

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

## CONTRACT FOR SERVICES

(Short 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 \_\_\_\_\_, a \_\_\_\_\_, (the "Contractor")

The parties agree that the Contractor will perform the following work for the College as described herein in exchange for the financial consideration set forth below.

Note: 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.

### **Contract Terms.**

#### *Description of Services*

\_\_\_\_\_

#### *Payment Amount*

\_\_\_\_\_

#### *Payment Terms*

(45) day due date with the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408, after submitted invoice is received.

#### *Dates for Service Commencement and Completion*

\_\_\_\_\_

### **New Employee Work Eligibility Status. One box below must be selected and marked.**

- Employee Work Eligibility Status. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, 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.
- The Contractor is an individual or sole proprietorship. The Contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at [http://das.nebraska.gov/lb403/attestation\\_form.pdf](http://das.nebraska.gov/lb403/attestation_form.pdf). If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the contract.*

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**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.

**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 in that

there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision 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.

**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.

**Technology Access.** All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at <http://nitc.ne.gov/standards/2-201.html>, and are incorporated into this contract as if fully set forth therein.

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

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

G/L: \_\_\_\_\_

Budget Code: \_\_\_\_\_

**Signatures:**

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

**COLLEGE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Interim VPAF  
\_\_\_\_\_  
Title

Dwayne Johnson  
\_\_\_\_\_  
Printed Name

**SYSTEM OFFICE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name