

12/000494

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN TRUANCY**  
**PROGRAM FUNDING AGREEMENT WITH THE LEARNING**  
**COMMUNITY OF DOUGLAS AND SARPY COUNTIES**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104 (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, A CONTRACT HAS BEEN PROPOSED BY WHICH Sarpy County will provide a Truancy Program which will be operated out of the Patrick J. Thomas Juvenile Justice Center and the Learning Community of Douglas and Sarpy Counties will provide funding for said Truancy Program as outlined in the Program Funding Agreement ("Agreement"); and said Agreement is reasonable and is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT pursuant to the statutory authority set forth above, the Chairman of this Board, together with the County Clerk, are hereby authorized to execute on behalf of this Board the Program Funding Agreement with the Learning Community of Douglas and Sarpy Counties for the Truancy Program; a copy of which is attached hereto,

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 28<sup>th</sup> day of February, 2012.

Attest

SEAL



[Signature]  
Sarpy County Board Chairman

[Signature]  
County Clerk

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

COUNTY OF SARPY, NEBRASKA

**PROGRAM FUNDING AGREEMENT**

THIS PROGRAM FUNDING AGREEMENT ("Agreement") is entered into as of March 1, 2012 ("Effective Date") by and between Sarpy County, Nebraska, on behalf of the Sarpy County Sheriff's Department (hereinafter "County"), and the Learning Community of Douglas and Sarpy Counties (hereinafter "Learning Community").

WHEREAS, pursuant to NEB. REV. STAT. §79-2104, as amended by Laws 2011, LB463, § 20, the Learning Community is authorized to provide funding to public and private agencies engaged in the juvenile justice systems that provide pre-filing and diversion programming designed to reduce excessive absenteeism and unnecessary involvement with the juvenile justice system; and

WHEREAS, the Sarpy County Juvenile Justice Center, under the direction of the County Sheriff, implemented a Truancy Pilot Program in August 2010 to hold parents, students and schools accountable for school attendance, engage students in school culture and develop strategies to reduce or prevent truancy; and

WHEREAS, as a result of the success of said pilot program, County, acting through its County Attorney's Office and Sheriff's Department, has determined that an ongoing truancy program should be initiated; and

WHEREAS, the Coordinating Council of the Learning Community of Douglas and Sarpy Counties desires to appropriate funds to support truancy programs of counties within the Learning Community.

NOW, THEREFORE, based on the mutual covenants contained herein, County and the Learning Community (each referred to herein individually as "Party" and collectively as "the Parties") hereto agree as follows:

I. **PROGRAM.** The County Truancy Program ("Program") uses a comprehensive, individualized approach to address the causes behind, and establish solutions to, truancy of elementary and secondary students. The Program seeks to identify and incorporate critical components into the Program, including family involvement, and, through trained liaisons, working with the schools, develop action plans with referred family and youth to assist the referred youth in attending school and successfully completing his or her academic requirements. The Program is set forth in more detail in Exhibit "A," attached hereto and by this reference specifically incorporated herein.

II. **ELEMENTARY LEARNING CENTER PROGRAM.** The Program shall be considered an Elementary Learning Center program funded by the Learning Community. The Learning Community may include information regarding the Program in any external communications of the Learning Community.

III. **DUTIES OF THE COUNTY.** As of December 15, 2011, the County Sheriff's Department has two (2) part time staff members assigned to the Program. Commencing on the Effective

Date, the County Sheriff's Department will add two (2) part time staff members to its existing Program staffing (hereinafter, "Additional Staff"). Funds received by the County from the Learning Community will be applied towards, and used exclusively for, the salary and benefit costs of the Additional Staff.

**IV. PERFORMANCE PERIOD.** This Agreement shall be effective as of the Effective Date and, unless earlier terminated in accordance with the provisions of Section VI herein, shall remain in effect until August 31, 2012. Thereafter, this Agreement shall automatically be renewed for a successive term of twelve (12) months unless either Party hereto gives the other Party written notice of its election to not renew this Agreement on or before May 31, 2012. Except as set forth herein, unless otherwise mutually agreed by the parties hereto, any successive renewal term shall be subject to the same terms and conditions as the term ended August 31, 2012.

**V. PAYMENT.** Subject to the terms and conditions set forth in this Agreement, unless earlier terminated in accordance with the provisions of Section VI herein or not renewed in accordance with the provisions of Section IV hereinabove, during the term of this Agreement, Learning Community will pay County, in order to assist County in providing the Program, funding for the Additional Staff as follows:

- A. For the Learning Community fiscal year ended August 31, 2012, Twenty Five Thousand One Hundred Eighty-Four Dollars and No Cents (\$25,184.00); and
- B. If the Agreement remains in effect, for the Learning Community fiscal year ended August 31, 2013, Fifty Thousand Three Hundred Sixty-Eight Dollars and No Cents (\$50,368.00).

Payment of the amount set forth in this section for the Learning Community fiscal year ended August 31, 2012 shall be made to County by Learning Community in one (1) installment on or before March 1, 2012. If the Agreement remains in effect, payment of the amount set forth in this section for the Learning Community fiscal year ended August 31, 2013 shall be made to County by Learning Community in one (1) installment on or before September 15, 2012.

Commencing on the Effective Date, County shall submit to Learning Community on or before September 30<sup>th</sup>, an itemized statement of the aggregate staffing costs for the Additional Staff actually incurred during the immediately preceding Learning Community fiscal year and, if applicable, a budget setting forth the proposed staffing costs for the Additional Staff during the current Learning Community fiscal year. If, upon receipt and review of the itemized statement for the immediately preceding fiscal year, payments made by Learning Community to County during the immediately preceding fiscal year exceeded the aggregate staffing costs for the Additional Staff actually incurred by County, County shall refund to Learning Community the amount by which the total payments paid by the Learning Community exceed the aggregate staffing costs actually incurred.

**VI. TERMINATION.** Performance under this Agreement may be terminated, in whole or in part, at any time by written agreement of the parties; provided, however, that performance may be terminated by Learning Community or County if it reasonably determines that the other Party is in breach or violation of this Agreement and, after delivery of written notice to the other Party setting forth said violation or breach, the other Party does not cure said violation or breach within 60 days after said notice is provided, which termination shall be effective upon written notice of termination to the Party in breach or violation.

**VII. REPORTING.** County shall prepare and submit to Learning Community quarterly reports including the statistical data set forth in the description captioned "Statistical data Collection" as set in Exhibit "A," attached hereto and by this reference specifically incorporated herein.

County shall also prepare and submit to Learning Community both fiscal year and quarterly reports on Program activity, setting forth the following data: number of truancy cases referred to the Program during the applicable period; total number of truancy cases pending with the County Attorney's Office for current fiscal year; number of referred truancy cases resolved through the Program, aggregated by type of ultimate disposition; number of truancy cases not resolved through the Program, aggregated by outcome; and, if such data is reported by the school districts to the County Attorney's Office, a fiscal year over fiscal year comparison of the number of truancy cases referred to the County Attorney's Office, providing both the aggregate total and the total by school district.

All reports required pursuant to the section shall be submitted to the Chief Executive Officer of the Learning Community within thirty (30) days after the last day of the fiscal year or quarter for which such report is required.

At the request of the Learning Community, the County Attorney's Office and County Sheriff's Department shall make a live presentation of the fiscal year report to the Learning Community Coordinating Council.

**VIII. LEARNING COMMUNITY PARTICIPATION.** During the term of this Agreement, the Chief Executive Officer, or other designated representative of the Learning Community, shall be permitted to attend and participate in Program meetings.

**IX. INDEPENDENT CONTRACTOR.** It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party, or the personnel, employees, agents, contractors or servants thereof, performs pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures, or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties, nor their personnel, employees, agents, contractors, or servants, shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries, and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements, or any other such similar matters. Any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including, without limitation, claims of discrimination against a Party, its officers, employees, agents, contractors, or servants shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability

upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

**X. NONDISCRIMINATION.** Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.

**XI. INDEMINIFICATION.** Each Party will indemnify, defend, and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death, or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand, or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement.

**XII. NO THIRD PARTY RIGHTS.** This Agreement is not intended to, nor shall it, provide third parties, excluding any assignment as provided herein, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that this Agreement's indemnification provision shall also inure to the benefit of a Party's employees, officers, agents and servants.

**XIII. DRUG FREE POLICY.** County assures the Learning Community that it has established and maintains a drug free workplace policy.

**XIV. APPLICABLE LAW AND VENUE.** The Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Sarpy County, and for any federal legal proceeding, in the United States District Court for the State of Nebraska located in Omaha, Nebraska.

**XV. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

**XVI. AMENDMENTS.** This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

**XVII. ASSIGNMENTS.** None of the Parties may assign its rights under this Agreement without the express prior written consent of the other Party.

**XVIII. SUCCESSORS AND ASSIGNS.** All covenants, stipulations, and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.

**XIX. WAIVER.** Failure or delay by any Party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by either Party which is it not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

**XX. SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

**XXI. NEW EMPLOYEE WORK ELIGIBILITY STATUS.** Pursuant to, and in order to be in compliance with, NEB. REV. STAT. §4-114(2), the parties hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. Neither Party is an individual nor a sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of NEB. REV. STAT. §§4-108 - 113.

**XXII. AUTHORIZED REPRESENTATIVE AND NOTICE.** The Parties hereto expressly agree that for purposes of notice, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the Parties:

For the Learning Community:

Frederick M. Stilwill  
Chief Executive Officer  
6949 South 110th Street  
Omaha, NE 68128-5721  
(402) 964-2405  
(402) 964-2478 - fax

For the County:

Dick Shea  
Sarpy County Juvenile Justice Center  
9701 Portal Road  
Papillion, NE 68046  
(402) 537-7000  
(402) 537-7080 - fax

AND

Sarpy County Clerk  
1210 Golden Gate Drive  
Papillion, NE 68046

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case signed receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by facsimile with a signed return facsimile acknowledging receipt.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates evidenced below.

Executed by the County this 28<sup>th</sup> day of February, 2012.

BOARD OF COUNTY COMMISSIONERS  
OF SARPY COUNTY, NEBRASKA

  
\_\_\_\_\_  
Chair

ATTEST:



  
\_\_\_\_\_  
Sarpy County Clerk

Approved as to form:

  
\_\_\_\_\_  
County Attorney

Executed by the Learning Community this \_\_\_\_ day of \_\_\_\_\_, 2012.

LEARNING COMMUNITY OF DOUGLAS AND SARPY  
COUNTIES

  
\_\_\_\_\_  
Chief Executive Officer

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

COUNTY OF SARPY, NEBRASKA

PROGRAM FUNDING AGREEMENT

Exhibit "A"

**SARPY COUNTY TRUANCY PROGRAM DESCRIPTION/PROPOSAL FOR FUNDING**  
**Learning Community of Douglas and Sarpy Counties**

The Sarpy County Sheriff, Jeff Davis, and Sarpy County Attorney, Lee Polikov with the cooperation and endorsement of the Sarpy County Educational Program Board (SCEP) are requesting funding to implement a Truancy Program for the county.

The truancy program will be operated out of the Patrick J. Thomas Juvenile Justice Center and by staff hired by the Sarpy County Sheriff's Department. The following is an overview of the Juvenile Justice Center and the services which are provided by staff.

The Juvenile Justice Center was built in 2002 and houses both male and female juvenile offenders in a staff secure holdover facility. The facility provides a structured environment, which includes: nutritious meals, health care, recreation, education services, therapeutic counseling service, and incentive-based programming. Youth are placed in the holdover facility based on a detention authorization by probation and/or court order. The juvenile offender remains in holdover until released by a Sarpy County Juvenile Court Judge. Civilian staff hired by the sheriff, manage and operate the facility and the various programs which are provided to assist juveniles within the county.

**The Day School** provides educational services for juveniles who are placed at the Juvenile Justice Center by the judge. Youth are provided the needed opportunity to complete their required coursework with assistance from the teachers.

**The Sarpy County Education Program (SCEP School)** also is located at the Justice Center. The purpose of the SCEP Program is to provide an alternative placement for students excluded from their home schools for serious and dangerous behaviors. This program allows students to continue coursework towards graduation during the period of exclusion from the traditional educational setting. The SCEP Program is monitored by the Sarpy County superintendents of schools.

**The Children At Risk Education Program (CARE)** is a court ordered house arrest program designed to provide intensive supervision for youth in the juvenile court system.

**The Evening Reporting Center (ERC)** is a service that provides tutoring, supervision and educational classes to youth once they are released from the Juvenile Justice Center or are referred by probation, the court, or juvenile justice agencies.

### **Description of the County**

Sarpy County is the fastest growing county in Nebraska. Approximately one-third of the total population in the county is made up of juveniles between the ages of 0-17. The juvenile population in Sarpy County is projected to grow by 2% per year through 2020. This rapid increase in population has placed a strain on the current juvenile justice system's ability to keep up with the demand for critical juvenile services.

An increase in population combined with unstructured time outside of school, has factored into an increase of youth crimes in the county. Initial encounters with law enforcement often begin with status offenses such as running away from home and truancy. The results of school absenteeism and truancy have been shown to increase youth participation in risky behaviors such as: substance abuse, gang activity, assaults, and other criminal mischief.

According to the Office of Juvenile Justice and Delinquency Prevention (OJJDP), "Truancy may be the beginning of a lifetime of problems for students who routinely skip school." (<http://www2.ed.gov>). A low commitment to school is linked to all problem behaviors during the adolescent years. Truant behavior as an adolescent has been shown to have a direct connection to problems in adulthood such as: violence, marital troubles, unemployment, criminal behavior, and incarceration.

Truancy is a community problem and truancy programs require partnerships with schools, families, law enforcement, courts and other community institutions to help youth overcome the obstacles that interfere with school attendance.

A significant increase in school absenteeism and truancy is represented in the following: 2008, the Sarpy County Attorney's Office received 96 referrals for truancy and filed on 81; 2009, there were 78 referrals and 66 filed; and between 2010 and 2011, 580 referrals were made to the attorney's office.

### **The Truancy Program**

Sarpy County has students in the following school districts: Millard, Omaha, Bellevue, Papillion/La Vista, South Sarpy District 46, and Gretna. The Sarpy County Education Program (SCEP) Board is comprised of superintendents from each school district. The Sarpy County Sheriff, Sarpy County Attorney, Sarpy County Probation Officer and Sarpy County's SAFE Chairman are also voting members of the SCEP Board. With the approval of the SCEP Board, Sarpy County began to piece together key aspects of model programs and adjust them to work within the environment of the Sarpy County community, schools, and law enforcement.

In 2009, and with the permission of Sheriff Jeff Davis, Sarpy County's Juvenile Justice Center began to research truancy programs within the state as well as nationwide. After a year of research and meetings with Sarpy County Juvenile Court Professionals, staff at the Juvenile Justice Center implemented the Sarpy County Truancy Pilot Program in August 2010. The goal was to implement a comprehensive plan which would hold parents, students, and schools

accountable for school attendance by engaging students in the school culture, successfully developing strategies that would reduce and or prevent truancy. The pilot program was successful and improved students' attendance as well as their academic successes.

With the passage of LB 800, students absent from school 20 or more days per year or 5 days in a quarter, are referred to the county attorney's office. The Superintendents Plan to Improve Student Attendance in Douglas and Sarpy Counties has been adopted and with the early intervention by the Greater Omaha Attendance and Learning Services Initiative (GOALS), the number of students referred to the Sarpy County Attorney's Office should decrease. However, when 20 absences are reached, the county attorney will be notified and then determine a course of action. As an option, the Sarpy County Attorney can recommend the implementation of the truancy program which has been developed in Sarpy County. A petition would be filed in the juvenile court by the county attorney when the youth misses over 20 days of school, and the county attorney believes possible court intervention is needed.

The Sarpy County Truancy Program is a comprehensive, individualized approach which will develop strategies to reduce and or prevent truancy within the county. Critical components identified by the National Center for School Engagement will be key elements of the Sarpy County Truancy Program. These critical components include; family involvement, a comprehensive approach focusing on prevention and intervention, use of incentives and sanctions, collaboration with the community, and support. Sarpy County will make it a priority to have the family involved in every step of the student's progress.

A truancy staff member will serve as a liaison with the schools and other appropriate individuals involved with the truant student. Truancy staff will make contact with the referred family and arrange to meet the youth and family in their home.

A meeting time will be scheduled around school attendance and family work schedules. During this meeting, a family and youth interview will take place to assist in gathering information and reasons for truancy. Upon completion of the initial interview, a date will be set within a week for a second meeting with truancy staff and the family. This meeting will take place at the family home or the Sarpy County Juvenile Reporting Center. Truancy staff will collaborate with the schools to attain all needed contacts and gather class schedules, grades, attendance, IEP information and any additional information needed to assist in an appropriate attendance plan for the youth and family. According to the National Center for School Engagement, "school-community collaboration is an effective strategy for dropout prevention." Truancy program staff will then review all information provided at the interview, by the juvenile court, and the youth's school. An action plan to work with the family will be put into place.

#### **Truancy Assessment**

1. Student intake form/Truancy plan
2. Parent intake form/Service Plan

#### **School Records**

1. Discipline History
2. Attendance
3. Transcript
4. Educational Testing

Results regarding the student's educational status will be discussed. The meeting will include services which the youth and parent(s) may utilize in order to address the truancy issue. Family will be made aware that program length will be determined by the youth's successful school attendance.

If the family agrees to the program conditions, the Truancy Program Contract will be signed. The contract will be provided to the juvenile court and communication between the school, parents, and student will be established for monitoring the truancy problem. The court will be provided a status report regarding youth's progress on a bi-weekly basis. If parents do not agree to the program contract, juvenile court will be advised, and the family will be referred back to Sarpy County Juvenile Court for further intervention.

Monitoring of youth's progress may consist of weekly visits to the family home, school visits and phone contact with both family and school officials. The amount of contact and visits will be determined by family request, youth needs, and overall program success.

A daily check of each youth's attendance will take place. Truancy program staff will maintain current information regarding progress. The youth will provide program staff a completed progress report signed by all teachers at the end of each week. Truancy staff will provide the juvenile court, county attorney and the youth's attorney with a memorandum detailing the youth's performance every two weeks. If needed, cooperation memorandums may be sent requesting the courts attention and intervention.

Successful completion will be accomplished upon two terms and/or equivalent of one academic semester. Documentation will be provided to the Sarpy County Juvenile Court, county attorney and youth's attorney. Documentation will include: youth attendance record, current grades in scheduled classes, completion certificates for program classes completed and any additional information pertinent to the completion of the program. Upon review of documentation and recommendation by truancy program staff, Sarpy County Juvenile Court will make the final decision on dismissing the truancy charge. Upon the dismissal of the truancy charge, the program staff will remain in contact with the family to determine if there is a need of additional services which are provided by the Evening Reporting Center (ERC) such as tutoring. These services are voluntary and both the parents and client would need to request the assistance

#### **FUNDING REQUEST**

Currently, the Sarpy County Attorney has 580 referrals from the schools for youth who have missed over 20 days. Of those youth referred to the office, the county attorney projects that

220 of the youth will require the services of the truancy program. To handle this projected case load, we are in need of four part-time staff. Two of the staff have been hired and are being paid from a special grant through the Nebraska Crime Commission. It is the intent of this grant request to fund additional staffing to meet the projected increase in juvenile caseloads:

#### Personnel Cost

\$14.50 per hour x 29 hours per week x 52 weeks =	\$21,866.00
Social Security	1,675.00
Retirement	1,478.00
Uniform Allowance	<u>165.00</u>

\$25,184.00 x 2 staff = 50,368.00

Each Staff member will work from 3:00 p.m. to 9:00 p.m. Monday-Friday, and will meet with five families per night. As a youth progresses in the program, fewer visits will be needed and the staff person can add additional youth to his/her case load.

The staff member will be meeting with the families regarding truancy issues, transporting to needed tutoring, and/or arranging needed services such as mentoring, life skills, or mental health services.

As a youth progresses within the program, 1 staff person has the potential of monitoring 25-30 per semester, thus meeting the current projection by the county attorney of 200 youth.

#### Duration and Impact of the Truancy Program

The data and experience compiled by the Sarpy County Truancy Pilot Program showed a positive impact on those juveniles by increasing school attendance and improvement of grades. With the implementation of the Superintendents Plan, greater focus will be made by the schools to begin earlier intervention, which should result in fewer referrals made to the County Attorney and to the Juvenile Court. The Truancy Program would serve those youth who have not responded to the interventions made by the schools.

#### Statistical Data Collection

Quarterly reports will be submitted to the Learning Community. The report will include the following statistical data:

1. The number of referrals, acceptance and reason for the referral.
2. Basic data to include: age, race, gender, school district.
3. The number and types of contact with the youth (telephone, personal visits, school contacts, etc.)
4. School attendance to include number of days/classes tardy, absent from school while on the program.

5. Documentation of school improvement (grades) and attendance.
6. Documentation of successful completion of program.
7. Documentation of non-successful completion and reasons to include recommendation to the juvenile court

# *Sarpy County Board of Commissioners*

1210 GOLDEN GATE DRIVE  
PAPILLION, NE  
593-4155  
[www.sarpy.com](http://www.sarpy.com)

ADMINISTRATOR Mark Wayne  
DEPUTY ADMINISTRATOR Scott Bovick  
FISCAL ADMIN./PURCHASING AGT. Brian Hanson



<u>COMMISSIONERS</u>
<b>Rusty Hike</b> District 1
<b>Jim Thompson</b> District 2
<b>Tom Richards</b> District 3
<b>Jim Nekuda</b> District 4
<b>Jim Warren</b> District 5

## MEMO

To: Sarpy County Board

From: Brian Hanson

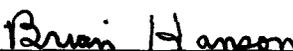
Re: Learning Community Truancy Program Agreement

At the February 28, 2012 County Board meeting the Board will be asked to approve the attached Agreement with the Learning Community. Under this Agreement Sarpy County will supplement the Truancy Program by providing two part-time staff to monitor students with truancy problems by taking steps such as visits to the family home, school visits and phone contact with both family and school officials. Documentation will be provided to the Sarpy County Juvenile Court, County Attorney's office and the youth's attorney.

In return for these services, the Learning Community will provide reimbursement for staff time up to \$25,184 for the period of February through August, 2012 and up to \$50,368 for the period of September, 2012 through August, 2013.

Dick Shea will be present at the Board meeting to answer any questions you may have.

February 17, 2012

  
\_\_\_\_\_  
Brian E. Hanson

BEH/dp

cc: Mark Wayne  
Scott Bovick  
Deb Houghtaling  
Dick Shea  
Nicole O'Keefe

1089

**LEARNING COMMUNITY OF DOUGLAS AND SARPY**

ELC OPERATING TAX ACCOUNT  
6949 S 110TH ST  
LA VISTA, NE 68128-5721

DATE 3/15/12 27-289-1040

PAY  
TO THE  
ORDER OF

Sarpy County

\$ 25,184.<sup>00</sup>

twenty-five thousand and one hundred and eighty-four + <sup>00</sup>/<sub>100</sub>

DOLLARS  Security Features included. Details on Back.

**Mutual of Omaha Bank**  
Telephone Banking 866-351-5646

*[Handwritten Signature]*  
*[Handwritten Signature]*

FOR Truancy Program Funding

⑈001089⑈ ⑆104002894⑆ 9300064053⑈