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LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

AGENDA

May 21, 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 – April 16, 2020
5. Reports
 - a) Chair
 - b) Treasurer
 - i. **Action Item:** Motion to accept the Treasurer's Report dated April 30, 2020
 - c) Chief Executive Officer
 - d) Legal Counsel
6. Public Comments
7. Superintendents' Plan for Early Childhood Education Update
8. Learning Community Center of South Omaha Update – Renee Franklin
9. Learning Community Center of North Omaha Update – Renee Franklin /Jamalia Parker
 - a) Motion to approve Early Childhood Partnership Contract
 - i. **Action Item:** Upon recommendation of Subcouncil 2, the Council authorizes the CEO to enter into a written agreement with Omaha Public Schools for the Early Childhood Partnership with Omaha Public Schools, as described in the attached contract for FY 2020/2021, 2021/2022 and 2022/2023 with funding from Subcouncil 2 elementary levy funds, not to exceed a total of \$2,673,368.75. Approval is contingent on Council

approval of authorization of the elementary levy and the fiscal year budgets for each of the above fiscal years for the Learning Community.

10. Subcommittee Reports

a) Elementary Learning and Diversity Subcommittee

i. Program Evaluation Agreement – Renee Franklin

Action Item: Upon recommendation of the Elementary and Diversity Subcommittee, motion to renew Programming and Community Achievement Plan Evaluation Agreement with the University of Nebraska Medical Center to have the Munroe Meyer institute provide evaluative and consultative services as set forth in the document entitled “Program and Community Achievement Plan Program Evaluation Agreement”, and appropriate \$441,494.00 from the Elementary Learning Center Fund Budget for FY 2020/2021. Approval is contingent upon Council approval of the 2020/2021 fiscal year budget for the Learning Community.

b) Budget, Finance & Audit Subcommittee

c) Legislative Subcommittee

11. New Business

a) District Initiatives Process and Agreements

- i. **Action Item:** Upon recommendation of Achievement Subcouncils 1 and 3 and the Executive Committee for Achievement Subcouncil 6, motion to authorize the CEO to enter into ELC programming agreements with school districts and community organizations to fund extended learning, kindergarten jumpstart and instructional coaching programs as described in the Summary Sheet (attached) for the 2020/2021 fiscal year totaling \$630,678.00 from elementary levy funds. Approval is contingent on Council approval of authorization of the elementary levy and the 2020/2021 fiscal year budget for the Learning Community.

b) Discuss GOALS Contract

- c) **Action Item:** Motion to accept the resignation of Subcouncil 1 Council Member – Bradley Ekwerekwu as presented in formal letter.

12. Old Business

- a) **Action Item:** Upon recommendation of the Elementary Learning and Diversity Subcommittee, motion to approve the Socioeconomic Diversity Plan for the 2020/2021 School Year as presented in the handout entitled “2020/2021 Diversity Plan.”

13. Next Council Meeting –

- June 18, 2020 Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

14. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee	To Be Determined
LC Coordinating Council	June 18, 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 April 16, 2020
- Treasurer's Report dated April 30, 2020
- OPS Early Childhood Contract and Recommendation
- MMI Contract and Recommendation
- District Initiatives
- Bradley Ekwerekwu's Resignation Letter
- Diversity Plan

If you would like to make Public Comment at this meeting, please submit your name, address and subject/ topic you wish to comment on by Tuesday, May 19, 2020, at 12:00 noon to pbenzel@learningcommunityds.org.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

April 16, 2020

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held April 16, 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 April 8, 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 April 10, 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: Ekwerekwu, Hager, Hahn, Kozel, Martinez-Real, Thommes, Williams, Kelley

Voting Members Absent: Hoeger, Ward, Woodward

Voting Members Excused: Avery

Staff Present: Franklin, Parker, Patton, Kreher, Benzal, O'Hara

Also Present: Margaret Hershiser, Koley Jessen P.C; Lisa Roy, BECI; Martha Bruckner, MOEC

4. **Approval of Minutes.** Chair Kelley presented the Council minutes from the March 19, 2020 and March 28, 2020 public meetings of the Council. Motion by Mr. Hager, seconded by Ms. Martinez-Real to approve the minutes of the Council meetings held on March 19, 2020 and March 28, 2020. Yeas: Ekwerekwu, Hager, Hahn, Hahn, Kozel, Martinez-Real, Thommes, Williams, Kelley. Abstain: None: Nays: N o n e . **Motion carried.**

5. **Reports**

- a) Chair Kelley thanked the Council and staff for participating in the March 28, 2020 meetings.

It is noted for the record that Ms. Woodward joined the meeting via Zoom at 6:14 p.m.

- b) Treasurer

- i. Motion by Mr. Thommes, seconded by Ms. Hahn, upon recommendation of the Budget, Finance & Audit Subcommittee, to accept Treasurer's Report dated

March 31, 2020. Yeas: Ekwerekwu, Hager, Hahn, Kozel, Martinez-Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: N o n e . **Motion carried.**

- c) Chief Executive Officer – Mr. Patton reported on actions dealing with the Coronavirus.
- d) Legal Counsel – No Report
- 6. Superintendents' Plan for Early Childhood Education Plan Overview – Lisa Roy provided a report.
- 7. Learning Community Center of South Omaha Update – Ms. O'Hara and Ms. Franklin provided a report.
- 8. Learning Community Center of North Omaha Update – Ms. Parker and Ms. Franklin provided a report. Ms. Franklin discussed OPS Early Childhood Partnership Contract.
- 9. Subcommittee Reports
 - a) Elementary Learning and Diversity Subcommittee – No Report. Ms. Franklin discussed District Initiatives.

It is noted for the record that Mr. Hoeger joined the meeting via Zoom at 6:26 p.m.

- b) Budget, Finance & Audit Subcommittee –
 - i. Motion by Mr. Hoeger, seconded by Ms. Woodward, upon recommendation of the Budget, Finance and Audit Subcommittee, to approve a \$1,000,000.00 (one million dollars) Cyber Insurance policy, as presented in the meeting materials. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: N o n e . **Motion carried.**
 - c) Legislative Subcommittee – Mr. Hager provided a report.
10. New Business –
- a) Mr. Patton discussed the UNMC contract.
 - b) Motion by Chair Kelley, seconded by Ms. Hahn, upon recommendation of the Executive Committee, to recommend approval in an amount not to exceed \$80,000.00 per fiscal year to fund MOEC's Community Impact Plan, a component of the CAP. This funding will come from core services dollars. Two-year approval is contingent upon Council approval of the 2020/2021 and 2021/2022 fiscal year budgets for the Learning Community. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Kelley. Abstain: Woodward. Nays: N o n e . **Motion carried.**
 - c) Motion by Mr. Hoeger, seconded by Mr. Hager, upon recommendation of the Executive Committee, to continue with Carroll Communications on a month-to-month basis until consultation with new CEO and the Learning Community Foundation outlines the new communications plan. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Kelley. Abstain: None. Nays: W o o d w a r d . **Motion carried.**

d) Selection of new CEO

- i. Motion by Chair Kelley, seconded by Ms. Woodward, upon recommendation of the Executive Committee, that the Learning Community employ Bradley Ekwerekwu in the position of Chief Executive Officer, consistent with the conditions set forth in the document titled Employment Term Sheet. Yeas: Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Woodward, Kelley. Abstain: Ekwerekwu. Nays: N o n e . **Motion carried.**

11. Next Council Meeting –

May 21, 2020, Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

12. Adjournment – Meeting was adjourned with unanimous approval at 7:38 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 March 19, 2020 and March 28, 2020
- Treasurer's Report dated March 31, 2020
- Cyber Insurance Policy
- MOEC Memo

Carol Hahn – Secretary

LEARNING COMM OF DOUGLAS SARPY COUNTY

May 21, 2020 Agenda Item 5 (b) i

Treasurer's Report - Purchase Journal

For the Period From Jan 1, 2020 to Apr 30, 2020

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

Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
1307 4/1/20	El Mero Mero Inc	April 2020	April 2020 Rent	3,200.00		
1307 4/1/20	El Mero Mero Inc	April 2020	El Mero Mero Inc		3,200.00	Paid In Full
1307 3/23/20	El Mero Mero Inc	Feb/Mar Utilities	Feb/Mar Office Cleaning	1,400.00		
1307 3/23/20	El Mero Mero Inc	Feb/Mar Utilities	Feb/Mar OPPD	276.00		
1307 3/23/20	El Mero Mero Inc	Feb/Mar Utilities	Feb/Mar MUD	204.00		
1307 3/23/20	El Mero Mero Inc	Feb/Mar Utilities	El Mero Mero Inc		1,880.00	Paid In Full
1308 3/10/20	HELP Foundation of Omaha	April 2020	April 2020 Rent & Utilities	12,272.30		
1308 3/10/20	HELP Foundation of Omaha	April 2020	HELP Foundation of Omaha		12,272.30	Paid In Full
1309 3/23/20	Lund Company	1612 - April 2020	Rent - April	36,559.78		
1309 3/23/20	Lund Company	1612 - April 2020	Recovery - Op expenses - April	15,652.83		
1309 3/23/20	Lund Company	1612 - April 2020	2019 Operating Expense Recon	14,646.18		
1309 3/23/20	Lund Company	1612 - April 2020	Lund Company		66,858.79	Paid In Full
3706 4/15/20	Buffett Early Childhood Institute	Supt Plan May 2020	May 2020 Supt. Eval payment	18,666.66		
3706 4/15/20	Buffett Early Childhood Institute	Supt Plan May 2020	Buffett Early Childhood Institute		18,666.66	Paid In Full
3707 4/16/20	UNMC	0420 ELC Eval	Monthly ELC program Eval	35,760.33		
3707 4/16/20	UNMC	0420 ELC Eval	Monthly ELC program Eval		35,760.33	Paid In Full
4628 3/26/20	All Makes Office Equipment Co.	19405	Final set up of desks for Navigators/Liasons	1,863.70		
4628 3/26/20	All Makes Office Equipment Co.	19405	All Makes Office Equipment Co.		1,863.70	Paid In Full
4629 3/14/20	Colonial Life	3884152-0401034	Admin - April	605.15		
4629 3/14/20	Colonial Life	3884152-0401034	ELC - April	138.00		
4629 3/14/20	Colonial Life	3884152-0401034	LCCNO April	63.70		
4629 3/14/20	Colonial Life	3884152-0401034	PU - April	569.25		
4629 3/14/20	Colonial Life	3884152-0401034	Colonial Life		1,376.10	Paid In Full
4630 3/25/20	The Daily Record	127213	Subcouncil 3 meeting 4/1	16.10		
4630 3/25/20	The Daily Record	127213	The Daily Record		16.10	Paid In Full
4630 3/25/20	The Daily Record	127197	CC Special Meeting -3/28	18.50		
4630 3/25/20	The Daily Record	127197	The Daily Record		18.50	Paid In Full
4631 12/20/19	Jonathan Fibley	19-22a	Seminar - Early Language Development	750.00		
4631 12/20/19	Jonathan Fibley	19-22a	Seminar - Early Language Development		750.00	Paid In Full
4632 3/17/20	NE Assoc.of Supervision & Curriculum Dev	membership	2020/2021 Membership Dues	40.00		
4632 3/17/20	Nebraska ASCD	membership	Nebraska ASCD		40.00	Paid In Full
4634 3/16/20	Task Advantage Personnel Staffing	9380	Childcare 3/9 - 3/12	680.32		
4634 3/16/20	TAPS	9380	TAPS		680.32	Paid In Full
4635 3/19/20	UNMC - Printing Services	52856	LC Executive Report	907.31		
4635 3/19/20	UNMC - Printing Services	52856	UNMC - Printing Services		907.31	Paid In Full
4636 3/19/20	VSP Care	809003471	April Vision Insurance	113.10		
4636 3/19/20	VSP Care	809003471	VSP		113.10	Paid In Full
4637 3/5/20	WHC LLC dba zTrip	21064	Transportation - February 2020	1,164.14		
4637 3/5/20	WHC LLC dba zTrip	21064	Transportation - February 2020		1,164.14	Paid In Full

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report - Purchase Journal

For the Period From Jan 1, 2020 to Apr 30, 2020

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

Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
4638 4/1/20	Buffett Early Childhood Institute	April 2020	April 2020 Supt. Early Childhood Ed plan	110,507.08		
4638 4/1/20	Buffett Early Childhood Institute	April 2020	Buffett Early Childhood Institute		110,507.08	Paid In Full
4639 3/20/20	Blue Cross Blue Shield of Nebraska	351867	Admin - April	3,619.38		
4639 3/20/20	Blue Cross Blue Shield of Nebraska	351867	LCCC - April	732.41		
4639 3/20/20	Blue Cross Blue Shield of Nebraska	351867	ELC - April	703.45		
4639 3/20/20	Blue Cross Blue Shield of Nebraska	351867	LCCNO - April	703.45		
4639 3/20/20	Blue Cross Blue Shield of Nebraska	351867	PU - April	4,924.15		
4639 3/20/20	Blue Cross Blue Shield of Nebraska	351867	Blue Cross Blue Shield of Nebraska		10,682.84	Paid In Full
4640 3/15/20	Carroll Communications	1624	February 2020	5,842.50		
4640 3/15/20	Carroll Communications	1624	Carroll Communications		5,842.50	Paid In Full
4641 3/15/20	City of Omaha	182249	Library February 2020	2,827.48		
4641 3/15/20	City of Omaha	182249	City of Omaha		2,827.48	Paid In Full
4642 3/24/20	Harry A. Koch Co.	163699	Renewal Professional Liability	31,131.00		
4642 3/24/20	Harry A. Koch Co.	163699	Surplus Lines	941.28		
4642 3/24/20	Harry A. Koch Co.	163699	Policy Fee - Prof. Liability	495.00		
4642 3/24/20	Harry A. Koch Co.	163699	Harry A. Koch Co.		32,567.28	Paid In Full
4643 10/31/19	One World Community Health Centers, Inc	3593-IN	Wages 10/2019	4,440.05		
4643 10/31/19	One World Community Health Centers, Inc	3593-IN	One World Community Health Centers, Inc		4,440.05	Paid In Full
4643 12/31/19	One World Community Health Centers, Inc	3707-IN	Wages - January 2020	4,906.32		
4643 12/31/19	One World Community Health Centers, Inc	3707-IN	One World Community Health Centers, Inc		4,906.32	Paid In Full
4643 12/31/19	One World Community Health Centers, Inc	3651-IN	Salaries - child care	4,041.10		
4643 12/31/19	One World Community Health Centers, Inc	3651-IN	Salaries - child care		4,041.10	Paid In Full
4643 1/1/20	One World Community Health Centers, Inc	3652-IN	January 2020 invoice	128,750.00		
4643 1/1/20	One World Community Health Centers, Inc	3652-IN	One World Community Health Centers, Inc		128,750.00	Paid In Full
4643 2/29/20	One World Community Health Centers, Inc	3730-IN	Benefits & Wages - ELL/GED	3,970.55		
4643 2/29/20	One World Community Health Centers, Inc	3730-IN	One World Community Health Centers, Inc		3,970.55	Paid In Full
4644 3/26/20	Philadelphia Insurance Companies	2001905391	Non profit package & umbrella	24,439.66		
4644 3/26/20	Philadelphia Insurance Companies	2001905391	Philadelphia Insurance Companies		24,439.66	Paid In Full
4645 3/27/20	Surreal Media Lab, LLC	581	Social Media Management	2,650.00		
4645 3/27/20	Surreal Media Lab, LLC	581	Surreal Media Lab, LLC		2,650.00	Paid In Full
4646 4/14/20	City of Omaha	183389	Librarian pay for March 2020	2,776.45		
4646 4/14/20	City of Omaha	183389	City of Omaha		2,776.45	Paid In Full
4647 3/31/20	One World Community Health Centers, Inc	0003774-IN	ELL/GED Instruction	4,591.34		
4647 3/31/20	One World Community Health Centers, Inc	0003774-IN	One World Community Health Centers, Inc		4,591.34	Paid In Full
4647 4/1/20	One World Community Health Centers, Inc	3766-IN	South Center	128,750.00		
4647 4/1/20	One World Community Health Centers, Inc	3766-IN	One World Community Health Centers, Inc		128,750.00	Paid In Full
4647 3/31/20	One World Community Health Centers, Inc	3773-IN	March Childcare	5,092.13		
4647 3/31/20	One World Community Health Centers, Inc	3773-IN	One World Community Health Centers, Inc		5,092.13	Paid In Full
4648 3/31/20	Seim Johnson LLP	06438 - March	Financial statement compilation	3,242.00		
4648 3/31/20	Seim Johnson LLP	06438 - March	Seim Johnson LLP		3,242.00	Paid In Full

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report - Purchase Journal

For the Period From Jan 1, 2020 to Apr 30, 2020

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

Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
4649 3/5/20	Dillons Customer Charges	0120716571	3/5 Food purchase	60.43		
4649 3/5/20	Dillons Customer Charges	0120716571	Dillons Customer Charges		60.43	Paid In Full
4649 3/11/20	Dillons Customer Charges	220717405	Food purchase 3/11	57.90		
4649 3/11/20	Dillons Customer Charges	220717405	Dillons Customer Charges		57.90	Paid In Full
4650 3/31/20	Completely Kids	03312020FC	March Contract Billing	410.00		
4650 3/31/20	Completely Kids	03312020FC	March Contract Billing		410.00	Paid In Full
4651 4/1/20	Control Yours	5403	Monthly website support	120.75		
4651 4/1/20	Control Yours	5403	Monthly website support		120.75	Paid In Full
4652 3/31/20	Culligan of Omaha	584243- March	Culligan of Omaha	52.00		
4652 3/31/20	Culligan of Omaha	584243- March	Culligan of Omaha		52.00	Paid In Full
4652 4/6/20	Culligan of Omaha	974302	Bottled water	15.00		
4652 4/6/20	Culligan of Omaha	974302	Culligan of Omaha		15.00	Paid In Full
4652 3/31/20	Culligan of Omaha	974580	Cooler rent	12.00		
4652 3/31/20	Culligan of Omaha	974580	Culligan of Omaha		12.00	Paid In Full
4653 4/17/20	Family Housing Advisory Services, Inc.	8371	Homeownership workbooks	351.00		
4653 4/17/20	Family Housing Advisory Services, Inc.	8371	Family Housing Advisory Services, Inc.		351.00	Paid In Full
4655 3/30/20	Konica Minolta Business Solutions USA I	265274468	March Maintenance	91.89		
4655 3/30/20	Konica Minolta Business Solutions USA I	265274468	Konica Minolta Business Solutions USA I		91.89	Paid In Full
4655 3/30/20	Konica Minolta Business Solutions USA I	265275229	March maintenance	107.62		
4655 3/30/20	Konica Minolta Business Solutions USA I	265275229	Konica Minolta Business Solutions USA I		107.62	Paid In Full
4656 4/12/20	Konica Minolta Premier Finance	67670079	Lease payment	200.34		
4656 4/12/20	Konica Minolta Premier Finance	67670079	Lease payment	194.48		
4656 4/12/20	Konica Minolta Premier Finance	67670079	Konica Minolta Premier Finance		394.82	Paid In Full
4657 4/2/20	NE Council of School Administrators	e13955-631750	Virtual registration NASBO	75.00		
4657 4/2/20	NE Council of School Administrators	e13955-631750	NE Council of School Administrators		75.00	Paid In Full
4658 4/8/20	Regal Printing	68463		975.00		
4658 4/8/20	Regal Printing	68463	Regal Printing		975.00	Paid In Full
4659 3/31/20	Ringle Resources	March 2020	Parent University Technical Support	700.00		
4659 3/31/20	Ringle Resources	March 2020	Ringle Resources		700.00	Paid In Full
4664 4/1/20	InfNet Solutions, Inc.	55938ISI	Managed Services	1,619.00		
4664 4/1/20	InfNet Solutions, Inc.	55938ISI	InfNet Solutions, Inc.		1,619.00	Paid In Full
				630,686.54	630,686.54	

LEARNING COMM OF DOUGLAS SARPY COUNTY

Account Register

For the Period From Feb 1, 2020 to Apr 30, 2020

01092.000.06.00 - CREDIT CARD PAYABLE

Filter Criteria includes: Report

Date	Trans No	Type	Trans Desc	Deposit Amt	Withdrawal Amt
2/18/20	CCMAR202004	Withdrawal	Stamps.com		100.00 Postage
2/18/20	CCMAR202005	Withdrawal	UNL - College of Education		35.00 Center on Children, Families and the Law Conference
2/19/20	CCMAR202001	Withdrawal	Buffalo Wings & Rings		18.06 Legislative Bills
2/23/20	CCMAR202006	Withdrawal	Amazon.com		39.09 Cleaning supplies
2/24/20	CCMAR202007	Withdrawal	Stamps.com		17.99 Postage
2/24/20	CCMAR202008	Withdrawal	WalMart		71.39 Supplies
2/24/20	CCMAR202009	Withdrawal	Mariott Atlanta		950.52 Hotel bill for AACTE*
2/24/20	CCMAR202010	Withdrawal	Mariott Atlanta		950.52 Hotel bill for AACTE
3/2/20	CCMAR202011	Withdrawal	Love, LLC		2,400.00 Parenting Class
3/3/20	CCMAR202002	Withdrawal	Sprint Corporation		236.53 Celll Phones
3/3/20	CCMAR202003	Withdrawal	EMBASSY SUITES		18.28 MABE
3/4/20	CCMAR202012	Withdrawal	Shields, Philice Catering		1,390.00 Food Preparation
3/4/20	CCMAR202013	Withdrawal	UNL - College of Education		50.00 UNL College of Education 2020 Summit
3/6/20	CCMAR202014	Withdrawal	Amazon.com		12.48 Childcare supplies
3/8/20	CCMAR202015	Withdrawal	Amazon.com		25.47 Kitchen Supplies
3/8/20	CCMAR202016	Withdrawal	Flag Store USA		144.25 USA Flag
3/9/20	CCMAR202017	Withdrawal	Joy's Table		28.01 Kearney Conference
3/9/20	CCMAR202018	Withdrawal	Amazon.com		25.99 Office Supplies
3/11/20	CCMAR202019	Withdrawal	LaQuinta		220.80 Kearney Conference
3/11/20	CCMAR202020	Withdrawal	LaQuinta		220.80 Kearney Conference
3/13/20	CCMAR202021	Withdrawal	Microsoft Corporation		109.95 Microsoft AZURE
3/15/20	CCMAR202022	Withdrawal	Amazon.com		24.98 Charger for Surface Pro
3/15/20	CCMAR202023	Withdrawal	Amazon.com		13.60 Kitchen supplies
4/10/20	April 2020	Withdrawal	Mutual of Omaha Credit Card		-7,103.71

* American Assoc. of Colleges for Teacher Education

MEMORANDUM

To: Members of the Learning Community Coordinating Council

From: Renee Franklin, Executive Director—Elementary Learning Centers

Date: May 2020

RE: Early Childhood Partnership

Requested Action: Renew & Expand Existing Contract

Type of Contract: Cost Reimbursable

Existing Terms: September 2017-August 2020; \$2,900,000

Proposed Terms: September 2020-August 2023; \$2,673,368.75

Partner: Omaha Public Schools

Overview

Leaders from the Learning Community, Educare and the Omaha Public schools collaborated to demonstrate how the same early childhood model used by Educare could be implemented in a public school setting with successful results.

Supporting Detail

The intensive program includes an inclusive model of teaching teams, up to 11 days of professional development and a regular cycle of reciprocal data feedback for continuous improvement. The program was piloted at Kellom and Conestoga and then expanded to Franklin, Lothrop, Skinner and Minne Lusa.

Current Results

Third party evaluation results showed the instructional practices improved in the intensive early childhood classrooms. The most recent results indicate 39% of preschoolers achieved or exceeded the national average in vocabulary, 69% achieved or exceeded the national average for social emotional skills and 1/3 of the students in K-1 showed greater gains than expected in math and reading.

https://learningcommunityds.org/wp-content/uploads/2019/12/Learning-Community-DS_Annual-Report-2018-2019.pdf

Budget

The recommended contract amount for three years totals \$2,673,368.75 and provides for the model to continue. The cost is nearly 2% less than the last agreement due to the decision to remain focused primarily in Pre-K as opposed to Pre-K-2nd grade. This decision was based on teacher shortage to provide additional coaches.

EARLY CHILDHOOD INTERLOCAL AGREEMENT

THIS EARLY CHILDHOOD PARTNERSHIP AGREEMENT ("Agreement") is effective as of September 1, 2020 by and between **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision ("Learning Community"), and **Douglas County School District 0001**, aka the Omaha Public Schools ("OPS") a Nebraska political subdivision. (OPS and Learning Community are occasionally referenced to herein as "Parties" collectively and "Party" individually.)

RECITALS

WHEREAS, since 2014, Learning Community and OPS have partnered to provide resources, programming, and support for early childhood education and for the children, parents, educators, and childcare providers engaged in such education to children within the catchment areas of Kellom Elementary School ("Kellom") and Conestoga Elementary School ("Conestoga");

WHEREAS, in 2016, the Parties expanded their partnership beyond Kellom and Conestoga to include other children physically located within the catchment areas of schools within Subcouncil 2 ("Subcouncil 2") of the Learning Community (the "Expansion Schools"); and

WHEREAS, pursuant to the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 – 13-827) (the "Act"), the Parties are authorized to enter into an agreement for joint or cooperative action so as to make the most efficient use of their powers; and

WHEREAS, Learning Community and OPS desire to continue their successful cooperation as set forth in this Agreement.

AGREEMENT

NOW THEREFORE, Learning Community and OPS agree as follows:

1. Interlocal Agreement. This Agreement is entered into pursuant to the Act. No separate legal entity is created by this Agreement, and no property will be acquired which would need to be disposed of upon termination. This Agreement will be administered on behalf of OPS by its Early Childhood Coordinator, and on behalf of Learning Community by its Executive Director, Elementary Learning Centers.

2. Services of the Parties

a. Throughout the Term of this Agreement, as defined below, OPS shall furnish classroom space, materials and instructional staff, as further described herein, at certain schools within Subcouncil 2 (the "Target Schools"), to provide services pursuant to the requirements of this Agreement and as provided in the attached Program Design and budgets, in certain classrooms ("Participating Classrooms") to serve children, who reside within the boundaries of Subcouncil 2, with priority given to students who are living in the home attendance areas of such schools. The number of three-year old

students receiving early childhood education services pursuant to this Agreement shall be substantially equivalent to the number of four-year old students receiving early childhood education services pursuant to this Agreement.

b. OPS shall provide certified teachers and paraprofessionals who are employed by OPS, who shall devote their full-time instructional services to serving the Participating Classrooms. In addition, OPS will provide the family support services for families of participating students in the Participating Classrooms: (i) at Kellom and Conestoga at the same level as that which is currently provided to such students; and (ii) at the Expansion Schools at the same level it provides to its Headstart classrooms. Staffing levels for family support services will be reviewed by the Parties for each semester of the Term, and staffing adjustments will be made as reasonably necessary, and subject to available funding, as determined by OPS, in consultation with Learning Community. In addition, OPS will provide additional special education teachers and paraprofessionals, as determined appropriate by OPS and subject to OPS funding availability, to work directly and solely with the students Participating Classrooms to support students with disabilities and the regular instructional staff in such classrooms. In addition, OPS will make available school psychology services to assist the teachers in the Participating Classrooms and the parents of the students in such classrooms with strategies to positively support appropriate student behavior.

c. OPS shall employ an Early Childhood Program Specialist to develop and implement the community-wide partnership, including working with interdisciplinary teams within and outside of OPS and to serve as a liaison between OPS principals, OPS administration, and work directly with Learning Community. The Early Childhood Program Specialist will serve as the public representative and spokesperson for early childhood programming in Subcouncil 2 as well as serve as the liaison between community partners and amongst the community.

d. OPS shall employ instructional team coaches as provided in Exhibit B. All instructional team coaches employed through the partnership contemplated by this Agreement will respond to the coaching practices developed through this early childhood partnership and receive support as defined in Section 2.e. below.

e. OPS shall develop and implement a professional support system for the benefit of instructional coaches and teams. Such support system shall include additional professional development time and materials in support of the instructional teams in the Participating Classrooms identified in Section 2.a. above and beyond that which is regularly provided to staff. This shall include at least 11 full school days of additional mandatory professional development time and shall include all full-time teachers and paraprofessionals assigned to the early childhood instructional teams at Kellom and Conestoga. At the Expansion Schools, such professional development will be optional. The professional support system shall also include professional development activities and additional personnel time for any instructional coaches at the Target Schools who are funded by Learning Community.

f. The Learning Community shall employ or contract directly to provide family liaison services for the families of students in the Participating Classrooms.

g. OPS shall establish a parent advisory council for the Participating Classrooms at the Target Schools consistent with the guidelines for parent advisory councils required by Headstart. OPS shall include Learning Community representatives who are involved with the program as active and engaged participants in meetings of the parent advisory council, which shall be held at least once a quarter of each school year during the Term.

h. OPS shall consult with Learning Community in the development of the instructional services to be provided in the Participating Classrooms. The State of Nebraska required curriculum and assessment will be used. In addition, instruction will be informed through the use of the Classroom Assessment Scoring System (CLASS) and related professional development will be provided through an established program connected with this assessment.

3. Term and Termination.

a. The initial term of this Agreement shall commence on September 1, 2020, and shall continue for a period of one (1) year unless earlier terminated as provided in this Agreement (the "Initial Term"). This Agreement shall automatically renew for up to two (2) additional one (1) year terms, subject to earlier termination as provided in this Agreement, (each a "Renewal Term") (the Initial Term and Renewal Term(s) collectively referred to as the "Term"), unless either Party provides written notice to the other Party of its intent to allow this Agreement to expire at least thirty (30) days in advance of the natural conclusion of the then current one-year term (whether the Initial Term or a Renewal Term). Notwithstanding the foregoing, neither Party to this Agreement shall hold the other Party responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of said Party.

b. This Agreement may also be terminated prior to the expiration of the Initial Term or Renewal Term by mutual agreement of the Parties or unilaterally by either Party, with or without cause, by giving ninety (90) days advance written notice to the other Party of its election to terminate. Upon termination of the Agreement, OPS shall be entitled to retain all Learning Community payments and all payments from other sources received or to be received to pay OPS for employment costs, services and other expenditures to the extent incurred by OPS on or before the effective date of the termination of the Agreement. Learning Community will pay to OPS, upon termination, any additional amounts necessary to reimburse OPS for any costs incurred by OPS to the date of termination, including the costs of terminating any contracts with vendors or other third parties providing services or materials for the activities contemplated hereunder, that are to be paid from Learning Community funds under the provisions of this Agreement that have not been previously paid. In the event, at the date of termination, OPS has received funds from Learning Community for costs not incurred and/or services not provided on or before the effective date of the termination of the

Agreement, OPS will refund such excess amount to Learning Community. The provisions regarding payment and repayment of Learning Community funds in this Section 3.b. shall survive termination or expiration of this Agreement.

4. Payments & Billing

a. With respect to services to be provided during the Term, Learning Community shall provide OPS with funding for the services performed and costs incurred during the Term in total amount(s) identified in the budget set forth on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Initial Term or Renewal Term (the "Program Amount"). Funding for each Renewal Term, 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 (the "Renewal Term Amount"). Payment shall be made to OPS as follows:

b. During the Term, OPS shall submit to Learning Community on or before the fifth (5th) day of each month, commencing on October 5, 2020, an itemized invoice for services provided and costs incurred during the immediately preceding month, which invoice shall set forth an itemized listing of expenses actually incurred by OPS and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. Payment of approved invoices (or portion(s) thereof) shall 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.

c. At the natural conclusion or earlier termination of the Initial Term and each Renewal Term, as applicable, OPS shall submit its final report to the Learning Community. The final report shall include an invoice for all services provided and costs incurred for the last month of the respective Term. Learning Community shall, after review and approval of all invoices submitted by OPS pursuant to Section 4 herein, pay to OPS the remaining balance due and owing to OPS, if any, pursuant to this Agreement after application of all payments made by Learning Community pursuant to Section 4.b. towards the substantiated total expenses actually incurred by OPS during the applicable Term; provided, however, that such payment amount shall be approved only to the extent same will not result in the total amount of payments, including the payment to be made pursuant to this section, to OPS exceeding the Initial Term Amount or the Renewal Term Amount. Said payment shall be made by Learning Community within 45 days after receipt of the invoice for the last month of the respective Term. If, at the conclusion of the Initial Term or the Renewal Term, upon receipt and review of the invoice for the last month of such Term, Learning Community has, after application of all payments made pursuant to Section 4 made payments to OPS which exceed the total amount due and owing to OPS, OPS shall refund to Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred. Notwithstanding anything in this Section to the contrary, and subject to an extension of this Agreement for the Renewal Term, in the event that OPS did not incur costs and expenses related to the programming and services to be provided hereunder equaling the amount budgeted for the Initial Term, OPS shall be

allowed to account for this unincurred amount in the evaluation of the Program Amount for the Renewal Term, as applicable (the "Carryover Funds"). Under such circumstances, the Carryover Funds shall be part of the Renewal Term Amount, with disbursement of funds to OPS administered in a manner consistent with this Agreement.

d. OPS agrees that it is responsible for all employment costs incurred concerning the staff described in Sections 2.b., 2.c., and 2.d., above, and shall be fully responsible for all employment obligations related thereto, including but not limited to overhead, social security, pension, employment compensation, benefits, taxes, or any other expenses, incurred by OPS, subject to reimbursements described below. The Parties expressly agree that Learning Community's financial commitment is limited to the terms expressed herein.

e. The Parties expressly agree that Learning Community's financial commitment is limited to the terms expressed herein.

f. OPS agrees that the funding it receives from Learning Community to expend on services, staff, materials and programming for the Participating Classrooms shall be expended solely as supplemental funds to OPS' regular costs associated with the same as permitted in this Agreement, and shall target the specific student population to be served in the Participating Classrooms. This "supplement, not supplant" requirement shall be considered breached if the funds provided by Learning Community are used to provide services that are required to be made available by OPS under other federal, state or local laws or if the funds are used to provide early childhood education services that were provided at the Target Schools with non-Learning Community funds in the prior school year.

g. 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 OPS. OPS shall be responsible for establishing and maintaining adequate financial records for the program, which shall include a systematic accounting of the receipt and disbursement of the funds. OPS shall retain original substantiating documents related to specific expenditures and shall make those records available for review by Learning Community or its designated representatives upon request.

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 reasonable judgment, such action is necessary: (i) because OPS has not complied with any material term and condition of this Agreement; (ii) to protect the purposes and objectives of the services described herein; or (iii) to comply with changes in the requirements of any law or regulation applicable to Learning Community, OPS, or the services.

i. OPS expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the date of this Agreement which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) may result in the immediate termination of this Agreement by Learning Community. OPS further expressly acknowledges and agrees that funding of the initiatives described in this Agreement following the Initial Term is subject to change due to reallocation of funding within the subcouncils, availability of Carryover Funds from previous fiscal years, and ultimate approval by Learning Community.

5. Operational Considerations:

a. OPS, in consultation with Learning Community, shall develop job descriptions for staff described in Sections 2.b., 2.c., and 2.d. above. OPS, with the assistance and collaboration of Learning Community, shall recruit and select the individuals to be placed in the jobs described in Sections 2.b., 2.c., and 2.d., above; however, OPS shall have final authority on the selection and hiring of such individuals. Learning Community, in consultation with OPS, shall develop job descriptions for staff or contractors of Learning Community who are providing services on-site at the Target Schools; however, Learning Community shall have final authority on the selection and hiring of, or contracting with, said individuals.

b. Authority for the appraisal and management of staff in the employ of OPS shall rest with OPS; however, OPS shall seek the input of Learning Community in the appraisal of said staff. Authority for the appraisal and management of staff or contractors of Learning Community who are providing service at the Target Schools shall rest with Learning Community, provided, however, Learning Community shall seek the input of OPS on the appraisal of said staff or contractors.

c. The vision of Learning Community, shared by OPS, is a community-wide partnership whose goal is to include multiple local partners to effectuate a complete early childhood education model of which the Participating Classrooms described herein are a part. To that end, OPS agrees to support the efforts of Learning Community's early childhood education advisory team, including the provision of data to the advisory team pursuant to the limitations and terms related to data sharing in this Agreement.

d. Specifics of the services and budget to be provided, including, but not limited to, reallocation of resources to expand services otherwise defined in this Agreement, may be modified from time to time during the Term upon the mutual agreement of Learning Community, acting through its Executive Director, Elementary Learning Centers, providers, and OPS. It is anticipated that the services provided by OPS pursuant to this Agreement shall be expanded over the course of the Term in a manner consistent with the Program Design and supplemental materials attached hereto as Exhibit B.

e. The Parties agree to collaborate as necessary to seek additional federal, state or other funding that may support or expand the community partnership as a whole and/or the Participating Classrooms described herein.

6. Evaluation / Data Sharing

a. Learning Community and OPS, in conjunction with University of Nebraska Medical Center's Munroe-Meyer Institute (the "Evaluator"), shall develop an evaluation of the community-wide partnership, including the Participating Classrooms and coaching program. This evaluation and the evaluation methodology and implementation procedures will be approved by OPS prior to its implementation and will also be submitted through the regular OPS research process. With respect to the inclusion of student-level assessments in the evaluation and evaluation methodology, OPS acknowledges the importance of the Learning Community's obligation to evaluate its programs and use of funds and the Parties agree to continue to attempt to reach agreement regarding such assessments and agree to memorialize such agreement in an addendum to this Agreement no later than July 1, 2020. The Parties agree that evaluation is a critical element of the Agreement and that every effort will be made by the Parties to facilitate timely evaluation, following the Parties' usual course of business processes and pursuant to the terms of this Agreement. The evaluation plan for the Initial Term and each Renewal Term, as applicable, shall be completed by October 1 of each year in the Term.

b. OPS and Learning Community agree that Learning Community seeks to have measurable data on a non-identifiable per-student basis in order to identify whether or not the funds Learning Community has provided specifically for implementation of the programming and services outlined herein are having a measurable effect on the outcomes Learning Community anticipates will arise from provision of such programming and services. As further described in this Agreement, Learning Community shall contract with the Evaluator, at its cost, to collect and compile data to measure the progress of the community partnership and of the Participating Classrooms. Learning Community shall ensure that the Evaluator makes any data requests to OPS in compliance with OPS's internal policies, including obtaining the approval of OPS's Research Review Committee. The Parties understand that, to the greatest extent possible, data or evidence gathered for purposes of continuous improvement or professional development of staff and data or evidence collected for evaluation should support both purposes.

c. Learning Community acknowledges and agrees that any personally identifiable student information obtained by the Evaluator from OPS pursuant to this Agreement is subject to FERPA, and in accordance with OPS's position thereon, such personally identifiable information shall not be disclosed to Learning Community, and Learning Community will not be provided access to such personally identifiable information.

7. Assurances

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

b. As permitted by law, OPS shall conduct or have had conducted a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check on OPS employees and OPS volunteers in the provision of services pursuant to this Agreement, and shall not permit the involvement of any such individual who does not pass all checks with the activities contemplated hereunder. Learning Community shall conduct, ensure a contracted provider conducts, or have conducted a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check on any Learning Community employee, contracted provider, or volunteer who will have any contact with children in the provision of services pursuant to this Agreement, and shall not permit the involvement of any such individual who does not pass all checks with the activities contemplated hereunder.

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

d. OPS and Learning Community shall each be insured as follows, and shall require that all entities with whom either Party contracts for provision of services pursuant to this Agreement shall be insured, as follows:

(1) Commercial General Liability Insurance provided by a standard form policy covering bodily injury, property damage, including loss of use, and personal injury providing coverage to the insured and naming the other Party hereto as an additional insured on a primary and non-contributory basis, including completed operations, with limits of not less than \$1,000,000 combined single limit for property damage and bodily injury per occurrence, \$2,000,000 general aggregate, \$2,000,000 completed operations aggregate, and \$1,000,000 personal and advertising injury. OPS shall require such entities to waive their rights of recovery against OPS, and a waiver of subrogation in favor of OPS and Learning Community shall be added to each policy, if agreed to by both Parties' insurance providers;

(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 the contracted entity, its employees, agents or representatives in conducting the activities contemplated hereunder;

(5) Workers' Compensation Insurance covering the contracted entity and its employees for all costs, statutory benefits and liabilities under the Nebraska

Workers' Compensation Act and similar laws for its employees, 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. OPS may self-insure for Worker's Compensation Coverage. The contracted entity shall agree to waive its rights of recovery against OPS and a waiver of subrogation in favor of OPS shall be added to the policy;

(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.

Evidence that such insurance coverage is in full force and effect shall be provided to OPS and/or Learning Community by either Party or by contracted entities upon request, and must contain a clause granting at least 30 days prior written notice to OPS of intent to effect a cancellation.

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

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

If to OPS: Superintendent
Omaha Public Schools
3215 Cuming Street
Omaha, NE 68132
FAX: (531) 299-0415

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

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

10. Indemnification. Each Party covenants and agrees to indemnify and hold harmless the other Party, its Board members, officers, consultants, agents, employees and representatives, and their successors and assigns, individually or collectively, (collectively, the "Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of the other Party, its Board members,

officers, consultants, agents, employees and representatives in administering the programming and services under this Agreement 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. Non-Discrimination. The Parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, religion, sex, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status.

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

13. Citizenship Verification. Each Party agrees and acknowledges that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. § 4-108 to 4-114, as amended.

14. Compliance with Applicable Laws. The Parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the programming and services to be provided hereunder, including, but not limited to, the Federal Educational Rights Privacy Act, as amended ("FERPA"), and Neb. Rev. Stat. § 84-712 to 84-712.09, as amended, if applicable.

15. Amendment. This Agreement may only be amended by written agreement of the Parties hereto.

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

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

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

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed in duplicate on the respective dates set forth below.

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

By: _____
Name: _____
Its: _____
Date: _____

Douglas County School District 0001, aka
the Omaha Public Schools (OPS)

By: _____
Name: _____
Its: _____
Date: _____

Exhibit A

2020/2021 Budget							
Account Number	Description	Proposed FTE	Proposed Budget	Additional Fringe	Total		
51080	Sharon Pratt Salary	0.5	\$38,130.00	\$15,252.00	\$53,382.00	3	
51100	Coaches: Avilla, Dobbins, Lantz, Puriance, Linn	5.0	\$268,600.00	\$107,440.00	\$376,040.00	4	
51100	(K/C PreK contract variance for teaches and coaches)	12.0	\$36,123.00	\$14,449.20	\$50,572.20	1	
53190	Consultants/contracted services		\$200,000.00		\$200,000.00	5	
54100	Materials & Supplies		\$82,000.00		\$82,000.00	6	
54400	Reference books/textbooks		\$5,000.00		\$5,000.00	6	
54510	Class video/Child Plus subscription		\$3,000.00		\$3,000.00	6	
56700	Professional Conference Attendance and meals		\$20,000.00		\$20,000.00	1	
51150	PD for Teachers, Coaches: PreK Lothrop/Franklin, Skinner/Minne Lusa	12.0	\$30,000.00	\$5,588.40	\$35,588.40	1	
51140	PD for Paraprofessionals Kellom/Conestoga, Lothrop/Franklin, Skinner Minne Lusa	27.0	\$35,600.00	\$14,240.00	\$49,840.00	2	
	Total 2020-2021 Budget				\$875,422.60		

2021/2022 Budget

Account Number	Description	Proposed FTE	Proposed Budget	Additional Fringe	Total	
51080	.5 Sharon Pratt Salary	0.5	\$39,100.00	\$16,422.00	\$55,522.00	3
51100	Coaches: Avilla, Dobbins, Lantz, Puriance, Linn	5.0	\$275,315.00	\$115,632.30	\$390,947.30	4
51150	K/C teacher and coach contract variance	12.0	\$37,000.00	\$15,540.00	\$52,540.00	1
53190	Consultants/contracted services		\$200,000.00		\$200,000.00	5
54100	Materials & Supplies		\$82,000.00		\$82,000.00	6
54400	Reference books/textbooks		\$5,000.00		\$5,000.00	6
54510	Class video/Child Plus subscription		\$3,000.00		\$3,000.00	6
56700	Professional Conference Attendance		\$20,000.00		\$20,000.00	1
51150	Optional PD for Teachers, Coaches Lothrop/Franklin, Skinner/Minne Lusa,	12.0	\$30,000.00	\$5,588.40	\$35,588.40	1
51140	Optioanal PD for Paraprofessionals Kellom/Conestoga, Lothrop/Franklin, Skinner/Minne Lusa	27.0	\$35,600.00	\$14,952.00	\$50,552.00	2
	Total 2021/2022 Budget				\$895,149.70	

		2022/2023 Budget					
Account	Description	Proposed	Proposed	Additional	Total		
51080	.5 Sharon Pratt Salary	0.5	\$40,100.00	\$17,644.00	\$57,744.00	3	
51100	Coaches: Avilla, Dobbins, Puriance, Linn and Lantz	5.0	\$282,198.00	\$124,167.12	\$406,365.12	4	
51150	K/C teacher and coach contract variance	12.0	\$37,925.00	\$16,687.00	\$54,612.00	1	
53190	Consultants/contracted services		\$200,000.00		\$200,000.00	5	
54100	Materials & Supplies		\$73,986.89		\$73,986.89	6	
54400	Reference books/textbooks		\$1,100.04		\$1,100.04	6	
54510	Class video/Child Plus subscription		\$3,000.00		\$3,000.00	6	
56700	Professional Conference Attendance		\$20,000.00		\$20,000.00	1	
51150	PD for PreK Teachers, Coaches Lothrop/Franklin, Skinner/ Minne Lusa	12.0	\$30,000.00	\$5,588.40	\$35,588.40	1	
51140	PD for Paraprofessionals Kellom/Conestoga, Lothrop/Franklin, Skinner/Minne Lusa	27.0	\$35,000.00	\$15,400.00	\$50,400.00	2	
Total 2019/2020 Budget					\$902,796.45		

EARLY CHILDHOOD PARTNERSHIP AGREEMENT

Exhibit B

Program Design

Early Childhood Partnership

Background

The Learning Community has long been committed to establishing a center to meet the critical needs of children and families. Beginning in 2009/2010 Subcouncil 2 held numerous and highly attended, community forums to better determine specific community priorities. North Omaha not only has the vast majority of poverty, but it also has the deepest pockets of poverty in the city and state. The population is largely African American, with a strong history of generational poverty, but also encompasses many refugee populations.

In August 2011, the Learning Community Coordinating Council commissioned a needs assessment to be conducted by the Nonprofit Association of the Midlands (NAM), who recommended the key focal areas for critical needs that might be best met through programming at the Center. The assessment was completed and reviewed in November 2011.

The Needs Assessment and Asset Map prepared indicated the top priority should be early childhood, parental involvement, education and training and teacher quality. After a comprehensive needs assessment of the community and research review, the Learning Community established three guiding design principles, including (1) a targeted geographical focus, (2) dedication to leveraging resources from key partners and (3) strong commitment to supporting the adults who impact the lives of young children in poverty.

Research

Upon reviewing the research, it was clear the achievement gap in young children starts before age 3 and that parental involvement has a strong, positive effect on student achievement (Conway & Houtenville, 2008). It was also clear early intervention of high-quality childcare programs as well as the continued quality and effectiveness of teachers through third grade could reduce and even prevent the achievement gap (Burchinal, 2001; Shonkoff & Phillips, 2000; Reardon, 2013; Educare, 2011).

Program Design

Intensive Early Childhood Classrooms in a Public-School Setting

Shortly after the design principles were determined, we learned about the results of Educare's long term study which showed intensive coaching, family support and professional development were critical components to children's academic success. While outside opinions seemed to suggest such strong results could only be gained with the help of philanthropic dollars, the Learning Community talked to the leadership at Educare who generously offered

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their intellectual property and also informed us the operational funding for this unique program were comprised solely of braided federal and state funding.

Leaders from the Learning Community, Educare and the Omaha Public Schools began talking about ways to demonstrate how the same research (used by Educare) could be used in a public-school setting to create an intensive early childhood program, which could ultimately be replicated throughout other districts.

The intensive early childhood classrooms at 6 elementary schools in Subcouncil 2 were designed to include the key features of the evidenced based models that include four key components:

- An inclusive model of Teaching teams (early childhood and resource teachers, paraprofessionals and family support workers). The teaching teams are supported by liaisons who provide family support, including crisis management when needed.
- Instructional coaches provide reflective consultation to the teaching staff both inside and outside of the classroom. Coaches use an approach adopted by Omaha Public Schools (i.e., Coaching with Powerful Interactions). A national consultant also provides ongoing reflective consultation to the coaches. Instructional coaches work to build teacher confidence and increase their active problem-solving skills
- Teaching teams participate in 11 days of additional professional development (PD) throughout the school year. PD sessions focus on the implementation of Conscious Discipline, as well as literacy and language strategies to build the skills of teaching staff.
- Regular cycle of reciprocal data feedback utilized for continuous program improvement.

The Learning Community and OPS began piloting the model at Kellom and Conestoga in 2013. Currently, six elementary schools are supported with this model. Families in the early childhood partnership also have access to Parent University.

Results

Third party evaluation results showed the instructional practices improved in the intensive early childhood classrooms. The most recent results indicate 39% of preschoolers achieved or exceeded the national average in vocabulary, 69% achieved or exceeded the national average for social emotional skills and 1/3 of the students in K-1 showed greater gains than expected in math and reading. https://learningcommunityds.org/wp-content/uploads/2019/12/Learning-Community-DS_Annual-Report-2018-2019.pdf

Kellom/Conestoga	Franklin/Lothrop	Minne Lusa / Skinner
Coaching <ul style="list-style-type: none"> • Pre-K • K-1 	Coaching <ul style="list-style-type: none"> • Pre-K 	Coaching <ul style="list-style-type: none"> • Pre-K
Professional Development <ul style="list-style-type: none"> • Pre-K (variance) • K-1 (stipend) 	Professional development <ul style="list-style-type: none"> • Pre-K (stipend) • K-1 (stipend) 	Professional development <ul style="list-style-type: none"> • Pre-K (stipend)
Parent University <ul style="list-style-type: none"> • Pre-K • K-1 	Parent University <ul style="list-style-type: none"> • Pre-K • K-1 	Parent University <ul style="list-style-type: none"> • Pre-K

Legend:

White: Existing funds for Early Childhood Partnership Contract

Yellow: Parent University components at each site funded separately from the Learning Community

Exhibit C

Learning Community Center Evaluation Logic Model (FY2020)

Learning Community Center of North Omaha

Impact <i>Over time effects</i>	Input <i>Who/what's involved</i>	→ Activities <i>What occurs</i>	→ Output <i>First effects</i>	→ Outcome <i>Second effects</i>	Evaluation <i>Timelines</i>
Early Childhood Intensive Program <i>Students who participate two full years will show greater NSCAS scores than students who participate only one year or less than one year</i> <i>-Cooperation, sharing, positive relationships with peers and adults.</i>	Franklin/Lothrop 5 Teachers (PreK only) 5 Paraprofessionals 1 coach 1 LC EC Specialist 1 Family Support Worker 1 Family Liaison Target: 100	Coaching Initiated in all classrooms Implementing EC curriculum Will provide: <u>Early Childhood Education</u> -Implementation of <i>Creative Curriculum, Second Step</i> (social emotional) and <i>Teaching Strategies Gold</i> objective driven lesson planning and instruction (<u>Instructional Team</u>)	# of students -# of Students retained at least one full year and beyond (<u>UNMC</u>) -Attendance (<u>OPS</u>)	-Program is modified /improved based on data driven decisions based on group/Interviews with EC specialist, EC Coordinator, and principals. Students will be taught in classrooms of high quality (source: ratings of 5 or greater on ES & CO, 3.25 or greater on IS on CLASS). (<u>MMI</u>) Children improve vocabulary (PPVT) and school readiness skills (<u>MMI</u>)	Spring CLASS-1X during the course of the program year (PreK –1 st grade)
	Skinner/Minne Lusa (PreK only) 7 Teachers 7 Paraprofessionals 1 coach 1 LC EC Specialist 1 Family Support Worker 1 Family Liaison Target: 140	-Co- teaching is provided with Teaching Teams to help increase student achievement (<u>Coaches and ECSE resource teachers</u>) -Provide developmental appropriate materials and routines (<u>Instructional Team</u>)		PreK students will improve receptive vocabulary, executive functioning, social-emotional. and academic readiness for kindergarten (MEFS, PPVT, DECA, MEFS, and BSRA) (MAP fall of k year) each year in the program. (<u>MMI</u>)	Fall/Spring Franklin/Lothrop Skinner/Minne Lusa (PPVT only)
	Kellom/Conestoga (PreK-1) Instructional Teams include 12 Teachers 8 Paraprofessionals 2 ECSE Resource Teachers 3 coaches 1 Early Childhood Program Specialist 2 Family Support Workers 2 Family Liaisons Total children: 360	-Model high quality teacher and child interactions and engagement (<u>Early Childhood Specialist & Coaches</u>) ** -Socialization opportunities for parent-child interactions (<u>Instructional Team</u>) -Assessment of family outcomes (<u>Instructional and Evaluation Teams</u>) -Observation and documentation of children's increased development and		-K-1 students will improve academic scores (MAP) and executive functioning skills each year in the program. (<u>OPS</u>)	Fall and Spring

Learning Community Center Evaluation Logic Model (FY2020)

	<p>learning over time as it relates to the program domains of social emotional, language, cognitive and motor skill development (Instructional Team)**</p> <p>-# of families participate in home-visits (Early Childhood Specialist for support workers; Family Engagement Directors for family liaisons)</p> <p>- Provide and monitor data driven goal meetings with teaching teams to inform instruction (Early Childhood Program Specialist)* *</p> <p>-Establish goals for children and families and monitor program to inform instruction (Instructional Team)</p> <p>-Connect families to the program domains and refer for resources as needed (Family Support Workers & Family Liaisons)</p> <p>-Transition to Kindergarten planning meetings (Early Childhood Specialist, Instructional Team)</p>	<p>Number of families engaging in Parent University (PU)</p> <p>-# of parents attending Teacher conference (PUt)</p> <p># of students attending Kellom and Conestoga's kindergarten (OPS)</p> <p># of team data driven program improvement meetings (Early Childhood Specialist and UNMC)</p>	<p>-Parent focus group. (MMI-PU families)</p> <p>Parent accomplished goals based on integrated family plan. Review of case notes. (MM- Parent University Families)</p>	<p>Spring</p> <p>Spring</p>
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Learning Community Center of North Omaha

Impact <i>Over time effects</i>	Input <i>Who/what's involved</i>	Activities <i>What occurs</i>	Output <i>First effects</i>	Outcome <i>Second effects</i>	Evaluation <i>Timelines</i>
Coaching Increased quality of practice of early childhood professionals	Additional support: Consultant Coach of the Coaches (Coaching with Powerful Interactions) Consultant (Instructional Coaching for Teachers and Coaches)	Will Provide: -Intensive coaching, mentoring, and support to coaches -Reflective coaching & practice -Research-based strategies to improve practices for coaches -Provide support with action plans from CLASS -Co- teaching and modeling is provided with teaching teams to help increase teacher and student achievement -Individual reflective meetings are provided to coaches 2x/month -Professional Development related to CLASS scores for the Learning Community Early Childhood programs and literacy		-Teaching staff develop greater understanding of curriculum, child development, classroom management (<i>Focus group with teaching teams</i>)	April/May

Impact <i>Over time effects</i>	Input <i>Who/what's involved</i>	Activities <i>What occurs</i>	Output <i>First effects</i>	Outcome <i>Second effects</i>	Evaluation Timelines
Professional Development Instructional teams demonstrate effective teaching practices to	Instructional Teams include <i>Voluntary participation by school staff to participated in professional development.</i>	Will Provide <ul style="list-style-type: none"> Up to 88 clocked hours Professional development multi-year plan Grade level meetings Community of Practice meetings PD will be individualized by school. 	<ul style="list-style-type: none"> Number ED team who participate in workshops & descriptions (Early Childhood Specialist) 	<ul style="list-style-type: none"> High quality professional development supports increasing EC team skills. Focus group with instructional teams (UNMC) 	Spring
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 Location: NOLC	Will provide: <ul style="list-style-type: none"> 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 Target: Families living in the neighbor	<ul style="list-style-type: none"> # 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) 	<ul style="list-style-type: none"> 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 access formal and informal supports(FRIENDS) 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 Intake/Fall/Spring Fall/Spring Spring Spring Data Pulled 2x per year Fall/Spring

MEMORANDUM

To: Members of the Learning Community Coordinating Council
From: Renee Franklin, Executive Director—Elementary Learning Centers
Date: May 2020
RE: UNMC/MMI Program & CAP Evaluation

Requested Action: Renew Existing Contract
Type of Contract: Fixed Cost
Existing Terms: September 2019-August 2020; \$438,900
Proposed Terms: September 2020-August 2021; \$433,619
Partner: UNMC/Munroe Meyer Institute

Overview

The UNMC/MMI Evaluation scope of work covers the evaluation of programs funded through the Elementary Learning Center funding stream including all programming at both of the Learning Community Centers as well as pilot programming across multiple districts (Kindergarten Jumpstart, Extended Learning Programs and Instructional Coaching). It also covers the evaluation for the Community Achievement Plan. Having an independent, third-party evaluator document the sustained success of programming is essential to the Learning Community's mission of demonstrating improved practice to measurably improve student learning.

Supporting Detail

Our partnership with the UNMC/MMI as our third-party evaluator continues to be successful. As most will recall, the legislature not only asked us to provide independent evaluation for our programming and this contract has delivered well in meeting that need to provide summary data appropriate for policy makers. The principal investigator of the evaluation, Dr. Barbara Jackson, will provide support to the Council members and Learning Community staff throughout the fall and Dr. Jolene Johnson will serve as the principal director after she retires.

Current Results

We are very fortunate that MMI shares with the Learning Community the value of utilizing the Continuous Improvement Model which is provided by MMI staff. Through this model, MMI staff provide real time evaluation feedback to providers which are then incorporated into the existing program for improvement. Feedback from both school districts and community agencies has been extremely positive.

Budget & Recommendation

The amended contract is recommended for one year for \$433,619. While the budget includes additional child level assessments to accommodate the expansion of Parent University, it is approximately 1% lower due to Dr. Jackson's retirement

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

EVALUATION AGREEMENT

THIS EVALUATION AGREEMENT (this "Amendment") is made and entered into effective September 1, 2020 (the "Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("Learning Community"), and University of Nebraska Medical Center, a Nebraska political subdivision, ("UNMC") on behalf of the Monroe-Meyer Institute for Genetics and Rehabilitation ("MMI").

RECITALS

WHEREAS, Learning Community has established elementary learning centers ("ELCs") to serve as visionary resource centers for enhancing the academic success of elementary students who are residents of the Learning Community;

WHEREAS, Learning Community, both in partnership with member school districts and third party providers, offers a variety of programming on behalf of both the ELCs and those subcouncil districts which do not have an ELC located within their boundaries ("ELC Programs");

WHEREAS, in order to determine the effectiveness of the ELC Programs, Learning Community has, since July 2010, engaged UNMC, acting through MMI, to conduct program evaluation services of the ELC Programs;

WHEREAS, Learning Community wants to continue to engage MMI, and MMI is willing to continue to be so engaged by Learning Community, to conduct program evaluations of ELC Programs and to conduct Learning Community's annual Community Achievement Plan ("CAP") evaluation;

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

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

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

2. Purpose / Services.

a. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby engages MMI, and MMI agrees to be engaged by Learning Community, to undertake and conduct evaluations of ELC Programs and the CAP, as more specifically set forth herein and in Exhibit 1 attached hereto and incorporated herein by this reference (each evaluation is referred to as a "Project" and are collectively referred to herein as the "Projects", and each scope of work is referred to as a "Plan" and collectively, as "Plans"). Exhibit 1 provides (and any subsequent Plans agreed to by the parties shall provide) for the development of an evaluation guidebook ("Evaluation Guidebook"), set forth a date by which the Evaluation Guidebook shall be submitted to Learning Community for review and approval, and set forth a budget for the

Project. Any subsequent Plans will be marked sequentially as Exhibit "2", Exhibit "3", etc., will be attached hereto and are by this reference specifically incorporated herein. MMI shall, pursuant to this section and as requested by Learning Community: i) conduct the Project in accordance with its corresponding Plan; ii) collect and analyze all identified and necessary data from the organizations, including, but not limited to, member school districts of Learning Community, involved in the conduct and operation of the ELC Program which is the subject of the Project, or the CAP, as applicable; iii) aggregate all data collected which pertains to the ELC Program, or CAP, as applicable, which is the subject of the Project; and d) issue an evaluation report upon completion of each Project.

b. Once approved by Learning Community, the Evaluation Guidebook may not be amended or modified for the applicable Project except upon the mutual agreement of the parties. If Learning Community does not approve the Evaluation Guidebook initially submitted by MMI, the parties shall discuss what revisions to the submitted document are necessary. If, after such discussions, Learning Community determines, in its sole discretion, that an Evaluation Guidebook acceptable to Learning Community will not be submitted by MMI, the applicable Project shall be terminated and Learning Community will pay MMI, upon submission by MMI of an itemized bill, for actual expenses, including personnel time, incurred by MMI in preparing the Evaluation Guidebook for submission. Upon payment by Learning Community, said Project shall be considered concluded and neither UNMC nor Learning Community shall have any further obligation to the other party with regard to the applicable Project.

3. Performance Period. The term of this Agreement shall commence on the Effective Date and shall continue for a twelve (12) month period until August 31, 2021, unless earlier terminated as provided in this Agreement ("Term"). Notwithstanding the foregoing, neither party to this Agreement shall hold another responsible for damages or delays in performance caused by acts of nature, strikes, lockouts, accidents, or other events beyond the reasonable control of said party. Notwithstanding the foregoing, MMI specifically agrees and acknowledges that the evaluation reports which MMI is required to prepare and issue in accordance with this Agreement, until delivered to Learning Community in accordance with the applicable Project, be an ongoing obligation of MMI, which obligation shall survive the expiration of this Agreement, unless otherwise agreed in writing by the parties.

4. Payment & Billing. Subject to the terms and conditions set forth in this Agreement, during the Term, MMI shall be paid an amount not to exceed the total budgeted amount set forth in Exhibit A (the "Term Amount"), for all Services performed by MMI hereunder in accordance with the budget submitted to Learning Community. Payment shall be made to MMI as follows:

a. During the Term, MMI shall submit to Learning Community on or before the fifth (5th) day of each month, commencing on October 5, 2020, an itemized invoice for Services provided during the immediately preceding month, which invoice shall set forth an itemized listing of expenses actually incurred by MMI and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. Payment of approved invoices (or portion(s) thereof) shall 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.

b. Upon expiration or earlier termination of this Agreement, as applicable, Learning Community shall, after review and approval of the invoice for the final month of the Term, pay to MMI the remaining amount due and owing to MMI, if any, pursuant to this

Agreement; provided, however, that such payment amount shall be approved only to the extent the same will not result in the total amount of payments, including the payment to be made pursuant to this Section, to MMI exceeding the Term Amount. Said payment shall be made by Learning Community within forty-five (45) days after receipt of the invoice for the last month of the Term. If, upon expiration or earlier termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month of the Term, Learning Community has, after application of all payments made pursuant to Section 4.a, made payments to MMI which exceed the total amount due and owing to MMI, MMI shall refund to Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement.

c. The amount(s) to be paid by Learning Community as provided under Sections 4(a) and (b) shall constitute the entire consideration to be paid by Learning Community to MMI for the Services. 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 MMI in the performance of the Services.

d. MMI acknowledges and agrees that MMI shall be solely responsible for the total amount of expenses actually incurred, if any, that exceed the Term Amount.

e. Learning Community funds may not be used by MMI 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.

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

g. 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 MMI 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 MMI of such noncompliance; (ii) to protect the purpose and objectives of the Services or any other activities of Learning Community; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, MMI or the Services.

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

5. Warranties & Representations.

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

i. The Services 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 MMI and the Services.

ii. There is no fact known to MMI, 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. MMI shall at all times during the Term maintain the following types, forms and amounts of Insurance:

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

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

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

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

(5) Workers' Compensation Insurance covering MMI and its employees for all costs, statutory benefits and liabilities under the Nebraska Workers' Compensation Act and similar laws for employees of MMI, 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. MMI shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community; and

(6) Umbrella/Excess Insurance with limits of not less than \$1,000,000 per occurrence which shall provide liability coverage in excess

of the specified Workers' Compensation/Employers Liability, Commercial General Liability and Auto Liability insurance policies.

Before commencing providing the Services, MMI shall provide a standard ACORD Certificate of Insurance evidencing such types, forms and amounts of insurance stated above are in effect. It is the MMI's sole responsibility to provide Learning Community notice of the cancelation or non-renewal of any required insurance. Failure of MMI to maintain all such insurance or to provide Learning Community notice of any cancellation or non-renewal thereof shall not relieve MMI 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 MMI shall not be construed as a waiver of MMI'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 MMI's interest in performing the Services. Such coverage and limits shall not be deemed or construed to be any limitation on the MMI's liabilities under any indemnification obligations provided to Learning Community under this Agreement.

iv. MMI will not use Learning Community funds to provide, facilitate or discuss religious instruction, doctrine, worship or belief, nor will the Services include or discuss such concepts.

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

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

i. Learning Community shall at all times during the Term maintain Commercial General Liability insurance providing coverage to Learning Community and naming MMI 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.

ii. 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 MMI.

iii. There is no fact known to Learning Community, its Coordinating Council members, officers, employees, representatives or agents which would

materially affect the decision of MMI to enter into this Agreement which has not been disclosed to MMI.

6. Reporting / Data.

a. MMI shall issue reports on its Project findings to Learning Community on or before dates mutually agreed to by the parties and set forth in the applicable Exhibits. Such reports shall, if applicable, include an analysis of the data for Learning Community as a whole and for each elementary learning center. MMI may not disclose any reports issued in accordance with this section without the prior written consent of Learning Community, which consent may be granted in the sole discretion of Learning Community. The obligations of MMI under this section shall survive the expiration or termination of this Agreement.

b. Unless otherwise required by law MMI shall maintain in confidence any and all data collected by MMI in performing the Services. MMI may not disclose such data without the prior written consent of the organization which provided said data to MMI, which consent may be granted in the sole discretion of the providing organization. Upon completion of a Project and issuance of the evaluation report to Learning Community as provided in this Agreement, MMI shall return to the respective providing organizations all data and information collected by MMI and shall destroy all copies, scans, electronic records or other documents containing such information within sixty (60) days of the issuance of the report. The obligations of MMI under this section shall survive the expiration or termination of this Agreement.

7. Obligations of MMI.

a. 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 MMI. MMI shall be responsible for establishing and maintaining adequate financial records for the Services, which records shall include a systematic accounting of the receipt and disbursement of Learning Community funds. MMI 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. MMI shall keep all financial records with respect to the Services for at least four (4) years following the year during which the Term ended. Learning Community, or a designated representative thereof, reserves the right, upon prior written notice, to audit MMI's books and records relating to the expenditure of any funds provided by Learning Community related to the Services.

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

c. MMI 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 MMI in conjunction with the Services.

d. MMI shall provide written notice to Learning Community within five (5) days of the occurrence during the Term of significant changes or events which could potentially impact the performance of Services pursuant to this Agreement.

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

9. Independent Contractor. Nothing contained in this Agreement 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. To the extent permitted by law, MMI covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents and employees, and their successors and assigns, individually and collectively, (collectively, the "Learning Community Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of MMI, its employees or agents in conducting the Services as specified in this Agreement and MMI further agrees to pay all expenses in defending against any claims made against Learning Community Indemnified Parties; provided, however, that MMI shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of Learning Community Indemnified Parties.

To the extent permitted by law, Learning Community covenants and agrees to indemnify and hold harmless MMI, its members, directors, officers, consultants, agents and employees, and their successors and assigns, individually or collectively, (collectively, the "MMI 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 Services and Learning Community further agrees to pay all expenses in defending against any claims made against the MMI 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 MMI Indemnified Parties.

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

If to Learning Community: Chief Executive Officer
Learning Community of Douglas and Sarpy Counties
1612 N. 24th Street

Omaha, Nebraska 68110

If to MMI:

Barbara Jackson, Ph.D.
MUNROE-MEYER INSTITUTE FOR GENETICS AND
REHABILITATION
985450 Nebraska Medical Center
Omaha, Nebraska 68198-5450

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

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

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

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

15. Citizenship Verification. MMI agrees and acknowledges that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. § 4-108 to 4-114, as amended.

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

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

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

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

20. Entire Agreement. Except as otherwise provided in this Agreement together with the recitals, as well as any exhibits, attachments, or schedules to an exhibit hereof, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter

hereof, and supersedes and revokes any and all prior or existing agreements, written or oral, relating to the subject matter hereof, and this Agreement shall be solely determinative of the subject matter hereof.

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

Signature Page Follows

DRAFT
05/14/20

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

BOARD OF REGENTS OF THE UNIVERSITY
OF NEBRASKA by and on behalf of the
UNIVERSITY OF NEBRASKA MEDICAL
CENTER

By: _____
David J. Patton, Chief Executive Officer

Date: _____

By: _____
[REDACTED], Director, Business &
Finance

Date: _____

MUNROE-MEYER INSTITUTE FOR GENETICS
AND REHABILITATION

By: _____
Karoly Mirnics, Director

Date: _____

Exhibit A

Elementary Learning Centers Evaluation
Learning Communities of Douglas & Sarpy Counties
Program Evaluation Budget Justification
9/1/2020-8/31/2021

Scope of Work:

- The scope of work covers the evaluation of programs funded through the ELC funding stream, including school and family support initiatives and projects. MMI staff will work individually with funded sites to develop an appropriate implementation of the overall Learning Community evaluation plan.
- The MMI Principal Investigators will work with the Learning Community to implement the work scope as outlined in the logic model.
- All results will be synthesized and reported for Learning Community Leadership Staff and sub-council members. Schools will also provide administrative and outcome data for use in the evaluation.
- The Pls will complete the CAP report annually and attend meetings related to the CAP as needed.

External evaluation:

- *Jump Start to Kindergarten.* MMI staff will utilize the Bracken School Readiness Assessment pre and post with all students to measure the impact of programming on students preparing to enter kindergarten. Results will be synthesized and reported for Learning Community Leadership Staff and sub-council members. Parent surveys will also be collected, analyzed, and reported. A kindergarten teacher survey will be administered in the fall to determine the extent the Jump Start Program supported the students' readiness to entering kindergarten.
- *Extended Learning.* Parent surveys will be collected, analyzed and reported. Student level achievement data will be requested from districts and then analyzed.
- *Learning Community Center of South Omaha.* MMI staff will work closely with LCCSO to collect adult and child participant data (focus groups with parents, parent surveys, administrative data, adult (e.g., CASA), parent-child assessments (e.g. KIPS) and student assessments (Bateria, MEFS). Data will be collected from participants at LCCSO.
- *Learning Community Center of North Omaha:*
 - *Kellom & Conestoga Early Childhood Partnership Program:* CLASS observations will be gathered to report on the progress of classroom quality (preK – 1st grade) and student measures will include PPVT (vocabulary), MEFS (executive functioning), DECA (social emotional) and Bracken (school readiness) data will be collected for students. Family measures may include focus group, surveys, and others as identified in collaboration with OPS leadership and LC leadership.
 - *Lothrop, and Franklin:* CLASS observations will be gathered to report on the progress of classroom quality (preK) and student measures will include PPVT (vocabulary) and Bracken (school readiness).
 - *Minne Lusa and Skinner:* CLASS observations will be gathered to report on the progress of classroom quality (preK) and student measures will include PPVT (vocabulary).

Focus groups will occur with coaches, teaching staff and/or principles.

- *Family Navigators:* Review of service plans by UNMC LCSW to examine quality, goals and progress of families. Feedback is provided twice per year to the service providers and supervisor(s).

- *Parent University:* analyses of family data (e.g., surveys, administrative data, and KIPS, course outcome data as relevant), child data (PPVT, Bracken, MEFS, and DECA) and focus groups.
 - *Partnership with higher education:* Reporting on graduate survey data and focus group data.
 - *Child Care project:* Completion of family child care observations, pre/post knowledge assessment, and focus groups.
- *Literacy and/or Instructional Coaching.* MMI staff will collaborate with area schools implementing an Instructional Coaching Model (Bellevue, Millard Omaha, Ralston and Westside). Locally collected administrative data will be used to measure student progress (e.g., AimsWeb, MAP, Accuity, and NeSA). Focus groups and/or survey data will be conducted with staff in the spring to evaluate the implementation of literacy coaching (coaches, teachers). CLASS videos will be collected from a sampling of teachers participating in Literacy Coaching.

Administrative Activities:

- The MMI Principal Investigators will participate in the Learning Community Evaluation Management Team meetings (approximately monthly).
- The MMI Principal Investigators will work with the Nebraska Department of Education and districts as applicable to collect student demographics and assessment data including NWEA-MAP and the statewide assessment scores.
- The MMI Principal Investigator and her team will also serve in a planning role with regard to developing birth to five programs across the LC.
- MMI staff will collaborate with members of individual districts to obtain approvals including district research requests, where applicable.
- MMI staff will analyze all observation, participation, demographic, and survey data and prepare an Annual Evaluation Report to be submitted to the Executive Director November of each year.
- PIs will co-present at national and local conferences as requested.
- The PIs will complete the CAP report annually and attend meetings related to the CAP as needed.

Personnel:

B. Jackson., Principal Investigators(.05 FTE) and J. Johnson (.20 FTE) and R. Zweiback (.10) co-PI will be responsible for developing, overseeing, and implementing the evaluation plan for all programs funded by the Learning Community of Douglas and Sarpy Counties' Elementary Learning Centers funding stream. They will supervise the evaluation staff in data collection and debriefing activities. They will also be responsible for overseeing data collection, data analysis, dissemination of formative and summative findings, participation with the Evaluation Collaborative member group, and completion of identified reports.

A. Encinger (.15) and K. Price (.45), Project Leads will assist in the evaluation of the project, data collection, and will be responsible for coordinating a component of the evaluation project.

A. Siebler, R. Skoglund, K. Tourek, K. Miller, S. Baird, A. Mills, J. Harmon, J. Rodriguez, C. Villanueva, N. Buchholz, B. Miller, K. Dietrich, Y. Estrada, C. Butler, B. Skoglund, and B. Zessin, (3.35 FTE) will assist in evaluation of the project including conducting focus groups, collecting child and family data, and completion of classroom observations.

J. Biodrowski, Data Entry (0.15)—will be responsible for data entry.

M. Young, (.25 FTE) will be responsible for day-to-day administrative tasks.

Fringe Benefits: University benefits include contributions to health insurance, life insurance, retirement, and social security.

Travel: This will include local travel to assist in site visits and to attend meetings as identified and travel for presentations .

Supplies/Equipment: Supplies will include general office supplies and assessment materials (Bracken SRA kits, assessment protocols, CLASS protocols, CASA and online reliability processes). Equipment will include video recording cameras, computers and office furniture as needed.

Operating:

CLASS Contractors: This will include training costs for contractors to assist in completing CLASS.

Contractor Travel: Will cover costs to travel to sites to complete the evaluations.

MEFS Contract: Fees for MEFS online protocols.

Fees for certifications. Will include payments for staff members to obtain and maintain reliability on the Pre-K, K-3 CLASS and KIPS certification. Includes training on the newest version of CASA.

Incentives. Will be gift cards to pay teachers and child care staff to participate in focus groups and complete assessments.

Copy and Print: Will be used to make copies of materials for site reviews and meetings and funds to support the printing of reports.

Telephone: Will be used to support costs of webinar, conferencing, surveying and telephone support for ongoing coordination with local sites and the Learning Community.

Administrative Costs: This will include support for ongoing administrative support, computer maintenance, information technology, and accounting support for business and other administrative activities related to the contract.

Learning Community Elementary Learning Center Evaluation Education and Child Development 09/01/2020 - 08/31/2021		
	FTE	Total
Personnel:		
B. Jackson	0.05	3,028
J. Johnson	0.20	17,855
A. Encinger	0.15	10,136
K. Miller	0.05	3,673
R. Zweiback	0.10	11,586
K. Price	0.45	30,200
A. Siebler	0.10	7,236
A. Mills	0.35	20,715
B. Miller	0.35	18,284
C. Butler	0.15	8,773
C. Villanueva	0.25	16,511
J. Harmon	0.25	15,838
J. Rodriguez	0.50	27,174
J. Biodrowski	0.15	5,813
K. Dietrich	0.20	11,770
K. Tourek	0.10	5,731
M. Young-Oestmann	0.25	11,998
N. Buchholz	0.25	16,199
R. Skoglund	0.10	5,736
R. Zessin	0.20	12,512
S. Baird	0.15	9,749
Y. Estrada Garcia	0.30	15,683
Sub-total	4.65	286,198
Fringe Benefits		85,261
Travel		4,000
Supplies		5,740
Operating:		
Contractors for CLASS/Assessments		2,000
MEFS contract		3,500
Contractor Travel		200
Fees for Certifications		2,000
Incentives		1,800
Printing / Copy Services		1,500
Telephone		2,000
Administrative Service Fee		39,420

Total		433,619



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 2020-21
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 2020-21
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 2020-21
DC West Community Schools	DC West	Extended Learning / Summer	2020-21	\$6,969.05

Elkhorn Public Schools	Arbor View, Blue Sage, Fire Ridge, Hillrise, Manchester, Sagewood, Skyline, Spring Ridge, West Bay, West Dodge Station, Westridge	Extended Learning / Summer	2020-21	\$22,131.05
Elkhorn Public Schools				
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:				\$941,378.91

SUMMARY OF TERMS

This document provides a summary of the terms of the proposed **SERVICE PROVIDER AGREEMENT** (the “Agreement”) by and between the **LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES** (the “Learning Community”) and **COMPLETELY KIDS** (“Provider”).

This document is not a binding agreement and is intended to provide only a summary of the proposed terms of the Agreement. Any inconsistency between this Term Sheet and the Agreement shall be resolved pursuant to the Agreement.

Parties:	The Learning Community of Douglas and Sarpy Counties Completely KIDS
Performance Period:	August 1, 2020 – May 31, 2021 (the “Program Term”)
Program Type:	Extended Learning / School Year: CK Field Club (the “Program”) will provide out-of-school programming at Field Club Elementary for 60 students (before school) and 125 students (after school) in Kindergarten through 5 th grade in a structured literacy, math, science, and enrichment-focused programming.
Reporting:	<p>Within 30 days of termination of Program or expiration of Program Term:</p> <ul style="list-style-type: none">- Provider shall provide report to Munroe-Meyer Institute which includes (1) the school building attended during the immediately prior school year, grade, ethnicity, gender and English language learner status of each Program participant during the Program Term; and (2) that data specified in the Program.- Provider shall submit a written final report to Learning Community that includes Program activities, goals of the Program and accounting of expenditures from Learning Community funds. <p>The Learning Community may request written interim reports that provide a description of Program objectives and accomplishments, a certification of compliance of the terms and conditions of the Agreement, and accounting of all expenditures from Learning Community funds.</p>
Obligations of Provider:	<ul style="list-style-type: none">- Provider shall provide the Learning Community a letter of support or a copy of a contract with any third party if the Program included the use of facilities, staff, programs or resources of any third party.- A designated representative of the Learning Community shall be permitted to conduct pre-arranged site visit(s).- Funds provided by the Learning Community shall be accounted

	<p>for separately in the financial books and records of Provider. Provider shall keep all financial records related to program for 4 years following year program term ends. Provider shall make these records available for review and audit by the Learning Community.</p> <ul style="list-style-type: none"> - The Learning Community and Provider shall each allow the other to review and approve the text of any publicity or external communication concerning the Program. - If requested by the Learning Community, Provider shall provide pertinent information relating to the results, findings or methods developed during the Program. - Provider shall provide a non-exclusive, irrevocable and royalty-free license regarding any works created or used during the course of the Program. - Provider shall maintain all required governmental and professional licenses and credentials in conjunction with the Program. - Provider represents and warrants that all employees and officers working with the Program have undergone exhaustive background checks. - On an annual basis, and whenever amended, Provider shall provide the Learning Community a copy of policies and procedures directed at the prevention of unrestricted access by individuals not directly involved with the Program. - Provider shall provide written notice to Learning Community within five (5) days of significant changes or events that could impact the Program.
Early Termination:	<p>Either party may terminate the Agreement upon sixty (60) days notice to the other party. If one party is in violation or breach of the Agreement and is not cured within thirty (30) days after receipt of written notice, then termination shall be effective upon written notice of termination to the other party in violation or breach.</p>

SUMMARY OF TERMS

This document provides a summary of the terms of the proposed **ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT** (the “Agreement”) by and between the **LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES** (the “Learning Community”) and, separately, each of the districts listed below (“District”).

This document is not a binding agreement and is intended to provide only a summary of the proposed terms of the Agreement. Any inconsistency between this Term Sheet and the Agreement shall be resolved pursuant to the Agreement.

Parties:	The Learning Community of Douglas and Sarpy Counties <ul style="list-style-type: none"> - Douglas County West Community Schools - Elkhorn Public Schools - Papillion-La Vista School District - Springfield Platteview Community Schools 	
Performance Period:	Programs vary between two (2) weeks and one (1) year between the dates of August 2020 through August 2021 (the “Program Term”).	
Program Types:	Papillion-La Vista School District	Jumpstart to Kindergarten: Programs to provide incoming Kindergarten students with instructional experiences that include developing academic and social skills to assist in successful transition into school
	Douglas County West Community Schools Elkhorn Public Schools	Extended Learning / Summer: Programs to provide continued learning and supplemental instruction either during out-of-school-time hours or throughout the summer months
	Springfield Platteview Community Schools	Extended Learning / School Year: Math intervention program that provides individual and group instruction during regular math block and before or after school throughout the year
Reporting:	<ul style="list-style-type: none"> - Within 60 days of termination of Program or expiration of Program Term, District shall provide report to Munroe-Meyer Institute which includes (1) data specified in Program; and (2) data mutually agreed upon by District, Learning Community and Munroe-Meyer Institute. - Within 60 days of Program completion, District shall submit a written final report to Learning Community that includes Program activities and accomplishments and accounting of expenditures from Learning Community funds. 	
Obligations of	<ul style="list-style-type: none"> - District is responsible for administering the Program according to 	

District:	<p>the Agreement, maintaining documentation of all actions and expenditures, and submitting an executed Statement of Assurances.</p> <ul style="list-style-type: none"> - A designated representative of the Learning Community shall be permitted to conduct pre-arranged site visit(s). - Funds provided by the Learning Community shall be accounted for separately in the financial books and records of District. District shall keep all financial records related to program for 4 years following year program term ends. District shall make these records available for review and audit by the Learning Community. - District shall assure that all employees have the required state and professional licenses and credentials in conjunction with the Program and that all contracted service providers have a license to operate in Nebraska. - For all individuals involved with the Program, District shall conduct a criminal background check, a national sex offender registry check and a Nebraska Sex Offender Registry check. - District shall, and assure that all contracted service providers, maintain Commercial General Liability insurance, Sexual Abuse & Molestation coverage, Professional or Educator's Legal Liability insurance, Automobile Liability insurance, Workers' Compensation and Umbrella/Excess Liability insurance and shall provide evidence of such coverage. - District shall allow Learning Community to review and approve the text of any publicity or external communication concerning the Program.
Early Termination:	<p>Either party may terminate the Agreement upon sixty (60) days notice to the other party. If District is in breach of the Agreement, Learning Community may immediately terminate the Agreement.</p>

SUMMARY OF TERMS

This document provides a summary of the terms of the proposed **ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT** (the “Agreement”) by and between the **LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES** (the “Learning Community”) and, separately, each of the districts listed below (“District”).

This document is not a binding agreement and is intended to provide only a summary of the proposed terms of the Agreement. Any inconsistency between this Term Sheet and the Agreement shall be resolved pursuant to the Agreement.

Parties:	<p>The Learning Community of Douglas and Sarpy Counties</p> <ul style="list-style-type: none"> - Douglas County School District 001, aka, Omaha Public Schools - Ralston Public Schools - School District No. 1 of Sarpy County, aka Bellevue Public Schools - School District No. 66 of Douglas County, aka Westside Community Schools
Performance Period:	<ul style="list-style-type: none"> - <u>Initial Term</u>: Programs vary between the dates of August 2020 through August 2022. - <u>Extended Term</u>: Automatic extension for additional 1-year term absent either party providing notification of intent not to renew 30 days prior to expiration of Initial Term.
Program Type:	<p>Instructional Coaching: Programs to provide instructional coaching to current principals and teachers to further professional development and effectiveness of teaching methods</p>
Reporting:	<ul style="list-style-type: none"> - Within 60 days of termination of Program or expiration of Initial Term, and within 60 days of termination of Program or expiration of Extended Term, District shall provide report to Munroe-Meyer Institute which includes (1) data specified in Program; and (2) data mutually agreed upon by District, Learning Community and Munroe-Meyer Institute. - Within 60 days of termination of Program or expiration of Initial/Extended Term, District shall submit a written final report to Learning Community that includes Program activities and accomplishments and accounting of expenditures from Learning Community funds.
Obligations of District:	<ul style="list-style-type: none"> - District is responsible for administering the Program according to the Agreement, maintaining documentation of all actions and expenditures, and submitting an executed Statement of Assurances. - A designated representative of the Learning Community shall be permitted to conduct pre-arranged site visit(s) during the Initial Term and Extended Term.

	<ul style="list-style-type: none"> - Funds provided by the Learning Community shall be accounted for separately in the financial books and records of District. District shall keep all financial records related to program for 4 years following year Initial Term or Extended Term ends. District shall make these records available for review and audit by the Learning Community. - District shall assure that all employees have the required state and professional licenses and credentials in conjunction with the Program and that all contracted service providers have a license to operate in Nebraska. - For all individuals involved with the Program, District shall conduct a criminal background check, a national sex offender registry check and a Nebraska Sex Offender Registry check. - District shall, and assure that all contracted service providers, maintain, during the Initial Term and Extended Term, Commercial General Liability insurance, Sexual Abuse & Molestation coverage, Professional or Educator's Legal Liability insurance, Automobile Liability insurance, Workers' Compensation and Umbrella/Excess Liability insurance and shall provide evidence of such coverage. - District shall allow Learning Community to review and approve the text of any publicity or external communication concerning the Program.
Early Termination:	<p>Either party may terminate the Agreement upon sixty (60) days notice to the other party prior to the end of the Initial Term or Extended Term. If District is in breach of the Agreement, Learning Community may immediately terminate the Agreement.</p>



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

Chief Executive Officer
David Patton

**COORDINATING
COUNCIL OFFICERS**

Chair
Susan Kelley

Vice Chair
Allen Hager

Secretary
Jill Woodward

Treasurer
Carol Hahn

COUNCIL MEMBERS

Achievement Subcouncil 1

Dr. Bradley Ekwerekwu
Brian Thommes

Achievement Subcouncil 2

Dr. Cornelius Williams
Carol Hahn

Achievement Subcouncil 3

Mark Hoeger
Melinda Kozel

Achievement Subcouncil 4

Allen Hager
Susan Kelley

Achievement Subcouncil 5

Anayeli Martinez Real
Tonya Ward

Achievement Subcouncil 6

Mike Avery
Jill Woodward

MISSION

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

VISION

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

LearningCommunityDS.org

May 6, 2020

Hello Chair Kelley,

I submit my resignation as a representative of Subcouncil 1 of the Learning Community Council of Douglas and Sarpy Counties effective July 1, 2020.

Sincerely,

Bradley Ekwerekwu

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

2020-2021 DIVERSITY PLAN

GOAL: The goal of the diversity plan is to annually increase the socioeconomic diversity of enrollment at each grade level in each school building within the learning community until such enrollment reflects the average socioeconomic diversity of the entire enrollment of the learning community.

STRATEGY 1: Monitor the option enrollment process to be utilized by the eleven-member school districts of the Learning Community of Douglas and Sarpy Counties (Learning Community) in accepting option enrollment applicants.

a. Maintain procedures and criteria by which each member school district shall establish a maximum capacity for each school building within the Learning Community.

i. Facilities, staff and programs are the general factors recognized in determining a maximum capacity of a school building. Growth issues are considered through recognition of member school district policies pertaining to instructional staff, class size and unassigned instructional space. Specific criteria consistent with the general factors are set forth in the Enrollment Capacity Data Sheet Instructions (ATTACHMENT A).

ii. Adopt the Enrollment Capacity Data Sheet (ATTACHMENT B) for use by member school districts, which sets forth the specific criteria and procedures by which member school districts identify a maximum capacity for each school building.

(1) The Enrollment Capacity Data Sheet includes school building data sheets for elementary, middle and high school buildings and directions and definitions for use by the member school district as it completes the applicable school building data sheet.

(2) The column titled "Enrollment Capacity" on the school building data sheet identifies the maximum capacity for the designated school building for the upcoming school year. Space will be provided to note unique circumstances having an impact on enrollment capacity.

(3) The Enrollment Capacity Data Sheet for each school building shall be signed and dated by an authorized representative of the member school district before it is submitted to the Learning Community.

(4) Provide procedures and definitions specific to elementary, middle and high school buildings by which member school districts will identify a maximum capacity number for each school building.

(a) Elementary Enrollment Capacity Data Sheet includes:

(i) Enrollment capacity is a function of the number of assigned grade level classrooms and allowable class size.

(ii) Building capacity in elementary schools includes grade level capacity.

(iii) Rooms utilized for resource, supplemental instruction or specialized curriculum instruction does not add to building capacity.

(iv) Rooms utilized for special education needs when service is provided to students for the majority of their school day are included as capacity generating spaces.

(v) Projected enrollment cells for one year and five-year projections are provided. The five-year projection column is optional based on a member school district's projection capability.

(b) Middle School Enrollment Capacity Data Sheet includes:

(i) Middle school facilities have middle school team configurations. The educational program in a teamed middle school is typically a combination of core curriculum instruction in combination with exploratory or elective course offerings.

(ii) Enrollment capacity is a function of the number of assigned classrooms and core curriculum teams, allowable class size and scheduled teaching periods for instruction.

(iii) Building capacity in middle schools includes grade level capacity.

(iv) Rooms utilized for special education needs when service is provided to students for the majority of their school day are included as capacity generating spaces.

(v) Rooms utilized for resource, supplemental instruction or specialized curriculum instruction do not add to building capacity.

(vi) Projected enrollment cells for one year and three-year projections are provided. The three-year projection column is optional based on a member school district's projection capability.

(c) High School Enrollment Capacity Data Sheet includes:

(i) Enrollment capacity for high schools and buildings utilized as combined junior/senior high schools is a function of the number and assigned use of classrooms, average classroom enrollment and the number of class periods each day the room is scheduled for instruction.

(ii) Rooms utilized for special education programs are considered capacity generating spaces if they are utilized as a regularly scheduled classroom.

(iii) Computer labs, media centers, gymnasium areas and other special function areas are considered capacity generating spaces if they are utilized for an instructional function for the majority of the school day.

(iv) Projected enrollment cells for one year and three-year projections are provided. The three-year projection column is optional based on a member school district's projection capability.

b. Identify the order of intake for Option Enrollment

i. Open enrollment option student means a student who resides in a school district that is a member of a learning community, attended a school building in another school district in such learning community as an open enrollment student pursuant to § 79-2110, and attends such school building as an option student in a school year after the 2016-2017 school year.

ii. Each student attending a school building outside of the resident school district as an open enrollment student pursuant to § 79-2110 for any part of school year 2016-2017 shall be automatically approved as an open enrollment option student beginning with school year 2017-2018 and allowed to continue attending such school building as an option student without submitting an additional application unless the student has completed the grades offered in such school building or has been expelled and is disqualified pursuant to § 79-266.01. Except as provided in § 79-2110(3) for students attending a focus school, focus program, or magnet school, approval as an open enrollment option student does not permit the student to attend another school building within the option school district unless an application meeting the requirements prescribed in § 79-237 is approved by the school board of the option school district. Upon approval of an application meeting the requirements prescribed in § 79-237, a student previously enrolled as an option enrollment student in the option school district shall be treated as an option student of the option school district without regard for his or her former status as an open enrollment student. Except as otherwise provided in § 79-235.01 and §§ 79-234, 79-235, 79-237, and 79-238 and 79-2110(3), open enrollment option students shall be treated as option students of the option school district.

iii. First priority for enrollment is given to siblings of option students enrolled in the option school district

iv. Second priority is given to students who have previously been enrolled in the option school district as an open enrollment student

v. Third priority is given to students who contribute to the socioeconomic diversity of such school building to which the student will be assigned pursuant to § 79-235.

(1) For purposes of the enrollment option program, a student who contributes to the socioeconomic diversity of enrollment at a school building within a learning community means:

(a) A student who does not qualify for free or reduced-price lunches when, based upon the certification pursuant to § 79-2120, the school building the student will be assigned to attend either has more students qualifying for free or reduced-price lunches than the average percentage of such students in all school buildings in the learning community or provides free meals to all students pursuant to the community eligibility provision; or

(b) A student who qualifies for free or reduced-price lunches based on information collected voluntarily from parents and guardians pursuant to § 79-237 when, based upon the certification pursuant to § 79-2120, the school building the student will be assigned to attend has fewer students qualifying for free or reduced-price lunches than the average percentage of such students in all school buildings in the learning community and does not provide free meals to all students pursuant to the community eligibility provision.

vi. Fourth priority is given to students who reside in the Learning Community.

vii. The option school district shall not be required to accept a student meeting the priority criteria above if the district is at capacity as determined above except as provided in § 79-240 or in the case of open enrollment option students.

c. Maintain consistent selection and operational guidelines for Option Enrollment.

i. For focus schools and focus programs established through the Learning Community:

(1) Enrollment in each focus school or focus program shall be designed to reflect the socioeconomic diversity of the Learning Community as a whole . §79-2110(3).

(2) Selection of students for focus schools or focus programs shall be on a random basis from two pools of applicants: students who qualify for free or reduced-price lunch and students who do not qualify for free or reduced-price lunch.

(3) If, after selection of students for a focus school or focus program in accordance with this *Strategy 1.c.* is completed, capacity remains in a focus school or focus program, the member school district which operates said focus school or focus program shall randomly select applicants up to the remaining capacity of the focus school building or focus program or until all applications have been processed.

ii. Acceptance or rejection of an application by a member school district shall be in accordance with the procedures and criteria set forth in §79-238.

d. Educate member school districts on Option Enrollment transportation requirements.

i. Except as otherwise provided below, the parent or legal guardian of the option student shall be responsible for the required transportation of the option student. A school district may, upon mutual agreement with the parent or legal guardian, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.

ii. For open enrollment option students who received free transportation for school year 2016-2017 pursuant to § 79-611(2), the school board of the option school district shall continue to provide free transportation for the duration of the student's status as an open enrollment option student or for the duration of the student's enrollment in a pathway pursuant to 79-2110(3) unless the student relocates to a school district that would have prevented the student from qualifying for free transportation for the 2016-2017 school year pursuant to § 79-611(2).

iii. Option students who qualify for free lunches shall be eligible for either free transportation or transportation reimbursement as described in § 79-611 from the option school district pursuant to policies established by the school district.

iv. Option students who are verified as having a disability as defined in § 79-1118.01, the transportation services set forth in § 79-1129 shall be provided by the resident school district (which shall be reimbursed by the State Department of Education).

STRATEGY 2: Adhere, communicate, monitor and respond to compliance of procedural deadlines established by the Learning Community Diversity Plan and deadlines noted in statute:

a. *Deadlines are as follows:*

i. On or before February 15th –

(1) Deadline for requests from parents/legal guardians of students who will complete the grades offered at a school building outside their attendance area prior to the following school year to provide notice to the school board of the member school district containing such school building if such student will apply to enroll as an option student in another school building within such district and which school building such student would prefer to attend. (§ 79-2110).

ii. On or before March 1st –

(1) Deadline for member school districts to provide notice to parents/legal guardians stating which school building or buildings the student shall be allowed to attend in such member school district as a continuing student or an option student for the following school year. If the student resides within the member school district, the notice shall include the school building offering the grade the student will be entering for the following school year in the attendance area where the student resides. This deadline does not apply to focus schools or programs. (§ 79-2110).

(2) Deadline for member school districts to complete and submit an Enrollment Capacity Data Worksheet for each school building in said district to the Learning Community Coordinating Council, reporting the maximum capacity and total

projected enrollment, including intra-district transfers, if any, before Option Enrollment for such school building for the following school year.

iii. September 1 - March 15th

(1) Window for completion and submission to member school district of Option Enrollment application by parents/legal guardians/emancipated minors requesting to begin attendance as an option student in an option school district.

(a) Applications received after March 15 shall contain a release of approval from the resident school district on the application form prescribed and furnished by the state Department of Education.

(b) The Option School district shall provide the resident school district with the name of the applicant on or before April 1 or (if submitted after March 15, within 60 days thereafter) (§ 79-237).

iv. On or before April 1st (or if the application is submitted after March 15, within 60 days thereafter)-

(1) Deadline for member school districts to accept or reject Option Enrollment applications. (§ 79-237).

b. Unless otherwise indicated, compliance with a deadline shall be achieved by either a postmark by the deadline date or by personal delivery to the required recipient by 4:00 p.m. on the deadline date set forth in Strategy 2.a. When applications are submitted after the March 15th deadline, both school districts may upon mutual agreement waive deadlines.

c. Communicate with member school district superintendents the deadlines established by statute and by the Learning Community Diversity Plan and the compliance expectations.

STRATEGY 3: Explore focus and magnet schools, programs and pathways.

a. Gather information from each Achievement Subcouncil to identify and describe focus and magnet schools, programs and pathways currently available.

i. Make this information available to the public.

ii. Learning Community approved focus programs, focus schools, magnet schools, and pathways shall be as described in §79-769.

b. Research unmet and high demand/interest program needs within the Learning Community.

i. Learning Community may develop and conduct a Community Survey to gather information regarding standard baseline questions that impact decisions regarding focus schools, programs and pathways.

(1) Learning Community will engage an established survey company to develop and conduct Community Surveys through a variety of methodologies, which may include focus groups as determined necessary, to maintain data reflective of current community interests, needs and socioeconomic demographics.

(2) Such survey will gauge unmet and high demand/interest program needs within the Learning Community.

(3) The survey may include families, business community, institutions of higher education and other identified groups in the process.

(4) Surveys results will be able to be grouped and sorted by Subcouncil District so as to inform Achievement Subcouncils of interests and needs related to focus schools, focus programs and magnet schools within their geographic area as related to *Strategy 2.g*.

(5) Survey results shall be reported to the Learning Community Coordinating Council, member school districts and the general public.

(6) Member school districts may conduct additional surveys around a specific proposal for a Learning Community approved focus school, focus program, or pathway.

ii. Collect data regarding waiting lists for current programmatic offerings with limited capacity, including number of students on waiting list and where (geographically) the highest demand for specific programs exists.

iii. Work with member school districts to identify high demand programs and expand same into member school districts where high interest is demonstrated.

c. Maintain a process to work with member school districts interested in opening a Learning Community approved focus school or focus program (Focus School/Program) or pathway.

i. Establish and maintain criteria and processes for review, consideration and action on a proposal for a new Focus School/Program (Focus Proposal) submitted to the Learning Community, either individually or in collaboration.

(1) Overview of process for Focus Proposals that include a request for funding through the Learning Community Capital Project Levy (Focus Proposal).

(a) Provide a timeline and submission process to member school district interested in submitting a Focus Proposal (ATTACHMENT C). Submission process includes the following steps:

(i) Interested member school district submits a Letter of Intent to Learning Community.

1) Letter of Intent should be sent after a member school district's Board of Education has taken official action to

approve the member school district's request to move forward with submitting a Focus Proposal and shall certify such action was taken by the Board of Education.

2) Letter of Intent shall be a summary and sample of the information provided to the member school district's Board of Education in their action to approve submission of the Focus Proposal and shall include such information as:

- a) Description of concept.
- b) Why the concept was chosen.
- c) How concept contributes to socioeconomic diversity and closing the student achievement gap.
- d) Letter of Intent shall include an invitation for the Learning Community's Elementary Learning and Diversity Subcommittee (ELD) to appoint a subcommittee member to be an informational member of the member school district's committee working on the Focus Proposal.

ii. When possible, the ELD shall appoint a member from the Subcommittee who represents a Subcouncil District which contains the member school district submitting the Focus Proposal. ELD member's responsibilities include:

(1) Providing information relating to Focus School/Program statutes.

(2) Providing progress updates on the Focus Proposal to the ELD and Learning Community Coordinating Council meetings; provided, however, that member school district information which is not within the public domain shall not be disclosed at a Learning Community Coordinating Council meeting.

iii. Member school district shall present its Focus Proposal to ELD no later than the June 30th of the year preceding the budget year during which the member school district wants its Focus Proposal to begin receiving Capital Project Levy proceeds.

iv. Focus School Proposal shall be submitted to the Advisory Committee in accordance to § 79-2104.01 no later than July 31st of the year preceding the budget year during which the member school district wants to begin receiving Capital Project Levy proceeds.

v. ELD will recommend approval or disapproval of Focus Proposals to the Learning Community Coordinating Council no later than the August 31st of the year preceding the budget year during which the member school district wants to begin receiving Capital Project Levy proceeds.

vi. A member school district shall make a formal presentation of its Focus Proposal to the Learning Community Coordinating Council in conjunction with the ELD recommendation no later than the August 31st of the year preceding the budget year

during which the member school district wants to begin receiving Capital Project Levy proceeds.

vii. The ELD recommendation on a Focus Proposal will be presented as an action item for the Learning Community Coordinating Council, no later than the September 30th prior

to the budget year during which the member school district wants to begin receiving Capital Project Levy proceeds.

viii. Capital Project Levy approval, if any, shall be contingent on the member school district's demonstrating the ability to generate its portion of the needed funding both for capital project funding needs and operations by the June 1st prior to the next September 1st budget adoption deadline and reaching a binding agreement with the Learning Community pursuant to which the district agrees to conform to the terms of Neb. Rev. Stat. §79-2111 and all other applicable statutes.

d. Overview of process for Focus Proposals that do not include a request for funding through the Learning Community Capital Project Levy.

i. Provide a timeline and submission process to member school district interested in submitting a Focus Proposal (ATTACHMENT C). Submission process includes the following steps:

(1) Interested member school district submits a Letter of Intent to Learning Community.

(2) Letter of Intent should be sent after a member school district's Board of Education has taken official action to approve the member school district's request to move forward with submitting a Focus Proposal and shall certify such action was taken by the Board of Education.

(a) Letter of Intent shall be a summary and sample of the information provided to the member school district's Board of Education in their action to approve submission of the Focus Proposal and shall include such information as:

(i) Description of concept.

(ii) Why the concept was chosen.

(iii) How concept contributes to socioeconomic diversity and closing the student achievement gap.

(iv) Letter of Intent shall include an invitation for the Learning Community's ELD to appoint a subcommittee member to be an informational member of the member school district's committee working on the Focus Proposal.

(b) When possible, the ELD shall appoint a member from the Subcommittee who also represents a Subcouncil District which contains the member school district submitting the Focus Proposal. ELD member's responsibilities include:

(i) Providing information relating to Focus School/Program statutes.

(ii) Providing progress updates on the Focus Proposal to the ELD and Learning Community Coordinating Council meetings; provided, however, that member school district information which is not within the public domain shall not be disclosed at a Learning Community Coordinating Council meeting.

(c) Member school district shall present its Focus Proposal to ELD no later than the July 31st of the calendar year preceding the academic year during which the member school district intends to commence Focus School/Program operations.

(d) Focus School Proposal shall be submitted to the Advisory Committee in accordance to § 79-2104.01 no later than August 31st of the calendar year preceding the academic year during which the member school district intends to commence Focus School/Program operations.

(e) ELD will recommend approval or disapproval of Focus Proposals to the Learning Community Coordinating Council no later than the August 31st of the calendar year preceding the academic year during which the member school district intends to commence Focus School/Program operations.

(f) A member school district shall make a formal presentation of its Focus Proposal to the Learning Community Coordinating Council in conjunction with the ELD recommendation no later than the August 31st of the calendar year preceding the academic year during which the member school district intends to commence Focus School/Program operations.

(g) The ELD recommendation on a Focus Proposal will be presented as an action item for the Learning Community no later than the September 30th of the calendar year preceding the academic year during which the member school district intends to commence Focus School/Program operations.

ii. A Focus Proposal shall include, but not be limited to, the following details and information:

(1) Data demonstrating strong community support and interest in the Focus Proposal including its appeal to a socioeconomically diverse student population.

(2) A budget detailing:

(a) The projected five (5) year operating budget and description of funding sources.

(b) If a Focus Proposal requesting Capital Project Levy support, details regarding such Capital Project Levy request including the estimated capital expenditure budget and how this budget was created.

- (3) A detailed timeline of the Focus Proposal from development to opening of facilities.
 - (4) A detailed description of the Focus Proposal's sustainability plan.
 - (5) Whether member school district will consider payment of Capital Project Levy monies over multiple budget cycles.
- iii. Funding formula for the Focus Proposal including funding sources the member school district will be pursuing for its portion of any capital project expenditures.
 - (1) *Note:* member school district needs to take into consideration that funds to be provided under an adopted budget are not primarily realized until the following April and August and note in their funding formula how this issue will be addressed.
- iv. A description of the facility location and how the location will enhance participation in the Focus Proposal.
- v. A description of potential partners in the Focus Proposal, such as other school district partners, business community, college or university.
- vi. A proposed ten (10) year operating plan which shall include, but not be limited to, the following information:
 - (1) Curriculum framework
 - (2) Goals for reducing achievement gap
 - (3) Goals for increasing socioeconomic diversity
 - (4) Enrollment Projections
 - (5) Personnel needs and training
 - (6) Potential partnerships
 - (7) Accreditation Plan
- vii. Vision of the pathway potential of the Focus Proposal if appropriate.
 - (1) If the Focus Proposal begins at the high school level, member school district shall address how they will prepare potential students for the goals and objectives of the Focus Proposal.
- viii. Marketing plan details of member school district's Focus Proposal including, but not limited to, member school district's outreach strategy to a diverse socioeconomic student population and marketing plan budget.
- ix. Evaluation plan of Focus Proposal.
- x. The number of students the Focus Proposal is targeting to serve.

xi. A description of how the member school district will comply with all statutes related to Focus Schools/Programs including, but not limited to, the following:

- (1) §77-3442 (2)(h)
- (2) §79-1007.05
- (3) §79-2104 (6) & (7)
- (4) §79-2110 (3)
- (5) §79-2111 (1)
- (6) §79-611

e. Establish and maintain criteria and processes for review, consideration and action on proposals submitted by member school districts to have an existing school or program recognized as a Learning Community Focus School/Program (District Focus School/Program).

i. Overview of process for District Focus Proposal.

(1) Submission process includes the following steps:

- (a) Member school districts submitting District Focus Proposal that include a request for funding through the Learning Community Capital Project Levy shall follow the process as laid out in *Strategy 3.c*.
- (b) Member school districts submitting District Focus Proposal that does not include a request for funding through the Learning Community Capital Project Levy shall follow the process as laid out in *Strategy 3.d*.

(2) Additionally, such District Focus School/Program Proposals shall include:

- (a) History of District Focus School/Program.
- (b) How District Focus School/Program contributes to socioeconomic diversity and closing the student achievement gap.
- (c) Description of the capacity of the District Focus School/Program to expand and meet the socioeconomic diversity goals as described in §79-2110.
- (d) A description of how the member school district will comply with all statutes related to Focus Schools/Programs including, but not limited to, the following:

- (i) §77-3442 (2)(h)
- (ii) §79-1007.05
- (iii) §79-2104 (6) & (7)

(iv) §79-2110 (3)

(v) §79-2111 (1)

(vi) §79-611

f. Promote a collaborative approach between Learning Community member school districts and other sectors of the community to develop focus or magnet schools, programs or pathways.

g. Gather data annually regarding socioeconomic diversity. This data shall be provided to the Learning Community Coordinating Council consistent with state and federal privacy regulations for all member school districts and to Achievement Subcouncils for those member school districts or buildings within their geographic area. Diversity Plan reports are to reflect the diversity needs of each Achievement Subcouncil and of the Learning Community as a whole.

i. Member School District Reports include:

(1) § 79-201 (5) - Truancy Report.

(2) § 79-527 - Dropouts; long-term suspension, expulsion, or excessive absenteeism; contact with law enforcement officials.

(3) § 79-1013 (1) and § 79-1014 (1) - LEP/Poverty Plans.

(4) Other data as requested.

ii. Nebraska Department of Education Reports include:

(1) §79-528(2) – End of the School Year Annual Statistical Summary Report.

(2) §79-528 (4) - Fall Membership Report.

(3) §79-528(3) – Annual Financial Data.

iii. Connect socioeconomic diversity data to student achievement data and monitor and report how increased socioeconomic diversity is impacting student achievement.

h. Respond to the data gathered and prepare reports for the Learning Community Coordinating Council and on or before January 1st to the Education Committee of the Nebraska State Legislature. (§79-2104.02 and §79-2118).

STRATEGY 4: Exercise ongoing oversight, administration, evaluation and modification, as necessary, of the Diversity Plan.

a. Continuing administration and oversight of the Diversity Plan and the implementation thereof by the member school districts.

i. Utilize the ELD subcommittee of the Learning Community Coordinating Council to implement *Strategy 4*. Consider the creation of one or more advisory committees to the subcommittee that may include non-council members and representatives of various

interest groups and organizations such as, but not limited to parents, teachers, business community representation.

ii. Seek input from the Advisory Committee in accordance with §79-2104.01 regarding issues related to Option Enrollment, Community Achievement Plan (CAP), focus schools and programs, and other such items related to the Diversity Plan as requested.

b. Evaluate the reports provided to the Learning Community by member school districts and the Nebraska Department of Education.

c. Hold public forums addressing the Learning Community Diversity Plan.

i. Each Achievement Subcouncil shall at least annually hold a forum to address special diversity needs of its community and report findings to the Learning Community Coordinating Council or a designated subcommittee.

d. Evaluate the Diversity Plan and identify modifications or revisions thereto to achieve the Goal.

i. Establish a process for Achievement Subcouncils to provide ongoing input regarding provisions relating to each Achievement Subcouncil district.

ii. Identify and work with the Legislation Subcommittee to pursue legislation necessary to achieve the Goal.

e. Continue to research and evaluate programs and services relating to increasing socioeconomic diversity offered by member school districts and other Nebraska school districts as well as potential models operating in other regions nationwide.

f. Report on the progress of the Diversity Plan to the general public and other required and involved entities.

Attachment A

ENROLLMENT CAPACITY DATA SHEET INSTRUCTIONS

The following instructions are applicable to the Enrollment Capacity Data Sheets for Elementary, Middle School and High School buildings:

1. All bordered data sheet cells are editable. If available, data are to be provided in all bordered cells on the data sheet for each school building.
2. For purposes of the Enrollment Capacity Data Sheets, the following definitions apply:
 - a. A "Classroom" is a room or area having adequate space, facilities and assigned teaching staff scheduled to serve an intended instructional function.
 - b. "Allowable Class Size" is the maximum allowable classroom enrollment in an elementary or middle school building as determined by Member School District policy.
 - c. "Average Classroom Enrollment" is the average classroom enrollment for each designated instructional function in a classroom in a high school building. Average Classroom Enrollment may vary with each capacity generating space. Science, for example, may have a lower average classroom enrollment than other core curriculum classrooms if specialized science course offerings serving a limited number of students are included in the curriculum.
 - d. "Teaching Periods per Day" for a middle school building is the number of teaching periods scheduled into each core curriculum classroom during the school day. Middle school room utilization for core curriculum classrooms will typically be five periods in a seven-period schedule or six periods in an eight-period schedule.
 - e. The "Room Utilization Factor" for a high school building is expressed as a percentage of the number of teaching periods to be scheduled into a classroom divided by the total number of scheduling periods in the school day. For example, a high school classroom utilized for seven periods in an eight-period day has a Room Utilization Factor of 87.5%. Likewise, in a four-period block schedule configuration, a classroom utilized for seven periods over two days has a Room Utilization Factor of 87.5%. The Room Utilization Factor may vary with different areas of the curriculum. Science Labs, for example, may be scheduled for 100% utilization while music rehearsal rooms may be scheduled for 50% utilization.
 - f. "Capacity Generating Space" includes classrooms and, for high school buildings, rooms or areas utilized for full class periods for the majority of the regularly scheduled school day.

- g. An "Unassigned Instructional Area" is a room or area that could be utilized as a capacity generating space if it had assigned teaching staff. An Unassigned Instructional Area includes a room or area planned to accommodate future enrollment growth.
 - h. A "Non-Capacity Generating Space" in an elementary school or middle school is a room or area used for resource or supplemental instruction or for specialized curriculum instruction or activities. A "Non-Capacity Generating Space" in a high school is a room or area that is not regularly scheduled for student use during the school day.
 - i. A "Special Education Classroom" is a classroom utilized for various special education programs offered in the school building. In an elementary school or middle school, a special education classroom is counted as a capacity generating space when it is occupied by students for the majority of their school day. In a high school a special education classroom is counted as a capacity generating space when it is utilized as a regularly scheduled classroom.
 - j. A "Resource Room" is a room or area utilized for various resource or supplemental instructional programs. Resource rooms are not included as capacity generating spaces in elementary or middle school buildings. A resource room shall be counted as capacity generating space in high school buildings when it is utilized as a regularly scheduled classroom.
 - k. High school "General Classrooms" are classrooms utilized for core curriculum course offerings, other than Science, assigned to a teacher or department.
 - l. A "Temporary Classroom" is a portable structure located on the school site or a multi-purpose room or area which the Member School District currently uses as a classroom but does not intend to use for instructional functions throughout the five year projected enrollment period for an elementary school building or the three year projected enrollment period for a middle or high school building. The inclusion of a Temporary Classroom as a capacity generating space is at the discretion of the Member School District. If a Temporary Classroom is included as a capacity generating space the assigned classroom space shall be included in the classroom count for the applicable grade level or classroom function. A portable structure located on the school site or a multi-purpose room or area which the Member School District currently uses as a classroom and plans to utilize for instructional functions throughout the five year projected enrollment period for an elementary school building or the three year projected enrollment period for a middle or high school building is not a Temporary Classroom and shall be included as a capacity generating space. Temporary Classrooms shall be specifically identified by room number or other designation used by the Member School District.
3. The grade level designation or assigned use of a classroom should be based upon the anticipated room utilization for the 2020-2021 school year.
4. Space is provided to identify additional rooms or areas other than the indicated instructional functions as either capacity generating or non-capacity generating spaces.

5. All rooms or areas which are utilized for instruction must be identified on the Enrollment Capacity Data Worksheet. A room or area should be counted only once.
6. Unique circumstances having an impact on enrollment capacity should be noted in the "Comments" section.
7. "Projected Enrollment" is the anticipated enrollment in the school building before Option Enrollment based upon current and future enrollment projection data available to the Member School District. Projected enrollment data is required for the 2020-2021 school year. Projected enrollment data on the Elementary Worksheet for school year 2024-2025 and on the Middle School and High School Worksheets for school year 2022-2023 is optional.
8. The Enrollment Capacity Data Sheet must be signed by an authorized representative of the Member School District.

Completed enrollment Capacity Data Sheets must be submitted to the Learning Community Office by August 1, 2020. Sheets may be sent as an e-mail attachment to Bradley Ekwerekwu at bekwerekwu@learningcommunityds.org, or by mail to the Learning Community of Douglas and Sarpy Counties, Attn: CEO, 1612 North 24th Street, Omaha, NE 68110

Enrollment Capacity Data Sheet - Elementary School

School District:

School Name:

Grade Levels Served:

Comments

ATTACHMENT "B" - 4/24/2020

Capacity-Generating Spaces:

	Number of Classrooms	Allowable Class Size	Enrollment Capacity	Projected Enrollment 2020-2021	* Projected Enrollment 2024-2025	Option Enrollment Availability 2020-2021
Pre-Kindergarten (1/2 day) 2x			= 0			0
Pre-Kindergarten (full day)			= 0			0
Kindergarten (1/2 day) 2x			= 0			0
Kindergarten (full day)			= 0			0
First Grade			= 0			0
Second Grade			= 0			0
Third Grade			= 0			0
Fourth Grade			= 0			0
Fifth Grade			= 0			0
Sixth Grade			= 0			0
Special Education			= 0			0
Combination First/Second Grade			= 0			0
			= 0			0
			= 0			0
Unassigned Instructional Area(s)			0			

Non-Capacity Generating Spaces:

Temporary Classrooms -	
Art	
Music	
Science	
Resource Rooms	
Computer Resource Lab	

TOTAL (Assigned Classrooms Only)

0

0

0

TOTAL (Including Unassigned Instructional Areas)

Signature: _____

Date: _____

Name/Title: _____

* Optional

NOTE: Completed Enrollment Capacity Data Sheets must be submitted to the Learning Community Office by August 1, 2020. Sheets may be sent as an e-mail attachment to Bradley Ekwerekwu at bekwerekwu@learningcommunityds.org, or by mail to the Learning Community of Douglas and Sarpy Counties, Attn: CEO, 1612 North 24th Street, Omaha, NE 68110.

Enrollment Capacity Data Sheet - Middle School

School District:

School Name:

Grade Levels Served:

Comments

Capacity-Generating Spaces:

5th Grade Teams

Language Arts
Social Studies
Math
Science

6th Grade Teams

Language Arts
Social Studies
Math
Science

7th Grade Teams

Language Arts
Social Studies
Math
Science

8th Grade Teams

Language Arts
Social Studies
Math
Science

Special Education

Unassigned Instructional Area(s)

Non-Capacity Generating Spaces:

Temporary Classrooms -

Computer Technology
Music
Family Consumer Science
Industrial Technology
Art
World Language
Resource Rooms
Physical Education (Gym)

TOTAL (Assigned Classrooms Only)

TOTAL (Including Unassigned Instructional Area(s))

Signature: _____

Date: _____

Name/Title: _____

* Optional

NOTE: Completed Enrollment Capacity Data Sheets must be submitted to the Learning Community Office by August 1, 2020. Sheets may be sent as an e-mail attachment to Bradley Ekwerekwu at bekwerekwu@learningcommunityds.org, or by mail to the Learning Community of Douglas and Sarpy Counties, Attn: CEO, 1612 North 24th Street, Omaha, NE 68110.

Enrollment Capacity Data Sheet - High School

School District: _____

School Name: _____

Grade Levels Served:

Comments

Capacity-Generating Spaces:

General Classrooms (Math, Lang Arts, World Lang, Soc.Studies)

			=	0
			=	0

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Non-Capacity Generating Spaces:

**TOTAL(Including Unassigned Instructional Areas)**

Date: _____

Name/Title: _____

*** Optional**

NOTE: Completed Enrollment Capacity Data Sheets must be submitted to the Learning Community Office by August 1, 2020. Sheets may be sent as an e-mail attachment to Bradley Ekwerekwu at bekwerekwu@learningcommunityds.org, or by mail to the Learning Community of Douglas and Sarpy Counties, Attn: CEO, 1612 North 24th Street, Omaha, NE 68110.

Learning Community Focus School/Program Approval Timeline Diagram

Timing of this portion of the timeline is at the discretion of the school district

Timing of this portion of the timeline needs to conform to LC time table specifics noted below

