



Board of Trustees of the Nebraska State Colleges

Meeting Date: **September 10, 2026**

Agenda Item: **2.6**

ITEMS FOR DISCUSSION AND ACTION:

Committee: **Academic & Personnel Committee**

Action Item: **OExplora Study Abroad Contract - PSC**

Peru State College (PSC) seeks Board approval to offer a faculty-led study abroad experience in Berlin, Warsaw, and Krakow during May–June 2027. This program advances the College’s mission by expanding access to high-impact educational experiences that strengthen students’ global awareness, cultural competency, and applied learning. The proposed 12-day program combines academic instruction with immersive experiences in historically and culturally significant locations in Germany and Poland. Through guided engagement with museums, historical sites, and cultural institutions, students will deepen their understanding of global history, societal systems, and intercultural perspectives while earning academic credit under the supervision of a Peru State Faculty Director.

The program has been structured with intentional safeguards related to oversight, operations, and financial stewardship. Peru State will partner with an experienced international education provider, OExplora, to coordinate travel logistics, accommodations, transportation, orientation, and on-site support, including participant assistance, health and safety guidance, emergency procedures, and coordination with the Faculty Director.

Institutional risk has been reduced through minimum enrollment requirements, defined cancellation timelines, and contractual protections that eliminate financial liability to the College and participating students if enrollment thresholds are not met. Program costs are structured to provide predictability while maintaining educational quality. Approval of this proposal will position Peru State to expand experiential learning opportunities and provide students access to a meaningful international academic experience that supports student engagement, academic excellence, and preparation for leadership in an increasingly interconnected world. Prior to departure, all contractual agreements, participant waivers, emergency response procedures, travel documentation requirements, and institutional approvals will be completed through established College review and compliance processes, including legal review as appropriate.

The System Office recommends approval of the Study Abroad Contract between Operation Europe Inc. doing business as OExplora and Peru State College.

ATTACHMENTS:

- PSC Study Abroad Summer 2027 Contract

CONTRACT FOR SERVICES

(Long Form)

Board of Trustees of the Nebraska State Colleges
Chadron State, Peru State, and Wayne State Colleges

This Contract is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Peru State College (the "College"), and Operation Europe Inc. doing business as OExplora, a(n) Organization (the "Contractor").

The Contractor and the College agree as follows:

1. **Effective Date.** This Contract shall be in effect from September 15, 2026 to June 11, 2027.
2. **Services.** The Contractor agrees to provide the following services to the College:
 - Provide all materials and services outlined in the Custom Program Proposal (**Appendix A** is attached and is incorporated into this Contract by reference);
 - Be responsible for representing the policies to the College and ensuring that the program is implemented successfully;
 - Be responsible for organizing all travel arrangements and making payments to vendors as specified in Appendix A;
 - Provide a complete and final itinerary after receiving final payment;
 - Comply with FERPA regulations;
 - Verify that all transportation will be conducted by vehicles and drivers who are licensed by the German and Polish governments to conduct tour activities;
 - Be available 24 hours a day from the time the group arrives in Berlin on May 25, 2027, until the time the group departs Krakow on June 4, 2027, to respond to any and all emergencies or requests by participants during the trip. (Emergency services are available 24 hours a day, and the location of the nearest clinic and other location to receive medical attention have been provided in advance.);
 - Assist the Faculty Director (see below) in making arrangements for medical evacuation, finding alternate housing in case of an emergency or natural disaster, and/or changing travel and making additional housing arrangements should flights get canceled.

The College will fulfill the following obligations:

- Promote the program to faculty advisors and eligible students;
- Provide academic advising to students interested in the program;
- Provide a program coordinator who is responsible for screening and approving program applicants. The program coordinator will also serve as the primary contact to Contractor and assure compliance with the policies of the College;
- Issue program payment to Contractor in accordance with the Financial and Procedural terms outlined within **Appendix A**;
- Provide faculty member to accompany the group and serve as the Faculty Director;
- Pay all salary and benefits to the appropriate Faculty Director as determined by the College;
- Collect all monies from students and make available to the Contractor by the payment deadlines as specified in **Appendix A**;
- Comply with FERPA regulations before releasing any information to Contractor;
- Award appropriate academic credit to student(s) who complete the program successfully.

The Contractor agrees the contract work shall not be performed on time that is paid for by any public funds other than those provided by the College under this Contract.

3. **Consideration.** For the services described above, the College agrees to pay the Contractor:
As outlined in the paragraphs of **Appendix A** (below) labeled “Financial and Procedural Terms” (p. 8), “Deadlines and Cancellation Dates” (p. 8-9), “Late Registrations” (p. 9) and “Faculty Director Accommodations and Support” (p. 11).

Where provision is made for travel expenses, the expenses shall not exceed those allowed employees of the Nebraska State College System unless otherwise specifically provided herein.

4. **Prompt Payment Act.** In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.
5. **Independent Contractor.** The Contractor shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers’ compensation law and Nebraska unemployment insurance law.

The Contractor agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between the Contractor and the College, and the College shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages or overtime premiums. If the Contractor has employees or subcontractors, the Contractor further agrees to maintain at least the prescribed minimum workers’ compensation insurance coverage for all of the Contractor’s employees for the duration of this Contract. The Contractor agrees to furnish the College proof of workers’ compensation insurance coverage upon request.

Liability Insurance Requirements

The Contractor is required to carry liability insurance in the amount of one million dollars (\$1,000,000) per occurrence. The Contractor’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.

6. **Access to Records.** The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the College under this Contract. The Contractor agrees to allow authorized representatives of the College, the Board, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate, free access at reasonable times to all records generated or maintained as a result of this Contract for a period of three (3) years after the termination of this Contract.
7. **Non-Discrimination.** The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000. Unlawful harassment and/or discrimination is prohibited. This prohibition 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 Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.
8. **ADA & Drug-Free Workplace Requirements.** All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace

and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

9. **Use of Information; Property Ownership.** The Contractor agrees that any and all information gathered in the performance of this Contract, either independently or through the College or the State College System, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. The Contractor agrees that no authority or information gained through the existence of this Contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by this Contract.

The Contractor further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this Contract shall be the property of the College. The Contractor hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this Contract.

10. **Parties; Subcontractors; Assignment.** References to the Contractor and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the College. The Contractor agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the College.
11. **Cancellation.** This Contract may be canceled by the College upon thirty (30) days' written notice. Settlement of the amount due to the Contractor upon cancellation have been determined between the parties in Appendix A and are based upon (a) specified deliverables completed by the Contractor and accepted and usable by the College as of the date of termination when the Contractor initiates termination, or (b) the percentage of services performed by the Contractor as of the date of termination when the College initiates termination.
12. **Default; Remedies.** If the Contractor defaults in its obligations under this Contract, the College may, at its discretion, exercise any remedy available by law or in equity. In addition to any other available remedy, the College may terminate this Contract immediately by written notice to the Contractor. The College shall pay the Contractor only for such performance as has been properly completed and is of use to the College. The College may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the consideration set forth in Paragraph 3.
13. **Complete Agreement; Governing Law; Amendment.** This Contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this Contract other than those stated herein. This Contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This Contract may be amended at any time in writing upon the agreement and signature of both parties.
14. **Confidentiality.** Contractor acknowledges that performance under the terms of this Contract may involve receipt of user data from the College. Contractor will utilize user data from the College only in the furtherance of this Contract. Contractor will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. Contractor will reimburse the College for any and all expenses incurred by the College as a result of a data breach of Contractor's systems.

If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA) the Contractor agrees and acknowledges that Contractor is acting as an officer of the College for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at: <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information.

The Contractor further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

15. **Designated College Representative.** The designated College representative for purposes of monitoring and oversight of this Contract is:

<u>Doug Engel</u>	<u>(402) 872-2237</u>	<u>dengel@peru.edu</u>
Typed or Printed Name	Telephone	Email Address

16. **Savings Clause.** If any provision(s) of this Contract is (are) determined to be unlawful or otherwise unenforceable, such determination, in and of itself, shall not affect the lawfulness or enforceability of any other provision of this Contract.

17. **Signatures.**

CONTRACTOR	COLLEGE	SYSTEM OFFICE
<u>Signature</u>	<u>Signature</u>	<u>Signature</u>
<u>Printed Name</u>	<u>Printed Name</u>	<u>Printed Name</u>
<u>Title</u>	<u>Title</u>	<u>Title</u>
<u>Date</u>	<u>Date</u>	<u>Date</u>

Appendix A
Custom Program Proposal
Berlin, Warsaw & Krakow

Summer 2027

Program Overview

Minimum number of students: 10

Number of Faculty Director(s): 1

Departure date from USA: May 24, 2027

Departure date from Krakow, Poland: June 4, 2027

The PSC Faculty Director will accompany a group of the College's students to Berlin, Warsaw, and Krakow for a twelve (12) day intensive education program. In addition to the rigorous academic course, the students will also experience Berlin, Warsaw, and Krakow through cultural activities, day trips and excursions.

Minimum Enrollment Policy

Program fees are set with a minimum of ten (10) students for this program. This policy enables the provider to offer a high quality program and avoid the risk of cutting out essential components (such as cultural events) in order to finance an under-enrolled program.

Program Price

The College's program in Berlin, Warsaw, and Krakow is five thousand four hundred and twelve dollars (\$6,081) per student if at least ten (10) students enroll. Please note that all program fees are given in U.S. dollars and will not vary despite currency fluctuations a deposit payment has been made to cover at least 10% of the total billing amount.

If fewer than ten (10) students enroll in the program, the College will cancel the program.

Contractor

The Contractor for the College is OExplora. Once the program is confirmed, a member of OExplora's team will be assigned to operate the program. The OExplora team will serve as the contact for the College's Faculty Director and staff throughout all phases of the program, especially during the pre-departure and post-program phases.

The Contractor is highly knowledgeable about the available facilities, customs, support services and local people. The Contractor arranges the following:

- Roundtrip airfare
- All accommodations
- All ground transportation with the exception of roundtrip transportation to Eppley Airfield
- Program orientation upon arrival in Berlin, Warsaw, and Krakow
- Excursions, cultural activities, and other services as needed

The Contractor is trained to ensure the well-being of each program participant and make every effort to make themselves accessible to students at all times. The Contractor will lead all excursions, facilitate the orientation program and serve as a cultural liaison for the group

throughout the program. The Contractor will make every effort to assist the College's Faculty Director with any issues that may arise.

Program Support

The per-student program fee of six thousand and eighty-one dollars (\$6,081) includes the following services and items that shall be provided and paid for, as necessary, by the Contractor:

Pre-departure:

- Pre-departure information including airport arrival instructions, accommodations description, address and contact information, students' flight arrival information and email addresses, and a program itinerary.

Onsite:

- Group pick-up and drop-off at airport on designated program arrival and departure dates;
- Transportation to and from all hotels
- Student and Faculty Director housing in a hotel in Berlin, Warsaw, and Krakow
- Two students will be placed per hotel room. One triple will be provided if there is an odd number of students. One Faculty Director will be placed per hotel room.
- On-site orientation meeting upon arrival with tour director to address cultural adjustment, health and safety, housing, and detailed itinerary;
- All cultural activities and excursions as listed below in the tentative itinerary, including entry and transportation fees
- Transportation from Berlin to Warsaw and from Warsaw to Krakow
- Guides as listed below in tentative itinerary
- The College's Faculty Director trip expenses

Financial and Procedural Terms

The College agrees to adhere to the deadlines below to ensure that the Contractor has sufficient time to make arrangements and secure reservations for the program. With prior written agreement from the College, the Contractor may make exceptions to these policies as necessary, especially in cases of medical or family emergencies.

Deadlines and Cancellation Dates

Contractor must receive written notification of student withdrawals from the College on behalf of the student. Emails, faxes and letters are all acceptable forms of written notification. The date the Contractor is notified will determine the amount the College will be refunded. Because the Contractor bills the College directly for all student program fees, all applicable penalties will be the responsibility of the College, and all refunds will be sent to the College directly.

- **December 1, 2026:** Initial deadline for course cancellation. On this date, if the minimum enrollment of ten (10) has not been met, the College will provide the Contractor written notification the program has been cancelled for under-enrollment. If the program is cancelled, there is no financial penalty to the College and the Contractor will release the College and students from all financial liability.
If minimum enrollment of ten (10) has been met, the College must provide the Contractor a roster of the participating student names. In return, the Contractor will invoice the College for 50% of the full program fee (\$3,041) for each student listed on the roster. Payment for this invoice is due no later than **January 15, 2027**.
- **February 1, 2027:** Final deadline for course cancellation and student withdrawals. If the minimum enrollment has dropped below ten (10) by the close of business on this date, the College will provide the Contractor with written notification the program has been cancelled for under-enrollment. If the program is cancelled, there is no financial penalty to the College or the College students and the Contractor will release the College and students from all financial liability. After this date, if students withdraw from the program, they will not receive a refund.
- **April 9, 2027:** Final 50% of program payments (\$3,040 per student) are due in full from the College.

Late Registrations

Contractor will make every effort to accommodate additional enrollments past the deadlines above. Although there are no financial penalties to the College for adding additional students, the parties agree there may be additional expenses incurred by adding late students. If students enroll in the program after the Contractor has invoiced the College for program fees, the Contractor will send a separate invoice to the College reflecting charges for the additional student(s). The College will consult the Contractor to determine the latest date possible to add students and any additional expenses associated with late enrollments.

Cultural Activities and Excursions

As a complement to the program academics in Berlin, Warsaw, and Krakow, the College students and Faculty Director will broaden their understanding of Berlin, Warsaw, and Krakow through their participation in cultural activities and tentatively planned excursions as listed below. Contractor will arrange group transportation and entry fees for students and Faculty Director during all program activities and excursions.

Tentative Program Itinerary

The following itinerary is tentative for planning purposes only. Approximately four to six (4-6) weeks prior to departure, a final itinerary will be approved by the College's Faculty Director and staff and confirmed by Contractor; once approved, the itinerary may not be altered. Should unforeseen circumstances compromise the approved itinerary, the Contractor will collaborate closely with the College's Faculty Director to propose appropriate alternatives.

Berlin, Warsaw, & Krakow

May 24, 2027—June 4, 2027

Monday, May 24

- **Depart Omaha**

Tuesday, May 25

- **Arrive Berlin**
- **Visit Alexanderplatz**
- **Visit Checkpoint Charlie**
- **Visit the Brandenburg Gate**
- **Visit the Memorial to the Murdered Jews of Europe**
- **View the Reichstag Building**
- **3-course dinner at a local restaurant**

Wednesday, May 26

- **Visit the Old Jewish Quarter & Morning Tour**
- **Entrance to the New Synagogue (Oranienburger Strasse) & Centrum Judaicum**
- **Visit the Jewish Museum Berlin**

Thursday, May 27

- **Visit the Topography of Terror Documentation Center**
- **Visit the Museum House at Checkpoint Charlie**

Friday, May 28

- **Depart Berlin**
- **Arrive Warsaw**

Saturday, May 29

- **Visit the POLIN, Museum of the History of Polish Jews (with audioguide)**
- **Ghetto Walking Tour that includes:**
 - **Visit the Ghetto Heroes Monument**
 - **Visit the Umschlagplatz Monument**

Sunday, May 30

- **Visit the Warsaw Zoo**

Monday, May 31

- **Full Day Excursion to Treblinka**

Tuesday, June 1

- **Depart Warsaw**
- **Arrive Krakow**
- **Visit the Wieliczka Salt Mine**

Wednesday, June 2

- **Full Day Excursion to Auschwitz-Birkenau (including a guided tour)**

Thursday, June 3

- **Visit the Oskar Schindler Enamel Factory**
- **Visit the Galicia Jewish Museum**
- **3-course dinner at a local restaurant**

Friday, June 4

- **Depart Krakow**
- **Arrive Omaha**

Trip Cost: \$6,081.00

Cost includes: round trip air from Omaha to Berlin and Krakow to Omaha, all hotels (double occupancy; single supplement \$1,015.00), two meals, all transfers, entrance fees, guiding and gratuities.

Cost adjustments: If 15 students enroll, the price will be reduced to \$5,799.00 per student; if 20 students enroll the price will be reduced to \$5,421.00 per student

Not included: all beverages, all non-specified meals, extra baggage fees.

Student Accommodations

Throughout the program, students will be housed in hotels. There will be two students per hotel room. If there is an odd number of students, then a triple will be provided (subject to availability).

Faculty Director Accommodations and Support

The College's Faculty Director will be housed in the same hotels as the students for the duration of the program. Costs for the Faculty Director are included in the 10-minimum students. If fifteen (15) students enroll in the trip, there will be an additional faculty member included in the trip at no cost.

On-Site Orientation

Upon arrival in Berlin the Contractor will conduct a program orientation to address:

- Cultural adjustment
- Health and safety procedures
- Housing
- Program itinerary and upcoming cultural activities
- Acquiring cell phones in Berlin, Warsaw, and Krakow

During the orientation meeting, each student and Faculty Director is also provided with an emergency contact card upon arrival, which includes the Contractor's contact information.