

PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT (“Agreement”) is entered into as of September 1, 2022 (“Effective Date”) by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Learning Community”), and the Board of Regents, University of Nebraska d/b/a the University of Nebraska at Omaha and its Metropolitan Omaha Educational Consortium (“MOEC,” and collectively, “UNO”).

RECITALS

WHEREAS, Learning Community is committed to enhancing the academic success of elementary students residing in the Learning Community;

WHEREAS, Learning Community and UNO desire to work together to develop a Campaign for Grade Level Reading (the “Campaign”) for the benefit of students residing in the Learning Community; and

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

1. Scope of Partnership. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community and UNO hereby agree to collaborate on the development of the Campaign as outlined in the Campaign Description (“Campaign Description”), attached hereto as Exhibit “A,” and by this reference specifically incorporated herein.

2. Term / Annual Review.

a. The term of this Agreement shall commence on the Effective Date and shall continue for three (3) years (the “Term”), unless earlier terminated as provided in this Agreement.

b. The parties agree to review the Campaign on an annual basis for any modifications that might be needed. Any such modifications mutually agreed to shall be memorialized in a written amendment to this Agreement signed by the parties. Each such amendment may incorporate subsequent technical proposals, projects and associated funding actions.

3. Payment & Billing. Subject to the terms and conditions set forth in this Agreement, during the Term Learning Community shall pay to UNO an amount not to exceed the amount provided for in the budget attached hereto as Exhibit “B” (the “Campaign Amount”), and by this reference specifically incorporated herein. Invoices for payment of the Campaign Amount shall be provided by UNO as follows: Invoices within sixty (60) days of the end of each year of the Term for reimbursement of actual expenses incurred by UNO in such year of the Term, which shall include a statement of cumulative costs incurred by UNO during the Term, the services performed and an itemized listing of expenses actually incurred by UNO during the previous year and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. Learning Community will review and approve payment of UNO’s invoice, in its reasonable discretion. The final installment payment will be invoiced as set forth herein after 1) within sixty (60) days of the conclusion of the Term, or within sixty (60) days of the termination of this Agreement, whichever is earlier, and 2) submission of the APR (as defined in Section 5.a) for the final year of the Term, or portion thereof, as applicable, and approval of same by Learning

Community, which APR shall (i) include an invoice for Campaign expenditures during the Term; (ii) set forth an itemized listing of expenses actually incurred by UNO; and (iii) be accompanied by documentation substantiating all itemized expenses set forth on such invoice. Learning Community shall remit the final installment payment to UNO within thirty (30) days after review and approval of the invoice and APR submitted by UNO pursuant to this subsection; provided, however, that the amount remitted in the final installment shall not result in the total amount paid to UNO exceeding either the lesser of the budget amounts reflected on Exhibit B or the total amount of Campaign expenses actually incurred by UNO as authorized in writing by Learning Community.

a. The amount(s) to be paid by Learning Community as provided under this Section 3 shall constitute the entire consideration to be paid by Learning Community to UNO for the Campaign. Learning Community shall not be liable for any further costs, including, but not limited to, overhead, social security, pension, employment compensation, taxes, or any other expenses, incurred by any party in connection with the Campaign.

b. Learning Community funds may not be used by UNO 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.

c. No Learning Community funds shall be paid by UNO to any Coordinating Council member or Learning Community employee, or any immediate family member thereof, for any purpose. For purposes of this Section 3.f., "immediate family member" is defined as a spouse, parent, sibling, child or stepchild of a Coordinating Council member or Learning Community employee.

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

e. UNO expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the Effective Date which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) (as amended) may result in the termination of this Agreement by Learning Community upon sixty (60) days prior written notice in accordance with Section 7 hereof.

i. Unless otherwise agreed by the parties in writing, Learning Community's total funding obligation shall not exceed Twenty Five Thousand Dollars (\$25,000.00) during any twelve (12) month period beginning on the Effective Date, nor exceed Seventy Five Thousand Dollars (\$75,000.00) in the aggregate during the Term.

4. Covenants / Warranties / Representations.

a. UNO hereby agrees and represents to Learning Community that:

i. The Campaign 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 UNO, Learning Community and the Campaign.

ii. There is no fact known to UNO, 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. As of the date of the execution of this Agreement, UNO 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 UNO during any of its fiscal years all sums for which UNO shall become legally obligated to pay as damages for liability occurrences, 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. UNO shall provide the Learning Community with a copy of the University of Nebraska Self-Insurance Trust Fund Program Statement evidencing such coverage upon request.

iv. UNO further agrees that UNO shall:

(1) Not use Learning Community funds to provide, facilitate or discuss religious instruction, doctrine, worship or belief, nor will the Campaign include or discuss such concepts. UNO agrees that it will not utilize facilities used exclusively for religious services for the Campaign.

(2) Administer and maintain the Campaign in accordance with this Agreement and maintain documentation of all actions taken and expenditures incurred with regard to the Campaign. UNO acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Campaign and could result in UNO being required to return Learning Community funds to Learning Community.

(3) 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 UNO in conjunction with the Campaign.

(4) Provide leadership, coordination, and awareness for the Campaign, promoting early education and school readiness, the importance of school attendance, and out of school learning supporting the attainment of life skills.

(5) Provide in-kind supports to implement and sustain the awareness Campaign.

(6) Pursue joint grant applications that align and support Campaign strategies and community outcomes.

(7) Assist with evaluation and analysis of the Campaign using data in the Community Solutions Action Plan (“CSAP”).

b. Learning Community hereby covenants, warrants and represents to UNO that:

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

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

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 UNO to enter into this Agreement which has not been disclosed to UNO.

iv. Learning Community further agrees that Learning Community shall:

(1) Provide leadership and consultation on the development of the Campaign.

(2) Work in partnership with other entities (e.g. the Buffett Early Childhood Institute) on the development and execution of the early learning components of the Campaign.

(3) Serve on the leadership advisory committee to provide expertise and support in the development of the CSAP.

5. Reporting / Information Dissemination. UNO shall collect and report to Learning Community specified demographic and evaluation data for the Campaign and each Campaign participant as more specifically set forth in this Section. All reports made by UNO pursuant to this Agreement shall comply with applicable federal and state law, including, but not limited to, the Federal Educational Rights Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act (“HIPAA”) to the extent that such laws apply to information contained within such reports.

a. For each year of the Term (or portion thereof, in the event this Agreement is terminated prior to the conclusion of the Term), UNO shall prepare and submit to Learning Community a written Annual Performance Report (“APR”) which shall include a detailed account of all Campaign expenditures and a narrative description of Campaign activities and accomplishments, including progress made on Campaign participant

learning outcomes. The purposes of the APR are to (1) report on the amount of progress made toward meeting the Campaign goals, which goals shall be mutually established by UNO and Learning Community in accordance with the Campaign Description, and (2) report quantitative and qualitative data that addresses the performance indicators for the Learning Community. The APR shall be submitted to the Learning Community on or before July 31 of each year. At the request of the Learning Community, UNO shall make a live presentation of the APR to the Learning Community Coordinating Council, or the Achievement Subcouncils.

b. Subject to applicable law, UNO 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 Campaign.

6. Publicity. Each party hereto shall allow the other party to review and approve the text of any proposed publicity or external communication concerning the Campaign prior to its release, which approval shall not be unreasonably withheld. Each party hereto may include information regarding the Campaign, 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.

7. Termination. This Agreement may be terminated at any time by mutual agreement of the parties or unilaterally by either party, with or without cause, by giving sixty (60) days advance written notice to the other party of its election to terminate. In addition to the foregoing, this Agreement may be terminated by Learning Community or UNO 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 fifteen (15) days after said notice is provided, which termination shall be effective upon written notice of termination to the party in breach or violation.

8. 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.

9. Liability.

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

10. 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: Learning Community of Douglas and Sarpy Counties

Attn: Bradley Ekwerekwu, CEO
1612 N. 24th Street
Omaha, Nebraska 68110

If to UNO:

University of Nebraska at Omaha
6001 Dodge Street, CEC 223B
Omaha, NE 68182
Attn: Dr. Martha Bruckner

With copy to:

Office of Research and Creative Activity
6001 Dodge Street, EAB 203
Omaha, NE 68182

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.

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

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

13. 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.

14. Citizenship Verification. UNO 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.

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

16. Ownership of Materials. All original documents, illustrations, charts, graphs, maps, reproducible drawings, reports and other materials developed solely by Learning Community as a result of the performance of 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.

17. 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 to the extent permitted by Nebraska law.

18. 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.

19. Entire Agreement. This Agreement, together with the recitals, as well as any exhibits, attachments, or schedules to an exhibit hereof, 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.

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

[Signature Page Follows]

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


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



By: _____
Bradley Ekwerekwu, Chief Executive Officer


Date: September 15, 2022

Board of Regents, University of Nebraska d/b/a University of Nebraska at Omaha

By:  _____
Tiffani Hix, Director of Research and Creative Activity

Date: 10/19/22 | 16:37 CDT

METROPOLITAN OMAHA EDUCATION CONSORTIUM

By:  _____
Martha Bruckner, Executive Director

Date: 10/19/22 | 16:24 CDT

EXHIBIT A

Campaign for Grade Level Reading

Funding from The Learning Community of Douglas and Sarpy Counties will be used to support work related to the national Campaign for Grade Level Reading: Metro Omaha Raise Me to Read. Funding will provide approximately one-third of the annual salary and benefits for the MOEC (Metro Omaha Education Consortium) Facilitator of the program. The Facilitator will provide leadership, coordination, and awareness for the Campaign, promoting early education and school readiness, the importance of school attendance, and out of school learning supporting the attainment of life skills.

MOEC will provide in-kind supports to implement and sustain the awareness Campaign.

EXHIBIT B

Budget

Partial Salary for MOEC / Facilitator for Raise Me to Read:	\$19,685
Partial Benefits associated with the position:	\$ 5,315
Total:	\$25,000