

## EARLY CHILDHOOD PLAN AGREEMENT

THIS EARLY CHILDHOOD PLAN AGREEMENT (“Agreement”) is entered into as of August 17, 2021, 2021 by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Learning Community”), and the Board of Regents of the University of Nebraska, for and on behalf of the Buffett Early Childhood Institute at the University of Nebraska, a non-profit educational and research institution and agency of the State of Nebraska (Buffett Institute) (Buffett Institute and the Learning Community are occasionally referenced to herein as “Parties” collectively and “Party” individually.)

### **RECITALS**

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

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

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

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

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

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

### **AGREEMENT**

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

1. Services of the Parties.

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

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

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

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

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

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

f. This Agreement is entered into pursuant to the Act. No separate legal entity is created by this Agreement, and no property will be acquired which would need to be disposed of upon termination. This Agreement will be administered on behalf of Buffett Institute by its Chief Operations Officer Kimberly Harper, and on behalf of Learning Community by its Chief Executive Officer ("ELC CEO").

## 2. Term and Termination.

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

for up to three (3) additional one (1) year terms (September 1, 2022 – August 31, 2023; September 1, 2023 – August 31, 2024; and September 1, 2024 – August 31, 2025), subject to earlier termination as provided in this Agreement, (each a “Renewal Term”) (the Initial Term and Renewal Term(s) collectively referred to as the “Term”), unless either Party provides written notice to the other Party of its intent to allow this Agreement to expire at least thirty (30) days in advance of the natural conclusion of the then-current one-year term (whether the Initial Term or a Renewal Term). Notwithstanding the foregoing, neither party to this Agreement shall hold the other party responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of said party.

b. This Agreement may also be terminated at any time during the Term by mutual agreement of the Parties or unilaterally by either Party, with or without cause, by giving ninety (90) days advance written notice to the other Party of its election to terminate. Upon termination of the Agreement, Buffett Institute shall be entitled to retain all Learning Community payments received to pay Buffett Institute for employment costs, services and other expenditures to the extent incurred by Buffett Institute on or before the effective date of the termination of the Agreement. The Learning Community will pay to Buffett Institute, upon termination, any additional amounts necessary to reimburse Buffett Institute for any costs incurred by Buffett Institute for the performance of services under this Agreement up to the date of termination that have not been previously paid. In the event, at the date of termination, Buffett Institute has received funds from the Learning Community for costs not incurred and/or services not provided on or before the effective date of the termination of the Agreement, Buffett Institute will refund such excess amount to the Learning Community. The provisions regarding payment and repayment of Learning Community funds in this Section 2.b. shall survive termination or expiration of this Agreement.

### 3. Costs, Requirements, and Payments.

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

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

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

c. The Buffett Institute Funding for the Initial Term and each Renewal Term, inclusive of any adjustments made pursuant to Section 3.b. above, shall be provided to Buffett Institute up to, but not exceeding, the amounts set forth in Exhibit "C" and paid in arrears pursuant to statements submitted to Learning Community for costs incurred and services rendered by the Buffett Institute during the previous calendar month. Such statements will be provided to 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, the Buffett Institute 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. The Buffett Institute Funding for each Renewal Term, as applicable, is subject to extension of this Agreement and final approval by the Learning Community, but is anticipated to be substantially consistent with the Plan Budget, and is anticipated to be funded over the course of each Renewal Term according to the same schedule as the Initial Team. Upon completion of the Initial Term and each Renewal Term, and upon termination of this Agreement, the Buffett Institute will submit a report to Learning Community. Each report will include a statement for the Buffett Institute services provided during such Initial Term or Renewal Term, which statement will set forth an itemized listing of expenses actually incurred by the Buffett Institute in the performance of the services related to this Agreement for such Initial Term or Renewal Term, 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 the Buffett Institute, remit the final monthly payment for the Initial Term and each Renewal Term to the Buffett Institute within 30 days after receipt of each such report; provided, however, that the amount remitted in each such final installment will not result in the total amount paid to the Buffett Institute exceeding either the lesser of the Buffett Institute Funding for such Initial Term or Renewal Term, as applicable, or the total amount of expenses actually incurred by the Buffett Institute in the performance of the services pursuant to this Agreement for such Initial Term or Renewal Term. If, at the conclusion of the Initial Term or Renewal Term, as applicable, upon receipt and review of the report, Learning Community has, after application of all remittances made pursuant to this Section 3.c of this Agreement, made payments to the Buffett Institute which exceed the total amount of Plan expenses actually incurred by the Buffett Institute for such Initial Term or Renewal Term, the Buffett Institute will refund to Learning Community the amount by which the total remittances made by Learning Community exceed total expenses actually incurred during such Initial Term or Renewal Term, as applicable. Notwithstanding anything in this

Agreement to the contrary, in the event that the Buffett Institute did not incur expenses during the Initial Term or a Renewal Term related to the Plan equaling the Buffett Institute Funding for such Initial Term or Renewal Term, as applicable, as set forth on Exhibit "C", any unused Buffett Institute Funding not used by the Buffett Institute for such Initial Term or Renewal Term will not carry over to any subsequent Renewal Term.

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

e. Buffett Institute agrees that it is responsible for all employment costs incurred concerning the staff described in Section 1.b above, and shall be fully responsible for all employment obligations related thereto, including but not limited to overhead, social security, pension, employment compensation, benefits, taxes, or any other expenses, incurred by Buffett Institute, subject to the Buffett Institute Funding described above. The Parties expressly agree that the Learning Community's financial commitment is limited to the terms expressed herein.

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

g. Learning Community reserves the right to withhold or suspend any payment(s) to be made by Learning Community pursuant to this Agreement, or to require a total or partial refund of Learning Community funds, if, as determined by Learning Community in its reasonable judgment, such action is necessary: (i) because Buffett Institute has not complied with any material term and condition of this Agreement; (ii) to protect the purposes and objectives of the services described herein; or (iii) to comply with changes in the requirements of any law or regulation applicable to Learning Community, Buffett Institute, or the services.

h. Buffett Institute expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the date of this Agreement which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) may result in the immediate termination of this Agreement by Learning Community. Buffett Institute further expressly acknowledges and agrees that funding of the initiatives described in this Agreement following the Initial Term is subject to ultimate approval by Learning Community.

4. Operational Considerations.

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

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

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

5. Data Sharing and Evaluation.

a. Buffett Institute and the Learning Community agree that Learning Community will have access to data the Buffett Institute will collect and hold on a non-identifiable per-student basis in order to identify whether or not the funds Learning Community has provided specifically for implementation of the Plan outlined herein are having a measurable effect on the outcomes Learning Community anticipates will arise from provision of the Plan, and Buffett Institute will have access to comparable data the Learning Community will collect. In order to accomplish such objective, an evaluation structure for the Plan will be developed and implemented by Buffett Institute. The evaluation structure for the Initial Term and each Renewal Term, as applicable, shall be completed by August 31 of each year in the Term. The Learning Community will contribute up to \$225,000 in the Initial Term of the Agreement and up to \$225,000 in each of the Renewal Terms, from available Core Services or comparable funds, to the Buffett Institute for the costs of this evaluation. The total budget for the evaluation

(inclusive of funding from the Learning Community as described in this Section as well as other sources of funding) is attached to this Agreement as Exhibit "D." Notwithstanding anything in this Agreement to the contrary, in the event that the Buffett Institute did not incur expenses during the Initial Term or a Renewal Term related to the Plan equaling the Buffett Institute Funding for such Initial Term or Renewal Term set forth on Exhibit "C", any unused Buffett Institute Funding not used by the Buffett Institute for such Initial Term or Renewal Term will not carry over to any subsequent Renewal Period. Such evaluation costs shall be paid in arrears pursuant to statements submitted to Learning Community for costs incurred and services rendered by the Buffett Institute during the previous calendar month for the evaluation. Such statements will be provided to Learning Community on or before the fifth (5th) calendar day of the month following the month to which such statement applies. Upon the written request of Learning Community, the Buffett Institute 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 evaluation services were provided. Upon completion of the Initial Term and each Renewal Term, and upon termination of this Agreement, the Buffett Institute will submit a report to Learning Community for the evaluation services. Each report will include a statement for the Buffett Institute evaluation services provided during such Initial Term or Renewal Term, which statement will set forth an itemized listing of expenses actually incurred by the Buffett Institute in the performance of the evaluation services related to this Section 5 for such Initial Term or Renewal Term, 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 the Buffett Institute, remit the final monthly payment for the evaluation services for the Initial Term and each Renewal Term to the Buffett Institute within 30 days after receipt of each such report; provided, however, that the amount remitted in each such final installment will not result in the total amount paid to the Buffett Institute exceeding either the lesser of the total budget for the evaluation set forth in Exhibit D for such Initial Term or Renewal Term, as applicable, or the total amount of expenses actually incurred by the Buffett Institute in the performance of the evaluation services pursuant to this Section 5 for such Initial Term or Renewal Term, as applicable. If, at the conclusion of the Initial Term or Renewal Term, as applicable, upon receipt and review of the report, Learning Community has, after application of all remittances made pursuant to this Section 5 of this Agreement, made payments to the Buffett Institute which exceed the total amount of expenses actually incurred by the Buffett Institute for the evaluation services for such Initial Term or Renewal Term, the Buffett Institute will refund to Learning Community the amount by which the total remittances made by Learning Community exceed total expenses actually incurred for the evaluation services during such Initial Term or Renewal Term, as applicable.

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

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

d. Buffett Institute shall at all times, and shall require the University Entities at all times to, have in place reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of the PII provided by Plan Participants. Buffett Institute shall, and shall require the University Entities to, provide both Learning Community and the applicable Plan Participant with a copy of its most recent SSAE-18 (or its equivalent standard, including but not limited to a 2 CFR Part 200, Subpart F, Audit) audit conducted addressing the controls and related control objectives of Buffett Institute and the University Entities. Such audits shall have been performed by a third party experienced in performing system security audits. If such audit reports indicate any deficiencies in the security standards utilized by Buffett Institute or the University Entities, then Buffett Institute shall, and shall require the University Entities to, as applicable, provide Learning Community and the Plan Participant with an explanation on the status of the noted material deficiencies and information on whether any such material deficiencies have been remedied.

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



6. Assurances.

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

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

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

d. As of the date of the execution of this Agreement, Buffett Institute is self-insured pursuant to the University of Nebraska General Self-Insurance Program (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Statement of Self-Insurance Coverage contained in the Program, the Program shall pay on behalf of Buffett Institute during any of its fiscal years all sums for which Buffett Institute or the Learning Community shall become legally obligated to pay as damages for liability occurrences resulting from the Plan, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. Buffett Institute shall provide the Learning Community with a copy of the University of Nebraska Self-Insurance Trust Fund Program Statement evidencing such coverage upon request. Attached hereto as Exhibit "E" is a standard ACORD Certificate of Insurance evidencing the types, forms and amounts of insurance that are in effect. It is Buffett Institute's sole responsibility to provide the Learning Community notice of the cancellation or non-renewal of any required insurance. Failure of Buffett Institute to maintain all required insurance or to provide the Learning Community notice of any cancellation or non-renewal thereof shall not relieve Buffett Institute of its obligations under this Agreement. By requiring insurance under this Agreement, the Learning Community does not represent that the coverage and limits required are necessarily adequate to protect Buffett Institute's interest in the Plan. Such coverage and limits shall not be deemed or construed to be any limitation on Buffett Institute's liabilities under any indemnification obligations provided to the Learning Community under this Agreement.

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

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

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

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

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

8. Independent Contractor. The Parties hereto are independent contractors in their relationship to one another and are not, by virtue of this Agreement or otherwise, made agents, employees, employers, or joint venturers of one another. No Party shall have any authority to bind another Party hereto.
9. Indemnification. Each Party covenants and agrees to indemnify and hold harmless the other party, its board members, officers, consultants, agents, employees and representatives, and their successors and assigns, individually or collectively, (collectively, the "Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of the other party, its board members, officers, consultants, agents, employees and representatives in administering the Plan as specified in this Agreement provided, however, that neither party shall be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Indemnified Parties. Without limiting the foregoing, and to the extent permitted by the laws of the

State of Nebraska, Buffett Institute shall indemnify and hold harmless the Learning Community's Indemnified Parties from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based on Buffet Institute's or the University Entities' breach of Section 5 or the unauthorized use or disclosure of personally identifiable information or violation of FERPA, Rule 6 or any other applicable laws.

10. Non-Discrimination. The Parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, religion, sex, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status.
11. Governing Law. This Agreement shall be interpreted according to the law of the State of Nebraska.
12. Citizenship Verification. Each Party agrees and acknowledges that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. § 4-108 to 4-114, as amended.
13. Compliance with Applicable Laws. The Parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Plan, including, but not limited to, the Federal Educational Rights Privacy Act, as amended ("FERPA"), and Neb. Rev. Stat. § 84-712 to 84-712.09, as amended, if applicable.
14. Amendment. This Agreement may only be amended by written agreement of all Parties hereto.
15. Waiver. Any waiver by any Party of a breach of any provision of this Agreement by any other Party shall not operate as or be construed as a waiver of any other provision or any subsequent breach.
16. Assignment. This Agreement may not be assigned or transferred by any Party to this Agreement except by written agreement of the other Party hereto.
17. Entire Agreement. This Agreement, together with any Exhibits or schedules hereto, as well as any exhibits or schedules to an Exhibit hereof, constitutes the entire agreement between the Parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

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

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

By: Bradley Ekwerekwu  
Name: Bradley Ekwerekwu  
Its: Chief Executive Officer  
Date: 08/17/21 | 15:54 CDT

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

DBD By: William J. Nunez  
Name: William Nunez  
Its: Vice Chancellor, Business and Finance  
Date: 07/29/21 | 16:03 CDT

**EARLY CHILDHOOD PLAN AGREEMENT**

Exhibit "A"

Superintendents' Early Childhood Plan

# **SUPERINTENDENTS' EARLY CHILDHOOD PLAN**

## **Buffett Early Childhood Institute at the University of Nebraska**

### **OVERVIEW**

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

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

Our focus is on three areas of programming:

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

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

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

### **BACKGROUND**

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

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

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

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

## **GOAL**

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

## **STRATEGY**

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

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

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

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

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

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

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

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

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

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

## ASSUMPTIONS AND GUIDING PRINCIPLES

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

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

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



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

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

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

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

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

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

### GUIDING VIEWS

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

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

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

**EARLY CHILDHOOD PLAN AGREEMENT**

Exhibit "B"

Buffet Early Childhood Institute – Plan Participant Proposal



**Superintendents' Early Childhood Plan Proposal**

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

**Contact Information for School District / Organization**

<b>Name and Title:</b>	
<b>School District / Organization:</b>	

<b>Email:</b>	
<b>Phone:</b>	
<b>Street Address:</b>	
<b>City, State and ZIP Code:</b>	

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

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**Superintendent/Organization Director**

---

**Date**

# EARLY CHILDHOOD PLAN AGREEMENT

## Exhibit "C"

### Plan Budget

University of Nebraska  
 Buffett Early Childhood Institute  
 Superintendent's Early Childhood Plan Budget

Category	Year 1 (2021 - 2022)			Year 2 (2022 - 2023)			Year 3 (2023 - 2024)			Year 4 (2024 - 2025)			COMBINED TOTAL (2021 - 2025)		
	Buffett Institute	Plan Participants	Total	Buffett Institute	Plan Participants	Total	Buffett Institute	Plan Participants	Total	Buffett Institute	Plan Participants	Total	Buffett Institute	Plan Participants	Total
Level 1 – Full Implementation (10 sites)	1,230,885	1,311,380	2,542,266	1,217,812	1,354,479	2,572,291	1,253,057	1,399,086	2,652,143	1,290,077	1,445,254	2,735,330	4,991,831	5,510,198	10,502,029
Level 2 – Professional Development	378,834		378,834	387,499		387,499	396,424		396,424	405,616		405,616	1,568,372		1,568,372
Level 3 – Customized Assistance	314,262		314,262	171,716		171,716	175,817		175,817	180,042		180,042	841,837		841,837
BECI Program Administration & Communications	397,639		397,639	406,495		406,495	415,617		415,617	425,012		425,012	1,644,763		1,644,763
Buffett Institute Indirect Cost 10%	232,162		232,162	218,352		218,352	224,091		224,091	230,075		230,075	904,680		904,680
<b>Total Annual Expenses</b>	<b>2,553,782</b>	<b>1,311,380</b>	<b>3,865,162</b>	<b>2,491,873</b>	<b>1,354,479</b>	<b>3,786,352</b>	<b>2,465,006</b>	<b>1,399,086</b>	<b>3,864,092</b>	<b>2,530,821</b>	<b>1,445,254</b>	<b>3,976,075</b>	<b>9,951,462</b>	<b>5,510,198</b>	<b>15,461,661</b>
In Kind Contribution (Buffett Institute Indirect)	232,162		232,162	218,352		218,352	224,091		224,091	230,075		230,075	904,680		904,680
Residual Contribution Estimate	180,000		180,000	180,000		180,000	180,000		180,000	180,000		180,000	720,000		720,000
<b>Total Contract Amount</b>	<b>2,141,620</b>	<b>1,311,380</b>	<b>3,453,000</b>	<b>2,003,521</b>	<b>1,354,479</b>	<b>3,358,000</b>	<b>2,069,915</b>	<b>1,399,086</b>	<b>3,460,000</b>	<b>2,120,747</b>	<b>1,445,254</b>	<b>3,566,000</b>	<b>8,326,802</b>	<b>5,510,198</b>	<b>13,837,000</b>

**Notes:**

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

**Level 1 - Full Implementation:**

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

**Level 2 - Professional Development:**

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

**Level 3 - Customized Assistance:**

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

**BECI Program Administration & Communications:**

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

**Salaries & Benefits:**

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

**Budget for Years 2 - 4:**

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

**Evaluation:**

Separately budgeted as Learning Community expenditure.



# EARLY CHILDHOOD PLAN AGREEMENT

## Exhibit "D"

### Plan Evaluation Budget

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

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

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

**Salaries & Benefits:**

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

**Buffett Institute Match**

BECI Match will equal Learning Community contract amount

# EARLY CHILDHOOD PLAN AGREEMENT

## Exhibit "E"

### Certificate of Insurance

CERTIFICATE OF INSURANCE		DATE
<b>PRODUCER</b> BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE LINCOLN NE 68583	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
<b>INSURED</b> BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE LINCOLN NE 68583	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A: Self Insured Trust Agreement	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	SELF INSURED TRUST	7/1/2021	7/1/2022	EACH OCCURRENCE
						\$1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				
		MED EXP (Any one person)				
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON - OWNED AUTOS	SELF INSURED TRUST	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea Occurrence)
						\$1,000,000
		BODILY INJURY (per person)				
		BODILY INJURY (per accident)				
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				PROPERTY DAMAGE (per accident) Auto Only - Ea Accident Other than Auto Only: EA ACC AGG
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E. L. EACH ACCIDENT E. L. DISEASE-EA EMPLOYEE E. L. DISEASE-POLICY LIMIT
		<b>OTHER</b>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Evidence of coverage for the University of Nebraska

CERTIFICATE HOLDER	CANCELLATION
Learning Community of Douglas & Sarpy Counties 1612 N. 24th Street Omaha, NE 68110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE: Christopher J. Kabourek



Pete Ricketts, Governor

**CERTIFICATE OF SELF-INSURANCE, STATE OF NEBRASKA**

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

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

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

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

*Allen D. Simpson*

Allen Simpson  
State Risk Manager

6/2/2021

Date

Allen D Simpson, State Risk Manager

Department of Administrative Services | RISK MANAGEMENT

PO Box 94974  
Lincoln, Nebraska 68509-4974

1526 K Street, Ste. 220  
Lincoln, Nebraska 68508

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

[das.nebraska.org](http://das.nebraska.org)

**Certificate Of Completion**

Envelope Id: C63EA2A6F3F84354B1FD63F2AACC7AD2	Status: Completed
Subject: Please DocuSign: New Agreement between the Learning Community and Buffett Institute	
Source Envelope:	
Document Pages: 27	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Disabled	Julie Gottula
Time Zone: (UTC-06:00) Central Time (US & Canada)	1400 R St.
	Lincoln, NE 68588
	juliegottula@nebraska.edu
	IP Address: 137.48.255.219

**Record Tracking**

Status: Original	Holder: Julie Gottula	Location: DocuSign
8/17/2021 9:19:03 AM	juliegottula@nebraska.edu	

**Signer Events**

Signature	Timestamp
Bradley Ekwerekwu bekwerekwu@learningcommunityds.org Security Level: Email, Account Authentication (Optional)	Sent: 8/17/2021 9:27:58 AM Viewed: 8/17/2021 3:52:52 PM Signed: 8/17/2021 3:54:06 PM
Signature Adoption: Pre-selected Style Using IP Address: 174.74.6.252	

**Electronic Record and Signature Disclosure:**

Accepted: 8/17/2021 3:52:52 PM  
ID: 967f1d8c-6566-4c94-869b-56193cb0bd0d

**In Person Signer Events**

Signature	Timestamp
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**Editor Delivery Events**

Status	Timestamp
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**Agent Delivery Events**

Status	Timestamp
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**Intermediary Delivery Events**

Status	Timestamp
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**Certified Delivery Events**

Status	Timestamp
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**Carbon Copy Events**

Status	Timestamp
UNL OSP Awards unlospawards@unl.edu Security Level: Email, Account Authentication (Optional)	Sent: 8/17/2021 3:54:07 PM

**COPIED**

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events**

Signature	Timestamp
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**Notary Events**

Signature	Timestamp
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**Envelope Summary Events**

Status	Timestamps
Envelope Sent	8/17/2021 9:27:58 AM
Certified Delivered	8/17/2021 3:52:52 PM
Signing Complete	8/17/2021 3:54:06 PM
Completed	8/17/2021 3:54:07 PM

**Payment Events**

Status	Timestamps
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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