

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

---

---

**ACTION:** **Approve Interlocal Agreement with Educational Service Unit #4 for Peru State College**

---

Peru State College (PSC) is requesting approval to continue the Interlocal Agreement with Educational Service Unit #4 (ESU 4). This Agreement allows PSC to accept students, aged eighteen (18) years or older in training programs for the purpose of allowing ESU 4 to provide vocational experience of instructional value to students in districts within ESU 4. The students receive the same consideration given regular employees with regard to safety and general work conditions. PSC agrees to cooperate with ESU 4 to provide community-based pre-vocational training to the students in accordance with the ESU 4 programs and guidelines and in accordance with applicable federal and state law, including child labor laws and the FLSA.

ESU 4 is responsible for providing on-site supervision and instruction to the students, with an emphasis on safety, production and appropriate work behavior. The student training activity is under the supervision of a qualified supervisor (teacher or job coach) provided by ESU 4. ESU 4 shall monitor quality control of work performed by the students.

The System Office and Peru State College recommend approval of the Interlocal Agreement with Educational Service Unit #4 for Peru State College.

**ATTACHMENTS:**

- PSC ESU4 Community-based Vocational Training Site Agreement (PDF)
- PSC ESU 4 Transition Training Site Agreement (PDF)



**Community-Based PSC Agreement  
ESU 4 Department of Special Education**

THIS AGREEMENT is made the 10<sup>th</sup> day of November, 2022, by and between Educational Service Unit #4 (ESU 4), hereinafter referred to as ESU 4, and Board of Trustees of the Nebraska State Colleges dba: Peru State College (PSC), hereinafter referred to as 'PSC.'

WHEREAS, ESU 4 has the authority to conduct community-based vocational training programs for its students, and PSC is willing to accommodate community-based training of students according to the provisions of this Agreement, and

WHEREAS, the parties desire to enter into an Agreement setting forth the relative conditions and obligations of such a program. Therefore, for good and valuable consideration, the parties agree as follows:

- 1. Term of Agreement.** This Agreement shall be in effect from the 10<sup>th</sup> day of November, 2022, to the 9<sup>th</sup> day of November, 2023. Either party may terminate this Agreement at any time upon seven (7) days' notice.
- 2. PSC.** PSC agrees to accept students, aged eighteen (18) years or older in training programs for the purpose of allowing ESU 4 to provide vocational experience of instructional value to students of districts within ESU 4. The students will receive the same consideration given regular employees with regard to safety and general work conditions. PSC agrees to cooperate with ESU 4 to provide community-based pre-vocational training to the students in accordance with the ESU 4 programs and guidelines and in accordance with applicable federal and state law, including child labor laws and the FLSA. ESU 4 and PSC will not discriminate in employment policies, educational programs or activities for reason of color, sexual orientation, gender identity, race, sex, religion, national origin, marital status, age or disability. PSC will provide the opportunity for vocational training and shall notify the on-site ESU 4 staff in the event of any problems or dissatisfactions.
- 3. ESU 4.** ESU 4 is responsible for providing on-site supervision and instruction to the students, with an emphasis on safety, production and appropriate work behavior. The student's training activity will be under the supervision of a qualified supervisor (teacher or job coach) provided by ESU 4. ESU 4 shall monitor quality control of work performed by the students.
- 4. Training Program.** PSC and ESU 4, along with the student's parent/guardian, shall execute prior to the student participating in the community-based program, a Training Agreement for each of the respective students. The student shall be assigned to perform the training activities specified in the training Agreement. A copy of each student's Agreement will be provided to PSC. The terms of this Agreement shall be deemed to be incorporated into each such training Agreement, including but not limited to receiving the

student's parent/guardian written proof of medical insurance and/or qualification and coverage under a government or other program to cover any expenses incurred for medical treatment or services provided to the students by PSC. The students shall not be made or considered an employee of the PSC, but shall be considered students deriving vocational training from a course of study with ESU without compensation from PSC. PSC will not use the students to displace a regular worker. Upon completion of the training Agreement, PSC is in no way obligated to provide employment for the student. The parties shall comply with the Federal Child Labor Requirements in Non-Agricultural occupations as outlined in Child Labor Bulletin 101, which PSC acknowledges having received.

**5. Mutual Release.**

(a) ESU 4 agrees that it will indemnify and hold PSC harmless from any claim or liability, costs and expenses arising out of the negligent or omission of ESU 4, its agents, servants, or employees or students in carrying out their duties and responsibilities under this Agreement.

(b) PSC agrees it will indemnify and hold ESU 4 harmless from any claim or liability, costs and expenses arising out of negligent act or omission of PSC, its agents, servants, and employees in carrying out its duties and responsibilities under this Agreement.

**6. Medical expenses.** The parties agree that neither PSC or ESU 4 will be responsible for any expenses incurred for medical treatment or services provided to the students.

**7. Severability and Notice.** If any provision or paragraph of this Agreement is unenforceable, the remaining provisions and paragraphs shall nevertheless be carried into effect and of full force and effect. Any notice required to be given hereunder shall be deemed to be properly served three (3) days after date of mailing if sent by certified mail, postage prepaid, addressed as follows:

To ESU 4: 2301 Dahlke Avenue, Box 310  
Auburn, NE 68305

To PSC: VPAF, P.O. Box 10, Peru, NE 68421

or such other address or addresses as either party may hereafter designate in writing to the other. Any notice or demand so mailed shall be effective for all purposes at the time of deposit thereof in the United States mail.

**8. Authority.** Both parties warrant and represent that they have full and legal authority to execute this Agreement on behalf of the entities they represent and to bind their entities to this Agreement to carry out its terms and conditions.

**In witness whereof**, the parties hereto have executed this Agreement the day and year first above written.

Educational Service Unit #4  
A/K/A ESU 4

BY: \_\_\_\_\_  
*(ESU 4 Administrator - signature)*

BY: \_\_\_\_\_  
*(Nebraska State College System - signature)*

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

School Coordinator/Administrator: \_\_\_\_\_



**ESU 4 Transition Training Site Agreement  
Special Education**

Student Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_

District: \_\_\_\_\_ Address: \_\_\_\_\_

IEP manager: \_\_\_\_\_ Principal/Sped Administrator: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_  
Address (if different from student): \_\_\_\_\_ Phone: \_\_\_\_\_

Cooperating Business: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

Cooperating Business Supervisor/Contact: \_\_\_\_\_  
Title: \_\_\_\_\_

Year: \_\_\_\_\_ Hours of Experience: \_\_\_\_\_

**Training Site Responsibilities:** Training site agrees to place the student in the business specified for the purpose of providing occupational experience that is of instructional value. It is agreed that the placement will not result in immediate advantage to the site, or displacement of regular employees.

**ESU 4 Responsibilities:** ESU 4 staff agrees to supervise the student while the student is on the job. The staff will continue a close working relationship with the site supervisor. The staff will provide instruction for each individual task and assist the student to independent completion of the expectations. Any complaints will be resolved with support of the ESU 4 staff. ESU 4 staff will meet with the parent/guardian and district prior to placement and as required by the student's IEP.

**Transportation to the ESU 4 Learning Center:** Provided by district. \_\_\_ Provided by Parent. \_\_\_  
**Transportation to the training site:** Provided by ESU 4.

**Parent/Guardian Responsibilities:** Parent/Guardian agree the student may participate in the ESU 4 Learning Center - Life Skills program. Participation in jobs at work sites are part of the curriculum.

Permission is granted for my child to be photographed while participating in this program and training site. Photos could be used in portfolios and for video. \_\_ YES \_\_ NO

**Student Responsibilities:** The student agrees to follow rules and expectations established by the district, ESU 4 and each training site with regard to hours of work, attendance and appropriate reporting procedures. The student and parent/guardian understand that the student will receive credit for work and experience on training sites in accordance with district guidelines. All understand that the student is not entitled to employment with PSC at the conclusion of the IEP.

**Hazardous Occupations Exception:** The student will not be involved in a hazardous occupation as defined under the Federal Child Labor Guidelines.

**Termination of Agreement with Training Site:** It is understood that the student is not an employee of the training site, and that this Agreement may be terminated by any party without cause upon seven (7) days written notice.

By signing this form, the parent(s) and student give permission for the training site and/or ESU 4 to authorize the student to receive emergency medical treatment in case of injury or illness. They agree that neither the training site nor ESU 4 will be responsible for any medical expenses for the injury to the student. They also understand that work and site-based environments present risks that might not be present on normal school grounds.

Student Signature: _____	Date: _____
Parent/Guardian Signature: _____	Date: _____
Training Site Signature: _____	Date: _____
ESU 4 Teacher Signature: _____	Date: _____
ESU 4 Administrator Signature: _____	Date: _____