LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

AGENDA

July 16, 2020 – 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 June 18, 2020
- 5. Reports
 - a) Chair
 - b) Treasurer
 - i. Action Item: Motion to accept Treasurer's Report dated June 30, 2020.
 - c) Chief Executive Officer
 - d) LC Foundation
 - e) Legal Counsel
- 6. Public Comments
- 7. Superintendents' Plan for Early Childhood Education Update
- 8. Learning Community Center of North and South Omaha Update Renee Franklin/ Jamalia Parker
 - a) Award a contract for management of the day-to-day operations of Parent University to Project Harmony
 - i. Upon recommendation of the Executive Committee, motion to award the contract as presented to perform the management of day-to-day operations of Parent University to Project Harmony.
- 9. Subcommittee Reports
 - a) Elementary Learning and Diversity Subcommittee
 - b) Budget, Finance & Audit Subcommittee

i. Elementary Learning Centers and Capital Projects Budgets Additional Growth Rate of 1%

<u>Rationale</u>: State statute allows the Learning Community Coordinating Council to add 1% to the annual allowable Elementary Learning Centers and Capital Projects budgets if approved by a "super" majority vote of the Council. This request does not increase the property tax levy. Instead, this allowable growth provides a mechanism for new or future valuation growth in the Learning Community. This allows the Learning Community to provide continued or additional services in the future.

Action Item: Upon recommendation of Budget, Finance and Audit Subcommittee and Executive Committee, motion to approve the additional 1% allowable growth rate for the 2020-2021 Elementary Learning Centers and Capital Projects budgets.

- c) Legislative Subcommittee
- 10. New Business
 - a) Approve GOALS Contract

Action Item: Upon recommendation of the Executive Committee, motion to approve the contract with Greater Omaha Attendance Learning Services (GOALS) Center to provide \$95,000.00 in FY 2020/2021 and \$95,000.00 in FY 2021/2022 to allow GOALS Center to provide data collection and research information focused on student and families outcome(s) who are involved with service coordination through the GOALS Center and appropriate funds from the Elementary Learning Centers Budget for FY 2020/2021 and FY 2021/2022. Approval is contingent upon Council approval of the fiscal year budgets for each of the above fiscal years.

b) District Initiatives Process and Agreements

Action Item: Upon recommendation of Executive Committee, motion to authorize the CEO to enter ELC programming agreement with Bellevue Public Schools for the instructional coaching program as outlined in the Summary Sheet (attached) for the 2020/2021 fiscal year totaling \$309,000 from the elementary levy funds. Approval is contingent on Council approval of authorization of the elementary levy and the and the 2020/2021 fiscal year budget for the Learning Community.

- 11. Next Council Meeting -
 - August 6, 2020 Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE
- 12. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee	To Be Determined
LC Coordinating Council	August 6, 2020, 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 June 18, 2020
- Treasurer's Report dated June 30, 2020
- Parent University Contract
- GOALS Contract
- District Initiatives

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

June 18, 2020

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held May 21, 2020, at the Learning Community Center of North Omaha, 1612 N. 24 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 June 10, 2020. 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 June 12, 2020.

- 1. **Call Meeting to Order**. The meeting was convened and called to order by Chair Kelley at 6:01 p.m. and began with the recitation of the Pledge of Allegiance.
- 2. **Public Notice & Compliance with Open Meetings Act**. Chair Kelley announced pursuant to the Governor's Executive Order No. 20-03, this meeting is being broadcast on Zoom with access available to the public. The meeting is being held electronically, and no members of the public body are physically present together. There will be no public, in-person attendance at this meeting.

3. Roll Call.

Voting Members Present via Zoom:	Ekwerekwu, Hager, Hahn, Hoeger, Martinez-Real, Williams, Woodward, Kelley
Voting Members Absent:	
Voting Members Excused:	Avery, Kozel, Thommes, Ward,
Staff Present via Zoom:	Franklin, Parker, Patton, Kreher, Benzel, O'Hara
Also Present:	Margaret Hershiser, Koley Jessen P.C; Lisa Roy, BECI; Penny Gildea, Consultant; Gene Klein, Deb Anderson, Project Harmony; Nicole Seymour, Chelsey Erpelding, GOALS

 Approval of Minutes. Chair Kelley presented the Council minutes from the May 21, 2020 public meeting of the Council. Motion by Mr. Hager, seconded by Ms. Woodward, to approve the minutes of the Council meetings held on May 21, 2020. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Martinez-Real, Williams, Woodward, Kelley. Abstain: None: Nays: N o n e . Motion carried.

5. Reports

a) Chair Kelley informed the Council of the Subcouncil 1 Council vacancy procedures and discussed proposed meeting dates for 2021. Chair Kelley read the following statement of behalf of the LC Coordinating Council:

The Learning Community recognizes systemic injustice has deeply impacted our communities of color. The call for action brings new opportunity to end the inequities which impact our communities. Real change is long overdue.

Our hope is that the events of 2020 have opened more hearts and minds to the fact that a child's education directly intersects with institutional racism and access to affordable healthcare, housing and a living wage.

The Learning Community is a unique entity where people, of all identities, and transformative policy connect. Let's work together with our partners to activate our mission more broadly.

It is hard work to be a catalyst for lasting reform, but it is worth it.

- b) Treasurer
 - Motion by Mr. Hager, seconded by Dr. Williams, upon recommendation of the Budget, Finance & Audit Subcommittee, to accept Treasurer's Report dated May 31, 2020. Discussion took place. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Martinez-Real, Williams, Woodward, Kelley. Abstain: None: Nays: None. Motion carried.
 - ii. Motion by Mr. Hager, seconded by Mr. Hahn, to accept Third Quarter Budget to Actual Report. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Martinez-Real, Williams, Woodward, Kelley. Abstain: None: Nays: None. **Motion carried.**
 - iii. 2018/2019 Auditor's Report Presentation
 - Motion by Mr. Hoeger, seconded by Mr. Hager, upon recommendation of the Budget, Audit and Finance Subcommittee, to accept the 2018/2019 Auditor's Report as presented. Discussion took place. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Martinez-Real, Williams, Woodward, Kelley. Abstain: None: Nays: None. Motion carried.
- c) Chief Executive Officer Mr. Patton discussed reopening plans.
- d) Legal Counsel No Report
- 6. Public Comment None
- 7. Superintendents' Plan for Early Childhood Education Plan Overview Lisa Roy provided a report. Discussion took place.
- 8. Learning Community Center of South Omaha Update Ms. O'Hara and Ms. Franklin provided a report. Discussion took place.

It is noted for the record that Mr. Hoeger left the meeting at 7:02 p.m.

- 9. Learning Community Center of North Omaha Update Ms. Parker and Ms. Franklin provided a report. Discussion took place.
 - a) Nebraska Early Childhood Collaborative Agreement for Childcare Director Training
 - Motion by Mr. Hager, seconded by Dr. Williams, upon recommendation of Achievement Subcouncil 2, to approve Childcare Director training, as set forth in the Service Provider Agreement, for an amount not to exceed \$139,000.00 from the Elementary Learning Center Fund Budget for FY 2020/2021 and 2021/2022.
 Approval is contingent upon Council approval of authorization of the elementary levy and the 2020/2021 and 2021/2022 fiscal years' budgets for the Learning

Community. Discussion took place. Yeas: Ekwerekwu, Hager, Hahn, Martinez-Real, Williams, Woodward, Kelley. Abstain: None: Nays: None. **Motion** carried.

It is noted for the record that Mr. Hoeger returned to the meeting at 7:10 p.m.

- b) Review of Selection Process -
 - Upon recommendation of Subcouncil 2 and the Executive Committee, motion by Ms. Hahn, seconded by Dr. Ekwerekwu, to enter negotiations with Project Harmony for the Managing Partner of Parent University. Discussion took place. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Martinez-Real, Williams, Woodward, Kelley. Abstain: None: Nays: None. Motion carried.

10. Subcommittee Reports

- a) Elementary Learning and Diversity Subcommittee No Report.
- b) Budget, Finance & Audit Subcommittee
 - i. Motion by Mr. Hoeger, seconded by Chair Kelley, to approve updated purchase approval policy as recommended by the Budget, Finance & Audit Committee and waive second reading. Discussion took place. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Martinez-Real, Williams, Woodward, Kelley. Abstain: None: Nays: N o n e. **Motion carried.**
- c) Legislative Subcommittee Mr. Hager provided a report.
- 11. New Business
 - a) District Initiatives Process and Agreements
 - Upon recommendation of Subcouncil 3, motion by Mr. Hoeger, seconded by Ms. Woodward, to approve additional funding of \$1,070.83 for Completely Kids initiative. This additional funding would result in a total of \$40,800.00 for Completely Kids. The total allocation of Subcouncil 3 District Initiatives for FY 2020/2021 is \$306,005.83. Discussion took place. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Martinez-Real, Williams, Woodward, Kelley. Abstain: None: Nays: N o n e. Motion carried.
 - ii. Upon recommendation of the Executive Committee, motion by Ms. Woodward, seconded by Mr. Hager, to approve additional \$630.86 for Subcouncil 6 District Initiatives in order to correct motion passed by LCCC on 5/21/2020. The total allocation of Subcouncil 6 District Initiatives for FY 2020/2021 is \$122,383.08. Discussion took place. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Martinez-Real, Williams, Woodward, Kelley. Abstain: None: Nays: None. Motion carried
 - b) GOALS Presentation A presentation was provided by Nicole Seymour.

12. Next Council Meeting -

July 16, 2020, Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

13. Adjournment – Meeting was adjourned with unanimous approval at 8:06 p.m.

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

- LCCC Minutes dated May 21, 2020
- Proposed Meeting Dates 2021
- Treasurer's Report dated May 31, 2020
- Third Quarter Budget to Actual
- Auditor's Report
- Childcare Director Recommendation and Contract
- Project Harmony RFP Response
- Accounting Policy
- District Initiatives

Carol Hahn – Secretary

LEARNING COMM OF DOUGLAS SARPY COUNTY Treasurer's Report June 2020

Filter Criteria includes: 1) Job ID: Multiple IDs; 2) Includes Drop

Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount Payment Statu
1316 6/1/20	El Mero Mero Inc	June Rent	LCCSO Annex Rent	3,200.00	
1316 6/1/20	El Mero Mero Inc	June Rent	LCCSO Cleaning	1,400.00	
1316 6/1/20	El Mero Mero Inc	June Rent	LCCSO MUD	204.00	
1316 6/1/20	El Mero Mero Inc	June Rent	LCCSO OPPD	496.00	
1316 6/1/20	El Mero Mero Inc	June Rent	El Mero Mero Inc		5,300.00 Paid In Full
1317 5/11/20	HELP Foundation of Omaha	2302 - June	Rent	10,820.48	
1317 5/11/20	HELP Foundation of Omaha	2302 - June	Utilities	1,190.04	
1317 5/11/20	HELP Foundation of Omaha	2302 - June	HELP Foundation of Omaha		12,010.52 Paid In Full
1318 5/29/20	Lund Company	June 2020	June 2020 Statement	52,212.61	
1318 5/29/20	Lund Company	June 2020	Lund Company	52,212.01	52,212.61 Paid In Full
1310 3/29/20	Lund Company	Julie 2020	Land Company		52,212.01 Faid II11 di
3710 6/15/20	Buffett Early Childhood Institute	6/20 SupECPlanEval	June Evaluation	18,666.66	
3710 6/15/20	Buffett Early Childhood Institute	6/20 SupECPlanEval	Buffett Early Childhood Institute		18,666.66 Paid In Full
3711 6/15/20	UNMC	6/20 ELC Eval	June Program Evaluation	35,760.33	
3711 6/15/20	UNMC	6/20 ELC Eval	UNMC	33,700.33	35.760.33 Paid In Full
3711 6/15/20	UNMC	6/20 ELC EVal	UNINC		35,760.33 Paid In Full
4706 5/20/20	Blue Cross Blue Shield of Nebraska	503320	Admin June	3,619.38	
4706 5/20/20	Blue Cross Blue Shield of Nebraska	503320	LCCC	28.96	
4706 5/20/20	Blue Cross Blue Shield of Nebraska	503320	ELC	703.45	
4706 5/20/20	Blue Cross Blue Shield of Nebraska	503320	LCCNO	703.45	
4706 5/20/20	Blue Cross Blue Shield of Nebraska	503320	PU	4,924.15	
4706 5/20/20	Blue Cross Blue Shield of Nebraska	503320	Blue Cross Blue Shield of Nebraska	.,	9,979.39 Paid In Full
4707 5/40/00	Carroll Communications	4005	April Contract	E 004 0E	
4707 5/12/20		1635	•	5,231.25	
4707 5/12/20	Carroll Communications	1635	Carroll Communications		5,231.25 Paid In Full
4708 5/12/20	Omaha Public Schools	05152020-a	Mar - Apr - Instr. Coaching	24,772.50	
4708 5/12/20	Omaha Public Schools	05152020-a	Omaha Public Schools		24,772.50 Paid In Full
4708 5/12/20	Omaha Public Schools	05152020b	Mar - April ELC	110,024.80	,
4708 5/12/20	Omaha Public Schools	05152020b	Omaha Public Schools	-,	110,024.80 Paid In Full
4708 5/12/20	Omaha Public Schools	5152020 - Sub 1	March - April Instr. coaching	30,410.44	-,
4708 5/12/20	Omaha Public Schools	5152020 - Sub 1	Omaha Public Schools	, -	30,410.44 Paid In Full
4708 5/28/20	Omaha Public Schools	April 2020 Pinewood	Pinewood - Supt. Plan	9,648.33	
4708 5/28/20	Omaha Public Schools	April 2020 Pinewood	Omaha Public Schools	0,010100	9,648.33 Paid In Full
4708 5/28/20	Omaha Public Schools	April 2020 Gomez	Gomez - Supt. Plan	9,251.93	-,
4708 5/28/20	Omaha Public Schools	April 2020 Gomez	Omaha Public Schools	0,201100	9,251.93 Paid In Full
4708 5/28/20	Omaha Public Schools	April 2020 Liberty	Liberty - Supt. Plan	9,274.00	0,201.001 ald intrail
4708 5/28/20	Omaha Public Schools	April 2020 Liberty	Omaha Public Schools	0,27 1.00	9,274.00 Paid In Full
4708 5/28/20	Omaha Public Schools	April 2020 MV	Mount View, Supt. Plan	4,948.52	5,274.00 1 ald in 1 all
4708 5/28/20	Omaha Public Schools	April 2020 MV	Omaha Public Schools	4,940.02	4,948.52 Paid In Full
4709 4/30/20	One World Community Heatlh Centers, Inc	0003839-IN	ELL Instructor wages - April 2020	4,642.62	
4709 4/30/20	One World Community Heatlh Centers, Inc	0003839-IN	One World Community Heatlh Centers, Inc		4,642.62 Paid In Full
4710 6/1/20	Surreal Media Lab, LLC	586	Social Media Management	2,650.00	
	Surreal Media Lab, LLC	586	Surreal Media Lab, LLC	2,000.00	2.650.00 Paid In Full
4710 6/1/20					

LEARNING COMM OF DOUGLAS SARPY COUNTY Treasurer's Report June 2020

Filter Criteria includes: 1) Job ID: Multiple IDs; 2) Includes Drop

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	4125 0/8/20	NOIEY JESSEN	384037	Ruley Jessell		360.00 Paid in Full

LEARNING COMM OF DOUGLAS SARPY COUNTY Treasurer's Report June 2020

Filter Criteria includes: 1) Job ID: Multiple IDs; 2) Includes Drop

Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount Payment State
4725 6/8/20	Koley Jessen	384038	Monthly Community Council Meetings	660.00	
4725 6/8/20	Koley Jessen	384038	Koley Jessen		660.00 Paid In Full
4726 6/4/20	Nebraska Auditor of Public Accounts	1819 audit	Audit Expense 2018/19 Fiscal Year	10,998.00	
4726 6/4/20	Nebraska Auditor of Public Accounts	1819 audit	Nebraska Auditor of Public Accounts		10,998.00 Paid In Full
4727 6/1/20	Accident Fund	WCV 60893690701	Work Comp installment	767.25	
4727 6/1/20	Accident Fund	WCV 60893690701	Accident Fund		767.25 Paid In Full
4728 5/29/20	All Copy Products	AR2921999	Hand Sanitizer	359.76	
4728 5/29/20	All Copy Products	AR2921999	All Copy Products		359.76 Paid In Full
4728 6/4/20	All Copy Products	AR2926930	Disinfectant Cleaner	211.57	
4728 6/4/20	All Copy Products	AR2926930	All Copy Products		211.57 Paid In Full
4729 6/8/20	AxisPlus Benefits	14740	May 2020 FSA	28.00	
4729 6/8/20	AxisPlus Benefits	14740	AxisPlus Benefits		28.00 Paid In Full
4730 5/31/20	CHI Health OHS/EAP	187776-00	EAP Services 6/20 - 5/21	853.08	
4730 5/31/20	CHI Health OHS/EAP	187776-00	CHI Health OHS/EAP		853.08 Paid In Full
4731 6/2/20	The Daily Record	128349	Sub 3 meeting	17.30	
4731 6/2/20	The Daily Record	128349	The Daily Record		17.30 Paid In Full
4731 6/8/20	The Daily Record	128474	Sub 1 Opening	61.10	
4731 6/8/20	The Daily Record	128474	The Daily Record		61.10 Paid In Full
4731 6/10/20	The Daily Record	128521	LCCC 6/18/20	20.90	
4731 6/10/20	The Daily Record	128521	The Daily Record		20.90 Paid In Full
4731 6/15/20	The Daily Record	128595	Sub 1 Vacancy	59.90	
4731 6/15/20	The Daily Record	128595	The Daily Record		59.90 Paid In Full
4732 5/31/20	Konica Minolta Business Solutions USA I	266383972	Copier Maintenance	60.16	
4732 5/31/20	Konica Minolta Business Solutions USA I	266383972	Konica Minolta Business Solutions USA I		60.16 Paid In Full
4732 5/31/20	Konica Minolta Business Solutions USA I	266384067	Copier Maintenance	13.94	
4732 5/31/20	Konica Minolta Business Solutions USA I	266384067	Konica Minolta Business Solutions USA I		13.94 Paid In Full
4733 6/2/20	Lion's Gate Security Solutions	LCC060220	Council meeting	72.00	
4733 6/2/20	Lion's Gate Security Solutions	LCC060220	Lion's Gate Security Solutions		72.00 Paid In Full
4734 5/31/20	Nebraska Early Childhood Collaborative	05312020	May Training	1,150.00	
4734 5/31/20	Nebraska Early Childhood Collaborative	05312020	Nebraska Early Childhood Collaborative		1,150.00 Paid In Full
4735 5/31/20	One World Community Heatlh Centers, Inc	3856-IN	Child Care Assistants	989.76	
4735 5/31/20	One World Community Heatlh Centers, Inc	3856-IN	One World Community Heatlh Centers, Inc		989.76 Paid In Full
4736 6/10/20	Pay-LESS Office Products, Inc.	3181462-0	Supplies	64.75	
4736 6/10/20	Pay-LESS Office Products, Inc.	3181462-0	Pay-LESS Office Products, Inc.		64.75 Paid In Full
				377,224.92	377,224.92

CREDIT CARD PAYABLE - SNB June 2020

Filter Criteria includes: Re

Date	Trans No	Туре	Trans Desc	Deposit Amt	Withdrawal Amt	
			Beginning Balance			
5/29/20	CC0520-22	Withdrawal			69.96	Diapers/Formula
5/29/20	CC0520-23		Amazon.com			Diapers/Formula
5/29/20	CC0520-24	Withdrawal	Amazon.com			Diapers/Formula
5/29/20	CC0520-25		Amazon.com			Diapers/Formula
5/29/20	CC0520-26	Withdrawal	Amazon.com			Diapers/Formula
5/29/20	CC0520-27	Withdrawal	Amazon.com			Diapers/Formula
6/4/20	CC0520-28	Withdrawal	Metropolitan Commun	ity College		Metro Class
6/4/20	CC0520-29	Withdrawal	Metropolitan Commun	ity College		Metro Class
6/4/20	CC0520-30	Withdrawal	Metropolitan Commun	ity College		Metro Class
5/23/20	CC520-00	Withdrawal	Apple Store			CEO Computer
5/1/20	CC520-01	Withdrawal	Amazon.com			Diapers/Formula
5/1/20	CC520-02	Withdrawal	Amazon.com			Diapers/Formula
5/1/20	CC520-03	Withdrawal	Amazon.com			Diapers/Formula
5/3/20	CC520-04	Withdrawal	Amazon.com			Diapers/Formula
5/4/20	CC520-05	Withdrawal	Amazon.com			Diapers/Formula
5/4/20	CC520-06	Withdrawal	Amazon.com			Diapers/Formula
5/8/20	CC520-07	Withdrawal	Microsoft Corporation		119.16	
5/12/20	CC520-08		Amazon.com			Diapers/Formula
5/12/20	CC520-09	Withdrawal	Target			Diapers/Formula
5/18/20	CC520-10	Withdrawal	Stamps.com			Postage
5/18/20	CC520-11	Withdrawal	Amazon.com			Diapers/Formula
5/18/20	CC520-12	Withdrawal	Stamps.com			Postage
5/18/20	CC520-13	Withdrawal				Network Charges
5/18/20	CC520-14	Withdrawal	Amazon.com		190.68	Diapers/Formula
5/28/20	CC520-15	Withdrawal	Amazon.com			Diapers/Formula
5/28/20	CC520-16	Withdrawal	Amazon.com			Diapers/Formula
5/28/20	CC520-17		Amazon.com			Diapers/Formula
5/28/20	CC520-18		Amazon.com			Diapers/Formula
5/28/20	CC520-19		Amazon.com			Diapers/Formula
5/28/20	CC520-20		Amazon.com			Diapers/Formula
5/28/20	CC520-21		Amazon.com			Diapers/Formula
6/19/20	174074187		Security National Bani	<	-10,656.47	Diapers/1 Unitula

LEARNING COMM OF DOUGLAS SARPY COUNTY CREDIT CARD PAYABLE - MO June 2020

Filter Criteria includes: Re

Beginning Bala 4/17/20 CC MO 0520-01 Priceline Hotel 5/5/20 CC MO 0520-02 UNL - College		Withdrawal Amt -1,136.96	Hotel refund
5/5/20 CC MO 0520-02 UNL - College		-1,136.96	Hotol refund
	of Education		
		-35.00	UNL workshop refund
/11/20 CC MO 0520-10 Amazon.com		28.25	Diapers/Formula
/27/20 CC MO 0520-07 Amazon.com		31.33	Diapers/Formula
20/20 CC MO 0520-03 Amazon.com		53.18	Diapers/Formula
5/20 CC MO 0520-09 Amazon.com		97.67	Diapers/Formula
	ommunication, Inc.	213.89	Zoom meetings
'1/20 CC MO 0520-00 Sprint Corpora	ion	236.41	Cell Phone
12/20 CC MO 0520-11 Amazon.com		237.29	Diapers/Formula
20/20 CC MO 0520-05 Amazon.com		386.16	Diapers/Formula
23/20 CC MO 0520-06 Amazon.com		1,147.20	Diapers/Formula
5/20 CC MO 0520-08 Amazon.com		1,969,49	Diapers/Formula
/8/20 06082020 Mutual of Oma	na Credit Card	-3,228.91	Payment

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

PARENT UNIVERSITY PROGRAM OPERATING AGREEMENT

THIS PARENT UNIVERSITY PROGRAM OPERATING AGREEMENT ("Agreement") is entered into as of July 17, 2020 ("Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("Learning Community"), and Project Harmony, a Nebraska nonprofit corporation ("Operator").

RECITALS

WHEREAS, Learning Community established the Parent University program (the "Program") to serve as a resource for enhancing the academic success of early childhood and elementary students residing in the Learning Community's Achievement Sub Council 2 boundaries and their families, many of whom confront poverty, limited English skills and mobility issues throughout their entire family; and

WHEREAS, Learning Community desires to engage Operator, and Operator is willing to be so engaged by Learning Community, to conduct the daily operations of Parent University on the terms and conditions provided in this Agreement; and

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

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

2. <u>Operational Management</u>.

a. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby engages Operator, and Operator agrees to be engaged by Learning Community, to undertake and conduct the daily operations and business affairs of the Program consistent with the Design Plan ("Design Plan"), a copy of which is marked as Exhibit "A," attached hereto, and by this reference specifically incorporated herein.

b. Learning Community's Director of Family Engagement Services ("DFES") shall, on behalf of and for Learning Community, have oversight of the Program and its implementation by Operator but shall have no responsibility for the day-to-day operations of the Program, which shall be the sole responsibility of Operator.

c. Operator shall use the Learning Community's operations manual, other program documentation and the Design Plan to operate the Program. Any proposed changes to the design, content or operation of the Program (whether or not accounted for in the Design Plan) must be approved in advance by the DFES.

d. Operator shall conduct the Program, in part, by hiring Program staff and operational support personnel. All such personnel shall be employees of Operator and shall not be employees of Learning Community, nor shall Learning Community be considered to be a joint employer with Operator. Specific job descriptions for Program staff shall be subject to review by the DFES.

3. <u>Performance Period</u>. Performance by Operator of its duties and obligations pursuant to this Agreement shall commence on the Effective Date and shall continue until August 31, 2021, (the "Initial Term"). Thereafter, this Agreement shall, unless otherwise terminated or not renewed pursuant to this Agreement, automatically renew for two (2) successive one (1)-year terms (each, a "Renewal Term" and together with the Initial Term, the "Program Term"), unless either party gives written notice of nonrenewal to the other party hereto not less than sixty (60) days prior to the natural conclusion of the Initial Term or Renewal Term. Notwithstanding the foregoing, neither party shall, at any time, have any obligation to negotiate with the other for a renewal of this Agreement and no party to this Agreement shall hold another responsible for damages or delays in performance caused by acts of nature, strikes, lockouts, accidents, or other events beyond the reasonable control of said party.

4. <u>Payment & Billing</u>. Funding for the Initial Term, and any Renewal Term(s), shall be provided from the Elementary Learning Center Fund Budget of Learning Community in an amount set forth in Exhibit A (the "Program Amount"). Payment for any Renewal Term(s), as applicable, is subject to extension of this Agreement and final approval of Learning Community of an updated budget (which may include Carryover Funds, as defined below) which is anticipated to be substantially consistent with Exhibit "A".

a. The Program Amount will be paid in monthly installments over the course of the Initial Term and, if applicable, the Extended Term, and paid in arrears pursuant to statements submitted to Learning Community for costs incurred and services rendered by Operator during the previous calendar month. Such statements will be provided to Learning Community on or before the fifth (5th) calendar day of the month following the month to which such statement applies, with the first such statement to be received by Learning Community on or before August 5, 2020 (i.e. covering July 2020). Upon the written request of Learning Community, Operator will provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements. Payment of approved statements (or portion(s) thereof) will be made by Learning Community on or before the twentieth (20th) day of the month following the month in which the applicable services were provided.

The final monthly payment will be remitted subsequent to the termination b. of the Program or expiration of the Extended Term, whichever occurs first, and submission of the final report to Learning Community pursuant to Section 6.c of the Agreement. The final report will include a statement for Program services provided during the Initial Term and, if applicable, the Extended Term, which statement will set forth an itemized listing of expenses actually incurred by Operator and will be accompanied by documentation substantiating all itemized expenses set forth on such statement. Learning Community will, after review and approval of the statement submitted by Operator, remit the final monthly payment to Operator within thirty (30) days after receipt of the final report; provided, however, that the amount remitted in the final monthly payment will not result in the total amount paid to Operator exceeding either the lesser of the budget amounts reflected on Exhibit A of the Agreement or the total amount of Program expenses actually incurred by Operator. If, upon receipt and review of the final report, Learning Community has, after application of all remittances made pursuant to Section 4.a and this Section 4.b. of the Agreement, made payments to Operator which exceed the total amount of Program expenses actually incurred by Operator, Operator will refund to Learning Community the amount by which the total remittances made by Learning Community exceed total expenses actually incurred.

c. Notwithstanding anything in this Section to the contrary, and subject to an extension of this Agreement for one or more subsequent Renewal Terms, in the event that Operator did not incur costs and expenses related to the Program equaling the amount budgeted for the Initial Term or applicable Renewal Term, Operator shall be allowed to account for this unincurred amount in the evaluation of the Program budget for such subsequent Renewal Term, as applicable (the "Carryover Funds"). Under such circumstances, the Carryover Funds shall be part of the Program Amount for such Renewal Term, with disbursement of funds to Operator administered in a manner consistent with this Agreement.

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

e. Operator shall be solely and exclusively responsible for any and all payments for services related to the Program, except as set forth in Sections 4.a and 4.b, Learning Community shall not be responsible for any payment for services related to the Program. Operator acknowledges and agrees that Operator shall be solely responsible for the total amount of expenses actually incurred which exceed, if any, the Program Amount during the Initial Term and any Renewal Term(s), as applicable.

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

g. No Learning Community funds shall be paid by Operator to any Coordinating Council member or Learning Community employee, or any immediate family member thereof, for any purpose. For purposes of this Section 4.g. "Immediate family member" is defined as a spouse, parent, sibling, child or stepchild of a Coordinating Council member or Learning Community employee. Learning Community shall provide Operator and keep current a comprehensive list of Coordinating Council members and Learning Community employees.

h. 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 Operator has not complied with the terms and conditions of this Agreement and such noncompliance has not been cured within fifteen (15) days after written notice from Learning Community to Operator of such noncompliance; (ii) to protect the purpose and objectives of the Program or any other activities of Learning Community; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, Operator or the Program.

i. Operator expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the Effective Date which either

eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. §77-3442(2)(i) (as amended) may result in the termination of this Agreement by Learning Community in accordance with Section 8 hereof.

- 5. <u>Warranties & Representations</u>.
 - a. Operator hereby warrants and represents to Learning Community that:

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

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

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

(1) Commercial General Liability Insurance providing coverage to Operator 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. Operator shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community;

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

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

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

(5) Workers' Compensation Insurance covering Operator and its employees for all costs, statutory benefits and liabilities under the Nebraska Workers' Compensation Act and similar laws for employees of Operator, and Employer's Liability Insurance with limits of not less than \$100,000 per accident, \$100,000 per person per disease, and \$500,000 per disease. Operator shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community; and (6) Umbrella/Excess Insurance with limits of not less than \$1,000,000 per occurrence which shall provide liability coverage in excess of the specified Workers' Compensation/Employers Liability, Commercial General Liability and Auto Liability Insurance policies.

On or before July 16, 2020, Operator shall provide a standard ACORD Certificate of Insurance evidencing such types, forms and amounts of insurance stated above are in effect. It is the Operator's sole responsibility to provide Learning Community notice of the cancelation or non-renewal of any required insurance. Failure of Operator to maintain all such insurance or to provide Learning Community notice of any cancellation or non-renewal thereof shall not relieve Operator of its obligations under this Agreement.

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

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

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

v. Operator will not knowingly allow an individual who is neither an early childhood or elementary age child age 6 or younger residing within the Learning Community Sub Council 2 nor a family member of any such child residing within the Learning Community to access the Program and will ensure that all publications, communications and marketing materials regarding the Program specifically state these eligibility requirements.

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

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

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

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

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

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

6. <u>Reporting</u>. Operator shall collect and report to Learning Community as follows:

a. During the Program Term, Operator shall promptly respond to oral inquiries by the DFES on Program activities. During the Program Term, Operator shall prepare, as requested by the DFES but not more frequently than monthly, written reports which shall provide a narrative description of Program activities and accomplishments for the period of time specified in said request, including progress made on Program objectives. Any such required written report shall be submitted to the DFES within fifteen (15) days after the close of the period for which said report is requested.

b. Operator shall promptly notify the DFES of operational matters which arise at Parent University or involve the Program, including those involving the Learning Community Center of North Omaha facility, structural issues, law enforcement, notices from governmental or regulatory entities, involuntary terminations of employment by Operator, or allegations of criminal activity, including sexual misconduct, by employees of Operator or any contracted third party of Operator.

c. Within sixty (60) days of the termination of the Program or expiration of the Initial Term / Extended Term, whichever occurs first, Operator shall prepare and submit to Learning Community a written final Program report ("Report"). The Report shall include a narrative description of Program activities and accomplishments, including progress made on Program objectives, and a detailed accounting of all expenditures made from payments received pursuant to Sections 4.a and 4.b. Said Report shall be submitted to the DFES. At the request of Learning Community, Operator shall make a live presentation of the Report to the appropriate achievement sub council of Learning Community Coordinating Council, and the Elementary Learning Centers Task Force.

7. <u>Obligations of Operator</u>.

a. Subject only to any right of privacy provided by federal and state laws applicable to the Program, the DFES, or the DFES's designee, shall have an unrestricted right of access to Program facilities and shall be permitted to observe the Program and the provisions of services thereunder at any time. Notwithstanding the foregoing, limitations on the rights of access and observation set forth in this Section 7.a may be requested by Operator but shall only be effective upon adoption by Learning Community.

b. Operator will collaborate with a third-party evaluator contracted by Learning Community to evaluate and analyze the Program, including the submission of specified demographic and Program data elements. The evaluation plan for the Program during the Program Term will be mutually agreed upon by the DFES and Operator on or before September 1, 2020; provided, however, that the agreed upon evaluation plan may be amended if such amendments are necessary due to the amendment of the Design Plan pursuant to Section 2.c.

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

d. Each party hereto shall allow the other party to review and approve the text of any proposed publicity or external communication concerning the Program prior to its release, which approval shall not be unreasonably withheld.

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

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

g. Operator shall conduct a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check on all officers, employees and volunteers of Operator involved with the Program who will, or may, directly interact with children. Operator shall update the results of said background checks at least annually during the Program Term; provided, however, that if Operator, pursuant to the Design Plan, is conducting activities which require personnel to be present in a school building of a Learning Community member school district, Operator shall conduct additional updates of said background checks as said member school district shall require.

Any officer, employee or volunteer of Operator who does not pass all background checks required by this Section 7.g. shall be immediately prohibited by Operator from involvement with the Program. If Operator utilizes any contracted provider of Program services, Operator shall require, via contract with such contracted provider, that such third party conducts all background checks described hereinabove on all officers, employees and volunteers of said contracted provider involved with the Program who will, or may, directly or indirectly, interact with children. Neither Operator nor, if applicable, any contracted provider, shall knowingly permit the involvement with the Program of any officer, employee or volunteer of said entity who does not pass all background checks. Operator shall notify the DFES within twenty-four (24) hours of determining that an officer, employee or volunteer involved with the Program, or being informed that an officer, employee or volunteer of a contracted provider, has not passed a check required by this Section 7.g.

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

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

i. changes in the management personnel of Operator, which is defined for purposes of this subsection as the Executive Director, Deputy Director, and identified agency supervisor for the Parent University Program Director;

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

iii. the bankruptcy, dissolution or receivership of Operator.

8. <u>Termination</u>. Performance under this Agreement may be terminated by Learning Community or Operator upon sixty (60) days prior written notice to the non-terminating party; provided, however, that performance may be terminated by Learning Community or Operator if it reasonably determines that the other party is in breach or violation of this Agreement and, after delivery of written notice to the other party setting forth said violation or breach, the other party does not cure said violation or breach within thirty (30) days after said notice is provided, which termination shall be effective upon written notice of termination to the party in breach or violation.

9. <u>Independent Contractor</u>. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, it being understood and agreed that no provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of independent contractors. No party to this Agreement shall have authority to bind another party to this Agreement.

10. Indemnification. Operator covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents and employees, and their successors and assigns, individually or collectively, (collectively, the "Learning Community Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suite. 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 Operator, its employees or agents in conducting the Program as specified in this Agreement and Operator further agrees to pay all expenses in defending against any claims made against the Indemnified Parties; provided, however, that Operator shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Learning Community Indemnified Parties.

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

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

If to Learning Community:	Chief Executive Officer Learning Community of Douglas and Sarpy Counties 1612 N. 24th St. Omaha, NE 68110
If to Operator:	Executive Director Project Harmony 11949 Q. St. Omaha, Nebraska 68137

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

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

13. <u>Compliance with Laws</u>. The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Program, including, but not limited to, the Federal Educational Rights Privacy Act (FERPA), the Health Insurance Portability and Accountability Act, Public Law No. 104-191(HIPAA), and Neb. Rev. Stat. § 84-712 to 84-712,09 (Public Records Law); provided, however, Operator does not by virtue of its participation in this Agreement subject itself or consent to its non-Program related functions being subject to FERPA or the Public Records Law.

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

15. <u>Citizenship Verification</u>. Operator 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. § 4-114, as amended.

16. <u>Assignment</u>. This Agreement may not be assigned or transferred, nor many any obligations hereunder be delegated, by Operator without the prior written consent of Learning Community, which consent may be granted by Learning Community in its sole discretion.

17. <u>Ownership of Materials</u>. All original documents, marketing materials, illustrations, charts, graphs, maps, reproducible drawings, and reports and other materials, as well as any advancements, know-how, procedures or modifications to the Program and services provided hereunder (collectively, "Program Developments") conceived, developed or reduced to practice by Operator in connection with or as a result of the performance of its services under this Agreement shall be the exclusive property of Learning Community. Operator hereby assigns all right, title and interest in and to the Program Developments, and all intellectual property rights therein, to Learning Community. If Operator is deemed to have any right, title or interest, including without limitation any intellectual property right, in or to any Program Developments, or any modifications, updates, work product, improvements, upgrades, derivative works related thereto, Operator hereby assigns to Learning Community all such right, title and interest.

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

19. <u>Waiver</u>. The waiver by any party of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

20. <u>Entire Agreement</u>. Except as otherwise provided in this Agreement, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes and revokes any and all prior or existing agreements, written or oral, relating to the subject matter hereof, and this Agreement shall be solely determinative of the subject matter hereof.

21. <u>Amendment</u>. This Agreement may only be amended or modified by written agreement of all parties.

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:

Bradley Ekwerekwu, Chief Executive Officer

Date:

PROJECT HARMONY, a Nebraska nonprofit corporation

By:

Gene Klein, Executive Director

Date:

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

PARENT UNIVERSITY PROGRAM OPERATING AGREEMENT

Exhibit "A"

Parent University

BACKGROUND

Parent University is a comprehensive, two-generational family engagement program based on research and best practices that began in February 2015 at the Learning Community Center of North Omaha. A two-generational approach allows the program to focus on the whole family while creating opportunities for addressing needs of both children and the adults in their lives simultaneously. The program provides individualized and center-based supports and services to families whose children are under six and reside within the boundaries of Achievement Sub Council 2 The Learning Community is https://learningcommunityds.org/programs/learning-community-north/ is currently the only organization in Nebraska to be considered part of the Aspen Institute's ASCEND network.

The legislative intention of the Learning Community is to partner with school districts and other organizations to improve the educational outcomes of young children. Based on feedback from parents, the Learning Community designed and developed a new research-based program specifically catered toward supporting the education of young children. Parent University is showing strong results based on the third-party evaluation.

However, the demand has exceeded the capacity of the Learning Community. For the program to evolve with the appropriate infrastructure and program integrity, the Learning Community is seeking an experienced organization, Project Harmony, to work directly with the Director of Family Engagement Services to manage the day to day operations of the program.

KEY COMPONENTS

INDIVIDUALIZED SERVICES. Every parent who participates in Parent University goes through a thorough intake and assessment process and is assigned his or her own personal coach, an Educational Navigator or Family Liaison, to assist in personalizing the program to best achieve the family's identified goals and needs. The following individualized services are implemented based on need of the family.

NAVIGATOR SERVICES. Educational Navigators serve as personal parent advocates, helping parents gain better understanding of the publicschool system, community resources, child development and learning strategies. Navigators build strong relationships with participants to ensure individualized education and support using a research-based home visitation/parenting curriculum. In addition to monthly home visits, the navigators attend courses with parents to be able to assist them in transitioning the concepts learned during center-based learning to opportunities in the home.

LIAISON SERVICES. Families who need more than monthly home visitation due to multiple risk factors such as, but not limited to homeless, history of trauma and lack of support system and knowledge of community resources can be assigned a Family Liaison. Family Liaisons offer additional case management to families and serves as a liaison between Parent University, the child's school and the families' homes. Family Liaisons have the capacity to meet with students and families weekly until the immediate needs are met.

HOME VISITATIONS & GOAL SETTING. Navigators and Liaisons visit participants' homes, in person and virtually, to communicate with parents, conduct formal and informal needs assessments, connect parents with resources, model supportive learning activities, coach parenting skills, and attend to specific needs. Growing Great Kids® curriculum is utilized during home visitations as appropriate. On average, navigators' home visits occur approximately once every 30 days while liaisons' home visits occur weekly. Each participant works with their designated staff member to set personal and familial goals. All goals have strategies, and both are S.M.A.R.T. (Specific, Measurable, Attainable, Relevant, and Time-bound). Goals and strategies are reviewed during home visitations to ensure they remain relevant to the families' needs.

CENTER-BASED LEARNING. Parents have access to an onsite Parent Resource Room with access to library services through a partnership with Omaha Public Library. In addition, parents can select to attend a variety of Parent University courses at the center based on the family needs. Courses fit into four primary majors which were developed based on identified family needs:

PARENTING. Parents learn effective ways to parent their child(ren) and ways to support child development and learning through a series of courses designed to strengthen the parent-child bond and interactions.

LIFE SKILLS AND WELLNESS. Parent University partner organizations provide courses to strengthen family self-sufficiency in areas like adult basic education, ESL, and employment skills. This major contributes to stability so that families can support their students.

SCHOOL SUCCESS. In order to become full partners in their child's education, courses and workshops emphasize the importance of the parent's roles, responsibilities, and engagement opportunities.

LEADERSHIP. Courses empower parents to take on more active roles in their child's school and their community.

While parents attend courses, Parent University offers year-round child learning activities for the children focusing on the domains of early childhood development within two child learning rooms onsite.

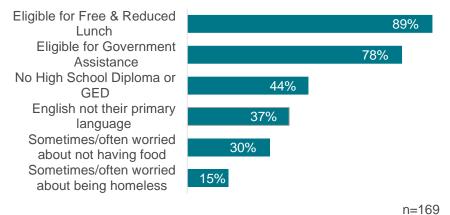
DEMOGRAPHICS

In 2018/2019 a total of 244 parents were enrolled in Parent University, which was an increase of 26 participants from the previous year. There were more females (67%) than males (33%). The majority (93%) of the parents represent racial and ethnic diversity. Most of the parents were African American (52%) or Hispanic (31%). Most of the parents (61%) were employed either part (11%) or full time (50%). Slightly more than half of the parents had either less than a high school degree (44%) or a high school diploma (21%). The remainder of the parents had some college (23%) or a college degree (10%). The families had 459 children of which 257 were within the target age range (early childhood age range) for the program.

MOST OF THE PARENTS SERVED REPRESENTED RACIAL AND ETHNIC DIVERSITY.



PARENTS FACE MANY CHALLENGES.



Parents in the program reported facing a number of challenges. Many parents (78%) accessed some type of government assistance (e.g., SNAP, Medicaid, WIC, TANF, and Title XX). Food insecurities (worried about having adequate food for the family) or homelessness were of concern for many families. Several (37%) of the parents' home language was not English. Many (44%) did not have a high school diploma. In most of these categories, the percentages were higher than the previous year. The challenges that many families face point to the complexity of the lives of the parents in Parent University and provide a context for interpreting the results of this report

MANAGEMENT AND STAFFING

The Director of Family Engagement Services (an employee of the Learning Community) will continue to be responsible for the continuous improvement driven by third party evaluation results, quality assurance and new programming initiatives. This position will have collaborative input in working with Project Harmony to hire a Program Director (Project Harmony employee) who will be responsible for the day to day operations of the program. Below are existing positions Project Harmony agreed to assume on behalf of the Learning Community.

- 1 Program Manager
- 1 Program Coordinator
- 4 Educational Navigators
- 2 Family Liaisons
- 1 Life Skills Instructor
- .25 Food Coordinator
- 4 PTE Child Learning Lead and Specialists

The managing organization, Project Harmony, will be responsible for recruiting/hiring for the additional positions in the organizational chart (listed below). The Learning Community Director of Family Engagement would have input into the hiring of the Program Director.

- 1 Program Director
- 1 Family Engagement Lead
- 1 Program Assistant
- 1 Child Learning Supervisor
- 2 PTE Child Learning Specialists
- .10 Intake Coordinator

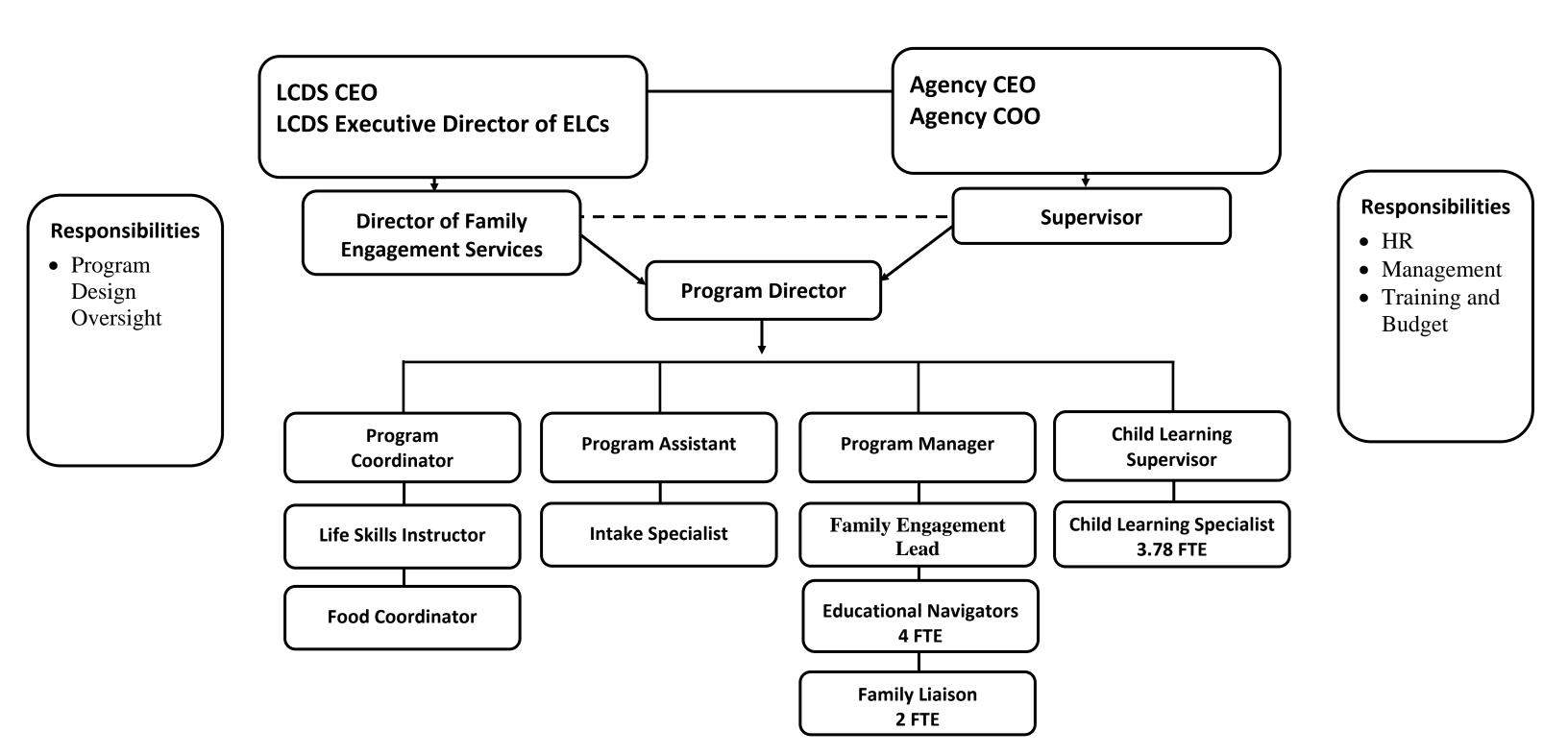
If the organization has existing capacity to assume the role of the intake coordinator, this option would be considered.

Initially, the Learning Community will continue to manage the day to day operations of physical facilities with the administration being onsite. In the future, it may be determined the administrative space is needed for programming, in which case leadership may move offsite and renegotiate the responsibilities of the Parent University management contract.

Impact	Input	Activities	Output	Outcome	Evaluation
Over time effects	Who/what's involved 🔶	What occurs	First effects	Second effects	Timelines
Family Support (Parent University only) Families are effectively engaged with their child's school with high expectations for their child's educational progress. Student's succeed in school.	Persons involved include: Parents/Caregivers and students in ECP, surrounding neighborhood or Parents/Caregivers enrolled in Parent University Family Support Workers LC Family Liaisons Family Engagement Director Family Engagement Coordinator Early Childhood Specialist Early Childhood Coaches Other Program Support Staff Community Partners Education Navigators	 Will provide: Group parenting, life skill and leadership classes Socialization opportunities (positive parent-child interaction opportunities) Home visits (individualized parenting education) to focus on application of learning concepts, connection to key community resources, and student learning Training on district protocol and procedures and how to partner with educational systems (e.g., schools, centers, afterschool programs) Referrals to community resources Support with transitions Developmentally appropriate practices Parent Resource Room Onsite Library Pre/Post Assessments Service Planning 	 # of families participate in parenting education opportunities (Director FEP-DFEP) # of families participating in home visits (individualized parenting education) # of families attending school events (DFEP) # of families referred for community resources (DFEP) # of families engaging in their child's school or community (DFEP) # of parents participating in adult learning activities (DFEP) 	 Families increase their knowledge/skills from participation in courses (course surveys, PARCA) (MMI) Families increase positive p-c relationships (KIPS) (MMI) Families increase their engagement with their child's school (Parent University Log, parent survey) (ECS & MMI) Parental expectations for their children's educational progress will increase (Parent survey) (MMI) Families maintain a medical home for at least 6 months (Review of case management notes) (DFEP) Parents increase feelings of self- efficacy, confidence & advocates. (Focus group) (MMI) Parents improve their literacy skills (GED and improved English skills) (MMI) # of preK children demonstrating increased vocabulary, academic and social skills 	Retrospective survey at the end of course Intake/Fall/Spring Ongoing Fall /Spring Intake/Fall/Spring Fall/Spring Spring Spring Data Pulled 2x per year Fall/Spring
ц Ц Ц		neighbor			

BUDGET

		202021		
PU – Programming			2%	2%
		20/21	21/22	22/23
Parent education class		26,255	26,780	27,316
LSW- Contracted services		20,400	20,808	21,224
School Success - Contracted services		5,630	5,743	5,857
Leadership - Contracted Services		6,273	6,398	6,526
Course materials and supplies		5,855	5,972	6,092
Childcare		10,200	10,404	10,612
Transportation		17,675	18,029	18,389
Food		25,538	26,049	26,570
Security		7,785	7,941	8,100
Community Engagement		27,116	27,658	28,211
Family Resource Room Supplies		9,690	9,884	10,081
Subtotal Program Expenses	_	162,417	165,665	168,979
Administration (PU)		,		
Wages:			3%	3%
Program Director	1	80,000	82,400	84,872
Program Manager	1	60,000	61,800	63,654
Coordinator	1	54,000	55,620	57,289
Child Learning Supervisor	1	50,000	51,500	53,045
Program Assistant	1	40,000	41,200	42,436
Family Liaisons	2	86,000	88,580	91,237
Navigators	4	172,000	177,160	182,475
Family Engagement Lead	1	46,000	47,380	48,801
Life Skills Instructor	1	49,000	50,470	51,984
Food Coordinator .25 FTE	-	32,760	33,743	34,755
Intake Specialist10 FTE		8,840	9,105	9,378
Child Learning Specialists - 4.5 FTE		135,720	139,792	143,985
FICA/Medicare		62,295	64,164	66,089
Retirement		16,286	16,775	17,278
Health Insurance		175,069	180,321	185,731
Life Insurance		9,900	10,197	10,503
Other Benefits		22,100	22,763	23,446
Subtotal Wages & Benefits	_	1,099,971	1,132,970	1,166,959
Other expenses - 19/20 budget numbers		1,000,071	1,152,570	1,100,555
Professional Development				
Contract Service		56,100	57,222	58,344
Tech Contracted Services		15,300	15,606	15,912
Mileage		428	437	445
Parking		765	780	796
Meals		765	780	796
Technology				
Comp. Equipment		18,360	18,727	19,094
Incentives - 10,000		,		,
Advertising		7,650	7,803	7,956
Printing		1,020	1,040	1,061
Website		510	520	530
Materials and supplies		010		223
Supplies		13,770	14,045	14,321
Furniture/Equipment		1530	1,561	1,591
Subtotal Other expenses		116,198	118,522	120,846
				-
Parent University Subtotal		1,378,586	1,417,157	1,456,784
10% Administration Charge	_	137,859	141,716	145,678
Grand Total		1,516,444	1,558,873	1,602,462



Parent University Team Members

Program Director – Administrative oversight of all operations of Parent University.

Program Manager - Oversees individualized services and supervises all direct care staff.

Program Coordinator – Oversees, supervises, and coordinates all center-based services.

Child Learning Supervisor – Oversees the child learning program and outcomes while supervising the childcare teams.

Family Engagement Lead – Assist Manager in supporting direct care staff.

Program Assistant – Supports the Director and program with administrative and clerical duties.

Life Skills Instructor – Teaches ESL and GED courses.

Educational Navigator – Assist families to apply new strategies taught to reach identified family goals.

Family Liaison – Works with families who are in crisis or children are having difficulties in school.

Child Learning Specialist – Engages children in learning while parents are onsite.

Intake Specialist – Accepts program referrals, checks eligibility, assigns cases and schedules intake appointments.

Food Service Coordinator – Plans and prepares food for families in Parent University.

THE LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES – GREATER OMAHA ATTENDANCE AND LEARNING SERVICES

PROGRAM FUNDING AGREEMENT

THIS PROGRAM FUNDING AGREEMENT (this "Agreement") is effective as of September 1, 2020 (the "Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("the Learning Community") and Greater Omaha Attendance and Learning Services, a Nebraska nonprofit corporation ("GOALS Center").

WHEREAS, pursuant to Neb. Rev. Stat. § 79-2104, as amended by Laws 2011, LB463, § 20, the Learning Community is authorized to provide funding to public and private agencies engaged in the juvenile justice systems that provide pre-filing and diversion programming designed to reduce excessive absenteeism and unnecessary involvement with the juvenile justice system;

WHEREAS, the Learning Community has, since March 5, 2013, provided funding to GOALS Center to support data collection and staffing efforts for research on issues surrounding attendance and truancy in order to further the GOALS Center's mission of improving student attendance and academic outcomes;

WHEREAS, the Coordinating Council of the Learning Community desires to continue to appropriate funds to support the GOALS Center truancy program in order to enhance data collection and research information focused on the outcomes of students and families who are involved with service coordination through the GOALS Center.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Program / Data. The GOALS Center program (the "Program") was developed to interrupt the truant behavior pattern by reducing the barriers to school attendance. The GOALS Center's mission is to address increasing absenteeism and at-risk behavior prior to mandatory referral to the Douglas or Sarpy County attorney through coordinated local efforts to improve student attendance and academic outcomes. The GOALS Center uses a multidisciplinary and multiagency team model to deliver early identification and appropriate assessment of truant children/families, including attention directed to family environmental factors affecting a student's school attendance. Through partnerships with each of the eleven (11) public school districts in Douglas and Sarpy County, GOALS Center provides rapid, coordinated, and targeted services in response to comprehensive needs identified through the assessment process. The GOALS Center requires funding to ensure that quality and timely data is gathered and maintained in order to provide an avenue to develop a program evaluation component and create comprehensive reports which will aid in the further development of the GOALS Center service model. The Program is set forth in more detail in the Program Description attached hereto as Exhibit "A" and by this reference specifically incorporated herein.

2. <u>Program Announcements</u>. The Learning Community may include information regarding the Program in any external communications of the Learning Community.

3. Duties of GOALS Center.

a. With the funding provided pursuant to this Agreement, the GOALS Center agrees to (i) fund one (1) full-time Data/Research position; (ii) fund one (1) half-time position to serve as an Intake Coordinator; and (iii) apply additional resources to the costs relating to the GOALS Center's computer and technology needs.

b. In order to accomplish the evaluation of the Program, as required by applicable laws, Learning Community hereby designates the GOALS Center as its authorized representative, as used in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g(b)(1)(C), 34 C.F.R. 99.31(a)(3), ("FERPA") and 92 N.A.C. 6 ("Rule 6") for receiving personally identifiable information ("PII") from students' education records (as defined in FERPA and Rule 6). The GOALS Center shall: (a) not disclose any PII from students' education records to any unauthorized third party; (b) not make any use of PII except for the purpose of evaluating the Program; and (c) comply with applicable laws (including, without limitation, FERPA and Rule 6).

4. <u>Term</u>. The initial term of this Agreement ("First Term") shall begin effective as of September 1, 2020 and, unless earlier terminated in accordance with the provision of this Agreement, shall remain in effect until August 31, 2021. Thereafter, unless either Party hereto gives the other Party written notice of its election not to renew this Agreement on or before July 1, 2121, this Agreement shall automatically be renewed for a second twelve (12) month term ("Second Term") effective as of September 1, 2021 and shall remain in effect until August 31, 2022 unless earlier terminated in accordance with the provisions of this Agreement. Except as set forth herein, unless otherwise mutually agreed by the Parties hereto, the Second Term shall be subject to the same terms and conditions as the First Term as provided in this Agreement.

5. <u>Program Funding</u>. Subject to the terms and conditions of this Agreement, unless earlier terminated in accordance with this Agreement, during the term of this Agreement, the Learning Community will make payments to GOALS Center to assist GOALS Center in providing the Program, in accordance with the following:

a. *First Term Payment.* For the First Term of this Agreement, the Learning Community will pay GOALS Center an amount not to exceed Ninety-Five Thousand Dollars (\$95,000.00), which payment shall be made in two (2) installments, with the first installment payment in the amount of Seventy Thousand and No/100 Dollars(\$70,000.00) to be made within thirty (30) days after September 1, 2020 and upon receipt of a written invoice for such amount from GOALS Center, and with the second installment payment in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) to be made to GOALS Center within thirty (30) days after August 31, 2021 and upon the Learning Community's receipt of (1) a written invoice for such amount from GOALS Center, (2) an itemized listing of the expenses actually incurred by GOALS Center in connection with the Program during the First Term as provided for in Section 5.d. below, and (3) the annual report required pursuant to Section 7 herein below, and with all such items being subject to the approval of the Learning Community.

b. Second Term Payment. If this Agreement remains in effect for the Second Term ending August 31, 2022, GOALS Center will be paid an amount not to exceed Ninety Five Thousand Dollars (\$95,000.00), which payment shall be made by the Learning Community in two (2) installments, with the first installment payment in the amount of Seventy Thousand and No/100 Dollars (\$70,000.00) to be made within thirty (30) days after September 1, 2021 and upon receipt of a written invoice for such amount from GOALS Center, and with a second installment payment in the amount of Twenty-Five

Thousand and No/100 Dollars (\$25,000.00) to be made to GOALS Center within thirty (30) days after August 31, 2022 and upon the Learning Community's receipt of (1) a written invoice for such amount from GOALS Center, (2) an itemized listing of the expenses actually incurred by GOALS Center in connection with the Program during the Second Term as provided for in Section 5.d. below, and (3) the annual report required pursuant to Section 7 herein below, and with all such items being subject to the approval of the Learning Community.

c. From payment by the Learning Community as described above, GOALS Center shall only pay expenses actually incurred that are directly related to the Program.

d. At the conclusion of each of the First Term and the Second Term of this Agreement, GOALS Center shall submit to the Learning Community an itemized listing of expenses actually incurred by GOALS Center, which shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. The Learning Community shall, after reasonable review and approval of the invoice, pay to GOALS Center, within thirty (30) days of receipt thereof, the amount of said invoice due and owing to GOALS Center, if any, pursuant to this Agreement after application of the initial payment for such term as made by the Learning Community pursuant to Section 5.a. or 5.b. above; provided, however, that the total amount paid by the Learning Community to GOALS Center for each of the First Term and Second Term shall not exceed the amounts set forth in Section 5.a. or 5.b. above.

e. The amount(s) to be paid by the Learning Community as provided under this Section 5 shall constitute the entire consideration to be paid by the Learning Community to GOALS Center for the Program. The Learning Community shall not be liable for any further costs, including, but not limited to, overhead, social security, pension, employment compensation, taxes, or any other expenses, incurred by GOALS Center in the performance of the services related to the Program.

f. GOALS Center shall be solely and exclusively responsible for any and all payments for services related to the Program, including any and all services provided by any third party contracted by GOALS Center in furtherance of the Program. Except as set forth in Section 5.a. or 5.b. above, the Learning Community shall not be responsible for any payment for services related to the Program and in no event shall be responsible for any payment to any third party contracted by GOALS Center acknowledges and agrees that GOALS Center shall be solely responsible for the total amount of expenses actually incurred which exceed, if any, the amounts to be paid pursuant to Sections 5.a. and 5.b. above.

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

h. GOALS Center agrees and acknowledges that no Learning Community funds shall be paid by GOALS Center to any Coordinating Council member or Learning Community employee, or any immediate family member thereof, for any purpose. For purposes of this Section 5.h., "immediate family member" is defined as a spouse, parent, sibling, child or stepchild of a Coordinating Council member or Learning Community employee.

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

Termination. This Agreement may be terminated prior to the natural conclusion 6. of the First Term or the Second Term, by mutual agreement of the Parties or unilaterally by either Party, with or without cause, by giving sixty (60) days written notice to the other Party of its election to terminate. Upon early termination of this Agreement, GOALS Center shall be entitled to retain all Learning Community payments received or to be received to pay GOALS Center for employment costs, services and other expenditures to the extent reasonably incurred by GOALS Center on or before the effective date of the termination of this Agreement. Subject to GOALS Center's provision of the report described in Section 7 the Learning Community will pay to GOALS Center, upon termination, any additional amounts necessary to reimburse GOALS Center for any costs reasonably incurred by GOALS Center to the date of termination that are to be paid from Learning Community funds under the provisions of Section 5.d. that have not been previously paid. In the event, at the date of termination, GOALS Center has received funds from the Learning Community for costs not incurred and/or services not provided on or before the effective date of the termination of this Agreement, GOALS Center will refund such excess amount to the Learning Community immediately. The provisions regarding payment and repayment of Learning Community funds in this Section 6 shall survive termination or expiration of this Agreement

7. <u>Reporting</u>. During the term of this Agreement, GOALS Center shall prepare and submit to the Learning Community information regarding Program activity, including the following: (i) an Evaluation Plan approved by the GOALS Program Executive Committee; (ii) quarterly and annual reports that describe at an aggregate level, the number of students served, the services provided and the outcomes achieved by the Program; (iii) copies of any surveys that are implemented; and (iv) copies of any research briefs or similar information that is gathered in connection with the resources provided under this Agreement.

All reports required pursuant to this section shall be submitted to the Chief Executive Officer of the Learning Community within thirty (30) days after the last day of the fiscal quarter or year for which such report is required.

At the request of the Learning Community, the GOALS Center shall make a live presentation of the fiscal year report to the Learning Community Coordinating Council.

8. <u>Learning Community Participation</u>. During the term of this Agreement, the Chief Executive Officer, or other designated representative of the Learning Community, may be requested by the GOALS Center to attend and participate in the Program meetings.

9. <u>Independent Contractor</u>. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, it being understood and agreed that no provision contained herein, nor any act of the Parties hereto, shall be deemed to create any relationship between the Parties hereto other than that of Independent contractors. No Party to this Agreement shall have authority to bind another Party to this Agreement.

10. Indemnification. Each Party covenants and agrees to indemnify and hold harmless the other party, its Board members, council 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, attorneys' fees, in any way arising out of or based upon the negligent or willful acts or omissions of the other Party, its Board members, officers, consultants, agents, employees and representatives in the conduct of its duties and obligations as specified in this Agreement and further agrees to pay all expenses in defending against any such claims made against the Indemnified Parties; provided, however, that neither Party shall be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Indemnified Parties.

11. <u>Notices</u>. 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 The Learning Community of Douglas and Sarpy Counties 1612 N. 24th Street Omaha, NE 68110 Phone: (402) 964-2405 FAX: (402) 964-2478

If to GOALS Center:

Nicole Seymour GOALS Center Executive Director 3215 Cuming Street Omaha, NE 68131 Phone: (402) 557-2539 FAX: (402)_____ treva.haugaard@goals-center.org

12. <u>No Third Party Rights</u>. This Agreement is not intended to, nor shall it, provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of the Indemnified Parties.

13. <u>Drug Free Policy</u>. GOALS Center assures the Learning Community that it has established and maintains a drug free workplace policy.

14. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. <u>Non-Discrimination</u>. The Parties shall not, in the performance of this Agreement, discriminate or permit discrimination because of membership in any class protected by applicable local, state, or federal law.

16. <u>Citizenship Verification</u>. GOALS Center 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.

17. <u>Assignment</u>. This Agreement may not be assigned or transferred by GOALS Center without the prior written consent of the Learning Community, which consent may be granted by the Learning Community in its sole discretion.

18. <u>Ownership of Materials</u>. All original documents, illustrations, charts, graphs, maps, reproducible drawings, reports and other materials developed by GOALS Center as a result of the performance of its services under this Agreement shall be shared with the Learning Community and remain the exclusive property of the GOALS Center.

19. <u>Severability</u>. Should any part hereof or any section(s) of this Agreement be rendered or declared illegal, invalid, or unenforceable by an court of competent jurisdiction, the remaining portions of this agreement shall not be affected thereby.

20. <u>Waiver</u>. The waiver by any Party of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

21. <u>Entire Agreement</u>. This Agreement, including the recitals, exhibits and/or schedules hereto, each of which is incorporated herein and made part of this Agreement by this reference, constitutes the entire agreement between the Parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

22. <u>Amendment</u>. This Agreement may only be amended or modified by written agreement of the Parties hereto.

23. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

The Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision

Ву: _____

Name:

Its: Chief Executive Officer

Date: _____

Greater Omaha Attendance and Learning Services, a Nebraska nonprofit corporation

Ву: _____

Name: Nicole Seymour

Its: Executive Director

Date: _____

EXHIBIT A

Program Description



www.goals-center.org

To: David Patton

Learning Community of Douglas and Sarpy Counties

- Re: Request for Financial Support for GOALS data collection, program evaluation, and technology
- Date: May 26, 2020

Dear Mr. Patton,

Please accept this letter as the formal request for financial support from the Learning Community to the GOALS Center for the 2020-2022 school years

The GOALS Center would be unable to function in the capacity it does without the generous support of the Learning Community. The funds provided through this grant have continued to support critical agency infrastructure and staff that provide agency oversight, strategic development, and program evaluation. In addition, the funding supports the ability for GOALS to obtain assistance in meeting the organizations technological needs that would otherwise remain unmet.

Since the last report provided to the Learning Community (November 2019) the GOALS Center has made significant progress in program evaluation, program growth, and organizational development internally and externally for the benefit of the students, families, and community.

Internally GOALS was able to complete and finalize the agency's first detailed Family Advocate Program Description. This document is the backbone of how Family Advocate services will be delivered to families and outlines program expectations, to include qualitative and quantitative metrics. In the last report to the Learning Community we stated that over the next 12-18 months the organization would develop in the following areas:

- Full program evaluation
- Detailed service description
- Improved case management functions
- Defined target population
- Development/implementation of new case management system (K-2 w/OPS)
- New and interactive website and increased social media presence
- Clear outward facing key program indicators using the principles of Results Based Accountability
- Data management and reporting that is transparent to all stakeholders and outlines GOALS areas of impact
- Intentional community partnerships that address family barriers that impact student attendance subsequently closing the achievement gap for students while keeping families from penetrating the child welfare and juvenile justice systems

I am proud to report that GOALS exceeded this benchmark and completed nearly all the targets in just under six months! Utilizing the agency's areas of strengths and weakness we were able to construct the components in the program description, subsequently achieving completion of several key goals. Goals achieved are as follows:

• Detailed service description

•

- Improved case management functions
 - Streamlined processes
 - Refined data tracking mechanisms
 - Updated bi-lingual family friendly case management forms
 - o Reduction/elimination of duplicative tasks agency wide



www.goals-center.org

- Defined target population
- Increased social media presence
- Finalized key program indicators
- Implementation of a new Evidenced-Based family assessment tool (North Carolina Family Assessment Scales General or NCFAS-G)
 - Addition of the NCFAS-G and OHIO Scales assessment web-based electronic database
- Comprehensive service program quality assurance evaluation process to assess for timeliness and quality
 - Statistical data will be disaggregated, by advocate each month, to monitor for timeliness of met outcomes and staff impact
 - o Random file case reviews by the GOALS Program Supervisor to evaluate for efficacy and quality of documentation

The development and implementation of the above listed processes affords GOALS the ability to continue to strategically supplement and sustain our impact to families struggling with barriers that contribute to decreased student attendance. That very work is a valuable component of the Community Achievement Plan and furthers the collaboration and collective impact across Douglas and Sarpy Counties. No other provider is accessible to students, families, or schools to work in the community and the support from the Learning Community will demonstrate the continued necessity of coordinated efforts to improve student outcomes.

To provide additional oversight and accountability for the agency I was able to re-write the agency position responsible for program evaluation and quality assurance to enhance the value and prevue within the role of organization. I also created a Program Supervisor position overseeing the advocates which includes targeted responsibilities in the areas of collecting and analyzing data to monitor for program impact.

I am requesting a contribution not to exceed \$95,000 per year (2020-2021 and 2021-2022) to fund staff positions directly related to continuous quality improvement and assessment of program effectiveness. These positions clearly assess, guide, and improve our work. Additional funding would be dedicated to website/technology development. Estimated annual costs are as follows:

- 100% full-time Data & Evaluation Coordinator salary \$44,735.00
- ✤ 45% full-time Program Supervisor salary \$25,550.00
- 100% part-time Intake Specialist salary \$21,606.00
- Technology costs \$3109.00

The above estimates are based on current staff salaries and the GOALS board approved budget for fiscal year July 2020-June 2021.

I appreciate the council's consideration of our funding request. GOALS would not be able to serve students and families in their homes and communities without this important relationship. This support demonstrates the long-standing partnership between GOALS and the Learning Community as essential collaborators under the Community Achievement Plan.

Please let me know if you have any questions or concerns. Thank you for your time.

Sincerely,

Mark Sammer

Nicole Seymour Executive Director Greater Omaha Attendance & Learning Services

THE GOALS CENTER

THE LEARNING COMMUNITY

APRIL 16, 2020



DATA REVIEW

DECEMBER 1, 2019- MARCH 2020

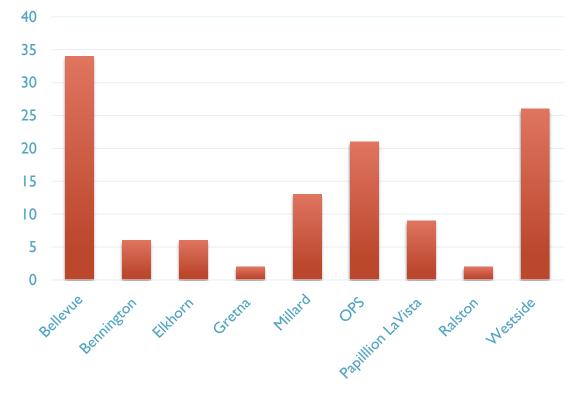


DATA REVIEW DECEMBER I, 2019-MARCH I, 2020

Student Summary

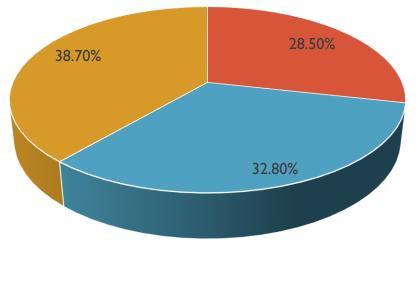
- II9 Students Accepted
- 79 engaged with services
- 44 Schools Served in 9 Districts

Students by District



STUDENTS DEMOGRAPHICS DECEMBER 1, 2019-MARCH 31, 2020

Grade Level Distribution

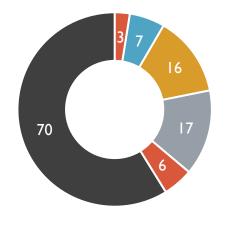


Student Age and Grade Levels			
Average Age	12.7		
Age Range	5-17 years old		
Average Grade	7 th		
Grade Range	Kindergarten-12 th grade		

Elementary School Middle School High School

STUDENTS DEMOGRAPHICS DECEMBER 1, 2019-MARCH 31, 2020

Race and Ethnicity of Students



- American Indian/Alaska Native Asian
- Black/African American
- Hispanic/Latino
- Multi-Racial
- White/Caucausian

- Languages of Families Served
 - English
 - Spanish
 - Burmese
 - Karen
 - Somali

STUDENTS DEMOGRAPHICS DECEMBER 1, 2019-MARCH 31, 2020

REPORTED INCOME



STUDENTS FROM 31 ZIP CODES WERE SERVED

Most Common Zip Codes

STUDENT OUTCOMES

DECEMBER 31, 2019- MARCH 31, 2020

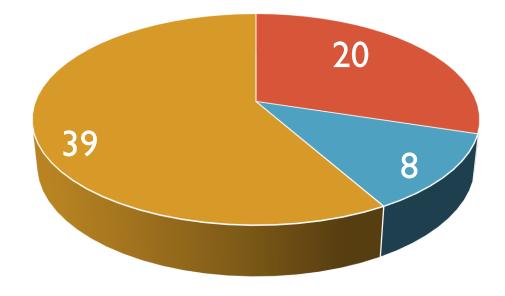


CLOSURE REPORT DECEMBER 1, 2019- MARCH 31, 2020

67 Total Closures

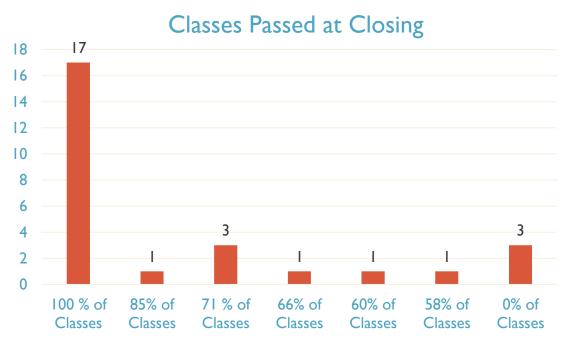
II9 Students served

- 79 Students engaged (did not close due to no-contact)
- Of 28 engaged closures, 71% were closed successfully



OUTCOME SUMMARY

- Of 28 Engaged Closures
 - 22 improved attendance from initial month of service
 - 5 did not improve attendance from initial month of service
 - I 0.7% (3 students) were court involved at closure



Percentage of Classes Passed at Closing

STAKEHOLDER AND CONSUMER SURVEY RESULTS

DECEMBER 1, 2019- MARCH 31, 2020



STAKEHOLDER SURVEY RESPONSE RATES

42 surveys were returned and GOALS had 51 unique referrers in 2019-2020 for an 82% response rate

Surveys received from 9 of the 11 school districts:

- Bellevue Public Schools
- Bennington Public Schools
- Elkhorn Public Schools
- Gretna Public Schools
- Millard Public Schools
- Omaha Public Schools
- Papillion-LaVista Community Schools
- Ralston Public Schools
- Westside Community Schools

OVERALL SCHOOL PARTNER RESULTS

63% of respondents were satisfied with the GOALS Center The Goals Program communicates well and works hard to help students.

Quick turnaround after referral

Response time, meeting with families outside of school, communication with school

An advocate's ability to build relationships with kids.

Spanish speaking services and access for support for Spanish speaking families.

GOALS is a great partner to schools when dealing with students who struggle to get to school. They provide a service that the schools can not by working with not only the student, but going into the home and working with the entire family.

Factors that influenced satisfaction 84 % of respondents reported they were "somewhat or extremely likely" to utilize GOALS again

76% were "somewhat or extremely likely" to recommend the GOALS center to other school staff

82% were "somewhat or extremely likely" to refer other students and families to GOALS

2019-2020 SURVEY RESPONSES REFERRING PARTNERS

WHAT SCHOOL PARTNERS ARE SAYING ABOUT GOALS

- What do you like most about GOALS?
 - I like the relationship they form with students, and how they hold kids accountable.
 - The Goals Center communicates well and works hard to assist our students.
 - I appreciate that they can help families with attendance, but also a lot of other needs as well.
 - I like the ideas behind GOALS to help support student attendance.
 - Their ability to eliminate or reduce the roadblocks for students not attending school.

- What do you like least about GOALS?
 - That the program seems to be spread thin.
 - Like any prevention program, there are some families that are referred that need more than the program can offer. Truancy is the symptom of a larger problem that is often very hard to address.
 - Sometimes difficulty using the system(i.e. logging in)
 - If the website had more information on their homepage outlining the services provided, I think more families would be willing to accept help.
 - I wish things could move faster but I understand the factors and complications that can get in the way and slow things down at times.

STUDENT AND CAREGIVER SURVEY OVERVIEW

- Surveys offered to students and caregivers at closing and completed on paper
 - Some delays in receiving surveys since Covid-19
- I4 Respondents from December 2019-March 2020
 - 8 students, and 6 caregivers

Survey Item (I=Strongly Disagree, 5=Strongly Agree)	Average Rating
The Family Advocate helped me feel more confident more confident that I can successfully attend school/support my child in school	4.6
I understand the importance of attending/my child attending school	4.4
I was treated with respect by my Family Advocate	4.9
The Family Advocate listened to me and understood my concerns	4.9
The service plan was based on my/ my child's strengths	4.7
The Family Advocate met with me/my family when it was good for my schedule	4.9
I was satisfied with the supports and services that the Family Advocate arranged for me/my family	4.9
I would encourage other students/families struggling with attendance to participate with the GOALS program	4.8
Overall how would you rate the quality of the GOALS Program (4.6)	4.8

STUDENTS AND PARENTS

WHAT STUDENTS AND CAREGIVERS LIKE MOST ABOUT GOALS

The ability to communicate with advocate about my grandson, about any difficulties. Also, the plans that were created to keeping him on track with school and home.

I like the support the most, having someone to talk to that actually cares

Everyone was nice and good to me and my family

"FA" stayed in touch with me and my daughter. She made sure I was aware everytime she was going to see my daughter at school.

Can't think of anything [to change]. I think the program has been a great help.

I liked how I had somebody to check up on me about school and grades

PROGRAM DEVELOPMENT

2020



In an effort to evolve as an agency and service provider, GOALS has established new program delivery guidelines.

New Program Delivery:

- Established February 2020
- An effort to streamline processes
- To create a more intensive service to students and their families
- To establish solid Key Performance Indicators (KPI's)

TARGET POPULATION



PROGRAM COMPONENTS

- **6-12 months** of family-centered, wraparound case management for children and families provided by trained Family Advocates
- Family Advocates utilize **two evidenced based assessment tools:** The North Carolina Family Assessment Scale (NCFAS-G) and the Ohio Scales Assessment.
- Families will have a completed service plan within 30 days of initial contact with a Family Advocate.
- Service Plans will be updated on a monthly basis with the student and their family
- Comprehensive Attendance Success Plan upon completion of the Family Advocate services.

SERVICE DELIVERY

To disrupt student chronic absenteeism and resolve attendance concerns, Family Advocates provide a developmentally appropriate set of interventions and collaborative plans to address the needs of the student and family.

Kindergarten-5th Grade	6th-12th Grade		
Family Advocates will:	Family Advocates will:		
 Meet with school partner within 5 business days	 Meet school partner within 5 business days of		
of receiving referral and monthly thereafter	receiving referral and monthly thereafter		
 Meet monthly in the family home with the	 Meet monthly in the family home with the		
caregiver	caregiver		
 Visit with the student in the school setting	 Visit with the student in the school setting		
twice a month	weekly		
 Review student attendance on a weekly basis and follow-up weekly with caregiver 	 Review student attendance on a weekly basis and follow-up weekly with caregiver and student 		

PROGRAM CLOSURE CRITERIA

Successful	 Student decreased absences by 10% from first month of service Family was not referred to the county attorney's office for the duration of time served by the GOALS Center Family achieved outcomes identified on the GOALS service plan
Unsuccessful	 Student did not demonstrate a decrease in absences by 10% Student/family was referred for formal court involvement based on issues directly related to attendance Student/family disengaged after initial 30 days of working with FA
No-Contact	 Caregivers passively declined no-contact Family advocates made active effort for 30 days including letters, phone calls, unannounced phone visits, and collaboration with school partners without successful engagement

KEY PERFORMANCE INDICATORS



Increase Attendance

90% of Students will demonstrate increased attendance by 10% while engaged in goals services.



Formal System Prevention

Less than 10% of GOALS families will have formal court involvement for reasons related to truancy or educational neglect within 12 months of case closure.



80% of families will not re-enter GOALS services within 12 months of case closure.

GOALS EVALUATION PLAN

2020-2021



PROGRAM EVALUATION

Case management

Survey platforms

NCFAS Database



FAMILY ADVOCATE PROGRAM DEVELOPMENT LOGIC MODEL 2020-2021

Inputs	Activities	Outputs	Determined
Internal Supports Administrative Staff Data and Evaluation Leadership Front Line Staff External Supports and Consumers Students and families School partners Board of Directors Community Partners Funders State and Local Government Funding Sources Program Funding Operational Funding Technology Data management	Planned Work Comprehensive data review -Attendance -Referral -Case files -Timeliness Stakeholder and consumer surveys Quarterly Key Performance Indicator (KPI) assessment NCFAS and Ohio Scales Data collection on Evello system	Student and Family InformationTotals and demographicsTarget populationSchool days missed at referralReferring parties/districtReferral accuracyClosure outcomesTimeliness of Service DeliveryContact requirementsService plansCase staffing reportsMonthly attendance trackingNCFASTrend dataResources available in community to mitigatepresenting issuesSatisfaction Surveys	Refined target p Caseload size ad Intensity, freque Defined Key Per Partnership Diversified inten providers Secured funding Community Enhanced comm to meet the indiv Increased preser Attendance Decrease in chro
		Annual reporting of stakeholder surveys	asheal districts

Annual reporting of stakeholder surveys Regular quarterly reporting of caregiver and student satisfication surveys

Outcomes

d Greatest Impact

population ency and duration of services erformance Indicators (KPI's)

p and Funding

entional usage of community-based g in line with program objectives

Impact

munity resources and partnerships ividualized needs ence in collaborative groups

hronic absenteeism across all 11 school districts Decreased formal system involvement Greater educational achievement

QUESTIONS?

THANK YOU!





FAMILY ADVOCATE PROGRAM DEVELOPMENT LOGIC MODEL 2020-2021

Inputs

Internal Supports

Administrative Staff Data and Evaluation Leadership Front Line Staff

External Supports and Consumers

Students and families School partners Board of Directors **Community Partners** Funders State and Local Government

Funding Sources

Program Funding Operational Funding

Technology

Data management Case management Survey platforms NCFAS Database

Activities

Planned Work

Comprehensive data review -Attendance

-Referral

-Case files

-Timeliness

Stakeholder and consumer surveys

Quarterly Key Performance Indicator

(KPI) assessment

NCFAS and Ohio Scales Data

collection on Evello system

Outputs

Student and Family Information

Totals and demographics Target population School days missed at referral Referring parties/district Referral accuracy Closure outcomes

Timeliness of Service Delivery

Contact requirements Service plans Case staffing reports Monthly attendance tracking

NCFAS

Trend data Resources available in community to mitigate presenting issues

Satisfaction Surveys

Annual reporting of stakeholder surveys Regular quarterly reporting of caregiver and student satisfication surveys

Outcomes

Determined Greatest Impact

Refined target population Caseload size adjustments Intensity, frequency and duration of services Defined Key Performance Indicators (KPI's)

Partnership and Funding

Diversified intentional usage of community-based providers Secured funding in line with program objectives

Impact

Community

Enhanced community resources and partnerships to meet the individualized needs Increased presence in collaborative groups

Attendance

Decrease in chronic absenteeism across all 11 school districts Decreased formal system involvement Greater educational achievement



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

2020-2021/22 DISTRICT INITIATIVES SUMMARY SHEET

		SUBCOUNCIL 1		
District / Organization Name	Participating Schools	Type of Program	Program Year	Contract Amount for 2020-21
OPS	Boyd, Prairie Wind, Sunny Slope, Joslyn, Springville, Saddlebrook	Instructional Coaching	2020-22	\$203,990.00
			Total Cost:	\$203,990.00
		SUBCOUNCIL 3		
District / Organization Name	Participating Schools	Type of Program	Program Year	Contract Amount for 2020-2
Completely KIDS	Field Club	Extended Learning / School Year	2020-21	\$40,800.00
OPS	Western Hills, Beals, Jefferson, Edison, Washington	Instructional Coaching	2020-22	\$154,646.00
Ralston Public Schools	Mockingbird, Blumfield, Karen Western, Wildewood, Seymour, Meadows	Instructional Coaching	2020-22	\$63,697.27
Westside Community Schools	Westbrook, Westgate, Hillside	Instructional Coaching	2020-22	\$46,862.56
			Total Cost:	\$306,005.83
	:	SUBCOUNCIL 5		
District / Organization Name	Participating Schools	Type of Program	Program Year	Contract Amount for 2020-2
Bellevue Public Schools	Avery, Betz, Belleaire, Bertha Barber, Birchcrest, Central, Twin Ridge	Instructional Coaching	2020-22	\$309,000.00
			Total Cost:	\$309,000.00
		SUBCOUNCIL 6		
District / Organization Name	Participating Schools	Type of Program	Program Year	Contract Amount for 2020-2
DC West Community Schools	DC West	Extended Learning / Summer	2020-21	\$6,969.05

Elkhorn Public Schools	Arbor View, Blue Sage, Fire Ridge,	Extended Learning / Summer	2020-21	\$22,131.05
Elkhorn Public Schools	Hillrise, Manchester, Sagewood, Skyline, Spring Ridge, West Bay, West Dodge Station, Westridge			
Papillion-La Vista School District	Carriage Hill, G. Stanley Hall, Golden Hills, La Vista West, Parkview Heights	Jumpstart to Kindergarten	2020-21	\$88,332.98
Springfield Platteview Community Schools	Springfield, Westmont	Extended Learning / School Year	2020-21	\$4,950.00
			Total Cost:	\$122,383.08
TOTAL COST OF ALL PROGRAMS:			OF ALL PROGRAMS:	\$941,378.91