

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

ACTION: **Approve Peru Day Care, Inc. Collaborative Agreement for Peru State College**

Peru State College requests Board approval to continue their Collaborative Agreement with Peru Day Care, Inc. for operation of the day care program on the College campus. Peru Day Care, Inc., a Nebraska nonprofit corporation began operation in 1982. The day care program provides a valuable service for College employees, students and area residents.

The Collaborative Agreement between the College and Peru Day Care, Inc. was initially approved at the September 2013 Board meeting and updated at the September 2018 Board meeting. The Collaborative Agreement will be renewed for a period of one year.

The System Office and Peru State College recommend approval of the Peru Day Care, Inc. Collaborative Agreement for Peru State College.

ATTACHMENTS:

- PSC Day Care Inc Agreement (PDF)

COLLABORATIVE AGREEMENT

This Collaborative Agreement ("Agreement") is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Peru State College, ("College") and the Peru Day Care, Inc. a Nebraska nonprofit corporation ("Day Care").

This Agreement identifies a commitment between the College and the Day Care to provide day care services to College employees, students, and area residents.

This Agreement shall become effective 10/1/2023 and shall continue until 9/30/2024 or terminated as provided by the terms of this Agreement.

Day Care's Responsibilities

The Day Care is responsible for providing high quality child care for children enrolled in the program.

The Day Care is responsible for cleaning the area assigned to the program and for maintaining supplies for their use.

The Day Care is responsible for all expenses relative to transportation, food, medical attention, and supervision of children attending the program.

The Day Care is responsible for providing an inventory of all property belonging to the Day Care which is housed in the areas assigned. This inventory is to be kept on file by the Day Care and a copy provided to the College Vice President for Administration and Finance.

The Day Care is responsible for providing a current list of officers of the organization and the Director of the Center, their addresses, and their phone numbers to the College Vice President for Administration and Finance. Changes in this information should be reported within thirty (30) days.

The Day Care agrees the facilities will be limited to use as a day care program.

The Day Care agrees to allow observation of Day Care students by College students, staff and faculty for College classroom assignments. The Day Care is responsible for obtaining necessary permission from parents and/or guardians for such observation.

The Day Care is responsible for reporting suspected abuse or neglect in accordance with all laws, rules and regulations.

The Day Care is responsible for following all legal requirements to operate the day care center, including Health and Human Services regulations.

The Day Care is responsible for providing liability insurance covering any accidents to the students, teachers, parents or officers of the Day Care, in the amount of one million dollars (\$1,000,000) per occurrence. The Day Care'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 Vice President for Administration and Finance.

The Day Care 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.

The Day Care agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, in that there shall be no discrimination against any employee who is employed in the performance of Agreement, or against any applicant for such employment, because of age, color, national origin, race, sexual orientation, gender identity, religion, disability or sex. 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 Day Care further agrees to insert a similar provision in all subcontracts for services allowed under this Agreement.

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

College's Responsibilities

The College agrees to provide Rooms 126 and closet 114 in the TJ Majors Building and outside area for use as a day care program, including utilities and facility maintenance, free of charge. The College shall also provide the Day Care with (i) access to the College's email system; (ii) hosting of the Day Care's website; and (iii) computer support services. The Day Care agrees to reimburse the College for the actual cost of email, website and computer support services on a monthly basis.

The College agrees to provide federal work study funding, as available, for College students who want to work in the Day Care. The College will process payroll for the work study hours worked at the Day Care. The Day Care shall reimburse the College for the 25% match incurred on Day Care work study hours when invoiced.

Hold Harmless

The Day Care agrees to protect, save and hold the College and all trustees, directors, agents, officers, representatives and employees thereof, forever harmless for any damages, costs or charges imposed for violations of any law or ordinance occasioned by the negligence, affirmative act or omission of the Day Care, including the Day Care's directors, agents, officers, representatives and employees. The agreement to hold harmless shall include, but not be limited to, reimbursement for any and all losses, costs, damages, liability or expenses including attorney's fees and litigation costs arising from a breach of the terms of this Agreement by the Day Care.

The College agree to protect, save and hold the Day Care and all trustees, directors, agents, officers, representatives and employees thereof, forever harmless for any damages, cost or charges imposed for violations of any law or ordinance occasioned by the negligence, affirmative act or omission of the College, including the College's directors, agents, officers, representatives and employees. The

agreement to hold harmless shall include, but not be limited to, reimbursement for any and all losses, costs damage, liability or expenses including attorney's fees and litigation costs arising from a breach of the terms of this Agreement by the College.

Meetings

To ensure effective achievement of the provisions of this Agreement, the College and Day Care shall meet at least annually to foster and maintain productive relationships, share information, as appropriate, and to ensure open and continuing communications and alignment of priorities.

Amendment

This Agreement may be amended upon written agreement of the parties.

Termination

Either party may, upon ninety (90) days written notice to the other party, terminate this Agreement. Notwithstanding the foregoing, either party may terminate this Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within thirty (30) days after receiving written notice of the default.

Designated College Representative

The designated College representative for purposes of monitoring and oversight of this Agreement is:

Jennifer Reiken

(402) 872-2224

jrieken@peru.edu

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day and date set forth below.

Peru State College
Michael Evans
President

Date

Peru Day Care, Inc.
Jordan Pond
President

Date

Board of Trustees of the Nebraska State Colleges
Paul Turman
Chancellor

Date