

Learning Community Coordinating Council Meeting Agenda

November 21, 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 November meeting of the Learning Community Coordinating Council is called to order on November 21, 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 November 15, 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:** Are there any public comments?

III. **Reports:**

- a. Chair Report: Welcome special guests.
- b. CEO Report: State of the Learning Community Address
- c. Treasurer Report:
- d. Legal Counsel:
- e. Foundation: Nominations to the Foundation Board
 - i. Ken Bird
 - ii. Tim Clark

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 October 17, 2024, meeting of the Council.**

IV. **Motion: To approve the consent agenda as presented.**

First: _____ Second: _____

Discussion: _____

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

VI. **Subcommittee Reports:**

a. Elementary, Learning, and Diversity (ELD) subcommittee:

1. **Achievement Subcouncil #3 Recommends a Motion:** Authorizing the CEO to enter into ELC programming agreements with Westside Community Schools, District Initiatives 2.0 – Instructional Coaching/Intervention Staff for FY25-29 for \$259,993.73 per school year.
2. **Achievement Subcouncil #6 Recommends a Motion:** Authorizing the CEO to enter into ELC programming agreements with Springfield Platteview, District Initiatives 2.0 – Family Engagement/Attendance Intervention for FY25-29 for \$100,000 per school year.
3. **ELD Recommends a Motion:** To authorize the CEO to enter the ELC into a programming agreement with the Bellevue Public Schools for the District Initiatives 2.0 Early Childhood Project for FY25-29 and not to exceed \$327,510.63 per school year.
4. **ELD Recommends a Motion:** To authorize the CEO to enter the ELC into a programming agreement with the Omaha Public Schools for the District Initiatives 2.0 Extended Learning & Early Literacy Intervention for FY25-29 and not to exceed \$350,000 per school year.
5. **ELD Recommends a Motion:** To authorize the CEO to enter the ELC into a programming agreement with the Papillion La Vista Community Schools for the District Initiatives 2.0 Early Literacy Project for FY25-29 and not to exceed \$389,412.08 per school year.
6. **ELD Recommends a Motion:** To authorize the CEO to enter the ELC into a programming agreement with Bennington Public Schools for the District Initiatives 2.0 Instructional Coaching/Intervention Staff, for FY25-29 and not to exceed \$100,000 per school year.
7. **ELD Recommends a Motion:** To authorize the CEO to enter the ELC into a programming agreement with DC West Community Schools for the District

Initiatives 2.0 Early Childhood Education, for FY25-29 and not to exceed \$100,000 per school year.

8. **ELD Recommends a Motion:** To authorize the CEO to enter the ELC into a programming agreement with Elkhorn Public Schools for the District Initiatives 2.0 Early Literacy Intervention for FY25-29 not to exceed \$136,275.50 per school year.

Motion: To approve the motions as presented by the ELD subcommittee.

First: _____ Second: _____

Discussion: _____

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

b. Budget, Finance, and Audit subcommittee:

c. Legislative subcommittee:

d. Administration and Personnel subcommittee:

VII. **Programming Update:**

a. District Initiatives

VIII. **New Business:**

a. MMI Presentation

b. Interview Candidates for Appointment to the Subcouncil 1 Vacancy.

i. David Preston, Jr.

ii. Octavia Dunkin

Action Item: Vote by written ballot to determine recommended finalists.

Action Item: Motion to nominate one or more candidates as a finalist (up to 3) for the Subcouncil 1 vacancy (including any candidate who receives a majority of the votes). If needed.

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

Action Item: Appoint one finalist to the Subcouncil 1 candidate vacancy.

Oath of Office

Adjournment: Meeting adjourned at: _____

**BYLAWS OF
THE LEARNING COMMUNITY FOUNDATION OF DOUGLAS AND SARPY COUNTIES**

**ARTICLE I
OFFICES**

The principal office of the Corporation in the State of Nebraska shall be located in the City of Omaha, County of Douglas. The Corporation may have such other offices, either within or without the State of Nebraska, as the Board of Directors may determine or the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Nebraska a registered office, and a registered agent whose office is identical with such registered office, as required by the Nonprofit Corporation Act of the State of Nebraska. The registered office may be, but need not be, identical with the principal office in the State of Nebraska, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II
MEMBERSHIP**

The Corporation shall have no members.

**ARTICLE III
PURPOSES**

The Corporation is organized, and shall be operated, on a not-for-profit basis and shall be operated exclusively for charitable or educational purposes. Specifically, the Corporation shall conduct or support activities for the benefit of or to carry out the purposes of the Learning Community of Douglas and Sarpy Counties, a political subdivision of the State of Nebraska ("the Learning Community"), so long as the Learning Community remains a qualified organization. The Learning Community shall be a "qualified organization" for the purposes of these Bylaws only if it meets the requirements of Section 501(c)(3) and Sections 509(a)(1) or 509(a)(2) of the Internal Revenue Code ("the Code").

The Corporation shall at all times be operated, supervised or controlled by the Learning Community; provided, however, that if the Learning Community ceases to be a qualified organization, the Corporation shall be operated exclusively for the benefit of or to carry out the purposes of one or more qualified organizations as described in Section 509(a)(1) or 509(a)(2) of the Code as shall be selected by the Board of Directors.

For purposes of clarification and the avoidance of any doubt, the Corporation shall have no authority to bind the Learning Community with respect to any agreement, action or other matter, and shall have no authority over assets of the Learning Community, all of which shall remain within the sole purview and authority of the Learning Community Coordinating Council.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors. The Directors need not be residents of the State of Nebraska. Subject to the limitations of the Articles of Incorporation of the Corporation, these Bylaws, and the laws of

the State of Nebraska, the Directors are vested with all of the powers now or hereafter conferred by law.

Section 2. Number. The total number of Directors shall be not less than five (5) nor more than twenty-five (25), divided into three classes, as follows:

(a) Public Directors. The Public Director Class shall consist of that number of directors which at all times exceeds the number of Other Directors by at least one (1), as appointed pursuant to the provisions of Section 3 of this Article (the "Public Directors"). In no event shall a "disqualified person" as defined in these Bylaws be appointed to serve as a Public Director.

(b) Other Directors. The Other Director Class shall consist of such number of directors as may be appointed from time to time pursuant to the provisions of Section 4 of this Article (the "Other Directors"); provided, however, the number of Other Directors shall at all times be at least one (1) less than the number of Public Directors.

(c) Ex Officio Directors. The Ex Officio Class shall consist of (i) the then-serving Chair of the Learning Community or another member of the Learning Community Coordinating Council designated by the Chair to serve in his/her place, who shall at all times serve as an ex officio voting member of the Board of Directors, and (ii) the then-serving Chief Executive Officer of the Learning Community, who shall at all times serve as an ex officio nonvoting member of the Board of Directors.

Section 3. Public Directors. The Learning Community shall be entitled to appoint anywhere from three (3) to twenty-three (23) Public Directors, as determined by the Learning Community from time to time, so long as the total number of Public Directors is always at least one (1) more than the total number of Other Directors. The persons so designated shall be certified to an officer of the Corporation by an officer of the Learning Community. Subject to the provisions of this Article IV, the Learning Community may designate, from time to time, any person to fill any vacancy in the role of Public Directors, by written instrument, executed by an officer of the Learning Community and delivered to an officer of the Corporation. When so designated, such successor Public Director shall, upon accepting the duties of said office, serve immediately by appointment without further action of the Board of Directors.

Section 4. Other Directors. Other Directors may be appointed from time to time by the majority vote of the then-current Directors (*i.e.*, including any then-current Public Directors or Other Directors). The number of Other Directors may be anywhere from zero (0) to eleven (11) as designated by the Board of Directors, from time to time, so long as the total number of Other Directors is always at least one (1) less than the total number of Public Directors.

Section 5. Term of Office. Except as provided pursuant to the remaining provisions of this Section, each Director shall serve for a period of three (3) years following his or her appointment, or until his or her successor is duly elected, or if earlier, until his or her resignation or removal as provided in this ARTICLE IV or his or her death or incapacity. The foregoing notwithstanding, it is anticipated that the terms of the initial Directors shall be staggered so that an approximately equal number of Directors have their terms expire each year. Accordingly, the Learning Community (*i.e.*, with respect to any Public Director) and the then-current Board shall have the discretion to appoint new directors for a shorter term than three (3) years to the extent necessary to ensure an approximately equal number of staggered terms. There shall be no limit on the number of consecutive terms that may be served by any Director.

Section 6. Resignation. A Director may resign at any time by giving written notice to the Secretary of the Corporation, who shall advise the Board of Directors of any such resignation. Such resignation shall take effect at the time specified therein or, if no time is specified, then upon receipt of the resignation by the Secretary of the Corporation, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 7. Removal. An individual Director may be removed from office, with or without cause, at any time, by a vote of two thirds (2/3) of the Directors then in office. In addition, a Public Director may be removed from office, with or without cause, at any time by a vote of two-thirds (2/3) of the then-current members of the Coordinating Council of the Learning Community.

Section 8. Vacancies. A vacancy or vacancies in the Public Directors occurring for any reason, including an increase in the number of such Public Directors, may be filled pursuant to the provisions of Section 3 of this Article. A vacancy or vacancies in the Other Directors occurring for any reason, including an increase in the number of such Other Directors, may be filled pursuant to the provisions of Section 4 of this Article. Each Director so appointed or elected shall hold office for the remaining term of the Director so succeeded or until such Director resigns or is removed as provided in this Article IV or until his or her death or incapacity.

Section 9. No Control by Disqualified Persons. At no time shall the Board of Directors be constituted so as to be controlled directly or indirectly by one or more "disqualified persons" with respect to the Corporation (as defined in Section 4946 of the Code) other than "foundation managers" as defined by the Code and other than one or more organizations described in Sections 509(a)(1) or 509(a)(2) of the Code.

Section 10. Limitations on Powers. Anything in the Articles of Incorporation, these Bylaws or any resolutions, policies and procedures adopted by the Board of Directors to the contrary notwithstanding, neither the Board of Directors nor any committee established thereby shall have or exercise any power that jeopardizes the status of the Corporation as an entity exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Code. To the extent any such provision could be interpreted as granting to the Board of Directors or any committee any power that invalidates or otherwise jeopardizes the status of the Corporation as an entity exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Code, such provision shall be deemed void, and these Bylaws shall be construed so as to preclude any such interpretation.

Section 11. Action by Learning Community. Except as provided pursuant to the provisions of Section 7 of this Article, any action of the Learning Community which may be undertaken pursuant to the provisions of these Bylaws shall be taken upon approval of such action by a majority of the then-current members of the Coordinating Council of the Learning Community at any regular or special meeting thereof.

ARTICLE V MEETINGS OF BOARD OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors of the Corporation shall be held at such time and place as the Board of Directors may designate, or in the absence of designation by the Board, as the President shall designate. An annual meeting

of the Board of Directors shall be held during the first quarter of each calendar year. The Board may provide by resolution the time and place for the holding of the annual or other regular meetings of the Board without other notice than such resolution.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for holding any special meeting of the Board of Directors called by them.

Section 3. Telephone or Electronic Meetings. Any regular or special meeting of the Board or any committee, as the case may be, may be held by means of conference telephone or similar communication equipment, by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute attendance and presence in person at the meeting of the member or members participating.

Section 4. Notices. Other than as provided in Section 1, regular meetings of the Board of Directors and committees may be held without notice of the date, time, place, or purpose of the meeting. Notice of special meetings providing the date, time and place of the meeting shall be communicated to each Director or committee member, as the case may be, at his or her last known address by such means authorized from time to time by the Nonprofit Corporation Act of the State of Nebraska, as determined by the person calling such meeting, at least two (2) days prior to the date of holding these meetings. Neither the business to be transacted nor the purpose of any regular or special meeting of the Board of Directors or committee, as the case may be, need be specified in the notice unless specifically required by law or by these Bylaws or unless such meeting is to remove a Director. In such case, the notice shall specify removal as one purpose of the meeting and precede the meeting by at least seven (7) days. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Quorum. A majority of the Board of Directors entitled to vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 6. Manner of Acting. The act of a majority of the Directors entitled to vote and who are present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

Section 7. Informal Action by Directors. Any action required by law to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 8. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall

forward such dissent by registered or certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 9. Committees. The Board of Directors, may by resolution, appoint one or more advisory committees, which must consist of at least one (1) Public Director, but which may have Directors (regardless of class) and non-Directors appointed thereto. Such advisory committee shall not have the power to act on behalf of the Board of Directors, but shall fulfill the purposes for which they were formed and report their findings to the Board of Directors.

ARTICLE VI OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of which shall manage the day-to-day operations of the Corporation (*i.e.*, investment and overall financial management of the Corporation's assets, identify qualified recipients of the Corporation's assets, make distributions to qualified recipients, comply with necessary tax reporting and accounting matters, etc). Such other officers as may be deemed necessary may be elected in accordance with the provisions of this Article VI. Any two or more of said offices may be held by the same person. Such other officers, assistant officers, and acting officers as may be deemed necessary may be elected or appointed by the Board of Directors, such officers to have authority to perform the duties prescribed, from time to time, by the Board of Directors.

Section 2. Election. The officers of the Corporation shall be chosen annually by the Board of Directors, and each shall hold his or her office until his or her successor shall have been duly elected and qualified, or until his or her death, resignation, or removal.

Section 3. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if no time is specified, then upon receipt of the resignation by the Secretary or the Board of Directors as the case may be, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Any officer may be removed from office by the actions of the Board of Directors, whenever in its judgment the best interests of the Corporation will be served thereby.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. President. The President shall in general supervise and control all of the business and affairs of the Corporation. The President may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Corporation; and in general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 7. Vice President. In the absence or disability of the President, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions imposed upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 8. Treasurer. If required by the Board of Directors, the Treasurer shall give bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for all securities and monies due and payable to the Corporation from any source whatsoever, deposit all such monies in the name of the Corporation in such banks, trust companies, or in other depositories as shall be selected in accordance with the provisions of these Bylaws, and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors.

Section 9. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be the custodian of the corporate records of the Corporation, keep a register of the post office address of each Director of the Board which shall be furnished to the Secretary by such Director, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

ARTICLE VII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President of the Corporation.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

**ARTICLE VIII
BOOKS AND RECORDS**

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any member of the Board of Directors, or his agent or attorney, for any proper purpose at any reasonable time.

**ARTICLE IX
FISCAL YEAR**

The fiscal year of the Corporation shall begin on the 1st day of January and end on the last day of December of each year.

**ARTICLE X
SEAL**

Unless otherwise provided by the Board of Directors, the Corporation shall have no seal.

**ARTICLE XI
WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the Nonprofit Corporation Act of the State of Nebraska or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XII
INDEMNIFICATION OF DIRECTORS**

To the extent permitted by law, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation against expenses, including attorney fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

To the extent permitted by law, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture or other enterprise or as a trustee, officer, employee or agent of an employee benefit plan, against expenses, including attorney fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or

suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation.

To the extent permitted by law, the Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation against any liability asserted against him or her and incurred in such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

The indemnity provided for by this Article XII shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article XII be deemed to prohibit the Corporation from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provision in the Bylaws.

ARTICLE XIII TERM OF EXISTENCE

The Corporation has perpetual existence unless dissolved by the Board of Directors.

ARTICLE XIV SHARING IN CORPORATE EARNINGS

No Director, officer, or employee of or member of a committee of or person connected with the Corporation, or any other private individual shall receive any of the net earnings or pecuniary profit from the operations of the Corporation, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation. Directors shall not receive any compensation for their services as a Director, but, by resolution of the Board of Directors may be reimbursed for any reasonable expenses incurred in connection with activities performed on behalf of the Corporation. The foregoing provisions of this Article shall not prevent the payment of reasonable compensation to (i) any Director for services rendered in any capacity other than as a Director, or (ii) any other person for services rendered to or for the Corporation, in effecting any of its purposes as shall be fixed by the Board of Directors.

ARTICLE XV PROHIBITED TRANSACTIONS

The Corporation shall not accept any gift or contribution from (i) a person, other than an organization described in Section 509(a)(1), 509(a)(2) or 509(a)(4), who directly or indirectly controls, either alone or together with persons described in clauses (ii) and (iii) of this paragraph, the governing body of the Corporation; (ii) a member of the family (determined under the provisions of Section 4958(f)(4) of the Code) of an individual described in clause (i); or (iii) a 35% controlled entity (as defined in Section 4958(f)(3) of the Code by substituting "persons described in clause (i) or (ii) of Section 509(f)(2)(B)" for "persons described in subparagraph (A) or (B) of paragraph (1)" in Section 4958(f)(3)(A)(i) of the Code).

The Corporation shall make no grant, loan, compensation or other similar payment to a substantial contributor or persons related to (i) a substantial contributor (as defined in Section 4958(c)(3)(C) of the Code) to the Corporation; (ii) a member of the family (determined under the provisions of Section 4958(f)(4) of the Code) of a substantial contributor; or (iii) a 35% controlled

entity (as defined in Section 4958(f)(3) of the Code by substituting "persons described in clause (i) or (ii) of Section 509(f)(2)(B)" for "persons described in subparagraph (A) or (B) of paragraph (1)" in Section 4958(f)(3)(A)(i) of the Code.)

The Corporation shall make no loans to a disqualified person (as defined in Section 4958(f)(1) of the Code), other than an organization described in Section 509(a)(1), 509(a)(2) or 509(a)(4) or the Corporation.

The Corporation shall not undertake any action that would cause the Corporation to fail to qualify as a Supporting Organization within the meaning of Section 509(a)(3) of the Code.

ARTICLE XVI AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board of Directors at any regular meeting or at any special meeting, if at least two days' written notice is given to all Directors of intention to alter, amend, or repeal or to adopt new Bylaws at such meeting; provided, however, that any such alteration, amendment or repeal that in any way affects the roles or responsibilities of the Learning Community as outlined herein shall require approval of the Learning Community before such alteration, amendment or repeal becomes effective.

The undersigned Secretary hereby certifies that the foregoing Bylaws were adopted by the Board of Directors on the 29 day of April, 2019.



David Patton, CEO

Learning Community Coordinating Council
Meeting Minutes
October 17, 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 September meeting of the Learning Community Coordinating Council is called to order on October 17, 2024, at 6 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 October 11, 2024, and on the Learning Community Website.
- d. **Council Roll Call:** Present: Johnson, Shelton, Whitted, Hoeger, Rodriguez, Ward, Brady, Hall
Excused: Brock, Hahn Quorum: Yes
- e. **Pledge of Allegiance:** Please stand and face the flag for the Pledge of Allegiance.

II. **Public Comment:** Are there any public comments? There were no comments

III. **Reports:**

- a. **Chair Report:** Very pleased with the progress of this institution. South Center with OneWorld is holding fundraising. Lots of exciting things happen. We have super partners. We only have one meeting left in the year. We will have a special meeting on January 9 to swear in new council members and to vote for our leadership.
- b. **CEO Report:** We have done a very good job with the North Center and the accomplishments they have grown from 55 families to over 300 families. We do have a problem in hiring staff as we have a statute that limits us to 10% for salaries. We are working on getting this changed. He will be talking with senators to encourage them to attend. We have attended the CORE conference where co-chair Shelton led a breakout session. He is taking Spanish lessons. Last week we hosted a symposium on busing. The Omaha community never had an opportunity to speak on the busing issue for the community. NASB hosted a membership meeting that several attended and found a lot of opportunities for Council members to

attend and great prizes. We will have training for Council members starting in January.

Caden with the NASB spoke about the annual meeting in the CHI Health Center. He invited people to attend. He spoke to the Strategic Plan. Interviews' have occurred and surveys have gone out and received responses. He is looking forward to training the Council in January. The Strategic Plan is broken down into eight sections. They will have an interim plan. Hope is to have the full plan in January and will work with the Council for at least three months.

When Gerald first came in he discovered that an Employee Handbook needed work. LaToya spoke to the old handbook had more words than needed. It felt like a legal bible. We rewrote the handbook and added a policy on driving our vehicles. It is now readable and helps the staff to read and understand what we require.

As CEO he attended a very important round table with others to discuss the tax levy authority. He believes that 2025 will be trying times and we have a target on our back. He plans on working with our council members to meet with him and senators.

Lastly, he would like to recognize several council members for the time they have served on the Council and their terms are expiring.

- c. Treasurer Report: BF&A has two items on the consent agenda explaining the motions on the consent agenda. One is about a policy for contracts and billing us properly. We also will be doing audits of vendor invoices for contracting services. Our Finance Director picked up on the fact that we have not done this in the past. The second item on the consent agenda is that our bank accounts are to be divided from one account into three separate sweep accounts. This would be the General Fund, ELC, and Capital Projects. Currently, he is pulling balances manually, and with the new sweep accounts he can see the balances live. We also do not have a current investment policy that he is working on.
- d. Legal Counsel: John Dunn filled in for Margaret. Nothing to report.
- e. Foundation: We are working on recharging the Foundation. In the past, we have had a general miscommunication between the Foundation and the Council. The Foundation was formed as a support organization that comingled with the Council.

Whereas, a number of members of the Foundation Board have recently resigned leaving only one standing board member, Bryan Wilson and

Whereas, the Foundation By-laws call for a minimum of 5 board members, and

Whereas the Foundation By-laws call for the Chair of the Council or designate to serve as an Ex-Officio voting member, Mark Hoeger will serve, and the CEO will be an Ex-Officio non-voting member, Gerald Kuhn will serve.

Therefore, a motion to accept the resignations of Lorraine Chang and Carole Hahn from the

Foundation Board and to approve the appointment of Ken Bird and Tim Clark as Foundation Board members.

First: Hoeger Second: Shelton

Discussion: This is to stabilize the Foundation and to get things organized. Whitted mentioned that he had not heard of this before this meeting. This has not been discussed in any committee. **Whitted moves to amend the motion to table this at a future meeting.** Hoeger said he is submitting this motion to be compliant. Shelton asked for the criteria for finding board members on the Foundation. At this point, we are unsure but the current people suggested to be on the board will help the Foundation to enlarge.

Moved to vote: on the motion to amend the motion to table this at a future meeting. Yes: Johnson, Shelton, Whitted, Ward, Brady, Hall No: Hoeger, Rodriguez. Motion passed.

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 September 19, 2024, meeting of the Council.**
- b. **BF&A Committee Recommends a Motion:** To approve the new Billing and Audit Procedure and that the wording be added to any new contracts.
- c. **BF&A Committee Recommends a Motion:** To allow the Finance Director to divide the current bank accounts from comingled funds into 3 separate insured Cash Sweeps (ICS) accounts.
- d. **Legislative Committee Recommends a Motion:** To approve the CEO to go into contract negotiations with Jensen Rogert for continuing services.
- e. **Legislative Committee Recommends a Motion:** To revise Section 2.2 of the Learning Community of Douglas & Sarpy Counties Policy & Procedures Manual: Section 2.2.1 language to say: The Coordinating Council shall have **five (5)** standing subcommittees: Budget, Finance & Audit (BF&A); Elementary Learning and Diversity (ELD); Legislation & Policy (LP); **Administration and Personnel**; and Executive Committee. Section 2.2.4a to read “The BF&A, ELD, LP, **Administration and Personnel** committees shall each be composed of not more than six (6) council members, one from each subcouncil district.” To revise section 2.3.4.a, to separate the duties of the Administration and Personnel subcommittee from the Executive Committee. (see redlined document).
- f. **Subcouncil 3 Recommends a Motion:** Authorizing the CEO to enter ELC programming agreements with Ralston Public Schools District Initiatives 2.0 for \$221,146.27 – Extended Learning.

V. **Motion: To approve the consent agenda as presented.**

First: Whitted, Jr Second: Rodriguez

Discussion: No discussion

Moved to vote: Yes: Johnson, Shelton, Whitted, Hoeger, Rodriguez, Ward, Brady, Hall No: N/A

Motion passed

VI. Subcommittee Reports:

- a. Elementary, Learning, and Diversity (ELD) subcommittee: Had a data walk and they presented great information and the posters are fantastic.
- b. Budget, Finance, and Audit subcommittee: No report
- c. Legislative subcommittee: No report
- d. Administration and Personnel subcommittee:

Motion: To approve the new Learning Community Handbook as presented.

First: Shelton Second: _Rodriguez

Discussion: _Has this been approved through legal? No, but we put it in plain English. Ward asked that we don't use so much ink on colored pages.

Moved to vote: Yes: Johnson, Shelton, Whitted, Hoeger, Rodriguez, Ward, Brady, Hall No: N/A. Motion passed_

VII. Programming Update:

- a. Centers Updates – Lopez gave updates on both centers. South Center took 7 busloads to the Kiewit Luminarium and Kiewit gave over 100 free memberships. Also, had the first Spanish cohort of the Rooted in Relationships. They celebrated their first graduation on Sept 28. This cohort started in 2021. North Center has been hiring and we received a grant to purchase new furniture for the classrooms and outdoor space. Kids love everything. Twice a month have a family activity.

Ward asked this council to expand the South Center to serve those who speak something besides Spanish. Feels that One World bypasses her district's concerns. In recruiting efforts for the South Center do we reach out to those that speak other languages? In the latest survey, 94% spoke Spanish. ESL is one of the largest programs where we only teach in English. There are efforts for growth. We are working on aligning with the refugee community. Rodriguez when she spoke with families that ½ of the schools recommended them and ½ were recommendations from current families. We need to find out how to reach out to other languages.

- b. District Initiatives – Only two districts have not completed the DI 2.0 programs. Springfield Platteview needs Social Workers.

VIII. New Business:

- a. Strategic Planning Process/NASB – Discussion – Gave earlier in the meeting.
- b. Avenue Scholars has worked on the branding and will give a report in January. The partnership has rolled out on social media.
- c. Millard Public Schools was rolling out their plan at the school board meeting and the news heard about the excitement and they have asked Nayeli to give an interview.
- d. One World has offered to give flu shots to the staff. Thursday from 2-4 p.m.

Adjournment: Meeting adjourned at: 7:32 p.m.

Next Meeting – November 21, 2024, at 6 p.m. – Learning Community Center of North Omaha, 1612 North 24th Street, Omaha, NE 68110

***Executive/Closed Session:** If, during the meeting, a discussion of any item on the agenda should be held in a closed meeting, the council will conduct a closed meeting per 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	November 21, 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 September 19, 2024, Coordinating Council Meeting
- CEO Report
- Financial Report
- LCCNO & LCCSO Center Reports
- LCDS Policy & Procedures Manual -red line version
- Mission/Vision Review

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (“Agreement”) is entered into as of September 1, 2024 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”), and **School District No. 66 of Douglas County, aka Westside 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, 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;

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; and

WHEREAS, District is willing to offer elementary learning programming in partnership with Learning Community.

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. 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.

c. 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 its Associate Superintendent of Educational Services, and on behalf of Learning Community by its Executive Director (“ELC ED”).

2. Performance Period.

a. The initial term of this Agreement shall be for a period of three (3) years 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, or as otherwise set forth herein, this Agreement shall automatically renew for an additional two (2)-year term 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.

3. 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.

4. 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 Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The Learning Community's Executive Director, Elementary Learning Centers ("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.

5. 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.

6. Program Funding.

a. With respect to services to be provided during the Initial Term, Learning Community shall provide District with funding for the services performed and costs incurred, whether by District or by a third party contracted by District, related to the Program in a total amount(s) identified on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Program ("Program Amount"). The Program Amount shall be funded in monthly installments over the course of the Initial Term and paid in arrears pursuant to statements submitted to the Learning Community for costs incurred and services rendered by District during the previous calendar month, which shall be itemized and include the budgeted category for each item (as appropriate). Such statements shall be provided to the Learning Community on or before the tenth (10th) calendar day of the month following the month to which such statement applies. Upon the written request of Learning Community, District shall provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements within fifteen (15) days of request. The Learning Community has the sole discretion to approve an expense or request a refund of an impermissible expense based on submitted documentation. District has the right to request a reconsideration of a disallowed expense through the Learning Community's CEO. The Learning Community shall make payments pursuant to approved statements/invoices within thirty (30) days of The Learning Community's receipt of such approved statements/invoices. The Learning Community will reconcile

all statements/invoices for contracted services for the Program to an already approved budget by expense category. The Learning Community will complete a randomized audit of no less than 10% of each category per year. Depending on the expense, this could occur at one time. If an audit uncovers Program Amounts paid to District are deemed to be inappropriate, the Learning Community can request such Program Amounts be returned to the Learning Community within ninety (90) days of such request. The Learning Community can charge interest on such Program Amounts at a rate of the lesser of 5% per year or the highest rate allowed by applicable law, at the discretion of the Learning Community. Such interest can be charged if such Program Amounts are not returned within such ninety (90) day period. The interest charge begins on the day of the fund return request.

b. If, upon completion of a fiscal year of the Term, or termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month of the applicable fiscal year during which services were performed for the Program, Learning Community has, after application of all payments made pursuant to Section 6.a, made payments to District which exceed the total amount due and owing to District in accordance with Exhibit A for a given fiscal year, District shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred for such fiscal year. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that District does not incur expenses during a given fiscal year of the Term for the Program equaling the Program Amount approved for such fiscal year, as applicable, any unused Program Amount not used by District for such fiscal year will not carry over to any subsequent fiscal year during the Term.

c. The amount(s) to be paid by Learning Community as provided under Sections 6.a and 6.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 6.a and 6.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 10 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 the District, Learning Community will pay to District within thirty (30) days of submission by the District to the 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.

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

7. Reporting.

a. During the Term of this Agreement, District shall prepare and submit to the Learning Community information regarding Program activity, including the following: (i) for each fiscal year during the Term, an evaluation plan approved by Learning Community in agreement with District and the Evaluator (as defined below), to be attached hereto as part of Exhibit A once agreed upon; (ii) a report each semester that describe at an aggregate level, the number of students served, the services provided and the outcomes achieved by the Program; and (iii) other reports as requested by Learning Community, and agreed upon between District and Learning Community. District agrees to meet yearly with Learning Community to review the evaluation plan to ensure it is on track.

All reports required pursuant to this Section shall be submitted to the Executive Director of the Learning Community within thirty (30) days after the last day of the fiscal quarter for which such report is required.

At the request of the Learning Community, at least once a semester during the Term, District shall prepare a semester report on the Program results and learnings from such semester, and make a live presentation of such Program results and learnings to the full Learning Community council.

b. Within 60 days of the termination of the Program or expiration of the Initial Term, whichever occurs first, and within 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.

c. Within 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. Said Report shall be submitted to the ELC ED.

8. 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 8.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than 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. Learning Community has the right to withhold payments under this Agreement until such insurance requirements are satisfied to the reasonable satisfaction of Learning Community. 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 the 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 the 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.

9. 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

10. 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.

11. 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. For the avoidance of doubt, in the event of the termination of this Agreement by

Learning Community, notwithstanding any other provisions in this Agreement to the contrary, Learning Community shall have no further obligation to make any payments to District from and after the date of termination except for costs incurred and services provided in accordance with this Agreement prior to the termination date of this Agreement.

At least sixty (60) days prior to completion of the Initial Term, District shall present to the Learning Community's council the Program's progress, results, and lessons learned. If District fails to provide such presentation then, notwithstanding anything to the contrary in this Agreement or elsewhere, this Agreement and the funding for the Extended Term of the Program shall automatically terminate upon the completion of the Initial Term.

12. 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. Mike Lucas, Superintendent
Westside Community Schools
909 South 76th Street
Omaha, Nebraska 68114
FAX: (402) 390-2136

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.

13. 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.

14. 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.

15. Non-Discrimination. The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and

the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement pursuant to Section 11 hereof.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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 November 15, 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.

24. Subcontracting. District 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 District of any of its obligations or liabilities hereunder. District shall cause all of its subcontractors to comply with all of District's obligations under this Agreement. District shall remain fully responsible for the acts and omissions of its subcontractors, including maintaining appropriate insurance to cover such acts and omissions.

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. 66 OF DOUGLAS COUNTY, AKA WESTSIDE COMMUNITY 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 (DI 2.0)

Exhibit "A"

Elementary Learning Center

Programming Description & Budget



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES
District Initiatives 2.0 Proposals

PROPOSAL	
Electronic File Name:	Proposal 2024/2025 – 2028/2029_LearningCommunity_ District Name
School District:	Westside Community Schools
Program Name:	Enhanced Support for High-Need Students
Program Category	<input type="checkbox"/> Early Childhood aligned with Action Plan (Superintendent’s Early Childhood Plan) <input type="checkbox"/> Early Literacy Intervention <input type="checkbox"/> Extended Learning <input type="checkbox"/> Family Engagement <input checked="" type="checkbox"/> Instructional Coaching <input type="checkbox"/> Jumpstart to KG <input type="checkbox"/> Attendance Intervention
Amount Requested:	\$259,993.73 per year for five years
Sub council: (choose those that apply)	<input type="checkbox"/> #1 <input type="checkbox"/> #2 <input checked="" type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6
Program Start Date:	1/1/2025
Program End Date:	12/31/2029
Total Cost of Program:	\$1,418,466.95 (Attachment B)
By checking the box, the district agrees to the following:	
<input checked="" type="checkbox"/> Mission and Strategic Plan with Explicit Birth through Grade 3 Goals: Proposals will include a birth through Grade 3 focus as a key component of the school district’s strategic plan. <input checked="" type="checkbox"/> External Evaluation: We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.	
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 500 words or less in the space below. See attached page 1 narrative
Contact Information	
Name and Title:	Mark Weichel
School District:	Westside Community Schools
Email:	weichel.mark@westside66.net
Phone:	402.390.2127
Street Address:	909 South 76th Street
City, State and ZIP Code:	Omaha, NE 68114

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). Write a needs statement for each building.
Please report using Attachment A.
2. Principle: Program Design
<p>a. Evidence Based Research:</p> <p>Staff Intervention: Briefly describe and cite the scientific research model that provides evidence that 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 limited if prior experience is listed in 2b.</p> <p>Student Intervention: Briefly describe and cite the scientific research model that provides evidence that 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. This section may be limited if prior experience is listed in 2b.</p>
See page 2 attached narrative
<p>b. Evidence of Program Outcomes: Have you implemented this program or a similar intervention in the past? 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>What strategies is your program using to support the student's academic outcome?</i> <p><i>Please include data pertaining to support these strategies.</i></p>
See page 3 attached narrative
<p>c. Strong Personalized Learning: Provide a brief overview and describe how the program will personalize learning for the individual teacher to the fullest extent possible, providing 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.</p>
See page 4 attached narrative

<p>d. Standards and Objectives: Describe how the program will provide targeted and intentional support to either the staff or student.</p> <ul style="list-style-type: none"> • What is the intensity of the program (<i>i.e.</i> duration, frequency) and how do you know this dosage is effective? • How will you decide which teachers or support staff receive intensive coaching or support? • How will you decide which students receive the intervention/support? • How will you measure the impact of the intervention or support provided? • How will you measure the impact of the student outcome?
<p>See page 5 attached narrative</p>
<p>e. Staff Protocols for Teachers or staff: Describe the protocol process agreed upon with each school served to decide how teachers/staff are identified to participate.</p>
<p>See page 6 attached narrative</p>
<p>f. Staff Coordination: Describe how you will provide dedicated staff time to ensure the fidelity of the program?</p>
<p>See page 6 attached narrative</p>
<p>3. Principle: Knowledge Transfer</p>
<p>Knowledge Transfer: To what extent would you be willing to network in sharing best practices and results with other providers?</p>
<p>See page 7 attached narrative</p>
<p>4. Principle: Justified Budget for Program Support – Attachment B</p>
<p>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>i.e.</i> 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.</p>
<p><i>Please complete Attachment B</i></p>

5. Principle: Statement of Assurances

Assurances: 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; 2027/2028; 2028/2029 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.
- 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.
- We will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.
- 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

10/28/24

Date

ATTACHMENT A

Subcouncil: 3
 Program Type: Early literacy, extend
 School District: Westside Community

Building(s) Served (please include highest to lowest priority)	Needs Statement for each building. Data may include student demographics, performance, and unique needs.
	The buildings listed below were selected based on need as described:
Westbrook	Title 1 Status, Free/Reduced Lunch (64.05%), SPED (19.24%)
Westgate	Title 1 Status, Free/Reduced Lunch (64.47%), SPED (18.42%)
Hillside	Title 1 Status, Free/Reduced Lunch (48.82%), SPED (17.06%)
	See attached for additional statements

ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in-kind)	\$ 280,334.41	
Learning Community Request	\$ 1,299,955.65	
Total Program Revenue	\$	Total over five years,
Program Expenses	Amount	Comment
Salaries & Wages	\$ 996,468.67	indices % FT and % FT new 3.0 FTE Yrs 2-4
Insurance Benefits	\$ 483,293.33	See attached spreadsheet
Transportation Costs	\$ 0	
Training	\$ 60,000	
Equipment	\$ 0	
Supplies	\$ 40,543.06	
Printing & copying	\$ 0	
Telephone & Internet	\$ 0	
Postage	\$ 0	
Rent & Utilities	\$ 0	
In-Kind	\$	
Other (please specify)	\$	Summer school staff (yrs 1-2)
Total Program Expenses	\$ 1,560,303.06	

Total Cost of Program	# of Weeks per Year of Program	# of Teachers in Program	# Program Hours per Week	# Students Impacted
\$1,560,303.06	36	100% of teachers at each site	40	534 high-need students annually

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (“Agreement”) is entered into as of September 1, 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, 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;

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; and

WHEREAS, District is willing to offer elementary learning programming in partnership with Learning Community.

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. 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.

c. 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 its Associate Superintendent of Educational Services, and on behalf of Learning Community by its Executive Director (“ELC ED”).

2. Performance Period.

a. The initial term of this Agreement shall be for a period of three (3) years 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, or as otherwise set forth herein, this Agreement shall automatically renew for an additional two (2)-year term 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.

3. 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.

4. 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 Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The Learning Community's Executive Director, Elementary Learning Centers ("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.

5. 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.

6. Program Funding.

a. With respect to services to be provided during the Initial Term, Learning Community shall provide District with funding for the services performed and costs incurred, whether by District or by a third party contracted by District, related to the Program in a total amount(s) identified on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Program ("Program Amount"). The Program Amount shall be funded in monthly installments over the course of the Initial Term and paid in arrears pursuant to statements submitted to the Learning Community for costs incurred and services rendered by District during the previous calendar month, which shall be itemized and include the budgeted category for each item (as appropriate). Such statements shall be provided to the Learning Community on or before the tenth (10th) calendar day of the month following the month to which such statement applies. Upon the written request of Learning Community, District shall provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements within fifteen (15) days of request. The Learning Community has the sole discretion to approve an expense or request a refund of an impermissible expense based on submitted documentation. District has the right to request a reconsideration of a disallowed expense through the Learning Community's CEO. The Learning Community shall make payments pursuant to approved statements/invoices within thirty (30) days of The Learning Community's receipt of such approved statements/invoices. The Learning Community will reconcile

all statements/invoices for contracted services for the Program to an already approved budget by expense category. The Learning Community will complete a randomized audit of no less than 10% of each category per year. Depending on the expense, this could occur at one time. If an audit uncovers Program Amounts paid to District are deemed to be inappropriate, the Learning Community can request such Program Amounts be returned to the Learning Community within ninety (90) days of such request. The Learning Community can charge interest on such Program Amounts at a rate of the lesser of 5% per year or the highest rate allowed by applicable law, at the discretion of the Learning Community. Such interest can be charged if such Program Amounts are not returned within such ninety (90) day period. The interest charge begins on the day of the fund return request.

b. If, upon completion of a fiscal year of the Term, or termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month of the applicable fiscal year during which services were performed for the Program, Learning Community has, after application of all payments made pursuant to Section 6.a, made payments to District which exceed the total amount due and owing to District in accordance with Exhibit A for a given fiscal year, District shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred for such fiscal year. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that District does not incur expenses during a given fiscal year of the Term for the Program equaling the Program Amount approved for such fiscal year, as applicable, any unused Program Amount not used by District for such fiscal year will not carry over to any subsequent fiscal year during the Term.

c. The amount(s) to be paid by Learning Community as provided under Sections 6.a and 6.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 6.a and 6.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 10 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 the District, Learning Community will pay to District within thirty (30) days of submission by the District to the 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.

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

7. Reporting.

a. During the Term of this Agreement, District shall prepare and submit to the Learning Community information regarding Program activity, including the following: (i) for each fiscal year during the Term, an evaluation plan approved by Learning Community in agreement with District and the Evaluator (as defined below), to be attached hereto as part of Exhibit A once agreed upon; (ii) a report each semester that describe at an aggregate level, the number of students served, the services provided and the outcomes achieved by the Program; and (iii) other reports as requested by Learning Community, and agreed upon between District and Learning Community. District agrees to meet yearly with Learning Community to review the evaluation plan to ensure it is on track.

All reports required pursuant to this Section shall be submitted to the Executive Director of the Learning Community within thirty (30) days after the last day of the fiscal quarter for which such report is required.

At the request of the Learning Community, at least once a semester during the Term, District shall prepare a semester report on the Program results and learnings from such semester, and make a live presentation of such Program results and learnings to the full Learning Community council.

b. Within 60 days of the termination of the Program or expiration of the Initial Term, whichever occurs first, and within 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.

c. Within 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. Said Report shall be submitted to the ELC ED.

8. 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 8.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than 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. Learning Community has the right to withhold payments under this Agreement until such insurance requirements are satisfied to the reasonable satisfaction of Learning Community. 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 the 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 the 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.

9. 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

10. 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.

11. 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. For the avoidance of doubt, in the event of the termination of this Agreement by

Learning Community, notwithstanding any other provisions in this Agreement to the contrary, Learning Community shall have no further obligation to make any payments to District from and after the date of termination except for costs incurred and services provided in accordance with this Agreement prior to the termination date of this Agreement.

At least sixty (60) days prior to completion of the Initial Term, District shall present to the Learning Community's council the Program's progress, results, and lessons learned. If District fails to provide such presentation then, notwithstanding anything to the contrary in this Agreement or elsewhere, this Agreement and the funding for the Extended Term of the Program shall automatically terminate upon the completion of the Initial Term.

12. 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.

13. 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.

14. 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.

15. Non-Discrimination. The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and

the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement pursuant to Section 11 hereof.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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 November 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.

24. Subcontracting. District 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 District of any of its obligations or liabilities hereunder. District shall cause all of its subcontractors to comply with all of District's obligations under this Agreement. District shall remain fully responsible for the acts and omissions of its subcontractors, including maintaining appropriate insurance to cover such acts and omissions.

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 - CEO

Date: October 31, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (DI 2.0)

Exhibit "A"

Elementary Learning Center

Programming Description & Budget



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES District Initiatives 2.0 Proposals

PROPOSAL			
Electronic File Name:	Proposal 2024/2025 – 2028/2029_LearningCommunity_ District Name		
School District:	Springfield Platteview Community Schools		
Program Name:	District Initiative 2.0		
Program Category	<input type="checkbox"/> Early Childhood aligned with Action Plan (Superintendent’s Early Childhood Plan) <input type="checkbox"/> Early Literacy Intervention <input type="checkbox"/> Extended Learning <input checked="" type="checkbox"/> Family Engagement <input type="checkbox"/> Instructional Coaching <input type="checkbox"/> Jumpstart to KG <input checked="" type="checkbox"/> Attendance Intervention		
Amount Requested:	\$100,000		
Sub council: (choose those that apply)	<input type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input checked="" type="checkbox"/> #6		
Program Start Date:	1/2024	Program End Date:	8/2029
Total Cost of Program:	\$ \$100,000 (Attachment B)		
By checking the box, the district agrees to the following:			
<input type="checkbox"/> Mission and Strategic Plan with Explicit Birth through Grade 3 Goals: Proposals will include a birth through Grade 3 focus as a key component of the school district’s strategic plan.			
<input checked="" type="checkbox"/> External Evaluation: We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.			
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>The SPCS District Social Worker will collaborate with our District Administration, Building Administration, Counselors and staff to support students and families throughout our community. The Social Worker will be responsive to all 4 building campuses and the 1,250 students and their families that attend our schools. The focused support will be for families from low-income households and families experiencing barriers such as limited access to educational resources or support services. The services will be delivered through a combination of direct in-school support, family resources, and community-based outreach programs, designed to meet the diverse needs of our students and their families. Services provided may include individualized student interventions, attendance support and resources, mental health resources and family engagement workshops, and professional development.</p> <p>Our goal is to empower students to overcome these barriers and achieve academic and personal growth, while also equipping families with the tools they need to actively support their children's education.</p>		
Contact Information			
Name and Title:	Dr. Ryan Saunders, Superintendent		
School District:	Springfield Platteview Community Schools		
Email:	ryan.saunders@spscne.org		
Phone:	402-592-1300		
Street Address:	765 Main Street		
City, State and ZIP Code:	Springfield, NE 68059		

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). Write a needs statement for each building.

Please report using Attachment A.

2. Principle: Program Design

a. Evidence Based Research:

Staff Intervention: Briefly describe and cite the scientific research model that provides evidence that 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 limited if prior experience is listed in 2b.

Student Intervention: Briefly describe and cite the scientific research model that provides evidence that 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. This section may be limited if prior experience is listed in 2b.

Research shows that when schools address student non-academic barriers—such as mental health challenges, family issues, or socioeconomic obstacles—through the support of social workers, students are better able to focus, participate, and perform in school.

Studies have demonstrated that schools with social workers can reduce student absences, improve classroom behavior, and increase engagement in learning, all of which contribute to higher academic achievement. For instance, Franklin et al. (2006) found that students receiving school social work interventions showed significant improvements in academic outcomes, including grades and standardized test scores. Additionally, teachers in schools with social workers report having more time to focus on instruction because social workers help manage behavioral and emotional issues that would otherwise affect the classroom environment (Kohly et al., 2015).

In addressing the unique needs of students, school social workers help create a more conducive learning environment, allowing teachers to focus on instruction and students to meet state and local academic standards.

References:

Franklin, C., Hill, J. S., & Tripoli, S. J. (2006).

Kelly, M. S., Dorn, S. C., Papp, A., Alvarez, M., Shaffer, G., & O'Brien, K. (2016).

b. Evidence of Program Outcomes: Have you implemented this program or a similar intervention in the past? 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?*
 - *What strategies is your program using to support the student's academic outcome?*
- Please include data pertaining to support these strategies.*

Springfield Platteviw Community Schools currently or never has had a social worker supporting families and students in our community.

c. Strong Personalized Learning: Provide a brief overview and describe how the program will personalize learning for the individual teacher to the fullest extent possible, providing 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.

A school social worker personalizes support for teachers by identifying student needs and implementing research-based strategies that address social, emotional, and behavioral barriers to learning. By working closely with teachers, the social worker tailors interventions such as social-emotional learning (SEL) and trauma-informed teaching to improve classroom engagement and behavior. For example, research shows that trauma-informed approaches help students cope with adverse experiences, leading to better academic outcomes (Perfect et al., 2016). To ensure the social worker focuses on an identified strategy or skill for teachers, regular planning and feedback meetings will be held with both teachers and school administration. During these meetings, the social worker will collaborate with the teacher to set clear, measurable goals based on student needs. Progress will be tracked using data on student behavior, attendance, and academic performance. The social worker will also provide ongoing coaching to teachers, offering guidance on how to implement these strategies effectively and adjusting the approach as needed based on student outcomes. This cyclical process of assessment, intervention, and review ensures that the social worker remains focused on specific, research-based strategies aligned with the teacher's instructional goals and student needs.

Perfect, M. M., Turley, M. R., Carlson, J. S., Yohanna, J., & Gillespie, R. J. (2016).

d. Standards and Objectives: Describe how the program will provide targeted and intentional support to either the staff or student.

- 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 or support staff receive intensive coaching or support?
- How will you decide which students receive the intervention/support?
- How will you measure the impact of the intervention or support provided?
- How will you measure the impact of the student outcome?

The program will provide targeted, intentional support to both staff and students through a structured approach that includes regular, data-driven interventions. For staff, coaching will be offered to teachers who have students who demonstrate the greatest need based on classroom observations, student performance data, and self-assessment. Students will be selected for intervention based on academic performance, behavioral referrals, and attendance data. The intensity of student support will vary, but targeted students could participate in wrap around services such as participating in a small-group or individual sessions with a social worker or home visits or family connections to support what is happening at home for the student. The impact of the work will be measured by reviewing attendance data, behavior data and through self-assessments and evaluation from administrators as well as informal feedback from teachers and parents.

e. Staff Protocols for Teachers or staff: Describe the protocol process agreed upon with each school served to decide how teachers/staff are identified to participate.

All staff members will have access to serving the social worker. The protocol for staff referrals to utilize to refer students or families has been shared below. The process may need to be adjusted to meet the needs of the social worker based on the individual team to work about our district and community.

Step 1: Identify the need- Staff member (teacher, counselor, etc.) identifies a student or family facing social, emotional, behavioral, or academic challenges. This could include: Academic struggles, Behavioral issues (disruptive, withdrawal), Attendance problems (requent absences or tardiness), Signs of trauma or distress (emotional outbursts, language injury, etc.), Family issues (parental hardship, housing instability, etc.)

Step 2: Gather Information and Document Concerns- Record specific examples of the observed issues (dates, behaviors, academic performance, etc.)

Step 3: Complete Referral Form- Description of the concern(s) with specific examples. Any prior interventions attempted (e.g., meetings with parents, behavior charts, etc.).

Step 4: Submit Referral- Submit the completed form to the social worker

Step 5: Social Worker Review & Response- The social worker reviews the referral to determine the appropriate response and level of intervention.

Social Worker Contact: The social worker contacts the referring staff member for additional details if needed and may also reach out to the student or family directly. The social worker contacts the referring staff member for additional details if needed and may also reach out to the student or family directly.

Step 6: Collaboration with Staff- The social worker collaborates with the referring staff member and any other involved in creating a targeted support plan for the student or family, outlining the steps to intervention.

Step 7: Monitoring and Feedback- The social worker provides regular updates on the intervention progress to the referring staff member, including any adjustments to the support plan.

This protocol ensures a fair, documented process for connecting students and families with the social worker, fostering collaboration between staff and the social worker to provide comprehensive support.

f. Staff Coordination: Describe how you will provide dedicated staff time to ensure the fidelity of the program?

SPCS utilizes the Multi-Systems of Support (MTSS) Framework to provide support for struggling students. The Social Worker will work within this framework. The Social Worker will have access to staff, administrators, and other essential staff to review data, provide professional development and problem solve unique situations.

3. Principle: Knowledge Transfer

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

SPCS takes pride in being a collaborative partner in our educational community. We are members of the MOEC groups that put like positions together to problem solve and learn from each other. We belong to the Trailblazers Conference that prioritizes collaboration not just between our sports coaches, but also our educational leaders. We would expect the Social Worker to embrace these opportunities to collaborate and to engage in professional organizations focused on best practices and support for the difficult work being done.

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: 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; 2027/2028; 2028/2029 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.
- 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.
- We will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.
- 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.

ATTACHMENT A

Subcouncil: 6
Program Type: Attendance Intervention and Family Engagement
School District: Springfield Platteview Community Schools

Building(s) Served (please include highest to lowest priority)	Needs Statement for each building. Data may include student demographics, performance, and unique needs.
Platteview High School	FRR=18%. Avg daily rate of attendance has dropped from 96% to 92% in the past 5 years. 85 students chronically absent in 23-24
Westmont Elementary	FRR=31%. Avg daily rate of attendance has dropped from 97% to 95% in the past 5 years. 13 students chronically absent in 23-24
Platteview Central Junior High	FRR=28%. Avg daily rate of attendance has dropped from 96% to 94% in the past 5 years. 17 students chronically absent in 23-24
Springfield Elementary	FRR=22%. Avg daily rate of attendance has been steady at 95% the past 5 years. 19 students chronically absent in 23-24

ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in-kind)	\$	
Learning Community Request	\$ 100,000	
Total Program Revenue	\$ 100,000	
Program Expenses	Amount	Comment
Salaries & Wages	\$ 58,500	indicate % FT and % PT here 100% FT
Insurance Benefits	\$ 33,075	
Transportation Costs	\$ 500	mileage
Training	\$ 3,000	
Equipment	\$ 3,000	
Supplies	\$ 1,925	
Printing & copying	\$	
Telephone & Internet	\$	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$	
Total Program Expenses	\$ 100,000	

Total Cost of Program	# of Weeks per Year of Program	# of Teachers in Program	# Program Hours per Week	# Students Impacted
\$100,000	42	1	40	1,250

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (“Agreement”) is entered into as of September 1, 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, 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;

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; and

WHEREAS, District is willing to offer elementary learning programming in partnership with Learning Community.

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. 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.

c. 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 its Associate Superintendent of Educational Services, and on behalf of Learning Community by its Executive Director ("ELC ED").

2. Performance Period.

a. The initial term of this Agreement shall be for a period of three (3) years 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, or as otherwise set forth herein, this Agreement shall automatically renew for an additional two (2)-year term 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.

3. 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.

4. 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 Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The Learning Community's Executive Director, Elementary Learning Centers ("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.

5. 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.

6. Program Funding.

a. With respect to services to be provided during the Initial Term, Learning Community shall provide District with funding for the services performed and costs incurred, whether by District or by a third party contracted by District, related to the Program in a total amount(s) identified on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Program ("Program Amount"). The Program Amount shall be funded in monthly installments over the course of the Initial Term and paid in arrears pursuant to statements submitted to the Learning Community for costs incurred and services rendered by District during the previous calendar month, which shall be itemized and include the budgeted category for each item (as appropriate). Such statements shall be provided to the Learning Community on or before the tenth (10th) calendar day of the month following the month to which such statement applies. Upon the written request of Learning Community, District shall provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements within fifteen (15) days of request. The Learning Community has the sole discretion to approve an expense or request a refund of an impermissible expense based on submitted documentation. District has the right to request a reconsideration of a disallowed expense through the Learning Community's CEO. The Learning Community shall make payments pursuant to approved statements/invoices within thirty (30) days of The Learning Community's receipt of such approved statements/invoices. The Learning Community will reconcile

all statements/invoices for contracted services for the Program to an already approved budget by expense category. The Learning Community will complete a randomized audit of no less than 10% of each category per year. Depending on the expense, this could occur at one time. If an audit uncovers Program Amounts paid to District are deemed to be inappropriate, the Learning Community can request such Program Amounts be returned to the Learning Community within ninety (90) days of such request. The Learning Community can charge interest on such Program Amounts at a rate of the lesser of 5% per year or the highest rate allowed by applicable law, at the discretion of the Learning Community. Such interest can be charged if such Program Amounts are not returned within such ninety (90) day period. The interest charge begins on the day of the fund return request.

b. If, upon completion of a fiscal year of the Term, or termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month of the applicable fiscal year during which services were performed for the Program, Learning Community has, after application of all payments made pursuant to Section 6.a, made payments to District which exceed the total amount due and owing to District in accordance with Exhibit A for a given fiscal year, District shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred for such fiscal year. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that District does not incur expenses during a given fiscal year of the Term for the Program equaling the Program Amount approved for such fiscal year, as applicable, any unused Program Amount not used by District for such fiscal year will not carry over to any subsequent fiscal year during the Term.

c. The amount(s) to be paid by Learning Community as provided under Sections 6.a and 6.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 6.a and 6.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 10 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 the District, Learning Community will pay to District within thirty (30) days of submission by the District to the 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.

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

7. Reporting.

a. During the Term of this Agreement, District shall prepare and submit to the Learning Community information regarding Program activity, including the following: (i) for each fiscal year during the Term, an evaluation plan approved by Learning Community in agreement with District and the Evaluator (as defined below), to be attached hereto as part of Exhibit A once agreed upon; (ii) a report each semester that describe at an aggregate level, the number of students served, the services provided and the outcomes achieved by the Program; and (iii) other reports as requested by Learning Community, and agreed upon between District and Learning Community. District agrees to meet yearly with Learning Community to review the evaluation plan to ensure it is on track.

All reports required pursuant to this Section shall be submitted to the Executive Director of the Learning Community within thirty (30) days after the last day of the fiscal quarter for which such report is required.

At the request of the Learning Community, at least once a semester during the Term, District shall prepare a semester report on the Program results and learnings from such semester, and make a live presentation of such Program results and learnings to the full Learning Community council.

b. Within 60 days of the termination of the Program or expiration of the Initial Term, whichever occurs first, and within 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.

c. Within 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. Said Report shall be submitted to the ELC ED.

8. 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 8.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than 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. Learning Community has the right to withhold payments under this Agreement until such insurance requirements are satisfied to the reasonable satisfaction of Learning Community. 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 the 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 the 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.

9. 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

10. 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.

11. 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. For the avoidance of doubt, in the event of the termination of this Agreement by

Learning Community, notwithstanding any other provisions in this Agreement to the contrary, Learning Community shall have no further obligation to make any payments to District from and after the date of termination except for costs incurred and services provided in accordance with this Agreement prior to the termination date of this Agreement.

At least sixty (60) days prior to completion of the Initial Term, District shall present to the Learning Community's council the Program's progress, results, and lessons learned. If District fails to provide such presentation then, notwithstanding anything to the contrary in this Agreement or elsewhere, this Agreement and the funding for the Extended Term of the Program shall automatically terminate upon the completion of the Initial Term.

12. 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.

13. 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.

14. 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.

15. Non-Discrimination. The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the

Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement pursuant to Section 11 hereof.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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 November 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.

24. Subcontracting. District 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 District of any of its obligations or liabilities hereunder. District shall cause all of its subcontractors to comply with all of District's obligations under this Agreement. District shall remain fully responsible for the acts and omissions of its subcontractors, including maintaining appropriate insurance to cover such acts and omissions.

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: _____

Its: _____

Date: _____

By:  _____

Its: Gerald M. Kuhn, II - CEO

Date: _October 31, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (DI 2.0)

Exhibit "A"

Elementary Learning Center

Programming Description & Budget



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES
District Initiatives 2.0 Proposals

Electronic File Name:				Proposal 2024/2025 – 2028/2029 LearningCommunity_ District Name			
School District:				Bellevue Public Schools			
Program Name:				BPS Early Childhood			
Program Category				<input checked="" type="checkbox"/> Early Childhood aligned with Action Plan (Superintendent's Early Childhood Plan) <input type="checkbox"/> Early Literacy Intervention <input type="checkbox"/> Extended Learning <input type="checkbox"/> Family Engagement <input type="checkbox"/> Instructional Coaching <input type="checkbox"/> Jumpstart to KG <input type="checkbox"/> Attendance Intervention			
Amount Requested:				\$327,510.63			
Sub council: (choose those that apply)				<input type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input checked="" type="checkbox"/> #5 <input checked="" type="checkbox"/> #6			
Program Start Date:		July 1, 2025		Program End Date:		June 30, 2026	
Total Cost of Program:				\$ (Attachment B)			
By checking the box, the district agrees to the following:							
<input checked="" type="checkbox"/> Mission and Strategic Plan with Explicit Birth through Grade 3 Goals: Proposals will include a birth through Grade 3 focus as a key component of the school district's strategic plan. <input checked="" type="checkbox"/> External Evaluation: We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.							
Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.				<ol style="list-style-type: none"> 1. Addition of all-day preschool in two buildings to increase availability of preschool to working families who cannot access half-day programs. Part of the additional time students are spending in the classroom would be dedicated to building social emotional and early literacy skills. 2. Addition of Board Certified Behavior Analyst (BCBA) to the BPS staff who would oversee Registered Behavior Technicians (RBT) in each of our 15 elementary buildings. Existing paraprofessionals would be trained to fill the role of RBTs and would be paid an increased salary. Providing this service to support students in their home schools in early elementary school would decrease the need to look at change in placement (moving to another school) to support behavior concerns. 3. A Bilingual (spanish/english) Family Liaison to support Spanish speaking families receiving home/community based services and in elementary buildings. 			
Contact Information							

Name and Title:	Cara Graney, Coordinator of Early Childhood; Matt Fenster, Director of Special Education
School District:	Bellevue Public Schools
Email:	cara.graney@bpsne.net; matthew.fenster@bpsne.net
Phone:	402-898-8794; 402-293-4024
Street Address:	2600 Arboretum Drive
City, State and ZIP Code:	Bellevue, NE 68005

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). Write a needs statement for each building.

Please report using Attachment A.

2. Principle: Program Design

a. Evidence Based Research:

Staff Intervention: Briefly describe and cite the scientific research model that provides evidence that 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 limited if prior experience is listed in 2b.

Student Intervention: Briefly describe and cite the scientific research model that provides evidence that 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. This section may be limited if prior experience is listed in 2b.

Full Day Preschool: The introduction of full day preschool classrooms at two of our elementary schools is not intended to determine if full day preschool programs provide better outcomes than half day preschool programs. Rather, it is intended to eliminate the barrier of midday drop-off/pick-ups that keep some families from accessing *any* classroom-based preschool options. Research on barriers to preschool attendance for low-income families highlights the importance of full-day programs, as these families often struggle with transportation and finding additional child care during work hours. Full-day programs offer a more accessible solution (Susman-Stillman et al., 2018).

Board Certified Behavior Analyst (BCBA) & Registered Behavior Technician (RBT): As a district, our goal is to keep students in their home schools. Persistent challenging behaviors can be one reason that a change in placement may be considered for students. Having a BCBA oversee RBTs who are already part of the building team will allow us to offer another level of in-building support to those young students with challenging behaviors. Research on intentional behavior supports like those provided by these professionals shows that they can significantly reduce disruptive behaviors, improve social-emotional competencies, and enhance overall school climate, which can positively influence student attendance and improve student academic outcomes (M. R. Santiago-Rosario et al., 2023).

Bilingual Family Liaison: Currently, the district employs two Spanish Speaking (Bilingual) Family Liaisons that work with students ages Birth-21. As the number of Spanish speaking families increase within the district, the need has become more than these individuals can support. An additional Bilingual Family Liaison, who will focus on serving families with young children, will provide the level of support that will have positive outcomes. Studies show that frequent and culturally sensitive engagement in families' home languages increases participation in school activities, fosters at-home learning, and promotes key developmental and school readiness outcomes. (Hsin et al., 2022).

Resources:

Hsin, L., White, L., Anthony, J., Brodziak De Los Reyes, I., Holtzman, D., Martin, A., Manship, K., & Quick, H. (2022). Research Brief: Engaging Dual Language Learner Families in Their Children's Early Education.

Santiago-Rosario, M. R., McIntosh, K., Izzard, S., Cohen Lissman, D., & Calhoun, T. E. (2023). Is Positive Behavioral Interventions and Supports (PBIS) an evidence-based practice?

Susman-Stillman, A., Englund, M. M., Storm, K. J., & Bailey, A. E. (2018). Understanding Barriers and Solutions Affecting Preschool Attendance in Low-Income Families. *Journal of Education for Students Placed at Risk*, 23(1-2), 170-186.

b. Evidence of Program Outcomes: Have you implemented this program or a similar intervention in the past? If so, please be sure to report the following information.

- o What strategies is your program using to support teachers' and other staff members' continuous improvement in these key teaching/learning interactions?
- o What strategies is your program using to support the student's academic outcome? Please include data pertaining to support these strategies.

BCBA & RBT: Currently, BPS allows outside ABA agencies to provide services at school during the school day. Additionally, some families access clinic-based ABA during school hours. These programs have been successful in supporting social and academic learning in the classroom and in clinic settings. However, not all students who might benefit from these services have access. The addition of an in-house BCBA and RBTs would create wider access to these services and may decrease the number of students who are leaving school to attend ABA services in a clinic setting.

Bilingual Family Liaison: Currently, our bilingual family liaison's support Spanish speaking families in the district through a number of programs and services, including PADRES (family events/trainings), support with enrollment, support as interpreters at meetings, translations of documents, and other duties as needed. Bilingual family liaisons also support the Family Literacy Program, which aims to build literacy skills for adults, including setting specific goals related to digital literacy, learning English, and communicating with the school.

c. Strong Personalized Learning: Provide a brief overview and describe how the program will personalize learning for the individual teacher to the fullest extent possible, providing 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.

Full Day Preschool: With support from the Buffett Institute, teachers, paraprofessionals, building administrators, and Early Childhood program leaders will need support with implementation of current programs in a full day classroom (currently all programs are half day). This might include support with creating a daily schedule and expanding the use of pyramid practices in a school day that includes much more student contact time. Similarly, support would be needed to ensure that full day practices align with Rule 11 requirements and are moving towards alignment with ECERS-3 and CLASS. Because of the increase in contact time with the students in these classrooms, administrators and teachers have an opportunity to implement other research supported curriculum/programs, specifically to develop early literacy skills. As the Buffett Institute already supports professional learning for our preschool programs, it would be a natural fit to embed this professional learning need into our 25/26 Superintendents' Plan.

BCBA & RBTs: Ideally, current special education paras would complete training to fill the role of RBT in their

buildings. A plan will need to be developed to provide ongoing professional learning for supporting behavior needs for young children. Professional learning for all elementary staff about how this new service will fit into our current system will need to be developed and shared. Professional learning and coaching/consulting for the BCBA will be developed around providing services in the classroom setting and working with teachers to develop plans. These ongoing learning needs create an opportunity to partner with the Buffett Institute Early Childhood Staff to provide professional learning in support of both general and special education staff. Procedures will need to be developed to identify how a referral to the BCBA would fit into our current MTSS (general education supports) and/or Special Education least restrictive environment (LRE) procedures. Similarly, procedures around what school-based RBT services would look like (frequency, durations, location, etc.) will need to be developed so that students can access the support they need.

Bilingual Family Liaison: A process to determine which schools or programs need additional support will need to be developed, with professional learning to building administrators about the role of the Bilingual Family Liaison. Currently the following elementary schools have 10% or higher of English learners: Avery, Belleaire, Betz, Birchcrest and Fort Crook and these, along with the home-community based program, will be supported by an additional Bilingual Family Liaison. Onboard training to the Bilingual Family Liaison will be supported by the District's EL Coordinator, the current Bilingual Family Liaison, and the Buffett Institute. The Buffett Institute will specifically support the professional learning needs of the Bilingual Family Liaison as it relates to serving our families, specifically the families who have children Birth-Grade 3.

d. Standards and Objectives: Describe how the program will provide targeted and intentional support to either the staff or student.

- 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 or support staff receive intensive coaching or support?
- How will you decide which students receive the intervention/support?
- How will you measure the impact of the intervention or support provided?
- How will you measure the impact of the student outcome?

Full Day Preschool: Full Day Preschool will follow the same calendar as our current preschool, including no school on early release days, as these days are needed to support preschool staff in meeting Rule 11 ongoing professional learning requirements. The classes would run from 8:45-2:15. Teachers/administrators in buildings with full day preschools would receive additional coaching to develop schedules, ensure all state requirements are being met, etc. Student specific interventions would follow district procedures already in place. Measuring the impact would look at enrollment numbers and a family survey examining how moving from a half to full day program increased access to preschool for families in our lowest income neighborhoods.

BCBA/RBT: Frequency and intensity of student-specific programs would be determined by the BCBA in coordination with the rest of the MTSS and/or IEP team. All paraprofessionals who are interested in acting as an RBT will need to complete that coursework to work in this capacity. Referral processes will need to align with our current LRE practices. Impact will be measured by using SWIS data, including individual student data, targeted group data, and program data. Student outcome data might be captured by traditional measures (state and district testing) and also by tracking time spent in the general education classroom with RBT support (vs. time spent outside of the general education classroom due to challenging behaviors). Progress towards IEP goals may be another source of student outcome data.

Bilingual Family Liaison: This service will be provided as needed in target schools and to our home/community based families. Existing data on language and socio-economic status will help determine which schools to target. Outcome data would be reported in terms of overall families reached, as well as participation of families in individual programs and/or services. A Family Literacy Facilitator recruits parents to participate in the Family Literacy Program. The facilitator is the main point of contact for the parents. The facilitator is responsible for tracking participation for adult education, PACT and parent time and enters attendance data and other information for data reflection. The following components of the Family Literacy Program are facilitated by the bilingual Family Literacy Liaison.

- **PACT Time**
 - The Facilitator focuses plans and facilitates Parent Time with parents.
 - The facilitator will collaborate with the student's educator to plan PACT (Parent and Child Together) in the Family Literacy program.
- **Parent Time**
 - Supports the parents with their personal goals for educational growth.
 - Plans monthly activities for all parents to participate.
 - Meets in small groups or individually to support personal goals such as digital literacy, learning English, and communication skills with the school.

e. Staff Protocols for Teachers or staff: Describe the protocol process agreed upon with each school served to decide how teachers/staff are identified to participate.

Full Day Preschool:

Application process for Title Students (to include non-neighborhood students)

Option to opt out of full-day placement

Timeline for ongoing professional learning for full-day program (for teachers, paras, building administrators, and early childhood leadership)

Additional para support for full-day preschool classrooms

BCBA & RBTs:

Application process for paras interested in becoming RBTs

Process/timeline for completing initial training

Timeline for ongoing professional learning for paras trained as RBTs

Embedding this service into our current LRE process

Timeline for professional learning for building leadership and general education staff

Bilingual Family Liaison:

Ongoing review of data to determine which schools to target

Process for referring families

Timeline for professional learning to targeted buildings

f. Staff Coordination: Describe how you will provide dedicated staff time to ensure the fidelity of the program?

Full Day Preschool:

Teachers will have access to same plan time as half-day program
 Similarly, they will have access to the same professional learning opportunities throughout the year
 Additional professional learning/planning days in the summer to develop schedule/set up classrooms
 (supported by our partnership with the Buffett Institute)
 Additional ongoing professional learning throughout the year as needed (supported by our partnership with
 the Buffett Institute)

BCBA:

Professional Learning days in the summer for paraprofessionals hired to this position
 Plan for ongoing Professional Learning for paraprofessionals hired to this position
 Collaboration time for BCBA with SPED and district leadership (for example, included in monthly SPED
 coaches collaboration and/or building SPED collaborations)
 Coaching/consulting with BCBA and Buffett Institute Early Childhood Team
 Professional Learning to building principals/sped coaches regarding the referral process, services in the
 classroom, etc
 Professional Learning at beginning of year meeting to all elementary certified staff regarding program

Bilingual Family Liaison:

Professional Learning regarding early childhood development and programs, supported by the Buffett
 Institute Early Childhood Team
 Training in home-visiting and Family Literacy Program

3. Principle: Knowledge Transfer

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

Bellevue Public Schools would be happy to share the best practices and results of this project with any of
 our school district peers who are interested.

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: 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; 2027/2028; 2028/2029
 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. • 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.
- We will fully participate in an external evaluation by ICPE-Munroe Meyer Institute. • 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: 10/28/2024

ATTACHMENT A

Subcouncil:
Program Type:
School District: Bellevue Public Schools

Building(s) Served (please include highest to lowest priority)	Needs Statement for each building. Data may include student demographics, performance, and unique needs.
Betz Elementary (Full-day preschool; Bilingual Family Facilitator support)	Betz Elementary has been designated as a CSI (Comprehensive Support and Improvement) School by the Nebraska Department of Education, specifically in the areas of reading and math for the EL (English learner) population. In addition, at the end of the 2023-24 school year, 43% of its students fell below the 60 percentile on the MAP (Measures of Academic Progress) Math assessment. On MAP Reading, 44% of its students fell below the 6 percentile. Betz, a preK-6th grade school, has 72% of its population (the highest % in the district) qualify for free or reduced lunch. 24% of Betz's students qualify for special education services. 10% of the students are English learners.
Central Elementary (Full-day preschool; Bilingual Family Facilitator support)	Central Elementary has 56% of its students qualify for free or reduced lunch and 25% of its students qualify for special education services. 5% of Central's student population are English learners and 9% are optioned in from outside of the district boundaries. At the end of the 2023-24 school year, 26% of its students fell below the 60th percentile on the MAP Math Assessment and 32% fell below the 60th percentile on the MAP Reading Assessment.
BCBA/RBT (across all elementary buildings)	Across the district, student behavior issues continue to be a concern since the covid shut down. The district has a strong MTSS B system in place to help address these behaviors. Things in place to support behavior district-wide include PBIS implemented at all buildings (Pyramid at the preschool level), all staff trained in Boystown's Well Managed Classroom, a strong Tier 2 Check-in/Check-out system, and five special education behavior coaches. Even with these pieces in place, our major behaviors logged in SWIS are still numerous. Across our 15 elementary buildings in grades K-3, there were a total of 2,470 major behaviors logged during the 2023-24 school year. In our 12 preschool classrooms, there were an additional 725 incidents logged. Here is a link to the numbers of behaviors by buildings and specific categories.
Spanish Family Facilitator (will work with the elementary buildings that have the highest EL populations)	<p>Bellevue Public Schools has seen an increase in multilingual learners across the district. The number of students in 2020 who qualified for the EL Program was at 314 and the highest enrollment in 2024 was 442 which is an increase of 41% over the past 5 years. The current EL enrollment Kdg-12th for the 2024-2025 school year is 489. 82 of the newly enrolled EL students are immigrants with less than 1 year in a US school with a total of 130 immigrant students. This is 27% of the English learners who are immigrant students. A Family Facilitator would be able to support the entire family with transitioning to a new culture and customs.</p> <p>The highest enrollment of English learners are enrolled in Pre Kdg-3rd grade from multilingual families.</p> <p>Pre Kdg 40 new referrals with 32 speaking Spanish.</p>

	<p>Kdg 61 students with 48 speaking Spanish. 1st 67 students with 54 speaking Spanish. 2nd 51 students with 49 speaking Spanish. 3rd 38 students with 30 speaking Spanish.</p> <p>There are 257 multilingual students in PreK-3rd grade with 83% of them with Spanish as their native language. There are 17 languages represented among the 257 PreK-3rd grade students. The Spanish Family Facilitator will help remove language barriers and offer additional support for parents to engage in school activities while also helping parents reach their family goals.</p> <p>Bellevue Public Schools EL Data for total numbers by school, growth of English learners and immigrant data.</p>
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ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in kind)	\$32,000	
Learning Community Request	\$327,510.63	
Total Program Revenue	\$359,510.63	
Program Expenses	Amount	Comment
Salaries & Wages	\$ 275,325.00	<i>indicate % FT and % PT here</i>
Insurance Benefits	\$ 41,155.00	
Transportation Costs	\$20,000.00	
Training	\$11,030.63	
Equipment	\$4,000.00	Additional computers
Supplies	\$5,000.00	
Printing & copying	\$2,000.00	
Telephone & Internet	\$1,000.00	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$	
Total Program Expenses	\$359,510.63	

Total Cost of Program	# of Weeks per Year of Program	# of Teachers in Program	# Program Hours per Week	# Students Impacted
\$359,510.63	36 weeks	2 certified teachers 17 classified staff	40 hours	Estimate of: <ul style="list-style-type: none"> • 40 preschool students • 75 students exhibiting significant behaviors • 75 EL Families

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (“Agreement”) is entered into as of September 1, 2024 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”), and **Douglas County School District 0001, aka Omaha 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, 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;

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; and

WHEREAS, District is willing to offer elementary learning programming in partnership with Learning Community.

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. 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.

c. 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 its Associate Superintendent of Educational Services, and on behalf of Learning Community by its Executive Director (“ELC ED”).

2. Performance Period.

a. The initial term of this Agreement shall be for a period of three (3) years 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, or as otherwise set forth herein, this Agreement shall automatically renew for an additional two (2)-year term 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.

3. 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.

4. 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 Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The Learning Community's Executive Director, Elementary Learning Centers ("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.

5. 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.

6. Program Funding.

a. With respect to services to be provided during the Initial Term, Learning Community shall provide District with funding for the services performed and costs incurred, whether by District or by a third party contracted by District, related to the Program in a total amount(s) identified on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Program ("Program Amount"). The Program Amount shall be funded in monthly installments over the course of the Initial Term and paid in arrears pursuant to statements submitted to the Learning Community for costs incurred and services rendered by District during the previous calendar month, which shall be itemized and include the budgeted category for each item (as appropriate). Such statements shall be provided to the Learning Community on or before the tenth (10th) calendar day of the month following the month to which such statement applies. Upon the written request of Learning Community, District shall provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements within fifteen (15) days of request. The Learning Community has the sole discretion to approve an expense or request a refund of an impermissible expense based on submitted documentation. District has the right to request a reconsideration of a disallowed expense through the Learning Community's CEO. The Learning Community shall make payments pursuant to approved statements/invoices within thirty (30) days of The Learning Community's receipt of such approved statements/invoices. The Learning Community will reconcile

all statements/invoices for contracted services for the Program to an already approved budget by expense category. The Learning Community will complete a randomized audit of no less than 10% of each category per year. Depending on the expense, this could occur at one time. If an audit uncovers Program Amounts paid to District are deemed to be inappropriate, the Learning Community can request such Program Amounts be returned to the Learning Community within ninety (90) days of such request. The Learning Community can charge interest on such Program Amounts at a rate of the lesser of 5% per year or the highest rate allowed by applicable law, at the discretion of the Learning Community. Such interest can be charged if such Program Amounts are not returned within such ninety (90) day period. The interest charge begins on the day of the fund return request.

b. If, upon completion of a fiscal year of the Term, or termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month of the applicable fiscal year during which services were performed for the Program, Learning Community has, after application of all payments made pursuant to Section 6.a, made payments to District which exceed the total amount due and owing to District in accordance with Exhibit A for a given fiscal year, District shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred for such fiscal year. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that District does not incur expenses during a given fiscal year of the Term for the Program equaling the Program Amount approved for such fiscal year, as applicable, any unused Program Amount not used by District for such fiscal year will not carry over to any subsequent fiscal year during the Term.

c. The amount(s) to be paid by Learning Community as provided under Sections 6.a and 6.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 6.a and 6.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 10 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 the District, Learning Community will pay to District within thirty (30) days of submission by the District to the 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.

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

7. Reporting.

a. During the Term of this Agreement, District shall prepare and submit to the Learning Community information regarding Program activity, including the following: (i) for each fiscal year during the Term, an evaluation plan approved by Learning Community in agreement with District and the Evaluator (as defined below), to be attached hereto as part of Exhibit A once agreed upon; (ii) a report each semester that describe at an aggregate level, the number of students served, the services provided and the outcomes achieved by the Program; and (iii) other reports as requested by Learning Community, and agreed upon between District and Learning Community. District agrees to meet yearly with Learning Community to review the evaluation plan to ensure it is on track.

All reports required pursuant to this Section shall be submitted to the Executive Director of the Learning Community within thirty (30) days after the last day of the fiscal quarter for which such report is required.

At the request of the Learning Community, at least once a semester during the Term, District shall prepare a semester report on the Program results and learnings from such semester, and make a live presentation of such Program results and learnings to the full Learning Community council.

b. Within 60 days of the termination of the Program or expiration of the Initial Term, whichever occurs first, and within 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.

c. Within 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. Said Report shall be submitted to the ELC ED.

8. 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 8.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than 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. Learning Community has the right to withhold payments under this Agreement until such insurance requirements are satisfied to the reasonable satisfaction of Learning Community. 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 the 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 the 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.

9. 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

10. 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.

11. 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. For the avoidance of doubt, in the event of the termination of this Agreement by

Learning Community, notwithstanding any other provisions in this Agreement to the contrary, Learning Community shall have no further obligation to make any payments to District from and after the date of termination except for costs incurred and services provided in accordance with this Agreement prior to the termination date of this Agreement.

At least sixty (60) days prior to completion of the Initial Term, District shall present to the Learning Community's council the Program's progress, results, and lessons learned. If District fails to provide such presentation then, notwithstanding anything to the contrary in this Agreement or elsewhere, this Agreement and the funding for the Extended Term of the Program shall automatically terminate upon the completion of the Initial Term.

12. 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: Superintendent
Omaha Public Schools
3215 Cuming Street
Omaha, Nebraska 68131
Fax: (402) 557-2019

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.

13. 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.

14. 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.

15. Non-Discrimination. The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and

the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement pursuant to Section 11 hereof.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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 November 15, 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.

24. Subcontracting. District 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 District of any of its obligations or liabilities hereunder. District shall cause all of its subcontractors to comply with all of District's obligations under this Agreement. District shall remain fully responsible for the acts and omissions of its subcontractors, including maintaining appropriate insurance to cover such acts and omissions.

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.

**DOUGLAS COUNTY SCHOOL DISTRICT 0001,
AKA OMAHA PUBLIC SCHOOLS,** a Nebraska
political subdivision

By: _____

Its: _____

Date: _____

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

By: 

Its: Gerald M. Kuhn, II

Date: November 18, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (DI 2.0)

Exhibit "A"

Elementary Learning Center
Programming Description & Budget



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES
District Initiatives 2.0 Proposals

PROPOSAL			
Electronic File Name:	Proposal 2024/2025 – 2026/2029_LearningCommunity_ District Name		
School District:	Omaha Public Schools		
Program Name:	Extended Learning to Close the Opportunity Gap		
Program Category	<input type="checkbox"/> Early Childhood aligned with Action Plan (Superintendent's Early Childhood Plan) <input type="checkbox"/> Early Literacy Intervention <input checked="" type="checkbox"/> Extended Learning <input type="checkbox"/> Family Engagement <input type="checkbox"/> Instructional Coaching <input type="checkbox"/> Jumpstart to KG <input type="checkbox"/> Attendance Intervention		
Amount Requested:			
Sub council: (choose those that apply)	<input checked="" type="checkbox"/> #1 <input checked="" type="checkbox"/> #2 <input checked="" type="checkbox"/> #3 <input checked="" type="checkbox"/> #4 <input checked="" type="checkbox"/> #5 <input type="checkbox"/> #6		
Program Start Date:	January 1, 2025	Program End Date:	July 31, 2029
Total Cost of Program:	\$ 350,000 (Attachment B)		
By checking the box, the district agrees to the following:			
<input checked="" type="checkbox"/> Mission and Strategic Plan with Explicit Birth through Grade 3 Goals: Proposals will include a birth through Grade 3 focus as a key component of the school district's strategic plan. <input checked="" type="checkbox"/> External Evaluation: We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.			
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 500 words or less in the space below. The Omaha Public Schools serves one sixth of all learners in the state of Nebraska, with 51,766 PreK-12th grade students. 72.7% of our families are eligible for educational benefits. This project consists of two distinct opportunities. The first opportunity will directly serve 3,766 fifth grade students through an immersive learning experience at the Luminarium, combining literacy and science. Currently, schools only engage in immersive learning experiences if their budget allows for it. This would provide a consistent experience based learning opportunity for all fifth graders. The second opportunity will serve all of our 11,500 fourth through sixth grade students with a literacy screener and artificial intelligence based tutor, Amira. Amira is an expansion of the OPS focus on early literacy and is currently used to support K-3 grade learners.		
Contact Information			
Name and Title:	Donna Dobson		
School District:	Omaha Public Schools		
Email:	donna.dobson@ops.org		
Phone:	531-289-9459		
Street Address:	3215 Cuming Street		
City, State and ZIP Code:	Omaha, NE 68131		

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). Write a needs statement for each building.

Please report using Attachment A.

2. Principle: Program Design

a. Evidence Based Research:

Staff Intervention: Briefly describe and cite the scientific research model that provides evidence that 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 limited if prior experience is listed in 2b.

Student Intervention: Briefly describe and cite the scientific research model that provides evidence that 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. This section may be limited if prior experience is listed in 2b.

1. Field trips contribute to students' social and emotional growth. By exposing students to new environments, these trips encourage collaboration, teamwork, and socialization. They also provide opportunities for students to develop skills such as independence, problem-solving, and adaptability. (American Institutes for Research, 2005).
2. Field trips can spark long-term interests in certain fields or careers. A study published in the Journal of Educational Psychology noted that students who participated in STEH-related field trips were more likely to express an interest in science-related careers. These experiences broaden students' horizons and encourage them to think beyond traditional classroom settings. (Behrendt, M., & Franklin, T., 2014).
3. Experiential learning, which includes field trips, has been linked to better academic performance. According to research by the National Education Association (NEA), students who participate in experiential learning activities, such as field trips, tend to perform better in subjects like science and social studies. These trips provide a tangible context to abstract concepts, making learning more meaningful. (National Education Association (NEA), 2016).

b. Evidence of Program Outcomes: Have you implemented this program or a similar intervention in the past? If so, please be sure to report the following information.

- o *What strategies is your program using to support teachers' and other staff members' continuous improvement in these key teaching/learning interactions?*
- o *What strategies is your program using to support the student's academic outcome?*
Please include data pertaining to support these strategies.

This is a new program for the Omaha Public Schools.

c. Strong Personalized Learning: Provide a brief overview and describe how the program will personalize learning for the individual teacher to the fullest extent possible, providing 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.

Staff from the Luminarium will be available to provide professional learning for all 5th grade Omaha Public Schools teachers. Teachers and Luminarium staff will connect the experiences directly to Nebraska State Standards and support learning through literacy based practices including writing, reading, listening, and speaking. Our representatives from Amira will also be providing training and ongoing support to teachers, students, and district staff. Students will receive customized tutoring support provided by Amira to meet their individual needs (personalized learning).

d. Standards and Objectives: Describe how the program will provide targeted and intentional support to either the staff or student.

- 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 or support staff receive intensive coaching or support?
- How will you decide which students receive the intervention/support?
- How will you measure the impact of the intervention or support provided?
- How will you measure the impact of the student outcome?

Experiential Learning at the Luminarium:

What is the intensity of the program (i.e. duration, frequency) and how do you know this dosage is effective? Pre-teaching will occur in the classroom, students will attend one visit to the Luminarium, and learning will be extended through literacy best practices after the visit.

How will you decide which teachers or support staff receive intensive coaching or support? All 5th grade teachers will receive support.

How will you decide which students receive the intervention/support? All 5th grade students will receive support.

How will you measure the impact of the intervention or support provided? Teacher feedback.

How will you measure the impact of the student outcome? Writing samples will be used to evaluate the impact of the experience.

Amira:

What is the intensity of the program (i.e. duration, frequency) and how do you know this dosage is effective? The screener occurs 3 times a year and students will receive personalized support as needed.

How will you decide which teachers or support staff receive intensive coaching or support? All 4th-6th grade staff.

How will you decide which students receive the intervention/support? All 4th-6th students will take the screener, support will be personalized to those students needing additional support.

How will you measure the impact of the intervention or support provided? Amira usage reports.

How will you measure the impact of the student outcome? Amira data reports.

e. Staff Protocols for Teachers or staff: Describe the protocol process agreed upon with each school served to decide how teachers/staff are identified to participate.

All 4th through 6th grade teachers will benefit from this proposal.

f. Staff Coordination: Describe how you will provide dedicated staff time to ensure the fidelity of the program?

Omaha Public Schools Teaching and Learning Consultants and Coordinators will help with training, support, and coaching to ensure success of the program. Staff from the Luminarium and Amira will also be available to support district staff and students.

3. Principle: Knowledge Transfer

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

We are always ready and willing to network and share best practices.

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

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5. Principle: Statement of Assurances

Assurances: 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; 2027/2028; 2028/2029 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.
- 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.
- We will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.
- We will submit parent, teacher, and/or surveys (as applicable) within 60 days of program completion.

Attachment A
Subcouncil: 1-5
Program Type: Extended Learning
School District: Omaha Public Schools

School	4 th	5 th	6 th
Adams Elementary	45	40	
Ashland Park-Robbins	105	112	
Bancroft Elementary	74	93	
Beals Elementary	41	37	35
Belle Ryan Elementary	31	23	30
Belvedere Elementary	62	47	
Benson West Elementary	44	37	
Boyd Elementary	81	85	
Castelar Elementary	97	88	
Catlin Arts Magnet	23	13	
Central Park Elementary	36	41	
Chandler View Elementary	53	49	
Columbian Elementary	40	44	
Conestoga Elementary	34	40	29
Crestridge International Studies	61	67	
Dodge Elementary	69	75	
Druid Hill Elementary	51	46	
Dundee Elementary	76	69	66
Edison Elementary	52	50	
Edward Babe Gomez Heritage Elem	103	122	
Field Club Elementary	90	99	
Florence Elementary	41	43	
Fontenelle Elementary	75	68	
Forest Station Elementary	56	59	
Franklin Elementary	30	42	21
Fullerton Magnet Center	87	86	
Gateway Elementary	120	128	
Gifford Park Elementary	54	42	48
Gilder Elementary	69	49	
Harrison Elementary	46	34	31
Hartman Elementary	66	79	
Highland Elementary	54	68	
Indian Hill Elementary	74	75	

Jackson Elementary	42	35	22
Jefferson Elementary	72	62	69
Joslyn Elementary	46	41	
Kellom Elementary	22	24	18
Kennedy Elementary	39	53	
King Elementary	52	38	
Liberty Elementary	93	89	56
Lothrop Magnet	54	70	
Masters Elementary	43	36	
Miller Park Elementary	68	61	
Minne Lusa Elementary	44	49	
Mount View Elementary	45	53	
Oak Valley Elementary	38	33	
Pawnee Elementary	56	53	
Picotte Elementary	53	40	
Pine Elementary	44	54	
Pinewood Elementary	34	30	
Ponca Elementary	22	23	
Prairie Wind Elementary	114	102	
Rose Hill Elementary	48	42	
Saddlebrook Elementary	78	69	
Sherman Elementary	45	40	
Skinner Magnet Center	56	59	
Spring Lake Magnet Center	111	109	
Springville Elementary	63	78	
Standing Bear Elementary	111	81	
Sunny Slope Elementary	58	56	
Wakonda Elementary	47	46	
Walnut Hill Elementary	64	55	53
Washington Elementary	44	43	40
Western Hills Elementary	42	44	40
Wilson Focus School	55	48	43
Total Elementary	3843	3766	601
Beveridge			244
Bluestem			274
Bryan			237
Buffett			334
Davis			240
King Science			206

Lewis and Clark			78
Marrs			352
McMillan			191
Monroe			221
Morton			258
Nathan Hale			230
Norris			269
Other Programs			32
Total Middle School			3,166
GRAND TOTAL: 11,376 students			

ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in-kind)	\$	
Learning Community Request	\$ 350,000	
Total Program Revenue	\$ 350,000	
Program Expenses	Amount	Comment
Salaries & Wages	\$ 0	indicate % FT and % PT here 0
Insurance Benefits	\$ 0	
Transportation Costs	\$ 0 57,284.48	Bus Transportation Costs
Training	\$ 0 24,715.52	Amira Training for teachers
Equipment	\$ 0 230,000.00	Amira Subscription (\$20 per student)
Supplies	\$ 0 38,000 (yr 1)	Science Books for 5th Graders (Year 1 only)
Printing & copying	\$ 0	
Telephone & Internet	\$ 0	
Postage	\$ 0	
Rent & Utilities	\$ 0	
In-Kind	\$ 0	
Other (please specify)	\$ 0 38,000 (yr 2-5)	Admission to the Luminarium (Years 2-5)
Total Program Expenses	\$ 0 350,000	

Total Cost of Program	# of Weeks per Year of Program	# of Teachers in Program	# Program Hours per Week	# Students Impacted
\$350,000				11,500

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (“Agreement”) is entered into as of September 1, 2024 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”) and **Papillion-La Vista School District**, 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, 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;

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; and

WHEREAS, District is willing to offer elementary learning programming in partnership with Learning Community.

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. 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.

c. 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 its Associate Superintendent of Educational Services, and on behalf of Learning Community by its Executive Director (“ELC ED”).

2. Performance Period.

a. The initial term of this Agreement shall be for a period of three (3) years and shall coincide with the timeframe(s) identified on Exhibit "A", unless earlier terminated as provided in this Agreement (the "Initial Term"). At least thirty days prior to termination or expiration of the Initial Term, District shall present on the Program's progress and will have the opportunity to pivot if needed. 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, or as otherwise set forth herein, this Agreement shall automatically renew for an additional two (2)-year term 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.

3. 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.

4. 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 Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The Learning Community's Executive Director, Elementary Learning Centers ("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.

5. 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.

6. Program Funding.

a. With respect to services to be provided during the Initial Term, Learning Community shall provide District with funding for the services performed and costs incurred, whether by District or by a third party contracted by District, related to the Program in a total amount(s) identified on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Program ("Program Amount"). The Program Amount shall be funded in monthly installments over the course of the Initial Term and paid in arrears pursuant to statements submitted to the Learning Community for costs incurred and services rendered by District during the previous calendar month, which shall be itemized and include the budgeted category for each item (as appropriate). Such statements shall be provided to the Learning Community on or before the tenth (10th) calendar day of the month following the month to which such statement applies. Upon the written request of Learning Community, District shall provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements within fifteen (15) days of request. The Learning Community has the sole discretion to approve an expense or request a refund of an impermissible expense based on submitted documentation. District has the right to request a reconsideration of a disallowed expense through the Learning Community's CEO. The Learning Community shall make

payments pursuant to approved statements/invoices within thirty (30) days of The Learning Community's receipt of such approved statements/invoices. The Learning Community will reconcile all statements/invoices for contracted services for the Program to an already approved budget by expense category. The Learning Community will complete a randomized audit of no less than 10% of each category per year. Depending on the expense, this could occur at one time. If an audit uncovers Program Amounts paid to District are deemed to be inappropriate, the Learning Community can request such Program Amounts be returned to the Learning Community within ninety (90) days of such request. The Learning Community can charge interest on such Program Amounts at a rate of the lesser of 5% per year or the highest rate allowed by applicable law, at the discretion of the Learning Community. Such interest can be charged if such Program Amounts are not returned within such ninety (90) day period. The interest charge begins on the day of the fund return request.

b. If, upon completion of a fiscal year of the Term, or termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month of the applicable fiscal year during which services were performed for the Program, Learning Community has, after application of all payments made pursuant to Section 6.a, made payments to District which exceed the total amount due and owing to District in accordance with Exhibit A for a given fiscal year, District shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred for such fiscal year. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that District does not incur expenses during a given fiscal year of the Term for the Program equaling the Program Amount approved for such fiscal year, as applicable, any unused Program Amount not used by District for such fiscal year will not carry over to any subsequent fiscal year during the Term; provided that if there are carry over funds from the first fiscal year of the Term, then the parties may agree to amend this Agreement to incorporate such carryover funds into the Program Amounts for fiscal year two of the Term if District provides Learning Community notice of such potential carryover amount at least three months prior to the end of the first fiscal year of the Term.

c. The amount(s) to be paid by Learning Community as provided under Sections 6.a and 6.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 6.a and 6.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 10 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 the District, Learning Community will pay to District within thirty (30) days of submission by the District to the 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.

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

7. Reporting.

a. During the Term of this Agreement, District shall prepare and submit to the Learning Community information regarding Program activity, including the following: (i) for each fiscal year during the Term, an evaluation plan approved by Learning Community in agreement with District and the Evaluator (as defined below), to be attached hereto as part of Exhibit A once agreed upon; (ii) a report each semester that describe at an aggregate level, the number of students served, the services provided and the outcomes achieved by the Program; and (iii) other reports as requested by Learning Community, and agreed upon between District and Learning Community. District agrees to meet yearly with Learning Community to review the evaluation plan to ensure it is on track.

All reports required pursuant to this Section shall be submitted to the Executive Director of the Learning Community within thirty (30) days after the last day of the fiscal quarter for which such report is required.

At the request of the Learning Community, at least once a semester during the Term, District shall prepare a semester report on the Program results and learnings from such semester, and make a live presentation of such Program results and learnings to the full Learning Community council.

b. Within 60 days of the termination of the Program or expiration of the Initial Term, whichever occurs first, and within 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.

c. Within 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. Said Report shall be submitted to the ELC ED.

8. 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 8.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than 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. Learning Community has the right to withhold payments under this Agreement until such insurance requirements are satisfied to the reasonable satisfaction of Learning Community. 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 the 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 the 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.

9. 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

10. 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.

11. 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. For the avoidance of doubt, in the event of the termination of this Agreement by Learning Community, notwithstanding any other provisions in this Agreement to the contrary, Learning Community shall have no further obligation to make any payments to District from and after the date of termination except for costs incurred and services provided in accordance with this Agreement prior to the termination date of this Agreement.

At least sixty (60) days prior to completion of the Initial Term, District shall present to the Learning Community's council the Program's progress, results, and lessons learned. If District fails to provide such presentation then, notwithstanding anything to the contrary in this Agreement or elsewhere, this Agreement and the funding for the Extended Term of the Program shall automatically terminate upon the completion of the Initial Term.

12. 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. Andrew Rikli, Superintendent
Papillion-La Vista School District
420 S. Washington Street
Papillion, Nebraska 68046
FAX: (402) 537-6216

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.

13. 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.

14. 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.

15. Non-Discrimination. The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement pursuant to Section 11 hereof.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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 November 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.

24. Subcontracting. District 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 District of any of its obligations or liabilities hereunder. District shall cause all of its subcontractors to comply with all of District's obligations under this Agreement. District shall remain fully responsible for the acts and omissions of its subcontractors, including maintaining appropriate insurance to cover such acts and omissions.

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.


Papillion-La Vista School District, a Nebraska political subdivision

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

By: _____

Its: _____

Date: _____

By: 

Its: Gerald M. Kuhn, II

Date: November 18, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (DI 2.0)

Exhibit "A"

Elementary Learning Center

Programming Description & Budget



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

District Initiatives 2.0 Proposals

Electronic File Name:	Proposal 2024/2025 – 2028/2029_LearningCommunity_PLCS		
School District:	Papillion La Vista Community Schools		
Program Name:	Early Literacy Project		
Program Category	<input checked="" type="checkbox"/> Early Childhood aligned with Action Plan (Superintendent's Early Childhood Plan) <input checked="" type="checkbox"/> Early Literacy Intervention <input type="checkbox"/> Extended Learning <input type="checkbox"/> Family Engagement <input checked="" type="checkbox"/> Instructional Coaching <input checked="" type="checkbox"/> Jumpstart to KG <input type="checkbox"/> Attendance Intervention		
Amount Requested:	\$389,412.08		
Sub council: (choose those that apply)	<input type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input checked="" type="checkbox"/> #6		
Program Start Date:	August 2024	Program End Date:	July 2029
Total Cost of Program:	\$ (Attachment B)		
By checking the box, the district agrees to the following:			
<input checked="" type="checkbox"/> Mission and Strategic Plan with Explicit Birth through Grade 3 Goals: Proposals will include a birth through Grade 3 focus as a key component of the school district's strategic plan. <input checked="" type="checkbox"/> External Evaluation: We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.			
Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.	<p>PLCS is committed to a strong foundational literacy program for all students. Recognizing that early literacy is crucial for all students to be successful, we plan to utilize the Learning Community Plan to implement a multiple phase literacy project.</p> <p><i>Phase I:</i></p> <p>To add a new position of an Early Literacy Coordinator/Coach to facilitate multiple supports for all 16 elementary buildings, PreK-6th with a focus on our highest need population in our Title I Buildings. This position would ensure:</p> <ul style="list-style-type: none"> Professional development for all certified teachers in evidence based reading instruction. PD would include a comprehensive approach to literacy instruction grounded in the science of reading. Support the selection and evaluation of literacy interventions. 		

	<ul style="list-style-type: none"> • Oversee Jumpstart to Kindergarten program. • Manage IRIPs and intervention support systems. • Manage the PLCS Early Literacy Project. <p><i>Phase II: Support Positions</i></p> <ul style="list-style-type: none"> • Attendance Interventionist: A new position, it would be a social worker, that will focus on support and intervention to address chronic absenteeism, and build strong consistent habits with families of students in the PK-3 as a proactive intervention. • Additional Literacy/Intervention Support Assistant (s): Dollars would be allocated to add up to 3 additional teachers (total) assigned to our buildings identified with high poverty status (Title I). These teaching positions would be used to provide extra support in classrooms as needed for whole group or small group instruction. They would also be utilized for interventions for students in Tier I & II. These teachers would be trained in the comprehensive approach to literacy instruction grounded in the science of reading, and interventions <p><i>Phase III: Resources</i></p> <ul style="list-style-type: none"> • Progress Monitoring Software: This software can be used to track progress of interventions to ensure that students are making progress and meeting the need of the learning deficit. The district has only been able to cover the purchase of this software for students that have an IEP. These dollars would be used to purchase this software for students without an IEP that are needing intervention support. • Professional Development for all elementary staff in the comprehensive approach to literacy instruction grounded in the science of reading, and interventions.
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Contact Information	
Name and Title:	Shureen Seery, Asst. Supt. of Curriculum, Instruction & Assessment
School District:	Papillion La Vista Community Schools
Email:	shureen.seery@plcschools.org
Phone:	402-537-6219
Street Address:	420 S. Washington St.
City, State and ZIP Code:	Papillon, NE 68046

1. Principle: Educational Need (Attachment A)
<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). Write a needs statement for each building.</p>
<p>Please report using Attachment A.</p>

2. Principle: Program Design

a. Evidence Based Research:

Staff Intervention: Briefly describe and cite the scientific research model that provides evidence that 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 limited if prior experience is listed in 2b.

Student Intervention: Briefly describe and cite the scientific research model that provides evidence that 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. This section may be limited if prior experience is listed in 2b.

Visible Learning: The Sequel (J. Hattie, 2023) - 0.4 or higher has a positive effect that can accelerate student learning

- In his study *Visible Learning*, Hattie ranked 138 influences on learning outcomes and found that progress monitoring and formative evaluation had the third largest effect size - 0.9
- According to John Hattie's research, the effect size of Response to Intervention (RTI) is 1.29 when done well. This means that RTI can help students who are behind catch up and ensure that all students are learning at or above grade level.
- A positive school climate, where students feel safe, respected, and included, is strongly linked to better attendance and academic performance. (school climate effects according to Hattie 0.53)
- Key points from Hattie's research regarding the Science of Reading (0.7):

High impact of phonics:

Hattie's research consistently ranks explicit phonics instruction as a high-effect size (0.7) practice, meaning it has a substantial positive impact on student reading ability.

Phonological awareness is crucial:

Teaching students to recognize and manipulate sounds in words (phonemic awareness) is fundamental to reading development and is strongly supported by Hattie's findings.

Fluency matters:

Beyond decoding, Hattie emphasizes the importance of reading fluency, which includes accurate and automatic word recognition, as a key component of successful reading.

- The National Reading Panel (NRP, 2000) solidified the importance of explicitly teaching the five pillars of reading – Phonological Awareness, Phonics, Vocabulary, Oral Reading Fluency, and Comprehension - the foundations of the Science of Reading.

b. Evidence of Program Outcomes: Have you implemented this program or a similar intervention in the past? If so, please be sure to report the following information.

- o *What strategies is your program using to support teachers' and other staff members' continuous improvement in these key teaching/learning interactions?*
- o *What strategies is your program using to support the student's academic outcome? Please include data pertaining to support these strategies.*

No, we have not implemented the Early Literacy Project yet.

c. Strong Personalized Learning: Provide a brief overview and describe how the program will personalize learning for the individual teacher to the fullest extent possible, providing 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.

The program will provide a tailored professional development experience for teachers, emphasizing personalized learning and research-based instructional strategies that align with their specific needs and the needs of their students.

1. **Needs Assessment:** We will start with a comprehensive assessment to identify each teacher's strengths, areas for growth, and the specific needs of their students. This could involve surveys, classroom observations, and student performance data.
2. **Customized Learning Pathways:** Based on the assessment, teachers will build personalized learning pathways. These pathways will include targeted modules that address specific instructional strategies, such as differentiated instruction, formative assessment techniques, and Marzano strategies.
3. **Research-Based Strategies:** Each module will be grounded in current educational research, ensuring that strategies are effective and evidence-based. This could include approaches like collaborative learning, project-based learning, and the use of technology to enhance student engagement.
4. **Ongoing Support and Resources:** Teachers will have access to resources such as personalized learning, articles, and instructional videos, alongside opportunities for collaborative planning sessions with peers (PLCs). This ongoing support will encourage the practical application of learned strategies.
5. **Feedback and Reflection:** Regular feedback sessions will be incorporated, allowing teachers to reflect on their practice and the effectiveness of implemented strategies. This iterative process will help refine their approach and ensure continuous improvement.

d. Standards and Objectives: Describe how the program will provide targeted and intentional support to either the staff or student.

- 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 or support staff receive intensive coaching or support?
- How will you decide which students receive the intervention/support?
- How will you measure the impact of the intervention or support provided?
- How will you measure the impact of the student outcome?

<p>All staff at Title I buildings and preschool classrooms will participate in the Early Literacy Project. Students will be identified based on screener data and identified needs (PLCS IIP Process) Interventions will be measured using the progress monitoring software, MAP Growth, formative assessment and summative assessment.</p>
<p>e. Staff Protocols for Teachers or staff: Describe the protocol process agreed upon with each school served to decide how teachers/staff are identified to participate.</p>
<p>All staff at Title I buildings and preschool classrooms will participate in the Early Literacy Project.</p>
<p>f. Staff Coordination: Describe how you will provide dedicated staff time to ensure the fidelity of the program?</p>
<p>District systems are already in place (ie. professional development days built into the calendar, weekly scheduled PLC meetings, instructional coaching).</p>
<p>3. Principle: Knowledge Transfer</p>
<p>Knowledge Transfer: To what extent would you be willing to network in sharing best practices and results with other providers?</p>
<p>Papillion La Vista Community Schools would be fully committed to networking for the purpose of sharing best practices and results with others as well as learning from other's experiences.</p>
<p>4. Principle: Justified Budget for Program Support – Attachment B</p>
<p>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.</p>
<p><i>Please complete Attachment B</i></p>

<p>5. Principle: Statement of Assurances</p>
<p>Assurances: 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; 2027/2028; 2028/2029 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.</p>

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. • 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.
- We will fully participate in an external evaluation by ICPE-Munroe Meyer Institute. • 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.

Andrew J. Rikli, Ed.D.

October 16, 2024

Superintendent Signature

Date

ATTACHMENT A

Subcouncil: #6

Program Type: Early Literacy Project

School District: Papillon La Vista Community Schools

Building(s) Served (please include highest to lowest priority)	Needs Statement for each building. Data may include student demographics, performance, and unique needs.
La Vista West Elementary + PreK	Title I building, 66% F/R, ELA 46% Proficient, Math 36% Proficient, 310 Students, Percent of students absent 20 days or more: 8%.
Parkview Heights Elementary + PreK	Title I building, 50% F/R, ELA 50% Proficient, Math 55% Proficient, 426 Students, Percent of students absent 20 days or more: 9%.
G. Stanley Hall Elementary + PreK	Title I building, 49 % F/R, ELA 53% Proficient, Math 51% Proficient, 409 Students, Percent of students absent 20 days or more: 10%.
Golden Hills Elementary + PreK	Title I building, 54% F/R, ELA 57% Proficient, Math 50% Proficient, 260 Students, Percent of students absent 20 days or more: 9%.
Carriage Hill Elementary + PreK	Title I building 39% F/R, ELA 58% Proficient, Math 59% Proficient, 383 Students, Percent of students absent 20 days or more: 6%.
Walnut Creek PreK	Preschool
Rumsey Station Elem + PreK	Preschool
Ashbury Elem + PreK	Preschool
PLECC Preschool Classrooms	Preschool

ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in kind)	See district budget	Examples: \$2.2 Million in new ELA materials, \$1.5 Million in elementary instructional coaches, \$125,000 on K-2 MAP Growth
Learning Community Request	\$ 389,412.08	
Total Program Revenue		
Program Expenses	Amount	Comment
100 - Salaries & Wages	\$ 70,000 (SW) \$ 70,000 (Coach) \$105,000 (Flex Teachers)	Social Worker 1.0 FTE Coach 1.0 FTE Teacher/Interventionist 3.0 FTE
200 - Insurance Benefits	\$30,000 (SW) \$30,000 (Coach) \$45,000 (Flex Teachers)	Social Worker 1.0 FTE Coach 1.0 FTE Teacher/Interventionist 3.0 FTE
300-Training	\$29,412.08	Science of Reading
600 - Supplies	\$10,000	Progress Monitoring Software
Total Program Expenses	\$ 389,412.08	

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (“Agreement”) is entered into as of September 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, 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;

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; and

WHEREAS, District is willing to offer elementary learning programming in partnership with Learning Community.

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. 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.

c. 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 its Associate Superintendent of Educational Services, and on behalf of Learning Community by its Executive Director ("ELC ED").

2. Performance Period.

a. The initial term of this Agreement shall be for a period of three (3) years 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, or as otherwise set forth herein, this Agreement shall automatically renew for an additional two (2)-year term 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.

3. 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.

4. 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 Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The Learning Community's Executive Director, Elementary Learning Centers ("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.

5. 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.

6. Program Funding.

a. With respect to services to be provided during the Initial Term, Learning Community shall provide District with funding for the services performed and costs incurred, whether by District or by a third party contracted by District, related to the Program in a total amount(s) identified on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Program ("Program Amount"). The Program Amount shall be funded in monthly installments over the course of the Initial Term and paid in arrears pursuant to statements submitted to the Learning Community for costs incurred and services rendered by District during the previous calendar month, which shall be itemized and include the budgeted category for each item (as appropriate). Such statements shall be provided to the Learning Community on or before the tenth (10th) calendar day of the month following the month to which such statement applies. Upon the written request of Learning Community, District shall provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements within fifteen (15) days of request. The Learning Community has the sole discretion to approve an expense or request a refund of an impermissible expense based on submitted documentation. District has the right to request a reconsideration of a disallowed expense through the Learning Community's CEO. The Learning Community shall make payments pursuant to approved statements/invoices within thirty (30) days of The Learning Community's receipt of such approved statements/invoices. The Learning Community will reconcile all statements/invoices for contracted

services for the Program to an already approved budget by expense category. The Learning Community will complete a randomized audit of no less than 10% of each category per year. Depending on the expense, this could occur at one time. If an audit uncovers Program Amounts paid to District are deemed to be inappropriate, the Learning Community can request such Program Amounts be returned to the Learning Community within ninety (90) days of such request. The Learning Community can charge interest on such Program Amounts at a rate of the lesser of 5% per year or the highest rate allowed by applicable law, at the discretion of the Learning Community. Such interest can be charged if such Program Amounts are not returned within such ninety (90) day period. The interest charge begins on the day of the fund return request.

b. If, upon completion of a fiscal year of the Term, or termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month of the applicable fiscal year during which services were performed for the Program, Learning Community has, after application of all payments made pursuant to Section 6.a, made payments to District which exceed the total amount due and owing to District in accordance with Exhibit A for a given fiscal year, District shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred for such fiscal year. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that District does not incur expenses during a given fiscal year of the Term for the Program equaling the Program Amount approved for such fiscal year, as applicable, any unused Program Amount not used by District for such fiscal year will not carry over to any subsequent fiscal year during the Term.

c. The amount(s) to be paid by Learning Community as provided under Sections 6.a and 6.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 6.a and 6.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 10 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 the District, Learning Community will pay to District within thirty (30) days of submission by the District to the 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.

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

7. Reporting.

a. During the Term of this Agreement, District shall prepare and submit to the Learning Community information regarding Program activity, including the following: (i) for each fiscal year during the Term, an evaluation plan approved by Learning Community in agreement with District and the Evaluator (as defined below), to be attached hereto as part of Exhibit A once agreed upon; (ii) a report each semester that describe at an aggregate level, the number of students served, the services provided and the outcomes achieved by the Program; and (iii) other reports as requested by Learning Community, and agreed upon between District and Learning Community. District agrees to meet yearly with Learning Community to review the evaluation plan to ensure it is on track.

All reports required pursuant to this Section shall be submitted to the Executive Director of the Learning Community within thirty (30) days after the last day of the fiscal quarter for which such report is required.

At the request of the Learning Community, at least once a semester during the Term, District shall prepare a semester report on the Program results and learnings from such semester, and make a live presentation of such Program results and learnings to the full Learning Community council.

b. Within 60 days of the termination of the Program or expiration of the Initial Term, whichever occurs first, and within 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.

c. Within 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. Said Report shall be submitted to the ELC ED.

8. 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 8.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than 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. Learning Community has the right to withhold payments under this Agreement until such insurance requirements are satisfied to the reasonable satisfaction of Learning Community. 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 the 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 the 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.

9. 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

10. 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.

11. 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. For the avoidance of doubt, in the event of the termination of this Agreement by Learning Community, notwithstanding any other provisions in this Agreement to the contrary, Learning Community shall have no further obligation to make any payments to District from and after the date

of termination except for costs incurred and services provided in accordance with this Agreement prior to the termination date of this Agreement.

At least sixty (60) days prior to completion of the Initial Term, District shall present to the Learning Community's council the Program's progress, results, and lessons learned. If District fails to provide such presentation then, notwithstanding anything to the contrary in this Agreement or elsewhere, this Agreement and the funding for the Extended Term of the Program shall automatically terminate upon the completion of the Initial Term.

12. 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.

13. 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.

14. 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.

15. Non-Discrimination. The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The parties agree not to discriminate in its

employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement pursuant to Section 11 hereof.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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 November 15, 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.

24. Subcontracting. District 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 District of any of its obligations or liabilities hereunder. District shall cause all of its subcontractors to comply with all of District's obligations under this Agreement. District shall remain fully responsible for the acts and omissions of its subcontractors, including maintaining appropriate insurance to cover such acts and omissions.

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 - CEO

Date: November 6, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (DI 2.0)

Exhibit "A"

Elementary Learning Center
Programming Description & Budget



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES
District Initiatives 2.0 Proposals

Electronic File Name:				Proposal 2024/2025 – 2028/2029_LearningCommunity_Bennington			
School District:				Bennington Public Schools			
Program Name:				Birth-5 Services/Anchor Pointe Preschool			
Program Category				<input type="checkbox"/> Early Childhood aligned with Action Plan (Superintendent's Early Childhood Plan) <input type="checkbox"/> Early Literacy Intervention <input type="checkbox"/> Extended Learning <input type="checkbox"/> Family Engagement <input checked="" type="checkbox"/> Instructional Coaching <input type="checkbox"/> Jumpstart to KG <input type="checkbox"/> Attendance Intervention			
Amount Requested:				100,000.00			
Sub council: (choose those that apply)				X#1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6			
Program Start Date:		August 2024		Program End Date:		May 2029	
Total Cost of Program:				\$ 108,076.31			
By checking the box, the district agrees to the following:							
<p>X Mission and Strategic Plan with Explicit Birth through Grade 3 Goals: Proposals will include a birth through Grade 3 focus as a key component of the school district's strategic plan.</p> <p>X External Evaluation: We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.</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 500 words or less in the space below.</p> <p>We will be expanding our preschool coaching program at Anchor Pointe Preschool and in our Birth-3 program in Bennington. We will be contracting an Early Childhood Special Education Coordinator through the Educational Service Unit 3 (ESU 3) to provide ongoing coaching and professional development for all three of our preschool teachers, 2 preschool speech-language pathologists, and our Birth-3 Early Childhood Special Education Teacher and Birth-3 speech-language pathologist. Last school year (23-24), we utilized Practice Based Coaching in our preschool program 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 93 students). In addition, our instructional coach from the ESU will provide coaching opportunities for our birth-3 staff, which will impact an additional approximately 30 children. In addition, we are continuing to expand our newly developed</p>			

	elementary behavior coaching program, which supports students in Kindergarten-3rd grade at all of our elementary buildings.
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 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 these services (highest to lowest). Write a needs statement for each building.
Please report using Attachment A.
2. Principle: Program Design
<p>a. Evidence Based Research:</p> <p>Staff Intervention: Briefly describe and cite the scientific research model that provides evidence that 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 limited if prior experience is listed in 2b.</p> <p>Student Intervention: Briefly describe and cite the scientific research model that provides evidence that 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. This section may be limited if prior experience is listed in 2b.</p> <p>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).</p> <p>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..." (NCQTL, 2014).</p>

Information accessed from:

<https://eclkc.ohs.acf.hhs.gov/professional-development/article/practice-based-coaching-pbc> on March 26, 2024.

b. Evidence of Program Outcomes: Have you implemented this program or a similar intervention in the past? If so, please be sure to report the following information.

- o *What strategies is your program using to support teachers' and other staff members' continuous improvement in these key teaching/learning interactions?*
- o *What strategies is your program using to support the student's academic outcome? Please include data pertaining to support these strategies.*

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.

Our behavior intervention/behavior coaching program was established in the 24-25 school year and is currently moving into Year 2 of implementation. The district behavior facilitator utilizes multiple sources of data to demonstrate the impact of this program on student outcomes, including behavior referral data, major/minor data, student support team data, and individual student data.

c. Strong Personalized Learning: Provide a brief overview and describe how the program will personalize learning for the individual teacher to the fullest extent possible, providing 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.

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). In the 24-25 school year, personalized learning will be available in the area of early childhood education for our preschool and Birth-3 teams and in behavior intervention for our Preschool-3rd grade teams.

Information accessed from: <https://eclkc.ohs.acf.hhs.gov/sites/default/files/pdf/abc-handout.pdf> on March 26, 2024

d. Standards and Objectives: Describe how the program will provide targeted and intentional support to either the staff or student.

- 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 or support staff receive intensive coaching or support? • How will you decide which students receive the intervention/support?
- How will you measure the impact of the intervention or support provided?
- How will you measure the impact of the student outcome?

• Intensity of the program- Each preschool teacher participates in two coaching cycles (shared goals and action planning, focused observation, reflection and feedback) per month with the contracted Early Childhood Special Education Coordinator. In the 23-24 school year, each teacher 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. In addition, coaching will be available from the district behavior facilitator and behavior interventionist to support challenging behaviors in the preschool-3rd grade settings in all elementary buildings. This coaching will span Tier I, Tier II, and Tier III supports.

• How will you decide which teachers will receive intensive coaching?- At this time, we have three preschool teachers in our program, and all three teachers will receive instructional coaching. The ratio of teachers to coaches is 3:1 in the preschool setting. As we begin to expand our coaching program to include our Birth-3 staff, we will involve both Birth-3 district staff in this process (one ECSE teacher and one SLP). Behavior coaching is determined based on walkthrough data, student-specific behavior data, and PLC data.

• Description of coaching time: Each preschool teacher participates in two coaching cycles (shared goals and action planning, focused observation, reflection and feedback) per month with the EC Special Education Coordinator from ESU 3. 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. The district Behavior Facilitator and both Behavior Interventionists participate in these professional communities in the preschool and at all of the elementary buildings to support coaching opportunities in the areas of behavior throughout the school year.

• 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 Teaching Strategies GOLD in the areas of social-emotional and early literacy to measure the impact of instructional coaching on classroom instruction in preschool. Behavior outcomes will be tracked through major/minor behavior data, coaching logs, student support team data, and individual student data (e.g. Check-in/Check-out data).

e. Staff Protocols for Teachers or staff: Describe the protocol process agreed upon with each school served to decide how teachers/staff are identified to participate.

- 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 Special Education Coordinator. The district behavior facilitator and interventionists have received additional training in coaching and evidence-based behavior support.
- 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. Our two preschool speech-language pathologists will participate in coaching cycles along with their co-teachers. We will be expanding our coaching to include our two Birth-3 staff as well, and their coaching opportunities will be tailored to meet their needs as home-based service providers. Teachers in grades K-3 will receive coaching opportunities based on various data sources, including (but not limited to) walkthrough data, principal recommendation, student-specific needs, and major/minor behavior referral data.
- What protocols will be in place to ensure a 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 in the 23-24 school year. Our behavior coaching program was implemented in the 24-25 school year, and processes and procedures continue to be developed to support these strong relationships. Our coaches 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? In the preschool setting, 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. In grades K-3, we will also use behavior self-assessments and fidelity checklists to determine the quality of and response to behavior coaching.

<p>f. Staff Coordination: Describe how you will provide dedicated staff time to ensure the fidelity of the program?</p>
<p>Preschool staff have dedicated professional development time every Friday as preschool is not in session on those days. Those Friday professional development opportunities provide dedicated time to engage in professional communities (PLCs, EC Community of Practice with neighboring districts, EC Department Meetings, etc.), complete coaching reflections and debriefs, and plan with the EC Special Education Coordinator. During these professional communities on Fridays, the district behavior facilitator and behavior interventionist will provide support as needed to follow up on any coaching or professional development opportunities. During coaching sessions while preschool is in session, the two speech-language pathologists will provide classroom coverage (along with paraprofessionals) to allow teachers to participate in debriefing.</p> <p>In grades K-3, dedicated time is provided to staff during PLC meetings, SST meetings, and on early release days to participate in the coaching process.</p>
<p>3. Principle: Knowledge Transfer</p>
<p>Knowledge Transfer: To what extent would you be willing to network in sharing best practices and results with other providers?</p>
<p>One of our goals on our Customized Assistance Plan through the Buffett Early Childhood Institute involves increasing engagement and partnership with community-based child care centers and preschools. We hold a preschool advisory committee each year with local area providers and our long-term goal is to begin holding joint professional development opportunities that can be accessed by both our staff and the providers in the community. We are very willing to network in sharing best practices both with other districts in the learning community and with community providers.</p>
<p>4. Principle: Justified Budget for Program Support – Attachment B</p>
<p>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>i.e.</i> 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.</p>
<p>Please complete Attachment B</p>

5. Principle: Statement of Assurances

Assurances: 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; 2027/2028; 2028/2029 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.
- 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.
- We will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.
- 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

9/20/24

Date

ATTACHMENT A

Subcouncil: 1
Program Type: Preschool and Birth-3 Services
School District: Bennington Public Schools

Building(s) Served (please include highest to lowest priority)	Needs Statement for each building. Data may include student demographics, performance, and unique needs.
Anchor Pointe Preschool	AP Preschool serves 3 and 4 year old students with disabilities in a 50/50 model. 50% of students in the preschool have a verified disability and 50% are typically developing peer models. In addition to the students who attend a preschool classroom, the program also serves students in an itinerant model (individual or small group walk-in sessions). Approximately 18% of our students in preschool come from homes where more than one language is spoken. Approximately 13% of the population of BPS as a whole receives free and reduced lunch.
Heritage Elementary	Behavior support for K-3 grades. Demographics: 437 students, 21.84% Free and Reduced Lunch, 20.5% special education, 2.53% English Language Learners.
Bennington Elementary	Behavior support for K-3 grades. Demographics: 373 students, 17.37% Free and Reduced Lunch, 18.8% special education, 1.24% English Language Learners.
Pine Creek Elementary	Behavior support for K-3 grades. Demographics: 556 students, 7.61% Free and Reduced Lunch, 18.7% special education, 1.21% English Language Learners.
Anchor Pointe Elementary	Behavior support for K-3 grades. Demographics: 420 students, 7.58% Free and Reduced Lunch, 19.5% special education, 3.25% English Language Learners.
Stratford Elementary	Behavior support for K-3 grades. Demographics: 376 students, 7.92% Free and Reduced Lunch, 16.9% special education, 2.05% English Language Learners.
BPS Birth-3 Services	BPS Birth-3 providers work with children with verified disabilities from birth until they enter preschool. Services are provided in the home (or other natural environment, such as a child care centers). Currently, approximately 23% of the children that are served in our Birth-3 programming come from homes in which more than one language is spoken.

ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in kind)	\$55,212.79	
Learning Community Request	\$100,000.00	
Total Program Revenue	\$155,212.79	
Program Expenses	Amount	Comment
Salaries & Wages	\$ 112,345.70	.5 FTE Behavior Facilitator- \$42,423.07 .5 FTE Behavior Interventionist- \$34,094.63 .5 FTE Behavior Interventionist- \$35,828.00
Insurance Benefits	\$	
Transportation Costs	\$	
Training	\$	
Equipment	\$	
Supplies	\$	
Printing & copying	\$	
Telephone & Internet	\$	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$42,867.09 (after \$17,632.91 from previous LC district initiative)	Contracted cost to ESU 3 for .5 FTE Early Childhood Special Education Coordinator
Total Program Expenses	\$155,212.79	

Total Cost of Program	# of Weeks per Year of Program	# of Teachers in Program	# Program Hours per Week	# Students Impacted
155,212.79	38-preschool 56- Birth-3	Preschool: 5 Birth-3: 2	26 (preschool) 35.5 (K-3rd)	123 (Birth-5) 1,420 (K-3rd grade in district)

	39- K-3rd grade	K-3rd grade: 74		
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LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (“Agreement”) is entered into as of September 1, 2024 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”), and **Douglas County West 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, 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;

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; and

WHEREAS, District is willing to offer elementary learning programming in partnership with Learning Community.

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. 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.

c. 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 its Associate Superintendent of Educational Services, and on behalf of Learning Community by its Executive Director ("ELC ED").

2. Performance Period.

a. The initial term of this Agreement shall be for a period of three (3) years 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, or as otherwise set forth herein, this Agreement shall automatically renew for an additional two (2)-year term 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.

3. 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.

4. 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 Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The Learning Community's Executive Director, Elementary Learning Centers ("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.

5. 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.

6. Program Funding.

a. With respect to services to be provided during the Initial Term, Learning Community shall provide District with funding for the services performed and costs incurred, whether by District or by a third party contracted by District, related to the Program in a total amount(s) identified on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Program ("Program Amount"). The Program Amount shall be funded in monthly installments over the course of the Initial Term and paid in arrears pursuant to statements submitted to the Learning Community for costs incurred and services rendered by District during the previous calendar month, which shall be itemized and include the budgeted category for each item (as appropriate). Such statements shall be provided to the Learning Community on or before the tenth (10th) calendar day of the month following the month to which such statement applies. Upon the written request of Learning Community, District shall provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements within fifteen (15) days of request. The Learning Community has the sole discretion to approve an expense or request a refund of an impermissible expense based on submitted documentation. District has the right to request a reconsideration of a disallowed expense through the Learning Community's CEO. The Learning Community shall make payments pursuant to approved statements/invoices within thirty (30) days of The Learning Community's receipt of such approved statements/invoices. The Learning Community will reconcile

all statements/invoices for contracted services for the Program to an already approved budget by expense category. The Learning Community will complete a randomized audit of no less than 10% of each category per year. Depending on the expense, this could occur at one time. If an audit uncovers Program Amounts paid to District are deemed to be inappropriate, the Learning Community can request such Program Amounts be returned to the Learning Community within ninety (90) days of such request. The Learning Community can charge interest on such Program Amounts at a rate of the lesser of 5% per year or the highest rate allowed by applicable law, at the discretion of the Learning Community. Such interest can be charged if such Program Amounts are not returned within such ninety (90) day period. The interest charge begins on the day of the fund return request.

b. If, upon completion of a fiscal year of the Term, or termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month of the applicable fiscal year during which services were performed for the Program, Learning Community has, after application of all payments made pursuant to Section 6.a, made payments to District which exceed the total amount due and owing to District in accordance with Exhibit A for a given fiscal year, District shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred for such fiscal year. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that District does not incur expenses during a given fiscal year of the Term for the Program equaling the Program Amount approved for such fiscal year, as applicable, any unused Program Amount not used by District for such fiscal year will not carry over to any subsequent fiscal year during the Term.

c. The amount(s) to be paid by Learning Community as provided under Sections 6.a and 6.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 6.a and 6.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 10 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 the District, Learning Community will pay to District within thirty (30) days of submission by the District to the 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.

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

7. Reporting.

a. During the Term of this Agreement, District shall prepare and submit to the Learning Community information regarding Program activity, including the following: (i) for each fiscal year during the Term, an evaluation plan approved by Learning Community in agreement with District and the Evaluator (as defined below), to be attached hereto as part of Exhibit A once agreed upon; (ii) a report each semester that describe at an aggregate level, the number of students served, the services provided and the outcomes achieved by the Program; and (iii) other reports as requested by Learning Community, and agreed upon between District and Learning Community. District agrees to meet yearly with Learning Community to review the evaluation plan to ensure it is on track.

All reports required pursuant to this Section shall be submitted to the Executive Director of the Learning Community within thirty (30) days after the last day of the fiscal quarter for which such report is required.

At the request of the Learning Community, at least once a semester during the Term, District shall prepare a semester report on the Program results and learnings from such semester, and make a live presentation of such Program results and learnings to the full Learning Community council.

b. Within 60 days of the termination of the Program or expiration of the Initial Term, whichever occurs first, and within 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.

c. Within 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. Said Report shall be submitted to the ELC ED.

8. 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 8.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than 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. Learning Community has the right to withhold payments under this Agreement until such insurance requirements are satisfied to the reasonable satisfaction of Learning Community. 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 the 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 the 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.

9. 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

10. 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.

11. 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. For the avoidance of doubt, in the event of the termination of this Agreement by

Learning Community, notwithstanding any other provisions in this Agreement to the contrary, Learning Community shall have no further obligation to make any payments to District from and after the date of termination except for costs incurred and services provided in accordance with this Agreement prior to the termination date of this Agreement.

At least sixty (60) days prior to completion of the Initial Term, District shall present to the Learning Community's council the Program's progress, results, and lessons learned. If District fails to provide such presentation then, notwithstanding anything to the contrary in this Agreement or elsewhere, this Agreement and the funding for the Extended Term of the Program shall automatically terminate upon the completion of the Initial Term.

12. 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: Melissa Poloncic, Superintendent
Douglas County West Community Schools
401 South Pine Street
Valley, Nebraska 68064
Fax: (402) 359-4371

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.

13. 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.

14. 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.

15. Non-Discrimination. The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the

Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement pursuant to Section 11 hereof.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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 November 15, 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.

24. Subcontracting. District 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 District of any of its obligations or liabilities hereunder. District shall cause all of its subcontractors to comply with all of District's obligations under this Agreement. District shall remain fully responsible for the acts and omissions of its subcontractors, including maintaining appropriate insurance to cover such acts and omissions.

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.

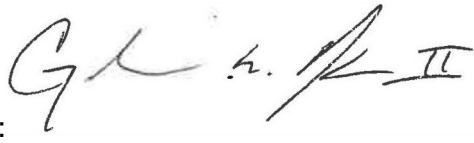
DOUGLAS COUNTY WEST COMMUNITY SCHOOLS, a Nebraska political subdivision

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

By: _____

Its: _____

Date: _____

By: 

Its: Gerald M. Kuhn, II - CEO

Date: November 6, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (DI 2.0)

Exhibit "A"

Elementary Learning Center Programming Description & Budget

Superintendent Date

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

District Initiatives 2.0 Proposals



Electronic File Name:	Proposal 2024/2025 – 2028/2029_LearningCommunity_ DC West		
School District:	DC West Community Schools		
Program Name:	Early Childhood Program Expansion		
Program Category	<input checked="" type="checkbox"/> Early Childhood aligned with Action Plan (Superintendent's Early Childhood Plan) <input type="checkbox"/> Early Literacy Intervention <input type="checkbox"/> Extended Learning <input type="checkbox"/> Family Engagement <input type="checkbox"/> Instructional Coaching <input type="checkbox"/> Jumpstart to KG <input type="checkbox"/> Attendance Intervention		
Amount Requested:	\$100,000		
Sub council: (choose those that apply)	<input checked="" type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6		
Program Start Date:	November 2024	Program End Date:	2029
Total Cost of Program:	\$ 100,000		
By checking the box, the district agrees to the following:			
<input checked="" type="checkbox"/> Mission and Strategic Plan with Explicit Birth through Grade 3 Goals: Proposals will include a birth through Grade 3 focus as a key component of the school district's strategic plan. <input checked="" type="checkbox"/> External Evaluation: We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute.			
Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.	Grant funds will be used to continue to expand the DC West Community Schools Preschool program from two classrooms that each operate separate morning and afternoon sessions of approximately 18 students for four days per week to three classrooms that each operate separate morning and afternoon sessions of 11-20 students for four days per week. Adding an additional morning and afternoon session will allow us to increase our total preschool enrollment capacity from 80 to 120, thus eliminating any students from a waitlist and leaving unserved district 3 & 4 year old students.		
Contact Information			
Name and Title:	Dr. Melissa Poloncic, Superintendent		

School District:	DC West Community Schools
Email:	mpoloncic@dcwest.org
Phone:	402.359.2583
Street Address:	401 S Pine Street, PO Box 378
City, State and ZIP Code:	Valley, NE 68064

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). Write a needs statement for each building.

Please report using Attachment A.

2. Principle: Program Design

a. Evidence Based Research:

Staff Intervention: Briefly describe and cite the scientific research model that provides evidence that 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 limited if prior experience is listed in 2b.

Student Intervention: Briefly describe and cite the scientific research model that provides evidence that 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. This section may be limited if prior experience is listed in 2b.

Our early education program is a hybrid of various partnerships and alignment to local academic achievement standards. Due to the nature of six heterogeneous classrooms, teachers are provided professional development and support in areas to support all students.

DC West actively participates in Planning Region 3 and partners with Early Intervention to locate and provide services to any children who have or are at-risk to have disabilities or developmental delays. As part of PRT 3, we regularly attend Planning Region meetings to discuss ways to find and support children and families and to receive professional development in best practices, resources in the community, and topics related to the development of children. Early Intervention works closely with us to provide Services Coordination and a collaborative partner for our students from Birth-3 and to ensure a smooth transition to preschool at age 3. Through our PRT partnership, we also have built a relationship with NeMTSS to begin exploration and implementation of the Pyramid Model, which includes training and support from NeMTSS for the next several years.

Our partnership with the Early Learning Connection focuses on receiving communication and resources to support families and early childhood development for children in our district. We also have participated in professional development activities facilitated by the Early Learning Connection.

Our district, including our special education department, supports our Early Childhood programming in several key ways. We provide early childhood education staff, currently including two teachers, a part-time speech-language pathologist, an early intervention specialist (home visitor), and five paraeducators. Staff are provided with professional development opportunities through Special Education as well. The district also provides classroom and

outdoor play space and necessary equipment and materials. Finally, we provide vans and drivers to provide transportation to and from school for children with disabilities.

Our district has a long-standing partnership with the Buffett Early Childhood Institute. Support from Buffett has been to provide an instructional coach to work with our teachers to improve student learning and readiness in the areas of literacy, math, and social-emotional development. The Learning Community of Douglas and Sarpy County provides funds for a Home Visitor to support expecting parents and families of young children who may be at-risk for developmental or socioeconomic challenges, and a Family Liaison has also been established to support families of children through age 8.

b. Evidence of Program Outcomes: Have you implemented this program or a similar intervention in the past? If so, please be sure to report the following information.

- o *What strategies is your program using to support teachers' and other staff members' continuous improvement in these key teaching/learning interactions?*
- o *What strategies is your program using to support the student's academic outcome? Please include data pertaining to support these strategies.*

Our team has utilized and analyzed various data sources to inform our planning and measure our results. First, our program outcome data from GOLD indicates that we are making good progress at increasing the rate of growth for our children with disabilities in our program and of helping children achieve typical functioning within age limits across developmental areas by the time they exit our program. Our OSEP Federally Mandated Year-End Report indicated the following:

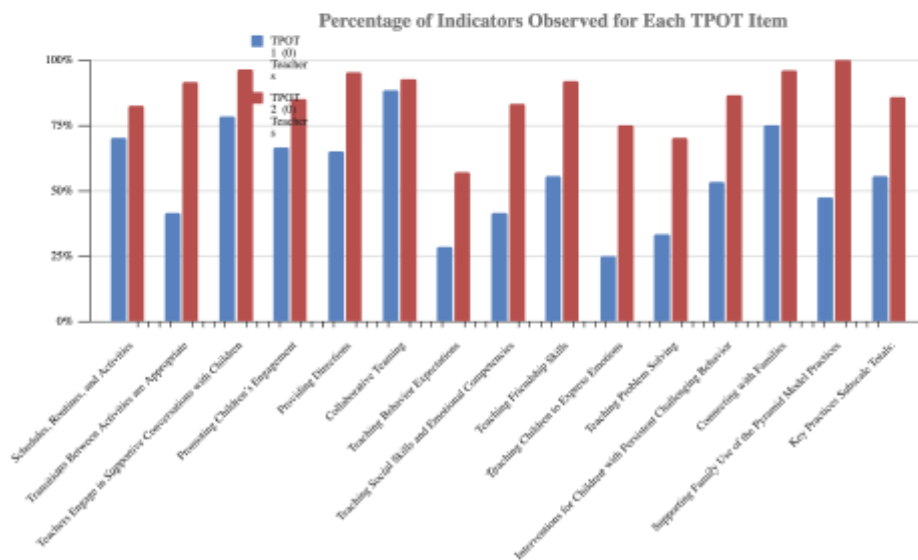
Outcome:	Of those children who entered the program below age expectations in each Outcome, the percent who substantially increased their rate of growth by the time they exited the program.	The percent of children who were functioning within age expectations in each Outcome by the time they exited the program.
Positive social-emotional skills (including social relationships)	63.6	42.9
Acquiring and using knowledge and skills	63.6	57.1
Taking appropriate action to meet needs	45.5	57.1

These results indicate to us that our program is doing pretty well with our current service delivery system. We plan to continue to work on more advanced Pyramid implementation, a GOLD-ELG-Kindergarten Standard Crosswalk and Vertical Mapping session, continued coaching support from Buffett, continued curriculum

review and discussion about curriculum review and adoption, and engaging in additional data digs with our GOLD data to help inform our practices and instruction.

Another data source we considered was our Buffett Family Engagement Survey data. Results from this survey, which was available to all families in grades PK-3, indicated that our parents feel generally very positive that our school staff work closely with parents to make sure children's needs are met. However, they also indicated that they don't always feel they have a great deal of influence on decisions made at the school. For our planning purposes, we are using this data to adjust our preschool parent advisory. Historically, the Advisory has been open to all preschool parents and has been treated more as an information sharing session or parent training session than an Advisory. While we plan on continuing with our open meeting format, we also would like to adjust our practices to develop active members who actively participate in decision making and advising for the program. We look forward to this change for next year.

Our final data source comes from our TPOT observations and Benchmarks of Quality survey. As can be seen from the chart below, we are showing great growth in our implementation of Pyramid Model practices. For planning purposes, this data is informing us to continue on our journey with Pyramid. We will continue working through our classroom practices training series, will continue with our Leadership Team, and will review our Benchmarks of Quality assessment in the fall to determine our focus for growth and professional development this year. Based on these data sources, it is likely that we will focus on teaching behavioral expectations and responding to challenging behavior.



	# of Indicators		
	Not in Place	Partially in Place	In Place
Establish Leadership Team	0	4	3
Staff Buy-In	1	1	0
Family Engagement	1	3	0
Program-Wide Expectations	0	4	3
Professional Development and Staff Support Plan	0	3	4
Procedures for Responding to Challenging Behavior	1	4	2
Monitoring Implementation and Outcomes	6	1	0

We are willing and open to adjusting the evaluation and measurement based upon the needs of this grant.

c. Strong Personalized Learning: Provide a brief overview and describe how the program will personalize learning for the individual teacher to the fullest extent possible, providing 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.

One of our challenges for individual teachers has related to increased challenging behavior and higher levels of needs for our children with disabilities. To address this, we began implementing the Pyramid model, sought out support from the ESU 3 Early Childhood Specialist and from our Buffett coaches, and added school psychologists to our early childhood team. We also implemented more ongoing para training from Buffett and are adding early childhood teachers and paras to our CPI Crisis Prevention and Response teams. We believe these steps are helping and we look forward to continued implementation so all of our children will be more successful behaviorally.

d. Standards and Objectives: Describe how the program will provide targeted and intentional support to either the staff or student.

- 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 or support staff receive intensive coaching or support?
- How will you decide which students receive the intervention/support?
- How will you measure the impact of the intervention or support provided?
- How will you measure the impact of the student outcome?

The following is the current Program Design: Based upon the elements of the early childhood education program guidelines in Rule 11.

Length of the Day

X Part Day (less than 6 hours per session)
3.25 Number of hours per day

Days of programming

X Monday

- X Tuesday
- X Wednesday
- X Thursday
- Friday (Teacher Planning and Collaboration)

Length of program year

X School-Year (9 months)
 ___ 452 ___ Total number of hours per year

Classroom Ratios

___ 6 ___ Number of classroom groups of children
 ___ 18-19 ___ Number of children per classroom group
 ___ 3 ___ Number of staff per classroom group

Program Facility

X Existing site _____
 X Type of facility Public Elementary School

e. Staff Protocols for Teachers or staff: Describe the protocol process agreed upon with each school served to decide how teachers/staff are identified to participate.

Current staffing in place with the NDE grant would continue in order to serve the third classroom.

f. Staff Coordination: Describe how you will provide dedicated staff time to ensure the fidelity of the program?

Teacher candidates for this position must possess Early Childhood Special Education/Inclusive 0-8 certification. Paraeducators must possess at least 12 hours of child development or early childhood education credits, with up to 6 hours granted based on experience. Recruitment efforts for both the teacher and paraeducator positions will clearly identify the requirements for candidates, and the district will verify that the candidates meet the requirements of Rule 11 prior to offering any position to a candidate.

3. Principle: Knowledge Transfer

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

Preschool staff are provided two days per year to work with the entire preschool staff (including paras) for professional development.

Teachers are assigned mentors in the district, with time dedicated at the beginning of the year to work together on program expectations and practices.

Preschool teachers collaborate on Fridays through Professional Learning Communities and planning activities.

Our preschool staff receives instructional coaching from our Instructional Coach through the Buffett Foundation. We also are working on implementing the Pyramid Model for social/emotional/behavioral learning and receive training and coaching from NeMTSS through our involvement in this 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

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5. Principle: Statement of Assurances

Assurances: 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; 2027/2028; 2028/2029 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. • 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.
- We will fully participate in an external evaluation by ICPE-Munroe Meyer Institute. • 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

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ATTACHMENT A

Subcouncil: 1
Program Type: Early Childhood Program Expansion
School District: DC West Community Schools

Building(s) Served (please include highest to lowest priority)	Needs Statement for each building. Data may include student demographics, performance, and unique needs.
DC West Elementary	<p>The proposed service area for this project is within the DC West Community Schools district boundaries, comprising the Valley and Waterloo communities in western Douglas County. Presently, the School District operates a preschool program for resident 3- and 4-year-old children. Previously, the program served approximately 80 students through two morning and two afternoon sessions with several students on the waitlist. The sun setting grant from NDE has allowed the current program to serve 110 students through three morning and three afternoon sessions which each operate for three hours per day, four days per week. Our program serves students with disabilities, students who are At-Risk, and typically-developing model peers in a comprehensive, integrated program. Each classroom is staffed with a certified early childhood teacher and two paraeducators. Speech-language, occupational therapy, physical therapy, vision, and hearing services are also provided on-site to students who qualify for and need such services.</p>

ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in kind)	\$30,000	Classrooms space, classroom setup, paraprofessional support
Learning Community Request	\$100,000	
Total Program Revenue	\$130,000	
Program Expenses	Amount	Comment
Salaries & Wages	\$ 70,000	1.0 FTE Certified Teacher
Insurance Benefits	\$10,500	15% benefits
Transportation Costs	\$	
Training	\$	
Equipment	\$	
Supplies	\$ 19,500	Creative Curriculum Supplies
Printing & copying	\$	
Telephone & Internet	\$	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$	
Total Program Expenses	\$100,000	

Total Cost of Program	# of Weeks per Year of Program	# of Teachers in Program	# Program Hours per Week	# Students Impacted
\$100,000	35	1	13	110

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (“Agreement”) is entered into as of September 1, 2024 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”) and **Elkhorn 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, 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;

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; and

WHEREAS, District is willing to offer elementary learning programming in partnership with Learning Community.

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. 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.

c. 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 its Associate Superintendent of Educational Services, and on behalf of Learning Community by its Executive Director (“ELC ED”).

2. Performance Period.

a. The initial term of this Agreement shall be for a period of three (3) years 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, or as otherwise set forth herein, this Agreement shall automatically renew for an additional two (2)-year term 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.

3. 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.

4. 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 Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The Learning Community's Executive Director, Elementary Learning Centers ("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.

5. 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.

6. Program Funding.

a. With respect to services to be provided during the Initial Term, Learning Community shall provide District with funding for the services performed and costs incurred, whether by District or by a third party contracted by District, related to the Program in a total amount(s) identified on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Program ("Program Amount"). The Program Amount shall be funded in monthly installments over the course of the Initial Term and paid in arrears pursuant to statements submitted to the Learning Community for costs incurred and services rendered by District during the previous calendar month, which shall be itemized and include the budgeted category for each item (as appropriate). Such statements shall be provided to the Learning Community on or before the tenth (10th) calendar day of the month following the month to which such statement applies. Upon the written request of Learning Community, District shall provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements within fifteen (15) days of request. The Learning Community has the sole discretion to approve an expense or request a refund of an impermissible expense based on submitted documentation. District has the right to request a reconsideration of a disallowed expense through the Learning Community's CEO. The Learning Community shall make payments pursuant to approved statements/invoices within thirty (30) days of The Learning Community's receipt of such approved statements/invoices. The Learning Community will reconcile

all statements/invoices for contracted services for the Program to an already approved budget by expense category. The Learning Community will complete a randomized audit of no less than 10% of each category per year. Depending on the expense, this could occur at one time. If an audit uncovers Program Amounts paid to District are deemed to be inappropriate, the Learning Community can request such Program Amounts be returned to the Learning Community within ninety (90) days of such request. The Learning Community can charge interest on such Program Amounts at a rate of the lesser of 5% per year or the highest rate allowed by applicable law, at the discretion of the Learning Community. Such interest can be charged if such Program Amounts are not returned within such ninety (90) day period. The interest charge begins on the day of the fund return request.

b. If, upon completion of a fiscal year of the Term, or termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month of the applicable fiscal year during which services were performed for the Program, Learning Community has, after application of all payments made pursuant to Section 6.a, made payments to District which exceed the total amount due and owing to District in accordance with Exhibit A for a given fiscal year, District shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred for such fiscal year. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement. Notwithstanding anything in this Agreement to the contrary, in the event that District does not incur expenses during a given fiscal year of the Term for the Program equaling the Program Amount approved for such fiscal year, as applicable, any unused Program Amount not used by District for such fiscal year will not carry over to any subsequent fiscal year during the Term.

c. The amount(s) to be paid by Learning Community as provided under Sections 6.a and 6.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 6.a and 6.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 10 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 the District, Learning Community will pay to District within thirty (30) days of submission by the District to the 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.

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

7. Reporting.

a. During the Term of this Agreement, District shall prepare and submit to the Learning Community information regarding Program activity, including the following: (i) for each fiscal year during the Term, an evaluation plan approved by Learning Community in agreement with District and the Evaluator (as defined below), to be attached hereto as part of Exhibit A once agreed upon; (ii) a report each semester that describe at an aggregate level, the number of students served, the services provided and the outcomes achieved by the Program; and (iii) other reports as requested by Learning Community, and agreed upon between District and Learning Community. District agrees to meet yearly with Learning Community to review the evaluation plan to ensure it is on track.

All reports required pursuant to this Section shall be submitted to the Executive Director of the Learning Community within thirty (30) days after the last day of the fiscal quarter for which such report is required.

At the request of the Learning Community, at least once a semester during the Term, District shall prepare a semester report on the Program results and learnings from such semester, and make a live presentation of such Program results and learnings to the full Learning Community council.

b. Within 60 days of the termination of the Program or expiration of the Initial Term, whichever occurs first, and within 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.

c. Within 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. Said Report shall be submitted to the ELC ED.

8. 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 8.b, such site visits shall be scheduled by the ELC ED, or other designated representative of Learning Community, with District not less than 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. Learning Community has the right to withhold payments under this Agreement until such insurance requirements are satisfied to the reasonable satisfaction of Learning Community. 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 the 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 the 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.

9. 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

10. 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.

11. 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. For the avoidance of doubt, in the event of the termination of this Agreement by

Learning Community, notwithstanding any other provisions in this Agreement to the contrary, Learning Community shall have no further obligation to make any payments to District from and after the date of termination except for costs incurred and services provided in accordance with this Agreement prior to the termination date of this Agreement.

At least sixty (60) days prior to completion of the Initial Term, District shall present to the Learning Community's council the Program's progress, results, and lessons learned. If District fails to provide such presentation then, notwithstanding anything to the contrary in this Agreement or elsewhere, this Agreement and the funding for the Extended Term of the Program shall automatically terminate upon the completion of the Initial Term.

12. 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. Bary J. Habrock, Superintendent
Elkhorn Public Schools
20650 Glenn Street
Elkhorn, Nebraska 68022
FAX: (402) 289-2585

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.

13. 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.

14. 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.

15. Non-Discrimination. The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and

the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement pursuant to Section 11 hereof.

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

23. 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 November 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.

24. Subcontracting. District 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 District of any of its obligations or liabilities hereunder. District shall cause all of its subcontractors to comply with all of District's obligations under this Agreement. District shall remain fully responsible for the acts and omissions of its subcontractors, including maintaining appropriate insurance to cover such acts and omissions.

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.


ELKHORN 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 - CEO

Date: October 31, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (DI 2.0)

Exhibit "A"

Elementary Learning Center

Programming Description & Budget

Elkhorn Public Schools and Learning Community of Douglas and Sarpy Counties District Initiatives 2.0 Proposal - Evidence-based Early Literacy Instruction

Summary:

Elkhorn Public Schools plans to utilize the funds allocated by the Learning Community of Douglas and Sarpy Counties to provide professional learning opportunities to support the implementation of evidence-based reading instruction in the district's elementary schools. Literacy instruction is foundational to student success throughout their lifetime. We will impact the learning of all students in our district by providing ongoing professional learning for our teachers to make sure that every student in our district has access to the instructional strategies that have been proven to strengthen literacy learning.

Research Evidence:

Elkhorn Public Schools has been engaged in research around evidence-based instructional strategies in the area of literacy for several years in preparation for the implementation of a new literacy curriculum in the elementary grades in the 2025-26 school year. The members of the elementary language arts curriculum committee are piloting two different series during the first semester of the 2024-25 school year. A decision will be made at the end of the semester and all committee members will be utilizing the selected materials in the spring semester. All elementary language arts curriculum committee members will be actively involved in supporting the implementation of the new materials and will play a part in the implementation of the grant activities described below.

The district has also been researching the best practices around professional learning to maximize the efforts around the implementation of the new materials and evidence-based instructional strategies during the 2025-26 school year. We know that the implementation of evidence-based strategies must include infrastructure around curriculum, professional learning, and leadership to be successful (Woulfin and Gabriel, 2020). We also know that job-embedded and ongoing professional learning is necessary to support teachers as they implement the strategies in their classrooms every day (Darling-Hammond, Hylar, & Gardner, 2017). The district will utilize the standards for effective professional learning from Learning Forward to design, implement, and evaluate the impact of our implementation plan.

Schools and Grades:

Elkhorn plans to provide professional learning opportunities to all elementary classroom teachers and elementary support program teachers (special education teachers, reading support teachers, and English Learner teachers) in all schools starting in the summer of 2025. We will provide focused support to teachers of Kindergarten and Grade 1 students during the 2025-26 school year. In subsequent years, we plan to expand that focused support to our preschool teachers, teachers in grades 2-5, and support teachers in elementary schools.

Professional Learning Plan:

- The money will be used to support the design of a full-day professional learning session during the remainder of the 2024-25 school year. Elementary classroom and support teachers would then be paid to attend a professional learning session in the summer of 2025.
- Grant funds will also be used to build the capacity of teacher leaders in each school. The goal would be to have one teacher from the primary grades (K-2) and one teacher from the upper grades (3-5) plus one special education teacher from each school to serve as that literacy teacher leader who would support ongoing and job-embedded professional learning at each school. These literacy teacher leaders would attend a five-day professional learning institute that focuses on evidence-based instructional practices and instructional coaching practices in the summer of 2025. The teacher leaders would also be paid for their time supporting teachers outside of their regular contract hours during the school year.
- Funds would also be used to develop and deliver professional learning for building principals and instructional facilitators. This professional learning would focus on evidence-based reading instruction and how best to provide support to teachers as they implement these practices in the classroom.
- During the 2025-26 school year, the implementation focus would be on teachers working in Kindergarten and Grade 1. There will be an implementation calendar that identifies topics of focus throughout the year. Ongoing professional learning sessions will be offered at regular intervals to allow teachers to collaborate on the instructional practices related to each topic. Building leaders, district leaders, and literacy teacher leaders will provide ongoing feedback and support to each teacher. Student achievement data, implementation fidelity data, and teacher feedback will be used to plan and implement professional learning opportunities. Teachers will be paid for attending any professional learning outside of the school day.
- Additional grade levels, including preschool teachers will participate in similar professional learning opportunities in subsequent school years. A full day professional learning opportunity will be offered in the summer with the follow-up provided during the school year. We will use the student learning data and teacher and principal feedback to make professional learning adjustments as needed.
- In the final two years of the grant project, we will focus our professional learning opportunities to implementing evidence-based assessment practices in the literacy classroom and utilizing high quality Tier 2 and Tier 3 strategies to support students who have not been successful. We will use a similar model of having a full day workshop for elementary teachers and a five-day institute for school-based literacy teacher leaders in the summer as the foundation for the ongoing and job-embedded professional learning that will take place at both district and school-level meetings during the school year.

Budget Overview:

The salaries included in the budget request are to pay educators for their time to plan and to attend professional learning sessions outside of their regular contracted time. We do not plan to hire any individuals who will complete these tasks as their full job assignment.

Supplies are to pay for materials, including professional literature, that will be utilized during the professional learning sessions. In years four and five of this project, we plan to purchase materials to support Tier 2 and 3 instruction for students who need additional support in literacy. We will select these materials based on the data collected in the first three years of the grant.

Project Goals:

1. Improved literacy skills: Increased number of students meeting grade-level expectations in the area of literacy. This will be measured through assessment scores and district measures.
2. Improved use of research-based instructional practices: Increased use of research-based instructional strategies in all classrooms. This will be measured through teacher feedback, instructional data collection, and building leader feedback.

Measuring Project Goals:

In collaboration with the Learning Community staff, we will finalize a plan for the evaluation of this project. Potential measures that could be used include:

1. Improved literacy skills
 - a. FastBridge literacy assessments (administered 3 times per year)
 - b. FastBridge progress monitoring tools
 - c. District common assessments
2. Improved use of instructional practices
 - a. Survey of teachers relate to their confidence in implementing strategies
 - b. Instructional data collection observations
 - c. Survey of building principals

Implementation Overview:

1. Year One 2024-2025: Planning and delivering professional learning and supporting teacher and building leaders
 - a. Create professional learning and implementation plan
 - b. Support pilot teachers and building principals
 - c. Deliver full day workshop for elementary teachers (summer 2025)
 - d. Deliver five-day literacy institute for literacy teachers leaders (3 per school)
2. Year Two 2025-2026: Ongoing job-embedded professional learning for K-1 teachers
 - a. Schedule of topics and sessions shared with teachers at the beginning of the year

- b. In-person and virtual monthly meetings with teachers about the identified topics led by district staff and school-based literacy teacher leaders
 - c. Coaching conversations with building leaders and literacy teacher leaders on identified topics
 - d. Professional learning sessions at district in-service meetings (September, October, January, March, and April)
 - e. Classroom data collection, teacher surveys, and student learning data collection and analysis
 - f. Full day workshop for preschool teachers and elementary teachers (Summer 2026)
 - g. Deliver five-day literacy institute for literacy teachers leaders (expanding knowledge about literacy instruction and coaching practices)
3. Year Three 2026-2027: Expansion of job-embedded professional learning for preschool and grade 2-3 teachers
- a. Ongoing job-embedded professional learning with a focus on preschool, grade 2, grade 3 teachers, and any new K-1 teachers
 - b. Full day workshop for preschool and elementary teachers (Summer 2027)
 - c. Deliver a five-day literacy institute about best practices regarding the assessment of literacy and utilizing high-quality practices in Tier 2 and Tier 3 literacy instruction for school-based literacy teacher leaders (Summer 2027)
4. Years 2027-2029: Expansion of job-embedded professional learning for grade 4-5 teachers and any other new elementary teachers. Adding professional learning regarding quality assessment practices and Tier 2 and Tier 3 instruction to support students who struggle with literacy.
- a. Ongoing job-embedded professional learning with a focus on grade 4-5 teachers and any new K-1 teachers
 - b. Full day workshop for preschool and elementary teachers (Summer 2028 and 2029)
 - c. Deliver a five-day literacy institute about best practices regarding the assessment of literacy and utilizing high-quality practices in Tier 2 and Tier 3 literacy instruction for school-based literacy teacher leaders (Summer 2028 and 2029)

	2024-2025	2025-2026	2026-2027
Salaries (outside contract) planning/ delivering professional learning	\$40,595	\$52,007	\$52,007
Salaries (outside contract) professional learning participants	\$47,880 (Summer 2025)	\$32,868 (2025-26 school year and Summer 2026)	\$32,868 (2026-27 school year and Summer 2027)
Training for teacher leaders (five day institute)	\$37,800 (Summer 2025)	\$41,400 (adding 4 preschool teachers, Summer 2026)	\$41,400 (Preschool through Grade 5, Summer 2027)
Materials (for professional learning)	\$10,000	\$10,000	\$10,000
Total	\$136,275	\$136,275	\$136,275

	2027-2028	2028-2029
Salaries (outside contract) planning professional learning - assessment best practices, Tier 2 and 3	\$39,875	\$39,875
Salaries (outside contract) professional learning participants	\$30,000 (2027-28 school year and Summer 2028)	\$30,000 (2028-29 school year and Summer 2029)
Training for teacher leaders (five day institute)	\$41,400 (Summer 2028)	\$41,400 (Summer 2029)
Materials (Tier 2 and 3 materials)	\$25,000	\$25,000
Total	\$136,275	\$136,275

LEARNING COMMUNITY CENTER OF SOUTH OMAHA

10/9/24-11/14/24

General Info

- LCCSO held our first staff-participant conferences. The purpose was to share data with parent participants about themselves and their children. Navigators, the Instructional team and the Child Learning team were all involved. After conference discussions with parents, four children were referred to the Early Development Network due to developmental concerns.
- Creighton students were onsite to help parents prepare for OPS parent-teacher conferences.
- LCCSO staff recruited at 12 Sub-5 OPS schools on both days of conferences. More than 70 families showed interest in our program during conferences.
- “Learn More About Healthy Digital Habits for your Family” event at the center provided through support from the Nebraska Academy of Pediatrics and Smart Gen Society.
- We continue to be a host site for individual and group therapy through the Connections program. Unfortunately, the funding from the Connections Program ran out so onsite therapy (individual and group) will be ending soon.
- Center is a Nebraska Diaper Bank host site and we distributed diapers for 96 children last month.
- LCCSO participants were offered free flu shots through OneWorld.
- We are waiting on OPS’ legal team to allow us to continue the process of preparing the rooms at Bancroft for classes. As of December 8th, OPS said they were very close to approval.
- One team member offering “Mindfulness Time” for staff three times a week for 5 minutes.
- Attended the Canopy South’s Early Learning + Elementary Alliance Group meeting
- Signed up participants for a One Stop Cancer Shop event.
- Began a relationship with the Visiting Nurses Association for referrals to their Healthy Families America program for families who qualify.
- Instructional team worked on curriculum development in classes for parents, keeping the mission of the Learning Community front and center.
- MMI staff conducted child evaluations for two weeks onsite.

Center Programming

- Parent/Child Programming
 - ESL for Parents 11 cohorts
 - GED for Parents 2 cohorts
 - Parent Workshops included:
 - OPS 101
 - Mental Health 101 (UNMC)
 - Love & Logic
 - Circle of Security (LCCSO staff and Child Saving Institute)
 - Nurturing Parenting (LCCSO staff)
 - Workforce Development (LCCSO staff)
 - Northstar Computer Basics (LCCSO staff)
 - Trauma and Resilience (Project Harmony)
 - Intro to Finances (Lending Link)
 - Cooking Matters (Whispering Roots)
- Child Learning programming during parent classes
 - Regular programming for children aged 0-5
 - Lil’ Rosies through the Rose Theater twice a month

- Opera Omaha Story Time for preschool classes
- Interactive Parent/Child Programming
 - Home visits are scheduled approximately every three to four weeks
 - College Prep for Families Program on Monday evenings
 - Prime Time Family Reading Time program on Tuesday and Thursday evenings
 - String Sprouts parent/child violin classes
- Community Childcare training/coaching for South Omaha childcare providers
 - 16 childcare provider receiving weekday coaching and Saturday trainings/collaboration meetings

Staff Training

- National Association for the Education of Young Children Conference in California (Director)
- OneWorld's Leadership Growth Series (Managers)
- ESU 3 training on SMART Goalsetting (Navigators)
- Training on best practices in home visiting (Navigators)
- Emergenetics Training (LCCSO staff)

Success Stories

Jessica is a single mother of two children. She said she felt pure joy at the moment of her first child's birth. However, the diagnosis of a neurodevelopmental delay was a turning point in her life. She needed to build community around her because she had no family in Omaha, and she was grateful to find that community at the center.

Jessica's mom passed away when she was 15, so part of her life was spent caring for younger siblings. She said there were things her mother taught her, but others she learned at the center. LCCSO played a significant role in her life, especially in guiding her in better supporting her children.

Jennifer's goal is to obtain a GED and go into the medical field because she wants to give back after all of the support she has received. After joining our College Prep: Family Learning program, she confirmed she wanted to pursue a future medical degree.

She said, "Having a child with special needs is challenging, but being in the right place with the right people feels very supportive, and for me, the center is the right place for me to be."

Submitted by Cely Sebastian, Educational Navigator

At LCCSO conferences, a participant learned from the Child Learning provider that their child is walking around and has a hard time sitting and paying attention to a book and so she made it a goal with her Educational Navigator to work on and set a goal to read more with her child. The Navigator and Child Learning team thought this was a great example of how our program and working interdepartmentally helps support our families.

Submitted by Nicole Partusch, Instructional Manager

LEARNING COMMUNITY CENTER OF NORTH OMAHA

10/1/24 to 11/15/24

General Information

- **New Staff Additions:** Parent University welcomed several new team members: Educational Navigators (EN) Sandra Gijon and Tanyel Johnson, bringing the EN team to four, with three additional hires still needed. Child Learning Specialists (CLS) Melissa Coleman and Marcus Clayton joined the team, and two more, Jessica Park and Mi Cho, will start on November 18, 2024, completing the CLS team.
- **Families Served:** Since July 1, 2024, PU has served 200 families. There are currently 25 families on the waitlist, with many others in the community expressing interest in joining the program.
- **Classes Offered:** Between October 1, 2024, and November 15, 2024, PU offered 21 different classes to parents, focusing on adult education and parenting support.
- **Family PACT Events:**
 - **Halloween Boo Bash:** Designed to provide a safe trick-or-treating experience while educating parents on safety tips, this event had 161 attendees.
 - **Harvest Fest:** Focused on "Learning through Play," helping parents understand the educational value of play with their children, this event saw 232 attendees.
 - **Winter Clothing Distribution:** In partnership with the National Center for Families Learning (NCFL), PU distributed winter clothing to 167 children in the program.
- **Child Learning Space Update:** The Child Learning Space was upgraded with new furniture and equipment to better support the developmental needs of the children.

Staff Training

- None for this time period

Success Stories

With a grant from NCFL, Parent University was able to purchase \$4,000 worth of winter clothing for children in our program. This initiative was a tremendous success, as many families expressed challenges with preparedness and affordability as winter approached. The winter clothing was distributed exclusively to the children of families in the program.



One of our parents joined the program within the past year to attend morning GED classes. She shared that, as a stay-at-home mom, she wanted to do more to support her children and family. Recently, she transitioned to evening GED classes. When asked about the change, she explained that she had secured daytime employment, attributing her success to the skills and confidence she gained through our program. She also expressed how much she has grown alongside her children, thanks to the support provided by Parent University. Her gratitude is evident, as she now attends every event with her children each month.



**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: <i>David Preston, JR.</i>		
Home Address: <i>17665 Potter St.</i>		
Home Phone: <i>402-578-7486</i>	E-mail: <i>David.f.prestonjr@gmail.com</i>	
Business:		
Business Address:		
Business Phone:	Business E-mail:	
Please indicate which Achievement Subcouncil you reside in:		
<input checked="" type="radio"/> Achievement Subcouncil 1	<input 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 type="radio"/> Westside Community Schools
<input checked="" 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: <i>Attached</i>		
How would your experience benefit the Achievement Subcouncil area you reside in and the Learning Community Coordinating Council?		

List any additional qualifications you feel would benefit the Achievement Subcouncil and the Learning Community Coordinating Council: *willing to discuss upon interview*

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.

[Handwritten Signature]

APPLICANT SIGNATURE

PLEASE NOTE: Application needs to be notarized.

STATE OF NEBRASKA)
)
COUNTY OF Douglas)

On this 4 day of November, 2024, before me the undersigned, a Notary Public duly commissioned and qualified in and for the State of Nebraska, personally came, David Preston, 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.

COLETTE R HUGHES
General Notary - State of Nebraska
My Commission Expires Mar 15, 2027

[Handwritten Signature: Colette R Hughes]

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

DAVID PRESTON, JR.

17665 Potter Street | 402-5784-7486 |

David.f.prestonjr@gmail.com

OBJECTIVE

To pursue the Dual Masters Degree program in Public Administration and Criminology & Criminal Justice at the University of Nebraska Omaha.

EXPERIENCE

Omaha Police Department

Employed January 25, 2010 to Current

- Sergeant in the Internal Affairs Unit February 2024 to current
- Promoted to Sergeant October 2022
- Detective for the Gang Intelligence Unit May 2022 to October 2022
- Detective for the Homicide Unit May 2018 to May 2022
- Detective for the Gang Suppression Unit April 2016 to May 2018
- Detective for the Regional Investigations Unit September 2015 to April 2016
- Uniformed Patrol Officer June 2010 to September 2015
- Attended and completed the Omaha Police Departments hiring Academy January 2010 to June 2010

EDUCATION

I will graduate from UNO December 20, 2024, with a BS in Criminology & Criminal Justice.

My cumulative GPA is 3.606.

I currently hold an Associate's Degree from Metro Community College in General Studies.

My cumulative GPS was 2.7.

AWARDS AND ACKNOWLEDGEMENTS

- 2018 I was nominated for Officer of the Year by the Rotary Club of Omaha West
- 2022 I was part of the Homicide Unit when it was awarded the Unit of Excellence Ribbon by Chief Todd Schmaderer.
- During my career I have been awarded numerous letters of recognition for my quick decision making, professionalism demonstrated with citizens and community service efforts.
- I am the current Vice President of the Black Police Officers Association| 2017 to current
- I have worked as a Task Force Officer (TFO) with the FBI
- I am certified Use of Force Instructor for the Omaha Police Department
- Member of Kappa Alpha Psi Fraternity Incorporated 2024 to present
- Member of the Officer Involved Incident Team 2017 to 2018

Rec'd
11/8/24
4:06 PM
CWT

Octavia Dunkin
1081 N. 170th Ter
Omaha, Ne 68118
OctaviaDunkin321@yahoo.com
11/8/24

Hiring Committee
The Learning Community Coordinating Council

Hello,

I am writing to express my interest in the Sub Council member position with the Douglas/Sarpy County Learning Community Coordinating Council. With a strong background in community engagement, financial oversight, and educational support, I am deeply committed to challenging the opportunity gap and fostering environments where all children and families can thrive.

In my role as Financial Secretary and community engagement leader at Church on Purpose, I have developed and implemented initiatives that connect local residents with essential resources while ensuring financial accountability. Additionally, I've led community-driven efforts to provide support and empowerment through mentorship, education, and wellness programs. My experience managing budgets, building partnerships, and collaborating across sectors aligns well with the Council's mission of creating stronger, more inclusive communities.

I am particularly inspired by the Council's dedication to advancing early childhood education, family engagement, and teacher preparation. As a sub council member, I look forward to contributing to meaningful programs that enhance educational opportunities and support the Council's vision of academic success for all children, regardless of their social or economic background.

Thank you for considering my application. I am eager to bring my experience, dedication, and collaborative spirit to the Douglas County Learning Community Coordinating Council. Please feel free to contact me at your convenience to discuss how I might contribute to your impactful work.

Warm regards,
Octavia Dunkin



**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: Octavia Dunkin		
Home Address: 1081 N 170th Ter		
Home Phone: 402-885-3000	E-mail: OctaviaDunkin321@yahoo.com	
Business:		
Business Address:		
Business Phone:	Business E-mail:	
Please Indicate which Achievement Subcouncil you reside in:		
<input checked="" type="radio"/> Achievement Subcouncil 1	<input 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 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 checked="" 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:		
How would your experience benefit the Achievement Subcouncil area you reside in and the Learning Community Coordinating Council?		

Octavia Dunkin
1081 N. 170th Ter
402-885-3000 OctaviaDunkin321@yahoo.com

Community-driven leader with a passion for addressing educational disparities and creating opportunities for children and families. Experienced in fostering partnerships across public education, nonprofit sectors, and community initiatives. Committed to supporting the Learning Community's mission of improving educational outcomes for children and families facing poverty.

Professional Experience

Cornerstone Deliverance Church
Executive Director , June 2014 - April 2024

- Led initiatives to support family and community engagement, particularly focusing on and holistic family support.
- Collaborated with educational and community partners to address barriers to educational access and create equitable learning environments.
- Oversaw programs that targeted opportunity gaps through mentorship, resource accessibility, and community-driven solutions.
- Monitored expenses and identified cost saving opportunities, effectively managing budgets to support sustainability and growth.

Heartland Family Service
Program Coordinator, December 2019 - November 2022

- Developed and implemented community based programs aimed at supporting families and enhancing educational and wellness resources.
- Built relationships with local non-profits, educational institutions, local hospitals and community members to drive inclusive and impactful programs.
- Tracked and reported measurable improvements in engagement and outcomes among participants.

Relevant Community Involvement

- Kindred Healing Collectives: Founder, fostering empowerment and community engagement to address and support youth mentoring and personal growth needs

- **Church on Purpose:** Engage the community through outreach initiatives, strengthening connections and support. Also managing financial records as the financial secretary. Collaborating with church leadership to enhance our impact.

Education

Metro Community College - Behavioral Health
Recipient of the Anna Barber Fund Development

Skills

- **Community Engagement & Partnership Building**
- **Program Development & Implementation**
- **Strategic Planning**
- **Educational Equity Advocacy**
- **Public Speaking & Communication**

References

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~~ ^{Ohio})
)
COUNTY OF Summit)

On this 8th day of November, 2024, before me the undersigned, a Notary Public duly commissioned and qualified in and for the State of Nebraska, personally came, Octavia Dunkin, 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.



CHRIS BURTON
Notary Public
State of Ohio
My Comm. Expires
February 18, 2029

NOTARY PUBLIC, STATE OF NEBRASKA

OH - CB

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