

FORESIGHT LAW + POLICY

800 Maine Avenue, S.W., Suite 200 | Washington, D.C. 20024 | Phone: 202.499.6996 | www.FLPAdvisors.com

SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is entered into as of September 2025 (“Effective Date”) between the Nebraska Coordinating Commission for Postsecondary Education (CCPE), the Board of Trustees of the Nebraska State College System (NSCS), the Board of Regents of the University of Nebraska (UN System), the Nebraska Department of Education (NDE), Central Community College (CCC), Metropolitan Community College (MCC), Mid-Plains Community College (MPCC) Northeast Community College (NECC), Southeast Community College (SCC), Western Nebraska Community College (WNCC), (collectively “the Client”) and Foresight Law + Policy, PLLC (“Foresight”).

This is the entire Agreement between Foresight and the Client (each a “Party”, and collectively, the “Parties”) and replaces and supersedes any and all oral agreements between the Parties, as well as any prior writings. In consideration of the mutual covenants and agreements set forth in this Agreement, Parties agree as follows:

- 1. Foresight’s Services.** Foresight will provide the services described in **Exhibit A** to this Agreement (“Services”). Foresight will provide the Services in an efficient and professional manner in accordance with industry standards normally shown by nationally recognized professionals providing services similar to the Services. Client will provide Foresight with all information necessary for it to effectively deliver the Services.
- 2. Term.** This Agreement will begin on the Effective Date and continue until December 31, 2025 (the “Term”), unless terminated in accordance with Section 4 of this Agreement.
- 3. Compensation and Expenses.** For the performance of the Services, the Client will compensate Foresight in the amounts and according to the schedule set forth in **Exhibit B** to this Agreement. Foresight will invoice the Client monthly, and the Client will pay each invoice within thirty (30) days of receipt of the invoice. Unless expressly stated in **Exhibit B**, the Client agrees to reimburse Foresight for the reasonable cost of all travel expenses that Foresight reasonably incurs directly in connection with the performance of the Services. All other costs and expenses of Foresight in performing the Services will be borne by Foresight.
- 4. Termination.** This Agreement may be terminated at any time upon mutual agreement of both Parties, or by either Party, for cause or no cause, upon thirty (30) days prior written notice. In the event of termination for any reason, Client will pay Foresight for all Services provided and, if applicable, all expenses incurred up through the date of termination.
- 5. Confidentiality.** Except as required by law, Foresight will not at any time (whether during the Term or following termination) disclose any information about the Client unknown to the public which Foresight gains access by reason of performing the Services. Foresight will use the Client’s confidential information only to provide the Services, and will safeguard the Client’s confidential information with the same degree of care as it uses in safeguarding its own confidential information. The existence of Foresight’s engagement with the Client is not deemed confidential information, and Foresight may disclose that the Client is a client of Foresight along with a general description of the Services.

6. **Intellectual Property and Ownership of Work Product.** Any and all original materials prepared by Foresight for the Client are considered works-for-hire, and Foresight hereby assigns to Client all of Client's rights in such work product upon its creation. To the extent that Foresight uses any of its pre-existing, proprietary, or separately developed materials or information ("Foresight IP") for the creation of Client work product, Foresight retains all right, title, and interest to the Foresight IP, and Client will acquire no rights in the same except that Foresight grants to Client a non-transferable license to use the Foresight IP for the Client's purposes. In addition, Foresight may use any knowledge, skills, or techniques it acquires in providing the Services for the benefit of third parties, provided the knowledge, skills, and techniques do not include confidential information of the Client.
7. **Conflicts of Interest.** Foresight maintains a national education law, policy, and consultancy practice, and the representation by Foresight of states, colleges, universities, school districts, private companies, charter schools, foundations, associations, and any other such entity in connection with education or related matters (or work on behalf of any federal or state agency in connection with such matters) will not in and of itself be deemed a conflict of interest. During the Term, Foresight will not accept an engagement by another client to pursue interests that are directly adverse to the Client's interests relating to the Services unless and until Foresight makes full disclosure to the Client of all the relevant facts, circumstances, and implications of its undertaking the two representations and the following criteria are met: (i) the Client provides written consent for the other representation; (ii) any confidential information Foresight has received from the Client will not be disclosed to the other client; (iii) Foresight's effective delivery of the Services will not be prejudiced by Foresight undertaking the other engagement; and (iv) the other client has also consented in writing based on Foresight's full disclosure of the relevant facts, circumstances, and implications of undertaking both engagements.
8. **E-Verify.** Foresight is required and hereby agrees 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.
9. **Governing Law.** This Agreement is governed by and subject to the laws of the State of Nebraska.
10. **Disputes.** The Parties will use good faith efforts to amicably resolve any dispute arising under this Agreement. In the event any dispute between the Parties cannot be so resolved, resolution of the dispute will be governed by the laws of the State of Nebraska.
11. **Independent Contractor.** Foresight is and will remain an independent contractor in its capacity under this Agreement. Nothing contained in this Agreement or in the relationship of Foresight and Client will be deemed to constitute a partnership, joint venture, or any other relationship except as limited by the terms of this Agreement.
12. **Amendment; Assignment.** This Agreement may be amended or supplemented only by a written agreement of both Parties. Neither Party may assign any of its obligations or duties under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld.

- 13. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the Parties nevertheless agree that the court should endeavor to give effect to the Parties' intentions as reflected in the provision, and the other provisions of this Agreement will remain in full force and effect.
- 14. Exhibits.** Exhibits A and B, attached hereto are hereby incorporated into this Agreement by this reference and expressly made a part of this Agreement.
- 15. Counterparts; Signature.** This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument. A Party's electronic signature will be given the same legal force and effect as a handwritten signature.
- 16. Nondiscrimination.** Neither Foresight nor any of its subcontractors shall 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 privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1101 to 48-1125).
- 17. Waiver.** A waiver of any term or provision of this Agreement by a Party shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms hereof.

18. Contacts.

The Foresight contact for this Agreement is:

Foresight Law + Policy
ATTN: Reginal J. Leichty
800 Maine Avenue, S.W., Suite 200
Washington, D.C. 20024
202-499-6996
reg.leichty@flpadvisors.com

The Nebraska contacts for this Agreement are:

Nebraska State College System (NSCS)
ATTN: Paul Turman, Chancellor
1233 Lincoln Mall, Suite 100
Lincoln, NE 68508
402-471-2505
pturman@nscs.edu

Board of Regents of the University of
Nebraska
ATTN: David Jackson, Provost
Varner Hall, 3835 Holdrege St.
Lincoln, NE 68583
402-472-6894
djackson@nebraska.edu

Nebraska Department of Education
ATTN: Brian Maher, Commissioner
500 S. 84th St., 2nd Floor
Lincoln, NE 68510-2611
402-471-5021
brian.maher@nebraska.gov

For the Community Colleges:
Southeast Community College
ATTN: Paul Illich, President
301 S. 68th Street Place, 5th Floor
Lincoln, NE 68510
402-323-3415
pillich@southeast.edu

Coordinating Commission for Postsecondary Education
ATTN: Mike Baumgartner, Executive Director
140 N 8th St. #300
Lincoln, NE 68508
402-471-0029
mike.baumgartner@nebraska.gov

19. IN WITNESS WHEREOF, Foresight and Client hereby agree to all terms of this Agreement effective as of the Effective Date.

Foresight Law + Policy PLLC	Board of Regents of the University of Nebraska
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Coordinating Commission for Postsecondary Education	Nebraska State College System (NSCS)
<i>Michael Baumgartner</i>	
Signature	Signature
Michael Baumgartner	
Printed Name	Printed Name
Executive Director	
Title	Title
September 19, 2025	
Date	Date

Nebraska Department of Education	Central Community College
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Mid-Plains Community College	Northeast Community College
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

Southeast Community College	Western Nebraska Community College
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

EXHIBIT A

DESCRIPTION OF THE SERVICES

Foresight is engaged to facilitate the development of a statewide Nebraska P–20 vision and implementation strategy by engaging Nebraska’s education and workforce leaders in focused, inclusive, and action-oriented dialogue. The work will culminate in a strategic policy paper that outlines a shared vision, identifies key goals and opportunities, and recommends structures to support sustained collaboration and impact.

Project Objectives

1. Facilitate cross-sector engagement among key leaders from early learning, K–12, postsecondary education, workforce, and business.
2. Gather and synthesize insights from a diverse set of stakeholders, including educators, community organizations, and employers.
3. Build consensus around a statewide P–20 vision aligned with three primary goals:
 - Postsecondary credential attainment (70% by 2030),
 - Workforce readiness (based on Nebraska’s Career Readiness Standards), and
 - System efficiency and accountability.
4. Develop actionable recommendations for structure, strategy, and implementation that can be championed by state leaders and local partners.

Scope of Work

The project will be delivered in four integrated phases:

Phase I: Planning and Strategy Development (September 2025)

- Convene a kickoff meeting with project sponsors to clarify objectives, refine the scope, and confirm deliverables and timelines.
- Develop a detailed stakeholder engagement and communications plan.
- Conduct background research on prior P–20 efforts in Nebraska and review relevant policies and data initiatives (e.g., NSWERS, credential transparency).
- Interview 2-3 existing P-20 initiatives (e.g. Kentucky, Minnesota, Hawaii) to understand how other states leverage and utilize this process to advance aligned education policymaking.
- Create a project work plan, including meeting calendars and document templates.

Phase II: Facilitation of Cross-Sector Convenings (September–October 2025)

- Plan and facilitate 3–4 strategically sequenced convenings of core leaders representing early childhood, K–12, postsecondary, and workforce sectors.

- Design all meeting agendas, presentation materials, and facilitation protocols.
- Develop pre-meeting briefing memos and post-meeting summaries to ensure continuity and clarity.
- Facilitate consensus around core goals, early action opportunities, and structural needs.

Potential Convening Topics Include:

- Setting a statewide P–20 vision and identifying shared goals
- Aligning systems to promote credential attainment and career readiness
- Opportunities for shared accountability, dual enrollment, and career pathways
- Building sustainable cross-sector structures and identifying funding needs

Phase III: Stakeholder Input and Landscape Analysis (Concurrent with Phase II)

- Conduct 10–15 one-on-one interviews and/or focus group discussions with community partners, educators, employers, and underrepresented stakeholders to surface opportunities and challenges not captured in leadership discussions.
- Analyze stakeholder input, identifying areas of alignment, tension, and potential innovation.
- Map Nebraska’s current P–20 landscape, including existing initiatives and cross-sector efforts.

Phase IV: Development of Strategic Vision & Action Plan (October–November 2025)

- Draft a comprehensive P–20 Vision & Action Plan for Nebraska that includes:
 - A unifying vision for statewide collaboration
 - Core objectives and metrics tied to the attainment, readiness, and efficiency goals
 - Recommended near-term initiatives to build momentum
 - Long-term structural recommendations for leadership, coordination, and accountability
 - Options for sustained funding and policy alignment
- Solicit feedback from project sponsors and stakeholders; revise accordingly.
- Present final recommendations in a summary presentation and written report.

EXHIBIT B

COMPENSATION AND EXPENSES

Fee: The total fee to be paid by the Client to Foresight for services rendered is \$50,000. This amount covers all labor, preparation, facilitation, research, synthesis, and writing activities. The fee includes virtual and in-person engagement as needed.

The following is the payment schedule for the fees owed:

Upon execution of this Agreement:

NSCS	\$12,500
------	----------

September 30, 2025:

UN System	\$12,500
-----------	----------

October 31, 2025:

NDE	\$12,500
-----	----------

November 30, 2025, or upon satisfactory completion of all project phases if later:

CCC	\$2,083.33	
MPCC	\$2,083.33	
CCPE	\$2,083.33	
NECC	\$2,083.33	
SCC	\$2,083.35	
WNCC	<u>\$2,083.33</u>	
		<u>\$12,500</u>

Total	\$50,000
-------	----------

Travel: Travel expenses will be billed to the Commission separately with prior approval and in accordance with state policy. All requests for reimbursement of travel and lodging expenses shall be fully itemized, including the amount, date, place, and essential character of the expense incurred.

RESOLUTION

The Central Community College Board of Governors authorizes the College President to sign the CCPE P-20 Agreement.