

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.

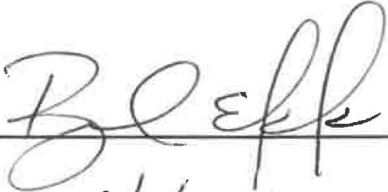
20. Waiver. The waiver by any party of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

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: 9/1/2021

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

By: Andrea M. Skolkin
Andrea Skolkin, Chief Executive Officer
Date: 9/1/2021

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)

Name	FTE-Ae of 2/23/21	Rate Increase eff March 2021	2021-2022 Budget
Child Learning Provider			
Balcasar RUIZ, Mirien	0.85	\$ 15.00	\$ 26,520.00
Cavada, Rebecca	0.10	\$ 15.00	\$ 3,120.00
LOPEZ VIGIL, NOHEMI	1.00	\$ 15.00	\$ 31,200.00
Mancillas, Bertha A	0.10	\$ 15.00	\$ 3,120.00
Mollao, JESSICA	0.75	\$ 17.48	\$ 27,279.17
Mosqueda, Maria E	0.75	\$ 15.00	\$ 23,400.00
Rivers Gonzalez, Laura	0.80	\$ 15.00	\$ 24,960.00
Toro Vallin, Nora	0.80	\$ 15.00	\$ 24,960.00
OPEN	1.00	\$ 15.00	\$ 31,200.00
Total Child Learning Providers	6.15		\$ 195,753.17
Educational Navigator			
Castro Menjivar, Katerin L	1.00	\$ 19.38	\$ 40,310.40
Lamas, Ana C	0.60	\$ 18.87	\$ 23,549.76
Sliva, Amanda	1.00	\$ 19.38	\$ 40,310.40
Varillas Berlanga, Patricia	1.00	\$ 19.77	\$ 41,116.61
Zuniga, Blanca	1.00	\$ 19.59	\$ 40,747.20
NEW	1.50	\$ 19.00	\$ 59,280.00
Total Educational Navigator	6.10		\$ 245,314.37
Instructional Manager			
Phillips, Amanda M	0.50	\$ 29.43	\$ 30,604.08
Total Instructional Manager	0.50	\$ 29.43	\$ 30,604.08
ESL Instructor			
Laird, Patrick	1.00	\$ 20.69	\$ 43,042.60
Partusch, Nicole R	1.00	\$ 22.71	\$ 47,236.49
Phillips, Amanda M	0.50	\$ 29.43	\$ 30,604.08
Taylor, Brenda S	1.00	\$ 22.96	\$ 47,754.85
NEW	0.50	\$ 22.00	\$ 22,850.00
NEW	-	\$ 20.00	\$ -
Total ESL Instructor	4.00		\$ 191,527.52
ESL Instructor PRN			
Desmond, Margery	0.10	\$ 22.75	\$ 4,731.17
McElroy, Karen		\$ 22.75	\$ -
Remirez, Margaret		\$ 21.66	\$ -
Total ESL Instructor PRN	0.10		\$ 4,731.17
Family Learning Manager			
Lopez, Itzeri	1.00	\$ 29.43	\$ 61,208.16
Total Family Learning Manager	1.00	\$ 29.43	\$ 61,208.16
LCCSO Director			
O'Hara, Anne	0.95	\$ 42.17	\$ 83,320.02
Total LCCSO Director	0.95	\$ 42.17	\$ 83,320.02
Parenting Coordinator			
New	0.50	\$ 19.38	\$ 20,155.20
Total Parenting Coordinator	0.50	\$ 19.38	\$ 20,155.20
Parenting Course Facilitator			
New	0.50	\$ 19.38	\$ 20,155.20
Total Parenting Course Facilitator	0.50	\$ 19.38	\$ 20,155.20
Program Assistants			
Gonzalez, Andrea	1.00	\$ 16.00	\$ 33,280.00
NEW	1.00	\$ 15.00	\$ 31,200.00
OPEN	1.00	\$ 15.00	\$ 31,200.00
Total Program Assistants	3.00	\$ 15.33	\$ 95,680.00
Program Manager			
Ibarra Nielsen, Astrid 'Carolina'	1.00	\$ 27.95	\$ 58,131.84
Total Program Manager	1.00	\$ 27.95	\$ 58,131.84
Social Assistance Navigator			
Enriquez Hurtado, Jennifer J	1.00	\$ 19.77	\$ 41,116.61
Total Social Assistance Navigator	1.00	\$ 19.77	\$ 41,116.61
Workforce Navigator			
NEW	1.00	\$ 19.00	\$ 39,520.00
Total Workforce Navigator	1.00	\$ 19.00	\$ 39,520.00
Subtotal	25.80		1,087,207.33
Grand Total	25.80	\$ 20.26	\$ 1,087,207.33