

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

ACTION: **Approve Contract with Grand Island Chamber of Commerce
for Grow Grand Island Initiative for Wayne State College**

Board Policy 7015 requires Board action for approval of specific academic agreements. Wayne State wishes to collaborate with the Grand Island Chamber of Commerce (Chamber) for the management of the "Grow Grand Island" cooperative education program. This partnership will allow Wayne State to hire a position to work with business and community leaders to establish future cooperative education positions for students in Grand Island. The Chamber has agreed to cover the salary for this position and Wayne State will fund the benefits.

The System Office and Wayne State College recommend approval of the Contract with Grand Island Chamber of Commerce for Grow Grand Island Initiative for Wayne State.

ATTACHMENTS:

- WSC Grand Island Chamber Contract (PDF)

Note: Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements.

CONTRACT FOR SERVICES

(Long Form)

Board of Trustees of the Nebraska State Colleges
Chadron State, Peru State, and Wayne State Colleges

This Contract is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College (the “Contractor”), and Grand Island Chamber of Commerce, a Nebraska 501(c)(6) Corporation (the “Chamber”).

The Contractor and the Chamber agree as follows:

1. **Effective Date.** This Contract shall be in effect from 8/1/2021 to 6/30/2024.

2. **Services.** The Contractor agrees to provide the following services to the Chamber:

Management of the “Grow Grand Island” cooperative education effort in concert with Chamber leadership in Grand Island through the hiring of a Wayne State College employee to oversee and manage the program. The Contractor agrees to pay the employee benefits and the associated operating costs (i.e. computer, travel, office supplies, cell phone, etc.) except for those costs noted in item 3. Consideration. This includes program development and implementation, communication and relationship building, administration, and organizational development through the following services:

- a) Work with a wide variety of community and governmental agencies, educational institutions, employers, businesses and other groups to identify cooperative and internship educational opportunities designed to address the workforce needs of the Grand Island area.
- b) Coordinate and administer programs designed to provide housing to students engaged in cooperative education and internship programs in the Grand Island area.
- c) Maintain regular contact with all stakeholders in order to monitor satisfaction; write, manage, and report progress associated with cooperative agreements, as requested.
- d) Manage the internal and external relations of the “Grow Grand Island” cooperative education effort in concert with Chamber leadership through regular communication and promotion to community-based organizations.
- e) Manage and administer any and all funding related to the “Grow Grand Island” cooperative education effort in concert with Chamber leadership and provide accounting of the funds at any time requested.
- f) Organize and manage the “Grow Grand Island” cooperative education effort in concert with Chamber leadership to meet and exceed the needs, goals, and mission of the effort.
- g) Support the overall goals and objectives of “Grow Grand Island” cooperative education effort in concert with Chamber leadership through other services as mutually agreed to between Contractor and Chamber.

3. **Consideration.** For the services described above, the Chamber agrees to pay the Contractor:

An amount equal to the salary (not including benefit costs) of the Contractor’s employee, which shall be between \$60,000-\$80,000/year for an overall Contract total not to exceed \$240,000. Payment shall be made quarterly upon receipt of invoice by July 1, October 1, January 1, and April 1 of each year. The Chamber further agrees to provide a furnished office space of at least 140 square feet including a desk, chair, local phone service, and internet service.

4. **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 in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

5. **Independent Contractor.** The Contractor shall be an independent contractor and not a Chamber 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.

The Contractor agrees that it is a separate and independent enterprise from the Chamber, 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 the Contractor and the Chamber and neither party shall not be liable for any obligation incurred by the other party, including but not limited to unpaid minimum wages or overtime premiums. If either party has employees or subcontractors, such party further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of their employees for the duration of this Contract. Both parties agree to furnish the other party proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements: Both parties agree to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence.

6. **Access to Records.** Both parties agree to maintain complete records regarding the expenditures of funds provided by the Chamber under this Contract. Both parties agree to allow authorized representatives of the other party, their Boards, , 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.

7. **Employee Work Eligibility Status.** Both parties are required and hereby agree 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.

The parties understand and agree that lawful presence in the United States is required and a party may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

8. **Non-Discrimination.** Both parties agree 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. The parties further agree to insert a similar provision in all subcontracts for services allowed under this Contract.

9. **ADA & Drug-Free Workplace Requirements.** All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, both parties certify that they operate 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.

10. **Debarment/Suspension Certification.** If this Contract involves the expenditure of federal funds in the amount of twenty-five thousand dollars (\$25,000) or more, the parties certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11. **Use of Information: Property Ownership.** The Chamber agrees that any and all information gathered in the performance of this Contract, either independently or through the Contractor or the State College System, shall be held in the strictest confidence and shall be released to no one other than to the Contractor, without prior written

authorization of the Contractor. The Chamber agrees that no authority or information gained through the existence of this Contract will be used to obtain financial gain for the Chamber, for any member of the Chamber's immediate family, or for any business with which the Chamber is associated except to the extent provided by this Contract.

12. **Parties; Subcontractors; Assignment.** References to the Contractor and the Chamber include the parties' officers, employees, agents, and independent contractors and subcontractors. The parties agree that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the other party. The parties agree 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 other party.

13. **Cancellation.** This Contract may be canceled by either party upon ninety (90) days' written notice prior to the annual renewal, which is July 1 each year.

14. **Default; Remedies.** If the Chamber defaults in its obligations under this Contract, the Contractor may, at its discretion, exercise any remedy available by law or in equity. In addition to any other available remedy, the Contractor may terminate this Contract immediately by written notice to the Chamber. The Chamber shall pay the Contractor only for such performance as has been properly completed.

15. **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.

16. **Technology Access.** All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at <https://nitc.nebraska.gov/standards/index.html>, and are incorporated into this Contract as if fully set forth herein.

17. **Confidentiality.** Chamber acknowledges that performance under the terms of this Contract may involve receipt of user data from the Contractor. Chamber will utilize user data from the Contractor only in the furtherance of this Contract. Chamber will notify Contractor within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential Contractor user data. Chamber will reimburse the Contractor for any and all expenses incurred by the Contractor as a result of a data breach of Chamber's systems.

18. **Indemnity.** The parties, to include their officers, directors, employees, agents, vendors, and suppliers, (collectively "indemnifying party") shall indemnify, defend, and hold the other party ("indemnified party") harmless from and against any third party claims, demands, suits, judgements, costs, expenses, damages, and liabilities, including, without limitation, negligence, reasonable attorneys' fees (collectively claims), to the extent caused by any negligent act caused by the indemnifying party related to this Contract.

19. **Designated Party Representatives.**

The designated Chamber representative for purposes of monitoring and oversight of this Contract is:

<u>Cindy K. Johnson</u>	<u>308-382-9218</u>	<u>cjohnson@gichamber.com</u>
Typed or Printed Name	Telephone	Email Address

The designated Contractor representative for purposes of monitoring and oversight of this Contract is:

<u>Michael Keibler</u>	<u>402-375-7198</u>	<u>mikeibl1@wsc.edu</u>
Typed or Printed Name	Telephone	Email Address

20. Signatures.

CONTRACTOR

Signature

President

Title

Date

Marysz Rames

Printed Name

Signature

Chancellor

Title

Date

Paul Turman

Printed Name

CHAMBER

Signature

Title

Date

Printed Name