

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

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

This ELEMENTARY LEARNING CENTER PROGRAMMING INTERLOCAL AGREEMENT (“Agreement”) is entered into as of June 7, 2023 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, pursuant to the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801 – 13-827) (the “Act”), public entities are authorized to enter into an agreement for joint or cooperative action so as to make the most efficient use of their powers, and this Agreement is made and entered into pursuant to the Act;

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

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

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

1. Interlocal Agreement. This Agreement is entered into pursuant to the Act. No separate legal entity is created by this Agreement, and no property will be acquired which would need to be disposed of upon termination. This Agreement will be administered on behalf of District by the Associate Superintendent, and on behalf of Learning Community by its Executive Director, Elementary Learning Centers (“ELC ED”).

2. Statement of Work

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

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

3. Performance Period. District will commence work on the Program and conclude such work on a timeframe consistent with the dates identified in the document(s) on Exhibit A ("Program Term"), which date(s) may be extended by mutual written agreement of the parties hereto. Notwithstanding the foregoing, neither party to this Agreement shall hold the other party responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of said party.

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

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

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

7. Program Funding.

a. The Program Amount will be paid in monthly installments over the course of the Initial Term and, if applicable, the Extended Term, and paid in arrears pursuant to statements submitted to Learning Community for costs incurred and services rendered by District during the previous calendar month. Such statements will be provided to Learning Community on or before the fifth (5th) calendar day of the month following the month to which such statement applies, with the first such statement to be received by Learning Community on or before August 5, 2024 (i.e. covering July 2024). Upon the written request of Learning Community, District will provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements. Payment of approved statements (or portion(s) thereof) will be made by Learning Community on or before the twentieth (20th) day of the month following the month in which the applicable services were provided.

b. The final monthly payment will be remitted subsequent to the termination of the Program or expiration of the Extended Term, whichever occurs first, and submission of the final report to Learning Community pursuant to Section 8.b of the Agreement. The final report will include a statement for Program services provided during the Initial Term and, if applicable, the Extended Term, which statement will set forth an itemized listing of expenses actually incurred by District and will be accompanied by documentation substantiating all itemized expenses set forth on such statement. Learning Community will, after review and approval of the statement submitted by District, remit the final monthly payment to District within thirty (30) days after receipt of the final report; provided, however, that the amount remitted in the final monthly payment will not result in

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

c. The amount(s) to be paid by Learning Community as provided under Sections 7.a and 7.b shall constitute the entire amount of funding by Learning Community for the Program. Learning Community shall not be liable for any further costs, including, but not limited to, such items as overhead, social security, pension, employment compensation, taxes, or any other expenses, incurred by District in the performance of the services related to the Program.

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

e. Learning Community reserves the right to withhold or suspend any payment(s) to be made by Learning Community pursuant to this Agreement, or to require a total or partial refund of Learning Community funds, if, as determined by Learning Community in its sole discretion, such action is necessary: (i) because District has not complied with the terms and conditions of this Agreement; (ii) to protect the purposes and objectives of the Program; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, District, or the Program.

f. District expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the date of this Agreement which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) may result in the termination of this Agreement by Learning Community in accordance with Section 12 herein. District further expressly acknowledges and agrees that funding of the Program following the first fiscal year is subject to change due to reallocation of funding within the subcouncils, availability of carryover funds from previous fiscal years, and ultimate approval by Learning Community.

8. Reporting.

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

Scoring System ("CLASS") videos collected by Evaluator will either be returned to District (if submitted via a memory stick or similar data storage device), or destroyed (if submitted electronically via email) once confirmation is made that District has received all CLASS rating reports.

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

9. Obligations of District.

a. District is responsible for administering and conducting the Program in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Program. District acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community. Prior to commencing the Program, District shall have submitted a fully-executed Statement of Assurances regarding the Program to Learning Community with this Agreement.

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

c. Absent express approval from Learning Community, funds provided by Learning Community pursuant to this Agreement shall be accounted for separately in the financial books and records of District. District shall be responsible for establishing and maintaining adequate financial records for the Program, which records shall include a systematic accounting of the receipt and disbursement of Learning Community funds, and shall retain original substantiating documents related to specific expenditures of Learning Community funds and shall make these records available for review by Learning Community, or its designated representatives, upon request. District shall keep all financial records with respect to this Program for at least four (4) years following the year during which the Program Term ended. Learning Community, or a designated representative thereof, reserves the right, upon prior written notice, to audit District's books and records relating to the expenditure of any funds provided by Learning Community related to the Program.

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

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

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

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

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

i. Commercial General Liability Insurance providing coverage to District and naming Learning Community as Additional Insured on a primary and non-contributory basis, including completed operations, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 product and completed operations aggregate, and \$1,000,000 personal and advertising injury. District shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community;

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

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

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

v. Workers' Compensation Insurance covering District and its employees for all costs and statutory benefits and liabilities under the Nebraska Workers Compensation Act and any similar laws for its employees, and Employer's Liability Insurance with limits of not less than \$100,000 each employee injury, \$100,000 each employee disease, and \$500,000 policy limit for all accident injury or disease. District shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community; and

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

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

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

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

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

10. Obligations of Learning Community. Learning Community shall:

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

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

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

a. The Program and use of Learning Community funds will comply with the terms of this Agreement, as well as all applicable laws, rules and regulations applicable to District and the Program.

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

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

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

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

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

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

If to District: Dr. 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.

14. Independent Contractor. The parties hereto are independent contractors in their relationship to one another and are not, by virtue of this Agreement or otherwise, made agents, employees, employers, or joint venturers of one another. Neither party shall have any authority to bind the other party hereto.

15. Indemnification. District covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents, employees and representatives, and their successors and assigns, individually and collectively, (collectively, the "Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of District, its employees or agents in administering the Program as specified in this Agreement, and District further agrees to pay all expenses in defending against any claims made against the Indemnified Parties; provided, however, that District shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Indemnified Parties.

16. Non-Discrimination. The parties to this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, religion, sex, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status.

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

18. Citizenship Verification. District agrees and acknowledges that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. § 4-108 to 4-114, as amended.

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

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

21. Severability. Should any part hereof or any sections of this Agreement be rendered or declared illegal, invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby.

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

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

24. Time is of the Essence. The Parties acknowledge and agree that time is of the essence with respect to the final execution of this Agreement. As such, in the event District fails to provide Learning Community with an executed copy of this Agreement by August 1, 2023, the offer to enter into this Agreement by Learning Community shall automatically expire and become null and void as of such date. At the discretion of Learning Community, this may result in the funding identified in this Agreement being reallocated to other districts within the subcouncil.

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

[Signature page follows]

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


ELKHORN PUBLIC SCHOOLS, a Nebraska political subdivision

BY: 

Its: Superintendent

Date: 6-7-2023

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

BY: 

Its: CEO

Date: June 7, 2023

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT

Exhibit "A"

Elementary Learning Center
Programming Description & Budget

(See Attached)

SUBCOUNCIL 1

Elkhorn Public Schools - Extended Learning / Summer

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES



**Extended Learning Time and Jumpstart to Kindergarten
Program Proposals**

**One Year Agreements
2023/2024**

INSTRUCTIONS

As you will see in the proposal form, our primary focus is providing measurable academic results for young children living in poverty within the 11 school districts served by the Learning Community. For examples of program impact, please review the current evaluation results on our website at: <https://learningcommunityds.org/our-results-measure-impact/>

This year's proposals include programs operating within the August 2023 - August 2024 timeframe. Each Subcouncil will independently review and recommend programs within the appropriate geographic area.

Process & Deadlines: As the Program Agreement Process outlines, Learning Community staff meet directly with districts to discuss proposed ideas for Extended Learning and Jumpstart to Kindergarten Programs. Recommended ideas will then be suggested to the Subcouncils by Learning Community staff. Upon Subcouncil consensus, districts will be asked to complete a formal proposal.

The formal proposal form and attachments must be emailed to jlopez@learningcommunityds.org by **April 30, 2023**. Decisions are anticipated to be confirmed no later than **May 19, 2023**. Once approved, contracts must be signed and emailed to jlopez@learningcommunityds.org no later than **June 30, 2023**. **Please Note:** Unsigned contracts may result in dollars being reallocated to other districts within the Subcouncil.

Eligibility: Learning Community School districts and invited 501(c)(3) organizations are eligible to apply for programming. Non-school organizations must be recommended by the appropriate school district.

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

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

Available Funding: We project the following funding to be available for one-year programming during the 2023/2024 fiscal year, contingent upon the Subcouncil's approval and the Learning Community of Douglas and Sarpy Counties' budget. These amounts are inclusive of funding for Extended Learning and Jumpstart to Kindergarten Programs only and do not reflect existing two-year agreements for Instructional Coaching.

	Available Funding	Confirmed Parties
Subcouncil 1:	\$ 0	Bennington
	\$ 5,454.84	DC West
	\$ 26,540.08	Elkhorn

Subcouncil 4:	\$ 7,416.44	Elkhorn
	\$ 2,597.05	Gretna
Subcouncil 5:	\$ 40,800.00	Completely Kids
Subcouncil 6:	\$ 12,042.53	Gretna
	\$ 71,386.67	Papillion LaVista
	\$ 4,011.59	Springfield Platteview

Requirements: All successful applicants should be open to adjusting their evaluation plan based on feedback from the third-party evaluator and will be asked to collect and partner on student demographic and achievement data (described in the Statement of Assurances section) with the Learning Community's third-party evaluator. An evaluator may request video of teacher-student interactions for programs involving a teaching-learning component, surveys (parent and possibly teacher), as well as student demographic and achievement data. Programs must be able to develop effective methods of monitoring and measuring effectiveness.

Special Note: Information should be completed directly on the attached form. Please note white spaces will expand to accommodate narrative. Current recipients of Learning Community funding (2022/2023) need only fill out specific sections of the application unless there is scope or major design changes. Sections are noted accordingly.

Disclaimer: The Learning Community reserves the right to fund none, all or parts of programs submitted.



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

Extended Learning and Jumpstart to Kindergarten Proposals

PROPOSAL			
Summary			
Electronic File Name:	Proposal2023/2024_LearningCommunity_DistrictName		
School District/Organization Name:	Elkhorn Public Schools		
Program Name:	Elementary Jumpstart to Reading		
Program Category (choose only one)	<input checked="" type="checkbox"/> Extended Learning / Summer <input type="checkbox"/> Jumpstart to Kindergarten <input type="checkbox"/> Extended Learning / School Year		
Amount Requested:			
Subcouncil: (choose only one)	<input checked="" type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input checked="" type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6		
Program Start Date:	July 15, 2024	Program End Date:	August 2, 2024
Please use Attachment B to complete the following fields:		Total Cost of Program:	\$69,805.72
# of Weeks Per Year of Program:	3	# Program Hours Per Week:	12
# of Students in Program:	60	Cost Per Child Per Program Hr:	\$27.69
Supporting Documents:	<input checked="" type="checkbox"/> We agree that by submitting this applicati, we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute. If the applicant is not a school district, you must provide all of the following: <input type="checkbox"/> letter of support from cooperating school district, <input type="checkbox"/> most recent organization audit from your legal, fiscal agent, and <input type="checkbox"/> copies of accreditation or credentials of program staff supporting organizations' ability to deliver the program. <input checked="" type="checkbox"/> On Attachment B, please provide the budget summary and cost-per-child-per-hour.		
Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.	Please limit response to 300 words or less in the space below Elementary Jump Start to Reading is a three-week summer reading program that provides supplemental direct reading instruction prior to the beginning of the school year for qualifying students in grades 1 through 4. Students are invited to participate based on assessment data indicating achievement gaps in the area of reading during the prior school year. The program uses direct instruction and extensive practice to develop the skills needed to become a fluent reader. The Elementary Jump Start to Reading program focuses on the needs of each child and draws from several different research-based curriculum programs. The program is directly aligned with the instruction that is provided during the school year and is staffed by district teachers.		

Contact Information	
Name and Title:	Dr. Jodi Miller
Organization:	Elkhorn Public Schools
Email:	jmiller@epsne.org
Phone:	402-269-2679
Street Address:	20650 Glenn Street
City, State and ZIP Code:	Elkhorn, NE 68022

1. Principle: Educational Need (Attachment A)

1a. **Additional Need = All Programs:** (Completed upon services already in the building, please call the building with the dates needed for the services (dates of hours). Needs statements for needs building need only be filled out if request not already filled out by the building community.

Please report using Attachment A.

2. Principle: Program Design – Student Focus

2a. **Additional Research = New Programs Only:** Briefly describe the additional research that provides evidence the program will help students meet or exceed local academic standards. Include references (for example Jones & Cheva, 1999). References do not count toward word limitations. This section may be more limited if the experience is listed in 2b.

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

2b. **Evidence of Program Outcomes = All Programs:** Has the program recently been evaluated by UNMC Munroe Meyer?

- Yes, all reports are available at the building information on the dLTC/Munroe Meyer website.
- No, please share any data for evaluation or evidence based research that demonstrates promising practice.

The program has been evaluated by UNMC Munroe Meyer.

2c. **Strong Personalized Learning = New Programs Only:** Provide a brief overview and describe how the program will personalize learning for the individual student to the extent possible providing the most appropriate, research-based instructional practices that will work in the real world setting. New programs should demonstrate at least one way of implementing the evidence-based program include references (for example Jones & Cheva, 1999). References do not count toward word limitations.

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

Standards and Objectives – New Programs Only
Detail how the program will operate in a plan for learning in its common core ELA based learning/competency and science program and to the students and school teachers. What is the history of the program, its duration, location, and how do you know it is going effectively? How will the program be monitored to meet the needs of all students? The program should include a minimum plan for what is to be learned, an individualized plan for monitoring what is learned, a report program and a valid program effectiveness plan. No need to go beyond any level of minimum common core or grade level expectations.

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

Enrichment/Engagement Activities – New Programs Only
How will new enrichment or engagement activities be developed? Describe at least 3 enrichment/engagement activities to be included in the program for students to enhance their cognitive development to their children.

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

3. Principle: Program Design – Staff Focus

Staff Protocol – New Programs Only
Describe the protocol process agreed upon with the school to develop a plan for how all staff are identified for participation. How will you determine if teachers and students who are identified for the program are doing the academic year, describe what protocols will be established for communication between the program staff and regular classroom teachers. If the program runs during the summer, describe what protocols will be established for regular teachers to provide a comprehensive write-up of student need with respect to the curriculum objectives at the beginning of the program. Detail below the program staff that will be developed in the process in the program.

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

Staff Compensation – New Programs Only
How will the hourly or annual rate for the extended learning/competency based program time not exceed the rate for a regular full-time teacher? Payment for this time should be placed on the need to fully provide for the personal needs of the staff. No school organizations must demonstrate that the teacher covered the daily operation of the program and is present at least 65% of program time.

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

4. Knowledge Transfer:

Statement of Assurance – All Programs: How do you plan to share what you have learned with other staff in the district? Please provide a response to the following question.

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

Eikhorn will continue to participate in the evaluation process and will share as needed with other programs.

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

Budget Summary/Justification – All Programs: Provide a detailed, itemized budget for each category of program, including all items and expenses from an attached budget. Justify proposed expenditures by providing details to the purpose of the expenditure and justification of the expense (i.e. monthly rate or one-time cost). Program budgets should balance programed materials and related expenses (e.g.). Please also indicate total cost of program, number of weeks of program, number of children and program hours per week.

Please complete Attachment B.

6. Statement of Assurances:

Assurances – All Programs: The applicant understands by submitting this proposal that the applicant assures the Learning Community that they will comply with the assurances and will provide the listed information to ICPE-Munroe Meyer Institute for the 2016/2017 evaluation. The applicant understands that student identifiable data and district level data will be aggregated for the Learning Community and will, therefore, not be publically 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 program proposal within 2 weeks of notification.
- We will provide a final actual budget within 4 weeks of program completion.
- We will not utilize any of the third party evaluation information in teacher performance reviews.
- We will provide student level data to be reported to the external evaluation team linked by NSSRS ID number with key demographic variables (free or reduced lunch, SPED, ELL, gender, race, ethnicity, grade level). Data should be provided within 60 days of program completion.
- We will provide student level data for other key variables (NESAS reading, writing, mathematics and science) and other information that districts systematically collect for K-2. Data should be provided within 60 days of program completion. Bracken School Readiness Assessments will be collected pre and post for Jumpstart to Kindergarten Programs (collected by ICPE-Munroe-Meyer Institute).
- We will use Bracken School Readiness.
- We will provide parent surveys or teacher surveys (if applicable) within 60 days of program completion.

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



Superintendent/Organization Director

5-1-23

Date

ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in-kind)	\$ 23,840.20	
Learning Community Request	\$ 33,956.52	
Total Program Revenue	\$ 57,796.72	
Program Expenses	Amount	Comment
Salaries & Wages	\$ 41981.31	<i>All groups work 3 hours per day</i>
Insurance Benefits	\$ 9215.41	
Transportation Costs	\$	
Training	\$	
Equipment	\$	
Supplies	\$ 1800.00	
Printing & Copying	\$	
Telephone & Internet	\$	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$ 4800.00	Daily snacks for students
Total Program Expenses	\$ 57,796.72	

Total Cost of Program	# of Weeks Per Year of Program	# of Children in Program	# Program Hours Per Week
\$57796.72	3	60	12

