

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

AGENDA

February 15, 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 – January 18, 2018
5. Reports
 - a) Chair
 - i. **Action Item:** Motion to approve Subcommittee / Executive Committee Assignments
 - b) Treasurer
 - i. **Action Item:** Accept Treasurer's Report dated January 31, 2018
 - c) Chief Executive Officer
 - i. Community Plan
 - d) Council Member / Achievement Subcouncil Reports
 - e) Legal Counsel
6. Public Comments
7. Addendum Data Presentation
8. Community Achievement Plan (CAP) Update
9. Superintendents' Plan for Early Childhood Education Update
10. Learning Community Center of South Omaha Update – Renee Franklin
11. Learning Community Center of North Omaha Update – Renee Franklin /Jamalia Parker
 - a) Nebraska Early Childhood Collaborative Agreement

i **Action Item:** Upon recommendation of Achievement Subcouncil 2, motion to approve Childcare Director training, as set forth in the Service Provider Agreement, for an amount not to exceed \$280,000.00 from the Elementary Learning Center Fund Budget for FY 2018/2019 and 2019/2020. Approval is contingent upon Council approval of authorization of the elementary levy and the 2018/2019 and 2019/2020 fiscal years' budgets for the Learning Community.

12. Subcommittee Reports

- a) Elementary Learning and Diversity Subcommittee
- b) Budget, Finance & Audit Subcommittee
- c) Legislative Subcommittee

i. **Action Item:** Motion to monitor LB 999

13. New Business

- a) Communications Plan

14. Unfinished Business

15. Next Council Meeting –

- March 15, 2018, Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

16. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee	To Be Determined
LC Coordinating Council	March 15, 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 January 18, 2018
- Proposed Executive Committee/Subcommittees
- Treasurer's Report dated January 31, 2018
- Addendum Data
- Childcare Director's Recommendation and Contract
- Legislative Bill LB 999

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

January 18, 2018

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held on January 18, 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 January 10, 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 January 12, 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, Avery, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Ward, Williams, Woodward, Chang

Voting Members Excused:

Voting Members Absent:

Staff Present: Moon, Franklin, Parker, Benzel, Patton

Also Present: Margaret Hershiser, Koley Jessen P.C.; Kent Rogert, Jensen Rogert; Chris Maxwell, Buffett Early Childhood Institute (BECI); Penny Gildea and Tanja Mitchell, Childcare Keeley Bibins, Parent University

4. **Approval of Minutes.** Chair Chang presented the Council minutes from the November 16, 2017 public meeting of the Council. Motion by Mr. Hager, seconded by Ms. Kelley, to approve the minutes of the Council meeting held on November 16, 2017. Yeas: Anderson, Avery, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Ward, Williams, Woodward, Chang. Abstain: None. Nays: None. **Motion carried.**

5. **Reports**

- a) Chair - Chair Chang reported on the meetings she had attended and explained the Subcommittee Interest form.

b) Treasurer

- i. Motion by Mr. Hager, seconded by Mr. Avery, to accept Treasurer's Reports dated November 30, 2017 and December 31, 2017. Discussion took place. Yeas: Anderson, Avery, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**
- ii. Motion by Ms. Hager, seconded by Ms. Anderson, to accept First Quarter Budget to Actual Report. Yeas: Anderson, Avery, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**

- c) Chief Executive Officer –Mr. Patton discussed the meetings he had attended. He explained the CAP evaluation has been delayed.
- d) Council Member / Achievement Subcouncil Reports - No Report
- e) Legal Counsel – No Report

6. Elections of officers

Chair Chang appointed Mr. Patton election official to conduct the officer elections. Mr. Patton appointed Margaret Hershiser as teller to assist in the casting and tabulation of ballots. Mr. Patton, as election official, opened the floor for nominations for the position of Chair of the Coordinating Council. Mr. Avery nominated Chair Chang for the position of Chair of the Coordinating Council. No further nominations were received, and nominations were closed after three calls for nominations. Chair Chang was confirmed by majority roll call vote as Chair of the Coordinating Council.

Mr. Patton opened the floor for nominations for the position of Vice Chair of the Coordinating Council. Mr. Hager nominated Ms. Kelley for the position of Vice Chair of the Coordinating Council. No further nominations were received and nominations were closed after three calls for nominations. Ms. Kelley was confirmed by majority roll call vote as Vice Chair of the Coordinating Council.

Mr. Patton opened the floor for nominations for the position of Secretary of the Coordinating Council. Mr. Hager nominated Nancy Jacobson for the position of Secretary of the Coordinating Council. No further nominations were received and nominations were closed after three calls for nominations. Ms. Jacobson was confirmed by majority roll call vote as Secretary of the Coordinating Council.

Mr. Patton opened the floor for nominations for the position of Treasurer of the Coordinating Council. Mr. Hager nominated Ms. Hahn for the position of Treasurer of the Coordinating Council. No further nominations were received and nominations were closed after three calls for nominations. Ms. Hahn was confirmed by majority roll call vote as Treasurer of the Coordinating Council.

Ms. Chang, Ms. Kelley, Ms. Jacobson and Ms. Hahn assumed the respective offices to which they had been elected.

- 7. Public Comments – None
- 8. Community Achievement Plan (CAP) – No Report
- 9. Superintendents' Plan for Early Childhood Education – Chris Maxwell provided a presentation.
- 10. Learning Community Center of South Omaha Update – Ms. Franklin provided a report.
- 11. Learning Community Center of North Omaha Update – Ms. Franklin and Ms. Parker provided a report. Keeley Bibins provided a presentation of the benefits of Parent University. Discussion took place. Penny Gildea and Anga Mitchell provided a presentation on the Childcare Director program. Discussion took place. A handout was provided.
- 12. Subcommittee Reports
 - a) Budget, Finance & Audit Subcommittee – No Report.
 - b) Legislative Subcommittee
 - i. Presentation was provided on the Recommended Legislative positions by the Legislative Chair and Kent Rogert. Motion by Mr. Hartnett, seconded by Ms. Anderson, to approve the following Legislative positions:

Monitor carried over: LC22, LB23, LB103, LB127, LB240, LB246, LB248, LB326, LB327, LB377, LB484, LB512, LB521, LB540, LB554, LB575

Monitor: LB103, LB803, LB877, LB880, LB997, LB1110, LB1128, LR270CA

Support: LB779, LB1081 (if amendment for reflect changes to the CAP),

Oppose: LB1033

Discussion took place. Two handouts were provided. Yeas: Anderson, Avery, Hager, Hahn, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward.
Motion carried.

13. New Business – None

14. Unfinished Business - None

15. Next Council Meeting –

- February 15, 2018, Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

16. Adjournment – Motion Mr. Hager, seconded by Mr. Hartnett, to adjourn at 8:04 p.m. Unanimous approval. **Motion carried.**

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

- LCCC Minutes dated November 16, 2017
- Subcommittee Interest Indicator Summary
- Treasurer's Report dated November 30 and December 31, 2017
- First Quarter Budget to Actual Report 2017/2018
- Officer Election Procedures Summary

Nancy Jacobson, Secretary



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES COUNCIL MEMBER ASSIGNMENTS – 2018

EXECUTIVE COMMITTEE		BUDGET, FINANCE AND AUDIT		LEGISLATION		ELEMENTARY LEARNING AND DIVERSITY	
SUBCOUNCIL	NAME	SUBCOUNCIL	NAME	SUBCOUNCIL	NAME	SUBCOUNCIL	NAME
3	Lorraine Chang – Chair	2	Carol Hahn – Chair	6	Mike Avery – Chair	4	Susan Kelley – Chair
4	Susan Kelley – Vice Chair	1	Jeanne Anderson	1	Jeanne Anderson	1	Nancy Jacobson – Vice Chair
1	Nancy Jacobson – Secretary	3	Jack Heidel	2	Cornelius Williams	2	Carol Hahn
2	Carol Hahn – Treasurer	4	Allen Hager – Vice Chair	3	Lorraine Chang	3	Jack Heidel
6	Mike Avery – Legislative Chair	5	Tonya Ward	4	Allen Hager	5	Paul Hartnett
5	Paul Hartnett – Subcouncil 5	6	Jill Woodward	5	Paul Hartnett – Vice Chair	6	Jill Woodward

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

January 31, 2017

Trans Description	Credit Amt	Date	Reference
Base Flex Account	\$ 75.00	1/2/2018	DC
Sprint Corporation	\$ 301.97	1/2/2018	DC
Base Flex Account	\$ 360.00	1/3/2018	DC
Amazon.com	\$ 99.00	1/3/2018	DC
Buffett Early Childhood Instit	\$ 31,166.66	1/4/2018	3512
UNMC	\$ 32,076.75	1/4/2018	3513
Blue Cross Blue Shield of Nebr	\$ 9,223.85	1/4/2018	2822
Buffett Early Childhood Instit	\$ 112,513.50	1/4/2018	2823
C & A Industries - Celebrity S	\$ 2,772.00	1/4/2018	2824
Omaha Public Library	\$ 2,944.39	1/4/2018	2825
Father Flanagan's Boys' Home	\$ 5,000.00	1/4/2018	2826
Lutheran Family Services	\$ 33,790.82	1/4/2018	2827
One World Community Health Cen	\$ 186,512.32	1/4/2018	2828
TAPS	\$ 3,769.60	1/4/2018	2829
Stamps.com	\$ 56.95	1/4/2018	DC
Lund Company	\$ 50,039.22	1/4/2018	1112
Amazon.com	\$ 31.99	1/8/2018	DC
Amazon.com	\$ 37.98	1/8/2018	DC
Base Flex Account	\$ 430.91	1/9/2018	DC
Amazon.com	\$ 19.99	1/9/2018	DC
Abundant Life Counseling, L.L.	\$ 1,690.50	1/11/2018	2830
All Makes Office Equipment Co.	\$ 157.50	1/11/2018	2831
Avilla, Michelle	\$ 200.00	1/11/2018	2832
Base	\$ 37.50	1/11/2018	2833
Bowden, Marquita	\$ 300.00	1/11/2018	2834
C & A Industries - Celebrity S	\$ 594.00	1/11/2018	2835
Colonial Life	\$ 921.00	1/11/2018	2836
Envisage Creative Group	\$ 24.95	1/11/2018	2837
Control Yours	\$ 175.00	1/11/2018	2838
Culligan of Omaha	\$ 90.25	1/11/2018	2839
Fitch, April Lynette	\$ 200.00	1/11/2018	2840
Happy Cab	\$ 390.04	1/11/2018	2841
PAUL D. HARTNETT	\$ 103.79	1/11/2018	2842
JTECH Communications	\$ 104.07	1/11/2018	2843
Konica Minolta Business Soluti	\$ 809.39	1/11/2018	2844
Konica Minolta Business Soluti	\$ 272.79	1/11/2018	2845
Lakeshore Learning Materials	\$ 401.33	1/11/2018	2846
Nanonation, Inc.	\$ 400.00	1/11/2018	2847
One Source The Background Chec	\$ 103.00	1/11/2018	2848
Phi Delta Kappa, Chapter #0116	\$ 210.00	1/11/2018	2849
Regal Awards & Advertising Spe	\$ 37.50	1/11/2018	2850
Roman Marble Products	\$ 221.31	1/11/2018	2851
Pay-LESS Office Products, Inc.	\$ 1,779.64	1/11/2018	2852
Walters, Larry	\$ 800.00	1/11/2018	2853
Get N Go	\$ 300.00	1/11/2018	DC
Paychex deduction for direct deposits	\$ 41,807.64	1/12/2018	12/2017 Payroll
Paychex deduction for payroll taxes	\$ 19,387.38	1/12/2018	12/2017 Payroll
PAYCHEX	\$ 412.44	1/12/2018	DC
Base Flex Account	\$ 75.00	1/16/2018	DC
Sergeant Peffers Italian Cafe	\$ 90.85	1/16/2018	DC
United States Postal Service	\$ 100.00	1/16/2018	DC
Principal Financial Retirement	\$ 19,136.97	1/17/2018	DC
Control Yours	\$ 175.00	1/17/2018	2854
The Daily Record	\$ 17.30	1/17/2018	2855
Graphic Technologies	\$ 87.50	1/17/2018	2856
HyVee	\$ 1,134.05	1/17/2018	2857
Koley Jessen	\$ 399.00	1/17/2018	2858
Lion's Gate Security Solutions	\$ 1,897.60	1/17/2018	2859

LEARNING COMM OF DOUGLAS SARPY COUNTY**Treasurer's Report****January 31, 2017**

Trans Description	Credit Amt	Date	Reference
Madison National Life	\$ 467.39	1/17/2018	2860
The Prevention Group	\$ 350.00	1/17/2018	2861
Scantron Corporation	\$ 1,240.00	1/17/2018	2862
TAPS	\$ 364.80	1/17/2018	2863
Lion's Gate Security Solutions	\$ 1,956.00	1/17/2018	2864
Omaha World Herald	\$ 1,975.00	1/17/2018	2865
Surreal Media Lab, LLC	\$ 4,450.00	1/17/2018	2866
Bellevue Public Schools	\$ 228,577.82	1/17/2018	2867
Completely KIDS	\$ 20,400.00	1/17/2018	2868
Douglas County West School Dis	\$ 91,930.15	1/17/2018	2869
Elkhorn Public Schools	\$ 12,836.44	1/17/2018	2870
Millard Public Schools	\$ 240,864.30	1/17/2018	2871
Papillion La Vista Community S	\$ 59,090.58	1/17/2018	2872
Ralston Public Schools	\$ 88,092.22	1/17/2018	2873
Springfield Platteview Communi	\$ 2,575.00	1/17/2018	2874
Westside Community Schools Dis	\$ 99,278.06	1/17/2018	2875
HELP Foundation of Omaha	\$ 10,501.63	1/17/2018	1113
Blue Cross Blue Shield of Nebr	\$ 9,223.85	1/18/2018	2876
Get N Go	\$ 300.00	1/18/2018	DC
Literacy Center of the Midland	\$ 3,971.00	1/19/2018	2877
American Airlines	\$ 69.18	1/19/2018	DC
American Airlines	\$ 245.49	1/19/2018	DC
American Airlines	\$ 69.18	1/19/2018	DC
American Airlines	\$ 69.18	1/19/2018	DC
American Airlines	\$ 73.76	1/19/2018	DC
American Airlines	\$ 245.49	1/19/2018	DC
American Airlines	\$ 245.49	1/19/2018	DC
American Airlines	\$ 363.49	1/19/2018	DC
Amazon.com	\$ 41.80	1/23/2018	DC
Amazon.com	\$ 8.99	1/24/2018	DC
Get N Go	\$ 300.00	1/25/2018	DC
Stamps.com	\$ 15.99	1/26/2018	DC
Sergeant Peffers Italian Cafe	\$ 112.80	1/31/2018	DC
PAYCHEX	\$ 166.00	1/31/2018	DC
Total December Expenditures	\$ 1,446,738.27		

1612 North 24th Street
Omaha, Nebraska 68110
Phone: 402.964.2405

Chief Executive Officer
David Patton

COORDINATING COUNCIL OFFICERS

Chair
Lorraine Chang

Vice Chair
Mike Avery

Secretary
Nancy Jacobson

Treasurer
Allen Hager

COUNCIL MEMBERS

Achievement Subcouncil 1
Jeanne Anderson
Nancy Jacobson

Achievement Subcouncil 2
Dr. Cornelius Williams
Carol Hahn

Achievement Subcouncil 3
Lorraine Chang
Jack Heidel

Achievement Subcouncil 4
Allen Hager
Susan Kelley

Achievement Subcouncil 5
Paul Hartnett
Tonya Ward

Achievement Subcouncil 6
Mike Avery
Jill Woodward

MISSION

Together with school districts and community organizations as partners, we demonstrate, share and implement more effective practices to measurably improve educational outcomes for children and families in poverty.

VISION

That all children within the Learning Community achieve academic success without regard to social or economic circumstance.

LearningCommunityDS.org

January 25, 2018

Dear Education Committee Members,

The enclosed addendum completes the Learning Community of Douglas and Sarpy Counties annual report to this committee as required under Nebraska statute. As you heard in testimony related to LB 779, we simply don't have enough time to process and analyze the data due to the late release of student identifiable academic information and the breadth of data involved.

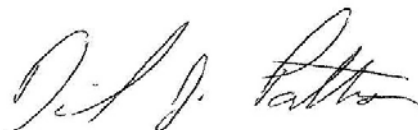
We appreciate your patience in sharing evaluation results that speak directly to the Learning Community mission which drives our continuous improvement process.

Together with school districts and community organizations as partners, we demonstrate, share and implement more effective practices to measurably improve educational outcomes for children and families in poverty.

Please allow me to proudly share a highlight from our most established program serving Latino families in South Omaha. These parents are eager to learn English, better navigate our educational system and fully support the success of their children in school. For the third year in a row, South Omaha third graders from families in our Learning Community Center of South Omaha program have higher attendance and proficiency rates than the overall district average and higher than comparable students at the state level.

I would be happy to visit with the committee or individual members to explore any questions you may have. We are committed to the long-term outcomes and opportunities that make our children, families and communities stronger.

Sincerely,



David Patton
Learning Community of Douglas and Sarpy Counties
Chief Executive Officer

Learning Community Center of South Omaha

Family Learning

DEMOGRAPHICS

Data was obtained from Omaha Public Schools on a sample of school-age students (N=130) whose parents had participated in programming at the Learning Community Center of South Omaha. For the sample, 54% of the parents had attended programming for at least one year with 45% attending for at least two years and 1% attending for three years. Of the students in the sample, 98% qualified for free/reduced lunch status.

STUDENT OUTCOMES

WHAT WAS THE IMPACT ON SCHOOL ATTENDANCE AND PERFORMANCE?

METHOD. Attendance data and assessment scores were provided on the subset of students by OPS. Assessment scores on the Nebraska State Assessments (English Language Arts and Mathematics) and the NWEA-MAP (reading and math) were reported.

ATTENDANCE RESULTS

Students of parents in the program had high rates of school attendance with 74% of the school-age sample missing fewer than 10 days of. Attendance data is similar to last year (2015-16) with 75% of the students missing fewer than 10 days of school. Students attended 95% of the days school was in session compared to the statewide attendance rate of 94.59% (Nebraska Educational Profile, 2018). Average number of days attended was 163.43 and average number of days absent was 7.50.

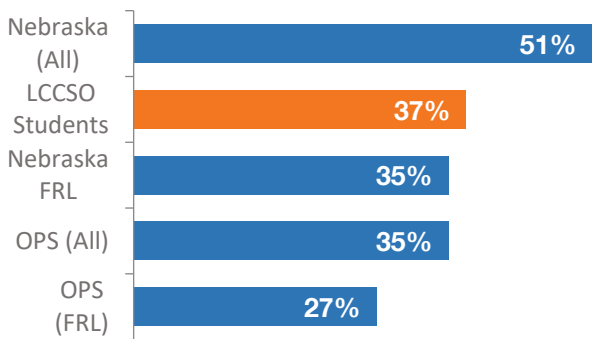
For the third year in a row, students with parents participating in the program demonstrated higher attendance and proficiency rates. Their scores exceeded comparable students at the district and state level.

ACADEMIC ACHIEVEMENT OUTCOMES

For NeSA data, the English Language Arts (ELA) and Math assessment was new for 2016-17 school year, therefore, the data are reflective of baseline performance. Statewide, 51% of all students met the proficiency standards. The statewide proficiency rate for students qualifying for FRL was 35% (NEP, 2018).

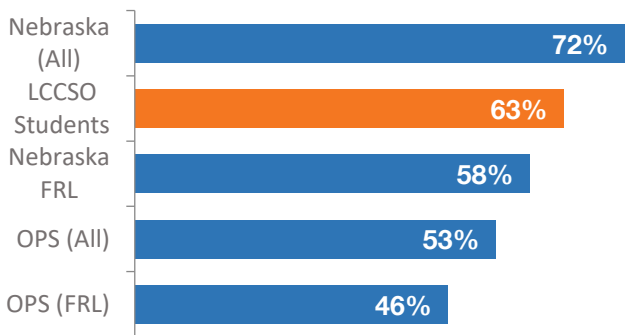
ON THE STATEWIDE ENGLISH LANGUAGE ARTS (ELA) ASSESSMENT, LCCSO STUDENTS HAD A HIGHER PROFICIENCY RATE THAN MULTIPLE SUBGROUPS.

37% of the students whose parents participated in LCCSO programming (n=27) were proficient in ELA compared to 35% district-wide for all students and 27% for students qualifying for FRL.



LCCSO STUDENTS OUTPERFORMED MULTIPLE SUBGROUPS ON THE STATEWIDE MATHEMATICS ASSESSMENT (NESA-M).

63% of students with parents who attended LCCSO programming met proficiency criteria in Math (NeSA-M), which was higher than the district proficiency rate (53%), the district FRL proficiency rate (46%) and the statewide FRL lunch proficiency rate (58%).



LCCSO students remained below the statewide proficiency rate of 72%. The comparisons to the FRL status proficiency rates are important as all of the LCCSO students in this sample qualified for FRL. It is worth noting these students had higher proficiency rates than both the statewide and district FRL proficiency rates.

While the sample size is small (N=27), this is the third-year students had higher proficiency rates than the overall district proficiency rates for both the language and mathematics assessments.

NWEA-MAP

For the students with fall and spring MAP scores (N=41), 67% ended the school year scoring above the 16th national percentile rank (beginning of the average range) for both mathematics (74%) and reading (69%). The average percentile ranks for reading moved from the 39th (fall) to 40th (spring) and for math 41st (fall) to 40th (spring). In addition, over half of the students either maintained or improved their national percentile rank by the end of the year (54% maintained/improved in math and 58% maintained/improved in reading).

SUMMARY

Students had high rates of attendance, had higher proficiency rates on the ELA and NeSA-M than the district proficiency rates and had higher proficiency rates than the statewide FRL proficiency rates for ELA and NeSA-M. Moreover, this is the third year of strong academic results demonstrated by students whose parents participated in programming at LCCSO.

School District Pilot Programs

Extended Learning

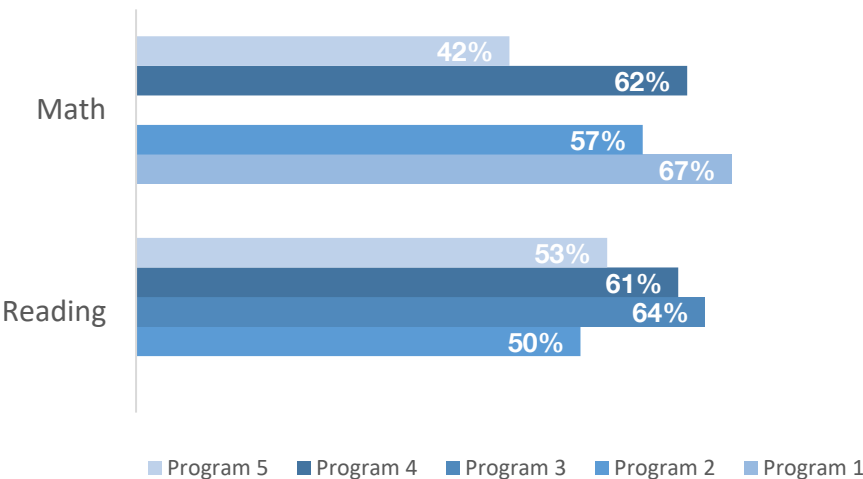
DEMOGRAPHICS

A total of 424 students were served through extended learning programming across five sites. Of the students participating in the extended learning programs, 53% qualified for free/reduced lunch status.

STUDENT OUTCOMES

Districts involved in the extended learning programs use different measures to assess and monitor student progress. In addition, the goal for districts with summer programming is to reduce/eliminate summer learning loss while the goal for the district with a school year program is to close the gap for students scoring below expectations. For student outcome data, the evaluation focused on students who maintained or gained skills during each respective extended learning program. For programs using multiple measures, student maintenance or gain was assessed based on their performance across the majority of measurement tools.

EXTENDED LEARNING PROGRAMS VARIED IN THE PERCENTAGE OF STUDENTS MAINTAINING OR IMPROVING ACADEMIC SKILLS.



For the programs with reading as a component, at least 50% of the students in each program either maintained or improved their achievement levels. For programs with a math component, the range of students improving or maintaining their achievement was from 42%-67%.

Instructional Coaching

DEMOGRAPHICS

In 2016-17, 24 schools, approximately 555 teachers and potentially 9,238 students were served across the four participating districts. Instructional coaches worked in buildings with FRL rates ranging from 44%-92%. All the schools funded by the Learning Community for instructional coaching were elementary buildings. Three districts provided coaching to all teachers, including special education staff, in their buildings. One district focused primarily on providing literacy coaching to teachers.

STUDENT OUTCOMES

Did instructional coaching impact student outcomes?

METHOD. Change in student scores and impact is best interpreted as a secondary effect and outcome of instructional coaching. Time may be necessary for the full impact of coaching to be observable in student learning. Also, instructional coaching is embedded into current district instructional practices and curriculum choices. **The impact on student scores is cumulative and in combination with other district practices. Without a control group comparison, the student outcome data is a result of all things that a district may be implementing.** Additionally, how coaches work varies depending on the needs, experience levels and attitudes of teachers and groups of teachers.

Data collected for student outcomes include the NeSA-ELA and NeSA-Math scores, MAP achievement scores (fall to spring) and other data the districts deemed necessary to explore. Some of the information collected through focus groups, interviews and surveys indicated that these measures may not be sufficient in capturing the entire picture of student change and growth. For example, one district has seen tremendous gains in reading skills of kindergarten students but that is not captured with the scores in this addendum.

One further caveat, if student scores are already high, less growth would be expected. It is important to realize that mean standard scores and proficiency rates must also be taken into account when examining student data. Additionally, this was the first year the statewide ELA assessment was used and all data should be considered baseline.

DISTRICT A. NWEA-MAP reading data showed average growth on the RIT scores (172.74 to 184.60) of 11.86 points. However, the number of students performing above the 16th percentile remained constant (74% above). For students in grades 3 and above, 33.7% scored in the proficient range on the statewide ELA assessment.

DISTRICT B. Statewide assessment scores for this district's buildings with instructional coaches showed 57% of the students as scoring proficient on the NeSA-ELA and 68% proficient on the NeSA-M.

DISTRICT C. Student achievement was measured from fall to spring using NWEA-MAP data. Average growth for reading scores was 10.39 RIT points with 84% scoring above the 16th percentile on the spring assessment. Average RTI score growth for mathematics was 13.46 points. The proficiency rate for the statewide ELA assessment was 40% and 64% for NeSA-M.

DISTRICT D. Student growth was measured by improvement on NWEA-MAP RIT score from fall to spring. For reading, RIT scores improved by an average of 10.92 while for math the RIT scores improved an average of 14.45 points. On the Nebraska statewide assessments, 40% scored in the proficient range on the ELA while 67% were proficient on NeSA-M.

MEMORANDUM

To: Members of the Learning Community Coordinating Council

From: Renee Franklin, Executive Director, Elementary Learning Centers

Date: February 2018

RE: Nebraska Early Childcare Collaborative Agreement

Requested Action: Renew Contract
Type of Contract: Cost Reimbursable
Terms: September 2018-August 2020: \$240,000
Partner: Nebraska Early Childhood Collaborative

Overview

The Childcare Director Training program is one of the priority programming components at the Learning Community Center of North Omaha. For the past two years, the Learning Community partnered with the Nebraska Early Childhood Program to design and implement a training program for up to 15 childcare directors. The program focused on strengthening the skills of the directors and effective ways to train their staff, provide staff coaching and “catching their staff” implement the targeted concepts in the classroom. Directors were supported by a professional coach who helped them apply what they learned in professional development. This is the second year of a two year program and impacts as many as 777 children. The proposed agreement will allow the two year program to be offered to 12 new childcare directors beginning in September 2018. Recruitment is scheduled to begin this spring.

Supporting Detail

The Nebraska legislature implemented a Step Up to Quality program to improve early care and education quality. As part of the initiative, childcare centers enrolled in the program will have direct access to training and coaching. However, this opportunity is only available to centers who have completed the first two steps of the program. The childcare director training program is designed to help the Center Directors complete the first two steps.

Current Results

The most recent evaluation results included improvement across all areas of the Classroom Assessment Scoring System (CLASS) with most improvements in Classroom Organization and Emotional Support. http://learningcommunityds.org/files/9915/0938/3380/Evaluation-Report-to-the-Education-Committee-2016_2017.pdf

Budget

The recommended agreement is up to \$240,000 for FY 2018/2019 and FY 2019/2020. This is slightly less than the original agreement. The dollars are budgeted in Subcouncil 2.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES
NEBRASKA EARLY CHILDHOOD COLLABORATIVE

LEARNING COMMUNITY AGREEMENT

THIS AGREEMENT ("Agreement") is entered into effective as of September 1, 2018 ("Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (the "Learning Community"); Penny Gildea, an individual ("Gildea"); and Nebraska Early Childhood Collaborative, LLC, a Nebraska limited liability company ("NECC"). (Gildea, NECC and the Learning Community are occasionally referred to herein as "Parties" collectively and "Party" individually.)

RECITALS

WHEREAS, the Parties have previously partnered together with respect to a training project known as the Child Care Director Training Project which was designed to provide intensive support for directors of certain childcare providers through placement of certain trained personnel to support effective teaching at designated community-based child care programs (the "Program");

WHEREAS, Directors from eleven early childhood/child care programs (the "Identified Child Care Directors") serving the catchment areas of Kellom Elementary School, Conestoga Elementary School, and other elementary schools directly supported by the Learning Community Center of North Omaha (collectively, the "Targeted Catchment Area") participated in the Program;

WHEREAS, due to the success of the Program, the Parties wish to continue the Program on the terms and conditions of this Agreement; and

WHEREAS, the Parties are committed to providing resources as set forth in this Agreement and to the joint participation in the planning of the use of those resources in the implementation of the Program as set forth in this Agreement.

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

1. Services of the Parties

a. *The Child Care Director Training Project.* A description of the Program is attached hereto, and incorporated herein by this reference, as Exhibit "A". Participation of each Identified Child Care Director in the Program is subject to the childcare program of each Identified Child Care Director satisfying eligibility criteria contained in Exhibit A as well as each Identified Child Care Director executing a waiver and release in a form presented by the Learning Community. In the event an Identified Child Care Director's particular childcare program fails to maintain satisfaction of such criteria, NECC shall immediately notify the Learning Community, and options will be pursued to either bring the childcare program into compliance or a replacement childcare program will be identified for inclusion in the Program pursuant to the terms of this Agreement.

b. *Master Coach / Director's Learning Community.* In accordance with the arrangement between NECC and Gildea, Gildea shall serve as the Master Coach of the Program. In such capacity, Gildea shall be responsible for implementation of the

program design including, without limitation, supervising and coordinating the provision of services by the coaches engaged by NECC to provide coaching services to the Identified Child Care Directors ("Early Childhood Coaches") as well as providing the Identified Child Care Directors with the opportunity to participate in a learning group/community (the "Director's Learning Community"). The Director's Learning Community will be organized and administered by Gildea using a professional learning community model. Participating directors will meet at least once every two weeks in ninety-minute sessions for purposes of collaborating in small groups that encourage dialogue in a safe and private environment. Gildea will provide information, training, and technical support to the directors participating in the Director's Learning Community on the processes and procedures related to the Classroom Assessment Scoring System ("CLASS"), the My Teacher Partner Model ("MTP"), Nebraska's quality rating and improvement systems ("QRIS"), and current research on effective early childhood practices.

c. *Administrative Support / Staffing.* NECC shall provide administrative support for the Program, which includes, without limitation, engagement of the Early Childhood Coaches, managing compensation structures and payments, and such other administrative tasks as requested by Learning Community from time to time.

2. Funding Requirements, Costs, and Payments.

a. NECC agrees that it is responsible for all employment costs and consulting costs incurred concerning the staff described in Section 1.b. and 1.c. above (subject to reimbursements described below). The Parties expressly agree that the Learning Community's financial commitment is limited to the terms expressed herein.

b. NECC agrees that the funding it receives from the Learning Community to expend on services, staff, materials and programming for the Identified Child Care Directors shall target the specific student population to be served in the Targeted Catchment Area.

c. NECC shall be responsible for establishing and maintaining adequate financial records for the Program, which shall include a systematic accounting of the receipt and disbursement of the funds provided or to be provided by the Learning Community pursuant to Section 5.a. NECC shall also retain original substantiating documents related to specific expenditures. The records and documents described in this Section shall be compiled in a report by NECC which shall be made available for review by the Learning Community or its designated representatives within thirty (30) days of the natural conclusion of the Initial Term or Extended Term, as applicable, as defined below, or within thirty (30) days of the termination of this Agreement for any reason prior to the natural conclusion of the Initial Term or Extended Term, as applicable.

d. The Learning Community shall provide funding for the specified purposes as detailed in the budget set forth on Exhibit B attached hereto.

3. Operational Considerations:

a. Gildea, with the assistance and collaboration of NECC and Learning Community, shall deploy the individuals in the jobs described in Section 1.b and 1.c. above; provided however, that NECC shall have final authority on the selection, hiring,

retention, and termination of such individuals; and provided further that if Gildea ceases serving in the position of Master Coach, the Learning Community shall cause its Early Learning Centers Executive Director to replace Gildea as the Master Coach of the Program.

b. Authority for the appraisal and management of Gildea and staff in the employ of NECC or consulting with NECC shall rest with NECC; provided however, that NECC shall seek the input of the Learning Community in the appraisal and/or termination of Gildea and/or said staff.

c. The Parties shall collaborate on obtaining data needed to appropriately evaluate the progress of the Identified Child Care Directors.

d. The Parties agree to collaborate as necessary to seek additional federal, state or other funding that may support or expand the community partnership as a whole.

4. Term and Termination.

a. The initial term of this Agreement shall commence on September 1, 2018 and shall continue until August 31, 2019, unless earlier terminated as provided in this Agreement (the "Initial Term"). Unless any Party provides written notice to the other Parties of its intent to allow this Agreement to expire at least thirty (30) days in advance of the natural conclusion of the Initial Term, this Agreement shall automatically renew for an additional term covering the period of September 1, 2019 through August 31, 2020, subject to earlier termination as provided in this Agreement (the "Extended Term").

b. This Agreement may be terminated prior to the natural conclusion of the Initial Term or the Extended Term, as applicable, by mutual agreement of the Parties or unilaterally by any Party, with or without cause, by giving sixty (60) days written notice to the other Parties of its election to terminate. Upon early termination of the Agreement, NECC shall be entitled to retain all Learning Community payments received or to be received to pay NECC, as applicable, for employment costs, services, and other expenditures to the extent reasonably incurred by or on behalf of NECC in the performance of the services related to the Program on or before the effective date of the termination of the Agreement. Subject to NECC's provision of the report described in Section 2.c, the Learning Community will pay to NECC, upon termination, any additional amounts necessary to reimburse NECC for any costs reasonably incurred by or on behalf of NECC in the performance of the services related to the Program to the date of termination that are to be paid from Learning Community funds under the provisions of Section 2.d that have not been previously paid. In the event, at the date of termination, NECC has received funds from the Learning Community for costs not incurred and/or services not provided by NECC or on its behalf on or before the effective date of the termination of the Agreement, NECC will refund such excess amount to the Learning Community. The provisions regarding payment and repayment of Learning Community funds in this Section 4.b. shall survive termination or expiration of this Agreement.

5. Program Funding.

a. With respect to services to be provided during the Initial Term, Learning Community shall provide NECC with funding for the services performed and costs incurred, by NECC or on NECC's behalf, related to the Program in a total amount(s)

identified on Exhibit B or such lesser amount(s), as applicable, in the event of an early termination of the Program (the "Program Amount"), which Program Amount shall be funded in three (3) installments over the course of the Initial Term, as set forth below. Funding for the Extended Term is subject to extension of this Agreement and final approval of the Learning Community of an updated budget (which may include Carryover Funds, as defined below) for the Extended Term no later than the natural conclusion of the Initial Term (the "Extended Term Budget"). As applicable, the Program Amount for the Extended Term is anticipated to be funded in three (3) installments with respect to the Program, over the course of the Extended Term, as set forth below.

50% of the Program Amount, will be remitted on or before October 1 of the Initial Term and Extended Term, as applicable;

30% of the Program Amount, will be remitted on or before May 1 of the Initial Term and Extended Term, as applicable; and

20% of the Program Amount, which represents the final installment payment, will be remitted subsequent to the conclusion of the Initial Term and Extended Term, as applicable, and submission and approval of the final report as described herein.

Upon the termination of the Program or expiration of the Initial Term / Extended Term, whichever occurs first, NECC shall submit its final report to Learning Community pursuant to Section 2.c. herein. The final report shall include an invoice for Program services provided during the Initial Term or Extended Term, as applicable, which invoice shall set forth an itemized listing of expenses actually incurred by or on behalf of NECC in the performance of the services related to the Program and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. Learning Community shall, after review and approval of the invoice submitted by NECC pursuant to this subsection, remit the final installment payment to NECC within 30 days after receipt of the final report; provided, however, that the amount remitted in the final installment shall not result in the total amount paid to NECC exceeding either the lesser of the budget amounts reflected on Exhibit B or the total amount of Program expenses actually incurred by or on behalf of NECC in the performance of the services related to the Program. If, at the conclusion of the Initial Term or Extended Term, as applicable, upon receipt and review of the final report, Learning Community has, after application of all remittances made pursuant to this Section 5.a, made payments to NECC which exceed the total amount of Program expenses actually incurred by or on behalf of NECC, NECC shall refund to Learning Community the amount by which the total remittances made by Learning Community exceed total expenses actually incurred. Notwithstanding anything in this Section to the contrary, and subject to an extension of this Agreement for the Extended Term, in the event NECC did not incur costs and expenses related to the Program equaling the Initial Term Program Amount during the Initial Term, NECC shall be allowed to account for this unincurred amount in the Extended Term (the "Carryover Funds"). Subject to the addition of any Carryover Funds, the Extended Term Budget is anticipated to be substantially consistent with Exhibit B.

b. The amount(s) to be paid by Learning Community as provided under Section 5.a shall constitute the entire amount of funding by Learning Community for the Program. Learning Community shall not be liable for any further costs, including, but not limited to, such items as overhead, social security, pension, employment compensation,

consulting fees, taxes, additional payments or any other expenses, incurred by or on behalf of NECC in the performance of the services related to the Program.

c. NECC expressly agrees and acknowledges that NECC shall be solely and exclusively responsible for the administrative operations of the Program and for any and all payments to Gildea and any service providers contracted or employed by NECC for services related to the Program. Learning Community shall not be responsible for any payment to Gildea or any such contracted or employed service providers for services related to the Program and NECC specifically acknowledges that Learning Community has no obligation for providing the administrative operations of the Program or for any payments of any kind or nature to any contracted or employed service providers, other than its obligation to reimburse NECC for Program expenses as provided in Section 5.a.

d. Gildea expressly agrees and acknowledges that Gildea shall be solely and exclusively responsible for the day-to-day operations of the Program, and Gildea specifically acknowledges that Learning Community has no obligation for providing the day-to-day operations of the Program.

e. 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 NECC, and/or any service provider contracted or employed by NECC to perform services related to the Program, and/or Gildea has not complied with any material term or condition of this Agreement; (ii) to protect the purposes and objectives of the Program; or (iii) to comply with changes in the requirements of any law or regulation applicable to the Parties or the Program.

f. NECC and Gildea expressly agree and acknowledge that the enactment of legislation by the Nebraska Legislature subsequent to the date of this Agreement which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) may result in the termination of this Agreement by Learning Community in accordance with Section 4.b. herein.

g. In the event that the Program is terminated or suspended for any reason before payment of the Program expenses incurred by or on behalf of NECC in the performance of the services related to the Program, Learning Community will pay to NECC within thirty (30) days of submission by NECC to the Learning Community of an invoice for any unreimbursed Program services provided during the Initial Term or Extended Term, as applicable, and for the costs of terminating any contracts with vendors or other third parties providing services or material for the Program, which invoice shall set forth an itemized listing of expenses actually incurred by or on behalf of NECC in the performance of the services related to the Program, and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice.

6. Data Sharing. The Parties agree that the Learning Community seeks to have measurable data in order to identify whether or not the funds the Learning Community has provided specifically for implementation of the Program and services outlined herein is having a measurable effect on the outcomes the Learning Community anticipates will arise from provision of the same. The Learning Community may contract with a third-party evaluator (the

“Evaluator”), at its cost, to collect and compile data to measure the progress of the community partnership and of the Identified Child Care Directors.

7. Assurances

a. NECC shall assure that all NECC employees and consultants providing services pursuant to this Agreement have the appropriate credentialing or other licenses required by state law.

b. Gildea assures that she has the appropriate credentialing or other licenses required by state law in order to provide services under this Agreement.

c. NECC shall conduct or have had conducted a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check on NECC employees, NECC consultants including, but not limited to Gildea and the Early Childhood Coaches, and NECC volunteers in the provision of services pursuant to this Agreement, and shall not permit the involvement of any such individual who does not pass all checks.

d. Gildea agrees to submit to the criminal background check, national sex offender registry check and the Nebraska Sex Offender Registry check required by Section 7.c.

e. The Parties each assure that all entities with whom either Party contracts to provide services pursuant to this Agreement are licensed to operate and provide services in Nebraska in any circumstance where such licensure is required by law.

f. NECC shall procure and maintain at all times during the Initial Term and Extended Term, as applicable, and, if applicable, shall require that all contracted service providers with whom NECC contracts for the Program procure and maintain at all times during the Initial Term and Extended Term, as applicable, the following minimum types and amounts of insurance:

i. Commercial General Liability Insurance providing coverage to NECC 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. NECC 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;

ii. Sexual Abuse & Molestation coverage with a limit of not less than \$300,000 each occurrence and \$500,000 in the annual aggregate;

iii. Automobile Liability insurance with a combined single limit for bodily injury, death and property damage of not less than \$1,000,000 per accident, which coverage shall apply to all owned, hired and non-owned vehicles used by NECC or NECC's employees, agents, representatives, volunteers in conducting the Program;

iv. Workers' Compensation Insurance covering NECC and its employees for all costs and statutory benefits and liabilities under the Nebraska Workers Compensation Act and any similar laws for its employees, and Employer's Liability Insurance with limits of not less than \$100,000 each employee injury, \$100,000 each employee disease, and \$500,000 policy limit for all accident injury or disease. NECC 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

v. Umbrella / Excess Liability Insurance with limits of not less than \$1,000,000 each occurrence which shall provide additional liability coverage in excess of the Commercial General Liability, Auto Liability and Employer's Liability.

Contemporaneous with the execution of this Agreement, NECC shall provide Learning Community with evidence of such insurance issued on a standard ACORD Certificate of Insurance as will meet all insurance requirements stated in this Agreement. It is the sole responsibility of NECC and any contracted service provider to provide Learning Community with written notice should any required insurance pursuant to this section be cancelled or non-renewed. Failure of NECC or a contracted service provider to provide and maintain all insurance required, or failure to provide written notice, shall not relieve NECC or such contracted service provider of its obligations under this Agreement.

By requiring insurance under this Agreement, Learning Community does not represent that the coverage and limits required will necessarily be adequate to protect NECC or its contracted service providers for all claims or amounts of loss. Such coverage and limits shall not be deemed or construed to be any limitation of NECC's, Gildea's and/or any of NECC's contracted service provider's, liabilities under any indemnification obligations provided to Learning Community under this Agreement.

8. Notice. Any notice required to be given by this Agreement shall be sufficient if communicated in writing and sent by hand delivery or by certified United States Mail, postage prepaid, or by facsimile transmission. Notice shall be given as follows:

If to the Learning Community: Chief Executive Officer
Learning Community of Douglas and Sarpy Counties
1612 North 24th St.
Omaha, NE 68110
FAX: (402) 964-2478

If to NECC: Chief Executive Officer
Nebraska Early Childhood Collaborative, LLC
1111 N. 13th Street, Suite 128
Omaha, NE 68102
FAX: (402) _____

If to Gildea: Penny Gildea
[Street Address]
Omaha, NE **[Zip]**
FAX: (402) _____

or to such other address as a Party hereto may from time to time give notice of to the other Parties in the above manner.

9. Independent Contractor. The Parties hereto are independent contractors in their relationship to one another and are not, by virtue of this Agreement or otherwise, made agents, employees, employers, or joint venturers of one another. No Party shall have any authority to bind another Party hereto.

10. Indemnification. Each Party (each an "Indemnifying Party") covenants and agrees to indemnify and hold harmless the other parties, their Board members, officers, consultants, agents, employees and representatives, and their successors and assigns, individually or collectively, (collectively, the "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 the Indemnifying Party, its Board members, officers, consultants, agents, employees and representatives in administering the services as specified in this Agreement provided, however, that no Party shall be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Indemnified Parties. This Section shall survive any termination or expiration of this Agreement.

11. Non-Discrimination. The Parties 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.

12. Governing Law. This Agreement shall be interpreted according to the law of the State of Nebraska.

13. Citizenship Verification. Each Party 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.

14. Compliance with Applicable Laws. The Parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the provision of the services identified in this Agreement.

15. Waiver. Any waiver by any Party of a breach of any provision of this Agreement by any other Party shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

16. Assignment. This Agreement may not be assigned or transferred by any Party to this Agreement except by written agreement of the other Parties hereto.

17. Entire Agreement. This Agreement, together with the recitals, all exhibits or schedules hereto, as well as any exhibits or schedules to an exhibit hereof, constitutes the entire agreement between the Parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

18. Amendment. This Agreement may only be amended or modified by written agreement of all the Parties hereto. The Parties agree that amendments or modifications to the Program services, activities or budget which do not increase the total Program Amount set forth

in this Agreement may be approved on behalf of Learning Community by Learning Community's Chief Executive Officer or Executive Director.

[Signature page follows]

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: _____
Name: _____
Its: _____

NEBRASKA EARLY CHILDHOOD
COLLABORATIVE, LLC a Nebraska limited liability
company

By: _____
Name: _____
Its: _____

PENNY GILDEA, an individual

By: _____
Name: _____
Its: _____

NEBRASKA EARLY CHILDHOOD COLLABORATIVE AGREEMENT

Exhibit "A"

Learning Community Center of North Omaha:
Childcare Director Training Program Design

(See Attached)

CHILD CARE DIRECTOR TRAINING PROGRAM

2018-2020 PROPOSAL

Presented by
Penny Gildea, Early Childhood Specialist

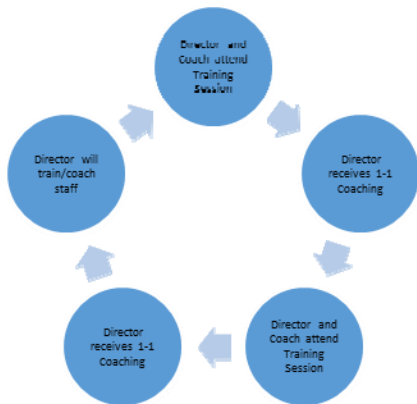
CHILD CARE DIRECTOR TRAINING PROGRAM 2016-2017

PROGRAM DESIGN and SUMMARY of YEAR ONE

The Child Care Director Training Program, a positive, relationship and strength-based approach for early childhood professional development model. Directors, teachers, and coaches use reflective practices as they incorporate the National Center on Quality Teaching and Learning -NCQTL training, CLASS dimensions and domains. The Child Care Director Training Program is based on current, research-based information and positive observations and intentions, as opposed to correcting deficiencies.

To achieve these goals, the Child Care Director Training Program will use and implement the web-based video professional development library which consist of PowerPoint presentations, video clips, handouts for the trainer, staff, and hands on staff development workshops. The web-based training is the National Center on Quality Teaching and Learning (NCQTL) 15-minutes in-service suites. To learn more about this training series go to this link <https://eclkc.ohs.acf.hhs.gov/hslc/tta-system/teaching/docs/15-minutes-user-guide.pdf> The NCQTL website is <https://eclkc.ohs.acf.hhs.gov/hslc/tta-system/teaching/practice/iss-library.html> The NCQTL training crosswalks and compliments the CLASS. The crosswalk document is located on this direct link <https://eclkc.ohs.acf.hhs.gov/hslc/tta-system/teaching/practice/docs/class-crosswalk-legal.pdf>

This program focuses on the strengthening skills of the directors, effective ways to train their staff, provide staff coaching, and ‘catching their staff’ implementing the targeted concepts. Directors, coaches, and staff will use materials from the NCQTL website, reflective coaching conversations, video clips of the director coaching their staff, video clips of the teachers, and follow-up assignments included in the NCQTL. The early childhood coach, assigned to the director, plays a major role in the follow through and implementation of the content presented at the bi-monthly workshops.



The “Child Care Director Training Project” creates professional learning community. The Project is a Train-Coach-Train-Coach-Implement format. For this project, early childhood/child care center directors meet bi-monthly for ninety-minute training sessions to learn new information, share ideas, write action plans, and collaborate in small groups. The team create a safe and confidential adult learning environment. The directors need to trust the coaches, the content, and the process of this project. Directors receive information on the Classroom Assessment Scoring System (CLASS) teaching/assessment tool, effective classroom practices, coaching skills, reflective

supervision, Nebraska Step Up to Quality, and current research related to quality early childhood education. In addition, directors also receive information about ‘getting even better’, coaching their staff, and on-site, hands-on practice using coaching skills. Each director received follow-up coaching sessions directly related to the topic. Directors will start using the NCQTL training modules with their staff, coach their staff on implementation, and use a variety of methods to ‘catch their staff’ using the skills.

Directors, with coaching support, will implement the NCQTL strategies in their own programs and reflect on video clips of their own programs. The directors receive support with an early childhood coach, network with other directors, and a Master Coach facilitator. In addition, directors and providers receive training and technical support related to CLASS, Step Up to Quality, and current research on effective early childhood practices.

A new cadre of child care centers will be recruited for the 2018-2020 “Child Care Director Training Project”. The goal is to have a minimum of 12 early childhood programs. Each child care center director will make a written commitment to participate.

PROGRAM EXPECTED OUTCOMES

The intention of this program is to improve the overall quality of early childhood programs, enhance the skills of the director, use a sustainable professional development system for the teachers and directors, and, most importantly, improve the quality of care and education of the children attending the program. The University of Nebraska Medical Center – Munroe Meyer Institute develops and implements a Logic Model and evaluation of this worthwhile project. Components of the evaluation are:

- TPOT Teaching Preschool Observation Tool – this project will use a modified version of this assessment tool
- Workplace Environment Survey
- CLASS scores (Pre- and Post-scores in year two)
- Director Coaching Staff videos (Pre- and Post each year)
- Anecdotal successes and challenges
- Self-assessments (Pre- and Post)
- Focus groups of 1) directors; 2) classroom teachers; 3) coaches
- Munroe Meyer Institute will submit a full evaluation report

EXPECTATIONS

Early childhood/child care programs:

- Have been in operation for a minimum of one year
- Embraced and adhere to NAEYC’s Code of Ethics and Statement of Commitment
- Signed a Memorandum of Agreement
- Have an on-site director
- Maintain licensing regulations
- Complete the Teacher Enrollment form for each staff member
- Serve children in the attendance areas of Kellom, Conestog, Franklin, Lothrop, Skinner and Minne Lusa.
- Make a commitment to participate in Nebraska’s Step Up to Quality with a goal of achieving step 3 by the end of year two.

Master Coach:

- Recruit early childhood/child care programs to become involved in the “Child Care Director Training Project. An informal needs assessment, and interest survey will be completed as well as starting to **build relationships** with the director and/or owner of the early childhood/child care program
- Facilitate a meeting with the early childhood/child care programs and to collectively develop a professional development plan for two years. The CLASS will continue to be the focus of coaching. A complimentary program – NCQTL (National Center for Quality Teaching and Learning) – will be used to enhance implementing the CLASS
- Work with the early childhood/child care centers to insure each site receives coaching, videotaping, personalized support, and selected resources
- Follow up with each director to insure attendance and participation
- Facilitate meetings/ training sessions two times each month

- Work with directors to become involved in Nebraska's Step Up to Quality
- Implement the "Child Care Director Training Project" utilizing a professional learning community model and the Train-Coach-Train-Coach-Implement
- Manage all components of the "Child Care Director Training Project" (i.e., recruit early childhood/child care programs, secure additional early childhood coaches, manage budget, reports)
- Support Directors of the early childhood/child care programs by providing coaching focusing on staff issues, effective classroom practices, and strategies to guide their staff on implementing the NCQTL and dimensions of CLASS
- Recruit and coach Early Childhood Coaches
- Meet with representatives from Nebraska Step Up to Quality to insure successful collaboration is achieved
- Meet with Jennifer Haggart, the Early Learning Connection of Omaha (ELC) Coordinator to work collaboratively on a plan for the participating centers to attend training sessions offered through the ELC project. The ELC of Omaha offers a variety of early childhood training sessions including all required licensing workshops
- Work collaboratively with University of Nebraska Medical Center – Munroe Meyer Institute to develop a Logic Model and evaluation plan for this project
- Write a comprehensive plan for the 2018-2020 project year
- Complete a summary of all activities

Early Childhood Coaches:

- Participate in the bi-monthly early childhood/child care center director training
- Provide coaching sessions at the early childhood/child care centers, usually 1-2 sessions per month
- Attend required meetings
- Complete coaching data records
- Attend monthly coaching meetings facilitated by the Master Coach

PROJECTED PLANS FOR 2018-2020

A new cadre of child care centers/directors will be recruited for a 2-year commitment to the Child care Director Training Program. The plan:

- Schedule an Orientation to the Child Care Director Training Program
- Follow-up and meet individually with each director
- Directors will sign a Letter of Commitment
- Continue using the NCQTL materials
- Bi-monthly training session
- One topic will be presented each month with an emphasis on depth of knowledge, skill building on working with their staff, enhance their training skills, working with directly their coach
- Directors will participate in coaching sessions – a minimum of 2 per month
- Enhance the use of video taping of the teachers, the directors coaching their staff, the coach providing coaching for the director, successes, and, if comfortable, bring a video to share with the director group
- Coaches and directors will meet at the end of each training session to develop a plan for the next two weeks; coaching logs will be completed

- Coaches continue to keep coaching logs and action plans
- Document attendance
- Evaluation to include anecdotal successes, online coaching time and topics, coaching notes and logs, Early Childhood Work Environment Survey – Short Form (Paula Jorde Bloom); modified TPOT (Teaching Pyramid Observation Tool), Getting Ready Coaching Tool, focus groups, attendance, and photographs

Here is a chart of the projected training topics, coaching, and evaluation:

Month	Activities	Activities	Coaching Activities	Evaluation
April	Schedule an Orientation to the Child Care Director Training Program	Recruit Child Care Centers	No coaching related to recruitment	No evaluations related to recruitment of centers
May	Follow-up with Directors	Follow-up with Directors	No coaching related to recruitment	No evaluations related to recruitment of centers
June	Follow-up with Directors	Follow-up with Directors	No coaching related to recruitment	No evaluations related to recruitment of centers
July	Finalize the group for Child Care Director Training Program	Secure Letters of Commitments	No coaching related to recruitment	No evaluations related to recruitment of centers
Month	First Tuesday Topic	Second Tuesday Topic	Coaching Activities	Evaluation
August	No training	Share Yearly Plan Introductions Colors Training	Coaching sessions Action Plans for year created Coaching plan at end of training session	-Anecdotal Successes -Coaching Action Plans -Data Entry
September	Fostering Connections Part One	Fostering Connections Part Two	Coaches and Directors plan at end of training session Coaching sessions	-Anecdotal Successes -Coaching Action Plans -Data Entry -MMI Baseline data completed
October	Being Aware of Children's Needs	Creating A Caring Community	Coach shares coaching video Coaching sessions	-Director Coaching Video -Anecdotal Successes

Month	Activities	Activities	Coaching Activities	Evaluation
				-Coaching Action Plans -Data Entry
November	Giving Children Responsibilities Part One	Giving Children Responsibilities Part Two	Coach shares coaching video Coaching sessions	-Anecdotal Successes -Coaching Action Plans -Data Entry
December	Following Children's Needs Part One	No training Submit NAEYC PDI proposal	Coaching sessions	-Anecdotal Successes -Coaching Action Plans -Data Entry
January	Classroom Transitions	Schedules and Routines	Director Shares Video Coaching Sessions	-Anecdotal Successes -Coaching Action Plans -Data Entry
February	Materials to Support Learning	Designing Environments	Director Shares Video Coaching Sessions	-Anecdotal Successes -Coaching Action Plans -Data Entry
March	Stating Behavioral Expectations Part One	Stating Behavioral Expectations Part Two	Director Shares Video Coaching Sessions	-Anecdotal Successes -Coaching Action Plans -Data Entry
April	Creating Classroom Rules Part One	Creating Classroom Rules Part Two		- MMI Final Data Collection -Director Coaching Video -Anecdotal Successes -Coaching Action Plans -Data Entry
May	Redirecting Behavior Part One	Redirecting Behavior Part Two	Director Shares Video Director Shares Video Coaching Sessions	-Focus Groups -Anecdotal Successes -Coaching Action Plans -Data Entry
June July August	Specialized topics and dates to meet the needs of the	NAEYC PDI Conference	Coaching Sessions	

Month	Activities	Activities	Coaching Activities	Evaluation
	directors Needs assessment for 2018-2019 Alumni Training Sessions			

Alumni Child Care Directors

The alumni child care center directors (the child care center directors that participated in the 2016-2018 training program) will be invited to participate 3 times throughout 2018-2019. It is the intent to support the directors as they transition out of the Child Care Director Training Program into their leadership roles at the child care programs and to Nebraska Step Up to Quality. The yearly plan is:

August 2018

- Meet with new child care programs
- Share their past successes and their perspective on the Child Care Director Training Program

October 2018

- 3rd Tuesday of the Month
- Training topic generated from needs assessment conducted in June 2018

January 2019

- 3rd Tuesday of the month
- Training topic generated from needs assessment conducted in June 2018

April 2019

- 3rd Tuesday of the month
- Training topic generated from needs assessment conducted in June 2018

Exhibit “B”

Childcare Director Training Program Proposed Budget

	2018-2019	2019-2020
Budget Amount	\$ 140,000.00	\$ 140,000.00
Personnel		
Coach monthly	\$ 58,000.00	\$ 58,000.00
Master Coach	\$ 55,000.00	\$ 55,000.00
Meeting – Training	\$ 500.00	\$ 600.00
Director Meetings	\$ 3,300.00	\$ 3,300.00
Incentives		
CLASS Materials	\$ 250.00	
NAEYC Membership	\$ 1,200.00	\$ 1,200.00
Exchange Subscription	\$ 500.00	\$ 500.00
National Conference	\$ 3,000.00	\$ 3,000.00
Technology for Centers	\$ 1,000.00	\$ 1,000.00
Materials		
Office Supplies	\$ 250.00	\$ 250.00
Copy Work	\$ 1,000.00	\$ 1,000.00
Coaching materials	\$ 300.00	\$ 300.00
Mileage	\$ 500.00	\$ 500.00
Other	\$ 200.00	\$ 350.00
Indirect		
NECC Indirect 10%	\$ 14,000.00	\$ 14,000.00
Totals	\$ 140,000.00	\$ 140,000.00

LEGISLATURE OF NEBRASKA
ONE HUNDRED FIFTH LEGISLATURE
SECOND SESSION

LEGISLATIVE BILL 999

Introduced by Vargas, 7; Wayne, 13.

Read first time January 11, 2018

Committee: Education

- 1 A BILL FOR AN ACT relating to the Student Discipline Act; to amend
- 2 sections 79-256, 79-265, 79-266, 79-267, 79-268, 79-269, 79-271,
- 3 79-272, 79-276, 79-278, 79-282, 79-283, and 79-287, Reissue Revised
- 4 Statutes of Nebraska; to redefine a term; to change provisions
- 5 relating to intent, suspension, expulsion, reassignment, discipline,
- 6 and hearings; to harmonize provisions; and to repeal the original
- 7 sections.
- 8 Be it enacted by the people of the State of Nebraska,

1 Section 1. Section 79-256, Reissue Revised Statutes of Nebraska, is
2 amended to read:

3 79-256 For purposes of the Student Discipline Act, unless the
4 context otherwise requires:

5 (1) Long-term suspension means the exclusion of a student from
6 attendance in all schools within the system for a period exceeding five
7 school days but less than twenty school days;

8 (2) Expulsion means exclusion from attendance in all schools within
9 the system in accordance with section 79-283;

10 (3) Mandatory reassignment means the involuntary transfer of a
11 student to another school ~~in connection with any disciplinary action~~; and

12 (4) Short-term suspension means the exclusion of a student from
13 attendance in all schools within the system for a period not to exceed
14 five school days.

15 Sec. 2. Section 79-265, Reissue Revised Statutes of Nebraska, is
16 amended to read:

17 79-265 (1) The principal may deny any student the right to attend
18 school or to take part in any school function for a period of up to five
19 school days on the following grounds:

20 (a) Conduct constituting grounds for expulsion as set out in the
21 Student Discipline Act; or

22 (b) Any other violation of rules and standards of behavior adopted
23 under the act.

24 (2) Such short-term suspension shall be made only after the
25 principal has made an investigation of the alleged conduct or violation
26 and has determined that such suspension is necessary to help any student,
27 to further school purposes, or to prevent an interference with school
28 purposes.

29 (3) Before such short-term suspension takes effect, the student
30 shall be given oral or written notice of the charges against him or her,
31 an explanation of the evidence the authorities have, and an opportunity

1 to present his or her version.

2 (4) Within twenty-four hours or such additional time as is
3 reasonably necessary, not to exceed forty-eight hours, following such
4 suspension, the principal shall send a written statement to the student
5 and his or her parent or guardian describing the student's conduct,
6 misconduct, or violation of the rule or standard and the reasons for the
7 action taken. The principal shall make a reasonable effort to hold a
8 conference with the parent or guardian before or at the time the student
9 returns to school and shall document such effort in writing.

10 (5) Any student who is suspended pursuant to this section shall ~~may~~
11 be given an opportunity to complete any classwork and homework,
12 including, but not limited to, examinations, missed during the period of
13 suspension. Each public school district shall develop and adopt
14 guidelines concerning the stating the criteria school officials shall use
15 ~~in determining whether and to what extent such~~ opportunity for completion
16 of such classwork and homework which shall not require the student to
17 attend the school district's alternative programs for expelled students
18 ~~will be granted to suspended students~~. The guidelines shall be provided
19 to the student and parent or guardian at the time of suspension.

20 Sec. 3. Section 79-266, Reissue Revised Statutes of Nebraska, is
21 amended to read:

22 79-266 (1) Beginning July 1, 1997, each school district shall have
23 an alternative school, class, or educational program or the procedures of
24 subsection (2) of this section available or in operation for all expelled
25 students.

26 Any two or more school boards or boards of education may join
27 together in providing alternative schools, classes, or educational
28 programs. Any district may by agreement with another district send its
29 suspended or expelled students to any alternative school, class, or
30 educational program already in operation by such other district. An
31 educational program may include, but shall not be limited to,

1 individually prescribed educational and counseling programs or a
2 community-centered classroom with experiences for the student as an
3 observer or aide in governmental functions, as an on-the-job trainee, or
4 as a participant in specialized tutorial experiences. Such programs shall
5 include an individualized learning program to enable the student to
6 continue academic work for credit toward graduation. The State Department
7 of Education shall adopt and promulgate rules and regulations relating to
8 alternative schools, classes, and educational programs.

9 (2) If a district does not provide an alternative school, class, or
10 educational program for expelled students, the district shall follow the
11 procedures in this subsection prior to expelling a student unless the
12 expulsion was required by subsection (4) of section 79-283: A conference
13 shall be called by a school administrator and held to assist the district
14 in the development of a plan with the participation of a parent or legal
15 guardian, the student, a school representative, and a representative of
16 either a community organization with a mission of assisting young people
17 or a representative of an agency involved with juvenile justice. The plan
18 shall be in writing and adopted by a school administrator and presented
19 to the student and the parent or legal guardian. The plan shall (a)
20 specify guidelines and consequences for behaviors which have been
21 identified as preventing the student from achieving the desired benefits
22 from the educational opportunities provided, (b) identify educational
23 objectives that must be achieved in order to receive credits toward
24 graduation, (c) specify the financial resources and community programs
25 available to meet both the educational and behavioral objectives
26 identified, and (d) require the student to attend monthly reviews in
27 order to assess the student's progress toward meeting the specified goals
28 and objectives.

29 (3) A school district that has expelled a student may suspend the
30 enforcement of such expulsion unless the expulsion was required by
31 subsection (4) of section 79-283. The suspension may be for a period not

1 to exceed the length of the expulsion. As a condition of such suspended
2 action, the school district may require participation in a plan pursuant
3 to subsection (2) of this section or assign the student to a school,
4 class, or educational program which the school district deems
5 appropriate.

6 At the conclusion of such suspension period, the school district
7 shall (a) reinstate any student who has satisfactorily participated in a
8 plan pursuant to subsection (2) of this section or the school, class, or
9 educational program to which such student has been assigned and permit
10 the student to return to the school of former attendance or to attend
11 other programs offered by the district or (b) if the student's conduct
12 has been unsatisfactory, enforce the remainder of the expulsion action.

13 If the student is reinstated, the district shall may also take
14 action to expunge the record of the expulsion action.

15 (4) At the conclusion of an expulsion, a school district shall
16 reinstate the student and accept nonduplicative, grade-appropriate
17 credits earned by the student during the term of his or her expulsion
18 from any Nebraska accredited institution or institution accredited by one
19 of the six regional accrediting bodies in the United States.

20 Sec. 4. Section 79-267, Reissue Revised Statutes of Nebraska, is
21 amended to read:

22 79-267 The following student conduct shall constitute grounds for
23 long-term suspension, expulsion, or mandatory reassignment, subject to
24 the procedural provisions of the Student Discipline Act, when such
25 activity occurs on school grounds, in a vehicle owned, leased, or
26 contracted by a school being used for a school purpose or in a vehicle
27 being driven for a school purpose by a school employee or by his or her
28 designee, or at a school-sponsored activity or athletic event:

29 (1) Use of violence, force, coercion, threat, intimidation, or
30 similar conduct in a manner that constitutes a substantial interference
31 with school purposes;

1 (2) Willfully causing or attempting to cause substantial damage to
2 property, stealing or attempting to steal property of substantial value,
3 or repeated damage or theft involving property;

4 (3) Causing or attempting to cause personal injury to a school
5 employee, to a school volunteer, or to any student. Personal injury
6 caused by accident, self-defense, or other action undertaken on the
7 reasonable belief that it was necessary to protect some other person
8 shall not constitute a violation of this subdivision. For purposes of
9 this subdivision, personal injury shall be considered caused by accident
10 when the damage or consequences of the act that caused the injury were
11 unintentional, unforeseen, or unexpected;

12 (4) Threatening or intimidating any student for the purpose of or
13 with the intent of obtaining money or anything of value from such
14 student;

15 (5) Knowingly possessing, handling, or transmitting any object or
16 material that is ordinarily or generally considered a weapon;

17 (6) Engaging in the unlawful knowing possession, selling,
18 dispensing, or use of a controlled substance or an imitation controlled
19 substance, as defined in section 28-401, a substance represented to be a
20 controlled substance, or alcoholic liquor as defined in section 53-103.02
21 or being under the influence of a controlled substance or alcoholic
22 liquor;

23 (7) Public indecency as defined in section 28-806, except that this
24 subdivision shall apply only to students at least twelve years of age but
25 less than nineteen years of age;

26 (8) Engaging in bullying as defined in section 79-2,137;

27 (9) Sexually assaulting or attempting to sexually assault any person
28 if a complaint has been filed by a prosecutor in a court of competent
29 jurisdiction alleging that the student has sexually assaulted or
30 attempted to sexually assault any person, including sexual assaults or
31 attempted sexual assaults which occur off school grounds not at a school

1 function, activity, or event. For purposes of this subdivision, sexual
2 assault means sexual assault in the first degree as defined in section
3 28-319, sexual assault in the second degree as defined in section 28-320,
4 sexual assault of a child in the second or third degree as defined in
5 section 28-320.01, or sexual assault of a child in the first degree as
6 defined in section 28-319.01, as such sections now provide or may
7 hereafter from time to time be amended;

8 (10) Engaging in any other activity forbidden by the laws of the
9 State of Nebraska which activity constitutes a danger to other students
10 or interferes with school purposes; or

11 (11) A repeated violation of any rules and standards validly
12 established pursuant to section 79-262 if such violations constitute a
13 substantial interference with school purposes.

14 It is the intent of the Legislature that alternatives to suspension
15 or expulsion be imposed against a student who is truant, tardy, or
16 otherwise absent from required school activities.

17 Sec. 5. Section 79-268, Reissue Revised Statutes of Nebraska, is
18 amended to read:

19 79-268 If a principal makes a decision to discipline a student by
20 long-term suspension, expulsion, or mandatory reassignment, the following
21 procedures shall be followed:

22 (1) The decision as to the recommended discipline shall be made
23 within two school days after the alleged student misconduct. On the date
24 of the decision, a written charge and a summary of the evidence
25 supporting such charge shall be filed with the superintendent. The school
26 shall, within two school days after the decision, send written notice by
27 registered or certified mail to the student and his or her parent or
28 guardian informing them of the rights established under the Student
29 Discipline Act;

30 (2) Such written notice shall include the following:

31 (a) The rule or standard of conduct allegedly violated and the acts

1 of the student alleged to constitute a cause for long-term suspension,
2 expulsion, or mandatory reassignment, including a summary of the evidence
3 to be presented against the student;

4 (b) The penalty, if any, which the principal has recommended in the
5 charge and any other penalty to which the student may be subject;

6 (c) A statement that, before long-term suspension, expulsion, or
7 mandatory reassignment for disciplinary purposes can be invoked, the
8 student has a right to a hearing, upon request, on the specified charges,
9 and that if the student is suspended pending the outcome of the hearing,
10 the student may complete classwork and homework, including, but not
11 limited to, examinations, missed during the period of suspension pursuant
12 to district guidelines which shall not require the student to attend the
13 school district's alternative programs for expelled students;

14 (d) A description of the hearing procedures provided by the act,
15 along with procedures for appealing any decision rendered at the hearing;

16 (e) A statement that the principal, legal counsel for the school,
17 the student, the student's parent, or the student's representative or
18 guardian has the right (i) to examine the student's academic and
19 disciplinary records and any affidavits to be used at the hearing
20 concerning the alleged misconduct and (ii) to know the identity of the
21 witnesses to appear at the hearing and the substance of their testimony;
22 and

23 (f) A form on which the student, the student's parent, or the
24 student's guardian may request a hearing, to be signed by such parties
25 and delivered to the principal or superintendent in person or by
26 registered or certified mail as prescribed in sections 79-271 and 79-272
27 and provide the address to which the hearing request is to be delivered;
28 and

29 (3) When a notice of intent to discipline a student by long-term
30 suspension, expulsion, or mandatory reassignment is filed with the
31 superintendent, the student may be suspended by the principal until the

1 date the long-term suspension, expulsion, or mandatory reassignment takes
2 effect ~~if no hearing is requested or, if a hearing is requested, the date~~
3 ~~the hearing examiner makes the report of his or her findings and a~~
4 ~~recommendation of the action to be taken to the superintendent,~~ if the
5 principal determines that the student must be suspended immediately to
6 prevent or substantially reduce the risk of (a) interference with an
7 educational function or school purpose or (b) a personal injury to the
8 student himself or herself, other students, school employees, or school
9 volunteers.

10 The Student Discipline Act does not preclude the student or the
11 student's parent, guardian, or representative from discussing and
12 settling the matter with appropriate school personnel prior to the time
13 the long-term suspension, expulsion, or mandatory reassignment takes
14 effect; and hearing stage.

15 (4) For purposes of this section, mandatory reassignment based upon
16 a student's violation of school board or board of education rules,
17 regardless of its implementation date, shall be subject to the procedures
18 of this section.

19 Sec. 6. Section 79-269, Reissue Revised Statutes of Nebraska, is
20 amended to read:

21 79-269 (1) If a hearing is requested within five school days after
22 receipt of the notice as provided in section 79-268, the superintendent
23 shall recommend appointment of ~~appoint~~ a hearing examiner within two days
24 after receipt of the hearing request. The student or the student's parent
25 or guardian may request designation of a hearing officer other than that
26 selected by the superintendent, if notice to the superintendent of this
27 request is given within two days after receipt of the superintendent's
28 recommended appointment. In such cases, appointment of a hearing officer
29 shall be made in the same manner as described in section 79-841. The
30 hearing officer ~~who~~ shall, within two school days after being appointed,
31 give written notice to the principal, the student, and the student's

1 parent or guardian of the time and place for the hearing.

2 (2) The hearing examiner shall be any person designated pursuant to
3 subsection (1) of this section by the school district's superintendent,
4 ~~school board or board of education, or counsel,~~ if such person (a) has
5 not brought the charges against the student, (b) shall not be a witness
6 at the hearing, and (c) has no involvement in the charge. Expenses and
7 fees of any hearing officer, in connection with the hearing, shall be
8 paid by the school board.

9 (3) The hearing shall be held ~~scheduled~~ within a period of five
10 school days after appointment of the hearing officer ~~it is requested,~~ but
11 such time may be changed by the hearing examiner for good cause with the
12 consent of the parties. No hearing shall be held upon less than two
13 school days' actual notice to the principal, the student, and the
14 student's parent or guardian, except with the consent of all the parties.

15 (4) The principal or legal counsel for the school, the student, and
16 the student's parent, guardian, or representative have the right to
17 receive a copy of all ~~examine the~~ records and written statements referred
18 to in the Student Discipline Act as well as the statement of any witness
19 in the possession of the school board or board of education no later than
20 forty-eight hours ~~at a reasonable time~~ prior to the hearing.

21 Sec. 7. Section 79-271, Reissue Revised Statutes of Nebraska, is
22 amended to read:

23 79-271 If a hearing is requested under sections 79-268 and 79-269 by
24 the student or the student's parent or guardian within five school days
25 following receipt of the written notice, and the student has been
26 suspended pending the outcome of such hearing, the student shall be given
27 the opportunity to complete any classwork, including, but not limited to,
28 examinations missed during the period of suspension as provided in
29 section 79-265.

30 If a hearing is not requested under sections 79-268 and 79-269 by
31 the student or the student's parent or guardian within five school days

1 following receipt of the written notice, the punishment recommended in
2 the charge by the principal or his or her designee shall automatically go
3 into effect upon the fifth school day following receipt of the written
4 notice by the student or his or her parent or guardian as required in
5 section 79-268.

6 Sec. 8. Section 79-272, Reissue Revised Statutes of Nebraska, is
7 amended to read:

8 79-272 If a hearing is requested under sections 79-268 and 79-269
9 more than five school days but not more than thirty calendar days
10 following the actual receipt of written notice, the hearing officer shall
11 be appointed and the hearing shall be held pursuant to the requirements
12 of section 79-269 but the imposed punishment shall continue in effect
13 pending final determination.

14 Sec. 9. Section 79-276, Reissue Revised Statutes of Nebraska, is
15 amended to read:

16 79-276 At a hearing requested under sections 79-268 and 79-269, the
17 principal shall present to the hearing examiner statements, in affidavit
18 form, of any person having information about the student's conduct and
19 the student's records but not unless such statements and records have
20 been provided ~~made available~~ to the student or the student's parent,
21 guardian, or representative at least forty-eight hours prior to the
22 hearing. The information contained in such records shall be explained and
23 interpreted, prior to or at the hearing, to the student, parent,
24 guardian, or representative, upon request, by appropriate school
25 personnel.

26 Sec. 10. Section 79-278, Reissue Revised Statutes of Nebraska, is
27 amended to read:

28 79-278 (1) The student, the student's parent, guardian, or
29 representative, the principal, or the hearing examiner may ask witnesses
30 to testify at the hearing requested under sections 79-268 and 79-269.
31 Such testimony shall be under oath, and the hearing examiner shall be

1 authorized to administer the oath. The hearing examiner shall make
2 reasonable effort to assist the student or the student's parent,
3 guardian, or representative in obtaining the attendance of witnesses. The
4 school district shall make available those witnesses who have knowledge
5 of or were involved in the alleged misconduct and subsequent discipline
6 of the student if such witnesses are requested by the student or the
7 student's parent, guardian, or representative and such witnesses are
8 employees or under contract with the school district.

9 (2) The student, the student's parent, guardian, or representative,
10 the principal, or the hearing examiner has the right to question any
11 witness giving information at the hearing.

12 Sec. 11. Section 79-282, Reissue Revised Statutes of Nebraska, is
13 amended to read:

14 79-282 (1) After a hearing requested under sections 79-268 and
15 79-269, a report shall be made by the hearing examiner of his or her
16 findings and a recommendation of the action to be taken, which report
17 shall be made to the superintendent and the student or the student's
18 parent or guardian within ten days after the hearing and shall explain,
19 in terms of the needs of both the student and the school board, the
20 reasons for the particular action recommended. Such recommendation may
21 range from no action, through the entire field of counseling, to long-
22 term suspension, expulsion, mandatory reassignment, or an alternative
23 educational placement under section 79-266.

24 (2) A review shall be made of the hearing examiner's report by the
25 superintendent, who may change, revoke, or impose the sanction
26 recommended by the hearing examiner but shall not impose a sanction more
27 severe than that recommended by the hearing examiner. The superintendent
28 shall notify the student or the student's parent or guardian of the
29 superintendent's determination within five school days after receipt of
30 the hearing examiner's report.

31 (3) The findings and recommendations of the hearing examiner, the

1 determination by the superintendent, and any determination on appeal to
2 the governing body, shall be made solely on the basis of the evidence
3 presented at the hearing or, in addition, on any evidence presented on
4 appeal.

5 Sec. 12. Section 79-283, Reissue Revised Statutes of Nebraska, is
6 amended to read:

7 79-283 (1) Written notice of the findings and recommendations of the
8 hearing examiner and the determination of the superintendent under
9 section 79-282 shall be made by certified or registered mail or by
10 personal delivery to the student or the student's parent or guardian.
11 Upon receipt of such written notice by the student, parent, or guardian,
12 the determination of the superintendent shall take immediate effect
13 unless the student or the student's parent or guardian appeals the
14 written notice of determination of the superintendent pursuant to section
15 79-285.

16 (2) Except as provided in subsections (3) and (4) of this section,
17 the expulsion of a student shall be for a period not to exceed the
18 remainder of the semester in which it took effect unless the misconduct
19 occurred (a) within the last ten school days prior to the end of the
20 first semester, in which case the expulsion shall remain in effect
21 through the second semester, or (b) within the last ten school days prior
22 to the end of the second semester, in which case the expulsion shall
23 remain in effect for summer school and the first semester of the
24 following school year subject to the provisions of subsection (5) of this
25 section. Such action may be modified or terminated by the school district
26 at any time during the expulsion period. For purposes of this subsection,
27 if the misconduct occurred prior to the last ten school days of the first
28 semester, and the expulsion takes effect in the second semester because
29 the recommendation for expulsion was appealed to a hearing officer or the
30 school board or board of education, the length of the expulsion shall not
31 exceed the number of days it would have been in effect had the appeal not

1 been made.

2 (3) The expulsion of a student for (a) the knowing and intentional
3 use of force in causing or attempting to cause personal injury to a
4 school employee, school volunteer, or student except as provided in
5 subdivision (3) of section 79-267 or (b) the knowing and intentional
6 possession, use, or transmission of a dangerous weapon, other than a
7 firearm, shall be for a period not to exceed the remainder of the school
8 year in which it took effect if the misconduct occurs during the first
9 semester. If the expulsion takes place during the second semester, the
10 expulsion shall remain in effect for summer school and may remain in
11 effect for the first semester of the following school year. Such action
12 may be modified or terminated by the school district at any time during
13 the expulsion period.

14 (4) The expulsion of a student for the knowing and intentional
15 possession, use, or transmission of a firearm, which for purposes of this
16 section means a firearm as defined in 18 U.S.C. 921 as of January 1,
17 1995, shall be for a period as provided by the school district policy
18 adopted pursuant to section 79-263. This subsection shall not apply to
19 (a) the issuance of firearms to or possession of firearms by members of
20 the Reserve Officers Training Corps when training or (b) firearms which
21 may lawfully be possessed by the person receiving instruction under the
22 immediate supervision of an adult instructor who may lawfully possess
23 firearms.

24 (5) Any expulsion that will remain in effect during the first
25 semester of the following school year shall be automatically scheduled
26 for review before the beginning of the school year. The review shall be
27 conducted by the hearing examiner after the hearing examiner has given
28 notice of the review to the student and the student's parent or guardian.
29 This review shall be limited to newly discovered evidence or evidence of
30 changes in the student's circumstances occurring since the original
31 hearing. This review may lead to a recommendation by the hearing examiner

1 that the student be readmitted for the upcoming school year. If the
2 school board or board of education or a committee of such board took the
3 final action to expel the student, the student may be readmitted only by
4 action of the board. Otherwise the student may be readmitted by action of
5 the superintendent.

6 Sec. 13. Section 79-287, Reissue Revised Statutes of Nebraska, is
7 amended to read:

8 79-287 The final action of the board under section 79-286 shall be
9 taken within three days after the hearing and be evidenced by personally
10 delivering or mailing by certified mail a copy of the board's decision to
11 the student and his or her parent or guardian within two days after the
12 final action.

13 Sec. 14. Original sections 79-256, 79-265, 79-266, 79-267, 79-268,
14 79-269, 79-271, 79-272, 79-276, 79-278, 79-282, 79-283, and 79-287,
15 Reissue Revised Statutes of Nebraska, are repealed.