

Learning Community Coordinating Council

June 17, 2021 – 6:00PM

1612 North 24th, Omaha, Nebraska

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

The subjects to be discussed or considered, or upon which any formal action may be taken, are as follows: (Items do not have to be taken in the same order as listed.)

I. Opening the Meeting

- i. Call to Order: The regular June meeting of the Learning Community Council is called to order on June 17, 2021 at __ p.m.
- ii. **Council Mission Statement: 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.**
- iii. Public Notice and Compliance Nebraska Open Meetings Law
- iv. Council Roll Call:
 - i. Moved by _____ and seconded by _____ to excuse Council Member _____.
 - ii. Motion Carried / Failed
- v. Pledge of Allegiance

II. Public Comment

III. President Opening Statement:

A. Reports

- i. Chair
- ii. CEO
- iii. Treasurer
- iv. Legal Council
- v. Foundation

IV. Consent Agenda

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- i. Minutes of the May 20, 2021 meeting of the Council
- ii. Treasurer's Report – dated May 31, 2021
- iii. Third Quarter Budget to Actual report

V. Programming Update

- a. Discussion of the Buffett Early Childhood Education-hosted webinars “Professional Development for All” series.
- b. Superintendents’ Plan:
 - i. **Action Item:** Upon recommendation of the Elementary Learning and Diversity Committee, The Council authorizes the CEO to enter into a written agreement with Buffett Early Childhood Institute to manage the Superintendents Early Childhood Plan, as set forth in the document entitled Early Childhood Plan Agreement. Motion to approve the Early Childhood Plan Agreement as a cost reimbursable contract not to exceed \$3,453,000 for FY 2021/2022, \$3,358,000 for FY 2022/2023, \$3,460,000 for 2023/2024, and \$3,566,000 for FY 2024/2025 from the Elementary Learning Center Fund budget. Fiscal years 2022/2023, 2023/2024, and 2024/2025 will be reviewed and possibly refined after the Landscape Assessment completes in fiscal year 2021/2022. Current and future approval is contingent upon Council approval of authorization of the elementary levy and the 2021/2022 fiscal year, 2022/2023, 2023/2024, and 2024/2025 fiscal years’ budgets for the Learning Community.
 - ii. **Action Item:** Upon recommendation of the Elementary Learning and Diversity Committee, The Council authorizes the CEO to enter into a written agreement with Buffett Early Childhood Institute to evaluate the Superintendents Early Childhood Plan, as set forth in the document entitled Early Childhood Plan Agreement. Motion to approve the Early Childhood Plan Agreement as a cost reimbursable contract not to exceed \$225,000 each year for FY 2021/2022, FY 2022/2023, FY 2023/2024, and FY 2024/2025. Financial needs will be reviewed and possibly refined after the Landscape Assessment completes in fiscal year 2021/2022. Current and future approval is contingent upon Council approval of authorization of the elementary levy and the 2021/2022 fiscal year, 2022/2023, 2023/2024, and 2024/2025 fiscal years’ budgets for the Learning Community.
- c. North and South Center Updates
 - i. **Action Item:** Upon recommendation of the Executive Committee, the Council authorizes the CEO to enter into a written agreement with OneWorld Community Health Centers, Inc. to operate the Learning Community Center of South Omaha, as set forth in the document entitled Service Provider Agreement. Motion to approve the Service Provider Agreement not to exceed \$1,639,100 for FY 2021/2022, \$1,671,882 for FY 2022/2023, and \$1,750,320 for 2023/2024 from the Elementary Learning Center Fund Budget. Approval is contingent upon Council approval of authorization of the elementary levy and the 2021/2022 fiscal year, 2022/2023 and 2023/2024 fiscal years’ budgets for the Learning Community.
 - ii. **Action Item:** Upon recommendation of the Executive Committee, the Council authorizes the CEO to enter into a written agreement with OneWorld Community Health Centers, Inc. to operate the satellite location for the Learning Community Center of South Omaha, as set forth in the document entitled Service Provider Agreement. Motion to approve the Service Provider Agreement, not to exceed \$947,069 for Year 1, \$1,802,660 for Year 2 and \$818,279 for Year 3 from the Elementary Learning Center Fund Budget. Approval is contingent upon Council approval of authorization of the elementary levy and the coinciding fiscal years’ budgets for the Learning Community.

d. District Initiatives

VI. Subcommittee Reports

1. Elementary and Diversity Subcommittee (ELD)
2. Budget, Finance and Audit Subcommittee
3. Legislative Subcommittee

VII. Upcoming Meeting – August 5, 2021 – Learning Community Center of North Omaha, 1612 North 24th Street, Omaha, NE 68110

VIII. Adjourn

***Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the council will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

****Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the Council. Please arrive at the beginning of the meeting.

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee	To Be Determined
LC Coordinating Council	August 5, 2021, 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 May 20, 2021
- Treasurer's Report dated May 31, 2021
- Third Quarter Budget to Actual
- Contracts Handouts (BECI)
- Contracts Handouts (OneWorld)

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

May 20, 2021

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held May 20, 2021. Notice of the meeting, containing the date, time, place, and agenda, was given in advance thereof by publication in the Daily Record on May 17, 2021. 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 May 1, 2021.

1. Call Meeting to Order. The meeting was convened and called to order by Chair Hager at 6:02 pm and began with the recitation of the Pledge of Allegiance. Chair gave a statement regarding Kerri Orozco and how we lost her six years ago. He also talked about the 6-year-old autistic boy who went missing.
2. Public Notice & Compliance with Open Meetings Act. Chair Hager announced that the Nebraska Open Meetings Act was posted online and that copies of materials being reviewed by the Council were available to the public online as well.
3. Roll Call:
Voting Members Present: Brock, Hager, Hahn, Hall, Hoeger, Kozel, Schoenberger, Servellon, Thommes, Zingg

Voting Members Excused: Jackson, Ward

Members Absent: None

Staff Present: Ekwerekwu, Harris, Lewis
Also Present: Loretta Carroll, Koley Jessen, BECI, O'Hara, Parlay

Action Item: Motion to amend minutes from the April 15, 2021 public meeting. Motion first by Hoeger, second by Zingg. **Yeas:** Hager, Hall, Hahn, Hoeger, Kozel, Thommes, Zingg, Schoenberger, Servellon, Brock. **Motion carried.**

4. Approval of Minutes: Allen Hager presented the Council minutes from the April 15, 2021 public meeting. Motion first by Zingg and 2nd by Schoenberger to approve minutes of the Council meeting held on April 15, 2021. **Yeas:** Hager, Hall, Hahn, Hoeger, Kozel, Thommes, Zingg, Schoenberger, Brock, Servellon. **Motion carried.**

Went to Recess at 6:10 PM. Recess come back at 6:36 PM.

5. Reports

a) Chair- Chair Hager gave report.

- i. **Action Item:** Motion to approve the contract with Parlay Consulting as the 2021 Strategic Plan Facilitator in an amount not to exceed **\$51,491.25.**

Motion first by Hall, second by Zingg. **Yeas:** Hager, Hahn, Hoeger, Kozel, Schoenberger, Servellon. **Nays:** Hall, Thommes, Zingg, Brock, **Motion carried.**

- ii. **Action Item:** Motion to approve the contract for the Needs Assessment in an amount not to exceed **\$38,478.00.**

Motion first by Hahn, second by Zingg. **Yeas:** Hager, Hall, Hahn, Hoeger, Kozel, Thommes, Zingg, Schoenberger, Servellon, Brock, **Motion carried.**

b) Treasurer – Mr. Thommes gave report.

- i. **Action Item:** Motion to accept the Treasurer's Report dated March 31, 2021.

Motion first by Hoeger, second by Zingg. **Yeas:** Hager, Hall, Hahn, Hoeger, Kozel, Thommes, Zingg, Schoenberger, Servellon, Brock, **Motion carried.**

- ii. **Action Item:** Motion to accept the Treasurer's Report dated April 30, 2021.

Motion first by Hoeger, second by Zingg. **Yeas:** Hager, Hall, Hahn, Hoeger, Kozel, Thommes, Zingg, Schoenberger, Servellon, Brock, **Motion carried.**

c) Chief Executive Officer – Started by greeting everyone for missing to do that earlier. He shared that our thoughts are with council women Ward as well as the exciting things coming up with our organization. He shared the absence of Miss Renee Franklin and how he will be covering the center information. He sends positive thoughts to Ms. Clarice Jackson as well.

d) LC Foundation – Hahn gave her report. She shared that they did not receive any funds or grants. They are working on ways to raise more.

e) Legal Counsel- No report.

6. Public Comments – None.

7. Learning Community Programming Update

- a. Superintendents' Plan- BECI Presentation for the Superintendents Early Childhood Plan Contract Renewal for 2021-2025
- b. Centers- OneWorld Community Health Centers Presentation for the Family Learning Program at the South Center Contract Renewal for 2021-2024
- c. District Initiatives-
 - i. **Action Item:** Upon recommendation of Achievement Sub council 3, the motion to authorize the CEO to enter ELC programming agreements with a school approved organization. The organization is to fund extended learning in the amount of \$40,800. Summary Sheet (attached) for the 2021/2022 fiscal year. Approval is contingent upon Council approval of authorization of the elementary levy and the 2021/2022 fiscal year budget for the Learning Community.

Motion first by Thommes, second by Kozel. **Yeas:** Hager, Hall, Hahn, Hoeger, Kozel, Thommes, Schoenberger, Servellon, Brock, **Nays:** Zingg, **Motion carried.**

- iii. **Action Item:** Upon recommendation of Achievement Sub council 6, the motion to authorize the CEO to enter ELC programming agreements with a school districts to fund jumpstart and extended learning in the amount of \$ 127,929.54 Summary Sheet (attached) for the 2021/2022 fiscal year. Approval is contingent upon Council approval of authorization of the elementary levy and the 2021/2022 fiscal year budget for the Learning Community.

Motion first by Hall, second by Brock. **Yeas:** Hager, Hall, Hahn, Hoeger, Kozel, Thommes, Schoenberger, Servellon, Brock, **Nays:** Zingg **Motion carried.**

8. Subcommittee Reports

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

9. New Business

10. Next Council Meeting –

June 17, 2021 – Learning Community Center of North Omaha, 1612 N. 24th Street,
Omaha, Nebraska

11. Adjournment – Meeting was adjourned with unanimous approval at 8:30 pm

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee

To Be Determined

LC Coordinating Council

June 17, 2021, 6:00 p.m.

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

HANDOUTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS:

- LCCC Minutes dated April 15, 2021
- Treasurer's Report dated March 31, 2021
- Treasurer's Report dated April 30, 2021
- District Initiatives
- BECI Presentation
- Parlay
- Needs Assessments

LEARNING COMMUNITY OF DOUGLAS SARPY COUNTIES

June 17, 2021 Agenda Item IV. ii.

Treasurer's Report For the Period Ended May 31, 2021

Check #	Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
5116	5/1/21 5/6/21	Buffett Early Childhood Institute	5/2021 Supt Plan	May monthly program payment Buffett Early Childhood Institute	110,507.08	110,507.08	Paid In Full
3734	5/15/21 5/18/21	Buffett Early Childhood Institute	5/2021	May 2021 Supt Plan Eval Buffett Early Childhood Institute	18,666.66	18,666.66	Paid In Full
5117	4/20/21 5/6/21	Blue Cross Blue Shield of Nebraska	1351227 May 2021	Admin Health/Dental (Bradley Ekwerekwu, Paula Erlwine, Sarah Videgla) ELC Health/Dental (Renee Franklin) LCCNO Health/Dental (Lucia Vaughan) Blue Cross Blue Shield of Nebraska	2,253.12 751.04 751.04	3,755.20	Paid In Full
5138	1/22/21 4/21/21 5/18/21	C41 Photography	8428	6 LCCC Member headshots	875.00		
		C41 Photography	8538	Alice Lewis picture	125.00		
				Erik Servellon Picture	125.00		
				C41 Photography		1,125.00	Paid In Full
5118	4/14/21 5/6/21	City of Omaha	201568	Librarian (Debra Paris) Mar2021 PR/Benefits Part-Time Status City of Omaha	3,383.73	3,383.73	Paid In Full
5131	5/13/21 5/18/21	City of Omaha	203032	Librarian (Debra Paris) April 2021 PR/Benefits Part-Time Status City of Omaha	2,866.67	2,866.67	Paid In Full
5123	5/1/21 5/6/21	Clarity Benefit Solutions	0501214474	April 2021 Admin Mo Fee; MED & DCA Clarity Benefit Solutions	43.00	43.00	Paid In Full
5139	4/22/21 5/18/21	Colonial Life	3884152-0501896	Short Term Dis (Admin) Short Term Dis (Vaughan) Short Term Dis (Franklin) Colonial Life	311.65 63.70 138.00	513.35	Paid In Full
5132	4/30/21 5/18/21	Completely KIDS	043021FC	April Contract billing for Field Club Elementary Completely KIDS	2,072.00	2,072.00	Paid In Full
5124	4/7/21	Occupational Health Centers of NE	256813771	Employment testing Occupational Health Centers of NE	64.00	64.00	Paid In Full
5140	5/17/21 5/18/21	Control Yours	5841	Plus membership Subscription fee for LCC Control Yours	175.00	175.00	Paid In Full
	4/13/21	Culligan of Omaha	1000402	Water & Delivery (LCCNO)	15.50		
	4/30/21	Culligan of Omaha	1001827	Equipment-Cooler (LCCNO)	12.50		

LEARNING COMMUNITY OF DOUGLAS SARPY COUNTIES

Treasurer's Report

For the Period Ended May 31, 2021

Check #	Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
5125	5/6/21			Culligan of Omaha		28.00	Paid In Full
	4/13/21	Culligan of Omaha	1000407	Water & Delivery (LCCNO)	33.00		
	4/30/21	Culligan of Omaha	1001955	Equipment Cooler (LCCNO Class Rooms)	3.50		
5141	5/18/21			Culligan of Omaha		36.50	Paid In Full
	4/20/21	Douglas County Election Commissior	44928		16,034.90		
5119	5/6/21			Douglas County Election Commission		16,034.90	Paid In Full
	4/23/21	Douglas County West School District	April 2021	Sup EC Prgrm April	10,075.32		
5120	5/6/21			Douglas County West School District		10,075.32	Paid In Full
	5/1/21	El Mero Mero Inc	May 2021	May 2021	5,365.00		
1353	5/6/21			El Mero Mero Inc		5,365.00	Paid In Full
	5/1/21	Envisioned Solution	167	LC Monthly Hosting Cost of LCC app	199.00		
5126				Envisioned Solution		199.00	Paid In Full
	5/14/21	Greater Omaha Chamber of Commer	425800	Chamber membership-Annually	360.00		
5142	5/18/21			Greater Omaha Chamber of Commerce		360.00	Paid In Full
	5/3/21	HELP Foundation of Omaha	2302 May 2021	Rent and utilities	10,073.62		
1356	5/6/21			HELP Foundation of Omaha		10,073.62	Paid In Full
	5/1/21	InfiNet Solutions, Inc.	58880ISI	Monthly Managed Services - May	2,071.50		
5133	5/18/21			InfiNet Solutions, Inc.		2,071.50	Paid In Full
	5/6/21	InfiNet Solutions, Inc.	58971ISI	HD Web Camera-Linda V	47.99		
				Logitech Desk Speaker System-Linda V	24.99		
5143	5/18/21			InfiNet Solutions, Inc.		72.98	Paid In Full
	5/15/21	Jensen Rogert Associates, Inc.	2021-06	June 2021	2,375.00		
5134	5/18/21			Jensen Rogert Associates, Inc.		2,375.00	Paid In Full
	5/8/21	Koley Jessen	407030	General	993.50		
	5/8/21	Koley Jessen	407031	ELC Contract	1,556.00		
	5/8/21	Koley Jessen	407032	Personnel Matters			
	5/8/21	Koley Jessen	407033	Monthly Community Council Meetings	1,314.00		
5137	5/18/21			Koley Jessen		3,863.50	Paid In Full
	5/30/21	Konica Minolta Business Solutions U	272852246	Monthly Maintenance for PARENT UNIVERSITY - MARCH 2021	72.37		

LEARNING COMMUNITY OF DOUGLAS SARPY COUNTIES

Treasurer's Report

For the Period Ended May 31, 2021

Check #	Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
	5/30/21	Konica Minolta Business Solutions US	272852517	Monthly Maintenance for ADMIN AREA - MARCH 2021	32.28		
5144	5/18/21			Konica Minolta Business Solutions USA I		104.65	Paid In Full
	4/29/21	Konica Minolta Premier Finance	72358912	Admin Lease payment	194.48		
				PU lease payment	200.34		
				Late Fee	19.75		
5145	5/18/21			Konica Minolta Premier Finance		414.57	Paid In Full
	5/14/21	Lion's Gate Security Solutions	LC05142021	04/15/2021 Council Meeting	99.00		
5146	5/18/21			Lion's Gate Security Solutions		99.00	Paid In Full
	4/22/21	Lund Company	1612-May 2021	Lease payment	52,212.61		
1355	5/6/21			Lund Company		52,212.61	Paid In Full
	4/30/21	Nebraska Early Childhood Collaborati	04302021	Childcare Director Training Prog - MAR 2021	3,645.17		
				Childcare Director Training Prog - April 2021	4,266.66		
5121	5/6/21			Nebraska Early Childhood Collaborative		7,911.83	Paid In Full
	5/1/21	One World Community Health Center	0004157-IN	May Expenses South Omaha Center	132,616.67		
5122	5/6/21			One World Community Health Centers, Inc		132,616.67	Paid In Full
	5/1/21	Pay-LESS Office Products, Inc.	3244399-2	Breakroom supplies	28.21		
	5/3/21	Pay-LESS Office Products, Inc.	3262482-0	supplies/paper/service ware	368.21		
5127	5/6/21			Pay-LESS Office Products, Inc.		396.42	Paid In Full
	5/4/21	Pay-LESS Office Products, Inc.	3262482-1	Monitor Arms, Dual	279.99		
	5/6/21	Pay-LESS Office Products, Inc.	3262482-2	Storage box, 2	36.84		
	5/15/21	Pay-LESS Office Products, Inc.	3265164-0	Toner YW	58.99		
				PU Copy Paper	32.00		
	5/17/21	Pay-LESS Office Products, Inc.	3265540-0	Toner CN	57.99		
				Toner BK	69.70		
5147	5/18/21			Pay-LESS Office Products, Inc.		535.51	Paid In Full
	4/26/21	Philadelphia Insurance Companies	2003122396	umbrella payment	459.92		
5128	5/6/21			Philadelphia Insurance Companies		459.92	Paid In Full
	5/1/21	Project Harmony	05052021	Parent University Program April 2021	40,773.55		
5135	5/18/21			Project Harmony		40,773.55	Paid In Full
	4/22/21	Regal Printing	74769	PU Business Cards-Tameshia Harris	65.50		
				PU Business Cards-Linda Villagomez	65.50		
	5/3/21	Regal Printing	74963	Business Cards, Lewis	65.50		
				Business Cards, Servellon	65.50		
5129	5/6/21			Regal Printing		262.00	Paid In Full

LEARNING COMMUNITY OF DOUGLAS SARPY COUNTIES

Treasurer's Report

For the Period Ended May 31, 2021

Check #	Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
	5/17/21	Seim Johnson LLP	CL06438.00 042821	Acctg Assistance - L Determan	10,473.00		
				Audit Consulting Assistance - D Osten & L Determan	7,982.00		
				District Initiative Assistance - D Osten & T Eitzmann	3,844.00		
				Less Discount for investement in relationship		1,047.00	
5136	5/18/21			Seim Johnson LLP		21,252.00	Paid In Full
	4/1/21	Sun Life Assurance Company of Can: May 2021		EE Life, AD&D, & LTD Insurance (ADMIN)	59.41		
				EE Life, AD&D, & LTD Insurance (LCCNO)	13.00		
				EE Life, AD&D, & LTD Insurance (PR Ded)	16.00		
5130	5/6/21			Sun Life Assurance Company of Canada		88.41	Paid In Full
3735	5/17/21	UNMC	05/2021 ELC Eval	May 2021 Monthly ELC Eval Prog	36,134.92		
	5/18/21			UNMC		36,134.92	Paid In Full
05262021	5/26/21	Security National Bank	April Statement	Credit Card Online Pmt	1,122.02	1,122.02	Paid In Full
					489,158.09	489,158.09	

LEARNING COMMUNITY OF DOUGLAS SARPY COUNTIES

Credit Card Report

May 31, 2021

Date	Reference	Trans Description	Debit Amt	Credit Amt	Balance
5/1/21		Beginning Balance			-1,122.02
5/2/21	CC05312021_V01	NE SECRETARY OF STATE		23.00	
5/2/21	CC052021_V02	Sprint Corporation		233.57	
5/17/21	CC052021_V03	Zoom Video Communication, Inc.		199.90	
5/19/21	CC052021_V04	Stamps.com		100.00	
5/20/21	CC052021_V05	WHC LLC dba zTrip		18.07	
5/24/21	CC052021_V06	Stamps.com		17.99	
5/24/21	CC052021_V07	Network Solutions		39.99	
5/26/21	05262021	Security National Bank - Credit Card Payable - SNB	1,122.02		
5/28/21	CC052021_V08	1&1 Ionos		8.71	
		Current Period Change	1,122.02	641.23	480.79
5/31/21		Ending Balance			-641.23

LEARNING COMMUNITY OF DOUGLAS SARPY COUNTIES

Credit Card Report

April 30, 2021

Note: This Report was approved
at the May 20 LCCC meeting.

Date	Reference	Trans Description	Debit Amt	Credit Amt	Balance
4/1/21		Beginning Balance			-1,207.55
4/2/21	CCApril2021-V01	Sprint Corporation		237.22	
4/8/21	CCApril2021-V02	Stamps.com		100.00	
4/9/21	CCApril2021-V03	Network Solutions, LLC		128.97	
4/9/21	CCApril2021-V04	Greater Omaha Refrigeration		309.64	
4/17/21	CCApril2021-V05	Zoom Video Communication, Inc.		199.90	
4/22/21	CCApril2021-V06	Amazon.com		100.91	
4/23/21	CCApril2021-V07	Amazon.com		18.68	
4/24/21	CCApril2021-V08	Stamps.com		17.99	
4/26/21	042621CC	Security National Bank - Credit Card Payable - SNB	1,207.55		
4/28/21	CCApril2021-V09	1&1 Ionos		8.71	
		Current Period Change	1,207.55	1,122.02	85.53
4/30/21		Ending Balance			-1,122.02

LEARNING COMMUNITY OF DOUGLAS & SARPY COUNTIES

Budget to Actual - General Administration
For the Nine Months Ending May 31, 2021

	Current FY Budget	Actual YTD	Percent of Budget	Remaining Spent
Revenues				
STATE AID	\$ 470,000.00	\$ 470,000.00	100.00	0.00
Total Revenues	470,000.00	470,000.00	100.00	0.00
General Expenses				
Coordinating Council				
LCCC- CONTRACTED SERVICES	35,000.00	34,313.86	98.04	686.14
LCCC-OTHER PROF/TECH	6,000.00	6,005.79	100.10	(5.79)
LCCC - ADVERTISING	3,500.00	310.80	8.88	3,189.20
LCCC -PRINTING	500.00	0.00	0.00	500.00
LCCC - OFF SUPPLIES	250.00	392.80	157.12	(142.80)
LCCC-CONFERENCE REGISTRATIO	2,500.00	880.00	35.20	1,620.00
LCCC - MISC EXPENSES	1,800.00	117.00	6.50	1,683.00
Coordinating Council - Subtotal	49,550.00	42,020.25	84.80	7,529.75
Administration				
CEO SALARY	137,500.00	103,124.97	75.00	34,375.03
OTHER SALARIES AND WAGES	188,287.85	127,924.09	67.94	60,363.76
PAYROLL TAXES	24,922.77	17,826.39	71.53	7,096.38
BENEFIT EXPENSES	61,480.28	33,595.54	54.64	27,884.74
DUES AND MEMBERSHIPS	6,900.00	4,275.00	61.96	2,625.00
CONFERENCE/PROFESSIONAL DEV	8,900.00	1,785.41	20.06	7,114.59
PUBLIC ACCOUNTING	10,000.00	42,635.00	426.35	(32,635.00)
STATE AUDIT	11,000.00	0.00	0.00	11,000.00
TELECOMMUNICATIONS/WEBSITE	5,460.00	1,878.97	34.41	3,581.03
SUPPLIES	5,460.00	4,086.15	74.84	1,373.85
FURNITURE	5,460.00	0.00	0.00	5,460.00
PRINTING AND POSTAGE	17,480.00	4,256.71	24.35	13,223.29
TECHNOLOGY/EQUIPMENT	126,000.00	22,902.13	18.18	103,097.87
REIMBURSED EXPENSES	2,500.00	22.00	0.88	2,478.00
OTHER MISC.	14,900.00	18,134.18	121.71	(3,234.18)
Administration - Subtotal	626,250.90	382,446.54	61.07	243,804.36
Total Expenses	675,800.90	424,466.79	62.81	251,334.11
Net Income	\$ (205,800.90)	\$ 45,533.21	22.12	(251,334.11)

LEARNING COMMUNITY OF DOUGLAS & SARPY COUNTIES

Budget to Actual - ELC Operations
For the Nine Months Ending May 31, 2021

	Current FY Budget	Actual YTD	Percent of Budget	Remaining Spent
Revenues				
LOC PROP TAX - ELC LEVY	\$ 10,321,062.51	\$ 6,749,512.05	65.40	3,571,550.46
INTEREST - ELC OP	10,000.00	1,186.71	11.87	8,813.29
Total Revenues	10,331,062.51	6,750,698.76	65.34	3,580,363.75
General Expenses				
District Initiatives				
Subcouncil 1 ELC Programming	203,990.00	220,104.41	107.90	(16,114.41)
Subcouncil 3 ELC Programming	304,935.00	238,696.84	78.28	66,238.16
Subcouncil 4 ELC Programming	141,822.00	24,985.11	17.62	116,836.89
Subcouncil 5 ELC Programming	309,000.00	309,000.00	100.00	0.00
Subcouncil 6 ELC Programming	121,753.00	42,613.07	35.00	79,139.93
Programming - Subtotal	1,081,500.00	835,399.43	77.24	246,100.57
North Omaha Center				
Early Childhood Partnership	875,422.60	204,818.16	23.40	670,604.44
Subcouncil 2 Family Support Li	0.00	16,473.11	0.00	(16,473.11)
Childcare Director Training	144,000.00	25,067.39	17.41	118,932.61
Parent University	1,516,444.00	509,891.10	33.62	1,006,552.90
Center Operations	130,286.73	70,806.31	54.35	59,480.42
North Omaha Center - Subtotal	3,747,653.33	1,662,455.50	44.36	2,085,197.83
South Omaha Center				
South Omaha Center	1,591,400.00	1,193,550.03	75.00	397,849.97
Subcouncil 5 Family Support Li	0.00	0.00	0.00	0.00
South Omaha Center - Subtotal	1,591,400.00	1,193,550.03	75.00	397,849.97
Superintendent's Early Childhood Plan				
Superintendent's Early Childho	2,600,000.00	1,495,434.46	57.52	1,104,565.54
Superintendent's Plan - Subtotal	2,600,000.00	1,495,434.46	57.52	1,104,565.54
General Expenses				
Admin-Community Relations	175,000.00	33,797.63	19.31	141,202.37
Admin-Legal	30,000.00	51,082.75	170.28	(21,082.75)
Admin-Insurance/Bonding	69,000.00	68,075.52	98.66	924.48
Admin-Lobbying	29,000.00	23,950.00	82.59	5,050.00
Admin-Salaries and Wages	267,933.62	131,976.06	49.26	135,957.56
Admin-Payroll Taxes	20,496.92	10,017.00	48.87	10,479.92
Admin-Benefit Expenses	41,275.45	20,611.18	49.94	20,664.27
Admin-Other Misc. Expenses	19,600.00	99.57	0.51	19,500.43
General Expenses - Subtotal	652,305.99	339,609.71	52.06	312,696.28
Total Expenses	8,591,359.32	4,691,049.70	54.60	3,900,309.62
Difference of Revenues & Expenses	(1,739,703.19)	(2,059,649.06)	118.39	319,945.87
Net Income	\$ 1,739,703.19	\$ 2,059,649.06	(118.39)	(319,945.87)

LEARNING COMMUNITY OF DOUGLAS & SARPY COUNTIES

Budget to Actual - Capital Projects
For the Nine Months Ending May 31, 2021

		Current FY Budget	Actual YTD	Percent of Budget	Remaining Spent
Revenues					
LOC PROP TAX - CAP PROJ (1070)	\$	860,088.56	\$ 526,376.66	61.20	333,711.90
Total Revenues		860,088.56	526,376.66	61.20	333,711.90
Learning Centers					
North Omaha Center - Lease Pay		630,000.00	503,217.39	79.88	126,782.61
South Omaha Center - Lease Pay		224,600.00	127,976.16	56.98	96,623.84
Total Expenses		854,600.00	631,193.55	73.86	223,406.45
Difference of Revenues & Expenses	\$	5,488.56	\$ (104,816.89)	1,909.73	110,305.45

For Management Purposes Only

LEARNING COMMUNITY OF DOUGLAS & SARPY COUNTIES

Budget to Actual - Research & Evaluation
For the Nine Months Ending May 31, 2021

		Current FY Budget	Actual YTD	Percent of Budget	Remaining Spent
Revenues					
Interest	\$	721,150.70	\$ 649,035.63	90.00	72,115.07
		0.00	0.00	0.00	0.00
Total Revenues		721,150.70	649,035.63	90.00	72,115.07
Research & Evaluation					
Program Evaluation & Research		525,000.00	325,214.28	61.95	199,785.72
GOALS Student Attendance Initi		95,000.00	95,000.00	100.00	0.00
CAP - Full Plan Evaluation by		0.00	0.00	0.00	0.00
Superintendent's Plan Evaluati		224,000.00	111,999.96	50.00	112,000.04
Total Expenses		844,000.00	532,214.24	63.06	311,785.76
Difference of Revenues & Expenses	\$	(122,849.30)	\$ 116,821.39	95.09	(239,670.69)

This Fund is restricted to research and evaluation related disbursements only

PROFESSIONAL DEVELOPMENT FOR ALL – 2020-2021 OVERVIEW

Buffett Early Childhood Institute at the University of Nebraska

In partnership with the Learning Community of Douglas and Sarpy Counties

Professional Development for All (PD for All) is a series of free professional development workshops open to early childhood professionals in the Omaha metro area as part of the Superintendents' Early Childhood Plan. The series introduces leading-edge research and innovative practices to support equity, quality, and continuity in early care and education for young children, birth through Grade 3.

Despite the COVID-19 pandemic, the Buffett Institute and our partners were able to provide a series of timely, relevant, and engaging learning opportunities for early childhood professionals through two online webinar series during the 2020-2021 school year: Technology in the Early Years and Anti-Racism in Early Childhood Education. These webinars offered participants the chance to learn from a wide range of local and national experts, and they expanded the reach of PD for All to professionals who, for a variety of reasons, were previously unable to attend our in-person events.

Themes and topics for the webinar series were identified and refined based on input from many stakeholders. In May 2020, the Institute sent out an online survey to learn more about the interests and preferences of our participants, and 229 early childhood professionals responded. Our partners at Educational Service Unit 3, who support early childhood professionals in Douglas and Sarpy counties, also surveyed their stakeholders and shared results with us. Additionally, we consulted the Superintendents' Early Childhood workgroup and principals at the 10 School as Hub full implementation sites and sought feedback from the Learning Community Coordinating Council at meetings in September 2020, November 2020, and March 2021.

PD FOR ALL FALL WEBINAR SERIES

Technology in the Early Years

Over half of the educators who responded to our PD for All survey indicated that they were interested in learning more about strategies for distance learning. In Fall 2020, nearly all early childhood educators were thinking about the impact of digital technology on young children's learning and development.

The Fall PD for All webinar series aimed to support the use of digital technology in ways that can help children thrive in the pandemic and beyond. This series was co-developed and led by Dr. Chip Donahue, founding director of the Technology in Early Childhood Center (TEC) at Erikson Institute and senior fellow at the Fred Rogers Center for Early Learning and Digital Media.

Webinar 1: Technology in the Early Years special event

Thursday, Oct. 29

7 – 8 p.m. (CDT)

This webinar offered support to families, educators, and community members as they navigated the “new normal”. Following a brief presentation by Dr. Donohue, Amy Mart, director of professional learning at the Buffett Early Childhood Institute, moderated a panel discussion with Donohue; Anne Karabon, assistant professor of early childhood and STEM education at the University of Nebraska at Omaha; Gwen Gideon, director of the Omaha Early Learning Center at Skinner; and Keeley Bibins, parent and educational facilitator at the Buffett Early Childhood Institute. The conversation explored how intentional and appropriate use of technology can:

- Support healthy child development
- Promote early learning and early literacy
- Encourage social-emotional development
- Create quality, continuity, and equity in children's learning

480 individuals registered for this event.

In a follow-up survey:

- 93% of survey respondents agreed or strongly agreed that the webinar helped them understand new information and ideas.
- 95% of survey respondents agreed or strongly agreed that they plan to use what they learned in the webinar.
- 94% of respondents agreed or strongly agreed that after the webinar they knew how to use digital technology in ways that support children’s learning and development.

Webinar 2: Digital Storytelling

Saturday, November 7, 2020

10:00 - 11:00 a.m. (CST)

This webinar provided information and strategies to support educators in using technological tools such as tablets and digital cameras to support children’s engagement, enhance communication with families, document learning, and promote educational equity for diverse learners. After a brief presentation by Dr. Donahue, three teachers shared examples of how they use technology as a tool to help children “show what they know”, and become authors, storytellers, and producers of digital media. Panelists were Alex Morgan, community outreach specialist at Boulder (CO) Journey School; Greg Morgan, mentor teacher at Boulder (CO) Journey School; and Laura Marr, preschool teacher at Liberty Elementary School in Omaha.

79 individuals registered for this event.

In a follow-up survey:

- 96% of respondents agreed or strongly agreed that the webinar helped them understand new information and ideas.
- 100% of respondents agreed or strongly agreed that they plan to use what they learned in the webinar.
- 98% of respondents agreed or strongly agreed that after the webinar they know how to use digital storytelling in ways that support children’s learning and development.

Webinar 3: Planning for Virtual and Blended Learning Experiences

Wednesday, November 18, 2020

7:00 - 8:00 p.m. (CST)

This webinar examined the elements of effective digital teaching and learning with a focus on tools for engagement, the concept of “high tech with high touch,” and the importance of promoting quality,

continuity, and equity for all learners. Dr. Donahue provided an overview of research on effective online learning, and local educators and leaders shared the innovative practices that they used to effectively support student learning and development online. Panelists included Tony Gunter, principal at Kennedy Elementary School; Megan Rogers, Kindergarten/first grade teacher at Omaha Virtual School; and Mark Dowling, second/third grade teacher at Omaha Virtual School.

83 individuals registered for this event.

In a follow-up survey:

- 96% of respondents agreed or strongly agreed that the webinar helped them understand new information and ideas.
- 100% of respondents agreed or strongly agreed that they plan to use what they learned in the webinar.
- 96% of respondents agreed or strongly agreed that after the webinar they know how to enhance children's social and emotional learning in virtual and blended learning environments.

PD FOR ALL SPRING WEBINAR SERIES

Anti-Racist Early Childhood Education: Principles, Practices, and Possibilities

In the wake of the summer 2020 racial protests, early childhood educators were eager for guidance about how to address issues of race and racism. Although it was not one of the topics listed on our PD for All surveys, many respondents chose to "write in" responses that indicated their interest in learning more about topics related to racial equity, bias, and anti-racism. In a survey of early childhood providers in the Omaha Metro conducted by colleagues at Educational Service Unit 3, respondents said that they were interested in learning more about these topics. In our Summer and Fall webinar follow-up surveys, when we asked early childhood professionals to describe topics that would be of interest to them for future learning, racial equity was mentioned in 55 of 90 responses, making it the most common theme.

One of the nation's leading experts on anti-racism in early childhood education, Dr. Kerry-Ann Escayg, is an assistant professor of education at the University of Nebraska at Omaha. Dr. Escayg worked with us to co-design and facilitate a three-part webinar series and our first-ever intensive learning cohort to support teachers in addressing these challenging topics. Due to the sensitive nature of this content, the Buffett Institute also hosted optional discussion groups following each webinar, where participants had opportunities to ask questions and discuss their learning with colleagues and Institute staff in informal conversations via Zoom.

Webinar 1: What is Antiracist Education?

Wednesday, March 24th

7:30-9:00pm

This webinar featured a presentation by Dr. Terry Husband, professor of early childhood education at Illinois State University, who is a leading national expert on anti-racist education. In this session, he defined anti-racist education as both a philosophical and practical approach that seeks to identify, examine, and combat racial injustice in schools and the world. Participants were asked to reflect on whether their current actions are non-racist (quietly opposed to racism) or anti-racist (actively working to eliminate racial injustice). The presentation described several reasons why anti-racist education is warranted in schools and classrooms today and outlined a practical and multi-dimensional framework for enacting anti-racist education.

224 individuals registered for this event.

In a follow-up survey:

- 99% of respondents agreed or strongly agreed that the webinar helped them understand new information and ideas.
- 99% of respondents agreed or strongly agreed that they plan to use what they learned in the webinar.
- 95% of respondents agreed or strongly agreed that after the webinar they know what actions they can take to combat systemic racism in their schools and communities, compared with 73% before the webinar.

Webinar 2: Racial Socialization as Resistance to Racism

Wednesday, April 28

7:00 - 8:00 p.m.

When families work to help their children understand race and racism, they are engaging in a process known as racial socialization. To help participants understand how racial socialization can be used as a tool for anti-racism, this webinar offered the opportunity to learn from families who have experienced racism first hand. Dalhia Lloyd, family and community specialist at the Buffett Early Childhood Institute, described the research on how children of color develop understanding of what it means to be a member of their racial group. The presentation highlighted the ways in which negative messages from media, school, and other sources can negatively impact children's racial identity, and ways in which parents use racial socialization to resist and disrupt racist messages. Ms. Lloyd then moderated a panel of Black mothers who shared their experiences raising Black children in Omaha and the lessons they taught their children about what it means to be Black.

298 individuals registered for this event.

In a follow-up survey:

- 97% of respondents agreed or strongly agreed that the webinar helped them understand new information and ideas.
- 97% of respondents agreed or strongly agreed that they plan to use what they learned in the webinar.
- 93% of respondents agreed or strongly agreed that after the webinar they know what actions they can take to support anti-racist racial socialization practices, compared with 55% before the webinar.

PRIOR PD FOR ALL EVENT THEMES

Since its inception, PD for All has covered a broad range of topics that affect young children.

Summer 2020 Webinar Series

- Aug. 21: "Helping Young Children Cope with Strong Emotions"
- July 27: "Fostering Supportive Relationships for Social-Emotional Learning in Early Childhood"
- July 6: "Community Voices: Supporting Children and Families During Challenging Times"
 - Guest presenters: Learning Community Center of North Omaha staff and parents (Jamalia Parker, Tameshia Harris, and Laura Contreras), Learning Community Center of South Omaha staff and parents (Nayeli Lopez and Mandy Phillips), and OPS Mount View Elementary School Principal Meg Searl

2019-20 Series

- Jan. 18: "Executive Function and Self-Regulation"
- Jan. 15: "Executive Function and Self-Regulation"
 - Guest speaker: Learning Community Council Chairperson Susan Kelley
- Nov. 6: "Executive Function and Self-Regulation"

2018-19 Series

- June 8: "Children as Expressive Artists"/ "Los niños como artistas expresivos"
- April 6: "Children as Expressive Artists"
- Jan. 24: "The Art of Communication in Classrooms: Helping Children Find, Develop, and Use Their Voices for Learning"
- Sept. 20: "Harnessing the Power of Language and Communication to Build Children's Literacy Success"

2017-18 Series

- March 3: "Children as Researchers: Reading to Learn Can Start Early"
- March 1: "Children as Researchers: Reading to Learn Can Start Early"
- Jan. 27: "Children as Mathematicians: Early Math That Matters the Most"
- Jan. 25: "Children as Mathematicians: Early Math That Matters the Most"
- Nov. 30 "Children as Authors: Guiding Children on Pathways Toward Strong Writing"
- Oct. 7: "Children as Scientists: Scientific Inquiry for Every Child"
- Oct. 5: "Children as Scientists: Scientific Inquiry for Every Child"

2017 Leadership Institute

- June 20: "School as Hub for Birth – Grade 3"
 - Guest presenters: DC West Community School Principal Melissa Poloncic and DC West Elementary School Principal Duane Krusemark

2016-17 Series

- March 4: "Young Children as Active Learners and Thinkers: Integrated Learning Matters"
- March 2: "Young Children as Active Learners and Thinkers: Integrated Learning Matters"
- Jan. 21: "It's More Than Words: Young Children's Language, Thinking, and Learning"
- Jan. 19: "It's More Than Words: Young Children's Language, Thinking, and Learning"
- Dec. 2: "Engaging and Nurturing Young Children as Active Thinkers"
- Dec. 1: "Engaging and Nurturing Young Children as Active Thinkers"

2015-16 Series

- May 13: "Family Partnerships for Whole Child Development and Learning"
 - Guest presenters: Staff and parent participants from the Learning Community Center of South Omaha
- March 2: "Cultural and Linguistic Responsiveness for Whole Child Development and Learning"
- Dec. 4: "Social and Emotional Foundations for Whole Child Development and Learning"

MEMORANDUM

TO: Members of the Learning Community Coordinating Council

FROM: Bradley Ekwerekwu, CEO

DATE: June 2021

Requested Action: Renewal of BECI contract to agreement to manage the Superintendents Early Childhood Plan and Evaluation

Type of Contract: Cost Reimbursable

SECP Terms: 2021/2022: \$3,453,000

2022/2023: \$3,358,000

2023/2024: \$3,460,000

2024/2025: \$3,566,000

SECP Evaluation Terms: 2021/2022-2024/2025: \$225,000 per year

Partner: Buffet Early Childhood Institute

Overview:

An excerpt from BECI, “Based on this feedback and previous experience with the Learning Community-sponsored Superintendents’ Plan, we are proposing a revised design for the Superintendent’s Early Childhood Plan 2.0. The foundational components of equity, quality, and continuity will be woven into each theme of the plan. The overall goals of the activities in 2.0 are described in the attached Guiding Views on Early Learning and Development.”

Evaluation Overview

“The evaluation of the Superintendents’ Early Childhood Plan will provide information about shifts in practices and progress in district and school systems, equity focused professional learning for school staff, family and community processes and engagement, and student learning.”

Supporting Detail:

Please see 2019-2020 Evaluation Report for more detail on program and evaluation implementation.

EARLY CHILDHOOD PLAN AGREEMENT

THIS EARLY CHILDHOOD PLAN AGREEMENT ("Agreement") is entered into as of _____, 2021 by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("Learning Community"), and the Board of Regents of the University of Nebraska, for and on behalf of the Buffett Early Childhood Institute at the University of Nebraska, a non-profit educational and research institution and agency of the State of Nebraska (Buffett Institute) (Buffett Institute and the Learning Community are occasionally referenced to herein as "Parties" collectively and "Party" individually.)

RECITALS

WHEREAS, Buffett Institute is committed to guiding program development and conducting research designed to improve learning and developmental outcomes for all children age birth to 9, especially with respect to young children at risk;

WHEREAS, in an effort to improve learning and developmental outcomes for children, the superintendents of the school districts included within the jurisdiction of Learning Community have developed and approved the Superintendents' Early Childhood Plan, a copy of which is attached hereto as Exhibit "A," (the "Plan");

WHEREAS, the Plan creates a comprehensive program within the Learning Community to expand opportunities to learn and to eliminate income-based social, cognitive, and achievement gaps among young children, age birth to 9, who are most at-risk for school failure;

WHEREAS, the Parties have, since 2013, partnered together to fulfill Buffett Institute's mission and to effectuate the Plan;

WHEREAS, the Parties desire to continue their successful partnership by entering into a cooperative arrangement on the terms and conditions as set forth below; and

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

AGREEMENT

NOW THEREFORE, the Learning Community and Buffett Institute agree as follows:

1. Services of the Parties.

a. Throughout the Term of this Agreement, as defined below, Buffett Institute shall take such actions as necessary to effectuate the Plan. Through agreement

with Learning Community superintendents and consultation with designated Learning Community representatives, Buffett Institute will provide overall leadership and guidance necessary to implement the Plan.

b. Buffett Institute shall provide staff and administrative support necessary to effectuate BECI's duties under the Plan.

c. Buffett Institute shall identify the roles for school districts and/or qualified organizations within the Learning Community's jurisdiction for purposes of implementing the Plan (each, a "Plan Participant"). Buffett Institute shall identify the scope of activities and anticipated costs with respect to each Plan Participant and shall thereafter coordinate with each Plan Participant to arrange for completion of a participant proposal to be submitted to Learning Community in a form substantially similar to that attached hereto as Exhibit "B" (each, a "Proposal"). Upon approval of the Proposal by Learning Community's Chief Executive Officer as well as execution of a formal agreement by and between Learning Community and the Plan Participant to memorialize the Proposal (each, a "Participant Contract"), Buffett Institute shall perform such duties and tasks as necessary to implement the Participant Contract within the context of the Plan.

d. As soon as practicable following the receipt of a Proposal by Buffett Institute and Learning Community from a Plan Participant, Buffett Institute shall notify Learning Community of the approval or rejection of the Proposal. If the Proposal is approved as presented, Learning Community will prepare the Participant Contract. The Participant Contract shall be submitted to the Plan Participant for review and signature within thirty (30) days of Learning Community's receipt of the underlying Proposal. In the event a Plan Participant fails to provide a signed copy of the Participant Contract within sixty (60) days of receipt, Learning Community, in its discretion, may cancel the particular Participant Contract. Upon receipt of each finalized Participant Contract, Learning Community shall promptly notify Buffett Institute of such status.

e. Learning Community shall provide funding for Buffett Institute and the Plan Participants in a manner consistent with this Agreement, the Plan, and each Participant Contract.

f. 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 Buffett Institute by its Chief Operations Officer Kimberly Harper, and on behalf of Learning Community by its Chief Executive Officer ("ELC CEO").

2. Term and Termination.

a. The initial term of this Agreement shall commence on September 1, 2021, and shall continue through August 31, 2022 unless earlier terminated as provided in this Agreement (the "Initial Term"). This Agreement shall automatically renew

for up to three (3) additional one (1) year terms (September 1, 2022 – August 31, 2023; September 1, 2023 – August 31, 2024; and September 1, 2024 – August 31, 2025), 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 at any time during 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. Upon termination of the Agreement, Buffett Institute shall be entitled to retain all Learning Community payments received to pay Buffett Institute for employment costs, services and other expenditures to the extent incurred by Buffett Institute on or before the effective date of the termination of the Agreement. The Learning Community will pay to Buffett Institute, upon termination, any additional amounts necessary to reimburse Buffett Institute for any costs incurred by Buffett Institute for the performance of services under this Agreement up to the date of termination that have not been previously paid. In the event, at the date of termination, Buffett Institute has received funds from the Learning Community for costs not incurred and/or services not provided on or before the effective date of the termination of the Agreement, Buffett Institute will refund such excess amount to the Learning Community. The provisions regarding payment and repayment of Learning Community funds in this Section 2.b. shall survive termination or expiration of this Agreement.

3. Costs, Requirements, and Payments.

a. During the Term, Learning Community shall provide funding for each Participant Contract pursuant to the terms and conditions thereof (the “Participant Funding”) as well as funding for the services performed and costs incurred by Buffett Institute in total amount(s) identified in the Plan or such lesser amount(s), as applicable, in the event of an early termination of the Initial Term or Renewal Term (the “Buffett Institute Funding”) (the Participant Funding and the Buffett Institute Funding collectively referred to as the “Plan Amount”). The anticipated Plan Amount for the Initial Term and each Renewal Term of this Agreement, as applicable, shall be as set forth on Exhibit “C” attached hereto (the “Plan Budget”).

b. The Parties acknowledge and agree that over the course of the Term, it may be necessary to adjust the allocation of the Plan Amount as between the Participant Funding and the Buffett Institute Funding. In such event, Buffett Institute shall submit to Learning Community an amended budget that details

such adjustments. Learning Community's Chief Executive Officer shall have the authority to approve such amended budget. In such event, Exhibit "C" to this Agreement shall be replaced by the amended budget.

c. The Buffett Institute Funding, inclusive of any adjustments made pursuant to Section 3.b. above, shall be provided to Buffett Institute in equal monthly installments over the course of the Initial Term. The Buffett Institute Funding for each Renewal Term, as applicable, is subject to extension of this Agreement and final approval by the Learning Community, but is anticipated to be substantially consistent with the Plan Budget, and is anticipated to be funded over the course of each Renewal Term according to the same installment schedule as the Initial Team.

d. The Buffett Institute Funding for each Renewal Term, as applicable, is subject to extension of this Agreement and final approval of the Learning Community, but is anticipated to be substantially consistent with the Plan Budget, and is anticipated to be funded over the course of each Renewal Term according to the same installment schedule as the Initial Team.

e. Buffett Institute agrees that it is responsible for all employment costs incurred concerning the staff described in Section 1.b 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 Buffett Institute, subject to the Buffett Institute Funding described above. The Parties expressly agree that the Learning Community's financial commitment is limited to the terms expressed herein.

f. Buffett Institute expressly agrees and acknowledges that Buffett Institute shall be solely and exclusively responsible for the day-to-day leadership, guidance, and implementation of the Plan, for any and all payments to any contracted service providers contracted by Buffett Institute for services related to the Plan, and maintenance of appropriate insurance coverage. Learning Community shall not be responsible for any payment to any such contracted service providers for services related to the Plan and Buffett Institute specifically acknowledges that Learning Community has no obligation for providing the day-to-day operations of the Plan or for any payments of any kind or nature to any contracted service providers, other than its obligation to provide funding to Buffett Institute and each Plan Participant as provided in this Section. The Parties expressly agree that Learning Community's financial commitment is limited to the terms expressed herein.

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 reasonable judgment, such action is necessary: (i) because Buffett Institute 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, Buffett Institute, or the services.

h. Buffett Institute 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. Buffett Institute further expressly acknowledges and agrees that funding of the initiatives described in this Agreement following the Initial Term is subject to ultimate approval by Learning Community.

4. Operational Considerations.

a. The Parties shall collaborate on obtaining data needed to appropriately evaluate the Plan and the implementation of the Participant Contracts, pursuant to the limitations and terms related to data sharing in this Agreement.

b. Within sixty (60) days of receipt of all evaluation data from all Plan Participants, at the conclusion of the Initial Term and each Renewal Term, as applicable, Buffett Institute shall provide a full report to Learning Community's full coordinating council regarding the previous year's efforts to implement the Plan (the "Annual Report"). The Annual Report shall include such information and documentation as reasonably requested by Learning Community. In addition to each Annual Report, Learning Community's Chief Executive Officer shall provide periodic updates to the full coordinating council regarding the implementation of the Plan and Buffett Institute shall work cooperatively with Learning Community's Chief Executive Officer to provide such data and information as may be necessary for presentation of such periodic reports.

c. Specifics of the services and budget to be provided may be modified within the original scope from time to time during the Term upon the mutual agreement of Learning Community, acting through its Chief Executive Officer, and Buffett Institute.

5. Data Sharing and Evaluation.

a. Buffett Institute and the Learning Community agree that Learning Community will have access to data the Buffett Institute will collect and hold 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 Plan outlined herein are having a measurable effect on the outcomes Learning Community anticipates will arise from provision of the Plan, and Buffett Institute will have access to comparable data the Learning Community will collect. In order to accomplish such objective, an evaluation structure for the Plan will be developed and implemented by Buffett Institute. The evaluation structure for the

Initial Term and each Renewal Term, as applicable, shall be completed by August 31 of each year in the Term. The Learning Community will contribute up to \$225,000 in the Initial Term of the Agreement and up to \$225,000 in each of the Renewal Terms, from available Core Services or comparable funds, to the Buffett Institute for the costs of this evaluation. The total budget for the evaluation (inclusive of funding from the Learning Community as described in this Section as well as other sources of funding) is attached to this Agreement as Exhibit "D."

b. Learning Community and Buffett Institute acknowledge and agree that to the extent any personally identifiable student information subject to FERPA is obtained as a result of the evaluation processes contemplated by this Agreement, such personally identifiable information shall not be disclosed to Learning Community, and Learning Community will not be provided access to such personally identifiable information.

c. In order to accomplish the evaluation of the Plan (the "Purpose"), as required by applicable laws, Learning Community hereby designates the Buffett Institute, and the University of Nebraska Medical Center's Monroe-Meyer Institute for Genetics and Rehabilitation and the Nebraska Center for Research on Children, Youth, Families and Schools within the University of Nebraska (collectively, the "University Entities") as subcontractors of BECI for the Purpose, as its authorized representatives, as used in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g(b)(1)(C), 34 C.F.R. 99.31(a)(3), ("FERPA") and 92 N.A.C. 6 ("Rule 6") for receiving information from students' education records including, without limitation, personally identifiable information ("PII") (as defined in FERPA and Rule 6). Buffett Institute shall, and shall cause the University Entities to: (a) not disclose any PII from students' education records to any unauthorized third party; (b) not make any use of PII except for the purpose of evaluating the Plan; and (c) comply with applicable laws (including, without limitation, FERPA and Rule 6).

d. Buffett Institute shall at all times, and shall require the University Entities at all times to, have in place reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the PII provided by Plan Participants. Buffett Institute shall, and shall require the University Entities to, provide both Learning Community and the applicable Plan Participant with a copy of its most recent SSAE-18 (or its equivalent standard) audit conducted addressing the controls and related control objectives of Buffett Institute and the University Entities. Such audits shall have been performed by a third party experienced in performing system security audits. If such audit reports indicate any deficiencies in the security standards utilized by Buffett Institute or the University Entities, then Buffett Institute shall, and shall require the University Entities to, as applicable, provide Learning Community and the Plan Participant with an explanation on the status of the noted material deficiencies and information on whether any such material deficiencies have been remedied.

e. Buffett Institute shall, and shall contractually require the University Entities to, destroy all PII in its possession, custody, or control, unless otherwise agreed to in writing by the Parties, within ten (10) days of the date such PII is no longer needed for the Purpose, which destruction may include data wiping, degaussing, shredding, etc. Upon request, Buffett Institute will certify, and shall cause the University Entities to certify, in writing that all PII has been destroyed.

6. Assurances.

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

b. As permitted by law, Buffett Institute shall conduct or have had conducted a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check on Buffett Institute employees and Buffett Institute 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 program. 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 Plan.

c. Buffett Institute and the 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. As of the date of the execution of this Agreement, Buffett Institute is self-insured pursuant to the University of Nebraska General Self-Insurance Program (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Statement of Self-Insurance Coverage contained in the Program, the Program shall pay on behalf of Buffett Institute during any of its fiscal years all sums for which Buffett Institute or the Learning Community shall become legally obligated to pay as damages for liability occurrences resulting from the Plan, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. Buffett Institute shall provide the Learning Community with a copy of the University of Nebraska Self-Insurance Trust Fund Program Statement evidencing such coverage upon request. Attached hereto as Exhibit "E" is a standard ACORD Certificate of Insurance evidencing the types, forms and amounts of insurance that are in effect. It is Buffett Institute's sole responsibility to provide the Learning Community notice of the cancelation or non-renewal of any required insurance. Failure of Buffett Institute to maintain all required insurance or to provide the Learning Community notice of any

cancellation or non-renewal thereof shall not relieve Buffett Institute of its obligations under this Agreement. By requiring insurance under this Agreement, the Learning Community does not represent that the coverage and limits required are necessarily adequate to protect Buffett Institute's interest in the Plan. Such coverage and limits shall not be deemed or construed to be any limitation on Buffett Institute's liabilities under any indemnification obligations provided to the Learning Community under this Agreement.

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

7. 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 Street
Omaha, NE 68110
FAX: (402) 964-2478

If to Buffet Institute: David B. Doty
Director, Office of Sponsored Programs
151 Prem S. Paul Research Center
2200 Vine Street
Lincoln, NE 68583-0861
Ph: (402) 472-3171
Fax: (402) 472-9323

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.

8. 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.
9. 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 Plan as specified in 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. Without limiting the foregoing, and to the extent permitted by the laws of the State of Nebraska, Buffett Institute shall indemnify and hold harmless the Learning Community's 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 on Buffet Institute's or the University Entities' breach of Section 5 or the unauthorized use or disclosure of personally identifiable information or violation of FERPA, Rule 6 or any other applicable laws.

10. 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.
11. Governing Law. This Agreement shall be interpreted according to the law of the State of Nebraska.
12. 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.
13. Compliance with Applicable Laws. The Parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Plan, 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.
14. Amendment. This Agreement may only be amended by written agreement of all Parties hereto.
15. Waiver. Any waiver by any Party of a breach of any provision of this Agreement by any other Party shall not operate as or be construed as a waiver of any other provision or any subsequent breach.
16. Assignment. This Agreement may not be assigned or transferred by any Party to this Agreement except by written agreement of the other Party hereto.
17. Entire Agreement. This Agreement, together with any Exhibits or schedules hereto, as well as any exhibits or schedules to an Exhibit hereof, constitutes the

entire agreement between the Parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

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: _____

University of Nebraska, a Nebraska non-profit educational and research institution

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

EARLY CHILDHOOD PLAN AGREEMENT

Exhibit "A"

Superintendents' Early Childhood Plan

SUPERINTENDENTS' EARLY CHILDHOOD PLAN

Buffett Early Childhood Institute at the University of Nebraska

OVERVIEW

The Superintendents' Early Childhood Plan is designed to eliminate or reduce income-based social, cognitive, and achievement gaps among young, at-risk children living in the 11 school districts of the Learning Community of Douglas and Sarpy Counties. Development of the plan was mandated in 2013 by LB 585 of the Nebraska Legislature and focuses on services for young children living in areas with a high concentration of poverty. The plan is funded through the Learning Community of Douglas and Sarpy Counties.

Developed by the Buffett Early Childhood Institute at the University of Nebraska in collaboration with the district superintendents and a workgroup appointed by them, this initiative proposes intensive, continuous, evidence-based services for young children who are most at risk in their communities. To accomplish this, we are establishing, implementing, and evaluating a set of interlocking programs and supports across the first nine years of life designed to improve the social/emotional and cognitive outcomes of young, at-risk children living in the Learning Community. We will use the information we acquire to adapt and refine the approach implemented as part of this plan so it can eventually be taken to scale.

Our focus is on three areas of programming:

- Home visiting for birth – age 3
- Intensive preschool for 3- and 4-year-olds
- Aligned preschool through Grade 3 for ages 3 – 9

Through the plan, elementary schools serve as hubs or connectors for early childhood services in school attendance areas. Family engagement and support is emphasized, as are children's cognitive and non-cognitive skills. Professional development and technical assistance are integral to this work, as are strong ties to community-based organizations. Implementation began gradually with a detailed planning and start-up period throughout 2014-15. All plan components were launched in summer 2015 and implementation has continued over the next seven years (2015-16, 2016-17, 2017-2018, 2018-2019, 2019-2020, and 2020-2021).

We intend to enhance, deepen, and more fully integrate implementation of a revised design for the Superintendent's Early Childhood Plan 2.0 based on the foundational components of equity, quality, and continuity programs described below during the plan period, 2021-22 through 2024-25. Findings from the comprehensive program evaluation currently underway will guide ongoing plan implementation and refinement.

BACKGROUND

LB 585 was signed into law on May 8, 2013. This legislation directs the Learning Community Coordinating Council to enact a plan developed by the Metro Omaha superintendents "to establish early childhood education programs for children in poverty." The plan is financed by a new half-cent levy, resulting in annual funding of approximately \$2.5 million to be used for this purpose. The

superintendents from the 11 school districts in Douglas and Sarpy Counties invited the Buffett Early Childhood Institute at the University of Nebraska to prepare a plan for their review and, after approval by the Learning Community Council, to facilitate the plan's implementation. The plan was adopted unanimously by the 11 superintendents in June 2014 and approved by the Learning Community Council in August 2014 for initial implementation during the period from September 2014 through August 2017 and renewed for the period of September 2017 through August 2021.

The Buffett Early Childhood Institute is a four-campus, university-wide, research, training, outreach, and policy institute of the University of Nebraska. Its purpose is to help transform early childhood development and education for at-risk and vulnerable children, birth to Grade 3, in Nebraska and across the nation.

This document describes how funds generated by the levy are applied to implement the Superintendents' Early Childhood Plan. The plan begins to put in place one of the Institute's two signature programs, the Achievement Gap Challenge, and it also reflects the Institute's second major initiative, the Early Childhood Workforce Development program. The Buffett Institute is committed to these programs statewide. Over the course of the next several years, the Institute will adapt these programs to meet local resources and needs, collect data on implementation and effectiveness, and share its experience with educators, policymakers, and researchers in Nebraska and beyond.

GOAL

To create a comprehensive program within the Learning Community designed to eliminate or reduce income-based social, cognitive, and achievement gaps among young children at risk.

STRATEGY

Since the MOEC meeting of February 11 regarding the Superintendents' Early Childhood Plan 2.0 we have received extensive feedback about the proposed plan from the Superintendents and other stakeholder groups, including:

- Learning Community
- Superintendents' Work Group and other district leaders
- Full Implementation School Principals
- Home Visitors and Family Facilitators
- Institute Staff

The feedback emphasized the importance of creating a plan for the coming year (2021 -2022) that is flexible, responsive to individual district needs and resources, and meets children, families, and school staffs where they are, given the dislocations of the past year. Specifically, our stakeholders highlighted the following:

1. Support the development of teaching and learning plans that provide equitable access to tutoring and other means of supporting students' recovery as seamlessly as possible;
2. Assist district early childhood leadership teams in achieving their goals by providing relevant data about teaching and learning, recognizing that because of the disparate impact the Pandemic on various demographic groups, districts may not all have identical goals and may need to operate on differing timelines; and,
3. Align research and evaluation with existing and emergent needs, as established by landscape assessments and interactions with school and district leaders and practitioners (e.g., teachers, community-based practitioners)

Based on this feedback and previous experience with the Learning Community-sponsored Superintendents' Plan, we are proposing a revised design for the Superintendent's Early

Childhood Plan 2.0. The foundational components of equity, quality, and continuity will be woven into each theme of the plan. The overall goals of the activities in 2.0 are described in the attached *Guiding Views on Early Learning and Development* (see p. 6). We define equity, quality, and continuity as follows:

Equity involves prioritizing policies and practices that effectively promote the learning of all children and seek to address disparities in learning opportunities, family supports, and child outcomes based on such variables as race, class, and income. Equitable teaching and learning reduces or eliminates the predictability of who succeeds and who fails. It is dependent on changing the root causes of institutionalized racism, classism, sexism, prejudice, and bias through fundamental systemic changes in how children are taught, treated, and cared for.

Quality refers to a commitment that all practices used with children, families, and educators will be focused on producing developmentally and educationally meaningful outcomes. Practices focus on the experiences of the child and are research-based and benefit from continuous improvement.

Continuity suggests that children can experience a nearly seamless set of learning and educational experiences from birth through Grade 3. Continuity is grounded in a shared understanding of child development and the critical recognition of progression and transition in early learning. The School as Hub approach that is foundational to the Superintendents’ Plan connects families to school and community-based services in order to build continuity in children’s learning pathways and provide access to ongoing family supports.

Recognizing that we are only now beginning to emerge from the Pandemic, the Plan begins with a “**transition year**” in 2021 – 22 intended to establish shared goals and joint decision-making with district early childhood teams. Whenever possible during this year the Institute will rely on existing district strategic plans and available district landscape assessments that are responsive to the Plan’s goals. The options described below represent different ways that each theme or area of focus can be achieved by each district. In addition, throughout the transitional year, the Institute will engage the workgroup, principals, and other stakeholders in monitoring the year’s activities and planning for Years 2 and 3.

ASSUMPTIONS AND GUIDING PRINCIPLES

Superintendent’s Plan 2.0 Design Transition Year, 2021-22

Design Objective: Engagement with schools and districts that is supportive, aligned, and integrated with districts’ objectives for teaching and learning and meets districts’ goals of equitable outcomes for all students, especially those who have historically been racially and ethnically marginalized.

Theme	Proposed Design
Equity	<ul style="list-style-type: none"> ▪ Connect school districts with consultative partners to conduct school- or district-based equity audits (scope of equity audit to be determined district-by-district, based on need and resources) ▪ Invite a small number of leaders in each school district to participate in an equity coaching professional learning opportunity (specifically, UCLA’s Reciprocal Learning Partnerships) ▪ Invite all full implementation school principals to participate in equity

	<p>coaching professional learning opportunities</p> <ul style="list-style-type: none"> ▪ Provide additional equity coaching and TA at the district level, where requested
School as Hub	<ul style="list-style-type: none"> ▪ Continue School as Hub model with current staffing and programs (i.e., home visiting, transition supports to high-quality preK, K – Grade 3 curriculum alignment, and PD for All) ▪ Work with home visitors and family facilitators to expand their services to more families ▪ Elevate the role of community partnerships by adding a Program Administrator to support Institute, district, and school level engagement with community partners ▪ Recognize and expand home visitors’ interactions with community partners and match HV role to family needs (e.g. service and resource navigation, connection with community supports, referrals, etc.) ▪ Clarify the purposes and roles, as well as distribution of time in buildings, of Ed Facilitators and Specialists in order to maximize the facilitators’ effectiveness and achieve desired teaching and learning outcomes ▪ Devote greater attention to linking programming for 0 – 5 to strategies for academic success in K – Grade 3
Professional Learning	<ul style="list-style-type: none"> ▪ Continue to plan and implement high quality professional learning through PD for All, e.g., <ul style="list-style-type: none"> ○ Foundations of equity, quality, and continuity for children’s learning and development ○ Intellectually rigorous and developmentally appropriate teaching and learning birth through Grade 3 ○ Racial equity and anti-racism in early childhood education ○ Integrating social emotional and academic learning ○ School, family, and community partnerships ▪ Formats: <ul style="list-style-type: none"> ○ In-person professional learning events ○ Webinar series that reach a broad audience and provide connected learning opportunities ○ Discussion groups ○ Intensive learning cohorts ○ Teacher and Principal workgroups
Landscape Assessment	<ul style="list-style-type: none"> ▪ Engage with Superintendents’ Workgroup to seek to develop a common school- and district-level landscape or needs analysis, taking into account work already completed by some districts ▪ Collaborate with schools/districts, child care, families, and community organizations in the development and implementation of the landscape assessment, data analysis, and planning next steps
Research & Evaluation	<ul style="list-style-type: none"> ▪ With university partners, continue to identify elements and functions of evaluation that (1) assess program quality, (2) provide opportunities for continuous improvement, and (3) support dissemination of the School as Hub model for wider use ▪ Use tools and methods intended to support district and school learning and minimize burden—especially by making use of data already

	<p>collected by the districts (e.g., MAP, attendance, SEL measures)</p> <ul style="list-style-type: none"> Align evaluation data to district strategic plans or schools' continuous improvement plans, as well as the Institute's "Guiding Views" document (p. 6) Begin to develop partnerships between interested teachers/principals, community providers, and Institute research staff in order to solve problems related to teaching and learning and family engagement, with a focus on quality, continuity, and equity
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Superintendent's Plan 2.0 Design Years 2 and 3, 2022 – 24

Relying on information acquired during the transition year, the following are examples of the types of activities and initiatives that will take place in the second and third years of the Plan. Specific activities and initiatives will be shaped by data collected from the Landscape Analyses and co-developed with stakeholders.

Design Objective: Building from data collected in the Landscape Analyses, activities undertaken in the Transition Year, and Program Evaluation conducted with schools and districts, plans will be developed to build capacity to advance districts' objectives for teaching and learning across additional schools and classrooms by meeting their goals for equitable outcomes for all students, especially those who have historically been racially and ethnically marginalized.

Theme	Proposed Design
Equity	<ul style="list-style-type: none"> Continued Equity Training for teachers, principals, and district-level leaders
School as Hub	<ul style="list-style-type: none"> Extend efforts to build strong parental and community engagement Develop effective partnerships between schools and community child care Expand and support curricular alignment from PreK – Grade 3 <ul style="list-style-type: none"> Make use of Instructional Playbook Strengthen connections between home visiting curriculum and later academic learning Build community partnerships (tutoring, out-of-school-time activities, child care) Foster leadership development and strengthen capacity at both the school and district levels <ul style="list-style-type: none"> NAESP/NDE Early Childhood Leadership Academy Connections EC Leadership Competencies focus for Principal communities of practice and Workgroup
Professional Learning	<ul style="list-style-type: none"> Continue comprehensive PD and PD for All using varied and continuous approaches to communicating information and skills
Research & Evaluation	<ul style="list-style-type: none"> Continue program evaluation activities with University partners Seek ways to align evaluation data to district strategic plans or

	<p>schools' continuous improvement plans, as well as the Institute's "<i>Guiding Views</i>" document</p> <ul style="list-style-type: none"> ▪ Begin to develop partnerships between interested teachers/principals and Institute research staff in order to solve problems of teaching and learning
Family and Community Engagement	<ul style="list-style-type: none"> ▪ Actively engage with families, especially those who have been traditionally marginalized ▪ Establish relationships and collaborations with early care and education programs in the community ▪ Ensure smooth transitions for students and families not only between the variety of ECE programs and kindergarten, but also across the full Pre-K–3rd grade continuum ▪ Facilitate linkages with community supports and services to meet the needs of Birth–3rd grade families ▪ Focus on creating meaningful partnerships with community resources and productive engagement with parents and families from birth onwards

GUIDING VIEWS

The School as Hub approach supports schools as they move from traditional educational practices to an approach centered on equity, quality, and continuity birth through Grade 3. This is a developmental process. Schools will find themselves at various points on this continuum throughout their journey. The chart below highlights the continuum from traditional practices to the School as Hub approach.

Guiding Views on Early Learning and Development	FROM: Traditional Approach	TO: School as Hub Approach
Connected System for Learning and Development	Early childhood and elementary education viewed as separate.	Early childhood and elementary education viewed as unified across the birth through grade 3 continuum.
Developmental Progression of Learning and Development	Children's learning and development viewed narrowly within discrete ages and grade levels.	Children's learning and development at specific age and grade levels viewed within the long-term progression of learning and development.
Child-Centered Priorities for Learning and Development	Social -emotional development is prioritized for children birth through 5; academic achievement is prioritized in the elementary years.	Content-rich, intellectually rigorous learning experiences integrated with support for social-emotional development viewed as the priority at every age level, birth onward.
Family-School Partnerships for Learning and Development	Family engagement may be centered on a series of isolated activities and events created from school perspectives about family interests and needs.	Family engagement viewed as on-going partnerships that take into account family <i>and</i> school perspectives, and that empower families in their parenting roles.

Engaged Communities for Learning and Development	Schools engage with community-based organizations around isolated activities or events.	Community partnerships are linked to school goals for student success and are linked directly to the school improvement planning process. Schools develop and sustain community partnerships that provide opportunities for whole family and whole child supports that ultimately increase students' progress and success in school.
Professional Growth for Learning and Development	Staff professional development viewed as primarily as disseminating information and knowledge about educational practice.	Professional development viewed as continuous learning and support for practice embedded within the day to day work of staff, including collaborative learning interactions among colleagues.
Racial Equity Focus for Learning and Development	Policies, procedures, curriculum, instruction, and assessment choices are made without consideration of children's race, culture, or home language.	Schools act as agents of change for equity by prioritizing culturally responsive practices and a focus on disaggregated data to ensure each child has access to the educational resources they need at the right time, at the right level, and with the right intensity.
Strengths as the Starting Point for Learning and Development	Identifying and remediating deficits in the ways children and families function is often the starting place for action.	Identifying and building upon strengths of each child and family viewed as the starting place for action. Economic, linguistic, and racial disparities scrutinized as a function of the system, not the children and families served.

EARLY CHILDHOOD PLAN AGREEMENT

Exhibit “B”

Buffet Early Childhood Institute – Plan Participant Proposal



Superintendents' Early Childhood Plan Proposal

Summary			
Electronic File Name:			
School District/Organization Name:			
Program Name:			
Program Category (choose only one)	<input type="checkbox"/> Full Implementation Birth – Third Grade <input type="checkbox"/> Professional Development <input type="checkbox"/> Technical Assistance		
Amount Requested:	\$		
Program Start Date:		Program End Date:	
Please complete the following fields, as applicable:		Total Cost of Program:	\$
# of Weeks Per Year of Program:		# Program Hours Per Week:	
# of Students in Program:		Cost Per Child Per Program Hr:	
	<input type="checkbox"/> By submission of this proposal, Buffett Institute acknowledges that the school district / organization has been made aware of its obligation to fully participate in an external evaluation and to otherwise share program information with the Buffett Institute evaluation team.		
	If the anticipated participant is <u>not</u> a school district, Buffett Institute has or will provide <u>all</u> of the following: <input type="checkbox"/> letter of support from cooperating school district, <input type="checkbox"/> most recent organization audit from your legal fiscal agent, and <input type="checkbox"/> copies of accreditation or credentials of program staff supporting organizations' ability to deliver program.		
	<input type="checkbox"/> Complete the budget summary included as Attachment A.		
Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.	Please limit response to 300 words or less in the space below		

Contact Information for School District / Organization

Name and Title:

School District / Organization:	
Email:	
Phone:	
Street Address:	
City, State and ZIP Code:	

I acknowledge that I have discussed this proposal with the Buffett Early Childhood Institute and have authorized submission of this material to the Learning Community. I further acknowledge that all of the above information is accurately and completely represented to the best of my knowledge.

Superintendent/Organization Director

Date

EARLY CHILDHOOD PLAN AGREEMENT

Exhibit "C"

Plan Budget

University of Nebraska
Buffett Early Childhood Institute
Superintendents' Early Childhood Plan Budget

Category	Year 1 (2021 - 2022)			Year 2 (2022 - 2023)			Year 3 (2023 - 2024)			Year 4 (2024 - 2025)			COMBINED TOTAL (2021 - 2025)		
	Buffett Institute	Plan Participants	Total	Buffett Institute	Plan Participants	Total	Buffett Institute	Plan Participants	Total	Buffett Institute	Plan Participants	Total	Buffett Institute	Plan Participants	Total
Level 1 – Full Implementation (10 sites)	1,230,885	1,311,380	2,542,266	1,217,812	1,354,479	2,572,291	1,253,057	1,399,086	2,652,143	1,290,077	1,445,254	2,735,330	4,991,831	5,510,198	10,502,029
Level 2 – Professional Development	378,834		378,834	387,499		387,499	396,424		396,424	405,616		405,616	1,568,372		1,568,372
Level 3 – Customized Assistance	314,262		314,262	171,716		171,716	175,817		175,817	180,042		180,042	841,837		841,837
BECI Program Administration & Communications	397,639		397,639	406,495		406,495	415,617		415,617	425,012		425,012	1,644,763		1,644,763
Buffett Institute Indirect Cost 10%	232,162		232,162	218,352		218,352	224,091		224,091	230,075		230,075	904,680		904,680
Total Annual Expenses	2,553,782	1,311,380	3,865,162	2,401,873	1,354,479	3,756,352	2,465,006	1,399,086	3,864,092	2,530,821	1,445,254	3,976,075	9,951,482	5,510,198	15,461,681
In Kind Contribution (Buffett Institute Indirect)	232,162		232,162	218,352		218,352	224,091		224,091	230,075		230,075	904,680		904,680
Residual Contribution Estimate	180,000		180,000	180,000		180,000	180,000		180,000	180,000		180,000	720,000		720,000
Total Contract Amount	2,141,620	1,311,380	3,453,000	2,003,521	1,354,479	3,358,000	2,060,915	1,399,086	3,460,000	2,120,747	1,445,254	3,566,000	8,326,802	5,510,198	13,837,000

Notes:

Fiscal Year Timeframe:
September 1, 20xx – August 31, 20xx

Level 1 – Full Implementation:

Salaries & Benefits: 2 FTE Program Specialists 1 FTE School Based Lead Facilitator 5 FTE School Based Facilitators 0.80 FTE Associate Director of Program Development
2 FTE Program Administrators 0.75 FTE Office Associate 8 FTE Family Facilitators 11 FTE Home Visitors
Program model costs, program expenses (mileage and supplies)

Level 2 – Professional Development:

Salaries & Benefits: 0.50 FTE Dir of Professional Learning 0.60 FTE Assoc Dir of Professional Learning 0.60 FTE Professional Learning Specialist 0.60 FTE Office Associate
0.20 FTE Events Manager 0.20 FTE Communications Associate
Professional development expenses including meetings, trainings, conferences and symposiums, materials, travel expenses, and other miscellaneous items.

Level 3 – Customized Assistance:

Salaries & Benefits: 0.40 FTE Research Specialist 0.30 FTE Database Specialist 0.10 FTE Director of Research & Evaluation 0.10 FTE Associate Director of Research and Evaluation
0.20 FTE Program & Eval Coordinator 1 FTE Graduate Research Assistants
Technical assistance expenses including needs assessments, consultative assistance, meetings, materials, and other miscellaneous items.

BECI Program Administration & Communications:

Salaries & Benefits: 0.65 FTE Dir of Program Development 0.50 FTE Program & Evaluation Coord 0.50 FTE Database Specialist 0.20 Grant & Financial Specialist
0.20 FTE Assoc Dir of Communications 0.20 FTE Managing Editor 0.20 FTE Designer & Marketing Specialist .5 FTE Graduate Research Assistants
Communication materials

Salaries & Benefits:

BECI Salary & Benefits in Yrs 2 - 4 include a 3% increase each year; School Salary & Benefits have a 3.5% increase each year

Budget for Years 2 - 4:

Amounts will be refined based on Landscape Assessment and other Year 1 transition planning decisions.

Evaluation:

Separately budgeted as Learning Community expenditure.

Version: 6/8/2021

EARLY CHILDHOOD PLAN AGREEMENT

Exhibit "D"

Plan Evaluation Budget

University of Nebraska
Buffett Early Childhood Institute
Superintendents' Early Childhood Plan Evaluation Budget

Category	Year 1 (2021 - 2022)	Year 2 (2022 - 2023)	Year 3 (2023 - 2024)	Year 4 (2024 - 2025)	Combined Total 2021 - 2025
Personnel (Salaries & Benefits)	58,000	59,000	61,000	62,000	240,000
Program Evaluation Contracts and Participant Incentives	458,000	458,000	458,000	458,000	1,832,000
Annual Expenses	516,000	517,000	519,000	520,000	2,072,000
Buffett Institute Indirect Cost 10%	51,600	51,700	51,900	52,000	207,200
Total Cost of Evaluation	567,600	568,700	570,900	572,000	2,279,200
In Kind Contribution (Buffett Institute Indirect)	51,600	51,700	51,900	52,000	207,200
Buffett Institute Match for Learning Community Evaluation Contract	225,000	225,000	225,000	225,000	900,000
Funds to be raised from Other Sources	66,000	67,000	69,000	70,000	272,000
Total Learning Community Evaluation Contract Amount	225,000	225,000	225,000	225,000	900,000

Personnel (Salaries & Benefits): 0.05 FTE Director of Research & Evaluation; 0.10 FTE Associate Director of Research and Evaluation;
0.10 FTE Research Specialist; 0.30 FTE Program and Evaluation Coordinator

Salaries & Benefits:

BECI Salaries in Yrs 2 - 4 include a 3% increase each year


Buffett Institute Match

BECI Match will equal Learning Community contract amount

EARLY CHILDHOOD PLAN AGREEMENT

Exhibit "E"

Certificate of Insurance

CERTIFICATE OF INSURANCE				DATE		
PRODUCER BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE LINCOLN NE 68583				7/1/2020		
INSURED BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE LINCOLN NE 68583				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
INSURERS AFFORDING COVERAGE						
				INSURER A: Self Insured Trust Agreement		
				INSURER B:		
				INSURER C:		
				INSURER D:		
				INSURER E:		
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADOL. RECORD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	SELF INSURED TRUST	7/1/2020	7/1/2021	EACH OCCURRENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				\$1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	SELF INSURED TRUST	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea Occurrence)
		<input type="checkbox"/> ANY AUTO				\$1,000,000
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				
		<input type="checkbox"/> SCHEDULED AUTOS				
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON - OWNED AUTOS				
		GARAGE LIABILITY				Auto Only - Ea Accident
		<input type="checkbox"/> ANY AUTO				Other than Auto Only:
						EA ACC
						AGG
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
		<input type="checkbox"/> DEDUCTIBLE				
		RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTHER
		If yes, describe under SPECIAL PROVISIONS below				E. L. EACH ACCIDENT
						E. L. DISEASE-EA EMPLOYEE
						E. L. DISEASE-POLICY LIMIT
		OTHER				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						
Evidence of coverage for the University of Nebraska						
CERTIFICATE HOLDER				CANCELLATION		
Learning Community of Douglas & Sarpy Counties 1612 N. 24th Street Omaha, NE 68110				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE: Christopher J. Kabourek		
						



Pete Ricketts, Governor

CERTIFICATE OF SELF-INSURANCE, STATE OF NEBRASKA

The University of Nebraska, an agency of the State of Nebraska, has been asked by the Learning Community of Douglas & Sarpy Counties, 1612 N. 24th Street, Omaha, NE 68110 to provide this documentation as it relates to the 5-year BECI grand submission.

Under the provisions of Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008), the State of Nebraska purchases excess insurance for property, automobile, and crime, but is self-insured for a portion of any loss. Further, under Neb. Rev. Stat. § 81-8, 239.05, the State of Nebraska shall indemnify its officials and employees for money damages and reasonable costs incurred as a result of an act or omission occurring in the course and scope of employment of such official or employee. However, this shall not apply in case of malfeasance in office or willful or wanton neglect of duty. If there is a liability loss, a claim may be filed with the State Claims Board. The State retains all rights and immunities under the State Tort Claims Act, Neb. Rev. Stat. § 81-8,209 et seq. (Reissue 2008) and any other provisions of law.

Workers' Compensation is statutorily required in Nebraska and the State is self-insured. Occupational diseases are fully covered by law.

Both funds (Self-Insurance Fund and Workers' Compensation Fund) are adequately financed with approximately \$10M and \$20M, respectively.

Allen D. Simpson

Allen Simpson
State Risk Manager

6/2/2021

Date

Allen D Simpson, State Risk Manager

Department of Administrative Services | RISK MANAGEMENT

PO Box 94974
Lincoln, Nebraska 68509-4974

1526 K Street, Ste. 220
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

das.nebraska.org

MEMORANDUM

TO: Members of the Learning Community Coordinating Council

FROM: Renee Franklin, Executive Director, Elementary Learning Centers

DATE: June 2021

Requested Action: Renewal of OneWorld agreement to manage operations at the South Center

Type of Contract: Cost Reimbursable

Terms: 2021/2022: \$1,639,100
2022/2023: \$1,671,882
2023/2024: \$1,705,320

Partner: OneWorld Community Health Center

Overview

The Learning Community Center of South Omaha is a comprehensive, center-based program created using national models and best practices from the two-generational approach. The program originated in 2012 as a collaborative effort between the Learning Community of Douglas and Sarpy Counties and OneWorld Community Health Centers. The Learning Community Center of South Omaha was nationally recognized by the White House as a Bright Spot in Hispanic Education and is a 2-GEN network partner through Ascend at the Aspen Institute.

Supporting Detail

Each family in the program attends classes or programming an average of seven hours per week during the academic school year and throughout the summer. Families participate in all three of the program's primary components:

- Education for Parents of Young Children
- Early Childhood Education
- Interactive Parent/Child Activities

Current Results:

Current results can be found at: https://learningcommunityds.org/wp-content/uploads/2021/01/2019_2020-Learning-Community-Annual-Report_FNL.pdf. While COVID has interrupted state testing, for several years students whose parents participated in the program exceeded district average proficiency rates.

Budget and Recommendation

The budget represents a 3% increase from the current fiscal year and a 2% increase between each succeeding year. The dollars are within the allocated budget amount.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ONEWORLD COMMUNITY HEALTH CENTERS, INC.

ELEMENTARY LEARNING CENTER OPERATING AGREEMENT

THIS ELEMENTARY LEARNING CENTER OPERATING AGREEMENT ("Agreement") is entered into as of September 1, 2021 ("Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("Learning Community"), and OneWorld Community Health Centers, Inc., a Nebraska nonprofit corporation ("Operator").

RECITALS

WHEREAS, Learning Community established the Learning Community Center of South Omaha ("South Center") in Subcouncil District Five to serve as a resource center for enhancing the academic success of elementary students residing in the Learning Community and their families, including families who reside in south Omaha and Bellevue, many of whom confront poverty, limited English skills and mobility issues throughout their entire family;

WHEREAS, Operator has, since January 1, 2012, provided services and conducted the daily operations of the South Center on behalf of Learning Community;

WHEREAS, Learning Community wants to continue to engage Operator, and Operator is willing to continue to be so engaged by Learning Community, to conduct the daily operations of the South Center; and

WHEREAS, as of the Effective Date, Learning Community and Operator 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. Operational Management.

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

b. The Executive Director, Elementary Learning Centers ("ELC ED") shall, on behalf of and for Learning Community, have oversight of the Program and its implementation by Operator but shall have no responsibility for the day-to-day operations of the Program, which shall be the sole responsibility of Operator.

c. Learning Community, acting through the ELC ED, may, at its sole discretion, amend the Design Plan at any time, provided such amendment is within the general scope and purpose of this Agreement, as determined by Learning Community in its reasonable discretion. Notwithstanding the foregoing, any amendment which would increase Program expenses shall be subject to review by Operator prior to its adoption. If an amendment adopted by Learning Community increases Program expenses during the Program Term without a corresponding increase in the designated amount to be paid for the corresponding Sub-Term being concurrently approved by Learning Community, Operator shall have the right to terminate this Agreement as set forth in Section 8 herein.

d. Operator shall conduct the Program, in part, by hiring a full-time Program Director, Program staff, and operational support personnel at South Center. All such personnel shall be employees of Operator and shall not be employees of Learning Community, nor shall Learning Community be considered to be a joint employer with Operator. The general duties of the Program Director and Program staff are set forth in the "Programming Design" and "Management and Staffing" sections of the Design Plan. Specific job descriptions, including required minimum qualifications, for the Program Director and Program staff shall be subject to review by the ELC ED.

3. Performance Period. Performance by Operator of its duties and obligations pursuant to this Agreement shall commence on the Effective Date and shall continue until August 31, 2022, a period covering Learning Community's 2021 fiscal year (the "Initial Term"). Thereafter, this Agreement shall, unless otherwise terminated or not renewed pursuant to this Agreement, automatically renew for two (2) successive one (1)-year terms (each, a "Renewal Term" and together with the Initial Term, the "Program Term"), unless either party gives written notice of nonrenewal to the other party hereto not less than sixty (60) days prior to the natural conclusion of the Initial Term or Renewal Term. Notwithstanding the foregoing, neither party shall, at any time, have any obligation to negotiate with the other for a renewal of this Agreement and no party to this Agreement shall hold another responsible for damages or delays in performance caused by acts of nature, strikes, lockouts, accidents, or other events beyond the reasonable control of said party.

4. Payment & Billing.

a. Learning Community shall provide Operator with funding for the services performed and costs incurred, whether by Operator or by a third party contracted by Operator, related to the Program in a total amount identified on Exhibit B ("Program Amount"). The Program Amount will be funded in monthly installments over the course of the Program Term and paid in arrears pursuant to statements submitted to the Learning Community for costs incurred and services rendered by Operator during the previous calendar month. Such statements will be provided to the Learning Community on or before the fifth (5th) calendar day of the month following the month to which such statement applies, with the first such statement to be received by Learning Community on or before October 5, 2021. Upon the written request of Learning Community, Operator will provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements. Payment of approved statements (or portion(s) thereof) will be made by Learning Community on or before the twentieth (20th) day of the month following the month in which the applicable services were provided.

b. Upon termination of the Program or expiration of the Program Term, whichever occurs first, Operator will submit its final report to Learning Community

pursuant to Section 6 of the Agreement. The final report will include a statement for Program services provided during the Program Term which statement will set forth an itemized listing of expenses actually incurred by or on behalf of Operator in the performance of the services related to the Program and will be accompanied by documentation substantiating all itemized expenses set forth on such statement. Learning Community will, after review and approval of the statement submitted by Operator, remit the final monthly payment to Operator within 30 days after receipt of the final report; provided, however, that the amount remitted in the final installment will not result in the total amount paid to Operator exceeding either the lesser of the budget amounts reflected on Exhibit B of the Agreement or the total amount of Program expenses actually incurred by or on behalf of Operator in the performance of the services related to the Program. If, at the conclusion of the Program Term, upon receipt and review of the final report, Learning Community has, after application of all remittances made pursuant to Section 4.a of this Agreement, made payments to Operator which exceed the total amount of Program expenses actually incurred by or on behalf of Operator, Operator will refund to Learning Community the amount by which the total remittances made by Learning Community exceed total expenses actually incurred.

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

d. Except as set forth in Sections 4.a and 4.b, Learning Community shall not be responsible for any payment for services related to the Program. Operator acknowledges and agrees that Operator shall be solely responsible for the total amount of expenses actually incurred which exceed, if any, the Program Amount.

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

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

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 Operator has not complied with the terms and conditions of this Agreement and such noncompliance has not been cured within fifteen (15) days after written notice from

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

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

5. Warranties & Representations.

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

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

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

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

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

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

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

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

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

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

On or before September 30, 2021, Operator shall provide a standard ACORD Certificate of Insurance evidencing such types, forms and amounts of insurance stated above are in effect. It is the Operator's sole responsibility to provide Learning Community notice of the cancelation or non-renewal of any required insurance. Failure of Operator to maintain all such insurance or to provide Learning Community notice of any cancellation or non-renewal thereof shall not relieve Operator of its obligations under this Agreement.

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

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

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

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

vi. Operator is responsible for administering and conducting the Program in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Program. Operator acknowledges that failure to comply with the requirements of this

Agreement could result in suspension or termination of the Program and could result in Operator being required to return Learning Community funds to Learning Community.

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

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

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

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

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

6. Reporting. Operator shall collect and report to Learning Community as follows:

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

b. *Operational Reporting.* Operator shall promptly notify the ELC ED of operational matters which arise at South Center or involve the Program, including those involving the South Center facility, structural issues, law enforcement, notices from governmental or regulatory entities, involuntary terminations of employment by Operator, or allegations of criminal activity, including sexual misconduct, by employees of Operator or any contracted third party of Operator.

7. Obligations of Operator.

a. Subject only to any right of privacy provided by federal and state laws applicable to the Program, the ELC ED shall have an unrestricted right of access to South Center and shall be permitted to observe the Program and the provisions of services thereunder at any time.

b. Operator will collaborate with a third-party evaluator contracted by Learning Community to evaluate and analyze the Program, including the submission of specified demographic and Program data elements. The evaluation plan for the Program during the Program Term will be mutually agreed upon by the ELC ED and Operator on or before October 15, 2021; provided, however, that the agreed upon evaluation plan may be amended if such amendments are necessary due to the amendment of the Design Plan pursuant to Section 2.c.

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

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

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

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

irrevocable and royalty-free license to use Program Developments during and after the term of this Agreement.

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

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

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

j. Operator shall develop and implement policies and procedures to prevent individuals who are not officers, employees or volunteers directly involved with the Program from having access to children who are participants in the Program. Operator shall provide Learning Community with a copy of such policies and procedures annually and whenever such policies and procedures are amended, revised, modified or

rescinded. Operator shall notify the ELC ED within twenty-four (24) hours of determining that a violation of this Section 7.j has occurred.

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

i. changes in the management personnel of Operator, which is defined for purposes of this subsection as the Chief Executive Officer, Chief Operating Officer, and Program Director;

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

iii. the bankruptcy, dissolution or receivership of Operator.

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

9. Independent Contractor. Nothing contained in this Agreement, including, but not limited to, the period of consent provided for in Section 7.h above, shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, except for the limited agency relationship set forth in Section 18 herein, or of partnership, or of joint venture, it being understood and agreed that no provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of independent contractors. No party to this Agreement shall have authority to bind another party to this Agreement.

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

Learning Community covenants and agrees to indemnify and hold harmless Operator, its members, directors, officers, consultants, agents and employees, and their successors and assigns, individually or collectively, (collectively, the "Operator Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties,

demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of Learning Community, its employees or agents with regard to the Program and Learning Community further agrees to pay all expenses in defending against any claims made against the Operator Indemnified Parties; provided, however, that Learning Community shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Operator Indemnified Parties.

11. 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: Bradley Ekwerekwu
Chief Executive Officer
Learning Community of Douglas and Sarpy Counties
1612 N. 24th St.
Omaha, NE 68110

If to Operator: Andrea Skolkin, Chief Executive Officer
OneWorld Community Health Centers, Inc.
4920 South 30th Street
Omaha, Nebraska 68107

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

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

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

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

16. Assignment. This Agreement may not be assigned or transferred by Operator 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 Operator as a result of the performance of its services under this Agreement shall remain the exclusive property of Learning Community and Operator.

18. Furniture, Equipment; Ownership. In order to operate South Center, Operator may, from time to time, reasonably determine it necessary to purchase, or replace, certain furniture, equipment, including motor vehicles, telephone hardware, computer hardware, software and peripherals, and other personal property. Learning Community hereby authorizes and grants, when necessary, a limited agency to Operator to make such purchases on behalf of and in the name of Learning Community of Douglas and Sarpy Counties, the Invoices for which shall be submitted directly to Operator by the applicable vendor(s) for payment by Operator from the Term Amount in accordance with the Program budget. Operator expressly acknowledges and agrees that, notwithstanding inclusion of said equipment in the approved Program budget, Learning Community shall hold all title to and be deemed to have ownership of all equipment purchased with Learning Community funds and Operator affirmatively acknowledges and agrees that it shall have no right, title or interest in or to any and all equipment purchased with Learning Community funds and specifically disclaims any and all such interest. At the expiration of the Program Term, or, when earlier terminated pursuant to this Agreement, such equipment shall revert to Learning Community and Operator hereby agrees and acknowledges that it shall deliver possession thereof to Learning Community and shall execute any and all documents necessary to convey title to said equipment to Learning Community.

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

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

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

22. Amendment. This Agreement may only be amended or modified by written agreement of all parties.

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

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

By: _____

Date: _____

ONEWORLD COMMUNITY HEALTH CENTERS, INC.,
a Nebraska nonprofit corporation

By: _____
Andrea Skolkin, Chief Executive Officer

Date: _____

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ONEWORLD COMMUNITY HEALTH CENTERS, INC.

ELEMENTARY LEARNING CENTER OPERATING AGREEMENT

Exhibit "A"

LEARNING COMMUNITY CENTER OF SOUTH OMAHA

PROGRAM STRATEGIES & DESIGN

2-GEN PROGRAM

The Learning Community Center of South Omaha is a comprehensive, center-based program created using national models and best practices from the two-generational approach. The program originated in 2012 as a collaborative effort between the Learning Community of Douglas and Sarpy Counties and OneWorld Community Health Centers. The Learning Community Center of South Omaha was nationally recognized by the White House as a Bright Spot in Hispanic Education and is a 2-GEN network partner through Ascend at the Aspen Institute.

Each family in the program attends classes or programming an average of seven hours per week during the academic school year and throughout the summer. Families participate in all three of the program's primary components:

- Education for Parents of Young Children
- Early Childhood Education
- Interactive Parent/Child Activities

EDUCATION FOR PARENTS OF YOUNG CHILDREN

A parent's level of educational attainment is a strong predictor of a child's academic success. All parents at the center enroll in an English as a Second Language or a GED cohort for six hours a week.

English for Parents: As parents learn English, they become more confident talking to teachers and asking questions about their child's progress, as well as communicating with the broader community. An English for Parents class might teach parents how to use computers to access school information, role-play parent/teacher conferences, or utilize children's books as learning tools.

GED: In partnership with Metro Community College, the center offers GED classes and a bilingual ESL instructor provides in-class language supports to parents as needed. The goal of the classes is to help parents increase their educational level and better their family's economic security through more stable and lucrative jobs or new educational pathways only open to GED graduates. GED classes also help parents guide their children on their academic journey (homework help, role modeling, academic language and concepts, etc.)

Along with ESL or GED, parent participants receive:

Parenting Classes and Workshops: Parenting classes and family-focused workshops strengthen and support parents, who are the first and most important teachers for their children. Parents learn practical strategies to support child development and education. Program staff and community organizations provide a wide variety of offerings, including Circle of Security®, Love

and Logic®, domestic violence prevention, financial literacy, and nutritious cooking. All workshops teach skills and techniques to foster learning and well-being at home.

Educational & Social Assistance Navigation Services: The center employs navigators who develop authentic relationships with parent participants and serve as their advocates. Every parent in the program is assigned an **Educational Navigator**, who conducts home visits with family at least once a month to help connect them with the public school system and provide new insights into child development and learning strategies. Navigators use a research-based home visiting/parenting curriculum, Growing Great Kids®, which ensures effective individualized education and support. **Social Assistance Navigators** assist families who are in crisis or have challenging social or economic needs. These navigators connect parent participants with many community resources, such as pantries, mental health services, and homeless shelters.

Workforce Development: Research shows children whose parents have higher-wage jobs have better educational outcomes. Workforce development classes are offered onsite in collaboration with Metropolitan Community College. Parents learn workforce readiness skills such as resume-building, interview skills, and job search methods and receive certificates in customer services, workforce ethics proficiency, and the National Career Readiness Certificate. A Career Skills Coach also offers individual career coaching or assistance connecting to continued education.

Digital Literacy: Due to COVID-19 and thanks to generous donors, each parent enrolled in the program at the Learning Community Center is loaned a computer. Digital literacy has been added into all English for Parents classes. Additionally, Metropolitan Community College offers computer certificates to parents who take onsite courses in the following topics: Basic Computer Skills, Internet Basics, Using Email, and Windows.

EARLY CHILDHOOD EDUCATION

While parents attend classes, the Learning Community Center of South Omaha offers year-round learning activities for young children, from newborn to age five. The primary focus is on building social, emotional, and executive functioning skills as well as cognitive concepts to support school readiness. The program partners with many organizations, including Farm to School (The Big Garden), Story Time (Omaha Public Library), nutrition classes for children (UNMC's Center for Reducing Health Disparities), and gardening programming (City Sprouts).

When staff or parents identify children with delayed development or challenging behaviors, the program connects these children and their families to programs such as Omaha Public Schools Early Intervention or KidSquad at Child Saving Institute. That way, young children receive interventions before they enter the public school system. The program also encourages families to enroll children who qualify in early childhood programs through Omaha Public Schools.

INTERACTIVE PARENT/CHILD ACTIVITIES

Research shows supportive and responsive parent/child relationships and interactions are the building blocks for healthy brain development. The quality of the relationship between a parent or caregiver and a child can determine future resilience in the face of challenges and help predict academic outcomes. Interactive parent/child activities allow parents opportunities to practice new parenting strategies while learning together with their children. Examples of interactive parent/child activities include field trips, special events, or family summer camps with themes such as STEM learning, music, art, or literacy. Other partners bring enrichment programs to the center, including Prime Time Family Reading Time® (Humanities Nebraska), College Prep for Families (UNO Service Learning Academy) and String Sprouts® (Omaha Conservatory of Music).

RESULTS

Eight consecutive years of rigorous independent evaluations have shown positive program impact and results. Parents have been highly satisfied with all components of the program and have shown increases in their levels of comfort in engaging their children with reading and math as well as communicating with their child's teacher and the school. Parents who spoke English as a Second Language improved in their ability and comfort level when talking to English speakers.

The 2019-2020 evaluation report states, "students of parents at LCCSO are entering school with skills and family support need to succeed." Students whose parents were in programming attended school regularly, with 88% meeting the district's 95% attendance goal. While COVID-19 has interrupted state testing, in the past and for several years running, students of the parents who participated in programming at the Learning Community Center of South Omaha exceeded district average proficiency rates, approaching state average rates.

CONTINUOUS IMPROVEMENT

The last evaluation report said, "The Learning Community Center of South Omaha focuses on being both family-centered and data-informed." The program carefully reflects on specific feedback from third-party evaluators as well as parent and staff input. The following strategies have been identified to improve the program:

- Addition of a Workforce Navigator and a Parenting Class Facilitator
- Increase navigator service to lower caseload and increase access
- Continue to expand and improve classroom and outdoor space for children post-COVID
- Enhance new and successful digital literacy program
- Provide additional mentoring, leadership, and support for alumni

- Add a satellite center to increase access for new families
- Increase low-wage staff salaries to a more livable wage
- Expand to work in partnership with childcare providers in South Omaha to improve young children's social/emotional skills and outcomes.

PROGRAM EXPANSION

Consistent with the evaluation feedback and the Learning Community's existing strategic plan, the program is ready to expand to a satellite location. Unfortunately, the original expansion efforts with a new location near Gomez weren't possible. Additionally, the embedded partnership of the program inside Gateway Elementary is no longer possible due to the increasing number of students and needed space.

While there is not a particular site to be considered for a new satellite yet, the goal is to continue seeking adequate space in a strategic location in South Omaha. The separate operating budget provides the projected operational costs for the additional 8 cohorts, representing approximately 150 families. Should the new satellite require a lease or building improvements from the capital levy, it is understood that such a proposal would need to go to the full Council for approval.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ONEWORLD COMMUNITY HEALTH CENTERS, INC.

ELEMENTARY LEARNING CENTER OPERATING AGREEMENT

Exhibit "B"

Program Budget

OneWorld Community Health Centers
Learning Community Center
3 Year Budget, 2021-2022, 2022-2023, 2023-2024

	Year 1 2021-2022	Year 2 2022-2023	Year 3 2023-2024
REVENUE:			
GRANTS & CONTRACTS			
LEARNING COMMUNITY	\$ 1,639,100	1,671,882	1,705,320
TOTAL REVENUE	\$ 1,639,100	\$ 1,671,882	\$ 1,705,320
SALARIES & WAGES			
ESL Instructor: 4.1 FTE / 4.1 FTE / 4.1 FTE	196,249	200,174	204,177
Navigator: 8.1 FTE / 8.1 FTE / 8.1 FTE	325,951	332,470	339,119
Parenting Course Facilitator: 1.0 FTE / 1.0 FTE / 1.0 FTE	40,310	41,117	41,939
Child Learning Providers: 6.15 FTE / 6.15 FTE / 6.15 FTE	195,753	199,668	203,662
Program Assistants: 3.0 FTE / 3.0 FTE / 3.0 FTE	95,680	97,594	99,545
Managers: 2.5 FTE / 2.5 FTE / 2.5 FTE	149,944	152,943	156,002
LCCSO Director: 0.95 FTE / 0.95 FTE / 0.95 FTE	83,320	84,986	86,686
	1,087,207	1,108,951	1,131,131
FICA 7.65%	83,171	84,835	86,531
BENEFITS 15.05%	163,625	166,897	170,235
WORKER'S COMPENSATION 0.30%	3,262	3,327	3,393
ONEWORLD OVERSIGHT 10%	149,009	151,989	155,029
MILEAGE/TRAVEL	5,000	5,100	5,202
OPERATIONAL MAINTENANCE	5,000	5,100	5,202
PROFESSIONAL DEVELOPMENT & TRAINING	12,200	12,444	12,693
TUITION REIMBURSEMENT	6,000	6,120	6,242
EMPLOYEE RETAINMENT	2,000	2,040	2,081
CONTRACT/PROFESSIONAL FEES	21,126	21,429	21,737
TELEPHONE & COMMUNICATIONS	22,200	22,644	23,097
OFFICE SUPPLIES	3,000	3,060	3,121
PARENT SUPPORT SUPPLIES	5,000	5,000	5,000
SPECIAL EVENTS/GRADUATIONS	5,000	5,000	5,000
CHILD LEARNING SUPPLIES/SNACKS	5,000	5,000	5,000
CLASSROOM MATERIALS/SUPPLIES	5,000	5,000	5,000
DUES BOOKS AND SUBSCRIPTIONS	8,500	8,500	8,500
MINOR EQUIPMENT	20,000	21,592	23,216
POSTAGE & PRINTING	500	500	500
TRANSPORTATION	5,500	5,500	5,500
INSURANCE EXPENSE	2,700	2,754	2,809
DEPRECIATION EXPENSE	19,100	19,100	19,100
TOTAL EXPENSES	\$ 1,639,100	\$ 1,671,882	\$ 1,705,320
CONTINGENCIES			
	200,000	400,000	400,000
TOTAL CONTINGENCIES	\$ 200,000	\$ 400,000	\$ 400,000
PRIVATE FUNDING			
Dollar Literacy Foundation - Books	5,000		
First National Bank - Computers & Hotspots	20,000		
NE Humanities Council - PrimeTime	5,000		
Richard Brooke Foundation-Community Navigator	75,000		
Union Pacific - Workforce Development	10,000		
Wells Fargo-Workforce Development	5,000		
	120,000	-	-
IN KIND			
UNO Service Learning Academy	10,530	10,530	10,530
Omaha Conservatory of Music-String Sprouts	20,000	20,000	20,000
Metro Community College – GED	29,400	29,400	29,400
Grace Abbott School of Social Work – Practicum Students	17,920	17,920	17,920
The Big Garden	12,960	12,960	12,960
Salvation Army –Kids Cruisin' Kitchen	20,000	20,000	20,000
	110,810	110,810	110,810

Additional Program Enhancements Provided by:

Child Saving Institute/KidSquad	Latino Center of the Midlands	SPARKPositivity
City Sprouts	Lending Link	The Big Garden
Connections at Project Harmony	Lutheran Family Services	The KIM Foundation
Creighton University SCSJ	Nebraska Enterprise Fund	The Wellbeing Partners
Douglas County Community Response	Nebraska Extension Office	Women's Center for Advancement
Douglas County Health Department	Omaha Public Library: South Omaha Branch	UNMC Center for Reducing Health Disparities
Educare	Omaha Public Schools	UNO College of Education, Health and Human Sciences
Food Bank of the Heartland	Opera Omaha	Whispering Roots
Joslyn Art Museum	Parent Training Center (PTI) Nebraska	Women's Center for Advancement (WCA)

MEMORANDUM

TO: Members of the Learning Community Coordinating Council

FROM: Renee Franklin, Executive Director, Elementary Learning Centers

DATE: June 2021

Requested Action: Satellite Operating Budget Approval

Type of Contract: Cost Reimbursable

Terms:
Year 1: \$947,069
Year 2: \$802,660
Year 3: \$818,279

Partner: OneWorld Community Health Center

Overview

Four years ago, the program satellite pilot was embedded into Gateway elementary. The program allowed management to understand the nuances of an altered staffing model and successfully adapt. Shortly after the pilot, it was anticipated there would be an opportunity to partner with OPS to acquire space for a new satellite next to Gomez. Unfortunately, due to the need for OPS to use all of their space at Gateway and the high cost and property needs for Gomez; both of these satellite location are no longer options.

Consistent with the evaluation feedback and the Learning Community's existing strategic plan, the program is ready to expand to another satellite location in South Omaha. Unfortunately, the pandemic slowed down the search for a location. However, the operating budget has been determined to support up to eight additional cohorts (150 families).

Supporting Detail

The approval of the satellite operating budget would allow LCCSO to move forward with planning efforts once a location is secured. Should the satellite location require a lease or building improvements from the capital levy, it is understood such a proposal would need to go to the full Council for approval.

Budget and Recommendation

The budget represents the operational costs for the satellite location. The dollars are within the allocated budget amount.

LEARNING COMMUNITY CENTER OF SOUTH OMAHA

PROGRAM STRATEGIES & DESIGN

2-GEN PROGRAM

The Learning Community Center of South Omaha is a comprehensive, center-based program created using national models and best practices from the two-generational approach. The program originated in 2012 as a collaborative effort between the Learning Community of Douglas and Sarpy Counties and OneWorld Community Health Centers. The Learning Community Center of South Omaha was nationally recognized by the White House as a Bright Spot in Hispanic Education and is a 2-GEN network partner through Ascend at the Aspen Institute.

Each family in the program attends classes or programming an average of seven hours per week during the academic school year and throughout the summer. Families participate in all three of the program's primary components:

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English for Parents: As parents learn English, they become more confident talking to teachers and asking questions about their child's progress, as well as communicating with the broader community. An English for Parents class might teach parents how to use computers to access school information, role-play parent/teacher conferences, or utilize children's books as learning tools.

GED: In partnership with Metro Community College, the center offers GED classes and a bilingual ESL instructor provides in-class language supports to parents as needed. The goal of the classes is to help parents increase their educational level and better their family's economic security through more stable and lucrative jobs or new educational pathways only open to GED graduates. GED classes also help parents guide their children on their academic journey (homework help, role modeling, academic language and concepts, etc.)

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- Increase navigator service to lower caseload and increase access
- Continue to expand and improve classroom and outdoor space for children post-COVID
- Enhance new and successful digital literacy program
- Provide additional mentoring, leadership, and support for alumni

OneWorld Community Health Centers
Learning Community Center NEW Satellite Center
3 Year Budget

		Year 1	Year 2	Year 3
REVENUE:				
GRANTS & CONTRACTS				
LEARNING COMMUNITY		\$ 780,363	795,530	811,000
TOTAL REVENUE		\$ 780,363	\$ 795,530	\$ 811,000
SALARIES & WAGES				
ESL Instructor: 2.0 FTE / 2.0 FTE / 2.0 FTE		95,680	97,594	99,545
Educational Navigator: 3.0 FTE / 3.0 FTE / 3.0 FTE		121,056	123,477	125,947
Child Learning Providers: 5.0 FTE / 5.0 FTE / 5.0 FTE		156,000	159,120	162,302
Program Assistants: 1.75 FTE / 1.75 FTE / 1.75 FTE		54,600	55,692	56,806
Site Manager: 1.0 FTE / 1.0 FTE / 1.0 FTE		58,136	59,299	60,485
		485,472	495,181	505,085
FICA	7.65%	37,139	37,881	38,639
BENEFITS	15.05%	73,064	74,525	76,015
WORKER'S COMPENSATION	0.30%	1,456	1,486	1,515
ONEWORLD OVERSIGHT	10%	71,578	72,970	74,389
MILEAGE/TRAVEL		2,890	2,948	3,007
BUILDING MAINTENANCE		5,000	5,100	5,202
PROFESSIONAL DEVELOPMENT & TRAINING		5,000	5,100	5,202
TUITION REIMBURSEMENT		2,000	2,040	2,081
EMPLOYEE RETAINMENT		3,700	3,774	3,849
CONTRACT/PROFESSIONAL FEES		38,000	38,760	39,535
TELEPHONE & COMMUNICATIONS		15,360	15,667	15,981
OFFICE SUPPLIES		1,100	1,122	1,144
PARENT SUPPORT SUPPLIES		7,800	7,956	8,115
SPECIAL EVENTS/GRADUATIONS		1,800	1,836	1,873
CHILD LEARNING SUPPLIES/SNACKS		3,000	3,060	3,121
CLASSROOM MATERIALS/SUPPLIES		2,000	2,040	2,081
MINOR EQUIPMENT		3,000	3,060	3,121
POSTAGE & PRINTING		500	510	520
TRANSPORTATION		5,500	5,610	5,722
INSURANCE EXPENSE		2,000	2,040	2,081
DEPRECIATION EXPENSE		20,000	20,000	20,000
TOTAL OPERATING EXPENSES		\$ 787,359	\$ 802,666	\$ 818,279
START-UP COSTS				
SUPPLIES				
LAPTOPS & COMPUTERS		25,015		
COPIER		6,000		
PRINTER		500		
TELEVISIONS		1,600		
NETWORK SETUP		48,300		
CELL PHONES (4 x \$480)		1,920		
PAGER SYSTEM		5,000		
OFFICE SUPPLIES (13 persons @\$875)		11,375		
TOTAL SUPPLIES		\$ 99,710	\$ -	\$ -
EQUIPMENT				
FURNISHINGS		60,000		
TOTAL EQUIPMENT		\$ 60,000	\$ -	\$ -
TOTAL START-UP BUDGET		\$ 159,710	\$ -	\$ -
TOTAL BUDGET		\$ 947,069	\$ 802,666	\$ 818,279