

Learning Community Coordinating Council Meeting Agenda

June 20, 2024 – 6:00 p.m.

1612 North 24th Street, Omaha, Nebraska 68110

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

The subjects to be discussed or considered, or upon which any formal action may be taken, are as follows: **

I. **Opening the Meeting:**

- a. **Call to order:** The regular May meeting of the Learning Community Coordinating Council is called to order on June 20, 2024, at ____ p.m.
- b. **Council Mission Statement:** Together with school districts and community organizations as partners, we demonstrate, share, and implement more effective practices to measurably improve educational outcomes for children and families in poverty.
- c. **Public Notice and Compliance with the Nebraska Open Meetings Law:** Public Notice was published in The Daily Record on June 13, 2024, and on the Learning Community Website.
- d. **Council Roll Call:** Present: _____ Excused: _____ Absent: _____ Quorum: _____
- e. **Pledge of Allegiance:** Please stand and face the flag for the Pledge of Allegiance.

II. **Public Comment:** Is there any public comment?

III. **Reports:**

- a. Chair Report
 - i. 2024 National Community Schools and Family Engagement Conference
- b. CEO Report
- c. Treasurer Report
- d. Legal Counsel
- e. Foundation

IV. **Consent Agenda:**

Unless removed from the consent agenda, items identified within the consent agenda will be acted on in the same motion.

- a. **Minutes of the May 23, 2024, meeting of the Council**

b. Achievement Subcouncil

- i. **Action Item:** Achievement Subcouncil 1 - Motion authorizing the CEO to enter ELC programming agreements with Bennington Public Schools. The organization is to fund instructional coaching in the amount of \$17,632.91, for the FY25 – FY27 fiscal years. Authorization is contingent upon the Coordinating Council’s approval of the FY25/FY26/FY27 elementary levy and budgets.
- ii. **Action Item:** Achievement Subcouncil 2 - Motion authorizing the CEO to amend the written agreement with Omaha Public Schools for the Intensive Early Childhood partnership, to subcontract services with Child Saving Institute/Kid Squad for FY25 and FY26. Not to exceed a total of \$312,316. Authorization is contingent upon the Coordinating Council’s approval of the FY25 and FY26 elementary levy and budgets.
- iii. **Action Item:** Achievement Subcouncil 2 - Motion to approve the Learning Community Center of North Omaha special project request of \$116,922.50.
- iv. **Action Item:** Achievement Subcouncil 4 and Achievement Subcouncil 6 - Motion to authorize the CEO to enter ELC programming agreements with Gretna Public Schools. The organization is to fund Behavioral Coaching for \$17,141.37, for FY25 and FY26. Authorization is contingent upon the Coordinating Council’s approval of the FY25 and FY26 elementary levy and budgets.

c. ELD subcommittee

- i. **Action Item:** Motion to authorize the CEO to enter ELC programming agreements with Bellevue Public Schools. The organization is to fund Instructional Coaching for \$309,000.00, for the FY 25, FY26, and FY27 fiscal years. Authorization is contingent upon the Coordinating Council’s approval of the FY25, FY26 and FY27 elementary levy and budgets.

d. Executive Committee

- i. **Action Item:** Motion to authorize the CEO to approve and sign ELC programming agreements with Springfield Platteview Community Schools for FY25 and FY26 years, to fund the Extended Learning by \$4,466 per year. Authorization is contingent upon the Coordinating Council’s approval of the FY25/FY26 elementary levy and budgets.
- ii. **Action Item:** Motion to authorize the CEO to approve and sign the Service Provider Agreement with OneWorld Community Health Centers, Inc. for the operation of the Learning Community Center of South Omaha. Amounts from the Elementary Learning Center Fund Budget are not to exceed as follows: \$2,624,603 in FY25, \$2,684,374 in FY26, \$2,747,500 in FY27 and \$2,827,085 in FY28. Authorization is contingent upon the Coordinating Council’s approval of the FY25, FY26, FY27 and FY 28 Learning Community budgets.

- iii. **Action Item:** Motion to recommend the authorization of the CEO to approve and sign the Service Provider Agreement, for the operation of Learning Community school site locations in South Omaha, with OneWorld Community Health Centers, Inc. Amounts from the Elementary Learning Center Fund Budget are not to exceed \$558,978 in FY25, \$846,855 in FY26, \$869,406 in FY27, and \$893,467 in FY28. Authorization is contingent upon the Coordinating Council’s approval of the FY25, FY26, FY27 and FY28 Learning Community budgets.
- iv. **Action Item:** Motion to move the Coordinating Council Meeting to August 22, 2024, to allow time for the close of financial documents and meeting of the subcommittees.

Motion: To approve the consent agenda as presented. First: _____ Second: _____
 Discussion: _____
 Moved to vote: Yes _____ No _____ Abstain _____. Motion passed _____ failed _____

V. **Subcommittee Reports:**

- a. Elementary, Learning, and Diversity (ELD) subcommittee:
- b. Budget, Finance, and Audit subcommittee:
- c. Legislative subcommittee:
 - i. **Action Item:** Motion to approve the Learning Community Partnership Policy.

First: _____ Second: _____
 Discussion: _____
 Moved to vote: Yes _____ No _____ Abstain _____. Motion passed _____ failed _____

- d. Administration and Personnel Subcommittee:

VI. **Programming Update:**

- a. Centers Updates:
- b. District Initiatives:
 - i. **Action Item:** Motion to approve the District Initiatives 2.0 not to exceed \$2,819,903.40 to cover FY25 FY26, FY27, FY28, and FY29. Authorization is contingent upon the Coordinating Council’s approval of the FY25, FY26, FY27, FY28 and FY29 Learning Community elementary levy and budgets.

First: _____ Second: _____
 Discussion: _____
 Moved to vote: Yes _____ No _____ Abstain _____. Motion passed _____ failed _____

- ii. **Action Item:** Motion to authorize the CEO to enter into a written agreement with Omaha Public Schools for the Intensive Early Childhood partnership, as described in the contract for FY25, FY26 and FY27 with funding from Subcouncil 5 elementary levy funds, not to exceed a total of \$3,096,143.83. Authorization is contingent upon the Coordinating Council’s approval of the FY25, FY26, and FY27, Learning Community elementary levy and budgets.

First: _____ Second: _____

Discussion: _____

Moved to vote: Yes _____ No _____ Abstain _____. Motion passed _____ failed _____

c. Superintendents’ Early Childhood Plan:

- i. **Action Item:** Motion to approve the revised budget for the contract year FY25 in the amount not to exceed \$3,766,001. Authorization is contingent upon the Coordinating Council’s approval of the FY25 Learning Community elementary levy and budget.

First: _____ Second: _____

Discussion: _____

Moved to vote: Yes _____ No _____ Abstain _____. Motion passed _____ failed _____

VII. **New Business:**

a. Avenue Scholars

- i. **Action Item:** Motion to authorize the CEO to approve and sign the proposal with Avenue Scholars to not exceed, \$911,000 for FY25, \$ 1,374,111 for FY26, and \$1,639,111 for FY27. Authorization is contingent upon the Coordinating Council’s approval of the FY25, FY26, and FY27 Learning Community elementary levy and budgets.

Motion: First: _____ Second: _____

Discussion:

Moved to vote: _____ Yes _____ No _____ Abstain. Motion passed _____ failed _____

b. D2 Center Presentation and proposal

- i. **Action Item:** Motion to authorize the CEO to approve and sign the proposal with The D2 Center proposal not to exceed \$249,758 for FY25. Authorization is contingent upon the Coordinating Council’s approval of the FY25 Learning Community elementary levy and budget.

Motion: First: _____ Second: _____

Discussion:

Moved to vote: _____ Yes _____ No _____ Abstain.

Motion passed _____ failed _____

c. Interview Candidates for Appointment to the Subcouncil 3 Vacancy. There we no candidates for Subcouncil 4.

i. Candidate 1 – Jermaine Ballard, Candidate 2 – Warren Whitted, Jr

ii. **Action Item:** Vote by written ballot to select the appointee.

First Round: Candidate 1: _____ Yes _____ No _____ Abstain.

Adjournment: Meeting adjourned at: _____

Next Meeting – August 22, 2024, at 6 p.m. – Learning Community Center of North Omaha, 1612 North 24th Street, Omaha, NE 68110

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

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

UPCOMING LEARNING COMMUNITY EVENTS:

LC Coordinating Council	August 22, 2024, 6:00 p.m. Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE 68110
Subcouncil #1	TBA
Subcouncil #2	TBA
Subcouncil #3	TBA
Subcouncil #4	TBA
Subcouncil #5	TBA
Subcouncil #6	TBA

HANDOUTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS

- Minutes from May 23, 2024, Coordinating Council Meeting
- CEO Report

- Financial Report
- ELD Materials for Action Items
- Learning Community Partnership Policy – Draft
- CEO Search Timeline
- Interim CEO Contract Extension
- LCCNO Updates
- LCCSO Updates
- Avenue Scholars
- District Initiatives 2.0
- Subcouncil 3 Application – Jermaine Ballard
- Subcouncil 3 Application – Warren Whitted, Jr.

1612 North 24th Street
Omaha, Nebraska 68110
Phone: 402.964.2405

**Interim
Chief Executive Officer**
Gerald M. Kuhn, II

COORDINATING COUNCIL OFFICERS

Chair
Mark Hoeger

Vice Chair
Sharnell Shelton

Secretary
Douglas Brady

Treasurer
Tim Hall

COUNCIL MEMBERS

Achievement Subcouncil 1

Brooke Givens
Cynthia Johnson

Achievement Subcouncil 2

Carol Hahn
Sharnelle Shelton

Achievement Subcouncil 3

Mark Hoeger
Vacant

Achievement Subcouncil 4

Raquel Dixon Rodriguez
Vacant

Achievement Subcouncil 5

Douglas Brady
Tonya Ward

Achievement Subcouncil 6

Andrew Brock
Tim Hall

MISSION

Together with school districts and community organizations as partners, we demonstrate, share and implement more effective practices to measurably improve educational outcomes for children and families in poverty.

VISION

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June 20, 2024, LCCC MEETING

CEO REPORT

1. Please review the Centers Update meeting materials to learn more about current events going on at the Centers. This report includes multiple updates on current and future programming and family engagement at LCCNO and LCCSO.
2. At tonight's meeting, there are two candidates for the Learning Community Coordinating Council vacancy in Sub-district 3. Serving on the Coordinating Council is a wonderful opportunity to help further the mission.
3. Thanks to all the staff, Coordinating Council, and LC families that participated in the Juneteenth parade and festival Saturday, June 15, 2024. There were several positive takeaways from being a sponsor of the festival. The Learning Community of Douglas and Sarpy County will continue to participate in similar events. LCCC members are encouraged to promote and attend such events in the future.
4. Cox has upgraded our phone system. The new system will allow greater mobility and has more functions to better assist staff. Learning Community will save 700.00 a month with this phone system.
5. Three staff members and three council members attended the National Community Schools and Family Engagement Conference in Atlanta, Ga from May 28th to May 31st. This conference provided the attendees with 13 hours of continuing education credits and a certification of completion from the Conference. Next year, the plan is for the Learning Community to present at this same conference in Minneapolis, Minnesota.
6. Nebraska Association of School Boards will be facilitating our timeline in completing our next strategic plan. The goal is to have this completed by the end of August 2024.
7. Andrew has accepted the Finance Director position for the Learning Community. He has over 12 years of finance experience with his most recent appointment as the Deputy Director of Finance for the Department of Health and Human Services for the State of Nebraska.
8. There are several items that are on tonight's agenda that will require a vote from this Coordinating Council. Each item has been thoroughly vetted to ensure that it falls within the mission and vision of the learning community.

LEARNING COMMUNITY OF DOUGLAS SARPY
General Ledger Trial Balance
As of Jun 30, 2024

Filter Criteria includes: Report order is by ID. Report is printed in Detail Format.

Account ID	Account Description	Per May 2024 TB	Per 2023.08 TB	Estimated FY 2024 based on prorated actuals	May-24	Prorated estimate	Aug-23	Variance Projected FY 24 vs. Audited FY23	Note
01000.000.07.00	CASH - ELC OP 86927	797,945.98	(690,462.44)						
01010.000.04.00	CASH- R&E 86919	350,000.00	313,974.58						
01010.000.06.00	CASH - CAP PROJ 86935	350,000.00	296,616.75						
01020.000.02.00	Sweep Account	7,429,272.97	7,500,000.00						
01020.000.03.00	Goldman Sweep Account	16,076,616.41	14,972,835.45						
Cash and cash equivalents		-			25,003,835		22,392,964		
01093.000.01.00	Life/Vision Insurance Payable	613	462						
01094.000.01.00	EMPLOYEE GARNISHMENTS PAYABLE	(70)	-						
01096.000.01.00	FLEX PLAN PAYABLE	15,265	6,714						
01098.000.01.00	SIMPLE IRA PLAN PAYABLE	(3,728)	-						
01099.000.01.00	FUND BALANCE	(22,383,132)	(17,461,033)						
11110.000.05.00	LOC PROP TAX - CAP PROJ (1070)	(701,956)	(1,000,515)	(935,941)				(64,573)	FY24 lower because Aug and April are big months. Aug will be big deposit
11110.000.06.00	LOC PROP TAX - ELC LEVY	(7,213,746)	(11,863,202)	(9,618,328)				(2,244,874)	month
11410.000.01.00	Interest - Main OP	(489,073)	(389,076)	(652,098)				263,022	
11410.000.06.00	INTEREST - ELC OP	(112,603)	(117,658)	(150,137)				32,479	
11910.000.01.00	Loc. Rentals - Equip/Prop. Rev		(216)	-				(216)	
11990.000.01.00	Other Local Receipts		(5,600)	-				(5,600)	
12210.000.03.00	ESU RECEIPT (RESTRICED)	(645,844)	(706,910)	(861,125)				154,215	
13110.000.01.00	State Aid	(470,000)	(470,000)	(626,667)				156,667	
Total Receipts					(9,633,222)	(12,844,296)	(14,553,176)	(1,708,880)	
22310.350.01.00	LCCC - ADVERTISING	1,505	1,018	2,006				(988)	
22310.635.01.00	LCCC - CONFERENCE REGISTRATION	1,538	97	2,050				(1,953)	
22310.318.01.00	LCCC-CONTRACTED SERVICES	-	30,938	-				30,938	
22310.381.01.00	LCCC - POSTAGE	-	80	-				80	
22310.450.01.00	LCCC- TECHNOLOGY/EQUIPMENT	-	75	-				75	
22310.674.01.00	LCCC-PARKING	-	29	-				29	
22310.630.01.00	LCCC - DUES AND MEMBERSHIPS	3,300	-	4,400				(4,400)	
22310.676.01.00	LCCC - MEALS	985	567	1,314				(747)	
22310.671.01.00	LCCC - MILEAGE	185	164	246				(83)	
22310.410.01.00	LCCC - OFFICE SUPPLIES	282	1,170	377				793	
22310.677.01.00	LCCC-LODGING	1,365	583	1,821				(1,238)	
22310.319.01.00	LCCC-OTHER PROF/TECH	1,479	2,883	1,972				910	
Total Coordinating Council Disbursements		-			10,640	14,186	37,603	23,417	
21100.690.01.01	ELC - OTHER MISC EXPENSES	88	-	117				(117)	
21100.690.06.01	ELC - OTHER MISC EXPENSES	273	336	364				(28)	
21100.319.03.02	ELC & PILOTS EVAL-OTH SRVCS	323,711	448,113	431,615				16,497	
21100.282.06.01	ELC -STAFF DEVEL ASST	-	1,647	-				1,647	
21100.410.06.22	ELC -SUPPLIES	-	78	-				78	
21100.660.06.01	ELC -TRAINING COSTS	-	2,025	-				2,025	
21100.334.01.01	ELC -VEHICLE REP /MAINTENANCE	144	-	192				(192)	
21100.334.06.01	ELC -VEHICLE REP./MAINTENANCE	513	4,978	683				4,295	
21100.350.06.01	ELC-ADMIN-ADVERTISING	121,190	122,731	161,587				(38,856)	
21100.210.06.01	ELC-ADMIN-DIR.-PAYROLL TAXES	6,246	7,291	8,329				(1,037)	
21100.220.06.01	ELC-ADMIN-DIR.-RETIREMENT	1,333	-	1,777				(1,777)	
21100.105.06.01	ELC-ADMIN-DIRECTOR SALARY	88,838	100,625	118,450				(17,825)	
21100.230.06.01	ELC-ADMIN-DIRECTOR-HEALTH INS	16,498	21,515	21,997				(482)	
21100.290.06.01	ELC-ADMIN-DIRECTOR-OTHER BEN.	552	1,104	736				368	
21100.319.06.01	ELC-DIRECTOR OTHER PROF SRVCS	-	221	-				221	
21100.635.06.01	ELC-DIRECTOR-CONF REGISTRATION	1,698	-	2,264				(2,264)	
21100.630.06.01	ELC-DIRECTOR-DUES&MEMBERSHIP	-	214	-				214	
21100.677.06.01	ELC-DIRECTOR-LODGING	-	206	-				206	
21100.676.06.01	ELC-DIRECTOR-MEALS	98	297	130				167	

LEARNING COMMUNITY OF DOUGLAS SARPY
General Ledger Trial Balance
As of Jun 30, 2024

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21100.671.06.01	ELC-DIRECTOR-MILEAGE	1,767	71	2,356				(2,286)	
21100.410.06.01	ELC-DIRECTOR-SUPPLIES	-	177	-				177	
21100.341.06.00	ELCFund-LC-ADMIN-BUS. INS.	87,327	85,019	116,436				(31,417)	
21100.317.06.00	ELCFund-LC-ADMIN-LEGAL	29,275	71,944	39,033				32,911	
21100.311.06.00	ELCFund-LC-ADMIN-LOBBY	20,492	30,117	27,322				2,794	
21100.319.03.10	ELC-GOALS EVAL-OTH SRVCS	-	62,500	-				62,500	
21100.318.06.20	ELC-NO CTR-CONT SERVICES	1,185	-	1,580				(1,580)	
21100.326.05.51	ELC-NO CTR-OCCUPANCY	489,739	688,087	652,985				35,102	
21100.410.06.21	ELC-NO CTR-SUPPLIES	-	16	-				16	
21120.210.06.20	ELC-NO-OPER-ADMIN-PAYROLL TAX	3,710	1,484	4,947				(3,463)	
21120.220.06.20	ELC-NO-OPER-ADMIN-RETIREMENT	7,061	5,331	9,415				(4,084)	
21120.140.06.20	ELC-NO-OPER-ADMIN-WAGES	46,005	18,364	61,340				(42,976)	
21120.672.06.20	ELC-NO-OPER-AIRFARE	2,843	-	3,790				(3,790)	
21120.635.06.20	ELC-NO-OPER-CONF REGISTRATION	3,600	-	4,800				(4,800)	
21120.318.06.20	ELC-NO-OPER-CONT SERVICES	3,007	1,205	4,009				(2,804)	
21120.530.06.20	ELC-NO-OPER-FURN&EQUIP	405	-	540				(540)	
21120.677.06.20	ELC-NO-OPER-LODGING	5,175	-	6,900				(6,900)	
21120.319.06.20	ELC-NO-OPER-OTHER PROF/TEC SRV	6,278	175	8,370				(8,195)	
21120.320.06.20	ELC-NO-OPER-REP&MAINT-LCCNO	7,200	4,513	9,600				(5,087)	
21120.410.06.20	ELC-NO-OPER-SUPPLIES	828	7,041	1,104				5,937	
21120.660.06.20	ELC-NO-OPER-TRAINING COSTS	-	1,190	-				1,190	
21126.350.06.20	ELC-NO-P&FE-ADMIN-ADVERTISING	-	459	-				459	
21126.635.06.20	ELC-NO-P&FE-ADMIN-CONF REG	-	175	-				175	
21126.318.06.20	ELC-NO-P&FE-ADMIN-CONT SRVCS	44,634	526,607	59,512				467,095	
21126.530.06.20	ELC-NO-P&FE-ADMIN-FURN&EQUIP	2,997	120	3,996				(3,876)	
21126.230.06.20	ELC-NO-P&FE-ADMIN-HLTH/DNT INS	107,884	71,077	143,846				(72,769)	
21126.671.06.20	ELC-NO-P&FE-ADMIN-MILEAGE	785	406	1,046				(640)	
21126.290.06.20	ELC-NO-P&FE-ADMIN-OTHER BENEFI	4,394	6,723	5,859				865	
21126.674.06.20	ELC-NO-P&FE-ADMIN-PARKING	-	2,096	-				2,096	
21126.674.06.20	ELC-NO-P&FE-ADMIN-PARKING	111	2,096	148				1,948	
21126.210.06.20	ELC-NO-P&FE-ADMIN-PAYROLL TAX	37,495	36,101	49,993				(13,892)	
21126.320.06.20	ELC-NO-P&FE-ADMIN-REP&MAINT	1,143	-	1,524				(1,524)	
21126.110.06.20	ELC-NO-P&FE-ADMIN-SALARIES	434,906	406,729	579,875				(173,146)	
21126.410.06.20	ELC-NO-P&FE-ADMIN-SUPPLIES	23,023	27,518	30,697				(3,179)	
21126.675.06.20	ELC-NO-P&FE-ADMIN-TAXI	-	88	-				88	
21126.675.06.20	ELC-NO-P&FE-ADMIN-TAXI	307	88	409				(322)	
21126.321.06.20	ELC-NO-P&FE-ADMIN-TECH SRVCS	3,510	11,764	4,680				7,085	
21126.140.06.20	ELC-NO-P&FE-ADMIN-WAGES	54,552	54,935	72,736				(17,800)	
21125.410.06.20	ELC-NO-P&FE-FRR-SUPPLIES	-	2,245	-				2,245	
21126.319.06.20	ELC-NO-P&FE-OTHER PROF/TEC SRV	26,620	62,333	35,493				26,840	
21121.385.06.20	ELC-NO-P&FE-S1-COMMUNICATIONS	33,700	16,916	44,933				(28,017)	
21121.318.06.20	ELC-NO-P&FE-S1-CONT SERVICES	7,545	10,975	10,060				915	
21121.318.06.21	ELC-NO-P&FE-S1-CONT SERVICES 2	-	352	-				352	
21121.319.06.20	ELC-NO-P&FE-S1-OTH PRF/TCH SRV	126	4,024	168				3,856	
21121.410.06.20	ELC-NO-P&FE-S1-SUPPLIES	-	4,168	-				4,168	
21122.318.06.20	ELC-NO-P&FE-S2-CONT SERVICES	-	9,337	-				9,337	
21122.410.06.20	ELC-NO-P&FE-S2-SUPPLIES	-	350	-				350	
21123.385.06.20	ELC-NO-P&FE-S3-COMMUNICATIONS	-	316	-				316	
21123.318.06.20	ELC-NO-P&FE-S3-CONT SERVICES	3,000	500	4,000				(3,500)	
21123.319.06.20	ELC-NO-P&FE-S3-OTH PRF/TCH SRV	-	209	-				209	
21123.410.06.20	ELC-NO-P&FE-S3-SUPPLIES	-	73	-				73	
21124.318.06.20	ELC-NO-P&FE-S4-CONT SERVICES	1,376	-	1,835				(1,835)	
21100.370.06.10	ELC-SC1-OTHER AGENCIES	141,662	44,664	188,882				(144,218)	
21101.318.06.20	ELC-SC2-CONT SERVICES	155,608	316,975	207,478				109,497	
21103.318.06.20	ELC-SC2-CONT SERVICES 3	-	2,088	-				2,088	
21100.370.06.30	ELC-SC3-OTHER AGENCIES	78,767	347,596	105,023				242,573	
21100.370.06.40	ELC-SC4-OTHER AGENCIES	290,745	82,964	387,660				(304,695)	
21100.370.06.51	ELC-SC5-OTHER AGENCIES	309,000	309,000	412,000				(103,000)	
21102.318.06.50	ELC-SC5-SO-CONT SERVICES	1,173,706	1,587,661	1,564,941				22,720	
21100.370.06.60	ELC-SC6-OTHER AGENCIES	-	161,336	-				161,336	
21100.326.05.21	ELC-SO CTR-OCCUPANCY	79,679	242,736	106,238				136,498	
21100.326.05.22	ELC-SO SATELLITE -OCCUPANCY	-	16,547	-				16,547	
21100.319.03.01	ELC-SUP PLAN EVAL-OTH SRVCS	222,052	153,696	296,070				(142,374)	
21100.370.06.01	ELC-SUP PLAN-OTHER AGENCIES	1,969,296	2,777,437	2,625,728				151,709	

LEARNING COMMUNITY OF DOUGLAS SARPY
General Ledger Trial Balance
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21100.326.05.52	ELC-WEST CTR-OCCUPANCY	-	1,620	-				1,620	
21100.000.01.01	ELEMENTARY LEARNING CENTERS	1,125	-	1,500				(1,500)	
21100.105.06.00	LC-ADMIN-CEO SALARY-ELC Levy	30,795	48,422	41,061				7,361	
21100.220.06.00	LC-ADMIN-ELC-RETIREMENT	1,467	3,589	1,956				1,633	
21100.210.06.00	LC-ADMIN-PAYROLL TAXES-ELCLevy	5,707	9,826	7,610				2,216	
21100.110.06.00	LC-ADMIN-REGULAR SALARIES	44,783	82,876	59,710				23,166	
21100.230.06.00	LC-ADMIN-STAFF-HEALTH/DENT INS	14,112	28,815	18,815				9,999	
21100.260.06.00	LC-ADMIN-STAFF-LIFE INSUR.	37	448	49				399	
21100.290.06.00	LC-ADMIN-STAFF-OTHER BENEFITS	(621)	1,929	(828)				2,757	
Total Elementary learning centers Disbursements					6,583,103	8,777,471	9,167,621	390,150	
22510.350.01.00	ADMIN - ADVERTISING	9,550	-	12,733				(12,733)	
22510.410.01.00	ADMIN - OFFICE SUPPLIES	5,968	4,911	7,957				(3,045)	
22510.381.01.00	ADMIN - POSTAGE	336	699	448				251	
22510.315.01.00	ADMIN - ACCOUNTING	34,831	28,066	46,441				(18,375)	
22510.314.01.00	ADMIN - AUDIT	13,998	-	18,664				(18,664)	
22510.601.01.00	ADMIN - BANK CHARGES	1,087	42	1,450				(1,408)	
22510.105.01.00	ADMIN - CEO SALARY	81,771	93,891	109,028				(15,138)	
22510.560.01.00	ADMIN - COMPUTER EQUIPMENT	6,096	-	8,129				(8,129)	
22510.316.01.00	ADMIN - DATA PROCESSING	4,389	-	5,852				(5,852)	
22510.630.01.00	ADMIN - DUES AND MEMBERSHIPS	840	6,575	1,120				5,455	
22510.671.01.00	ADMIN - MILEAGE	1,328	78	1,770				(1,692)	
22510.290.01.00	ADMIN - OTHER BENEFITS	11,217	3,017	14,956				(11,939)	
22510.319.01.00	ADMIN - OTHER PROF/TEC	7,188	8,829	9,585				(756)	
22510.490.01.00	ADMIN - OTHER SUPPLIES	122	-	163				(163)	
22510.351.01.00	ADMIN - PRINTING	2,778	3,333	3,704				(371)	
22510.110.01.00	ADMIN - REG SALARIES	131,908	160,698	175,878				(15,180)	
22510.220.01.00	ADMIN - RETIREMENT	3,078	6,959	4,104				2,855	
22510.210.01.00	ADMIN - SOCIAL SEC	16,137	19,442	21,516				(2,075)	
22510.384.01.00	ADMIN - WEBSITE	1,644	2,336	2,192				144	
22510.230.01.00	ADMIN -HEALTH/DENTAL	28,722	45,069	38,296				6,773	
22510.260.01.00	ADMIN- LIFE INSURANCE	1,236	701	1,647				(946)	
22510.676.01.00	ADMIN- MEALS	2,521	2,110	3,362				(1,251)	
22510.661.01.00	ADMIN- RECRUITMENT	11,807	1,674	15,742				(14,068)	
22510.321.01.00	ADMIN-TECHNOLOGY SRVCS	28,142	33,615	37,522				(3,908)	
Total Admin					6,288,571	8,384,762	8,628,456	243,694	

Learning Community Coordinating Council Meeting Minutes

May 23, 2024 – 6:00 p.m.

1612 North 24th Street, Omaha, Nebraska 68110

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

The subjects to be discussed or considered, or upon which any formal action may be taken, are as follows: **

- I. **Opening the Meeting:**
 - a. **Call to order:** The regular May meeting of the Learning Community Coordinating Council is called to order on May 23, 2024, at 6:06p.m.
 - b. **Council Mission Statement:** Together with school districts and community organizations as partners, we demonstrate, share, and implement more effective practices to measurably improve educational outcomes for children and families in poverty.
 - c. **Public Notice and Compliance with the Nebraska Open Meetings Law:** Public Notice was published in The Daily Record on May 17, 2024, and on the Learning Community Website.
 - d. **Council Roll Call:** Present: Brady, Brock, Givens, Hall, Hoeger, Johnson, Ward Excused: Rodreguiz, Shelton Absent: Hahn Quorum: Yes
 - e. **Pledge of Allegiance:** Please stand and face the flag for the Pledge of Allegiance.
- II. **Public Comment:** Is there any public comment? None
- III. **Reports:**
 - a. Chair Report- Initiative reports you will hear today will help you to understand our goals. We want to help all the districts meet the goal of helping all children.
 - b. CEO Report- lot of great things happening with the LC, Cinco De Mayo parade, debuted the minibus, awesome experience, a lot of families and kids, thanks to all the staff, families, council, and volunteers who attended. Information booth had a great turnout and directed several families and individuals to the website. Job Applications went up tremendously. Juneteeth, parade and Omaha Freedom Festival is Saturday, June 15. We would like to see the council joining us in our parade walk. Great news about out leases, signed a lease agreement with OEDC North- NEO there was no out clause in the previous agreement now we gave an out clause. South lease- they requested a rent increase of 8% for the lease with the help of council, we are saving 3% and will go up by 5% out 167 dollars. Location

opportunities, we are looking at the Corrigan building to expand the South Center- current center is filled to the capacity, 12K square feet, there is a full commercial kitchen, have council members take a look at it. I would like to look into that. We are hiring, please apply if you are interested. Awarded another 30k grant to our program. Kudos to Nayeli, Community Membership for families, 200 free tickets to the Children’s Museum, scheduling a meeting with the Zoo to see about our children having enriching things to do over the summer.

- c. Treasurer Report- no report to submit this month as we do not currently have a Director of Finance
 - i. FY2023 Audit Report is complete.
- d. Legal Counsel- no report
- e. Foundation- no report

IV. **Consent Agenda:**

Unless removed from the consent agenda, items identified within the consent agenda will be acted on in the same motion.

- a. Minutes of the April 18, 2024, meeting of the Council

b. ELD subcommittee

- i. **Action Item:** Upon recommendation of Elementary Learning and Diversity subcommittee, motion to authorize the interim CEO to enter ELC programming agreements with Child Saving Institute. The organization is to fund summer training opportunities for Childcare Care Providers in the amount of \$30,000. Summary Sheet (attached) for the 2023/2024 fiscal year. Approval is contingent upon Council approval of authorization of the elementary levy and the 2023/2024 fiscal year budget for the Learning Community.
- ii. **Action Item:** Upon recommendation of Elementary Learning and Diversity subcommittee, motion to authorize the interim CEO to enter ELC programming agreements with Metro Community College. The organization is to fund the CDA Enhancement Program Pilot Project in the amount of \$30,000. Summary Sheet (attached) for the 2023/2024 fiscal year. Approval is contingent upon Council approval of authorization of the elementary levy and the 2023/2024 fiscal year budget for the Learning Community.
- iii. **Action Item:** Upon recommendation of Elementary Learning and Diversity subcommittee, motion to authorize the interim CEO to enter ELC programming agreements with Collective for Youth. The organization is to fund extended learning/summer school enrichment opportunities in the amount of \$15,000. Summary Sheet (attached) for the 2023/2024 fiscal year. Approval is contingent upon Council approval of authorization of the elementary levy and the 2023/2024 fiscal year budget for the Learning Community.

c. Admin & Personnel Subcommittee

- i. **Action Item:** Upon Admin & Personnel Subcommittee, **motion** to separate the salary range of the CEO Job Description and approve the CEO Job Description. – Taking out and adding motion to approve the JD and Salary together
- ii. **Action Item:** Upon Admin & Personnel Subcommittee, **motion** to authorize the

interim CEO to continue to build out the RFP for a Marketing Agency, in collaboration with Council Member Rodriguez.

d. Executive Committee

- i. **Action Item:** Upon recommendation of Executive Committee, motion to authorize the interim CEO to enter ELC programming agreements with Ralston Public Schools. The organization is to fund Instructional Coaching in the amount of \$70,503.96. Summary Sheet (attached) for the 2024/2025 – 2026/2027 fiscal year. Approval is contingent upon Council approval of authorization of the elementary levy and the 2024/2025 fiscal year budget for the Learning Community.

Motion: To approve the consent agenda as presented. First: Hoeger Second: Hall

Discussion: Being as there was no discussion. Moved to vote.

Vote: Yes: Brady, Brock, Givens, Hall, Hoeger, Johnson, No: Ward Abstain_____.

Motion: Passed: Y Failed: _____

V. Programming Update:

a. Centers Updates:

- i. Learning Community of South Omaha Presentation – Anne O’Hara- with Caitlin, and another employee Lizabeth Ramirez. Giving high level information. I have 3 kids and I felt safe and never judged. Always pushed to do better and better my English, my son made friends, and learning new things, all of the center offered me I did a lot classes, finance, parenting class, prep class, tomorrow my daughter graduating from high school, and she is going to college and I am more involved in his education and I gained more confidence, the center offers to families it stays with them forever. I am proud of myself for doing this, One World is the benefit manager, always communicating what is happening with the staff. We teach classes and programing for children and parents. Working with South Omaha daycare owners. Grant writers are always looking to enhance. Shared data and shared a video. Mark went to the South Center’s family graduation ceremony, and you see all of the families that are impacted and then the generations that are impacted.
- ii. North Omaha Center – Restructuring at the center we have served 190 families and about 500 children. We are adding and dividing. We met with our staff, and they are excited and cheerful. This will allow them to reach numbers. We have about 12 staff members. Last week there was a family picnic, 1st Family Summer camp, time and commitment with the elementary’s schools are paying off. There will be Summer Kite and ice. We have grown about 90% from 90 to 190 families

b. District Initiatives:

- i. District Initiatives 2.0 Presentation
 - 1. Gerald talked about the importance of splitting the 2.8 million dollars amongst the 11 schools’ districts to help children and families in poverty. Fror over the next 5 years, we will hold them accountable to coming to the

- council meetings to speaking to how the programing. The schools that are used will have the signage of Learning Community. Shared the budget,
- 2. Superintendents- John Schwartz- Facts 23k children- 35 schools- we have students that are in poverty over 7K students that receive free reduced.
- 3. Mike Lucas – 6300 10 one middle school 40% poverty, 2 building over 50% and over 60%. Reading, Jason Buckingham Ralston- 35,00 students, 60% poverty, EL programs, shifting from sub to urban school, this will be game changer, extended learning, providing the services keep track of data and be exciting to report back
- 4. Melissa Fleut- DC West – smallest district with 1,100 students with 35% of poverty, summer resources Allow us to put a person and good program,
- 5. We will vote on this next month

c. Avenue Scholars Proposal

- i. Presentation by Ken Bird- Linsdey Decker -COO and President of Avenue Scholars- brought friends to share about their experience with the Avenue Scholars, history of the education in /Nebraska, full circle to be here, build and expand Avenue Scholars across the community that are on free and reduce lunch. Serve about 850 students in the high schools, - 18 schools- we help young adults outside of high school, career coaches that teach a class, support the success of young people , scholars in the program, in the program at Omaha South, and then at MCC, a part of the impact program, with their help I was able to MA, GED, Grateful for Avenue Scholars, rent, gas, food, helped prepare me interviews, with having families that are immigrants, I would not have been able to accomplish what I have Works at QLI. Arrived on the QLI in 2019, poured her, there are employers fighting over Miriam, great honor to be a part of a business partnership, Avenue scholars truly invest in their scholars, they are on-site to help with students and make sure to hold QLI accountable, they invest in their training, Dr. Schwarts, program is in two high schools, I have seen the program work, wrap around resources, they help them to be successful, it takes a village to raise a kid, when you bring a partner on board.

d. Superintendents’ Early Childhood Plan:

- i. BECI’s Presentation- expressing that tonight is a game changer and wanting to say that I am pleased to be here tonight. Leaders of Superintendents plan-early childhood plan.

VI. **Subcommittee Reports:**

- a. Elementary, Learning, and Diversity (ELD) subcommittee:
- b. Budget, Finance, and Audit subcommittee: Audit for the Finance is complete, 29 pages,
- c. Legislative subcommittee: No report
- d. Administration and Personnel Subcommittee: We have 3 options for the CEO Search hiring a

National Firm, hire Koley Jensen our attorneys, or the NASB. This is so we are doing our due diligence. We recommend hiring the NASB at 8K and they have an expensive reach and a large team to assist us.

Discussion: Brock is going to vote no and doesn't think that we should move forward, Ward said it is a large waste of money when we already have the perfect candidate in Mr. Kuhn. A Council member said we want the world to know we are hiring the correct person; Mr. Kuhn will be applying for the position and will be going through the vetting process like all other candidates. We want to be fully transparent in the hiring process. Ward stated that she is going to the press tomorrow morning. She stated she is happy we have the correct Black Man in the position. This upset several other members of the Council and Hoeger stated that we are doing the CEO search to have the competitive mark. Hall called for the question to move the motion forward.

- i. **Action Item:** Upon Admin & Personnel Subcommittee, **motion** to utilize the Nebraska School Board of Association to complete the CEO Search.

Motion: First: Hall Second: Givens
Moved to vote: Yes: Givens, Hoeger, Johnson, Hall No: Brady, Brock, Ward
Abstain: None
Motion passed: Y Failed _____

VII. New Business:

- a. Subcouncils 3 & 4: Being there were no qualified candidates in either sub council, Motion to reopen the applications to be voted on at the next Coordinating Council meeting.

Motion: First: _____ Second: _____
Discussion: No motion needed
Moved to vote: _____ Yes _____ No _____ Abstain. Motion passed _____ failed _____

VIII. Adjournment:

Meeting adjourned at: 8:37pm

Next Meeting – June 20, 2024, at 6 p.m. – Learning Community Center of North Omaha, 1612 North 24th Street, Omaha, NE 68110

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

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

UPCOMING LEARNING COMMUNITY EVENTS:

LC Coordinating Council

June 20, 2024, 6:00 p.m.

Learning Community Center of North Omaha,
1612 N. 24th Street, Omaha, NE 68110

Subcouncil #1	TBA
Subcouncil #2	June 10, 2024, 2 p.m. Learning Community Center of North Omaha Classroom C 1612 N. 24th Street, Omaha, NE 68110
Subcouncil #3	TBA
Subcouncil #4	TBA
Subcouncil #5	TBA
Subcouncil #6	TBA

HANDOUTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS

- Minutes from April 18, 2024, Coordinating Council Meeting
- CEO Report
- Learning Community Audit Report FY2023
- ELD Materials for Action Items
- CEO Job Description
- Ralston Public School Instructional Coaching FY 24-27 Proposal
- LCCNO Updates
- LCCSO Updates
- District Initiatives 2.0 Proposal Draft
- Draft SECP Year 4 Budget Proposal and Description
- New Programming Proposal: Avenue Scholars
-

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

**ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT
(Subcouncil #6)**

This ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT (“Agreement”) is entered into as of _____, 2024 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”) and **Springfield Platteview Community Schools**, a Nebraska political subdivision (“District”).

WHEREAS, Learning Community is statutorily authorized to establish a system of elementary learning centers to enhance the academic achievement of elementary students within Learning Community, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility; 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;

WHEREAS, Learning Community has determined that, in addition to offering programming through elementary learning centers, offering programming in partnership with member school districts, including District, is an effective means to fulfill its statutory mission; and

WHEREAS, District is willing to offer elementary learning programming in cooperation with Learning Community pursuant to this Agreement and the Act.

NOW THEREFORE, in consideration of the mutual agreements, promises and covenants set forth herein, Learning Community and District (each referred to herein individually as “Party” and collectively as “the Parties”) agree as follows:

1. Interlocal Agreement. 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 District by the Director of Learning, and on behalf of Learning Community by its Executive Director, Elementary Learning Centers (“ELC ED”).

2. Statement of Work

a. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby agrees to provide funding and District agrees to undertake and conduct the program(s) more specifically set forth in the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District and approved by Learning Community (including any amendments thereto) (collectively and individually, the “Program”), a summary of which is marked as Exhibit “A” attached hereto and by this reference incorporated herein (all references herein to the “Agreement” include the Agreement as supplemented by the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District).

b. The purpose of the Program is to enhance the academic success of elementary students of District, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility.

3. Performance Period. District will commence work on the Program and conclude such work on a timeframe consistent with the dates identified in the document(s) on Exhibit A (“Program Term”), which date(s) may be extended by mutual written agreement of the parties hereto. 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.

4. Fiscal Agent. District shall be the fiscal agent for the Program. As fiscal agent, District shall be solely responsible for compliance with the terms and conditions set forth in this Agreement related to the incurring of Program expenses, including the approval thereof, the payment of any and all bills and invoices related to the Program, and the submission of financial reports to Learning Community related to the Program.

5. Elementary Learning Center Program. The Program shall be implemented as an Elementary Learning Center program of Learning Community and District. Funding for the Program shall be provided from the Elementary Learning Center Fund Budget of Learning Community (the “Program Amount”). The Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The ELC ED shall, on behalf of and for Learning Community, have general oversight of the Program with regard to compliance by District with the terms of this Agreement, but shall have no authority with regard to the implementation, day-to-day operations or staffing of the Program, which shall be the sole responsibility of District.

6. Participants. District shall determine how many students will enroll in the Program and select the students that will participate in the Program; provided, however, that the Program shall not have an official enrollment of less than fifty percent (50%) of the projected enrollment set forth in the Program.

7. Program Funding.

a. The Program Amount will be paid in monthly installments over the course of the Initial Term and, if applicable, the Extended Term, and paid in arrears pursuant to statements submitted to Learning Community for costs incurred and services rendered by District 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, 2024 (i.e. covering September 2024). Upon the written request of Learning Community, District 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. The final monthly payment will be remitted subsequent to the termination of the Program or expiration of the Extended Term, whichever occurs first, and submission of the final report to Learning Community pursuant to Section 8.b of the Agreement. The final report will include a statement for Program services provided during the Initial Term and, if applicable, the Extended Term, which statement will set forth an itemized listing of expenses actually incurred by District 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 District, remit the final monthly payment to District within thirty (30) days after receipt of the final report; provided, however, that the amount remitted in the final monthly payment will not result in the total amount paid to District exceeding either the lesser of the budget amounts reflected on Exhibit A of the Agreement or the total amount of Program expenses actually incurred by District. If, upon receipt and review of

the final report, Learning Community has, after application of all remittances made pursuant to Section 7.a and this Section 7.b. of the Agreement, made payments to District which exceed the total amount of Program expenses actually incurred by District, District 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 Sections 7.a and 7.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 District in the performance of the services related to the Program.

d. District expressly agrees and acknowledges that District shall be solely and exclusively responsible for the day-to-day operations of the Program and for any and all payments to any contracted service providers contracted by District for services related to the Program. Learning Community shall not be responsible for any payment to any such contracted service providers for services related to the Program and District specifically acknowledges that Learning Community has no obligation for the day-to-day operations of the Program or for any payments of any kind or nature to any contracted service providers.

e. 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 District has not complied with the terms and conditions of this Agreement; (ii) to protect the purposes and objectives of the Program; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, District, or the Program.

f. District 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 termination of this Agreement by Learning Community in accordance with Section 12 herein. District further expressly acknowledges and agrees that funding of the Program following the first fiscal year is subject to change due to reallocation of funding within the subcouncils, availability of carryover funds from previous fiscal years, and ultimate approval by Learning Community.

8. Reporting.

a. Within sixty (60) days of the termination of the Program or expiration of the Program Term, whichever occurs first, District shall collect and report to the Munroe-Meyer Institute for Genetics and Rehabilitation, University of Nebraska Medical Center (“Evaluator”), the third-party evaluator of the Program retained by Learning Community, or such other qualified third-party evaluator retained by Learning Community and who is compliant with the Family Educational Rights and Privacy Act, as amended (“FERPA”), specified demographic and program evaluation data, as follows: (i) that data specified in the Program; and (ii) data mutually agreed upon by District, Learning Community and Evaluator. Learning Community acknowledges and agrees that any personally identifiable student information obtained by Evaluator from District pursuant to this Agreement is subject to FERPA, and in accordance with District’s position thereon, such personally identifiable information shall not be disclosed to Learning Community, and Learning Community will not be provided access to such personally identifiable information.

b. Within sixty (60) days of Program completion, District shall prepare and submit to Learning Community a written final Program report (“Report”). The Report shall include a narrative description of Program activities and accomplishments, including progress made on student learning outcomes and evaluation data described in the Program, and a detailed accounting of all expenditures made from payments received pursuant to Sections 7.a and 7.b. Said Report shall be submitted to the ELC ED. At the request of Learning Community, District shall make a live presentation of the Report to the appropriate achievement subcouncil of the Learning Community Coordinating Council and the Elementary Learning Centers Task Force.

9. Obligations of District.

a. District 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. District acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community. Prior to commencing the Program, District shall have submitted a fully-executed Statement of Assurances regarding the Program to Learning Community with this Agreement.

b. The ELC ED, or other designated representative of Learning Community, will be permitted to conduct pre-arranged site visit(s) to the Program during the Program Term in order to evaluate the Program, the provision of services, and the administration and implementation of the Program. For purposes of this Section 9.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than twenty-four (24) hours in advance.

c. Absent express approval from Learning Community, funds provided by Learning Community pursuant to this Agreement shall be accounted for separately in the financial books and records of District. District 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, and 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. District 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 District's books and records relating to the expenditure of any funds provided by Learning Community related to the Program.

d. District shall assure that all District employees providing services in conjunction with the Program shall have the appropriate credentialing or other licenses required by state law. District shall require, via contract with any contracted provider of Program services, that such third party shall require that its employees have the appropriate credentialing or other licenses required by state law.

e. District shall conduct, for its employees providing Program services who will, or may, directly interact with children a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check, and District shall require, via contract with any contracted provider of Program services, that such third party conduct said checks on all officers, employees and volunteers of said contracted provider involved with the Program who will, or may, directly interact with children. Neither District nor, if applicable, a contracted entity shall knowingly permit the involvement with the Program of any officer, employee or volunteer of said entity who does not pass all checks.

f. If applicable, District shall assure that all entities with whom District contracts to provide services for the Program have a license to operate in Nebraska.

g. District shall procure and maintain at all times during the Program Term, and, if applicable, shall require that all contracted service providers with whom District contracts for the Program procure and maintain at all times during the Program Term, the following minimum types and amounts of insurance:

i. Commercial General Liability Insurance providing coverage to District 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. District 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;

ii. Sexual Abuse & Molestation coverage with a limit of not less than \$500,000 each occurrence and \$1,000,000 in the annual aggregate;

iii. Professional or Educator's Legal Liability insurance with a limit of not less than \$1,000,000 each claim;

iv. Automobile Liability insurance with a combined single limit for bodily injury, death and property damage of not less than \$1,000,000 per accident, which coverage shall apply to all owned, hired and non-owned vehicles used by District, its employees, agents, representatives, or volunteers in conducting the Program;

v. Workers' Compensation Insurance covering District and its employees for all costs and statutory benefits and liabilities under the Nebraska Workers Compensation Act and any similar laws for its employees, and Employer's Liability Insurance with limits of not less than \$100,000 each employee injury, \$100,000 each employee disease, and \$500,000 policy limit for all accident injury or disease. District 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

vi. Umbrella / Excess Liability Insurance with limits of not less than \$1,000,000 each occurrence which shall provide additional liability coverage in excess of the Commercial General Liability, Auto Liability and Employer's Liability.

Before District or any contracted service provider shall be permitted to begin work or provide services, District and all such contracted service providers shall provide Learning Community with evidence of such insurance issued on a standard ACORD Certificate of Insurance as will meet all insurance requirements stated in this Agreement. It is the sole responsibility of District and any contracted service provider to provide Learning Community with written notice should any required insurance pursuant to this section be cancelled or non-renewed. Failure of District or a contracted service provider to provide and maintain all insurance required, or failure to provide written notice, shall not relieve District or such contracted service provider of its obligation under this Agreement.

By requiring insurance under this Agreement, Learning Community does not represent that the coverage and limits required will necessarily be adequate to protect District or its contracted service providers for all claims or amounts of loss. Such coverage and limits shall not be deemed or construed to be any limitation of District's, or its contracted service provider's, liabilities under any indemnification obligations provided to Learning Community under this Agreement.

h. District shall allow Learning Community 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. Learning Community may include information regarding the Program, any photographs provided by the parties, and any general information about the parties and their activities in any external communications of Learning Community; provided, however, that Learning Community shall not use any District logos or trademarks without the prior approval of District, which approval shall not be unreasonably withheld.

10. Obligations of Learning Community. Learning Community shall:

a. Provide funds to District in a manner consistent with the terms and conditions of this Agreement; and

b. Comply with the terms and conditions of this Agreement, as well as all applicable laws, rules, and regulations applicable to Learning Community

11. Warranties & Representations. District hereby warrants and represents to Learning Community that:

a. 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 District and the Program.

b. There is no fact known to District, its board members, officials, 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.

c. District is responsible for administering the Program in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Program. District acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community.

12. Termination. Either party may terminate this Agreement, with or without cause, at any time upon sixty (60) days prior written notice to the other party; provided, however, that performance may be terminated with immediate effect by Learning Community upon delivery of written notice to District if Learning Community determines, in its sole discretion, that District is in breach of this Agreement.

13. 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 North 24th Street
Omaha, Nebraska 68110
FAX: (402) 964-2478

If to District:

Dr. Ryan Saunders, Superintendent
Springfield Platteview Community Schools
14801 S. 108th Street
Springfield, Nebraska 68059
FAX: (402) 597-8551

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

14. 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. Neither party shall have any authority to bind the other party hereto.

15. Indemnification. District covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents, employees and representatives, and their successors and assigns, individually and 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 District, its employees or agents in administering the Program as specified in this Agreement, and District further agrees to pay all expenses in defending against any claims made against the Indemnified Parties; provided, however, that District shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Indemnified Parties.

16. 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.

17. Governing Law. This Agreement shall be interpreted according to the law of the State of Nebraska.

18. Citizenship Verification. District 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.

19. Compliance with Applicable Laws. The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Program, including, but not limited to, FERPA and Neb. Rev. Stat. § 84-712 to 84-712.09, as amended.

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

21. 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.

22. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

23. Assignment. This Agreement may not be assigned or transferred by either party to this Agreement except by written agreement of the non-assigning party.

24. Time is of the Essence. The Parties acknowledge and agree that time is of the essence with respect to the final execution of this Agreement. As such, in the event District fails to provide Learning Community with an executed copy of this Agreement by August 1, 2024, the offer to enter into this Agreement by Learning Community shall automatically expire and become null and void as of such date. At the discretion of Learning Community, this may result in the funding identified in this Agreement being reallocated to other districts within the subcouncil.

25. Entire Agreement. This Agreement, together with any exhibits or schedules hereto, constitutes the entire agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

[Signature page follows]

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

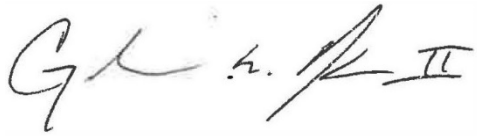
SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS, a Nebraska political subdivision

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

By: _____

Its: _____

Date: _____



By:

Its: Gerald M. Kuhn, II - Interim CEO

Date: May 15, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT

Exhibit "A"

Elementary Learning Center
Programming Description & Budget

(See Attached)

SUBCOUNCIL 6

Springfield Platteview Community Schools – Extended Learning / School Year



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

Extended Learning and Jumpstart to Kindergarten Proposals

PROPOSAL			
Summary			
Electronic File Name:	Proposal 2024/2025 – 2025/2026_LearningCommunity_DistrictName		
School District/Organization Name:	Springfield Platteview Community Schools		
Program Name:	Extended Math		
Program Category (choose only one)	<input type="checkbox"/> Extended Learning / Summer <input type="checkbox"/> Jumpstart to Kindergarten <input checked="" type="checkbox"/> Extended Learning / School Year		
Amount Requested:	\$4466.00		
Subcouncil: (choose only one)	<input type="checkbox"/> #1 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #6		
Program Start Date:	10/1/2024	Program End Date:	5/1/2025
Please use Attachment B to complete the following fields:		Total Cost of Program:	\$5000
# of Weeks Per Year of Program:	25	# Program Hours Per Week:	3
# of Students in Program:	24	Cost Per Child Per Program Hr:	\$2.78
Supporting Documents:	<input checked="" type="checkbox"/> We agree that by submitting this application, we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.		
	If the applicant is <u>not</u> a school district, you must provide <u>all</u> of the following: <input type="checkbox"/> letter of support from cooperating school district, <input type="checkbox"/> most recent organization audit from your legal, fiscal agent, <input type="checkbox"/> copies of accreditation or credentials of program staff supporting organizations' ability to deliver the program.		
	<input type="checkbox"/> On Attachment B, please provide the budget summary and cost-per-child per-hour.		

<p>Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.</p>	<p>We have had success with this program over the past several years. The goal is to bring a small group of students to grade-level expectations by the end of the school year in mathematics. We also want to build evaluation and intervention resources a teacher can utilize at a particular grade level or with a particular skill deficit when working with other struggling students. The program emphasizes a weekly collaborative effort between the classroom teacher and the interventionist. They design learning interventions for struggling students and provide them during the math block and added time outside the regular school day.</p>
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Contact Information	
Name and Title:	Heidi Zierott, Director of Learning
Organization:	Springfield Platteview Community
Email:	Heidi Zierott: heidi.zierott@spcsne.org
Phone:	402-592-1300
Street Address:	765 Main Street
City, State and ZIP Code:	Springfield, NE 68059

<p>1. Principle: Educational Need (Attachment A)</p>
<p>Educational Need – All Programs: Considering support services already in the buildings, please rank in order the schools with the highest needs for these services (highest to lowest). Needs statements for each building need only be filled out if requested in advance by the Learning Community.</p>
<p>Please report using Attachment A.</p>
<p>2. Principle: Program Design – Student Focus</p>
<p>a. Evidence-Based Research – New Programs Only: Briefly describe the scientific research that provides evidence the program will help students meet state and local academic achievement standards. Include references, for example (Jones & Chavez, 1999). References do not count toward word limitations. This section may be more limited if prior experience is listed in 2b.</p>
<p><i>(Please limit response to 200 words or less in the space below.)</i></p>
<p>The district will review the data for student deficiencies and then support them through direct instruction in that skill. The interventionists have experiences with the students through title services or special education. These services deeply support individual needs and will monitor their growth. Through the MTSS process, the district is reviewing the research based interventions and how best to ensure growth in their specific areas.</p>

b. Evidence of Program Outcomes – All Programs: Has this program previously been evaluated by UNMC Munroe Meyer? If so, please share any supplemental evaluation information from the district which may be helpful. If not, please share any district evaluation or evidence based research to demonstrate promising practice

How many students were served? 20. What was your measure of student achievement pre and post? MAP. Did you use Cohen's d or n^2 (or other) (if so, please specify)? NA. What was the statistical test used to measure change? NA. Describe the mathematical computation to calculate effect size: NA.

Example: # students=100 students. Measure: Bracken School Readiness Assessment, overall standard scores. Effect size change=d-0.61. Cohen's d. Paired samples t test was used. Using paired differences, divided mean (4.215_ by Std. Dev. (6.94103)=d=.061

What is the intensity of the program (duration, frequency)? 25 weeks; 3 hr/week

Was CLASS used to evaluate your program previously? No

If so, how many teachers were evaluated with CLASS during the last year? What were the mean CLASS scores in each domain?

What strategies is your program using to support teachers and other staff members' continuous improvement in these key teaching/learning interactions? One of the teachers has completed her math endorsement through UNL's Primarily Math program. We also reference the IES practice guide entitled, "Assisting Students Struggling with Mathematics: Response to Intervention for Elementary and Middle Schools. Teacher collaborative plan time is built into the program prior to and throughout the year. We support teachers with NWEA's MAP. Besides student math results, MAP provides a student profile and a learning continuum that shows where student skill deficits are and offers resources for skill practice. We also provide professional learning through book studies: *Math Sense: The Look, Sound, and Feel of Effective Instruction* by Christine Moynihan and *Number Talks* by Sherry Parrish.

c. Strong Personalized Learning – New Programs Only:

Provide a brief overview and describe how the program will personalize learning for the individual student to the fullest extent possible, providing the most appropriate, research-based instructional strategies focusing on identified student needs. New programs should demonstrate at least one year of implementing this evidenced-based program. Include references, for example (Jones & Chavez, 1999). References do not count toward word limitations.

(Please limit response to 200 words or less in the space below.)

d. Standards and Objectives – New Programs Only:

Describe how the program will operate on a plan for learning that is common to the Extended Learning/Jumpstart to Kindergarten Program and to the student's home school teacher(s). What is the intensity of the program (i.e. duration, frequency) and how do you know this dosage is effective? How will the program focus on an identified concept or skill for each individual student? The program should include: common standards for what is to be learned; common curricular objectives to monitor what is learned, report progress and evaluate program effectiveness; and list objectives open to acceleration beyond any level of minimum competency or grade level expectations.

(Please limit response to 200 words or less in the space below.)

The success is strongly based on the quality core materials used to support direct individualized instruction for the kids.

Please include effect size scores from the previous year's evaluation from Munroe Meyer. Cohen's $d=2.09$

e. Enrichment & Engagement Activities – New Programs Only:

How will any enrichment activities reinforce the academic goal? Describe strategies for parent engagement activities that include regular reporting of student progress and strategies to support the cognitive development of their children.

(Please limit response to 200 words or less in the space below.)

3. Principle: Program Design – Staff Focus

a. Staff Protocols – New Programs Only:

Describe the protocol process agreed upon with each school served to decide how students are identified for participation. How will you determine priorities among students who are identified? If the program runs during the academic year, describe what protocols will be established for communication between the program staff and regular classroom teacher(s). If the program runs during the summer, describe what protocols will be established so the regular teacher(s) provide a comprehensive profile of student need (with respect to the curriculum objectives) at the beginning of the program. Describe how the program staff then updates the progress in that profile.

(Please limit response to 200 words or less in the space below.)

b. Staff Qualifications – New Programs Only:

How will the quality of instructional staff in the Extended Learning/Jumpstart to Kindergarten Program meet or exceed the indicators of staff quality in the regular classroom? Particular emphasis should be placed on the need to realistically provide for more personalized instruction. (Non-school organizations must demonstrate a certified teacher oversees the daily operation of the program and is present at least 85% of program time.)

(Please limit response to 200 words or less in the space below.)

4. Knowledge Transfer:

Sharing of Best Practices – All Programs: To what extent would you be willing to network in sharing best practices and results with other providers?

(Please limit response to 200 words or less in the space below.)

Continue to network and support others by sharing data and specific materials that are used. Attendance has been a difficult one so looking at ways to continue to motivate attendance would be important for us.

5. Principle: Justified Budget for Program Support – Attachment B

Budget Summary/Justification – All Programs: Provide a detailed, itemized budget for each category of program income and expense on an attached document. Justify proposed expenditures by providing detail as to the purpose of the expenditure and the itemization of the expense (i.e. hourly rate or per item cost). Program budgets should balance (project income minus project expense = \$0). Please also indicate total cost of program, number of weeks per program, number of children and program hours per week.

Please complete Attachment B

Assurances – All Programs: The applicant understands by submitting this proposal that the applicant assures the Learning Community that they will comply with the assurances and will provide the listed information to ICPE-Munroe Meyer Institute for the 2016/2017 evaluation. The applicant understands that student identifiable data and district level data will be aggregated for the Learning Community and will, therefore, not be publically

The district or organization assures:

- All information, including attachments, is accurate and current to the best of the applicant's knowledge.
- If the funding allocation is different than the original proposal, we will send a revised program proposal within 2 weeks of notification.
- We will provide a final actual budget within 4 weeks of program completion.
- We will not utilize any of the third party evaluation information in teacher performance reviews.
- We will provide student level data to be reported to the external evaluation team linked by NSSRS ID number with key demographic variables (free or reduced lunch, SPED, ELL, gender, race, ethnicity, grade level). Data should be provided within 60 days of program completion.
- We will provide student level data for other key variables (NESA reading, writing, mathematics and science) and other information that districts systematically collect for K-6 (such as NWEA-MAP, FastBridge, or other district assessments). Data should be provided within 60 days of program completion. The MEFS will be collected pre and post for Jumpstart to Kindergarten Programs by UNMC/MMI evaluation team.
- We will submit parent, teacher, and/or surveys (as applicable) within 60 days of program completion.

I understand all of the above information is accurately and completely represented to the best of my knowledge. If Learning Community staff should have clarification questions, we agree to respond within two business days.

Superintendent/Organization Director Date

ATTACHMENT A

Subcouncil:

**Program Type (Extended Learning,
Jumpstart to Kindergarten):**

School District / Organization:

Building(s) Served (please include highest to lowest priority)	# of Studen ts per Building	ONLY IF REQUESTED BY LEARNING COMMUNITY: Needs Statement for each building. Data may include student demographics, performance, and unique needs.
Westmont Elementary	12	Staff Out of contract pay
Springfield Elementary	12	Staff Our of contract pay

ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in kind)	\$ 0	
Learning Community Request	\$	
Total Program Revenue	\$ -	
Program Expenses	Amount	Comment
Salaries & Wages	\$ 4140	<i>75 hrs per building. 150 hours total</i>
Insurance Benefits	\$ 850	
Transportation Costs	\$	
Training	\$	
Equipment	\$	

Supplies	\$	
Printing & Copying	\$	
Telephone & Internet	\$	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$	
Total Program Expenses	\$ 5000	

Total Cost of Program	# of Weeks Per Year of Program	# of Children in Program	# Program Hours Per Week
5000	25	24	3

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT
(Subcouncil #4)

This ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT (“Agreement”) is entered into as of June 7, 2024, by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Learning Community”) and Sarpy County School District 77-0037, a/k/a Gretna Public Schools (“District”).

WHEREAS, Learning Community is statutorily authorized to establish a system of elementary learning centers to enhance the academic achievement of elementary students within Learning Community, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility; 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;

WHEREAS, Learning Community has determined that, in addition to offering programming through elementary learning centers, offering programming in partnership with member school districts, including District, is an effective means to fulfill its statutory mission; and

WHEREAS, District is willing to offer elementary learning programming in cooperation with Learning Community pursuant to this Agreement and the Act.

NOW THEREFORE, in consideration of the mutual agreements, promises and covenants set forth herein, Learning Community and District (each referred to herein individually as “Party” and collectively as “the Parties”) agree as follows:

1. Interlocal Agreement. 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 District by the Superintendent, and on behalf of Learning Community by its Executive Director, Elementary Learning Centers (“ELC ED”).

2. Statement of Work

a. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby agrees to provide funding and District agrees to undertake and conduct the program(s) more specifically set forth in the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District and approved by Learning Community (including any amendments thereto) (collectively and individually, the “Program”), a summary of which is marked as Exhibit “A” attached hereto and by this reference incorporated herein (all references herein to the “Agreement” include the Agreement as supplemented by the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District).

b. The purpose of the Program is to enhance the academic success of elementary students of District, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility.

3. Performance Period. District will commence work on the Program and conclude such work on a timeframe consistent with the dates identified in the document(s) on Exhibit A (“Program Term”), which date(s) may be extended by mutual written agreement of the parties hereto. 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.

4. Fiscal Agent. District shall be the fiscal agent for the Program. As fiscal agent, District shall be solely responsible for compliance with the terms and conditions set forth in this Agreement related to the incurring of Program expenses, including the approval thereof, the payment of any and all bills and invoices related to the Program, and the submission of financial reports to Learning Community related to the Program.

5. Elementary Learning Center Program. The Program shall be implemented as an Elementary Learning Center program of Learning Community and District. Funding for the Program shall be provided from the Elementary Learning Center Fund Budget of Learning Community (the “Program Amount”). The Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The ELC ED shall, on behalf of and for Learning Community, have general oversight of the Program with regard to compliance by District with the terms of this Agreement, but shall have no authority with regard to the implementation, day-to-day operations or staffing of the Program, which shall be the sole responsibility of District.

6. Participants. District shall determine how many students will enroll in the Program and select the students that will participate in the Program; provided, however, that the Program shall not have an official enrollment of less than fifty percent (50%) of the projected enrollment set forth in the Program.

7. Program Funding.

a. The Program Amount will be paid in monthly installments over the course of Program Term, and paid in arrears pursuant to statements submitted to Learning Community for costs incurred and services rendered by District 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 September 5, 2024 (i.e. covering August 2024). Upon the written request of Learning Community, District 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. The final monthly payment will be remitted subsequent to the termination of the Program or expiration of the Program Term, whichever occurs first, and submission of the final report to Learning Community pursuant to Section 8.b 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 District 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 District, remit the final monthly payment to District within thirty (30) days after receipt of the final report; provided, however, that the amount remitted in the final monthly payment will not result in

the total amount paid to District exceeding either the lesser of the budget amounts reflected on Exhibit A of the Agreement or the total amount of Program expenses actually incurred by District. If, upon receipt and review of the final report, Learning Community has, after application of all remittances made pursuant to Section 7.a and this Section 7.b. of the Agreement, made payments to District which exceed the total amount of Program expenses actually incurred by District, District 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 Sections 7.a and 7.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 District in the performance of the services related to the Program.

d. District expressly agrees and acknowledges that District shall be solely and exclusively responsible for the day-to-day operations of the Program and for any and all payments to any contracted service providers contracted by District for services related to the Program. Learning Community shall not be responsible for any payment to any such contracted service providers for services related to the Program and District specifically acknowledges that Learning Community has no obligation for the day-to-day operations of the Program or for any payments of any kind or nature to any contracted service providers.

e. 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 District has not complied with the terms and conditions of this Agreement; (ii) to protect the purposes and objectives of the Program; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, District, or the Program.

f. District 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 termination of this Agreement by Learning Community in accordance with Section 12 herein. District further expressly acknowledges and agrees that funding of the Program following the first fiscal year is subject to change due to reallocation of funding within the subcouncils, availability of carryover funds from previous fiscal years, and ultimate approval by Learning Community.

8. Reporting.

a. Within sixty (60) days of the termination of the Program or expiration of the Program Term, whichever occurs first, District shall collect and report to the Munroe-Meyer Institute for Genetics and Rehabilitation, University of Nebraska Medical Center ("Evaluator"), the third-party evaluator of the Program retained by Learning Community, or such other qualified third-party evaluator retained by Learning Community and who is compliant with the Family Educational Rights and Privacy Act, as amended ("FERPA"), specified demographic and program evaluation data, as follows: (i) that data specified in the Program; and (ii) data mutually agreed upon by District, Learning Community and Evaluator. Learning Community acknowledges and agrees that any personally identifiable student information obtained by Evaluator from District pursuant to this Agreement is subject to FERPA, and in accordance with District's position thereon, such personally identifiable information shall not be disclosed to Learning Community, and Learning Community will not be provided access to such personally identifiable information.

b. Within sixty (60) days of Program completion, District shall prepare and submit to Learning Community a written final Program report (“Report”). The Report shall include a narrative description of Program activities and accomplishments, including progress made on student learning outcomes and evaluation data described in the Program, and a detailed accounting of all expenditures made from payments received pursuant to Sections 7.a and 7.b. Said Report shall be submitted to the ELC ED. At the request of Learning Community, District shall make a live presentation of the Report to the appropriate achievement subcouncil of the Learning Community Coordinating Council and the Elementary Learning Centers Task Force.

9. Obligations of District.

a. District 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. District acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community. Prior to commencing the Program, District shall have submitted a fully- executed Statement of Assurances regarding the Program to Learning Community with this Agreement.

b. The ELC ED, or other designated representative of Learning Community, will be permitted to conduct pre-arranged site visit(s) to the Program during the Program Term in order to evaluate the Program, the provision of services, and the administration and implementation of the Program. For purposes of this Section 9.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than twenty-four (24) hours in advance.

c. Absent express approval from Learning Community, funds provided by Learning Community pursuant to this Agreement shall be accounted for separately in the financial books and records of District. District 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 and 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. District 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 District's books and records relating to the expenditure of any funds provided by Learning Community related to the Program.

d. District shall assure that all District employees providing services in conjunction with the Program shall have the appropriate credentialing or other licenses required by state law. District shall require, via contract with any contracted provider of Program services, that such third party shall require that its employees have the appropriate credentialing or other licenses required by state law.

e. District shall conduct, for its employees providing Program services who will, or may, directly interact with children a criminal background check, a national sex offender registry check,

and a Nebraska Sex Offender Registry check, and District shall require, via contract with any contracted provider of Program services, that such third party conduct said checks on all officers, employees and volunteers of said contracted provider involved with the Program who will, or may, directly interact with children. Neither District nor, if applicable, a contracted entity shall knowingly permit the involvement with the Program of any officer, employee or volunteer of said entity who does not pass all checks.

f. If applicable, District shall assure that all entities with whom District contracts to provide services for the Program have a license to operate in Nebraska.

g. District shall procure and maintain at all times during the Program Term, and, if applicable, shall require that all contracted service providers with whom District contracts for the Program procure and maintain at all times during the Program Term, the following minimum types and amounts of insurance:

i. Commercial General Liability Insurance providing coverage to District 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. District 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;

ii. Sexual Abuse & Molestation coverage with a limit of not less than \$500,000 each occurrence and \$1,000,000 in the annual aggregate;

iii. Professional or Educator's Legal Liability insurance with a limit of not less than \$1,000,000 each claim;

iv. Automobile Liability insurance with a combined single limit for bodily injury, death and property damage of not less than \$1,000,000 per accident, which coverage shall apply to all owned, hired and non-owned vehicles used by District, its employees, agents, representatives, or volunteers in conducting the Program;

v. Workers' Compensation Insurance covering District and its employees for all costs and statutory benefits and liabilities under the Nebraska Workers Compensation Act and any similar laws for its employees, and Employer's Liability Insurance with limits of not less than \$100,000 each employee injury, \$100,000 each employee disease, and \$500,000 policy limit for all accident injury or disease. District 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

vi. Umbrella / Excess Liability Insurance with limits of not less than \$1,000,000 each occurrence which shall provide additional liability coverage in excess of the Commercial General Liability, Auto Liability and Employer's Liability.

Before District or any contracted service provider shall be permitted to begin work or provide services, District and all such contracted service providers shall provide Learning Community with evidence of such insurance issued on a standard ACORD Certificate of Insurance as will

meet all insurance requirements stated in this Agreement. It is the sole responsibility of District and any contracted service provider to provide Learning Community with written notice should any required insurance pursuant to this section be cancelled or non-renewed. Failure of District or a contracted service provider to provide and maintain all insurance required, or failure to provide written notice, shall not relieve District or such contracted service provider of its obligation under this Agreement.

By requiring insurance under this Agreement, Learning Community does not represent that the coverage and limits required will necessarily be adequate to protect District or its contracted service providers for all claims or amounts of loss. Such coverage and limits shall not be deemed or construed to be any limitation of District's, or its contracted service provider's, liabilities under any indemnification obligations provided to Learning Community under this Agreement.

h. District shall allow Learning Community 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. Learning Community may include information regarding the Program, any photographs provided by the parties, and any general information about the parties and their activities in any external communications of Learning Community; provided, however, that Learning Community shall not use any District logos or trademarks without the prior approval of District, which approval shall not be unreasonably withheld.

10. Obligations of Learning Community. Learning Community shall:

- a. Provide funds to District in a manner consistent with the terms and conditions of this Agreement; and
- b. Comply with the terms and conditions of this Agreement, as well as all applicable laws, rules, and regulations applicable to Learning Community

11. Warranties & Representations. District hereby warrants and represents to Learning Community that:

- a. 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 District and the Program.
- b. There is no fact known to District, its board members, officials, 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.
- c. District is responsible for administering the Program in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Program. District acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community.

12. Termination. Either party may terminate this Agreement, with or without cause, at any time upon sixty (60) days prior written notice to the other party; provided, however, that performance may be terminated with immediate effect by Learning Community upon delivery of

written notice to District if Learning Community determines, in its sole discretion, that District is in breach of this Agreement.

13. 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 North 24th Street
Omaha, Nebraska 68110
FAX: (402) 964-2478

If to District: Rex Anderson, Director of Curriculum,
Instruction, and Assessment
Gretna Public Schools
11717 South 216th Street
Gretna, Nebraska 68028

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

14. 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. Neither party shall have any authority to bind the other party hereto.

15. Indemnification. District covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents, employees and representatives, and their successors and assigns, individually and 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 District, its employees or agents in administering the Program as specified in this Agreement, and District further agrees to pay all expenses in defending against any claims made against the Indemnified Parties; provided, however, that District shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Indemnified Parties.

16. 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.

17. Governing Law. This Agreement shall be interpreted according to the law of the State of Nebraska.

18. Citizenship Verification. District 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.

19. Compliance with Applicable Laws. The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Program, including, but not limited to, FERPA and Neb. Rev. Stat. § 84-712 to 84-712.09, as amended.

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

21. 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.

22. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

23. Assignment. This Agreement may not be assigned or transferred by either party to this Agreement except by written agreement of the non-assigning party.

24. Time is of the Essence. The Parties acknowledge and agree that time is of the essence with respect to the final execution of this Agreement. As such, in the event District fails to provide Learning Community with an executed copy of this Agreement by August 1, 2024, the offer to enter into this Agreement by Learning Community shall automatically expire and become null and void as of such date. At the discretion of Learning Community, this may result in the funding identified in this Agreement being reallocated to other districts within the subcouncil.

25. Entire Agreement. This Agreement, together with any exhibits or schedules hereto, constitutes the entire agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

[Signature page follows]

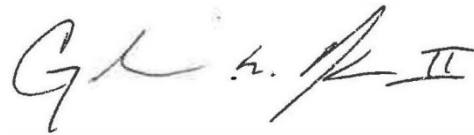
IN WITNESS WHEREOF, this Agreement has been executed in duplicate on the respective dates set forth below.

Sarpy County School District 77-0037, a/k/a
Gretna Public Schools

By: _____ Its:

Date: _____

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



By: _____

Its: Gerald M. Kuhn, II – Interim CEO

Date: May 31, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT

Exhibit "A"

Elementary Learning Center
Programming Description & Budget

(See Attached)

SUBCOUNCIL 4

Gretna Public Schools – Extended Learning / Summer



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

Instructional Coaching Proposals

PROPOSAL			
Summary			
Electronic File Name:	Proposal 2024/2025 – 2026/2027_LearningCommunity_ District Name		
School District:	Gretna Public Schools		
Program Name:	Behavioral Coaching		
Program Category	X Instructional Coaching		
Amount Requested:	\$17,141.37		
Sub council: (choose only one)	<input type="checkbox"/> #1 <input type="checkbox"/> #3 <input type="checkbox"/> #3 <input checked="" type="checkbox"/> #4 <input type="checkbox"/> #5 <input checked="" type="checkbox"/> #6		
Program Start Date:	August 1, 2024	Program End Date: May 31, 2027	
Please use Attachment B to complete the following fields:		Total Cost of Program:	Total (\$234,085.37) 3 Behavioral Facilitators (\$216,944) CPI Training (17,141.37)
# of Weeks per Year of Program:	36	# Program Hours per Week:	30 teacher-contact hours per week.
# of Students in Program:	Varies based on behavioral needs of students. Total students per elementary building include: Falling Waters - 388 Squire John Thomas - 465 Gretna – 340 Total: 1,193	Contact Hours per Teacher per Week:	30 hours per week x 3 coaches = 90 hours 90 hours / 103 teachers = About 1 Hour per Week
# of Teachers Coached:	103 total teachers at 3 elementary buildings. Varies based on behavioral needs within the classroom. In 2023-2024, 25 teachers were directly coached with students in need of behavioral plans.	Cost per Teacher per Hour:	234,085.37 / 103 teachers = \$2,276.67 cost per teacher \$2,276.67 / 40 hour per teachers = \$56.82 per teacher per hour
# of Coaches:	3		
Supporting Documents:	X We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute. X On Attachment B, please provide the budget summary and cost-per-teacher per hour.		

<p>Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.</p>	<p>Please limit response to 300 words or less in the space below.</p> <p>Our Behavioral Facilitators will work with teachers in need of support with student behaviors. The Behavioral Facilitator program in Gretna Public Schools has expanded this year to support the addition of schools within the district. Over the past two years, data has shown that Falling Waters Elementary is a school of focus due to need to support student behaviors and teachers.</p> <p>Behavioral Facilitators have been trained in crisis intervention and de-escalation techniques through the Crisis Prevention Institute (CPI). Our facilitators lead the CPI training for educators prior to each school year and provide ongoing coaching through the year to support teachers and their students. The primary focus of this training and work with behavioral facilitators is to implement positive classroom culture building and de-escalation techniques that help to increase staff retention and a reduction in student behaviors that lead to office referrals.</p> <p>The premise for this training is supported by research from Hattie (2017) which noted the positive benefits of programs that focus on Response to Intervention (effect size of 1.29) and Behavioral Intervention Programs (effect size of .62). In addition, Gretna Public Schools has also focused on the work of Maslow's Hierarchy of Needs and the importance for providing students with a solid based of physiological needs, safety and security, and love and belonging in order to reach higher levels of learning.</p>
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Contact Information	
Name and Title:	Andrew Boone, Curriculum Coordinator
School District:	Gretna Public Schools
Email:	aboone@gpsne.org
Phone:	402-332-3265
Street Address:	11717 S. 216 th St.
City, State and ZIP Code:	Gretna, NE, 68028

1. Principle: Educational Need (Attachment A)

Educational Need: All Programs: Considering support services already in the buildings, please rank in order the schools with the highest needs for these services (highest to lowest). Needs statements for each building need only be filled out if requested in advance by the Learning Community.

Please report using Attachment A.
See Attachment A.

Falling Waters Elementary
Squire John Thomas Elementary
Gretna Elementary

<p>2. Principle: Program Design – Staff Focus</p> <p>a. Evidence Based Research—New Programs Only: Briefly describe and cite the scientific research model that provides evidence the program will assist teachers in helping students meet state and local academic achievement standards. Include references, for example, (Jones & Chavez, 1999). References do not count toward word limitations. This section may be more limited if prior experience is listed in 2b. <i>(Please limit response to 200 words or less in the space below.)</i></p> <ul style="list-style-type: none"> • Situated learning: (i.e., professional development and learning that takes place in its natural context) This model helps to promote greater outcomes than discrete training in the day-to-day moments. This will be done through modeling and mentoring. –Lave J, Wenger E. <i>Situated learning: Legitimate peripheral participation</i>. Cambridge, MA: University of Cambridge Press; 1991. • Collaborative approach: A coach can help create professional networks that serve to sustain newly acquired skill implementation -Dunlap G, Hieneman M, Knoster T, Fox L, Anderson J, Albin RW. Essential elements of inservice training in positive behavior support. <i>Journal of Positive Behavior Interventions</i>. 2000;2:22–32. doi: 10.1177/109830070000200104. • Reflective practices: A coach can accomplish this by asking questions, listening critically to the response, reflecting the teacher's ideas back to them, and guiding choice making- Rosenfield S. <i>Instructional consultation</i>. Hillsdale, NJ: Lawrence Erlbaum; 1987. <p>b. Evidence of Program Outcomes – All Programs: Have you implemented this program previously? If so, please be sure to report the following information.</p> <ul style="list-style-type: none"> ○ <i>What strategies is your program using to support teachers' and other staff members' continuous improvement in these key teaching/learning interactions?</i> ○ <i>Please include effect size scores from previous year evaluation from ICPE-Munroe Meyer.</i> ○ <i>Individual results will not be published by the Learning Community.</i> <p>Behavior coaching has happened in previous years. Coaching has grown in Gretna from 1 coach for all schools K-12, to 3 coaches for 8 elementary buildings. All coaches use collaborative problem solving, in which a coach helps teachers address the needs of students through facilitation of problem-solving stages (i.e., problem identification, identifying and prioritizing goals, developing an action plan, and evaluating the outcomes). Components used are building rapport, the focus on data and problem solving and modeling through situations in real time.</p> <p>An Outcome of immediate feedback, staff praise and reinforcement will help to increase staff retention, build teacher confidence in their field and build a successful community within their classroom.</p> <p>"Teachers also need support to successfully implement universal practices as well as to develop and enact plans for supporting students with disruptive behavior." "Findings indicated that during meetings with teachers, coaches spent time action planning and providing performance feedback to teachers on their implementation of the behavior support plans. In addition, teachers reduced their rate of reprimands with the targeted at-risk students. Students receiving behavioral supports demonstrated decreased rates of disruptive behavior, increased prosocial behavior, and a trend toward improved on-task behavior." (Reinke W, Stormont M, Herman K, Wang Z, Newcomer L, King K. Use of Coaching and Behavior Support Planning for Students With Disruptive Behavior Within a Universal Classroom Management Program. <i>Journal of Emotional and Behavioral Disorders</i>; 2014; 22:2</p>

c. Strong Personalized Learning – New Programs Only: Provide a brief overview and describe how the program will personalize learning for the individual teacher to the fullest extent possible, providing the most appropriate, research-based instructional strategies focusing on identified student needs. How will you ensure the program focuses on an identified strategy or skill for teachers? New programs should demonstrate at least one year of implementing this evidence-based program. Include references, for example (Jones & Chavez, 1999). References do not count toward word limitations.

(Please limit response to 200 words or less.)

Coaches will utilize techniques including observing and providing feedback to teachers, modeling the use of evidence-based tools and processes, assessing needs and delivering professional development sessions.

Reference: Hasbrouck J, Denton CA. *The reading coach: A how-to manual for success*. Longmont, CO: Sopris West; 2005.

Utilize a strength-based approach, increasing and developing the teacher's strengths to provide appropriate strategies to foster the development of social skills and emotional regulation within their classroom.

"By allowing people to "flourish" in the workplace, they can be more motivated and productive. But, the thing about flourishing is that everyone flourishes in different ways."

Power sharing is another critical element of establishing an effective coach-teacher relationship. Behavior coaches will model in real-time situations to help build trust and power sharing between the classroom teacher and the coach.

Erchul WP, Raven BH. School power in school consultation: A contemporary view of French and Raven's bases of power model. *Journal of School Psychology*. 1997;35:137–171.

- d. Standards and Objectives—New Programs Only:** Describe how the program will provide targeted intensive coaching along with the approximate ratio of teachers per instructional coach.
- What is the intensity of the program (i.e. duration, frequency) and how do you know this dosage is effective?
 - How will you decide which teachers receive intensive coaching?
 - Please provide a description of the coaching time with targeted teachers including observations, modeling, feedback, and data analysis. Please also provide a breakdown of the percentage of time the instructional coaches spend in staff development (large group), coaching activities and then other tasks/activities.
 - How will you measure the impact of instructional coaching on classroom instruction?

(Please limit response to 200 words or less.)

Referral forms are completed by administration and/or certified staff request. Upon referral, Coaches will observe the classroom for 3-5 days at various times to gather data and determine the teacher's strengths and areas for improvement to meet the needs of the students.

Coaches and the teacher will develop and implement a plan. We will spend approximately 3-5 days within the classroom role modeling and providing feedback to the teacher. As the teacher becomes fluent in using the plan, Coaches will then begin to fade out of the classroom by decreasing role modeling and feedback and increasing observations and data collection.

At the end of the intensive coaching, Coaches will meet with the teacher to review the plan and make necessary adjustments.

Coaches will continue to follow up 1-2 times per week to observe, collect data, and to ensure fidelity in implementation. Data will be reviewed weekly to ensure success of the plan.

Coaches will spend 75% of their time providing direct coaching to the staff within the classroom. The other 25% of the time, Coaches will create documentation and data analysis to support the student and staff in evaluation of the behavior plan.

- e. Staff Protocols for Coaches—New Programs Only:** What specific training will the coaches receive? How will you prioritize which teachers receive the coaching? What protocols will be in place to ensure strong relationship building between coaches and teachers? What will you use to determine the quality of instruction (i.e. scaffolding, effective questioning to prompt reflection and critical thinking)?

(Please limit response to 200 words or less.)

Coaches receive specific training from Crisis Prevention Institute. This train the trainer model allows Gretna Public Schools Behavioral Facilitators to provide ongoing training to educators (special education staff, building administration, and classroom teachers).

Teachers that receive coaching will be prioritized based on student need and administrator referral. Teachers will work collaboratively with the coach to determine the amount of coaching necessary to successfully implement a child's behavioral intervention plan.

Coaches will work with the teachers 1, 2 times per week. This frequency allows teachers to build a relationship with the coach and continually review the implementation of the behavioral plan to ensure fidelity of the plan.

To determine the quality of the work with the teacher and respective student, check-ins will be implemented to ensure fidelity to the behavioral plan. In addition, data specific to the behavioral plan will be collected and documented to ensure the success of the plan and the coaching with the teacher.

f. Standards and Objectives—New Programs Only: Describe how the program will provide targeted, intensive coaching along with the approximate ratio of teachers per instructional coach.

- o What is the intensity of the program (i.e. duration, frequency) and how do you know this dosage is effective?
- o How will you decide which teachers receive intensive coaching?
- o Please provide a description of the coaching time with targeted teachers including observations, modeling, feedback, and data analysis. Please also provide a breakdown of the percentage of time the instructional coaches spend in staff development (large group), coaching activities and then other tasks/activities.
- o How will you measure the impact of instructional coaching on classroom instruction?

(Please limit response to 200 words or less.)

Gretna Behavioral Facilitators will prioritize working with teachers in need of support due to student behaviors. These teachers are prioritized based on Building Administration referral.

Teachers that receive coaching will be coached by a behavioral facilitator 1 to 2 times per week with observation and feedback. Teachers receiving coaching will be coached 1:1 with a behavioral facilitator.

Behavioral facilitators will utilize 75% of their time to directly work 1:1 with teachers through observation, feedback, and review of a child's behavioral plan. 25% of a behavioral facilitator's time will be utilized to gather data on the behavioral plan and reviewing the student data.

Measuring the impact of instructional coaching will be determined through the use of data gathered specific to a child's behavioral plan. Data will also be collected at a building level to determine number of students given office referrals and the types of behaviors categorized as major or minor.

g. Staff Protocols for Teachers—New Programs Only: Describe the protocol process agreed upon with each school served to decide how teachers are identified for both coaching and participation. How will you determine which teachers will serve as coaches?

(Please limit response to 200 words or less.)

A teacher who has a student in the problem-solving process or student assistance team process are eligible for coaching based on the request of the teacher and referral by a building administrator. Needs for coaching are based on the child's response to current interventions and the consideration for further coaching by a behavioral facilitator. Teachers that are currently serving as behavioral facilitators within the district all have special education endorsements and have received specialized training in crisis-prevention and de-escalation.

h. Staff Coordination—New Programs Only: Describe how you will provide dedicated staff time for coaches to provide specific feedback to teachers? How will you ensure teachers understand instructional strategy feedback will not be used in any performance evaluations?

(Please limit response to 200 words or less.)

Coaches will be provided dedicated time to work with individual teachers within the school day through direct observation and immediate feedback as well as collaborative plan times that are arranged during the teacher's plan period. In addition, continuous development and feedback will be implemented during staff development days. Currently, Gretna Public Schools has increased its staff development days from 4 days in 2023-2024 to 6 days in 2024-2025.

Prior to a behavioral facilitator working with a teacher, the teacher and administrator both agree to using a behavioral facilitator to further develop behavioral plans and the implementation of techniques within the plan to improve student behavior. It is understood that by agreeing to using a behavioral facilitator that a teacher's performance will not be included on formal evaluations and that a facilitator's observation of the teacher is only for the purpose of ensuring fidelity towards the implementation of the student's behavioral plan.

1. Staff Improvement—New Programs Only: How will the quality of coaches meet or exceed the indicators of staff quality in the regular classroom? How will coaches help to continually improve services provided by the teacher?

(Please limit response to 200 words or less.)

The quality of our coaches is established by the requirement of a special education endorsement through the Nebraska Department of Education. Our behavioral facilitators also receive specialized training in crisis prevention through de-escalation techniques. Three coaches are certified trainers through Crisis Prevention Institute. In addition, behavioral facilitators have been trained in trauma-informed practices for students.

Coaches will work to continually improve the services provided by the teacher through a variety of techniques. These techniques include observation of students, fidelity checks towards a students' behavioral plan, instructional feedback in coaching sessions to build on teacher strengths, and collaborative networking and sharing of data with stakeholders involved in the child's behavioral plan.

3. Principle: Knowledge Transfer

Knowledge Transfer—All Programs: To what extent would you be willing to network in sharing best practices and results with other providers?

(Please limit response to 200 words or less in the space below.)

Gretna Public Schools and Behavioral Facilitators would be willing to engage collaboratively with other schools to share the outline of the Behavioral Facilitator program, coaching provided to teachers, description of training provided through the Crisis Prevention Institute, and data collected and documented within the program.

4. Principle: Justified Budget for Program Support – Attachment B

Budget Summary/Justification—All Programs: Provide a detailed, itemized budget for each category of program income and expense on an attached document. Justify proposed expenditures by providing details as to the purpose of the expenditure and the itemization of the expense (i.e. hourly rate or per item cost). Program budgets should balance (project income minus project expense = \$0). Please also indicate total cost of program, number of weeks per program, number of teacher and program hours per week.

Please complete Attachment B

5. Principle: Statement of Assurances

Assurances – All Programs: The applicant understands by submitting this proposal that the applicant assures the Learning Community that they will comply with the assurances and will provide the listed information to IGRE-Munroe Meyer Institute for the 2023/2024, 2024/2025, 2025/2026 evaluation. The applicant understands that student-identifiable data and district-level data will be aggregated for the Learning Community and will, therefore, not be publicly disclosed.

The district or organization assures:

- All information, including attachments, is accurate and current to the best of the applicant's knowledge.
- If the funding allocation is different than the original proposal, we will send a revised RFP application within 2 weeks of notification.
- We will provide a final actual budget within 4 weeks of program completion.
- We will not utilize any of the third-party evaluation information in teacher performance reviews.

For Extended Learning, Jumpstart to Kindergarten and Instructional Coaching Programs:

- We will provide student level data to be reported to the external evaluation team linked by NSSRS ID number with key demographic variables (free or reduced lunch, SPED, ELL, gender, race, ethnicity, grade level). Data should be provided within 60 days of program completion.
- We will provide student level data for other key variables (NSCAS ELA, writing, mathematics and science) and other information that districts systematically collect for K-6 (such as NWEA-MAP, FastBridge, or other district assessments). Data should be provided within 60 days of program completion. The MEFS will be collected pre and post for the Jumpstart to Kindergarten Program by the UNMC/MMI evaluation team.
- We will submit parent, teacher, and/or surveys (as applicable) within 60 days of program completion.

I understand all of the above information is accurately and completely represented to the best of my knowledge. If Learning Community staff should have clarification questions, we agree to respond within two business days.



Superintendent

5-28-24

Date

ATTACHMENT A

Subcouncil: #4, #6
Program Type: Instructional Coaching
School District: Gretna Public School

Building(s) Served (please include highest to lowest priority)	# of Teachers K-5 Classroom	# of Coaches	ONLY IF REQUESTED BY LEARNING COMMUNITY: Needs Statement for each building. Data may include student demographics, performance, and unique needs.
Falling Waters Elementary	33	1	
Squire John Thomas Elementary	39	1	
Gretna Elementary	31	1	

ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in-kind)	\$216,944.00	The District supports the cost of salaries for 3 FTE Facilitators at each building.
Learning Community Request	\$17,141.37	CPI Training
Total Program Revenue	\$	
Program Expenses	Amount	Comment
Salaries & Wages	\$216,944.00	3 FTE
Insurance Benefits	\$	
Transportation Costs	\$	
Training	\$17,141.37	CPI Training
Equipment	\$	
Supplies	\$	
Printing & Copying	\$	
Telephone & Internet	\$	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$	
Total Program Expenses	\$234,085.37	

Total Cost of Program	# of Weeks per Year of Program	# of Teachers in Program	# Program Hours per Week
\$234,085.37	36	103	30 teacher contact hours x 3 coaches = 90 hours per week

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

**ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT
(Subcouncil #1)**

This ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT (“Agreement”) is entered into as of August 1, 2024 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”) and **Bennington Public Schools**, a Nebraska political subdivision (“District”).

WHEREAS, Learning Community is statutorily authorized to establish a system of elementary learning centers to enhance the academic achievement of elementary students within Learning Community, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility; 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;

WHEREAS, Learning Community has determined that, in addition to offering programming through elementary learning centers, offering programming in partnership with member school districts, including District, is an effective means to fulfill its statutory mission; and

WHEREAS, District is willing to offer elementary learning programming in cooperation with Learning Community pursuant to this Agreement and the Act.

NOW THEREFORE, in consideration of the mutual agreements, promises and covenants set forth herein, Learning Community and District (each referred to herein individually as “Party” and collectively as “the Parties”) agree as follows:

1. Interlocal Agreement. 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 District by the Assistant Director of Student Services, and on behalf of Learning Community by its Executive Director, Elementary Learning Centers (“ELC ED”).

2. Statement of Work

a. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby agrees to provide funding and District agrees to undertake and conduct the program(s) more specifically set forth in the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District and approved by Learning Community (including any amendments thereto) (collectively and individually, the “Program”), a summary of which is marked as Exhibit “A” attached hereto and by this reference incorporated herein (all references herein to the “Agreement” include the Agreement as supplemented by the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District).

b. The purpose of the Program is to enhance the academic success of elementary students of District, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility.

3. Performance Period. District will commence work on the Program and conclude such work on a timeframe consistent with the dates identified in the document(s) on Exhibit A (“Program Term”), which date(s) may be extended by mutual written agreement of the parties hereto. 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.

4. Fiscal Agent. District shall be the fiscal agent for the Program. As fiscal agent, District shall be solely responsible for compliance with the terms and conditions set forth in this Agreement related to the incurring of Program expenses, including the approval thereof, the payment of any and all bills and invoices related to the Program, and the submission of financial reports to Learning Community related to the Program.

5. Elementary Learning Center Program. The Program shall be implemented as an Elementary Learning Center program of Learning Community and District. Funding for the Program shall be provided from the Elementary Learning Center Fund Budget of Learning Community (the “Program Amount”). The Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The ELC ED shall, on behalf of and for Learning Community, have general oversight of the Program with regard to compliance by District with the terms of this Agreement, but shall have no authority with regard to the implementation, day-to-day operations or staffing of the Program, which shall be the sole responsibility of District.

6. Participants. District shall determine how many students will enroll in the Program and select the students that will participate in the Program; provided, however, that the Program shall not have an official enrollment of less than fifty percent (50%) of the projected enrollment set forth in the Program.

7. Program Funding.

a. The Program Amount will be paid in monthly installments over the course of the Initial Term and, if applicable, the Extended Term, and paid in arrears pursuant to statements submitted to Learning Community for costs incurred and services rendered by District 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 September 5, 2024 (i.e. covering August 2024). Upon the written request of Learning Community, District 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. The final monthly payment will be remitted subsequent to the termination of the Program or expiration of the Extended Term, whichever occurs first, and submission of the final report to Learning Community pursuant to Section 8.b of the Agreement. The final report will include a statement for Program services provided during the Initial Term and, if applicable, the Extended Term, which statement will set forth an itemized listing of expenses actually incurred by District 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 District, remit the final monthly payment to District within thirty (30) days after receipt of the final report; provided, however, that the amount remitted in the final monthly payment will not result in

the total amount paid to District exceeding either the lesser of the budget amounts reflected on Exhibit A of the Agreement or the total amount of Program expenses actually incurred by District. If, upon receipt and review of the final report, Learning Community has, after application of all remittances made pursuant to Section 7.a and this Section 7.b. of the Agreement, made payments to District which exceed the total amount of Program expenses actually incurred by District, District 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 Sections 7.a and 7.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 District in the performance of the services related to the Program.

d. District expressly agrees and acknowledges that District shall be solely and exclusively responsible for the day-to-day operations of the Program and for any and all payments to any contracted service providers contracted by District for services related to the Program. Learning Community shall not be responsible for any payment to any such contracted service providers for services related to the Program and District specifically acknowledges that Learning Community has no obligation for the day-to-day operations of the Program or for any payments of any kind or nature to any contracted service providers.

e. 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 District has not complied with the terms and conditions of this Agreement; (ii) to protect the purposes and objectives of the Program; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, District, or the Program.

f. District 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 termination of this Agreement by Learning Community in accordance with Section 12 herein. District further expressly acknowledges and agrees that funding of the Program following the first fiscal year is subject to change due to reallocation of funding within the subcouncils, availability of carryover funds from previous fiscal years, and ultimate approval by Learning Community.

8. Reporting.

a. Within sixty (60) days of the termination of the Program or expiration of the Program Term, whichever occurs first, District shall collect and report to the Munroe-Meyer Institute for Genetics and Rehabilitation, University of Nebraska Medical Center (“Evaluator”), the third-party evaluator of the Program retained by Learning Community, or such other qualified third-party evaluator retained by Learning Community and who is compliant with the Family Educational Rights and Privacy Act, as amended (“FERPA”), specified demographic and program evaluation data, as follows: (i) that data specified in the Program; and (ii) data mutually agreed upon by District, Learning Community and Evaluator. Learning Community acknowledges and agrees that any personally identifiable student information obtained by Evaluator from District pursuant to this Agreement is subject to FERPA, and in accordance with District’s position thereon, such personally identifiable information shall not be disclosed to Learning Community, and Learning Community will not be provided access to such personally identifiable information.

b. Within sixty (60) days of Program completion, District shall prepare and submit to Learning Community a written final Program report (“Report”). The Report shall include a narrative description of Program activities and accomplishments, including progress made on student learning outcomes and evaluation data described in the Program, and a detailed accounting of all expenditures made from payments received pursuant to Sections 7.a and 7.b. Said Report shall be submitted to the ELC ED. At the request of Learning Community, District shall make a live presentation of the Report to the appropriate achievement subcouncil of the Learning Community Coordinating Council and the Elementary Learning Centers Task Force.

9. Obligations of District.

a. District 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. District acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community. Prior to commencing the Program, District shall have submitted a fully-executed Statement of Assurances regarding the Program to Learning Community with this Agreement.

b. The ELC ED, or other designated representative of Learning Community, will be permitted to conduct pre-arranged site visit(s) to the Program during the Program Term in order to evaluate the Program, the provision of services, and the administration and implementation of the Program. For purposes of this Section 9.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than twenty-four (24) hours in advance.

c. Absent express approval from Learning Community, funds provided by Learning Community pursuant to this Agreement shall be accounted for separately in the financial books and records of District. District 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, and 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. District 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 District's books and records relating to the expenditure of any funds provided by Learning Community related to the Program.

d. District shall assure that all District employees providing services in conjunction with the Program shall have the appropriate credentialing or other licenses required by state law. District shall require, via contract with any contracted provider of Program services, that such third party shall require that its employees have the appropriate credentialing or other licenses required by state law.

e. District shall conduct, for its employees providing Program services who will, or may, directly interact with children a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check, and District shall require, via contract with any contracted provider of Program services, that such third party conduct said checks on all officers, employees and volunteers of said contracted provider involved with the Program who will, or may, directly interact with children. Neither District nor, if applicable, a contracted entity shall knowingly

permit the involvement with the Program of any officer, employee or volunteer of said entity who does not pass all checks.

f. If applicable, District shall assure that all entities with whom District contracts to provide services for the Program have a license to operate in Nebraska.

g. District shall procure and maintain at all times during the Program Term, and, if applicable, shall require that all contracted service providers with whom District contracts for the Program procure and maintain at all times during the Program Term, the following minimum types and amounts of insurance:

i. Commercial General Liability Insurance providing coverage to District 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. District 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;

ii. Sexual Abuse & Molestation coverage with a limit of not less than \$500,000 each occurrence and \$1,000,000 in the annual aggregate;

iii. Professional or Educator's Legal Liability insurance with a limit of not less than \$1,000,000 each claim;

iv. Automobile Liability insurance with a combined single limit for bodily injury, death and property damage of not less than \$1,000,000 per accident, which coverage shall apply to all owned, hired and non-owned vehicles used by District, its employees, agents, representatives, or volunteers in conducting the Program;

v. Workers' Compensation Insurance covering District and its employees for all costs and statutory benefits and liabilities under the Nebraska Workers Compensation Act and any similar laws for its employees, and Employer's Liability Insurance with limits of not less than \$100,000 each employee injury, \$100,000 each employee disease, and \$500,000 policy limit for all accident injury or disease. District 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

vi. Umbrella / Excess Liability Insurance with limits of not less than \$1,000,000 each occurrence which shall provide additional liability coverage in excess of the Commercial General Liability, Auto Liability and Employer's Liability.

Before District or any contracted service provider shall be permitted to begin work or provide services, District and all such contracted service providers shall provide Learning Community with evidence of such insurance issued on a standard ACORD Certificate of Insurance as will meet all insurance requirements stated in this Agreement. It is the sole responsibility of District and any contracted service provider to provide Learning Community with written notice should any required insurance pursuant to this section be cancelled or non-renewed. Failure of District or a contracted service provider to provide and maintain all insurance

required, or failure to provide written notice, shall not relieve District or such contracted service provider of its obligation under this Agreement.

By requiring insurance under this Agreement, Learning Community does not represent that the coverage and limits required will necessarily be adequate to protect District or its contracted service providers for all claims or amounts of loss. Such coverage and limits shall not be deemed or construed to be any limitation of District's, or its contracted service provider's, liabilities under any indemnification obligations provided to Learning Community under this Agreement.

h. District shall allow Learning Community 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. Learning Community may include information regarding the Program, any photographs provided by the parties, and any general information about the parties and their activities in any external communications of Learning Community; provided, however, that Learning Community shall not use any District logos or trademarks without the prior approval of District, which approval shall not be unreasonably withheld.

10. Obligations of Learning Community. Learning Community shall:

a. Provide funds to District in a manner consistent with the terms and conditions of this Agreement; and

b. Comply with the terms and conditions of this Agreement, as well as all applicable laws, rules, and regulations applicable to Learning Community

11. Warranties & Representations. District hereby warrants and represents to Learning Community that:

a. 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 District and the Program.

b. There is no fact known to District, its board members, officials, 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.

c. District is responsible for administering the Program in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Program. District acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community.

12. Termination. Either party may terminate this Agreement, with or without cause, at any time upon sixty (60) days prior written notice to the other party; provided, however, that performance may be terminated with immediate effect by Learning Community upon delivery of written notice to District if Learning Community determines, in its sole discretion, that District is in breach of this Agreement.

13. 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 North 24th Street
Omaha, Nebraska 68110
FAX: (402) 964-2478

If to District: Kathryn Sindelar, Assistant Director of Student Services
Bennington Public Schools
11620 N. 156th Street
Bennington, Nebraska 68007
FAX: (402) 238-3044

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

14. 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. Neither party shall have any authority to bind the other party hereto.

15. Indemnification. District covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents, employees and representatives, and their successors and assigns, individually and 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 District, its employees or agents in administering the Program as specified in this Agreement, and District further agrees to pay all expenses in defending against any claims made against the Indemnified Parties; provided, however, that District shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Indemnified Parties.

16. 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.

17. Governing Law. This Agreement shall be interpreted according to the law of the State of Nebraska.

18. Citizenship Verification. District 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.

19. Compliance with Applicable Laws. The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Program, including, but not limited to, FERPA and Neb. Rev. Stat. § 84-712 to 84-712.09, as amended.

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

21. 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.

22. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

23. Assignment. This Agreement may not be assigned or transferred by either party to this Agreement except by written agreement of the non-assigning party.

24. Time is of the Essence. The Parties acknowledge and agree that time is of the essence with respect to the final execution of this Agreement. As such, in the event District fails to provide Learning Community with an executed copy of this Agreement by August 1, 2024, the offer to enter into this Agreement by Learning Community shall automatically expire and become null and void as of such date. At the discretion of Learning Community, this may result in the funding identified in this Agreement being reallocated to other districts within the subcouncil.

25. Entire Agreement. This Agreement, together with any exhibits or schedules hereto, constitutes the entire agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

[Signature page follows]

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

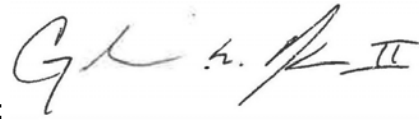
BENNINGTON PUBLIC SCHOOLS, a Nebraska
political subdivision

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

By: _____

Its: _____

Date: _____



By:
Its: Gerald M. Kuhn, II, Interim CEO

Date: May 3, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT

Exhibit "A"

Elementary Learning Center Programming Description & Budget



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

Instructional Coaching Proposals

PROPOSAL			
Summary			
Electronic File Name:	Proposal 2024/2025 – 2026/2027_LearningCommunity_District Name		
School District:	Bennington Public Schools		
Program Name:	Anchor Pointe Preschool		
Program Category	<input checked="" type="checkbox"/> Instructional Coaching		
Amount Requested:	\$17,632.91		
Sub council: (choose only one)	<input checked="" type="checkbox"/> #1 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #6		
Program Start Date:	August 2024	Program End Date:	May 2027
Please use Attachment B to complete the following fields:		Total Cost of Program:	\$ \$60,500
# of Weeks per Year of Program:	38	# Program Hours per Week:	20
# of Students in Program:	80	Contact Hours per Teacher per Week:	6
# of Teachers Coached:	3	Cost per Teacher per Hour:	79.60
# of Coaches:	1		
Supporting Documents:	<input checked="" type="checkbox"/> We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute. <input checked="" type="checkbox"/> On Attachment B, please provide the budget summary and cost-per-teacher per hour.		
Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.	Please limit response to 300 words or less in the space below. We will be expanding our preschool coaching program at Anchor Pointe Preschool in Bennington. We will be contracting a coach through the Educational Service Unit 3 (ESU 3) to provide ongoing coaching and professional development for all three of our preschool teachers. We have been utilizing Practice Based Coaching in our preschool this year (23-24) with one full coaching cycle per month, and plan to expand this to two cycles per teacher per month for the 24-25 school year. This will serve our entire population of preschool students aged 3-5 (approximately 80 students). Our preschool classrooms are made up of 50% students with verified disabilities and 50% peer model students.		

Contact Information	
Name and Title:	Kathryn Sindelar, Assistant Director of Student Services
School District:	Bennington Public Schools
Email:	ksindelar@bennps.org
Phone:	402-238-3044
Street Address:	11620 N 156th St.
City, State and ZIP Code:	Bennington, NE 68007

1. Principle: Educational Need (Attachment A)

Educational Need – All Programs: Considering support services already in the buildings, please rank in order the schools with the highest needs for those services (highest to lowest). Needs statements for each building need only be filled out if requested in advance by the Learning Community.

Please report using Attachment A.

2. Principle: Program Design – Staff Focus

a. Evidence Based Research—New Programs Only: Briefly describe and cite the scientific research model that provides evidence the program will assist teachers in helping students meet state and local academic achievement standards. Include references, for example (Jones & Chavez, 1999). References do not count toward word limitations. This section may be more limited if prior experience is listed in 2b.

(Please limit response to 200 words or less in the space below.)

The scientific research model that provides evidence the program will assist teachers in helping students meet state and local academic standards is Practice Based Coaching (PBC). This is a professional development strategy that uses a cyclical process to support teachers' use of effective teaching practices that lead to positive outcomes for children. PBC occurs in the context of collaborative partnerships. The three components of PBC are: Shared Goals and Action Planning, Focused Observations, and Reflecting on and Sharing Feedback About Teaching Practices (National Center On Early Childhood Development, Teaching and Learning). According to the National Center On Quality Teaching and Learning, Practice Based Coaching is associated with improved child outcomes. Based on a review of 101 studies that involved coaching for practitioners who work with children aged 3-5 from 1995-2011, Practice Based Coaching was linked to "...increased participation and engagement, increased social skills and fewer challenging behaviors, increased literacy and language..." (NCOQL, 2014).

Information accessed from <https://edkc.ohs.ac.fhs.gov/professional-development/article/practice-based-coaching-pbc> on March 26, 2024.

b. Evidence of Program Outcomes – All Programs: Have you implemented this program previously? If so, please be sure to report the following information.

- What strategies is your program using to support teachers' and other staff members' continuous improvement in these key teaching/learning interactions?*
- Please include effect size scores from previous year evaluation from ICPE-Munroe Meyer.*
- Individual results will not be published by the Learning Community.*

We regularly organize workshops and training sessions focused on effective teaching strategies, child development, and best practices in early childhood education. These workshops provide our staff with opportunities to enhance their skills and knowledge base. In the 23-24 school year, Professional Development for all staff focused on Play - Powerful Interactions and Joyful Learning through Play and Teaching Strategies GOLD - designing documentation systems to collect evidence on child outcomes to inform instruction.

The district will create an annual professional development plan using various points of data including teacher feedback to determine appropriate topic(s) of focus for the 24-25 school year. In addition, we provide access to resources and research by providing our staff with access to a wide range of resources, including books, articles, and online platforms, to stay updated on the latest research and trends in early childhood education. This empowers them to incorporate evidence-based practices into their teaching.

c. Strong Personalized Learning – New Programs Only: Provide a brief overview and describe how the program will personalize learning for the individual teacher to the fullest extent possible, providing the most appropriate, research-based instructional strategies focusing on identified student needs. How will you ensure the program focuses on an identified strategy or skill for teachers? New programs should demonstrate at least one year of implementing this evidence-based program. Include references, for example (Jones & Chavez, 1999). References do not count toward word limitations.

(Please limit response to 200 words or less.)

Each teacher receives a personalized professional development plan that outlines specific strategies and resources tailored to their needs. These plans may include online courses, workshops, peer coaching sessions, and resource materials aligned with identified areas for improvement. The instructional coach works with the teacher to create an individual teacher professional development plan. This plan will be created based on the teacher's personalized learning goals, as established during the Shared Goals and Action Planning component of the coaching cycle (NCECDTL).

Based on these individual professional development plans, we offer individualized support and coaching to our teachers based on their specific needs and goals. This may involve one-on-one mentoring sessions, goal-setting exercises, and personalized feedback to support their professional growth. These targeted interventions take place during the Focused Observation and Reflection and Feedback components of the coaching cycle (NCECDTL).

Information accessed from: <https://edkc.ohs.ac.fhs.gov/sites/default/files/pdf/pbc-handout.pdf> on March 26, 2024

<p>d. Standards and Objectives—New Programs Only: Describe how the program will provide targeted, intensive coaching along with the approximate ratio of teachers per instructional coach.</p> <ul style="list-style-type: none"> o What is the intensity of the program (<i>i.e.</i> duration, frequency) and how do you know this dosage is effective? o How will you decide which teachers receive intensive coaching? o Please provide a description of the coaching time with targeted teachers including observations, modeling, feedback, and data analysis. Please also provide a breakdown of the percentage of time the instructional coaches spend in staff development (large group), coaching activities and then other tasks/activities. o How will you measure the impact of instructional coaching on classroom instruction? <p><i>(Please limit response to 200 words or less.)</i></p> <p><small>* Intensity of the program: Each teacher participates in two coaching cycles (shared goals and action planning, focused observation, reflection and feedback) per month. This year, we completed one coaching cycle per month and saw improved teacher efficacy based on self-report. We would like to increase the dosage to two coaching cycles per month to focus on improved student outcomes as well as teacher perceptions. * How will you decide which teachers receive intensive coaching?: At this time, we have three preschool teachers in our program, and all three teachers will receive individual coaching. The ratio of teachers to coaches is 3:1. * Description of coaching time: Each teacher participates in two coaching cycles (shared goals and action planning, focused observation, reflection and feedback) per month. One half day for follow-up implementation after training will be provided to all staff. Peer Observations and Feedback: We encourage peer observations among our staff members, allowing them to observe each other's teaching practices and provide constructive feedback. This fosters collaboration and a culture of continuous learning within our team, Collaborative Learning Communities. We facilitate collaborative learning communities within our program, where teachers and staff can engage in discussions, share insights, and brainstorm ideas together. These communities foster a supportive environment for learning and growth. * How will you measure the impact of instructional coaching on classroom instruction? We plan to track how many coaching sessions are held, the number of goals set, and number of goals met. We will also track the observation strategies used (observation, modeling, video tape, reflective conversation, etc.) and the debrief strategies used (problem solving discussion, role play, demonstration, reflective conversations, environmental arrangement, material provision, etc.). This data will be compiled on a coaching log for each teacher. In addition, we will survey our staff on their pre and post-coaching experience and will utilize ECERS scores and child outcome data via Teachers for Success GOLD to measure the impact of instructional coaching on classroom instruction.</small></p>
<p>e. Staff Protocols for Coaches—New Programs Only: What specific training will the coaches receive? How will you prioritize which teachers receive the coaching? What protocols will be in place to ensure strong relationship building between coaches and teachers? What will you use to determine the quality of instruction (<i>i.e.</i> scaffolding, effective questioning to prompt reflection and critical thinking)?</p> <p><i>(Please limit response to 200 words or less.)</i></p> <p><small>* What specific training will coaches receive? We will be contracting a coach from the Educational Service Unit 3. Our coach has received extensive training in coaching through the ESU 3 as an Early Childhood Professional Development Specialist. * How will you prioritize which teachers will receive the coaching? At this time, we have three preschool teachers in our program, and all three of them will receive coaching. * What protocols will be in place to ensure strong relationship between coaches and teachers? Our preschool teachers are currently very familiar with the coaching model as they have participated in instructional coaching with an Early Childhood Professional Development Specialist this year. Our coach will not be utilized in a supervisory capacity in order to maintain the coach-teacher trust and relationship. * What will you use to determine the quality of instruction? We will utilize the Creative Curriculum Coaching to Fidelity Tool, Teaching Strategies GOLD child outcome data, ECERS classroom and program data, and lesson planning feedback forms.</small></p>
<p>f. Standards and Objectives—New Programs Only: Describe how the program will provide targeted, intensive coaching along with the approximate ratio of teachers per instructional coach.</p> <ul style="list-style-type: none"> o What is the intensity of the program (<i>i.e.</i> duration, frequency) and how do you know this dosage is effective? o How will you decide which teachers receive intensive coaching? o Please provide a description of the coaching time with targeted teachers including observations, modeling, feedback, and data analysis. Please also provide a breakdown of the percentage of time the instructional coaches spend in staff development (large group), coaching activities and then other tasks/activities. o How will you measure the impact of instructional coaching on classroom instruction? <p><i>(Please limit response to 200 words or less.)</i></p> <p>See answer d. above.</p>

<p>g. Staff Protocols for Teachers—New Programs Only: Describe the protocol process agreed upon with each school served to decide how teachers are identified for both coaching and participation. How will you determine which teachers will serve as coaches?</p> <p><i>(Please limit response to 200 words or less.)</i></p> <p>At this time, we will be contracting a coach through the Educational Service Unit (ESU 3), so none of our current teachers will be serving as coaches. We have three preschool teachers, and all three will participate in coaching in the 24-25 school year.</p>
<p>h. Staff Coordination—New Programs Only: Describe how you will provide dedicated staff time for coaches to provide specific feedback to teachers? How will you ensure teachers understand instructional strategy feedback will not be used in any performance evaluations?</p> <p><i>(Please limit response to 200 words or less.)</i></p> <p>Our preschool program currently runs Monday-Thursday with no students on Fridays. When coaching occurs during class time, our teachers will be given time to debrief with the coach by arranging coverage for their classroom with the speech-language pathologists who support their rooms. If this is not possible on a given day or week, the teachers will be given time on Fridays to debrief with the coach. In addition, professional development sessions and trainings will be scheduled for Fridays when there are no students.</p> <p>Our teachers are familiar with the coaching model as we have begun implementing it this year with the coach from ESU3. It has been well established that nothing from the coaching cycle will be used in performance evaluations, and the teachers' supervisors are not directly involved in the coaching process, as this takes place between the coach and the teachers.</p>
<p>i. Staff Improvement—New Programs Only: How will the quality of coaches meet or exceed the indicators of staff quality in the regular classroom? How will coaches help to continually improve services provided by the teacher?</p> <p><i>(Please limit response to 200 words or less.)</i></p> <p>The coach will be contracted from ESU 3 and will have received the training that exceeds that of a general classroom teacher. The coach will have received training on coaching, best practices in early childhood education, and specific tools and methods related to the coaching model (e.g. ECERS, Teaching Strategies GOLD, etc.).</p> <p>Coaches will help to continually improve services provided by the teacher by engaging in Practice Based Coaching (PBC), providing personalized learning opportunities to preschool teachers, using child outcome data on Teaching Strategies Gold to drive needs and goals of coaching, and providing ongoing professional development opportunities focused on effective teaching strategies, child development, and best practices in early childhood education.</p>
<p>3. Principle: Knowledge Transfer</p> <p>Knowledge Transfer—All Programs: To what extent would you be willing to network in sharing best practices and results with other providers?</p> <p><i>(Please limit response to 200 words or less in the space below.)</i></p> <p>Our program is continuously seeking opportunities to network with other programs and providers in the area. Our district leaders participate in Planning Region Team, MICC, and Buffett Early Childhood Superintendents' Early Childhood Plan Workgroup meetings with many other programs from the Metro area. In addition, this year we participated in observations and professional networking with programs from Raymond Central and Blair. We will also be hosting Preschool Advisory Meetings to network with local area private preschools and childcare providers on best practices in early childhood education. Collaboration with other programs and professionals is an important part of our practice that will continue.</p>

4. Principle: Justified Budget for Program Support – Attachment B

Budget Summary/Justification—All Programs: Provide a detailed, itemized budget for each category of program income and expense on an attached document. Justify proposed expenditures by providing details as to the purpose of the expenditure and the itemization of the expense (i.e. hourly rate or per item cost). Program budgets should balance (project income minus project expense= \$0). Please also indicate total cost of program, number of weeks per program, number of teacher and program hours per week.

Please complete Attachment B

5. Principle: Statement of Assurances

Assurances – All Programs: The applicant understands by submitting this proposal that the applicant assures the Learning Community that they will comply with the assurances and will provide the listed information to ICPE-Munroe Meyer Institute for the 2023/2024; 2024/2025; 2025/2026 evaluation. The applicant understands that student-identifiable data and district-level data will be aggregated for the Learning Community and will, therefore, not be publicly disclosed.

The district or organization assures:

- All information, including attachments, is accurate and current to the best of the applicant's knowledge.
- If the funding allocation is different than the original proposal, we will send a revised RFP application within 2 weeks of notification.
- We will provide a final actual budget within 4 weeks of program completion.
- We will not utilize any of the third-party evaluation information in teacher performance reviews.

For Extended Learning, Jumpstart to Kindergarten and Instructional Coaching Programs:

- We will provide student level data to be reported to the external evaluation team linked by NSSRS ID number with key demographic variables (free or reduced lunch, SPED, ELL, gender, race, ethnicity, grade level). Data should be provided within 60 days of program completion.
- We will provide student level data for other key variables (NSCAS ELA, writing, mathematics and science) and other information that districts systematically collect for K-6 (such as NWEA-MAP, FastBridge, or other district assessments). Data should be provided within 60 days of program completion. The MEFS will be collected pre and post for the Jumpstart to Kindergarten Program by the UNMC/MMI evaluation team.
- We will submit parent, teacher, and/or surveys (as applicable) within 60 days of program completion.

I understand all of the above information is accurately and completely represented to the best of my knowledge. If Learning Community staff should have clarification questions, we agree to respond within two business days.



Superintendent

3/6/24

Date

ATTACHMENT A

Subcouncil: 1
 Program Type: Instructional Coaching
 School District: Bennington Public Schools

Building(s) Served (please include highest to lowest priority)	# of Teachers	# of Coaches	ONLY IF REQUESTED BY LEARNING COMMUNITY: Needs Statement for each building. Data may include student demographics, performance, and unique needs.
Anchor Pointe Preschool	3	1	

ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in-kind)	\$ 42,867.09	
Learning Community Request	\$ 17,632.91	
Total Program Revenue	\$ 60,500	
Program Expenses	Amount	Comment
Salaries & Wages	\$	<i>indicate % FT and % PT here</i>
Insurance Benefits	\$	
Transportation Costs	\$	
Training	\$ 60,500	Contract with ESU 3 for coaching
Equipment	\$	
Supplies	\$	
Printing & Copying	\$	
Telephone & Internet	\$	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$	
Total Program Expenses	\$ 60,500	

Total Cost of Program	# of Weeks per Year of Program	# of Teachers in Program	# Program Hours per Week
\$60,500	38	3	20

DATA SHARING AGREEMENT

This DATA SHARING AGREEMENT (this “Agreement”) is effective as of August 1, 2024, (the “Effective Date”) by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Learning Community”) and Bennington Public Schools, a Nebraska political subdivision (“District”) (Learning Community and District are referred to herein as “Parties” collectively and “Party” individually).

RECITALS

WHEREAS, Learning Community is charged by the Nebraska legislature with working to close the achievement gap in school districts located within Learning Community’s boundaries, and Learning Community has created and implemented programming for such purpose;

WHEREAS, District’s students participate in Learning Community programming;

WHEREAS, Nebraska law requires that Learning Community engage a third party evaluator to evaluate Learning Community programming;

WHEREAS the following entities or departments within the University of Nebraska system perform such evaluation: the University of Nebraska Medical Center’s Monroe-Meyer Institute for Genetics and Rehabilitation (the “University Entities”);

WHEREAS, in order to accomplish such evaluation, Learning Community must acquire personally identifiable information from Education Records (“PII”) (in each case, as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and application regulations, (“FERPA”) and 92 N.A.C. 6 (“Rule 6”)) of District’s students from District and provide the same to the University Entities;

WHEREAS, FERPA and Rule 6 permit District to disclose PII to authorized representatives of state and local educational authorities without the prior consent of the parent or eligible student for the purpose of auditing or evaluating federal or state-supported education programs, or to comply with federal legal requirements related to such programs;

WHEREAS, Learning Community is a state and local educational authority as defined in Rule 6;

WHEREAS, pursuant to this Agreement, District intends to designate Learning Community as an authorized representative of District, and, pursuant to a separate written agreement, Learning Community has designated the University Entities as its authorized representative, in each case for the purpose of permitting the evaluation of Learning Community’s programming, as required by Nebraska law;

WHEREAS, FERPA and Rule 6 require the Parties to enter into a written agreement governing the disclosure and use of PII for the above-described purposes, and the Parties intend this Agreement to fulfill such requirement for a written agreement.

NOW, THEREFORE, the Parties enter into this Agreement governing the disclosure and use of PII described herein.

1. PURPOSE / PII. The purpose of the disclosure and use of PII contemplated by this Agreement is the audit or evaluation of federal or state-supported education programs, or to comply with federal legal requirements that relate to those programs (the "Purpose"). Specifically, and for the avoidance of doubt, the Purpose includes allowing Learning Community to provide for the evaluation of its programming by the University Entities, as required by Nebraska law. PII to be disclosed and used for the Purpose includes, race, ethnicity, date of birth, teacher's name, special education status, English language learner status, gender, free-reduced lunch status, and attendance records. PII exchanged between the Parties shall be maintained and supported through secure transfer methods. For purposes of this Agreement, "disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of PII by any means, including oral, written, or electronic means.

2. AUTHORIZED REPRESENTATIVES. The Parties acknowledge and agree that Learning Community shall be deemed to be an authorized representative of District, and the University Entities shall be deemed to be an authorized representative of Learning Community pursuant to 20 U.S.C. 1232g(b)(1)(C), 34 C.F.R. 99.31(a)(3) and Rule 6.

3. DISTRICT'S ACKNOWLEDGEMENTS / OBLIGATIONS.

a. District hereby acknowledges and agrees that Nebraska law requires that Learning Community programming be evaluated by the University Entities and that in order to facilitate the Purpose, the Parties intend that Learning Community may disclose PII received from District to the University Entities and that the University Entities may also directly request PII from District, in each case, for the Purpose.

b. District shall disclose PII to Learning Community and the University Entities for the Purpose, as requested by Learning Community or the University Entities, as permitted by FERPA and as required by Rule 6.

4. LEARNING COMMUNITY'S OBLIGATIONS.

a. Learning Community shall not: (a) disclose PII provided by District to any unauthorized third party; or (b) make any use of PII provided by District except for the Purpose. The term "unauthorized third party" for purposes of this Agreement does not include the University Entities or any employees, officers, or agents of Learning Community who have legitimate educational interests in the Purpose.

b. Learning Community agrees to: (a) comply with applicable laws (including, without limitation, FERPA and Rule 6); (b) provide training to all persons who are authorized to have access to PII for the Purpose and such training shall be sufficient to assist in protecting the confidentiality of PII; and (c) identify an authorized representative who shall ensure the security of all PII and who shall destroy all PII as provided in Section 7 below.

5. UNAUTHORIZED DISCLOSURE. Learning Community understands that the PII is protected under state and federal law and agrees to notify District if any of the PII is disclosed to unauthorized persons, either intentionally or inadvertently. Should an unauthorized disclosure of PII occur, Learning Community will: (a) report the incident within three (3) business days of discovery; (b) notify District's representatives by phone and email, and if appropriate, individuals by letter whose PII was compromised; and (c) identify corrective actions taken.

6. DATA REQUESTS / DATA REPORTS. Learning Community and District shall identify at least one authorized representative or data custodian from their respective agencies who shall be responsible for processing and responding to data requests from the other Party. District may review the reported results related to the Purpose to ensure PII is not inadvertently disclosed. In the event that PII is discovered, Learning Community shall promptly remove it prior to releasing any reports to the public.

7. OWNERSHIP / DESTRUCTION. By disclosing PII to Learning Community, District is in no way assigning ownership of the PII to Learning Community or the University Entities. Learning Community 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, Learning Community will certify in writing to District that all PII has been destroyed.

8. NOTICES. 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 North 24th Street
Omaha, Nebraska 68110
FAX: (402) 964-2478

If to District: Kathryn Sindelar, Assistant Director of Student Services
Bennington Public Schools
11620 N. 156th Street
Bennington, Nebraska 68007
FAX: (402) 238-3044

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

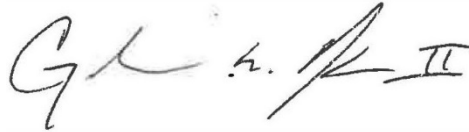
9. GENERAL PROVISIONS. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Any waiver by a Party of a breach of any provision of this Agreement by the other Party shall not operate as or be construed as a waiver of any other provision or any subsequent breach. This rights or interests under this Agreement may not be assigned or transferred, and no obligations assumed hereunder may be delegated, by either Party except with the prior written consent of the other Party. This Agreement, together with the recitals, each of which is hereby incorporated herein by this reference, constitutes the entire agreement between the Parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings. This Agreement may only be amended or modified by written agreement of the Parties hereto.

[Signature page follows]

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

**LEARNING COMMUNITY OF DOUGLAS BENNINGTON PUBLIC SCHOOLS
AND SARPY COUNTIES**

By: _____

By: 

Its: _____

Its: Gerald M. Kuhn, II; Interim CEO

Date:

Date: May 3, 2024

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT (“Agreement”) is entered into as of _____, 2024 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”) and **School District No. 1 of Sarpy County, aka Bellevue Public Schools**, a Nebraska political subdivision (“District”).

WHEREAS, Learning Community is statutorily authorized to establish a system of elementary learning centers to enhance the academic achievement of elementary students within Learning Community, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility; 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;

WHEREAS, Learning Community has determined that, in addition to offering programming through elementary learning centers, offering programming in partnership with member school districts, including District, is an effective means to fulfill its statutory mission; and

WHEREAS, District is willing to offer elementary learning programming in cooperation with Learning Community pursuant to this Agreement and the Act.

NOW THEREFORE, in consideration of the mutual agreements, promises and covenants set forth herein, Learning Community and District (each referred to herein individually as “Party” and collectively as “the Parties”) agree as follows:

1. Interlocal Agreement. 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 District by the Director of Curriculum, Instruction, and Professional Learning and on behalf of Learning Community by its Executive Director, Elementary Learning Centers (“ELC ED”).

2. Statement of Work.

a. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby agrees to provide funding and District agrees to undertake and conduct the program(s) more specifically set forth in the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District and approved by Learning Community (including any amendments thereto) (collectively and individually, the “Program”), a summary of which is marked as Exhibit “A” attached hereto and by this reference incorporated herein (all references herein to the “Agreement” include the Agreement as supplemented by the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District).

b. The purpose of the Program is to enhance the academic success of elementary students of District, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility.

3. Performance Period. The initial term of this Agreement shall be for a period of one (1) year and shall coincide with the timeframe(s) identified on Exhibit “A”, unless earlier terminated as provided in this Agreement (the “Initial 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 Initial Term, this Agreement shall automatically renew for additional one (1)-year terms coinciding with the timeframe(s) identified on Exhibit “A”, subject to earlier termination as provided in this Agreement (the “Extended 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.

4. Fiscal Agent. District shall be the fiscal agent for the Program. As fiscal agent, District shall be solely responsible for compliance with the terms and conditions set forth in this Agreement related to the incurring of Program expenses, including the approval thereof, the payment of any and all bills and invoices related to the Program, and the submission of financial reports to Learning Community related to the Program.

5. Elementary Learning Center Program. The Program shall be implemented as an Elementary Learning Center program of Learning Community and District. Funding for the Program shall be provided from the Elementary Learning Center Fund Budget of Learning Community (the “Program Amount”). The Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The ELC ED shall, on behalf of and for Learning Community, have general oversight of the Program with regard to compliance by District with the terms of this Agreement, but shall have no authority with regard to the implementation, day-to-day operations or staffing of the Program, which shall be the sole responsibility of District.

6. Participants. District shall determine how many students will enroll in the Program and select the students that will participate in the Program; provided, however, that the Program shall not have an official enrollment of less than fifty percent (50%) of the projected enrollment set forth in the Program.

7. Program Funding.

a. The Program Amount will be paid in monthly installments over the course of the Initial Term and, if applicable, the Extended Term, and paid in arrears pursuant to statements submitted to Learning Community for costs incurred and services rendered by District 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 September 5, 2024 (i.e. covering August 2024). Upon the written request of Learning Community, District 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. The final monthly payment will be remitted subsequent to the termination of the Program or expiration of the Extended Term, whichever occurs first, and submission of the final report to Learning Community pursuant to Section 8.b of the Agreement. The final report will include a statement for Program services provided during the Initial Term and, if applicable, the Extended Term, which statement will set forth an itemized listing of expenses actually incurred by District 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 District, remit the final monthly payment to District within thirty (30) days after receipt of the final report; provided, however, that the amount remitted in the final monthly payment will not result in the total amount paid to District exceeding either the lesser of the budget amounts reflected on Exhibit A of the Agreement or the total amount of Program expenses actually incurred by District. If, upon receipt and review of the final report, Learning Community has, after application of all remittances made pursuant to Section 7.a and this Section 7.b. of the Agreement, made payments to District which exceed the total amount of Program expenses actually incurred by District, District 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 7.a and Section 7.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, additional payments or any other expenses, incurred by District in the performance of the services related to the Program.

d. District expressly agrees and acknowledges that District shall be solely and exclusively responsible for the day-to-day operations of the Program and for any and all payments to any contracted service providers contracted by District for services related to the Program. Learning Community shall not be responsible for any payment to any such contracted service providers for services related to the Program and District specifically acknowledges that Learning Community has no obligation for providing the day-to-day operations of the Program or for any payments of any kind or nature to any contracted service providers, other than its obligation to reimburse District for Program expenses as provided in Sections 7.a and 7.b.

e. 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 District has not complied with any material term or condition of this Agreement; (ii) to protect the purposes and objectives of the Program; or (iii) to comply with changes in the requirements of any law or regulation applicable to Learning Community, District, or the Program.

f. District 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 termination of this Agreement by Learning Community in accordance with Section 12 herein. District further expressly acknowledges and agrees that funding of the Program following the Initial Term is subject to change due to reallocation of funding within the subcouncils, availability of Carryover Funds from the Initial Term, and ultimate approval by Learning Community.

g. In the event that the Program is terminated or suspended for any reason before payment of the Program expenses incurred by District, Learning Community will pay to District within thirty (30) days of submission by District to Learning Community of an invoice for any unreimbursed Program services provided during the Initial Term or Extended Term and for the costs of terminating any contracts with vendors or other third parties providing services or material for the Program, which invoice shall set forth an itemized listing of expenses actually incurred by District and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice.

8. Reporting.

a. Within sixty (60) days of the termination of the Program or expiration of the Initial Term, whichever occurs first, and within sixty (60) days of termination of the Program or expiration of the Extended Term, whichever occurs first, District shall collect and report to the Munroe-Meyer Institute for Genetics and Rehabilitation, University of Nebraska Medical Center (“Evaluator”), the third-party evaluator of the Program retained by Learning Community, or such other qualified third-party evaluator retained by Learning Community and who is compliant with the Family Educational Rights and Privacy Act, as amended (“FERPA”), specified demographic and program evaluation data, as follows: (i) that data specified in the Program; and (ii) data mutually agreed upon by District, Learning Community and Evaluator. Learning Community acknowledges and agrees that any personally identifiable student information obtained by Evaluator from District pursuant to this Agreement is subject to FERPA, and in accordance with District’s position thereon, such personally identifiable information shall not be disclosed to Learning Community, and Learning Community will not be provided access to such personally identifiable information.

b. Within sixty (60) days of the termination of the Program or expiration of the Initial Term / Extended Term, whichever occurs first, District shall prepare and submit to Learning Community a written final Program report (“Report”). The Report shall include a narrative description of Program activities and accomplishments, including progress made on student learning outcomes and evaluation data described in the Program, and a detailed accounting of all expenditures made from payments received pursuant to Section 7.a and 7.b. Said Report shall be submitted to the ELC ED. At the request of Learning Community, District shall make a live presentation of the Report to the appropriate achievement subcouncil of Learning Community Coordinating Council, and the Elementary Learning Centers Task Force.

9. Obligations of District.

a. District 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. District acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community. Prior to commencing the Program, District shall have submitted a fully-executed Statement of Assurances regarding the Program to Learning Community with this Agreement.

b. The ELC ED, or other designated representative of Learning Community, will be permitted to conduct pre-arranged site visit(s) to the Program during the Initial Term and Extended Term, as applicable in order to evaluate the Program, the provision of services, and the administration and implementation of the Program. For purposes of this Section 9.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than twenty-four (24) hours in advance.

c. Absent express approval from Learning Community, funds provided by Learning Community pursuant to this Agreement shall be accounted for separately in the financial books and records of District. District 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, and 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. District

shall keep all financial records with respect to this Program for at least four (4) years following the year during which the Initial Term or Extended Term ended, whichever is later. Learning Community, or a designated representative thereof, reserves the right, upon prior written notice, to audit District's books and records relating to the expenditure of any funds provided by Learning Community related to the Program.

d. District shall assure that all District employees providing services in conjunction with the Program shall have the appropriate credentialing or other licenses required by state law. District shall require, via contract with any contracted provider of Program services, that such third party shall require that its employees have the appropriate credentialing or other licenses required by state law.

e. As permitted by law, District shall conduct, for its employees providing Program services who will, or may, directly interact with children a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check, and District shall require, via contract with any contracted provider of Program services, that such third party conduct said checks on all officers, employees and volunteers of said contracted provider involved with the Program, as permitted by law, who will, or may, directly interact with children. Neither District nor, if applicable, a contracted entity shall knowingly permit the involvement with the Program of any officer, employee or volunteer of said entity who does not pass all checks.

f. If applicable, District shall assure that all entities with whom District contracts to provide services for the Program have a license to operate in Nebraska, if such a license is required by law.

g. District shall procure and maintain at all times during the Initial Term and Extended Term, and, if applicable, shall require that all contracted service providers with whom District contracts for the Program procure and maintain at all times during the Initial Term and Extended Term, as applicable, the following minimum types and amounts of insurance:

i. Commercial General Liability Insurance providing coverage to District 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. District 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;

ii. Sexual Abuse & Molestation coverage with a limit of not less than \$500,000 each occurrence and \$1,000,000 in the annual aggregate;

iii. Professional or Educator's Legal Liability insurance with a limit of not less than \$1,000,000 each claim;

iv. Automobile Liability insurance with a combined single limit for bodily injury, death and property damage of not less than \$1,000,000 per accident, which coverage shall apply to all owned, hired and non-owned vehicles used by District, its employees, agents, representatives, volunteers in conducting the Program;

v. Workers' Compensation Insurance covering District and its employees for all costs and statutory benefits and liabilities under the Nebraska Workers Compensation Act and any similar laws for its employees, and Employer's Liability Insurance with limits of not less than \$100,000 each employee injury, \$100,000 each employee disease, and \$500,000 policy limit for all accident injury or disease. District may self-insure for Worker's Compensation coverage. District 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

vi. Umbrella / Excess Liability Insurance with limits of not less than \$1,000,000 each occurrence which shall provide additional liability coverage in excess of the Commercial General Liability, Auto Liability and Employer's Liability.

Before District or any contracted service provider shall be permitted to begin work or provide services, District and all such contracted service providers shall provide Learning Community with evidence of such insurance issued on a standard ACORD Certificate of Insurance as will meet all insurance requirements stated in this Agreement. It is the sole responsibility of District and any contracted service provider to provide Learning Community with written notice should any required insurance pursuant to this section be cancelled or non-renewed. Failure of District or a contracted service provider to provide and maintain all insurance required, or failure to provide written notice, shall not relieve District or such contracted service provider of its obligation under this Agreement.

By requiring insurance under this Agreement, Learning Community does not represent that the coverage and limits required will necessarily be adequate to protect District or its contracted service providers for all claims or amounts of loss. Such coverage and limits shall not be deemed or construed to be any limitation of District's, or its contracted service provider's, liabilities under any indemnification obligations provided to Learning Community under this Agreement.

h. District shall allow Learning Community 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. Learning Community may include information regarding the Program, any photographs provided by the parties, and any general information about the parties and their activities in any external communications of Learning Community; provided, however, that Learning Community shall not use any District logos or trademarks without the prior approval of District, which approval shall not be unreasonably withheld.

10. Obligations of Learning Community. Learning Community shall:

a. Provide funds to District in a manner consistent with the terms and conditions of this Agreement; and

b. Comply with the terms and conditions of this Agreement, as well as all applicable laws, rules, and regulations applicable to Learning Community

11. Warranties & Representations. District hereby warrants and represents to Learning Community that:

a. 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 District and the Program.

b. There is no fact known to District, its board members, officials, employees, representatives or agents which would materially affect the decision of Learning Community to enter into this Agreement which was not been disclosed to Learning Community.

c. District is responsible for administering the Program in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Program. District acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community.

12. Termination. Either party may terminate this Agreement, with or without cause, at any time prior to the natural conclusion of the Initial Term or the Extended Term, as applicable, upon sixty (60) days prior written notice to the other party; provided, however, that performance may be terminated with immediate effect by Learning Community upon delivery of written notice to District if Learning Community determines, in its reasonable judgment, that District is in material breach of this Agreement.

13. 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 North 24th Street
Omaha, Nebraska 68110
FAX: (402) 964-2478

If to District: Dr. Jeff Rippe, Superintendent
Bellevue Public Schools
2600 Arboretum Drive
Bellevue, Nebraska 68005
FAX: (402) 293-4005

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

14. 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. Neither party shall have any authority to bind the other party hereto.

15. 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 Program 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.

16. 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.

17. Governing Law. This Agreement shall be interpreted according to the law of the State of Nebraska.

18. Citizenship Verification. District 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.

19. Compliance with Applicable Laws. The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Program, including, but not limited to, FERPA and Neb. Rev. Stat. § 84-712 to 84-712.09, as amended.

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

21. 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.

22. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

23. Assignment. This Agreement may not be assigned or transferred by either party to this Agreement except by written agreement of the non-assigning party.

24. Time is of the Essence. The Parties acknowledge and agree that time is of the essence with respect to the final execution of this Agreement. As such, in the event District fails to provide Learning Community with an executed copy of this Agreement by August 1, 2024, the offer to enter into this Agreement by Learning Community shall automatically expire and become null and void as of such date. At the discretion of Learning Community, this may result in the funding identified in this Agreement being reallocated to other districts within the subcouncil.

25. Entire Agreement. This Agreement, together with any exhibits or schedules hereto, constitutes the entire agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

[Signature page follows]

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

SCHOOL DISTRICT NO. 1 OF SARPY COUNTY,
aka BELLEVUE PUBLIC SCHOOLS, a Nebraska
political subdivision

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

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT

Exhibit "A"

Elementary Learning Center
Programming Description & Budget

(See Attached)

SUBCOUNCIL 5

Bellevue Public Schools – Instructional Coaching



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

Instructional Coaching Proposals

Summary			
Electronic File Name:	Proposal 2024/2025 – 2026/2027_LearningCommunity_ District Name		
School District:	Bellevue Public Schools		
Program Name:	Elementary Instructional Coaching		
Program Category	X Instructional Coaching		
Amount Requested:	\$309,000		
Sub council: (choose only one)	<input type="checkbox"/> #1 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #6		
Program Start Date:	August 2024	Program End Date:	August 2027
Please use Attachment B to complete the following fields:		Total Cost of Program:	\$1,209,000
# of Weeks per Year of Program:	45 weeks	# Program Hours per Week:	40 hours
# of Students in Program:	1896 students	Contact Hours per Teacher per Week:	Avg. 2 hours per week
# of Teachers Coached:	113 teachers	Cost per Teacher per Hour:	\$59.00
# of Coaches:	5 coaches		
Supporting Documents:	<p>X We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.</p> <p>X On Attachment B, please provide the budget summary and cost-per-teacher per hour.</p>		
Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.	<p>Please limit response to 300 words or less in the space below.</p> <p>Bellevue Public Schools will employ five elementary instructional coaches, with a primary focus on reading, mathematics, and blended learning instruction in K-6, in six of our highest need schools. These schools are Avery, Belleaire, Bertha Barber, Betz, Central, and Twin Ridge. The schools were identified based on poverty level and longitudinal student academic performance in reading and mathematics. Our coaching program is based on the work of Diane Sweeney's Student Center Coaching Model and is aligned to our District Instructional Model as well as the BPS Strategic Plan. Instructional coaches are full-time professional developers, on-site in schools. They work with teachers to incorporate research-based instructional practices within the</p>		

	<p>classroom for job embedded support that builds the capacity of all staff. When they work with students, they do so with the primary goal of modeling effective practices for teachers. The approach is student-centered and based on a partnership approach to improving student learning and instruction. We have provided ongoing professional development to principals, coaches and teachers about effective collaborative coaching and reflective feedback strategies. The emphasis is on job-embedded professional development using a non-evaluative and data driven approach. Our Director of Curriculum and Instruction is responsible for leading and supervising our BPS instructional coaching program. District and building Instructional leaders are participating in ongoing professional learning about effective coaching strategies and the Bellevue Public School instructional model.</p>
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Contact Information	
Name and Title:	Nicole Fox, Director of Curriculum, Instruction, and Professional Learning
School District:	Bellevue Public Schools
Email:	nicole.fox@bpsne.net
Phone:	402-827-8584
Street Address:	2600 Arboretum Drive
City, State and ZIP Code:	Bellevue, NE 68005

<p>Educational Need – All Programs: Considering support services already in the buildings, please rank in order the schools with the highest needs for these services (highest to lowest). Needs statements for each building need only be filled out if requested in advance by the Learning Community.</p>
<p>Please report using Attachment A.</p>
<p>a. Evidence Based Research—New Programs Only: Briefly describe and cite the scientific research model that provides evidence the program will assist teachers in helping students meet state and local academic achievement standards. Include references, for example (Jones & Chavez, 1999). References do not count toward word limitations. This section may be more limited if prior experience is listed in 2b.</p>
<p><i>(Please limit response to 200 words or less in the space below.)</i></p>
<p>b. Evidence of Program Outcomes – All Programs: Have you implemented this program previously? If so, please be sure to report the following information.</p>
<ul style="list-style-type: none"> o <i>What strategies is your program using to support teachers' and other staff members' continuous improvement in these key teaching/learning interactions?</i> o <i>Please include effect size scores from previous year evaluation from ICPE-Munroe</i>

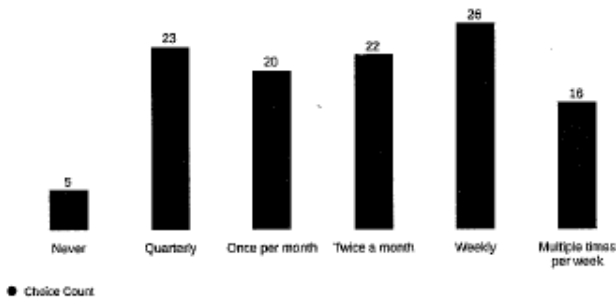
Meyer. o Individual results will not be published by the Learning Community.

Instructional Coaches partner with all staff in their buildings with an emphasis on new teachers in their first three years of practice. A variety of high yield strategies are utilized to improve teaching and learning with the job embedded instructional coaching program. Data was collected on the frequency that staff engage with the instructional coach and the impact of direct and indirect instructional coaching activities.. Student outcomes continue to be measured using MAP and NeSA types assessments for reading and math.

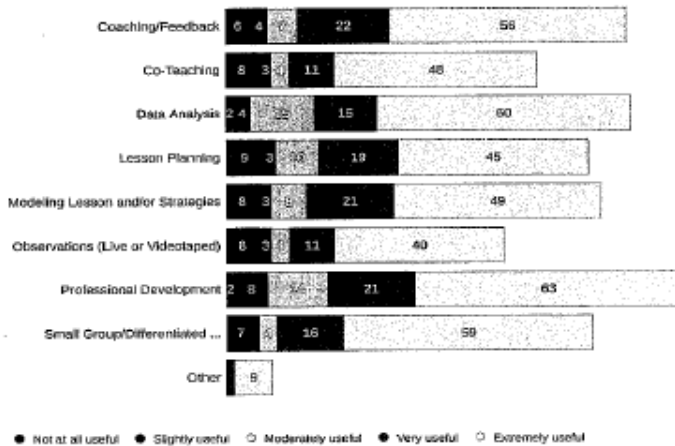
Participating Buildings: Avery, Belleaire, Bertha Barber, Betz, Central and Twin Ridge *Service Delivery Model:* Five instructional coaches provided support to teachers across six elementary buildings.

The data below reflects responses from 113 staff at participating buildings. Of the 113 staff, 96% reported participating with the instructional coach multiple times throughout the year for professional learning to build capacity.

Approximately how often did you work with your coach/facilitator during the 2022-2023 school year (including one on one, small group, and large group professional development)?



Please rate each coaching activity in terms of how useful it was to you as a teacher.



c. Strong Personalized Learning – New Programs Only: Provide a brief overview and describe how the program will personalize learning for the individual teacher to the fullest extent possible, providing the most appropriate, research-based instructional strategies focusing on identified student needs. How will you ensure the program focuses on an identified strategy or skill for teachers? New programs should demonstrate at least one year of implementing this evidence based program. Include references, for example (Jones & Chavez, 1999). References do not count toward word limitations.

(Please limit response to 200 words or less.)

d. Standards and Objectives—New Programs Only: Describe how the program will provide targeted, intensive coaching along with the approximate ratio of teachers per instructional coach. o What is the intensity of the program (i.e. duration, frequency) and how do you know this dosage is effective? o How will you decide which teachers receive intensive coaching? o Please provide a description of the coaching time with targeted teachers including observations, modeling, feedback, and data analysis. Please also provide a breakdown of the percentage of time the instructional coaches spend in staff development (large group), coaching activities and then other tasks/activities. o How will you measure the impact of instructional coaching on classroom instruction?

(Please limit response to 200 words or less.)

e. Staff Protocols for Coaches—New Programs Only: What specific training will the coaches receive? How will you prioritize which teachers receive the coaching? What protocols will be in place to ensure strong relationship building between coaches and teachers? What will you use to determine the quality of instruction (i.e. scaffolding, effective questioning to prompt reflection and critical thinking)?

(Please limit response to 200 words or less.)

f. Standards and Objectives—New Programs Only: Describe how the program will provide targeted, intensive coaching along with the approximate ratio of teachers per instructional coach. o What is the intensity of the program (i.e. duration, frequency) and how do you know this dosage is effective?
o How will you decide which teachers receive intensive coaching?
o Please provide a description of the coaching time with targeted teachers including observations, modeling, feedback, and data analysis. Please also provide a breakdown of the percentage of time the instructional coaches spend in staff development (large group), coaching activities and then other tasks/activities.
o How will you measure the impact of instructional coaching on classroom instruction?

(Please limit response to 200 words or less.)

g. Staff Protocols for Teachers—New Programs Only: Describe the protocol process agreed upon with each school served to decide how teachers are identified for both coaching and participation. How will you determine which teachers will serve as coaches?

(Please limit response to 200 words or less.)

h. Staff Coordination—New Programs Only Describe how you will provide dedicated staff time for coaches to provide specific feedback to teachers? How will you ensure teachers understand instructional strategy feedback will not be used in any performance evaluations?

(Please limit response to 200 words or less.)

i. Staff Improvement—New Programs Only: How will the quality of coaches meet or exceed the indicators of staff quality in the regular classroom? How will coaches help to continually improve services provided by the teacher?

(Please limit response to 200 words or less.)

Knowledge Transfer—All Programs: To what extent would you be willing to network in sharing best practices and results with other providers?

(Please limit response to 200 words or less in the space below.)

Bellevue Public Schools instructional coaches and their district administrative supervisor are active participants in an ESU #3 Coaching CADRE group along with various metro districts that are meeting quarterly for collaboration, support and networking about the implementation of effective instructional coaching. We welcome and seek out additional opportunities to share best practices and information about our ongoing work in this area and continue to provide our instructional coaches with opportunities to build their capacity.. We are happy to welcome on-site visits and to share artifacts and documents that may be beneficial to others.

Budget Summary/Justification—All Programs: Provide a detailed, itemized budget for each category of program income and expense on an attached document. Justify proposed expenditures by providing details as to the purpose of the expenditure and the itemization of the expense (*i.e.* hourly rate or per item cost). Program budgets should balance (project income minus project expense= \$0). Please also indicate total cost of program, number of weeks per program, number of teacher and program hours per week.

Please complete Attachment B

Assurances – All Programs: The applicant understands by submitting this proposal that the applicant assures the Learning Community that they will comply with the assurances and will provide the listed information to ICPE-Munroe Meyer Institute for the 2023/2024; 2024/2025; 2025/2026 evaluation. The applicant understands that student-identifiable data and district-level data will be aggregated for the Learning Community and will, therefore, not be publicly disclosed.

The district or organization assures:


- All information, including attachments, is accurate and current to the best of the applicant's knowledge.
- If the funding allocation is different than the original proposal, we will send a revised RFP application within 2 weeks of notification.
- We will provide a final actual budget within 4 weeks of program completion.
- We will not utilize any of the third-party evaluation information in teacher performance

reviews. **For Extended Learning, Jumpstart to Kindergarten and Instructional Coaching**

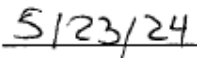
Programs:

- We will provide student level data to be reported to the external evaluation team linked by NSSRS ID number with key demographic variables (free or reduced lunch, SPED, ELL, gender, race, ethnicity, grade level). Data should be provided within 60 days of program completion.
- We will provide student level data for other key variables (NSCAS ELA, writing, mathematics and science) and other information that districts systematically collect for K-6 (such as NWEA-MAP, FastBridge, or other district assessments). Data should be provided within 60 days of program completion. The MEFS will be collected pre and post for the Jumpstart to Kindergarten Program by the UNMC/MMI evaluation team.
- We will submit parent, teacher, and/or surveys (as applicable) within 60 days of program completion.

I understand all of the above information is accurately and completely represented to the best of my knowledge. If Learning Community staff should have clarification questions, we agree to respond within two business days.



Superintendent



Date

ATTACHMENT A

Subcouncil

Program Type: Instructional Coaching

School District: **Bellevue Public Schools**

Building(s) Served (please include highest to lowest priority)	# of Teachers	# of Coaches	ONLY IF REQUESTED BY LEARNING COMMUNITY: Needs Statement for each building. Data may include student demographics, performance, and unique needs.
Betz Elementary	23	1	247 students 72% free/reduced
Belleaire Elementary	24	1	315 students 68% free/reduced
Central Elementary	11	0.5	189 students 58% free/reduced
Avery Elementary	19	1	358 students 57% free/reduced
Twin Ridge Elementary	18	1	297 students 52% free/reduced
Bertha Barber Elementary	12	0.5	165 students 52% free/reduced
TOTAL	107	5	1,571 students

ATTACHMENT B

Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in kind)	\$900,000	
Learning Community Request	\$309,000	
Total Program Revenue	\$1,209,000	
Program Expenses	Amount	Comment
Salaries & Wages	\$954,787	<i>indicate % FT and % PT here</i>
Insurance Benefits	\$230,857	
Transportation Costs	\$	
Training	\$23,605	
Equipment	\$	
Supplies	\$500	
Printing & Copying	\$	
Telephone & Internet	\$	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$	
Total Program Expenses	\$	

Total Cost of Program	# of Weeks per Year of Program	# of Teachers in Program	# Program Hours per Week
\$1,209,749	45	133	40

MEMORANDUM

To: Members of the Learning Community Coordinating Council

From: Gerald Kuhn, Interim Chief Executive Officer and Itzeni Nayeli Lopez, Executive Director, Elementary Learning Centers

Date: June 2024

Re: Early Childhood Partnership

Request Action: New Program to Expand Services in South Omaha

Type of Contract: Cost Reimbursable

Terms: September 2024 – August 2027; \$3,434,528.8

Partner: Omaha Public Schools

Overview:

Intensive Early Childhood (IEC) Partnership, a program that is in collaboration with Omaha Public Schools is based on evidence-based models that include four key components: intensive teaching teams, reflective coaching, professional development, and family engagement. The model was first introduced in 2013 to Kellom and Conestoga Magnet. After consecutive years of positive outcomes based on the model, the Learning Community expanded services to a total of six schools in North Omaha. This model will be now replicated to support the Castelar and Spring Lake Elementary in South Omaha, the pilot will include subcontracted services with external agencies for reflective coaching and behavior consultant.

Supporting Detail

The intensive program includes early childhood teams, consisting of teachers, leadership and family support staff, to implement a combination of services and support. Utilizing an inclusive model, these professionals work with all children and discuss effective teaching strategies using data for continuous improvement.

Current Results

Third-party evaluation results showed the institutional practices improved in the intensive early childhood classroom. The most recent results indicated the IEC classrooms' quality was above the 10% of Head Start classrooms nationally and PreK students with IEP's gained an average of 3 standard score points on the vocabulary assessment. The full evaluation report can be found at <https://learningcommunityds.org/our-results-measure-impact/>

Intensive Early Childhood Programming

Proposal Goal

- Add Intensive Early Childhood Programming for PreK and Kindergarten at Castelar and Spring Lake
 - Subcontract with BECI to provide training and coaching specialists

Demographics

Spring Lake

Early Childhood Classrooms – 3

Kindergarten Classrooms – 6

Free & Reduced Lunch Rate – 78.4%

Dual Language

Total Enrollment - 686

Demographics

Castelar

Early Childhood Classrooms – 1

Kindergarten Classrooms – 3

Free & Reduced Lunch Rate – 72.4%

Dual Language

Total Enrollment - 514

Goal of Intensive Early Childhood Programming

To close the opportunity gap for children, families and community childcare facilities by providing wrap around support using the School as Hub model. This will ensure that children and families are provided and have access to the education and resources needed from birth to 3rd grade and beyond.

Positions

One for each building

Home Visitor

- Serving Birth to age 3
- Caseload of 15 families
- Home visits, Drop In & Play, summer activities

Family Facilitator

- Serving ages 3-5
- Caseload of 15 families
- Drop In & Play, parenting groups, family events

Positions

One for each building

Family Support Worker

- Supports early childhood classroom students
- Goal setting with families
- Assists with accessing wrap-around services for families

Community Facilitator

- Building Bridge between schools and childcare
- Goal setting with childcare facilities
- Provides access to materials (Bodega)
- Provides trainings based on survey input

How Will We Know It's Working

- Attendance at Family Events
- Referrals for further services
- Student attendance at school
- CLASS scores for teachers
- Parent survey
- Childcare provider participation

Staffing Costs

Positions	Number of Positions	Year 1	Year 2	Year 3
Family Support Worker	2	\$110,369.52	\$115,887.99	\$121,682.39
Home Visitor	2	131,358.40	137,926.32	144,822.63
Family Facilitator	2	131,358.40	137,926.32	144,822.63
Community Facilitator	2	131,358.40	137,926.32	144,822.63
Total		\$489,985.60	\$529,666.95	\$556,150.28

Operating Costs

Operating Costs for Two Sites	Year 1	Year 2	Year 3
Family Room Set Up *Learning resources, toys, lesson supplies, furniture, books	\$75,000.00	\$10,000.00	\$10,000.00
Technology/Staff Supplies *Computers, printers, desks, chairs, paper	\$25,000.00	15,000.00	\$15,000.00
Conferences/Professional Learning for the following: National Association for the Education of Young Children (NAEYC) conference, Growing Great Kids Curriculum, Conscious Discipline	\$26,180.00	25,000.00	\$25,000.00
Family Engagement *Treats/Meals as needed, supplies, backpack program, etc.	\$6,000.00	\$6,000.00	\$6,000.00
Mileage	\$3,000.00	\$3,000.00	\$3,000.00
FAN Professional Learning	\$2,400.00	\$2,400.00	\$2,400.00
Total for Operating Costs	\$135,180	\$61,400	\$61,400

Contracting Services

Child Saving Institute/KidSquad



Total: \$478,143

Child Saving Institute				
KidSquad Learning Center Budget				
	Year 1	Year 2	Year 3	Total
Expenses				
2.0 FTE Budget	101,000	105,040	109,242	315,282
Fringe Taxes & Benefits	30,300	31,512	32,772	94,584
Total Salaries & Benefits	131,300	136,552	142,014	409,866
Background Checks	300	300	300	900
Technology	1,266	1,330	1,396	3,992
Travel	1,786	1,874	1,968	5,628
Program Supplies	1,200	1,300	1,400	3,900
Employee Training & Development	3,000	3,200	3,400	9,600
Indirect Expenses	14,163	14,745	15,349	44,256
Total Expenses	21,715	22,749	23,813	68,277

Contracting Services

Buffett Early Childhood Institute

Contracting Services	Year 1	Year 2	Year 3
Staff and fringe benefits	\$271,504	\$279,650	\$288,040
trainings, materials, project related travel	\$60,700	\$60,700	\$51,500
Indirect Cost	\$33,320	\$34,135	\$34,054
	\$366,524.00	\$375,485.00	\$374,594.00
Total for 3 years			\$1,116,603

Total Budget

	YEAR 1	YEAR 2	YEAR 3
Salaries	\$498,985.60	\$529,666.95	\$556,150.28
Operating Costs	132,180.00	61,400.00	61,400.00
Sub-Contracting Costs	366,524.00	375,485.00	374,594.00
Sub-Contracting Costs	153,015.00	159,301.00	165,827.00
Total	\$1,150,704.60	\$1,125,852.95	\$1,157,971.28

3-Year Total

\$3,434,528.83

Intensive Early Childhood Programming

Sub-Contracting Services

Child Saving Institute/KidSquad



Total: \$312,316.00

Child Saving Institute		
KidSquad Learning Center Budget		
	Year 1	Year 2
Expenses		
2.0 FTE Budget	101,000	105,040
Fringe Taxes & Benefits	30,300	31,512
Total Salaries & Benefits	131,300	136,552
Background Checks	300	300
Technology	1,266	1,330
Travel	1,786	1,874
Program Supplies	1,200	1,300
Employee Training & Development	3,000	3,200
Indirect Expenses	14,163	14,745
Total Expenses	21,715	22,749

AMENDMENT TO EARLY CHILDHOOD PARTNERSHIP INTERLOCAL AGREEMENT AND ACKNOWLEDGEMENT OF SUBCONTRACTING

THIS AMENDMENT TO EARLY CHILDHOOD PARTNERSHIP INTERLOCAL AGREEMENT AND ACKNOWLEDGMENT OF SUBCONTRACTING (this “Amendment and Acknowledgement”) is made and entered into effective June __, 2024 (the “Effective Date”) by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Learning Community”), and Douglas County School District 0001, aka the Omaha Public Schools (“OPS”) a Nebraska political subdivision. (OPS and Learning Community are occasionally referenced to herein as “Parties” collectively and “Party” individually.)

RECITALS

WHEREAS, Learning Community and OPS are Parties to that certain Early Childhood Partnership Interlocal Agreement entered into by and between the Parties and effective as of September 1, 2023 (the “Agreement”);

WHEREAS, OPS desires to subcontract certain services and obligations under the Agreement, and Learning Community desires to approve of such subcontracting by OPS;

WHEREAS, pursuant to Section 17 of the Agreement, the Parties desire to amend the Agreement on the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Defined Terms. All capitalized terms contained in this Amendment and Acknowledgement that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. Subcontracting. As of the Effective Date, a new Section 21, as set forth below, is hereby added to the Agreement:

“21. Subcontracting. OPS may not delegate or subcontract its rights or obligations under this Agreement without the prior written approval of Learning Community in each instance. No delegation or subcontract shall relieve OPS of any of its obligations or liabilities hereunder. OPS shall cause all of its subcontractors to comply with all of OPS’s obligations under this Agreement. OPS shall remain fully responsible for the acts and omissions of its subcontractors, including maintaining appropriate insurance to cover such acts and omissions.”

3. Learning Community Approval. Learning Community acknowledges and approves of OPS subcontracting those certain services and obligations under the Agreement that are set forth on Exhibit A attached to this Amendment and Acknowledgement and incorporated herein by reference.

4. Conflict of Terms. In the event of a conflict between the terms and conditions of the Agreement and this Amendment and Acknowledgement, the terms and conditions of this Amendment and Acknowledgement shall apply.

5. Ratification and Reaffirmation. The Parties do hereby ratify, reaffirm, adopt, contract for, and agree to be or continue to be, as the case may be, bound by all of the terms and conditions of the Agreement. Except as modified herein, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Amendment and Acknowledgement by the Parties is not intended to and shall not constitute a release of the Parties from any and all obligations or liabilities which they have to each other under and pursuant to the terms of the Agreement, and the Parties are not released from any such liabilities or obligations.

6. Integration. The Agreement together with this Amendment and Acknowledgement, including the recitals to this Amendment and Acknowledgement and the exhibits attached hereto, each of which is incorporated herein by this reference, constitutes the entire agreement of the Parties relating to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the Parties with respect to the subject matter hereof.

7. Counterparts. This Amendment and Acknowledgement may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which, once executed, shall be deemed an original, but all counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment to Early Childhood Partnership Interlocal Agreement and Acknowledgement of Subcontracting as of the date first set forth above.

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

Douglas County District 0001, aka Omaha
Public Schools, (OPS) a Nebraska political
subdivision

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT A

SUBCONTRACTED SERVICES

Total to subcontract = \$312,316.00

Child Saving Institute		
KidSquad Learning Center Budget		
	Year 1	Year 2
Expenses		
2.0 FTE Budget	101,000	105,040
Fringe Taxes & Benefits	30,300	31,512
Total Salaries & Benefits	131,300	136,552
Background Checks	300	300
Technology	1,266	1,330
Travel	1,786	1,874
Program Supplies	1,200	1,300
Employee Training & Development	3,000	3,200
Indirect Expenses	14,163	14,745
Total Expenses	21,715	22,749

Learning Community Center of North Omaha

Special Project Request

We are excited to present a series of transformative initiatives aimed at enriching our educational environment and enhancing our operational efficiency. We seek your generous support to fund the installation of outdoor furniture for a new outdoor classroom, vital updates to our current database for improved material management and custom reporting, investment in professional development and coaching for our dedicated staff, and necessary upgrades to the indoor furniture in our childcare rooms. These enhancements will significantly contribute to creating a more engaging and effective learning experience for the children we serve. Your contribution will help us to continue providing exceptional care and education to our community's youngest learners.

Funding total request: \$116,922.50

Funding breakdown:

\$50,000.00 - Outdoor Classroom / NE Extension

Outdoor classrooms are an amazing opportunity to engage children in learning all subjects – science, math, social studies and reading. LCCNO partnered with Nebraska Extension to identify ways to enhance the outdoor space for the children we served. All the outdoor furniture is of high quality and has a lifetime guarantee.

Item name	company	cost
Large Outlast Set	community playthings	\$11,400
Outlast Cascade	community playthings	\$2,510
Toddler Activity Set	community playthings	\$5,635
Outlast classic kitchen 22"	community playthings	\$3,365
Outlast project table set preschool	community playthings	\$1,750
Outlast play table set toddler	community playthings	\$1,220
outlast play table set preschool	community playthings	\$1,250
Outlast shed 44"	community playthings	3,990
Outlast storage bench w/crates	community playthings	\$1,140
Small Sandbox storage shelf	community playthings	\$2,050
Little Cedar Climber Playhouse	Play with a purpose	\$7,999
Landscaping - plant, mulch and possible soil removal		\$5,691
Extension program free		\$2,000

		\$50,000

\$13,070.00 - STAN Database for Parent University

STAN is the current database to track participants at both centers. The following is quote to incorporate a check-in and check-out system for books, laptops and other items as needed. We will also incorporate the ability to customize reports and create a tutorial video for onboarding new staff.

Development tasks	Estimated effort (Development Only)
#1 Priority: STAN DB Accuracy	Varies
#2 Priority: Create a check-in and check-out system for participants using the STAN ID for classes	20.00
<i>Add new data fields</i>	4.00
<i>New Screen for Check In</i>	12.00
<i>Childcare check in (Optional)</i>	4.00
#3 Priority: Develop a way for participants to check out and check in books from the library inventory	14.00
<i>Check out/Check in screen</i>	10.00
<i>New Fields</i>	4.00
#4 Priority: Report Flexibility	40.00
<i>Participants</i>	4.00
<i>Add extended properties</i>	
<i>Cohorts</i>	4.00
<i>Would teacher, cohort name, active classes</i>	
<i>Classes</i>	4.00
<i>Would have teacher, cohort, participants, session dates</i>	
<i>Attendances</i>	4.00
<i>Have participant, teacher, session/class information, start date, cohort</i>	
<i>Library Items</i>	4.00
<i>Library item info, information on current check out, most recent check in</i>	
<i>Evaluations</i>	4.00
<i>Evaluation type, scores, participant info, evaluator, dates, notes</i>	
<i>Visits</i>	4.00
<i>Similar data to Evals</i>	
<i>Social Assistance</i>	4.00
<i>Similar data to Evals</i>	
<i>Workforce Development</i>	4.00
<i>Add extra fields at beginning like for participant data, add most recent employment at end</i>	
<i>Verify current 4 views are accurate</i>	4.00

\$11,700.00 - Staff Professional Development + Coaching

Parent University is currently undergoing organizational restructuring. We believe that investing in a Work Culture Workshop and 1:1 Coaching with the Director will be highly beneficial in strengthening the growth and foundation of the daily work performed by our staff. DAL Education and Care Solutions LCC will be providing the services.

\$42,152.50 - Indoor furniture for the child learning classrooms, equipment (e.g. desktops updates, classrooms equipment); office furniture.

	Quantity	Price per unit	Total	Description
Update Desktops at Library, Front Desk, Office Space	5	\$1,100	\$5,500	Average Price for Laptop, Docking Stations
Child Learning Classrooms			6,922	Infant Classroom
			16,542	Toddler Classroom
Office Furniture			13,188	
Total			\$42,152	

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 effective as of September 1, 2024 (“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, 2025, a period covering Learning Community's 2024 fiscal year (the "Initial Term"). Thereafter, this Agreement shall, unless otherwise terminated or not renewed pursuant to this Agreement, automatically renew for three (3) 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, 2024. 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, 2024, 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, 2024; 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: Gerald Kuhn
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.

[Signature Page Follows]

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

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

By:

Date:

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

By:

Andrea Skolkin, Chief Executive Officer

Date:

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ONEWORLD COMMUNITY HEALTH CENTERS, INC.

ELEMENTARY LEARNING CENTER OPERATING AGREEMENT

Exhibit "A"

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

Type of Contract: Cost Reimbursable

Terms: **2024/2025**

\$2,624,603 (day/evening) + \$558,978 (one school site) = **\$3,183,581**

2025/2026

\$2,684,374 (day/evening) + \$846,855 (two school sites) = **\$3,531,229**

2026/2027

\$2,747,500 (day/evening) + \$869,406 (two school sites) = **\$3,616,906**

2027/2028

\$2,827,085 (day/evening) + \$893,467 (two school sites) = **\$3,720,552**

Partner: OneWorld Community Health Center, Inc.

Overview:

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

Supporting Detail

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

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

Current Results

Current results can be found at <https://learningcommunityds.org/our-results-measure-impact/>

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, Inc. 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®, Pyramid Model for Parents, financial and digital 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: Thanks to generous private donors, each parent enrolled in the program is loaned a computer. Since 2020, digital literacy was added into all English for Parents classes, and parents in the program have become proficient in using Zoom, email, search engines, and Burlington English and gained skills such as using a mouse, copying and pasting, and typing. Metropolitan Community College offers computer certificates to parents who take onsite courses that include 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), and performing arts sessions (Opera Omaha).

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.

Since 2021, the Learning Community Center of South Omaha has partnered with home and center-based childcare providers working in the South Omaha community. Culturally appropriate, bilingual trainings are offered at the center throughout the year along with monthly coaching in order to support providers who want to improve childcare quality.

INTERACTIVE PARENT/CHILD ACTIVITIES

Interactive parent/child activities are offered to families enrolled in the program to promote supportive and responsive parent/child relationships and interactions, which are the building blocks for healthy brain development. 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

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

The 2022-2023 evaluation report states, "students of parents at LCCSO are entering school with skills and family support need to succeed. For those students with parents attending the program, academic achievement data is obtained from the district. Last year over 75% of the students scored in the average range in math across both time points, and our students had higher rates of proficiency in ELA when compared to district data.

The Learning Community Center of South Omaha has shown a pattern of improved participant and child level outcomes highlighting the impact of the 2GEN approach.

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:

- Continue to enhance the digital literacy program
- Increase child learning staff to support child supervision during outdoor play
- Increase navigator service to lower caseload and increase access
- Addition of Health Navigator
- Add satellite center to increase access for new families

Program Expansion

Consistent with the evaluation feedback and the Learning Community's strategic plan, the program is ready to expand evening programming and two school site locations in partnership with Omaha Public Schools.

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, Inc.				
Learning Community Center of South Omaha				
Main Center - Day + Evening Programming				
4 Year Budget: 2024-2025, 2025-2026, 2026-2027, 2027-2028				
	Year 1	Year 2	Year 3	Year 4
	2024-2025	2025-2026	2026-2027	2027-2028
REVENUE				
Grants & Contracts				
Learning Community	\$2,624,603	\$2,684,374	\$2,747,500	\$2,827,085
TOTAL REVENUE	\$2,624,603	\$2,684,374	\$2,747,500	\$2,827,085
SALARIES AND WAGES				
Instructors - ESL/Parenting (5.9 FTE)	302,311	311,390	317,607	327,136
Navigators (10.5 FTE)	524,212	539,938	550,737	567,259
Child Learning Providers (8.05 FTE)	289,127	297,801	303,757	312,870
Managers/Director (4.5 FTE)	356,330	367,020	374,361	385,591
Program Assistants (3.6 FTE)	118,952	122,521	124,971	128,720
Program Coordinator (1.0 FTE)	56,600	58,298	59,464	61,248
Early Childhood Education Coach (.9)	45,000	46,350	47,277	48,695
TOTAL (34.45 FTE)	1,692,532	1,743,308	1,778,174	1,831,519
OTHER EXPENSES				
FICA 7.65%	129,479	133,363	136,030	140,111
Benefits 18%	304,656	313,795	320,071	329,673.43
Workers Compensation 0.3%	5,078	5,230	5,335	5,495
Mileage/Travel	8,000	8,160	8,323	8,490
Operational Maintenance	8,569	8,740	8,915	9,093
Software Maintenance	2,112	2,154	2,197	2,241
Professional Development and Training	15,000	15,300	15,606	15,918
Tuition Reimbursement	5,000	5,100	5,202	5,306
Employee Assistance/Retainment	4,510	4,600	4,692	4,786
Contract/Professional Fees	44,000	44,880	45,778	46,693
Marketing/Printing	1,200	1,224	1,248	1,273
Telephone and Communications	21,680	22,114	22,556	23,007
Office Supplies	6,400	6,528	6,659	6,792
Parent Support Supplies/Evening Meals	49,800	50,796	51,812	52,848
Meetings and Conferences	4,244	4,329	4,415	4,504
Family Events/Graduations	20,000	20,400	20,808	21,224
Child Learning Supplies/Snacks	8,000	8,160	8,323	8,490
Classroom Materials/Supplies	4,900	4,998	5,098	5,200
Dues/Books/Subscriptions/Licenses	5,000	5,100	5,202	5,306
Minor Equipment/Computers/Furniture	35,000	21,000	30,000	30,600
Postage and Printing	300	306	312	318
Transportation	6,500	6,630	6,763	6,898
Bus Insurance	4,044	4,125	4,207	4,292
	693,471	697,032	719,553	738,559
OneWorld Oversight 10%	230,600	244,034	249,773	257,008
TOTAL EXPENSES	\$ 2,624,603	\$ 2,684,374	\$ 2,747,500	\$ 2,827,085
PRIVATE FUNDING				
Nebraska Children and Families Foundation	132,714	100,000	100,000	100,000
NE Humanities	7,500	7,500	7,500	7,500
Richard Brook Foundation	100,000	100,000	100,000	100,000
Workforce grants (various)	15,000	15,000	15,000	15,000
TOTAL PRIVATE FUNDING	\$ 255,214	\$ 222,500	\$ 222,500	\$ 222,500
		projected private funding		

OneWorld Community Health Centers, Inc.
 Learning Community Center of South Omaha
 School Site Budget for Bancroft (Y1-4) and Forest Station (Y2-4)
 4 Year Budget, 2024-2025, 2025-2026, 2026-2027, 2027-2028

	Year 1 2024-2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028
REVENUE				
Learning Community Contract	558,978	846,855	869,406	893,467
TOTAL REVENUE	558,978	846,855	869,406	893,467
SALARIES AND WAGES				
Instructors - ESL/Parenting (1.0 FTE Y1, 2.0 FTE Y2-4)	50,000	101,500	104,545	107,681
Navigators (3.0 FTE Y1, 5.0 FTE Y2-4)	139,400	232,982	239,971	247,171
Child Learning Providers (2.0 FTE Y1, 3.0 FTE Y2-4)	36,524	55,882	57,558	59,285
Program Assistant (.75 FTE Y1, 1.5 FTE Y2-4)	28,875	58,616	60,375	62,186
School Engagement Supervisors (2 FTE)	55,000	111,650	115,000	118,449
Program Coordinator (.5 FTE)	27,500	28,325	29,175	30,050
TOTAL (7.25 FTE Y1, 12.15 FTE Y2-5)	337,299	588,955	606,624	624,822
OTHER EXPENSES				
FICA 7.65%	25,803	26,319	26,846	27,383
Benefits 18%	60,714	61,928	63,167	64,430
Workers Compensation 0.3%	1,012	1,032	1,053	1,074
Mileage/Travel	1,500	1,530	1,561	1,592
Operational Maintenance	1,200	1,224	1,248	1,273
Software Maintenance	-	-	-	-
Professional Development and Training	5,000	5,150	5,305	5,464
Tuition Reimbursement	1,000	1,226	1,226	1,226
Employee Assistance/Retainment	800	1,200	1,224	1,248
Contract/Professional Fees	9,200	9,384	9,572	9,763
Marketing/Printing	2,000	2,000	1,500	1,500
Telephone and Communications	1,940	3,880	3,958	4,037
Office Supplies	1,200	2,500	2,550	2,601
Parent Time Supplies/Evening Meals	9,000	18,000	18,540	19,096
Meetings and Conferences	1,200	1,224	1,248	1,273
Family Events/Graduations	4,000	4,120	4,202	4,328
Child Learning Supplies/Snacks	2,000	4,000	4,120	4,244
Classroom Materials/Supplies	1,500	2,500	2,575	2,652
Dues/Books/Subscriptions/Licenses	1,000	1,030	1,061	1,093
Minor Equipment/Furniture/Computers	35,000	25,000	25,000	25,000
Transportation	1,750	3,500	3,500	3,500
Bus Insurance	4,044	4,165	4,290	4,419
TOTAL	170,863	180,913	183,746	187,420
OneWorld Oversight 10%	50,816	76,987	79,037	81,224
TOTAL EXPENSES	558,978	846,855	869,406	893,467

LEARNING COMMUNITY OF DOUGLAS & SARPY COUNTIES
PARTNERSHIP GRANTS POLICY

The Learning Community of Douglas & Sarpy Counties (Learning Community) seeks to partner with appropriate nonprofit organizations or political sub-divisions to benefit member schools and their students. Organizations intending to join in these partnerships shall have a strong/established partnership with a school district or districts within the Learning Community in addressing these issues. Organizations will need to apply by completing the *Application for Learning Community of Douglas & Sarpy Counties Partnership Grant* form and submitting it to the office of the Learning Community CEO.

The Learning Community and any partnering organizations does not discriminate on the basis of race (including skin color, hair texture, and protective hairstyles), color, religion, national origin, age, sex, disability, sexual orientation or gender identity, or marital status in its programs and activities. No person or company that has been debarred or suspended from doing business under Federal Assistance programs may apply for Learning Community Partnership Grants.

All applicants should be in active partnership with one or more of the following school districts:

Omaha Public Schools	Millard Public Schools
Bellevue Public Schools	Ralson Public Schools
Gretna Public Schools	Papillion-LaVista Public Schools
Elkhorn Public Schools	Bennington Public Schools
Westside Public Schools	DC West Public Schools
Springfield-Platteview School District	

The application should include an endorsement of the proposal by the school superintendent of districts in current partnership with the applicant and any district into which the applicant proposes to expand services. As well as the endorsement of two sitting members of the Learning Community Council.

The applying organization will describe how it will assist students in facing poverty related challenges in the educational environment, such as limited English skills, residential mobility, and excessive absenteeism.

The application will also explain how the proposal will assist students to remediate the target challenges or to remove deficiencies in academics in order improve the chances of success in school and after.

It is strongly recommended that prospective applicants contact the Learning Community CEO or designated staff in advance of submission of the formal application for an informal discussion of the proposal for an assessment of its eligibility and competitiveness.

Grant applications will only be accepted between March 1 and May 1 of a given year for funds to be granted in the next fiscal year. No grant application shall have a budget exceeding \$2 million in any Learning Community fiscal year of September 1 to August 31. Approved proposals will negotiate a contract for services that will be approved no later than August by the Learning Community Coordinating Council.

Increases in the grant budget will NOT be allowed once it is awarded. Learning Community employee(s) shall NOT receive any fees or remuneration from the partnering organizations. Grants will not exceed a three-year funding cycle. Grants will only be awarded to organizations that will utilize the award to expand current services or enhance programming along with a defined plan for future sustainability without funding from the Learning Community Coordinating Council (LCCC) beyond the contract period.

The contract will include the right of either party to terminate the contract for non-performance.

The application must include:

- Estimate of the number of students to be served.
- Number of employees and an estimate of hours involved in the partnership effort.
- Letter(s) of endorsement from the superintendent(s) of the school district(s) that will be served and two sitting members of the LCCC.
- Supplies or equipment needed (both perishable and non-perishable).
- Timelines and critical actions needed to achieve goals.
- How results will be measured and by who;
- An itemized project budget.

The CEO will submit recommended grant applications to the LCCC for its review and possible approval. All grants must be approved by the LCCC prior to their funding. LCCC analysis and review of the applications may include the following:

- How will this partnership advance the Learning Community goals to assist students in improving their academic achievement?
- How long has your agency been established?
- Does this partnership help students facing challenges of poverty, limited English skills, and mobility?
- Is this partnership redundant of other efforts already in place or does it utilize new methods and means to meet these goals?
- Are the goals of this effort specifically defined and measurable?
- Is the budget realistic and will the resources be efficiently utilized?
- Will the Council require periodic progress reports from the partnering organization regarding actions completed and budget amounts expended?
- Will there be adequate record-keeping and project follow-up to ensure financial due diligence?
- What is the partnering organization's history and experience in providing these services?

- Will the project require a continuing long-term effort to maintain any successes achieved?
- What is the sustainability plan for this project?
- Will any equipment need to be purchased for this project, will inventories be kept, and how will it be disposed of after the project's end?
- Have the needs for supervision, accessibility, safety, and scheduling been addressed?

The Learning Community CEO in cooperation with the partnering organization will submit a project report to the Council following the completion of each grant project.

Submitted: June 10, 2024 **Modified:** June 14, 2024 **Adopted:**

CEO Search- Process & Timeline

- Ad will be posted July 1 – 15
- Deadline will be July 17
- Applications/resumes will be emailed to committee July 21/22
- The committee will meet Wednesday, July 24 at 6:00 p.m. to review applications with NASB and the committee will select interview candidates via Zoom.
 - NASB will discuss all interested parties/qualified applicants with the committee
- Put a press release out of top 3 candidates
- Staff and Superintendents interviews on July 30th time TBD Executive Team
 - Time (TBA) – 30mins w/ group 1; Time (TBA) 30 mins w/ group 2
 - Time (TBA) – 30mins w/ group 1; Time (TBA) 30 mins w/ group 2
 - Time (TBA) – 30 mins w/ group1; Time (TBA) 30mins w/ group 2
- Interviews by committee will be Wednesday, July 31 at 4, 5 and 6
 - The committee will be made up of members of the full council members.
 - 5 council members will meet with the candidate for 30mins. Candidates will meet with the next set of 5 council members for 30 minutes.
 - 4:00pm – 30min w/ group 1; 4:30pm w/ group 2
 - 5:00pm – 30min w/ group 1; 5:30pm w/ group 2
 - 6:00pm – 30min w/ group 1; 6:00pm w/ group 2
 - 7pm – Admin & Personnel Meeting (committee will nominate candidate)
 - Scoring sheet and open discussion in that group
- August 1, full council with vote on the candidate moving forward.
- Action will be taken on the contract with the permanent CEO on August 22 with a start date of October 1, 2024.

June 18, 2024

Gerald "Mike" Kuhn II
via personal delivery

Re: Extension of Contract

Dear Gerald:

I am pleased to extend to you this offer of temporary employment with the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (the "Learning Community"), as its interim Chief Executive Officer ("Interim CEO"). Your anticipated start date will be **June 18, 2024**, subject to your acknowledgement and acceptance of the matters outlined below. This agreement and your employment will continue on a month-to-month basis until **September 30, 2024**. Your contract will automatically renew until one of the parties provides written notice of its termination (and your employment) upon no less than 30 days advance written notice or a date mutually agreed to in writing between the parties.

As the Interim CEO, you will be charged with furthering the mission and vision of the Learning Community by diligently attending to the responsibilities and duties described in Exhibit "A," (attached). All work done for or on behalf of the Learning Community must be performed in a professional and efficient manner and to the satisfaction of the Learning Community. You will be expected to devote an average of **five (5)** weekdays each workweek to the performance of your responsibilities and duties as Interim CEO, including attending Subcommittee, Subcouncil and Council meetings as needed. Your employment with the Learning Community will be subject to your compliance with all applicable employment-related policies and procedures.

You will receive a monthly salary of \$11,859.38, payable in two (2) semi-monthly installments and subject to applicable withholdings. You will also receive reimbursement for reasonable business expenses incurred in the conduct of your Interim CEO responsibilities, subject to your submission of all required documentation and approval by the Learning Community.

It is anticipated that you will remain as the Interim CEO until the selection of a permanent Chief Executive Officer, a time period the Learning Community estimates will last through September 30, 2024. The previous sentence notwithstanding, this conditional offer of employment is not to be construed as a guaranteed contract of employment for a definite period of time. Your employment is considered "at-will" which means that either you or the Learning Community may terminate the relationship and this agreement at any time and for any reason as described above.

If you accept, please sign one of the original copies of this letter and return it to me (Fax No. 402-964-2478). In the event that this conditional offer of employment is not accepted within seven (7) calendar days of the offer date, it will be automatically withdrawn.

I look forward to a mutually rewarding relationship. Should you have any questions,

please feel free to contact me. Welcome!

Sincerely,

Mark Hoeger
Chair, Coordinating Council

Accepted and agreed to this day of June, 2024.

Gearld "Mike" Kuhn II

LEARNING COMMUNITY CENTER OF NORTH OMAHA

5/1/24 to 5/30/24

General Information

- Our children's initiatives remain robust, featuring the “Kicking Off the Summer with Healthy Foods” Family Play Day/Night Event, which helps parents learn about healthy eating habits for their children, helps children recognize different foods, and encourages parents to support their children’s activities during the summer. Storytime for infants and toddlers continues to promote early literacy, and our book giveaways have supported families with over 500 books distributed in May.
- Ongoing programs for May include ESL, WFD, GED, Women’s Trauma Group, Getting Ahead, Mind in the Making, String Sprout, Library Skills, and Circle of Security.
- May events include the PU Diaper Distribution, Family Play Day/Night, Family Picnic, Cinco de Mayo Parade, and Daddy/Daughter Dance.
- Our May partnerships involve collaboration with Kellom and Conestoga for summer event planning, continued support for refugees through Refugee Empowerment, provision of mental health support through Project Harmony, contribution to community planning with Empowerment Network, collaboration with Nebraska Growing Readers to distribute over 500 books to families, Omaha Better Birth for diapers and birthing classes, the ROSES and OPA for tickets, Heart Ministry, Bridges out of Poverty, and partnership with OPS to improve student information sharing.
- At our monthly diaper distribution, we provided diapers for 213 babies. Our Family Picnic event brought in 132 people.
- Completion of DAYC, DECA, and focus group evaluations by the EN team.

Staff Training

- All Staff – CPR Training
- EN – Enhance home visit training
- Childcare – executive function training, Autism training, Managing Challenging Behavior training

Success Stories

May demonstrated significant success in our ESL program, with reports indicating that everyone who tested in May showed an improvement in their scores. Our monthly free book giveaways continue to encourage additional child/parent reading at home, and our success in promoting early literacy has become a source of pride for our partner, Nebraska Growing Readers (NGR). NGR sends our program over 500 books each month, and these are distributed within two weeks.

Our Women’s Trauma Group, in partnership with Project Harmony, was a tremendous success. All participants expressed gratitude and hope as a result of participating in the group. They feel better equipped to support their families and children, as they are now more capable of understanding and working through their own trauma, finding support, and realizing they are not alone.

Photos from Highlight from May:







LEARNING COMMUNITY CENTER OF SOUTH OMAHA

5/15/24-6/12/24

General Info

- Summer daytime classes include ESL, GED, conversation class, Work Ethics, and more.
- Continued the pilot for evening parenting classes (two courses in English and Spanish) and a Kindergarten Readiness program
- Metro Transit presented to four groups at the center about how to use public transportation
- MMI conducted child testing, CASAS testing, KIPS testing, staff focus group
- Continued as a Nebraska Diaper Bank and a Nebraska Growing Readers site, and we are a host site for individual and group therapy through the Connections program.
- We welcomed a summer intern from the Latino Center of the Midlands helping with our programming for elementary-aged kids this summer.
- Two staff graduates with Education degrees from UNO (one with a Family and Community specialty and one with a Master's in Educational Leadership)
- Met with two Sub-5 principals about the program (one toured the center, one meeting at school)
- Assisted 100 participant families with enrollment in free memberships for the Children's Museum
- After a vote that included staff and participants, our buses now have names: Bluey and Bingo. Anyone with young children or grandchildren might know that these names refer to a popular Australian TV show geared toward young children.

April/May Programming

- Parent/Child Programming
 - ESL for Parents (11 cohorts, twice a week)
 - GED for Parents (2 cohorts, twice a week)
 - Parent Workshops once every two weeks included:
 - Nurturing Parenting (center staff)
 - Pyramid Model for Parents (Child Saving Institute)
 - Circle of Security Parenting in Q'anjob'al (center staff)
 - Circle of Security Parenting in Spanish (center staff)
 - Early Child Development (center staff)
 - Workforce Development (Metro Community College)
 - Northstar Computer Basics (Metro Community College)
 - OneWorld Patient Advisory Group (OneWorld senior leaders)
- Child Learning programming during parent classes
 - Regular programming for children aged 0-5
 - Farm to School programming through The Big Garden
 - Opera Omaha provided programming for kids in one of the child learning classrooms (preK)
 - Lil' Rosies through the Rose Theater
- Interactive Parent/Child Programming
 - Home visits are scheduled approximately every three to four weeks
 - String Sprouts violin classes on Wednesdays during the day and evening
 - College Prep for Families on Monday evenings at UNO until April 22nd
 - Kindergarten Readiness class created and taught by an OPS teacher.
- Community Childcare training/coaching for South Omaha childcare providers

- Rooted in Relationships: finishing strong with the first cohort of 15, planning to add another 15-16 to a second cohort in July (Saturday trainings and meetings)
- Child care training required for licensure hosted at our center as few are offered in South Omaha

Staff Training

- OneWorld's Leadership Growth Series (LCC Managers)
- Behavior series at OPS taught by MMI (Child Learning)
- Northstar Digital Literacy Proctor Training (two staff)
- CASAS Steps Training (Adult Education team)
- BECI Nurturing Positive Adult-Child Interactions when Behaviors Challenge Us (Navigators and Child Learning)
- Pyramid Model (Child Learning)

Success Story

The Learning Community Center of South Omaha brought four groups of kids and families to the South Omaha Library for small group tours and storytimes. Our team watched the youngest children so that parents and their preschool-aged children and older could look for books, sign up for library cards, and enroll in the Summer Reading Program!





District Initiatives 2.0



This is a new program that will have its own new budget line and funding allocation. It is in addition to the existing District Initiative programs which will continue to have their own existing budget line and funding allocation.

Our Mission:

“Together with school districts and community organizations as partners, we demonstrate, share and implement more effective practices to measurably improve educational outcomes for children and families in poverty.”

Our Vision:

To provide **measurable academic results** for young children living in poverty within the eleven school districts served by the Learning Community.

Our Reason:

The Learning Community of Douglas and Sarpy Counties wants strong quality programming in all eleven (11) school districts. District Initiatives 2.0 will help districts without high concentrations of poverty, yet have pockets of poverty, direct resources that are needed. These districts will benefit, since it gives school districts the autonomy to allocate additional resources where they are will be used the most. Districts will report why they choose the schools, programs, and outcomes on an annual basis directly to the Learning Community Coordinating Council.

The intent of this program is to replace the standing long-range plan to build-out and program-fund a new west metro learning center physical facility. Unlike the current North and South learning centers which have concentrations of target populations, the widely dispersed target populations in the west metro are not conducive to a single physical location. However, this change of policy is not intended to preclude the future possibility of physical facility learning centers or satellites if demographically justified.

The Learning Community will be allocating \$2,819,903.40 to fund district initiatives in the following areas:

- Early Childhood Education in partnership with Buffet Early Childhood Institute
- Early Literacy Intervention
- Extended Learning
- Family Engagement
- Instructional Coaching/Intervention Staff
- Jumpstart to Kindergarten
- Attendance Intervention

Eligibility: Only school districts within Douglas and Sarpy Counties, are eligible to apply for District Initiatives.

Target Audience: All proposals must target at least one or more of the following populations:

- Children in poverty
- Children with lower reading and/or mathematic scores
- Family members of the above groups

Available Funding: Five-year term contingent upon the Sub council's approval and the Learning Community of Douglas and Sarpy Counties' budget. The funding is coming from resources that have been approved from previous budgets to fund a third Learning Community Center.

Requirements:

Work in collaboration with our third-party evaluator to create an evaluation plan.

- Districts will be asked to collect and partner on student demographic and achievement data (described in the Statement of Assurances section) with the Learning Community's third-party evaluator.
- Programs must be able to develop effective methods of monitoring and measuring effectiveness.
- Assign a district representative to be the point of contact with the Learning Community Staff.
- Be open to present, to the Coordinating Council Members and schedule site visits.
- Must have signage outside or directly inside the school, indicating that the school where the resources are being allocated is a Learning Community partnering school.

Allocation Rational:

Since this program utilizes funding originally allocated for a west metro learning center, its allocations are directed to serve target populations in the suburban LC districts and Southwestern OPS (the Served Districts).

The allocation for the district initiatives 2.0 follows the same formula as prior district initiatives and is based on the LCCC formula that includes student enrollment, FRL and ELL percentages within the Served Districts.

It also includes the distinctive provision that all Learning Community school districts will receive a minimum annual allocation set by the Learning Community Council regardless of poverty or English as second language enrollment. The intent of this minimum allocation is to fund the approximate salary, benefits and logistical expenses of one full-time employee within the school district

District Allocation 2024 – 2025

Funding allocation based on LCC Formula that includes Student Enrollment, FRL and ELL percentages within the Served Districts.

Bellevue	\$ 327,510.63
Bennington	\$ 100,000.00*
DC West	\$ 100,000.00*
Elkhorn	\$ 136,275.50
Gretna	\$ 100,000.00*
Millard	\$ 635,565.19
OPS	\$ 350,000.00
Pap-LV	\$ 389,412.08
Ralston	\$ 221,146.27
Spr-Pltvw	\$ 100,000.00*
Westside	\$ 259,993.73
Total	\$ 2,819,903.40

(*) Indicates school districts with the minimum allocation.

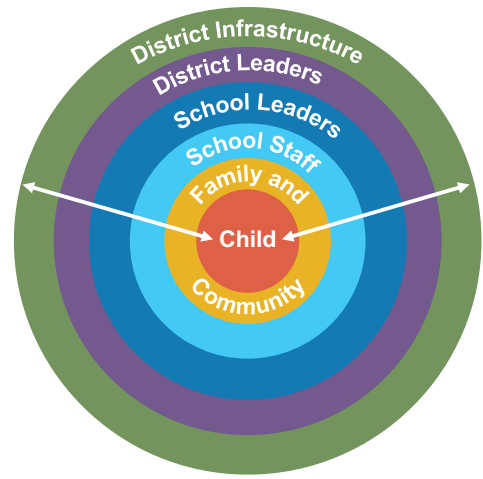
Submitted: June 10, 2024

Modified: June 14, 2024

Adopted:

Superintendents' Early Childhood Plan 2023–2024 School Year

Participation Numbers



DISTRICT INFRASTRUCTURE

School districts within Douglas and Sarpy Counties

11

DISTRICT LEADERS

Superintendents

11

Superintendents' Plan workgroup members

11

Additional district leaders actively involved in Superintendents' Plan action plans

10

District leaders involved in customized assistance leadership plans

8

SCHOOL LEADERS

School as Hub Principals participating in Community of Practice

9

Additional School as Hub assistant principals, coaches, instructional facilitators, etc., actively involved in the Superintendents' Plan

3

School as Hub full district principals/school leaders engaging in professional development

28

SCHOOL STAFF

Home visitors, family facilitators, and community facilitators engaging in 1:1 coaching

17

Educators engaging in 1:1 coaching

47

Teacher Leadership Network workgroup members

15

Experiential Essential Child Experiences Toolkit Workgroup members

4

School as Hub PreK-Grade 3 classroom teachers

133

Educators engaging in district or school professional development

500

FAMILY AND COMMUNITY

Community partners connecting families with resources or services

40

Families enrolled in home visitation or family facilitation

120

Family members in engagement and support opportunities

4,806

CHILD

Children enrolled in home visitation or family facilitation

162

Child participants in Drop In and Play events

157

Children in classrooms with educators participating in coaching

414

Child participants in socializations

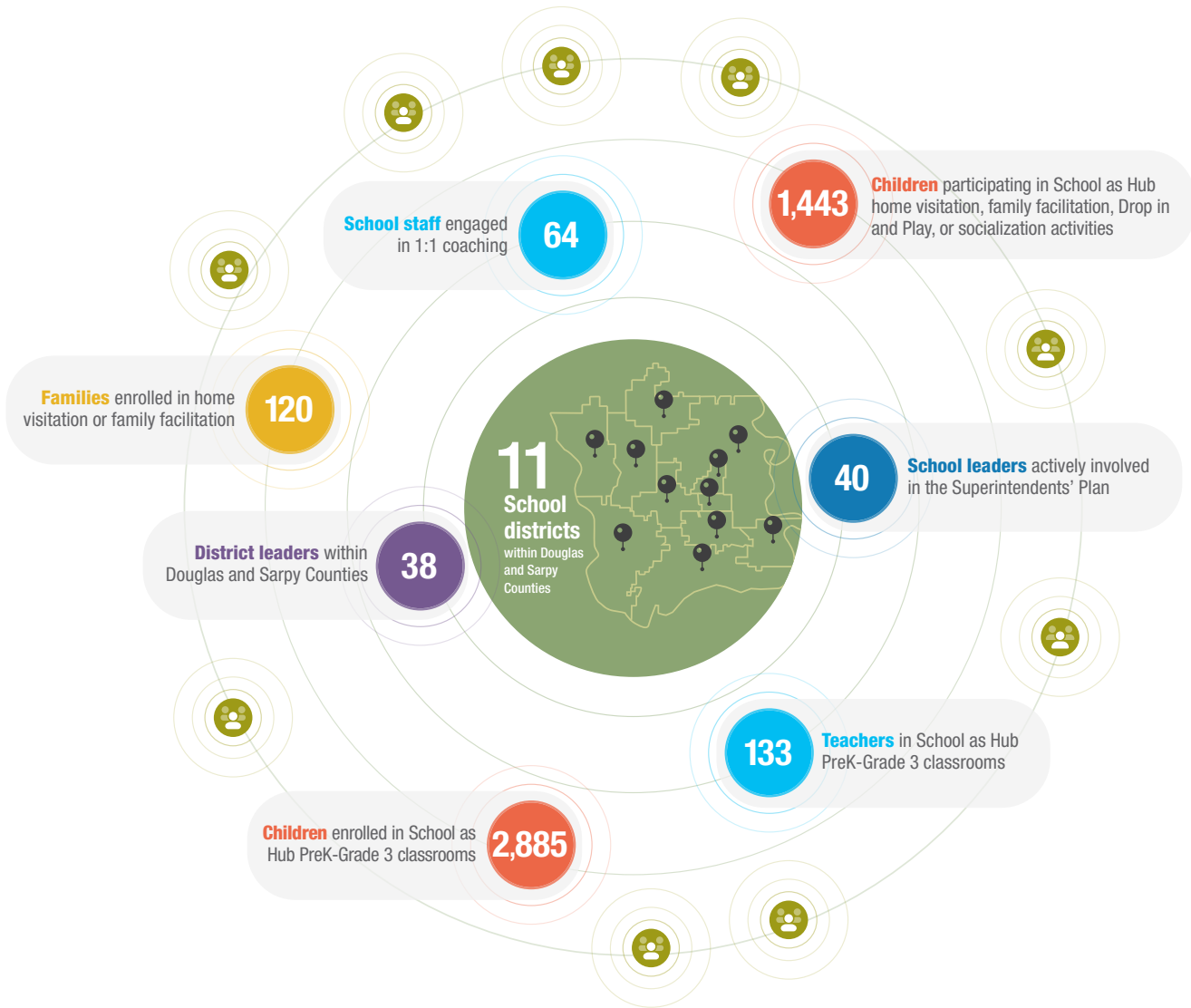
1,124

Children enrolled in School as Hub PreK-Grade 3 classrooms

2,885

Child participants in family engagement and support opportunities

8,347



District Impact



Millard Public Schools developed a districtwide family engagement framework through resources and collaboration in the Superintendents' Plan.



Omaha Public Schools received facilitation of districtwide professional learning experiences for all district teachers and family support workers.



Bennington Public Schools created an early childhood staff handbook to outline expectations for high-quality early childhood programs.



Millard Public Schools secured funding for home visitation programs in all Title I buildings due to the success at the School as Hub schools. The Institute team helped provide data systems support for these programs.



Bellevue Public Schools provided early childhood professional learning for all district principals, spreading the School as Hub efforts from one site to other buildings.



Papillion La Vista Community Schools reviewed its early childhood program and analyzed data to inform decision-making to enhance early childhood programs.



Recognizing the value of the School as Hub approach, Omaha Public Schools hired home visitors, family facilitators, and community facilitators in its early childhood intensive program at Kellom and Conestoga Elementary Schools. The Institute provided data systems support and training for programming.



Elkhorn Public Schools reviewed their social-emotional learning curriculum to see how it aligned with the Nebraska Department of Education's expectations and developed recommendations for districtwide enhancement.



Westside Community Schools preschool teachers received districtwide professional learning around Pyramid Model training.

Year 4, 2024–25 Superintendents' Early Childhood Plan Program Budget Learning Community Agreement



Total Program Budget: \$4,712,674

Learning Community Contribution to School Districts: Six school districts, including Bellevue, DC West, Millard, OPS, Ralston, and Westside, will receive a combined total of \$1,445,254 directly from the Learning Community to implement School as Hub programming at 10 sites.

	YEAR 4 PLAN BUDGET
District Implementation	\$1,445,254

Learning Community Contribution to Buffett Institute: The Buffett Early Childhood Institute will receive \$2,120,747 from the Learning Community to facilitate the Superintendents' Early Childhood Plan in the 11 school districts of Douglas and Sarpy Counties. The Plan includes three levels of implementation: School as Hub programming, professional development, and customized assistance.

	YEAR 4 PLAN BUDGET
Buffett Institute Level 1: School as Hub programming (full implementation)	\$1,290,077
Buffett Institute Level 2: Professional Development	\$405,616
Buffett Institute Level 3: Customized Assistance	\$380,042
Buffett Institute Program Administration and Communications	\$425,012
Cost of Buffett Institute Facilitation (includes contribution from Learning Community and residual)	\$2,500,747
Residual	-\$180,000
2024–25 Contribution From Learning Community	\$2,320,747

Total Learning Community Contribution **\$3,766,001**

Buffett Institute Contribution: In addition to the funds from the Learning Community, the Buffett Early Childhood Institute will contribute \$413,728 of its own funds to facilitate the Superintendents' Early Childhood Plan.

	YEAR 4 PLAN BUDGET
Buffett Institute Contribution	\$413,728

School District Contribution: In addition to the funds from the Learning Community, the school districts contribute their own funds to implement the Superintendents' Early Childhood Plan.

	YEAR 4 PLAN BUDGET
School District Contribution (estimate based on 2023–24 contribution)	\$352,944

2024–25 Superintendents' Early Childhood Plan Program Budget

	YEAR 4 PLAN BUDGET
District Implementation (contribution from Learning Community)	\$1,445,254
Buffett Institute Facilitation (includes contribution from Learning Community and residual)	\$2,500,747
Buffett Institute Contribution	\$413,728
School District Contribution	\$352,945
Total	\$4,712,674

2024–25 Learning Community Contribution Budget Details (Does not include residual)

Learning Community Contribution to School Districts

District Implementation				
Budget	Staffing FTE	Operating	Effort	Reach and Impact in 2023–24 school year
\$1,445,254	TBD by district	TBD by district	Birth to 5 programming <ul style="list-style-type: none"> Family facilitation Home visitation Socialization and drop in and play events Community child care connection and engagement Professional development <ul style="list-style-type: none"> Staff meetings Conferences for school staff Materials and supplies <ul style="list-style-type: none"> Family room materials and supplies Needs for activities and events Mileage and travel <ul style="list-style-type: none"> Home visitation 	Children <ul style="list-style-type: none"> 2,196 PK-Grade 3 enrollment 166 enrolled in home visitation or family facilitation 282 Drop in and Play participants 612 Socialization group participants 258 PK-third graders in classrooms with educators participating in coaching Families <ul style="list-style-type: none"> 116 enrolled in home visitation or family facilitation Staff <ul style="list-style-type: none"> 15 staff positions implementing programming

Learning Community Contribution to Buffett Institute

Buffett Institute Level 1: School as Hub programming (full implementation)				
Budget	Staffing FTE	Operating	Effort	Reach and Impact in 2023–24 school year
\$1,290,077	\$1,093,364	\$196,713	School-Level Project Management Tied to District-Level Plans <ul style="list-style-type: none"> Monthly district planning meetings Monthly school-based team meetings in School as Hub schools Using Data for Continuous Improvement in Family Engagement Efforts <ul style="list-style-type: none"> Data collection system facilitation for family engagement staff Professional Development, Including Consultation and Coaching, in School as Hub Schools <ul style="list-style-type: none"> Monthly community of practice meetings for principals Monthly community of practice meetings and quarterly meetings for family engagement staff Ongoing consultation for principals and other school leaders Coaching cycles for PreK-Grade 3 teachers, paraprofessionals, and family and community engagement staff Monthly Teacher Leadership Network meetings 	Leaders and staff <ul style="list-style-type: none"> 11 workgroup members 14 district leaders engaged in consultation 10 principals engaged in consultation and participating in communities of practice meetings 107 School as Hub PreK-Grade 3 teachers 31 teachers engaged in coaching 15 home visitors, family facilitators, and home visitors engaged in coaching and community of practice meetings
Buffett Institute Level 2: Professional Development				
Budget	Staffing FTE	Operating	Effort	Reach and Impact in 2023–24 school year
\$405,616	\$305,611	\$100,005	District and School Professional Development Workshops <ul style="list-style-type: none"> Facilitated presentations and workshops for leaders, teachers, and staff Catalog of learning offerings for district and child care selection Learning aligned with Birth through Grade 3 Framework and district action plans Shared professional development with school and child care staff 	School and district professional development Participants <ul style="list-style-type: none"> 624 educators engaging in district or school-based professional development
Buffett Institute Level 3: Customized Assistance				
Budget	Staffing FTE	Operating	Effort	Reach and Impact in 2023–24 school year
\$380,042	\$213,216	\$166,826	District-Level Action Planning <ul style="list-style-type: none"> Annual action plan facilitation Action plan review and discussion Recommended activities to reach action plan goals District-Level Project Management <ul style="list-style-type: none"> Co-creation of long-range plans; activities, milestones, timelines, and responsibilities Quarterly progress checks Summative progress reflection and report Using Data for Continuous Improvement in District Early Childhood Efforts <ul style="list-style-type: none"> Data collection system design and support for district early childhood programs Data collection and analysis connected to action plan goals Professional Development, Including Consultation <ul style="list-style-type: none"> Ongoing consultation for district leaders 	District action plan teams <ul style="list-style-type: none"> 70 district action plan retreat participants 39 team members engaged in implementation and monthly continuous improvement meetings
Buffett Institute Program Admin and Communications				
Budget	Staffing FTE	Operating	Effort	Reach and Impact in 2023–24 school year
\$425,012	\$296,518	\$128,494	Program Organization <ul style="list-style-type: none"> Project management Office support Budget management Communications <ul style="list-style-type: none"> Dissemination and scalability of School as Hub concepts Strategic communications Events planning and support Media stories, newsletter, and digital communications 	Events <ul style="list-style-type: none"> Convening breakfast Progress walk 2 action plan retreats Quarterly family engagement meetings Community of practice meetings Deliverables <ul style="list-style-type: none"> Brochure Overview document FAQ document Social media posts Early Years Matter stories Local news stories School as Hub description documents

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

Programming Proposal FY 2024-2025

PROPOSAL			
Electronic File Name:	Proposal 2024/2025_LearningCommunity_Avenue_Scholars		
Agency Name:	Avenue Scholars		
Program Name:	Avenue Scholars		
Amount Requested:	\$911,000 for FY2024-2025, \$ 1,374,111 for 2025-2026, and \$1,639,111 for 2026-2027		
Program Start Date:	9/1/2024	Program End Date:	8/31/2027
Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.	<p>Please limit response to 500 words or less in the space below.</p> <p>Avenue Scholars is seeking to partner with the Learning Community to expand its proven program model to additional public high school in Douglas and Sarpy Counties. The program's focus on serving students from families with financial need is multifaceted, encompassing considerations of equity, economic development, workforce needs, community impact, cost-effectiveness, and the transformative power of collaboration in Career Technical Education. Such a partnership has the potential to not only change individual lives but also to strengthen our community and contribute to a more inclusive and prosperous society.</p> <p>Expanding Avenue Scholars programming across the Learning Community will provide critical support and services to 400 students from families of financial need. Students will receive intrusive support and coaching through high school graduation, followed by comprehensive career services and post-high school training, leading to employment in high-demand fields. This strategic investment of the Learning Community is supported by numerous compelling rationales.</p> <ol style="list-style-type: none"> 1. Equity: Students from families in financial need often face systemic barriers to accessing quality education and career opportunities. Avenue Scholars is tailored to their needs demonstrates a commitment to equity, aiming to level the playing field and provide equal opportunities for success regardless of socioeconomic background. 2. Economic Mobility: Education and employment are critical pathways to economic mobility, the opportunity for students to improve their economic status over time. By assisting students from families of financial need in completing high school, pursuing training in high-demand fields, and securing employment, the Avenue Scholars will empower individuals and families to break the cycle of poverty and achieve financial stability. 3. Addressing Workforce Needs/Talent Pipeline: The Omaha area is experiencing shortages in skilled workers, particularly in high-demand fields such as healthcare, technology, and skilled trades. By focusing on these areas, the Learning Community and Avenue Scholars can help bridge the gap between employer demand and workforce supply, contributing to local economic development and competitiveness. By aligning the Learning Community and Avenue Scholars programs with the needs of high-demand industries, it will serve as a valuable talent pipeline for employers. This alignment benefits individual students and strengthens local businesses and industries by ensuring a steady supply of skilled workers. 4. Long-term Community Impact: Investing in students' education and career development from families in financial need has broader societal benefits. 		

	<p>Graduates who secure stable employment in high-demand fields are more likely to stay in the community and contribute positively to their communities, both economically and socially, fostering community resilience and vitality.</p> <p>5. Cost Savings: High school dropout rates and underemployment among students from families of financial need can lead to significant social costs, including increased reliance on social services and decreased tax revenue. By investing in comprehensive support services through Avenue Scholars, communities can save money in the long run by reducing these adverse outcomes.</p> <p>6. Demonstration of Commitment to Education: Establishing a Learning Community and Avenue Scholars partnership underscores a commitment of the Learning Center and Avenue Scholars to be the catalyst for individuals, families, and community success. It sends a powerful message that every student, regardless of background, deserves access to high-quality education and support to realize their full potential.</p> <p>For the past fifteen years, Avenue Scholars has a proven track record with the target population, working in partnership with the local school districts and employers. For 2024-25, Avenue Scholars is positioned to serve 450 eligible students across nine high schools within the Learning Community, in addition to 50 students at Blair High School. Avenue Scholars' program model also supports approximately 240 students in Southwest Iowa and 180 students in Des Moines through its sister organization, Avenue Scholars Iowa. Avenue Scholars intends to collaborate with area superintendents to ultimately expand its services to 19 participating high schools in the Learning Community, with priority given to students eligible for free and reduced-lunch.</p>
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Contact Information	
Name and Title:	Kenneth Bird, Ed.D., Chief Executive Officer
Agency Name:	Avenue Scholars
Email:	kbird@avescholars.org
Phone:	402-505-6814
Street Address:	2121 N. 117 th Avenue, Suite 220
City, State and ZIP Code:	Omaha, NE 68164-3629

1. Principle: Educational Need (Attachment A)

Educational Need: Considering support services already in the buildings, please rank in order the schools with the highest needs for these services (highest to lowest). Needs statements for each building need only be filled.

Please report using Attachment A.

2. Principle: Program Design

- a. **Evidence Based Research:** Briefly describe and cite the scientific research model that provides evidence the program will assist students meet state and local academic achievement standards. Include references, for example (Jones & Chavez, 1999). References do not count toward word limitations.

(Please limit response to 200 words or less in the space below.)

Avenue Scholars will use the Utilization-Focused Evaluation method, which has two elements. First, the primary users of the evaluation are clearly identified and personally engaged at the beginning of the evaluation process to ensure its primary intended use can be identified. Second, evaluators must ensure the primary users' intended uses of the evaluation guide all other decisions made about the evaluation process (Patton, 2012).

Avenue Scholars evaluates the effectiveness of the program through five program guarantees.

1. Training and Education requirements are on track.
2. Work Experience requirements are on track.
3. Work-Ready Skills requirements are on track.
4. Attendance requirements are on track.
5. Financial and Personal Well Being requirements are on track.

The five program guarantees are indicators of the outcome measures of high school graduation rates, postsecondary continuation rates, and achieving alum status. Alum status is based on five criteria.

1. Income at or above 150% of the minimum wage
2. Work status of 30+ hours per week
3. Availability of affordable health benefits
4. Job alignment with the student's industry area of focus
5. Opportunity for upward mobility

- b. **Evidence of Program Outcomes:** Have you implemented this program previously? If so, please be sure to report the following information.

- What strategies is your program using to support students meet state and local achievement standards?
- How does your program close the opportunity gap?
- Share results from previous evaluation of the program success.

Avenue Scholars has achieved a 15-year cumulative graduation rate of 96% for students eligible for the free or reduced-lunch program and a 94% attendance rate. These results are achieved through four core strategies:

High School Career Coaches – At the high school level, each Avenue Scholar student is supported by a High School Career Coach, who guides students' personal and career-related development through intrusive personal support and teaches a for-credit course to Avenue Scholars students in partner high schools. As a junior in high school, an Avenue Scholars student completes the Avenue Scholars junior year curriculum course, explores a selected career path through career awareness programming, engages in one-on-one coaching to set and accomplish goals, addresses barriers identified in the student's individualized career plan, participates in financial and personal well-being activities, and applies for an internship or part-time job. As students transition to their senior year, they participate in an internship or part-time work, may participate in summer boot camp programming, and maintain a course of study leading to on-time graduation. In their senior year, students complete the Avenue Scholars senior-year course, continue receiving one-on-one coaching, and participate in senior-year experience programming, which includes either class at Metropolitan Community College, an internship, or part-time work in the student's chosen career pathway.

Career Services Coaches and Training Grant – Avenue Scholars Career Services Coaches provide individualized support to help Avenue Scholars students develop the job-ready skills and attributes needed for workplace success and to ultimately enter a career. Career Services Coaches continue to support students for six months following career entry. Students who complete the Avenue Scholars high school program can continue their education at Metropolitan Community College at little to no cost through a grant provided by the Suzanne and Walter Scott Foundation, in addition to receiving support in accessing PELL Grants and various other financial aid to enable completion of a market-relevant

credential in a high-demand career field requiring an associate degree or less with as little debt as possible.

Student Support / Community Resources - Avenue Scholars students can access individualized support from the Avenue Scholars Student Support team to address basic life and social-emotional needs, including group programming and referrals to community resources. These wraparound supports are essential to the student's well-being and stability. Student Support builds children's resiliency and resolve, empowering them to seek solutions to stressors.

Business Outreach and Engagement – Avenue Scholars' Business Outreach Team collaborates with area businesses to provide students with career-building opportunities, such as career exploration events, mock interviews, job shadows, internships, and part-time and full-time employment.

The following evaluation metrics of High School Graduation Rates are offered for Avenue Scholars student rates in comparison to Free/Reduced Lunch Eligible non-Avenue Scholars student rates: **(2021-2022; 2020-2021; 2019-2020; 2018-2019)**

Avenue Scholars Students (All Schools): **95%; 94%; 98%; 98%**

Omaha Public Schools: 67%; 69%; 71%; 72%

Millard Public Schools: 73%; 83%; 80%; 80%

Ralston Public Schools: 74%; 75%; 80%; 86%

Papillion La Vista Community Schools: 91%; 91%; 85%; 91%

Learning Community: 72%; 74%; 75%; 77%

Statewide: 79%; 80%; 80%; 81%

The following evaluation metrics are offered as a reference point for Avenue Scholars graduates Postsecondary Continuation Rate in comparison to college continuation rates for all graduates **(2021-2022; 2020-2021; 2019-2020; 2018-2019)**:

Avenue Scholars Students: **81%; 81%; 83%; 81%**

Omaha Public Schools: 53%; 53%; 58%; 58%

Millard Public Schools: 76%; 76%; 78%; 78%

Ralston Public Schools: 63%; 63%; 60%; 62%

Papillion La Vista Community Schools: 73%; 73%; 71%; 74%

Learning Community: 67%; 67%; 68%; 69%

Statewide (low-income graduates): 67%; 54%; 57%; 59%

Josie Gatti Schafer, Ph.D., University of Nebraska at Omaha Center for Public Affairs Research, conducted an analysis of the education and fiscal benefits of students participating in the Avenue Scholars Program. The cost-benefit analysis of the Avenue Scholars program found that over ten years, the program produces a return on investment of 442% for each student who graduates high school compared to a student that doesn't complete high school; 69% for each student who completes some college compared to a student with no college credit; and 219% return on investment for each student who completes an associate degree compared to a student with some college credits but does not complete an associate degree.

- c. **Strong Personalized Learning:** Provide a brief overview and describe how the program will personalize learning for the individual students the fullest extent possible, providing the most appropriate, research-based instructional strategies focusing on identified student needs. How will you ensure the program focuses on an identified strategy or skill for the student? New programs should demonstrate at least one year of implementing this evidence-based program. Include references, for example (Jones & Chavez, 1999). References do not count toward word limitations.

(Please limit response to 200 words or less.)

Avenue Scholars' model of practice for coaching is based on six core principles which are embedded in Avenue Scholars' hiring, onboarding, and supervision.

1. Build Trust and Rapport
2. Gather Quality Information
3. Provide Quality Information
4. Guide Goal Setting Skills
5. Foster Accountability
6. Do Not Do the Work for Them.

High School Career Coaches teach a for-credit junior-level and senior-level class in each partner school. The course begins with an assessment and creating an individualized career plan. The individualized career plan targets strategies and skills for the student in alignment with Avenue Scholars' five program guarantees to help each student graduate on time, continue postsecondary studies, and achieve alum status. The replication of the curriculum across all partner schools has yielded successful outcomes. High School Career Coaches extend beyond the classroom, offering coaching and support based on the student's individual needs. As students graduate high school and pursue postsecondary education, Postsecondary Career Coaches continue to support students for six months following career entry.

- d. **Standards and Objectives:** Describe how the program will provide targeted, intensive coaching along with the approximate ratio of student per support provided. What is the intensity of the program (i.e. duration, frequency) and how do you know this dosage is effective? How will you decide which students receive intensive coaching? Please provide a description of the services provided to the student with targeted support to the student including observations, modeling, feedback, and data analysis. How will you measure the impact of the services you provide?

(Please limit response to 200 words or less.)

Avenue Scholars provides comprehensive, individualized support services and programming to help Omaha metropolitan area students of financial need identify, prepare for, and ultimately enter financially sustaining, high-demand careers requiring an associate degree or less. Support begins in the student's junior year of high school and continues into and through postsecondary education/training and for six months following career entry. The program supports students pursuing careers in six high-demand industries: Health Services, Information Technology, Auto Technology/Transportation, Construction/Trades/Manufacturing, Education, and Business/Office Processes.

High School Career Coaches provide targeted, intensive coaching at a 50:1 student-to-coach ratio. Each student develops an individualized career plan in partnership with their coach and the intensity of coaching is based on the needs and situational factors that arise throughout participation in the program. Intensity of coaching may be as frequent as daily.

In addition to coaching, students are provided additional support to address basic life and social-emotional needs, including group programming and referrals to community resources. These wraparound supports are essential to the student's well-being and stability.

- e. **Staff Protocols for Career/School Navigators:** What specific training will the staff that works with the students receive? What protocols will be in place to ensure strong relationship building between coaches and students? What will you use to determine the quality of the service provided by your staff?

(Please limit response to 200 words or less.)

Avenue Scholars Career Coaches go through a rigorous hiring, screening, and onboarding process. Avenue Scholars provides training on classroom management, such as setting classroom expectations before class, as class begins, during class, safety procedures, classroom environment, integration within the school, and discipline. Competency-based training also includes modules on Avenue Scholars' mission, program guarantees, alum status, program evaluation model, student support tiers, career coaching model, career pathways inside the six supported industries, recruitment and eligibility, junior-year curriculum, senior-year curriculum, transitioning from high school to postsecondary education, employer engagement, crisis intervention, and more. Abuse and Neglect training are integrated throughout the training, and an online course is completed. Onboarding also includes training on employee pay and benefits, policies and procedures, and information technology overviews and setup.

Quality of service is also determined through supervision, program dashboards, and outcome metrics.

- f. **Staff Protocols for students:** Describe the protocol process agreed upon with each school served to decide how students are identified for both services and participation?

Students are selected for the program based on financial need (eligibility for free or reduced-price school lunches or a federal Pell Grant), interest in pursuing a career in a high-demand career field requiring an associate degree or less, and attendance at an Avenue Scholars partner high school.

3. Principle: Justified Budget for Program Support – Attachment B

Budget Summary/Justification: Provide a detailed, itemized budget for each category of program income and expense. Justify proposed expenditures by providing details as to the purpose of the expenditure and the itemization of the expense (i.e. hourly rate or per item cost). Program budgets should balance (project income minus project expense = \$0). Please also indicate total cost of program, number of weeks per program, number of teacher and program hours per week.

Please provide an itemized budget for the program income and expense.

4. Principle: Statement of Assurances

Assurances – All Programs: The applicant understands by submitting this proposal that the applicant assures the Learning Community that they will comply with the assurances and will provide the listed information to ICPE-Munroe Meyer Institute for the 2024/2025; 2025/2026; 2026/2027 evaluation. The applicant understands that student-identifiable data and district-level data will be aggregated for the Learning Community and will, therefore, not be publicly disclosed.

The organization assures:

- All information, including attachments, is accurate and current to the best of the applicant's knowledge.
- If the funding allocation is different than the original proposal, we will send a revised RFP application within 2 weeks of notification.
- We will provide a final actual budget within 4 weeks of program completion.
- We will provide student level data to be reported to the external evaluation team linked by NSSRS ID number with key demographic variables (free or reduced lunch, SPED, ELL, gender, race, ethnicity, grade level). Data should be provided within 60 days of program completion.
- We will provide student level data for other key variables (NSCAS ELA, writing, mathematics and science) and other information that districts systematically collect for K-6 (such as NWEA-MAP, FastBridge, or other district assessments). Data should be provided within 60 days of program completion. The MEFS will be collected pre and post for the Jumpstart to Kindergarten Program by the UNMC/MMI evaluation team.
- We will submit parent, teacher, and/or surveys (as applicable) within 60 days of program completion.

I understand all of the above information is accurately and completely represented to the best of my knowledge. If Learning Community staff should have clarification questions, we agree to respond within two business days.

 Kenneth M. Burd EdD - CEO

Name, Title

 May 16, 2024

Date

AVENUE SCHOLARS/LEARNING COMMUNITY
COMBINED EXPENSE BUDGET
3yr Budget 2024 - 2026

DRAFT

	<u>Avenue</u> <u>Scholars 2024-</u> <u>25 Budget</u>	<u>Learning</u> <u>Community</u> <u>2024-25</u> <u>Budget</u>	<u>Combined</u> <u>2024-25</u> <u>Budget</u>	<u>Avenue</u> <u>Scholars 2025-</u> <u>26 Budget</u>	<u>Learning</u> <u>Community</u> <u>2025-26</u> <u>Budget</u>	<u>Combined</u> <u>2025-26</u> <u>Budget</u>	<u>Avenue</u> <u>Scholars</u> <u>2026-27</u> <u>Budget</u>	<u>Learning</u> <u>Community 2026-</u> <u>27 Budget</u>	<u>Combined</u> <u>2026-27</u> <u>Budget</u>
<u>Operation Expenses</u>									
Staff Salaries	2,054,164	448,640	2,502,804	2,115,789	739,685	2,855,474	2,179,263	901,685	3,080,948
Staff Benefits	924,375	179,360	1,103,735	952,106	338,926	1,291,032	980,669	446,926	1,427,595
Staff Training & Development	18,360	-	18,360	18,727	-	18,727	19,102	-	19,102
Professional Services	68,000	-	68,000	69,360	-	69,360	70,747	-	70,747
Communications - Technology	15,300	-	15,300	15,606	-	15,606	15,918	-	15,918
Communications - External	61,200	-	61,200	62,424	-	62,424	63,672	-	63,672
General - Classroom Supplies & General Office Supplies	30,600	10,000	40,600	31,212	12,500	43,712	31,836	12,500	44,336
General - Insurance	22,440	-	22,440	22,889	-	22,889	23,347	-	23,347
Student Transportation	24,888	55,000	79,888	25,386	62,500	87,886	25,893	75,000	100,893
Student Support	61,820	30,000	91,820	63,675	40,000	103,675	65,585	40,000	105,585
Boot Camps	80,000	40,000	120,000	80,000	42,500	122,500	80,000	50,000	130,000
Student Recognition & Events	80,000	-	80,000	82,400	-	82,400	84,872	-	84,872
Senior Year Programs	80,000	-	80,000	81,600	-	81,600	83,232	-	83,232
Student Savings Program Support	40,000	-	40,000	40,800	-	40,800	41,616	-	41,616
Operations/Support - Office Furniture & Start Up	-	15,000	15,000	-	10,000	10,000	-	10,000	10,000
Rent	134,400	-	134,400	139,900	-	139,900	145,500	-	145,500
Technology	23,358	-	23,358	23,825	-	23,825	24,302	-	24,302
Contingencies	50,000	-	50,000	50,000	-	50,000	50,000	-	50,000
Shared Services	172,800	-	172,800	172,800	-	172,800	172,800	-	172,800
Operations Expense Subtotal	3,941,705	778,000	4,719,705	4,048,499	1,246,111	5,294,610	4,158,354	1,536,111	5,694,465
<u>Administration Expenses</u>									
Staff Salaries	455,910	-	455,910	469,587	-	469,587	483,675	-	483,675
Staff Benefits	136,774	-	136,774	140,877	-	140,877	145,104	-	145,104
Staff Training & Development	1,020	-	1,020	1,040	-	1,040	1,061	-	1,061
Professional Services	57,500	-	57,500	58,650	-	58,650	59,823	-	59,823
Communications - Phones & Internet	17,340	7,500	24,840	17,687	7,500	25,187	18,041	7,500	25,541
Communications - External	30,600	25,000	55,600	31,212	25,000	56,212	31,836	25,000	56,836
General - Office and Support	73,440	-	73,440	74,909	-	74,909	76,407	-	76,407
General - Insurance	11,220	-	11,220	11,444	-	11,444	11,673	-	11,673
Student Recognition & Events	76,500	20,000	96,500	78,030	20,000	98,030	79,591	20,000	99,591
Fundraising	122,400	-	122,400	124,848	-	124,848	127,345	-	127,345
Rent	44,800	18,000	62,800	46,600	18,000	64,600	48,500	18,000	66,500
Audit	25,000	-	25,000	25,500	-	25,500	26,010	-	26,010
Technology and Equipment Expenses	16,672	12,500	29,172	17,006	7,500	24,506	17,346	7,500	24,846
Contingency	50,000	50,000	100,000	50,000	50,000	100,000	50,000	50,000	100,000
Shared Services	-	-	-	43,200	-	43,200	43,200	-	43,200
Administration Expense Subtotal	1,119,176	133,000	1,252,176	1,190,591	128,000	1,318,591	1,219,611	128,000	1,347,611
LC New Growth									
Total Expense	5,060,881	911,000	5,971,881	5,239,089	1,374,111	6,613,200	5,377,965	1,664,111	6,613,200
Learning Community Staff Total		8			11			14	
Program Director		1							
Data Specialist		1							2
High School Career Coaches		6			3			3	

Learning Community
Salary Budget

<u>Positions</u>	<u>Year 1</u> <u>Salary</u>	<u>Year 1</u> <u>Benefits</u> <u>40%</u>	<u>Year 1</u> <u>Total</u>	<u>Year 2</u> <u>Salary</u>	<u>Year 2</u> <u>Benefits</u> <u>40%</u>	<u>Year 2</u> <u>Total</u>	<u>Year 3</u> <u>Salary</u>	<u>Year 3</u> <u>Benefits</u> <u>40%</u>	<u>Year 3</u> <u>Total</u>
Program manager	110,700	44,300	155,000	114,000	45,600	159,600	117,400	47,000	164,400
Research specialist	64,300	25,700	90,000	66,200	26,500	92,700	68,200	27,300	95,500
Admin Assistant				42,900	17,100	60,000	44,200	17,700	61,900
High School Career Coach 1	64,300	25,700	90,000	66,200	26,500	92,700	68,200	27,300	95,500
High School Career Coach 2	64,300	25,700	90,000	66,200	26,500	92,700	68,200	27,300	95,500
High School Career Coach 3	64,300	25,700	90,000	66,200	26,500	92,700	68,200	27,300	95,500
High School Career Coach 4	64,300	25,700	90,000	66,200	26,500	92,700	68,200	27,300	95,500
High School Career Coach 5	64,300	25,700	90,000	66,200	26,500	92,700	68,200	27,300	95,500
High School Career Coach 6	64,300	25,700	90,000	66,200	26,500	92,700	68,200	27,300	95,500
High School Career Coach 7				64,300	25,700	90,000	66,200	26,500	92,700
High School Career Coach 8				64,300	25,700	90,000	66,200	26,500	92,700
High School Career Coach 9				64,300	25,700	90,000	66,200	26,500	92,700
High School Career Coach 10				64,300	25,700	90,000	66,200	26,500	92,700
High School Career Coach 11				64,300	25,700	90,000	66,200	26,500	92,700
High School Career Coach 12				64,300	25,700	90,000	66,200	26,500	92,700
High School Career Coach 13							64,300	25,700	90,000
High School Career Coach 14							64,300	25,700	90,000
High School Career Coach 15							64,300	25,700	90,000
High School Career Coach 16							64,300	25,700	90,000
High School Career Coach 17							64,300	25,700	90,000
Post Secondary Career Coach							64,300	25,700	90,000
Post Secondary Career Coach							64,300	25,700	90,000
Total	560,800	224,200	785,000	1,006,100	402,400	1,408,500	1,486,300	594,700	2,081,000
FTE's			8			15			22

To: Learning Community Coordinating Council of Douglas and Sarpy Counties
From: Greg Emmel, Executive Director of Programs, D2 Center
Carolyn Miller, Executive Director of Operations, D2 Center
RE: Request for Funding 2024-25
Date: 6/13/2024

You should receive the following information: 1) this document Request for Funding 2024-25, 2) Annual Report 2022-23, 3) D2 Center Quarterly Report Q3 FY 2023-24: January – March 2024, 4) Superintendent's Letter of Support, 5) D2 Center Annual Budget (approved 4/19/2024), 6) Proposed Line Item Budget for Learning Community Support (6/12/2024), 7) Organizational Chart and Other Information about the D2 Center, and 8) Data from the Nebraska Department of Education on graduation rates in the Learning Community school districts.

The Costs to Our Community

The high school diploma is recognized as a better gateway to postsecondary education than a GED, and a young adult with a high school diploma has better future opportunities such as access to further education and training programs, the military, and higher paying jobs. With a goal to “measurably improve educational outcomes for families and children living in poverty,” the primary outcome of D2 Center (D2C) programs is to support students who are struggling to earn their diploma all the way through high school graduation. The high school diploma is a basic credential of economic citizenship in our community.

Individual costs of incomplete education are measured by lower annual earnings and earnings over a lifetime as well as higher un-/under employment. This economic burden negatively impacts the youth and their community through lower economic growth and tax revenues, higher government spending, and increased taxpayer burden. Social costs occur more frequently in areas like poor health, lack of civic engagement, crime, and poverty. High school dropouts have lower earnings, higher rates of incarceration, and are more likely to rely on public assistance and live for extended periods of time in poverty. A widely recognized mediator of these social and economic costs is education.

The Target Population

The target population is high school youth aged 15-21 who are off track for on-time graduation, have dropped out, are enrolled but disengaging from school, and are living in Douglas or Sarpy Counties. Generally, the students served have experienced disengagement through no fault of their own. Ethnicity and poverty remain strong predictors of who will drop out or get off track. Most students live in disadvantaged areas of Omaha (high poverty zip codes). Other factors having an impact that research shows are related to lower graduation rates are current/former involvement in the juvenile/criminal justice system (D2C = 35%), pregnant/parenting (20%), current or former foster youth (15%), special education in high school (21%), English language learner in high school (10%), and self-reported LGBTQ+ (4%). System involvement, foster youth, and LGBTQ+ are all minimal percentages since they are self-reported. Per NDE graduation rate statistics, Black/African American, Hispanic/Latino, and Native American populations (D2C total = 83%) have lower graduation rates than their White or Asian counterparts and higher rates of family poverty. Historical numbers served by the D2 Center are: Hispanic/Latino (46%), Black/African American (34%), White (15%), American Indian or Alaska Native (3%), and Asian (2%).

D2 Center Growth and Requirements

The D2C has extensive experience serving high-risk high school youth in the Omaha area. In the fall of 2011, the D2C began piloting its program by working with its first few students as the Youth Academic Navigator Program (YAN) was developed. The two current Executive Directors were the first YANs. Since that time the D2C has grown gradually until today over 1,700 students have been served in the YAN Program and an additional 1,400 in the Reengagement Project (piloted with OPS in 2016-17). Although most students served are OPS students; the D2C has also served students in Westside, Ralston, Bellevue, Millard, Papillion, and the Omaha Street School.

The D2 Center employs 11 FT staff members (2 Executive Directors, 8 YANs, and 1 Staff Specialist) and six PT staff (3 Career Navigators and 3 teachers). The D2 Center serves public school students in Douglas or Sarpy Counties (exception: Omaha Street School (private)). Students/families need to complete an application, sign appropriate consent forms, and be interviewed. Other qualifications:

Qualifications for the D2 Center: 1) Age 15-21 (must have completed 9th grade), 2) Able to earn a high school diploma by age 21, 3) Voluntary—**student choice to participate**, and 4) Out-of-school, disengaging from school, off track to graduate on time, or attending an alternative education program

Students who would benefit from D2 Center services: pregnant or teen parent, needs an adult advocate, needs a reengagement focus, poor school attendance, not making progress in school, seniors not on track to graduate on time, transitioning from traditional high school to an alternative setting, needs elective credit options, needs a career focus, or wants to pursue a GED but should reconsider finishing a high school diploma

D2 Center Services

All D2C services are free to the student and family.

Youth Academic Navigator: Each student participating in the program is assigned a YAN—a college-educated professional with a caseload of 35 or fewer students. The core philosophy of the D2C is building trusting and caring relationships with the youth to encourage and support them to overcome barriers and finish their high school diploma. YANs are mentors and academic coaches and most often see their students personally at school, although they make home visits and may also see their students in a community setting. YANs connect students to services at the D2C as well as needed services in the community (e.g. NECC Teen and Young Parent Program, Youth Emergency Services, OneWorld Community Health Centers, etc.).

Tutoring: Nebraska-certified teachers provide assistance in person or virtually in English, math, science, and social studies

Elective Credits: Three elective credits are currently offered and accepted by OPS—English Elective, Math Elective, and Navigating Your Future (postsecondary assistance). A fourth elective is under development, and if approved by OPS, will be available this fall.

Career Navigators: These retired OPS guidance counselors work mostly with seniors for postsecondary planning and connections (e.g. resumes, scholarships, applying to college, FAFSA, career exploration, job hunting, etc.). They are also available to assist D2C graduates.

D2 Center Services Agreement with Omaha Public Schools: Since the pilot year of 2016-17, the D2C has partnered with OPS staff members to do direct outreach to students who have withdrawn from school but are eligible to enroll. This legal agreement was renewed in 2023 and a key benefit is access to the OPS student data system allowing YANs real time access to enrollment status, attendance, current grades, unofficial transcripts, and demographic information.

2023-24: A Record-Setting Year at the D2 Center!

With still a couple weeks to go, the D2C has reached all-time highs in several categories. The previous high and year appear in parentheses:

Number of students served in the YAN Program = 435 (390 in '22-23)

Number of students graduating from high school = 120 (94 in '22-23)

Number of D2 Center Elective credits earned = 64 students earned 106 elective credits
(35 students earned 41 elective credits in '21-22)

Budget, Funders, and Sustainability Plan

The 2024-25 budget (attached) was adopted by the D2 Center Board of Directors in April 2024.

Funding of \$250,000 from the Learning Community of Douglas and Sarpy Counties would be utilized for staff salaries, benefits, and payroll taxes for two YANs, one Half YAN/Half Reengagement Supervisor, and part-time wages for three teachers (attached).

Current funders include: The Sherwood Foundation (\$500,000; 2024 calendar), Weitz Family Foundation (\$106,000; 2024 calendar), Lozier Foundation (\$70,000; 2024 calendar), Omaha Public Schools in-kind funding (\$62,000; 2023-24; will be slightly higher 2024-25), United Way of the Midlands (\$45,000 2023-24; request \$50,000 2024-25), City of Omaha (\$30,000; 2024 calendar; request \$40,000 2025), The Olson Foundation (\$30,000; 2023-24; request \$30,000 2024-25), Ellsworth Family Foundation (\$30,000; 2024 calendar), Nebraska Early Childhood Collaborative Teen and Young Parent Program up to \$30,000; 2023-24), William and Ruth Scott Family Foundation; \$10,000 2024 calendar), Omaha Schools Foundation (\$5,000 2023-24; request \$6,000 2024-25).

We have some smaller grant requests pending <\$20,000 total. We submitted a grant request for \$250,000 to the Charles E. Lakin Family Foundation on 6/14/2024.

Sustainability

The Sherwood Foundation provided the seed money for the first several years to develop, pilot and implement D2C programming and has remained the primary funder since the fall of 2010. The D2C YAN Program was piloted in 2011, which means the D2 Center has a thirteen-year history—the first three years under the umbrella of the nonprofit Building Bright Futures and the last ten years as a stand-alone nonprofit. After a cut in funding in 2023 from \$700,000 per year to \$500,000 (nearly all Sherwood-funded programs were significantly cut that year), we have been assured that \$500,000 annually will continue into the foreseeable future. The Weitz Family Foundation has providing increasing support since 2016, and the Vice President of our Board, Katie Weitz, is the former Executive Director at the Foundation. We have ten years running of receiving support from the City

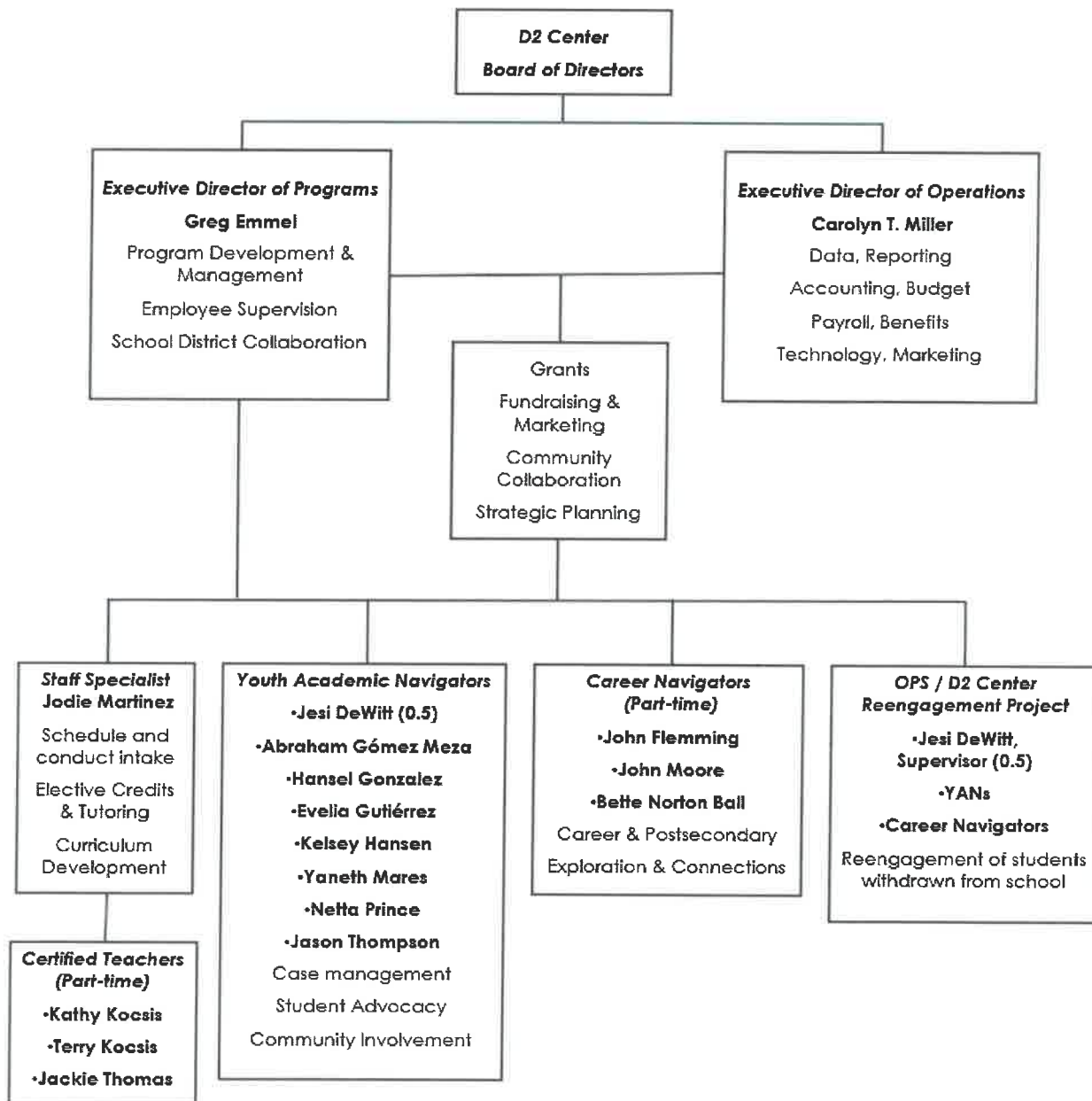
of Omaha Community Services Fund, and six years running from United Way. Support from these two organizations is a tribute not only to our sustainability, but also to the perceived value of our program to the well-being of our community.

D2 Center**Learning Community Project Budget**

6/7/2024

YAN	24-25 Salary	Benefits	Employer Taxes (9%)	Total
Abraham Gómez	\$54,621	\$15,000	\$4,916	\$74,537
Jason Thompson	\$53,864	\$15,000	\$4,848	\$73,711
Jesi DeWitt	\$63,367	\$15,000	\$5,703	\$84,070
3 Teachers (PT)	\$16,000	n/a	\$1,440	\$17,440
Total	\$187,851	\$45,000	\$16,907	\$249,758

D2 Center Organizational Chart



D2 Center Board of Directors

- Dr. Jerry M. Bartee, Community Advocate
- Mr. Jerry Bexten, Community Advocate (President)
- Mrs. Susan Christopherson, Chief Academic Officer, Omaha Public Schools (OPS)
- Mr. Greg Emmel, Executive Director of Programs, D2 Center (Secretary)
- Mr. Antonio Cantu IV, Student Representative
- Ms. Lauren Micek Vargas, Executive Director, Education Rights Counsel
- Ms. Carolyn T. Miller, Executive Director of Operations, D2 Center (Treasurer)
- Mr. Daniel Padilla, Executive Director, Lending Link
- Jordan Pirtle, Director of Secondary Partnerships and Gateway to College, Metro Community College
- Dr. Katie Weitz, Executive Director, Weitz Family Foundation (Vice President)

Brief History of the D2 Center

Development of the D2 Center began in 2010 with seed money from The Sherwood Foundation following a research study of Omaha Public Schools (OPS) dropouts and off-track students as well as other reengagement centers across the U.S. The program was piloted in 2011, and since that time we have served over 1,400 students in the Youth Academic Navigator (YAN) Program; nearly 650 students have graduated, with another 240 still active in the program. Our core philosophy is that meaningful relationships with high-risk students can improve outcomes. YANs have a caseload of 30 to 35 students and focus on building a positive relationship with their youth as mentors and advocates. They monitor attendance, grades and credits, and connect youth to community resources as issues arise. Additional D2 Center services include tutoring, elective credits (approved by OPS), and Career Navigators, who assist seniors with postsecondary planning and connections. A large majority of student referrals to our program come from OPS counselors, social workers, and administrators. In addition to the YAN Program, the D2 Center began doing outreach to OPS dropouts in the fall of 2016.

The OPS/D2 Center Reengagement Project is a legal services agreement that allows the D2 Center to access lists of students who have withdrawn but are eligible to reenroll. It provides D2C staff members access to the student data system and the ability to contact these former students as well as parents, guardians, relatives, or emergency contacts as noted in the student system. This successful partnership with OPS serves approximately 300 additional youth each year. The goal is to have as many as possible reenroll and then eventually graduate. Our YANs and Career Navigators do outreach to these students through calls, text messages, home visits, Facebook messages, email, and letters communicating with students, parents, relatives, and emergency contacts.

We have eleven full-time staff members (2 Executive Directors, 7.5 YANs, .5 YAN/Reengagement Supervisor, and a Staff Specialist), 3 part-time Career Navigators, and 3 part-time teachers with a budget of just over \$1.4 million.

Vision Statement

Our students realize and achieve personal and educational goals that benefit them and our community.

Mission Statement

The mission of the D2 Center is to connect out-of-school and disengaged youth ages 15-21 into an educational pathway with other resources and supports needed to earn a high school diploma and prepare for postsecondary opportunities and a career.

Value Statements

- We develop individualized solutions for disengaged students through a creative team approach.
- We build genuine, long-lasting relationships with youth.
- We connect youth with community resources and empower them to improve their life circumstances.
- We help youth maximize their potential to be successful in school, post-secondary, career, and life.

Passionate | Persistent | Committed

Guiding Principles for Workplace Culture

- We work cooperatively as an organization sharing our knowledge, experience, and diverse viewpoints.
- We strive to create a positive atmosphere through open and honest communication.
- We are agile, open-minded, and flexible in our approach to serve students and families as their needs change or societal circumstances change.
- Success is shared through our commitment to each other and our organization.

The D2 Center—A Unique Organization

- The population of students we serve is often underserved and misunderstood. Trauma, poverty, and factors and choices leading to disengagement from school result in the majority of our students being served in alternative school settings.
- The D2 Center has a Services Agreement with the Omaha Public Schools to do direct outreach to students who have withdrawn from school but are eligible to reenroll.
- Our diverse staff allows us to pair each student with a YAN that best fits their need.
- When our students move or change schools, our YANs follow them anywhere in Douglas or Sarpy County.
- We don't give up on our students even if they fail classes, have poor attendance, or drop out. We continue to do outreach for months or even years and encourage them to improve or return to school.
- The specialized capacities and team approach of our YANs allow us to find positive connections to community resources for our students to meet their needs. Whether it's the staff of an OPS alternative education program, a community-based organization focusing on homelessness or childcare, or a postsecondary institution, the D2 Center has many partners and utilizes many services to assist students.
- Our Career Navigators are available to assist our students with postsecondary endeavors both before and after they've earned their diploma.

Diversity, Equity, and Inclusion (DEI) Statement

The heart of the D2 Center mission is to reengage struggling high school students and provide support as they make progress toward their high school diploma. The focus on increasing student access to educational opportunities and academic success leads not only to personal satisfaction and long-term benefits for the student, but also to a stronger, healthier community overall.

The D2 Center was founded to reduce gaps in graduation rates due to poverty, ethnicity and race, and other factors like parenting, lack of family support, LGBTQ status, and involvement in the juvenile/criminal justice system. A disproportionate number of youth who drop out of or struggle in school are students of color, largely due to our country’s long history of racial discrimination and systemic inequality. Students who leave school before graduating face a lifetime of limited opportunities, including unemployment, lower earnings over time, and poorer health.

The D2 Center remains committed to supporting diversity in our staff and the students we serve. Actively increasing our understanding of institutional racism to help make positive change in our community is ongoing. That includes seeking out dialogue with community partners and those we serve, participating in trainings to learn more about systemic inequality, racism, and bias, and reviewing our policies to ensure our organization’s processes and culture contribute to equity and inclusion. Through this work we will become stronger as an organization and better able to serve our students, families, and community.

Costs, Benefits, and Consequences

What resources are available in our community to address the challenge of high school students who are off track to graduate on time, disengaging from school, or who have dropped out? School districts and communities are already stretched for resources to serve these youth. But when the risks are weighed, answering the challenge lies at the core of who we are as a society because of the powerful economic, social, and moral consequences.

<u>Costs</u>	<u>Benefits</u>
Forgotten youth/dropout youth / off track to graduate/ unrealized potential	Finding and engaging youth to better realize their potential
School district and community resources for reengagement and support	Disengaged youth getting back on track to graduation
Unemployment and underemployment	A more educated and productive workforce
Economic loss: fewer tax-paying citizens and greater reliance on social services	Economic gains: tax-paying citizens purchasing goods in the community
Continuing cycles of poverty	Breaking cycles of poverty
Uncertain futures affecting future generations	More hopeful, positive futures

D2 Center Annual Budget

4/18/2024

	Approved 4/21/2023		Approved 4/19/2024		Notes
	23/24 Budget	% Change	24/25 Budget	% Change	
Income					
Donation Income	\$ 25,000		\$30,000		Share Omaha (Giving Tuesday & Do Good Days), other Development activities \$106K Weitz Family Foundation (2024 cal yr); \$30K City of Omaha (2024 cal yr); \$50K UWM (24-25); \$30K Ellsworth (2024 cal yr); \$70K Lozier (2024 cal yr); \$30K Olson; \$10K Scott Seeking grant income (mostly local sources) 2024 calendar year OPS In-kind Funding Small event planned for 24-25 To balance budget, and match for UWM and City of Omaha funding
Grant Income	\$ 256,000		\$326,000		
Grant Income (TBD)	\$ 250,000		\$444,077		
The Sherwood Foundation	\$ 500,000		\$500,000		
4050 In-Kind Donation	\$ 59,841		\$59,841		
Event Fundraising	\$ 30,000		\$10,000		
Transfer from Reserves	\$ 287,811		\$0		
Total Income	\$ 1,408,652	-2.98%	\$1,369,918	-2.75%	
5100-Payroll Expenses					
5110-Executive Salaries & Wages	\$ 235,677	2.00%	\$240,391	2.00%	2 EDs
5111-YAN Salaries & Wages (8)	\$ 428,802	5.74%	\$445,954	4.00%	7.5 YANs; 0.5 re-engagement supvr.
5112-Teacher Salaries & Wages	\$ 16,000	0.00%	\$16,000	0.00%	Part-time teachers, year-round tutoring and electives.
5113-PT Career Nav Sal&Wage (2)	\$ 93,396	0.00%	\$116,447	24.68%	3 PT CN's. Incl. OPS in-kind sal \$41,556.12. Recalibrate for 22-23 actuals, ↑ hr rate & # hours
5117-Staff Specialist	\$ 54,054	4.00%	\$56,216	4.00%	Intake & curriculum
Subtotal Salaries & Wages	\$ 827,929	0.00%	\$875,008	5.69%	
5120-Payroll Tax Expense	\$ 74,514	0.00%	\$78,751	5.69%	Accounting recommends 9% of total payroll
Subtotal Salaries & PR Tax	\$ 902,443	0.00%	\$953,759	5.69%	
5115-Payroll-Employee Benefits	\$ 271,678	1.08%	\$176,026	-35.21%	Incl. OPS in-kind ben. \$18,285. ↓ due to ADP benefits savings
5130-Mileage & Reimbursements	\$ 20,570	0.00%	\$12,000	-41.66%	8 YANs
Total 5100-Payroll Expenses	\$ 1,194,691	0%	\$1,141,785	-4.43%	
5150-Professional Development					
5150-Professional Development	\$ -	-100.00%	\$0		See 5160 Seminars & Education
5152-Travel	\$ 200	-97.33%	\$200	0.00%	Parking
5154-Travel-Meals/Entertainment	\$ -	-100.00%	\$0		
5160-Seminars & Education	\$ 2,100	40.00%	\$2,100	0.00%	Training, local conferences, etc.
5165-Professional Dues & Fees	\$ 700	0.00%	\$700	0.00%	NAM membership \$700 for \$1M-\$5M budget orgs
Total 5150-Professional Development	\$ 3,000	-83.15%	\$3,000	0.00%	
5200-Consulting, Subgrants/Pro					
5210-Consulting Fees	\$ 12,000	-33.33%	\$12,000	0.00%	Dev/mktg consulting (\$1000/mo), fundraising (\$10K Weitz FF funded)
5215-nFocus license	\$ 1,750	0.00%	\$1,750	0.00%	
5220-Accounting/Prof Fees	\$ 24,500	-2.00%	\$56,518	130.69%	↑ ADP cost (\$34,518) includes workers' comp & enhanced svcs. / bookkeeping, audit, 990
5230-Legal Fees	\$ 5,000	0.00%	\$5,000	0.00%	
Total 5200-Consulting, Subgrants/Pro	\$ 43,250	-13.07%	\$75,268	74.03%	

D2 Center Annual Budget

4/18/2024

5300-Operational Expenses

- 5310-Advertising, Mktg, Promo
- 5315-Communications
- 5332-Website
- 5335-Meals & Entertainment
- 5345-Supplies
- 5410-Bank Charges
- 5415-Computer Support
- 5417- Software Expense
- 5420-Copier Expense
- 5435-Insurance-Organization
- 5440-Mailing-Postage
- 5445-Office Supplies
- 5447-Office/General Admin Exp
- 5455-Printing
- 5460-Rent/Lease
- 5476-Depreciation Expense
- 5498-Computer Equipment
- 5499-Miscellaneous

Total 5300-Operational Expenses

5500-Event Expenses

- 5505-Community Outreach
- 5510-Catering
- 5550-Rental Exp - Meetings
- 5560-Misc Event Expenses

Total 5500-Event Expenses

Total Expense

Approved 4/21/2023		Approved 4/19/2024		Notes
23/24 Budget	% Change	24/25 Budget	% Change	
				↓ All operational expenses account for 8 YANs ↓
\$ 15,000	0.00%	\$9,000	-40.00%	
\$ 14,692	0.00%	\$14,692	0.00%	Verizon, Cox internet, cloud-based phone system
\$ 600	0.00%	\$600	0.00%	
\$ 2,500	0.00%	\$2,500	0.00%	Staff & board meetings, any local meal (not YAN discretionary)
\$ 1,500	-40.00%	\$1,500	0.00%	Books, YAN discretionary
\$ 2,000	0.00%	\$1,000	-50.00%	HSA setup fees, monthly bank fees, PayPal fees
\$ 23,000	4.55%	\$18,500	-19.57%	Discontinued maintenance of unused student PCs
\$ 2,700	-32.50%	\$2,700	0.00%	Incl. cloud backup, Microsoft Office 365 suite
\$ 2,000	-42.86%	\$2,000	0.00%	
\$ 10,100	1.00%	\$7,000	-30.69%	Liability & D&O. Workers' comp coverage via ADP moves to 5220 Accounting Fees
\$ 550	10.00%	\$700	27.27%	↑ stamp use to mail consents
\$ 3,000	-25.00%	\$3,000	0.00%	
\$ 7,900	0.00%	\$7,900	0.00%	Cleaning, maintenance
\$ 1,650	0.00%	\$1,650	0.00%	
\$ 65,421	-20.24%	\$65,421	0.00%	
\$ 298	-93.68%	\$1,902	539.19%	Per accounting. 23-24 budget was calculated incorrectly
\$ 3,500	0.00%	\$3,500	0.00%	
\$ 1,500	-11.76%	\$1,500	0.00%	Thank you gifts, staff gifts
\$ 157,911	-13.61%	\$145,065	-8.13%	
\$ 1,800	0.00%	\$1,800	0.00%	Local agency luncheons, etc.
\$ 4,000	0.00%	\$1,000	-75.00%	
\$ 2,000	0.00%	\$1,000	-50.00%	
\$ 2,000	0.00%	\$1,000	-50.00%	
\$ 9,800	0.00%	\$4,800	-51.02%	
\$ 1,408,652	-2.98%	\$1,369,918	-2.75%	

Learning Community of Douglas and Sarpy Counties

All data is from the Education Profile in the Nebraska Department of Education website. 2019 and 2020 are the last two years 7-year graduation rate data is available.

District 4-Year Graduation Rates (2023 and 2019)

<u>District</u>	<u>2023 %</u>	<u># NOT</u>	<u>2019 %</u>	<u># NOT</u>
Gretna	97.53	9	97.99	6
Elkhorn	96.26	28	96.94	17
Springfield Platteview	95.88	4	94.57	5
Douglas County West	95.59	3	98.53	1
Papillion LaVista	95.49	43	94.81	44
Bennington	95.34	11	93.75	9
Millard	92.07	142	92.76	133
Westside	91.29	44	89.21	48
Bellevue	91.03	66	92.41	59
Ralston	80.50	47	87.46	39
Omaha Public	70.46	1,135	76.68	831

Nine of the eleven school districts had slight gains or losses in 4-year graduation rates from 2019 to 2023. Ralston and OPS each dropped over 6%. OPS has the highest percentage of students on free/reduced lunch and Ralston the second highest.

District 7-Year Graduation Rates (2020 and 2019)

	<u>2020 %</u>	<u># NOT</u>	<u>2019 %</u>	<u># NOT</u>
Gretna	99.06	3	99.67	1
Elkhorn	97.06	18	98.92	6
Springfield Platteview	98.15	2	96.70	3
Douglas County West	95.89	3	98.53	1
Papillion LaVista	97.31	26	96.46	30

	<u>2020 %</u>	<u># NOT</u>	<u>2019 %</u>	<u># NOT</u>
Bennington	97.33	4	95.83	6
Millard	95.30	87	96.41	66
Westside	94.44	26	93.71	28
Bellevue	94.52	43	95.78	33
Ralston	89.73	27	93.44	20
Omaha Public	79.62	755	81.61	658

Number of Students NOT Graduating in 4 Years/7 Years

<u>District</u>	<u>2020 NOT (4/7)</u>	<u>% reduction</u>	<u>2019 NOT (4/7)</u>
Gretna	7/4	43	6/1
Elkhorn	30/18	40	17/6
Springfield Platteview	2/2	0	5/3
Douglas County West	5/3	40	1/1
Papillion LaVista	45/26	42	44/30
Bennington	6/4	33	9/6
Millard	150/87	42	133/66
Westside	47/26	45	48/28
Bellevue	63/43	32	59/33
Ralston	41/27	34	39/20
Omaha Public	984/755	23	831/658

In 2023, 1,135 OPS students didn't graduate in 4 years. The ten other districts combined had 397 not graduating in 4 years = 1,532 total. 74% who didn't graduate on time in the Learning Community were OPS students.

For the Class of 2020 in the Learning Community, by 2023 (3 years later; 7-year graduation rate) 995 students still had not graduated. 76% of these non-graduating students were OPS students.

D2 Center Quarterly Report

Q3 FY 2023-24: January – March 2024



D2 Center / OPS Reengagement Project

"Eligible to Enroll" OPS Students	Q3 2021-22	Q3 2022-23	Q1 2023-24	Q2 2023-24	Q3 2023-24
Students Initially Contacted	363	314	138	222	273
Enrolled & Graduated	13	24	3	8	12
Enrolled & Still Enrolled	45	32	20	13	30
Still Attempting to Reengage	159	156	83	113	92
Enrolled & Dropped Out	18	15	2	8	8
Moved Out of Metro Area	15	10	0	6	18
Unknown (ceased attempts at contact)	77	50	23	52	70
Not Interested	36	27	7	22	43

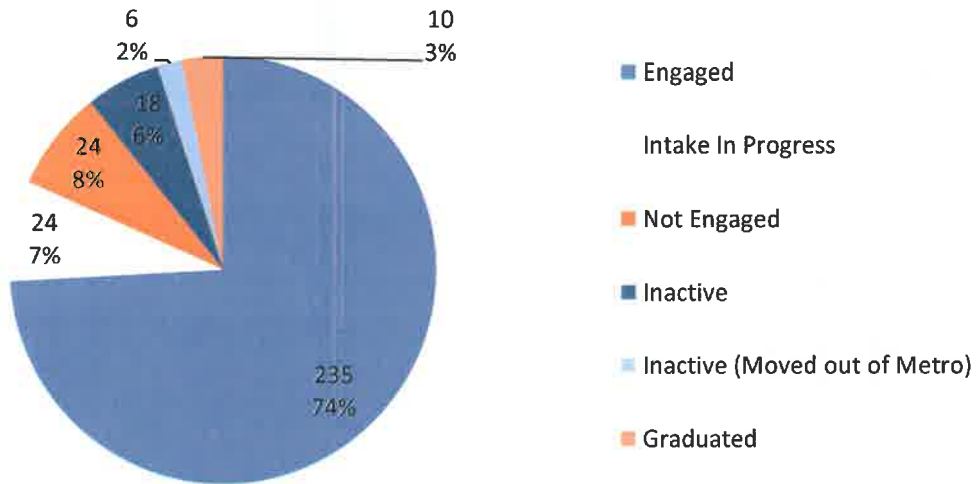
During the first quarter D2 Center staff members did outreach to 138 OPS students who withdrew from school in the 2022-23 school year but were eligible to enroll. An additional 84 students who withdrew during the first semester 2023-24 were added second quarter. An additional 51 students who withdrew during the 2023-24 school year were added third quarter bringing the total so far this school year to 273. The focus this quarter was strategic outreach to students during enrollment windows at Independent Studies. The team did an update to our Reengagement Procedures and Best Practices to help identify and share out successful strategies developed since the start of this partnership with OPS. Leveraging the wealth of knowledge and experience within the team has allowed us to continue to adjust strategies as the needs of our students change as well as the changes within our partner programs at Omaha Public Schools. – *Jesi DeWitt, Reengagement Supervisor & YAN*

Youth Academic Navigator (YAN) Program

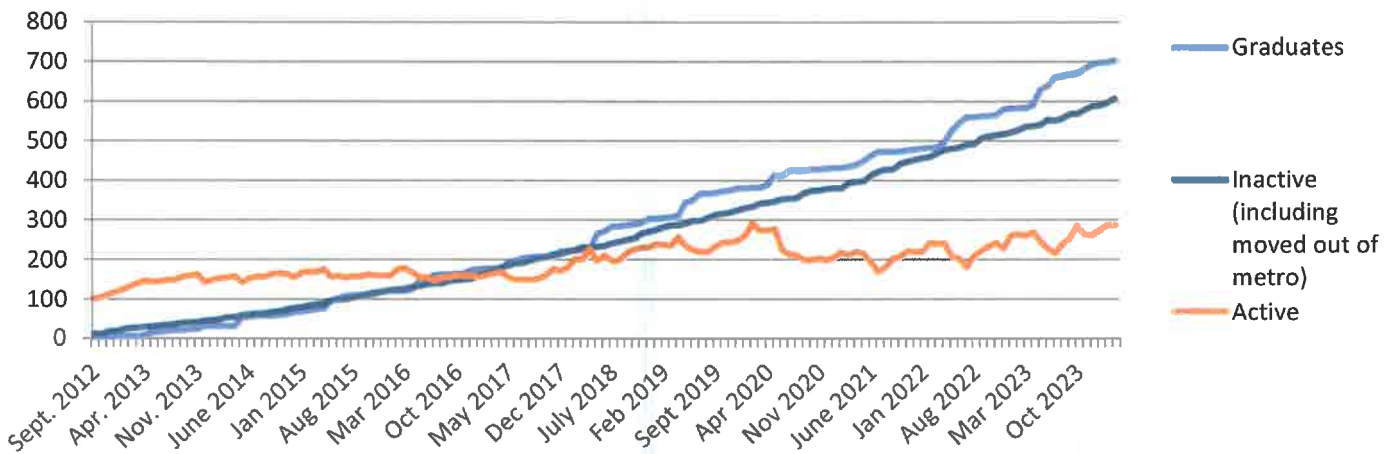
D2 Center Students	2011-2012 (partial)	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24	Total	Q3 23-24
Applications	139	148	138	179	175	160	245	282	214	147	259	278	263	2,627	90
New Active Students	75	78	68	103	98	112	175	170	128	101	197	217	171	1,895	56
Graduates	2	12	38	49	50	43	75	79	63	49	83	94	64	701	10
Total Served*	80	140	180	217	215	228	338	369	339	302	355	390	408	1,590	317

*Individual students may be served over multiple years but are counted only once in the total column

D2 Center Student Status: Current Students Only (Q3 2023-24) †

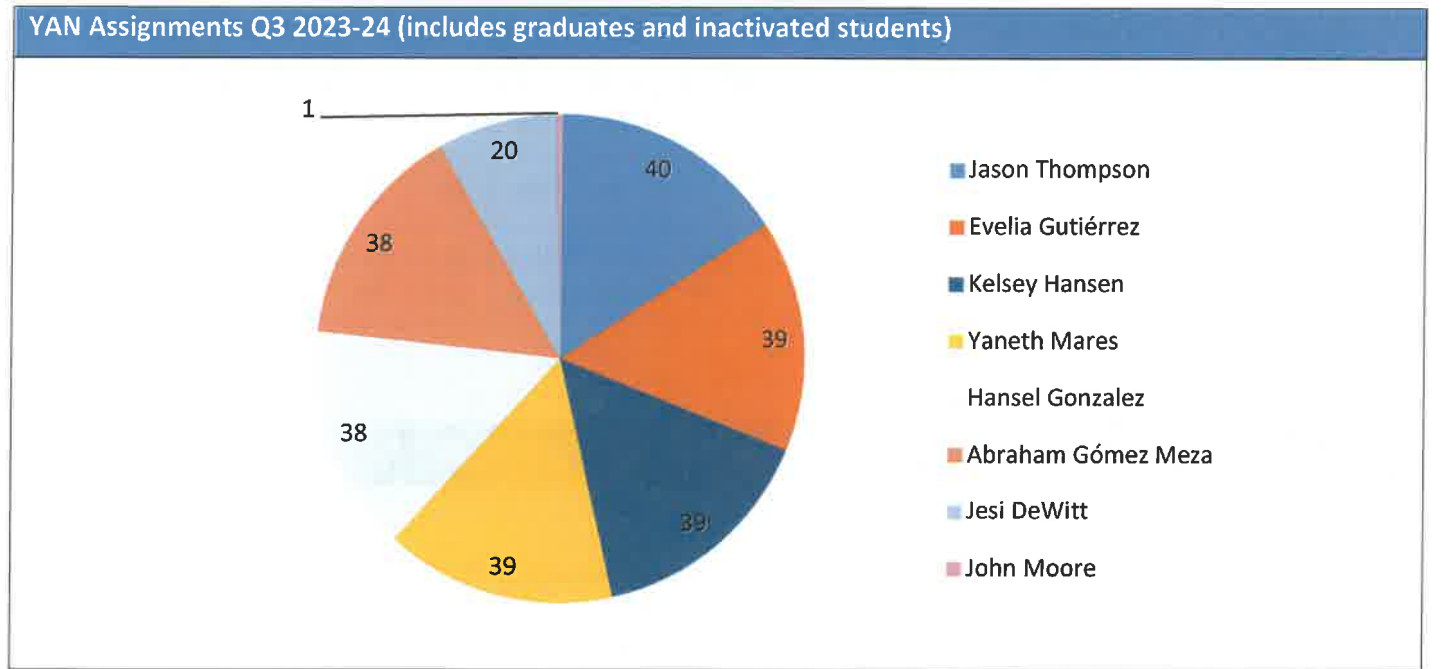


D2 Center Active Students, Inactives & Graduates† (Sept. 2012-present)



Primary Inactive Reason(s) ††		
	Inactivated Q3 2023-24	All Inactivated Students (2011-present)
Unknown	3	155
Refusal	8	142
Moved out of Metro	6	128
Working	1	106
Parenting	2	90
Will pursue a GED	3	81
Incarcerated	1	23

D2 Center Active Student Placement (March 2024 Only)					
Independent Study (OPS)	52	Burke High	14	Blackburn Alternative (OPS)	5
South High	28	UNO/OPS Middle College	14	Adult High School (OPS)	2
Accelere (OPS)	27	North High	12	Westside	2
Not in School	17	Westview	8	Boys Town	1
Benson High	25	Omaha Virtual School (OPS)	7	Gateway to College (OPS)	1
Central High	21	Buena Vista	4	Omaha Street School	1
Northwest High	20	Parrish (OPS)	4	Papillion IDEAL	1
Bryan High	15			Ralston RISE	1



Student Snapshot		
	Active Students (Q3 2023-24)	All Students (2011-present)
D2 Center Students	317	1,590
Pregnant / Parenting Students	32	305
Current or former Juvenile / Criminal Justice System Involvement	35	536
Current or former Foster Youth (self-reported)	26	239
Students with an IEP in high school	69	333
ELL Students in high school	17	149
LGBTQ Students (self-reported)	≈ 3	≈ 56
Undocumented Students (self-reported)	0	≈ 8

For additional student demographic data please see the Appendix.

†Student Status Definitions

- **Graduated:** Earned high school diploma; formerly active in D2 Center program
- **Engaged:** Intake complete and attending school
- **Intake in Progress:** Application received; intake not complete; may or may not be attending school
- **Not Engaged:** Intake complete and not attending school
- **Active:** Includes Engaged, Intake in Progress, and Not Engaged students
- **Inactive:** Intake complete. Formerly active in D2 Center program. Reasons include: Pursuing GED, moved out of town, refusal to attend or communicate, parenting, working, incarcerated, or unknown

††Multiple responses/reasons are possible for inactivated students.

D2 Center Tutoring & Elective Credit Services

	2011-2012 (partial)	12- 13	13- 14	14- 15	15- 16	16- 17	17- 18	18- 19	19- 20	20- 21	21- 22	22- 23	23- 24	Q3 23-24
D2 Center Elective Credits Earned	26	38	23	37	26	18	21	24	19	7	41	39	53	14
# of Students Earning Credits	<i>Data not available prior to 2017-18</i>						18	32	47	37	35	26	33	12
Tutoring Students Served /Times Attended	<i>Data not available prior to 2016-17</i>					30 / 177	57 / 210	35 / 142	39 / 152	23 / 91	25/ 130	39/ 172	12/ 31	9/15

Quarterly Highlights & Activities (Jan., Feb., March 2024)

- Regularly attended community meetings, professional development, and other activities for **YANs** included: OPS Accelere Orientations, Empowerment Network Omaha 360 meetings, Empowerment Network Cradle to Career meetings, Annual State of North Omaha Summit (Empowerment Network), Community-Based Attendance Coalition Planning Committee and meetings, NAM BIPOC Lunch and Learn, BOOTS meetings (Project Everlast), Metro Area Suicide Prevention meeting, South Omaha Community Care Council meetings, NECC Teen and Young Parent Program meetings, Metro Young Latinos Professional Association planning meeting, and Project Everlast Spring Resource Fair. Activities this quarter for **Executive Directors** included: Greg – meetings with The Sherwood Foundation re: new marketing plan, National League of Cities (NLC) Reengagement Network quarterly call, Empowerment Network Cradle to Career meetings, Bridge Family Resource Connector Network meeting, Community Alliance Project Coordinator meeting, Project Everlast Spring Resource Fair, Budget and Funding meeting with D2C Board, Ken Bird/Avenue Scholars potential Learning Community funding meeting, Gerald Kuhn/Interim Learning Community Director, and Accelere College and Career Fair. Carolyn – meetings with The Sherwood Foundation re: new marketing plan, City of Omaha Community Service Grants Orientation, Budget and Funding meeting with D2C Board, Ken Bird/Avenue Scholars potential Learning Community funding meeting, Yates Illuminates Governance Board and Grand Opening Marketing Committee meeting.
- All Staff: bi-weekly staff meetings, Graduation Follow Up changes, YAN capacity issues, recruiting pregnant and parenting students into the NECC TYPP for grant, CN’s generally not serving traditional high school students before graduation, DOR Best Practices (per Strategic Plan), reports on new North Omaha Collective and Bridge

Family Resource Network, updating specialized staff capacities and staff meeting reports from YANs, and increase in elective credit requests and parameters for requests.

- **Career Navigator Program –Bette Norton Ball, John Flemming, and John Moore**

- **Accelere:** Continued meeting with students for YAN referrals related to college or career planning.
- **Independent Study Program:** Career Navigators are working with D2C students to complete Senior Surveys and additional follow ups.
- **Blackburn Alternative:** For second semester the focus is senior post secondary planning, and individual meetings with emphasis on college/job applications and FAFSA. Individual meetings with Juniors are ongoing to begin postsecondary planning. CN's are assisting the school counselor with planning for an April tour of Lozier.
- Note: Student attendance at all MPP programs has declined and has had an impact on interactions with students.
- **Career Navigator Activity Highlights**
 - Multiple communications and attendance for MCC Workforce Development and MCC GAP Workshops and information provided to D2C students.
 - College Career Champions student meetings at Blackburn
 - Participation in D2C staff meetings, virtual or in person.
 - Contacts with Education Quest, Federal Government for FAFSA, MCC, UNO, CSM, Woodhouse, Lozier, Capitol Beauty School, Xenon Cosmetology, and Rockbrook Veterinary Clinic
 - Ongoing curriculum planning for new D2C elective credit "Invest in Yourself" funded by Ellsworth Grant and contacts with seniors for senior survey related to Ellsworth Grant
 - Participation in Accelere Career & Resource Fair
 - Participation in Nebraska Childrens Spring Resource Fair
 - NYF Course Instruction/Completion
 - Ongoing communications with students and families for dropout reengagement
- **Student Contacts**

▪ General Assistance	25
▪ Ongoing activities	11
▪ Senior Survey	13
▪ Resume Completion	8
▪ Tour/Fair	6
▪ Interview/Shadow	1
▪ Job Application	1
▪ Job Start	0
▪ FAFSA	8
▪ Scholarship/Financial Aid	5
▪ PS Application	12
▪ Military	1
▪ NYF Completion	6

- **Strategic Plan Update**

- YANs continue to report on specialized staff capacities and attend appropriate community meetings; the Specialized Staff Capacities document was updated in March and YAN staff meeting reports also began in March (Goal #6)

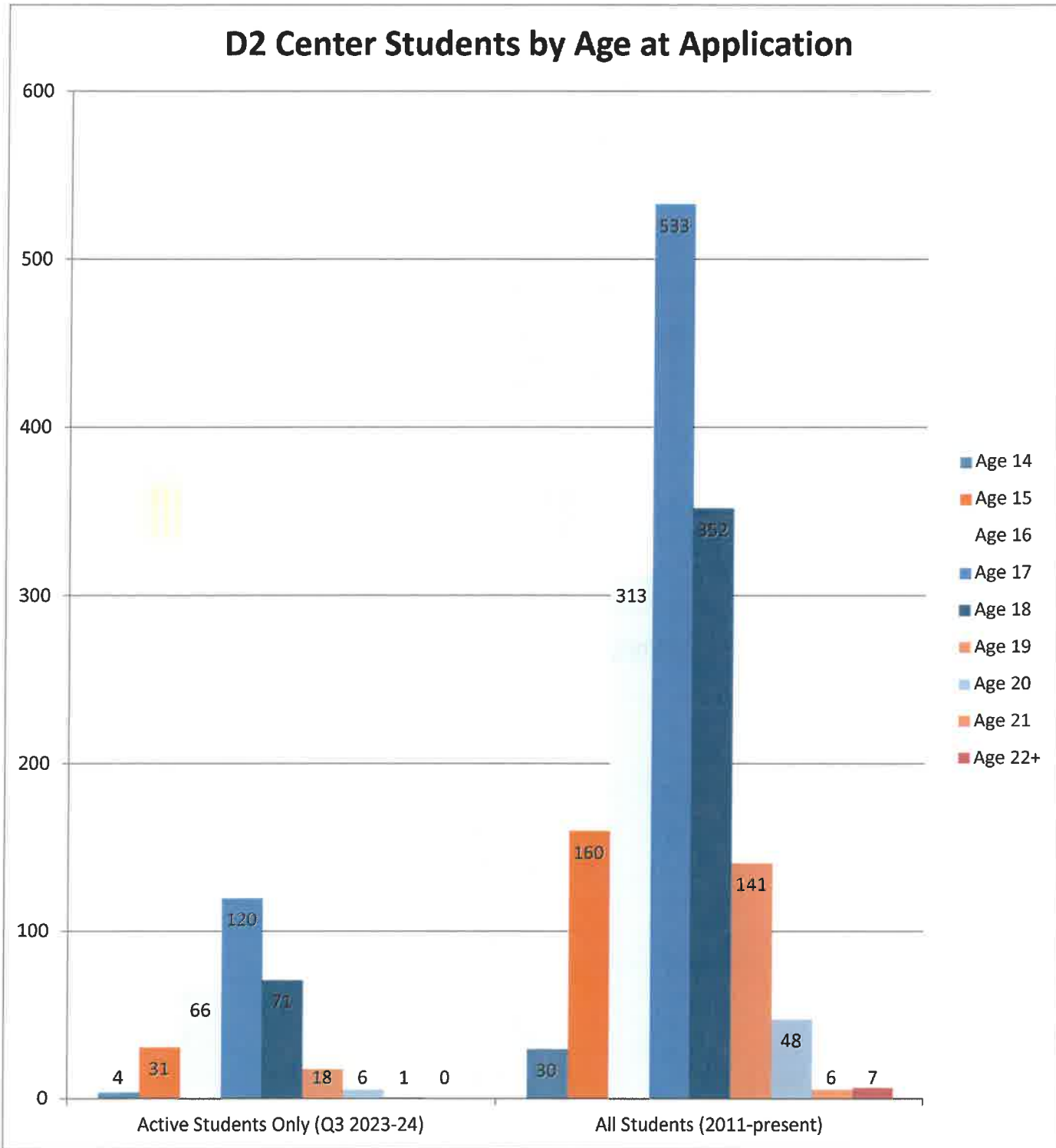
- Following the OPS traditional high school plan redevelopment, YANs continue to update student lists for each high school quarterly and provide to key staff (e.g. principal, social worker, SSL, and school counseling director; Goals #5 and #6)
- Reengagement Project– best practices document revised and reviewed by all staff in February (Goal #3)
- Ongoing funding efforts continue to be tracked; special budget and funding session with several Board members in March; OPS meeting with superintendent scheduled for 4/19 (Goal #2: see report)
- Funding from The Sherwood Foundation to develop new messaging to better attract funders; meeting with Roberta Wilhelm in February; meeting with new marketing person to be hired by Sherwood scheduled for early April (Goal #2 and #6)
- Multiple meetings with ADP to transition to new benefits in health, dental and vision that will result in significant savings; transition will be June 1 (Goal #2 and #5)
- **Development**
 - Contracting with yorCMO for ongoing marketing support
 - 2023-24 Activities
 - Fundraising event: **October 20, 2023***
 - \$40,154 raised
 - \$6,226 of \$8,000 budget spent
 - United Way internal fundraising campaign (November 2023): \$2,896 raised
 - Giving Tuesday: 11/28/2023: \$2,236 raised
 - Annual Report and mailer (December 2023): \$925 raised *
 - Yates Illuminates grand opening and media blitz: 4/28/2024
 - Share Omaha Do Good Days: April 24-27, 2024
 - * Priority fundraising opportunities
 - 2022-23 Activities and Results
 - Giving Tuesday*: Nov. 29, 2022 (email, social media) → \$2,867
 - Annual Report and mailer: Oct.— Dec. 2022 (snail mail, email, and social media) and Annual Appeal: Dec. 31, 2022 (email, social media) → \$1,814
 - United Way internal fundraising campaign: kickoff Dec. 5, 2022 (virtual) → \$2,901
 - **Share Omaha Do Good Days*: April 19-23, 2023** (email, social media) / raised \$13,381 (up slightly from \$13,229 in 2022)
 - Current Funding
 - The Sherwood Foundation funded: \$500,000 for 2023 & 2024 (operating)
 - Weitz Family Foundation funded: \$96,000 for 2023; \$318,000 for 3 years (development and 1.5 YANs)
 - City of Omaha funded: \$30,000 for 2023 & 2024 (bilingual Spanish YAN [partial]); applied March 2024 for \$40,000 in 2025
 - United Way of the Midlands Community Investment funded: \$45,000 for 2022-24; Letter of Intent submitted 10/25/2023 for \$50,000; applied Jan. 2024 (YAN [partial])
 - Ellsworth Family Foundation funded: \$25,000 for 2023; funded \$30K for 2024 (Career Navigator program support)
 - Lozier Foundation funded: \$60,000 for 2023; requested and received \$70K for 2024 (operating)
 - Nebraska Early Childhood Collaborative Teen and Young Parent Program (grant run by NECC): up to \$30,000 for 2023-24; YTD \$11,000
 - Olson Foundation funded: \$30,000 for 2023-24 (YAN Program support)

- William & Ruth Scott Foundation funded: \$10,000 for 2024
 - Omaha Public Schools Foundation funded: \$5,000 (YAN Program support)
 - Not Funded: 1) Robert B. Daugherty Foundation app submitted 5/31/2023, requesting \$50K/year for 3 years; 3 rounds of Q/A in follow up emails from Rebecca Nadgwick, Controller & Grants Officer, 2) W.K. Kellogg Foundation for \$75,000, 3) Peter Kiewit Foundation request for application: “We do not fund direct services for disengaged youth and young adults.”, 4) Union Pacific Foundation Local Grants for \$25,000 “Unable to fund your request.”, and 5) Yield Giving (MacKenzie Scott) app submitted 6/12/2023; selected for next round of consideration, but not for second round (received \$500 for performing peer application reviews); Costco submitted Jan. 2024 for \$2,000 to be spent on supplies at Costco
- In-progress funding efforts
 - Gilbert and Martha Hitchcock Foundation submitted September 2023 for \$30,000; will be notified June 2024
 - Charles Lakin Foundation submitted August 2023 for \$75,000 for 2024; per Katie Weitz’s meeting with Lakin Grants Coordinator sent in LOI request in March for \$250K
 - Harper Family Foundation submitted Dec. 2023 for \$10,000 for 24-25
 - See *Goal2-Funding2023-26.docx* for further details
- **Advocacy / Lobbying:** no activity this quarter
- **Administrative / Operational**
 - ADP Payroll Platform Transition
 - Moving to more robust payroll platform with additional HR supports
 - Joining ADP benefits group allows for medical, dental, vision savings
 - Medical carrier remains United Healthcare
 - Dental carrier changes to Aetna
 - Employees manage most of their information online and have easy access to resources for questions
 - Contract signed March 2024
 - First payroll 4/15/2024
 - Benefits open enrollment April 11-19, 2024
 - Benefits start date 6/01/2024
 - Office space issues: exploring the idea of moving to a new more efficient /smaller space.
 - Options include:
 - Build out current space to add 2 offices and close off PC lab area; or
 - Find a different space within the Center, pending availability; or
 - Find a new office space; or
 - Move into the Barbara Weitz CEC
 - Current lease goes through June 2025 and notice would need to be given in April 2025. Changes within the current space and in the building are possible within the current lease
 - Considerations include the amount of time staff spend in the office, private offices vs. cubicles, cost, parking, quality of maintenance and cleaning, etc.
 - Annual Accounting
 - ASGN declined to continue as accounting firm for audit and 990. Daniel sent some ideas for other firms.
 - City of Omaha grant requirements

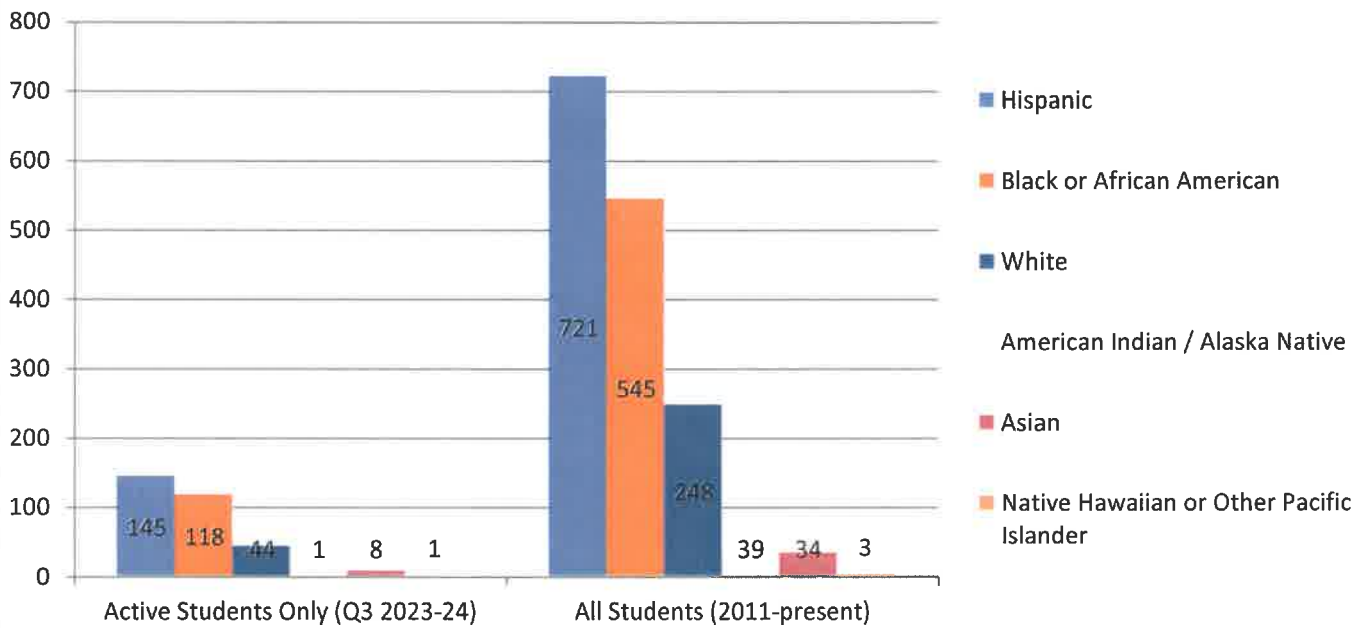
- Community Service Fund Monitor Visit complete 8/02/2023. Corrective actions:
 - Language Access Plan: complete
 - Civil Rights Training Plan: complete. Annual Civil Rights Training on hold per guidance from City.
 - Document Disposition: form is complete. Annual disposition planned for May.
- Yates Community Center
 - Lease is signed as of 4/01/2023 and the D2C space is available for use
 - Reached out to co-tenant Hanna Vlach to have a meet & greet with Restoring Dignity staff
 - Grand Opening Sunday, April 28, 2024, 1-4pm

Appendix

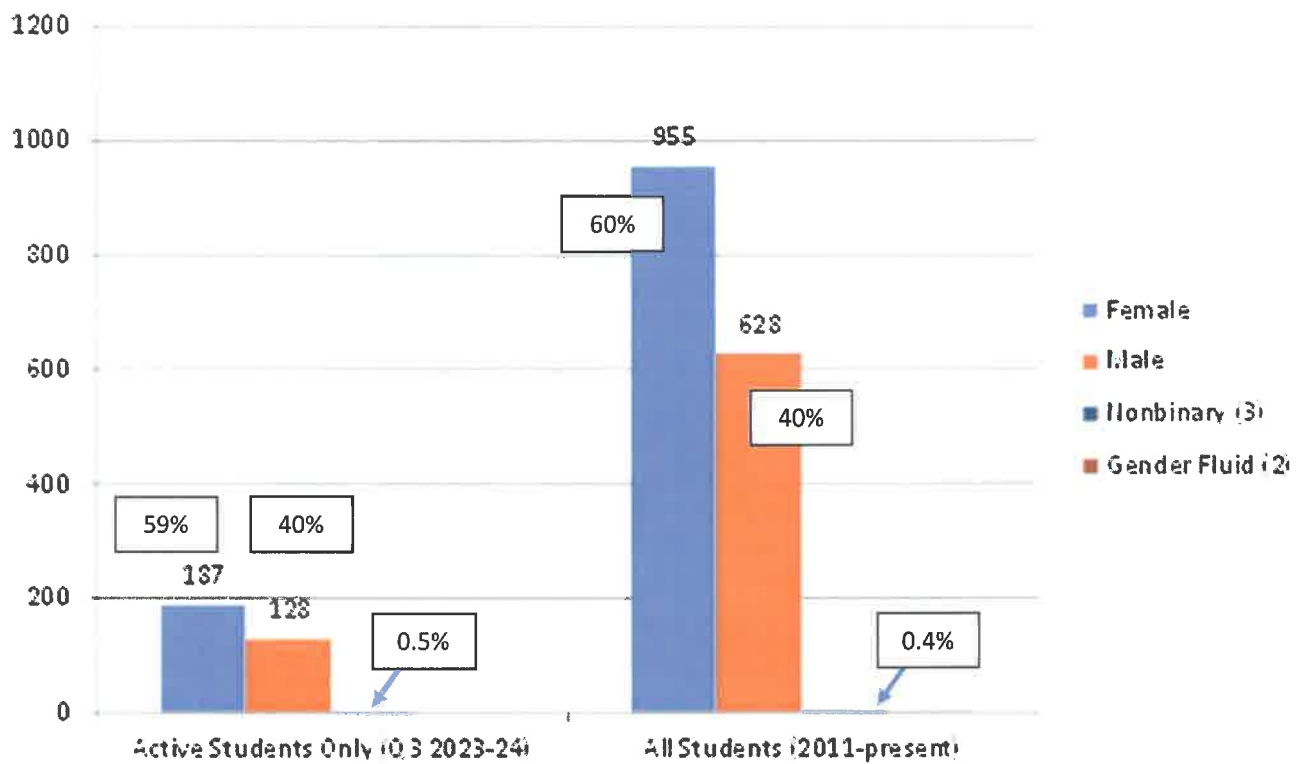
Demographic Data



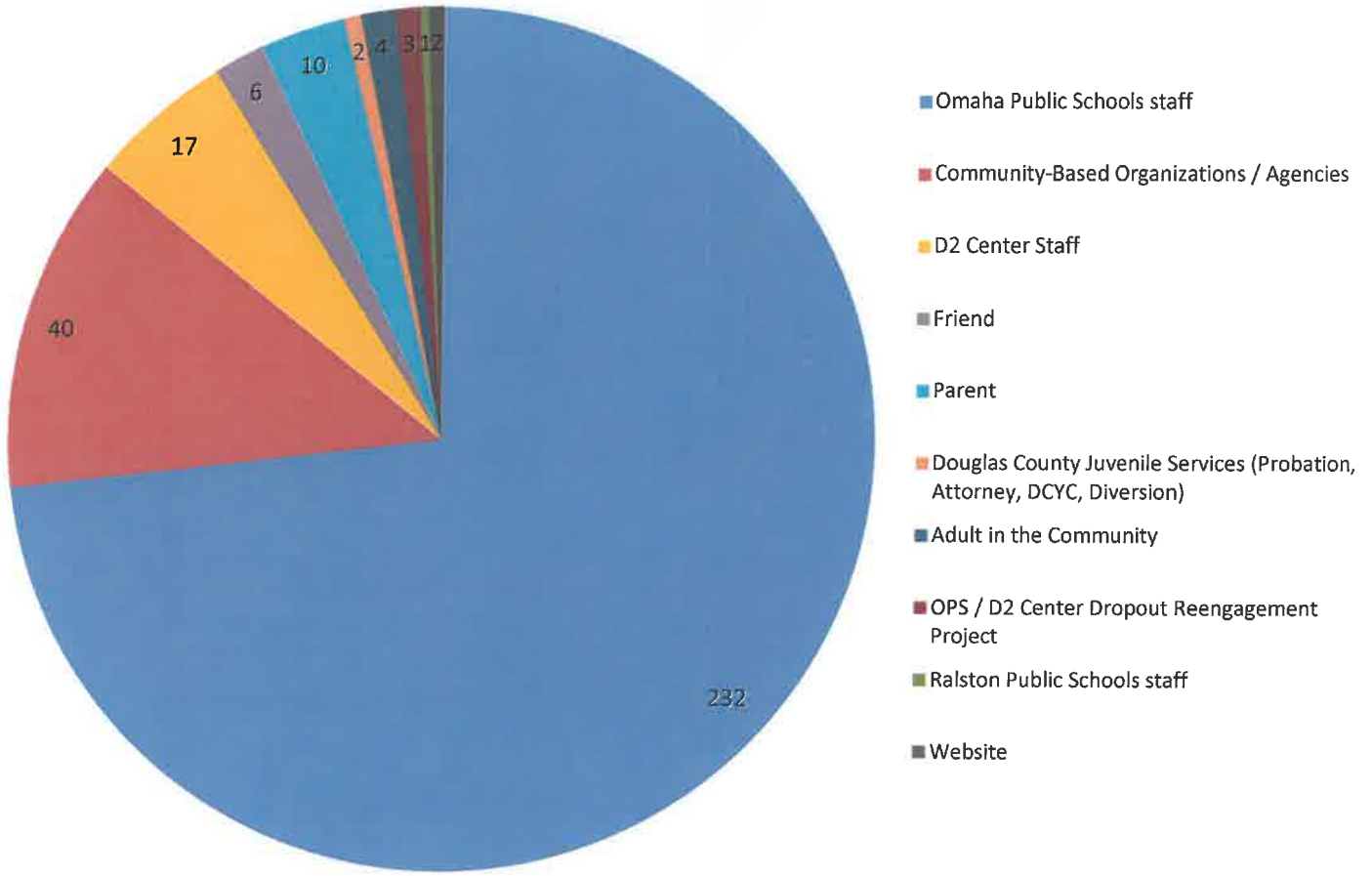
D2 Center Students by Race/ Ethnicity



D2 Center Students by Gender



Active Students Only (Q3 2023-24)



Received 6-10-24
GP



**ELECTED MEMBER VACANCY APPLICATION TO SERVE ON
THE ACHIEVEMENT SUBCOUNCILS OF
THE LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES**


Applicant must reside within the boundaries of the Achievement Subcouncil to which he/she is submitting his/her candidacy.

Name: <i>Jermaine Ballard</i>		
Home Address: <i>3526 N. 124th AVE</i>		
Home Phone: <i>402/856-9880</i>	E-mail: <i>JDBallard@Mccneb.edu</i>	
Business: <i>Metro Community College director</i>		
Business Address:		
Business Phone:	Business E-mail: <i>JDBallard@MCCneb.edu</i>	
Please indicate which Achievement Subcouncil you reside in:		
<input type="checkbox"/> Achievement Subcouncil 1	<input checked="" type="checkbox"/> Achievement Subcouncil 3	<input type="checkbox"/> Achievement Subcouncil 5
<input type="checkbox"/> Achievement Subcouncil 2	<input type="checkbox"/> Achievement Subcouncil 4	<input type="checkbox"/> Achievement Subcouncil 6
Please indicate which School District you reside in:		
<input type="checkbox"/> Bellevue Public Schools	<input type="checkbox"/> Millard Public Schools	<input type="checkbox"/> Westside Community Schools
<input type="checkbox"/> Bennington Public Schools	<input checked="" type="checkbox"/> Omaha Public Schools	
<input type="checkbox"/> DC West Community Schools	<input type="checkbox"/> Papillion-La Vista School District	
<input type="checkbox"/> Elkhorn Public Schools	<input type="checkbox"/> Ralston Public Schools	
<input type="checkbox"/> Gretna Public Schools	<input type="checkbox"/> Springfield Platteview Community Schools	
Do you currently hold any public office? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "Yes," please list:		
Have you ever been convicted of a felony in this, or any, state? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Nebraska State Revised Statute 29-112)		
REQUIRED – Please attach a cover letter and your resume. List applicable education and/or experience:		
How would your experience benefit the Achievement Subcouncil area you reside in and the Learning Community Coordinating Council? <i>see Attached</i>		

List any additional qualifications you feel would benefit the Achievement Subcouncil and the Learning Community Coordinating Council:

See Attached

I hereby certify I am qualified to hold the position for which this application is made. Furthermore, I hereby authorize the Learning Community of Douglas and Sarpy Counties to investigate the truthfulness of all of the information I have provided in this application. I understand that any misrepresentation or omission of information requested in this application is cause for disqualification. **Please Note:** Application materials may be subject to disclosure under the Nebraska Public Records Act.



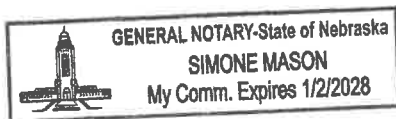
APPLICANT SIGNATURE


PLEASE NOTE: Application needs to be notarized.

STATE OF NEBRASKA)
)
COUNTY OF Douglas)

On this 10th day of June, 2021, before me the undersigned, a Notary Public duly commissioned and qualified in and for the State of Nebraska, personally came, Jermaine Ballard, to me known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary acts and deeds.

Witness my hand and notary seal the day and year last above written.





NOTARY PUBLIC, STATE OF NEBRASKA

Please return your application, cover letter and resume to the office of the Learning Community of Douglas and Sarpy Counties • 1612 North 24th Street • Omaha, NE 68110 • Office: 402.964.2405 • Fax: 402.964.2478

Elected Member Vacancy Application Questions to Serve on
The Achievement Sub council in District 3

1. How would your experience benefit the Achievement Sub Council area you reside in and the Learning Community Coordinating Council.

My professional experience has prepared me to serve on the Learning Community Coordinating Council. I currently work in higher education at Metro Community College. I am a product of Omaha Public Schools, I have taught in Omaha Public Schools, and I have developed a relationship with my neighbors in Sub-District 3. I feel I would do a great job representing my district because I am a trusted member of the community and was asked to apply by several people in my sub-division. Being an former educator in the Omaha Public Schools has given me a lens to be able recognize and speak to educational initiatives that would have a positive impact on the Learning Community.

2. List any additional qualifications you feel would benefit the Achievement Sub Council and the Learning Community.

I am ready and willing to discuss this question in person during my interview with the Coordinating Council.

Jermaine D. Ballard, M.A.

3526 N. 124th Ave
Omaha, NE 68164

jdballard@mccneb.edu
402-850-9880

EXECUTIVE PROFILE – EDUCATION LEADERSHIP ADMINISTRATOR

Dynamic and visionary education leadership administrator with a multifaceted background spanning over 20 years in community organizing, youth development, and fostering collaborative relationships. Specializing in promoting diversity, inclusion, and college and career readiness through innovative strategies and effective communication.

EDUCATION

M.A. Education Administration - Specialize in Higher Education – University of Nebraska at Lincoln
Dec 2016

B.S. General Studies in Business Administration/ Management - University of Nebraska at Omaha
May 2006

PROFESSIONAL EXPERIENCE

Director- Youth Forward Program, Metropolitan Comm. College – Omaha, NE (2020 – Present)

- Lead all aspects of the Youth Forward Program, managing budget, staff, volunteers, interns, and students
- Spearhead recruitment, interviewing, and onboarding of Youth Forward Scholars
- Identify problems, analyzes root causes, and develops effective solutions and outcomes
- Develop, implement, monitor, and track student progress toward short- and long-term education and career goals
- Develop and implement educational curriculum focused on career pathways, including Metro Community College's inaugural Summer Scholars Bridge Program.
- Forge strategic partnerships with community organizations to enhance program reach and impact.
- Foster a culture of learning, collaboration, and safety within the program.

Student & Community Engagement Spec, Omaha Public Schools - Omaha NE (2017 to 2020)

- Provided leadership and support to Omaha Public Schools staff in implementing comprehensive family and community engagement initiatives.
- Supervised a team of 18 School Support Liaisons, overseeing engagement activities tailored for families and communities.
- Collaborated with district executives to develop strategies for enhancing student achievement, retention, and graduation rates.
- Facilitated the development of a re-entry plan for youth in the juvenile justice system seeking to continue their education.
- Coordinated district-wide programs in partnership with diverse stakeholders to promote community involvement and student success.

Academic & Career Advisor, University of Nebraska at Omaha – Omaha, NE (2013 to 2017)

- Advised undeclared students on general education courses and major/career exploration
- Facilitated resume building, mock interviews, internship searches, career exploration, and campus-wide event planning which plays a big role in UNO's overall successful internship fulfillment rates
- Developed collegiate curriculum for a College Career & Success Course which grew from 19 sections to 28 in the 4 years
- Instructed a 12-week hybrid on-line course intended to enhance first year students' potential for success in college and provide opportunity for academic and career exploration
- Helped build relationships with community partners and grow the list of UNO employer partners by 30%
- Executed campus and community wide presentations related to recruitment, retention, and graduation at UNO
- Planned and Executed workshops pertaining to Recruitment, Retention, and ACT Scores

U-YES Program Specialist, Urban League of Nebraska - Omaha, NE (2008 to 2012)

- Managed a caseload of 200+ high school and college students
- Supervised & Managed 5 Professional Staff (Certified Teachers, Counselors, and Interns)
- Developed curriculum and community-based service learning projects
- Mentored youth in the Omaha Public Schools' District providing goal setting, leadership & study skills, career exploration, and college prep skills, which led to higher graduation rates & enrollments in post-secondary education
- Generated over \$80,000 for Cultural College Tours through fundraising
- Facilitated & provided instruction through our credit recovery summer program at North High School

ACCOMPLISHMENTS

Founder, The Urban Leadership Symposium – Omaha, NE (2013 to Present)

- Initiated and established The Urban Leadership Symposium, a pioneering initiative aimed at fostering leadership development and community empowerment among 13-18-year-olds and young professionals.
- Conceived and organized the inaugural symposium to unite and empower youth and professionals in building resilient communities through leadership cultivation.
- Lead dynamic workshops tailored to educate, inspire, and motivate participants through impactful testimonies and practical guidance.
- Fostered collaborative partnerships with community leaders and local colleges/universities to expand symposium involvement and reach.
- Designed and delivered workshops covering essential leadership principles, personal image development, entrepreneurship, decision-making skills, and financial literacy.
- Significantly increased student engagement by an impressive 731%, growing participation from the initial 36 to a current count of 299 attendees.

Received 6-11-24
GR

WARREN R. WHITTED, JR.
1534 S. 90TH Street
Omaha, NE 68124
wwhitted@houghtonbradford.com
(402) 930-1014

June 11, 2024

Learning Community of Douglas and Sarpy Counties
1612 North 24th Street
Omaha, Nebraska 68110

Enclosed is my application to be considered for appointment as the Achievement Subcouncil 3 Representative to the Coordinating Council of the Learning Community.

My application and resume speak for themselves. Suffice it to say that my abiding interest in the education of ALL students and the careful allocation of limited resources to that end are the reasons for my application.

Yours very truly,



Warren R. Whitted, Jr.

WRW
Encs.

4868-5714-1191, v. 1



**ELECTED MEMBER VACANCY APPLICATION TO SERVE ON THE
ACHIEVEMENT SUBCOUNCILS OF
THE LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES**

Applicant must reside within the boundaries of the Achievement Subcouncil to which they are submitting their candidacy.

Name: Warren R. Whitted, Jr.		
Home Address: 1534 S. 90th Street, Omaha, NE 68124		
Home Phone: 402-392-0157	E-mail: wwitted@houghtonbradford.com	
Business: Houghton Bradford Whitted PC, LLO		
Business Address: 6457 Frances Street, Suite 100, Omaha, NE 68106		
Business Phone: 402-930-1014	Business E-mail: wwitted@houghtonbradford.com	
Please indicate which Achievement Subcouncil you reside in:		
<input type="radio"/> Achievement Subcouncil 1	<input checked="" type="radio"/> Achievement Subcouncil 3	<input type="radio"/> Achievement Subcouncil 5
<input type="radio"/> Achievement Subcouncil 2	<input type="radio"/> Achievement Subcouncil 4	<input type="radio"/> Achievement Subcouncil 6
Please indicate which School District you reside in:		
<input type="radio"/> Bellevue Public Schools	<input type="radio"/> Millard Public Schools	<input checked="" type="radio"/> Westside Community Schools
<input type="radio"/> Bennington Public Schools	<input type="radio"/> Omaha Public Schools	
<input type="radio"/> DC West Community Schools	<input type="radio"/> Papillion-La Vista School District	
<input type="radio"/> Elkhorn Public Schools	<input type="radio"/> Ralston Public Schools	
<input type="radio"/> Gretna Public Schools	<input type="radio"/> Springfield Platteview Community Schools	
Do you currently hold any public office? <input type="radio"/> Yes <input checked="" type="radio"/> No		
If "Yes," please list:		
Have you ever been convicted of a felony in this, or any, state? <input type="radio"/> Yes <input checked="" type="radio"/> No (Nebraska State Revised Statute 29-112)		
REQUIRED – Please attach a cover letter and your resume. List applicable education and/or experience:		
SEE ATTACHED		
How would your experience benefit the Achievement Subcouncil area you reside in and the Learning Community Coordinating Council?		

I am a former candidate for the District 66 School Board. As a parent in the District, I served in many volunteer positions, including forming the Warrior Athletic Club, the Westside Athletic Hall of Fame and the Westside School Athletic Awards Banquet. I have an abiding interest in education and am an advocate for all students, meeting them where they are in the education process. I believe proper allocation of limited resources will have a positive impact on Learning Community students.

List any additional qualifications you feel would benefit the Achievement Subcouncil and the Learning Community Coordinating Council:

I hereby certify I am qualified to hold the position for which this application is made. Furthermore, I hereby authorize the Learning Community of Douglas and Sarpy Counties to investigate the truthfulness of all of the information I have provided in this application. I understand that any misrepresentation or omission of information requested in this application is cause for disqualification. **Please Note:** Application materials may be subject to disclosure under the Nebraska Public Records Act.



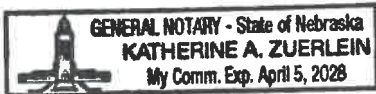
APPLICANT SIGNATURE

PLEASE NOTE: Application needs to be notarized.

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

On this 11th day of June, 2024, before me the undersigned, a Notary Public duly commissioned and qualified in and for the State of Nebraska, personally came, Warren R. Whitted, Jr., to me known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged the execution thereof to be his/her voluntary acts and deeds.

Witness my hand and notary seal the day and year last above written.




NOTARY PUBLIC, STATE OF NEBRASKA

Please return your application, cover letter and resume to the office of the Learning Community of Douglas and Sarpy Counties • 1612 North 24th Street • Omaha, NE 68110 • Office: 402.964.2405 • Fax: 402.964.2478

WARREN R. WHITTED, JR.
June 12, 2024

Houghton Bradford Whitted PC, LLO
6457 Frances Street, Suite 100
Omaha, NE 68106
Telephone 402-930-1014

Email
wwhitted@houghtonbradford.com

**DESCRIPTION OF CURRENT
PRACTICE**

I practice in a firm of 8 lawyers, I handle all major real estate matters for the firm. This includes real estate acquisitions, financing, representation of lenders, lien enforcement, work outs, eminent domain and related matters.

Representative significant engagements have included:

2003-2008, represented Government Properties Trust, a publicly held real estate investment trust, engaged in the acquisition of commercial buildings for lease to federal and state government agencies. Properties were acquired with cash generated through a public offering. Post acquisition I handled all aspects of financing the acquisition representing the owner/borrower. The financing included single property financing, securitized financing, mezzanine financing, and so forth. I was also responsible for the issuance of non-consolidation opinions for the SPE purchaser/borrower. This work also included all purchaser/borrower related issues relative to survey and all title work, leasing issues and related matters. The engagement involved approximately 25 properties located throughout the country with total purchase value in excess of \$600 million. This engagement also included all legal work required with relationship to the disposition of the real estate and the transfer of the real estate in connection with the acquisition of the portfolio by third persons.

Represented Hearthstone Homes, Inc., a residential home builder in Omaha, Nebraska, relative to all real estate and financing matters and in an effort to restructure the operations to avoid bankruptcy.

Represented individual investor in major ethanol projects, including all real estate and financing aspects of the failure of the ethanol plant.

DESCRIPTION OF CURRENT PRACTICE (continued)

2009-2013, handled all legal aspects relative to conversion of residential apartment projects in Council Bluffs, Iowa, from standard apartment structure to cooperative association structure, allowing reclassification for real property tax purposes.

2011-2012, represented owner of multiple multi-family properties through Chapter 11, assisting in sale and refinancing, resulting in payment in full of all investors.

2012, represented family farm corporation owning farm land with a value in excess of \$11 million through a division of assets and transfer of real property to allow continued operation and satisfaction of dissenting owners.

EDUCATIONAL BACKGROUND

Juris Doctorate, 1974, Creighton University College of Law, Omaha, Nebraska.

Bachelors of Arts, with Honors in Political Science, 1971, Drake University, Des Moines, Iowa.

1967, Westside High School, Omaha, Nebraska.

Extra-Curricular Activities:

1967-1971, Drake University Scholarship Track Athlete.

1971, All American, Distance Medley Relay.

1967-1971, Four time, Missouri Valley Conference Track & Field Champion in the 880 and mile runs.

BAR MEMBERSHIPS AND DATES

1974-Present, Nebraska State Bar Association.

1974-Present, United State District Court For the District of Nebraska.

1975-Present, Eighth Circuit Court of Appeals.

EMPLOYMENT HISTORY

1988–Present, Shareholder, Lieben, Whitted, Houghton, Cavanagh & Slowiaczek, P.C., L.L.O.; Prior firm name: Lieben, Dahlk, Whitted, Houghton & Jahn, P.C., L.L.O.

1974–1988, Associate/Partner, Fitzgerald, Brown, Leahy, McGill & Strom; Prior firm names: Fitzgerald, Brown, Leahy, Strom, Schorr & Barmettler; and Fitzgerald Schorr, Barmettler & Brennan.

SPEAKING ENGAGEMENTS

2012, Omaha Bar Association Law Day, “No Justice, No Courts, No Freedom.”

2012, University of Nebraska Lincoln, Speech to the Law School Graduation Class.

2012, Nebraska Supreme Court Speech to New Bar Admittees.

2012, National Business Institute, Construction Lien Law.

1998, NCLE, Inc., “Partners in Planning: Educating Lawyers to Better Help People” Nebraska CLE Program.

LEGAL PUBLICATIONS

2002, *The Nebraska Lawyer*, Article, “A Phone in the Palm of Your Hand and Other Musings.”

2000, *The Nebraska Lawyer*, Article, “Techno-Gadgets 2000.”

1998, *The Nebraska Lawyer*, Article, “Neat Gadget: Personal Digital Assistants (PDAs)”

BAR ACTIVITIES

2012–2013, Past President, Nebraska State Bar Association.

2011–2012, President, Nebraska State Bar Association.

2010–2011, President-Elect, Nebraska State Bar Association.

2009–2010, President-Elect Designate, Nebraska State Bar Association.

Current Member, Legislative Committee, Nebraska State

**BAR ACTIVITIES
(continued)**

Bar Association.

1980-Present, Member, Real Estate, Probate and Trust Law Section, Nebraska State Bar Association.

2013, Member, House of Delegates, Nebraska State Bar Association.

2009-2013, Ex-officio Member, House of Delegates, Nebraska State Bar Association.

2020-Present Member of the House of Delegates of the Nebraska State Bar Association

2006-2009, Vice Chair and Board Member, Nebraska Commission for the Unauthorized Practice of Law, Nebraska State Bar Association.

1993-2006, Member, Ad Hoc Committee on the Unauthorized Practice of Law, Nebraska State Bar Association.

2003-2005, 2009, Chair, Annual Meeting Committee, Nebraska State Bar Association.

1998-2008, Member, 2006-2008, Chair, Budget and Planning Committee, Nebraska State Bar Association.

2003-2005, Chair, Nebraska Continuing Education Section, Nebraska State Bar Association.

2001-Present, Fellow, Nebraska State Bar Foundation.

2009-2012, Ex-officio Member, Board of Directors, Nebraska State Bar Foundation.

1974-Present, Member, American Bar Association.

Current Member, Real Estate, Probate and Trust Law Section, American Bar Association.

2009-2012, Member, National Association of Bar Presidents.

2010-2011, President, Nebraska Lawyers Foundation.

2003-2006, Nebraska Supreme Court Technology

Committee.

1992-2002, Board Member, 2001, President, Nebraska Continuing Legal Education, Inc.

PROFESSIONAL RATINGS

Martindale Hubbell – AV.

COMMUNITY SERVICE AND PRO BONO ACTIVITIES

See Bar activities above.

Work with the Nebraska State Bar Association Volunteer Lawyers Project providing pro bono services.

OTHER MEMBERSHIPS

1982-Present, Member and Past-President, Nebraska Golf Association.

2003-Present, Member, Amateur Public Links Committee, United States Golf Association.

Current Member, 2002-2003 President, Rotary Club of Omaha West.

1985-1986, President, Hastings Area Rotary Club.

1986-1987, Chairman of the Board, Hastings, Nebraska Area Chamber of Commerce.

1985-1987, Member Board of Directors, Educational Service Unit No. 9, Hastings, Nebraska.

1982-1987, President, Hastings Catholic School Board

1985, President, Hastings United Way.

1984, Chairman, Hastings United Way Campaign.

HONORS

2010 Double D Award by Drake University. Highest honor Drake University bestows on student athlete, letter-winners for achievement in their chosen fields of endeavor and/or community service since leaving Drake University.

PERSONAL

Born Omaha, Nebraska, December 7, 1948.

United States Golf Rules Official.

Track & Field Official, United States Track & Field Association.

Avid Golfer.

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