

# AGENDA

**Achievement Subcouncil #3  
Learning Community of Douglas and Sarpy Counties  
February 24, 2023 – 10:00 a.m.**

**1. Call Meeting to Order:** Name: \_\_\_\_\_ Time: \_\_\_\_\_

**2. Public Notice and Compliance with Open Meetings Act**

**3. Roll Call**

\_\_\_\_\_ Hoeger                      \_\_\_\_\_ Otis

**4. Approval of Minutes:** Date(s) of Minutes: February 17, 2023

**First**

**Second**

**Motion**

\_\_\_\_\_ Hoeger

\_\_\_\_\_ Hoeger

\_\_\_\_\_ Carried

\_\_\_\_\_ Otis

\_\_\_\_\_ Otis

\_\_\_\_\_ Failed

\_\_\_\_\_ Tabled

**5. New Business**

To review and discuss the Interlocal Agreement between the Learning Community of Douglas and Sarpy Counties and Completely Kids and address future programming.

**6. Date, Time and Location of Next Meeting**

**8. Adjournment:** Time \_\_\_\_\_

Y = Yes      N= No      A = Absent      Ex = Excused      Ab = Abstain

# MEETING MINUTES

Achievement Subcouncil #3  
Learning Community of Douglas and Sarpy Counties  
February 17, 2023 – 2:00 p.m.

1. **Call Meeting to Order:** Name: Hoeger Time: 2:07 p.m.

2. **Public Notice and Compliance with Open Meetings Act**

3. **Roll Call**

Present Hoeger

Present Otis

4. **Approval of Minutes:** Date(s) of Minutes: May 20, 2021

First

Second

Motion

Yay Hoeger

Yay Otis

\_\_\_X\_\_\_ Carried  
\_\_\_\_\_ Failed  
\_\_\_\_\_ Tabled

5. **Action Item:**

First

Second

Motion

Yay Hoeger

Nay Otis

\_\_\_\_\_ Carried  
\_\_\_X\_\_\_ Failed  
\_\_\_\_\_ Tabled

6. **New Business**

ii. Action Item: Motion to approve the allocation of \$30,524.55 from the Supplies line item to the Professional Development line item in the existing Interlocal Agreement with Omaha Public Schools in Subcouncil #3.

Discussion was held to consider the usage of existing funds in the Supplies line item to provide an opportunity for 7 OPS staff members to attend a professional development conference. This conference would provide evidence-based training for instructional coaches, which would enable these staff members to return to OPS and provide larger staff trainings.

7. **Date, Time and Location of Next Meeting – To Be Determined**

8. **Adjournment:** Time 3:05 p.m.

Y = Yes    N= No    A = Absent    Ex = Excused    Ab = Abstain    LC Fax 402-964-2478

## LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

### SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into effective as of May, 2022 ("Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("Learning Community"), and Completely KIDS, a Nebraska nonprofit corporation ("Provider").

### RECITALS

WHEREAS, Learning Community has established elementary learning centers to serve as resource centers for enhancing the academic success of elementary students residing in Learning Community who may confront a number of issues which impact their academic success, including poverty, limited English skills, mobility, and health issues; and

WHEREAS, Learning Community desires to engage Provider, and Provider desires to be engaged by Learning Community, to provide programming for the benefit of elementary students and their families located within Subcouncil District No. 3.

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

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

2. Scope of Services. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby engages Provider, and Provider agrees to be engaged by Learning Community, to undertake and conduct the services and programs more specifically set forth in the Service Provider Description & Budget submitted to Learning Community, a summary of which is marked as Exhibit "A," attached hereto, and by this reference specifically incorporated herein (the "Program") (all references herein to the "Agreement" include the Agreement as supplemented by the Program).

3. Performance Period. Provider will commence work on the Program on or after August 17, 2022 and will conclude work on the Program on or before May 25, 2023 ("Program Term"), which date may be extended by mutual written agreement of the parties hereto. Notwithstanding the foregoing, no party to this Agreement shall hold another 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.

4. Elementary Learning Center Program. The Program shall be implemented as an Elementary Learning Center program of Learning Community. Funding for the Program shall be provided from the Elementary Learning Center Fund Budget of Learning Community.

5. Program Funding.

a. The Program Amount will be paid in monthly installments over the course of the Initial Term and, if applicable, the Extended Term, and paid in arrears pursuant to statements submitted to Learning Community for costs incurred and services rendered by Provider during the previous calendar month. Such statements will be provided to Learning Community on or before the fifth (5<sup>th</sup>) 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 September 5, 2022 (i.e., covering August 2022). Upon the written request of Learning Community, Provider 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 (20<sup>th</sup>) day of the month following the month in which the applicable services were provided.

b. The final monthly payment will be remitted subsequent to the termination of the Program or expiration of the Extended Term, whichever occurs first, and submission of the final report to Learning Community pursuant to Section 7.b of the Agreement. The final report will include a statement for Program services provided during the Initial Term and, if applicable, the Extended Term, which statement will set forth an itemized listing of expenses actually incurred by Provider 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 Provider, remit the final monthly payment to Provider within thirty (30) days after receipt of the final report; provided, however, that the amount remitted in the final monthly payment will not result in the total amount paid to Provider exceeding either the lesser of the budget amounts reflected on Exhibit "A" of the Agreement or the total amount of Program expenses actually incurred by Provider. If, upon receipt and review of the final report, Learning Community has, after application of all remittances made pursuant to Section 5.a and this Section 5.b of the Agreement, made payments to Provider which exceed the total amount of Program expenses actually incurred by Provider, Provider 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 5.a and 5.b shall constitute the entire consideration to be paid 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 Provider in the performance of the services related to the Program.

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

e. Provider shall be solely and exclusively responsible for any and all payments for services related to the Program. Except as set forth in Section 5.a and 5.b, Learning Community shall not be responsible for any payment for services related to the Program. Provider acknowledges and agrees that Provider shall be solely responsible for the total amount of expenses actually incurred which exceed, if any, the Program Amount.

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

g. No Learning Community funds shall be paid by Provider to any Coordinating Council member or Learning Community employee, or any immediate family member thereof, for any purpose. For purposes of this Section 5.g, "immediate family member" is defined as a spouse, parent, sibling, child or stepchild of a Coordinating Council member or Learning Community employee.

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

i. Provider expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the Effective Date which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) may result in the termination of this Agreement by Learning Community in accordance with Section 9 herein. Provider further expressly acknowledges and agrees that funding of the Program following the first fiscal year is subject to change due to reallocation of funding within the subcouncils, availability of carryover funds from previous fiscal years, and ultimate approval by Learning Community.

6. Warranties & Representations.

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

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

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

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

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

- (b) Sexual Abuse & Molestation coverage with a limit of not less than \$500,000 per occurrence and \$1,000,000 in the annual aggregate;
- (c) Professional Liability Insurance with a limit of not less than \$1,000,000 per occurrence;
- (d) 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 Provider, its employees, agents or representatives in conducting the Program;
- (e) Workers' Compensation Insurance covering Provider and its employees for all costs, statutory benefits and liabilities under the Nebraska Workers' Compensation Act and similar laws for employees of Provider, and Employer's Liability Insurance with limits of not less than \$100,000 per accident, \$100,000 per person per disease, and \$500,000 per disease. Provider shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community; and
- (f) Umbrella / Excess Insurance with limits of not less than \$1,000,000 per occurrence which shall provide liability coverage in excess of the specified Workers' Compensation/Employers Liability, Commercial General Liability and Auto Liability insurance policies.

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

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

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

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

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

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

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

ii. Learning Community will reasonably cooperate with Provider in order to facilitate Provider being provided with data and such other information as is necessary to meet Provider's obligations under Section 8 of this Agreement.

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

7. Reporting. Provider shall collect and report to Learning Community specified demographic and evaluation data for the Program and each Program participant as more specifically set forth in this section. All reports made by Provider pursuant to this Agreement shall comply with applicable federal and state law.

a. Within thirty (30) days of the termination of the Program or expiration of the Program Term, whichever occurs first, Provider shall report to the Munroe-Meyer Institute for Genetics and Rehabilitation, University of Nebraska Medical Center ("Evaluator"), the third-party evaluator of the Program retained by Learning Community, or such other qualified third-party evaluator retained by Learning Community who is compliant with the Family Educational Rights and Privacy Act, as amended ("FERPA"), specified demographic and program evaluation data, as follows: (i) the school building attended during the immediately prior school year, grade, ethnicity, gender, and English language learner status of each Program participant during the Program Term; and (ii) that data specified in the Program. Learning Community acknowledges and agrees that any personally identifiable student information obtained by Evaluator from Provider pursuant to this Agreement is subject to FERPA, and such personally identifiable information shall not be disclosed to Learning Community, and Learning Community will not be provided access to such personally identifiable information. All Classroom Assessment Scoring System ("CLASS") videos collected by Evaluator will either be returned to Provider (if submitted via a memory stick or similar data storage device), or destroyed (if submitted electronically via email) once confirmation is made that Provider has received all CLASS rating reports.

b. Provider shall submit a written final report on the Program to Learning Community within thirty (30) days of the termination of the Program or expiration of the Program Term, whichever occurs first. The final report shall include a narrative description of both Program activities and progress made toward the goals of the Program and a detailed accounting of all expenditures made from payments received pursuant to Section 5.a. Said final report shall be submitted to the Executive Director, Elementary Learning Centers ("ELC ED"). At the request of Learning Community, Provider shall make a live presentation of the final report to the Learning Community Coordinating Council, Achievement Subcouncil for Subcouncil District No. 3, and the Elementary Learning Center Task Force.

c. Learning Community may also require, in its sole discretion, Provider to submit written interim reports providing a narrative description of Program objectives and accomplishments to date, a certification of compliance with the terms and conditions of this Agreement as of the date of the interim report, and a detailed accounting of all expenditures made from payments received from Learning Community. Required interim reports shall be submitted to the ELC ED within fifteen (15) days after the close of the period for which such interim report is required.

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

#### 8. Obligations of Provider.

a. If the Program submitted by Provider included the use of facilities, staff, programs or resources of third parties, including, but not limited to, school districts, in conducting the Program, or if the need for same is subsequently determined by Provider, Provider shall provide Learning Community, concurrent with delivery of this Agreement to Learning Community, with either a letter of support from or copy of a contract with such third parties which confirms or establishes that Provider has the right or authority to use said facilities, staff, programs or resources as set forth in the Program.

b. The ELC ED, or other designated representative of Learning Community, will be permitted to conduct pre-arranged site visit(s) to the Program during the Program Term in order to evaluate the Program, the provision of services, and the administration and implementation of the Program. For purposes of this Section 8.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, not less than twelve (12) hours in advance.

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

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

f. Provider shall provide Learning Community a non-exclusive, irrevocable, and royalty-free license to reproduce, publish, distribute, create derivative works, and otherwise use any works first created in the conduct of the Program for educational and/or research purposes. It is the express intent of the parties hereto that the right of Provider to use any works first created in the conduct of the Program on behalf of, or in conjunction with, a third party is not limited by this Section 8.f.

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

h. Provider represents and warrants that Provider has conducted a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check for all officers and employees of Provider involved with the Program who will, or may, directly interact with children. Provider further represents and warrants that any volunteer of Provider who has not undergone the background checks identified in the preceding sentence will be accompanied by an employee of Provider during any all interaction with any individuals participating in the Program. Any officer or employee of Provider who did not pass all checks shall be prohibited by Provider from involvement with the Program. Provider shall require, via contract with any contracted provider of Program services, that such third party conduct said checks on all officers, employees and volunteers of said contracted provider involved with the Program who will, or may, directly interact with children. Neither Provider nor, if applicable, a contracted entity shall knowingly permit the involvement with the Program of any officer, employee or volunteer of said entity who does not pass all checks. Provider shall notify Learning Community within twelve (12) hours of determining that a violation of this Section 8.h has occurred.

i. Provider shall develop and implement policies and procedures to prevent individuals who are not officers, employees or volunteers directly involved with the Program from having unrestricted access to children who are participants in the Program; provided, however, that this limitation shall not apply to those certain officers, employees or volunteers of capable and qualified contracted providers of services related to the Program who have certified to Provider that all officers, employees and volunteers thereof have passed those checks required by Section 8.h. Provider shall provide Learning Community with a copy of such policies and procedures annually and whenever such policies and procedures are amended, revised, modified or rescinded.

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

i. changes in the management personnel of Provider;

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

iii. the bankruptcy, dissolution or receivership of Provider.

9. Termination. Either party may terminate this Agreement, with or without cause, at any time upon sixty (60) days prior written notice to the other party; provided, however, that performance may be terminated by Learning Community or Provider if it reasonably determines that the other party is in breach or violation of this Agreement and, after delivery of written notice to the other party setting forth said violation or breach, the other party does not cure said violation or breach within thirty (30) days after said notice is provided, which termination shall be effective upon written notice of termination to the party in breach or violation.

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

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

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

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

If to Learning Community:	Chief Executive Officer Learning Community of Douglas and Sarpy Counties 1612 North 24 <sup>th</sup> Street Omaha, Nebraska 68110 FAX: (402) 964-2478
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If to Provider:	Carla Rizzo, Executive Director
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Completely KIDS  
2566 St. Mary's Avenue  
Omaha, Nebraska 68105  
FAX: (402) 397-5811

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.

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

14. 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, FERPA and Neb. Rev. Stat. § 84-712 to 84-712.09.

15. 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.

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

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

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

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. Time is of the Essence. The Parties acknowledge and agree that time is of the essence with respect to the final execution of this Agreement. As such, in the event Provider fails to provide Learning Community with an executed copy of this Agreement by June 30, 2022, the offer to enter into this Agreement by Learning Community shall automatically expire and become null and

void as of such date. At the discretion of Learning Community, this may result in the funding identified in this Agreement being reallocated to other providers or districts within the subcouncil.

23. Amendment. This Agreement may only be amended or modified by written agreement of all parties. The parties hereto agree that amendments or modifications to the Program services, activities or budget which do not increase the total Program Amount set forth in this Agreement may be approved on behalf of Learning Community by Learning Community's Chief Executive Officer or Executive Director.

*[Signature page follows]*

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

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



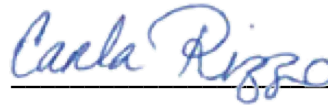
By: \_\_\_\_\_

Name: Bradley Ekwerekwu

Title: CEO

Date: May 20, 2022

COMPLETELY KIDS, a Nebraska nonprofit corporation



By: \_\_\_\_\_

Name: Carla Rizzo

Title: Executive Director

Date: 5/26/2022

SERVICE PROVIDER AGREEMENT

Exhibit "A"

Service Provider Description & Budget

*[See Attached]*

## Extended Learning Proposal

## PROPOSAL

## Summary

Electronic File Name:	Proposal2022/2023_LearningCommunity_DistrictName		
School District/Organization Name:	Completely KIDS		
Program Name:	CK Field Club		
Program Category (choose only one)	<input type="checkbox"/> Extended Learning / Summer <input type="checkbox"/> Jumpstart to Kindergarten <input checked="" type="checkbox"/> Extended Learning / School Year		
Amount Requested:	\$40,800		
Subcouncil: (choose only one)	<input type="checkbox"/> #1 <input type="checkbox"/> #2 <input checked="" type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6		
Program Start Date:	August 17, 2022	Program End Date:	May 25, 2023
Please use Attachment B to complete the following fields:		Total Cost of Program:	\$ 69,303.00
# of Weeks Per Year of Program:	34	# Program Hours Per Week:	10
# of Students in Program:	60	Cost Per Child Per Program Hr:	\$3.40
Supporting Documents:	<input checked="" type="checkbox"/> We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.  If applicant is <u>not</u> a school district, you must 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 checked="" type="checkbox"/> On Attachment B, please provide the budget summary and cost-per-child-per-hour.		
Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.	<p>In partnership with the Collective for Youth and Field Club elementary school, Completely KIDS will provide high quality Out-of-School Time (before and after school) programming to Field Club elementary students every day that Omaha Public Schools is in session. The before school program will serve 60 children and the after school program will serve up to 125 children daily. Families that receive free or reduced lunch access services free of charge through an agency scholarship or state child-care subsidy funds (Title XX).</p> <p>Completely KIDS has been providing structured after school programming in partnership with Omaha Public Schools since 1999. Completely KIDS intentionally targets schools with high numbers of youth living in poverty and high mobility rates. Nebraska Department of Education is currently utilizing data from 2018-2019 due to pandemic disruptions. According to that date, Field Club rates are 84% Free and Reduced Lunch and 49% ELL. Students in Kindergarten through 5<sup>th</sup> grade will participate in highly structured literacy, math, science, and enrichment-focused programming designed by a licensed educator. Programming is delivered by trained program support staff (1:12 ratio) with support from a full time Program Coordinator. Completely KIDS will contract with licensed educators to provide academic enrichment programming in either the before or after school program depending on the school's needs and teacher availability.</p>		

## Contact Information

Name and Title:	Ann Lawless – Chief Program Officer
Organization:	Completely KIDS
Email:	<a href="mailto:alawless@completelykids.org">alawless@completelykids.org</a>
Phone:	(402) 397-5809
Street Address:	2566 St. Mary's Avenue
City, State and ZIP Code:	Omaha, NE 68105

## ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in-kind)	\$ 28,503.00	
Learning Community Request	\$ 40,800.00	
<b>Total Program Revenue</b>	<b>\$ 69,303.00</b>	
Program Expenses	Amount	Comment
Salaries & Wages	\$ 56,605.00	.25 FTE Program Coordinator 5 @ .25 FTE Support Staff .33 FTE Program Assistant
Insurance Benefits	\$ 1,887.00	
Transportation Costs	\$ 360.00	
Training	\$	
Equipment	\$	
Supplies	\$ 2,625.00	
Printing & Copying	\$	
Telephone & Internet	\$	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$ 7,825.00	Background checks \$400 Administration costs @ 12% \$7,425
<b>Total Program Expenses</b>	<b>\$ 69,303.00</b>	

Total Cost of Program	# of Weeks Per Year of Program	# of Children in Program	# Program Hours Per Week
\$69,303.00	34	60	10

**Total Allocation from Learning Community for this Program = \$40,800.00**