Board of Trustees of the Nebraska State Colleges

Meeting Date**: November 12, 2026**

Agenda Item: **2.5**

ITEMS FOR DISCUSSION AND ACTION:

Committee: **Academic & Personnel Committee**

Action Item: **AIFS Contract - WSC**

Wayne State College seeks Board approval of a contract with the American Institute for Foreign Study (AIFS) to provide a faculty-led study abroad program in Ireland during May-June 2027. This initiative represents the College's first group study abroad opportunity since the COVID-19 pandemic. Under the agreement, Wayne State College will appoint a faculty director to accompany and oversee the program and will enroll a minimum of eight students by the established deadline. AIFS will provide comprehensive program administration and student support services, including pre-departure preparation, health and safety assistance, airport transfers, accommodations, meals, in-country support, a three-credit academic course, and cultural and educational excursions.

The System Office recommends approval of the AIFS Contract for Wayne State College.

ATTACHMENTS:

- WSC-AIFS Contract Limerick Summer 2027

Note: Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements.

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 Wayne State College (the "College"), and the American Institute for Foreign Study, a Corporation (the "Contractor").

The Contractor and the College agree as follows:

1. Effective Date. This Contract shall be in effect from November 13, 2026 to June 22, 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 providing the Contractor's 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 no later than April 13, 2027;
   - Comply with FERPA regulations;
   - Be available 24 hours a day from the time the group arrives in Limerick on May 26, 2027, until the time the group departs Limerick and returns to the United States, 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 locations to receive medication attention have been provided in advance);
   - Assist the College Faculty Director(s) (see below) in making arrangements for medical evacuation, finding alternative 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 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 serve as the primary contact to Contractor and will provide the relevant College policies to the Contractor.
   - Process financial aid applications for students;
   - Issue program payment to Contractor in accordance with **Appendix A**;

- Provide one (1) faculty member to accompany the group and serve as the College Faculty Director, provided at least eight (8) College students enroll in the program and pay required fees by established deadlines.
- Pay all salary and benefits to the appropriate College 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 **Appendix A**.

   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 with a fifty-one-million dollar ($51,000,000) umbrella. 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 rights 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. 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.

12. 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.

13. 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.

14. Designated College Representative. The designated College representative for purposes of monitoring and oversight of this Contract is: Leigh Scruggs at 402-375-7011 or lescrug1@wsc.edu.

15. 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.

16. Signatures.

Contractor	**College**	**System Office**
Tracy Dicks Senior Vice President AIFS	Angela Fredrickson VP Administration & Finance Wayne State College	Paul Turman Chancellor Nebraska State Colleges
_____ Signature	_____ Signature	_____ Signature
_____ Date	_____ Date	_____ Date

Appendix A

Wayne State College
University of Limerick Summer School

May–June 2027

PROGRAM OVERVIEW

Arrive Limerick: Wednesday, May 26, 2027
Depart Limerick: Wednesday, June 16, 2027

The Standard Summer 2027 fee for the University of Limerick program is $6,990.

Should Wayne State College enroll 10 or more students the fee would be $6,290 per student.

Should Wayne State College enroll 8 or more students with 1 accompanying faculty member the fee would be $6,990 per student and AIFS Abroad would include housing in a hotel or studio apartment for the faculty for the duration of the program, access to a classroom to teach the Wayne State College group if required and participation on the program excursions.

These fees are guaranteed not to change as a result of fluctuations in the $ exchange rate. AIFS will charge a $35 returned check fee on each check returned by the bank for insufficient funds.

Student applications will be due by **March 1, 2027,** deposits due by **March 21, 2027** and students would pay AIFS Abroad the balance of fees by **April 1, 2027.**

An online admissions and application process is available including registration and submission of required participant materials via the AIFS Abroad online portal.

AIFS Abroad will work with Wayne State College to coordinate the application process to suit both parties.

PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

Pre-departure Support Services

- Customized admissions and application process available including on-line registration and submission of required participant materials.
- Pre-departure information services and a toll-free contact number in the U.S.
- Pre-departure orientation materials including access to the program portal and on-line materials.

Health and Safety Support

- On-site orientation with local staff to provide advice and guidance on general and culturally relevant topics such as safety, incident response procedures and contact information for local emergency services (police, ambulance, fire service, hospitals, U.S. Embassy, etc.)
- 24/7 AIFS emergency service with both local number to reach on-site staff and toll-free number in the U.S.
- Student medical insurance policy, as outlined in the AIFS insurance brochure. (See attached)
    - Each student on the program will be enrolled in the CISI insurance plan and global app. Students have access to the ‘My CISI’ website where they can locate

their ID card, policy document, search for a doctor (if traveling away from the program site), access personal security information and a copy of the claim form. The CISI app also includes resources such as the location of U.S. Embassies and consulates around the world, individual country profiles, CDC vaccine advice and U.S. State Department advice.
    - A check-in facility is also part of the CISI app allowing students to mark themselves as "safe" during an incident or requesting assistance should they need it while traveling independently.

Inbound Airport Transfer, Accommodation and Meals

- Inbound airport transfer between the airport in Shannon and the student housing on the scheduled arrival date.
- Accommodation: Single room in an 8-bed townhouse on campus with fully equipped kitchens and shared living spaces with internet access. On-site reception, security and laundromat.
- Meals: continental breakfast daily and 2 meal vouchers Monday through Friday to purchase lunch and dinner on campus. Three dinner receptions are included in the program including a welcome meal and farewell barbeque.

In-Country Student Support

- An orientation program in Limerick consisting of a meeting with experienced AIFS staff, covering topics such as general acclimation to Limerick / Ireland, safety and security issues, cultural differences, travel, money and cultural activities.
- Local area walking tour covering housing and classroom location and local amenities.
- University of Limerick orientation and tour.
- The services of the AIFS Abroad Limerick Director to ensure the smooth running of the program, providing information and advice to students, organizing excursions and supervising housing.
- 24-hour on-call service in Limerick for the duration of the program.

Academic Program

- One 3-credit course from a choice within the following areas:
    - Healthcare
      NM4001 Developing Self as a Healthcare Practitioner
    - Irish Studies
      CU4023 Taking Action: Campaigning for Social Justice
      TE4003 Terrorism, Crime and Justice
      HU5000 Irish Life and Literature
      HU5043 Modern Irish Theatre
    - Sports Management and Performance
      SS4163 Sports Management and Performance

- *Course syllabi have been provided to Wayne State College. Course texts will be announced 1 month before the program starts and can be borrowed from the UL Library rather than purchased if preferred*.
- Academic visits and guest speakers related to the courses.
- Official University of Limerick transcript

Cultural Activities and Excursions

- Walking tours and museum visits
- Traditional Irish Music
- Sports events
- Visits to historical sites such as Lough Gur and Foyne Flying Boat Museum
- Excursions including:
    - Dublin
    - Lahinch and The Burren
    - Limerick City and Bunratty Castle & Folk Park
    - The Aran Islands
    - The Ring of Kerry

Faculty Participation

Should Wayne State College wish to send an accompanying faculty member on the University of Limerick program AIFS Abroad would provide the following components:

- Accommodation in a hotel or self catering studio apartment
- A classroom
- Participation on the social and cultural events listed

Faculty participation would be included on a minimum enrolment of 8 Wayne State College students or more.

WHAT'S NOT INCLUDED?

The student fee does not include the following items:

- Round-trip airfare which can be added as an optional component
- Passport or visa fees if applicable
- Personal expenses
- Textbooks
- Additional field trips and excursions to those listed
- Anything not specified

Optional Components

Optional Transportation Package: A transportation package from a choice of 25 U.S. cities is available for an additional fee. *See the AIFS website or speak to your U.S. Program Manager for departure city options and fees.*

Program Application Procedure and Billing
We recommend the promotion of and initial receipt of deposits for this program as early as possible. The following dates apply to this program:

- **Application deadline: Monday, March 1, 2027**
  Students will pay the program deposit of $500 by Monday, March 1, 2027. Penalties may apply to changed program bookings from this date. AIFS can accept applications after this date on a space available basis.
- **Final payment deadline: Thursday, April 1, 2027**
  Confirmation of numbers and full payment date. AIFS reserves the right to withdraw students who are not fully paid in full by the final payment date.

AIFS offers an online application. Wayne State College will be given the online application link that they can post on their own webpages or distribute to selected students. Once the students have started their application Wayne State College will be able to view them on the AIFS coordinators portal and must accept or decline the application. If accepted AIFS will then email the student important documents, explain the next steps and send them access to the student portal.

There are also a variety of forms that need to be completed for the application to be finalized. On the portal, each student will have a "Task List" and as they complete each step that item will be crossed off. Required items include, but are not limited to, passport copy, agreement and release form, digital photo, flight details (if not on an AIFS flight). AIFS program staff will also use the portal to post important program information such as insurance details, flight itineraries, pre-departure handbooks, program brochures, etc.

Refund & Withdrawal Policy
If an individual student withdraws there will be a refund processed according to the following schedule:

- **Withdrawal on or before: Monday, March 1, 2027**
  All fees paid less a $150 processing fee.
- **Withdrawal after: Monday, March 1, 2027 but on or before Thursday, April 1, 2027**
  All fees paid less any non-refundable deposits paid by AIFS on the student's behalf
- **Withdrawal after: Thursday, April 1, 2027**
  No refund and the total program fee is due
- **Withdrawal once the program has begun**
  No refund

Please note that any student who is academically withdrawn by their home institution after their application has been processed by AIFS is subject to the standard refund policy.