

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 June 20, 2024, by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision ("Learning Community") and **Douglas County School District No. 17, aka, the Millard Public 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. The initial term of this Agreement shall be for a period of two (2) 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, this Agreement shall automatically renew for one (1) additional one (1)-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. 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. Funding for the Extended Term is subject to extension of this Agreement and final approval of the Learning Community of an updated budget (which may include Carryover Funds, as defined below) for the Extended Term no later than the natural conclusion of the Initial Term (the "Extended Term Budget"). Subject to the addition of any Carryover Funds, the Extended Term Budget is anticipated to be substantially consistent with Exhibit A, and is anticipated to be funded in the same manner as the Program Amount.

b. Notwithstanding Section 6.a, the final monthly installment payment of the Program Amount or Extended Term Budget, as applicable, will be remitted as set forth herein subsequent to

the termination of the Program or expiration of the Initial Term / Extended Term, whichever occurs first, and submission of the final report to Learning Community pursuant to Section 7.b herein. The final report shall include a statement for Program services provided during the Initial Term or Extended Term, as applicable, which statement 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 statement. Learning Community shall, after review and approval of the statement submitted by District pursuant to this subsection, remit the final installment payment to District within 30 days after receipt of the final report; provided, however, that the amount remitted in the final installment shall not result in the total amount paid to District exceeding either the lesser of the budget amounts reflected on Exhibit A or the total amount of Program expenses actually incurred by District. If, at the conclusion of the Initial Term or Extended Term, as applicable, upon receipt and review of the final report, Learning Community has, after application of all remittances made pursuant to Section 6.a and this Section 6.b., made payments to District which exceed the total amount of Program expenses actually incurred by District, District shall refund to Learning Community the amount by which the total remittances made 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 Extended Term, in the event the District did not incur costs and expenses related to the Program equaling the amount budgeted for the Initial Term, the District shall be allowed to account for this unincurred amount in the Extended Term Budget (the "Carryover Funds"). Under such circumstances, the Carryover Funds shall be part of the Extended Term Budget with disbursement of funds to the District administered in a manner consistent with this Agreement.

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.

7. Reporting.

a. 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. 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 60 days of the termination of the Program or expiration of the Initial Term / Extended Term, whichever occurs first, District shall prepare and submit to Learning Community a written final Program report ("Report"). The Report shall include a narrative description of Program activities and accomplishments, including progress made on student learning outcomes and evaluation data described in the Program, and a detailed accounting of all expenditures made from payments received pursuant to Section 6.a. 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.

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. 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.

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 24 th Street Omaha, Nebraska 68110 FAX: (402) 964-2478
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If to District:	Dr. John Schwartz, Superintendent Millard Public Schools 5606 South 147 th Street Omaha, Nebraska 68137
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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 August 1, 2024, the offer to enter into this Agreement by Learning Community shall automatically expire and become null and void as of such date. At the discretion of Learning Community, this may result in the funding identified in this Agreement being reallocated to other districts within the subcouncil.

24. 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.

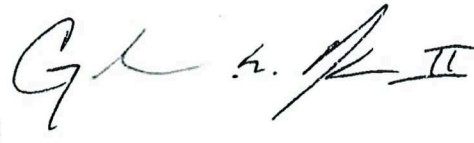
Douglas County School District No. 17, aka, the Millard Public School District, a Nebraska political subdivision

By: 

Its: superintendent

Date: 6-3-24

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

By: 

Its: Gerald M. Kuhn, II; Interim CEO

Date: May 3, 2024

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT

Exhibit "A"

Elementary Learning Center

Programming Description & Budget



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

Instructional Coaching Proposals

PROPOSAL			
Summary			
Electronic File Name:	Proposal 2024/2025 – 2026/2027_LearningCommunity_Millard		
School District:	Millard Public Schools		
Program Name:	Instructional Coaching		
Program Category	X Instructional Coaching		
Amount Requested:	\$184,169.92		
Sub council: (choose only one)	<input type="checkbox"/> #1 <input type="checkbox"/> #3 <input checked="" type="checkbox"/> #4 <input type="checkbox"/> #6		
Program Start Date:	August 2024	Program End Date:	June 2027
Please use Attachment B to complete the following fields:		Total Cost of Program:	\$312,870.16
# of Weeks per Year of Program:	38 weeks	# Program Hours per Week:	31.50
# of Students in Program: # of Teachers Coached: # of Coaches:	1083 students 52 teachers 3 coaches	Contact Hours per Teacher per Week: Cost per Teacher per Hour:	31.50 hours per week x 3 coaches = 94.5 hours per week / 52 teachers = 1.817 hours per teacher per week \$312,870.16 / 52 teachers = \$6,016.73 cost per teacher / 69 hours per teacher = \$87.19 per teacher per hour.
Supporting Documents:	X We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute. X On Attachment B, please provide the budget summary and cost-per-teacher per hour.		

<p>Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.</p>	<p>Please limit response to 300 words or less in the space below.</p> <p>Our literacy coaches will work with every K-5 classroom teacher of English Language Arts through the course of the year. After a review of previous work in Millard, we have decided that a coach who is a part of the staff in a building full time for two full years is most able to build the relationships necessary to be effective.</p> <p>The coaches have been trained through Jim Knights and have developed coaching protocols to be used in the schools they serve. The Director of Elementary and Early Childhood and the Director of Professional Learning each supervise the coaches. Both the Directors and the coaches will collaborate to build capacity.</p> <p>Millard defines the Instructional Coaching Model in this way:</p> <p>Purpose of MPS Instructional Coaching: Through a systemic approach to instructional coaching, a teacher will increase instructional capacity thus increasing student achievement.</p> <p>Rationale:</p> <ul style="list-style-type: none"> • Teacher capacities to make instructional decisions vary from teacher to teacher. • Teachers fall along a continuum of teacher development. • All teachers have capacity to grow instructionally. • Instructional coaching will provide a mechanism of moving teachers to be more reflective practitioners. • Intended Outcomes: • Teachers in Millard Public Schools will be reflective practitioners who are able to adjust and refine instruction based on feedback from students, others and self. • Teachers' instructional decisions will be embedded in best practice pedagogy.
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Contact Information	
Name and Title:	Heather Phipps, Associate Superintendent
School District:	Millard Public Schools
Email:	hhipps@mpsomaha.org
Phone:	(402) 715-8306
Street Address:	5606 South 147th Street
City, State and ZIP Code:	Omaha, NE 68137

1. Principle: Educational Need (Attachment A)

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

Please report using Attachment A.
See Attachment A

2. Principle: Program Design – Staff Focus

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

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

John Hattie developed a way of synthesizing various influences in different meta-analyses according to their effect size (Dohen's d). Hattie ranked educational influences that are related to learning outcomes from very positive effects to very negative effects. Hattie found that the average effect size of all the interventions he studied was 0.40. The influences we lean into for our coaching model all show an effect size over 0.40. Source: J. Hattie (December 2017) [visible learning.com](http://visiblelearning.com). The list of influences outlined below aren't comprehensive but instead were selected to show how coaching influences can positively impact student achievement.

- *Collective teacher efficacy (1.57 effect size)*
- *Response to intervention (1.29)*
- *Self-efficacy (0.92)*
- *Interventions for students with learning needs (0.77)*
- *Teacher Clarity (0.75)*
- *Phonics instruction (0.70)*
- *Instructional Coaching (0.51)*

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

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

Through the development of a building literacy team, schools identify specific high impact practices to commit to. Literacy coaches use this information to leverage resources in our coaching model and within our curriculum to improve teaching practices and student outcomes.

No results from ICPE-Munroe Meyer are available for the previous year; however, we are working in conjunction with Munroe-Meyer to develop a plan for determining evidence of program outcomes. Outcomes could include pre-post survey results as well as building identified priority outcome goals.

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

(Please limit response to 200 words or less.)

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

(Please limit response to 200 words or less.)

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

(Please limit response to 200 words or less.)

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

(Please limit response to 200 words or less.)

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

(Please limit response to 200 words or less.)

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

(Please limit response to 200 words or less.)

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

(Please limit response to 200 words or less.)

3. Principle: Knowledge Transfer

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

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

We believe it will be essential to network with the other Learning Community districts implementing coaching. Our coaches also will participate in the ESU3 Coaching Cadre.

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

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

Please complete Attachment B

5. Principle: Statement of Assurances

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

The district or organization assures:

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

reviews.

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

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

Program Type: Instructional Coaching
School District: Millard Public Schools

[illegible]

ATTACHMENT B

Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in kind)	\$128,700.24	The District has been supporting the additional FTE cost.
Learning Community Request	\$184,169.92	
Total Program Revenue	\$312,870.16	
Program Expenses	Amount	Comment
Salaries & Wages	\$312,870.16	<i>indicate % FT and % PT here 3 FTE</i>
Insurance Benefits	\$	
Transportation Costs	\$	
Training	\$	
Equipment	\$	
Supplies	\$	
Printing & Copying	\$	
Telephone & Internet	\$	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$	
Total Program Expenses	\$312,870.16	

Total Cost of Program	# of Weeks per Year of Program	# of Teachers in Program	# Program Hours per Week
\$312,870.16	38	52	31.50 hours per week x 3 coaches = 94.5 hours per week