

AGREEMENT

THIS AGREEMENT is entered into by and between the Board of Governors of Southeast Community College, on behalf of the Criminal Justice Department (hereinafter referred to as “the School” or “School”) and the County of Lancaster, Nebraska, on behalf of Juvenile Youth Services, (hereinafter referred to as “the County” or “County”).

WHEREAS, the County owns and maintains Juvenile Youth Services located in Lancaster County, Nebraska; and

WHEREAS, the School currently operates a Criminal Justice Department, for which it desires to obtain the permission of the County to further the research and educational opportunities the School’s students can receive toward their educational objectives; and

WHEREAS, the County is willing to provide Juvenile Youth Services as a site to assist the School’s students by providing students such research and educational opportunities; and

WHEREAS the School and the County desire to reduce their understanding to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1. Purpose. The parties enter into this Agreement to grant permission to the School to assist the School’s students to further their research and educational opportunities at Juvenile Youth Services through an internship program.
2. Term. The term of this Agreement shall be for one (1) year beginning April 1, 2018 and ending March 31, 2019.
3. The parties agree that:
 - A. The County will permit a mutually agreed upon number of the School’s students to participate in an internship program under the supervision of County personnel.
 - B. Specific work areas, dates, and numbers of students will be mutually agreed upon between the County and the School prior to the start of each academic term.
 - C. Neither the School, the School’s students, nor the County shall be paid any compensation for the students’ participation in the internship program.
4. The School shall have the following duties and responsibilities:
 - A. The School shall provide a faculty member or members to serve as liaison(s) with County personnel.

- B. The School shall recruit student-applicants, collect students' applications, and select qualified student-applicants for assignment to the internship with the County. Selection and assignment of student-applicants shall be subject to the approval of Juvenile Youth Services pursuant to the requirements of this Agreement, which approval shall not be unreasonably withheld.
 - C. Upon request, the School shall provide County officials with such student information as will adequately disclose the prior educational and related experiences of prospective student participants.
 - D. School faculty will communicate student objectives and guidelines for the educational experience in a written document submitted to the County's designated liaison(s).
 - E. The School shall require its students and faculty to adhere to the County's applicable rules, regulations, policies, and procedures while on County premises.
 - F. The School's faculty will, in cooperation with the County's staff, coordinate efforts of the County's personnel and the student(s).
 - G. The School shall provide an instrument for the County to use to evaluate each student's educational experience at the conclusion of each academic semester, course or class of students. The School and the County shall agree to the form, content, and medium of the evaluation instrument.
5. The County shall have the following rights, duties and responsibilities:
- A. The County shall provide County personnel to serve as liaison(s) with the School's designated faculty liaison(s).
 - B. The County shall issue final approval for student-applicants according to legally permissible criteria established by Juvenile Youth Services. Any student that does not meet the legally permissible criteria for selection cannot be assigned to Juvenile Youth Services.
 - C. The County shall provide orientation(s) to acquaint students with Juvenile Youth Services facilities, policies, security, procedures, staff, as well as students' assigned internship duties.
 - D. The County shall provide appropriate supervision of the School's students by an experienced and qualified employee in the field. The School at all times retains ultimate supervisory authority over the School's students.
 - E. The County shall provide facilities at the Juvenile Youth Services for students and shall exercise best efforts to provide students with hands-on practical learning

experiences and observational opportunities of educational value.

- F. The County shall evaluate each student's educational experience at the conclusion of each academic semester, course, or class of students, using the instrument provided by the School and agreed upon by the parties.
- G. The County and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.

6. Student Qualifications:

- A. Students shall be 19 years of age or older.
- B. All students will be required to be enrolled in good standing at the School throughout the duration of the internship.
- C. Students shall demonstrate appropriate ethical and professional conduct.
- D. Students will follow the dress code for the specific area where they are assigned.
- E. The School may discontinue the assignment of any student at any time during the period of this agreement for violations of the School's policies and procedures governing student conduct. The School shall provide the County with a written copy of the School's policies and procedures governing student conduct prior to the effective date of this Agreement.
- F. Either party may discontinue the assignment of any student at any time during the period of this agreement. Prior to either party's discontinuing a student's assignment, the party taking the action to discontinue the student's assignment shall notify the other party about the discontinuance of the student's assignment. Grounds for discontinuing assignment shall include but not be limited to: violation of the County's applicable rules, regulations, policies, and procedures while on County premises; a breach of confidentiality pursuant to Paragraph 7 of this Agreement; and student actions that jeopardize the safety or security of the Juvenile Youth Services Department or the School, the Lancaster County residents, the student or other students, or otherwise put the County, the School, the County or School's staff, the student, or other students at risk.
- G. All student applicants will be required to complete an internship application and will be subject to a background check. County shall notify School of background check requirements in writing prior to the effective date of the Agreement. Background check results shall be reviewed by Juvenile Youth Services. Assignment of students shall be subject to the approval of the Juvenile Youth

Services, which approval shall not be unreasonably withheld. The background check shall be conducted by School using One Source, and the check shall include but not be limited to a check of the following databases as defined by One Source:

- i. Statewide Criminal;
 - ii. Global Watch; and
 - iii. The Sex Offender Registry maintained by the Nebraska State Patrol;
7. All information regarding clients of Lancaster County is confidential and is the sole property of Lancaster County. The School and its participating students agree not to disclose or provide information regarding client of the Juvenile Youth Services to anyone other than employees of the County. No other information is to be disclosed to any party. The School and its participating students agree to comply with all state and federal laws and regulations regarding the confidentiality of health and other information related to clients of Juvenile Youth Services. Student disclosure of confidential information constitutes grounds for discontinuance of the student's internship.
 8. This Agreement may be terminated by either party upon sixty (60) days written notice.
 9. Both parties agree that students will not be deemed employees of the County for any purpose but shall remain School's students who are present at Juvenile Youth Services solely as a part of their course of study at the School. The County expressly assumes no obligation for wages, workers' compensation, professional liability insurance, health insurance, transportation, meals, room or uniforms for School's students. This Agreement does not contemplate the payment of any fee or remuneration by either party to the other but is intended to jointly benefit both parties by supporting education and civic engagement.
 10. It is the express intent of the parties that this contract shall not create an employer-employee relationship and School, or any employee or other person acting on behalf of School in the performance of this Agreement, shall be deemed to be an independent contractor(s) and not employee(s) of the County for any reason or in any manner during the entire term of this Agreement or any renewals thereof. School shall not receive any additional compensation in the form of wages or benefits except as specifically set forth herein. The School shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law with respect to the School or any such employee of the School as may be engaged in the performance of this Agreement. County shall at all times retain control of all records of the clients being served by Juvenile Youth Services.
 11. Neither the School nor the County shall discriminate against any employee, applicant or student for employment or registration in its course of study because of race, age, color, religion, sex, national origin, handicap, special disabled veteran status, or Vietnam era veteran status. Both parties agree to comply with the Family Educational Rights and Privacy Act of 1974 governing the privacy of student records.

12. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
13. Neither party, nor its employees, agents or contractors shall have any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of any other party, except as set forth herein.
14. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.
15. This Agreement and all rights hereunder shall not be assignable either in whole or in part by either party without the prior written consent of the other party.
16. No amendments, additions or deletions to the Agreement shall be binding unless approved by both parties in writing.
17. All notices, requests for services or other communications provided under this Agreement shall be in writing and shall be given to County or School at the addresses set forth below or at such other address or facsimile number as they may specify thereafter in writing:

School: Southeast Community College
Criminal Justice Department
8800 O St.
Lincoln, NE 68520

County: Lancaster County Juvenile Youth Services
1200 Radcliff St.
Lincoln, NE 68512
Phone: (402) 441-7090
AND
Lancaster County Board of Commissioners
555 South 10th Street
Lincoln, NE 68508

Such notice or other communication may be mailed by United States certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office. Such notices or communications may also be delivered by hand. For purposes of this Agreement, all notices will be deemed to have been given upon the date of personal delivery or three (3) days after having been deposited in the United States mails as provided above.

18. If any portion of this Agreement is held invalid according to applicable law, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law. However, in the event that any portion of this Agreement is held invalid, if such invalidity would materially affect the obligations of either of the parties to the Agreement such party shall have the right to immediately terminate this Agreement if the Agreement cannot be modified to correct the material change.
19. The School shall maintain, at its own cost throughout the duration of this Agreement, a policy or policies of insurance or a self-insurance program sufficient in coverage and amount to fully satisfy any judgments and pay any and all liabilities, judgments and related expenses that may arise in connection with performance of this Agreement. At a minimum, such insurance or self-insurance shall include:
 - A. Workers' Compensation Insurance: During the term of this Agreement, School will maintain a policy of Workers' Compensation insurance for its staff members which carries a minimum of \$100,000 per person and \$500,000 per policy limit of Workers' Compensation coverage or be qualified for self-insurance.
 - B. General Liability Insurance: General liability insurance or self-insurance, including coverage for bodily injury, wrongful death, personal injury, property damage, contractual liability, and products/completed operations liability. The minimum acceptable limits of liability to be provided by such insurance or self-insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence

School and its students shall not commence work under this Agreement until School has obtained all insurance required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. School shall provide Lancaster County thirty (30) days notice of cancellation, non-renewal, or any material reduction of insurance coverage.

EXECUTED this ____ day of _____, 2018, by Southeast Community College.

By: _____
Dennis Headrick, VP of Instruction

Date: _____

On Behalf of

BOARD OF GOVERNORS OF
SOUTHEAST COMMUNITY COLLEGE

By: _____
Rita Dondlinger
Program Chair
Criminal Justice Department

Date: _____

EXECUTED this ____ day of _____, 2018, by Lancaster County, Nebraska.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

By: _____

APPROVED AS TO FORM
this ____ day of _____, 2018.

for PAT CONDON
Lancaster County Attorney