purpose of the funds that will be raised must be consistent with the Code of Conduct and other applicable policies of the College and all activities associated with the fundraising must be in compliance with applicable federal, state, and local rules and regulations.

The Board acknowledges that this policy may not anticipate every possible issue that may arise with respect to fundraising activities. As a result, the Colleges have the right to impose reasonable restrictions and/or requirements with respect to the time, place and manner of fundraising activities.

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 3300 Student Organizations;  
Conduct & Discipline**

**Page 4 of 5**

### Insurance

The Board of Trustees' insurance coverage for each College does not extend to student organizations. Student organizations should conduct business with that understanding and must accurately represent their insurance status to organization members and outside entities.

Student organizations are allowed to independently seek insurance coverage for the benefit for their members.

### Student Organization Misconduct

Student organization misconduct which may rise to sanctions includes:

- 1) Failure to comply with applicable state laws and regulations, federal laws and regulations, Board policies and/or College rules;
- 2) Engaging in conduct which constitutes student misconduct as outlined in Board Policy 3100; or
- 3) Creating, supporting, or fostering an environment which allows, encourages, or otherwise contributes to student misconduct as outlined in Board Policy 3100.

Reports of any student organization misconduct should be referred to the Vice President responsible for Student Affairs. When the Vice President responsible for Student Affairs receives a verbal or written report or otherwise becomes aware of a student organization's alleged misconduct, the Vice President responsible for Student Affairs or his/her designee will conduct an investigation. Student organizations are encouraged to self-report misconduct and take affirmative steps to address misconduct. Nothing herein shall prevent the Vice President responsible for Student Affairs from conducting an initial inquiry to determine whether sufficient information exists to warrant an investigation. Allegations of sex harassment or sexual violence shall be addressed as described in Board Policy 3200; Sexual Violence or Sexual Harassment, Reporting, Policies and Procedures.

### Investigation and Discipline

In conducting the investigation, the Vice President responsible for Student Affairs or his/her designee shall:

- 1) Notify the College President of the allegations;
- 2) Notify the leadership of the student organization and the national organization, if any, in writing of the general nature of the alleged misconduct and that an investigation will be conducted;
- 3) Interview student organization leadership, witnesses, and any individuals involved in the conduct at issue; and
- 4) Collect any physical evidence available, including, but not limited to, photos, video or documents.

The student organization leadership may admit the alleged misconduct and voluntarily subject itself to the discipline of the Vice President responsible for Student Affairs.

Upon completion of the investigation, the Vice President responsible for Student Affairs will review the information regarding the alleged misconduct. In determining whether or not misconduct has occurred, the Vice President responsible for Student Affairs will use the preponderance of evidence standard of proof. A preponderance of evidence means that it is more likely than not that misconduct occurred.

Upon completion of his or her review, the Vice President responsible for Student Affairs shall issue a finding that:

- 1) The alleged misconduct is not substantiated and no further action is necessary; or
- 2) The alleged misconduct is substantiated and sanctions will be levied against the student organization.



## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

### **POLICY: 3300 Student Organizations; Conduct & Discipline**

Page 5 of 5

If the misconduct is found to be substantiated, the Vice President responsible for Student Affairs shall determine the appropriate sanction to be levied against the organization. In determining the appropriate sanction, the Vice President responsible for Student Affairs should consider the nature and severity of the misconduct; whether the student organization self-reported the misconduct; the willingness of the student organization to take responsibility for the misconduct; the level of cooperation received from the student organization in the investigation; and any other relevant facts.

The Vice President responsible for Student Affairs shall notify the College President, the leadership of the student organization, and the national organization, if any, of his or her findings in writing. If the misconduct is found to be substantiated, the notice shall include the sanctions to be levied against the organization and the student organization's right to appeal the decision to the College President.

If it is determined that the organization's recognition is revoked, the notice shall state a specific period of time that must lapse before the organization can reapply for recognition and what actions must be taken prior to its application.

Action taken against the student organization does not preclude the College from taking disciplinary action against individual students pursuant to Board Policy 3100.

#### Appeal

A student organization may appeal a finding of misconduct and/or the sanctions imposed by the Vice President responsible for Student Affairs by submitting a written request for review including the grounds for the request to the College President within ten (10) days of the date of the decision. The request for review must be based upon one or more of the following grounds:

- 1) The Vice President responsible for Student Affairs did not follow proper policy and procedure in conducting the investigation and rendering his or her decision;
- 2) The sanction is excessive;
- 3) The evidence does not support the decision; or
- 4) Substantive new information is available that was not available to the Vice President responsible for Student Affairs at the time of the investigation.

Should the leadership of the student organization appeal, the decision of the Vice President responsible for Student Affairs will remain in effect until the appeal is acted upon by the College President. The decision of the College President is final.

#### Reinstatement from Probation or Suspension and/or Loss of Recognition

An organization may apply to the Vice President responsible for Student Affairs for reinstatement from probation or suspension and/or loss of recognition after the organization has taken steps to correct any action(s) that contributed to the probation, suspension and/or loss of recognition. The organization must demonstrate that it has satisfied all terms of the disciplinary sanctions imposed upon it.

The Vice President responsible for Student Affairs may grant full reinstatement or recognition, deny reinstatement or recognition, or grant conditional reinstatement or recognition. The Vice President responsible for Student Affairs shall notify the leadership of the student organization, the College advisor, the College President, and the national organization, if any, in writing of his or her decision and the basis for any denial.

Policy Adopted: 6/5/93  
 Policy Revised: 3/25/11  
 Policy Revised: 6/15/12  
 Policy Revised: 3/15/13  
 Policy Revised: 6/10/16  
 Policy Revised: 11/17/17

Policy Revised:



## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 3650 Student Records**

**Page 1 of 3**

### BOARD POLICY

The Family Educational Rights and Privacy Act (FERPA) protects the privacy of student records. The Act provides for a student's right to review education records, the right to seek to amend those education records, and to limit certain disclosures of information from education records.

Education records means records that are directly related to a student and are maintained by the College or a party acting for the College.

Education records do not include the following:

- Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record,
- Records of the security department of the College, subject to the provisions of 34 CFR§99.8.
- Records relating to an individual who is employed by an educational agency or institution, that:
  - (a) Are made and maintained in the normal course of business;
  - (b) Relate exclusively to the individual in that individual's capacity as an employee; and
  - (c) Are not available for use for any other purpose.

*Note: records relating to a student who is employed as a result of his or her status as a student are education records.*

- Records on a student that are:
  - (a) Made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity;
  - (b) Made, maintained, or used only in connection with treatment of the student; and
  - (c) Disclosed only to individuals providing the treatment. "Treatment" does not include remedial educational activities or activities that are part of the program of instruction at the College.
- Records created or received by the College after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student.
- Grades on peer-graded papers before they are collected and recorded by a faculty member.

### **Right to Review Education Records**

With certain exceptions, a student has a right to review records which are directly related to him/her and are maintained by the College. A student request to see his/her file is to be sent to the office which maintains the file and will be honored within forty-five (45) days. Students must pay for the cost to make copies of any records. Parents of dependent students have the right to review information about their children, such as grades, bills, and other information without having to gain students' consent as long as dependency is documented to the College.

### **Releasing Information Pursuant to Student Consent**

Except as authorized by this policy, non-directory information (as defined below) will be released only upon the written request of the student.

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 3650 Student Records**

**Page 2 of 3**

When information is released from a student's file pursuant to the student's written consent, the consent document, the reason(s) for the release, and the name of the recipient of the release must be attached to the copy of the data released, which is kept in the file. The recommendation or data released must include a statement that the information is not to be released to anyone else without the student's written consent.

### **Releasing Information Without Student Consent**

Colleges may, upon written request, release non-directory personally identifiable education records without student consent in accordance with FERPA and federal regulations. A record of such releases to third parties must be maintained by the College. No consent from the student is required for the release of, or access to, an education record or personally identifiable information under the following circumstances:

- a) By school officials who have a legitimate educational interest. School officials include a person employed by the College in an administrative, supervisory, academic, research, or support staff position (including law enforcement unit personnel and health center staff); a person serving on a board or committee; or a student serving on an official committee, such as a disciplinary or grievance committee. A school official also may include a volunteer or contractor outside of the College who performs an institutional service or function for which the College would otherwise use its own employees and who is under the direct control of the School with respect to the use and maintenance of information from education records, such as an attorney, auditor, or collection agent or a student volunteering to assist another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review a record in order to fulfill his or her professional responsibilities for the College. This includes, but is not limited to, performing an administrative task outlined in that official's duties; performing a supervisory or instructional task directly related to a student or the College; or performing a service or benefit for the student or the College such as health care, job placement, security, residential services, the acquisition of learning materials or student financial aid.
- b) In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.
- c) To organizations conducting studies for, or on behalf of, the College, in order to: (i) develop, validate, or administer predictive tests; (ii) administer student aid programs; or (iii) improve instruction.
- d) To accrediting organizations to carry out their accrediting functions.
- e) To parents of a student if the student is a dependent for IRS tax purposes.
- f) To comply with a judicial order or lawfully issued subpoena.
- g) To appropriate officials in connection with a health or safety emergency if knowledge of the information is necessary to protect the health or safety of students or other persons.
- h) To the victim and/or the general public the final result of a campus disciplinary proceeding involving a violent crime or non-forcible sex offense where the accused was found to have violated College rules or policies.

## STUDENT AFFAIRS, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 3650 Student Records**

**Page 3 of 3**

- i) To an official of another school, school system, or institution of higher education in which a student seeks or intends to enroll. Colleges shall provide access to education records of students who apply for admission and/or transfer within the NSCS whenever such records are requested by another NSCS College without obtaining student consent for such a release.
- j) Directory information, as described below.
- k) Other disclosures not listed above as permitted by FERPA and other applicable laws.

### Directory Information

Colleges may disclose directory information relating to a student without violating FERPA, unless a student has restricted the disclosure of his/her directory information in the Student Information System. Directory information consists of:

- *Student's name*
- ~~*Permanent Address (local, permanent, and electronic mail): limited to the identification of city, state and country*~~
- *Telephone numbers*
- *Participation in officially recognized activities and sports*
- *Weight, height and photographs of athletic team members*
- *Degrees, honors, and awards received*
- *Major field of study*
- *Dates of attendance (only beginning and end dates of semesters)*
- *Year in school*
- ~~*Enrollment status (full/part-time)*~~
- ~~*Date of graduation*~~
- ~~*The most recent previous educational agency or institution attended*~~

~~*The most recent previous educational agency or institution attended*~~

### Filing Complaints

Persons wishing to file complaints regarding this policy or its implementation may do so with the U.S. Department of Education. See the Vice President for Student Affairs for further information regarding such matters.

Legal Reference: 20 USC 1232g  
 RRS 43-2101 Persons declared minors; marriage, effect  
 RRS 84-712.05 (1) Records which may be withheld from public  
 The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)

Policy Adopted: 1/28/77  
 Policy Revised: 8/9/80  
 Policy Revised: 6/5/93  
 Policy Revised: 5/21/01  
 Policy Revised: 3/31/06  
 Policy Revised: 9/10/10  
 Policy Effective: 7/1/12 Approved: 1/18/12  
 Policy Revised: 4/25/14  
 Policy Revised: 6/18/15 Effective Date: 7/1/15  
 Policy Revised: 6/16/17 Effective Date: 7/1/17

Policy Revised:

Attachment: Revisions to Board Policy 3650 (2609 : Revisions to Board Policy 3650; Student Records)

## ITEMS FOR DISCUSSION AND ACTION STUDENT AFFAIRS, MARKETING, AND ENROLLMENT

November 14, 2019

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**ACTION:** **Approve New Athletics Programs at Peru State College**

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Per Board Policy 3710, Peru State requests approval of four new athletics programs (Dance, Women's Bowling, Men's Bowling, and Men's Cross Country) to be offered for the 2020-21 academic year. Many students choose Peru State to become involved in teams, clubs and other organizations. They want to train and improve, compete, volunteer and engage in our communities. These additions provide more opportunities for students and are part of a comprehensive enrollment growth strategy. This strategic enrollment management decision was made after a thorough review of the College's resources and needs. The new athletic programs are planned to continue the growth of on-campus opportunities.

### Background

Strong enrollment growth strategies are imperative in the current higher education environment for institutions. Peru State has undergone a 2-year, thorough Strategic Enrollment Management (SEM) planning process to develop ongoing strategies to increase enrollment on campus. This planning process has been co-led by our Vice President for Academic Affairs and Vice President for Student Affairs and Enrollment Management. Key members of the planning team have been our Director of Athletics, Vice President of Administration and Finance, Executive Director of Budget and Planning and members of the faculty and staff. The plans presented underwent an extensive review of all of the variables necessary to implement the programs, and have been vetted at length with the members of our Athletic Department as well as our faculty and staff. They have the support of the College community.

Early in the SEM process AD Albury shared a vision for a quality student athlete experience that was readily supported by the planning team and the College community. With this vision the College committed to providing a complete experience for each student athlete in the programs implemented. This included full JV schedules, uniforms, adequate operating budgets to support travel, and an investment by coaches in each student athlete, similar to the investment made in varsity athletes. This does not always happen in other small college environments that implement JV sports or secondary sports.

Based on this work the College implemented 5 initiatives (Competitive Cheer, JV baseball, JV softball, Women's JV basketball and Men's JV basketball) this past year. These efforts were very successful (70 freshmen, 15 transfer students) resulting in Peru State College's largest freshmen class in 30 years, with residence hall occupancy and food service also experiencing strong growth.

Below are projected enrollments for each of the initiatives:

**Year 2 SEM Initiatives**

<b>Initiative</b>	<b>Potential Enrollments Year 1</b>
Bowling (Women)	15
Bowling (Men)	15
Cross Country (Men)	15
Dance (Women)	15
JV Volleyball (Women)	15
<b>Total</b>	<b>75</b>

The System Office and Peru State College recommend approval of the New Athletics Programs at Peru State College.



**ITEMS FOR DISCUSSION AND ACTION FISCAL, FACILITIES AND AUDIT**

November 14, 2019

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***ACTION:***                                **Approve Information Security Program and First and Final Round Approval of New Board Policy 7003; Information Security Program and Revisions to Board Policy 5008; Employee Use of System Computers; Revisions to Board Policy 7004; Federal Personal Information Security Programs; Revisions to Board Policy 8064; Capital Construction and Information Technology (IT); Bids**

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The System Office, Chadron State, Peru State, and Wayne State Colleges request approval of a newly developed system-wide Information Security Program (ISP). The NSCS ISP consists of a comprehensive set of cyber security policies and standards that will encourage standardization in IT practices and procedures across all three Colleges. New Board Policy 7003 establishes the NSCS ISP, and includes the creation of sixteen cyber Standards. In addition, revisions to existing Board Policies 5008, 7004, and 8064, are necessary to bring them up to date with the new NSCS ISP.

In 2018, the three State Colleges and the System Office, with assistance from a cyber-security consultant, completed a risk assessment of NSCS IT systems. The top recommendation of the risk assessment was to develop a set of comprehensive, system-wide NSCS IT security policies to drive standardization and reduce the level of effort required to create and maintain documentation. Not only does a set of IT policies and standards guide the NSCS toward safer and more secure IT systems and practices, but it also assists with eventually meeting the requirements of the Gramm-Leach-Bliley Act (GLBA), a Federal law that applies to post-secondary institutions.

The System Office recommends approval of the Information Security Program; Board Policy 7003 & Revisions to Board Policies 5008, 7004 and 8064.

**ATTACHMENTS:**

- Board Policy 7003 (PDF)
- Revisions to Board Policy 5008 (PDF)
- Revisions to Board Policy 7004 (PDF)
- Revisions to Board Policy 8064 (DOCX)
- ISP - Standards (PDF)

**BUSINESS MANAGEMENT, NEBRASKA STATE COLLEGE SYSTEM****POLICY: 7003 Information Security Program****Page 1 of 1****BOARD POLICY****Information Security Program (ISP)**

The Board recognizes the importance of information security. The following shall constitute Board policy concerning information security.

Each College and the System Office will have an Information Security Program (ISP) which ensures availability, confidentiality and integrity of NSCS Technology Resources. Collectively, these programs will constitute the Information Security Program (ISP) for the NSCS, and this NSCS ISP shall satisfy the Gramm-Leach-Bliley Act (GLBA) requirements for non-public financial data.

The ISP will comply and align with other NSCS policies and shall be based on the Information Security Standards identified in this Policy.

Each President shall designate an individual responsible for each College ISP. The Vice Chancellor for Facilities and Information Technology shall be the individual responsible for the System Office ISP and shall serve as the System Office Information Security Officer (SOISO).

The SOISO shall coordinate with each President's designee to review the NSCS ISP no less frequently than annually, and to update as necessary.

To protect all Technology Resources of the NSCS, this Policy and NSCS ISP applies to all faculty, staff, students, visitors, vendors and contractors, and to all systems that access, store or transmit NSCS data.

In all Standards, the principles of least privilege, least functionality, and defense in depth, shall be applied.

**Information Security Program Standards**

Each College and the System Office shall implement and apply the following NSCS ISP Standards:

- Standard 1: Definitions and Related Law, Policy and References
- Standard 2: Responsibilities, Enforcement and Exceptions
- Standard 3: Security Training and Awareness
- Standard 4: Information Protection
- Standard 5: Acceptable Use Policy
- Standard 6: Computer and Network Security
- Standard 7: Configuration and Change Management
- Standard 8: Email
- Standard 9: Physical Security
- Standard 10: Technology Resources Acquisition
- Standard 11: Payment Card Data Protection
- Standard 12: HIPAA Security Rules and the HITECH Act
- Standard 13: Cloud Computing
- Standard 14: Information Systems Security Risk Management
- Standard 15: Bring Your Own Device (BYOD)
- Standard 16: Incident Management

Policy Adopted: \_\_\_\_\_

## PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 5008 Employee Use of System ~~Computers~~ Technology Resources**

**Page 1 of 23**

~~The Board of Trustees encourages employee use of computing and telecommunications technology in the performance of job duties in the System, especially in those areas involving teaching, instruction, research and public service. Board Policy 5008 references Board Policy 7003; NSCS Information Security Program, including the Security Standards defined by Board Policy 7003. Term definitions in Board Policy 5008 may be found in Standard 1, located here (URL-TBD).~~

~~Computing Technology Resources, facilities and contracted services~~ provided by the Colleges ~~and the System Office~~ are the property of the Nebraska State Colleges System (NSCS) and are to be used for the sharing of knowledge, ~~the creative process, and~~ collaborative efforts, and completion of job duties within the ~~Colleges' NSCS~~ educational, research and public service missions.

~~The NSCS reserves the right to inspect any NSCS Technology Resource without advance notice to or specific permission from any employee, for any legitimate business purpose.~~

The requirements in this ~~p~~Policy are to be followed by all ~~users of all~~employees utilizing State College Networks:

~~The provisions expressed in this policy also apply to~~ including all users of any other networks that are accessed through an NSCS connection. Employees must comply with the NSCS Acceptable Use Policy (AUP) prior to gaining access to NSCS Technology Resources. The NSCS AUP is located in Standard 5, which may be found here (URL-TBD). The requirements found therein apply to all persons accessing or using NSCS Technology Resources, including NSCS students, employees, and authorized contractors and guests. Individuals that violate the NSCS AUP may be subject to denial of access and disciplinary action.

Acceptance of any credentials (i.e. username/password, ID card or token, PIN, etc.) that provides access to ~~computing NSCS Technology Resources, facilities, contracted services and/or to NSCS information systems~~ shall constitute an agreement on behalf of the user or any other individual accessing such information to abide and be bound by the provisions of this ~~p~~Policy and the NSCS AUP. Access to NSCS ~~information systems~~ Technology Resources is a privilege, not a right. Every user is to be responsible for the integrity of the system, respect for the rights of other users, the integrity of the physical facilities and controls, and all pertinent license and contractual agreements related to ~~the college~~NSCS systems.

Employees shall make reasonable efforts to safeguard their credentials. No employee may allow unauthorized persons ~~to access to College or System data, computing or network~~Technology ~~Resources, facilities, and contracted services by sharing their credentials,~~ except in cases necessary to facilitate computer maintenance and repairs. When any employee terminates his or her employment ~~relationship or employment~~ with the College or System Office, his or her credentials shall be denied further access to ~~computing Technology Resources, facilities, and contracted services~~ unless otherwise determined by the ~~College~~ ~~p~~President or Chancellor.

~~The Colleges and System Office are to make reasonable efforts to safeguard their computing resources, facilities, and contracted services through continuous improvement of both privacy and security of personal and institutional information and networks by implementing effective security practices and by creating a climate in which all users accept responsibility for protecting computing and information systems.~~

~~The use of electronic media and software provided for employee use by the Nebraska State College System are to be used for College or System related purposes. Use of computers, software, or other College or System equipment~~ Technology Resources for personal or commercial financial gain, for private business or commercial use, or for personal political or lobbying activities ~~is~~ are prohibited.

## PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 5008 Employee Use of System ~~Computers~~ Technology Resources**

Page 2 of 23

~~Use of College or System information systems, including computing resources, facilities, and contracted services is to be for college-related purposes.~~ Limited personal use of College or System ~~information systems~~ Technology Resources is permitted so long as such usage conforms with ~~p~~Policy, does not interfere with operations including, ~~but not limited to~~, security of the system, network response time, or a user's performance of duties as an employee, and does not result in additional costs or inefficiencies to the College or System.

All users of College or System ~~electronic equipment and facilities~~ Technology Resources are expected to respect the privacy of other users and their data in accordance to the NSCS AUP, and to respect the legal protection of programs, publications and data provided by copyright and licensing laws ~~to programs and data~~. All relevant laws and regulations, including public records laws, federal copyright laws, and federal privacy laws such as the Family Educational Rights to Privacy Act (FERPA) are to be respected by users. Downloading, distributing and/or displaying any copyrighted material without permission of the copyright owner is strictly prohibited.

~~To maintain the network, College or System technical personnel will routinely delete malware and other destructive and unrequested intrusions into information systems (viruses, spyware, etc.) as they are detected.~~

~~Refusal to comply with these provisions and any other Federal, State or local laws that govern any aspects of computer and telecommunications use may result in denial of access to College or System Office information systems or other disciplinary action including suspension or termination of employment. The College or System Office may restrict or prohibit the use of its information systems in response to complaints presenting evidence of violations of College or System Office policies or state or Federal laws.~~

~~Users~~ Consistent with the NSCS AUP, employees are also expected to respect the integrity of ~~computing systems~~ Technology Resources and shall not intentionally execute programs that harass other users or infiltrate ~~a computer or computing systems~~ and/or damage or alter data ~~or the software components of a computer or computing system~~.

~~To prevent software viruses from infecting College or System Office computers and associated networks and to ensure network integrity and security, and to minimize unnecessary support incidents, it is the policy of the Board that only hardware and software approved in accordance with College or System Office procedures is to be installed on College or System Office computers. An employee with College or System Office provided computer training, which shall be available on a regular basis, and who can demonstrate a need to load such hardware or software is required to make advanced written request to the computing center or appropriate person designated by the College or System Office, produce proof of license for any software wishing to be installed, and to seek approval from the College or System Office, as appropriate, prior to the loading of such hardware or software. To preserve the integrity and security of NSCS Technology Resources, NSCS employees purchasing information technology products and services must first consult with the College CIO, or the System Office. Refer to Board Policy 8064, and to Standard 10: Technology Resources Acquisition, in Board Policy 7003.~~

~~The College or System Office, as appropriate, reserves the right to inspect all electronic files, e-mail or voice mail of any employee, without advance notice or specific permission, for any legitimate business purpose.~~

~~Persons creating a web page are responsible for the accuracy of the information contained in the web page. Content should be reviewed periodically to assure continued accuracy. Web pages may include a phone number or email address of the person to whom questions/comments may be addressed, as well as the most recent revision date.~~

Each College, affiliate organization, and the System Office is responsible for employee use of ~~computing and telecommunications~~ Technology Resources and for ensuring that its ~~users~~ employees are familiar with the provisions outlined in this ~~p~~Policy and in the NSCS AUP.

**PERSONNEL, NEBRASKA STATE COLLEGE SYSTEM**

**POLICY: 5008 Employee Use of System Technology  
Resources**

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Policy Adopted: 11/11/95  
Policy Revised: 2/10/05  
Policy Revised: 4/25/14  
Policy Revised:

Attachment: Revisions to Board Policy 5008 (2556 : Information Security Program; Board Policy 7003 & Revisions to Board Policies 5008, 7004

## BUSINESS MANAGEMENT, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 7004 Federal Personal Information Security Programs**

**Page 1 of 2**

### BOARD POLICY

#### Identity Theft Prevention Program

The Board recognizes the importance of identity theft prevention. The Board also recognizes that the Colleges currently maintain certain “covered accounts” as defined by the Federal Trade Commission (FTC) that include loan programs and payment plans. In response to the FTC’s issuance of “Red Flag Rules”, each College will establish and maintain an Identity Theft Prevention Program that includes identification, detection, prevention and mitigation of identity theft risks. The programs should be periodically reviewed and updated to consider changes to the plan in response to the changing environment.

A Red Flag, as included in the FTC’s rules, and also included below, is defined as a relevant indicator of a possible risk of identity theft. The Identity Theft Program should include, at a minimum, the following sections:

- 1) Identification  
In identifying Red Flags, each College should consider the types of covered accounts it offers and maintains, the methods it provides to open and access its covered accounts, and its previous experiences with identity theft.
- 2) Detection and Prevention  
Each program should include consideration of the detection of Red Flags in connection with the covered accounts. The program should also include obtaining identifying information about, and verifying the identity of, a person opening a covered account. This information should then be used to authenticate customers, monitor transactions, and verify the validity of change of address requests.
- 3) Response  
Each program should provide for appropriate responses to detected Red Flags to prevent and mitigate identity theft.

Each program should be reviewed and updated periodically to reflect changes in risks such as:

- \*experiences with identity theft
- \*changes in methods of identity theft
- \*changes in methods to detect, prevent, and mitigate identity theft
- \*changes in service provider arrangements

Each College shall submit its initial Identity Theft Program for approval by the Board. Thereafter, a copy of each College’s current program and annual report on compliance shall be kept on file at each College. Each College President, or designee, will be responsible for oversight of the Identity Theft Program at their college.

#### ~~Customer Information Security Program~~

~~The Board recognizes the importance of protecting non-public student financial information. The Board further recognizes that by virtue of the Colleges’ participation in the Title IV Federal student financial aid programs authorized under Title IV of the Higher Education Act, each College is subject to certain requirements of the Gramm Leach Bliley Act (GLBA).~~

## BUSINESS MANAGEMENT, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 7004 Federal Personal Information Security Programs**

Page 2 of 2

~~The Board directs each College to develop an Information Security Program to protect non-public financial information consistent with the following policy.~~

~~Each College must identify and periodically assess external and internal risks to the security, confidentiality, and integrity of non public financial information. These risks may include:~~

- ~~• Unauthorized access to information by individuals other than employees with a legitimate purpose for viewing such information;~~
- ~~• Breaches of computer network security resulting in unauthorized access or transfer of information to third parties;~~
- ~~• Physical loss of data resulting from fire, flood or other disaster;~~
- ~~• Unauthorized requests and releases of information to third parties; and~~
- ~~• Unauthorized access through hardcopy files or reports.~~

~~Each College must establish a written plan and procedures to manage and control the risks. The plan and procedures must specifically address information gathered and maintained through College computer systems and in all physical files. Additionally, the plan must provide for the training of employees regarding the importance of confidentiality of student records, student financial information, and other types of non public data and information. The plan and procedures shall be periodically reviewed and updated in order to address changes in risks, technology or the sensitivity of the information.~~

~~Each College President shall designate an individual responsible for the development, implementation, and periodic review of the plan and procedures. Each College must submit its written plan and procedures to the System Office and maintain a current copy on file along with a record of the periodic reviews of the plan and procedures.~~

Policy Adopted: 1/13/09  
 Policy Revised: 3/24/17  
Policy Revised:



## FACILITIES, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 8064 Capital Construction and Information  
Technology (IT); Bids**

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### BOARD POLICY

#### Applicability

Board Policy 7010 applies to bidding and purchases of general items, supplies and ordinary services. Board Policy 7016 applies to contracts for legal counsel, auditor, lobbyists, search consultants, and other consultants and specialized services not associated with facilities or information technology in the 8000 series Board policies. Policy 8064 applies to construction, facilities and Information Technology (IT) related purchases and bidding, and includes facilities related purchases such as carpet/flooring & wall finishes, equipment, fixtures, furnishings, and window coverings even when their purchase is not associated with a capital construction project. The following four sections: **Emergency; Sole Source; Exceptions to Bidding Requirements; and Requests for Proposals (RFP)**, apply to both Board policies 7010 and 8064.

#### Emergency

Emergency shall mean any situation where it is necessary to enter into a contract to (a) avoid the loss of life, health, safety, or property, (b) respond to time limits established by an external authority, (c) ensure the continuation of an essential College service, function, utility, facility or ~~computer/software system~~ **Technology Resource**, or (d) avoid, correct or repair a situation outside the control of the Colleges including detrimental negligence or acts of an employee, natural or manmade disasters, and security or data compromise.

Proposed emergency purchases shall be documented by the College unit or department, and submitted to the Vice President for Administration and Finance, for approval by the Chancellor. The Chancellor may also approve the suspension of bidding requirements as appropriate for each emergency.

#### Sole Source

A sole source purchase is when there is only a single feasible or sole source for the supplies or services. A single feasible or sole source exists when:

- Supplies are proprietary and only available from the manufacturer or a single distributor.
- Additions to a system must be compatible with the original equipment or software.
- Factory authorized maintenance must be utilized in order to maintain validity of a warranty.
- Only one (1) type of computer software exists for a specific application.
- The software or materials are copyrighted and are only available from the publisher or a single distributor.
- The services of a particular provider are unique, e.g. entertainers, authors, etc.
- Based on current research, it is determined that only a single distributor services the region in which the supplies are needed.

Documentation to purchase based on sole source without competitive bids or proposals shall be documented by the College unit or department, and approved by the Vice President for Administration and Finance in consultation with either the Vice Chancellor for Facilities and Information Technology, or the Vice Chancellor for Finance and Administration.

## FACILITIES, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 8064 Capital Construction and Information  
Technology (IT); Bids**

Page 2 of 6

### Exceptions to the Bidding Process

Exceptions to the bidding process are defined as: emergency and sole source purchases with proper approval, advertising, software licensing renewals and software/hardware maintenance agreements, purchase from a previously competitively bid government or multi-state compact contract, including other state colleges and higher education institutions, or when the price has been established by the federal General Services Administration. Exceptions also include repairs of less than fifty thousand dollars (\$50,000) for vehicles, equipment, furnishings, Information Technology hardware/software/systems, and facilities/grounds. Repairs under \$50,000 require negotiation to assure quality work is performed at a reasonable price.

### Requests for Proposals (RFP)

A Request for Proposal (RFP) process includes a detailed description of the items/supplies/services/systems desired, but important factors other than cost are made part of the process and considered in the award of the contract. For the purpose of Board policies, an RFP can be considered a form of bidding, and may be used when formal or informal bidding is required. The exception to that is when a proposal is received through an RFP process for the purpose of selecting a design/construction consultant or contractor in Board policies 8066 and 8071. In such cases, the proposals are not considered "bids" since the final contract amount is derived through negotiations with the highest ranked firm.

The Board shall, within the limits prescribed by law, prepare specifications, advertise projects, evaluate and award all bids for capital construction projects and information technology related purchases in the System.

No College employee or Board member shall furnish or cause to be furnished any technical information, or solicit proposals and/or prices or take any type of action, which would or could be construed to give a direct or indirect advantage or disadvantage to a potential bidder for a College Project.

No person shall attempt to influence in any way or participate or assume responsibility in the evaluation of proposals and selection of contractors when participation constitutes a conflict of interest.

### FORMAL PROCEDURE

**Construction projects and information technology related purchases exceeding one hundred thousand dollars (\$100,000) shall observe the following bidding procedures:**

1. Specifications: All specifications and plans for buildings to be renovated or constructed, are to be prepared by professional architects and/or engineers when required by state law. The specifications and plans shall be prepared in such a manner that the completed building, landscaping and parking facilities, including the cost of equipment and fixtures necessary for the project, or the completed renovation cost shall not exceed the amount authorized for that purpose. Specifications for information technology related purchases may be prepared by College ~~employed technicians~~information technology staff or hired consultants.
2. Advertising project: For construction, the public notice shall appear once a week for three (3) consecutive weeks in a publication based in or near the locality of the project and in other widely circulated publications as deemed necessary by the College. The notice shall not appear on a weekend or holiday. A minimum of fifteen (15) calendar days shall elapse between the time formal bids are first advertised or called for and the time of their opening. For information technology procurement, the College determines the most effective means of advertising and distributing the Request for Proposals (RFP).

## FACILITIES, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 8064 Capital Construction and Information  
Technology (IT); Bids**

**Page 3 of 6**

The notice or RFP shall include, at a minimum, the following information:

- a) Name of Board of Trustees/College
- b) Description of project
- c) Date, place and time when bids must be received
- d) Person to contact for information
- e) Locations where bid documents can be viewed/obtained

A copy of the advertisement shall be kept on file with the College responsible for placing the advertisement and will be made available to the System Office upon request.

3. **Bid Opening for Construction:** Bids shall be submitted in a sealed envelope with notation of the project on the front. Bids shall be opened on the date, time and place as advertised. The bid opening shall be conducted in public so that all bidders and interested parties may be present. No bids are to be received after the specified time and are to be returned unopened. The bidder's envelope is to be attached to the back of the bid form. The professional consultant shall be responsible for opening and reading aloud the bids. Bid documents shall be considered public information after they have been opened. The following requirements shall be noted at the time of opening the bid:

- a) Conformance with bidding instructions
- b) Use of proper bid forms
- c) Accompanied by bid bond or certified check (not applicable to information technology)
- d) Acknowledgment of any addendum
- e) Bid is signed

For information technology RFP's, proposal submissions generally follow the bid opening procedures above, except that electronic proposals may be accepted.

4. **Bid Evaluation for Construction:** When bids are received, publicly opened and read, the contractors shall not be notified of the final decision until a later date so that adequate study and analysis can be made of the bids received. The professional consultant shall evaluate the bids received and make a recommendation to the College. Awarding of the contracts shall be based on competitive bidding with award to the lowest responsible bidder, taking into consideration the best interests of the State of Nebraska and the System, the quality or performance of the firm and the materials to be supplied, their conformity with specifications, and the times of completion. In determining the lowest responsible bidder, in addition to price, the following elements shall be given consideration:

- a) The ability, capacity, and skill of the bidder to perform the contract required;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c) Whether the bidder can perform the contract within the time specified;
- d) The quality of performance of previous contracts;
- e) The previous and existing compliance by the bidder with laws relating to the contract;
- f) The life-cost of the article or property in relation to the purchase price and the specific use of the item;
- g) The performance of the article or property, taking into consideration any commonly accepted tests and standards of product usability and user requirements;
- h) Energy efficiency ratio as stated by the bidder for alternative choices of appliances or equipment; and
- i) Such other information as may be secured having a bearing on the decision to award the contract.

## FACILITIES, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 8064 Capital Construction and Information  
Technology (IT); Bids**

**Page 4 of 6**

For information technology RFP's, proposal evaluation generally follows the construction bid evaluation procedures above, except that the contract is not necessarily awarded to the lowest cost proposal, but to the top ranked proposal based on the criteria outlined in the RFP.

When a public contract is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference over a nonresident bidder from a state which gives or requires a preference to bidders from that state.

A capital construction or information technology contract may be conditioned upon later refinements in scope and price and may permit the College in agreement with the contractor to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the program statement or available funding.

All bidders on College projects must file a statement that they are complying with, and will continue to comply with, fair labor standards in the pursuit of their business and in the execution of the contract on which they are bidding. All bidders must also comply with the State of Nebraska's Drug-Free Workplace requirement. The proposal form used to bid projects shall contain a clause which, when the proposal is signed by the bidder, certifies that the firm has a drug-free workplace policy in accordance with State requirements.

The contractor must specifically agree not to discriminate against any recipient of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry, and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.

All contracts will contain equal opportunity statements to ensure compliance with Federal Government requirements associated with Title VI and Title VII of the Civil Rights Act of 1964, and other appropriate equal opportunity procurement policies.

The recommendation, bid tab sheet and other applicable materials shall be provided to the System Office for review. In the event that less than three (3) bids or proposals are received, the Vice Chancellor for Facilities and Information Technology may approve award of contract based on documentation received. Approval of less than three (3) bids only applies to the Formal Procedure.

For any construction project that has a total cost of more than one hundred thousand dollars (\$100,000), the successful bidder for the project shall be required to furnish a Performance Bond and a Labor Material Payment Bond, each in the amount of 100% of the contract sum, written by a Surety licensed to do business in the State of Nebraska.

If the recommendation is to reject the lowest bid for any one or more of the reasons stated above, the recommendation must include the reason(s) for the rejection. The Board always reserves the right to reject any or all bids.

### **INFORMAL PROCEDURE**

Construction projects and information technology related purchases with a total project cost between thirty thousand dollars (\$30,000) and one hundred thousand dollars (\$100,000) shall observe the following bidding procedure:

1. Three or more quotations for the project shall be solicited from responsible bidders. Original quotations may be obtained in writing or verbally. Any verbal quotations must be followed up with a written or faxed confirmation for project files.
2. A fixed bid receipt date or public opening is not required.

## FACILITIES, NEBRASKA STATE COLLEGE SYSTEM

**POLICY: 8064 Capital Construction and Information  
Technology (IT); Bids**

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3. A formal contract shall be executed for the project after negotiating a price that is reasonable and within budget. The contract may be the System's short form, long form, or other form acceptable to the Vice Chancellor for Facilities and Information Technology

A capital construction or information technology purchase contract may be conditioned upon later refinements in scope and price and may permit the College in agreement with the contractor to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the program statement or available funding.

4. All resulting quotations or refusals to quote shall be documented by the College for reference.
5. Information on these contracts shall be reported to the Board of Trustees at the first Board meeting following College acceptance of the contract.

### OPEN SOLICITATION

Construction projects and information technology related purchases with a total cost of less than thirty thousand dollars (\$30,000) shall follow the open solicitation process, as follows:

1. Competitive bidding is not required.
2. The College may contract directly with a responsible contractor after negotiating a contract price that is reasonable and within budget.
3. A capital construction or information technology purchase contract may be conditioned upon later refinements in scope and price and may permit the College in agreement with the contractor to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the program statement or available funding.

### INFORMATION TECHNOLOGY (IT) PURCHASING

Security of data, and ~~College IT systems infrastructure~~ requirements for NSCS ~~Technology Resources networks~~, need to be considered when ~~College departments or units~~ NSCS employees make IT purchases. In accordance with Standard 10: Technology Resources Acquisition, from the NSCS Information Security Program in Board Policy 7003, Purchases should be coordinated with the College IT department all employees must consult with the applicable Chief Information Officer (CIO) or System Office Information Security Officer (SOISO) before developing, purchasing or contracting for products, services, and/or consulting that have implications for Technology Resource components, data, or security, or technical support. This includes, but is not limited to, cloud services, communication systems, information storage and processing systems, software systems, physical facilities related to such systems, and contractual relationships with vendors of such systems and services. when the purchases involve hardware or software to be installed on premise, consulting or professional service engagements which will require IT integration or services, and Cloud services which will, at any time during the contract, be used to store or handle data that is: 1) PII- Personally Identifiable Information beyond the scope of the user requesting the service, 2) FERPA protected, 3) requires Institutional Research Board (IRB) approval, or is 4) non-public institutional data.

**FACILITIES, NEBRASKA STATE COLLEGE SYSTEM**

**POLICY: 8064 Capital Construction and Information  
Technology (IT); Bids**

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Legal Reference:	RRS 72-802	Public buildings; plans and specifications; limitations; bids; appropriations; limits
	RRS 72-803	Public buildings; construction; improvement and repair; contracts; bidding; procedure; exceptions
	RRS 73-101.01	Public lettings; resident bidder; defined; preference
	RRS 73-102	Fair Labor Standards, statement of compliance required.
	RRS 81-1108.43	Capital construction project; prohibited acts; exceptions; warrant; when issues
	RRS 81-1114	Department of Administrative Services; building division; powers, duties, and responsibilities
	RRS 85-304	Board of Trustees; powers; enumerated
	RRS 81-3449	Practice of architecture; exempted activities
	RRS 81-3453	Practice of engineering; exempted activities

- Policy Adopted: 3/11/94
- Policy Revised: 8/29/97
- Policy Revised: 10/29/97
- Policy Revised: 9/10/02
- Policy Revised: 2/12/04
- Policy Revised: 9/15/06
- Policy Revised: 9/14/07
- Policy Revised: 9/11/09
- Policy Revised: 4/22/10
- Policy Revised: 6/2/11
- Policy Revised: 6/18/15
- Policy Revised: 11/17/17
- Policy Revised: 6/18/19

Policy Revised:

Attachment: Revisions to Board Policy 8064 (2556 : Information Security Program; Board Policy 7003 & Revisions to Board Policies 5008, 7004

## **NSCS Information Security Standard 1: Definitions and Related Law, Policies, and References**

### **1.1 Definitions**

**Availability** - Ensuring that information is ready and suitable for use.

**Central Identity Provider** – a single Identity and Access Management system which often involves both single-sign-on architectures and access control systems.

**Certificate, also Digital Certificate** - An electronic document used to bind together a public key with an identity.

**Chief Information Officer (CIO)** – The senior officer responsible for Information Technology strategy, oversight, and systems required to support the College goals and objectives.

**Chief Information Security Officer (CISO)** - The person appointed by the President under Policy 7003 to oversee the Information Security Program, typically the College CIO or College Vice President for Information Technology.

**Cloud Computing Service** - The utilization of servers or information technology services of any type that are not hosted by the NSCS. Cloud Services are comprised of different methods of delivery, including Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (PaaS).

**Confidentiality** - Ensuring that information is not disclosed to unauthorized individuals.

**Credential** – A token of access to Information or Physical Assets, which may include but not be limited to ID Cards and username/password combinations.

**CUI** – Confidential Unclassified Information as defined in NIST 800-171 which is equivalent to NSCS High and Medium risk data.

**Data** - Unstructured information without added organization, interpretation or analysis.

**Data Owner** – The Nebraska State College System.

**Data Steward** – Person within NSCS who has administrative control and is officially designated as accountable for a specific information asset dataset. This person has ultimate responsibility for classifying, controlling and protecting the data.

**Data User** – Any faculty, staff, student or third-party provider who is authorized by the Data Owner to access Information Assets.

**Electronic Communication** - The exchange of data on systems provided by NSCS including but not limited to email systems, voice mail, telephone systems, phone lines, modems, computers, software, networks, electronic bulletin boards, Internet access, intranets and facsimile machines.

**IaaS (Infrastructure as a Service):** - Cloud computing service which provides infrastructure such as hardware, virtual servers, and operating systems.



**Incident** - An action or condition that violates IT Security policy, potentially compromises information confidentiality, integrity or availability.

**Information Security Program** – The collection of Standards, and associated College Procedures and Plans, designed to protect enterprise communications, systems and assets from both internal and external threats. Governed by NSCS Policy 7003.

**Integrity of Data** - Ensuring accuracy, completeness, and consistency.

**ISP** – Information Security Program.

**Multi-factor Authentication** -- Multi-factor authentication is an authentication method in which a Credential is granted access only after successfully presenting two or more pieces of evidence to an authentication mechanism: knowledge, possession, and inherence. Two-factor authentication is a type, or subset, of multi-factor authentication.

**NeSIS/NeBIS** – Nebraska Student Information System and Business Information System respectively. These systems are collaboratively operated with the University of Nebraska and are the systems of record for student and human resources/finance information respectively.

**PaaS (Platform as a Service)** - Cloud computing service that provides a platform on which the customer can develop and run applications.

**Phishing** - The attempt to acquire sensitive information such as usernames, passwords, and credit card details (and sometimes indirectly money) by masquerading as a trustworthy entity in an electronic communication.

**PKI Authentication** – Public Key Infrastructure authentication of an account using an asymmetric encryption key Credential

**Removable or Transportable Media** - Includes but is not limited to paper forms, reports, cassettes, CDs, USB tokens, flash drives, hard drives and zip drives.

**SaaS (Software as a Service)** - An application hosted, maintained, and updated by the cloud service vendor and available to users over the Internet.

**Security Staff** - NSCS employees who have information security listed as part of their official duties.

**Sensitive Information** – NSCS data in the High or Medium risk category.

**Service (System) Account** -- an account that a computer service or application uses to run and access resources. A service account could also be an account that is used for a scheduled task (sometimes referred to as a batch job account), or an account that is used in a script that runs outside of a specific user's context.

**System Office Information Security Officer (SOISO)** - Is the Vice Chancellor for Facilities & Information Technology.

**Technology Resources** – Technology Resources include, and are not limited to: all NSCS owned, operated, leased, outsourced, or contracted computing, networking, telephone and information resources; all NSCS electronic information including data, voice and video; all NSCS data, voice, and

video networks; all NSCS application systems and software used to conduct campus business; and all NSCS assets connected to the networks. Employees are to refer to Information Security Standard 15: Bring Your Own Device (BYOD) regarding use of personal devices for work related functions beyond the guidelines indicated in the AUP (Standard 5). Intellectual Property Rights are governed by the SCEA agreement.

**User** – Anyone that is authorized and has been granted access to NSCS computer resources.

**VLAN** – A Virtual Local Area Network (VLAN) is a group of devices on one or more LANs that are configured to communicate as if they were attached to the same wire.

**Vulnerability** – Condition which allows people, property, resources and systems to be susceptible to harm, degradation, or destruction.

## 1.2 Related Law, Policies, and References

### State Law and Regulation

- Nebraska State Security Breach Notification Law: Neb. Rev. Stat. [7-801](#) to [87-808](#) shall be known and may be cited as the Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006. <https://nebraskalegislature.gov/laws/statutes.php?statute=87-801>
- Nebraska State Social Security Number Law: Neb. Rev. Stat. 48-237 <https://nebraskalegislature.gov/laws/statutes.php?statute=48-237>
- Nebraska Information Technology Commission, NITC 8-802 - <http://nitc.ne.gov/standards/8-802.pdf>

### Related NSCS Board Policies

- Board Policy 2070 – Records of the System
- Board Policy 3650 – Student Records
- Board Policy 5008 – Employee Use of Technology Resources
- Board Policy 7004 - Federal Personal Information Security Programs
- Board Policy 7008 - Risk Management
- Board Policy 7015 - Contracts; Limitations, Exemptions
- Board Policy 8064 - Capital Construction and Information Technology; Bids

### References

- NIST 800-171 <https://csrc.nist.gov/publications/detail/sp/800-171/rev-1/final>
- NIST Special Publication 800-61r2 - <https://nvlpubs.nist.gov/nistpubs/specialpublications/nist.sp.800-61r2.pdf>
- University of Nebraska Policy ITS-05 -- <https://its.nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/its-05-data-classification-and-storage-policy.pdf?la=en>

#### Revision History

April/14/2019: Initial submission by PCSS

May/8/2019: Initial review by SOISO/CISOs

July/8/2019: Second review by SOISO/CISOs

July/25/2019: Third review by SOISO

Sept/30/2019: Fourth review by SOISO/CISOs using campus feedback

## **NSCS Information Security Standard 2: Responsibilities, Enforcement, and Exceptions**

NSCS information security responsibilities are distributed among the following offices and personnel.

### **2.1 NSCS Board of Trustees**

Approves the NSCS Information Security Board Policy and promotes the consistent and full implementation of the Policy in support of the NSCS's vision and mission.

### **2.2 Vice Chancellor for Facilities & Information Technology and System Office Information Security Officer (SOISO)**

Oversees the development and maintenance of Information Security Policy and associated Standards, facilitates the NSCS Information Security Board Policy approval process, and provides leadership for the continued development of a robust and secure information technology environment throughout the NSCS. Coordinates security initiatives among the NSCS System Office and Colleges. Periodically reviews external security frameworks (NIST, PCI, FERPA, etc.) and updates NSCS Standards as needed, no less than every two (2) years.

### **2.3 College Chief Information Officers (CIO's) and Chief Information Security Officers (CISO's)**

The CIO's offices provide leadership for the continued development of a robust and secure information technology environment within their respective Colleges. Within NSCS, the role of CISO is assigned by the respective President. The CISO enables the College to conduct its business in a secure manner while achieving regulatory compliance. Responsibilities include oversight of the College's Information Security Program.

### **2.4 Information Technology Staff**

Provides and supports an infrastructure that meets the needs of its respective academic and administrative community in compliance with NSCS Policy and the College's Information Security Program.

### **2.5 Data Steward**

Classifies the data that they manage in compliance with NSCS Information Security Standard 4.1 Data Classification and ensure that the CISO is informed of the data classification.

### **2.6 Users**

Employees, students, contractors and guests required to adhere to the requirements of NSCS Information Security Policy and Standards and any specific College procedures.

### **2.7 Policy Compliance**

The CIO/CISO at each College is responsible for ensuring compliance with NSCS Information Security Policy and associated Standards at his/her assigned College. The Vice Chancellor for Facilities & Information Technology/SOISO is responsible for ensuring compliance at the System Office and NSCS level.

## 2.8 Policy Exceptions

The Vice Chancellor for Facilities & Information Technology will coordinate exception requests to NSCS Information Security Standards at the Systems Office level and may consult with the College Chief Information Officers/Chief Information Security Officers (CIOs/CISOs) and other authorities as deemed appropriate for resolution of the exception request. The CIO/CISO will coordinate exception requests at his/her assigned College and will contact the respective data steward and other authorities as deemed appropriate for consideration and resolution of the exception request. The required data elements of an Information Security Standards Exception Form are noted below. Approved exception requests shall be re-evaluated on an annual basis to determine if the exception is still needed or if the risk associated with the exception remains acceptable, and the decision will be electronically documented to the original requestor.

## 2.9 Exception Form Required Data Elements

- Standard impacted
- Business Process reason for exception
- Proposed resolution
- Requestor
- Workflow details (sign-off, etc.)
- Request date

### Revision History

April/14/2019: Initial submission by PCSS  
 May/8/2019: Initial review by SOISO/CISOs  
 July/8/2019: Second review by SOISO/CISOs  
 July/26/2019: Third review by SOISO  
 Oct/1/2019: Fourth review by SOISO

## NSCS Information Security Standard 3: Security Training and Awareness

The NSCS will provide security awareness training for employee Data Users that access NSCS Information Assets. The training is required to cover a wide range of security awareness topics. Note that awareness training is not required when access to an isolated NSCS network is provided for Internet access only. Refresher training will be required on a regular basis no less frequently than every three years or as indicated by a user's failure to comply with IT Security Policy and Standards.

Specialized awareness will be provided for employees as determined by the CIO/CISO when needed to address topics relevant to their employment. Examples where specialized awareness may be needed includes Health Insurance Portability and Accountability Act (HIPAA) and system administration.

Newly-hired NSCS employees are required to take Information Security Awareness training in compliance with College Information Security Awareness training procedures within thirty (30) calendar days after receiving their NSCS or College Credentials.

### Revision History

April/14/2019: Initial submission by PCSS  
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July/8/2019: Second review by SOISO/CISOs  
July/26/2019: Third review by SOISO  
Oct/1/2019: Fourth review by SOISO

## NSCS Information Security Standard 4: Information Protection

### 4.1 Information Classification

To assist with securely managing and controlling information access, NSCS uses a data classification scheme. The following rules form the basis of the data classification system:

- NSCS data is assigned a Data Steward, a classification, and is controlled accordingly.
- Technology Resources will be classified as high risk if they process or store medium or high risk data or if they are assigned to a user with access to medium or high risk data.

The NSCS uses three data classification categories in alignment with the work of the joint University of Nebraska/NSCS Data Governance Committee as recorded in University Policy [ITS-05: Data Classification and Storage Policy](#).

#### High Risk Data (Confidential and Highly Restricted):

High risk institutional data are highly confidential. Data are considered high risk if:

- The loss of confidentiality, integrity, or availability of the data or system could have a SEVERE adverse impact on the NSCS mission, safety, finances, or reputation.
- Protection of the data are required by law/regulation.
- The data carries a security classification established by an authorized agency of the federal government.
- The System Office and/or College is required to self-report to the government and/or provide notice to the individual if the data are inappropriately accessed.
- Examples of high risk data include:
  - Health Information, including Protected Health Information (PHI)
  - Health Insurance policy ID
  - Social Security Numbers
  - Credit Card Numbers
  - Bank account numbers
  - Passport/Visa numbers
  - Driver's license numbers

#### Medium Risk Data:

Medium risk institutional data are confidential data requiring high levels of protection due to the following circumstances:

- The loss of confidentiality, integrity, or availability of the data or system could have a SIGNIFICANT negative impact on our mission, finances, or reputation.



- Protection of the data may be required by law/regulation.
- The data may carry a security classification established by an authorized agency of the federal government.
- The System Office and/or College may be required to self-report to the government and/or provide notice to the individual if the data are inappropriately accessed.
- Data received or collected is subject to contractual confidentiality provisions.
- Examples of medium risk data include, but are not limited to:
  - FERPA non-directory information
    - Academic data such as grades still associated with user information
  - NUID/SAP ID numbers
  - Employment applications and files

High Risk and Medium Risk Data are collectively referred to as Sensitive Information throughout this document.

#### **Low Risk Data:**

Low risk institutional data are data routinely used in conducting business not covered by international, state, or federal privacy and security laws. Generally, this is information that can be made available to the public without risk of harm to the NSCS or any entities with an affiliation to the NSCS.

## **4.2 Hard Copy Data Protection**

The physical controls requirement for protection of physical or paper copies of data include:

- High Risk data in any format must be transported in a secure manner.
- Limit display of Sensitive Information in open, accessible areas.
- Avoid downloading or printing Sensitive Information and obviate Sensitive Information unless required by law or there is an unavoidable business-related need.
- Limit distribution of documents with Sensitive Information and know who is receiving the documents and how it will be used.
- Always store media containing Sensitive Information in a secure location such as a locked filing cabinet and know who has access to the location. When a Data Owner or Data User is not present the preferred method for protecting Sensitive Information is the two-lock rule. Normally the first is a locked file cabinet and the second a locked door.
- Do not leave Sensitive Information in unsecured locations, such as a personal vehicle or residence.
- Shred paper containing Sensitive Information with a cross-cut shredder before discarding or place in the shredder service bins.

- Escorts are required when individuals need access to areas with unsecured Sensitive Information, and precautions such as covering Sensitive Information that cannot be secured should be utilized. Access by custodial or maintenance employees or 3<sup>rd</sup> party vendors should be considered as non-authorized personnel.

References: NSCS Policies 3650 and 5018

## 4.3 Account Authorization and Management

### 4.3.1 Access Authorization

- The NSCS Information Technology (IT) departments will rely upon the identity stores provided through the TrueYou Identity and Access Management system sponsored under the NeSIS/NeBIS projects for the provisioning of employee and student credentials, including prospective and former students.
- The Colleges will have a procedure to manage and review credentials for other associated individuals not present in TrueYou such as campus guests, third-party contractors, volunteers, emeriti, or potential employees.
- The NSCS and Colleges shall utilize the principles of least privilege for access to Technology Resources.
- Need-to-know is verified prior to giving a user access to information.

### 4.3.2 Account Creation and Access Modification

The following governance applies to NSCS accounts:

- Credentials are unique to each individual and are not to be reused and issued to another person.
- Accounts may be created and made available to an incoming employee prior to the first day of employment (contract start date as defined in NeBIS) to facilitate voluntary work of an incoming employee to adequately prepare for the first day of employment. Accounts shall be created no more than forty-two (42) calendar days in advance of the first day of employment.
- When temporary passwords are assigned, the system must force the user to change the password upon the next login.
- A transfer to a different department, assumption of new or different duties, new systems, etc., often require a change in an individual's access to NSCS resources. In these instances, the NSCS requires a) removing access to the specific NSCS services that are no longer part of the job responsibilities and b) requesting access to the resources required of the new position or duties through the formal account management process.

### 4.3.3 Account Revocation

- Where processes are not in place to formally define the end of employment such as for temporary employees or contractors, Credentials should be set to automatically expire.
- Termination for cause should be coordinated with IT so that account access can be terminated expeditiously.
- Normal terminations should follow a formal process to ensure that all accounts are terminated and that all assigned equipment is returned.
- To the maximum extent possible, systems and applications should authenticate using a Central Identity Provider (CIP) to provide simultaneous revocation of credentials.
- Since CIP deactivation only removes access to systems that are CIP authenticated, additional steps are required to ensure access revocation for systems not CIP authenticated.

#### Account Disabling - Normal Process

- **Employees** – Access to systems containing High and Medium risk data will be removed upon the last day of employment appointment. Accounts will be disabled no later than ninety (90) calendar days after the expiration of the most recent existing employee appointment or the Keep Services Active date in NeBIS, whichever is later. Access to e-mail may be extended for a period of time via an exception request submitted by the employee’s supervisor.
- **Students** - Student Credentials are provisioned and de-provisioned in accordance with roles determined by the TrueYou Identity and Access Management system.
- **Former Students** - email may be provided for life. However, should a credential go dormant for a maximum of two years, it is disabled.
- **Other accounts** - Will be disabled in compliance with the campus procedure for the maintenance of other accounts (ref. 4.3.1).

#### Account Disabling - Expedited Process

Upon request by the Human Resources office, the President, or General Counsel, accounts may be disabled immediately. Access to appropriate services can be extended based upon demonstrated business need and approval by the Human Resources office, the President, or General Counsel in consultation with the CISO. The account should be set to expire at the end of the approved extension period.

### 4.3.4 User Identification

### User Passwords

- Users are to protect passwords as specified in Information Security Standard 5: *Acceptable Use and User Privacy*.
- The following comprises the minimum strength rules for NSCS user passwords:
  - Password is case sensitive.
  - Must be at least 8 characters long. Must not repeat any character sequentially more than 3 times.
  - Must not include part of your name or user name.
  - Must not be limited to a dictionary word.
- The NSCS may implement other password procedures to ensure compliance with NIST and auditor recommendations.

#### **4.3.5 Multifactor Authentication**

Multi-factor authentication (MFA) is an authentication method in which a Credential is granted access only after successfully presenting two or more pieces of evidence to an authentication mechanism: knowledge, possession, and inherence. Two-factor authentication is a type, or subset, of multi-factor authentication.

When available, multi-factor authentication should be applied in the following use cases:

- VPN access to NSCS networks.
- Administrative (Privileged) Credential access.
- Access to systems which contain High Risk data.

#### **4.3.6 Admin (Privileged) Credentials**

Privileged Credentials are those with rights to perform system and/or application administration. The following requirements govern the creation, use, monitoring, and decommissioning of privileged user Credentials within NSCS.

- Elevated permissions may not be permanently assigned to a user's primary account.
  - A separate Credential must be created for each individual user who has a documented business need for elevated privileges. These accounts should be created with a standard naming convention which will serve to distinguish the Credential from a normal user Credential while at the same time clearly identifying the individual to which the Credential has been assigned.
  - Administrative permissions can be granted to a user's primary Credential for a limited period of time for the purposes of managing the user's computing device.

- Authorization for the creation of a privileged Credential must be approved by the CIO/CISO. Each request for privileged access must include appropriate justification for the request.
- Admin Credentials are to be used only for conducting Admin functions.
- Admin Credentials are to be reviewed annually to ensure only needed Admin Credentials remain active.
- Admin Credentials should be created with the minimum privilege levels necessary to accomplish the user's required functions.
- Passwords for Admin Credentials:
  - Must meet all the minimum requirements for user Credentials.
  - Be a minimum of 12 characters
  - Must not have the same password as the Admin's normal user Credential.
- Shared credentials must only be used when using individual credentials are not feasible and shared credentials are necessary.
- Remote access to Admin Credentials must utilize MFA.
- Where possible, local Admin Credentials should require MFA.

#### 4.3.7 Service Accounts

The following controls for Service Accounts should be implemented to the extent possible.

- Inventory all accounts
- Use Public Key Infrastructure (PKI) authentication where possible rather than password based Credentials.
- Use randomly generated passwords that meet all the requirements for Level 3 passwords with the added requirement of 16 characters
- Change passwords when the incident response plan has been activated for impacted systems.
- Provide the minimum necessary privileges to the service account. If the service account must run with admin privileges, deny access to all directories except those needed.
- Use event logging to monitor for specific events such as the account being used for other than the assigned specific service.
- Passwords should not be embedded in a script.
- Password changes must be communicated out-of-band to the service account connection.

#### 4.3.8 Application Integration

When new or updated integrations with NeSIS/NeBIS are to occur, the NeSIS/NeBIS change request control processes must be followed. This includes the use of any NeSIS/NeBIS data to an integrated system, even if extracted through a query/reporting tool.

The CISO of each College is the approver of all application and system integrations for that College.

The owners of applications that integrate with NSCS systems are responsible for the following:

- Providing a business justification when requesting an integration, which shall include: a brief explanation of the function that will be supported by the integration; a list of any data elements that will be transferred via the integration; the classification level of each data element; and an explanation of how data received via the integration will be used and who will have access to the data because of the integration.
- Ensuring appropriate and secure transmission of data per NSCS encryption requirements.
- Informing the owner of the connected system if the access granted is either more restrictive or more permissive than needed.
- Ensuring data made available via the integration are not redistributed or made available beyond what was documented in the business justification.
- Maintaining the security of any credentials issued to facilitate the integration. This includes requesting credentials be changed or revoked if their confidentiality has been compromised either through normal activity (such as employee termination), malicious activity, or when the credential is no longer needed.

The owners of NSCS systems who provide access (integration) to remote applications are responsible for the following:

- Reviewing business justifications for integration requests and for obtaining approval from the responsible Data Stewards for the data being requested prior to making them available via the integration.
- Ensuring appropriate and secure transmission of data per the NSCS encryption requirements.
- Maintaining an internal, up-to-date list of all active integrations that includes: contact information for the owners of each application integrated with the enterprise system; a copy of the business justification provided by the application owner; a record of any approvals obtained from NSCS units permitting access or transmission of data via the integration; a list of any credentials associated with the integration, the individuals issued credentials, and the expiration date of the credentials.
- Communicating any changes to the enterprise system that will impact an integration to the owner of the affected application(s).
- Providing security guidance to all individuals granted credentials used for integration.
- Granting the appropriate level of access to the application following the principal of least privilege.
- Communicating the expiration of any credentials to the individuals they were issued to in a timely manner.
- Coordinating the rotation or revocation of credentials used for an integration with the application owner.

## 4.4 Confidentiality and Privacy

### 4.4.1 Securing Data - Data Encryption

When properly implemented, encryption provides an enhanced level of assurance that the data cannot be viewed or otherwise discovered by unauthorized parties in the event of theft, loss or interception. Data must be stored in compliance with the Data Classification and Use Matrix, with particular care given to the storage of High Risk data. The following are standard practices for NSCS device and media requiring encryption:

#### Devices and Media Requiring Encryption

STORAGE MEDIA	CHARACTERISTIC(s)	High	Medium	Low
Servers	Enterprise (many users). Includes database and application and web servers; file and print servers.	Highly Recommended	Recommended	None
Workstations	Varies (single to many users). Examples: Offices (private or shared); open work areas; public service areas; computer labs.	Required	Recommended	None
Laptops, Mobile Devices	Single user. Office, shared area	Required	Recommended	None
NSCS owned Smartphones, Cell Phones	Single user.	Required	Recommended	None
Employee personal Smartphones, Cell Phones	Single user.	See BYOD policy	See BYOD policy	See BYOD policy
Storage Media external to a computing device	Varies (single to many users).	Required	Recommended	Optional

Alternative methods for protection may be used when there are documented processes and procedures in place and the methods are approved by the CISO.



#### 4.4.2 Transmission Security

The NSCS requires that High Risk data be encrypted during transmission. The following outline specific requirements for data encryption.

- **Unencrypted Transmission Media** – The following technologies do NOT utilize encryption and are not to be used for transmission of Sensitive Information:
  - Standard email without encryption procedures
  - Web browsing via http (as opposed to https) URLs
  - Telnet
  - FTP
  
- **Electronic Data Transfers** - Transfer of unencrypted sensitive information must take place via an encrypted channel when transmitted externally. Internally, Sensitive Information may be transmitted via encrypted or unencrypted channels. Colleges will use modern encryption protocols without known vulnerabilities, such as:
  - Transport Layer Security (TLS)
  - File Transport Protocol Secure (FTPS)
  - SSH File Transport Protocol (SFTP)
  - Secure Copy Protocol (SCP)
  - Connecting via an NSCS-approved Virtual Private Network (VPN)
  
- **Authentication** – All authentication is to be encrypted or done over encrypted connections.
- **External Access** – All unsecured connections to NSCS computing resources are to be encrypted through College approved VPN client software.
- **IT Administration** – All IT administration should be performed using an encrypted connection technology such as SSH tunneling. Where encryption of management access is not possible, access to management interfaces must be protected to the maximum extent possible.

#### 4.5 Data Integrity

- **Single point of entry** – Where possible, data should be entered into the system of record (for example NeSIS for student records and NeBIS for HR/finance) directly and provided to other systems via integration rather than double entry so as to limit human error.
- **Data validation techniques** – Where possible, software applications should validate data for appropriate format and content upon data entry.

#### 4.6 Data Ownership and Records Retention

Unless specified elsewhere in NSCS Policy or negotiated agreement, all data stored in NSCS information systems are property of the NSCS.

NSCS Records will be retained according to NSCS Records Retention Schedules developed by the System Office in collaboration with the Colleges.

At the direction of the NSCS General Counsel, accounts or account associated data held in NSCS information systems may be retained longer than the NSCS Retention Schedules indicate.

#### 4.7 Data Backup and Recovery

Backups at the NSCS are used for the following purposes:

- Resiliency - Creating a durable infrastructure so that end-users rarely or never experience a disruption.
- Recovery - If a data-loss crisis occurs, a secondary copy is available to roll back a server or array to a previous point in time representing a known good state.
- Restoration - Similar to recovery, restoration converts selected data back to a previous point in time.

##### Data Backup Frequencies

- The Colleges will have procedures to determine backup frequencies necessary to accomplish the purposes set forth in this Standard.

#### 4.8 Media Control, Destruction and Reuse

All media internal to IT equipment will be removed or sanitized as part of the equipment disposal process.

The following options are approved for sanitizing or destroying media. Other methods may be employed and approved by the CIO/CISO as needed to ensure data destruction.

- **Software Wipe** - Perform a software wipe using a DoD 5220.22-M compliant data wipe tool. These tools work by overwriting existing information on the hard drive or other storage device.
- **Physical Destruction** - Physical destruction can be used to destroy media unusable and non-recoverable. This include crushing in a press, shredding, or incineration. The physical destruction method should physically destroy the media holding the data and not simply the surrounding case.
- **Third-Party Vendor** - vendors used for media destruction should be certified by the National Association of Information Destruction (NAID). The procedures used to perform the media

destruction must meet or exceed those used internally by NSCS. In all cases the vendor must supply a certificate of destruction detailing the inventory of media destroyed, and the destruction method used. Third-party disposal contracts should allow for audits by NSCS on an as-needed basis.

#### Revision History

April/14/2019: Initial submission by PCSS  
May/8/2019: Initial review by SOISO/CISOs  
July/8/2019: Second review by SOISO/CISOs  
July/26/2019: Third review by SOISO  
Sept/30/2019: Fourth review by SOISO/CISOs with campus feedback

## **NSCS Information Security Standard 5: Acceptable Use Policy**

Privacy notifications, including an explanation of the data that are collected and for what purpose, and whom to contact regarding privacy information, will be included with all external facing websites.

Users must agree to comply with the NSCS Acceptable Use Policy (AUP) prior to gaining access to NSCS Technology Resources. The NSCS AUP begins on the following page.

## **NSCS Acceptable Use Policy**

**Rev: 5**

**Date: 9-30-2019**

### **Nebraska State College System (NSCS)**

#### **Acceptable Use Policy**

The Acceptable Use Policy applies to all individuals accessing or using NSCS Technology Resources. This includes NSCS students, employees, and authorized contractors and guests.

#### **Use of Technology Resources**

##### **Confidentiality**

NSCS follows the principle of least privilege in granting permission to Technology Resources. Your access to Technology Resources does not imply that others have the same access. It is the responsibility of each NSCS employee to ensure that no unauthorized disclosures occur.

##### **Privacy**

**The NSCS provides and supports Technology Resources to employees for effective performance of job duties.**

Activity on Technology Resources may be monitored, logged, and reviewed by system administrators or discovered in legal proceedings. All information created, stored, transmitted or received on Technology Resources may be subject to monitoring by system administrators.

Inspection of an individual's data by NSCS Information Technology personnel in the course of responding to a request from that individual shall not be deemed a violation of the individual's privacy.

##### **NSCS Rights**

The NSCS reserves the right to monitor, manage, and/or deny network access to any device attempting to use an NSCS network. This action may be taken, without prior approval, to maintain the integrity of NSCS Technology Resources, to protect the rights of others authorized to access the network, or if misuse of NSCS Technology Resources is suspected.

The NSCS reserves the right to access data in an individual's NSCS account or NSCS owned device if the NSCS has a legitimate business need to review such files. This action will be taken only after obtaining approval from the President, appropriate Vice-President, or General Counsel.

##### **Individual Rights**

Individuals are granted access to and permitted use of NSCS Technology Resources. Access is granted for the purpose of achieving employment and educational goals based on the individual's need and classification.

Employees are granted access for the duration of employment. Individuals are considered employees if hired for full-time and part-time positions. Student employees funded via work study or institutional funds may qualify for employee access.

Students are granted access for the duration of their student status with the NSCS. Extended access may be granted for access to the student information system and email.

Individuals are granted access to Technology Resources by use of their campus issued Credentials.

### **Responsibilities**

Each individual is responsible for the security and integrity of data stored on assigned devices and resources to which they have been authorized access, including but not limited to desktops, laptops, tablets, and mobile devices. Responsibilities include:

- Performing and securely storing backups of data where not provided by the IT department.
- Securing physical access to devices and data.
- Locking computers when stepping away.
- Logging out of sessions.
- Monitoring access to assigned computer accounts.
- Reporting suspected security compromise or unauthorized access to the IT Help Desk and changing passwords immediately.
- Maintaining device connection to the College network for application of operating system and software updates.
- Installing, using, and updating virus protection software.
- Maintaining strong passwords and protecting the confidentiality of the password.
- Abiding by password procedures established for Technology Resources.
- Using accounts and privileges for their authorized purposes.
- Respecting the right of other individuals with regard to data access, intellectual property, privacy, academic freedom, copyright, freedom from harassment.

### **Restrictions**

Unauthorized actions include but are not limited to the following:

- Providing computer accounts to an individual not authorized for such access to include sharing

one's own account with others.

- Attempting to or successfully logging in to an account other than that which is officially assigned.
- Using an account for other than the authorized purpose.
- Tampering with accounts or authorization associated with an account.
- Tampering with computers not specifically assigned to the user.
- Sharing remote access authorization with anyone.
- Using knowledge of security or access to damage resources, obtain credentials, or gain unauthorized access to accounts.
- Operating servers (game or otherwise) on the campus network.
- Extending the network by connecting a hub, switch, router, wireless access point or any other device.
- Altering source addresses of network traffic.
- Altering source addresses (forging) of email.
- Sending mass emails (spamming) for purposes other than official business.
- Using the Internet to maliciously damage campus or Internet accessible Technology Resources.
- Attempting to negatively affect Technology Resource performance.
- Modifying or destroying data which are not specifically assigned to or created by the user.
- Intercepting transmissions not intended for the individual.
- Vandalizing Technology Resources.
- Including profane, vulgar or other harassing language within email messages, programs, and/or files.
- Engaging in non-collegial activities which threaten, defame, slander, or otherwise to cause harm to others.
- Accessing pornographic materials.
- Utilizing Technology Resources with the intent to harass others.
- Installing and/or spreading malicious software.
- Placing undue burden on the networks.
- Violating copyright laws.



### Prohibited Uses of Technology Resources, per Policy 5008:

- Using computers, software, or other NSCS equipment for personal or commercial financial gain is prohibited.
- Political or lobbying activities is prohibited.
- Private business or commercial use is prohibited.

### Actions

Limited personal use of Technology Resources is permitted so long as such usage conforms to policy, does not interfere with operations including security of the system, network response time, or a user's performance of duties as an employee, and does not result in additional costs or inefficiencies to the NSCS.

Violation or refusal to adhere to this Acceptable Use Policy may result in denial of access to Technology Resources and/or disciplinary action.

Individuals are encouraged to report suspected violations of policies to the Chief Information Officer. Individuals are expected to cooperate with system administrators during investigations of Technology Resource abuse and failure to do so may result in disciplinary action.

The NSCS has final authority to determine what constitutes acceptable use and the right to initiate disciplinary action.

Only those administrators named by the Chief Information Officer as being directly responsible for the security of Technology Resources may use special privileges which permit the examination, copying or printing of files, programs, email, or other information in an account, without the individual's prior permission.

The designated administrators may only use their special privileges in compliance with this Policy. A system administrator may not divulge any information obtained using special privileges to any person other than the Chief Information Officer who will take the appropriate action. If an individual suspects that someone has attained access to his/her account, the incident should be reported to the Chief Information Officer immediately in order to initiate appropriate action.

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## NSCS Information Security Standard 6: Computer and Network Security

### 6.1 Endpoint Security

Endpoints with updatable operating systems, including but not limited to: servers, network devices, desktops, portable (laptops and tablets), printers, copiers, Internet-of-Things devices, and phones owned and/or managed by the NSCS or third party contractors are to be configured using the standards detailed below:

- All systems are to run vendor supported versions of operating systems approved by the CIO.
- All default accounts are to be removed or default account passwords are to be changed prior to installing a system on an NSCS network. This includes but is not limited to those used by operating systems, software that provides security services, application and system accounts, point-of-sale (POS) terminals, payment applications, and SNMP community strings.
- Operating systems (OS's) and applications must be kept-up-date on computers and devices that access NSCS networks whether or not they process or store NSCS confidential information. Apply patches based on severity ratings such as the National Vulnerability Database (NVD), apply critical/high severity security patches within seven (7) calendar days of being published, medium severity within thirty (30) calendar days. If a legitimate business reason exists for not patching a system in compliance with this clause, a security exception can be submitted to the CISO for consideration.
- Unneeded accounts, such as guest accounts, should be deleted or disabled.
- Endpoint based firewall functionality installed where feasible.
- Hard drives within portable endpoints must be protected with encryption technology.
- Endpoints not protected by physical access controls (locked doors, etc.) must be configured to prevent unauthorized change of firmware settings.
- All standard, supported software for desktops and laptops will be administered from the Information Technology (IT) department.
- The IT department reserves the right to review and remove software which may be detrimental to the security or functionality of NSCS owned systems.
- The principle of least functionality shall be used to configure endpoints. Non-required services should be disabled.
- Set inactivity timeout of no more than 15 minutes.
- Endpoints should be configured to automatically synchronize system time with a reliable time server.

### 6.2 Server Security

In addition to the general endpoint security noted in Standard 6.1, the following controls will be followed for servers:

- Operating system and application updates shall be applied during routine maintenance windows as defined by campus procedure. Critical patches may be applied during emergency maintenance periods based upon the risk as determined by the CISO.
- Service processes should be configured according to the principles of least functionality and least privilege.
- Disable unencrypted services where possible.

### 6.3 Application (Website) Security

- Web pages that collect private information must display a link to a Privacy Statement.
- Only Low-risk information can be made publicly accessible on externally facing websites.
- If authentication mechanisms are used, ensure that they occur over HTTPS.

### 6.4 Anti-Malware Software

The following outlines the high-level requirements for end-point protection (EPP).

- All NSCS laptops, desktops, and servers must run NSCS issued anti-malware software.
- Anti-malware software must utilize an industry best practice method to identify malicious software and/or behavior.
- Anti-malware should be configured to report to a central console for management and for alerting.
- Anti-malware software is to be updated automatically and routinely, at minimum weekly, and immediately when an identified threat has been determined.
- If available, Anti-malware is required on mobile devices.

### 6.5 Firewalls, Network and Perimeter Security

- Network connectivity devices must be authorized to connect to an NSCS network with prior approval by the CISO. This includes but is not limited to routers, switches, hubs, wireless access points or any multiport device. Devices attached to the network without authorization may be removed, disconnected, or suppressed to protect the integrity of the network.
- Network devices, services, and endpoints should be configured to use the most secure protocol version which supports the business need.
- The NSCS network architecture will implement systems in protected network segments isolated from user networks and the internet.
- All site-to-site layer 2 and layer 3 (VPN) connections from an NSCS internal networks to external networks must be approved and managed by the CISO. Connections will be allowed only with external networks that have been reviewed and found to have acceptable security controls and procedures in place.

- Network device management access will be protected and controlled through the use of the following control enhancements:
  - Admin accounts will rely on single-sign-on methodologies where available. Non-integrated admin accounts will be password protected and meet NSCS Admin (privileged) account complexity requirements.
  - Local password storage will be encrypted.
  - Admin accounts will be limited and carefully controlled.
  - Traffic that can terminate on the device itself must be limited to legitimate use.
  - Console and auxiliary port access will be password protected.
  - Physical access to the device will be protected where possible.
  - The Login Password Retry Lockout feature will be set to five or less.
  - Session Timeout will be set to fifteen (15) minutes or less.
  - Each router must have a login banner indicating that misuse is prohibited.
- Unnecessary networking protocols and services on perimeter control devices will be disabled or not allowed.
- Configuration of Network Time Protocol (NTP) is required where available.
- The following defines the minimum configuration requirements for NSCS firewalls.
  - Exceptions to perimeter security controls must be documented with a business need, a specified duration of that need, and approved by the CISO.
  - Where possible, the NSCS preference is to install a hardware-based firewall as a network perimeter security control.
  - All Internet traffic from inside to outside, and vice-versa, must pass through an NSCS managed firewall.
  - Tools should be in place either at the NSCS firewall level or through the internet provider to prevent and/or manage distributed denial of service attacks.
  - Perimeter firewall architecture implements a managed access policy for each external service.
  - Firewall implementations will use application proxy or stateful aware technologies where applicable.
  - Firewall and network boundary interfaces shall deny inbound (ingress) network communications traffic by default and allow network communications traffic by exception (i.e., deny all, permit by exception). Inbound permit rules shall be reviewed periodically.
  - Drop incoming packets at the device sourced with invalid addresses, such as internal or RFC1918 addresses arriving on an external interface.
  - Firewall technology may be used to block access to sites that may pose a threat to NSCS networks.

## 6.6 VPN Access Connections

Virtual Private Network (VPN) connections to NSCS resources are an extension of the NSCS network and subject to NSCS's policies. VPN connections to the NSCS network must meet the following requirements:

- A user's remote access to NSCS resources is allowed only with the use of CISO approved methods.
- Remote devices connected to an NSCS network will be configured so that all data traffic uses the VPN connection (no split-tunneling).
- Connections are automatically ended after thirty (30) minutes of inactivity for service and security reasons.

## 6.7 Wireless Networks

All wireless infrastructure devices that connect to an NSCS network or reside in a NSCS office must adhere to the following guidelines:

- Use 802.1x authentication where available for wireless connections to the network.
- Where 802.1x authentication is not available, devices must be registered with the wireless management system.

## 6.8 Vulnerability Testing

The following requirements apply to vulnerability scanning and the associated tools.

- The use of tools to test the vulnerability of IT resources is limited to authorized personnel.
- Vulnerability testing must be coordinated with the owner of the impacted IT resources.
- Vulnerability testing is required on a regular basis, quarterly is preferred.
- Critical and high severity items identified in vulnerability scans must be addressed according to schedules provided in section 6.1 Endpoint Security, and followed by a retest, repeating these steps until the vulnerability testing completes successfully.
- External and internal vulnerability testing shall be performed after any significant infrastructure or application change.
- Vulnerability testing shall minimally consist of network-layer and application-layer penetration test.

## 6.9 Auditing and Activity Monitoring

The NSCS recognizes that auditing and activity monitoring is a very resource intensive function. Each College shall have a systems list with priorities determined by the CISO and plan for implementation of this Standard (6.9) on a per system basis as resources allow. Colleges will use the auditing capabilities within available systems to monitor both authorized and unauthorized activities, with the focus on unauthorized or malicious activities:

- Audit and activity monitoring should include the details associated with authorized access, privileged operations, unauthorized access attempts, system alerts or failures, and changes or attempts to change system or security settings.
- Audit logs are to be maintained a minimum of one month, preferably six months.
- Audit logs may store sensitive information and should be protected from unauthorized access.
- Where the staffing levels allow alternate staff assigned to review logs for suspicious activity to ensure that multiple people are reviewing the logs including the logs for each other.
- The CISO is ultimately responsible for determining when action is required to address anomalous activity.
- Where possible, log analysis should be automated, combined with event correlation software and continually improved to detect current threats to NSCS networks, information assets, anomalous behavior, abuse or misuse of resources.
- Logs should be sent to a log server configured to prevent and detect tampering attempts to log records or files.
- It is imperative that system time is synchronized across information systems within NSCS information processing facilities to enable the accurate detection of event and correlation of activities across information systems and for the legal admissibility of evidence.
- Administrator and operator logs should be monitored on a regular basis as staffing levels permit for unauthorized access and anomalous behavior.

#### **6.10 Third Party Technology Contractor Information Systems Access**

- All remote vendor support must be performed using auditable encrypted sessions with appropriately secure ciphers.
- Once VPN is authenticated, remote support may be accomplished via virtual console, remote desktop, or similar tool as determined by platform and business need.
- The vendor will have a dedicated account (or accounts) with access limited to facilitate only the business functions required under the service agreement.
- Upon termination of the support engagement, NSCS staff must:
  - Ensure remote session has been terminated.
  - Disable the vendor support account.

#### **6.11 Computing in Public Areas**

Computer systems and infrastructure within public places require additional controls including:

- Open ports in public areas are to be disabled until needed or utilize access control and provide only Internet access to guest users.
- Kiosks are to require log-on credentials unless the system is configured to only access the Internet.

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## NSCS Information Security Standard 7: Configuration and Change Management

### 7.1 Configuration Management

- Technology Resources may be assigned different change control processes based on the classification level identified in Information Security Standard 4.1.
- Baseline configurations or standard configurations will be maintained at the discretion of the CISO with an emphasis on systems processing medium and high risk data. See Information Security Standard 6: *Computer and Network Security* for minimum requirements for standard configurations.
- A basic network diagram must be maintained on an annual basis.
- NSCS owned or issued computer or related equipment (e.g., servers, workstations, laptops, PDAs, printers, fax, and other such devices) that can be connected to an NSCS network, or used to capture, process or store NSCS data, or used in the conduct of NSCS business should be tracked in an inventory tracking system that identifies (at a minimum) its serial number, location, classification level (if assigned), and assigned responsible employee.
- Capitalized equipment with inventory tags must be reported to the applicable inventory management office.

### 7.2 Change Management

The goals for the NSCS IT Change Management Program are:

- The NSCS recognizes the ITIL definition of change and levels of change:
  - Change - The addition, modification or removal of anything that may have an impact on IT services. The scope should include changes to all architectures, processes, tools, metrics and documentation, as well as changes to IT services and other configuration items.
  - Types of Change
    - Standard - A pre-authorized change that is low risk, relatively common and follows a documented procedure or work instruction. Standard changes need not be tracked, approved, or documented.
    - Normal - Any service change that is not a standard change or an emergency change.
    - Emergency - A change that must be implemented as soon as possible, for example to resolve a major incident or implement a security patch.
- All Normal changes should be documented, scheduled and tracked within the applicable Information Technology department. Automated tracking systems are preferred.
- Change records are to provide enough detail to accurately document the changes being made.
- Changes may only be implemented once the change record has been approved.

- Changes may be approved by a workflow that follows College procedures for the change level indicated.
- Emergency changes may go through an expedited review and approval process but should always go through a formal review process afterwards.
- The status of changes that did not go as planned, or that did not have the expected results, will be reviewed for completeness and impact to the IT. The change implementer is required to participate.

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## NSCS Information Security Standard 8: Email

The NSCS provides employees and students with a supported email service subject to the requirements below:

Shared email accounts are allowed when approved by the CISO but should be configured with delegation rather than credential sharing.

Using personal devices for email management is permitted but must conform to Standard 15 – Bring Your Own Device (BYOD).

Email originating outside of NSCS is to be scanned for malware and checked for SPAM and phishing attacks. These filters will be adjusted at the discretion of the CIO/CISO to maximize the amount of malicious email blocked while minimizing false positives.

Employees shall not use non-NSCS email systems for NSCS business.

If high or medium risk information must be transmitted via email, then email encryption must be used.

Follow precautions regarding e-mail as recommended by IT security training.

Report malicious SPAM and phishing email within the e-mail application or to the helpdesk, and if there is a concern that an action has occurred that may have compromised security, contact the helpdesk immediately. If in doubt, call the helpdesk.

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## NSCS Information Security Standard 9: Physical Security

In addition to the specific restrictions identified in this Standard, IT Standard 9 must comply with and inform Campus Physical Security policy and procedure.

Physical Security for the information technology infrastructure should also adhere where possible to the principle of least access.

### 9.1 College Data Centers

On and off-campus data centers should at minimum meet the following requirements:

- Physical access to data centers is limited to authorized Information Technology (IT) personnel, designated approved employees, IT employees of organizations with a data-center sharing agreement with the College, or contractors whose job function or responsibilities require such physical access. All others are considered visitors and access can only be approved by the CISO.
- Access shall be controlled by electronic or brass key means in compliance with Campus Physical Security Policy.
- Visitors accessing data centers will be accompanied by authorized personnel.
- Video surveillance of data centers is required.

### 9.2 Telecommunication Closets

The following requirements apply to telecommunication (“telecom”) closets.

- Telecom closets are not to be used for storage, custodial services, or offices. Combining electrical and telecom closets with controlled access is an acceptable practice.
- Telecom closets are to be locked and access limited to only those individuals approved by the CISO.
- Telecom closets are to remain free of combustibles.

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## NSCS Information Security Standard 10: Information Technology Acquisition

In accordance with Board Policy 8064, employees must consult with the applicable College CIO or the NSCS SOISO before developing, purchasing or contracting for products, services, and/or consulting with Information Technology components or implications for data or security. This includes but is not limited to cloud services (governed by Standard 13), communication systems, information storage and processing systems, software systems, physical facilities related to such systems and contractual relationships with vendors of such systems and services. In addition, the NSCS SOISO and the CIOs have oversight and coordination responsibility for IT systems and services.

Acquisitions covered by this Standard shall be coordinated within the System Office or College by the SOISO or the CIO. IT shall be consulted with adequate time for proper requirements and security analysis prior to acquisition and implementation. The System Office or College may establish its own procedures to implement this Standard. IT procurement authority is centralized and controlled by the SOISO or the CIO to:

- Protect the NSCS investments by recommending appropriate products compatible with existing systems with a reasonable life span.
- Improving services and support by reducing the number of redundant/disparate solutions.
- Leverage buying power and create efficiencies through system-wide or State contracted purchases.
- Standardize security support.
- Ensure that appropriate maintenance processes are in place.

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## NSCS Information Security Standard 11: Payment Card Data Protection

The Payment Card Information (PCI) data security standards (DSS) apply to all entities that store, process or transmit cardholder data. NSCS departments that accept credit card payments must process those payments in a manner compliant with PCI-DSS standards in addition to other regulatory requirements. All use of credit cards for NSCS business must be approved in writing by both the CISO and Vice-President for Administration and Finance (VPAF).

- Each College is required to comply with the PCI-DSS SAQs appropriate to the equipment and services being used at the College.
- Each College shall maintain procedures to ensure compliance with the appropriate PCI-DSS SAQs
- In general, these operating principles shall be followed:
  - When possible, use credit card processing technologies that remove transport networks and equipment from PCI scope, such as P2PE.
  - When a P2PE compliant POS card reader cannot be used, either network segmentation or analog phone lines must be utilized to limit PCI scope as narrowly as possible.
  - Use third party processors for payments which require no payment card data to be received by the NSCS. This means that all departments that accept credit cards over the Internet must redirect all such payment card submissions to a third-party website.
  - Vendors on NSCS premises are responsible for their own POS card readers, transport mechanisms and PCI-DSS compliance. In the case of P2PE capable devices, NSCS may provide vendors with transport to reduce costs.
  - Storage of credit card information on computers or other electronic media by NSCS employees is strictly prohibited.
  - E-mailing credit card information is strictly prohibited.
  - Receipts should only print the last four digits of the card, be shredded when no longer needed, and protected as PII.
  - The credit card expiration date is not to be included on the receipt.
  - Receipt printouts are to be minimized, but if needed, will be stored with appropriate physical safeguards, including storage in locked cabinets with access restricted to those with legitimate business need.

The Vice-President for Administration and Finance or their designee, one at each college, collaborates with the CISO to manage a compliance program as an extension of managing merchant identification numbers. Participation in the PCI compliance program is mandatory for all organizations within NSCS that process payment cards. Failure to fully participate in the program may result in an organization's Merchant ID being revoked. The following outlines the major responsibilities for PCI-DSS compliance.

### 11.1 Shared Responsibilities

The VPAF and CISO are responsible for:

- Coordinating merchant accounts with the System Office and regulatory agencies. A merchant account is a type of bank account that allows businesses to accept payments by debit or credit cards.
- Establishing and maintaining contractual relationships with third-party providers involved with credit card processing.
- Approving any Point of Sale (POS) device or system to be used within the college and maintaining an inventory including make, model and serial number.
- Ensuring that payment card processing logs are maintained.
- Defining the methods of transacting online payments on behalf of the college.
- Engaging a PCI Qualified Security Assessor. See Information Security Standard 6: *Vulnerability and Penetration Testing* for specific scanning requirements.
- Maintaining an inventory of all individuals who process credit card transactions.
- Ensuring annual PCI training and education for everyone approved to process payment cards. Such training will include instruction on how to detect skimming.

### 11.2 VPAF Responsibilities

- Ensuring that each payment card unit is inspected monthly for tampering and maintaining an inspection log.
- Suspension or termination of the ability to process payment cards if an individual or department fails to comply with this policy or the PCI Standard.

### 11.3 CISO Responsibilities

- Ensuring network segmentation configurations and other technical safeguards are in place.
- Assisting in evaluating and approving all POS devices used at the college.
- The CISO ensures the configuration of the IT infrastructure to limit the applicability of PCI-DSS requirements to the infrastructure including approving and implementing network segmentation configurations performed in compliance with this policy and the PCI-DSS Standard.
- Assisting employees with PCI-DSS compliant implementations.
- Working with the VPAF to ensure appropriate vulnerability scanning of NSCS systems that transmit, generate or otherwise access payment card information.
- Initiating investigations relating to PCI-DSS security incidents.



- Performing monitoring and reviews of the computer infrastructure to ensure that security features are in place and are adequate to protect payment card data.

#### 11.4 Self-Assessment Questionnaires

Colleges will complete periodic self-assessment questionnaires (SAQs) as needed to ensure compliance.

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## **NSCS Information Security Standard 12: HIPAA Security Rules and the HITECH Act**

NSCS's approach to the Health Insurance Portability and Accountability Act (HIPAA) Security & Privacy Rules and the HITECH Act is to minimize the amount of health information acquired, processed, and maintained.

All HIPAA data are identified as High Risk data in Standard 4. All processes and precautions indicated by Standard 4 for High Risk data must be followed.

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## NSCS Information Security Standard 13: Cloud Computing

The requirements below help to ensure that NSCS data are appropriately stored or shared using Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (PaaS).

- Where NSCS authentication is impractical for web-based SaaS cloud services due to size or nature of service, employees must use their NSCS supported e-mail to register the account for work related cloud services and manage passwords in a NSCS provided password vault or, if none is provided, in such a way that passwords are easily recoverable by the NSCS in the event of separation or injury.
- To mitigate the risk of a data breach occurring as a result of compromised credentials (such as through a successful phishing attack), multi-factor authentication is required when accessing SaaS solutions involving High Risk data from outside of NSCS networks.
- The individual(s) responsible for managing user access levels and roles must be identified and under the direct or indirect supervision of the CISO.
- NSCS information assets stored in the cloud shall be protected with no less control than that used for on premise systems.
- Protected medium and high-risk data (including credentials) stored in the cloud (including test and development environments, backups and data warehouses) must be encrypted both at rest and in transit.
- Encryption keys must be held by NSCS unless the vendor has appropriate key management in place.
- Each College shall have a procedure for vetting cloud services to ensure data security and disaster recovery requirements are met prior to contracting.

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## NSCS Information Security Standard 14: Information Systems Security Risk Management

The NSCS Information Security Program shall conduct a periodic review of risks and mitigation strategies. Where possible, an industry standard list of risks in the form of a risk register, such as the Educause IT Governance, Risk, and Compliance (GRC) framework, shall be used. This work shall be integrated with the NSCS Enterprise Risk Management program described in Board Policy 7008.

The review process shall identify the effectiveness of current mitigation strategies and inform the prioritization of risk management activities for the next review cycle.

NSCS Information Technology (IT) risk registers are maintained by the CISO or President's designee at each College, and by the Vice Chancellor for Facilities and Information Technology/SOISO at the System Office. The University of Nebraska performs these functions for the NeSIS and NeBIS enterprise systems. Risk registers at each College and the System Office are shared no less than annually with the President or Chancellor, as applicable, and other administrators as needed for buy-in, acceptance, and funding. The NSCS SOISO and CIO/CISO's will routinely share risks through their on-going meetings and coordination to identify when risks are applicable to a broader stakeholder audience.

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## NSCS Information Security Standard 15: Bring Your Own Device (BYOD)

Use of NSCS networks in conjunction with personal devices for non-work related functions by members of the NSCS community is governed by Standard 5: Acceptable Use Policy (AUP). This Standard (15) provides guidance for employee use of personal devices for work related functions beyond the guidelines indicated in the AUP.

NSCS grants its employees the convenience of using personal devices provided that the device meets the security and compatibility requirements of the College or the System Office. The NSCS reserves the right to revoke this privilege if users do not abide by NSCS policies and procedures.

This Standard is intended to protect the security and integrity of NSCS Technology Resources.

NSCS employees must agree to the terms and conditions set forth in this Standard and the Acceptable Use Policy in order to be able to use their personal device for work related functions.

### Device Protection and Support

- Mobile devices connected to the campus wireless networks must follow device registration procedures established by the college;
- Mobile device connectivity to the campus wireless networks and troubleshooting are supported by the IT departments on a best effort basis only. Support is not provided for home based computers;
- Devices used to access technology resources must at a minimum:
  - Run a supported version of the operating system
  - Run a current version of anti-malware and execute scheduled device scans
  - Use Password protection features of the device
  - Auto-lock when not in use
- Devices used to access technology resources should employ the following in order to further prevent unauthorized access:
  - Device encryption
- The NSCS reserves the right to disconnect devices or disable access to services without notification.

### Responsibilities

- Employees are not permitted to download or store data considered to be sensitive on personal devices. Sensitive data is defined as High or Medium Risk as indicated in Standard 4. Questions regarding the category of data should be referred to the Chief Information Officer.
- It is the employee's responsibility to ensure that NSCS data and applications are removed from a device in the event that the employee is separated from employment, or if IT detects a data or

policy breach, a virus or similar threat to the security of the NSCS's data and technology infrastructure.

- In the event a device is lost or stolen, it is the employee's responsibility to use provider tools, where available, to remotely wipe the device of all data. Lost or stolen devices should be reported to the Chief Information Officer within 24 hours in order to assess risk to technology resources and to advise the employee accordingly.
- It is the employee's responsibility to back up email, contacts, and any other important data on the device.
- The employee is personally liable for all costs associated with his or her device.
- The employee assumes full liability for risks including, but not limited to, the partial or complete loss of NSCS and personal data due to an operating system crash, errors, bugs, viruses, [malware](#), and/or other software or hardware failures, or programming errors that render the device unusable.

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Sept/30/2019:	Fourth review by SOISO/CISOs using campus feedback

## NSCS Information Security Standard 16: Incident Management

The NSCS has elected to implement College Incident Response Plans modeled after NIST Special Publication 800-61 Rev. 2 and Nebraska Information Technology Commission, NITC 8-802 Incident Response Plan to achieve consistency with the State of Nebraska and compliance with PCI-DSS. This incident response plan may be used in conjunction and cooperation with the State of Nebraska Incident Response Plan, NITC 8-802. In the case of a PCI compliance related incident, this plan will be used in coordination with the Nebraska State Treasurer and the Nebraska State Treasurer's Incident Response Plan. Not every incident will require the actual involvement of the State CIO office, but incidents of significant impact may require the coordination of the State Information Security Officer.

Each College will maintain an Incident Response Plan which, minimally, identifies:

- The members and roles of the Incident Response Team
- Levels of incident severity
- Escalation and communication requirements
- Logging, documentation, and evidence handling requirements
- Incident identification, containment, remediation, eradication, and recovery processes
- Training and practice requirements

### Revision History

April/14/2019:	Initial submission by PCSS
May/8/2019:	Initial review by SOISO/CISOs
July/8/2019:	Second review by SOISO/CISOs
July/26/2019:	Third review by SOISO
Oct/1/2019:	Fourth review by SOISO



## ITEMS FOR DISCUSSION AND ACTION FISCAL, FACILITIES AND AUDIT

November 14, 2019

**ACTION:** **Accept Revenue Bond Audit Report for Fiscal Year Ending June 30, 2019**

BKD has completed the audit report for the revenue bond programs at the Colleges for years ending June 30, 2019 and June 30, 2018. The 2002 Master Resolution calls for an annual audit of the records of the revenue bond program to show revenues, fees, and earnings credited to the program, the financial condition at the close of the fiscal year, transactions during the year, a review of insurance carried on the facilities and other buildings, the percentage of occupancy and use of the facilities, and any other matters deemed relevant and necessary to make the audit informative. The audit is a systemwide report, with information for each of the Colleges provided, along with system summaries. The audit incorporates information for the 2012, 2013, 2014, 2015, 2016, 2016B, and 2016C supplemental issues. The audit is completed on an accrual basis.

Board Policy 9005 requires that CSC and WSC maintain a minimum 125% debt service coverage and PSC a 135% debt service coverage ratio. This policy helps make our bonds attractive in the market. Historical and current ratios are shown below.

### DEBT SERVICE COVERAGE

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
CSC	875%	206%	191%	150%	146%
PSC	332%	320%	233%	290%	219%
WSC	371%	364%	235%	249%	280%

BKD indicates that the financial statements “present fairly, in all material respects, the financial position of the Nebraska State Colleges Student Fees and Facilities Revenue and Refunding Bond Program as of June 30, 2019 and 2018, and the changes in its financial position and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.”

The System Office recommends approval of the Revenue Bond Audit Report for Fiscal Year Ending June 30, 2019.

### **ATTACHMENTS:**

- Nebraska State College Revenue and Refunding Bond Program Audit Report (PDF)

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
Independent Auditor's Report and Financial Statements  
June 30, 2019 and 2018

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**June 30, 2019 and 2018**

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## Independent Auditor's Report

The Board of Trustees  
 Nebraska State Colleges Student Fees and Facilities Revenue and Refunding Bond Program  
 Lincoln, Nebraska

We have audited the accompanying financial statements of the Nebraska State Colleges Student Fees and Facilities Revenue and Refunding Bond Program (the Program), a program of the Nebraska State College System, as of and for the years ended June 30, 2019 and 2018, and the related notes to the financial statements, which collectively comprise the Program's basic financial statements as listed in the table of contents.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

The Board of Trustees  
 Nebraska State Colleges Student Fees and Facilities Revenue and Refunding Bond Program  
 Page 2

### *Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Nebraska State Colleges Student Fees and Facilities Revenue and Refunding Bond Program as of June 30, 2019 and 2018, and the changes in financial position and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### *Other Matters*

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### *Other Information*

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Program's basic financial statements. Schedules 1-9 as listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

Schedules 1-5, 7 and 8 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audits of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, Schedules 1-5, 7 and 8 are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Schedules 6 and 9 have not been subjected to the auditing procedures applied in the audits of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

*BKD, LLP*

Lincoln, Nebraska  
 October 23, 2019

# Nebraska State Colleges

## Student Fees and Facilities Revenue and Refunding Bond Program

### Management's Discussion and Analysis

#### Years Ended June 30, 2019 and 2018

#### **Introduction**

The following is an overview of the financial position and changes in net position of the Nebraska State Colleges Student Fees and Facilities Revenue and Refunding Bond Program (the Program). Management has prepared the following discussion and analysis and it is intended to be read in conjunction with the financial statements and related notes that follow this section.

The Board, for the benefit of the Nebraska State Colleges, issues bonds to finance the construction, repair, and maintenance of revenue bond buildings owned and operated by the Board of Trustees of the Nebraska State College System. The Program provides funding for general operations as well as funding for various construction and renovation projects as specified by the individual bond documents. The Program is designed to provide greater flexibility to finance revenue bond projects at the three Colleges. The current revenue bond master resolution was approved in 2002 by the Board.

The financial statements include the following bonded projects for the years ended June 30, 2019 and 2018:

Bonds	Financing Objective
Student Fees and Facilities Revenue Refunding Bonds Series 2012	Refund Series 2002 Bonds for Peru State College and Wayne State College
Student Fees and Facilities Revenue Bonds Series 2013	Eagle Ridge Housing and Various Roof Repairs for Chadron State College
Student Fees and Facilities Revenue Refunding Bonds Series 2014	Refund Series 2003 Bonds for Chadron State College
Student Fees and Facilities Revenue Bonds Series 2015	Delzell Hall Improvements at Peru State College
Student Fees and Facilities Revenue Bonds Series 2016	Bowen Hall Improvements at Wayne State College
Student Fees and Facilities Revenue Refunding Bonds Series 2016B	Refund Series 2010 Bonds for Wayne State College
Student Fees and Facilities Revenue Refunding Bonds Series 2016C	Refund Series 2011 Bonds for Peru State College

#### **Financial Highlights**

The financial position of the Program remained favorable during the year ended June 30, 2019, with operating income that provided debt service coverage ratios of 146% for Chadron State College, 219% for Peru State College and 280% for Wayne State College. Debt service coverage ratios were 150% for Chadron State College, 290% for Peru State College and 249% for Wayne State College in 2018 and 191% for Chadron State College, 233% for Peru State College and 235% for Wayne State College in 2017. This performance is in line with expectations for Chadron State College and exceeded expectations for Peru State College and Wayne State College. The debt service coverage ratio required by the Master Resolution is 110%; however, Board policy requires Chadron State College and Wayne State College maintain a minimum 125% debt service coverage and Peru State College maintain a 135% debt service coverage ratio.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Management's Discussion and Analysis**  
**Years Ended June 30, 2019 and 2018**

Operations of the Program decreased in fiscal year 2019 with operating income posting a 70.59% decrease over 2018. This compares with an increase of 120.97% from fiscal year 2017 to 2018. From fiscal year 2018 to 2019, revenues increased by 3.36% along with expenses by 11.01%, creating the operating income decrease of \$1,338,044. From fiscal year 2017 to 2018, revenues increased by 2.44% while expenses decreased by 2.94%, creating the operating income increase of \$1,037,749. Cash flows from operations were \$3,035,776 in 2019 compared to \$2,299,504 in 2018 and \$2,665,925 in 2017.

The student fee portion of the Program is dictated by a per credit hour fee. For fiscal year 2019 the revenue bond portion of the facilities fee was \$16 per credit hour at Chadron State College, \$28 per credit hour at Peru State College and \$19.05 per credit hour (\$255 maximum per semester) at Wayne State College. The revenue bond portion of the facilities fee was \$16 and \$16 per credit hour at Chadron State College, \$26 and \$24 per credit hour at Peru State College and \$19.05 and \$18.15 per credit hour (\$255 and \$244.20 maximum per semester) at Wayne State College for fiscal years 2018 and 2017, respectively. Student fee revenue generated through this per credit facilities fee was \$3,399,559, \$3,315,525 and \$3,264,446 for fiscal years 2019, 2018 and 2017, respectively. The overall increase in facilities fee revenue from 2017 to 2019 was \$135,113 or 4.14%.

Overall Program occupancy of residence halls for fiscal year 2019 slightly increased with a 67% combined occupancy rate for the fall semester and increased slightly with a 61% combined occupancy rate for the spring semester. In 2018 and 2017, respectively, the combined occupancy rates for the fall semester were 66% and 67% and for the spring semester were 59% and 58%.

***Using the Financial Statements***

The financial statements of the Program include the statements of net position; the statements of revenues, expenses and changes in net position; and the statements of cash flows. These statements are prepared in accordance with Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*, as amended by GASB Statement No. 35, *Basic Financial Statements – and Management's Discussion and Analysis – for Public Colleges and Universities*. The statements are presented on a combined basis to focus on the revenue-producing activities and the trustee accounts of the Program as a single reporting entity.

The statements of net position include the operating facilities of the Program and the related trustee accounts of the respective bond issues. The statements of revenues, expenses and changes in net position depict the combined operating revenues and expenses of the Program, which, when combined with the nonoperating revenues and expenses, provide resources for debt service as well as the purchase, construction and renovation of the designated facilities. The statements of cash flows show the sources and uses of cash from operations, investing activities and capital and other financing activities.



**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Management's Discussion and Analysis**  
**Years Ended June 30, 2019 and 2018**

**The Statements**

Condensed statements are presented below in an all-inclusive format for the Program for the fiscal years ended June 30, 2019, 2018 and 2017.

Current assets consist of resources held by the bond trustee that are designated or restricted by the bond covenants for current maturities of bonds and related interest. Noncurrent assets are primarily capital assets that are presented net of accumulated depreciation of \$37,640,518, \$35,533,868 and \$33,680,090 at June 30, 2019, 2018 and 2017, respectively, and resources held by the bond trustee for debt service and Program expenditures.

Current liabilities comprise accounts and accrued interest payable and amounts due the next year for accrued compensated absences, capital lease payable, bond obligations payable and unearned revenues. Noncurrent liabilities represent accrued compensated absences, capital lease obligations due after one year and bond obligations due after one year along with the noncurrent portion of unearned revenue related to longevity bonus revenues and investment (improvement) revenues from food service and/or vending contractors.

The classification of net position includes amounts restricted for debt service of \$2,197,545, \$2,085,398, and \$1,768,620 as of June 30, 2019, 2018 and 2017, respectively. These amounts include bond reserves.

**Condensed Statements of Net Position**

	<b>2019</b>	<b>2018</b>	<b>2017</b>
<b>Assets</b>			
Current assets	\$ 18,492,868	\$ 18,189,205	\$ 17,602,050
Noncurrent assets	57,289,961	59,319,462	63,359,844
Total assets	<u>75,782,829</u>	<u>77,508,667</u>	<u>80,961,894</u>
<b>Deferred Outflows of Resources</b>	<u>32,180</u>	<u>35,959</u>	<u>39,737</u>
<b>Liabilities</b>			
Current liabilities	4,319,671	3,813,688	5,949,450
Noncurrent liabilities	38,450,009	40,580,450	42,939,927
Total liabilities	<u>42,769,680</u>	<u>44,394,138</u>	<u>48,889,377</u>
<b>Net Position</b>			
Net investment in capital assets	16,980,052	16,926,490	18,000,511
Restricted for			
Debt service	2,197,545	2,085,398	1,768,620
By enabling legislation	13,867,732	14,138,600	12,343,123
Total net position	<u>\$ 33,045,329</u>	<u>\$ 33,150,488</u>	<u>\$ 32,112,254</u>

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Management's Discussion and Analysis**  
**Years Ended June 30, 2019 and 2018**

The condensed statements of revenues, expenses and changes in net position depict the combined financial activities of the Program. The operating income provides resources to pay debt service on bond obligations. The operating income is net of depreciation of \$2,113,292, \$2,016,932, and \$1,606,390 for the years ended June 30, 2019, 2018 and 2017, respectively.

**Condensed Statements of Revenues, Expenses and Changes in Net Position**

	<b>2019</b>	<b>2018</b>	<b>2017</b>
<b>Operating Revenues</b>			
Rentals	\$ 8,419,992	\$ 7,703,203	\$ 7,377,973
Food service	8,646,810	8,727,143	8,611,546
Facilities	3,399,559	3,315,525	3,264,446
Bookstore	177,635	183,229	202,085
Other	264,391	299,567	290,311
Total operating revenues	<u>20,908,387</u>	<u>20,228,667</u>	<u>19,746,361</u>
<b>Operating Expenses</b>			
Food service	5,707,318	5,483,374	5,890,745
Other	14,643,519	12,849,699	12,997,771
Total operating expenses	<u>20,350,837</u>	<u>18,333,073</u>	<u>18,888,516</u>
<b>Operating Income</b>	557,550	1,895,594	857,845
<b>Nonoperating Revenue (Expenses)</b>	<u>(662,709)</u>	<u>(857,360)</u>	<u>(403,086)</u>
<b>Increase (Decrease) in Net Position</b>	(105,159)	1,038,234	454,759
<b>Net Position, Beginning of Year</b>	<u>33,150,488</u>	<u>32,112,254</u>	<u>31,657,495</u>
<b>Net Position, End of Year</b>	<u><u>\$ 33,045,329</u></u>	<u><u>\$ 33,150,488</u></u>	<u><u>\$ 32,112,254</u></u>

**Capital Assets and Debt Administration**

As of June 30, 2019, the Program had recorded \$53.8 million in the carrying value of capital assets. This includes land, buildings and improvements, equipment, and infrastructure, and is net of accumulated depreciation. This was a decrease of \$2.0 million from the previous year.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Management's Discussion and Analysis**  
**Years Ended June 30, 2019 and 2018**

The following table details the capital asset totals at fiscal year-end for 2019 and 2018. More detailed information is available in the notes to the financial statements.

	<u>2019</u>	<u>2018</u>
Land	\$ 498,649	\$ 498,649
Buildings and improvements	89,149,777	89,149,777
Equipment	1,211,168	1,130,061
Infrastructure	617,129	617,129
Construction in progress	-	62
Accumulated depreciation	<u>(37,640,518)</u>	<u>(35,533,868)</u>
 Total	 <u>\$ 53,836,205</u>	 <u>\$ 55,861,810</u>

During fiscal year 2017, one refunding revenue bond issuance occurred. On December 19, 2016, the Program settled \$2,865,000 in Student Fee and Facilities Revenue Refunding Bonds, Series 2016C to current refund Series 2011 Bonds. Refunding of the Series 2011 Bonds resulted in a present value savings of \$407,674 to Peru State College.

No new debt was issued during fiscal year 2018 or 2019.

At the end of fiscal years 2019, 2018 and 2017, the Program had \$40,350,000, \$42,410,000 and \$44,150,000, respectively, in outstanding debt. Debt service repayment will be entirely through charges for services and facility fees. Debt service payments and debt refundings decreased bonds payable by \$2,060,000 in 2019, \$1,740,000 in 2018 and \$4,305,000 in 2017.

***Economic Outlook and Subsequent Events That Will Affect the Future***

It is management's belief that the Program will continue to realize revenues sufficient to cover debt service. Each College budgets expenses prudently while allocating sufficient funds to adequately repair and maintain the facilities so that services can be offered at competitive prices to students.

Upcoming revenue bond and contingency maintenance projects include: Chadron State College Andrews Hall Lighting Upgrade, Crites Hall ADA Ramp, Eagle Ridge Drainage System, High Rise Dorm Plumbing and Mechanical Room/Infrastructure Upgrades, Revenue Bond Buildings Asbestos Abatement, Entrance Upgrades, Envelope Repair, Furnishings and Mechanical Room/Infrastructure Upgrades, and Student Center Flooring & Lighting Upgrades & Specialty Equipment; Peru State College Clayburn-Matthews Electrical Upgrades, Davidson-Palmer Electrical Upgrades, and Nicholas-Pate Electrical Upgrades; Wayne State College Anderson Hall Door/Hardware & Restroom Upgrades, Berry Hall Hot Water Heater Replacement, Campus Grounds Upgrades & Equipment, Food Service Repairs & Equipment, Morey Hall Fire Sprinklers & Restroom Upgrades, Natatorium Tuckpointing & Roof Replacement, Rec Center, Residence Halls and Student Center Equipment/Repairs/Furniture/Flooring, Student Center Atrium Windows & HVAC Upgrades, and Terrace Hall Air Conditioning & Electrical Upgrades.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Management's Discussion and Analysis**  
**Years Ended June 30, 2019 and 2018**

***Additional Information***

For additional information with respect to the management's discussion and analysis or for information concerning the financial statements, please contact:

Carolyn Murphy  
Vice Chancellor for Finance and Administration  
1327 H Street, Suite 200  
Lincoln, Nebraska 68508 or  
cmurphy@nscs.edu

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Statements of Net Position**  
**June 30, 2019 and 2018**

<b>Assets and Deferred Outflows of Resources</b>	<b>2019</b>	<b>2018</b>
<b>Current Assets</b>		
Restricted cash and cash equivalents	\$ 17,950,240	\$ 17,766,105
Accounts receivable, net	346,224	331,897
Interest receivable	38,376	31,394
Prepaid expenses and other charges	52,069	3,009
Other receivables	105,959	56,800
Total current assets	<u>18,492,868</u>	<u>18,189,205</u>
<b>Noncurrent Assets</b>		
Restricted cash and cash equivalents	2,715,085	2,138,358
Investments held by trustee-restricted	738,017	1,319,294
Prepaid expenses and other charges	654	-
Capital assets, net of accumulated depreciation	53,836,205	55,861,810
Total noncurrent assets	<u>57,289,961</u>	<u>59,319,462</u>
Total assets	<u>75,782,829</u>	<u>77,508,667</u>
<b>Deferred Outflows of Resources</b>		
Unamortized bond refunding amount, net	32,180	35,959
Total deferred outflows of resources	<u>32,180</u>	<u>35,959</u>
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Accounts payable and accrued liabilities	1,558,937	703,130
Accrued compensated absences	23,749	26,937
Unearned revenue	51,187	396,978
Interest payable	576,697	591,768
Capital lease payable-current portion	-	30,774
Revenue bonds payable-current portion	2,105,000	2,060,000
Other	4,101	4,101
Total current liabilities	<u>4,319,671</u>	<u>3,813,688</u>
<b>Noncurrent Liabilities</b>		
Accrued compensated absences	213,737	242,431
Revenue bonds payable, net of current portion	38,236,272	40,338,019
Total noncurrent liabilities	<u>38,450,009</u>	<u>40,580,450</u>
Total liabilities	<u>42,769,680</u>	<u>44,394,138</u>
<b>Net Position</b>		
Net investment in capital assets	16,980,052	16,926,490
Restricted		
Expendable		
Debt service	2,197,545	2,085,398
By enabling legislation	13,867,732	14,138,600
Total net position	<u>\$ 33,045,329</u>	<u>\$ 33,150,488</u>

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Statements of Revenues, Expenses and Changes in Net Position**  
**Years Ended June 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
<b>Operating Revenues</b>		
Rentals	\$ 8,419,992	\$ 7,703,203
Food service	8,577,506	8,657,907
Food service commission	69,304	69,236
Facilities fees	3,399,559	3,315,525
Application fee	73,642	69,400
Bookstore	177,635	183,229
Parking permits	16,776	17,096
Vending	45,095	71,774
Recreation center	1,291	1,340
Other	127,587	139,957
	<u>20,908,387</u>	<u>20,228,667</u>
Total operating revenues		
<b>Operating Expenses</b>		
Compensation and benefits	4,209,830	4,536,366
Contractual services	1,586,727	908,907
Supplies, materials and other	1,537,281	1,154,351
Depreciation	2,113,292	2,016,932
Utilities	1,856,415	1,840,526
Repairs and maintenance	3,226,947	2,283,163
Communications	113,027	109,454
Food service	5,707,318	5,483,374
	<u>20,350,837</u>	<u>18,333,073</u>
Total operating expenses		
<b>Operating Income</b>	<u>557,550</u>	<u>1,895,594</u>
<b>Nonoperating Revenue (Expenses)</b>		
Investment income	489,693	331,869
Interest expense	(1,160,583)	(1,191,121)
Gain on disposal of asset	8,181	-
Other	-	1,892
	<u>(662,709)</u>	<u>(857,360)</u>
Net nonoperating expenses		
<b>Increase (Decrease) in Net Position</b>	(105,159)	1,038,234
<b>Net Position, Beginning of Year</b>	<u>33,150,488</u>	<u>32,112,254</u>
<b>Net Position, End of Year</b>	<u>\$ 33,045,329</u>	<u>\$ 33,150,488</u>

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Statements of Cash Flows**  
**Years Ended June 30, 2019 and 2018**

	<u>2019</u>	<u>2018</u>
<b>Operating Activities</b>		
Rentals	\$ 8,467,894	\$ 7,666,647
Food service	8,224,313	8,372,329
Food service commission	66,376	78,900
Facilities fees	3,427,387	3,309,783
Application fee	73,692	69,485
Bookstore	174,664	170,016
Parking permits	16,776	17,096
Vending	27,962	52,393
Recreation center	1,291	1,340
Payments to vendors	(13,373,782)	(13,065,664)
Payments to employees	(4,226,760)	(4,549,246)
Other	155,963	176,425
	<u>3,035,776</u>	<u>2,299,504</u>
Net cash provided by operating activities		
<b>Capital and Related Financing Activities</b>		
Purchase of capital assets	(89,068)	(2,285,734)
Disposal of capital assets	9,562	-
Principal paid on bonds payable	(2,060,000)	(1,740,000)
Principal paid on capital lease	(30,774)	(33,148)
Interest paid on capital lease and bonds payable	(1,168,623)	(1,196,668)
Other	-	1,892
	<u>(3,338,903)</u>	<u>(5,253,658)</u>
Net cash used in capital and related financing activities		
<b>Investing Activities</b>		
Sale of investment	602,259	-
Investment income	461,730	353,548
	<u>1,063,989</u>	<u>353,548</u>
Net cash provided by investing activities		
<b>Change in Cash and Cash Equivalents</b>	760,862	(2,600,606)
<b>Cash and Cash Equivalents, Beginning of Year</b>	<u>19,904,463</u>	<u>22,505,069</u>
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 20,665,325</u>	<u>\$ 19,904,463</u>
<b>Reconciliation of Cash and Cash Equivalents to the Statements of Net Position</b>		
Restricted cash and cash equivalents - current	\$ 17,950,240	\$ 17,766,105
Restricted cash and cash equivalents - noncurrent	<u>2,715,085</u>	<u>2,138,358</u>
Total cash and cash equivalents	<u>\$ 20,665,325</u>	<u>\$ 19,904,463</u>



**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Statements of Cash Flows - Continued**  
**Years Ended June 30, 2019 and 2018**

	2019	2018
<b>Reconciliation of Operating Income to Net Cash</b>		
<b>Provided by Operating Activities</b>		
Operating income	\$ 557,550	\$ 1,895,594
Depreciation expense	2,113,292	2,016,932
Changes in operating assets and liabilities		
Accounts receivable	(63,486)	(77,481)
Prepays	(49,714)	457
Unearned revenue	(345,791)	(246,808)
Accounts payable and accrued liabilities	850,499	(1,286,525)
Accrued compensated absences	(26,574)	(3,796)
Other assets and liabilities	-	1,131
	<u>\$ 3,035,776</u>	<u>\$ 2,299,504</u>
<b>Net Cash Provided by Operating Activities</b>		

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 1: Description of the Entity and Program**

The Board of Trustees (the Board) of the Nebraska State Colleges System (NSCS) was established in 1919 under a provision of the state constitution. The Board has seven members, six of whom are appointed by the governor to six-year terms with legislative approval. The Nebraska Commissioner of Education serves as an ex-officio member. The Board is responsible for policy and oversight of Nebraska's three state Colleges: Chadron State College (established in 1911), Peru State College (established in 1867) and Wayne State College (established in 1910).

The Board, for the benefit of the Nebraska State Colleges, issues bonds to finance the construction, repair and maintenance of revenue bond buildings owned and operated by the three state Colleges (the Colleges). The Student Fees and Facilities Revenue and Refunding Bond Program (the Program) provides funding for general operations as well as funding for various construction and renovation projects as specified by the individual bond documents. The Program is designed to provide greater flexibility to finance revenue bond projects at the three Colleges. The current revenue bond master resolution was approved in 2002 by the Board.

**Note 2: Basis of Presentation**

The accompanying financial statements of the Program, which include Bond Series 2012, 2013, 2014, 2015 and 2016, have been prepared in accordance with U.S. generally accepted accounting principles, as prescribed by the Governmental Accounting Standards Board (GASB) using the accrual basis of accounting. Revenues, expenses, gains, losses, assets, deferred outflows of resources, liabilities and deferred inflows of resources resulting from exchange and exchange-like transactions are recognized when the exchange transaction takes place. Revenues, expenses, gains, losses, assets, deferred outflows of resources, liabilities and deferred inflows of resources resulting from nonexchange activities are recognized when all applicable eligibility requirements are met. Nonexchange transactions that are not program specific, investment income and interest on capital asset-related debt are included in nonoperating revenues and expenses.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 3: Summary of Significant Accounting Policies**

***Cash and Cash Equivalents***

Cash and cash equivalents held by the Nebraska State Treasurer are deposited on a pooled basis in a State fund or held by the bond trustee in money market accounts with brokers. Income earned by the pool is allocated to the Program based upon average daily balances. From time to time, the Nebraska State Investment Officer, as allowed by statute, participates in securities lending transactions, which make use of amounts on deposit from the Program. Securities lending transactions cannot be specifically identified as amounts on deposit from the Program and, as such, are not included in the financial statements for the years ended June 30, 2019 and 2018.

The Program considers all liquid investments with original maturities of three months or less to be cash equivalents. At June 30, 2019 and 2018, cash equivalents consisted of money market accounts held by the bond trustee and pooled funds invested by the Nebraska State Investment Officer. All amounts are considered restricted, either for debt service or by enabling legislation.

***Investments and Investment Income***

All investments are carried at fair value. Fair value is determined using quoted market prices. Investment income consists of dividend income and the net change for the year in the fair value of investments carried at fair value.

***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and deferred inflows and outflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expense and other changes in net position during the reporting period. Actual results could differ from those estimates.

***Accounts Receivable***

The Program's accounts receivable consist primarily of charges for student room and board and facilities fees, charges for room and board for various summer camps, a guaranteed bookstore commission and vending contract receivable. The accounts receivable for charges for student room and board and facilities fees are recorded net of estimated uncollectible amounts. The allowance for uncollectible amounts was \$358,449 and \$440,891 at June 30, 2019 and 2018, respectively. Management does not believe an allowance for doubtful accounts is necessary for the other accounts receivable at June 30, 2019 and 2018.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 3: Summary of Significant Accounting Policies - Continued**

***Capital Assets***

The Program's capital assets are recorded at cost as of the date of acquisition, or acquisition value at the date of donation if acquired by gift. The Program follows the capitalization policy set forth by the Board for the NSCS. Generally, equipment that has a cost in excess of \$5,000 at the date of acquisition and has an expected useful life of two or more years is capitalized. Also, all land, buildings, infrastructure and construction in progress are capitalized if they are expected to meet the Program's capitalization threshold as dictated by the capitalization policy. Prior to fiscal year 2018, interest cost incurred during the construction phase of capital assets was included as part of the capitalized value of the assets constructed. For 2018, NSCS adopted GASB 89 *Accounting for Interest Cost Incurred before the End of a Construction Period*, which requires such costs to be expensed in the period incurred. GASB 89 provisions have been applied prospectively in accordance with the transition provisions of the pronouncement. Art objects, specimens, artifacts and collections are expensed so long as the items meet three conditions in accordance with GASB 34. Asset depreciation is computed using the straight-line method over the estimated useful life of each asset beginning with the month of purchase. The following estimated useful lives are being used by the NSCS:

Buildings and improvements	25-50 years
Infrastructure	10-30 years
Furniture, fixtures and equipment	3-10 years

***Compensated Absences***

The NSCS's policies permit most employees to accumulate vacation benefits. Staff earn 12 to 25 days of vacation each year and may accrue vacation up to the maximums established in Board policy and/or in the respective bargaining agreements. An employee's accrued vacation is paid out to the employee upon termination. Expense and the related liability are recognized as vacation benefits when earned whether the employee is expected to realize the benefit as time off or cash. In addition, professional and support staff receive a cash payment of one-fourth of accrued sick leave upon retirement from the NSCS. Expense and the related liability for sick leave benefits are recognized when earned to the extent the employee is expected to realize the benefit in cash determined using the termination payment method. Sick leave benefits expected to be realized as paid time off are recognized as an expense when the time off occurs.

***Unearned Revenue***

Unearned revenue represents facilities fees collected in advance for the summer term for which the College has not met all the applicable eligibility requirements and longevity bonus revenues and investment (improvement) revenues from food service and/or vending contractors, which are being amortized over the life of the contracts.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 3: Summary of Significant Accounting Policies - Continued**

***Income Taxes***

As a state institution, the income of the NSCS and the Program is generally exempt from federal and state income taxes under Section 115(a) of the Internal Revenue Code and provisions of state law. However, the NSCS and the Program is subject to federal income tax on any unrelated business taxable income.

***Deferred Outflows of Resources and Deferred Inflows of Resources***

A deferred outflow of resources is a consumption of net position by the Program that is applicable to a future reporting period and a deferred inflow of resources is an acquisition of net position by the Program that is applicable to a future reporting period. Both deferred inflows and outflows are reported in the statements of net position but are not recognized in the financial statements as revenues and expenses until the period(s) to which they relate. Deferred outflows of resources of the Program consist of unamortized bond refunding amounts. The Program has no deferred inflows of resources as of June 30, 2019 and 2018.

***Classification of Revenues and Expenses***

The Program has classified its revenues and expenses as either operating or nonoperating according to the following criteria:

Operating revenues include activities that have the characteristics of exchange transactions, such as 1) student tuition and fees, net of waivers and 2) sales and services of auxiliary enterprises. Operating expenses represent the full cost of providing the services and goods associated with operating revenues. These expenses are accrued when incurred and measurable.

Nonoperating revenues include activities that have the characteristics of nonexchange transactions, such as gifts and contributions and investment income. Nonoperating expenses include debt service expenses.

***Application of Restricted and Unrestricted Resources***

When both restricted and unrestricted resources are available for use, it is the Program's policy to use restricted resources first, and then unrestricted resources as they are needed.

***Net Position***

Net position of the Program is required to be classified into three components – net investment in capital assets, restricted and unrestricted. The Program has no unrestricted net position component as any Program revenues not restricted by other sources are restricted for the purpose of the operation and maintenance of the Program per enabling legislation. The Program's net position is classified as follows:

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 3: Summary of Significant Accounting Policies - Continued**

***Net Position - Continued***

The net investment in capital assets component of net position represents the total investment in capital assets, net of accumulated depreciation and outstanding debt obligations related to the acquisition, construction or improvement of those capital assets. Deferred outflows and inflows of resources that are attributable to the acquisition, construction or improvement of those assets, if any, are included in this component of net position. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets.

The restricted expendable component of net position consists of constraints placed on net position use through external constraints imposed by creditors (such as through debt covenants), contributors, or law or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

***Waivers***

Room and board are reported net of institutional waiver allowances in the statements of revenues, expenses and changes in net position. The institutional waivers on room and board for the Program for the years ended June 30, 2019 and 2018, were approximately \$2,174,000 and \$2,038,000, respectively.

**Note 4: Deposits, Investments and Investment Income**

***Deposits***

All Program deposits are either insured or collateralized. By state statute, the State Treasurer is required to ensure that all state funds are either insured by the Federal Deposit Insurance Corporation (FDIC), collateralized by securities held by the cognizant Federal Reserve Bank or invested in U.S. government obligations. The Program's deposits with the State Treasurer are pooled with the funds of other state agencies and then, in accordance with statutory limitations, deposited in banks or invested as the State Treasurer may determine. Interest on funds held by the State Treasurer is periodically disbursed to the participating agencies. These funds are considered to be cash and cash equivalents which are available for expenditures as needed.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 4: Deposits, Investments and Investment Income - Continued**

***Deposits - Continued***

At June 30, 2019 and 2018, cash and cash equivalents of \$12,236,286 and \$11,933,127 on the statements of net position represents the Program's equity position in the State Treasurer's Short-term Investment Pool (STIP) funds. Additional information on the deposit and investment risk associated with STIP funds may be obtained from the State of Nebraska's Comprehensive Annual Financial Report (CAFR). An electronic version of this report is available by accessing the Nebraska Auditor of Public Accounts website ([www.auditor.nebraska.gov](http://www.auditor.nebraska.gov)) and clicking "APA Reports Issued."

***Cash Equivalents***

At June 30, 2019 and 2018, the Program has money market mutual funds and cash accounts held by the bond trustee totaling \$8,429,039 and \$7,971,336, respectively, which were entirely covered by collateral in the trustee's name. All money market mutual funds are redeemable in full immediately and are shown as restricted cash and cash equivalents in the statements of net position as they are held for the Program's debt service and expenditures. The money market mutual funds are rated AAAM by S&P and Aaa-mf by Moody's.

***Investments***

Management of Program funds is delegated to the bond trustee as appointed by the Board. The bond trustee invests Program funds in accordance with the bond resolution.

At June 30, 2019, the Program had the following investments and maturities:

	Fair Value	Maturities in Years		
		Less than 1	1-5	6-10
Investment type				
Fixed income				
Negotiable certificates of deposit	\$ 738,017	\$ -	\$ 738,017	\$ -
Total	<u>\$ 738,017</u>	<u>\$ -</u>	<u>\$ 738,017</u>	<u>\$ -</u>



**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 4: Deposits, Investments and Investment Income - Continued**

At June 30, 2018, the Program had the following investments and maturities:

Investment type	Fair Value	Maturities in Years		
		Less than 1	1-5	6-10
Debt securities				
Federal National Mortgage Association	\$ 602,259	\$ -	\$ 602,259	\$ -
Fixed income				
Negotiable certificates of deposit	717,035	-	717,035	-
Total	<u>\$ 1,319,294</u>	<u>\$ -</u>	<u>\$ 1,319,294</u>	<u>\$ -</u>

The Program categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

All debt securities are classified in Level 1 of the fair value hierarchy and are valued using prices quoted in active markets for those securities. Negotiable certificates of deposit are classified in Level 2 of the fair value hierarchy description of valuation technique and are valued using quoted prices for markets that are not active.

*Interest Rate Risk.* The Program does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

*Credit Risk.* The bond resolution allows investment of Program funds in various securities and obligations including U.S. government and U.S. agency obligations; bank demand deposits; bonds, notes or other obligations of any agency or instrumentality of the U.S.; bank repurchase agreements; shares of any open-end diversified management investment company; or within the State Treasurer's Short Term Investment Pool (STIP). The Program's investments in negotiable certificates of deposit are unrated.

*Concentration of Credit Risk.* The Program places no limit on the amount that may be invested in any one issuer. At June 30, 2018, the Program's investments were in one debt issuer. As of June 30, 2019 and 2018, the Program's investments in negotiable certificates of deposit were in two issuers.

*Custodial Risk.* For an investment, custodial risk is the risk that, in the event of failure of the counterparty, the Program will not be able to recover the value of its investments that are in the possession of an outside party. The Program does not have a formal policy for custodial credit risk. All securities are held by the investment's counterparty, not in the name of the Program.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 5: Capital Assets**

The Program's capital assets activity for the year ended June 30, 2019, was:

	Beginning Balance	Additions	Disposals	Transfers	Ending Balance
<b>Assets</b>					
Land	\$ 498,649	\$ -	\$ -	\$ -	\$ 498,649
Building and improvements	89,149,777	-	-	-	89,149,777
Equipment	1,130,061	89,068	(7,961)	-	1,211,168
Infrastructure	617,129	-	-	-	617,129
Construction in progress	62	-	(62)	-	-
Total assets	91,395,678	89,068	(8,023)	-	91,476,723
<b>Accumulated depreciation</b>					
Building and improvements	34,529,304	1,980,608	-	-	36,509,912
Equipment	741,446	94,667	(6,642)	-	829,471
Infrastructure	263,118	38,017	-	-	301,135
Total accumulated depreciation	35,533,868	2,113,292	(6,642)	-	37,640,518
Net capital assets	\$ 55,861,810	\$ (2,024,224)	\$ (1,381)	\$ -	\$ 53,836,205

The Program's capital assets activity for the year ended June 30, 2018, was:

	Beginning Balance	Additions	Disposals	Transfers	Ending Balance
<b>Assets</b>					
Land	\$ 498,649	\$ -	\$ -	\$ -	\$ 498,649
Building and improvements	68,268,333	-	(152,074)	21,033,518	89,149,777
Equipment	1,044,672	96,469	(11,080)	-	1,130,061
Infrastructure	617,129	-	-	-	617,129
Construction in progress	20,021,083	1,012,497	-	(21,033,518)	62
Total assets	90,449,866	1,108,966	(163,154)	-	91,395,678
<b>Accumulated depreciation</b>					
Building and improvements	32,817,607	1,863,771	(152,074)	-	34,529,304
Equipment	637,382	115,144	(11,080)	-	741,446
Infrastructure	225,101	38,017	-	-	263,118
Total accumulated depreciation	33,680,090	2,016,932	(163,154)	-	35,533,868
Net capital assets	\$ 56,769,776	\$ (907,966)	\$ -	\$ -	\$ 55,861,810

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 6: Long-Term Liabilities**

The following is a summary of long-term obligation transactions for the Program for the year ended June 30, 2019:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Deductions</b>	<b>Ending Balance</b>	<b>Current Portion</b>
Accrued compensated absences	\$ 269,368	\$ 8,016	\$ (39,898)	\$ 237,486	\$ 23,749
Capital lease payable	30,774	-	(30,774)	-	-
Bonds payable	42,410,000	-	(2,060,000)	40,350,000	2,105,000
Bond premium, net of accumulated amortization	199,070	-	(8,901)	190,169	-
Bond discount, net of accumulated amortization	(211,051)	-	12,154	(198,897)	-
<b>Total long-term liabilities</b>	<b>\$ 42,698,161</b>	<b>\$ 8,016</b>	<b>\$ (2,127,419)</b>	<b>\$ 40,578,758</b>	<b>\$ 2,128,749</b>

The following is a summary of long-term obligation transactions for the Program for the year ended June 30, 2018:

	<b>Beginning Balance</b>	<b>Additions</b>	<b>Deductions</b>	<b>Ending Balance</b>	<b>Current Portion</b>
Accrued compensated absences	\$ 290,197	\$ 25,000	\$ (45,829)	\$ 269,368	\$ 26,937
Capital lease payable	63,922	-	(33,148)	30,774	30,774
Bonds payable	44,150,000	-	(1,740,000)	42,410,000	2,060,000
Bond premium, net of accumulated amortization	207,971	-	(8,901)	199,070	-
Bond discount, net of accumulated amortization	(223,206)	-	12,155	(211,051)	-
<b>Total long-term liabilities</b>	<b>\$ 44,488,884</b>	<b>\$ 25,000</b>	<b>\$ (1,815,723)</b>	<b>\$ 42,698,161</b>	<b>\$ 2,117,711</b>

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
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**Note 7: Revenue and Refunding Bonds Outstanding**

Under the bond resolutions for the Student Fees and Facilities Revenue and Refunding Bond Program, revenues and earnings derived from operations of all revenue facilities and special student fees are pledged for payment of the principal and interest amount of the bonds. The bonds are not obligations of the State of Nebraska, and no tax funds shall be appropriated for payment of principal and interest.

The official statements define an event of default as missing principal and/or interest payments, discontinuation, unreasonable delay, or failure to construct the Project or acquire the facility, promptly repair destroyed or damaged buildings and facilities, or the Board become insolvent. In the event of such default, the outstanding bonds contain a provision stating that the registered owners of 25% of the aggregate principal amount of the Bonds then outstanding may declare the principal of all bonds then outstanding to be due and payable immediately.

***Student Fees and Facilities Revenue Refunding Bonds Series 2012***

In April 2012, the Board authorized the issuance of \$8,750,000 of Student Fees and Facilities Revenue Refunding Bonds Series 2012 (Series 2012A - \$6,045,000 and Series 2012B - \$2,705,000). The purpose of the issuance was to redeem in full the outstanding principal amount of the Student Fees and Facilities Revenue and Refunding Bonds Series 2002.

On July 1, 2012, the net proceeds from Series 2012 bonds were used to redeem the Series 2002 bonds. This advanced refunding reduced total debt service payments over the remaining 15 years by \$2,264,673. Bond refunding resulted in an estimated economic gain of \$1,515,352. The difference between the reacquisition price and the net carrying amount of the old debt has been deferred and is amortized over the remaining life of the new debt, which is same as the life of the refunded debt.

Bonds outstanding as of June 30, 2019 and 2018, totaled \$5,480,000 and \$6,040,000, respectively, and consisted of Series 2012A (Wayne State College Project - \$3,785,000 and \$4,170,000, respectively) and Series 2012B (Peru State College Project - \$1,695,000 and \$1,870,000, respectively). Annual principal installments are due on July 1. Series 2012A annual installments range from \$385,000 to \$460,000 through July 1, 2027, with interest rates ranging from 1.00% to 3.20%. Series 2012B annual installments range from \$175,000 to \$205,000 through July 1, 2027, with interest rates ranging from 1.25% to 3.20%.

Bonds maturing on or after July 1, 2018, are able to be redeemed, in part or in whole, on or after July 1, 2017.

***Student Fees and Facilities Revenue Bonds Series 2013***

In September 2012, the Board authorized the issuance of \$7,735,000 of Student Fees and Facilities Revenue Bonds Series 2013. The purpose of the issuance was to finance the construction of Chadron State's Eagle Ridge housing and maintenance to several revenue bond building roofs.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
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**Note 7: Revenue and Refunding Bonds Outstanding - Continued**

***Student Fees and Facilities Revenue Bonds Series 2013 - Continued***

Bonds outstanding as of June 30, 2019 and 2018, totaled \$6,305,000 and \$6,665,000, respectively. Annual principal installments are due on July 1 in variable amounts ranging from \$360,000 to \$435,000 through July 1, 2028, and term bonds of \$2,360,000 due on July 1, 2033, with mandatory sinking fund redemption payments ranging from \$445,000 to \$500,000, with interest ranging from 1.05% to 3.00%.

Bonds maturing on or after July 1, 2018, are able to be redeemed, in part or in whole, on or after January 3, 2018.

***Student Fees and Facilities Revenue Refunding Bonds Series 2014***

In April 2014, the Board authorized the issuance of \$4,270,000 of Student Fees and Facilities Revenue Refunding Bonds Series 2014. The purpose of the issuance was to redeem in full the outstanding principal amount of the Student Fees and Facilities Revenue Bonds Series 2003A.

On June 5, 2014, the net proceeds from Series 2014 bonds were used to redeem the Series 2003A bonds. This current refunding reduced total debt service payments over the remaining 14 years by \$1,085,523. Bond refunding resulted in an estimated economic gain of \$654,661. The difference between the reacquisition price and the net carrying amount of the old debt has been deferred and is amortized over the remaining life of the new debt, which is same as the life of the refunded debt.

Bonds outstanding as of June 30, 2019 and 2018, totaled \$3,175,000 and \$3,455,000, respectively. Annual principal installments are due on July 1 in variable amounts ranging from \$280,000 to \$360,000 through July 1, 2028, with interest ranging from 2.00% to 4.00%.

Bonds maturing on or after July 1, 2020, are able to be redeemed, in part or in whole, on or after July 1, 2019.

***Student Fees and Facilities Revenue Bonds Series 2015***

In November 2015, the Board authorized the issuance of \$8,935,000 of Student Fees and Facilities Revenue Bonds Series 2015. The purpose of the issuance was to finance improvements to Peru State's Delzell Hall.

Bonds outstanding as of June 30, 2019 and 2018, totaled \$8,725,000 and \$8,935,000, respectively. Annual principal installments are due on July 1 in variable amounts ranging from \$210,000 to \$280,000 through July 1, 2031, term bonds of \$1,550,000 due on July 1, 2036, with mandatory sinking fund redemption payments ranging from \$290,000 to \$330,000, term bonds of \$1,840,000 due on July 1, 2041, with mandatory sinking fund redemption payments ranging from \$340,000 to \$395,000 and term bonds of \$2,205,000 due on July 1, 2046, with mandatory sinking fund redemption payments ranging from \$410,000 to \$475,000, with interest ranging from 1.10% to 3.75%.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 7: Revenue and Refunding Bonds Outstanding - Continued**

***Student Fees and Facilities Revenue Bonds Series 2015 - Continued***

Bonds maturing on or after July 1, 2026, are able to be redeemed, in part or in whole, on or after July 1, 2025.

***Student Fees and Facilities Revenue Bonds Series 2016***

In November 2015, the Board authorized the issuance of \$11,270,000 of Student Fees and Facilities Revenue Bonds Series 2016. The purpose of the issuance was to finance improvements to Wayne State's Bowen Hall.

Bonds outstanding as of June 30, 2019 and 2018, totaled \$10,815,000 and \$11,045,000, respectively. Annual principal installments are due on July 1 in variable amounts ranging from \$230,000 to \$355,000 through July 1, 2031, term bonds of \$1,965,000 due on July 1, 2036, with mandatory sinking fund redemption payments ranging from \$370,000 to \$420,000, term bonds of \$2,305,000 due on July 1, 2041, with mandatory sinking fund redemption payments ranging from \$430,000 to \$495,000 and term bonds of \$2,735,000 due on July 1, 2046, with mandatory sinking fund redemption payments ranging from \$510,000 to \$585,000, with interest ranging from 3.00% to 5.00%.

Bonds maturing on or after July 1, 2026, are able to be redeemed, in part or in whole, on or after January 1, 2026.

***Student Fees and Facilities Revenue Refunding Bonds Series 2016B***

In January 2016, the Board authorized the issuance of \$3,810,000 of Student Fees and Facilities Revenue Refunding Bonds Series 2016B. The purpose of the issuance was to redeem in full the outstanding principal amount of the Student Fees and Facilities Revenue Bonds Series 2010.

On March 18, 2016, the net proceeds from Series 2016B bonds were used to redeem the Series 2010 bonds. This current refunding reduced total debt service payments over the remaining 14 years by \$611,743. Bond refunding resulted in an estimated economic gain of \$380,673. The reacquisition price equaled the net carrying amount of the old debt and therefore no amount was required to be deferred and amortized.

Bonds outstanding as of June 30, 2019 and 2018, totaled \$3,250,000 and \$3,495,000, respectively. Annual principal installments are due on July 1 in variable amounts ranging from \$245,000 to \$300,000 through July 1, 2030, with interest ranging from 1.00% to 2.80%.

Bonds maturing on or after July 1, 2021, are able to be redeemed, in part or in whole, on or after March 18, 2021.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
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**Note 7: Revenue and Refunding Bonds Outstanding - Continued**

***Student Fees and Facilities Revenue Refunding Bonds Series 2016C***

In November 2016, the Board authorized the issuance of \$2,865,000 of Student Fees and Facilities Revenue Refunding Bonds Series 2016C. The purpose of the issuance was to redeem in full the outstanding principal amount of the Student Fees and Facilities Revenue Bonds Series 2011.

On December 19, 2016, the net proceeds from Series 2016C bonds were used to redeem the Series 2011 bonds. This current refunding reduced total debt service payments over the remaining 14 years by \$604,271. Bond refunding resulted in an estimated economic gain of \$407,674. The reacquisition price equaled the net carrying amount of the old debt and therefore no amount was required to be deferred and amortized.

Bonds outstanding as of June 30, 2019 and 2018, totaled \$2,600,000 and \$2,775,000, respectively. Annual principal installments are due on July 1 in variable amounts ranging from \$175,000 to \$230,000 through July 1, 2031, with interest ranging from 1.15% to 3.20%.

Bonds maturing on or after July 1, 2022, are able to be redeemed, in part or in whole, on or after December 19, 2021.

***Bond Maturities***

Maturities of revenue and refunding bonds outstanding and related interest payments as of June 30, 2019, are as follows:

<u>Chadron State College</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
Year(s) ending June 30:			
2020	\$ 655,000	\$ 238,108	\$ 893,108
2021	655,000	227,578	882,578
2022	675,000	213,044	888,044
2023	690,000	195,690	885,690
2024	700,000	179,642	879,642
2025 – 2029	3,745,000	618,518	4,363,518
2030 – 2034	2,360,000	181,050	2,541,050
	<u>\$ 9,480,000</u>	<u>\$ 1,853,630</u>	<u>\$ 11,333,630</u>



**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 7: Revenue and Refunding Bonds Outstanding - Continued**

***Bond Maturities - Continued***

<u>Peru State College</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
Year(s) ending June 30:			
2020	\$ 570,000	\$ 377,430	\$ 947,430
2021	570,000	369,111	939,111
2022	585,000	359,488	944,488
2023	600,000	348,431	948,431
2024	605,000	336,083	941,083
2025 – 2029	3,030,000	1,448,136	4,478,136
2030 – 2034	2,055,000	1,069,490	3,124,490
2035 – 2039	1,655,000	775,244	2,430,244
2040 – 2044	1,980,000	446,008	2,426,008
2045 – 2047	1,370,000	78,375	1,448,375
	<u>\$ 13,020,000</u>	<u>\$ 5,607,796</u>	<u>\$ 18,627,796</u>

<u>Wayne State College</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
Year(s) ending June 30:			
2020	\$ 880,000	\$ 521,024	\$ 1,401,024
2021	890,000	504,476	1,394,476
2022	905,000	486,184	1,391,184
2023	920,000	466,124	1,386,124
2024	950,000	441,505	1,391,505
2025 – 2029	4,690,000	1,741,306	6,431,306
2030 – 2034	2,360,000	1,224,228	3,584,228
2035 – 2039	2,090,000	898,522	2,988,522
2040 – 2044	2,470,000	516,150	2,986,150
2045 – 2047	1,695,000	90,388	1,785,388
	<u>\$ 17,850,000</u>	<u>\$ 6,889,907</u>	<u>\$ 24,739,907</u>

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 7: Revenue and Refunding Bonds Outstanding - Continued**

***Bond Maturities - Continued***

<u>Nebraska State Colleges (Total)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
Year(s) ending June 30:			
2020	\$ 2,105,000	\$ 1,136,562	\$ 3,241,562
2021	2,115,000	1,101,165	3,216,165
2022	2,165,000	1,058,716	3,223,716
2023	2,210,000	1,010,245	3,220,245
2024	2,255,000	957,230	3,212,230
2025 – 2029	11,465,000	3,807,960	15,272,960
2030 – 2034	6,775,000	2,474,768	9,249,768
2035 – 2039	3,745,000	1,673,766	5,418,766
2040 – 2044	4,450,000	962,158	5,412,158
2045 – 2047	3,065,000	168,763	3,233,763
	<u>\$ 40,350,000</u>	<u>\$ 14,351,333</u>	<u>\$ 54,701,333</u>

***Bond Covenants***

The bond resolution requires the revenues of the facilities paid into the revenue bond fund during any fiscal year shall, after deducting these from the costs of operations and maintenance of the facilities and food service costs during such fiscal year, be at least equal to 110% of the amount of principal and interest maturing during such year. Board policy is more restrictive than the bond resolution and requires Chadron State College and Wayne State College maintain a minimum 125% debt service coverage and Peru State College maintain a 135% debt service coverage ratio. The debt service coverage for the year ended June 30, 2019 and 2018, was as follows:

	<u>2019</u>	<u>2018</u>
Chadron State College	146 %	150 %
Peru State College	219	290
Wayne State College	280	249

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 8: Pension Plan**

The Nebraska State Colleges have a defined contribution retirement plan currently in effect, which was established by the Board of Trustees and may be amended by the Board in accordance with Neb. Rev. Stat. § 85-320 (Reissue 2014). The plan covers all faculty, professional staff and support staff, and provides investment options and annuity contracts administered by the Teachers Insurance and Annuity Association - College Retirement Equities Fund (TIAA-CREF). The plan provides retirement and death benefits to plan members and their beneficiaries. Benefit provisions are contained in the plan document and may be amended by action of the Board of Trustees. Contribution rates for both 2019 and 2018, expressed as a percentage of covered payroll, were 6% for plan members and 8% for the Nebraska State Colleges. Contributions actually made for the fiscal years ended June 30, 2019 and 2018, by plan members and the Nebraska State Colleges related to the Program were approximately \$128,800 and \$133,000; and \$171,700 and \$177,700, respectively. A total of 96 and 90 Program employees participated in the plan during fiscal years 2019 and 2018, respectively.

Membership in the plan was mandatory for all full-time faculty and staff who attained the age of thirty. Voluntary membership is permitted for all full-time faculty and staff upon reaching the second anniversary of their employment and the attainment of age twenty-five. The plan benefits are fully vested at the date of contribution.

The NSCS also sponsors a supplemental retirement annuity (SRA) plan, Roth individual retirement account (403(b)), and 457 deferred compensation supplemental plan. Program plan members contributed approximately \$18,700 to the SRA, \$23,200 to the Roth 403(b), and \$0 to the 457 plan in 2019 and contributed approximately \$13,700 to the SRA, \$23,900 to the Roth 403(b), and \$0 to the 457 plan in 2018. The NSCS does not contribute to these supplemental plans.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Notes to the Financial Statements**  
**June 30, 2019 and 2018**

**Note 9: Commitments and Contingencies**

The Board has approved resolutions for capital improvements and extraordinary repairs to be made from Contingency Maintenance and Surplus Funds held by the bond fund trustee. At June 30, 2019, the unexpended balance of outstanding Board resolutions under construction commitments totaled:

Chadron State College	\$ 1,179,000
Peru State College	1,031,000
Wayne State College	<u>1,890,000</u>
	<u>\$ 4,100,000</u>

Included in the table above are Board-approved resolutions for capital improvements and extraordinary repairs, which were approved at the March 22, 2019, Board meeting for \$750,000, \$497,000 and \$2,100,000 for Chadron State College, Peru State College, and Wayne State College, respectively. These funds are expended in accordance with procedures noted in Board Policy 9006.

The Board has also authorized and approved construction commitments of approximately \$264,000 at Chadron State College, \$700,000 at Peru State College and \$430,000 at Wayne State College as of June 30, 2019, related to the Program.

## Supplementary Information

Schedule 1-1

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Schedules of Net Position**  
**June 30, 2019**

	<b>Chadron</b>	<b>Peru</b>	<b>Wayne</b>	<b>Total</b>
<b>Assets and Deferred Outflows of Resources</b>				
<b>Current Assets</b>				
Restricted cash and cash equivalents	\$ 4,667,777	\$ 4,552,085	\$ 8,730,378	\$ 17,950,240
Accounts receivable, net	45,718	199,297	101,209	346,224
Interest receivable	9,443	8,144	20,789	38,376
Prepaid expenses and other charges	2,329	6,266	43,474	52,069
Other receivables	3,697	94,452	7,810	105,959
Total current assets	<u>4,728,964</u>	<u>4,860,244</u>	<u>8,903,660</u>	<u>18,492,868</u>
<b>Noncurrent Assets</b>				
Restricted cash and cash equivalents	900,218	400,948	1,413,919	2,715,085
Investments held by trustee-restricted	-	738,017	-	738,017
Prepaid expenses and other charges	-	-	654	654
Capital assets, net of accumulated depreciation	<u>11,427,639</u>	<u>14,781,237</u>	<u>27,627,329</u>	<u>53,836,205</u>
Total noncurrent assets	<u>12,327,857</u>	<u>15,920,202</u>	<u>29,041,902</u>	<u>57,289,961</u>
Total assets	<u>17,056,821</u>	<u>20,780,446</u>	<u>37,945,562</u>	<u>75,782,829</u>
<b>Deferred Outflow of Resources</b>				
Unamortized bond refunding amount, net	<u>17,602</u>	<u>5,193</u>	<u>9,385</u>	<u>32,180</u>
Total deferred outflow of resources	<u>17,602</u>	<u>5,193</u>	<u>9,385</u>	<u>32,180</u>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts payable and accrued liabilities	277,026	276,660	1,005,251	1,558,937
Accrued compensated absences	8,115	4,095	11,539	23,749
Unearned revenue	2,233	-	48,954	51,187
Interest payable	121,599	190,655	264,443	576,697
Revenue bonds payable-current portion	655,000	570,000	880,000	2,105,000
Other	4,101	-	-	4,101
Total current liabilities	<u>1,068,074</u>	<u>1,041,410</u>	<u>2,210,187</u>	<u>4,319,671</u>
<b>Noncurrent Liabilities</b>				
Accrued compensated absences	73,034	36,853	103,850	213,737
Revenue bonds payable, net of current portion	<u>8,783,334</u>	<u>12,337,418</u>	<u>17,115,520</u>	<u>38,236,272</u>
Total noncurrent liabilities	<u>8,856,368</u>	<u>12,374,271</u>	<u>17,219,370</u>	<u>38,450,009</u>
Total liabilities	<u>9,924,442</u>	<u>13,415,681</u>	<u>19,429,557</u>	<u>42,769,680</u>
<b>Net Position</b>				
Net investment in capital assets	2,907,125	3,017,814	11,055,113	16,980,052
Restricted				
Expendable				
Debt service	676,080	609,266	912,199	2,197,545
By enabling legislation	<u>3,566,776</u>	<u>3,742,878</u>	<u>6,558,078</u>	<u>13,867,732</u>
Total net position	<u>\$ 7,149,981</u>	<u>\$ 7,369,958</u>	<u>\$ 18,525,390</u>	<u>\$ 33,045,329</u>

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592) : Revenue Bond Audit Report for Fiscal Year

Schedule 1-1

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Schedules of Net Position**  
**June 30, 2018**

	<b>Chadron</b>	<b>Peru</b>	<b>Wayne</b>	<b>Total</b>
<b>Assets and Deferred Outflows of Resources</b>				
<b>Current Assets</b>				
Restricted cash and cash equivalents	\$ 5,068,320	\$ 4,084,707	\$ 8,613,078	\$ 17,766,105
Accounts receivable, net	10,503	212,004	109,390	331,897
Interest receivable	8,405	5,901	17,088	31,394
Prepaid expenses and other charges	2,137	872	-	3,009
Other receivables	7,558	49,242	-	56,800
Total current assets	<u>5,096,923</u>	<u>4,352,726</u>	<u>8,739,556</u>	<u>18,189,205</u>
<b>Noncurrent Assets</b>				
Restricted cash and cash equivalents	900,218	426,347	811,793	2,138,358
Investments held by trustee-restricted	-	717,035	602,259	1,319,294
Capital assets, net of accumulated depreciation	11,795,024	15,336,345	28,730,441	55,861,810
Total noncurrent assets	<u>12,695,242</u>	<u>16,479,727</u>	<u>30,144,493</u>	<u>59,319,462</u>
Total assets	<u>17,792,165</u>	<u>20,832,453</u>	<u>38,884,049</u>	<u>77,508,667</u>
<b>Deferred Outflow of Resources</b>				
Unamortized bond refunding amount, net	19,558	5,842	10,559	35,959
Total deferred outflow of resources	<u>19,558</u>	<u>5,842</u>	<u>10,559</u>	<u>35,959</u>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts payable and accrued liabilities	213,376	145,690	344,064	703,130
Accrued compensated absences	11,283	3,584	12,070	26,937
Unearned revenue	3,983	-	392,995	396,978
Interest payable	126,289	193,955	271,524	591,768
Capital lease payable-current portion	-	30,774	-	30,774
Revenue bonds payable-current portion	640,000	560,000	860,000	2,060,000
Other	4,101	-	-	4,101
Total current liabilities	<u>999,032</u>	<u>934,003</u>	<u>1,880,653</u>	<u>3,813,688</u>
<b>Noncurrent Liabilities</b>				
Accrued compensated absences	101,551	32,253	108,627	242,431
Revenue bonds payable, net of current portion	9,436,353	12,902,477	17,999,189	40,338,019
Total noncurrent liabilities	<u>9,537,904</u>	<u>12,934,730</u>	<u>18,107,816</u>	<u>40,580,450</u>
Total liabilities	<u>10,536,936</u>	<u>13,868,733</u>	<u>19,988,469</u>	<u>44,394,138</u>
<b>Net Position</b>				
Net investment in capital assets	2,638,447	2,992,180	11,295,863	16,926,490
Restricted				
Expendable				
Debt service	649,291	564,239	871,868	2,085,398
By enabling legislation	3,987,049	3,413,143	6,738,408	14,138,600
Total net position	<u>\$ 7,274,787</u>	<u>\$ 6,969,562</u>	<u>\$ 18,906,139</u>	<u>\$ 33,150,488</u>

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592) : Revenue Bond Audit Report for Fiscal Year



Schedule 1-2

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Schedules of Revenues, Expenses and Changes in Net Position**  
**Year Ended June 30, 2019**

	<b>Chadron</b>	<b>Peru</b>	<b>Wayne</b>	<b>Total</b>
<b>Operating Revenues</b>				
Rentals	\$ 2,222,703	\$ 1,847,851	\$ 4,349,438	\$ 8,419,992
Food service	2,433,887	1,710,944	4,432,675	8,577,506
Food service commission	-	-	69,304	69,304
Facilities fees	904,065	1,091,894	1,403,600	3,399,559
Application fee	25,750	-	47,892	73,642
Bookstore	29,189	36,969	111,477	177,635
Parking permits	-	-	16,776	16,776
Vending	26,246	-	18,849	45,095
Recreation center	-	-	1,291	1,291
Other	60,470	27,677	39,440	127,587
	<u>5,702,310</u>	<u>4,715,335</u>	<u>10,490,742</u>	<u>20,908,387</u>
Total operating revenues				
<b>Operating Expenses</b>				
Compensation and benefits	1,377,208	774,400	2,058,222	4,209,830
Contractual services	309,894	889,765	387,068	1,586,727
Supplies, materials and other	345,083	198,306	993,892	1,537,281
Depreciation	382,148	555,108	1,176,036	2,113,292
Utilities	622,019	229,530	1,004,866	1,856,415
Repairs and maintenance	492,754	86,011	2,648,182	3,226,947
Communications	36,877	9,645	66,505	113,027
Food service	2,133,409	1,313,488	2,260,421	5,707,318
	<u>5,699,392</u>	<u>4,056,253</u>	<u>10,595,192</u>	<u>20,350,837</u>
Total operating expenses				
<b>Operating Income (Loss)</b>	<u>2,918</u>	<u>659,082</u>	<u>(104,450)</u>	<u>557,550</u>
<b>Nonoperating Revenue (Expenses)</b>				
Investment income	119,410	128,372	241,911	489,693
Interest expense	(247,134)	(387,058)	(526,391)	(1,160,583)
Gain on disposal of asset	-	-	8,181	8,181
	<u>(127,724)</u>	<u>(258,686)</u>	<u>(276,299)</u>	<u>(662,709)</u>
Net nonoperating expenses				
<b>Increase (Decrease) in Net Position</b>	(124,806)	400,396	(380,749)	(105,159)
<b>Net Position, Beginning of Year</b>	<u>7,274,787</u>	<u>6,969,562</u>	<u>18,906,139</u>	<u>33,150,488</u>
<b>Net Position, End of Year</b>	<u>\$ 7,149,981</u>	<u>\$ 7,369,958</u>	<u>\$ 18,525,390</u>	<u>\$ 33,045,329</u>

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592) : Revenue Bond Audit Report for Fiscal Year

Schedule 1-2

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Schedules of Revenues, Expenses and Changes in Net Position**  
**Year Ended June 30, 2018**

	<u>Chadron</u>	<u>Peru</u>	<u>Wayne</u>	<u>Total</u>
<b>Operating Revenues</b>				
Rentals	\$ 2,432,946	\$ 1,730,848	\$ 3,539,409	\$ 7,703,203
Food service	2,702,415	1,654,979	4,300,513	8,657,907
Food service commission	-	-	69,236	69,236
Facilities fees	969,584	1,063,795	1,282,146	3,315,525
Application fee	25,600	-	43,800	69,400
Bookstore	27,686	39,693	115,850	183,229
Parking permits	-	-	17,096	17,096
Vending	26,371	-	45,403	71,774
Recreation center	-	-	1,340	1,340
Other	63,814	2,678	73,465	139,957
	<u>6,248,416</u>	<u>4,491,993</u>	<u>9,488,258</u>	<u>20,228,667</u>
Total operating revenues				
<b>Operating Expenses</b>				
Compensation and benefits	1,816,466	706,695	2,013,205	4,536,366
Contractual services	93,348	557,682	257,877	908,907
Supplies, materials and other	383,023	203,610	567,718	1,154,351
Depreciation	400,506	528,192	1,088,234	2,016,932
Utilities	577,453	246,119	1,016,954	1,840,526
Repairs and maintenance	808,305	35,120	1,439,738	2,283,163
Communications	44,745	10,756	53,953	109,454
Food service	2,110,990	1,256,314	2,116,070	5,483,374
	<u>6,234,836</u>	<u>3,544,488</u>	<u>8,553,749</u>	<u>18,333,073</u>
Total operating expenses				
<b>Operating Income</b>	<u>13,580</u>	<u>947,505</u>	<u>934,509</u>	<u>1,895,594</u>
<b>Nonoperating Revenue (Expenses)</b>				
Investment income	86,553	59,154	186,162	331,869
Interest expense	(256,514)	(394,053)	(540,554)	(1,191,121)
Other	-	-	1,892	1,892
	<u>(169,961)</u>	<u>(334,899)</u>	<u>(352,500)</u>	<u>(857,360)</u>
Net nonoperating expenses				
<b>Increase (Decrease) in Net Position</b>	(156,381)	612,606	582,009	1,038,234
<b>Net Position, Beginning of Year</b>	<u>7,431,168</u>	<u>6,356,956</u>	<u>18,324,130</u>	<u>32,112,254</u>
<b>Net Position, End of Year</b>	<u>\$ 7,274,787</u>	<u>\$ 6,969,562</u>	<u>\$ 18,906,139</u>	<u>\$ 33,150,488</u>

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592) : Revenue Bond Audit Report for Fiscal Year

Schedule 1-3

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Schedules of Cash Flows**  
**Year Ended June 30, 2019**

	<b>Chadron</b>	<b>Peru</b>	<b>Wayne</b>	<b>Total</b>
<b>Operating Activities</b>				
Rentals	\$ 2,273,952	\$ 1,842,004	\$ 4,351,938	\$ 8,467,894
Food service	2,471,553	1,663,446	4,089,314	8,224,313
Food service commission	-	-	66,376	66,376
Facilities fees	912,953	1,088,484	1,425,950	3,427,387
Application fee	25,800	-	47,892	73,692
Bookstore	28,888	39,129	106,647	174,664
Perking permits	-	-	16,776	16,776
Vending	26,462	-	1,500	27,962
Recreation center	-	-	1,291	1,291
Payments to vendors	(4,009,688)	(2,601,780)	(6,762,314)	(13,373,782)
Payments to employees	(1,411,366)	(770,303)	(2,045,091)	(4,226,760)
Other	65,181	51,394	39,388	155,963
	<u>383,735</u>	<u>1,312,374</u>	<u>1,339,667</u>	<u>3,035,776</u>
Net cash provided by operating activities				
<b>Capital and Related Financing Activities</b>				
Purchase of capital assets	(14,763)	-	(74,305)	(89,068)
Disposal of capital assets	-	-	9,562	9,562
Principal paid on bonds payable	(640,000)	(560,000)	(860,000)	(2,060,000)
Principal paid on capital lease	-	(30,774)	-	(30,774)
Interest paid on capital lease and bonds payable	(247,887)	(384,769)	(535,967)	(1,168,623)
Net cash used in capital and related financing activities	<u>(902,650)</u>	<u>(975,543)</u>	<u>(1,460,710)</u>	<u>(3,338,903)</u>
<b>Investing Activities</b>				
Sale of investment	-	-	602,259	602,259
Investment income	118,372	105,148	238,210	461,730
	<u>118,372</u>	<u>105,148</u>	<u>840,469</u>	<u>1,063,989</u>
Net cash provided by investing activities				
<b>Change in Cash and Cash Equivalents</b>	(400,543)	441,979	719,426	760,862
<b>Cash and Cash Equivalents, Beginning of Year</b>	5,968,538	4,511,054	9,424,871	19,904,463
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 5,567,995</u>	<u>\$ 4,953,033</u>	<u>\$ 10,144,297</u>	<u>\$ 20,665,325</u>
<b>Reconciliation of Cash and Cash Equivalents to the Statement of Net Position</b>				
Restricted cash and cash equivalents - current	\$ 4,667,777	\$ 4,552,085	\$ 8,730,378	\$ 17,950,240
Restricted cash and cash equivalents - noncurrent	900,218	400,948	1,413,919	2,715,085
Total cash and cash equivalents	<u>\$ 5,567,995</u>	<u>\$ 4,953,033</u>	<u>\$ 10,144,297</u>	<u>\$ 20,665,325</u>

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592) : Revenue Bond Audit Report for Fiscal Year

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Schedules of Cash Flows - Continued**  
**Year Ended June 30, 2019**

**Reconciliation of Net Operating Income (Loss) to Net  
Cash Provided by Operating Activities**

	<b>Chadron</b>	<b>Peru</b>	<b>Wayne</b>	<b>Total</b>
Operating income (loss)	\$ 2,918	\$ 659,082	\$ (104,450)	\$ 557,550
Depreciation expense	382,148	555,108	1,176,036	2,113,292
Changes in operating assets and liabilities				
Accounts receivable	(31,354)	(32,503)	371	(63,486)
Prepays	(192)	(5,394)	(44,128)	(49,714)
Unearned revenue	(1,750)	-	(344,041)	(345,791)
Accounts payable and accrued liabilities	63,650	130,970	655,879	850,499
Accrued compensated absences	(31,685)	5,111	-	(26,574)
<b>Net Cash Provided by Operating Activities</b>	<b>\$ 383,735</b>	<b>\$ 1,312,374</b>	<b>\$ 1,339,667</b>	<b>\$ 3,035,776</b>

Schedule 1-3

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Schedules of Cash Flows**  
**Year Ended June 30, 2018**

	<u>Chadron</u>	<u>Peru</u>	<u>Wayne</u>	<u>Total</u>
<b>Operating Activities</b>				
Rentals	\$ 2,436,421	\$ 1,690,816	\$ 3,539,410	\$ 7,666,647
Food service	2,704,530	1,594,443	4,073,356	8,372,329
Food service commission	-	-	78,900	78,900
Facilities fees	971,612	1,058,530	1,279,641	3,309,783
Application fee	25,685	-	43,800	69,485
Bookstore	27,622	40,988	101,406	170,016
Perking permits	-	-	17,096	17,096
Vending	25,839	-	26,554	52,393
Recreation center	-	-	1,340	1,340
Payments to vendors	(4,191,521)	(3,092,145)	(5,781,998)	(13,065,664)
Payments to employees	(1,819,191)	(699,518)	(2,030,537)	(4,549,246)
Other	60,622	42,338	73,465	176,425
	<u>241,619</u>	<u>635,452</u>	<u>1,422,433</u>	<u>2,299,504</u>
Net cash provided by operating activities				
<b>Capital and Related Financing Activities</b>				
Purchase of capital assets	(14,650)	(697,172)	(1,573,912)	(2,285,734)
Principal paid on bonds payable	(635,000)	(260,000)	(845,000)	(1,740,000)
Principal paid on capital lease	-	(33,148)	-	(33,148)
Interest paid on capital lease and bonds payable	(256,604)	(391,848)	(548,216)	(1,196,668)
Other	-	-	1,892	1,892
	<u>(906,254)</u>	<u>(1,382,168)</u>	<u>(2,965,236)</u>	<u>(5,253,658)</u>
Net cash used in capital and related financing activities				
<b>Investing Activities</b>				
Investment income	83,374	81,856	188,318	353,548
	<u>83,374</u>	<u>81,856</u>	<u>188,318</u>	<u>353,548</u>
Net cash provided by investing activities				
<b>Change in Cash and Cash Equivalents</b>	(581,261)	(664,860)	(1,354,485)	(2,600,606)
<b>Cash and Cash Equivalents, Beginning of Year</b>	6,549,799	5,175,914	10,779,356	22,505,069
<b>Cash and Cash Equivalents, End of Year</b>	<u>\$ 5,968,538</u>	<u>\$ 4,511,054</u>	<u>\$ 9,424,871</u>	<u>\$ 19,904,463</u>
<b>Reconciliation of Cash and Cash Equivalents to the Statement of Net Position</b>				
Restricted cash and cash equivalents - current	\$ 5,068,320	\$ 4,084,707	\$ 8,613,078	\$ 17,766,105
Restricted cash and cash equivalents - noncurrent	900,218	426,347	811,793	2,138,358
	<u>\$ 5,968,538</u>	<u>\$ 4,511,054</u>	<u>\$ 9,424,871</u>	<u>\$ 19,904,463</u>
Total cash and cash equivalents				

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592) : Revenue Bond Audit Report for Fiscal Year

Schedule 1-3

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Schedules of Cash Flows - Continued**  
**Year Ended June 30, 2018**

**Reconciliation of Net Operating Income  
to Net Cash Provided by Operating Activities**

	<b>Chadron</b>	<b>Peru</b>	<b>Wayne</b>	<b>Total</b>
Operating income	\$ 13,580	\$ 947,505	\$ 934,509	\$ 1,895,594
Depreciation expense	400,506	528,192	1,088,234	2,016,932
Changes in operating assets and liabilities				
Accounts receivable	31,151	(70,172)	(38,460)	(77,481)
Prepays	910	(453)	-	457
Unearned revenue	1	(1,231)	(245,578)	(246,808)
Accounts payable and accrued liabilities	(196,481)	(773,872)	(316,172)	(1,286,525)
Accrued compensated absences	(8,048)	4,252	-	(3,796)
Other assets and liabilities	-	1,231	(100)	1,131
<b>Net Cash Provided by Operating Activities</b>	<b>\$ 241,619</b>	<b>\$ 635,452</b>	<b>\$ 1,422,433</b>	<b>\$ 2,299,504</b>

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592) : Revenue Bond Audit Report for Fiscal Year

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Schedules of Revenues, Expenses and Changes in Net Position by Fund Type**  
**Year Ended June 30, 2019**

	Operation and Maintenance Funds				Funds Held by Trustee and State of Nebraska Operations				Plant				Overall Total
	Chadron State College	Peru State College	Wayne State College	Total	Investment Pool			Total	Chadron State College	Peru State College	Wayne State College	Total	
					Chadron State College	Peru State College	Wayne State College						
<b>Operating Revenues</b>													
Rentals	\$ 2,222,703	\$ 1,847,851	\$ 4,349,438	\$ 8,419,992	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,419,992
Food service	2,433,887	1,710,944	4,432,675	8,577,506	-	-	-	-	-	-	-	-	8,577,506
Food service commission	-	-	69,304	69,304	-	-	-	-	-	-	-	-	69,304
Facilities fees	904,065	1,091,894	1,403,600	3,399,559	-	-	-	-	-	-	-	-	3,399,559
Application fee	25,750	-	47,892	73,642	-	-	-	-	-	-	-	-	73,642
Bookstore	29,189	36,969	111,477	177,635	-	-	-	-	-	-	-	-	177,635
Parking permits	-	-	16,776	16,776	-	-	-	-	-	-	-	-	16,776
Vending	26,246	-	18,849	45,095	-	-	-	-	-	-	-	-	45,095
Recreation center	-	-	1,291	1,291	-	-	-	-	-	-	-	-	1,291
Other	60,470	27,677	39,440	127,587	-	-	-	-	-	-	-	-	127,587
<b>Total operating revenues</b>	<b>5,702,310</b>	<b>4,715,335</b>	<b>10,490,742</b>	<b>20,908,387</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,908,387</b>
<b>Operating Expenses</b>													
Compensation and benefits	1,377,208	774,400	2,058,222	4,209,830	-	-	-	-	-	-	-	-	4,209,830
Contractual services	75,913	214,276	323,915	614,104	233,981	675,489	63,153	972,623	-	-	-	-	1,586,727
Supplies, materials, and other	224,971	189,821	567,608	982,400	120,112	8,485	426,284	554,881	-	-	-	-	1,537,281
Depreciation	-	-	-	-	-	-	-	-	382,148	555,108	1,176,036	2,113,292	2,113,292
Utilities	622,019	229,530	1,004,866	1,856,415	-	-	-	-	-	-	-	-	1,856,415
Repairs and maintenance	55,046	42,992	549,308	647,346	437,708	43,019	2,098,874	2,579,601	-	-	-	-	3,226,947
Communications	36,877	9,645	66,505	113,027	-	-	-	-	-	-	-	-	113,027
Food service	-	-	-	-	2,133,409	1,313,488	2,260,421	5,707,318	-	-	-	-	5,707,318
<b>Total operating expenses</b>	<b>2,392,034</b>	<b>1,460,664</b>	<b>4,570,424</b>	<b>8,423,122</b>	<b>2,925,210</b>	<b>2,040,481</b>	<b>4,848,732</b>	<b>9,814,423</b>	<b>382,148</b>	<b>555,108</b>	<b>1,176,036</b>	<b>2,113,292</b>	<b>20,350,837</b>
<b>Operating Income (Loss)</b>	<b>3,310,276</b>	<b>3,254,671</b>	<b>5,920,318</b>	<b>12,485,265</b>	<b>(2,925,210)</b>	<b>(2,040,481)</b>	<b>(4,848,732)</b>	<b>(9,814,423)</b>	<b>(382,148)</b>	<b>(555,108)</b>	<b>(1,176,036)</b>	<b>(2,113,292)</b>	<b>557,550</b>
<b>Nonoperating Revenue (Expenses)</b>													
Investment income	11,084	36,070	30,865	78,019	108,326	92,302	211,046	411,674	-	-	-	-	489,693
Interest expense	-	-	-	-	(247,134)	(386,877)	(526,391)	(1,160,402)	-	(181)	-	(181)	(1,160,583)
Gain on disposal of asset	-	-	-	-	-	-	-	-	-	-	8,181	8,181	8,181
<b>Net nonoperating revenues (expenses)</b>	<b>11,084</b>	<b>36,070</b>	<b>30,865</b>	<b>78,019</b>	<b>(138,808)</b>	<b>(294,575)</b>	<b>(315,345)</b>	<b>(748,728)</b>	<b>-</b>	<b>(181)</b>	<b>8,181</b>	<b>8,000</b>	<b>(662,709)</b>
<b>Income (Loss) Before Other Revenues, Expenses, Gains or (Losses)</b>	<b>3,321,360</b>	<b>3,290,741</b>	<b>5,951,183</b>	<b>12,563,284</b>	<b>(3,064,018)</b>	<b>(2,335,056)</b>	<b>(5,164,077)</b>	<b>(10,563,151)</b>	<b>(382,148)</b>	<b>(555,289)</b>	<b>(1,167,855)</b>	<b>(2,105,292)</b>	<b>(105,159)</b>
<b>Other Revenues, Expenses, Gains or (Losses)</b>													
Transfers in (out), net	(3,104,026)	(3,616,125)	(5,576,907)	(12,297,058)	3,089,262	3,585,148	5,512,165	12,186,575	14,764	30,977	64,742	110,483	-
<b>Net other revenues, expenses, gains or (losses)</b>	<b>(3,104,026)</b>	<b>(3,616,125)</b>	<b>(5,576,907)</b>	<b>(12,297,058)</b>	<b>3,089,262</b>	<b>3,585,148</b>	<b>5,512,165</b>	<b>12,186,575</b>	<b>14,764</b>	<b>30,977</b>	<b>64,742</b>	<b>110,483</b>	<b>-</b>
<b>Increase (Decrease) in Net Position</b>	<b>217,334</b>	<b>(325,384)</b>	<b>374,276</b>	<b>266,226</b>	<b>25,244</b>	<b>1,250,092</b>	<b>348,088</b>	<b>1,623,424</b>	<b>(367,384)</b>	<b>(524,312)</b>	<b>(1,103,113)</b>	<b>(1,994,809)</b>	<b>(105,159)</b>
<b>Net Position, Beginning of Year</b>	<b>65,717</b>	<b>1,536,746</b>	<b>(90,607)</b>	<b>1,511,856</b>	<b>(4,585,953)</b>	<b>(9,872,733)</b>	<b>(9,733,695)</b>	<b>(24,192,381)</b>	<b>11,795,023</b>	<b>15,305,549</b>	<b>28,730,441</b>	<b>55,831,013</b>	<b>33,150,488</b>
<b>Net Position, End of Year</b>	<b>\$ 283,051</b>	<b>\$ 1,211,362</b>	<b>\$ 283,669</b>	<b>\$ 1,778,082</b>	<b>\$ (4,560,709)</b>	<b>\$ (8,622,641)</b>	<b>\$ (9,385,607)</b>	<b>\$ (22,568,957)</b>	<b>\$ 11,427,639</b>	<b>\$ 14,781,237</b>	<b>\$ 27,627,328</b>	<b>\$ 53,836,204</b>	<b>\$ 33,045,329</b>

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592 : Revenue

Nebraska State Colleges  
Student Fees and Facilities Revenue and Refunding Bond Program  
Schedules of Revenues, Expenses and Changes in Net Position by Fund Type  
Year Ended June 30, 2018

	Operation and Maintenance Funds				Funds Held by Trustee and State of Nebraska Operations				Plant				Overall Total
	Chadron State College	Peru State College	Wayne State College	Total	Chadron State College	Peru State College	Wayne State College	Total	Chadron State College	Peru State College	Wayne State College	Total	
<b>Operating Revenues</b>													
Rentals	\$ 2,432,946	\$ 1,730,848	\$ 3,539,409	\$ 7,703,203	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,703,203
Food service	2,702,415	1,654,979	4,300,513	8,657,907	-	-	-	-	-	-	-	-	8,657,907
Food service commission	-	-	69,236	69,236	-	-	-	-	-	-	-	-	69,236
Facilities fees	969,584	1,063,795	1,282,146	3,315,525	-	-	-	-	-	-	-	-	3,315,525
Application fee	25,600	-	43,800	69,400	-	-	-	-	-	-	-	-	69,400
Bookstore	27,686	39,693	115,850	183,229	-	-	-	-	-	-	-	-	183,229
Parking permits	-	-	17,096	17,096	-	-	-	-	-	-	-	-	17,096
Vending	26,371	-	45,403	71,774	-	-	-	-	-	-	-	-	71,774
Recreation center	-	-	1,340	1,340	-	-	-	-	-	-	-	-	1,340
Other	63,814	2,678	73,465	139,957	-	-	-	-	-	-	-	-	139,957
<b>Total operating revenues</b>	<b>6,248,416</b>	<b>4,491,993</b>	<b>9,488,258</b>	<b>20,228,667</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,228,667</b>
<b>Operating Expenses</b>													
Compensation and benefits	1,816,466	706,695	2,013,205	4,536,366	-	-	-	-	-	-	-	-	4,536,366
Contractual services	54,638	215,431	257,877	527,946	38,710	342,251	-	380,961	-	-	-	-	908,907
Supplies, materials, and other	323,191	203,610	567,718	1,094,519	59,832	-	-	59,832	-	-	-	-	1,154,351
Depreciation	-	-	-	-	-	-	-	-	400,506	528,192	1,088,234	2,016,932	2,016,932
Utilities	577,453	246,119	1,016,954	1,840,526	-	-	-	-	-	-	-	-	1,840,526
Repairs and maintenance	73,458	24,841	178,232	276,531	734,847	10,279	1,261,506	2,006,632	-	-	-	-	2,283,163
Communications	44,745	10,756	53,953	109,454	-	-	-	-	-	-	-	-	109,454
Food service	-	-	-	-	2,110,990	1,256,314	2,116,070	5,483,374	-	-	-	-	5,483,374
<b>Total operating expenses</b>	<b>2,889,951</b>	<b>1,407,452</b>	<b>4,087,939</b>	<b>8,385,342</b>	<b>2,944,379</b>	<b>1,608,844</b>	<b>3,377,576</b>	<b>7,930,799</b>	<b>400,506</b>	<b>528,192</b>	<b>1,088,234</b>	<b>2,016,932</b>	<b>18,333,073</b>
<b>Operating Income (Loss)</b>	<b>3,358,465</b>	<b>3,084,541</b>	<b>5,400,319</b>	<b>11,843,325</b>	<b>(2,944,379)</b>	<b>(1,608,844)</b>	<b>(3,377,576)</b>	<b>(7,930,799)</b>	<b>(400,506)</b>	<b>(528,192)</b>	<b>(1,088,234)</b>	<b>(2,016,932)</b>	<b>1,895,594</b>
<b>Nonoperating Revenue (Expenses)</b>													
Investment income	10,318	33,641	26,479	70,438	76,235	25,513	159,683	261,431	-	-	-	-	331,869
Interest expense	-	-	-	-	(256,514)	(393,432)	(540,554)	(1,190,500)	-	(621)	-	(621)	(1,191,121)
Other	-	-	1,892	1,892	-	-	-	-	-	-	-	-	1,892
<b>Net nonoperating revenues (expenses)</b>	<b>10,318</b>	<b>33,641</b>	<b>28,371</b>	<b>72,330</b>	<b>(180,279)</b>	<b>(367,919)</b>	<b>(380,871)</b>	<b>(929,069)</b>	<b>-</b>	<b>(621)</b>	<b>-</b>	<b>(621)</b>	<b>(857,360)</b>
<b>Income (Loss) Before Other Revenues, Expenses, Gains or (Losses)</b>	<b>3,368,783</b>	<b>3,118,182</b>	<b>5,428,690</b>	<b>11,915,655</b>	<b>(3,124,658)</b>	<b>(1,976,763)</b>	<b>(3,758,447)</b>	<b>(8,859,868)</b>	<b>(400,506)</b>	<b>(528,813)</b>	<b>(1,088,234)</b>	<b>(2,017,553)</b>	<b>1,038,234</b>
<b>Other Revenues, Expenses, Gains or (Losses)</b>													
Transfers in (out), net	(3,461,496)	(2,184,591)	(5,438,761)	(11,084,848)	3,446,846	1,453,626	5,041,618	9,942,090	14,650	730,965	397,143	1,142,758	-
Net other revenues, expenses, gains or (losses)	(3,461,496)	(2,184,591)	(5,438,761)	(11,084,848)	3,446,846	1,453,626	5,041,618	9,942,090	14,650	730,965	397,143	1,142,758	-
<b>Increase (Decrease) in Net Position</b>	<b>(92,713)</b>	<b>933,591</b>	<b>(10,071)</b>	<b>830,807</b>	<b>322,188</b>	<b>(523,137)</b>	<b>1,283,171</b>	<b>1,082,222</b>	<b>(385,856)</b>	<b>202,152</b>	<b>(691,091)</b>	<b>(874,795)</b>	<b>1,038,234</b>
<b>Net Position, Beginning of Year</b>	<b>158,430</b>	<b>603,155</b>	<b>(80,536)</b>	<b>681,049</b>	<b>(4,908,141)</b>	<b>(9,349,596)</b>	<b>(11,016,866)</b>	<b>(25,274,603)</b>	<b>12,180,879</b>	<b>15,103,397</b>	<b>29,421,532</b>	<b>56,705,808</b>	<b>32,112,254</b>
<b>Net Position, End of Year</b>	<b>\$ 65,717</b>	<b>\$ 1,536,746</b>	<b>\$ (90,607)</b>	<b>\$ 1,511,856</b>	<b>\$ (4,585,953)</b>	<b>\$ (9,872,733)</b>	<b>\$ (9,733,695)</b>	<b>\$ (24,192,381)</b>	<b>\$ 11,795,023</b>	<b>\$ 15,305,549</b>	<b>\$ 28,730,441</b>	<b>\$ 55,831,013</b>	<b>\$ 33,150,488</b>

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592) : Revenue



**Nebraska State Colleges  
Student Fees and Facilities Revenue and Refunding Bond Program  
Cash Receipts and Disbursements, Trustee's Account  
Year Ended June 30, 2019  
(With Comparative Totals for June 30, 2018)**

**Chadron State College**

	2019					Total	
	Revenue Fund	Surplus Fund	Bond Fund	Reserve Fund 2013	Reserve Fund 2014	2019	2018
<b>Receipts</b>							
Board of trustees deposits	\$ 6,261,515	\$ -	\$ -	\$ -	\$ -	\$ 6,261,515	\$ 6,163,700
Income from investments	25,646	60,214	5,810	10,101	5,819	107,590	73,095
Receipts before transfer of funds	6,287,161	60,214	5,810	10,101	5,819	6,369,105	6,236,795
Transfer of funds, net	(1,188,257)	300,000	904,177	(10,101)	(5,819)	-	-
Total receipts	5,098,904	360,214	909,987	-	-	6,369,105	6,236,795
<b>Disbursements</b>							
Remitted to operation and maintenance fund	3,276,404	-	-	-	-	3,276,404	2,779,000
Payments on food service contract	2,083,681	-	-	-	-	2,083,681	2,101,978
Remitted to paying agent:							
Bond principal	-	-	640,000	-	-	640,000	635,000
Bond interest	-	-	247,887	-	-	247,887	256,604
Other	-	-	-	-	-	-	(278)
Payments to contractors and others	-	804,239	-	-	-	804,239	1,051,644
Total disbursements	5,360,085	804,239	887,887	-	-	7,052,211	6,823,948
Excess (deficiency) of receipts over disbursements	(261,181)	(444,025)	22,100	-	-	(683,106)	(587,153)
<b>Balance at Beginning of Year</b>	845,982	3,099,392	775,579	518,310	381,908	5,621,171	6,208,324
<b>Balance at End of Year</b>	\$ 584,801	\$ 2,655,367	\$ 797,679	\$ 518,310	\$ 381,908	\$ 4,938,065	\$ 5,621,171
<b>Balance at End of Year Consisted of</b>							
Savings and money market accounts	\$ 584,801	\$ 737,754	\$ 797,679	\$ 518,310	\$ 381,908	\$ 3,020,452	\$ 3,266,042
State of Nebraska Operating Investment Pool	-	1,917,613	-	-	-	1,917,613	2,355,129
	\$ 584,801	\$ 2,655,367	\$ 797,679	\$ 518,310	\$ 381,908	\$ 4,938,065	\$ 5,621,171

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592) : Revenue

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Cash Receipts and Disbursements, Trustee's Account**  
**Year Ended June 30, 2019**  
**(With Comparative Totals for June 30, 2018)**

	Peru State College							Total	
	Revenue Fund	Surplus Fund	Bond Fund	2019 Project Fund 2015	Reserve Fund 2012B	Reserve Fund 2015	Reserve Fund 2016C	2019	2018
<b>Receipts</b>									
Board of trustees deposits	\$ 5,015,148	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,015,148	\$ 3,634,873
Income from investments	17,027	21,394	5,629	3,318	4,321	27,175	10,960	89,824	49,907
Receipts before transfer of funds	5,032,175	21,394	5,629	3,318	4,321	27,175	10,960	5,104,972	3,684,780
Transfer of funds, net	(1,371,437)	425,000	980,708	-	(4,321)	(23,196)	(6,754)	-	-
Total receipts	3,660,738	446,394	986,337	3,318	-	3,979	4,206	5,104,972	3,684,780
<b>Disbursements</b>									
Remitted to operation and maintenance fund	1,430,000	-	-	-	-	-	-	1,430,000	1,500,000
Payments on food service contract	1,354,378	-	-	-	-	-	-	1,354,378	1,286,446
Remitted to paying agent:									
Bond principal	-	-	560,000	-	-	-	-	560,000	260,000
Bond interest	-	-	384,564	-	-	-	-	384,564	391,202
Other	-	-	-	-	-	-	-	-	23,932
Payments to contractors and others	-	656,206	-	15,920	-	-	-	672,126	1,797,557
Total disbursements	2,784,378	656,206	944,564	15,920	-	-	-	4,401,068	5,259,137
Excess (deficiency) of receipts over disbursements	876,360	(209,812)	41,773	(12,602)	-	3,979	4,206	703,904	(1,574,357)
<b>Balance at Beginning of Year</b>	379,921	1,563,708	758,149	186,770	222,653	491,582	242,379	3,845,162	5,419,519
<b>Balance at End of Year</b>	<u>\$ 1,256,281</u>	<u>\$ 1,353,896</u>	<u>\$ 799,922</u>	<u>\$ 174,168</u>	<u>\$ 222,653</u>	<u>\$ 495,561</u>	<u>\$ 246,585</u>	<u>\$ 4,549,066</u>	<u>\$ 3,845,162</u>
<b>Balance at End of Year Consisted of</b>									
Savings and money market accounts	\$ 1,256,281	\$ 683,201	\$ 799,922	\$ 98,308	\$ 222,653	\$ 291	\$ 3,838	\$ 3,064,494	\$ 2,796,666
State of Nebraska Operating Investment Pool	-	670,695	-	75,860	-	-	-	746,555	331,461
Investments	-	-	-	-	-	495,270	242,747	738,017	717,035
	<u>\$ 1,256,281</u>	<u>\$ 1,353,896</u>	<u>\$ 799,922</u>	<u>\$ 174,168</u>	<u>\$ 222,653</u>	<u>\$ 495,561</u>	<u>\$ 246,585</u>	<u>\$ 4,549,066</u>	<u>\$ 3,845,162</u>

Nebraska State Colleges  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Cash Receipts and Disbursements, Trustee's Account**  
**Year Ended June 30, 2019**  
 (With Comparative Totals for June 30, 2018)

	Wayne State College						Total	
	2019							
	Revenue Fund	Surplus Fund	Bond Fund	Reserve Fund 2012A	Reserve Fund 2016	Reserve Fund 2016B	2019	2018
<b>Receipts</b>								
Board of trustees deposits	\$ 10,523,269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,523,269	\$ 9,915,601
Income from investments	17,165	156,779	10,834	-	17,738	4,818	207,334	159,739
Receipts before transfer of funds	10,540,434	156,779	10,834	-	17,738	4,818	10,730,603	10,075,340
Transfer of funds, net	(3,520,694)	2,124,999	1,418,384	-	(17,871)	(4,818)	-	-
Total receipts	7,019,740	2,281,778	1,429,218	-	(133)	-	10,730,603	10,075,340
<b>Disbursements</b>								
Remitted to operation and maintenance fund	4,975,000	-	-	-	-	-	4,975,000	4,550,000
Payments on food service contract	2,260,420	-	-	-	-	-	2,260,420	2,116,070
Remitted to paying agent:								
Bond principal	-	-	860,000	-	-	-	860,000	845,000
Bond interest	-	-	535,968	-	-	-	535,968	548,215
Payments to contractors and others	-	1,961,860	-	-	-	-	1,961,860	3,028,314
Total disbursements	7,235,420	1,961,860	1,395,968	-	-	-	10,593,248	11,087,599
Excess (deficiency) of receipts over disbursements	(215,680)	319,918	33,250	-	(133)	-	137,355	(1,012,259)
<b>Balance at Beginning of Year</b>	355,289	6,548,426	1,143,392	489,780	608,017	316,255	9,461,159	10,473,418
<b>Balance at End of Year</b>	\$ 139,609	\$ 6,868,344	\$ 1,176,642	\$ 489,780	\$ 607,884	\$ 316,255	\$ 9,598,514	\$ 9,461,159
<b>Balance at End of Year Consisted of</b>								
Savings and money market accounts	\$ 139,609	\$ 103,704	\$ 1,176,642	\$ -	\$ 607,884	\$ 316,255	\$ 2,344,094	\$ 1,908,628
State of Nebraska Operating Investment Pool	-	6,764,640	-	489,780	-	-	7,254,420	6,950,272
Investment	-	-	-	-	-	-	-	602,259
	\$ 139,609	\$ 6,868,344	\$ 1,176,642	\$ 489,780	\$ 607,884	\$ 316,255	\$ 9,598,514	\$ 9,461,159

Schedule 4

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Rentals**  
**Years Ended June 30, 2019 and 2018**

<b>Chadron State College</b>	<b>2019</b>	<b>2018</b>
Facility		
High Rise Dormitory	\$ 1,089,021	\$ 1,059,290
Andrews Hall	757,631	667,098
Kent Hall	442,711	535,678
Edna Work Hall	133,341	244,286
Edna Work Wing	229,165	247,055
Brooks Hall	-	60,924
Eagle Ridge	203,529	238,304
Guest housing	80,406	66,460
Less room waivers	(713,101)	(686,149)
	<u>\$ 2,222,703</u>	<u>\$ 2,432,946</u>
Total rentals		
	<u>\$ 2,222,703</u>	<u>\$ 2,432,946</u>
<b>Peru State College</b>	<b>2019</b>	<b>2018</b>
Facility		
Centennial Complex	\$ 838,196	\$ 612,626
Eliza Morgan Hall	557,157	626,451
Delzell Hall	487,288	540,169
Guest and temporary housing	30,760	30,249
Faculty housing	45,801	46,288
Oak Hill	107,064	97,480
Less room waivers	(218,415)	(222,415)
	<u>\$ 1,847,851</u>	<u>\$ 1,730,848</u>
Total rentals		
	<u>\$ 1,847,851</u>	<u>\$ 1,730,848</u>
<b>Wayne State College</b>	<b>2019</b>	<b>2018</b>
Facility		
Bowen Hall	\$ 1,608,115	\$ 1,471,210
Berry Hall	725,393	392,493
Morey Hall	564,891	348,223
Neihardt Hall	646,204	606,484
Anderson Hall	557,606	399,864
Pile Hall	518,955	521,790
Terrace Hall	398,665	396,866
Guest housing	44,707	37,795
Less room waivers	(715,098)	(635,316)
	<u>\$ 4,349,438</u>	<u>\$ 3,539,409</u>
Total rentals		
	<u>\$ 4,349,438</u>	<u>\$ 3,539,409</u>

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592) : Revenue Bond Audit Report for Fiscal Year

Schedule 5

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Operation and Maintenance Fund Expenditures**  
**Years Ended June 30, 2019 and 2018**

<b>Chadron State College</b>	<b>2019</b>	<b>2018</b>
Salaries, payroll taxes and benefits	\$ 1,377,208	\$ 1,816,466
Utilities	622,019	577,453
Communications	36,877	44,745
Supplies, materials and other	224,971	323,191
Repairs and maintenance	55,046	73,458
Contractual services	75,913	54,638
	<u>\$ 2,392,034</u>	<u>\$ 2,889,951</u>
Total operation and maintenance fund expenditures		
<b>Peru State College</b>	<b>2019</b>	<b>2018</b>
Salaries, payroll taxes and benefits	\$ 774,400	\$ 706,695
Utilities	229,530	246,119
Communications	9,645	10,756
Supplies, materials and other	189,821	203,610
Repairs and maintenance	42,992	24,841
Contractual services	214,276	215,431
	<u>\$ 1,460,664</u>	<u>\$ 1,407,452</u>
Total operation and maintenance fund expenditures		
<b>Wayne State College</b>	<b>2019</b>	<b>2018</b>
Salaries, payroll taxes and benefits	\$ 2,058,222	\$ 2,013,205
Utilities	1,004,866	1,016,954
Communications	66,505	53,953
Supplies, materials and other	567,608	567,718
Repairs and maintenance	549,308	178,232
Contractual services	323,915	257,877
	<u>\$ 4,570,424</u>	<u>\$ 4,087,939</u>
Total operation and maintenance fund expenditures		

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592 : Revenue Bond Audit Report for Fiscal Year

## Schedule 6

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Insurance in Force**  
**(Unaudited)**  
**Year Ended June 30, 2019**

**Chadron State College**

Type	Coverage Amount
Business interruption value	\$ 10,400,000
Blanket contents	4,350,463
Fire and extended coverage:	
Dormitories and housing facilities, 90% coinsurance	53,047,184
Student union and other buildings, 90% coinsurance	14,097,963

**Peru State College**

Type	Coverage Amount
Business interruption value	\$ 7,288,281
Blanket contents	2,224,513
Fire and extended coverage:	
Dormitories and housing facilities, 90% coinsurance	28,089,518
Student union and other buildings, 90% coinsurance	5,754,972

**Wayne State College**

Type	Coverage Amount
Business interruption value	\$ 16,703,641
Blanket contents	6,384,819
Fire and extended coverage:	
Dormitories and housing facilities, 90% coinsurance	46,459,892
Student union and other buildings, 90% coinsurance	24,340,674

Schedule 7-1

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Debt Service Coverage**  
**Years Ended June 30, 2019 and 2018**

<b>Chadron State College</b>	<b>2019</b>	<b>2018</b>
Receipts		
Rentals	\$ 2,222,703	\$ 2,432,946
Facilities fees	904,065	969,584
Food service	2,433,887	2,702,415
Other	141,655	143,471
Total receipts	5,702,310	6,248,416
Interest earned	119,410	86,553
Total additions	5,821,720	6,334,969
Deductions		
Operation and maintenance expenditures (note)	2,392,034	2,889,951
Food service contract payments	2,133,409	2,110,990
Total deductions	4,525,443	5,000,941
Available for debt service, reserves, etc.	\$ 1,296,277	\$ 1,334,028
Debt service, principal and interest requirement (note)	887,888	891,604
Debt service coverage	146%	150%

**Note:** In accordance with the debt agreement, expenditures paid for capital improvements and extraordinary repairs that were charged to surplus and construction funds held by the trustee in the amount of \$791,801 and \$833,389 during the years ended June 30, 2019 and 2018, respectively, have not been deducted in arriving at the debt service coverage. The debt service requirement amount includes principal and interest payments due in 2019 and 2018.

Schedule 7-2

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Debt Service Coverage**  
**Years Ended June 30, 2019 and 2018**

<u>Peru State College</u>	<u>2019</u>	<u>2018</u>
Receipts		
Rentals	\$ 1,847,851	\$ 1,730,848
Facilities fees	1,091,894	1,063,795
Food service	1,710,944	1,654,979
Other	64,646	42,371
Total receipts	4,715,335	4,491,993
Interest earned	128,372	59,154
Total additions	4,843,707	4,551,147
Deductions		
Operation and maintenance expenditures (note)	1,460,664	1,407,452
Food service contract payments	1,313,488	1,256,314
Total deductions	2,774,152	2,663,766
Available for debt service, reserves, etc.	<u>\$ 2,069,555</u>	<u>\$ 1,887,381</u>
Debt service, principal and interest requirement (note)	944,565	651,202
Debt service coverage	219%	290%

**Note:** In accordance with the debt agreement, expenditures paid for capital improvements and extraordinary repairs that were charged to surplus and construction funds held by the trustee in the amount of \$726,993 and \$352,530 during the years ended June 30, 2019 and 2018, respectively, have not been deducted in arriving at the debt service coverage. The debt service requirement amount includes principal and interest payments due in 2019 and 2018.



Schedule 7-3

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Debt Service Coverage**  
**Years Ended June 30, 2019 and 2018**

<b>Wayne State College</b>	<b>2019</b>	<b>2018</b>
Receipts		
Rentals	\$ 4,349,438	\$ 3,539,409
Facilities fees	1,403,600	1,282,146
Food service	4,501,979	4,369,749
Other	235,725	296,954
Total receipts	10,490,742	9,488,258
Interest earned	241,911	186,162
Total additions	10,732,653	9,674,420
Deductions		
Operation and maintenance expenditures (note)	4,570,424	4,087,939
Food service contract payments	2,260,421	2,116,070
Total deductions	6,830,845	6,204,009
Available for debt service, reserves, etc.	\$ 3,901,808	\$ 3,470,411
Debt service, principal and interest requirement (note)	1,395,968	1,393,215
Debt service coverage	280%	249%

**Note:** In accordance with the debt agreement, expenditures paid for capital improvements and extraordinary repairs that were charged to surplus and construction funds held by the trustee in the amount of \$2,588,311 and \$1,261,506 during the year ended June 30, 2019 and 2018, respectively, have not been deducted in arriving at the debt service coverage. The debt service requirement amount includes principal and interest payments due in 2019 and 2018.

Schedule 8-1

Nebraska State Colleges  
Student Fees and Facilities Revenue and Refunding Bond Program  
Bonds Outstanding  
Year Ended June 30, 2019

<u>Chadron State College</u>	<u>Principal Amount, Series 2013 and Series 2014</u>
Maturing July 1:	
2019	\$ 655,000
2020	655,000
2021	675,000
2022	690,000
2023	700,000
2024	715,000
2025	740,000
2026	760,000
2027	780,000
2028	750,000
2029	445,000
2030	460,000
2031	470,000
2032	485,000
2033	<u>500,000</u>
Total	<u>\$ 9,480,000</u>

Note: The schedule above has been prepared using the mandatory sinking fund redemption requirements for term bonds rather than the actual maturity date.

Attachment: Nebraska State College Revenue and Refunding Bond Program Audit Report (2592 : Revenue Bond Audit Report for Fiscal Year

Schedule 8-2

**Nebraska State Colleges  
Student Fees and Facilities Revenue and Refunding Bond Program  
Bonds Outstanding  
Year Ended June 30, 2019**

<b>Peru State College</b>	<b>Principal Amount, Series 2012B, Series 2015 and Series 2016C</b>
Maturing July 1:	
2019	\$ 570,000
2020	570,000
2021	585,000
2022	600,000
2023	605,000
2024	620,000
2025	635,000
2026	655,000
2027	650,000
2028	470,000
2029	485,000
2030	500,000
2031	480,000
2032	290,000
2033	300,000
2034	310,000
2035	320,000
2036	330,000
2037	340,000
2038	355,000
2039	370,000
2040	380,000
2041	395,000
2042	410,000
2043	425,000
2044	440,000
2045	455,000
2046	475,000
	<hr/>
Total	\$ <u>13,020,000</u>

Note: The schedule above has been prepared using the mandatory sinking fund redemption requirements for term bonds rather than the actual maturity date.

Schedule 8-3

**Nebraska State Colleges  
Student Fees and Facilities Revenue and Refunding Bond Program  
Bonds Outstanding  
Year Ended June 30, 2019**

Wayne State College	Principal Amount, Series 2012A, Series 2016 and Series 2016B
Maturing July 1:	
2019	\$ 880,000
2020	890,000
2021	905,000
2022	920,000
2023	950,000
2024	980,000
2025	1,005,000
2026	1,045,000
2027	1,040,000
2028	620,000
2029	640,000
2030	615,000
2031	355,000
2032	370,000
2033	380,000
2034	390,000
2035	405,000
2036	420,000
2037	430,000
2038	445,000
2039	460,000
2040	475,000
2041	495,000
2042	510,000
2043	530,000
2044	545,000
2045	565,000
2046	585,000
Total	\$ 17,850,000

Note: The schedule above has been prepared using the mandatory sinking fund redemption requirements for term bonds rather than the actual maturity date.

**Nebraska State Colleges  
Student Fees and Facilities Revenue and Refunding Bond Program  
Occupancy  
(Unaudited)  
Year Ended June 30, 2019**

	Chadron State College											
	Summer session 2018			First term			Second term			Summer session 2019		
	Capacity	Number	Percentage	Capacity	Number	Percentage	Capacity	Number	Percentage	Capacity	Number	Percentage
High Rise Dormitory	422	4	1%	422	272	64%	422	240	57%	422	—	0%
Edna Work/Wing Hall	186	13	7%	186	112	60%	186	97	52%	186	5	3%
Kent Hall	275	4	1%	275	105	38%	275	86	31%	275	4	1%
Andrews Hall	284	—	0%	284	149	52%	284	153	54%	284	4	1%
Brooks Hall*	84	—	0%	84	—	0%	—	—	N/A	—	—	N/A
Eagle Ridge	69	—	0%	69	40	58%	69	40	58%	69	—	0%
	<u>1,320</u>	<u>21</u>		<u>1,320</u>	<u>678</u>		<u>1,236</u>	<u>616</u>		<u>1,236</u>	<u>13</u>	

\*Brooks Hall was closed December 15, 2018. Students moved to another dorm or off campus.

	Peru State College								
	First term			Second term			Summer session 2018		
	Capacity	Number	Percentage	Capacity	Number	Percentage	Capacity	Number	Percentage
Centennial Complex	296	193	65%	296	157	53%	296	5	2%
Eliza Morgan Hall	148	122	82%	148	110	74%	148	—	0%
Delzell Hall	146	111	76%	151	94	62%	151	—	0%
Faculty housing	8	8	100%	8	6	75%	8	5	63%
Oak Hill*	11	26	236%	11	26	236%	11	—	0%
	<u>609</u>	<u>460</u>		<u>614</u>	<u>393</u>		<u>614</u>	<u>10</u>	

\* Oak Hill is apartment housing which has been converted to student housing. Students are paying the regular housing rates on a per bed basis. The 11 apartment units can house up to 40 students. Occupancy for first and second term were 26.

**Nebraska State Colleges**  
**Student Fees and Facilities Revenue and Refunding Bond Program**  
**Occupancy - Continued**  
**(Unaudited)**  
**Year Ended June 30, 2019**

Capacity	Wayne State College										
	Summer - July 2018		First term		Second term		Summer - May 2019		Summer - June 2019		
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage	
Anderson Hall	159	—	0.0%	133	83.6%	122	76.7%	—	0.0%	—	0.0%
Berry Hall	306	—	0.0%	181	59.2%	167	54.6%	—	0.0%	—	0.0%
Bowen Hall	420	—	0.0%	370	88.1%	307	73.1%	—	0.0%	—	0.0%
Morey Hall	231	—	0.0%	140	60.6%	124	53.7%	—	0.0%	—	0.0%
Neihardt Hall	161	—	0.0%	144	89.4%	139	86.3%	7	4.3%	8	5.0%
Pile Hall	139	—	0.0%	124	89.2%	111	79.9%	—	0.0%	—	0.0%
Terrace Hall	140	6	4.3%	99	70.7%	100	71.4%	—	0.0%	—	0.0%
	<u>1,556</u>	<u>6</u>		<u>1,191</u>		<u>1,070</u>		<u>7</u>		<u>8</u>	

**Note:** Occupancy numbers are based on occupancy levels at the end of each term and do not reflect changes that may occur during the course of each term. The occupancy percentages are based on the number of beds occupied, as the rooms were designed. In many cases, students elect to pay a higher rate for a two-bed room and occupy it as a private room. The “room occupancy” rate, which is higher at all three colleges than the bed occupancy percentages, gives a clearer picture of the situation that exists.

**ITEMS FOR DISCUSSION AND ACTION/FISCAL, FACILITIES AND AUDIT**

November 14, 2019

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***ACTION:*** **First and Final Round Approval of Revisions to Board Policy 9009; Revenue Bonds; Selection of Legal Counsel, Trustee & Underwriter**

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Proposed revisions to Board Policy 9009 include the addition of language regarding the selection and engagement of a Financial Advisor. In addition, the changes provide more detail regarding selection of the bond Legal Counsel, Trustee, and Underwriter.

The System Office recommends approval of the Revisions to Board Policy 9009; Revenue Bonds; Selection of Legal Counsel, Trustee & Underwriter.

**ATTACHMENTS:**

- Revisions to Board Policy 9009 (PDF)

## REVENUE BOND - AUXILIARY OPERATIONS, NEBRASKA STATE COLLEGES

**POLICY:**        **9009**            **Revenue Bonds; Facilities Corporation;**  
**Issuance of Bonds; Selection of Financial Counsel, Trustee**  
**Advisor, Legal Counsel, Trustee and**  
**Underwriter**

Page 1 of 12

### BOARD POLICY

~~The Board may engage a firm to act as Financial Advisor to analyze and make recommendations regarding the Revenue Bond program and the issuance of revenue bonds by the Board, or bonds of the Facilities Corporation of the Board payable from a contractual obligation of the Board. The Fiscal, Facilities and Audit Committee, along with the Chancellor and Vice Chancellor for Finance and Administration, may conduct an informal process to select a Financial Advisor. -If an informal process is used, the Committee shall interview at least three (3) qualified firms before making a recommendation regarding an engagement to the Board.~~

~~When bonds are to be issued to benefit the State College System, the Board of Trustees shall designate a legal firm to represent it, develop-draft the required bond documents, provide advice to the Board on the legal structure and related legal matters, and deliver such opinions to the Board appropriate for such bond issue. The Board may solicit proposals from qualified firms prior to selecting the firm to serve as legal counsel. The Fiscal, Facilities and Audit Committee, along with the Chancellor and Vice Chancellor for Finance and Administration may conduct an informal process to select a legal firm. -If an informal process is used, the Committee shall interview at least three (3) -qualified firms before making a recommendation regarding the designation to the Board.~~

~~When a new resolution is to be approved, the Board shall designate a Trustee to act on behalf of the bond buyers holders affiliated with that particular indenture. -When bonds are issued under supplemental resolutions, the appointment of the firm selected for the as Trustee's position under the original resolution willis expected to be extended. The Board may solicit proposals from qualified firms prior to selecting the Trustee. -The Fiscal, Facilities and Audit Committee, along with the Chancellor and Vice Chancellor for Finance and Administration, may conduct an informal process to select a Trustee. If an informal process is used, the Committee shall interview at least three (3) qualified firms before making a recommendation regarding the designation to the Board. -When bonds are issued under supplemental resolutions, the appointment of the firm selected for the Trustee's position under the original resolution will be extended.~~

~~When bonds are to be issued, the Board, or its Financial Advisor on behalf of the Board, may solicit proposals from firms to provide underwriting services. -One or more underwriting firms may be selected that are determined to best meet the goals of the Board related to a particular bond issue. The Chancellor, in consultation with the Fiscal, Facilities and Audit Committee, is delegated the authority to select the underwriting firm(s) for each bond issue.~~

~~Any contract executed pursuant to this Policy shall be signed by the Chancellor or designee.~~

~~When bonds are to be issued, the Board of Trustees may solicit proposals from firms to provide underwriting services. All firms indicating interest in providing such services may be required to submit information about their firm and the general bond structure that they would propose for that particular issue. An analysis of all information provided will then be performed by System Office staff and appropriate State College staff and a recommendation on three finalists submitted to the Business Affairs subcommittee. If the subcommittee chooses, interviews may be conducted with the finalists.~~

~~The subcommittee shall make a recommendation to the Board on the firm to be designated as underwriter, taking into consideration the following requirements:~~

- ~~1. Experience in financing higher education facilities~~
- ~~2. Ability to market the bonds~~



REVENUE BOND - AUXILIARY OPERATIONS, NEBRASKA STATE COLLEGES

POLICY: 9009 Revenue Bonds; Facilities Corporation;  
Issuance of Bonds; Selection of Financial Counsel, Trustee  
Advisor, Legal Counsel, Trustee and  
Underwriter

Page 12 of 12

- 
- 3. ~~Exhibited knowledge of present revenue bond indentures and financial structure~~
  - 4. ~~Approach to project in relation to intent of bond sale~~
  - 5. ~~Quality of financing proposal~~
  - 6. ~~Scope of services proposed~~
  - 7. ~~Proposed fee~~

Policy Adopted: 6/9/94  
Policy Revised:

Attachment: Revisions to Board Policy 9009 (2610 : Revisions to Board Policy 9009; Revenue Bonds; Selection of Legal Counsel, Trustee &

**ITEMS FOR DISCUSSION AND ACTION**  
**FISCAL, FACILITIES AND AUDIT**

November 14, 2019

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***ACTION:*                            Approve Appointment of Financial Advisor for NSCS Bond Programs**

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Approval is requested to engage Janney Montgomery Scott LLC to provide independent financial advisory services to the Nebraska State College System.

Board members Chaney and Zeiss of the Fiscal, Facilities, and Audit committee, along with Chancellor Turman and Vice Chancellor Murphy conducted an informal selection process for Financial Advisory Services. A Request for Information (RFI) was sent to three Financial Advisory Firms. After reviewing the firms' responses, the group interviewed each of the firms. After much consideration, the Committee is recommending that Janney Montgomery Scott LLC be engaged to provide independent financial advisory services in the areas of Debt Portfolio Management, Capital Planning, Credit Analytics, and Management and Strategy.

The System Office recommends approval of the Appointment of Financial Advisor for NSCS Bond Programs.

## ITEMS FOR DISCUSSION AND ACTION FISCAL, FACILITIES AND AUDIT

November 14, 2019

**ACTION:** **Approve Actions for Peterson Fine Arts Renovation and Addition Project Including Use of Unappropriated Cash Funds for Wayne State College**

### **Appoint Consultant Services Selection Committee**

Wayne State recommends the appointment of the following individuals to a Professional Consulting Services Selection Committee for its upcoming Peterson Fine Arts Renovation Project pursuant to Board Policy 8066.

Carter 'Cap' Peterson, Board of Trustees  
 John Chaney, Chair of Fiscal, Facilities & Audit Committee, Board of Trustees  
 Steve Hotovy, Vice Chancellor for Facilities & Information Technology and architect, NSCS  
 Yasuko Taoka, Dean of School of Arts & Humanities, WSC  
 Angela Fredrickson, Vice President for Administration & Finance, WSC  
 Kyle Nelsen, Director of Facility Services, WSC

At the conclusion of the selection process, a contract will be negotiated with the highest ranking firm. The firm selected will provide professional services to include design development, construction documents, and construction administration for the project.

### **Authorize Chancellor to Sign Professional Services Contract**

The System Office and Wayne State respectfully request authorization for the Chancellor to sign a professional services contract for the Peterson Fine Arts Renovation Project at a cost not to exceed available funding.

Authorization for the Chancellor to sign the professional services contract for the Peterson Fine Arts Renovation project will assure the project will be able to move forward upon completion of the selection process. The project is expected to utilize a combination of LB 309 Task Force for Building Renewal funds, College cash funds, and private/Foundation funds.

### **Appoint Construction Manager at Risk Selection Committee**

Wayne State recommends appointment of the following committee to perform the selection of the construction manager at risk contractor for the Peterson Fine Arts Renovation project, in accordance with Board Policy 8071. The policy requires that the construction manager at risk contractor be selected by a committee comprised of Board of Trustees members, System Office and College staff, an architect or engineer, and a community member.

Carter 'Cap' Peterson, Board of Trustees  
 John Chaney, Chair of Fiscal, Facilities & Audit Committee, Board of Trustees  
 Steve Hotovy, Vice Chancellor for Facilities & Information Technology and architect, NSCS

Yasuko Taoka, Dean of School of Arts & Humanities, WSC  
Angela Fredrickson, Vice President for Administration & Finance, WSC  
Kyle Nelsen, Director of Facility Services, WSC  
Representative from the Professional Services firm chosen to design the project  
Mark Lenihan, Wayne Public Schools Superintendent, Community Member

### **Authorize Chancellor to Sign Construction Contracts**

Per Board Policy 8065, Wayne State requests authorization for the Chancellor to sign construction contracts for the Peterson Fine Arts Renovation project at a cost not to exceed available funding. The Peterson Fine Arts Renovation project is expected to cost approximately \$10.3 million, including approximately \$6.8 million in construction contracts. The project is expected to utilize a combination of LB 309 Task Force for Building Renewal funds, College cash funds, and private/Foundation funds.

Authorization for the Chancellor to sign construction contracts for the Peterson Fine Arts Renovation project will assure that the project can move forward with construction as funding becomes available after the construction manager at risk contractor is selected and the contracts negotiated. This approval includes any contract associated with the construction of the project that is over \$100,000 contract sum, per Board Policy 8065.

### **Accept and Approve Program Statement**

Representatives from Jackson-Jackson & Associates, Inc., will present the program statement document for the Peterson Fine Arts Renovation project to the Board of Trustees.

The Campus Master Plan completed in 2012 indicated that improvements to the building are necessary to address acoustical problems associate with band and vocal instruction and performance, as well as, ADA accessibility and energy conservation, including window replacement. Since the Campus Master Plan was completed the following improvements have been made to the facility: window and vestibule replacement, skylight and fascia replacement, and humidity control. Therefore, the program statement will address the concerns of the NASM with acoustical improvements, new rehearsal rooms for band and choir, and handicap accessibility improvements. The theatre and public spaces (lobby, restrooms, and main entry visibility) will also be addressed in order to improve shared use of the Ramsey Theatre with the community.

### **Approve Use of Unappropriated Cash Funds**

Wayne State requests Board approval for the use of \$900,000 of unappropriated cash funds on a one-time basis for the Peterson Fine Arts Renovation project.

Approval of this funding will allow the College to move forward with planning and design for the project. The cash fund balance adequately supports this request.

### **Resolution to Select Construction Manager at Risk Delivery System**

Pursuant to Board Policy 8071, Wayne State requests that the construction manager at risk contract delivery system be adopted as an option for the Peterson Fine Arts Renovation project.

Board Policy 8071 requires that the Board adopt a resolution identifying the project delivery system for all design-build contract and construction manager at risk projects at the Colleges.

Receiving the Board's approval to consider the construction manager at risk delivery system will allow the College to move ahead with the process for selecting a construction firm to be the project construction manager.

The System Office and Wayne State College recommend approval of the Actions for Peterson Fine Arts & Use of Unappropriated Cash Funds for Wayne State College.

**ATTACHMENTS:**

- WSC Resolution to Select CMR Delivery System for Peterson Fine Arts (PDF)

NEBRASKA STATE COLLEGE SYSTEM  
RESOLUTION

WHEREAS, the Board of Trustees of the Nebraska State Colleges is required to follow the procedures established by the Political Subdivisions Construction Alternatives Act (Neb. Rev. Stat. §13-2901 through §13-2913) in its decision to solicit and execute a design-build contract or construction management at risk contract for capital construction projects; and

WHEREAS, the procedures outlined in the Nebraska Political Subdivisions Construction Alternatives Act and Board of Trustees Policy 8071 require the Board of Trustees to adopt a resolution selecting the design-build contract or construction management at risk contract delivery system; and

WHEREAS, the project delivery system for a design-build contract requires the design and construction contracts to be combined into one contract with a single point of responsibility; the criteria for selection include qualifications and project approach, not construction costs or design; the reimbursement option may be other than low bid option and is typically negotiated with fixed price, cost plus fee, or guarantee of maximum; and the Board may require subcontracts to be competitively bid; and

WHEREAS, the project delivery system for a construction management at risk contract requires the design and construction contracts be separated; the criteria for selection include qualifications, project approach and construction manager fee; the reimbursement option may be other than low bid option and is typically negotiated with fixed price, cost plus fee, or guarantee of maximum; and the Board may require subcontracts to be competitively bid;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Nebraska State Colleges that the construction management at risk contract delivery system be adopted as one option for the Peterson Fine Arts Renovation Project at Wayne State College, dependent upon project need.

Approved this 14<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
Chair, Board of Trustees

\_\_\_\_\_  
Chancellor, Nebraska State College System

## ITEMS FOR DISCUSSION AND ACTION FISCAL, FACILITIES AND AUDIT

November 14, 2019

**ACTION:** **Approve Actions for Natatorium Renovation Projects for Wayne State College**

### **Approve Waiving the Requirements of Board Policy 8062 Capital Construction; Program Statements, and Board Policy 8063 Capital Construction; Construction Documents, for the Natatorium Renovation Projects**

The specific requirement of Board Policy 8062 to be waived is: *“A Program Statement shall be prepared to support the College’s funding request for the design and construction of a project that is estimated to cost more than the limit established by the State Building Division for the requirement of a Program Statement (currently seven hundred five thousand dollars [\$705,000] until January 1, 2022), excluding funds provided by the Task Force for Building Renewal for deferred repairs, energy conservation, ADA, or fire-life safety projects.”* Link to Policy 8062: [https://www.nscs.edu/resources/e30d:pvdudu7-1bb/files/76596396z56027595/fn/Policy\\_8062.pdf](https://www.nscs.edu/resources/e30d:pvdudu7-1bb/files/76596396z56027595/fn/Policy_8062.pdf)

The specific requirements of Board Policy 8063 to be waived are: *“Program Statement... The architect/engineers will give a presentation to the Board... When all issues/concerns have been addressed to the reviewers’ satisfaction, the Board will give approval to the Program Statement and the college may notify the architect/engineer to begin the next phase of construction design development,”* and *“Design Development... The identical process of receipt, distribution of documents for comments, resolution of issues, and approval by the Board that is followed for the Program Statement shall be followed for this phase.”* Link to Policy 8063: [https://www.nscs.edu/resources/e30d:pvdudu7-1bb/files/76596395zcf0b242f/fn/Policy\\_8063.pdf](https://www.nscs.edu/resources/e30d:pvdudu7-1bb/files/76596395zcf0b242f/fn/Policy_8063.pdf)

The Natatorium Pool Infill/HVAC Renovation (re-purpose for indoor athlete and recreational activities) was approved by the Board in November of 2018 for a total of \$575,000 in Sports Facility Cash Funds (SFCF), with \$275,000 to be received in October of 2020, and another \$300,000 in October of 2021. The current estimate for this project is \$695,000. Recently, donors came forward with offers to assist in funding this project, as well as a second project to renovate existing restrooms and create several offices in the Natatorium. The current estimate for the Restrooms/Offices Renovation project is \$700,000. Because both projects are estimated very near to the current program statement threshold of \$705,000 in Board Policy 8062, and since the two projects now need to be constructed simultaneously to meet schedule requirements, the Board could choose to enforce the requirements of Board Policies 8062 and 8063.

Wayne State College and the System Office contend that program statement and design development document requirements are undue financial and schedule burdens for these two simple renovation projects. Based on donor requirements and the need to offer students the opportunity to utilize the renovated spaces at the start of the next academic year, construction needs to begin as soon as possible, and be complete by August of 2020.

The two Natatorium renovation projects, when combined, have a total estimated cost of \$1,395,000. The proposed total funding is \$275,000 SFCF, \$700,000 in Foundation/Donations, and \$420,000 Contingency Maintenance funds.

Due to the expedited schedule for construction, the Natatorium renovation projects cannot utilize the \$300,000 in SFCF approved for October of 2021. There is a separate Board item to approve using the 2021 SFCF funds for the Wayne State Recreation Center Indoor Track Resurfacing project.

Also in a separate Board item, Wayne State College proposes utilizing a total of \$420,000 in Contingency Maintenance funds for the Natatorium renovation projects; \$210,000 for the Pool Infill/HVAC renovation, and \$210,000 for Restroom/Offices renovation.

The System Office and Wayne State College recommend approval of waiving the requirements of Board Policies 8062 and 8063 for the Wayne State Natatorium Renovation projects.

### **Authorize Chancellor to Sign Contracts for Natatorium Renovation Projects**

Wayne State requests authorization for the Chancellor to sign construction contracts of over \$100,000 for the following upcoming projects:

Natatorium Renovation for Pool Infill/HVAC (Estimated at \$695,000)

Natatorium Renovation for Restrooms/Offices (Estimated at \$700,000)

These projects are being funded through Contingency Maintenance, Sports Facility Cash Funds, and Private Donations. It is anticipated that the two projects will be combined into one bid package, resulting in perhaps a single contract of over \$1 million dollars.

Authorization for the Chancellor to sign construction contracts - or a single contract - in amounts not to exceed available funding for these projects will assure they move forward in a timely manner.

The System Office and Wayne State College recommend approval of the Actions for Natatorium Renovation Projects for Wayne State College.



**ITEMS FOR DISCUSSION AND ACTION**  
**FISCAL, FACILITIES AND AUDIT**

November 14, 2019

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***ACTION:***                                    **Approve Contingency Maintenance Resolution for Natatorium  
Renovation Projects for Wayne State College**

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Wayne State requests approval of a contingency maintenance resolution authorizing \$420,000 for two Natatorium Renovation projects. Approval for authorization for the Chancellor to sign construction contracts for these projects is being requested in a separate agenda item. WSC has demonstrated that its revenue bond surplus fund can support the additional allocation.

The System Office and Wayne State College recommend approval of the Contingency Maintenance Resolution for Natatorium Renovation for Wayne State College.

**ATTACHMENTS:**

- WSC Contingency Maintenance Resolution for Natatorium            (PDF)

**WAYNE STATE COLLEGE  
WAYNE, NE  
RESOLUTION TO WITHDRAW FUNDS**

WHEREAS, Section 5.2 of Article V of the Master Resolution adopted by the Board of Trustees of the Nebraska State Colleges June 11, 2002 requires the Board to operate revenue bond facilities in an efficient, sound and economical manner and as a revenue producing enterprise, maintaining, preserving, and keeping the facilities in good repair, working order, and condition, and from time to time promptly making all necessary and proper repairs, renewals, replacements, additions, extensions and betterments thereto, and,

WHEREAS, Section 3.7(2) of Article III of the Master Resolution states that the Board may expend funds from the Surplus Fund for purposes of making "any extraordinary acquisitions, repairs, renewals, replacements, renovations, equipplings and furnishings to the Facilities," and,

WHEREAS, certain repairs, remodeling and furnishings are required in the revenue bond facilities at Wayne State College in order to maintain the maximum use and occupancy of the facilities, and,

WHEREAS, there is on deposit with BOKF National Association, Lincoln, Nebraska, Trustee, as of August 31, 2019 in the Surplus Fund not less than the amount requested, which funds are restricted for use on revenue bond properties.

BE IT RESOLVED that the Board of Trustees of the Nebraska State Colleges, in compliance of the Master Resolution, does approve and hereby directs BOKF National Association Lincoln, Nebraska to pay appropriate orders out of the Series 2002 Surplus Fund for the following:

1. Natatorium	Pool Infill/HVAC Improvements	210,000
2. Natatorium	Restrooms/Offices Improvements	210,000
<b>TOTAL - Not-to-Exceed -</b>		<b>\$420,000</b>

**C E R T I F I C A T E**

I, the undersigned, Paul Turman, being duly appointed Chancellor of the Board of Trustees of the Nebraska State Colleges, hereby certify that the foregoing Resolution was adopted in a specially called meeting of November 14, 2019

IN WITNESS WHEREOF, I have hereunto affixed my signature this 14th day of November 2019.

\_\_\_\_\_  
Paul Turman, Chancellor

Attachment: WSC Contingency Maintenance Resolution for Natatorium (2601 : Contingency Maintenance Resolution for Natatorium Renovation

**ITEMS FOR DISCUSSION AND ACTION**

November 14, 2019

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***ACTION:*                                  Approve Revision to Approved Use of Sports Facility Cash Funds for Wayne State College**

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The Board is requested to approve the revised use of Sports Facility Cash Funds to be received October 1st of 2021. These funds were originally approved for the Wayne State College Natatorium Renovation project. With approval, the funds will instead be used for the WSC Recreation Center Indoor Track Resurfacing project. Approval is contingent upon receipt of the funding from the State of Nebraska.

On November 16, 2018, the Board approved the use of the Sports Facilities Cash Funds to be received on October 1, 2021, in the amount of \$300,000, for the WSC Natatorium Renovation. Since that time, it has become necessary to complete the Natatorium project by August of 2020, more than a year ahead of the availability of the 2021 Sports Facility Cash Funds. WSC requests that the \$300,000 in Sports Facility Cash Funds for October 2021 be utilized instead for the WSC Recreation Center Indoor Track Resurfacing project.

The System Office and Wayne State College recommend approval of the Revision to Approved Use of Sport Facility Cash Funds for Wayne State College.

## ITEMS FOR DISCUSSION AND ACTION FISCAL, FACILITIES AND AUDIT

November 14, 2019

**ACTION:** **Approve Reallocation of Contingency Maintenance Funds for Wayne State College**

From Resolution:

4/20/18	\$18,101.70	#3 Berry Hall Fire Sprinklers
3/21/19	\$ 6,041.65	#1 Anderson Hall Door & Hardware Replacement
3/21/19	\$18,916.00	#3 Berry Hall Hot Water Heater Replacement
3/21/19	\$ 8,835.00	#6 Morey Hall Fire Sprinklers
3/21/19	\$27,265.00	#15 Student Center HVAC Upgrade West Penthouse

To Resolution:

3/21/19	\$79,159.35	#7 Morey Hall Restroom Upgrades
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Contingency Maintenance Funds are requested to be transferred from several project lines where the projects are complete and came in under budget.

The College requests reallocation of these contingency maintenance funds to allow for additional funds toward the Morey Hall restroom upgrades. The Morey Hall restroom upgrades were planned to occur over several years. The original \$35,000 allocation was planned to fund the design. These additional resources toward the project will allow for the renovation of the first set of restrooms to begin next Summer, 2020.

The System Office and Wayne State College recommend approval of the Reallocation of Contingency Maintenance Funds for Wayne State College.

**ITEMS FOR INFORMATION AND DISCUSSION\ACADEMIC AND PERSONNEL**

November 14, 2019

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**INFORMATION ONLY:      Reports of Personnel Actions**

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The personnel action reports are provided to the Board for information

Board Policy 5021 states that all full-time (0.75 FTE or more) and part-time (less than 0.75 FTE) personnel appointments must be reviewed and approved by the President and reported to the Chancellor. All full-time employment separations are also reported to the Chancellor. The Chancellor is required to report these changes along with changes to the System Office staffing to the Board on a regular basis.

**ATTACHMENTS:**

- CSC Personnel Report November 2019 (PDF)
- PSC Personnel Report November 2019 (PDF)
- WSC Personnel Report November 2019 (PDF)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College

**MEETING DATE:** November 14, 2019

**RANKED FACULTY**  
(FULL-TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Ortega, Isma	Education	Associate Professor	\$57,059 prorated \$28,530	State	01/10/2020-05/13/2020	1.000	New Hire	Non-Tenure
Watt, Don	HPER	Professor	\$886	State	07/19/2019-07/25/2019	1.000	Additional Duties Maintenance 20.96 hours \$9/hr	Special
Wentworth, Beth	Mathematical & Natural Sciences	Professor	\$73,201	State	08/19/2004-05/13/2020	1.000	Retirement	NA

**NON-RANKED FACULTY**  
(FULL-TIME/MORE THAN .75 FTE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Mooney, Edward	Lecturer	NA	\$48,000	State	08/19/2019-05/13/2020	1.000	New Appointment	NA

**NON-RANKED FACULTY**  
(PART-TIME/LESS THAN .75 FTE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Aslanian, Artour	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	PS 321 (3 cr hr)	Special
Badura, Victoria	Adjunct	NA	\$2,550	State	08/19/2019-10/11/2019	NA	BIS 231 (3 cr hr)	Special
Balmat, Jennifer	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	BIOL 320 EDUC 431 (3 cr hr)	Special
Boynton, Pheobe	Adjunct	NA	\$2,550	State	08/19/2019-10/11/2019	NA	TH 435 (3 cr hr)	Special
Brown, Linda	Adjunct	NA	\$5,100	State	08/19/2019-12/13/2019	NA	EDAD 639 632 (6 cr hr)	Special
Carnot-Bond, Catherine	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	PSYC 251 (3 cr hr)	Special
Coffey, Lauren	Adjunct	NA	\$5,100	State	08/19/2019-12/13/2019	NA	COUN 520 PSYC 234 (6 cr hr)	Special
Colgate, Stephanie	Adjunct	NA	\$3,400	State	08/19/2019-12/13/2019	NA	MATH 142 (4 cr hr)	Special

Attachment: CSC Personnel Report November 2019 (2583 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College

**MEETING DATE:** November 14, 2019

**NON-RANKED FACULTY  
(PART-TIME/LESS THAN .75 FTE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Covello, Christin Marie	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	COUN 631 (3 cr hr)	Special
Dabbs-Groot, Linda	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	TH 438 (3 cr hr)	Special
Durfee, Michael	Adjunct	NA	\$1,700	State	08/19/2019-12/13/2019	NA	Supervision (2 cr hr)	Special
Eitemiller, Vicki	Adjunct	NA	\$2,550	State	08/19/2019-10/11/2019	NA	COUN 121 (3 cr hr)	Special
Gallegos, Nathaniel	Adjunct	NA	\$2,550	State	08/19/2019-10/11/2019	NA	BA 337 (3 cr hr)	Special
Golembiewski, Eric	Adjunct	NA	\$5,100	State	08/19/2019-12/13/2019	NA	CJ 235 322 (6 cr hr)	Special
Haun, Mary K	Adjunct	NA	\$2,125	State	08/19/2019-12/13/2019	NA	Supervision (2.5 cr hr)	Special
Heath, Carly	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	ART 343 (3 cr hr)	Special
Hiegel, Lori	Adjunct	NA	\$850	State	08/19/2019-12/13/2019	NA	Supervision (1 cr hr)	Special
Hirko, Carol	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	PSYC 131 (3 cr hr)	Special
Jamison, Todd	Adjunct	NA	\$2,550	State	08/19/2019-10/11/2019	NA	BIS 230 (3 cr hr)	Special
Jost, Rhea	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	CA 125 (3 cr hr)	Special
Kant, Jack	Adjunct	NA	\$5,100	State	08/19/2019-12/13/2019	NA	ART 131 ECON 231 (6 cr hr)	Special
Kerry, Lucyann	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	CA 630 (3 cr hr)	Special
Leshner, Richard	Adjunct	NA	\$3,825	State	08/19/2019-12/13/2019	NA	Supervision (4.5 cr hr)	Special
Margetts, Colleen	Adjunct	NA	\$7,650	State	08/19/2019-12/13/2019	NA	MUS 233 EDUC 121 EDUC 495 (9 cr hr)	Special
McBride, Mindy	Adjunct	NA	\$1,700	State	08/19/2019-12/13/2019	NA	FCS 321 (2 cr hr)	Special
McDermott, David	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	GEOG 232 (3 cr hr)	Special

Attachment: CSC Personnel Report November 2019 (2583 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College

**MEETING DATE:** November 14, 2019

**NON-RANKED FACULTY**  
(PART-TIME/LESS THAN .75 FTE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Morris, Candice	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	SOC 231 (3 cr hr)	Special
Nealeigh, Norma	Adjunct	NA	\$5,100	State	08/19/2019-12/13/2019	NA	CTE 452/522 632 (6 cr hr)	Special
Ocken, David	Adjunct	NA	\$2,125	State	08/19/2019-12/13/2019	NA	Supervision (2.5 cr hr)	Special
Petersen, Grace	Adjunct	NA	\$5,950	State	08/19/2019-12/13/2019	NA	READ 430/530 431/531 411 (7 cr hr)	Special
Plas, Aaron Jeffry	Adjunct	NA	\$5,100	State	08/19/2019-12/13/2019	NA	EDAD 629 (6 cr hr)	Special
Pollard, Tracie	Adjunct	NA	\$5,100	State	08/19/2019-12/13/2019	NA	EDUC 405 Supervision (6 cr hr)	Special
Pourier, Nichole	Adjunct	NA	\$1,700	State	08/19/2019-10/11/2019	NA	BIOL 132 (2 cr hr)	Special
Rodriquez-Fletcher, Lori	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	SW 271 (3 cr hr)	Special
Stephens, Lauren	Adjunct	NA	\$850	State	08/19/2019-12/13/2019	NA	MUS 115 (1 cr hr)	Special
Tibbits, Matthew	Adjunct	NA	\$4,250	State	08/19/2019-12/13/2019	NA	PHYS 151 151L (5 cr hr)	Special
Tronstad, Larae	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	CA 353 (3 cr hr)	Special
Whitney, Talma	Adjunct	NA	\$3,400	State	08/19/2019-12/13/2019	NA	EDUC 271 Supervision (4 cr hr)	Special
Winchester, Caroline	Adjunct	NA	\$2,550	State	08/19/2019-12/13/2019	NA	EDUC 639 (3 cr hr)	Special

**UNIONIZED PROFESSIONAL STAFF**  
(FULL-TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Barrett, Paul	Assistant Coach	NA	\$35,314.00	State	07/23/2019-08/07/2019	1.000	Resignation	NA
Buhr, Jacqueline	Financial Aid Counselor	NA	\$33,718	State	08/15/2016-08/12/2019	1.000	Resignation	NA

Attachment: CSC Personnel Report November 2019 (2583 : Reports of Personnel Actions)



**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College

**MEETING DATE:** November 14, 2019

**UNIONIZED PROFESSIONAL STAFF  
(FULL-TIME/.75 FTE OR MORE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Buhr, Jacqueline	Academic Advisor	NA	\$41,707 prorated \$36,967	State	8/13/2019- 06/30/2020	1.000	New Appointment	Special
Mack, Gatlin	Admissions Representative	NA	\$38,000 prorated \$33,106	State	8/19/2019- 06/30/2020	1.000	New Appointment	Special
Odenbach, Kylee	Admissions Representative	NA	\$38,000 prorated \$33,825	State	8/12/2019- 06/30/2020	1.000	New Appointment	Special
Brumbaugh, Torri	Admissions Representative	NA	\$38,000 prorated \$33,825	State	8/12/2019- 06/30/2020	1.000	New Appointment	Special
Jersild, Craig	Football Coordinator- Defensive	NA	\$12,414	State	06/02/2019- 06/13/2019	1.000	Camp Additional Duties	Special
Masters, Logan	Football Coordinator- Offensive	NA	\$12,414	State	06/02/2019- 06/13/2019	1.000	Camp Additional Duties	Special
Sasse, Clint	Assistant Coach	NA	\$12,414	State	06/02/2019- 06/13/2019	1.000	Camp Additional Duties	Special
Barry, Heather	Academic Advisor	NA	\$41,710 prorated \$39,889	Grant	09/17/2019- 08/31/2020	1.000	New Appointment	Special
Berger, Phillip	Project Coordinator	NA	\$36,662 prorated \$31,801	State	08/20/2019- 06/30/2020	1.000	New Appointment	Special
Gimeson, Merle	Publication Specialist	NA	\$2,550	State	08/19/2019- 12/13/2019	1.000	ART 223 (3 cr hr)	Special
Northrup, Megan	Student Activities Coordinator	NA	\$2,550	State	08/19/2019- 12/13/2019	1.000	FCS 136 136L (3 cr hr)	Special
Welsch, Lisa	Athletic Trainer	NA	\$850	State	08/19/2019- 12/13/2019	1.000	HPER 134 (1 cr hr)	Special
Zeller, LaWayne	Director-Field Experience	NA	\$2,550	State	08/19/2019- 12/13/2019	1.000	EDUC 300 320 (3 cr hr)	Special

Attachment: CSC Personnel Report November 2019 (2583 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College

**MEETING DATE:** November 14, 2019

**NON-UNIONIZED PROFESSIONAL STAFF**  
(FULL TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Craven, David	Interim Director Theatrical Performances	NA	\$63,825 prorated \$22,000	State	08/19/2019- 12/20/2019	1.000	New Appointment	Special
Foley, Scott	Head Cross Country Coach	NA	\$40,000	State	07/01/2019- 07/30/2019	1.000	Resignation	NA
Hunter, Brett	Head Wrestling Coach	NA	\$10,083	State	05/08/2019- 07/17/2019	1.000	Camp Additional Duties	Special
Karamitros, Luke	Head Cross Country Coach	NA	\$40,000 prorated \$32,689	State	9/5/2019- 06/30/2020	1.000	New Appointment	Special
Long, Jay	Head Football Coach	NA	\$1,700	State	08/19/2019- 12/13/2019	1.000	HPER 321 (2 cr hr)	Special
Long, Jay	Head Football Coach	NA	\$12,414	State	06/02/2019- 06/13/2019	1.000	Camp Additional Duties	Special
Mashburn, Tearza	Academic Advisor	NA	\$20,346	Grant	08/15/2014- 08/31/2019	0.500	Resignation	NA
Miller, B. Lee	Interim Associate Vice President Teaching & Learning	NA	\$2,550	State	08/19/2019- 12/13/2019	1.000	ENG 321 (3 cr hr)	Special
Raymer, Janet	Head Women's Basketball Coach	NA	\$1,700	State	08/19/2019- 12/13/2019	1.000	HPER 322 (2 cr hr)	Special
Raymer, Janet	Head Women's Basketball Coach	NA	\$3,109	State	06/16/2019- 06/22/2019	1.000	Camp Additional Duties	Special
Reed, Charles	Head Men's Basketball Coach	NA	\$6,612	State	05/28/2019- 06/27/2019	1.000	Camp Additional Duties	Special
Smith-Bruhelman, Martha	Director	NA	\$850	State	08/19/2019- 12/13/2019	1.000	HPER 105 (1 cr hr)	Special

**NON-UNIONIZED PROFESSIONAL STAFF**  
(PART-TIME/LESS THAN .75 FTE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Brummels, Kelsey	Graduate Assistant	NA	\$6,400	State	08/19/2019- 05/08/2020	NA	Appointment	Special
Butler, Sarah	Graduate Assistant	NA	\$6,400	State	08/19/2019- 05/08/2020	NA	Appointment	Special

Attachment: CSC Personnel Report November 2019 (2583 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College

**MEETING DATE:** November 14, 2019

**NON-UNIONIZED PROFESSIONAL STAFF  
(PART-TIME/LESS THAN .75 FTE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Coy, Kevin	Graduate Assistant	NA	\$6,400	State	08/19/2019-05/08/2020	NA	Appointment	Special
Feddersen, Caitlin	Graduate Assistant	NA	\$3,200	State	08/19/2019-12/11/2019	NA	Appointment	Special
Mason, Kinsley	Graduate Assistant	NA	\$6,400	State	08/19/2019-05/08/2020	NA	Appointment	Special
Miller, Christian	Graduate Assistant	NA	\$6,400	State	08/19/2019-05/08/2020	NA	Appointment	Special
Mpofu, Siphosenkosi	Graduate Assistant	NA	\$2,600	State	09/09/2019-12/11/2019	NA	Appointment	Special
Obadawatage, Swairie	Graduate Assistant	NA	\$6,400	State	08/19/2019-05/08/2020	NA	Appointment	Special
Perez, Gabriela	Graduate Assistant	NA	\$6,400	State	08/19/2019-05/08/2020	NA	Appointment	Special
Senkerikova, Dominika	Graduate Assistant	NA	\$6,400	State	08/19/2019-05/08/2020	NA	Appointment	Special
Silbaugh, Savannah	Graduate Assistant	NA	\$6,400	State	08/19/2019-05/08/2020	NA	Appointment	Special
Stevenson, Rebecca	Graduate Assistant	NA	\$3,200	State	08/19/2019-12/11/2019	NA	Appointment	Special
Stubbs, Alphese	Graduate Assistant	NA	\$5,600	State	09/16/2019-05/08/2020	NA	Appointment	Special

**NON-UNIONIZED PROFESSIONAL STAFF  
(PART-TIME/LESS THAN .75 FTE)**

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Magnusson, Claudia	Academic Advisor	NA	\$25,050 prorated \$23,061	Grant	09/30/2019-08/31/2020	0.500	New Hire	Special

Attachment: CSC Personnel Report November 2019 (2583 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**

**COLLEGE:** Chadron State College

**MEETING DATE:** November 14, 2019

**UNIONIZED SUPPORT STAFF**  
(FULL TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Adams, Kaitlyn	OA II	NA	\$1,949.75	State	8/26/2019	1.000	New Hire	Probationary
Allen, Jarrod	Electrician	NA	\$2,960.08	75% State 25% Rev Bond	02/01/2013- 10/01/2019	1.000	Resignation	NA
Bannan, Brandon	Custodian	NA	\$1,808.67	State	9/9/2019	1.000	New Hire	Probationary
March, Chad	MRW II	NA	\$2,750.00	75% State 25% Rev Bond	08/05/2019- 10/04/2019	1.000	Resignation	NA
McCarthy, Tyler	OA II	NA	\$2,003.00	State	9/23/2019	1.000	New Hire	Probationary
Miller, Valerie	OA III	NA	\$2,247.00	State	8/9/2019	1.000	New Hire	NA
Pickering, Joshua	MRW II	NA	\$2,206.00	State	8/26/2019	1.000	New Hire	NA
Pickering, Joshua	Custodian	NA	\$1,808.67	State	02/07/2017- 08/25/2019	1.000	Resignation	NA
Smart, Brandon	Custodian	NA	\$1,808.67	State	9/4/2019	1.000	New Hire	Probationary
Snitily, Emily	OA II	NA	\$2,003.00	State	10/15/2015- 08/11/2019	1.000	Resignation	NA
Snitily, Emily	OA III	NA	\$2,247.00	State	8/12/2019	1.000	New Hire	NA
Stroup, Stephanie	OA II	NA	\$1,247.25	State	12/13/2010- 09/19/2019	0.500	Resignation	NA

**NON-UNIONIZED SUPPORT STAFF**  
(FULL-TIME/.75 FTE OR MORE)

Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Miller, Valerie	OA II	NA	\$2,243.08	State	12/01/2017- 08/08/2019	1.000	Resignation	NA
Strotheide, Kristavia	OA II	NA	\$2,241.67	State	8/27/2019	1.000	New Hire	Probationary

Attachment: CSC Personnel Report November 2019 (2583 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: PERU STATE COLLEGE**  
**MEETING DATE: November 14, 2019**

<b>RANKED FACULTY</b> (Full-time/.75 FTE or more)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Grotrian, Judy	School of Professional Studies	Professor	\$75,106	State	08/21/1998 thru 8/31/2019	1.0	Retirement	N/A
Huddle, Stephanie	School of Professional Studies	Instructor	\$54,500	State	08/19/2019 - 5/13/2020	1.0	New Appointment	Non Tenure Track
Chism, Dwayne	School of Education	Assist. Prof	\$60,500	State	08/19/2019 - 5/13/2020	1.0	New Appointment	Non Tenure Track
Curtis, Kenneth	School of Arts and Science	Assist. Prof	\$62,000	State	08/19/2019 - 5/13/2020	1.0	New Appointment	Non Tenure Track
Khatri, Ananta	School of Professional Studies	Assist. Prof	\$58,000	State	08/19/2019 - 5/13/2020	1.0	New Appointment	Tenure Track
Ocal, Turkan	School of Professional Studies	Assist. Prof	\$58,000	State	08/19/2019 - 5/13/2020	1.0	New Appointment	Tenure Track
Phillips, Jason	School of Arts and Science	Assist. Prof	\$54,500	State	08/19/2019 - 5/13/2020	1.0	New Appointment	Tenure Track
Woodworth, Jody	School of Professional Studies	Assist. Prof	\$67,000	State	08/19/2019 - 5/13/2020	1.0	New Appointment	Tenure Track

<b>UNIONIZED PROFESSIONAL STAFF</b> (Full-time/.75 FTE or more)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Kaiser, Michelle	Student Invention Coordinator	N/A	\$2,816	Grant	7/22/2019 - 8/31/2019	0.84	New Appointment	Special
Torres, Danielle	Athletic Trainer	N/A	\$36,670	State	8/26/2019 - 6/30/2020	1.0	New Appointment	Special
Dierking, Phyllis	Project Coordinator	N/A	\$1,500	State	9/03/2019 - 12/31/2019	1.0	additional duties	N/A
Jones, Sherry	Assessment & Accreditation Coordinator	N/A	\$1,700	State	09/01/2019 - 12/31/2019	1.0	COLL 101 (2 cr hr)	N/A
Seidl, Angela	Project Coordinator	N/A	\$500	State	07/01/2019 - 06/30/2020	1.0	Reclassification	N/A

Attachment: PSC Personnel Report November 2019 (2583 : Reports of Personnel Actions)

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR  
 COLLEGE: PERU STATE COLLEGE  
 MEETING DATE: November 14, 2019**

<b>UNIONIZED SUPPORT STAFF</b> (Full-time/.75 FTE or more)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Shandy, Nicole	Custodian	N/A	\$1,917	RB	01/14/2015 - 09/20/2019	1.0	Discharge	N/A
Taylor, Zach	MRW II	N/A	\$2,088	State	8/12/2019 - 6/30/2020	1.0	New Hire	Probationary
Cubrich, Mary	Custodian	N/A	\$1,809	State	8/05/2019 - 6/30/2020	1.0	New Hire	Probationary
Downing, James	MRW II	N/A	\$2,088	RB	8/12/2019 - 6/30/2020	1.0	New Hire	Probationary

<b>NON-UNIONIZED SUPPORT STAFF</b> (Part-time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Cameron, Arena	Custodian	N/A	\$904	State	8/05/2019 - 6/30/2020	0.50	New Hire	Probationary

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
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<b>Ranked Faculty</b> (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Albracht, Carolyn	Art and Design	Assistant Professor	\$195.00	State	05/20/19-06/06/19	N/A	Advising during New Student Registration	Special
Aleman, Lidice	Language and Literature	Associate Professor	\$100.00	State	08/17/19	N/A	Duties associated with the arrival of International Students	Special
Allen, Jeffrey	Technology and Applied Sciences	Associate Professor	\$185.00	State	06/03/19-07/12/19	N/A	Advising during New Student Registration	Special
Allen, Jeffrey	Technology and Applied Sciences	Associate Professor	\$650.00	State	07/29/19-08/08/19	N/A	CIM Cell and Motoman Robotics Certification Training	Special
Armstrong, Matthew	Music	Assistant Professor	\$500.00	State	07/20/19-08/01/19	N/A	Musical instruction at the Summer Music Camp	Special
Arneson, Patricia	Business and Economics	Professor	\$75.00	State	05/20/19-06/06/19	N/A	Advising during New Student Registration	Special
Barnes, Johanna	Educational Foundations and Leadership	Associate Professor	\$1,500.00	State	08/19/19-12/17/19	N/A	Duties associated with the Community of Learning Program	Special
Barnes, Johanna	Educational Foundations and Leadership	Associate Professor	\$100.00	State	08/05/19	N/A	Clinical Practice Student Seminar	Special
Bohnert, David	Music	Professor	\$500.00	State	07/20/19-08/01/19	N/A	Musical instruction at the Summer Music Camp	Special
Brufat, Alan	Language and Literature	Professor	\$100.00	State	07/03/19-07/09/19	N/A	Summer Committee Structure Advisory Task Force	Special
Browning, Thomas	Educational Foundations and Leadership	Assistant Professor	\$100.00	State	08/05/19	N/A	Clinical Practice Student Seminar	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
**COLLEGE: Wayne State College**  
**MEETING DATE: November 14, 2019**

<b>Ranked Faculty</b> (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Burroughs, Andrew	Counseling	Assistant Professor	\$48,882.00	State	08/15/19-05/13/20	1.000	New Appointment, replaced Cody Dickson	Tenure-Track
Calkin, Joshua	Music	Associate Professor	\$500.00	State	07/20/19-08/01/19	N/A	Musical instruction at the Summer Music Camp	Special
Christensen, Douglas	Life Sciences	Professor	\$150.00	State	05/22/19-06/03/19	N/A	Advising during New Student Registration	Special
Curnyn, Molly	Computer Technology and Information Systems	Associate Professor	\$650.00	State	07/29/19-08/08/19	N/A	CIM Cell and Motoman Robotics Certification Training	Special
Curnyn, Molly	Computer Technology and Information Systems	Associate Professor	\$50.00	State	07/30/19	N/A	CTIS Search Committee duties	Special
Dendinger, Laura	Business and Economics	Professor	\$50.00	State	07/03/19	N/A	Summer Committee Structure Advisory Task Force	Special
Dendinger, Laura	Business and Economics	Professor	\$105.00	State	05/20/19-05/23/19	N/A	Advising during New Student Registration	Special
Doctorman, Lindsay	Business and Economics	Assistant Professor	\$25.00	State	05/13/19-07/05/19	N/A	Reviewing and grading an extra student file paper for BUS 692	Special
Elliott, Mary	Technology and Applied Sciences	Assistant Professor	\$150.00	State	05/20/19-05/24/19	N/A	Advising during New Student Registration	Special
Ettel, Mary	Physical Sciences and Mathematics	Professor	\$30.00	State	05/23/19	N/A	Advising during New Student Registration	Special
Franklin, Laura	Educational Foundations and Leadership	Associate Professor	\$50.00	State	08/05/19	N/A	Clinical Practice Student Seminar and Co-Teach Workshop	Special
Garden, Randa	Communication Arts	Professor	\$150.00	State	07/08/19-07/15/19	N/A	Journalism Search Committee duties	Special



## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

COLLEGE: Wayne State College

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Ranked Faculty (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Garvin, Sharon	Business and Economics	Professor	\$25.00	State	05/13/19-07/05/19	N/A	Reviewing and grading an extra student file paper for BUS 692	Special
Garvin, Sharon	Business and Economics	Professor	\$105.00	State	05/22/19-06/04/19	N/A	Advising during New Student Registration	Special
Hammer, Mark	Life Sciences	Professor	\$150.00	State	07/09/19-07/22/19	N/A	Biology Search Committee duties	Special
Hammer, Mark	Life Sciences	Professor	\$3,840.00	State	08/19/19-05/13/20	N/A	Director duties for the Natural History Museum	Special
Johnson, Deborah	Computer Technology and Information Systems	Instructor	\$300.00	State	07/25/19-08/08/19	N/A	Preparing and attending the TRIO camp and Intelitek Motoman Robotics Training	Special
Johnson, Deborah	Computer Technology and Information Systems	Instructor	\$50.00	State	07/30/19	N/A	CTIS Search Committee duties	Special
Karr, Paul	Physical Sciences and Mathematics	Professor	\$50.00	State	07/11/19	N/A	Advising during New Student Registration	Special
Knezevic, Branis	Counseling	Associate Professor	\$1,500.00	State	08/19/19-12/17/19	N/A	South Sioux City Core Counseling Cohort program and Fremont Counseling Cohort	Special
Knezevic, Branis	Counseling	Associate Professor	\$250.00	State	07/19/19-08/09/19	N/A	Counseling Search Committee duties	Special
Kolbeck, Karl	Music	Associate Professor	\$350.00	State	07/20/19-08/01/19	N/A	Musical instruction at the Summer Music Camp	Special
Kolbeck, Karl	Music	Associate Professor	\$50.00	State	07/12/19	N/A	Advising during New Student Registration	Special
Kolterman, Trisha	Business and Economics	Assistant Professor	\$25.00	State	05/13/19-07/05/19	N/A	Reviewing and grading an extra student file paper for BUS 692	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
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<b>Ranked Faculty</b> (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Kuchta, Mary	Physical Sciences and Mathematics	Assistant Professor	\$150.00	State	07/09/19-07/22/19	N/A	Biology Search Committee duties	Special
Kuchta, Mary	Physical Sciences and Mathematics	Assistant Professor	\$155.00	State	05/20/19-07/11/19	N/A	Advising during New Student Registration	Special
Langdon, Jennifer	Physical Sciences and Mathematics	Professor	\$75.00	State	06/04/19-06/07/19	N/A	Advising during New Student Registration	Special
Langlie-Willers, Pamela	Technology and Applied Sciences	Professor	\$95.00	State	06/03/19-07/12/19	N/A	Advising during New Student Registration	Special
Legler, Christian	Educational Foundations and Leadership	Assistant Professor	\$1,500.00	State	08/19/19-12/17/19	N/A	Working as a faculty liaison with the EDU 150 dual credit courses and STEP Partners	Special
Lutt, Patricia	Business and Economics	Professor	\$25.00	State	05/13/19-07/05/19	N/A	Reviewing and grading an extra student file paper for BUS 692	Special
Marek, Michael	Communication Arts	Professor	\$150.00	State	07/08/19-07/15/19	N/A	Journalism Search Committee duties	Special
Meyer, Jeffrey	Health, Human Performance and Sport	Instructor	\$165.00	State	06/03/19-06/07/19	N/A	Advising during New Student Registration	Special
Murphy, Katherine	Counseling	Assistant Professor	\$1,500.00	State	08/19/19-12/17/19	N/A	Help Clinic Coordination duties	Special
Murphy, Katherine	Counseling	Assistant Professor	\$250.00	State	07/19/19-08/09/19	N/A	Counseling Search Committee duties	Special
Nelson, Jeryl	Business and Economics	Professor	\$910.00	Revenue Bond	09/14/19-12/31/19	N/A	Athletic Event Staff at rate of \$10/hour, not to exceed 91 hours	Special
Nicholson, Lori	Computer Technology and Information Systems	Professor	\$50.00	State	07/30/19	N/A	CTIS Search Committee duties	Special
Parker, Charles	Business and Economics	Professor	\$80.00	State	06/06/19-07/12/19	N/A	Advising during New Student Registration	Special

## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

COLLEGE: Wayne State College

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Ranked Faculty (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Parker, Charles	Business and Economics	Professor	\$3,000.00	State	07/01/19-06/30/20	N/A	Faculty Athletics Representative and as Chair of the Athletic Advisory Committee	Special
Parker, Charles	Business and Economics	Professor	\$1,500.00	State	08/23/19	N/A	Economic Impact Report for Recreational and Performing Arts Facility Work Group	Special
Pearcy, Shawn	Life Sciences	Professor	\$50.00	State	07/12/19	N/A	Advising during New Student Registration	Special
Peekenschneider, Danielle	Life Sciences	Assistant Professor	\$150.00	State	07/09/19-07/22/19	N/A	Biology Search Committee duties	Special
Peekenschneider, Danielle	Life Sciences	Assistant Professor	\$465.00	State	05/22/19-06/07/19	N/A	Advising during New Student Registration	Special
Piersanti, Joshua	Art and Design	Associate Professor	\$1,500.00	State	07/01/19-08/14/19	N/A	Preparation of NASAD self-study report	Special
Post, Cassandra	Criminal Justice	Instructor	\$45.00	State	05/21/19-05/22/19	N/A	Advising during New Student Registration	Special
Rawlings, Lesli	History, Politics, and Geography	Associate Professor	\$100.00	State	08/13/19	N/A	Duties associated with the arrival of International Students	Special
Simmons, Midge	Educational Foundations and Leadership	Assistant Professor	\$615.00	State	05/20/19-06/07/19	N/A	Advising during New Student Registration	Special
Simmons, Midge	Educational Foundations and Leadership	Assistant Professor	\$100.00	State	08/05/19	N/A	Clinical Practice student seminar	Special
Simmons, Midge	Educational Foundations and Leadership	Assistant Professor	\$200.00	State	08/13/19-08/15/19	N/A	Duties associated with the arrival of International Students	Special

## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

COLLEGE: Wayne State College

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Ranked Faculty (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Simmons, Midge	Educational Foundations and Leadership	Assistant Professor	\$100.00	State	08/17/19	N/A	Duties associated with the arrival of International Students	Special
Simmons, Midge	Educational Foundations and Leadership	Assistant Professor	\$150.00	State	05/28/19-07/16/19	N/A	Counseling Search Committee duties	Special
Vander Weil, Greg	Technology and Applied Sciences	Assistant Professor	\$30.00	State	05/24/19-06/06/19	N/A	Advising during New Student Registration	Special
Viall, Elizabeth	Communication Arts	Assistant Professor	\$52,000.00	State	08/15/19-05/13/20	1.000	New Appointment, replaced Justin Bergh	Non-Tenure Track
Vilkas, Ben	Educational Foundations and Leadership	Assistant Professor	\$100.00	State	07/11/19-07/12/19	N/A	Advising during New Student Registration	Special
Vilkas, Ben	Educational Foundations and Leadership	Assistant Professor	\$200.00	State	07/29/19-08/05/19	N/A	Supervisor Training and facilitation in the Initial Clinical Practice Student Seminar	Special
Walsh, Sara	Educational Foundations and Leadership	Assistant Professor	\$200.00	State	07/29/19-08/05/19	N/A	Supervisor Training and facilitation of Co-Teach Pairs Workshop	Special
White, Michael	Communication Arts	Assistant Professor	\$150.00	State	07/08/19-07/15/19	N/A	Journalism Search Committee duties	Special
Wormington, Jillian	Life Sciences	Assistant Professor	\$55,000.00	State	08/15/19-05/13/20	1.000	New Appointment, replaced Susan Ellis	Tenure Track
Young, Todd	Physical Sciences and Mathematics	Professor	\$165.00	State	05/21/19-05/23/19	N/A	Advising during New Student Registration	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
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<b>Non-Ranked Faculty</b> (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Balkanlioglu, Mehmet	Psychology and Sociology	Lecturer	\$50,000.00	State	08/15/19-05/13/20	1.000	New Appointment, replaced Todd Greene	Non-Tenure Track
Fritz, David	Computer Technology and Information Systems	Lecturer	\$50,000.00	State	08/15/19-05/13/20	1.000	New Appointment, replaced Douglass Smith	Non-Tenure Track

<b>Non-Ranked Faculty</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Adkins-Miller, Angela	Adjunct	N/A	\$7,650.00	State	08/19/19-12/17/19	N/A	ENG 102-0010 (3 cr hrs), ENG 102-0011 (3 cr hrs), and ENG 102-0015 (3 cr hrs)	Special
Arlt, Darron	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 652-00W0 (3 cr hrs)	Special
Barnes, Darrell	Adjunct	N/A	\$850.00	State	08/19/19-12/17/19	N/A	EDU 452/456 (1 cr hr)	Special
Beach, Gerald	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 786-00W0 (3 cr hrs)	Special
Black, Barbara	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 627-00W0 (3 cr hrs)	Special
Bohn, Soshia	Adjunct	N/A	\$6,800.00	State	08/19/19-12/17/19	N/A	CSL 218-00W0 (3 cr hrs), CSL 440/540-00W0 (3 cr hrs), and CSL 449/549-00W0 (2 cr hrs)	Special
Bowman, Judith	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	ENG 102-0002 (3 cr hrs)	Special
Brasch, Stacy	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	BUS 620-00W1 (3 cr hrs)	Special
Brasch, Stacy	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	BUS 620-00W2 (3 cr hrs)	Special
Bremer, DeLoy	Adjunct	N/A	\$425.00	State	08/19/19-12/17/19	N/A	EDU 456 (0.50 cr hr)	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
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<b>Non-Ranked Faculty</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Browning, Patricia	Adjunct	N/A	\$7,650.00	State	08/19/19-12/17/19	N/A	PSY 230-0001 (3 cr hrs), PSY 316-0001 (3 cr hrs), and PSY 403-0001 (3 cr hrs)	Special
Brugger, Siera	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Buck, Nina	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	CNA 101-00W0 (3 cr hrs)	Special
Buresh, Debra	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 275-0081 (3 cr hrs)	Special
Buresh, Debra	Adjunct	N/A	\$561.00	State	08/19/19-12/17/19	N/A	SPD 458/460 (0.66 cr hr)	Special
Calkin, Lauren	Adjunct	N/A	\$640.00	State	08/19/19-12/17/19	N/A	Assist with Marching Band, up to a maximum of 40 hours at a rate of \$16.00 per hour	Special
Calkin, Lauren	Adjunct	N/A	\$304.00	State	08/12/19-08/16/19	N/A	Assist with Marching Band, up to a maximum of 19 hours at a rate of \$16.00 per hour	Special
Carnes, Ron	Adjunct	N/A	\$2,125.00	State	08/19/19-12/17/19	N/A	EDU 452/456 (2.50 cr hrs)	Special
Carr, Sharon	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	ENG 221/321/421 (3 cr hrs)	Special
Carraher, Joan	Adjunct	N/A	\$425.00	State	08/19/19-12/17/19	N/A	EDU 452/456 (0.50 cr hr)	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
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<b>Non-Ranked Faculty</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Coffin, Lori	Adjunct	N/A	\$4,650.00	State	08/19/19-12/17/19	N/A	EDU 635-00LU (1.5 cr hrs), EDU 652-00LU (1.5 cr hrs), and EDU 658-00LU (1.5 cr hrs). Administrative duties Norfolk #5 Community of Learning up to a max 33 hours at a rate of \$25.00 pr hr	Special
Curry, Julie	Adjunct	N/A	\$561.00	State	08/19/19-12/17/19	N/A	EDU 452 (0.66 cr hr)	Special
Davis, Jennifer	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 275-0003 (3 cr hrs)	Special
Dickson, Cody	Adjunct	N/A	\$4,163.00	State	08/13/19-12/13/19	N/A	Duties for the Counseling department as assigned up to a maximum of 166.50 hours at a rate of \$25.00 per hour	Special
Dickson, Maria	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	SPD 160-00W0 (3 cr hrs) and SPD 160-00W1 (3 cr hrs)	Special
Dolesh, Dawn	Adjunct	N/A	\$7,650.00	State	08/19/19-12/17/19	N/A	CNA 100-0005 (3 cr hrs), CNA 100-0008 (3 cr hrs), and CNA 100-0012 (3 cr hrs)	Special
Dorcey, Jean	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	SPD 352-0001 (3 cr hrs)	Special
Drees, David	Adjunct	N/A	\$7,650.00	State	08/19/19-12/17/19	N/A	ENG 102-0009 (3 cr hrs), ENG 102-0013 (3 cr hrs), and ENG 202-0003 (3 cr hrs)	Special

## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

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Non-Ranked Faculty (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Dugan, Kristie	Adjunct	N/A	\$4,650.00	State	08/19/19-12/17/19	N/A	EDU 603-00LX (1.5 cr hrs), EDU 626-00LX (1.5 cr hrs), and EDU 674-00LX (1.5 cr hrs). Administrative duties associated with Grand Island #4 Community of Learning up to a maximum of 33 hours at a rate of \$25.00 per hour	Special
Dvorak, Claudia	Adjunct	N/A	\$7,599.00	State	08/19/19-12/17/19	N/A	MUS 104-0001 (1.50 cr hrs), MUS 104-0002 (1.50 cr hrs), MUS 111-0003 (2.64 cr hrs), and MUS 111-0004 (3.30 cr hrs)	Special
Eilers, Carol	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	FCS 207-00W0 (3 cr hrs) and FCS 207-00W1 (3 cr hrs)	Special
Elliott, Leland	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	BUS 367-00W0 (3 cr hrs) and BUS 471-SS80 (3 cr hrs)	Special
Endicott, Natalie	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	ART 363-0001 (3 cr hrs) and ART 363-0002 (3 cr hrs)	Special
Feenstra, Taylor	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Fick, Kathleen	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	MLC 110-0001 (3 cr hrs) and MLC 120-0001 (3 cr hrs)	Special
Fischer, Tanner	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Fisher, Jeff	Part-Time Faculty	N/A	\$1,000.00	State	08/01/19-08/14/19	N/A	Early On-Boarding	Special



## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

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Non-Ranked Faculty (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Fleming, Angela	Adjunct	N/A	\$3,400.00	State	08/19/19-12/17/19	N/A	FCS 242-0001 (4 cr hrs)	Special
Galvin, Susan	Adjunct	N/A	\$4,650.00	State	08/19/19-12/17/19	N/A	EDU 603-00LW (1.5 cr hrs), EDU 626-00LW (1.5 cr hrs), and EDU 674-00LW (1.5 cr hrs). Administrative duties associated with Fremont #11 Community of Learning up to a maximum of 33 hours at a rate of \$25 per hour	Special
Gorden, Alexandria	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Gorden, Alexandria	Graduate Assistant	N/A	\$195.00	State	05/21/19-06/07/19	N/A	Advising during New Student Registration at a rate of \$32.50/hr	Special
Graff, Donald	Adjunct	N/A	\$2,108.00	State	08/19/19-12/17/19	N/A	EDU 452 (1.98 cr hrs) and EDU 456 (0.50 cr hr)	Special
Guenther, Candra	Adjunct	N/A	\$986.00	State	08/19/19-12/17/19	N/A	EDU 452 (0.66 cr hr) and EDU 452/456 (0.50 cr hr)	Special
Gustafson, Cheryl	Adjunct	N/A	\$1,275.00	State	08/19/19-12/17/19	N/A	EDU 456 (1.50 cr hrs)	Special
Haas, Mary	Adjunct	N/A	\$7,650.00	State	08/19/19-12/17/19	N/A	ART 102-0002 (3 cr hrs), ART 102-0003 (3 cr hrs), and ART 102-0004 (3 cr hrs)	Special
Hain, Allison	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
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<b>Non-Ranked Faculty</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Hallberg, Ashley	Adjunct	N/A	\$400.00	State	07/01/19-07/02/19	N/A	Attend Facilitator day's workshop up to a maximum of 16 hours at a rate of \$25.00 per hour	Special
Hallberg, Ashley	Adjunct	N/A	\$4,650.00	State	08/19/19-12/17/19	N/A	EDU 603-00LW (1.5 cr hrs), EDU 626-00LW (1.5 cr hrs), and EDU 674-00LW (1.5 cr hrs). Administrative duties associated with Fremont #11 Community of Learning up to a maximum of 33 hours at a rate of \$25.00 per hour	Special
Heaton, Brett	Adjunct	N/A	\$850.00	State	08/19/19-12/17/19	N/A	EDU 435-SS80 (1 cr hr)	Special
Heikes, Tanya	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 230-0001 (3 cr hrs)	Special
Henning, Mark	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	ITE 407-0001 (3 cr hrs)	Special
Henning, Samantha	Adjunct	N/A	\$4,650.00	State	08/19/19-12/17/19	N/A	EDU 635-00LS (1.5 cr hrs), EDU 652-00LS (1.5 cr hrs), and EDU 658-00LS (1.5 cr hrs). Administrative duties associated with Fremont #10 Community of Learning up to a maximum of 33 hours at a rate of \$25.00 per hour	Special
Hidy, Orion	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
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<b>Non-Ranked Faculty</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Hilker, Carol	Adjunct	N/A	\$561.00	State	8/19/19-12/17/19	N/A	EDU 452 (0.66 cr hr)	Special
Hingst, Michelle	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Hoffart, Catherine	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 340-0002 (3 cr hrs)	Special
Hurner, Casey	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	SPD 560-00W0 (3 cr hrs)	Special
Jeffries, Curtis	Adjunct	N/A	\$6,375.00	State	08/19/19-12/17/19	N/A	MUS 164-0001 (3 cr hrs), MUS 164-0002 (3 cr hrs), and MUS 178-0001 (1.5 cr hrs)	Special
Jindra, Rhonda	Adjunct	N/A	\$700.00	State	08/19/19-12/17/19	N/A	Community of Learning duties up to a maximum of 28 hours at a rate of \$25.00 per hour	Special
Johnke, Jennifer	Adjunct	N/A	\$4,650.00	State	08/19/19-12/17/19	N/A	EDU 635-00LU (1.5 cr hrs), EDU 652-00LU (1.5 cr hrs), and EDU 658-00LU (1.5 cr hrs). Administrative duties associated with Norfolk #5 Community of Learning up to a maximum of 33 hours at a rate of \$25.00 per hour	Special
Johnson, Kathy	Adjunct	N/A	\$1,122.00	State	08/19/19-12/17/19	N/A	EDU 452 (1.32 cr hrs)	Special
King, Melissa	Adjunct	N/A	\$240.00	State	07/20/19-08/01/19	N/A	Assist with summer music camp at a rate of \$15.00/hour up to a maximum of 16 hours	Special

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Non-Ranked Faculty (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
King, Melissa	Adjunct	N/A	\$2,814.00	State	08/19/19-12/17/19	N/A	MUS 118-0001 (0.33 cr hr), MUS 118-0002 (1.98 cr hrs), and MUS 146-0001 (1 cr hr)	Special
King, Melissa	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	MUS 156-00W0 (3 cr hrs)	Special
Kleve, Nicholas	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	EDU 332-SS80 (3 cr hrs) and EDU 340-SS80 (3 cr hrs)	Special
Koch, Kiley	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	BUS 122-00W0 (3 cr hrs) and BUS 122-00W1 (3 cr hrs)	Special
Kolbo, Beth	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 431-SS80 (3 cr hrs)	Special
Kriekemeier, Cheryl	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	CSL 697-CSH4/H5 (3 cr hrs)	Special
Lafleur, Ross	Adjunct	N/A	\$4,650.00	State	8/19/19-12/17/19	N/A	EDU 635-SSLV (1.5 cr hrs), EDU 652-SSLV (1.5 cr hrs), and EDU 658-SSLV (1.5 cr hrs). Administrative duties associated with South Sioux City #14 Community of Learning up to a maximum of 33 hours at a rate of \$25.00 per hour	Special
Larmore, Cheryl	Adjunct	N/A	\$1,122.00	State	08/19/19-12/17/19	N/A	EDU 452 (1.32 cr hrs)	Special
Larson, Beth	Adjunct	N/A	\$4,250.00	State	08/19/19-12/17/19	N/A	CSL 661-00H0 (3 cr hrs) and CSL 662-0001 (2 cr hrs)	Special
Larson, Donielle	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	CSL 665-00H0 (3 cr hrs)	Special

**REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR**  
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<b>Non-Ranked Faculty</b> (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Lenhard, Rodger	Adjunct	N/A	\$986.00	State	08/19/19-12/17/19	N/A	EDU 452 (0.66 cr hr) and EDU 456 (0.50 cr hr)	Special
Lenihan, Joseph	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Loggins, Melanie	Adjunct	N/A	\$3,400.00	State	08/19/19-12/17/19	N/A	ASC 117-ND01 (2 cr hrs) and ASC 117-ND02 (2 cr hrs)	Special
Lutt, David	Adjunct	N/A	\$1,913.00	State	08/19/19-12/17/19	N/A	EDU 456 (2.25 cr hrs)	Special
Machacek, Darlene	Adjunct	N/A	\$7,650.00	State	08/19/19-12/17/19	N/A	MAT 121-0001 (3 cr hrs), MAT 121-0002 (3 cr hrs), and MAT 121-0003 (3 cr hrs)	Special
Magnuson, Grant	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	ITE 510-00W0 (3 cr hrs)	Special
Martin, Barry	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 452/456 (0.50 cr hr), EDU 456 (2 cr hrs), and EDU 454 (0.50 cr hr)	Special
McGahan, Megan	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
McKeon, Mary	Adjunct	N/A	\$425.00	State	08/19/19-12/17/19	N/A	EDU 454 (0.50 cr hr)	Special
Meyer, Blaine	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	PED 103-0007 (3 cr hrs) and PED 287-0002 (3 cr hrs)	Special
Micek, Ashley	Adjunct	N/A	\$4,650.00	State	08/19/19-12/17/19	N/A	EDU 603-00LX (1.5 cr hrs), EDU 626-00LX (1.5 cr hrs), and EDU 674-00LX (1.5 cr hrs). Admin duties associated Grand Island #4 Community of Learning up to a max 33 hours at a rate of \$25.00 pr hr	Special

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Non-Ranked Faculty (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Mogensen, Carey	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 430-SS80 (3 cr hrs)	Special
Moore, Susan	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	SOC 110-00W0 (3 cr hrs)	Special
Nelsen, Dustin	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	BUS 336-00W0 (3 cr hrs)	Special
Neuhalfen, Kristen	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	CSL 409/509-00W0 (3 cr hrs)	Special
Niemann, Jill	Adjunct	N/A	\$1,683.00	State	08/19/19-12/17/19	N/A	EDU 452 (1.98 cr hrs)	Special
Nuss, Angela	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Nuss, Angela	Graduate Assistant	N/A	\$1,700.00	State	08/19/19-12/17/19	N/A	HSC 345-0080 (1 cr hr) and HSC 345-0081 (1 cr hr)	Special
O'Grady, Ryan	Adjunct	N/A	\$4,650.00	State	08/19/19-12/17/19	N/A	EDU 635-00LT (1.5 cr hrs), EDU 652-00 LT (1.5 cr hrs), and EDU 658-00LT (1.5 cr hrs). Admin duties associated Grand Island #3 Community of Learning up to a max 33 hours at a rate of \$25.00 pr hr	Special
Ohlerking, Mary Anne	Adjunct	N/A	\$4,650.00	State	08/19/19-12/17/19	N/A	EDU 635-SSLV (1.5 cr hrs), EDU 652-SSLV (1.5 cr hrs), and EDU 658-SSLV (1.5 cr hrs). Admin duties associated South Sioux City #14 Community of Learning up to a max 33 hours at a rate of \$25.00 pr hr	Special

## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

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Non-Ranked Faculty (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Ossian, James	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	EDU 689-00W0 (3 cr hrs) and EDU 690-00W0 (3 cr hrs)	Special
Parker, Karen	Adjunct	N/A	\$6,800.00	State	08/19/19-12/17/19	N/A	CIS 130-00W0 (3 cr hrs), CIS 231-0001 (3 cr hrs), CIS 232-0001 (1 cr hr), and CIS 232-0002 (1 cr hr)	Special
Paul, Kimberly	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 626-00W0 (3 cr hrs)	Special
Pepin, Suzanne	Adjunct	N/A	\$4,420.00	State	08/19/19-12/17/19	N/A	MUS 214-00W0 (2.60 cr hrs) and MUS 214-00W1 (2.60 cr hrs)	Special
Plager, Tiffany	Adjunct	N/A	\$2,775.00	State	08/01/19-12/17/19	N/A	Coordination of the NENTA program up to a maximum of 111 hours at \$25.00 per hour	Special
Plager, Tiffany	Adjunct	N/A	\$1,700.00	State	08/19/19-12/17/19	N/A	EDU 375-00H0 (1 cr hr) and EDU 375-00H1 (1 cr hr)	Special
Pofahl, Levi	Adjunct	N/A	\$7,650.00	State	08/19/19-12/17/19	N/A	PED 103-0002 (3 cr hrs), PED 103-0003 (3 cr hrs), and PED 314-0001 (3 cr hrs)	Special
Rahn, Kelli	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	SPD 435-SS80 (3 cr hrs)	Special
Rasmussen, Annette	Adjunct	N/A	\$850.00	State	08/19/19-12/17/19	N/A	EDU 456 (1 cr hr)	Special
Ridge, Ashley	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	PSY 435/535 (3 cr hrs)	Special
Ridling, Joseph	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Rotter-Hansen, Cyndi	Adjunct	N/A	\$425.00	State	08/19/19-12/17/19	N/A	EDU 456 (0.50 cr hr)	Special
Ruhl, Sylvia	Adjunct	N/A	\$1,700.00	State	08/19/19-12/17/19	N/A	EDU 310-00H0 (2 cr hrs)	Special

## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

COLLEGE: Wayne State College

MEETING DATE: November 14, 2019

Non-Ranked Faculty (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Saltsgiver, Theresa	Adjunct	N/A	\$1,122.00	State	08/19/19-12/17/19	N/A	EDU 452 (1.32 cr hrs)	Special
Schmitz, Janet	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	FRE 110-0001 (3 cr hrs)	Special
Schrick, Grant	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Scruggs, Leigh	Part-Time Faculty	N/A	\$800.00	State	08/05/19-08/14/19	N/A	Early On-Boarding	Special
Short, Donald	Adjunct	N/A	\$7,650.00	State	08/19/19-12/17/19	N/A	EDU 275-SS80 (3 cr hrs), EDU 302-SSH0 (3 cr hrs), and EDU 432-SS80 (3 cr hrs)	Special
Sieh, Michael	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	EDU 710-00W0 (3 cr hrs) and EDU 710-00W1 (3 cr hrs)	Special
Smith, Robbie	Adjunct	N/A	\$3,400.00	State	08/19/19-12/17/19	N/A	ITE 330-0001 (4 cr hrs)	Special
Stark, Carmen	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 417/517-00W0 (3 cr hrs)	Special
Stewart, Jacob	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Stogdill, Christopher	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	EDU 611-00W0 (3 cr hrs) and EDU 611-00W1 (3 cr hrs)	Special
Strohmyer, Brinton	Adjunct	N/A	\$4,000.00	State	08/19/19-12/17/19	N/A	BUS 350-MC80 (3 cr hrs)	Special
Stusse, Marni	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	SPD 302-SS80 (3 cr hrs)	Special
Teply, Cathy	Adjunct	N/A	\$5,100.00	State	08/19/19-12/17/19	N/A	CNA 451-0001 (3 cr hrs) and CNA 451-0002 (3 cr hrs)	Special
Ticer, Kaylee	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Timm, Cheryl	Adjunct	N/A	\$3,400.00	State	08/19/19-12/17/19	N/A	FCS 305-0001 (4 cr hrs)	Special
Tremain, Diane	Adjunct	N/A	\$1,122.00	State	08/19/19-12/17/19	N/A	EDU 452 (1.32 cr hrs)	Special



## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

COLLEGE: Wayne State College

MEETING DATE: November 14, 2019

Non-Ranked Faculty (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Tucker, Anne	Adjunct	N/A	\$850.00	State	08/19/19-12/17/19	N/A	EDU 457/557-00W0 (1 cr hr)	Special
Tusha, Mary	Adjunct	N/A	\$561.00	State	08/19/19-12/17/19	N/A	EDU 452 (0.66 cr hr)	Special
Uhing, Marlene	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 666-00W1 (3 cr hrs)	Special
Ulrich, Michelle	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	EDU 423-00H0 (3 cr hrs)	Special
Vander Weil, Zoe	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	CNA 100-0002 (3 cr hrs)	Special
Viall, Elizabeth	Part-Time Faculty	N/A	\$800.00	State	08/05/19-08/14/19	N/A	Early On-Boarding	Special
Von Glan, Leroy	Adjunct	N/A	\$3,400.00	State	08/19/19-12/17/19	N/A	ART 351/451/491 (4 cr hrs)	Special
Von Glan, Leroy	Adjunct	N/A	\$4,440.00	State	08/19/19-12/17/19	N/A	Studio Arts Technician up to a maximum of 277.50 hours at a rate of \$16.00 per hour	Special
White, Tanna	Adjunct	N/A	\$4,000.00	State	08/19/19-12/17/19	N/A	FCS 313-MC80 (3 cr hrs)	Special
Wieser, Janet	Adjunct	N/A	\$3,366.00	State	08/19/19-12/17/19	N/A	EDU 452 (3.30 cr hrs) and SPD 658/660 (0.66 cr hr)	Special
Wormington, Jillian	Part-Time Faculty	N/A	\$200.00	State	08/13/19-08/14/19	N/A	Early On-Boarding	Special
Wriedt, Jeannine	Adjunct	N/A	\$2,550.00	State	08/19/19-12/17/19	N/A	MAT 105-0001 (3 cr hrs)	Special
Zavadil, Dennis	Adjunct	N/A	\$7,650.00	State	08/19/19-12/17/19	N/A	MAT 105-0003 (3 cr hrs), MAT 110-0002 (3 cr hrs), and MAT 110-0003 (3 cr hrs)	Special
Ziska, Elizabeth	Adjunct	N/A	\$7,650.00	State	08/19/19-12/17/19	N/A	ENG 102-0003 (3 cr hrs), ENG 102-0005 (3 cr hrs), and ENG 102-0014 (3 cr hrs)	Special

## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

COLLEGE: Wayne State College

MEETING DATE: November 14, 2019

Unionized Professional Staff (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Backer, Jacqueline	Project Coordinator	N/A	\$44,860.00; Prorated \$35,604.00	State	09/16/19- 06/30/20	1.000	New Appointment	Special
Canham, Jennifer	Coordinator of Admissions Services	N/A	\$40,000.00; Prorated \$34,546.00	State	08/21/19- 06/30/20	1.000	New Appointment, replaced Kendall Uhrich	Special
Darnell, Kenneth Grant	Head Strength and Conditioning Coach	N/A	\$2,550.00	State	08/19/19- 12/17/19	1.000	PED 103-0004 (3 cr hrs)	Special
DePew, Kimberly	Assistant Coach-Volleyball	N/A	\$8,000.00	State	09/16/19- 06/30/20	1.000	Additional duties and responsibilities	N/A
Knight, Valerie	Librarian-Reference	N/A	\$2,550.00	State	08/19/19- 12/17/19	1.000	ENG 527-00W0 (3 cr hrs)	Special
Oswald, Laurie	Assistant Director-Financial Aid	N/A	\$1,500.00	State	07/01/19- 06/30/20	1.000	Complete degree	N/A
Quance, Marilyn	Librarian-Technical Services	N/A	\$2,550.00	State	08/19/19- 12/17/19	1.000	IDS 120-00W0 (2 cr hrs) and IDS 368-00W0 (1 cr hr)	Special
Schwarte, Amber	Assistant Coach-Women's Basketball	N/A	\$1,657.27	State	01/01/19- 06/06/19	1.000	2018-2019 Camp Pay	N/A
Szabla, Leah	Assistant Coach-Women's Basketball	N/A	\$38,500.00; Prorated \$35,711.00	State	07/29/19- 06/30/20	1.000	New Appointment, replaced Amber Schwarte	Special
West, Cassandra	Assistant Director-Residence Life	N/A	\$30,661.00; Prorated \$26,132.00	Revenue Bond	08/26/19- 06/30/20	1.000	New Appointment	Special

Non-Unionized Professional Staff (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Baldwin, Joseph	Head Women's Golf Coach	N/A	\$45,000.00; Prorated \$41,250.00	State	08/01/19- 06/30/20	1.000	New Appointment	Special
Dearstone, Tiffany	Director of Student Activities and Student Center	N/A	\$9,000.00	State	10/01/19- 06/30/20	1.000	Additional duties	Special
Dorcey McIntosh, Alicia	Director of Counseling	N/A	\$2,550.00	State	08/19/19- 12/17/19	1.000	CSL 202-0001 (3 cr hrs)	Special

Attachment: WSC Personnel Report November 2019 (2583 : Reports of Personnel Actions)

## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

COLLEGE: Wayne State College

MEETING DATE: November 14, 2019

Non-Unionized Professional Staff (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Dorcey McIntosh, Alicia	Director of Counseling	N/A	\$850.00	State	08/19/19-12/17/19	1.000	CSL 105-00W0 (1 cr hr)	Special
Kneifl, Scott	Head Volleyball & Beach Volleyball Coach	N/A	\$4,000.00	State	09/16/19-06/30/20	1.000	Additional duties and responsibilities	Special
Travnicek, Nancy	Director Learning Center	N/A	\$59,935.00	State	07/01/13-10/11/19	1.000	Resignation	N/A

Non-Unionized Professional Staff (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Aguirre, Alana	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Bassett, Brady	Graduate Assistant	N/A	\$8,000.00	State	08/01/19-05/08/20	N/A	Appointment	Special
Boyer, Alexander	Graduate Assistant	N/A	\$8,000.00	State	08/05/19-05/08/20	N/A	Appointment	Special
Canham, Jennifer	Part-time Professional Staff	N/A	\$97.00	State	08/13/19	N/A	Attend Admissions Retreat at an hourly rate of \$19.23	Special
Kaufer, Bradley	Graduate Assistant	N/A	\$8,000.00	State	08/01/19-05/02/20	N/A	Appointment	Special
Larson, Dakota	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
McCall, Russell	Graduate Assistant	N/A	\$8,000.00	State	08/05/19-05/08/20	N/A	Appointment	Special
McCall, Russell	Graduate Assistant	N/A	\$693.00	Revenue Bond	08/28/19-05/09/20	N/A	Athletic Laundry up to a maximum of 77 hours at a rate of \$9.00 per hour	Special
Mickey, Tanner	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/09/20	N/A	Appointment	Special
Ryles, Roderick	Graduate Assistant	N/A	\$8,000.00	State	08/05/19-05/08/20	N/A	Appointment	Special
Tran, Thuy	Graduate Assistant	N/A	\$6,400.00	State	08/18/19-05/08/19	N/A	Appointment	Special

## REPORT OF PERSONNEL ACTIONS TO THE CHANCELLOR

COLLEGE: Wayne State College

MEETING DATE: November 14, 2019

Non-Unionized Professional Staff (Part-Time/less than .75 FTE)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Tran, Thuy	Graduate Assistant	N/A	\$1,200.00	State	11/24/19-05/16/20	N/A	Assisting the Multicultural Center at a rate of \$10.00 per hour, not to exceed 120 hours	Special
Turner, Danielle	Graduate Assistant	N/A	\$8,000.00	State	08/19/19-05/08/20	N/A	Appointment	Special
Turner, Danielle	Graduate Assistant	N/A	\$693.00	Revenue Bond	08/28/19-05/09/20	N/A	Athletic Laundry up to a maximum of 77 hours at a rate of \$9.00 per hour	Special

Unionized Support Staff (Full-Time/.75 FTE or More)								
Name	Title/Assignment	Rank	Salary	Funding Source	Period of Employment	FTE	Reason for Action	Type of Appointment
Foote, Tyler	Maintenance Repair Worker IV	N/A	\$2,930.58/mo.	Revenue Bond/ State	08/13/19-06/30/20	1.000	Reclassification	N/A
Klein, Danielle	Office Assistant II	N/A	\$1,935.58/mo.	Grant	04/01/19-08/09/19	0.917	Resignation	N/A
Koch, Kalli	Custodian	N/A	\$1,808.67/mo.	Revenue Bond	12/03/18-08/28/19	1.000	Resignation	N/A
Kruger, Anna	Office Assistant II	N/A	\$2,000.00/mo.	State	09/16/19-06/30/20	1.000	New Hire, replaced Dorothy Wert	Probationary

**ITEMS FOR INFORMATION AND DISCUSSION\STUDENT AFFAIRS, MARKETING,  
AND ENROLLMENT**

November 14, 2019

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***INFORMATION ONLY:*      Student Trustee Selection Update**

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Jon Hansen, CSC; Jesse Dorman, PSC; and CD Douglas, WSC, will coordinate the 2020-21 Student Trustees' nomination process at their respective colleges. In an effort to increase interest, the System Office worked with the current Student Trustees to create videos to share on social media. Nominations from each College are due to the System Office by Friday, November 15. Governor Ricketts receives a booklet of all nominations from the System Office from which he selects the new student trustees.

## ITEMS FOR INFORMATION AND DISCUSSION FISCAL, FACILITIES, AND AUDIT

November 14, 2019

### **INFORMATION ONLY: Remission Fund Award Report**

In accordance with the Board's Tuition Remissions Policy 3400, the Colleges have provided the Chancellor with a summary of the remission funds awarded by category. Remissions are permitted by the state, allowing the NSCS to collect either no tuition or reduced tuition from students meeting specific criteria that are approved by the Board. The categories approved by the Board are spelled out in Board Policy 3400.

The first page of the attachment contains a summary by category of tuition remission awards for the entire System, comparing FY 2018-19 to FY 2017-18. The second page breaks those remissions out by each College, continuing the comparison to prior year.

The last category on each of the first two pages is entitled "Other Discretionary Waivers". These discretionary waivers are broken out into more detail on the third and final page of the report for each College.

A revision to Policy 3400 was approved by the Board in September, 2019 to allow the Colleges greater flexibility in the allocation of the tuition remissions, beginning for FY 2019-20. The revisions also noted that beginning in FY 2019-20 total remissions for all categories/programs, unless specifically excepted and approved by the Chancellor, generally shall not exceed twenty-two percent (22%) of the College's four (4) year average gross tuition.

Historically, remissions have been the following percentage of gross tuition:

	FY15	FY16	FY17	FY18	FY19
Chadron State	22.8%	22.7%	21.3%	21.7%	22.2%
Peru State	18.6%	16.6%	17.1%	18.0%	21.6%
Wayne State	17.9%	18.1%	19.2%	21.2%	21.2%

This remissions report will be adjusted to reflect the changes in Board Policy 3400 for FY 2019-20.

### **ATTACHMENTS:**

- Tuition Remission Report BOT FY19 BOT (PDF)

NEBRASKA STATE COLLEGE SYSTEM  
SUMMARY OF TUITION REMISSIONS AWARDED

	NE STATE COLLEGE SYSTEM			
	FY 2017-18		FY 2018-19	
	Number Awarded	Dollar Value Awarded	Number Awarded	Dollar Value Awarded
<b>SYSTEM-WIDE REMISSIONS</b>				
Board of Trustees Scholarships	266	1,308,741	251	1,298,992
Governor's Opportunity Award	15	26,768	9	20,620
NSCS Advantage Program	81	152,199	100	168,680
NSCS Teammates Advantage	20	49,170	23	55,764
Cooperating Schools Scholarships	236	567,412	205	519,445
Student Teacher Supervision	7	3,270	19	9,710
PHEAST Waivers	2	11,696	3	14,868
Employee Tuition Waivers	74	75,534	98	129,747
Immediate Family Tuition Remission	97	205,197	80	164,502
Survivors of Deceased Employees	-	-	-	-
Law Enforcement	14	7,520	15	8,781
Yellow Ribbon GI Program	-	-	1	1,277
Family of Deceased/Disabled Veterans	17	60,363	16	76,677
Member of Active Selected Reserve	1	1,032	-	-
In the Line of Duty Benefit	-	-	-	-
<b>SUBTOTAL SYSTEM-WIDE</b>	<b>830</b>	<b>2,468,902</b>	<b>820</b>	<b>2,469,063</b>
<b>COLLEGE-BASED REMISSIONS</b>				
Athletic Awards - Men	299	894,823	326	932,809
Athletic Awards - Women	178	464,185	203	469,521
Graduate Assistanship - Resident	40	120,564	27	93,009
Graduate Assistanship - Non-Resident	15	56,940	25	99,673
International Student Scholarships	44	76,646	33	84,008
Need-Based Waivers	416	322,784	362	266,739
Phi Theta Kappa CC Transfer Awards	38	184,616	49	193,084
Special Activity Awards	189	183,111	208	191,305
RHOP Waivers	137	654,074	151	739,860
RLOP Waivers	6	30,100	11	56,285
Other Discretionary Waivers*	1,288	2,033,460	2,113	2,426,838
<b>SUBTOTAL COLLEGE-BASED</b>	<b>2,650</b>	<b>5,021,303</b>	<b>3,508</b>	<b>5,553,131</b>
<b>TOTAL REMISSIONS</b>	<b>3,480</b>	<b>7,490,205</b>	<b>4,328</b>	<b>8,022,194</b>

\*Detailed Breakout of Other Discretionary on last page

\*\*Total "Number Awarded" includes duplication of individual students who receive more than one category of award

Attachment: Tuition Remission Report BOT FY19 BOT (2606 : Remission Fund Award Report)

NEBRASKA STATE COLLEGE SYSTEM  
SUMMARY OF TUITION REMISSIONS AWARDED

	CHADRON STATE COLLEGE				PERU STATE COLLEGE				WAYNE STATE COLLEGE			
	FY 2017-18		FY 2018-19		FY 2017-18		FY 2018-19		FY 2017-18		FY 2018-19	
	Number Awarded	Dollar Value Awarded	Number Awarded	Dollar Value Awarded	Number Awarded	Dollar Value Awarded	Number Awarded	Dollar Value Awarded	Number Awarded	Dollar Value Awarded	Number Awarded	Dollar Value Awarded
<b>SYSTEM-WIDE REMISSIONS</b>												
Board of Trustees Scholarships	93	441,868	84	417,897	69	360,144	70	372,839	104	506,729	97	508,256
Governor's Opportunity Award	7	7,912	3	7,611	4	10,234	4	8,319	4	8,622	2	4,690
NSCS Advantage Program	11	10,302	12	9,407	14	14,799	16	22,709	56	127,098	72	136,564
NSCS Teammates Advantage	6	14,018	6	15,576	7	17,092	9	21,541	7	18,060	8	18,647
Cooperating Schools Scholarships	42	101,652	39	93,446	78	195,256	76	202,536	116	270,504	90	223,463
Student Teacher Supervision	1	(600)	5	750	6	3,870	4	2,323	-	-	10	6,637
PHEAST Waivers	-	-	-	-	-	-	1	4,425	2	11,696	2	10,443
Employee Tuition Waivers	32	26,329	34	29,397	13	15,407	33	63,457	29	33,798	31	36,893
Immediate Family Tuition Remission	35	63,728	31	59,177	18	47,076	-	-	44	94,393	49	105,325
Survivors of Deceased Employees	-	-	-	-	-	-	-	-	-	-	-	-
Law Enforcement	2	1,292	1	319	7	2,014	7	4,957	5	4,214	7	3,505
Yellow Ribbon GI Program	-	-	-	-	-	-	-	-	-	-	1	1,277
Family of Deceased/Disabled Veterans	6	19,685	5	22,515	-	-	-	-	11	40,678	11	54,162
Members of Active Selected Reserve	-	-	-	-	-	-	-	-	1	1,032	-	-
In the Line of Duty Benefit	-	-	-	-	-	-	-	-	-	-	-	-
<b>SUBTOTAL SYSTEM-WIDE</b>	<b>235</b>	<b>686,186</b>	<b>220</b>	<b>656,095</b>	<b>216</b>	<b>665,892</b>	<b>220</b>	<b>703,106</b>	<b>379</b>	<b>1,116,824</b>	<b>380</b>	<b>1,109,862</b>
<b>COLLEGE-BASED REMISSIONS</b>												
Athletic Awards - Men	108	356,274	99	337,103	93	292,367	118	329,642	98	246,182	109	266,064
Athletic Awards - Women	46	145,546	46	122,428	76	177,821	93	214,907	56	140,818	64	132,186
Graduate Assistanship - Resident	18	47,724	11	36,615	3	6,450	2	7,301	19	66,390	14	49,093
Graduate Assistanship - Non-Resident	6	23,220	9	37,170	-	-	-	-	9	33,720	16	62,503
International Student Scholarships	19	35,174	15	61,282	-	-	-	-	25	41,472	18	22,726
Need-Based Waivers	-	-	-	-	127	108,810	128	97,350	289	213,974	234	169,389
Phi Theta Kappa CC Transfer Awards	21	101,308	26	116,379	9	38,872	15	39,712	8	44,436	8	36,993
Special Activity Awards	65	111,135	70	106,530	34	28,864	47	43,325	90	43,112	91	41,450
RHOP Waivers	48	226,008	55	260,898	23	120,788	18	95,049	66	307,278	78	383,913
RLOP Waivers	6	30,100	11	56,285	-	-	-	-	-	-	-	-
Other Discretionary Waivers*	445	939,970	397	850,134	490	187,669	758	365,322	353	905,821	958	1,211,382
<b>SUBTOTAL COLLEGE-BASED</b>	<b>782</b>	<b>2,016,459</b>	<b>739</b>	<b>1,984,824</b>	<b>855</b>	<b>961,641</b>	<b>1,179</b>	<b>1,192,608</b>	<b>1,013</b>	<b>2,043,203</b>	<b>1,590</b>	<b>2,375,699</b>
<b>TOTAL REMISSIONS</b>	<b>1,017</b>	<b>2,702,645</b>	<b>959</b>	<b>2,640,919</b>	<b>1,071</b>	<b>1,627,533</b>	<b>1,399</b>	<b>1,895,714</b>	<b>1,392</b>	<b>3,160,027</b>	<b>1,970</b>	<b>3,485,561</b>



NEBRASKA STATE COLLEGE SYSTEM  
 SUMMARY OF TUITION REMISSIONS AWARDED  
 \*BREAKOUT OF "OTHER DISCRETIONARY WAIVERS"

OTHER DISCRETIONARY CATEGORIES	CHADRON STATE COLLEGE			
	FY 2017-18		FY 2018-19	
	Number Awarded	Dollar Value Awarded	Number Awarded	Dollar Value Awarded
Presidential Gold, Silver, Bronze	74	303,542	36	157,566
Presidential Merit, Honors	39	91,437	75	128,158
Sterling & Eagle Presidentials	30	70,692	18	43,983
Rising & Soaring Eagle	-	-	66	87,567
Presidential Excellence/Oppportunity	128	254,177	130	311,980
Eagle Excellence	91	75,730	-	-
Eagle Newspaper Waivers	4	3,600	6	4,007
Community College Waivers	7	31,820	5	25,310
Senior Citizen Remissions	1	344	6	4,248
Observation & Participation Waivers	25	13,459	6	8,186
Learners Edge	-	-	-	-
Scholastic Contest	5	23,736	1	5,664
Rodeo	21	55,862	21	55,168
Eagle Cheer	14	6,500	15	5,250
Athletic Training TW	-	-	3	6,523
CSC Tuition Waiver	6	9,071	9	6,524
<b>TOTAL CSC "OTHER DISCRETIONARY"</b>	<b>445</b>	<b>939,970</b>	<b>397</b>	<b>850,134</b>

OTHER DISCRETIONARY CATEGORIES	PERU STATE COLLEGE			
	FY 2017-18		FY 2018-19	
	Number Awarded	Dollar Value Awarded	Number Awarded	Dollar Value Awarded
Bridge Waiver	16	8,256	12	6,372
Campus Continuing	1	1,000	-	-
Grad Cohort	66	33,000	84	42,250
One Rate Any State	282	5,783	263	5,397
Admissions Ambassadors	-	-	-	-
Campus Representatives	3	9,804	3	7,700
Dean's Scholarship	-	-	31	26,250
Dean's I Scholarship	6	6,000	-	-
Dean's II Scholarship	23	11,000	-	-
Dean's I Transfer Scholarship	6	5,500	-	-
Dean's II Transfer Scholarship	1	500	-	-
Chancellor's Scholarship	4	9,430	2	4,635
Chancellor's Transfer Scholarship	7	9,000	28	37,500
President's Scholarship	4	8,000	24	28,400
President's Transfer Scholarship	7	6,600	-	-
Transfer Scholarship	-	-	52	20,625
Veteran's Waiver	10	42,056	15	64,251
TJ Majors Scholarship	-	-	53	24,250
William Daily Scholarship	-	-	22	10,125
Ariens Family Scholarship	-	-	8	21,198
TRIO Programs	-	-	12	3,449
No Boundaries	12	27,915	7	35,670
Complete Your App Now!	-	-	90	22,500
Bobcat Selfie	42	3,825	52	4,750
<b>TOTAL PSC "OTHER DISCRETIONARY"</b>	<b>490</b>	<b>187,669</b>	<b>758</b>	<b>365,322</b>

OTHER DISCRETIONARY CATEGORIES	WAYNE STATE COLLEGE			
	FY 2017-18		FY 2018-19	
	Number Awarded	Dollar Value Awarded	Number Awarded	Dollar Value Awarded
Community College Transfers	6	30,272	9	39,117
Presidential	46	232,544	49	250,101
Education Matters Awards	102	198,462	100	195,505
Neihardt	37	196,338	47	258,243
Black and Gold	146	214,015	295	398,783
ROTC	1	344	6	2,478
Dual Enrollment	-	-	422	19,855
Cooperating School Partner	12	30,032	16	39,559
City of Wayne Waiver	1	2,064	1	1,062
Student Leadership	2	1,750	1	750
CSC Tuition Remissions	-	-	12	5,929
<b>TOTAL WSC "OTHER DISCRETIONARY"</b>	<b>353</b>	<b>905,821</b>	<b>958</b>	<b>1,211,382</b>

## ITEMS FOR INFORMATION AND DISCUSSION FISCAL, FACILITIES, AND AUDIT

November 14, 2019

### **INFORMATION ONLY: Year End Revenue Bond Expenditure Report**

Year end revenue bond expenditure reports from each of the Colleges are provided to the Board for information, as per Board Policy 6011 and the Master Resolution as noted below.

The revenue bond Master Resolution requires the submission of periodic financial reports to the Board of Trustees. In keeping with that requirement, the Colleges have provided expenditure reports for the 2018-2019 fiscal year.

The reports are intended to demonstrate that the Colleges' revenue bond programs are operating at the financial stream needed to retire the debt obligations. Bond documents require debt service coverage of 110% of the annual principal and interest payment to the bond holders. Board policy requires 125% debt service coverage for Wayne State and Chadron State and 135% for Peru State. The reports indicated the following coverage:

Chadron State College	146%
Peru State College	219%
Wayne State College	280%

All the ratios are above those indicated by the indentures and policy and all three Colleges' debt service coverage ratios are higher than their individual budgeted ratios.

Historical debt service coverage ratios, based on the annual audit reports have been:

	FY15	FY16	FY17	FY18	FY19
Chadron	875%	206%	191%	150%	146%
Peru	332%	320%	233%	290%	219%
Wayne	371%	364%	235%	249%	280%

### **ATTACHMENTS:**

- CSC Revenue Bond Expenditure Report (PDF)
- PSC Revenue Bond Expenditure Report (PDF)
- WSC Revenue Bond Expenditure Report (PDF)

**Chadron State College**  
**Revenue Bond Expenditure Report**  
**For the 12 Months Ending June 30, 2019**

Report Date: October 22, 2019

Report Period: FY 2019

	<b>Budgeted FY 2019</b>	<b>Year-to-Date FY 2019</b>	<b>Percent of Budget</b>
<b><u>Revenues:</u></b>			
Dormitory Rentals	\$2,450,000	\$2,142,297	87.44%
Apartment/House Rentals	\$61,500	80,406	130.74%
Facilities Rentals	\$35,500	37,826	106.55%
Food Service Contracts	\$2,444,000	2,068,804	84.65%
Food Service Commissions	\$391,000	365,083	93.37%
Facilities Fees*	\$982,000	904,065	92.06%
Bookstore Commissions	\$34,000	29,189	85.85%
Investment/Interest Income**	\$63,000	119,410	189.54%
Other Income**	\$75,000	74,640	99.52%
<b>Total Revenues</b>	<b>\$6,536,000</b>	<b>\$5,821,720</b>	<b>89.07%</b>
<b><u>Expenditures:</u></b>			
FTE 22.8			
Salaries and Benefits	\$1,875,000	\$1,377,208	73.45%
Utilities	\$625,000	622,019	99.52%
Insurance	\$30,000	23,410	78.03%
Equipment & Furnishings	\$10,000	0	0.00%
Capital Outlay	\$10,000	0	0.00%
Telephone/Cable T.V & Internet Services	\$75,000	36,877	49.17%
Supplies	\$300,000	201,561	67.19%
Repairs and Maintenance	\$175,000	55,046	31.45%
Other Operating Expenses		75,913	
Subtotal - Operations and Maintenance	<b>\$3,100,000</b>	<b>\$2,392,034</b>	<b>77.16%</b>
Food Service Payments	\$2,154,600	\$2,133,409	99.02%
Debt Service	\$887,888	887,888	100.00%
Total Expenditures	<b>\$6,142,488</b>	<b>\$5,413,331</b>	<b>88.13%</b>
<b>Available for Distribution</b>			
to Subsidiary Funds	<b>\$393,512</b>	<b>\$408,389</b>	<b>103.78%</b>
<b>Debt Service Coverage Ratio</b>	<b>1.44</b>	<b>1.46</b>	

\*All student derived fees

\*\*Includes non DAS account revenues

Attachment: CSC Revenue Bond Expenditure Report (2599 : Year End Revenue Bond Expenditure Report)

**Peru State College**  
**Revenue Bond Expenditure Report**  
**For the 12 Months Ending June 30, 2019**

Report Period: FY 2019

	<b>Budgeted FY19</b>	<b>Year-to-Date FY19</b>	<b>Percent of Budget</b>
<b><u>Revenues:</u></b>			
Residence Hall/Dormitory Rentals	\$1,661,217	\$1,664,226	100.18%
Apartment/House Rentals	151,069	160,205	106.05%
Facilities Rentals	0	23,420	0.00%
Food Service Contracts	1,743,722	1,710,944	98.12%
Food Service Commissions	0	0	0.00%
Facilities Fees*	1,024,766	1,091,894	106.55%
Bookstore Commissions/Income	36,309	36,969	101.82%
Parking Fees/Fines	0	0	0.00%
Trustee Investment/Interest Income	25,000	128,372	513.49%
Other Income	32,674	27,677	84.71%
<b>Total Revenues</b>	<b>\$4,674,757</b>	<b>\$4,843,707</b>	<b>103.61%</b>
<b><u>Expenditures:</u></b>			
<b>Total FTE 14.58</b>			
Salaries and Benefits	\$743,425	\$774,400	104.17%
Utilities	302,500	229,530	75.88%
Insurance	42,047	49,747	118.31%
Equipment & Furnishings	75,000	5,008	0.00%
Capital Outlay	0	0	0.00%
Communication	37,015	9,645	26.06%
Supplies	85,000	189,821	223.32%
Repairs and Maintenance	119,470	42,992	35.99%
Other Operating Expenses	154,894	159,521	102.99%
Subtotal - Operations and Maintenance	<b>\$1,559,351</b>	<b>\$1,460,664</b>	<b>93.67%</b>
Food Service Payments	\$1,452,257	\$1,313,488	90.44%
Debt Service	944,565	944,565	100.00%
Total Expenditures	<b>\$3,956,173</b>	<b>\$3,718,717</b>	<b>94.00%</b>
<b>Available for Distribution</b>			
to Subsidiary Funds	<b>\$718,584</b>	<b>\$1,124,990</b>	<b>156.56%</b>
<b>Debt Service Coverage Ratio</b>	<b>1.76</b>	<b>2.19</b>	

\*All student derived fees

Attachment: PSC Revenue Bond Expenditure Report (2599 : Year End Revenue Bond Expenditure Report)

**Wayne State College**  
**Revenue Bond Expenditure Report**  
**For the Fiscal Year Ending June 30, 2019**

Report Date: November 14, 2019

Report Period: July 1, 2018-June 30, 2019

	<b>Budgeted 18-19</b>	<b>Year-to-Date 18-19</b>	<b>Percent of Budget</b>
<b><u>Revenues:</u></b>			
Residence Hall/Dormitory Rentals	\$4,225,000	\$4,349,438	102.95%
Apartment/House Rentals	0	0	0.00%
Facilities Rentals	3,900	3,662	93.90%
Food Service Contracts	4,400,000	4,432,675	100.74%
Food Service Commissions	61,000	69,304	113.61%
Facilities Fees*	1,238,000	1,403,600	113.38%
Bookstore Commissions/Income	105,000	111,477	106.17%
Parking Fees/Fines	38,000	42,346	111.44%
Trustee Investment/Interest Income	175,500	241,911	137.84%
Other Income	113,800	78,240	68.75%
<b>Total Revenues</b>	<b>\$10,360,200</b>	<b>\$10,732,653</b>	<b>103.60%</b>
<b><u>Expenditures:</u></b>			
FTE 56.81			
Salaries and Benefits	\$2,370,080	\$2,058,222	86.84%
Utilities	1,300,000	1,004,866	77.30%
Insurance	40,000	26,659	66.65%
Equipment & Furnishings	180,000	159,591	88.66%
Capital Outlay	50,000	33,938	67.88%
Telephone/Cable Television/Internet	200,000	183,741	91.87%
Supplies	270,000	213,799	79.18%
Repairs and Maintenance	660,000	549,308	83.23%
Other Operating Expenses	489,468	340,300	69.52%
<b>Subtotal - Operations and Maintenance**</b>	<b>\$5,559,548</b>	<b>\$4,570,424</b>	<b>82.21%</b>
Food Service Payments	\$2,270,000	\$2,260,421	99.58%
Debt Service	1,395,968	1,395,968	100.00%
<b>Total Expenditures</b>	<b>\$9,225,516</b>	<b>\$8,226,813</b>	<b>89.17%</b>
<b>Available for Distribution to Subsidiary Funds</b>	<b>\$1,134,684</b>	<b>\$2,505,840</b>	<b>220.84%</b>
<b>Debt Service Coverage Ratio</b>	<b>1.81</b>	<b>2.80</b>	

\*All student derived fees

\*\*Revolving Funds Budget: Includes new appropriation of \$4,768,720 and carryforward balance of \$790,828.

Attachment: WSC Revenue Bond Expenditure Report (2599 : Year End Revenue Bond Expenditure Report)

**ITEMS FOR INFORMATION AND DISCUSSION FISCAL, FACILITIES, AND AUDIT**

November 14, 2019

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**INFORMATION ONLY: Grant Applications and Awards for Information**

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Board Policy 6024 requires the reporting of grant awards and applications to the Board as information, if they do not have a state maintenance of effort or future fiscal responsibility.

**Chadron State Awards**

- Bringing Awareness of Behavioral Health Career Paths to Rural Middle School Students (Behavioral Health Education of Nebraska [BHECN]) -- \$816
- Child Development Center Child Care Subsidy (Child Care and Development Block Grant) -- \$15,900
- NASA Nebraska Space Grant Consortium Fellowship 2019-2020 (National Aeronautics & Space Administration [NASA]) -- \$4,000

**Wayne State Award**

- TRiO Student Support Services (U.S. Department of Education) -- \$354,325 for year 5 (2019-2020)

**ATTACHMENTS:**

- CSC Grant Award-BHECN (PDF)
- CSC Grant Award-Child Care (PDF)
- CSC Grant Award-NASA (PDF)
- WSC Grant Award-TRiO (PDF)

**NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS**

College: Chadron State College		Date: November 14, 2019
Notice of Intent	Application:	Accept Award: X
Name of Program: Bringing Awareness of Behavioral Health Career Paths to Rural Middle School Students		
Funding Source: Behavioral Health Education Center of Nebraska (BHECN) Also indicate if the source is federal, state or private: State		
Is this grant a <b>Sub-Award</b> ?		Yes: X    No:
If a sub-award, indicate the agency the sub-award is through: University of Nebraska Medical Center		
Amount Requested: \$816.00	Amount Awarded: \$816.00	Funding Period: 7/1/2019 to 6/30/2020 Please indicate specific dates for the grant.
Closing Date for Application Submission: June 1, 2019		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? Yes		Date Approved/Reviewed: September 13, 2019
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes:    No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require <b>State Matching Funds</b> ?		Yes:    No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Support</b> ?		Yes:    No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:    No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes:    No:
How many FTE positions will the grant fund?		FTE: 0
How many of these are new positions?		New FTE:
Briefly describe the purpose(s) of this application/award: This project is a collaborative effort between Dr. Jones-Hazledine, area psychologist, and Dr. Wilson, a counselor educator at Chadron State College. The purpose of this project is to expose area middle school students to behavioral health professions. Drs. Jones-Hazledine and Wilson will travel to area middle schools to present on different behavioral health careers.		
Is this grant a continuation of a previous/existing grant?		Yes:    No: X
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program:		
Has this grant application been previously denied?		Yes:    No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Dr. Tara Wilson		
Administrator responsible for approving the application: Dr. Randy Rhine		

Attachment: CSC Grant Award-BHECN (2596 : Grant Applications and Awards for Information)

## NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Chadron State College		Date: November 14, 2019
Notice of Intent	Application:	Accept Award: X
Name of Program: Child Development Center Child Care Subsidy		
Funding Source: Child Care and Development Block Grant Also indicate if the source is federal, state or private: Federal		
Is this grant a <b>Sub-Award</b> ?		Yes: X    No:
If a sub-award, indicate the agency the sub-award is through: NE Department of Health and Human Services		
Amount Requested:	Amount Awarded: \$15,900.00* *Estimated from Prior Year Total Reimbursement	Funding Period: 7/1/2019 to 6/30/2020 Please indicate specific dates for the grant.
Closing Date for Application Submission: NA		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? No		Date Approved/Reviewed:
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes:    No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require <b>State Matching Funds</b> ?		Yes:    No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Support</b> ?		Yes:    No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:    No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes:    No:
How many FTE positions will the grant fund?		FTE: 0
How many of these are new positions?		New FTE:
Briefly describe the purpose(s) of this application/award: This award aids the existing Child Development Center by providing funding to improve the children's overall wellness. The Child Development Center is an education center with the purpose of educating CSC's students in education.		
Is this grant a continuation of a previous/existing grant?		Yes: X    No:
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program: Program is the same as prior years, and the funding amount received is congruent with prior years.		
Has this grant application been previously denied?		Yes:    No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Lona Downs		
Administrator responsible for approving the application: Dr. Randy Rhine		



## NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Chadron State College		Date: November 14, 2019
Notice of Intent	Application: X	Accept Award: X
Name of Program: Nasa Nebraska Space Grant Consortium Fellowship 2019-2020 (Joseph Keating)		
Funding Source: National Aeronautics & Space Administration (NASA) Also indicate if the source is federal, state or private: Federal		
Is this grant a <b>Sub-Award</b> ?		Yes: X    No:
If a sub-award, indicate the agency the sub-award is through: University of Nebraska at Omaha		
Amount Requested: \$4,000.00	Amount Awarded: \$4,000.00	Funding Period: 8/1/2019 to 3/31/2020 Please indicate specific dates for the grant.
Closing Date for Application Submission: August 2019		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? No		Date Approved/Reviewed:
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes:    No: X
If yes, indicate dollar amount and/or percentage rate allowed:		
Will this grant require <b>State Matching Funds</b> ?		Yes:    No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Support</b> ?		Yes:    No: X
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.):		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:    No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes:    No:
How many FTE positions will the grant fund?		FTE: 0
How many of these are new positions?		New FTE:
Briefly describe the purpose(s) of this application/award: Requested funding will be fellowship for a student to conduct research on finding an inhibitor of the enzyme FosB, making fosfomycin an effective treatment option for methicillin-resistant Staphylococcus aureus (MRSA).		
Is this grant a continuation of a previous/existing grant?		Yes: X    No:
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program: This program has often provided fellowships for students' research at CSC. Research topics vary per award. Funding for the past and current years are \$4,000.00 per student		
Has this grant application been previously denied?		Yes:    No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Dr. Mary Keithly		
Administrator responsible for approving the application: Dr. Randy Rhine		

## NOTICE OF INTENT TO APPLY FOR, OR TO ACCEPT, AWARDS OF NON-STATE CONTRACTS OR GRANTS

College: Wayne State College		Date: November 14, 2019
Notice of Intent	Application:	Accept Award: X
Name of Program: TRiO Student Support Services		
Funding Source: U.S. Department of Education Also indicate if the source is federal, state or private: Federal		
Is this grant a <b>Sub-Award</b> ?		Yes:      No: X
If a sub-award, indicate the agency the sub-award is through:		
Amount Requested: \$308,069 for Year 1 (2015-2016)	Amount Awarded \$354,325 for Year 5 (2019-2020)	Funding Period: Year 5 09/01/2019-08/31/2020 Please indicate specific dates for the grant.
Closing Date for Application Submission: February 2, 2015		
When reporting Grant Award-- Has Grant Application been approved/reviewed by the Board? Yes		Date Approved/Reviewed: 03/26/15
Does this grant include <b>Indirect Cost Funds</b> for the College's use?		Yes: X      No:
If yes, indicate dollar amount and/or percentage rate allowed: 8% of modified total direct costs		
Will this grant require <b>State Matching Funds</b> ?		Yes:      No: X
If yes, indicate dollar amount and specific uses of funds (i.e., salaries, honorariums, travel, office supplies, phone, postage, space rental, equipment, etc.):		
Will this grant require <b>In-Kind Support</b> ?		Yes: X      No:
If yes, describe briefly (i.e., faculty release time, support personnel, use of office space, telephone, office supplies, etc.): Wayne State College will provide facilities, support through many other offices on campus, and a small amount of operating support.		
Is <b>State Maintenance of Effort</b> or <b>Future Fiscal Responsibility</b> required?		Yes:      No: X
If yes, describe briefly		
Are there restrictions imposed by regulation on claiming indirect costs?		Yes: X      No:
How many FTE positions will the grant fund?		FTE: 5.51
How many of these are new positions?		New FTE: 0.00
Briefly describe the purpose(s) of this application/award: This award will provide funding to continue the TRiO Student Support Services Office at Wayne State College. The grant is awarded for a five-year period from 09/01/2015 to 08/31/2020. The award amount of \$354,325 for the fifth year includes additional funds for salaries, benefits and operating costs. The total award of \$1,644,016 for the five years provides funding for salaries, benefits, travel, supplies and indirect costs. The program also includes funds for speaker, trainer and presenter fees for activities of an educational or cultural nature. The program will serve 225 low income, first generation and/or physically handicapped students. The goal of the TRiO Student Support Services program is to reduce the number of disadvantaged students dropping out of college because of academic problems and/or related difficulties.		
Is this grant a continuation of a previous/existing grant?		Yes:      No: X
If a continuation grant, describe the previous grant in terms of amount, funding period, and any differences in program: While this is technically a new award for the fifth year of five years of funding beginning September 1, 2015 through August 31, 2020, it continues a very successful TRiO Student Support Services program, which has been funded since 1990-91.		
Has this grant application been previously denied?		Yes:      No: X
If yes, please state the reason:		
Person responsible for the preparation of the application: Dr. Jeffrey Carstens, Director of TRiO Student Support Services		
Administrator responsible for approving the application: Ms. Angie Fredrickson, Vice President Administration & Finance		

Attachment: WSC Grant Award-TRiO (2596 : Grant Applications and Awards for Information)

**ITEMS FOR INFORMATION AND DISCUSSION/FISCAL, FACILITIES, AND AUDIT**

November 14, 2019

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**INFORMATION ONLY: Physical Plant Status Reports**

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Pursuant to Board Policy 8050, Physical Plant Status Reports from each of the Colleges are provided to the Board for information.

**ATTACHMENTS:**

- CSC Physical Plant Status Report (PDF)
- PSC Physical Plant Status Report (PDF)
- WSC Physical Plant Status Report (PDF)

<b>PHYSICAL PLANT STATUS REPORT</b>		
July to September 2019		
Chadron State College		Meeting Date: November 14, 201
Project Description	Status	Fund Source
<b>LB 309 Projects</b>		
<b>Armstrong Building</b> Roof Replacement	Complete	LB 309
<b>King Library</b> ADA Restroom Remodel	In Progress	LB 309
<b>King Library</b> Window Upgrade	Complete	LB 309
<b>Nelson Activities Center</b> Electrical Switchgear Replacement	In Progress	LB 309
<b>Contingency Maintenance Projects</b>		
<b>Andrews Hall</b> Elevator Upgrade	In Progress	Contingency Maintenance
<b>Andrews Hall</b> Lighting Retrofit	In Progress	Contingency Maintenance
<b>Crites Hall</b> ADA Ramp	In Progress	Contingency Maintenance
<b>Eagle Ridge</b> Drainage System	Funded	Contingency Maintenance
<b>High Rise</b> Shower/Mechanical Renovation	Complete	Contingency Maintenance
<b>High Rise</b> Mechanical Room/Infrastructure Upgrades	Funded	Contingency Maintenance
<b>High Rise</b> Plumbing Upgrade	In Progress	Contingency Maintenance
<b>Mechanical Room</b> Upgrades	In Progress	Contingency Maintenance
<b>Residence Hall</b> Security Cameras	In Progress	Contingency Maintenance
<b>Residence Hall</b> Campus Wireless Upgrades	Substantially Complete	Contingency Maintenance
<b>Revenue Bond Buildings</b> Asbestos Abatement	In Progress	Contingency Maintenance
<b>Revenue Bond Buildings</b> Door/Cabinet Repair/Replacement	In Progress	Contingency Maintenance
<b>Revenue Bond Buildings</b> Entrance Upgrades	In Progress	Contingency Maintenance
<b>Revenue Bond Buildings</b> Envelope Repair	In Progress	Contingency Maintenance
<b>Revenue Bond Buildings</b> Flooring Replacement	In Progress	Contingency Maintenance
<b>Revenue Bond Buildings</b> Furnishings	In Progress	Contingency Maintenance
<b>Revenue Bond Buildings</b> Lighting Retrofit	In Progress	Contingency Maintenance
<b>Student Center</b> Specialty Equipment	In Progress	Contingency Maintenance
<b>Other Capital Construction Projects</b> (Include all projects using non-state or state funds that do not "fit" into any of the other categories)		
<b>Stadium/Track</b> Improvement Project	In Progress	LB 957
<b>Math Science</b> Renovation & Addition	In Progress	LB?; 309 Task Force; Cash

**PHYSICAL PLANT STATUS REPORT  
As of September 30, 2019**

College: Peru State College

Meeting Date: November 14, 2019

<b>Project Description</b>	<b>Status</b>	<b>Fund Source</b>
<b>LB 309 Projects</b>		
Campus Fire Alarm Replacement	Substantially Complete	LB 309
ADA Improvements Study	In Progress	LB 309
HVAC Controls Upgrade	In Progress	LB 309
<b>Revenue Bond Projects</b>		
Delzell Hall Renovation	Substantially Complete	Bond Funds
<b>Contingency Maintenance Projects</b>		
Delzell Hall & Student Center Repairs	In Progress	Contingency Maintenance
R&R Equipment Infrastructure	In Progress	Contingency Maintenance
R&R Furnishings	In Progress	Contingency Maintenance
Centennial Complex Main Switchboard	In Progress	Contingency Maintenance
Fire Alarm Replacement	Substantially Complete	Contingency Maintenance
Clayburn Matthews Electrical Upgrade	In Progress	Contingency Maintenance
Nicholas Pate Electrical Upgrade	In Progress	Contingency Maintenance
Palmer Davidson Electrical Upgrade	In Progress	Contingency Maintenance
Centennial Complex Common Areas Updates	In Progress	Contingency Maintenance
<b>Other Capital Construction Projects</b>		
(Include all projects using non-state or state funds that do not "fit" into any of the other categories)		
Athletic Field House Phase II	In Progress	Capital Improvement Fees College Cash Funds Foundation
Theatre Renovation	Substantially Complete	State Appropriation LB 957 Foundation Capital Improvement Fees College Cash Funds LB 309

Attachment: PSC Physical Plant Status Report (2594 : Physical Plant Status Reports)

## PHYSICAL PLANT STATUS REPORT

As of September 30, 2019

College: Wayne State College

Meeting Date: November 14, 2019

<b>LB 309 Projects</b>		
<b>Project Description</b>	<b>Status</b>	<b>Fund Source</b>
Brandenburg Education Foundation Wall Waterproofing	In Design	LB 309
Energy Plant Efficiency Improvements	In Progress	LB 309
<b>Contingency Maintenance Projects</b>		
<b>Project Description</b>	<b>Status</b>	<b>Fund Source</b>
Anderson Hall Restroom Upgrades	In Progress	Contingency Maint.
Berry Hall Fire Sprinkler Install-West Wing	Complete	Contingency Maint.
Bowen Exterior Sealant	Complete	Contingency Maint
Morey Hall Fire Sprinkler Install	Complete	Contingency Maint.
Natorium Roof Replacement	In Design	Contingency Maint.
Student Center West Penthouse HVAC Upgrade	In Progress	Contingency Maint.
<b>Other Capital Construction Projects</b>		
(Include all projects using non-state or state funds that do not "fit" into any of the other categories)		
<b>Project Description</b>	<b>Status</b>	<b>Fund Source</b>
Benthack Hall Renovation	Programming Refresh/Design	Cash
Center for Applied Technology	Substantially Complete	State Appropriation-LB605 Bonds/Cash/WS Foundation
Criminal Justice Crime Scene Investigation Facility	Substantially Complete	Capital Improvement Fees/WS Foundation
Entry Monument Sign	In Progress	Cash/WS Foundation
Peterson Fine Arts Renovation	Programming	Cash
Stadium Press Box	Substantially Complete	Cap Impr Fees/LB 309/Sport Facilities Cash/WS Foundation/Cash
Terrace Hall Air Conditioning	Substantially Complete	Contingency Maint./ Revenue Bond

**ITEMS FOR INFORMATION AND DISCUSSION FISCAL, FACILITIES, AND AUDIT**

November 14, 2019

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**INFORMATION ONLY: Capital Construction Quarterly Reports**

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Pursuant to Board Policy 8050, Capital Construction Progress Reports from each of the Colleges are provided to the Board for information on a quarterly basis.

**Chadron**

1. Stadium Facility - Interim report

**Peru**

1. Delzell Renovation - Interim report
2. Field House Phase II - Interim report
3. Theater Renovation - Interim report

**Wayne**

1. Center for Applied Technology - Interim report
2. Press Box Replacement - Interim report

**ATTACHMENTS:**

- CSC Capital Construction Quarterly Report-Stadium (PDF)
- PSC Capital Construction Quarterly Report-Delzell (PDF)
- PSC Capital Construction Quarterly Report-Field House (PDF)
- PSC Capital Construction Quarterly Report-Theatre (PDF)
- WSC Capital Construction Quarterly Report-CAT (PDF)
- WSC Capital Construction Quarterly Report-Press Box (PDF)

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT**  
as of September 30, 2019

Chadron State College		Meeting Date: November 14, 2019		
<b>Project Information</b>	Project Title:	Stadium Facility		
	Program Number:			
	Professional Consultant:	Bahr Vermeer and Haecker (BVH)		
	General Contractor:	Adolfson & Peterson Construction		
	Net Square Footage: 13,014	Gross Square Footage: 20,021 per Program Statement		
	Bid Opening Date	(enter dates)		
	Notice of Proceed Date Estimated Completion Date Final Acceptance Date			
<b>Project Dates</b>	Professional Consultants:	Bahr Vermeer and Haecker (BVH)		
	Needs Statement	5/20/14		
	Program Statement	8/13/15		
	Professional Services Contract	12/1/14		
	Bonds Sold	8/17/16		
	Preliminary Plans			
	Design Development	3/24/17		
	Construction Contract	10/17/16		
	Substantial Completion Phase I Final Completion	8/23/18		
<b>Report Information</b>	Status	Initial Report:	3/24/2017	
		Interim Report:	X	
		Final Report:		
<b>Financial Information</b>				
State Buildings	State Funds--LB No: 957	\$6,436,911.00		
	Federal Funds	\$0.00		
	LB 309 Funds	\$0.00		
	Sports Facility Cash Funds	\$900,000.00		
	Cash Funds	\$900,000.00		
	Capital Imp. Fee Commitment	\$850,000.00		
	Other	\$1,407,219.00		
Total Available	\$10,494,130.00			
Revenue Bond Buildings	Bonds Sold			
	Costs of Issuance/Reserves			
	Balances of Proceeds			
Revenue Sources for Construction	1. Bond Proceeds			
	2. Interest Earnings			
	3. Other			
	Total Available	\$0.00		
<b>Expenditure Information</b>	Proposed Budget	Expended to Date	Balance	
	Program Planning		\$0.00	
	Professional Fees	\$944,299.00	\$922,416.72	\$21,882.28
	Life Cycle Cost Analysis			\$0.00
	Construction			
	1. General, Mech., Elec.	\$9,442,986.00	\$8,686,757.09	\$756,228.91
	2. Fixed Equipment			\$0.00
	3. Sitework/Utilities	\$33,000.00	\$33,878.05	-\$878.05
	Furnishings/Moveable Equip.			\$0.00
	Contingency	\$48,919.00		\$48,919.00
	Artwork	\$24,926.00		\$24,926.00
	Other Items			
	1.			\$0.00
	2.			\$0.00
	Change Orders			
	1.			\$0.00
	2.			\$0.00
<b>TOTALS</b>	<b>\$10,494,130.00</b>	<b>\$9,643,051.86</b>	<b>\$851,078.14</b>	

This report is prepared on a cash basis.



**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT**  
as of September 30, 2019

College: Peru State College		Meeting Date: November 14, 2019		
<b>Project Information</b>	Project Title:	Delzell Renovation		
	Program Number:	829		
	Professional Consultant:	Jackson & Jackson		
	General Contractor:	F&B Contractors, Inc.		
	Current Net Square Footage:	Current Gross Square Footage:		
	Addition Net:	Addition Gross:		
	Renovation Net:	Renovation Gross:		
	Bid Opening Date		3/18/2016	
Notice to Proceed Date				
Estimated Completion Date				
Final Acceptance Date				
<b>Project Dates</b>	Professional Consultants:			
	Needs Statement			
	Program Statement	7/29/2015		
	Professional Services Contract	12/29/2015		
	Bonds Sold	2/4/2016		
	Preliminary Plans			
	Design Development	8/27/2015		
	Construction Contract	7/20/2016		
Substantial Completion	8/4/2017			
Final Completion				
<b>Report Information</b>	Status	Initial Report:		
		Interim Report: X		
		Final Report:		
<b>Financial Information</b>				
State Buildings	State Funds--LB No: 968			
	Federal Funds			
	LB 691 Funds			
	LB 309 Funds			
	Cash Funds			
	Capital Imp. Fee Commitment			
Other				
Total Available		\$0.00		
Revenue Bond Buildings	Bonds Sold		\$8,935,000.00	
	Costs of Issuance/Reserves		\$735,000.00	
	Balances of Proceeds		\$8,200,000.00	
Revenue Sources for Construction	1. Bond Proceeds Series 2015		\$8,220,407.30	
	2. Interest Earnings		\$0.00	
	3. Other		\$710,000.00	
	Total Available		\$8,930,407.30	
<b>Expenditure Information</b>	Proposed Budget	Expended to Date	Balance	
<b>Program Planning</b>				
Professional Fees	\$782,766	\$766,583	\$16,183	
<b>Life Cycle Cost Analysis</b>				
Construction	\$6,839,168	\$6,839,968	(\$800)	
1. General, Mech., Elec.				
2. Fixed Equipment				
3. Sitework/Utilities	\$607,321	\$607,321	\$0	
Furnishings/Moveable Equip.	\$200,000	\$200,000	\$0	
Contingency	\$153,846	\$86,042	\$67,804	
<b>Artwork</b>				
<b>Other Items</b>				
1. Construction Administration	\$226,150	\$216,334	\$9,816	
2. Relocation Costs				
<b>Change Orders</b>				
1 F& B	\$36,659	\$36,659	\$0	
2 F& B	\$21,979	\$21,979	\$0	
3 F& B	\$32,751	\$32,751	\$0	
4 F& B	(\$15)	(\$15)	\$0	
5 F& B	(\$45,880)	(\$45,880)	\$0	
6 F& B	\$16,790	\$16,790	\$0	
7 F& B	(\$4,806)	(\$4,806)	\$0	
8 F& B	\$3,176	\$3,176	\$0	
9 F& B	\$7,320	\$7,320	\$0	
10 F& B	\$6,682	\$6,682	\$0	
11 F& B	(\$3,500)	(\$3,500)	\$0	
1 Grace Plastering	\$50,000	\$50,000	\$0	
<b>TOTALS</b>	<b>\$8,930,407</b>	<b>\$8,837,404</b>	<b>\$93,004</b>	

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT**  
as of September 30, 2019

College: Peru State College		Meeting Date: November 14, 2019		
<b>Project Information</b>	Project Title:	Athletic Field House - Phase II		
	Program Number:	997		
	Professional Consultant:	Jackson & Jackson		
	General Contractor:			
	Current Net Square Footage:	Current Gross Square Footage:		
	Addition Net:	Addition Gross:		
	Renovation Net:	Renovation Gross:		
Bid Opening Date		1/31/2019		
Notice to Proceed Date				
Estimated Completion Date		7/19/2019		
Final Acceptance Date				
<b>Project Dates</b>	Professional Consultants:	Jackson & Jackson		
	Needs Statement			
	Program Statement	3/25/2011		
	Professional Services Contract	2/25/2016		
	Bonds Sold	NA		
	Preliminary Plans			
	Design Development	8/21/2015		
	Construction Contract	3/25/2019		
Substantial Completion				
Final Completion				
<b>Report Information</b>	Status	Initial Report: Interim Report: X Final Report:		
<b>Financial Information</b>				
State Buildings	State Funds--LB No: 968			
	Federal Funds			
	LB 691 Funds			
	LB 309 Funds			
	Cash Funds	\$0.00		
	Capital Imp. Fee Commitment	\$528,000.00		
	Other-Peru State College Foundation	\$100,000.00		
Total Available	\$628,000.00			
Revenue Bond Buildings	Bonds Sold			
	Costs of Issuance/Reserves			
Balances of Proceeds				
Revenue Sources for Construction	1. Bond Proceeds Series 2011			
	2. Interest Earnings			
	3. Other			
	Total Available			
<b>Expenditure Information</b>				
	Proposed Budget	Expended to Date	Balance	
Program Planning				
Professional Fees	57,335	51,618	5,717	
<b>Life Cycle Cost Analysis</b>				
Construction				
1. General, Mech., Elec.	250,379	250,379	0	
2. Fixed Equipment				
3. Sitework/Utilities	288,911	107,819	181,092	
Furnishings/Moveable Equip.				
Contingency				
Artwork				
Other Items				
1. Construction Administration	29,301	3,945	25,356	
2. Relocation Costs				
Change Orders				
1	2,074	2,074		
2				
<b>TOTALS</b>	<b>\$628,000</b>	<b>\$415,835</b>	<b>\$212,165</b>	

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT**  
as of September 30, 2019

College: Peru State College		Meeting Date: November 14, 2019	
<b>Project Information</b>	Project Title:	Theater Project	
	Program Number:	904	
	Professional Consultant:	Architectural Design Associates, Inc.	
	General Contractor:		
	Current Net Square Footage:	Current Gross Square Footage:	
	Addition Net:	Addition Gross:	
	Renovation Net:	Renovation Gross:	
Bid Opening Date	2/8/2017		
Notice to Proceed Date			
Estimated Completion Date			
Final Acceptance Date			
<b>Project Dates</b>	Professional Consultants:		
	Needs Statement		
	Program Statement	11/13/2015	
	Professional Services Contract	6/28/2016	
	Bonds Sold		
	Preliminary Plans		
	Design Development	9/9/2016	
	Construction Contract	3/1/2017	
Substantial Completion	11/12/2018		
Final Completion			
<b>Report Information</b>	Status	Initial Report:	
		Interim Report: X	
		Final Report:	
<b>Financial Information</b>			
State Buildings	State Funds--LB No: 957	\$6,138,234.00	
	Federal Funds		
	LB 691 Funds		
	LB 309 Funds	\$559,603.00	
	Cash Funds	\$200,000.00	
	Capital Imp. Fee Commitment	\$100,000.00	
	Other	\$600,000.00	
	Total Available	\$7,597,837.00	
Revenue Bond Buildings	Bonds Sold		
	Costs of Issuance/Reserves		
	Balances of Proceeds		
Revenue Sources for Construction	1. Bond Proceeds		
	2. Interest Earnings		
	3. Other		
	Total Available		
<b>Expenditure Information</b>			
	Proposed Budget	Expended to Date	Balance
Program Planning			
Professional Fees	\$ 659,497	629,191	\$30,306
Life Cycle Cost Analysis			
Construction	\$ 5,542,000	\$5,542,000	\$0
1. General, Mech., Elec.			
2. Fixed Equipment			
3. Sitework/Utilities	\$ 144,319	144,319	\$0
Furnishings/Moveable Equip.	\$ 340,079	308,300	\$31,779
Contingency	\$ 624,815	148,609	\$476,206
1% Artwork	\$ 25,122	6,550	\$18,572
Other Items			
1. Construction Administration	\$ 36,184	34,692	\$1,492
2. Relocation Costs			
Change Orders			
1	\$ 15,211	15,211	\$0
2	\$ 37,897	37,897	\$0
3	\$ 57,452	57,452	\$0
4	\$ 35,911	35,911	\$0
5	\$ 47,114	47,114	\$0
6	\$ 32,236	32,236	\$0
7			
<b>TOTALS</b>	<b>\$7,597,837</b>	<b>7,039,481</b>	<b>\$558,356</b>

Attachment: PSC Capital Construction Quarterly Report-Theatre (2595 : Capital Construction Quarterly Reports)

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT  
AS OF SEPTEMBER 30, 2019**

College: Wayne State College		Meeting Date: November 14, 2019	
<b>Project Information</b>	Project Title:	Center for Applied Technology	
	Program Number:	905	
	Professional Consultant:	BVH Architecture	
	General Contractor:	Hausmann Construction	
	Net Square Footage: 41,535	Gross Square Footage: 53,165 per Design Development	
	Bid Opening Date		
	Notice of Proceed Date	6/21/17	
Estimated Completion Date	November 2018		
Final Acceptance Date			
<b>Project Dates</b>	Professional Consultants:	BVH Architecture	
	Needs Statement		
	Program Statement	11/13/15; Revised September 2016	
	Professional Services Contract	10/4/16	
	Bonds Sold	8/17/16	
	Preliminary Plans		
	Design Development	3/24/17	
	Construction Contract	11/28/16 GMP-9/25/17	
	Substantial Completion	11/15/18	
Final Completion			
<b>Report Information</b>	Status	Initial Report:	
		Interim Report:	X
		Final Report:	
<b>Financial Information</b>			
State Buildings	State/Bond Funds--LB No: 957		\$8,931,000.00
	Federal Funds		
	LB 309 Funds		
	Cash Funds		\$4,431,743.72
	Other-Foundation		\$1,469,217.38
	Other-Trust		\$1,000,000.00
Total Available		\$15,831,961.10	
Revenue Bond Buildings	Bonds Sold		
	Costs of Issuance/Reserves		
	Balances of Proceeds		
Revenue Sources for Construction	1. Bond Proceeds		
	2. Interest Earnings		
	3. Other		
	Total Available		\$0.00
<b>Expenditure Information</b>			
	Proposed Budget	Expended to Date	Balance
Program Planning			\$0.00
Professional Fees	\$1,052,110.00	\$1,027,304.26	\$24,805.74
Life Cycle Cost Analysis			\$0.00
Construction			
1. General, Mech., Elec.	\$12,345,513.00	\$12,337,244.00	\$8,269.00
2. Fixed Equipment		\$0.00	\$0.00
3. Sitework/Utilities	\$163,146.82	\$163,146.82	\$0.00
Furnishings/Moveable Equip.	\$679,190.95	\$676,390.95	\$2,800.00
Contingency	\$9,252.45	\$0.00	\$9,252.45
Artwork	\$35,189.50	\$35,189.50	\$0.00
Other Items			
1. Special technical/lab equip.	\$992,813.06	\$992,813.06	\$0.00
2. Misc.(adver., test., signage)	\$63,550.29	\$63,550.29	\$0.00
Change Orders			
1.	\$14,676.97	\$14,676.97	\$0.00
2.	\$6,842.25	\$6,842.25	\$0.00
3.	\$17,015.13	\$17,015.13	\$0.00
4.	\$40,703.30	\$40,703.30	\$0.00
5.	\$29,051.90	\$29,051.90	\$0.00
6.	\$92,471.68	\$92,471.68	\$0.00
7.	\$60,656.88	\$60,656.88	\$0.00
8.	\$44,571.32	\$44,571.32	\$0.00
9.	\$49,395.85	\$49,395.85	\$0.00
10.	\$32,507.31	\$32,507.31	\$0.00
11.	\$37,947.37	\$37,947.37	\$0.00
12.	\$28,098.93	\$28,098.93	\$0.00
13.	\$8,765.40	\$8,765.40	\$0.00
14.	\$37,812.74	\$36,359.56	\$1,453.18
15.	-\$9,965.00	-\$9,965.00	\$0.00
16.	\$643.00	\$0.00	\$643.00
<b>TOTALS</b>	\$15,831,961.10	\$15,784,737.73	\$47,223.37

This report is prepared on a cash basis.

**CAPITAL CONSTRUCTION QUARTERLY STATUS REPORT  
AS OF SEPTEMBER 30, 2019**

5.7.f

College: Wayne State College		Meeting Date: November 14, 2019		
<b>Project Information</b>	Project Title:	Press Box Replacement		
	Program Number:	955		
	Professional Consultant:	Jackson Jackson & Assoc.		
	General Contractor:	Rogee General Contractors		
	Net Square Footage: 5,672	Gross Square Footage: 6,354 per Design Development		
	Bid Opening Date	7/25/17		
	Notice of Proceed Date			
	Estimated Completion Date	8/24/18		
Final Acceptance Date				
<b>Project Dates</b>	Professional Consultants:	Jackson Jackson & Assoc.		
	Needs Statement			
	Program Statement	3/26/15		
	Professional Services Contract	2/6/17		
	Bonds Sold	n/a		
	Preliminary Plans			
	Design Development	3/24/17		
	Construction Contract	9/25/17		
Substantial Completion	9/11/18			
Final Completion				
<b>Report Information</b>	Status	Initial Report:		
		Interim Report:	X	
		Final Report:		
<b>Financial Information</b>				
State Buildings	State Funds--LB No:	\$0.00		
	Federal Funds	\$0.00		
	LB 309 Funds	\$360,000.00		
	Cash Funds	\$1,606,026.40		
	Capital Imp. Fee Commitment	\$612,915.38		
	Other-Sports Facilities Cash Fund	\$300,000.00		
	Other-Foundation	\$1,053,042.59		
	Total Available	\$3,931,984.37		
Revenue Bond Buildings	Bonds Sold			
	Costs of Issuance/Reserves			
	Balances of Proceeds			
Revenue Sources for Construction	1. Bond Proceeds			
	2. Interest Earnings			
	3. Other			
	Total Available	\$0.00		
<b>Expenditure Information</b>	Proposed Budget	Expended to Date	Balance	
	Program Planning	\$12,987.73	\$12,987.73	\$0.00
	Professional Fees	\$238,240.00	\$223,590.49	\$14,649.51
	Life Cycle Cost Analysis			\$0.00
	Construction			
	1. General, Mech., Elec.	\$3,843,259.00	\$3,229,165.30	\$209,551.70
	2. Fixed Equipment			\$0.00
	3. Sitework/Utilities	\$4,542.69	\$4,542.69	\$0.00
	Furnishings/Moveable Equip.	\$100,000.00	\$78,588.28	\$21,411.72
	Contingency	\$77,534.12		\$77,534.12
	Artwork	\$0.00	\$0.00	\$0.00
	Other Items			
	1. Advertising/Printing	\$8,933.17	\$8,933.17	\$0.00
	2. Testing/Spec Inspections	\$18,450.00	\$16,847.00	\$1,603.00
	3. Data/Tele. Cabling	\$32,003.66	\$31,084.16	\$919.50
	Change Orders			
	1.	-\$404,542.00		
	2.	\$576.00	\$576.00	\$0.00
	<b>TOTALS</b>	\$3,931,984.37	\$3,606,314.82	\$325,669.55

Attachment: WSC Capital Construction Quarterly Report-Press Box (2595 : Capital Construction Quarterly Reports)

This report is prepared on a cash basis.

## ITEMS FOR INFORMATION AND DISCUSSION FISCAL, FACILITIES, AND AUDIT

November 14, 2019

### *INFORMATION ONLY:*      **Contracts and Change Orders for Information**

Pursuant to Board Policies 7015, 7016, and 8065, the following contracts and change orders are provided to the Board for information.

#### Chadron State Contract

- Student Activities (concert) -- \$50,000

#### Chadron State Change Orders

- Crites Hall ADA Ramp (#2-extend job timeline 14 days) -- \$0.00
- Crites Hall ADA Ramp (#3-extend job timeline 21 days) -- \$0.00
- King Library ADA Bathroom Renovation (#2-extend job timeline 114 days) -- \$0.00
- CSC Stadium Project (#5-embedded athletic track surfacing, encapsulation) -- \$17,235

#### Peru State Contracts

- Delzell Hall (repair mortar joints) -- \$1,646
- Delzell Hall (HVAC repairs) -- \$6,269
- Oak Bowl (repair turf field) -- \$84,500
- Campuswide (interpreting services) -- \$41,061.59
- Campuswide (marketing, admissions support and retention program) - 35% of revenue from specific online programs

#### Peru State Change Orders

- Campuswide ADA Walkways (#1-civil redesign, revised cost estimate to reflect new design and project management including revised project schedule) -- \$6,390
- Delzell Hall (#1-parts for HVAC system) -- \$1,912
- Field House (#2-remove and dispose of existing non-treated ½" plywood, prior to installation of new exterior grade plywood -- \$2,074.23
- Student Center and Eliza Morgan Hall (#1-add duct detectors at discovered AHUs in the Student Center) -- \$2,637
- Student Center and Eliza Morgan Hall (#2-add monitor/control of elevator recall. Add two smoke detectors. Delete two speaker/strobes in game room. Delete one smoke detector. Remove connections to FSDs and provide connections to new fire alarm system. Provide relay and connection to hoistway damper at top of shaft and connect to fire alarm system.) -- \$4,016.35
- Campus Services, CATS, Library and Hoyt Science Building (#1-revision of fire alarm plans to utilize existing locations for the new systems at selected buildings) - (- \$7,339)
- Campus Services, CATS, Library and Hoyt Science Building (#2-connection to FA system to fire damper and delete smoke detector. FSD connections to FA system not needed, these are fusible links. Add smoke detector and strobe per SFM review.

Four detectors added to Library and two detectors added in CATS.) -- \$5,001.79

#### Wayne State Contracts

- Admissions (discovery & training consulting) -- \$7,600
- Memorial Stadium Press Box (install a floor hatch & ladder to provide access to the 5<sup>th</sup> floor of the Memorial Stadium Press Box) -- \$21,500
- Campuswide (Pharos license fee) -- \$80,500
- Admissions (senior search program consulting) -- \$47,243

#### Wayne State Change Orders

- Anderson Hall (#2-install owner provided signage [89 room signs]) -- \$720
- Humanities Building-Corridor (#1-exchange contractor's labor to paint upper portion of walls for college supplied paint) -- \$0
- Morey Hall (#5-labor and materials to extend fire sprinkler service and credit for wall repair allowance monies not used) -- \$508
- Berry Hall (#1-water heater replacement - add one (1) 2½" gate valve to steam main for water heater isolation capability) -- \$1,091
- Student Center (#3-air handling unit replacement - remove floor drain cover, plug body and trap with concrete - abandon in place) -- \$211
- Center for Applied Technology (CAT Building) (#16-College requested air drops in the lab spaces) -- \$643
- Terrace Hall (#3-location change of condensate termination, central controller wiring and wall patching for punchlist) -- \$1,485
- Memorial Stadium Press Box (#1-install safety rail with gate at access hatch/ladder location) -- \$1,854.75

#### Nebraska State College System

- NSCS Office and Colleges (production of episodes at the Colleges) -- not to exceed \$10,000
- NSCS Office and Colleges (production of marketing materials) -- not to exceed \$49,147.50
- NSCS Office (weekly cleaning services) -- \$220/month
- NSCS (revenue gap analysis) -- \$20,000

#### **ATTACHMENTS:**

- CSC Contracts and Change Orders for Information (PDF)
- PSC Contracts and Change Orders For Information (PDF)
- WSC Contracts and Change Orders for Information (PDF)
- NSCS Contracts and Change Orders for Information (PDF)

**CONTRACTS AND CHANGE ORDERS FOR INFORMATION**

**CONTRACTS** – a) construction contracts for less than \$100,000; b) architect/engineer fees of less than \$70,000; c) consultant contracts for less than \$70,000 (between \$35,000 and \$70,000 must have Chancellor’s approval); d) exempt contracts over \$50,000; e) legal counsel, auditor, lobbyist and search consultant contracts for durations greater than 5 days, requiring Chancellor’s approval; and f) contracts that the Board has authorized the Chancellor to approve.

<b>Chadron State College</b>	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Student Activities Concert \$50,000 Trust funds Eli Young Band
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	

**CHANGE ORDERS** – (including architect/engineer fees, construction contracts, equipment purchases and all other miscellaneous expenditures) which are less than \$50,000. If approval of change order is critical to project schedule, \$50,000 to \$100,000 range change orders may be approved by the Chancellor and reported at the next Board meeting.

<b>Chadron State College</b>	
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Crites Hall ADA Ramp Change Order #2 – Extend job timeline 14 days \$0 Contingency Maintenance MAC Construction
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Crites Hall ADA Ramp Change Order #3 – Extend job timeline 21 days. \$0 Contingency Maintenance MAC Construction
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	King Library ADA Bathroom Renovation Change Order #2 – Extend job timeline 114 days. \$0 309 Task Force Fuller Construction
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	CSC Stadium Project Change Order #5 – Embedded Athletic Track Surfacing, Encapsulation \$17,235.00 Cash AP Mountain

Attachment: CSC Contracts and Change Orders for Information (2600 : Contracts and Change Orders for Information)



## CONTRACTS AND CHANGE ORDERS FOR INFORMATION

**CONTRACTS** – a) construction contracts for less than \$100,000; b) architect/engineer fees of less than \$70,000; c) consultant contracts for less than \$70,000 (between \$35,000 and \$70,000 must have Chancellor’s approval); d) exempt contracts over \$50,000; e) legal counsel, auditor, lobbyist and search consultant contracts for durations greater than 5 days, requiring Chancellor’s approval; and f) contracts that the Board has authorized the Chancellor to approve.

<b>Peru State College</b>	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Delzell Repair Mortar Joints 1,646.00 Delzell Renovation Construction Funds MTS Contracting, Inc.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Delzell HVAC Repairs 6,269.00 Delzell Renovation Construction Funds Mechanical Sales, Inc.
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Oak Bowl Repair Turf Field 84,500.00 Cash Funds Midwest Synthetic Turf Professionals
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campus Wide Interpreting Services 41,061.59 Cash Funds Sorenson Community Interpreting Services
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campus Wide Marketing, Admissions Support and Retention Program 35% of revenue from specific online programs N/A Archer Education, Inc.

**CHANGE ORDERS** – (including architect/engineer fees, construction contracts, equipment purchases and all other miscellaneous expenditures) which are less than \$50,000. If approval of change order is critical to project schedule, \$50,000 to \$100,000 range change orders may be approved by the Chancellor and reported at the next Board meeting.

<b>Peru State College</b>	
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Campus Wide 1 – Civil redesign, revised cost estimate to reflect the new design and project management including revised project schedule 6,390.00 Cash Funds The Schemmer Associates, Inc.
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Delzell Hall 1 – Parts for HVAC system 1,912.00 Delzell Renovation Construction Funds Mechanical Sales, Inc.
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Field House 2 – Remove and dispose of existing non-treated ½” plywood, prior to installation of new exterior grade plywood. 2,074.23 Capital Improvement Funds AHR Construction, Inc.
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Student Center and Eliza Morgan Hall 2 – Add monitor/control of elevator recall. Add two smoke detectors. Delete two speaker/strobes in game room. Delete one smoke detector. Remove connections to FSDs and provide connections to new fire alarm system. Provide relay and connection to hoistway damper at top of shaft and connect to fire alarm system. 4,016.35 CMR 03/24/17, Line 3 Haco Electric Company, Inc.
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Campus Services, CATS, Library and Hoyt Science Building 1 – Revision of Fire Alarm plans to utilize existing locations for the new systems at selected buildings. -7,339.00 LB 309 Haco Electric Company, Inc.
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Campus Services, CATS, Library and Hoyt Science Building 2 – Connection to FA system to fire damper and delete smoke detector. FSD connections to FA system not needed, these are fusible links. Add smoke detector and strobe per SFM review. Four detectors added to Library and two detectors added in CATS. 5,001.79 LB 309 Haco Electric Company, Inc.

## CONTRACTS AND CHANGE ORDERS FOR INFORMATION

**CONTRACTS** – a) construction contracts for less than \$100,000; b) architect/engineer fees of less than \$70,000; c) consultant contracts for less than \$70,000 (between \$35,000 and \$70,000 must have Chancellor’s approval); d) exempt contracts over \$50,000; e) legal counsel, auditor, lobbyist and search consultant contracts for durations greater than 5 days, requiring Chancellor’s approval; and f) contracts that the Board has authorized the Chancellor to approve.

<b>Wayne State College</b>	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Admissions Discovery & Training Consulting \$7,600.00 Cash KelmscottEDU
Location on Campus: Contracted Work:  Contract Amount: Fund Source: Contractor:	Memorial Stadium Press Box Install a floor hatch & ladder to provide access to the 5 <sup>th</sup> floor of the Memorial Stadium Press Box  \$21,500.00 Cash Hausmann Construction, Inc., Lincoln, NE
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Campuswide Pharos License Fee \$80,500.00 Cash Pharos Resources, LLC, Abilene, TX
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Admissions Senior Search Program Consulting \$47,243.00 Cash KelmscottEDU

**CHANGE ORDERS** – (including architect/engineer fees, construction contracts, equipment purchases and all other miscellaneous expenditures) which are less than \$50,000. If approval of change order is critical to project schedule, \$50,000 to \$100,000 range change orders may be approved by the Chancellor and reported at the next Board meeting.

<b>Wayne State College</b>	
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Anderson Hall #2 - Install owner provided signage (89 room signs) \$720.00 Contingency Maintenance Korth Construction Co., Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Humanities Building – Corridor #1 - Exchange contractor's labor to paint upper portion of walls for college-supplied paint \$0 Cash Hattig Construction, Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Morey Hall #5 - Labor & materials to extend fire sprinkler service & credit for wall repair allowance monies not used \$508.00 Contingency Maintenance Otte Construction Co., Wayne, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Berry Hall #1 - Water Heater Replacement - Add one (1) 2 ½ " gate valve to steam main for water heater isolation capability \$1,091.00 Contingency Maintenance IES Commercial Inc., dba Shanahan M&E, Valparaiso, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Student Center #3 - Air Handling Unit Replacement - Remove floor drain cover, plug body & trap with concrete – abandon in place \$211.00 Contingency Maintenance IES Commercial Inc., dba Shanahan M&E, Valparaiso, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Center for Applied Technology (CAT Building) #16 - College requested air drops in the lab spaces \$643.00 Construction Bond Funds/Cash/Wayne State Foundation/Trust Hausmann Construction Inc., Lincoln, NE
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Terrace Hall #3 - Location change of condensate termination, central controller wiring & wall patching for punchlist \$1,485.00 Contingency Maintenance Tessier's Inc., Mitchell, SD
Location on Campus: No. & Description: Change Order Amount: Fund Source: Contractor:	Memorial Stadium Press Box #1 - Install safety rail with gate at access hatch/ladder location \$1,854.75 Cash Hausmann Construction, Inc., Lincoln, NE

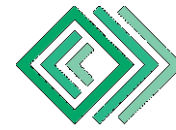
## CONTRACTS AND CHANGE ORDERS FOR INFORMATION

**CONTRACTS** – a) construction contracts for less than \$100,000; b) architect/engineer fees of less than \$70,000; c) consultant contracts for less than \$70,000 (between \$35,000 and \$70,000 must have Chancellor’s approval); d) exempt contracts over \$50,000; e) legal counsel, auditor, lobbyist and search consultant contracts for durations greater than 5 days, requiring Chancellor’s approval; and f) contracts that the Board has authorized the Chancellor to approve.

<b>Nebraska State College System</b>	
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Nebraska State College System Office and Colleges Production of Episodes at the Colleges Not to exceed \$10,000 Cash OldGreenPlane
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Nebraska State College System Office and Colleges Production of Marketing Materials Not to exceed \$49,147.50 Cash Firespring
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Nebraska State College System Office Weekly cleaning services \$220/month Cash Attention to Detail
Location on Campus: Contracted Work: Contract Amount: Fund Source: Contractor:	Nebraska State College System Revenue gap analysis \$20,000 Cash Dr. Monte Kramer

## ITEMS FOR INFORMATION AND DISCUSSION

November 14, 2019

**INFORMATION ONLY: Chancellor's Travel**
**Nebraska State  
College System**

CHADRON | PERU | WAYNE

**CHANCELLOR'S TRAVEL REPORT**

In accordance with NSCS policy, the Chancellor traveled on:

Date	Total Days of Travel	Destination	Description	Expenses Reimbursed
08/8-9/2019	2	Nebraska City	NSCS Board Retreat	\$35.20
08/15/2019	1	Norfolk & Wayne	Business meetings, Lt. Governor Foley Tour of CAT Building, and WSC Annual President Social/Dinner,	\$104.00
08/23/2019	1	Peru	Lt. Governor Foley tour of PSC	\$48.00
09/05/2019	1	Grand Island	Co-op Meetings	\$80.80
09/06/2019	1	Omaha	Aksarben Executive Director Meeting	\$48.00
09/11-13/2019	3	Chadron	Board of Trustees Meeting and all-campus meeting	TBD
09/14/2019	1	Peru	Football game and flood contribution recognition	\$48.00
09/27/2019	1	Peru	PSC President's Reception	\$48.00
10/3/2019	1	Omaha	Omaha Metro CC Stakeholder Listening Session	\$48.00
10/5/2019	2	Wayne	Wayne Homecoming	\$96.00
10/09/2019	1	Omaha	Financial Advisory Services Interviews	TBD
10/18/2019	1	Peru	Leadership Conference	TBD
10/18/2019	1	Omaha	Aksarben Workforce Development Conference	TBD

Anticipated future travel plans by the Chancellor:

Date	Total Days of Travel	Destination	Description
10/24/2019	1	Omaha	Nebraska Chamber Manufacturing Summit
10/31/2019	1	Millard	Millard School District
11/5-7/2019	3	Chadron	CSC Social Work Conference and meetings
11/13-15/2019	3	Wayne	Board of Trustees Meeting and other meetings

As of 10/18/2019

Prepared for the November, 2019 Board of Trustees Meeting

## Presidents' Reports

### Chadron State College November 2019

Homecoming is always such a special time at Chadron State College. The theme for Chadron State's Homecoming this year was "Paint the Town CSC" and it brought together the entire community. Student organizations collaborated with many businesses throughout town to paint their windows and the parade ended near the Downtown Gathering Space that was hosting Harvest Days.

Of course, another special part of Homecoming is welcoming alumni back to the institution, and four special alumni were recognized during a luncheon in their honor. Dr. Angela Brennan and Justice John Freudenberg receive the Distinguished Alumni Award, and Dr. Brendan Connealy and Dr. Kendra Schmid received the Distinguished Young Alumni Award.

Dr. Brennan graduated from Chadron State College with a bachelor's degree in biology in a 1999. In addition to her studies, she also served as CSC's student representative for the Board of Trustees. She enrolled at the University of Nebraska Medical Center and completed her residency from 2002 to 2006. Brennan has been employed at the Howard County Medical Center since 2006. She also has been the Emergency Medical Services Medical Director in Wolbach since 2008, the EMS Medical Director in Greeley, and the Greeley Care Home Medical Director since 2017.

Justice Freudenberg graduated with a degree in criminal justice from Chadron State College in 1992. He was the salutatorian of Stapleton High School in the Nebraska Sandhills and attended CSC as a recipient of the Board of Trustees Scholarship. Following graduation from the University of Nebraska-Lincoln Law School in 1995, Freudenberg worked at a law firm in Norfolk. Soon after, he became a Deputy County Attorney at Scotts Bluff County. In 1998, he went to work in the Sheridan County Attorney's Office and eventually became a partner in the firm of Smith, King, and Freudenberg. He was elected Sheridan County Attorney in 2002 and 2006.

Freudenberg was hired by the Nebraska Attorney General's Office in 2007. As the Criminal Bureau Chief, he supervised the office's prosecutors, criminal appellate attorneys, and law enforcement investigators. In 2018, he was appointed by Gov. Pete Ricketts as a justice on the Nebraska Supreme Court, representing the Sixth Supreme Court District.

Dr. Connealy graduated from Chadron State College in 2002 with a bachelor's degree in human biology. The following year, he was accepted into medical school at the University of Nebraska College of Medicine where he served in several leadership positions. Connealy completed his post-graduate residency training in Obstetrics and Gynecology at UNMC from 2007 to 2011. He went on to finish a subspecialty fellowship in Maternal-Fetal Medicine at The University of Texas Medical Center in Houston in 2014. In 2014, Connealy joined Methodist Women's Hospital in Omaha as a Maternal Fetal Medicine specialist in the Methodist Perinatal Center. His clinical interests include prenatal diagnosis, multiple gestation, critical care obstetrics and rural outreach. He also has an interest in quality improvement and is currently chair of the Patient Care Committee.

Dr. Schmid was a Board of Trustees scholarship recipient and math scholar while attending CSC. After graduating from University of Nebraska-Lincoln with her doctorate in statistics, she was hired at UNMC in 2007. She earned tenure as an associate professor in 2015 and was promoted to professor in 2017. She is an adjunct professor with the University of Nebraska-Omaha's School of Health, Physical Education and Recreation, and has taught statistics at UNL's Center for Science.

Currently, Schmid is the Campus Director of Assessment at the University of Nebraska Medical Center. She's also the Assistant Dean of Graduate Studies. From 2017 to 2019, she served as the Interim Chair of the Biostatistics Department.

Schmid's influence on her industry has been recognized by various organizations. She has appeared on CNN, the Discovery Channel, and the Oprah Winfrey Show. In 2018, she earned the UNMC Impact in Education, Research in Education Scholar Award.

Alumni have been returning to Chadron State College since Robert Elliott invited them to see campus in the early 1920s. After nearly a century, I'm pleased to report alumni are still making the trek to CSC, and we are always happy to welcome them back.



## Peru State College November 2019

Peru State College was one of only 15 athletic programs among the NAIA's 251-member colleges that earned a perfect score of 100 in the Champions of Character Award program. Peru State earned the top marks as a Gold Level Five-Star Institution for the 2018-2019 school year. The Champions of Character Awards are presented annually to institutions that advance character-driven athletics by promoting competitive athletics, academic excellence and character values.

A total of 181 colleges and universities earned the Champions of Character Five-Star Award. To receive the award, institutions scored 60 or more points on the NAIA Champions of Character 100-point scorecard. The Gold Level Award is its own distinction with only sixty-three institutions achieving gold status. Seventy-six institutions achieved Silver Level while 42 institutions were named to the Bronze Level.

Institutions are measured on a demonstrated commitment to the NAIA's flagship program, Champions of Character, which emphasizes the five core values of integrity, respect, responsibility, sportsmanship and servant leadership. Institutions earned points in character training, conduct in competition, academic focus, character recognition and character promotion.

Peru State's score was burnished based on exceptional student-athlete grade point averages, good sportsmanship, and a commitment to community service.

Highlights include:

- More than 3,800 hours of documented community service by our student-athletes including service during trying times associated with the flooding of the Missouri River.
- A cumulative grade point average above a 3.0 across all sports.
- Only one ejection during competition throughout the course of the academic year.
- Educational opportunities for students, coaches and staff related to the core values of the Champions of Character program.

The Champions of Character Award even includes five points for the president's attendance at a non-competition athletic event. While I try to attend any event I am invited to, I make a point of attending the annual Champions of Character Kickoff. Every year the student-athlete advisory group does an admirable job of connecting the character goals of the NAIA to being a student-athlete at Peru State College.

Ally Hazen of North Platte, Nebraska, the current leader of the student-led advisory council, said, "We encourage our teammates to do their best, whether it be on the field, in the classroom, or in our community service efforts. Obviously, it has paid off!"

Champions of Character is also tied closely to the College's application for conference and national awards for its student-athletes. Peru State continues to have tremendous opportunities across its programs, not just athletics. Here is a partial list of conference and national awards for students during the 2018-2019 school year and for the first few months of the new school year:

- Bailey Bindle, 2018 Newman Civic Fellow
- Dan Boshart, William V. Campbell Trophy, 2018 semifinalist
- Luis Constantino, All-American, Strength and Conditioning
- Chaz Dunn, 2018 A.O. Duer Award Winner, Heart of America Athletic Conference
- Lindsay Harlow, Google Cloud Academic All-American NAIA Women's At Large Second Team
- Lyle Hexom named Heart of America Conference Player of the Year, Men's Basketball
- Lyle Hexom named to First Team, NAIA Division I Men's Basketball All-American Team

- Nadja Janjevic, All-American, Strength and Conditioning
- Brandon Jones, NAIA Division I All-American Honorable Mention, Men's Basketball
- Noah Kasbohm, 2019 A.O. Duer Award, Heart of America Athletic Conference
- Noah Kasbohm, William V. Campbell Trophy, 2019 semifinalist
- Alyssa Marsh-Contreras Freshmen of the Year, Women's Basketball, Heart of America Athletic Conference
- Deonte McReynolds, Emil S. Liston Award, Heart of America Athletic Conference
- Tristen Nelson (Lincoln) First Place Phi Beta Lambda Nationals
- Sydney Stevelinck, SHAPE Nebraska's Kinesiology Student of the Year
- Emily Whipple, Google Cloud Academic All-American NAIA Women's At Large Second Team
- Destiney Worthey, SHAPE Nebraska's Health Educator Student of the Year
- Julia Zurek, All-American, Strength and Conditioning

From the perfect score in the Champions of Character Program to the everyday engagement of students in our communities across the region, Peru State takes great pride in the accomplishments of its students on and off the field. Not every year will result in a perfect score like this one, but as our students continue to shine on the regional and national stage we can see that the personal and engaging education available on our campus well prepares Peru State students to be thoughtful and successful citizens.

## Wayne State College November 2019

Wayne State College remains focused on engagement as a key factor in the retention of students, the solidification of career paths for our graduates, and the development of deeper relationships with our alumni and friends. Fall semester has presented us with many opportunities to drive academic engagement through brisk efforts to forge immediate connections with our students that are essential for retention, cultural engagement through a wide range of events, Service-learning engagement as part of our mission of regional service, career engagement through the fall career fair and a new Career Services initiative, and alumni engagement through a variety of activities during Homecoming.

Each of Wayne State's 15 academic departments, under the leadership of our new Associate Vice President for Academic Affairs, Dr. Ron Loggins, was encouraged to host activities during the first few weeks of the semester to engage our students with the aim of continuing to stabilize retention.

Department "Meet and Greet" events provided faculty and students with the opportunity to get to know each other and explore club activities. These events ranged from low-key mixers with refreshments and cook-outs to "high-stakes" sand volleyball games pitting professors against students.

In addition to these gatherings, professors worked behind the scenes to collect and report class attendance. This data was used by the Holland Academic Success Center to provide gentle nudges to students regarding the importance of attending classes and to remind them about the resources available to support their success.

Wayne State consistently provides opportunities for cultural engagement through music, theater, and the arts. These experiences, ranging from history lectures on political divisions by WSC Professor of History Don Hickey, a nationally renowned historian, and explorations of Spanish migration to the Americas by a visiting professor to mark Hispanic Heritage Month, to *All in the Timing*, a collection of one-act comedies directed by theater Professor Rusty Ruth and starring our own students, have proved to be an essential part of a well-rounded education and a tremendous resource for our region. Of course, Wayne State's music programs have presented regular concerts, though this fall a group of our students performed piano concerts at the Senior Center in Wayne as part of a Service-Learning project.

C.D. Douglas, our new vice president of student affairs, has worked throughout the course of the semester to bridge cultures at Wayne State. VP Douglas has visited with groups and clubs representing students of color to build engagement opportunities. VP Douglas has also led college efforts to ensure our international students are engaged with the college and our region. Our international students have enjoyed several opportunities to visit the Henry Doorly Zoo in Omaha, the Black Hills of South Dakota, and other regional attractions as they adjust to their lives as students in Nebraska.

Service-learning is a frequent point of engagement for Wayne State students, offering opportunities for students to take what they learn in the classroom and apply it to the community. Service-learning projects for this fall included the annual Science Day for area elementary school students at Ike's Lake just a few miles from Wayne, a project at the Head Start School in Wayne, and the annual Math and Science Night at Wayne Elementary School. Wayne State's Study Abroad trip to Greece this summer also included a strong service-learning element.

The college's Service-Learning program was recognized on the President's Higher Education Community Service Honor Roll in September for the ninth consecutive year. Wayne State generally has more than 900 students work on community projects under the direction of faculty members for more than 11,500 hours during each review period. Criteria set by the Corporation for National and

Community Service and the U.S. Department of Education for selection to the Honor Roll was based on a series of factors, including scope and innovation of service projects, percentage of student participation in service activities, incentives for service, and the extent to which the school offers academic service-learning courses.

Wayne State's efforts to help students succeed in the employment market hinges on engaging students in preparing for the job search. The College's Fall 2019 Career Fair featured 85 employers ranging from the U.S. military, law enforcement agencies, manufacturers, social service agencies, colleges and universities, banks, insurance companies, corrections, hospitals and care centers, and publishing companies. Students are encouraged to take advantage of the range of resume and interview preparation opportunities through the Career Services office prior to visiting with employers at the Career Fair.

This year, Wayne State inspired students to find new ways to help others through the "Cat Walk", held Oct. 9. Service-learning students in the business and economics department staged a fashion show at the Career Services office as a promotion for their new project, a career-clothing closet. The Cat Career Clothing Closet opens in the spring as a place where students can access donated business professional clothes for an interview or career fair. Some of the clothing modeled during the show came from thrift stores to demonstrate to students that they can look sharp in career clothing that fits any budget. The event happened conveniently prior to the Career Services Career Fair on Oct. 23.

Alumni engagement through Homecoming activities provides the opportunity for the college to reconnect with our graduates, honor them for the achievements, and recognize them for their support. Wayne State hosted its 2019 Homecoming Sept. 5-Oct. 5.

One of the more significant events was the annual scholarship luncheon, which was attended by more than 300 students and donors who were able to get to know each other during a formal meal on campus. Our students were especially pleased to meet with the alumni and friends who fund their scholarships and share how their donations make their college education possible. The luncheon was further enhanced by a surprise announcement of a \$1.8-million donation from the Gardner Foundation, whose engagement with the college spans decades and includes every fundraising initiative launched by Wayne State. The gift was the largest single scholarship donation in the college's history.

The Gardner Foundation has been instrumental in the building of Gardner Hall and the Center for Applied Technology; the renovation of U.S. Conn Library, Memorial Stadium press box, athletic fields, and weight training facilities, the Campus Commons, Carhart Science Building, Studio Arts Building, Heritage Plaza; and a host of other projects on the Wayne State campus. In addition to supporting building projects, the Gardner Foundation has provided strong financial support for athletic teams and Wayne State Foundation's general fund.

Wayne State alumni were recognized during two awards events. The Outstanding Alumni Awards Banquet honored an alumna from each of our four schools at WSC. The Hall of Fame Banquet honored athletes and supporters of Wayne State athletic programs.

Wayne State proudly points to engagement with our students, faculty, staff, alumni, and friends as the hallmark of what makes us a great college. We look forward to continued opportunities to demonstrate the power of our community and a Wayne State degree.