

**SERVICE AGREEMENT  
BETWEEN  
CITY OF LINCOLN AND KAPLAN UNIVERSITY**

**I. INTRODUCTION.**

This Agreement is between the City of Lincoln, Nebraska (hereinafter "City"), on behalf of the Lincoln-Lancaster County Health Department (hereinafter "LLCHD") and Iowa College Acquisition, LLC d/b/a Kaplan University (hereinafter "School"), with a place of business at 1821 K Street, Lincoln, Nebraska, and (402) 474-5315.

The work study is for student interns (hereafter "Intern(s)") is a cooperative effort to make Federal Work Study program funds available to reimburse needy students for a major portion of their earnings, in eligible School studies. For the purposes of this Agreement, student internships shall be called the "Program".

**II. SERVICES.**

The School and City enter this Agreement for the School to:

1. Make Intern applicants available to LLCHD for interview at LLCHD's request.
2. Compensate students for work performed under this agreement with the funds it receives via the Federal Work Study Program ("Funds"). Compensation shall be disbursed to the Intern once every two weeks by the School out of the Funds. LLCHD shall forward the time card to the School no later than Monday of the week following the end of the pay period. All time cards shall be completed in full and any corrections to entries will be made by the Intern(s) completing a new time card to be reviewed and approved by the City.
3. The School shall be responsible for 100% of the gross wages owed to an Intern as a result of services provided according to this Agreement. Such payment shall be made solely out of the Funds. This shall include making payment to the Intern based upon the work provided for the City according to the time card provided by and approved by the City. The School hereby agrees to cover all Federal Work Study employees under its Worker's Compensation plan.
4. The School can require the student to terminate employment due to the receipt of other financial aid which exceeds the student's financial need or if the School no longer receives the Funds. The decision to terminate the employment of any Intern in particular due to the receipt by said Intern of other financial aid shall remain at the sole discretion at the School. The School shall notify LLCHD of such termination. The School may also require the cessation of employment if the Federal allocation is exhausted.
5. The School shall be limited to determining that the Intern meets the financial and educational eligibility requirements for work under the Federal Work Study program and in assigning students to a pool of applicants from which the City may select Interns to work for LLCHD. Officials of the School may at any time counsel the Interns regarding their employment with the City.

The School and City enter into this Agreement for the City to:

1. Accept or reject applicants sent by the School for employment. However the City agrees that no student will be denied work or subjected to different treatment under this agreement by virtue of race, color, national origin, or sex. The City agrees to abide by the Civil Rights Act of 1964, and Title IX of the Education Amendments of 1972, and the regulations of the Department of Education which implements these acts.
2. The City has the right to control and direct the services of the Intern, not only as to the result to be accomplished but also as to the means by which the result is accomplished. The City agrees that the Intern will be placed in working conditions which comply with the Occupational Safety and Health Act of 1970. The City shall adequately instruct and supervise the Intern in order to ensure that the job is adequately accomplished. The City shall be in full command of the student at all times when the Intern is acting in the course of his or her employment. The City, at any time, may discharge the Intern at its sole discretion.
3. The City agrees to abide by the earnings limitation established by the School based upon federal regulations and set prior to employment. Paid holidays or paid vacation periods are not authorized under Federal Work Study. Earnings in excess of the earnings limitation authorized under Federal Work Study will be compensated 100% by the City.

In addition, the School and City mutually agree as follows:

1. Interruption from educational training will result in an Intern's discharge from participation in the Federal Work Study program. The School shall notify the City in writing of any interruption from educational training by any Intern performing services for the City according to the terms of this Agreement.
2. The City certifies that its organization is a public organization and that the Intern's job assignment will not involve religious or political activities and will be in the public interest.

### **III. TERM.**

The term of this Agreement shall be from July 1, 2015 and shall continue until completion of all the obligations of this Agreement, but in no event longer than June 30, 2017.

### **IV. COMPENSATION.**

The City is not in any way responsible for gross wages paid to the Intern. The School is responsible for 100% of the gross wages paid to the Intern, solely out of the Funds.

### **V. TERMINATION FOR BREACH.**

Either party has the right to terminate this Agreement if the other party fails to perform as required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party sixty (60) days written notice. School may terminate this Agreement at any time in the event it loses its funding under the Federal Work Study Program.

## **VI. TERMINATION FOR CONVENIENCE.**

Either party has the right to terminate this Agreement for any reason for its own respective convenience, by providing the other party with at least sixty (60) days written notice.

## **VII. DUTIES GENERALLY.**

Each party agrees as follows:

- A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
- B. To furnish everything reasonably necessary to complete its respective services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

## **XI. INDEPENDENT CONTRACTOR.**

The City is interested only in the results produced by this Agreement. The School and LLCHD have charge and control of the manner and means of performance. Each party shall perform as an independent contractor and it is expressly understood that neither party, nor any of its respective staff are employees of the other party and, thus they are not entitled to any of the other party's benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

## **XII. INSURANCE.**

1. The School shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting the School and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by School's employees or students. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- A. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
  - B. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
  - C. Personal Injury Damage - \$1,000,000 each Occurrence; and
  - D. Medical Expenses (any one person) - \$10,000.
2. The following shall be provided and attached to this Agreement by the School:
    - A. A Certificate of Insurance for its General Liability Insurance and Professional Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance; and
    - B. Proof of Workers' Compensation Insurance, where appropriate.
  3. The School is required to provide the City with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

### **XIII. INDEMNIFICATION.**

To the fullest extent permitted by law, the School shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the School, or anyone for whose acts School may be liable, including but not limited to Intern(s) performing services according to the terms of this Agreement. This section will not require the School to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence or omission of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

### **XIV. AUDIT PROVISION.**

The School shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and upon reasonable notice, shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

### **XV. FAIR EMPLOYMENT.**

Neither party may discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat. § 48-1122*, as amended.

### **XVI. FAIR LABOR STANDARDS.**

Each party shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

#### **XVII. NEBRASKA LAW.**

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

#### **XVIII. INTEGRATION, AMENDMENTS, ASSIGNMENT.**

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

#### **IX. SEVERABILITY & SAVINGS CLAUSE.**

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

#### **XX. ELIGIBILITY TO WORK**

School and their 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.

#### **XXI. CAPACITY.**

The undersigned person representing each party does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the party to this Agreement.

[Execution page to follow]

IN WITNESS WHEREOF, the Program Provider and City do hereby execute this Agreement.

*Kate Packard*

Signature

Kate Packard

Campus President, Iowa College Acquisition, LLC

d/b/a Kaplan University

1821 K Street

Lincoln, Nebraska 68508

Signature

Chris Beutler

Mayor of Lincoln

555 South 10<sup>th</sup> Street

Lincoln, Nebraska 68510

*5/14/2015*

Date of Signature

Date of Signature

