EARLY CHILDHOOD INTERLOCAL AGREEMENT

THIS EARLY CHILDHOOD PARTNERSHIP AGREEMENT ("Agreement") is effective as of September 1, 2023 by and between **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision ("Learning Community"), and **Douglas County School District 0001**, aka the Omaha Public Schools ("OPS") a Nebraska political subdivision. (OPS and Learning Community are occasionally referenced to herein as "Parties" collectively and "Party" individually.)

RECITALS

WHEREAS, since 2014, Learning Community and OPS have partnered to provide resources, programming, and support for early childhood education and for the children, parents, educators, and childcare providers engaged in such education to children within the catchment areas of Kellom Elementary School ("Kellom") and Conestoga Elementary School ("Conestoga");

WHEREAS, in 2016, the Parties expanded their partnership beyond Kellom and Conestoga to include other children physically located within the catchment areas of schools within Subcouncil 2 ("Subcouncil 2") of the Learning Community (the "Expansion Schools"); and

WHEREAS, pursuant to the Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13- 801 – 13-827) (the "Act"), the Parties are authorized to enter into an agreement for joint or cooperative action so as to make the most efficient use of their powers; and

WHEREAS, Learning Community and OPS desire to continue their successful cooperation as set forth in this Agreement.

AGREEMENT

NOW THEREFORE, Learning Community and OPS 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 OPS by its Early Childhood Coordinator, and on behalf of Learning Community by its Executive Director, Elementary Learning Centers.

2. Services of the Parties

a. Throughout the Term of this Agreement, as defined below, OPS shall furnish classroom space, materials and instructional staff, as further described herein, at certain schools within Subcouncil 2 (the "Target Schools"), to provide services pursuant to the requirements of this Agreement and as provided in the attached Program Design and budgets, in certain classrooms ("Participating Classrooms") to serve children, who reside within the boundaries of Subcouncil 2, with priority given to students who are living in the home attendance areas of such schools. The number of three-year old

students receiving early childhood education services pursuant to this Agreement shall be substantially equivalent to the number of four-year old students receiving early childhood education services pursuant to this Agreement.

b. OPS shall provide certified teachers and paraprofessionals who are employed by OPS, who shall devote their full-time instructional services to serving the Participating Classrooms. In addition, OPS will provide the family support services for families of participating students in the Participating Classrooms: (i) at Kellom and Conestoga at the same level as that which is currently provided to such students; and (ii) at the Expansion Schools at the same level it provides to its Headstart classrooms. Staffing levels for family support services will be reviewed by the Parties for each semester of the Term, and staffing adjustments will be made as reasonably necessary, and subject to available funding, as determined by OPS, in consultation with Learning Community. In addition, OPS will provide additional special education teachers and paraprofessionals, as determined appropriate by OPS and subject to OPS funding availability, to work directly and solely with the students Participating Classrooms to support students with disabilities and the regular instructional staff in such classrooms. In addition, OPS will make available school psychology services to assist the teachers in the Participating Classrooms and the parents of the students in such classrooms with strategies to positively support appropriate student behavior.

c. OPS shall employ the following positions during the Term, to improve student outcomes and improve community-wide partnerships between schools, families, and communities: (i) Four Family Support Workers - Responsible for coordinating student & family recruitment and registration for Early Childhood Program; (ii) Four Family Facilitators - Responsible for sustaining the family-school collaboration for birth-3 home visiting and creating family opportunities within the school community; (iii) Four Community Facilitators - Responsible for strengthening access and quality related to early care in neighborhood childcare facilities; and (iv) Four Board Certified Behavior Analysts - Responsible for providing analytic services in supporting students with autism spectrum disorders and/or other behavioral disorders

d. OPS shall employ instructional team coaches as provided in Exhibit B. All instructional team coaches employed through the partnership contemplated by this Agreement will respond to the coaching practices developed through this early childhood partnership and receive support as defined in Section 2.e. below.

e. OPS shall develop and implement a professional support system for the benefit of instructional coaches and teams. Such support system shall include additional professional development time and materials in support of the instructional teams in the Participating Classrooms identified in Section 2.a. above and beyond that which is regularly provided to staff. This shall include at least 11 full school days of additional mandatory professional development time and shall include all full-time teachers and paraprofessionals assigned to the early childhood instructional teams at Kellom and Conestoga. At the Expansion Schools, such professional development will be optional. The professional support system shall also include professional

development activities and additional personnel time for any instructional coaches at the Target Schools who are funded by Learning Community.

f. OPS shall establish a School As Hub that will include the Intensive Early Childhood Staff representatives to identify goals and milestones set by the Intensive Early Childhood team. OPS shall include Learning Community representatives who are involved with the program as active and engaged participants in meetings of the School As Hub, which shall be held at least once a quarter of each school year during the Term.

g. OPS shall consult with Learning Community in the development of the instructional services to be provided in the Participating Classrooms. The State of Nebraska required curriculum and assessment will be used. In addition, instruction will be informed through the use of the Classroom Assessment Scoring System (CLASS) and related professional development will be provided through an established program connected with this assessment.

3. Term and Termination.

a. The initial term of this Agreement shall commence on September 1, 2023, and shall continue for a period of one (1) year unless earlier terminated as provided in this Agreement (the "Initial Term"). This Agreement shall automatically renew for up to two (2) additional one (1) year terms, subject to earlier termination as provided in this Agreement, (each a "Renewal Term") (the Initial Term and Renewal Term(s) collectively referred to as the "Term"), unless either Party provides written notice to the other Party of its intent to allow this Agreement to expire at least thirty (30) days in advance of the natural conclusion of the then current one-year term (whether the Initial Term or a Renewal Term). Notwithstanding the foregoing, neither Party to this Agreement shall hold the other Party responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of said Party.

b. This Agreement may also be terminated prior to the expiration of the Initial Term or Renewal Term by mutual agreement of the Parties or unilaterally by either Party, with or without cause, by giving ninety (90) days advance written notice to the other Party of its election to terminate. Upon termination of the Agreement, OPS shall be entitled to retain all Learning Community payments and all payments from other sources received or to be received to pay OPS for employment costs, services and other expenditures to the extent incurred by OPS on or before the effective date of the termination of the Agreement. Learning Community will pay to OPS, upon termination, any additional amounts necessary to reimburse OPS for any costs incurred by OPS to the date of termination, including the costs of terminating any contracts with vendors or other third parties providing services or materials for the activities contemplated hereunder, that are to be paid from Learning Community funds under the provisions of this Agreement that have not been previously paid. In the event, at the date of termination, OPS has received funds from Learning Community for costs not incurred and/or services not provided on or before the effective date of the termination of the

Agreement, OPS will refund such excess amount to Learning Community. The provisions regarding payment and repayment of Learning Community funds in this Section 3.b. shall survive termination or expiration of this Agreement.

4. Payments & Billing

a. With respect to services to be provided during the Term, Learning Community shall provide OPS with funding for the services performed and costs incurred during the Term in total amount(s) identified in the budget set forth on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Initial Term or Renewal Term (the "Program Amount"). Funding for each Renewal Term, as applicable, is subject to extension of this Agreement and final approval of Learning Community of an updated budget (which may include Carryover, Funds, as defined below), which is anticipated to be substantially consistent with Exhibit A (the "Renewal Term Amount"). Payment shall be made to OPS as follows:

b. During the Term, OPS shall submit to Learning Community on or before the fifth (5th) day of each month, commencing on October 5, 2023, an itemized invoice for services provided and costs incurred during the immediately preceding month, which invoice shall set forth an itemized listing of expenses actually incurred by OPS and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. Payment of approved invoices (or portion(s) thereof) shall 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.

c. At the natural conclusion or earlier termination of the Initial Term and each Renewal Term, as applicable, OPS shall submit its final report to the Learning Community. The final report shall include an invoice for all services provided and costs incurred for the last month of the respective Term. Learning Community shall, after review and approval of all invoices submitted by OPS pursuant to Section 4 herein, pay to OPS the remaining balance due and owing to OPS, if any, pursuant to this Agreement after application of all payments made by Learning Community pursuant to Section 4.b. towards the substantiated total expenses actually incurred by OPS during the applicable Term; provided, however, that such payment amount shall be approved only to the extent same will not result in the total amount of payments, including the payment to be made pursuant to this section, to OPS exceeding the Initial Term Amount or the Renewal Term Amount. Said payment shall be made by Learning Community within 45 days after receipt of the invoice for the last month of the respective Term. If, at the conclusion of the Initial Term or the Renewal Term, upon receipt and review of the invoice for the last month of such Term, Learning Community has, after application of all payments made pursuant to Section 4 made payments to OPS which exceed the total amount due and owing to OPS, OPS shall refund to Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred. Notwithstanding anything in this Section to the contrary, and subject to an extension of this Agreement for the Renewal Term, in the event that OPS did not incur costs and expenses related to the programming and services to be provided hereunder equaling the amount budgeted for the Initial Term, OPS shall be

allowed to account for this unincurred amount in the evaluation of the Program Amount for the Renewal Term, as applicable (the "Carryover Funds"). Under such circumstances, the Carryover Funds shall be part of the Renewal Term Amount, with disbursement of funds to OPS administered in a manner consistent with this Agreement.

d. OPS agrees that it is responsible for all employment costs incurred concerning the staff described in Sections 2.b., 2.c., and 2.d., above, and shall be fully responsible for all employment obligations related thereto, including but not limited to overhead, social security, pension, employment compensation, benefits, taxes, or any other expenses, incurred by OPS, subject to reimbursements described below. The Parties expressly agree that Learning Community's financial commitment is limited to the terms expressed herein.

e. The Parties expressly agree that Learning Community's financial commitment is limited to the terms expressed herein.

f. OPS agrees that the funding it receives from Learning Community to expend on services, staff, materials and programming for the Participating Classrooms shall be expended solely as supplemental funds to OPS' regular costs associated with the same as permitted in this Agreement, and shall target the specific student population to be served in the Participating Classrooms. This "supplement, not supplant" requirement shall be considered breached if the funds provided by Learning Community are used to provide services that are required to be made available by OPS under other federal, state or local laws or if the funds are used to provide early childhood education services that were provided at the Target Schools with non-Learning Community funds in the prior school year.

g. 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 OPS. OPS shall be responsible for establishing and maintaining adequate financial records for the program, which shall include a systematic accounting of the receipt and disbursement of the funds. OPS shall retain original substantiating documents related to specific expenditures and shall make those records available for review by Learning Community or its designated representatives upon request.

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

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

5. Operational Considerations:

a. OPS, in consultation with Learning Community, shall develop job descriptions for staff described in Sections 2.b., 2.c., and 2.d. above. OPS, with the assistance and collaboration of Learning Community, shall recruit and select the individuals to be placed in the jobs described in Sections 2.b., 2.c., and 2.d., above; however, OPS shall have final authority on the selection and hiring of such individuals. Learning Community, in consultation with OPS, shall develop job descriptions for staff or contractors of Learning Community who are providing services on-site at the Target Schools; however, Learning Community shall have final authority on the selection and hiring of, or contracting with, said individuals.

b. Authority for the appraisal and management of staff in the employ of OPS shall rest with OPS; however, OPS shall seek the input of Learning Community in the appraisal of said staff. Authority for the appraisal and management of staff or contractors of Learning Community who are providing service at the Target Schools shall rest with Learning Community, provided, however, Learning Community shall seek the input of OPS on the appraisal of said staff or contractors.

c. The vision of Learning Community, shared by OPS, is a community-wide partnership whose goal is to include multiple local partners to effectuate a complete early childhood education model of which the Participating Classrooms described herein are a part. To that end, OPS agrees to support the efforts of Learning Community's early childhood education advisory team, including the provision of data to the advisory team pursuant to the limitations and terms related to data sharing in this Agreement.

d. Specifics of the services and budget to be provided, including, but not limited to, reallocation of resources to expand services otherwise defined in this Agreement, may be modified from time to time during the Term upon the mutual agreement of Learning Community, acting through its Executive Director, Elementary Learning Centers, providers, and OPS. It is anticipated that the services provided by OPS pursuant to this Agreement shall be expanded over the course of the Term in a manner consistent with the Program Design and supplemental materials attached hereto as Exhibit B.

e. The Parties agree to collaborate as necessary to seek additional federal, state or other funding that may support or expand the community partnership as a whole and/or the Participating Classrooms described herein.

6. Evaluation / Data Sharing

a. Learning Community and OPS, in conjunction with University of Nebraska Medical Center's Munroe-Meyer Institute (the "Evaluator"), shall develop an evaluation of the community-wide partnership, including the Participating Classrooms and coaching program, as further set forth on Exhibit C. This evaluation and the evaluation methodology and implementation procedures will be approved by OPS prior to its implementation and will also be submitted through the regular OPS research process. With respect to the inclusion of student-level assessments in the evaluation and evaluation methodology, OPS acknowledges the importance of the Learning Community's obligation to evaluate its programs and use of funds. The Parties agree that evaluation is a critical element of the Agreement and that every effort will be made by the Parties to facilitate timely evaluation, following the Parties' usual course of business processes and pursuant to the terms of this Agreement. The evaluation plan for the Initial Term and each Renewal Term, as applicable, shall be completed by October 1 of each year in the Term.

b. OPS and Learning Community agree that Learning Community seeks to have measurable data on a non-identifiable per-student basis in order to identify whether or not the funds Learning Community has provided specifically for implementation of the programming and services outlined herein are having a measurable effect on the outcomes Learning Community anticipates will arise from provision of such programming and services. As further described in this Agreement, Learning Community shall contract with the Evaluator, at its cost, to collect and compile data to measure the progress of the community partnership and of the Participating Classrooms. Learning Community shall ensure that the Evaluator makes any data requests to OPS in compliance with OPS's internal policies, including obtaining the approval of OPS's Research Review Committee. The Parties understand that, to the greatest extent possible, data or evidence gathered for purposes of continuous improvement or professional development of staff and data or evidence collected for evaluation should support both purposes.

c. Learning Community acknowledges and agrees that any personally identifiable student information obtained by the Evaluator from OPS pursuant to this Agreement is subject to FERPA, and in accordance with OPS'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.

7. Assurances

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

b. As permitted by law, OPS shall conduct or have had conducted a criminal background check, a national sex offender registry check, and a Nebraska Sex

Offender Registry check on OPS employees and OPS volunteers in the provision of services pursuant to this Agreement, and shall not permit the involvement of any such individual who does not pass all checks with the activities contemplated hereunder. Learning Community shall conduct, ensure a contracted provider conducts, or have conducted a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check on any Learning Community employee, contracted provider, or volunteer who will have any contact with children in the provision of services pursuant to this Agreement, and shall not permit the involvement of any such individual who does not pass all checks with the activities contemplated hereunder.

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

d. OPS and Learning Community shall each be insured as follows, and shall require that all entities with whom either Party contracts for provision of services pursuant to this Agreement shall be insured, as follows:

(1) Commercial General Liability Insurance provided by a standard form policy covering bodily injury, property damage, including loss of use, and personal injury providing coverage to the insured and naming the other Party hereto as an additional insured on a primary and non-contributory basis, including completed operations, with limits of not less than $1,000,000 combined single limit for property damage and bodily injury per occurrence, $2,000,000 general aggregate, $2,000,000 completed operations aggregate, and $1,000,000 personal and advertising injury. OPS shall require such entities to waive their rights of recovery against OPS, and a waiver of subrogation in favor of OPS and Learning Community shall be added to each policy, if agreed to by both Parties' insurance providers;

(2) Sexual Abuse & Molestation coverage with a limit of not less than $500,000 per occurrence and $1,000,000 in the annual aggregate;

(3) Professional Liability Insurance with a limit of not less than $1,000,000 per occurrence;

(4) Automobile Liability Insurance with a combined single limit of not less than $1,000,000 per accident, which coverage shall apply to all owned, hired, and non-owned automobiles used by the contracted entity, its employees, agents or representatives in conducting the activities contemplated hereunder;

(5) Workers' Compensation Insurance covering the contracted entity and its employees for all costs, statutory benefits and liabilities under the Nebraska Workers' Compensation Act and similar laws for its employees, and Employer's Liability Insurance with limits of not less than $100,000 per accident, $100,000

per person per disease, and $500,000 per disease. OPS may self-insure for Worker's Compensation Coverage. The contracted entity shall agree to waive its rights of recovery against OPS and a waiver of subrogation in favor of OPS shall be added to the policy;

(6) Umbrella/Excess Insurance with limits of not less than $1,000,000 per occurrence which shall provide liability coverage in excess of the specified Workers' Compensation/Employers Liability, Commercial General Liability and Auto Liability insurance policies.

Evidence that such insurance coverage is in full force and effect shall be provided to OPS and/or Learning Community by either Party or by contracted entities upon request, and must contain a clause granting at least 30 days prior written notice to OPS of intent to effect a cancellation.

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

If to Learning Community:

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

If to OPS:

Superintendent
Omaha Public Schools
3215 Cuming Street
Omaha, NE 68132
FAX: (531) 299-0415

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

9. Independent Contractor. The Parties hereto are independent contractors in their relationship to one another and are not, by virtue of this Agreement or otherwise, made agents, employees, employers, or joint venturers of one another. No Party shall have any authority to bind another Party hereto.

10. 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 programming and services under 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.

11. 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 (including pregnancy), sexual orientation, national origin, disability, age, genetic information, gender identity, gender expression, marital status, citizenship status, veteran status, political affiliation or economic status.

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

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

14. Compliance with Applicable Laws. The Parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the programming and services to be provided hereunder, including, but not limited to, the Federal Educational Rights Privacy Act, as amended ("FERPA"), and Neb. Rev. Stat. § 84-712 to 84-712.09, as amended, if applicable.

15. Data Privacy and Protection. While the parties do not anticipate the exchange of Personal Information as defined in and protected under Nebraska Revised Statute sections 87-801 to 87-808, Learning Community acknowledges that if, in performance of this agreement OPS provides Learning Community with Personal Information or Learning Community provides OPS with Personal Information, the party receiving such Personal Information agrees, in accordance with Nebraska Revised Statute section 87-808 to implement and will maintain, throughout the term of this agreement, reasonable security procedures and practices that: (i) are appropriate to the nature of the personal information disclosed to such party; and (ii) are reasonably designed to help protect the personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

16. Public Benefits. No Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§4-108 – 113.

17. Amendment. This Agreement may only be amended by written agreement of the Parties hereto.

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

19. Assignment. This Agreement may not be assigned or transferred by any Party to this Agreement except by written agreement of the other Party hereto.

20. Entire Agreement. This Agreement, together with any Exhibits or schedules hereto, as well as any exhibits or schedules to an Exhibit or schedule hereof, 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.

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

By: _____

Name: Bradley Ekwerekwu

Its: CEO

Date: August 28, 2023

Douglas County School District 0001, aka the Omaha Public Schools (OPS)

By: _____

Name: Spencer Head

Its: Board President

Date: 9/7/2023

ATTEST:

By: _____

Name: Anne MacFarland, Ed.D.

Its: Interim Board Secretary

Date: 9/7/2023

Exhibit A

Three Year Total Package $4,421,218.60

2020-2023 Budget $2,673, 368.75		2024-2026 Proposed Budget $4,511,065.20				
Salaries	**Positions**	**2023/2024 Totals**	**Positions**	**2024/25 Totals**	**Position**	**2025/2026 Totals**
Two Instructional Coaches	2	$133,800.91	2	$149,857.01	2	$149,857.01
**Family Support Workers	2	$104,910.24	4	$218,213.30	4	$218,213.30
**Community Facilitators	2	$131,358.40	2	$131,358.40	4	$262,716.80
**Family Facilitators	2	$131,358.40	4	$273,225.46	4	$273,225.46
**BCBA		$150,990.16	4	$314,059.52	4	$314,059.52
(**Denotes proposed positions)						
Fringe Benefits Total @ 38%		$259,582.58		$412,951.20		$462,867.39
Milage Total		$3,400.00		$3,400.00		$3,400.00
Supplies						
Supplies for Six Classrooms		$60,000.00		$60,000.00		$60,000.00
Family & Community Facilitator - room set up and suppplies		$80,000.00		$20,000.00		$20,000.00
Contract Variance						
Two Coaches & Six Teachers		$12,000.00		$12,000.00		$12,000.00
Technology						
Computers, printers, & Child Plus subcription		$19,775.14		$12,000.00		$12,000.00
Professional Development						
Teaching Strategies, Coaching Package, MMI Data		$9,495.00		$9,495.00		$9,495.00
Total		**$1,096,670.83**		**$1,616,559.89**		**$1,797,834.48**

- **2023-2026**
- 12% Increase for Teacher Contract 2023-2025
- Increase Positions
  - Review Data
  - Year 2 - Increase Family Support Worker, Family Facilitator & BCBA by 2
  - Year 3 – Increase Community Facilitator by 2

OMAHA Public Schools

4864-3125-5919.3

Early Childhood Partnership Agreement
Exhibit B
Program Design
Early Childhood Partnership

Background

The Learning Community has long been committed to establishing a center to meet the critical needs of children and families. Beginning in 2009/2010 Subcouncil 2 held numerous and highly attended, community forums to better determine specific community priorities. North Omaha not only has the vast majority of poverty, but it also has the deepest pockets of poverty in the city and state. The percentage of the population that is a person of color in North Omaha is 68%[1], largely African American, with a strong history of generational poverty, but also encompasses many refugee populations.

In August 2011, the Learning Community Coordinating Council commissioned a needs assessment to be conducted by the Nonprofit Association of the Midlands (NAM), who recommended the key focal areas for critical needs that might be best met through programing at the Center. The assessment was completed and reviewed 2011.

The Needs Assessment and Asset Map prepared indicated the top priority should be early childhood education, parent involvement, education and training and teacher quality. After a comprehensive needs assessment of the community and research review, the Learning Community established three guiding principles including (1) a targeted geographical focus, (2) dedication to leveraging resources from key partners and (3) strong commitment to supporting the adults who impact the lives of young children in poverty.

Research

The Learning Community implements strategies built on research based on one or more of the following principles: 1) students benefit from high-quality classrooms[2], 2) reflective coaching adds value to the classroom[3], 3) family engagement is critical for a child's success in school[4], and 4) students' early childhood outcomes predict later school success[5].
Supporting young children's development in the early years has shown to be important in laying the foundation for later academic skills. Research has shown that high-quality Head Start children had higher cognitive scores than children in

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[1] Demographics, Workforce And Housing Review Of North Omaha. Retrieved July 28, 2023, from https://www.unomaha.edu/college-of-public-affairs-and-community-service/center-for-public-affairs-research/documents/demographics-workforce-and-housing-review-of-north-omaha.pdf.
[2] (Burchinal, et al., 2010; Barnett, 2008)
[3] (Reinke et al., 2014, Kamps et al., 2015)
[4] (Henderson & Mapp, 2002)
[5] (Jackson& Johnson, 2017)

low-quality Head Start or center-based care (Lee, 2019). Further, the importance of concept development, particularly for students from diverse cultural and linguistic backgrounds, has been demonstrated in numerous research studies (Neuman, 2006; Panter and Bracken, 2009). In recent years the important contributions of executive functioning to school readiness have been highlighted (Blair & Razza, 2007). Researchers correlate a relationship between executive functioning and a preschooler's ability to learn in the classroom (Benson, et. al., 2013)

Program Design
Strategy Implementation

Intensive Early Childhood (IEC) Partnership, a program that is in collaboration with Omaha Public Schools, is based on evidence-based models (Yazejian & Bryant, 2012) that include four key components: intensive teaching teams, reflective coaching, professional development, and family engagement. The model was first introduced to eight inclusive preschool classrooms in Kellom and Conestoga Magnet in 2013. After two consecutive years of positive outcomes based on the model, it was expanded to two additional schools: Lothrop Magnet (3 classrooms) and Franklin (2 classrooms). In 2018, the intensive early childhood partnership expanded to Minne Lusa (3 classrooms) and Skinner (4 classrooms).

- Intensive Teaching Teams consisting of teachers, leadership and family support staff, implement a combination of services and support. Using an inclusive model, these professionals work with all children and discuss effective teaching strategies using data for continues improvement.
- Reflective Coaching. Instructional coaches provide reflective consultation to the teaching staff both inside and outside of the classroom. They use a coaching approach adopted by Omaha Public Schools (i.e., Teaching Strategies: Coaching With Fidelity). A national consultant also provides ongoing reflective consultation to the coaches. Instructional coaches work to build teacher confidence and increase their active problem-solving skills.
- Professional Development. The teaching teams benefit from 11 days of additional professional development (PD) throughout the school year.

Results

In 2021-2022, the Intensive Early Childhood Partnership served 322 PreK students across six schools and 20 classrooms. A total of 300 students participated in the evaluation. The most recent results indicates 71% of preschoolers achieved or exceeded the national average in vocabulary, half of the students achieved or exceeded the national average for social emotional skills, and 1/3 of students in K-1 showed greater gains than expected in math and reading. https://learningcommunityds.org/our-results-measure-impact/

Exhibit C

OPS Evaluation Matrix Early Childhood

2023-2024 School Year

Evaluation Action	Timeline	Who completes action	Who receives action
Submit Research Request	June 2023	UNMC/MMI Jolene Johnson Kari Price	OPS Research Office
Submit Data Request **Attendance** **Demographic**	August 2023	UNMC/MMI Jolene Johnson Kari Price	OPS Research Office
Focus Groups **Teachers**	April/May 2024	UNMC Evaluation Team	Teachers Coaches
Interviews	April/May 2024	UNMC Evaluation Team	Community Facilitator BCBA Family Support Workers Family Support facilitators
Data Review & Parent Reports	Nov - Dec 2023 April – May 2024	UNMC Evaluation Team	Teachers, Coaches & UNMC-MMI Virtual option available

Kellom-Conestoga Evaluation Matrix Early Childhood

2023-2024 School Year

FALL 2023 EVALUATION			
Type of Evaluation	**Tool / Activity**	**Timeline**	**Who Completes the Evaluation**
Student Baseline Pre-test	**PPVT** – Receptive Language	Sept – Nov 2023	UNMC – MMI Team
Student Baseline Pre-test	**Bracken** – School Readiness	Sept – Nov 2023	UNMC – MMI Team
Student Baseline-Pretest	**MEFS** – Executive Functioning	Sept – Nov 2023	UNMC – MMI Team

Educator-Student	**eDECA** - Behavior and Emotional-	Oct – Nov 2023	Teachers
Data Review & Parent Reports	Debrief outcome of student baseline.	Nov - Dec 2023	Teachers, Coaches & UNMC-MMI Virtual option available
Classroom Quality	**CLASS**	January & February 2024	Live Observation and Debrief with UNMC-MMI
Student Post-test	**PPVT** – Receptive Language	March – April 2024	UNMC – MMI Team
Student Post-test	**Bracken** – School Readiness	March – April 2024	UNMC – MMI Team
Student Post-test	**MEFS** – Executive Functioning	March – April 2024	UNMC – MMI Team
Educator-Student	**eDECA** - Behavior and Emotional	March – April 2024	Teachers
Data Review & Parent Reports	Debrief outcomes -Student baseline.	May 2024	Teachers, Coaches & UNMC-MMI Virtual option available
Focus Groups • **Teachers?** • **Coaches?**		March - May 2024	What question's do they want answered

Lothrop & Franklin Evaluation Matrix

2023-2024 School Year

FALL 2023 EVALUATION			
Type of Evaluation	**Tool / Activity**	**Timeline**	**Who Completes the Evaluation**
Classroom Quality	**CLASS**	September & October 2023	Live Observation and Debrief with UNMC-MMI
Student Baseline Pre-test	**PPVT** – Receptive Language	Oct – Nov 2023	UNMC – MMI Team
Student Baseline Pre-test	**Bracken** – School Readiness	Oct – Nov 2023	UNMC – MMI Team
Educator-Student	**eDECA** - Behavior and Emotional-	Oct – Nov 2023	Teachers
Data Review & Parent Reports	Debrief outcome of student baseline.	Nov - Dec 2023	Teachers, Coaches & UNMC-MMI Virtual option available

SPRING 2024 EVALUATION			
Classroom Quality	**CLASS**	March & April 2024	Live Observation and Debrief with UNMC-MMI
Student Post-test	**PPVT**	March – April 2024	UNMC – MMI Team
Student Baseline Pre-test	**Bracken** – School Readiness	March – April 2024	UNMC – MMI Team
Educator-Student	**eDECA** - Behavior and Emotional-	March – April 2024	Teachers
Data Review & Parent Reports	Debrief outcomes -Student baseline. -CLASS data overview	May 2024	Teachers, Coaches & UNMC-MMI Virtual option available

Skinner & Minne Lusa Evaluation Matrix

2023-2024 School Year

FALL 2023 EVALUATION			
Type of Evaluation	**Tool / Activity**	**Timeline**	**Who Completes the Evaluation**
Classroom Quality	**CLASS**	September & October 2023	Live Observation and Debrief with UNMC-MMI
Student Baseline Pre-test	**PPVT** – Receptive Language	Sept – Nov 2023	UNMC – MMI Team
Educator-Student	**eDECA** - Behavior and Emotional-	Sept – Nov 2023	Teachers
Data Review & Parent Reports	Debrief outcome of student baseline.	Nov - Dec 2023	Teachers, Coaches & UNMC-MMI Virtual option available
SPRING 2024 EVALUATION			
Classroom Quality	**CLASS**	March & April 2024	Live Observation and Debrief with UNMC-MMI
Student Post-test	**PPVT**	March – April 2024	UNMC – MMI Team
Educator-Student	**eDECA** - Behavior and Emotional	March – April 2024	Teachers
Data Review & Parent Reports	Debrief outcomes -Student baseline.	May 2024	Teachers, Coaches & UNMC-MMI Virtual option available