

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

SPECIAL MEETING (PUBLIC HEARING) AGENDA

August 23, 2018 – 5:00 p.m.

**Learning Community Center of North Omaha, 1612 N. 24th Street
Omaha, NE**

1. Call Meeting to Order
2. Public Notice and Compliance with Open Meetings Act
3. Roll Call
4. Public Hearing on Amendment to 2017-2018 Budget for the Learning Community of Douglas and Sarpy Counties
5. Public Comment on Presented Amended Budget
6. Next Council Meeting – August 23, 2018, 6:00 p.m., Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE
7. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee -	To Be Determined
LC Coordinating Council -	August 23, 2018, 6:00 p.m. Learning Community Center of North Omaha, 1612 N. 24 th Street, Omaha, NE
Subcouncil #1 -	To Be Determined
Subcouncil #2 -	To Be Determined
Subcouncil #3 -	To Be Determined
Subcouncil #4 -	To Be Determined
Subcouncil #5 -	To Be Determined
Subcouncil #6 -	To Be Determined

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

SPECIAL MEETING (PUBLIC HEARING) AGENDA

August 23, 2018 – 5:15 p.m.

**Learning Community Center of North Omaha, 1612 N. 24th Street
Omaha, NE**

1. Call Meeting to Order
2. Public Notice and Compliance with Open Meetings Act
3. Roll Call
4. Public Hearing on the Proposed 2018-2019 Budget for the Learning Community of Douglas and Sarpy Counties
5. Public Hearing on the Property Tax Requirements for the Learning Community of Douglas and Sarpy Counties for the 2018-2019 Fiscal Year
6. Public Comment on Presented Budgets and Levies
7. Next Council Meeting – August 23, 2018, 6:00 p.m., Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE
8. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee -	To Be Determined
LC Coordinating Council -	August 23, 2018, 6:00 p.m. Learning Community Center of North Omaha, 1612 N. 24 th Street, Omaha, NE
Subcouncil #1 -	To Be Determined
Subcouncil #2 -	To Be Determined
Subcouncil #3 -	To Be Determined
Subcouncil #4 -	To Be Determined
Subcouncil #5 -	To Be Determined
Subcouncil #6 -	To Be Determined

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

AGENDA

August 23, 2018 – 6:00 p.m.

Learning Community Center of North Omaha, 1612 N. 24th Street
Omaha, NE

1. Call Meeting to Order/Pledge of Allegiance
2. Public Notice and Compliance with Open Meetings Act
3. Roll Call
4. Approval of Council Minutes – August 9, 2018
5. Reports
 - a) Chair
 - b) Treasurer
 - c) Chief Executive Officer
 - d) Council Member / Achievement Subcouncil Reports
 - e) Legal Counsel
6. Public Comments
7. Superintendents' Plan for Early Childhood Education Update
8. Learning Community Center of South Omaha Update – Renee Franklin
 - a) Upon recommendation of the Executive Committee, motion to renew contract with Lutheran Family Services of Nebraska at Learning Community Center of South Omaha, for family liaison services, as set forth in the document entitled Service Provider Agreement, and appropriate up to \$96,233.00 from the Learning Community Center of South Omaha Elementary Learning Center Fund Budget for FY 2018/2019. Approval is contingent upon Council approval of authorization of the elementary levy and the 2018/2019 fiscal year budget for the Learning Community. Subcouncil 5 met June 20, 2018 and was unable to come to a consensus. This motion shall serve as a recommendation to the full Council.

9. Learning Community Center of North Omaha Update – Renee Franklin /Jamalia Parker

- a) Upon recommendation of the Subcouncil 2, motion to renew contract with Lutheran Family Services of Nebraska at Learning Community Center of North Omaha, for family liaison services, as set forth in the document entitled Service Provider Agreement, and appropriate up to \$203,882.00 from the Learning Community Center of North Omaha Elementary Learning Center Fund Budget for FY 2018/2019. Approval is contingent upon Council approval of authorization of the elementary levy and the 2018/2019 fiscal year budget for the Learning Community.

10. Subcommittee Reports

a) Elementary Learning & Diversity Subcommittee

b) Budget, Finance & Audit Subcommittee

i. **Action Items:** 2018-2019 Budget

1. Upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the General Fund Budget for the 2018-2019 fiscal year in the amount of \$583,540, calling for a total property tax requirement of \$0.
2. Upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the Capital Projects Fund Budget for the 2018-2019 fiscal year in the amount of \$803,000, calling for a property tax requirement of \$740,289, plus a 1% County Treasurer Collection Fee of \$7,478, for a total property tax requirement of \$747,767.
3. Upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the Elementary Learning Center Fund Budget for the 2018-2019 fiscal year in the amount of \$8,051,521, calling for a property tax requirement of \$8,883,469 plus a 1% County Treasurer Collection Fee of \$89,732 for a total property tax requirement of \$8,973,201.
4. Upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the Research & Evaluation Fund Budget for the 2018-2019 fiscal year in the amount of \$1,031,641, calling for a total property tax requirement of \$0.

ii. **Action Item:** 2018 Tax Year Levy Resolutions

Upon recommendation of the Budget, Finance & Audit Subcommittee, I move adoption of the following resolutions:

WHEREAS, Nebraska Revised Statute § 77-1601.02 provides that the property tax requests for the prior year shall be the property tax requests of the Learning Community of Douglas and Sarpy Counties for the current year for purposes of the levy set by the County Board of Equalization unless the Coordinating Council passes by majority vote a resolution setting the tax requests at a different amount; and

WHEREAS, a special public hearing was held on August 23, 2018 as required by law to receive and consider public comments regarding the proposed property tax requests of the Learning Community, notice of the special public hearing having been given in accordance with Nebraska Revised Statute § 77-1601.02.

BE IT RESOLVED that the Coordinating Council of the Learning Community of Douglas and Sarpy Counties hereby alters its Capital Projects Levy property tax request for the 2018-2019 fiscal year from a tax request of \$705,617 to a tax request of \$747,767 resulting in a tax rate of 0.001250; and

BE IT RESOLVED that the Coordinating Council of the Learning Community of Douglas and Sarpy Counties hereby alters its Elementary Learning Centers Levy property tax request for the 2018-2019 fiscal year from a tax request of \$8,467,409 to a tax request of \$8,973,201 resulting in a tax rate of 0.015000.

BE IT FURTHER RESOLVED that a copy of this Resolution be certified and forwarded to the Douglas County Clerk on or before September 1, 2018.

c) Legislative Subcommittee

11. New Business

- a) Discuss Carroll Communications Contract
- b) Discuss Kent Rogert's Contract
- c) Motion to approve LC Foundation Articles and Bylaws

12. Unfinished Business

13. Next Council Meeting –

- October 18, 2018, Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

14. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee	To Be Determined
LC Coordinating Council	October 18, 2018, 6:00 p.m. Learning Community Center of North Omaha, 1612 N. 24 th Street, Omaha, NE
Subcouncil #1	To Be Determined
Subcouncil #2	To Be Determined
Subcouncil #3	To Be Determined
Subcouncil #4	To Be Determined
Subcouncil #5	To Be Determined
Subcouncil #6	To Be Determined

HANDOUTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS:

- LCCC Minutes dated August 9, 2018
- Lutheran Family Services Recommendation and Contract for LCCSO
- Lutheran Family Services Recommendation and Contract for LCCNO
- Learning Community Projected Budget Summary 2018-2019

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

August 9, 2018

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held on August 9, 2018, at the Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, Nebraska 68110. Notice of the meeting, containing the date, time, place and agenda, was given in advance thereof by publication in the Daily Record on August 1, 2018. The proofs of publication have been received and will be made a permanent part of the record of the meeting. Notice of the agenda was given to all members of the Council on August 7, 2018.

1. **Call Meeting to Order.** The meeting was convened and called to order by Chair Chang at 6:00 p.m. and began with the recitation of the Pledge of Allegiance.
2. **Public Notice & Compliance with Open Meetings Act.** Chair Chang announced that the Nebraska Open Meetings Act was posted at the room entrance and that copies of materials being reviewed by the Council were available to the public.

3. **Roll Call.**

Voting Members Present: Anderson, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Ward, Williams, Woodward, Chang

Voting Members Excused: Avery

Voting Members Absent:

Staff Present: Moon, Franklin, Benzel, Patton

Also Present: Margaret Hershiser, Koley Jessen P.C.; Matt Blomstedt, NDE; Jeanette Merkel, BECI; Martha Bruckner, MOEC

4. **Approval of Minutes.** Chair Chang presented the Council minutes from the June 21, 2018 public meeting of the Council. Motion by Mr. Hartnett, seconded by Mr. Hager, to approve the minutes of the Council meeting held on June 21, 2018. Yeas: Anderson, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**

5. **Reports**

- a) Chair - Chair Chang discussed progress with the Diversified Funding Task Force on the Learning Community Foundation formation. Articles and Bylaws will be voted on at the August 23, 2018 meeting.
- b) Treasurer
 - i. Motion by Ms. Hahn, seconded by Ms. Jacobson, to accept Treasurer's Report dated June 30, 2018. Discussion took place. Yeas: Anderson, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**
 - ii. Motion by Ms. Hahn, seconded by Mr. Hager, to accept Treasurer's Report dated July 31, 2018. Yeas: Anderson, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**

- c) Chief Executive Officer – Mr. Patton reported there was a positive response to the Community Report event on July 10, 2018. Mr. Patton discussed the meetings he had attended, the new website and upcoming conferences.
 - d) Council Member / Achievement Subcouncil Reports – Ms. Ward provided a report.
 - e) Legal Counsel – No Report
- 6. Public Comments – Public Comment was provided by Larry Sterer, 5015 Lafayette Avenue, Omaha, NE regarding the Superintendents' Plan, LFS, ELCSC, Budget, Legislative Committee and Be Kind.
 - 7. A Nebraska Student Centered Assessment System (NSCAS) presentation was provided by Matt Blomstedt. Discussion took place.
 - 8. A Superintendents' Plan for Early Childhood Education Update was provided at Jeanette Merkel regarding harnessing the power of language and communication to build on literacy success. Discussion took place.
 - 9. Learning Community Center of South Omaha Update – Ms. Franklin provided a report and discussed the Lutheran Family Services contract.
 - 10. Learning Community Center of North Omaha Update- Ms. Franklin provided a report and discussed the Lutheran Family Services contract.
 - 11. Subcommittee Reports

- a) Elementary Learning and Diversity Subcommittee – No Report
- b) Budget, Finance & Audit Subcommittee - A FY 2018-2019 Proposed Budget and Levies Informational Presentation was provided by David Moon. Discussion took place. Four handouts were provided.
- c) Legislative Subcommittee – No Report

12. New Business

- a) Motion by Mr. Hager, seconded by Ms. Hahn, to approve \$95,000.00 to fund the evaluation of MOEC's Community Impact Plan, a component of the CAP. This funding will come from core services dollars. One year approval is contingent upon Council approval of the 2018/2019 fiscal year budget for the Learning Community. Discussion took place. Yeas: Anderson, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**
- b) Motion by Ms. Jacobson, seconded by Ms. Kelley, to approve \$9,776.00 to Munroe Meyer Institute for the purpose of preparing the evaluation report of the CAP, as required to be submitted to NDE and the State Board of Education in December 2019. One year approval is contingent upon Council approval of the 2018/2019 fiscal year budget for the Learning Community. Discussion took place. Yeas: Anderson, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**
- c) Motion by Mr. Hager, seconded by Mr. Hartnett, to approve resolution in support of "BeKind" Day. Yeas: Anderson, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**

13. Unfinished Business – No Report
14. Next Council Meeting –
 - October 18, 2018, Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE
15. Adjournment – Meeting was adjourned with unanimous approval at 8:28 p.m.

Documents provided were as follows, copies of which will be made a permanent part of the record of the meeting:

- LCCC Minutes dated June 21, 2018
- Treasurer's Reports dated June 30, 2018 and July 31, 2018
- Learning Community Projected Budget 2018-2019
- MOEC Request for Financial Support
- CAP Evaluation Request and Budget Information
- "BeKind" Resolution

Nancy Jacobson, Secretary

MEMORANDUM

To: Members of the Learning Community Coordinating Council
From: Renee Franklin, Executive Director—Elementary Learning Centers
Date: August 2018
RE: Family Liaison Service for Learning Community Center of South Omaha

Requested Action: Renew Contract
Type of Contract: Cost Reimbursable
Existing Terms: September 2017-August 2018; \$173,072
Proposed Terms: September 2018-August 2019; \$ 96,233
Partner: Lutheran Family Services

Overview

Learning Community Family Liaisons reduce barriers to learning by providing services to address underlying issues affecting the family and child that impact the child's ability to learn. The Learning Community family liaison intervention was the first service designed by the Learning Community in 2010 to provide intense support to children and their families and has evolved to directly support the families who participate in the Learning Community Center of South Omaha. The stressors affecting both family and child may be wide-ranging and inclusive of financial, physiological, logistical or other factors.

Supporting Detail

The intent of the liaison service is to help families with short term problem solving, particularly in crisis situations. The time involved with problem solving for crisis situation varies and generally follows a 90 day time period with great flexibility on both sides of that timeframe. Liaisons keep the education navigators informed and once the crisis is resolved, navigators continue to develop and coordinate the educational service plans for parents and their young children. Family liaisons have years of experience in early childhood development, child welfare, special needs, domestic violence, mental health, substance abuse and community organizing. Cases average about 90 days with liaisons providing approximately 32 hours of service to each family.

Results

In previous evaluations, parents reported high levels of satisfaction with the program, parent stress levels declined significantly, the average attendance was 7 days or less and students gained skills in all the pre to post-test assessments from the fall to the spring. Family liaisons are currently working with more than 160 children and impacting more than 470 individuals from which we anticipate positive results in the upcoming report.

https://learningcommunityds.org/wp-content/uploads/2018/07/Annual_Report_2015-2016-1.pdf

https://learningcommunityds.org/wp-content/uploads/2018/07/Evaluation-Report-to-the-Education-Committee-2016_2017_Updated29Jan2018.pdf

Budget

The recommended contract amount for one year is \$96,223 which more closely aligns with the actual expenditures for the current fiscal year. All expenditures are cost reimbursable and the amount is represented in the Subcouncil 5 portion of the ELC budget. LFS is also contributing funds to the program.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

SERVICE PROVIDER AGREEMENT – Learning Community Center of South Omaha

THIS SERVICE PROVIDER AGREEMENT (“Agreement”) is entered into as of September 1, 2018 (“Effective Date”) by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Learning Community”), and Lutheran Family Services of Nebraska, Inc., a Nebraska nonprofit corporation (“Provider”).

RECITALS

WHEREAS, Learning Community has established Elementary Learning Centers (“ELCs”) as resource centers for enhancing the academic success of elementary students residing in the Learning Community who may confront a number of Issues which impact their academic success, including poverty, limited English skills, mobility, and health issues; and

WHEREAS, Learning Community has, since September 1, 2011, engaged Provider to provide family support liaisons, as part of its ELC programming, who serve and function in a variety of roles involving, at times, the elementary student, his or her family, the school and various resources available in the community at large;

WHEREAS, Learning Community wants to continue to engage Provider, and Provider is willing to continue to be so engaged by Learning Community, to conduct said family support liaison program for the benefit of elementary students residing in the Learning Community; and

WHEREAS, as of the Effective Date, Learning Community and Provider intend for this Agreement to supersede and replace all prior agreements or understandings between the parties regarding the subject matter addressed herein.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. The recitals and preparatory phrases set forth above are incorporated in full into this Agreement.

2. Scope of Services.

a. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby engages Provider, and Provider agrees to be engaged by Learning Community, to undertake and conduct the services and programs more specifically set forth in the Learning Community Family Liaison Service Program Description (“Program Description”) submitted to Learning Community, a copy of which is marked as Exhibit “A,” attached hereto, and by this reference specifically incorporated herein (the “Program”). The parties hereto further agree that Program shall be branded as a “Learning Community program in partnership with Lutheran Family Services.”

b. Provider shall conduct the Program, in part, by providing staffing to serve as family support liaisons (“Liaisons”) at those elementary schools and Learning Community centers as identified by Learning Community (the “Project”), which sites may

be modified from time to time during the Term upon the mutual agreement of Learning Community, acting through its Executive Director, Elementary Learning Centers ("ELC ED"), Provider, and the applicable school district, if any.

3. Performance Period. The term of this Agreement shall commence on the Effective Date and shall continue for a twelve (12) month period until August 31, 2019, unless earlier terminated as provided in this Agreement ("Program Term"). Notwithstanding the foregoing, neither party to this Agreement shall hold another responsible for damages or delays in performance caused by acts of nature, strikes, lockouts, accidents, or other events beyond the reasonable control of said party.

4. Payment & Billing. Subject to the terms and conditions set forth in this Agreement, during the Program Term, Provider shall be paid an amount not to exceed \$96,233.00 ("Term Amount"), by Learning Community for all services performed by Provider related to the Program in accordance with the Program budget submitted to Learning Community, a copy of which is marked as Exhibit "B," attached hereto, and by this reference specifically incorporated herein. Payment shall be made to Provider as follows:

a. During the Program Term, Learning Community shall pay \$8,018.42 per month for services performed by Provider directly related to the Program. Said payment shall be made by Learning Community on or before the twentieth (20th) day of the month to which such payment is to be applied. From said payments by Learning Community, Provider shall pay expenses directly related to the Program.

b. During the Program Term, Provider shall submit to Learning Community on or before the fifteenth (15th) day of each month, commencing on September 15, 2018, an itemized invoice for Program services provided during the immediately preceding month, which invoice shall set forth the aggregate staffing costs and an itemized listing of expenses actually incurred by Provider and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice.

c. Upon expiration of the Program Term, or earlier termination of the Program Term, as applicable, Learning Community shall, after review and approval of all invoices submitted by Provider pursuant to Section 4.b herein, pay to Provider the remaining balance due and owing to Provider, if any, pursuant to this Agreement after application of all payments made by Learning Community pursuant to Section 4.a towards the substantiated total expenses actually incurred by Provider during the Program Term or portion thereof; provided, however, that such payment amount shall be approved only to the extent the same will not result in the total amount of payments, including the payment to be made pursuant to this Section, to Provider exceeding the Term Amount. Said payment shall be made by Learning Community within 45 days after receipt of the invoice for the last month of the Program Term. If, upon expiration of the Program Term or earlier termination of the Program Term, as applicable, upon receipt and review of the invoice for the last month of the Program Term, Learning Community has, after application of all payments made pursuant to Section 4.a, made payments to Provider which exceed the total amount due and owing to Provider, Provider shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement.

d. The amount(s) to be paid by Learning Community as provided under this Section 4 shall constitute the entire consideration to be paid by Learning Community to Provider for the Program. Learning Community shall not be liable for any further costs, including, but not limited to, overhead, social security, pension, employment compensation, taxes, or any other expenses, incurred by Provider in the performance of the services related to the Program.

e. Provider shall be solely and exclusively responsible for any and all payments for services related to the Program. Except as set forth in Sections 4.a and 4.c, Learning Community shall not be responsible for any payment for services related to the Program. Provider acknowledges and agrees that Provider shall be solely responsible for the total amount of expenses actually incurred which exceed, if any, the Term Amount.

f. Learning Community funds may not be used by Provider to: (i) lobby or otherwise attempt to influence legislation; (ii) influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) distribute funds to any entity or individual, other than as permitted by this Agreement.

g. No Learning Community funds shall be paid by Provider to any Coordinating Council member or Learning Community employee, or any immediate family member thereof, for any purpose. For purposes of this Section 4.g, "immediate family member" is defined as a spouse, parent, sibling, child or stepchild of a Coordinating Council member or Learning Community employee.

h. Provider shall compensate all liaisons and other personnel engaged to provide services related to the Project at a level at least equal to the minimum amounts specifically identified on Exhibit "B".

i. Learning Community reserves the right to withhold or suspend any payment(s) to be made by Learning Community pursuant to this Agreement, or to require a total or partial refund of Learning Community funds, if, as determined by Learning Community in its sole discretion, such action is necessary: (i) because Provider has not complied with the terms and conditions of this Agreement and such noncompliance has not been cured within fifteen (15) days after written notice from Learning Community to Provider of such noncompliance; (ii) to protect the purpose and objectives of the Program or any other activities of Learning Community; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, Provider or the Program.

j. Provider expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the Effective Date which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) (as amended) may result in the termination of this Agreement by Learning Community upon ninety (90) days prior written notice in accordance with Section 8 hereof.

5. Warranties & Representations.

a. Provider hereby warrants and represents to Learning Community that:

i. The Program and use of Learning Community funds will comply with the terms of this Agreement, as well as all applicable laws, rules and regulations applicable to Provider and the Program.

ii. There is no fact known to Provider, its directors, officers, employees, representatives or agents which would materially affect the decision of Learning Community to enter into this Agreement which has not been disclosed to Learning Community.

iii. Provider shall at all times during the Program Term maintain the following types, forms and amounts of Insurance:

(1) Commercial General Liability Insurance providing coverage to Provider and naming Learning Community as Additional Insured on a primary and non-contributory basis, including completed operations, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 product and completed operations aggregate, and \$1,000,000 personal and advertising injury. Provider shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community;

(2) Sexual Abuse & Molestation coverage with a limit of not less than \$500,000 per occurrence and \$1,000,000 in the annual aggregate;

(3) Professional Liability Insurance with a limit of not less than \$1,000,000 per occurrence;

(4) Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per accident, which coverage shall apply to all owned, hired, and nonowned automobiles used by Provider, its employees, agents or representatives in conducting the Program;

(5) Workers' Compensation Insurance covering Provider and its employees for all costs, statutory benefits and liabilities under the Nebraska Workers' Compensation Act and similar laws for employees of Provider, and Employer's Liability Insurance with limits of not less than \$100,000 per accident, \$100,000 per person per disease, and \$500,000 per disease. Provider shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community; and

(6) Umbrella/Excess Insurance with limits of not less than \$1,000,000 per occurrence which shall provide liability coverage in excess of the specified Workers' Compensation/Employers Liability, Commercial General Liability and Auto Liability insurance policies.

Before commencing the Program at the elementary schools included in the

Project, Provider shall provide a standard ACORD Certificate of Insurance evidencing such types, forms and amounts of insurance stated above are in effect. It is the Provider's sole responsibility to provide Learning Community notice of the cancellation or non-renewal of any required insurance. Failure of Provider to maintain all such insurance or to provide Learning Community notice of any cancellation or non-renewal thereof shall not relieve Provider of its obligations under this Agreement.

Failure of Learning Community to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of Learning Community to identify a deficiency from evidence provided by Provider shall not be construed as a waiver of Provider's obligation to maintain such insurance.

By requiring insurance under this Agreement, Learning Community does not represent that the coverage and limits required are necessarily adequate to protect the Provider's interest in the Program. Such coverage and limits shall not be deemed or construed to be any limitation on the Provider's liabilities under any indemnification obligations provided to Learning Community under this Agreement.

iv. Provider will not use Learning Community funds to provide, facilitate or discuss religious instruction, doctrine, worship or belief, nor will the Program include or discuss such concepts. Provider agrees that it will not utilize facilities used exclusively for religious services for the Program.

v. Provider is responsible for administering and conducting the Program in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Program. Provider acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program and could result in Provider being required to return Learning Community funds to Learning Community.

b. Learning Community hereby warrants and represents to Provider that:

i. Learning Community will have sufficient funds to compensate Provider for the services to be provided by Provider hereunder during the Program Term. In the event that Learning Community becomes aware of any deficiency in its Elementary Learning Center Fund Budget equal to or exceeding ten (10) percent, or determines that it may not have funds sufficient to compensate Provider for services to be rendered during the Program Term, Learning Community will notify Provider thereof within five (5) days of such deficiency or determination.

ii. Learning Community shall at all times during the Program Term maintain Commercial General Liability insurance providing coverage to Learning Community and naming Provider as an Additional Insured on a primary and non-contributory basis, including completed operations, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 product and completed operations aggregate, and \$1,000,000 personal and advertising injury.

iii. Learning Community is not currently a party to any agreement, nor subject to any law, regulation, or other enactment, that would prohibit Learning Community from entering into this Agreement with Provider.

iv. Learning Community will reasonably cooperate with Provider and any school district which owns and operates elementary schools buildings included in the Project in order to facilitate Provider being provided with data and such other information as is necessary to meet Provider's obligations under Section 6 of this Agreement.

v. There is no fact known to Learning Community, its Coordinating Council members, officers, employees, representatives or agents which would materially affect the decision of Provider to enter into this Agreement which has not been disclosed to Provider.

6. Reporting. Provider shall collect and report to Learning Community specified demographic and evaluation data for the Program and each Program participant as more specifically set forth in this Section. All reports made by Provider pursuant to this Agreement shall comply with applicable federal and state law, including, but not limited to, the Federal Educational Rights Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA").

a. Provider shall prepare and submit to Learning Community a written Annual Performance Report ("APR") which shall include a detailed account of all Program expenditures and a narrative description of Program activities and accomplishments, including progress made on Program participant learning outcomes. The purposes of the APR are to (1) report on the amount of progress made toward meeting the attendance objective and Program goals, which objectives and goals shall be mutually established by the Provider and Learning Community in accordance with the Program Description, and (2) report quantitative and qualitative data that addresses the performance indicators for the Learning Community. The APR shall be submitted to the Learning Community on or before October 31, 2018. At the request of the Learning Community, Provider shall make a live presentation of the APR to the Learning Community Coordinating Council, Achievement Subcouncils for Subcouncil Districts Two and Five, and the Elementary Learning Center Task Force.

b. Provider shall prepare and submit to Learning Community monthly reports on liaison activity by school building, setting forth the following data: number of Program participants; number of assessments conducted; number of individualized service plans built; number of team meetings, which shall include family members; number of participants discharged from the Program; and, if such data is reported by the member school districts to Provider or is capable of observation by Liaisons, the school attendance record of Program participants during the immediately preceding quarter. Said monthly reports shall be submitted to the ELC ED within fifteen (15) days after the last day of the month for which such report is required. Learning Community may also require Provider to submit interim reports which shall provide a narrative description of Program objectives and accomplishments to date. Required interim reports shall be submitted to the ELC ED within fifteen (15) days after the close of the period for which such interim report is required.

c. Provider shall report to the Munroe-Meyer Institute for Genetics and Rehabilitation, University of Nebraska Medical Center, the third-party evaluator of the Program retained by Learning Community, or a qualified successor evaluator retained by Learning Community, the name, school building, grade, ethnicity, gender, and English language learner status of each Program participant during the Program Term.

d. The ELC ED shall, on behalf of and for Learning Community, have oversight of the Program and its implementation by Provider but not the day-to-day operations thereof, which shall be the sole responsibility of Provider. All reports and inquiries regarding the Program by either Provider or a member school district shall be submitted or directed to the ELC ED.

7. Obligations of Provider.

a. Provider shall, either prior to or concurrent with its execution of this Agreement, enter into a student data access agreement with any and all school districts which own and operate elementary schools buildings included in the Project, which agreement shall provide a means by which the liaisons can obtain, or be provided with, student-specific information from each such school district which will assist the liaisons in carrying out the Program. Learning Community acknowledges and agrees that the student information obtained by Provider pursuant to any such agreement will be subject to FERPA and, in accordance therewith, Provider may be required to withhold such information from Learning Community.

b. The ELC ED, as well as other designated representatives of Learning Community or applicable school district, will be permitted to conduct prearranged site visit(s) to the Program during the Program Term in order to evaluate the Program, the provision of services, and the administration and implementation of the Program. For purposes of this Section 7.b, such site visits shall be scheduled by the ELC ED, or other designated representatives of Learning Community or applicable school district, not less than 12 hours in advance.

c. Provider will collaborate with a third-party evaluator contracted by Learning Community to evaluate and analyze the Program, including the submission of specified demographic and Program data elements.

d. Absent express approval from Learning Community, funds provided by Learning Community pursuant to this Agreement shall be accounted for separately in the financial books and records of Provider. Provider shall be responsible for establishing and maintaining adequate financial records for the Program, which records shall include a systematic accounting of the receipt and disbursement of Learning Community funds. Provider shall retain original substantiating documents related to specific expenditures of Learning Community funds and shall make these records available for review by Learning Community, or its designated representatives, upon request. Provider shall keep all financial records with respect to this Program for at least four (4) years following the year during which the Program Term ended. Learning Community, or a designated representative thereof, reserves the right, upon prior written notice, to audit Provider's books and records relating to the expenditure of any funds provided by Learning Community related to the Program.

e. Each party hereto shall allow the other party to review and approve the text of any proposed publicity or external communication concerning the Program prior to its release, which approval shall not be unreasonably withheld. Each party hereto may include information regarding the Program, the logo or trademark of the other party, and any general information about the other party and its activities in any external communication of said party.

f. Subject to applicable law, Provider shall disseminate to Learning Community, other governmental entities designated by Learning Community, if any, and the general public, if so requested by Learning Community, pertinent information relating to the results, findings, or methods developed during the implementation and conduct of the Program.

g. During the term of this Agreement, Provider shall provide Learning Community with a non-exclusive, royalty-free license to reproduce, publish and use any documents, marketing materials, or other publications created by Provider in connection with the services provided under this Agreement ("Literature") provided that such Literature may not be disclosed to any third parties. The parties acknowledge and agree that the license granted hereunder shall terminate concurrent with any termination or expiration of this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that during the term of this Agreement, Provider and/or Learning Community, jointly and/or individually, may develop certain advancements, program materials, knowhow, procedures and modifications to the programs and services provided hereunder ("Program Developments"). Provider shall provide Learning Community a non-exclusive, irrevocable and royalty-free license to use Program Developments during and after the term of this Agreement.

h. Provider shall maintain, in full force and effect, all required governmental and professional licenses and credentials for itself, its facilities, employees, volunteers and all other persons engaged by Provider in conjunction with the Program.

i. If Provider must, for any reason, hire an individual as a Family Engagement Coordinator or Family Liaison during the Program Term (each, the "New Personnel"), Provider shall permit the ELC ED (or his or her designee) to participate in the interview process for the New Personnel. The identification, solicitation, interview and hiring of the New Personnel shall be the sole responsibility of Provider and shall be conducted in its sole discretion; provided, however, that Provider, prior to extending an offer of employment to the New Personnel, shall provide the ELC ED with not less than seven (7) days' notice of the proposed New Personnel, during which time the ELC ED may, at his or her sole discretion and on behalf of Learning Community, decline to consent to the individual serving as a Family Engagement Coordinator or Family Liaison, as applicable. If the ELC ED declines to consent to the proposed New Personnel, Provider shall identify another individual to serve in said capacity and provide the ELC ED with not less than seven (7) days' notice thereof, during which time the ELC ED may again, at its sole discretion, decline to consent to said individual serving as a Program Director or Liaison, as applicable. If the ELC ED does not decline to consent to the proposed New Personnel within the seven (7) day period, he or she shall have waived the right of Learning Community to do so and Provider may hire the proposed New Personnel.

j. Provider shall maintain, in full force and effect, all required governmental and professional licenses and credentials for itself, its facilities, employees, volunteers and all other persons engaged by Provider in conjunction with the Program.

k. Provider shall conduct a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check on all officers, employees and volunteers of Provider involved with the Program who will, or may, directly interact with children. Provider shall update the results of said background checks at least annually during the Program Term; provided, however, that, Provider shall conduct additional updates of said background checks for those officers, employees and volunteers who are present in a school building of a member school district of Learning Community as said member school district shall require. Any officer, employee or volunteer of Provider who does not pass all background checks required by this Section 7.k. shall be immediately prohibited by Provider from involvement with the Program. If Provider utilizes any contracted provider of Program services, Provider shall require, via contract with such contracted provider, that such third party conducts all background checks described hereinabove on all officers, employees and volunteers of said contracted provider involved with the Program who will, or may, directly or indirectly, interact with children. Neither Provider nor, if applicable, any contracted provider, shall knowingly permit the involvement with the Program of any officer, employee or volunteer of said entity who does not pass all background checks. Provider shall notify the ELC ED within twenty-four (24) hours of determining that an officer, employee or volunteer involved with the Program, or being informed that an officer, employee or volunteer of a contracted provider, has not passed a check required by this Section 7.k.

l. Provider shall develop and implement policies and procedures to prevent individuals who are not officers, employees or volunteers directly involved with the Program from having access to children who are participants in the Program. Provider shall provide Learning Community with a copy of such policies and procedures annually and whenever such policies and procedures are amended, revised, modified or rescinded. Provider shall notify Learning Community within twenty-four (24) hours of determining that a violation of this Section 7.l. has occurred.

m. Provider shall provide written notice to Learning Community within five (5) days of the occurrence during the Program Term of significant changes or events which could potentially impact the Program or the performance of Provider pursuant to this Agreement, including, but not limited to, the following:

i. changes in the management personnel of Provider, which is defined for purposes of this subsection as the Executive Team, Director of Children Services, and Program Director;

ii. a loss of funding equal to or exceeding ten percent (10%) of the current annual operating budget of Provider; or

iii. the bankruptcy, dissolution or receivership of Provider.

n. Provider shall secure additional funding in the amount of ten percent (10%) of the Program Cost to defray a portion of the costs and expenses associated with the Program. This extra funding secured by Provider shall be in addition to in-kind services provided by Provider in accordance with Exhibit B.

8. Termination. This Agreement may be terminated prior to the expiration of the Program Term by mutual agreement of the parties or unilaterally by either party, with or without cause, by giving ninety (90) days advance written notice to the other party of its election to terminate. In addition to the foregoing, this Agreement may be terminated by Learning Community or Provider if it reasonably determines that the other party is in breach or violation of this Agreement and, after delivery of written notice to the other party setting forth said violation or breach, the other party does not cure said violation or breach within thirty (30) days after said notice is provided, which termination shall be effective upon written notice of termination to the party in breach or violation.

9. Independent Contractor. Nothing contained in this Agreement, including, but not limited to, the period of consent provided for in Section 7.i above, shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, it being understood and agreed that no provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of independent contractors. No party to this Agreement shall have authority to bind another party to this Agreement.

10. Indemnification. Provider covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents and employees, and their successors and assigns, individually and collectively, (collectively, the "Learning Community Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of Provider, its employees or agents in conducting the Program as specified in this Agreement and Provider further agrees to pay all expenses in defending against any claims made against the Learning Community Indemnified Parties; provided, however, that Provider shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Learning Community Indemnified Parties.

Learning Community covenants and agrees to indemnify and hold harmless Provider, its members, directors, officers, consultants, agents and employees, and their successors and assigns, individually or collectively, (collectively, the "Provider Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of Learning Community, its employees or agents with regard to the Program and Learning Community further agrees to pay all expenses in defending against any claims made against the Provider Indemnified Parties; provided, however, that Learning Community shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Provider Indemnified Parties.

11. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Learning Community: David J. Patton, Chief Executive Officer
Learning Community of Douglas and Sarpy Counties
1612 N. 24th Street
Omaha, Nebraska 68110

If to Provider:

Stacy Martin, President & Chief Executive Officer
Lutheran Family Services of Nebraska, Inc.
124 South 24th Street; Suite 230
Omaha, Nebraska 68102

or to such other address as any party hereto may from time to time give notice of to the other parties in the above manner.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

13. Compliance with Laws. The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Program, including, but not limited to, the Federal Educational Rights Privacy Act (FERPA), the Health Insurance Portability and Accountability Act, Public Law No. 104-191 (HIPM), and Neb. Rev. Stat. § 84-712 to 84-712.09.

14. Non-Discrimination. The parties hereto shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, religion, sex, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status.

15. Citizenship Verification. Provider agrees and acknowledges that it 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.

16. Assignment. This Agreement may not be assigned or transferred by Provider without the prior written consent of the Learning Community, which consent may be granted by the Learning Community in its sole discretion.

17. Ownership of Materials. All original documents, illustrations, charts, graphs, maps, reproducible drawings, reports and other materials developed by Learning Community as a result of the performance of its services under this Agreement shall remain the exclusive property of the Learning Community and no contents of any such materials or documents shall be released except upon the express prior written consent of the Learning Community, which consent may be granted by the Learning Community in its sole discretion.

18. Ownership of Equipment. In the event that funds are allocated to Provider to purchase equipment, as identified and set forth in the Program budget, Learning Community authorizes Provider to order the equipment specifically identified and set forth in the Program budget on behalf of the Learning Community. Provider expressly acknowledges and agrees that, notwithstanding the inclusion of said equipment in the approved Program budget, Learning Community shall be deemed to have ownership of all equipment purchased with Learning Community funds and Provider affirmatively acknowledges and agrees that it shall have no right, title or interest in or to any and all equipment purchased with Learning Community funds and specifically disclaims any and all such interests. At the expiration of the Program Term, or, when earlier terminated pursuant to this Agreement, such equipment shall revert to Learning Community and Provider hereby agrees and acknowledges that it shall deliver possession thereof to Learning Community and shall execute any and all documents necessary to convey title to said equipment to Learning Community.

19. Severability. Should any part hereof or any sections of this Agreement be rendered or declared illegal, invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby.

20. Waiver. The waiver by any party of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

21. Entire Agreement. Except as otherwise provided in this Agreement together with the recitals, as well as any exhibits, attachments, or schedules to an exhibit hereof, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes and revokes any and all prior or existing agreements, written or oral, relating to the subject matter hereof, and this Agreement shall be solely determinative of the subject matter hereof.

22. Amendment. This Agreement may only be amended or modified by written agreement of all parties hereto. The parties hereto agree that Program changes, amendments or addendums to this Agreement that are non-budget impacting may be approved on behalf of Learning Community by the Chief Executive Officer of the Learning Community.

IN WITNESS WHEREOF, the parties hereto execute this Agreement effective as of the Effective Date.

LEARNING COMMUNITY OF DOUGLAS AND
SARPY COUNTIES, a Nebraska political
subdivision

By: _____
David J. Patton, Chief Executive Officer

Date: _____

LUTHERAN FAMILY SERVICES OF NEBRASKA,
INC., a Nebraska nonprofit corporation

By: _____
Stacy Martin, President & Chief Executive
Officer

Date: _____

EXHIBIT A

LEARNING COMMUNITY CENTER OF SOUTH OMAHA LIAISON SERVICE

BACKGROUND

The Learning Community Center of South Omaha seeks to support students and families to enhance opportunities for student success in the Omaha Public School boundaries of Subcouncil 5. The Learning Community Family Liaison service was established to reduce barriers to learning by providing services to address underlying issues affecting the family that impact the child's ability to learn. Lutheran Family Services of Nebraska is working in partnership with the Learning Community Center of South Omaha to meet the needs of families.

The intent of the service is to help families with short term problem solving. Problem solving will vary and will generally follow a 90 day time period with great flexibility on both sides of that timeline. Once the problem is stabilized, liaisons will 'pass back' the family to LCCSO Navigators. Navigators can also 'pass back' to liaisons at any time should a new/reoccurring problem surface.

Learning Community Family Liaisons (LCFL) are responsible for the development and implementation of all program services as outlined in the position description (Attachment A). The LCFL is primarily responsible for providing direct services for the student and family and keeping the LCCSO Center Leadership and Navigators informed of progress.

REFERRAL PROCESS

The common referral entry point and point for coordination with the Learning Community South Omaha is the assigned Education Navigator and the Program Manager. The LCCSO Staff will identify the families in need of Family Liaison services and if possible, will complete the FL referral and obtain parent consent. The referral form and consent can also be signed as "verbal" with written consent obtained upon first contact with the FL. LCCSO Staff will send the referral to the Family Liaison Coordinator and/or the North Omaha Center Program Manager. Upon receipt of the referral, the FL will make contact with the family and obtain consent if not previously done.

The FL will complete weekly updates that will be submitted to the LCCSO Program Manager and shared with the Navigators. After intake, the assessment process will assist in the development and implementation of an integrative, family centered and individualized service plan. The assessments used by the LCFL include: Strengths and Difficulties Questionnaire (SDQ), Trauma Symptom Checklist for Young Children (TSCYC) and the 40 Developmental Asset Checklist. The service plan will be developed to identify service domains and address needs using clearly identified specific, measurable, accountable, relevant and timely (S.M.A.R.T.) goals.



SERVICE DELIVERY

The liaisons empower the parents to make decisions and take action on behalf of their families. Perhaps most importantly, they cultivate a positive working relationship with the families to promote honesty, openness, and commitment to their children, their school, and the FL program. Another important aspect of the Family Liaison program is its emphasis on the role of natural and formal supports to help the family become self-sufficient. The wraparound supports, including LCCSO staff, school staff, family members, and community supports, are intricately involved throughout the process and are imperative to the success of the student and family.

The family's progress toward service plan goals and adjustments should be made as necessary before the family is considered to no longer need family liaison services. These services include addressing the complex needs of family issues through direct care, home visits and case management. The service plan is the vehicle for coordination with any existing center or school goals. The plan will describe family and parental engagement and any services that are focused at a family level with the intent of addressing the student needs. The plan is intended to document the risk factors or the barriers to academic success that initiated the referral and those findings that drive the recommended services to address the need.

ATTACHMENT A

LEARNING COMMUNITY FAMILY LIAISON POSITION-SOUTH OMAHA

Job Description

GENERAL DESCRIPTION

Work directly as part of an innovative collaboration with the Learning Community and other key partners to provide outreach and connections to appropriate services for those targeted students and families facing challenges and barriers to school success. Barriers which may include issues related to: social, emotional and behavioral needs; family needs and supports; and health and wellness. The Learning Community Family Liaison (LCFL) will provide authentic guidance and support in the connection to, and navigation of, community and educational services available (both inside and outside of the Centers) that meet each child's and/or family's needs.

The Liaison's primary role will be direct services for the student and family which may occur in homes, centers and schools.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Case Management and Service Delivery

- Support the mission of the Learning Community Center to which the liaison is assigned.
- Serve as a liaison between the child, family members, Center/school staff and community resources.
- Lead and coordinate the delivery of evidence-based services based on best practice and risk factor research.
- Monitor a systematic process to seek feedback and provide regular progress updates to students, family members, Center/school staff and collaborating agencies.
- Monitor and regularly adjust services as needed to maximize effectiveness and impact.
- Provide transportation to families as needed to assist in achieving identified goals.
- Serve as an advocate for families.
- Research and provide referrals to community resources to assist families in gaining access to a network of services that will assist in problem solving.

Community / School Relations

- Cultivate trusting relationships between LCCSO Staff, families, and community partners.
- Create partnerships to ensure priority access for alcohol; drug and mental health services and/or other human services available on a sliding scale.
- Implement a process for vetting and recommending services partners as needed.

Reporting, Evaluation and Record Keeping

- Participate in the evaluation of the effectiveness of services as measured by achievement of individualized goals.
- Implement a systematic data collection plan to evaluate the effectiveness of services in addressing the needs of students and families.
- Maintain accurate records of all LCFL activities and complete all expected reporting and evaluation expectations as defined by the Learning Community.

Professional Growth and Development

- Participate as a member of the Center and school teams in all professional development pertinent to the role of the LCFL.

Professionalism, Confidentiality and Interpersonal Relationships

- Respond timely to voice mail and email.
- Keep and guard all names, information and other related business confidential.
- Ensure that all record security procedures are followed.
- Work to build a positive productive relationship with all staff, students, families and community members.
- Seek needed guidance in creating a plan for work/life balance.

Other duties within the scope of the employee's skills and abilities, as assigned

QUALIFICATIONS

Prefer experience in working with early childhood and school-age children, effective written and verbal communication skills and familiarity with local health and human service agencies. A LCFL must possess the knowledge, skills and personal attributes needed by professionals to support the critical features of positive youth development settings.

These core competencies are as follows:

- Understand and apply basic child and family development principles.
- Communicate and develop positive relationships with youth and families.
- Facilitate age-appropriate activities and groups.
- Respect and honor cultural and human diversity; set a strong example of integrity, dedication, transparency and fairness.
- Involve and empower youth and families.
- Identify potential risk factors (in a program environment) and take measures to reduce them.
- Care about, involve and work with families and community.
- Work as part of a team and demonstrate professionalism.
- Demonstrate the attributes and qualities of a positive role model.
- Interact with and relate to youth and families in ways that support asset building.
- Well-versed in the principles of early childhood and youth development

Qualified individuals must also be:

- Sensitive to and appreciate the points of view of personnel within the Centers, schools, other agencies/ organizations including a keen awareness of their needs and how to build collaborative partnerships
- Flexible in a work environment often filled with ambiguous situations
- Able to manage time, paperwork, and people effectively
- Creative/innovative
- Self-directed
- Able to provide a driver's license, current proof of car registration and automobile insurance

EDUCATION and/or EXPERIENCE

Bachelor's degree or demonstrated relevant equivalent experience in education, social work or related field is required. Bilingual English/Spanish required.

ATTACHMENT B

LEARNING COMMUNITY FAMILY LIAISON LEAD

Job Description

GENERAL DESCRIPTION

The Learning Community Family Liaison Lead will work directly with Lutheran Family Services and Learning Community Center Leadership to integrate liaison service in to Learning Community programming.

1. Improve the effectiveness of existing family support teams by ensuring teams know their roles and responsibilities.
2. Develop a process to determine liaison caseload and ensure timely access to family support services.
3. Assist with managing operational activities to include quality assurance, compliance standards, database, client files, internal and external documentation, and supervision of the family liaisons.
4. As needed, work with Center leadership to develop activities that will bring small groups of parents together to support better engagement between parents and their children. (i.e., information about child development, parenting strategies, and school engagement.)

ESSENTIAL JOB DUTIES

Leadership & Supervision

- Provides supervision and coordination of the operations of the family support service, including working collaboratively with current and future community organizations.
- Serve as an ambassador for the Learning Community Centers.
- Assist with the supervision of the family liaisons to include scheduling, managing internal case review records, providing ongoing professional development and maintaining the service database.
- Analyze and manage daily/weekly/monthly individual program productivity.
- Ensure employees timesheets and weekly schedule reports have an accurate correlation.

- Develop a new hire orientation program for liaisons with a key focus on Center integration.
- Ensure Liaison reports are submitted timely and accurately.

Program Planning, Development, Implementation and Evaluation

- Implement and coordinate a process to assist integrated teams in providing parents with age appropriate strategies for healthy child development as well as crisis management.
- Ensures assessments are completed and service plans are targeted and integrated within the teams in the Center.

Management

- Provide support to family liaisons including staffing cases as well as ensuring caseload files/spreadsheet and quantitative reports are received in a timely manner.
- Participate in evaluating current processes and procedures through continuous quality improvement.
- Responsible for documenting and producing regular communication with and about parents through updates and/or internal systems in place at the Center.

Minimum Requirements

- Bachelor Degree or equivalent experience
- Valid driver's license, proof of liability automobile insurance and the ability to drive for organization related business

Desired Qualities

- Master's Degree in Education, Social Work, Public Administration or related field.
- Demonstrated experience in an urban setting working directly with children, parents, families, teachers and community providers.
- 2-4 years of previous management and/or supervisory experience, preferably in a mental health, youth development, social work or behavioral health settings.
- Resourceful in approach to planning and accountability for accomplishing goals and objectives. Well-versed in the principles of early childhood education and family engagement
- Is inclusive and collaborative in leadership style and involves those who will be affected by the decision-making process.
- Brings a passionate commitment and high energy level to his/her work in supporting the success of young children and their families

Physical Requirements

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job the employee is regularly required for extended periods to sit; use hands to finger, handle, or feel; and talk or hear. The employee is frequently required to stand and walk. The employee is occasionally required to lift and/or move up to 20 pounds and to reach with hands and arms, stoop, kneel, and crouch. The vision requirements include: ability to adjust focus, depth perception, distance vision and close vision.

The essential job duties detailed above is not an exhaustive list. Additional duties may be added, as necessary, or as assigned, by the Director of Family Engagement Services (North Center) or Program Director (South Center).

EXHIBIT B

LUTHERAN FAMILY SERVICES OF NE, INC									
Learning Community Centers - Family Liaison program									
Fiscal Year 2018-19 Budget Workup									
				Total Project	Learning	Other Funding			
				Budget	Community	Sources		North Center	South Center
Personnel Expenses									
		Annual							
	FTE	Salary							
Salaries									
Family Engagement Coord.-Split 50/50 North & South Ctr	1.00	42,000	42,000		42,000			\$ 21,000	\$ 21,000
Family Liaison - South	1.00	39,520	39,520		39,520			\$ -	\$ 39,520
Family Liaison - North	1.00	39,520	39,520		39,520			\$ 39,520	\$ -
Family Liaison - North	1.00	39,520	39,520		39,520			\$ 39,520	\$ -
Family Liaison - North	1.00	39,520	39,520		39,520			\$ 39,520	\$ -
Clinical Mental Health Supervision	0.10	53,560	5,356		5,356			\$ -	\$ 5,356
Center for Healthy Families Program Manager	0.25	54,000	13,500		13,500			\$ 9,171	\$ 4,329
Children Services Administrator	0.05	75,000	3,750			3,750		\$ -	\$ -
				222,686	218,936	3,750		\$ 148,731	\$ 70,205
Employee Benefits									
Health Plans (10 % of Salaries)			22,293		21,918	375		14,889	7,028
Disability and Life Insurance (.75 % of Salaries)			1,670		1,642	28		1,115	527
Retirement Plans (3.0 % of Salaries)			6,681		6,568	113		4,462	2,106
Workers Compensation (.825 % of Salaries)			1,837		1,806	31		1,227	579
Payroll Taxes (7.65 % of Salaries)			17,035		16,749	286		11,378	5,371
Unemployment Taxes (.35 % of Salaries)			779		766	13		521	246
				50,295	49,449	846		\$ 33,592	\$ 15,857
Total Personal Services				272,981	268,385	4,596		182,323	86,062
Contracted Services									
Technical Support Data Base Services - 6 hours per month at \$50 / month				3,600	3,600			\$ 2,450	\$ 1,150
Total Contracted Services				3,600	3,600	0		2,450	1,150
Operating Expenses									
Supplies									
General Office Supplies at \$35 / month			420	420				\$ 285	\$ 135
Program Supplies - Assessment tools (Estimate)			1,750	1,750				\$ 1,189	\$ 561
Telephone									
Local Telephone Services			240	240				\$ 163	\$ 77
Cell Phone Services (Estimate at \$50 / mo / Staff)			3,600	3,600				\$ 2,446	\$ 1,154
Postage & Shipping - General Postage			30	30				\$ 20	\$ 10
Occupancy- Supervisory office space at \$225 / month			2,700	2,700				\$ 1,834	\$ 866
Professional Development - Home Visitation Curriculum to align with Center navigators			12,000	12,000				\$ 8,152	\$ 3,848
General Liability Insurance (1.095% of Salaries)			2,440	2,400		40		\$ 1,630	\$ 770
Printing Materials			200	200				\$ 136	\$ 64
Advertisement (Ads for Staff Recruitment)			100	100				\$ 68	\$ 32
Miscellaneous (All other expenses (Based upon estimated average program cost))			350	350				\$ 238	\$ 112
Total Operating Expenses			23,830	23,790	40			16,161	7,629
Travel Expenses									
Mileage Reimbursement - Mileage estimated at 110 miles / Staff / month @ .50 / mile			3,960	3,960				\$ 2,690	\$ 1,270
Travel Expenses - Estimate for meetings and training			380	380				\$ 258	\$ 122
Total Travel Expenses			4,340	4,340	0			2,948	1,392
Indirect General & Administrative Expenses									
Organizational Indirect Cost Rate @ 15.9%			48,454			48,454			
Total Expenses			353,205		300,115	53,090		203,882	96,233
Percentage of LFS Match (10% required)									
						17.69%			

MEMORANDUM

To: Members of the Learning Community Coordinating Council

From: Renee Franklin, Executive Director—Elementary Learning Centers

Date: August 2018

RE: Family Liaison Service for Learning Community Center of North Omaha

Requested Action: Renew Contract

Type of Contract: Cost Reimbursable

Existing Terms: September 2017-August 2018; \$232,419

Proposed Terms: September 2018-August 2019; \$203,882

Partner: Lutheran Family Services

Overview

Learning Community Family Liaisons reduce barriers to learning by providing services to address underlying issues affecting the family and child that impact the child's ability to learn. The Learning Community family liaison intervention was the first service designed by the Learning Community in 2010 to provide intense support to children and their families and has evolved to directly support the families who participate in the intensive early childhood programs and Parent University at the Learning Community Center of North Omaha. The stressors affecting both family and child may be wide-ranging and inclusive of financial, physiological, logistical or other factors.

Supporting Detail

The intent of the liaison is to provide universal supports by building crucial relationships with children and families to help engage families in Parent University. Additionally, the liaisons bridge the student/family's needs and issues between Parent University, school and home. Liaisons build service plans to support provider matching when services are being coordinated by an external provider as well as internal services, student outcomes and case management coordination. Family liaisons have years of experience in early childhood development, child welfare, special needs, domestic violence, mental health, substance abuse and community organizing. Cases average about 90 days with liaisons providing approximately 32 hours of service to each family.

Results

Most family goals were related to educational/vocational, living situation and mental health. High percentages of parents were successful in accomplishing their set goals by the time the liaison services were completed. Family liaisons are working with nearly 120 children and impacting nearly 240 individuals from which we anticipate positive results in the upcoming report.

https://learningcommunityds.org/wp-content/uploads/2018/07/Evaluation-Report-to-the-Education-Committee-2016_2017_Updated29Jan2018.pdf

Budget

The recommended contract amount for one year is \$203,082 which more closely aligns with the actual expenditures for the current fiscal year. All expenditures are cost reimbursable and the amount is represented in the Subcouncil 2 portion of the ELC budget. LFS is also contributing funds to the program.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

SERVICE PROVIDER AGREEMENT – Learning Community Center of North Omaha

THIS SERVICE PROVIDER AGREEMENT (“Agreement”) is entered into as of September 1, 2018 (“Effective Date”) by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Learning Community”), and Lutheran Family Services of Nebraska, Inc., a Nebraska nonprofit corporation (“Provider”).

RECITALS

WHEREAS, Learning Community has established Elementary Learning Centers (“ELCs”) as resource centers for enhancing the academic success of elementary students residing in the Learning Community who may confront a number of Issues which impact their academic success, including poverty, limited English skills, mobility, and health issues; and

WHEREAS, Learning Community has, since September 1, 2011, engaged Provider to provide family support liaisons, as part of its ELC programming, who serve and function in a variety of roles involving, at times, the elementary student, his or her family, the school and various resources available in the community at large;

WHEREAS, Learning Community wants to continue to engage Provider, and Provider is willing to continue to be so engaged by Learning Community, to conduct said family support liaison program for the benefit of elementary students residing in the Learning Community; and

WHEREAS, as of the Effective Date, Learning Community and Provider intend for this Agreement to supersede and replace all prior agreements or understandings between the parties regarding the subject matter addressed herein.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. The recitals and preparatory phrases set forth above are incorporated in full into this Agreement.

2. Scope of Services.

a. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby engages Provider, and Provider agrees to be engaged by Learning Community, to undertake and conduct the services and programs more specifically set forth in the Learning Community Family Liaison Service Program Description (“Program Description”) submitted to Learning Community, a copy of which is marked as Exhibit “A,” attached hereto, and by this reference specifically incorporated herein (the “Program”). The parties hereto further agree that Program shall be branded as a “Learning Community program in partnership with Lutheran Family Services.”

b. Provider shall conduct the Program, in part, by providing staffing to serve as family support liaisons (“Liaisons”) at those elementary schools and Learning Community centers as identified by Learning Community (the “Project”), which sites may

be modified from time to time during the Term upon the mutual agreement of Learning Community, acting through its Executive Director, Elementary Learning Centers ("ELC ED"), Provider, and the applicable school district, if any.

3. Performance Period. The term of this Agreement shall commence on the Effective Date and shall continue for a twelve (12) month period until August 31, 2019, unless earlier terminated as provided in this Agreement ("Program Term"). Notwithstanding the foregoing, neither party to this Agreement shall hold another responsible for damages or delays in performance caused by acts of nature, strikes, lockouts, accidents, or other events beyond the reasonable control of said party.

4. Payment & Billing. Subject to the terms and conditions set forth in this Agreement, during the Program Term, Provider shall be paid an amount not to exceed \$203,882.00 ("Term Amount"), by Learning Community for all services performed by Provider related to the Program in accordance with the Program budget submitted to Learning Community, a copy of which is marked as Exhibit "B," attached hereto, and by this reference specifically incorporated herein. Payment shall be made to Provider as follows:

a. During the Program Term, Learning Community shall pay \$16,990.17 per month for services performed by Provider directly related to the Program. Said payment shall be made by Learning Community on or before the twentieth (20th) day of the month to which such payment is to be applied. From said payments by Learning Community, Provider shall pay expenses directly related to the Program.

b. During the Program Term, Provider shall submit to Learning Community on or before the fifteenth (15th) day of each month, commencing on September 15, 2018, an itemized invoice for Program services provided during the immediately preceding month, which invoice shall set forth the aggregate staffing costs and an itemized listing of expenses actually incurred by Provider and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice.

c. Upon expiration of the Program Term, or earlier termination of the Program Term, as applicable, Learning Community shall, after review and approval of all invoices submitted by Provider pursuant to Section 4.b herein, pay to Provider the remaining balance due and owing to Provider, if any, pursuant to this Agreement after application of all payments made by Learning Community pursuant to Section 4.a towards the substantiated total expenses actually incurred by Provider during the Program Term or portion thereof; provided, however, that such payment amount shall be approved only to the extent the same will not result in the total amount of payments, including the payment to be made pursuant to this Section, to Provider exceeding the Term Amount. Said payment shall be made by Learning Community within 45 days after receipt of the invoice for the last month of the Program Term. If, upon expiration of the Program Term or earlier termination of the Program Term, as applicable, upon receipt and review of the invoice for the last month of the Program Term, Learning Community has, after application of all payments made pursuant to Section 4.a, made payments to Provider which exceed the total amount due and owing to Provider, Provider shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement.

d. The amount(s) to be paid by Learning Community as provided under this Section 4 shall constitute the entire consideration to be paid by Learning Community to Provider for the Program. Learning Community shall not be liable for any further costs, including, but not limited to, overhead, social security, pension, employment compensation, taxes, or any other expenses, incurred by Provider in the performance of the services related to the Program.

e. Provider shall be solely and exclusively responsible for any and all payments for services related to the Program. Except as set forth in Sections 4.a and 4.c, Learning Community shall not be responsible for any payment for services related to the Program. Provider acknowledges and agrees that Provider shall be solely responsible for the total amount of expenses actually incurred which exceed, if any, the Term Amount.

f. Learning Community funds may not be used by Provider to: (i) lobby or otherwise attempt to influence legislation; (ii) influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) distribute funds to any entity or individual, other than as permitted by this Agreement.

g. No Learning Community funds shall be paid by Provider to any Coordinating Council member or Learning Community employee, or any immediate family member thereof, for any purpose. For purposes of this Section 4.g, "immediate family member" is defined as a spouse, parent, sibling, child or stepchild of a Coordinating Council member or Learning Community employee.

h. Provider shall compensate all liaisons and other personnel engaged to provide services related to the Project at a level at least equal to the minimum amounts specifically identified on Exhibit "B".

i. Learning Community reserves the right to withhold or suspend any payment(s) to be made by Learning Community pursuant to this Agreement, or to require a total or partial refund of Learning Community funds, if, as determined by Learning Community in its sole discretion, such action is necessary: (i) because Provider has not complied with the terms and conditions of this Agreement and such noncompliance has not been cured within fifteen (15) days after written notice from Learning Community to Provider of such noncompliance; (ii) to protect the purpose and objectives of the Program or any other activities of Learning Community; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, Provider or the Program.

j. Provider expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the Effective Date which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) (as amended) may result in the termination of this Agreement by Learning Community upon ninety (90) days prior written notice in accordance with Section 8 hereof.

5. Warranties & Representations.

a. Provider hereby warrants and represents to Learning Community that:

i. The Program and use of Learning Community funds will comply with the terms of this Agreement, as well as all applicable laws, rules and regulations applicable to Provider and the Program.

ii. There is no fact known to Provider, its directors, officers, employees, representatives or agents which would materially affect the decision of Learning Community to enter into this Agreement which has not been disclosed to Learning Community.

iii. Provider shall at all times during the Program Term maintain the following types, forms and amounts of Insurance:

(1) Commercial General Liability Insurance providing coverage to Provider and naming Learning Community as Additional Insured on a primary and non-contributory basis, including completed operations, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 product and completed operations aggregate, and \$1,000,000 personal and advertising injury. Provider shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community;

(2) Sexual Abuse & Molestation coverage with a limit of not less than \$500,000 per occurrence and \$1,000,000 in the annual aggregate;

(3) Professional Liability Insurance with a limit of not less than \$1,000,000 per occurrence;

(4) Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 per accident, which coverage shall apply to all owned, hired, and nonowned automobiles used by Provider, its employees, agents or representatives in conducting the Program;

(5) Workers' Compensation Insurance covering Provider and its employees for all costs, statutory benefits and liabilities under the Nebraska Workers' Compensation Act and similar laws for employees of Provider, and Employer's Liability Insurance with limits of not less than \$100,000 per accident, \$100,000 per person per disease, and \$500,000 per disease. Provider shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community; and

(6) Umbrella/Excess Insurance with limits of not less than \$1,000,000 per occurrence which shall provide liability coverage in excess of the specified Workers' Compensation/Employers Liability, Commercial General Liability and Auto Liability insurance policies.

Before commencing the Program at the elementary schools included in the

Project, Provider shall provide a standard ACORD Certificate of Insurance evidencing such types, forms and amounts of insurance stated above are in effect. It is the Provider's sole responsibility to provide Learning Community notice of the cancellation or non-renewal of any required insurance. Failure of Provider to maintain all such insurance or to provide Learning Community notice of any cancellation or non-renewal thereof shall not relieve Provider of its obligations under this Agreement.

Failure of Learning Community to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of Learning Community to identify a deficiency from evidence provided by Provider shall not be construed as a waiver of Provider's obligation to maintain such insurance.

By requiring insurance under this Agreement, Learning Community does not represent that the coverage and limits required are necessarily adequate to protect the Provider's interest in the Program. Such coverage and limits shall not be deemed or construed to be any limitation on the Provider's liabilities under any indemnification obligations provided to Learning Community under this Agreement.

iv. Provider will not use Learning Community funds to provide, facilitate or discuss religious instruction, doctrine, worship or belief, nor will the Program include or discuss such concepts. Provider agrees that it will not utilize facilities used exclusively for religious services for the Program.

v. Provider is responsible for administering and conducting the Program in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Program. Provider acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program and could result in Provider being required to return Learning Community funds to Learning Community.

b. Learning Community hereby warrants and represents to Provider that:

i. Learning Community will have sufficient funds to compensate Provider for the services to be provided by Provider hereunder during the Program Term. In the event that Learning Community becomes aware of any deficiency in its Elementary Learning Center Fund Budget equal to or exceeding ten (10) percent, or determines that it may not have funds sufficient to compensate Provider for services to be rendered during the Program Term, Learning Community will notify Provider thereof within five (5) days of such deficiency or determination.

ii. Learning Community shall at all times during the Program Term maintain Commercial General Liability insurance providing coverage to Learning Community and naming Provider as an Additional Insured on a primary and non-contributory basis, including completed operations, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 product and completed operations aggregate, and \$1,000,000 personal and advertising injury.

iii. Learning Community is not currently a party to any agreement, nor subject to any law, regulation, or other enactment, that would prohibit Learning Community from entering into this Agreement with Provider.

iv. Learning Community will reasonably cooperate with Provider and any school district which owns and operates elementary schools buildings included in the Project in order to facilitate Provider being provided with data and such other information as is necessary to meet Provider's obligations under Section 6 of this Agreement.

v. There is no fact known to Learning Community, its Coordinating Council members, officers, employees, representatives or agents which would materially affect the decision of Provider to enter into this Agreement which has not been disclosed to Provider.

6. Reporting. Provider shall collect and report to Learning Community specified demographic and evaluation data for the Program and each Program participant as more specifically set forth in this Section. All reports made by Provider pursuant to this Agreement shall comply with applicable federal and state law, including, but not limited to, the Federal Educational Rights Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA").

a. Provider shall prepare and submit to Learning Community a written Annual Performance Report ("APR") which shall include a detailed account of all Program expenditures and a narrative description of Program activities and accomplishments, including progress made on Program participant learning outcomes. The purposes of the APR are to (1) report on the amount of progress made toward meeting the attendance objective and Program goals, which objectives and goals shall be mutually established by the Provider and Learning Community in accordance with the Program Description, and (2) report quantitative and qualitative data that addresses the performance indicators for the Learning Community. The APR shall be submitted to the Learning Community on or before October 31, 2018. At the request of the Learning Community, Provider shall make a live presentation of the APR to the Learning Community Coordinating Council, Achievement Subcouncils for Subcouncil Districts Two and Five, and the Elementary Learning Center Task Force.

b. Provider shall prepare and submit to Learning Community monthly reports on liaison activity by school building, setting forth the following data: number of Program participants; number of assessments conducted; number of individualized service plans built; number of team meetings, which shall include family members; number of participants discharged from the Program; and, if such data is reported by the member school districts to Provider or is capable of observation by Liaisons, the school attendance record of Program participants during the immediately preceding quarter. Said monthly reports shall be submitted to the ELC ED within fifteen (15) days after the last day of the month for which such report is required. Learning Community may also require Provider to submit interim reports which shall provide a narrative description of Program objectives and accomplishments to date. Required interim reports shall be submitted to the ELC ED within fifteen (15) days after the close of the period for which such interim report is required.

c. Provider shall report to the Munroe-Meyer Institute for Genetics and Rehabilitation, University of Nebraska Medical Center, the third-party evaluator of the Program retained by Learning Community, or a qualified successor evaluator retained by Learning Community, the name, school building, grade, ethnicity, gender, and English language learner status of each Program participant during the Program Term.

d. The ELC ED shall, on behalf of and for Learning Community, have oversight of the Program and its implementation by Provider but not the day-to-day operations thereof, which shall be the sole responsibility of Provider. All reports and inquiries regarding the Program by either Provider or a member school district shall be submitted or directed to the ELC ED.

7. Obligations of Provider.

a. Provider shall, either prior to or concurrent with its execution of this Agreement, enter into a student data access agreement with any and all school districts which own and operate elementary schools buildings included in the Project, which agreement shall provide a means by which the liaisons can obtain, or be provided with, student-specific information from each such school district which will assist the liaisons in carrying out the Program. Learning Community acknowledges and agrees that the student information obtained by Provider pursuant to any such agreement will be subject to FERPA and, in accordance therewith, Provider may be required to withhold such information from Learning Community.

b. The ELC ED, as well as other designated representatives of Learning Community or applicable school district, will be permitted to conduct prearranged site visit(s) to the Program during the Program Term in order to evaluate the Program, the provision of services, and the administration and implementation of the Program. For purposes of this Section 7.b, such site visits shall be scheduled by the ELC ED, or other designated representatives of Learning Community or applicable school district, not less than 12 hours in advance.

c. Provider will collaborate with a third-party evaluator contracted by Learning Community to evaluate and analyze the Program, including the submission of specified demographic and Program data elements.

d. Absent express approval from Learning Community, funds provided by Learning Community pursuant to this Agreement shall be accounted for separately in the financial books and records of Provider. Provider shall be responsible for establishing and maintaining adequate financial records for the Program, which records shall include a systematic accounting of the receipt and disbursement of Learning Community funds. Provider shall retain original substantiating documents related to specific expenditures of Learning Community funds and shall make these records available for review by Learning Community, or its designated representatives, upon request. Provider shall keep all financial records with respect to this Program for at least four (4) years following the year during which the Program Term ended. Learning Community, or a designated representative thereof, reserves the right, upon prior written notice, to audit Provider's books and records relating to the expenditure of any funds provided by Learning Community related to the Program.

e. Each party hereto shall allow the other party to review and approve the text of any proposed publicity or external communication concerning the Program prior to its release, which approval shall not be unreasonably withheld. Each party hereto may include information regarding the Program, the logo or trademark of the other party, and any general information about the other party and its activities in any external communication of said party.

f. Subject to applicable law, Provider shall disseminate to Learning Community, other governmental entities designated by Learning Community, if any, and the general public, if so requested by Learning Community, pertinent information relating to the results, findings, or methods developed during the implementation and conduct of the Program.

g. During the term of this Agreement, Provider shall provide Learning Community with a non-exclusive, royalty-free license to reproduce, publish and use any documents, marketing materials, or other publications created by Provider in connection with the services provided under this Agreement ("Literature") provided that such Literature may not be disclosed to any third parties. The parties acknowledge and agree that the license granted hereunder shall terminate concurrent with any termination or expiration of this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that during the term of this Agreement, Provider and/or Learning Community, jointly and/or individually, may develop certain advancements, program materials, knowhow, procedures and modifications to the programs and services provided hereunder ("Program Developments"). Provider shall provide Learning Community a non-exclusive, irrevocable and royalty-free license to use Program Developments during and after the term of this Agreement.

h. Provider shall maintain, in full force and effect, all required governmental and professional licenses and credentials for itself, its facilities, employees, volunteers and all other persons engaged by Provider in conjunction with the Program.

i. If Provider must, for any reason, hire an individual as a Family Engagement Coordinator or Family Liaison during the Program Term (each, the "New Personnel"), Provider shall permit the ELC ED (or his or her designee) to participate in the interview process for the New Personnel. The identification, solicitation, interview and hiring of the New Personnel shall be the sole responsibility of Provider and shall be conducted in its sole discretion; provided, however, that Provider, prior to extending an offer of employment to the New Personnel, shall provide the ELC ED with not less than seven (7) days' notice of the proposed New Personnel, during which time the ELC ED may, at his or her sole discretion and on behalf of Learning Community, decline to consent to the individual serving as a Family Engagement Coordinator or Family Liaison, as applicable. If the ELC ED declines to consent to the proposed New Personnel, Provider shall identify another individual to serve in said capacity and provide the ELC ED with not less than seven (7) days' notice thereof, during which time the ELC ED may again, at its sole discretion, decline to consent to said individual serving as a Program Director or Liaison, as applicable. If the ELC ED does not decline to consent to the proposed New Personnel within the seven (7) day period, he or she shall have waived the right of Learning Community to do so and Provider may hire the proposed New Personnel.

j. Provider shall maintain, in full force and effect, all required governmental and professional licenses and credentials for itself, its facilities, employees, volunteers and all other persons engaged by Provider in conjunction with the Program.

k. Provider shall conduct a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check on all officers, employees and volunteers of Provider involved with the Program who will, or may, directly interact with children. Provider shall update the results of said background checks at least annually during the Program Term; provided, however, that, Provider shall conduct additional updates of said background checks for those officers, employees and volunteers who are present in a school building of a member school district of Learning Community as said member school district shall require. Any officer, employee or volunteer of Provider who does not pass all background checks required by this Section 7.k. shall be immediately prohibited by Provider from involvement with the Program. If Provider utilizes any contracted provider of Program services, Provider shall require, via contract with such contracted provider, that such third party conducts all background checks described hereinabove on all officers, employees and volunteers of said contracted provider involved with the Program who will, or may, directly or indirectly, interact with children. Neither Provider nor, if applicable, any contracted provider, shall knowingly permit the involvement with the Program of any officer, employee or volunteer of said entity who does not pass all background checks. Provider shall notify the ELC ED within twenty-four (24) hours of determining that an officer, employee or volunteer involved with the Program, or being informed that an officer, employee or volunteer of a contracted provider, has not passed a check required by this Section 7.k.

l. Provider shall develop and implement policies and procedures to prevent individuals who are not officers, employees or volunteers directly involved with the Program from having access to children who are participants in the Program. Provider shall provide Learning Community with a copy of such policies and procedures annually and whenever such policies and procedures are amended, revised, modified or rescinded. Provider shall notify Learning Community within twenty-four (24) hours of determining that a violation of this Section 7.l. has occurred.

m. Provider shall provide written notice to Learning Community within five (5) days of the occurrence during the Program Term of significant changes or events which could potentially impact the Program or the performance of Provider pursuant to this Agreement, including, but not limited to, the following:

i. changes in the management personnel of Provider, which is defined for purposes of this subsection as the Executive Team, Director of Children Services, and Program Director;

ii. a loss of funding equal to or exceeding ten percent (10%) of the current annual operating budget of Provider; or

iii. the bankruptcy, dissolution or receivership of Provider.

n. Provider shall secure additional funding in the amount of ten percent (10%) of the Program Cost to defray a portion of the costs and expenses associated with the Program. This extra funding secured by Provider shall be in addition to in-kind services provided by Provider in accordance with Exhibit B.

8. Termination. This Agreement may be terminated prior to the expiration of the Program Term by mutual agreement of the parties or unilaterally by either party, with or without cause, by giving ninety (90) days advance written notice to the other party of its election to terminate. In addition to the foregoing, this Agreement may be terminated by Learning Community or Provider if it reasonably determines that the other party is in breach or violation of this Agreement and, after delivery of written notice to the other party setting forth said violation or breach, the other party does not cure said violation or breach within thirty (30) days after said notice is provided, which termination shall be effective upon written notice of termination to the party in breach or violation.

9. Independent Contractor. Nothing contained in this Agreement, including, but not limited to, the period of consent provided for in Section 7.i above, shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, it being understood and agreed that no provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of independent contractors. No party to this Agreement shall have authority to bind another party to this Agreement.

10. Indemnification. Provider covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents and employees, and their successors and assigns, individually and collectively, (collectively, the "Learning Community Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of Provider, its employees or agents in conducting the Program as specified in this Agreement and Provider further agrees to pay all expenses in defending against any claims made against the Learning Community Indemnified Parties; provided, however, that Provider shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Learning Community Indemnified Parties.

Learning Community covenants and agrees to indemnify and hold harmless Provider, its members, directors, officers, consultants, agents and employees, and their successors and assigns, individually or collectively, (collectively, the "Provider Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of Learning Community, its employees or agents with regard to the Program and Learning Community further agrees to pay all expenses in defending against any claims made against the Provider Indemnified Parties; provided, however, that Learning Community shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Provider Indemnified Parties.

11. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Learning Community: David J. Patton, Chief Executive Officer
Learning Community of Douglas and Sarpy Counties
1612 N. 24th Street
Omaha, Nebraska 68110

If to Provider:

Stacy Martin, President & Chief Executive Officer
Lutheran Family Services of Nebraska, Inc.
124 South 24th Street; Suite 230
Omaha, Nebraska 68102

or to such other address as any party hereto may from time to time give notice of to the other parties in the above manner.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

13. Compliance with Laws. The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Program, including, but not limited to, the Federal Educational Rights Privacy Act (FERPA), the Health Insurance Portability and Accountability Act, Public Law No. 104-191 (HIPM), and Neb. Rev. Stat. § 84-712 to 84-712.09.

14. Non-Discrimination. The parties hereto shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, religion, sex, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status.

15. Citizenship Verification. Provider agrees and acknowledges that it 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.

16. Assignment. This Agreement may not be assigned or transferred by Provider without the prior written consent of the Learning Community, which consent may be granted by the Learning Community in its sole discretion.

17. Ownership of Materials. All original documents, illustrations, charts, graphs, maps, reproducible drawings, reports and other materials developed by Learning Community as a result of the performance of its services under this Agreement shall remain the exclusive property of the Learning Community and no contents of any such materials or documents shall be released except upon the express prior written consent of the Learning Community, which consent may be granted by the Learning Community in its sole discretion.

18. Ownership of Equipment. In the event that funds are allocated to Provider to purchase equipment, as identified and set forth in the Program budget, Learning Community authorizes Provider to order the equipment specifically identified and set forth in the Program budget on behalf of the Learning Community. Provider expressly acknowledges and agrees that, notwithstanding the inclusion of said equipment in the approved Program budget, Learning Community shall be deemed to have ownership of all equipment purchased with Learning Community funds and Provider affirmatively acknowledges and agrees that it shall have no right, title or interest in or to any and all equipment purchased with Learning Community funds and specifically disclaims any and all such interests. At the expiration of the Program Term, or, when earlier terminated pursuant to this Agreement, such equipment shall revert to Learning Community and Provider hereby agrees and acknowledges that it shall deliver possession thereof to Learning Community and shall execute any and all documents necessary to convey title to said equipment to Learning Community.

19. Severability. Should any part hereof or any sections of this Agreement be rendered or declared illegal, invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby.

20. Waiver. The waiver by any party of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

21. Entire Agreement. Except as otherwise provided in this Agreement together with the recitals, as well as any exhibits, attachments, or schedules to an exhibit hereof, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes and revokes any and all prior or existing agreements, written or oral, relating to the subject matter hereof, and this Agreement shall be solely determinative of the subject matter hereof.

22. Amendment. This Agreement may only be amended or modified by written agreement of all parties hereto. The parties hereto agree that Program changes, amendments or addendums to this Agreement that are non-budget impacting may be approved on behalf of Learning Community by the Chief Executive Officer of the Learning Community.

IN WITNESS WHEREOF, the parties hereto execute this Agreement effective as of the Effective Date.

LEARNING COMMUNITY OF DOUGLAS AND
SARPY COUNTIES, a Nebraska political
subdivision

By: _____
David J. Patton, Chief Executive Officer

Date: _____

LUTHERAN FAMILY SERVICES OF NEBRASKA,
INC., a Nebraska nonprofit corporation

By: _____
Stacy Martin, President & Chief Executive
Officer

Date: _____

EXHIBIT A



SERVICE PROVIDER AGREEMENT

Exhibit "A"

Learning Community Family Liaison Service

INTRODUCTION

The Learning Community Family Liaison service was established to reduce barriers to learning by providing services to address underlying issues affecting the family that impact the child's ability to learn. This service is designed to support students and families who are participating in the Learning Community Center of North Omaha programs. The intent of the service is to support center programming and go beyond the scope of services provided by the Center. However, the service works in conjunction and communicates closely with the Center and school district, if the children are school age. The Learning Community Family Liaison (LCFL) will provide referrals to Parent University, case management and home visitation as well as **targeted and universal supports to students and families who are connected to the Center.**

Targeted Supports

These individualized supports are specifically targeted for students and families referred for services who have complex, multiple challenges that are impacting child development and student achievement. The supports are intended to be utilized with the families until the barrier has been removed and the family can be referred to Parent University, if the family is not already enrolled. Targeted supports will continue with Parent University families until Center leadership team decides this level of intervention is no longer needed.

Universal Supports

These supports are designed to create visibility of the LCFL to assist with building trusting relationships with students and families (especially those connected to Parent University) who may have some challenges or risk factors that may impact their school and family success. Part of building these trusting relationships with students and their families include being present during team meetings, open houses, and classes/activities based at the Centers and partnering schools. By providing these supports families may become comfortable with being referred for targeted supports when needed.

Learning Community Family Liaisons are responsible for the development and implementation of all services outlined in the position description (**Attachment A**) The LCFL is primarily responsible for providing direct services for the student and family but will also allocate time for indirect services such as Center support, professional development, training, data collection and documentation. The LCFL is coordinated within the structure of both the Center and school's existing teams and supports. The common referral entry point and point for coordination within Parent University is the Center Leadership Team.

As a way to identify students and families who may need family support through family liaison services or Parent University, the LCFL will work closely with center and school personnel. Once identified, the appropriate referral will be made to begin family support. Targeted supports with a LCFL are implemented when a referral is made and the family has committed to receive services. Once consent is obtained, the Learning Community Family Liaison Lead (**Attachment B**) will assign the student and family to the appropriate LCFL based on family need and staff capacity. The assigned LCFL will work with Center and school leadership to collect the necessary intake information. After intake, the assessment process will assist in the development and implementation of an integrative, family centered and individualized service plan. The assessments used by the LCFL include: Strengths and Difficulties Questionnaire (SDQ), Trauma Symptom Checklist for Young Children (TSCYC) and the 40 Developmental Asset Checklist. The service plan will be developed to identify service domains and address needs using clearly identified specific, measurable, accountable, relevant and timely (S.M.A.R.T.) goals. Once created, the service plan will be shared with Educational Navigators, if case is shared, and Center and school leadership teams to avoid duplication of services and to enhance program integration.

The family's progress toward service plan goals and adjustments should be made as necessary before the family is considered to no longer need the family liaison services. These services include addressing the complex needs of family issues through direct care, home visits and case management. The service plan is the vehicle for coordination with any existing center or school goals. The plan will describe family and parental engagement and any services that are focused at a family level with the intent of addressing the student needs. The plan is intended to document the risk factors or the barriers to academic success that initiated the referral and those findings that drive the recommended services to address the need.

During student and family intervention, it may be necessary for the LCFL to refer the family to a community based agency for specific services. It will be important these referrals are reflected within the database after the appropriate assessments and permissions have been completed. All families referred directly from a partner school for family liaison services will be referred to Parent University by the assigned LCFL when appropriate. The LCFL Lead will assist the LCFL to ensure the majority of the LCFL cases result in successful enrollment into Parent University. The LCFL and LCFL Lead should also support families connected to the Center by providing universal supports as described above.

While all liaisons will focus on universal supports, the Learning Community Family Liaison Lead and Center for Healthy Families Program Manager will work most closely with the LCFL to ensure center programming and liaison services continue to address and meet the needs of our families.

LEARNING COMMUNITY FAMILY LIAISON Service ELEMENTS

The Learning Community family liaison service elements are as follows:

Referral

- Referral is made primarily to LCFL services through Parent University or other designated partnering school personnel for families connected to the center or Learning Community programming. A family receiving services at the Learning Community Center of North Omaha may also make a self-referral to receive liaison services (**Attachment C**). If a referral is made from partnering school personnel for families not enrolled in Parent University, a referral to Parent University must be made whenever appropriate (**Attachment E**). Referrals from LCFL should be the top referral source for Parent University and constitute 50% of LCFL caseloads.

The family liaison service enhances Parent University by creating a process designed to:

- connect students at greatest risk and their families to appropriate and effective services;
- facilitate the seamless integration and coordination of access to services for the student and, when appropriate, the family;
- avoid service duplication;
- effectively link community organizations to students and families; and
- reduce the barriers to academic achievement.

Once the referral is made:

- the consent (**Attachment D**) should be completed.
- Once the consent is signed, targeted supports can begin.
- The LCFL will ensure that the release of information allows for the flow of information between the appropriate agencies and school district to eliminate duplication and map out optimal case management decision and intake or lead ownership.

Intake & Assessment

- The LCFL will obtain intake information from the referral source. Additional intake information and initial assessment data will be obtained directly from the family.
- In addition to the information found on the parental consent and referral form the LCFL will conduct a series of assessments to gather pertinent information for goal setting and prioritizing student and family needs. The assessments used by the LCFL include: Strengths and Difficulties Questionnaire (SDQ); Trauma Symptom Checklist for Young Children (TSCYC); and the 40 Developmental Asset Checklist. The LCFL will be trained in the administration and use of the results from each of these assessments. The information from the referral form, intake, and these assessments are the foundation for the service plan.

Case Management & Service Planning

The role of the LCFL is to provide universal supports by building crucial relationships with children and families to help engage families in the supports provided by Parent University. In addition, the LCFL is to provide targeted supports, and bridge the student/family needs and issues between Parent University, school and home. The LCFL contributes to or builds the service plan around strengths and needs identified through the referral, intake and assessment process. The plan identifies goals and strategies to address the student/family's needs including: provider matching when services are being coordinated with an external service provider as well as internal (center and school-based) services; clearly defined student outcomes; timelines and assessment checkpoints to ensure that integrated student services are delivered and meeting the need; and case management coordination and communication strategies. The LCFL will initiate a student case file that documents the process from referral through service planning. The service plan will be monitored monthly and adjusted as needed based on

continued data-driven decision-making. The coordination and follow up with the services provided by Parent University and other service providers will also be documented.

The family's progress is monitored over this period of targeted supports and adjustments are made as necessary before the family is considered to no longer need liaison services.

The evaluation approach and data collection process is being facilitated by the UNMC-Munroe Meyer.

Program Evaluation

The evaluation's focus is two-fold. The evaluation first explores how the service was implemented to understand what it did and how it was done (process evaluation). Secondly, the evaluation examines the family liaison services impact on youth, families and family stability with a primary focus on exploring the service's effect on student achievement (outcomes evaluation). The evaluation model used draws from a Utilization-Focused Evaluation framework (Patton, 2011) which emphasizes the importance of evaluation's role in facilitating improvement. Therefore, the evaluation produces real-time results used to inform improvements and better support those served.

The method used to guide data collection and analysis is termed a multi-level convergent mixed methods case study approach (Creswell and Plano-Clark, 2011; Stake, 1995). This involves examining narrative and numerical information from multiple groups (e.g. Lutheran Family Services staff, Learning Community staff, school staff, youth, parents) to understand and describe the program and its effects. This method was selected as it identifies trends (quantitative information) and provides detailed information to explain those trends (qualitative information).

EVALUATION QUESTIONS

The evaluation questions include both process and outcome questions to explore what the program did and its effect:

1. How is the Family Liaison Model being implemented in Parent University and across Learning Community partnering schools?

- How does the referral process work?
- Who is receiving services?
- What do services look like?
- How are services provided?

- How many parents enrolled in Parent University also received family liaison services?
- 2. How is the Family Liaison Model positioned to or affecting family needs?*
- How are services targeting family needs?
 - How do services affect needs?
 - Do the results of these services associate with improvements in student achievement or other indicators of student success?
- 3. How might the Family Liaison Model be amended to better achieve its outcomes?*

Attachment A

LEARNING COMMUNITY FAMILY LIAISON POSITION

Job Description

General Description

Work directly as part of an innovative collaboration with the Learning Community and other key partners to provide outreach and connections to appropriate services for those targeted students and families facing challenges and barriers to school success. Barriers which may include issues related to: social, emotional and behavioral needs; family needs and supports; and health and wellness. The Learning Community Family Liaison (LCFL) will provide authentic guidance and support in the connection to, and navigation of, community and educational services available (both inside and outside of the Centers) that meet each child's and/or family's needs.

The Liaison's primary role will be direct services for the student and family which may occur in homes, centers and schools. The role will also have time allocated specifically for center programming and school-based professional development, team meetings, training, data collection and documentation.

Essential Duties and Responsibilities

Case Management and Service Delivery

- Support the mission of the Learning Community Center to which the liaison is assigned.
- Liaisons working with the Centers will provide support to families through group activities which occur primarily in the evenings and weekends at the Learning Community Center of North Omaha.

- Actively participate in Center and School-based programming to identify families needing additional support and referrals to Parent University.
- Serve as a liaison between the child, family members, Center/school staff and community resources.
- Lead and coordinate the delivery of evidence-based services based on best practice and risk factor research.
- Monitor a systematic process to seek feedback and provide regular progress updates to students, family members, Center/school staff and collaborating agencies.
- Monitor and regularly adjust services as needed to maximize effectiveness and impact.
- Provide transportation to families as needed to assist in achieving identified goals.
- Serve as an advocate for families.
- Research and provide referrals to community resources to assist families in gaining access to a network of services that will assist in problem solving.

Community / School Relations

- Cultivate trusting relationships between Parent University and school staff, families, and community partners.
- Create partnerships to ensure priority access for alcohol; drug and mental health services and/or other human services available on a sliding scale.
- Implement a process for vetting and recommending services partners as needed.

Reporting, Evaluation and Record Keeping

- Participate in the evaluation of the effectiveness of services as measured by achievement of individualized goals.
- Implement a systematic data collection plan to evaluate the effectiveness of services in addressing the needs of students and families.
- Maintain accurate records of all LCFL activities and complete all expected reporting and evaluation expectations as defined by the Learning Community.

Professional Growth and Development

- Participate as a member of the Center and school teams in all professional

development pertinent to the role of the LCFL.

Professionalism, Confidentiality and Interpersonal Relationships

- Respond timely to voice mail and email.
- Keep and guard all names, information and other related business confidential.
- Ensure that all record security procedures are followed.
- Work to build a positive productive relationship with all staff, students, families and community members.
- Seek needed guidance in creating a plan for work/life balance.

Other duties within the scope of the employee's skills and abilities, as assigned

QUALIFICATIONS

Prefer experience in working with early childhood and school-age children, effective written and verbal communication skills and familiarity with local health and human service agencies. A LCFL must possess the knowledge, skills and personal attributes needed by professionals to support the critical features of positive youth development settings. These core competencies are as follows:

- Understand and apply basic child and family development principles.
- Communicate and develop positive relationships with youth and families.
- Facilitate age-appropriate activities and groups.
- Respect and honor cultural and human diversity; set a strong example of integrity, dedication, transparency and fairness.
- Involve and empower youth and families.
- Identify potential risk factors (in a program environment) and take measures to reduce them.
- Care about, involve and work with families and community.
- Work as part of a team and demonstrate professionalism.
- Demonstrate the attributes and qualities of a positive role model.
- Interact with and relate to youth and families in ways that support asset building.
- Well-versed in the principles of early childhood and youth development

Qualified individuals must also be:

- Sensitive to and appreciate the points of view of personnel within the Centers, schools, other agencies/ organizations including a keen awareness of their needs and

how to build collaborative partnerships

- Flexible in a work environment often filled with ambiguous situations
- Able to manage time, paperwork, and people effectively
- Creative/innovative
- Self-directed
- Able to provide a driver's license, current proof of car registration and automobile insurance

EDUCATION and/or EXPERIENCE

Bachelor's degree or demonstrated relevant equivalent experience in education, social work or related field is required. Bilingual English/Spanish preferred.

Attachment B

LEARNING COMMUNITY FAMILY LIAISON LEAD

Job Description

General Description

The Learning Community Family Liaison Lead will be work directly with Lutheran Family Services and Learning Community Center Leadership to integrate liaison service in to Learning Community programming.

1. Improve the effectiveness of existing family support teams by ensuring teams know their roles and responsibilities.
2. Develop a process to determine liaison caseload and ensure timely access to family support services.
3. Assist with managing operational activities to include quality assurance, compliance standards, database, client files, internal and external documentation, and supervision of the family liaisons.
4. As needed, work with Center leadership to develop activities that will bring small groups of parents together to support better engagement between parents and their children. i.e. Information about child development, parenting strategies, and school engagement.

Essential Job Duties

Leadership & Supervision

- Provides supervision and coordination of the operations of the family support service, including working collaboratively with current and future community organizations.
- Serve as an ambassador for the Learning Community Centers.
- Assist with the supervision of the family liaisons to include scheduling, managing internal case review records, providing ongoing professional development and maintaining the service database.
- Analyze and manage daily/weekly/monthly individual program productivity.
- Ensure employees timesheets and weekly schedule reports have an accurate correlation.
- Develop a new hire orientation program for liaisons with a key focus on Center integration.
- Ensure Liaison reports are submitted timely and accurately.

Program Planning, Development, Implementation and Evaluation

- Implement and coordinate a process to assist integrated teams in providing parents with age appropriate strategies for healthy child development as well as crisis management.

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- Ensures assessments are completed and service plans are targeted and integrated within the teams in the Center.
- Promote Center and recruit new families.
- Provide backup coverage and coordinate special projects as needed.

Management

- Provide support to family liaisons including staffing cases as well as ensuring caseload files/spreadsheet and quantitative reports are received in a timely manner.
- Participate in evaluating current processes and procedures through continuous quality improvement.
- Responsible for documenting and producing regular communication with and about parents through updates and/or internal systems in place at the Center.

Minimum Requirements

- Bachelor Degree or equivalent experience
- Valid driver's license, proof of liability automobile insurance and the ability to drive for organization related business

Desired Qualities

- Master's Degree in Education, Social Work, Public Administration or related field.
- Demonstrated experience in an urban setting working directly with children, parents, families, teachers and community providers.
- 2-4 years of previous management and/or supervisory experience, preferably in a mental health, youth development, social work or behavioral health settings.
- Resourceful in approach to planning and accountability for accomplishing goals and objectives. Well-versed in the principles of early childhood education and family engagement
- Is inclusive and collaborative in leadership style and involves those who will be affected by the decision-making process.
- Brings a passionate commitment and high energy level to his/her work in supporting the success of young children and their families

Physical Requirements

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job the employee is regularly required for extended periods to sit; use hands to finger, handle, or feel; and talk or hear. The employee is frequently required to stand and walk. The employee is occasionally required to lift and/or move up to 20 pounds and to reach with hands and arms, stoop, kneel, and crouch. The vision requirements include: ability to adjust focus, depth perception, distance vision and close vision.

The essential job duties detailed above is not an exhaustive list. Additional duties may be added, as necessary, or as assigned, by the Director of Family Engagement Services (North Center) or Program Director (South Center).

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ATTACHMENT C

LC Family Liaison LFSN Referral Information

2018-2019

1) Is an interpreter need? Y or N Primary Home Language: _____

2) Concerns in School: Check all that apply

<input type="checkbox"/>	Academic Performance	<input type="checkbox"/>	Relationships with Peers
<input type="checkbox"/>	Attendance	<input type="checkbox"/>	Relationships with Staff
<input type="checkbox"/>	Behavior	<input type="checkbox"/>	Home and School Communication
<input type="checkbox"/>	Physical/Mental Health	<input type="checkbox"/>	Other: (Describe)

From the concerns listed above provide more specific information:

Which is the most significant?
When did the concern begin?
How often is the concern occurring?
When does the concern occur?

3) Concerns in Home/Community: Check all that apply

<input type="checkbox"/>	Relationships with Parents	<input type="checkbox"/>	Physical/Mental Health
<input type="checkbox"/>	Relationships with Siblings/Family members	<input type="checkbox"/>	Juvenile Justice Involvement
<input type="checkbox"/>	Attitude toward School	<input type="checkbox"/>	Gang Involvement
<input type="checkbox"/>	Behavior	<input type="checkbox"/>	Other: (Describe)

From the concerns listed above provide more specific information:

Which is the most significant?
When did the concern begin?
How often is the behavior a concern?
When does the concern occur?

4) Student Strengths: Identify and describe at least four strengths

1	
2	
3	
4	

5) Baseline Data from the last 30 days:

Mental Health Diagnosis? Yes or No If Yes List			
School Services? Special Education, ESL, Other			
Community Services?			
Grades	Language Arts	Reading	Math
Attendance	Days Absent	Days Tardy	
Number of Discipline Referrals			
SAT Team Meeting? Yes or No If Yes attach a copy of the SAT notes			

6) Contact Information:

Submitted By:	OPS Staff Name	Position:
School:	Phone #	

Submit the completed consent form and referral form to OPS SIS and LFSN by:

Email to Service.Provider@ops.org, or Fax to 531-299-0387, or Interdepartmental Mail to Pat Nedley in SIS.

Lutheran Family Services of Nebraska, Inc. Email to lcontreras@lfsneb.org or Fax to 402.504.1853

ATTACHMENT D

Lutheran Family Services
Learning Community Family Liaison Program
Omaha Public Schools
Consent to Release Student Records

2018-2019

The Omaha Public Schools seeks to support students and families to enhance opportunities for student success. The Learning Community Family Liaison Program is designed to address needs of students and families through referrals to community agencies and family support. Lutheran Family Services of Nebraska is working in partnership with the Learning Community to provide Family Liaisons to work in the Omaha Public Schools.

The records we ask for your consent to release will help us identify and address individual student needs and provide information to relevant educators and providers about these needs in order to improve our services to the student and family. The information will also help the Omaha Public Schools and the community-based organizations listed below monitor, evaluate, improve programming, and conduct OPS approved research to study the impact of programs.

Only Lutheran Family Services of Nebraska employees with access approved by OPS and with your specific consent can view student information. No provider is permitted access to information stored by OPS with your consent unless it is specifically needed for the program, for evaluation and for OPS approved research. Sponsoring and funding organizations receive student data in summary form.

According to the Family Educational Rights and Privacy Act (FERPA), we are requesting your parental consent to disclose the following individually identifiable information from your child's education records to Lutheran Family Services of Nebraska. (If your child is age 18 or over, he or she has the authority to provide consent for disclosures of information and this form should be signed by him or her).

I hereby agree to allow the Omaha Public Schools to disclose information needed by the Learning Community Family Liaison to provide services for my child. **Signature and Date required below.**

Student Demographics	Class Schedule	Emergency Medical Conditions
Family Contact Information	Grades	Progress toward program goals
Attendance	GPA (secondary only)	Communication with School Staff

This Consent to Release Student Records expires upon any of the following events, whichever comes first:

- Twelve months after the signature date on this consent form, or
- When my child no longer participates in the program, or
- When my child withdraws or transfers from the school district, (through November 1st of the year following graduation for purposes of providing end of year data) or
- When a letter revoking this consent is received by Omaha Public Schools, Student Information Services, 3215 Cuming Street, Omaha, NE 68131-2024.

Student Information	Please print	One student per consent form
Student Last Name (legal):		Student Number:
Student First Name (legal):		School: Grade:
Student Middle Name (full):		Program: LFSN Family Liaison
Home Address:		Birth Date (mm/dd/yy): / /
City: Zip:		Gender: M / F
Parent/Guardian Information		
Are you the legal guardian of this student? Do we have the documents of guardianship in our files? Yes / No If No, do not sign. The records will not be released without the signature of the parents/guardians of record in OPS. If you need to establish legal guardianship, contact the student's school.		
Parent Last Name (legal):		Relationship to Student:
Parent First Name (legal):		Home Phone:
Parent Middle Name (full):		Cell Phone:
Parent/Guardian Signature:		Date (mm/dd/yy): / /

Office Use Only

☐ Verified

☐ Programs

☐ Initials

EXHIBIT B

LUTHERAN FAMILY SERVICES OF NE, INC									
Learning Community Centers - Family Liaison program									
Fiscal Year 2018-19 Budget Workup									
				Total Project	Learning	Other Funding			
				Budget	Community	Sources		North Center	South Center
Personnel Expenses									
	FTE	Annual Salary							
Salaries									
Family Engagement Coord.-Split 50/50 North & South Ctr	1.00	42,000	42,000		42,000			\$ 21,000	\$ 21,000
Family Liaison - South	1.00	39,520	39,520		39,520			\$ -	\$ 39,520
Family Liaison - North	1.00	39,520	39,520		39,520			\$ 39,520	\$ -
Family Liaison - North	1.00	39,520	39,520		39,520			\$ 39,520	\$ -
Family Liaison - North	1.00	39,520	39,520		39,520			\$ 39,520	\$ -
Clinical Mental Health Supervision	0.10	53,560	5,356		5,356			\$ -	\$ 5,356
Center for Healthy Families Program Manager	0.25	54,000	13,500		13,500			\$ 9,171	\$ 4,329
Children Services Administrator	0.05	75,000	3,750			3,750		\$ -	\$ -
				222,686	218,936	3,750		\$ 148,731	\$ 70,205
Employee Benefits									
Health Plans (10 % of Salaries)			22,293		21,918	375		14,889	7,028
Disability and Life Insurance (.75 % of Salaries)			1,670		1,642	28		1,115	527
Retirement Plans (3.0 % of Salaries)			6,681		6,568	113		4,462	2,106
Workers Compensation (.825 % of Salaries)			1,837		1,806	31		1,227	579
Payroll Taxes (7.65 % of Salaries)			17,035		16,749	286		11,378	5,371
Unemployment Taxes (.35 % of Salaries)			779		766	13		521	246
				50,295	49,449	846		\$ 33,592	\$ 15,857
Total Personal Services				272,981	268,385	4,596		182,323	86,062
Contracted Services									
Technical Support Data Base Services - 6 hours per month at \$50 / month				3,600	3,600			\$ 2,450	\$ 1,150
Total Contracted Services				3,600	3,600	0		2,450	1,150
Operating Expenses									
Supplies									
General Office Supplies at \$35 / month			420	420				\$ 285	\$ 135
Program Supplies - Assessment tools (Estimate)			1,750	1,750				\$ 1,189	\$ 561
Telephone									
Local Telephone Services			240	240				\$ 163	\$ 77
Cell Phone Services (Estimate at \$50 / mo / Staff)			3,600	3,600				\$ 2,446	\$ 1,154
Postage & Shipping - General Postage			30	30				\$ 20	\$ 10
Occupancy- Supervisory office space at \$225 / month			2,700	2,700				\$ 1,834	\$ 866
Professional Development - Home Visitation Curriculum to align with Center navigators			12,000	12,000				\$ 8,152	\$ 3,848
General Liability Insurance (1.095% of Salaries)			2,440	2,440		40		\$ 1,630	\$ 770
Printing Materials			200	200				\$ 136	\$ 64
Advertisement (Ads for Staff Recruitment)			100	100				\$ 68	\$ 32
Miscellaneous (All other expenses (Based upon estimated average program cost))			350	350				\$ 238	\$ 112
Total Operating Expenses				23,830	23,790	40		16,161	7,629
Travel Expenses									
Mileage Reimbursement - Mileage estimated at 110 miles / Staff / month @ .50 / mile			3,960	3,960				\$ 2,690	\$ 1,270
Travel Expenses - Estimate for meetings and training			380	380				\$ 258	\$ 122
Total Travel Expenses				4,340	4,340	0		2,948	1,392
Indirect General & Administrative Expenses									
Organizational Indirect Cost Rate @ 15.9%				48,454		48,454			
Total Expenses				353,205	300,115	53,090		203,882	96,233
Percentage of LFS Match (10% required)						17.69%			

Learning Community of Douglas and Sarpy Counties

Budget Summary 2018-2019

	General Fund	ELC Operating Fund	Research & Evaluation (ESU Core Svc)	Leases/Capital Fund	TOTAL
Beginning Cash Reserves	\$ 373,108	\$ 4,796,802	\$ 300,006	\$ 776,181	\$ 6,246,097
REVENUES	Operating			Leases/Capital	
Appropriation	\$ 485,000	\$ -	\$ -	\$ -	\$ 485,000
ESU Core Svcs	\$ -	\$ -	\$ 733,359	\$ -	\$ 733,359
ELC Operating Levy	\$ -	\$ 8,883,469	\$ -	\$ -	\$ 8,883,469
LC Capital Projects Levy (LB 1070)	\$ -	\$ -	\$ -	\$ 740,289	\$ 740,289
Interest	\$ 700	\$ 1,500	\$ -	\$ 750	\$ 2,950
Total Revenues	\$ 485,700	\$ 8,884,969	\$ 733,359	\$ 741,039	\$ 10,845,067
GENERAL EXPENSES					
Coordinating Council	Operating			Leases/Capital	
Training/Orientation	\$ 500	\$ -	\$ -	\$ -	\$ 500
Conference Expenses	\$ 7,500	\$ -	\$ -	\$ -	\$ 7,500
Occupancy	\$ 1,500	\$ -	\$ -	\$ -	\$ 1,500
Published Notice	\$ 3,500	\$ -	\$ -	\$ -	\$ 3,500
Election Commission	\$ 35,000	\$ -	\$ -	\$ -	\$ 35,000
Reimbursed Expenses	\$ 2,120	\$ -	\$ -	\$ -	\$ 2,120
Technology/Equipment	\$ 6,560	\$ -	\$ -	\$ -	\$ 6,560
Other Misc	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000
Coordinating Council - Subtotal	\$ 61,680	\$ -	\$ -	\$ -	\$ 61,680
Administration					
CEO Salary	\$ 148,200	\$ -	\$ -	\$ -	\$ 148,200
Other Salaries and Wages	\$ 175,200	\$ -	\$ -	\$ -	\$ 175,200
Payroll Taxes	\$ 23,890	\$ -	\$ -	\$ -	\$ 23,890
Benefit Expense	\$ 56,300	\$ -	\$ -	\$ -	\$ 56,300
Dues and Memberships	\$ 6,700	\$ -	\$ -	\$ -	\$ 6,700
Conference/Professional Devel. Exp.	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
Public Accountant	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
State Audit	\$ 11,000	\$ -	\$ -	\$ -	\$ 11,000
Telecommunications/Website	\$ 5,300	\$ -	\$ -	\$ -	\$ 5,300
Supplies	\$ 5,300	\$ -	\$ -	\$ -	\$ 5,300
Furniture	\$ 5,300	\$ -	\$ -	\$ -	\$ 5,300
Printing and Postage	\$ 16,970	\$ -	\$ -	\$ -	\$ 16,970
Technology/Equipment	\$ 27,400	\$ -	\$ -	\$ -	\$ 27,400
Reimbursed Expenses	\$ 5,300	\$ -	\$ -	\$ -	\$ 5,300
Other Misc.	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000
Administration - Subtotal	\$ 521,860	\$ -	\$ -	\$ -	\$ 521,860
Subtotal General Admin	\$ 583,540	\$ -	\$ -	\$ -	\$ 583,540

Learning Community of Douglas and Sarpy Counties

Budget Summary 2018-2019

General Fund	ELC Operating Fund	Research & Evaluation (ESU Core Svc)	Leases/Capital Fund	TOTAL
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ELEMENTARY LEARNING CENTER EXPENSES

Pilot Programming	Operating			Leases/Capital	
Subcouncil 1 ELC Programming	\$ -	\$ 182,473	\$ -	\$ -	\$ 182,473
Subcouncil 2 ELC Programming	\$ -	\$ -	\$ -	\$ -	\$ -
Subcouncil 3 ELC Programming	\$ -	\$ 329,839	\$ -	\$ -	\$ 329,839
Subcouncil 4 ELC Programming	\$ -	\$ 126,896	\$ -	\$ -	\$ 126,896
Subcouncil 5 ELC Programming	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000
Subcouncil 6 ELC Programming	\$ -	\$ 110,792	\$ -	\$ -	\$ 110,792
Pilot Programming - Subtotal	\$ -	\$ 1,050,000	\$ -	\$ -	\$ 1,050,000

North Omaha Center					
Early Childhood Partnership	\$ -	\$ 985,730	\$ -	\$ -	\$ 985,730
Subcouncil 2 Family Support Liaisons	\$ -	\$ 203,375	\$ -	\$ -	\$ 203,375
Childcare Director Training	\$ -	\$ 145,000	\$ -	\$ -	\$ 145,000
Parent University	\$ -	\$ 902,194	\$ -	\$ -	\$ 902,194
Center Operations	\$ -	\$ 100,090	\$ -	\$ -	\$ 100,090
North Omaha Center - Subtotal	\$ -	\$ 2,336,389	\$ -	\$ -	\$ 2,336,389

South Omaha Center					
South Omaha Ctr Operating Agreement	\$ -	\$ 1,500,000	\$ -	\$ -	\$ 1,500,000
Subcouncil 5 Family Support Liaisons	\$ -	\$ 173,072	\$ -	\$ -	\$ 173,072
South Omaha Center - Subtotal	\$ -	\$ 1,673,072	\$ -	\$ -	\$ 1,673,072

Superintendent's Early Childhood Plan	\$ -	\$ 2,600,000	\$ -	\$ -	\$ 2,600,000
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General Expenses					
Admin-Community Relations	\$ -	\$ 100,000	\$ -	\$ -	\$ 100,000
Admin-Legal	\$ -	\$ 30,000	\$ -	\$ -	\$ 30,000
Admin-Insurance/Bonding	\$ -	\$ 68,960	\$ -	\$ -	\$ 68,960
Admin-Lobbying	\$ -	\$ 30,900	\$ -	\$ -	\$ 30,900
Admin-Contracted Services	\$ -	\$ 5,300	\$ -	\$ -	\$ 5,300
Admin-Staff Professional Development	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000
Admin-Hosted Conferences	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000
Salaries and Wages	\$ -	\$ 115,400	\$ -	\$ -	\$ 115,400
Payroll Taxes	\$ -	\$ 8,700	\$ -	\$ -	\$ 8,700
Benefit Expense	\$ -	\$ 10,100	\$ -	\$ -	\$ 10,100
Contracted Services	\$ -	\$ 7,700	\$ -	\$ -	\$ 7,700
General Expenses - Subtotal	\$ -	\$ 392,060	\$ -	\$ -	\$ 392,060

Subtotal ELC	\$ -	\$ 8,051,521	\$ -	\$ -	\$ 8,051,521
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Learning Community of Douglas and Sarpy Counties

Budget Summary 2018-2019

	General Fund	ELC Operating Fund	Research & Evaluation (ESU Core Svc)	Leases/Capital Fund	TOTAL
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RESEARCH & EVALUATION EXPENSES

Research & Evaluation				Leases/Capital	
Diversity Plan Evaluation	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
ELC Program Evaluation & Research	\$ -	\$ -	\$ 409,006	\$ -	\$ 409,006
GOALS Student Attendance Initiative Eval.	\$ -	\$ -	\$ 95,000	\$ -	\$ 95,000
MOEC Community Impact Plan Eval.	\$ -	\$ -	\$ 95,000	\$ -	\$ 95,000
CAP - Full Plan Evaluation by MMI	\$ -	\$ -	\$ 9,776	\$ -	\$ 9,776
Superintendent's Early Childhood Plan Eval.	\$ -	\$ -	\$ 224,000	\$ -	\$ 224,000
Research & Evaluation - Subtotal	\$ -	\$ -	\$ 837,782	\$ -	\$ 837,782

CAPITAL PROJECTS EXPENSES

Facility Lease Payments	Operating			Leases/Capital	
South Omaha Lease Payments	\$ -	\$ -	\$ -	\$ 218,000	\$ 218,000
North Omaha Lease Payments	\$ -	\$ -	\$ -	\$ 585,000	\$ 585,000
Facility Lease Payments - Subtotal	\$ -	\$ -	\$ -	\$ 803,000	\$ 803,000

EXPENSES TOTALS

Subtotal General Admin	\$ 583,540	\$ -	\$ -	\$ -	\$ 583,540
Subtotal ELC	\$ -	\$ 8,051,521	\$ -	\$ -	\$ 8,051,521
Subtotal Research & Evaluation	\$ -	\$ -	\$ 837,782	\$ -	\$ 837,782
Subtotal Capital Projects	\$ -	\$ -	\$ -	\$ 803,000	\$ 803,000
Total Expenses	\$ 583,540	\$ 8,051,521	\$ 837,782	\$ 803,000	\$ 10,275,843
Ending Cash Reserve	\$ 275,268	\$ 5,630,250	\$ 195,583	\$ 714,220	\$ 6,815,321

Note: Research & Evaluation is a part of the ELC Levy Fund and will be added, along w/ the corresponding Ending Cash Reserve, to the ELC Fund on the State Budget Form