

**LANCASTER COUNTY YOUTH SERVICES CENTER AGREEMENT
2019-2020**

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between the COUNTY OF LANCASTER, NEBRASKA, hereinafter referred to as "COUNTY," and EDUCATIONAL SERVICE UNIT No. 18 of the State of Nebraska, hereinafter referred to as "ESU."

WHEREAS, the parties hereto desire to cooperate with each other on the basis of mutual advantage to provide services and facilities in a manner that will best meet the needs and development of both parties under the Interlocal Cooperation Act as set forth in Nebraska Revised Statutes 13-801 to 13-827 (Reissue 2012); and

WHEREAS, the COUNTY presently owns and maintains the Lancaster County Youth Services Center, hereinafter referred to as "YOUTH SERVICES CENTER," located at 1200 Radcliff Street, Lincoln, Lancaster County, Nebraska; and

WHEREAS, the COUNTY desires provisions for instructional and support staff, these individuals will be provided within budget allocations, by the "ESU" to provide educational services to youth detained at the YOUTH SERVICES CENTER; and

WHEREAS, the ESU is capable of providing such services, and is willing to do so as a part of the Agreement under the Interlocal Cooperation Act; and

WHEREAS, Nebraska Revised Statutes § 43-2,110, § 79-215(9), and other laws, provide that the State and COUNTY shall pay the cost of providing such educational services.

NOW, THEREFORE in consideration of the mutual promises of the parties hereto, it is agreed as follows:

1. The Agreement shall be in force for the period commencing on August 1, 2019, and continue through July 31, 2020.
2. A separate legal entity will not be created, but the program shall be administered by one individual appointed by each party who will meet as necessary to administer the program and to make appropriate adjustments in the program as may be required from time to time. Both parties shall agree prior to implementing adjustments to the program, including but not limited to the following program adjustments: a) scheduling changes or b) changes in activities that may impact the safety and security of the YOUTH SERVICES CENTER.
3. The "ESU" shall provide a certificated administrator and certified teachers to teach under the laws of the State of Nebraska, and other support staff. The County reserves the right to reject the services of any certified teacher or support staff in the event of the failure to comply with Youth Services Center Policies, Procedures, or Orders, or based upon any articulable facts that such certified teacher or support staff

may pose a risk to the security of the Youth Services Center or the individuals at the Youth Services Center. Prior to finalizing any such rejection, the program administrators shall meet and discuss the matter. In the event the services of any certified teacher or support staff are rejected hereunder by the County, ESU agrees to provide a certificated teacher or support staff replacement to fill the vacant position. A copy of the days that the schools being maintained and are scheduled to be in session is reproduced in Exhibit "A", attached hereto and hereby incorporated by reference this reference.

a. The "ESU" intends to provide certificated teachers for the number of days as provided in the teachers' negotiated agreements.

b. It is expressly understood between the parties that the "ESU" will not provide personnel under this Agreement on days which Lincoln Public Schools is not in session because of scheduled or unscheduled closings.

c. In the event of the absence of the designated teachers, the "ESU" shall make reasonable efforts under its customary procedures to provide an appropriate substitute. If the "ESU" because of the absence of "ESU" teachers is unable to provide an appropriate education program on a scheduled service day, then the "ESU" shall take the necessary steps to make up such day. If this day is not made up, except as hereinafter provided, the county may reduce compensation based upon the number of days services were not so provided pursuant to this agreement. Make up days are not required and no reduction in compensation shall be permitted hereunder, where an appropriate education program was not provided on a scheduled day of service due to the sole fault of the YOUTH SERVICES CENTER.

4. The services to be provided by the educational and support staff shall include direct services to detainees and the mutual development of appropriate educational programs for detainees at the YOUTH SERVICES CENTER, as well as the maintenance of any records required by the "ESU", the YOUTH SERVICES CENTER, and the State of Nebraska.

5. The "ESU" shall provide the teachers with all appropriate materials for the educational programs for the school-age residents of the YOUTH SERVICES CENTER. Work completed by YOUTH SERVICES CENTER residents shall be properly recorded on the records of ESU.

6. The COUNTY agrees that the YOUTH SERVICES CENTER shall provide appropriate space, time, and reasonable staff support to assist "ESU" staff in performance of the services provided in this Agreement. Reasonable staff support shall include the maintenance of student discipline, providing of security, and the providing of any other support which may be required because of the nature of the YOUTH SERVICES CENTER facility and its residents.

7. The COUNTY agrees to reimburse ESU for all expenses incurred in providing services pursuant to this Agreement, provided, however, that the amount of such

reimbursement shall not exceed \$799,344. In addition, it is understood and agreed as follows:

a. The amounts set forth above shall represent the total consideration to be paid by the COUNTY to the "ESU" under the terms of this Agreement.

b. The staff members provided by ESU shall not be considered employees of either the COUNTY or the YOUTH SERVICES CENTER.

c. Neither the COUNTY nor the YOUTH SERVICES CENTER shall be responsible for providing workers' compensation insurance, health insurance, or any other fringe benefits for the staff persons employed by the "ESU".

8. In the event that continued reimbursement from the State shall become unavailable for any reason, the COUNTY may terminate this Agreement upon thirty (30) days written notice, and both parties shall be relieved of any further obligations hereunder.

9. Subject to the limitation set forth in paragraph 8 above, the COUNTY agrees to include in its yearly budget an amount sufficient to meet the obligations imposed by this Agreement and to make payments to the "ESU" following receipt of a statement specifying the expenses for which reimbursement is being sought. The "ESU" agrees to send a monthly statement to the Director of the YOUTH SERVICES CENTER who will submit it to the appropriate county office for reimbursement.

10. Each party agrees to save and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or property, including any resulting loss of use. 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.

11. It is the express intent of the parties that this agreement shall not create an employer-employee relationship, and the "ESU", or any employee or other person acting on behalf of the "ESU" in the performance of this agreement, shall be deemed to be independent contractor(s) during the entire term of this agreement or any renewals thereof. The "ESU" shall be responsible for all benefits payable under this agreement. The "ESU" shall not be entitled to any salary from the County or the Youth Services Center or to any benefits made to their employees, including, but not limited to, overtime,

vacation, retirement benefits, workers' compensation, sick leave or injury leave. The "ESU" shall also be responsible for maintaining workers' compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for themselves, and for payment of all federal, state, local, and any other payroll taxes with respect to their compensation.

12. This Agreement may be modified by written agreement of the parties and may be terminated by either party by giving to the other party written notice of its intention to terminate at least thirty (30) days prior to the proposed date of termination.

13. The "ESU" agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

14. The "ESU" shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. The "ESU" may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY, with any insurance coverage maintained by the County being secondary or excess.

- a. Workers' Compensation. The "ESU" shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. The "ESU" shall provide the County with an endorsement for waiver of subrogation. The "ESU" shall also be responsible for ensuring that all "ESU" subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.
- b. Commercial General Liability. The "ESU" shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include, as applicable: Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and the "ESU" shall provide an additional insured endorsement acceptable to the County. The required

insurance must include coverage for all projects and operations of "ESU" or similar language that meets the approval of the County, which approval shall not be unreasonably withheld. An Additional Insured endorsement shall be provided to County naming County as additional insured under the commercial general liability.

- c. Cancellation Notice. The "ESU" shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The "ESU"'s insurance shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the "ESU" shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.
- d. Umbrella or Excess Liability. "ESU" may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.
- e. Minimum Scope of Insurance. All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.
- f. Sovereign Immunity. Nothing contained in this clause or other clauses of this Agreement/Contract shall be construed to waive the Sovereign Immunity of the "ESU" or County.

15. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, the "ESU" agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise 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 pursuant to the Immigration Reform and Control Act of 1986. "ESU" shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. "ESU" shall require any subcontractor to comply with the provisions of this section.

16. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes all prior and

contemporaneous verbal and written communications, agreements, assurances and understandings between the Parties with respect thereto. No amendments, additions or deletions to the Agreement shall be binding unless approved by both parties in writing.

17. The "ESU" shall not assign its duties and responsibilities under this Agreement without the express written permission of the County.

EXECUTED this 27 day of June, 2019.

EDUCATIONAL SERVICE UNIT #18
LINCOLN, NEBRASKA

BY: 
An Authorized Official

EXECUTED this _____ day of _____, 2019.

BY THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this _____ day of _____, 2019.

Deputy County Attorney
For PAT CONDON

County Attorney **EXHIBIT- A**

2019-2020 Student Calendar



Lincoln Public Schools
Lincoln, Nebraska



Amended 1/19

2019							2020						
JULY							JANUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28	29	30	31	
AUGUST							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30	31	23	24	25	26	27	28	29
SEPTEMBER							MARCH						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30						29	30	31				
OCTOBER							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5				1	2	3	4
6	7	8	9	10	11	12	5	6	7	8	9	10	11
13	14	15	16	17	18	19	12	13	14	15	16	17	18
20	21	22	23	24	25	26	19	20	21	22	23	24	25
27	28	29	30	31			26	27	28	29	30		
NOVEMBER							MAY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2						1	2
3	4	5	6	7	8	9	3	4	5	6	7	8	9
10	11	12	13	14	15	16	10	11	12	13	14	15	16
17	18	19	20	21	22	23	17	18	19	20	21	22	23
24	25	26	27	28	29	30	24	25	26	27	28	29	30
							31						
DECEMBER							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7		1	2	3	4	5	6
8	9	10	11	12	13	14	7	8	9	10	11	12	13
15	16	17	18	19	20	21	14	15	16	17	18	19	20
22	23	24	25	26	27	28	21	22	23	24	25	26	27
29	30	31					28	29	30				

- First and last days of class for students
- PLC days-early dismissal (*Plan Days and PLC Days are subject to change*)
- Schools not in session
- Students in elementary schools NOT in attendance (*Plan Days*)
- Quarter start dates
- Quarter end dates

The Lincoln Public Schools District understands and appreciates that our community has a wide variety of rich and varied religious celebrations and observances. In the event families recognize these holidays, parents should notify schools. Students will be given excused absences and allowed reasonable opportunities to make up any schoolwork missed.