

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

AGENDA

October 18, 2018 – 6:00 p.m.

Learning Community Center of North Omaha, 1612 N. 24th Street
Omaha, NE

1. Call Meeting to Order/Pledge of Allegiance
2. Public Notice and Compliance with Open Meetings Act
3. Roll Call
4. Approval of Public Hearing and Council Minutes – August 23, 2018
5. Reports
 - a) Chair
 - i. Remind Subcouncils to meet with representatives of the school districts to share what activities are being done in support of LEP and Poverty students that align with the Community Achievement Plan (CAP) by November 9, 2018
 - b) Treasurer
 - i. **Action Item:** Accept Treasurer's Reports dated August 31, 2018 and September 30, 2018
 - ii. **Action Item:** Approve Fourth Quarter Budget to Actual Report
 - c) Chief Executive Officer
 - i. CEO Goals
 1. Upon recommendation of the Executive Committee, motion to approve the 2018/2019 CEO Goals as presented.
 - ii. Yale Apartments Situation
 - d) Council Member / Achievement Subcouncil Reports
 - e) Legal Counsel
6. Public Comments
7. Superintendents' Plan for Early Childhood Education Evaluation Report
8. Learning Community Center of South Omaha Update – Renee Franklin

9. Learning Community Center of North Omaha Update – Renee Franklin /Jamalia Parker

Upon recommendation of Achievement Subcouncil 2, motion to approve two part-time Child Learning Specialists positions to support the expansion of Parent University as presented in the job description.

10. Subcommittee Reports

a) Elementary Learning and Diversity Subcommittee

- i Discussion of 2019/2020 Diversity Plan
- ii. Presentation on Annual Report – Open Enrollment Section – David Moon
- iii. Remind Subcouncils to review Diversity Plan and hold forum by December 31

b) Budget, Finance & Audit Subcommittee

c) Legislative Subcommittee

- i. **Action Item:** Upon recommendation of the Legislative Subcommittee, motion that Kent Rogert of Jensen Rogert Associates be retained as a registered lobbyist of the Learning Community of Douglas and Sarpy Counties for a fee of \$28,000.00 for period November 1, 2018 to October 31, 2019 and \$28,500.00 for period November 1, 2019 to October 31, 2020.

ii. Legislative Review

Action Item: Upon recommendation of the Legislative Subcommittee, motion to approve legislative strategy to change Diversity Plan language on Diversity Plan goals, remove 10% Expenditure lid and change Annual Report due date as per legislative bill provided..

11. New Business

12. Unfinished Business

a) Carroll Communications Recommendation

- i. **Action Item:** Upon recommendation of the Chief Executive Officer, motion to renew contract with Carroll Communications, Inc. for communications services, as set forth in the document entitled Service Agreement, and to appropriate up to \$97,760.00 from the General Fund Budget for FY 2018/2019. Approval is contingent upon Council approval of the 2018/2019 fiscal year budget for the Learning Community.

b) Learning Community Foundation

- i. **Action Item:** Upon recommendation of the Executive Committee, motion to approve the formation of the Learning Community Foundation as set forth in the Articles of Incorporation and Bylaws as presented.

13. Next Council Meeting –

- November 15, 2018, Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

14. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee	To Be Determined
LC Coordinating Council	November 15, 2018, 6:00 p.m. Learning Community Center of North Omaha, 1612 N. 24 th Street, Omaha, NE
Subcouncil #1	To Be Determined
Subcouncil #2	To Be Determined
Subcouncil #3	To Be Determined
Subcouncil #4	To Be Determined
Subcouncil #5	To Be Determined
Subcouncil #6	To Be Determined

DOCUMENTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS:

- Public Hearing and LCCC Minutes dated August 23, 2018
- Treasurer's Reports dated August 31, 2018 and September 30, 2018
- Fourth Quarter Budget to Actual Report
- CEO 2018/2019 Goals
- Child Learning Specialist Job Description and Recommendation
- Proposed Diversity Plan 2019/2020
- Kent Rogert's Recommendation and Contract
- Carroll Communications Recommendation and Contract
- Learning Community Foundation Articles and Bylaws

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

August 23, 2018

A public hearing of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held on August 23, 2018, at the Learning Community Center of North Omaha, 1612 North 24th Street, Omaha, Nebraska 68110. Notice of the meeting, containing the date, time, place, and agenda, was given in advance thereof by publication in the Daily Record on August 17, 2018. The proofs of publication have been received and will be made a permanent part of the record of the meeting. Notice of the agenda was given to all members of the Council on August 15, 2018.

1. **Call Meeting to Order.** The meeting was convened and called to order by Chair Chang at 5:00 p.m. and began with recitation of the Pledge of Allegiance.
2. **Public Notice & Compliance with Open Meetings Act.** Chair Chang announced that the Nebraska Open Meetings Act was posted at the entrance to the room and that copies of materials being reviewed by the Council were available to the public.

3. **Roll Call.**

Voting Members Present: Anderson, Hager, Hartnett, Heidel, Jacobson, Kelley, Ward, Chang

Voting Members Excused: Avery

Voting Members Absent: Hahn, Williams, Woodward

Staff Present: Moon, Franklin, Benzel, Patton

4. Public Hearing on Amendment to 2017-2018 Budget for the Learning Community of Douglas and Sarpy Counties. A presentation was provided by David Moon.
5. Public Comment on Presented Amended Budget - None
6. Next Council Meeting – August 23, 2018, 6:00 p.m., Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE
7. Adjournment – 5:08 p.m.

Nancy Jacobson, Secretary

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

August 23, 2018

A public hearing of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held on August 23, 2018, at the Learning Community Center of North Omaha, 1612 North 24th Street, Omaha, Nebraska 68110. Notice of the meeting, containing the date, time, place, and agenda, was given in advance thereof by publication in the Daily Record on August 17, 2018. The proofs of publication have been received and will be made a permanent part of the record of the meeting. Notice of the agenda was given to all members of the Council on August 15, 2018.

1. **Call Meeting to Order.** The meeting was convened and called to order by Chair Chang at 5:15 p.m.
2. **Public Notice & Compliance with Open Meetings Act.** Chair Chang announced that the Nebraska Open Meetings Act was posted at the entrance to the room and that copies of materials being reviewed by the Council were available to the public.

3. **Roll Call.**

Voting Members Present: Anderson, Hager, Hartnett, Heidel, Jacobson, Kelley, Ward, Williams, Woodward, Chang

Voting Members Excused: Avery

Voting Members Absent: Hahn

Staff Present: Moon, Franklin, Benzel, Patton

4. Public Hearing on the Proposed 2018-2019 Budget for the Learning Community of Douglas and Sarpy Counties. A presentation was provided by David Moon. Discussion took place.
5. Public Hearing on the Property Tax Requirements for the Learning Community of Douglas and Sarpy Counties for the 2018-2019 Fiscal Year. A presentation was provided by David Moon
6. Public Comment on Presented Budgets and Levies was provided by:

Jim Jaksma, 1731 N. C St, Fremont, NE – Outcome Studies
Jim Sazama, 9161 Charles, Omaha, NE – Spending and Budget
Joel Hunt, 2212 S 36th St., Lincoln, NE – LB 1070
Doug Wittmann, 124 Co. Rd. M, NE – Budget
Eric Servellon, 4427 S. 21st St., Omaha, NE – LC Budget and Programs
Larry Storer, 5015 Lafayette Ave., Omaha, NE - Constituionality

7. Next Council Meeting – August 23, 2018, 6:00 p.m., Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE
8. Adjournment – 6:15 p.m.

Nancy Jacobson, Secretary

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

August 23, 2018

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held on August 23, 2018, at the Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, Nebraska 68110. Notice of the meeting, containing the date, time, place and agenda, was given in advance thereof by publication in the Daily Record on August 16, 2018. The proofs of publication have been received and will be made a permanent part of the record of the meeting. Notice of the agenda was given to all members of the Council on August 15, 2018.

1. **Call Meeting to Order.** The meeting was convened and called to order by Chair Chang at 6:35 p.m. and began with the recitation of the Pledge of Allegiance.
2. **Public Notice & Compliance with Open Meetings Act.** Chair Chang announced that the Nebraska Open Meetings Act was posted at the room entrance and that copies of materials being reviewed by the Council were available to the public.

3. **Roll Call.**

Voting Members Present: Anderson, Hager, Harnett, Heidel, Jacobson, Kelley, Ward, Williams, Woodward, Chang

Voting Members Excused: Avery

Voting Members Absent: Hahn

Staff Present: Moon, Franklin, Parker, Benzel, Patton

Also Present: Margaret Hershiser, Alex Wolf, Koley Jessen P.C.; Loretta Carroll, Carroll Communications

4. **Approval of Minutes.** Chair Chang presented the Council minutes from the August 9, 2018 public meeting of the Council. Motion by Mr. Hager, seconded by Ms. Kelley, to approve the minutes of the Council meeting held on August 9, 2018. Yeas: Anderson, Hager, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**

5. **Reports**

- a) Chair - Chair Chang reported the CEO 2018/2019 goals will be brought to the Council at the October 18, 2018 LCCC meeting.
- b) Treasurer – No Report
- c) Chief Executive Officer – Mr. Patton indicated he will provide a CAP progress report presentation at NDE on November 1, 2018. He reported on the Grade Level Reading campaign, “BeKind” resolution and “MOMAHA” article on the Learning Community.
- d) Council Member / Achievement Subcouncil Reports – Ms. Ward provided a report.
- e) Legal Counsel – No Report

6. Public Comments – Public Comment was provided by:

Jim Sazama, 9161 Charles St., Omaha, NE – LC Spending
Doug Whittman, 124 Cr M Dodge, Omaha, NE – Superintendents Plan
Jim Saksma, 1731 N C St., Fremont, NE – Pilot Study
Larry Storer, 5015 Lafayette Avenue, Omaha, NE – Research and Evaluation

7. A Superintendents' Plan for Early Childhood Education Update – No Report

It is noted for the record that Mr. Hager left the meeting at 7:29 p.m.

8. Learning Community Center of South Omaha Update -

- a) Motion by Mr. Hartnett, seconded by Ms. Jacobson, upon recommendation of the Executive Committee, to renew contract with Lutheran Family Services of Nebraska at Learning Community Center of South Omaha, for family liaison services, as set forth in the document entitled Service Provider Agreement, and appropriate up to \$96,233.00 from the Learning Community Center of South Omaha Elementary Learning Center Fund Budget for FY 2018/2019. Approval is contingent upon Council approval of authorization of the elementary levy and the 2018/2019 fiscal year budget for the Learning Community. Subcouncil 5 met June 20, 2018 and was unable to come to a consensus. This motion shall serve as a recommendation to the full Council. Discussion took place. A handout was provided. Yeas: Anderson, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**

It is noted for the record that Mr. Hager returned to the meeting at 7:33 p.m.

9. Learning Community Center of North Omaha Update-

- a) Motion by Dr. Williams, seconded by Ms. Jacobson, upon recommendation of the Subcouncil 2, to renew contract with Lutheran Family Services of Nebraska at Learning Community Center of North Omaha, for family liaison services, as set forth in the document entitled Service Provider Agreement, and appropriate up to \$203,882.00 from the Learning Community Center of North Omaha Elementary Learning Center Fund Budget for FY 2018/2019. Approval is contingent upon Council approval of authorization of the elementary levy and the 2018/2019 fiscal year budget for the Learning Community. Discussion took place. A handout was provided. Yeas: Anderson, Hager, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**

10. Subcommittee Reports

- a) Elementary Learning and Diversity Subcommittee – No Report
- b) Budget, Finance & Audit Subcommittee - A FY 2018-2019 Proposed Budget and Levies Informational Presentation was provided by David Moon. Discussion took place.

i. **Action Items:** 2018-2019 Budget

1. Motion by Mr. Hager, seconded by Ms. Anderson, upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the General Fund Budget for the 2018-2019 fiscal year in the amount of \$583,540, calling for a total property tax requirement of \$0. Discussion took place. Yeas: Anderson, Hager, Hartnett, Heidel, Jacobson, Kelley, Williams,

Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**

2. Motion by Mr.; Hager, seconded by Dr. Williams, upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the Capital Projects Fund Budget for the 2018-2019 fiscal year in the amount of \$803,000, calling for a property tax requirement of \$740,289, plus a 1% County Treasurer Collection Fee of \$7,478, for a total property tax requirement of \$747,767. Discussion took place. Yeas: Anderson, Hager, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**
3. Motion by Mr. Hager, seconded by Ms. Kelley, upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the Elementary Learning Center Fund Budget for the 2018-2019 fiscal year in the amount of \$8,051,521, calling for a property tax requirement of \$8,883,469 plus a 1% County Treasurer Collection Fee of \$89,732 for a total property tax requirement of \$8,973,201. Discussion took place. Yeas: Anderson, Hager, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**
4. Motion by Mr. Hager, seconded by Dr. Williams, upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the Research & Evaluation Fund Budget for the 2018-2019 fiscal year in the amount of \$1,031,641, calling for a total property tax requirement of \$0. Discussion took place. Yeas: Anderson, Hager, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**

ii. **Action Item:** 2018 Tax Year Levy Resolutions

Motion by Mr. Hager, seconded by Ms. Jacobson, upon recommendation of the Budget, Finance & Audit Subcommittee, I move adoption of the following resolutions:

WHEREAS, Nebraska Revised Statute § 77-1601.02 provides that the property tax requests for the prior year shall be the property tax requests of the Learning Community of Douglas and Sarpy Counties for the current year for purposes of the levy set by the County Board of Equalization unless the Coordinating Council passes by majority vote a resolution setting the tax requests at a different amount; and

WHEREAS, a special public hearing was held on August 23, 2018 as required by law to receive and consider public comments regarding the proposed property tax requests of the Learning Community, notice of the special public hearing having been given in accordance with Nebraska Revised Statute § 77-1601.02.

BE IT RESOLVED that the Coordinating Council of the Learning Community of Douglas and Sarpy Counties hereby alters its Capital Projects Levy property tax request for the 2018-2019 fiscal year from a tax request of \$705,617 to a tax request of \$747,767 resulting in a tax rate of 0.001250; and

BE IT RESOLVED that the Coordinating Council of the Learning Community of Douglas and Sarpy Counties hereby alters its Elementary Learning Centers Levy property tax request for the 2018-2019 fiscal year from a tax request of \$8,467,409 to a tax request of \$8,973,201 resulting in a tax rate of 0.015000.

BE IT FURTHER RESOLVED that a copy of this Resolution be certified and forwarded to the Douglas County Clerk on or before September 1, 2018.

Yeas: Anderson, Hager, Hartnett, Heidel, Jacobson, Kelley, Williams, Woodward, Chang. Abstain: None. Nays: Ward. **Motion carried.**

c) Legislative Subcommittee – Mr. Hartnett provided a report.

11. New Business

- a) Discuss Carroll Communications Contract - Loretta Carroll provided a presentation. Discussion took place.
- b) Discuss Kent Rogert's Contract - Discussion took place.
- c) Learning Community Foundation – Motion by Ms. Kelley, seconded by Mr. Hager, to approve the formation of the Learning Community Foundation as set forth in the Articles of Incorporation and Bylaws. Discussion took place. Motion by Ms. Ward, seconded by Ms. Anderson, to end discussion and table motion. Yeas: Anderson, Heidel, Jacobson, Ward, Woodward. Abstain: Williams. Nays: Hager, Hartnett, Kelley, Chang. **Motion carried.**

12. Unfinished Business – No Report

13. Next Council Meeting –

- October 18, 2018, Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

14. Adjournment – Meeting was adjourned with unanimous approval at 9:10 p.m.

Documents provided were as follows, copies of which will be made a permanent part of the record of the meeting:

- LCCC Minutes dated August 9, 2018
- Lutheran Family Services Recommendation and Contract for LCCSO
- Lutheran Family Services Recommendation and Contract for LCCNO
- Learning Community Projected Budget Summary 2018-2019

Nancy Jacobson, Secretary

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

August 31, 2018

Trans Description	Credit Amt	Date	Reference
Pettit's Pastry	\$ 22.00	8/1/2018	CC
Subway	\$ 10.73	8/1/2018	CC
Sprint Corporation	\$ 304.62	8/1/2018	CC
United States Postal Service	\$ 100.00	8/1/2018	CC
Stamps.com	\$ 15.99	8/1/2018	CC
Mutual of Omaha Credit Card	\$ 90.00	8/1/2018	CC
Buffett Early Childhood Instit	\$ 31,166.66	8/2/2018	3529
UNMC	\$ 32,076.75	8/2/2018	3530
Buffett Early Childhood Instit	\$ 112,513.50	8/2/2018	3161
Carroll Communications	\$ 8,465.00	8/2/2018	3162
Control Yours	\$ 4,724.50	8/2/2018	3163
Omaha Public Library	\$ 3,562.50	8/2/2018	3164
One World Community Health Cen	\$ 93,256.16	8/2/2018	3165
Lund Company	\$ 50,114.43	8/2/2018	1127
HELP Foundation of Omaha	\$ 10,702.55	8/2/2018	1128
BASE	\$ 37.50	8/7/2018	3166
Base Flex Account	\$ 379.00	8/7/2018	3167
Colonial Life	\$ 924.45	8/7/2018	3168
City of Omaha	\$ 100.00	8/7/2018	3169
Control Yours	\$ 1,899.75	8/7/2018	3170
Culligan of Omaha	\$ 104.95	8/7/2018	3171
The Daily Record	\$ 186.30	8/7/2018	3172
Envisage Creative Group	\$ 24.95	8/7/2018	3173
Graphic Technologies	\$ 87.50	8/7/2018	3174
InfiNet Solutions, Inc.	\$ 1,639.00	8/7/2018	3175
Konica Minolta Business Soluti	\$ 189.80	8/7/2018	3176
Lion's Gate Security Solutions	\$ 859.68	8/7/2018	3177
Midlands Business Journal	\$ 75.00	8/7/2018	3178
NE Council of School Administr	\$ 195.00	8/7/2018	3179
Old Mattress Factory Bar & Gri	\$ 1,072.50	8/7/2018	3180
The Prevention Group	\$ 350.00	8/7/2018	3181
The Prevention Group	\$ 350.00	8/7/2018	3182
Regal Awards & Advertising Spe	\$ 13.50	8/7/2018	3183
Scantron Corporation	\$ 200.00	8/7/2018	3184
TAPS	\$ 733.40	8/7/2018	3185
Old Mattress Factory Bar & Gri	\$ 210.00	8/13/2018	3186
Panera Bread Cafe 1202	\$ 18.95	8/14/2018	CC
Dropbox	\$ 99.00	8/14/2018	CC
Panera Bread Cafe 1202	\$ 17.76	8/14/2018	CC
HyVee	\$ 22.98	8/14/2018	CC
Shields, Philice Catering	\$ 150.00	8/14/2018	CC
United States Postal Service	\$ 100.00	8/14/2018	CC
Shields, Philice Catering	\$ 200.00	8/14/2018	CC
Dr Walker, Jeffery L.	\$ 600.00	8/15/2018	3187
PAYCHEX	\$ 243.99	8/15/2018	DC
Paychex deduction for direct deposits	\$ 46,991.65	8/15/2018	07/2018 Payroll
Paychex deduction for direct deposits	\$ 318.69	8/15/2018	07/2018 Payroll
Paychex deduction for payroll taxes	\$ 18,856.12	8/15/2018	07/2018 Payroll
Microsoft Corporation	\$ 18.00	8/17/2018	DC
Jensen Rogert Associates, Inc.	\$ 2,291.67	8/23/2018	3188
Koley Jessen	\$ 2,890.00	8/23/2018	3189
Omaha Public Schools (OPS)	\$ 45,282.49	8/23/2018	3190
One World Community Health Cen	\$ 3,450.91	8/23/2018	3191
Surreal Media Lab, LLC	\$ 2,650.00	8/23/2018	3192
Amazon.com	\$ 33.99	8/29/2018	DC
Amazon.com	\$ 98.17	8/29/2018	DC
Control Yours	\$ (175.00)	8/31/2018	2995V
City of Omaha False Alarm Redu	\$ 50.00	8/31/2018	3193

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

August 31, 2018

Trans Description	Credit Amt	Date	Reference
Colonial Life	\$ 924.45	8/31/2018	3194
Occupational Health Centers of	\$ 59.00	8/31/2018	3195
Control Yours	\$ 350.00	8/31/2018	3196
The Daily Record	\$ 402.10	8/31/2018	3197
Elman Printing	\$ 303.00	8/31/2018	3198
Envisage Creative Group	\$ 24.95	8/31/2018	3199
HyVee	\$ 355.00	8/31/2018	3200
Konica Minolta Business Soluti	\$ 394.82	8/31/2018	3201
Lion's Gate Security Solutions	\$ 1,665.92	8/31/2018	3202
Madison National Life	\$ 468.97	8/31/2018	3203
NE Council of School Administr	\$ 235.00	8/31/2018	3204
Omaha Bridges Out of Poverty,	\$ 1,492.50	8/31/2018	3205
The Prevention Group	\$ 375.00	8/31/2018	3206
Philadelphia Insurance Compani	\$ 446.33	8/31/2018	3207
The Prevention Group	\$ 350.00	8/31/2018	3208
Scantron Corporation	\$ 200.00	8/31/2018	3209
TAPS	\$ 1,827.80	8/31/2018	3210
TAPS	\$ 1,064.00	8/31/2018	3211
United Rent-All	\$ 6.15	8/31/2018	3212
zTrip NE (formerly HappyCab)	\$ 444.15	8/31/2018	3213
zTrip NE (formerly HappyCab)	\$ 1,567.52	8/31/2018	3214
Geiger	\$ 745.80	8/31/2018	3215
One Source The Background Chec	\$ 105.55	8/31/2018	3216
Pay-LESS Office Products, Inc.	\$ 1,841.72	8/31/2018	3217
Lund Company	\$ 45,341.61	8/31/2018	1129
Total August Expenditures	\$ 541,958.38		

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

September 30, 2018

Trans Description	Credit Amt	Date	Reference
HELP Foundation of Omaha	\$ 9,246.90	9/6/2018	1130
Paychex deduction for payroll taxes	\$ 18,768.20	9/14/2018	08/2018 Payroll
Paychex deduction for direct deposits	\$ 45,219.37	9/14/2018	08/2018 Payroll
PAYCHEX	\$ 228.18	9/14/2018	DC
Kyoto Japanese Steakhouse	\$ 40.71	9/14/2018	CC
Sozo American Cuisine	\$ 40.03	9/14/2018	CC
Cunningham's Journal on the La	\$ 14.47	9/14/2018	CC
Holiday Inn Kearney	\$ 262.62	9/14/2018	CC
Beacon Hills Grill & Bar	\$ 47.57	9/14/2018	CC
Della Costa Restaurant	\$ 29.13	9/14/2018	CC
Open Sky Policy Insititute	\$ 25.00	9/14/2018	CC
Jason's Deli	\$ 39.06	9/14/2018	CC
University of Nebrasaka at Oma	\$ 75.00	9/14/2018	CC
Shields, Philice Catering	\$ 150.00	9/14/2018	CC
Stamps.com	\$ 15.99	9/14/2018	CC
Shields, Philice Catering	\$ 150.00	9/14/2018	CC
Amazon.com	\$ 36.49	9/14/2018	CC
Sprint Corporation	\$ 304.99	9/14/2018	CC
Sprint Corporation	\$ 281.45	9/14/2018	CC
Shields, Philice Catering	\$ 150.00	9/14/2018	CC
WalMart	\$ 41.50	9/14/2018	CC
United States Postal Service	\$ 100.00	9/14/2018	CC
Microsoft Corporation	\$ 20.90	9/17/2018	DC
Lund Company	\$ 45,341.61	9/26/2018	1129
HELP Foundation of Omaha	\$ 9,246.90	9/26/2018	1130
Blue Cross Blue Shield of Nebr	\$ 15,716.26	9/26/2018	3218
Control Yours	\$ 2,382.75	9/26/2018	3219
Douglas County Treasurer	\$ 5,684.89	9/26/2018	3220
Infinet Solutions, Inc.	\$ 3,281.10	9/26/2018	3221
Jensen Rogert Associates, Inc.	\$ 2,291.67	9/26/2018	3222
Koley Jessen	\$ 10,785.71	9/26/2018	3223
Omaha World Herald	\$ 4,199.00	9/26/2018	3224
One World Community Health Cen	\$ 3,397.90	9/26/2018	3225
Surreal Media Lab, LLC	\$ 2,000.00	9/26/2018	3226
TAPS	\$ 2,040.60	9/26/2018	3227
Accident Fund	\$ 720.75	9/26/2018	3228
Base	\$ 37.50	9/26/2018	3229
Colonial Life	\$ 858.90	9/26/2018	3230
Occupational Health Centers of	\$ 59.00	9/26/2018	3231
Control Yours	\$ 175.00	9/26/2018	3233
Culligan of Omaha	\$ 50.50	9/26/2018	3234
The Daily Record	\$ 20.30	9/26/2018	3235
EDUCATIONAL SERVICE UNIT #3	\$ 1,100.00	9/26/2018	3236
Envisage Creative Group	\$ 24.95	9/26/2018	3237
Geiger	\$ 1,479.87	9/26/2018	3238
Graphic Technologies	\$ 814.03	9/26/2018	3239
HyVee	\$ 908.16	9/26/2018	3240
JTECH Communications	\$ 58.00	9/26/2018	3241
Konica Minolta Business Soluti	\$ 809.39	9/26/2018	3242
Konica Minolta Business Soluti	\$ 382.31	9/26/2018	3243
Philadelphia Insurance Compani	\$ 892.66	9/26/2018	3244
Scantron Corporation (formerly P&L)	\$ 200.00	9/26/2018	3245
Voices for Children in Nebraska	\$ 300.00	9/26/2018	3246
zTrip NE (formerly HappyCab)	\$ 1,229.44	9/26/2018	3247
Deluxe Corp.	\$ 220.79	9/26/2018	3248
Total September Expenditures	\$ 191,997.50		

Learning Community of Douglas and Sarpy Counties
FY 2017-2018 Budget to Actual - General Administration

For Period Ending: 8/31/2018

% of time Elapsed: 100%

	Current FY Budget	Actual Spent	% of Budget	Remaining Budget
	General	General	General	General
Beginning General Fund Cash Reserves	\$ 315,482	\$ 315,482		
Appropriation	\$ 500,000	\$ 500,000	100%	\$ -
Interest	\$ 750	\$ 325	43%	\$ 425
Total Revenues	\$ 500,750	\$ 500,325	100%	\$ 425
General Expenses				
Coordinating Council				
Training/Orientation	\$ 500	\$ -	0%	\$ 500
Conference Expenses	\$ 7,500	\$ 3,209	43%	\$ 4,291
Occupancy	\$ 1,500	\$ -	0%	\$ 1,500
Published Notice	\$ 3,500	\$ 1,224	35%	\$ 2,276
Election Commission	\$ 10,000	\$ 6,941	69%	\$ 3,059
Reimbursed Expenses	\$ 2,060	\$ 144	7%	\$ 1,916
Technology/Equipment	\$ 3,090	\$ 16	1%	\$ 3,074
Other Misc	\$ 5,000	\$ 754	15%	\$ 4,246
Coordinating Council - Subtotal	\$ 33,150	\$ 12,289	37%	\$ 20,861
Administration				
CEO Salary	\$ 138,000	\$ 142,296	103%	\$ (4,296)
Other Salaries and Wages	\$ 170,100	\$ 171,648	101%	\$ (1,548)
Payroll Taxes	\$ 23,190	\$ 22,963	99%	\$ 227
Benefit Expense	\$ 54,700	\$ 56,478	103%	\$ (1,778)
Dues and Memberships	\$ 6,500	\$ 6,189	95%	\$ 311
Conference/Professional Devel. Exp.	\$ 10,000	\$ 9,987	100%	\$ 13
Public Accountant	\$ 10,000	\$ 6,697	67%	\$ 3,303
State Audit	\$ 11,000	\$ 8,823	80%	\$ 2,178
Telecommunications/Website	\$ 5,150	\$ 12,836	249%	\$ (7,686)
Supplies	\$ 5,150	\$ 3,499	68%	\$ 1,651
Furniture	\$ 5,150	\$ -	0%	\$ 5,150
Printing and Postage	\$ 16,480	\$ 9,954	60%	\$ 6,526
Technology/Equipment	\$ 17,730	\$ 18,507	104%	\$ (777)
Reimbursed Expenses	\$ 5,150	\$ 1,777	35%	\$ 3,373
Other Misc	\$ 15,000	\$ 23,717	158%	\$ (8,717)
Subtotal Administration	\$ 493,300	\$ 495,370	100%	\$ (2,070)
Total Expenses	\$ 526,450	\$ 507,658	96%	\$ 18,792
Difference of Revenues & Expenses	\$ (25,700)	\$ (7,333)		
Ending General Fund Cash Reserves	\$ 289,782	\$ 308,149		

Learning Community of Douglas and Sarpy Counties
FY 2017-2018 Budget to Actual - ELC Operations

For Period Ending: 8/31/2018% of time Elapsed: 100%

	Current FY Budget	Actual Spent	% of Budget	Remaining Budget
	ELC Operating	ELC Operating	ELC Operating	ELC Operating
Beginning ELC Fund Cash Reserves	\$ 3,895,407	\$ 3,895,407		
ELC Operating Levy	\$ 8,382,735	\$ 8,461,180	101%	\$ (78,445)
Interest	\$ 1,500	\$ 1,808	121%	\$ (308)
Total Revenues	\$ 8,384,235	\$ 8,462,988	101%	\$ (78,753)
Pilot Programming				
Subcouncil 1 ELC Programming	\$ 182,473	\$ 181,035	99%	\$ 1,438
Subcouncil 2 ELC Programming	\$ -	\$ 9,075	100%	\$ (9,075)
Subcouncil 3 ELC Programming	\$ 329,839	\$ 319,381	97%	\$ 10,458
Subcouncil 4 ELC Programming	\$ 127,442	\$ 116,386	91%	\$ 11,057
Subcouncil 5 ELC Programming	\$ 597,742	\$ 568,637	95%	\$ 29,106
Subcouncil 6 ELC Programming	\$ 114,740	\$ 112,057	98%	\$ 2,683
Programming - Subtotal	\$ 1,352,237	\$ 1,306,571	97%	\$ 45,666
North Omaha Center				
Early Childhood Partnership	\$ 942,667	\$ 891,950	95%	\$ 50,717
Subcouncil 2 Family Support Liaisons	\$ 228,375	\$ 143,371	63%	\$ 85,004
Childcare Director Training	\$ 191,720	\$ 242,111	126%	\$ (50,391)
Parent University	\$ 721,400	\$ 730,246	101%	\$ (8,846)
Center Operations	\$ 88,750	\$ 83,959	95%	\$ 4,791
North Omaha Center - Subtotal	\$ 2,172,912	\$ 2,091,637	96%	\$ 81,275
South Omaha Center				
South Omaha Center	\$ 1,119,074	\$ 1,119,074	100%	\$ 0
Subcouncil 5 Family Support Liaisons	\$ 170,405	\$ 41,596	24%	\$ 128,809
South Omaha Center - Subtotal	\$ 1,289,479	\$ 1,160,669	90%	\$ 128,810
Superintendent's Early Childhood Plan				
Superintendent's Early Childhood Plan	\$ 2,600,000	\$ 2,551,544	98%	\$ 48,456
Superintendent's Plan - Subtotal	\$ 2,600,000	\$ 2,551,544	98%	\$ 48,456
General Expenses				
Admin-Community Relations	\$ 125,000	\$ 109,039	87%	\$ 15,961
Admin-Legal	\$ 30,000	\$ 35,873	120%	\$ (5,873)
Admin-Insurance/Bonding	\$ 66,950	\$ 59,641	89%	\$ 7,309
Admin-Lobbying	\$ 30,000	\$ 27,681	92%	\$ 2,319
Admin-Contracted Services	\$ 5,150	\$ 4,054	79%	\$ 1,096
Salaries and Wages	\$ 112,000	\$ 111,784	100%	\$ 216
Payroll Taxes	\$ 8,400	\$ 8,488	101%	\$ (88)
Benefit Expense	\$ 9,700	\$ 13,870	143%	\$ (4,170)
Contracted Services	\$ -	\$ 360	100%	\$ (360)
Other Misc. Expenses	\$ 12,300	\$ 1,275	10%	\$ 11,025
General Expenses - Subtotal	\$ 399,500	\$ 372,065	93%	\$ 27,435
Total Expenses	\$ 7,814,128	\$ 7,482,486	96%	\$ 331,642
Difference of Revenues & Expenses	\$ 570,107	\$ 980,502		
Ending ELC Fund Cash Reserves	\$ 4,465,513	\$ 4,875,909		

Learning Community of Douglas and Sarpy Counties
FY 2017-2018 Budget to Actual - Capital Projects

For Period Ending: 8/31/2018% of time Elapsed: 100%

	Current FY Budget	Actual Spent	% of Budget	Remaining Budget
	Capital Projects	Capital Projects	Capital Projects	Capital Projects
Beg. Cap. Proj. Fund Cash Reserves	\$ 746,141	\$ 746,141		
Capital Projects Levy Proceeds	\$ 698,561	\$ 722,316	103%	\$ (23,754)
Interest	\$ 750	\$ 331	44%	\$ 419
Total Revenues	\$ 699,311	\$ 722,646	103%	\$ (23,335)
Learning Centers				
North Omaha Center - Renovations	\$ -	\$ -	100%	\$ -
North Omaha Center - Lease Payments	\$ 585,000	\$ 589,584	101%	\$ (4,584)
South Omaha Center - Lease Payments	\$ 128,900	\$ 116,382	90%	\$ 12,518
Total Expenses	\$ 713,900	\$ 705,965	99%	\$ 7,935
Difference of Revenues & Expenses	\$ (14,589)	\$ 16,681		
End. Cap. Proj. Fund Cash Reserves	\$ 731,552	\$ 762,822		

Learning Community of Douglas and Sarpy Counties
FY 2017-2018 Budget to Actual - Research & Evaluation

For Period Ending: 8/31/2018% of time Elapsed: 100%

	Current FY Budget	Actual Spent	% of Budget	Remaining Budget
	Research & Evaluation	Research & Evaluation	Research & Evaluation	Research & Evaluation
Beg. Res. & Eval. Fund Cash Reserves	\$ 441,182	\$ 441,182		
ESU Core Svcs (Res & Eval)	\$ 741,934	\$ 726,792	98%	\$ 15,142
Total Revenues	\$ 741,934	\$ 726,792	98%	\$ 15,142
Research & Evaluation				
Diversity Plan Evaluation	\$ 5,000	\$ -	0%	\$ 5,000
Program Evaluation & Research	\$ 384,921	\$ 385,191	100%	\$ (270)
Truancy Initiative Evaluation	\$ 95,000	\$ 95,000	100%	\$ -
Superintendent's Plan Evaluation	\$ 374,000	\$ 374,000	100%	\$ 0
Total Expenses	\$ 858,921	\$ 854,191	99%	\$ 4,730
Difference of Revenues & Expenses	\$ (116,987)	\$ (127,399)		
End. Res. & Eval. Fund Cash Reserves	\$ 324,195	\$ 313,783		

This Fund is restricted to research and evaluation related disbursements only

Learning Community of Douglas and Sarpy Counties CEO Goals for 2018-2019

Goal #1

Expand Learning Community programs that align with the Learning Community's strategic plan and with the Community Achievement Plan (Early Childhood, Attendance, 2Gen activities at both centers and the MOEC Collective Impact Plan).

- Secure Council approval of plan to pursue additional 2Gen programming (e.g., parent living wage opportunities) related to North and/or South Centers in collaboration with Metro Community College and the business community. (by June 30, 2019)
- Secure Council approval of plan for creation of a third Learning Community Center in collaboration with districts in Achievement Subcouncils 3, 4 and 6. (by June 30, 2019)
- Secure Council approval to partner with United Way and MOEC in the Campaign for Grade Level Reading. (by June 30, 2019)

Goal #2

Create an operating Foundation for the Learning Community to secure additional funds in support of the Learning Community's mission.

- Secure approval from the Coordinating Council for Foundation formation. (by October 31, 2018)
- File Articles of Incorporation with Secretary of State. (by December 31, 2018)
- Submit application to the Internal Revenue Service for tax exempt status. (by December 31, 2018)
- Recruit initial Foundation board members and secure their commitment to serve. (by December 31, 2018)
- Create staffing plan for the Foundation. (by June 30, 2019)

Goal #3

Expand and enhance the Learning Community's visibility and influence in the community and in the State.

- Demonstrate intentional and successful cultivation and engagement of State education leaders (Superintendents, Senators, State Board of Education, Nebraska Department of Education, NASB, ESU's, etc.) in the work of the Learning Community. (by June 30, 2019)

- Engage educational and community partners in the development of an annual or semi-annual “Two Generation Conference” highlighting the work of the Learning Community and other successful parent engagement initiatives. (by June 30, 2019)
- Develop and implement a communication and engagement plan for the Community Achievement Plan that creates focus, recruits additional partners, and incorporates specific actions and accountabilities. (by June 30, 2019)

MEMORANDUM

TO: Members of the Learning Community Coordinating Council

FROM: Renee Franklin and Jamalia Parker

DATE: October 2018

Requested Action: Approval of two additional part time Child Learning Specialists

Background and Scope:

One of the many barriers Parent University eliminates for our parent partners is supervision of their children while they are onsite participating in courses. Parent University currently provides course programming during the day and evening (Monday through Thursday) and in the morning and afternoon on most Saturdays. In the month of October, there are 34 different classes offered throughout the month.

Performance

In order to provide an environment where our parent partners feel comfortable leaving their children in our care during their education, it's necessary Parent University provide consistent, high quality care and learning opportunities for their children while onsite. To date, this has been accomplished by hiring, training and developing two part time Child Learning Specialists to supplement and enhance what is currently being provided by an outside provider.

Rationale for Approval

The two Child Learning Specialists who were hired last year have made a significant impact on the quality of the child learning environment and parents have been pleased with consistent and engaged staff. However, there are still classes that are not being supported directly by a Learning Community staff. Adding two more part time Child Learning Specialist would allow for each class to ensure the environment in our children learning rooms consistently meets expectations and that learning is the focal point.

Recommendation

The two additional part time Child Specialist positions (job description attached) are recommended at \$14/ hour which is consistent with our current staffing plan and also provides a small savings as additional outside overhead from a provider is minimized. The total annual salaries equal \$32,000 are within the current Subcouncil 2 budget.

LEARNING COMMUNITY CENTER OF NORTH OMAHA

CHILD LEARNING SPECIALIST

Job Description

Job Title: Child Learning Specialist

Exemption Status: Non-Exempt

Starting Salary Range: \$14/hr.

Reports To: Learning Community Center of North Omaha Program Manager

General Description

The Child Learning Specialist will be responsible for helping to create and carry out lesson plans and activities for the children of parent participants of the Learning Community Center of North Omaha. This position will interact with children using art, music, reading time, and educational activities.

Essential Job Duties

Leadership

- Responsible for the direct care, supervision, and well-being of children in the center while implementing age appropriate activities using art, music, reading, and other educational activities.
- Displays effective communications skills, oral and written.
- Demonstrates a continuous commitment to customer service by maintaining a positive attitude, desire to learn and do the best job possible, empathy, self-awareness and integrity.
- Generates innovative ideas and alternatives to work assignments. Demonstrates ability to be flexible and adaptable to changing work conditions and/or project requirements.

Program Planning, Development, Implementation and Evaluation

- Responsible for the creation and implementation of curriculum to be used during child care opportunities.
- Monitor classroom areas to ensure the safety and wellbeing of all participants, providing a positive environment.
- Ensures child care rooms and toys are neat, clean, orderly and free of all safety impediments.
- Exemplifies and maintains appropriate behavior at all times for participants, actively listens to all children and parents and shows patience. Creates an environment of cooperation and friendliness.
- Provide excellent customer service to both internal and external customers.
- Records daily attendance and maintains accurate and complete records.
- Ensures supplies are well maintained and readily available.
- Active participation in staff meetings.
- Continuously evaluates and shares the needs and effectiveness of the child learning programs with Program Manager.
- Responds to parent and program manager feedback as needed to maximize effectiveness.

Management

- Consistently follows through with commitments, provides service/information thoroughly. Is timely in meeting deadlines and accomplishing job functions.
- Serves as a role model in adhering to all pertinent policies and procedures.
- Maintains professional appearance and attire.
- Attentive to the needs of staff and helps them reach their fullest potential; highly ethical; acts as a role model; demonstrates acceptance of individual differences, and encourages creativity in problem solving; uses influence to gain desired results and fosters a team environment.
- Demonstrates the ability to master new techniques or expectations, and can adjust properly to a changing environment.

Minimum Requirements

- High school diploma or equivalent required
- Experience working with groups, parents and families, preferably in an urban setting
- Demonstrated ability to create and maintain effective interpersonal relationships. Demonstrated ability to develop and implement creative and interactive lesson plans.
- Must possess ability to work with children of all ages; emphasis on infants to age 8.
- Demonstrated customer service skills.
- Demonstrated commitment to cultural respect and understanding and value of diversity.
- Demonstrated ability to set priorities for accomplishing assigned work, implement action plans and meet deadlines. Is detail oriented, with strong organizational and record-keeping skills. Flexibility to adapt and change as needed.

Desired Qualities

- Bachelor's Degree in Education
- Demonstrated experience in North Omaha or similar setting, working directly within early childhood or elementary education.
- Resourceful in approach to planning and accountability for accomplishing goals and objectives. Well-versed in the principles of early childhood education and family engagement.
- Is inclusive and collaborative in leadership style and involves those who will be affected by the decision-making process.
- Brings a passionate commitment and high energy level to his/her work in supporting the success of young children and their families

Physical Requirements

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job the employee is regularly required for extended periods to sit; use hands to finger, handle, or feel; and talk or hear. The employee is frequently required to stand and walk. The employee is occasionally required to lift and/or move up to 20 pounds and to reach with hands and arms, stoop, kneel, and crouch. The vision requirements include: ability to adjust focus, depth perception, distance vision and close vision.

The essential job duties detailed above is not an exhaustive list. Additional duties may be added, as necessary, or as assigned, by the Program Manager.

MEMORANDUM

TO: Members of the Learning Community Coordinating Council

FROM: David Patton

DATE: October 2018

JENSEN ♦ ROBERT ASSOCIATES, INC

Requested Action: Contract Renewal

Type of Contract: Fixed Cost

Terms: \$28,000.00 11/1/2018 – 10/31/2019
\$28,500.00 11/1/2019 – 10/31/2020

Background and Scope:

Performance Background:

Kent Rogert has served the interests of the Learning Community very well. He has maintained strong relationships with the Education Committee, the Appropriations Committee as well as the Speaker of the House. He is a well-respected member of the education lobby and is always accessible to the staff of the Learning Community.

Kent's work to help policy makers to better understand the Learning Community and the needs of students in poverty has been quite strong in every session. His efforts were most critical in the very substantial revision of LB 1033 during the 2017 session and monitoring the State Appropriations reduction.

Scope of Work:

- Provides professional representation in the Nebraska Legislature on any legislative bills, resolutions, amendments or studies relating to issues that affect the Learning Community.
- Represents the positions on proposed legislation as adopted by the Learning Community Coordinating Council.
- Uses his best professional judgment when rendering advice to the Learning Community and when providing professional representation in the Nebraska Legislature on the Learning Community's behalf.
- Responds to reasonable reporting requests by the Learning Community regarding activities

Rationale for Renewal:

Mr. Rogert has established a record of success for his work on behalf of the Learning Community, as noted above. Key Legislators have provided positive feedback with regard to Mr. Rogert's effectiveness in his representation of the Learning Community and his integrity in doing so. Mr. Rogert has the full confidence of the Learning Community staff.

Recommended Terms:

The recommended term of the contract is for a fee of \$28,000.00 per period November 1, 2018 to October 31, 2019, and \$28,500.00 for period November 1, 2019 to October 31, 2020. The current contract is for \$27,500.00.

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this 20th day of October 2016, by and between **JENSEN ♦ ROBERT ASSOCIATES, INC**, 625 S 14th St, Lincoln, NE 68508, hereinafter called "CONSULTANT," and **LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES**, hereinafter called "CLIENT." CONSULTANT and CLIENT may be referred to as "Party" in the singular and as "Parties" in the plural.

WHEREAS, CLIENT desires the services of CONSULTANT in the area of legislative and governmental representation; and

WHEREAS, CONSULTANT desires to perform such services for CLIENT;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties do hereby agree as follows:

1. **TERM:** The primary term of this Contract shall commence as of November 1st, 2018, (the "effective date") and shall continue until October 31st, 2020. This contract supersedes the previous contract.
2. **SERVICES:** Commencing on the effective date, CONSULTANT agrees to provide professional representation in the Nebraska Legislature on any legislative bills, resolutions, amendments or studies relating to issues that affect CLIENT. CONSULTANT shall use its best professional judgment when rendering advice to CLIENT and when providing professional representation in the Nebraska Legislature on CLIENT'S behalf. CONSULTANT expressly gives no guarantee regarding outcome of the issue or issues for which CONSULTANT'S services are herein contracted. CONSULTANT shall respond to reasonable reporting requests by the CLIENT regarding activities pursuant to this paragraph.
3. **COMPENSATION:** CLIENT shall pay CONSULTANT for services provided hereunder at the following rate: Twenty Eight Thousand Dollars (\$26,500.00) for period November 1, 2018 to October 31, 2019, payable in twelve equal monthly installments upon presentation of statement from CONSULTANT; Twenty Eight Thousand Five Hundred Dollars (\$28,500.00) for period November 1, 2019 to October 31, 2020, payable in twelve equal monthly installment upon presentation of statement from CONSULTANT. If contract is terminated for any reason, the balance of the unpaid annual total due is payable upon such termination.
4. **COMPENSATION FOR EXPENSES:** CLIENT shall pay CONSULTANT for necessary and actual out-of-pocket expenses incurred by CONSULTANT in the performance of services on behalf of CLIENT. Expenses incurred by the CONSULTANT over \$200/month must be approved by the CLIENT before any such reimbursement is made.

5. BILLING AND PAYMENT: CONSULTANT shall submit its statement to CLIENT no later than the fifth (5th) day of each month. The statement shall reflect the total amount due as compensation and any expenses incurred. For all expenses, CONSULTANT shall provide with the statement for each expenditure, the date, occasion, participants, and amount, and shall include copies of receipts or other documentation as required in the Internal Revenue Code. CLIENT shall pay CONSULTANT within ten (10) days of receipt of statement. Interest on all past due accounts shall accrue at the rate of one percent (1%) per month until the date of payment.

6. CONFLICT OF INTEREST: During the term of this contract, CONSULTANT shall not perform any services on behalf of any enterprise in direct competition with CLIENT without CLIENT'S knowledge and prior consent. The Parties recognize that CONSULTANT is engaged in the profession of lobbying for a number of clients. From time to time, an issue of legislative concern may affect more than one of CONSULTANT'S clients. The Parties further recognize that the interests of CLIENT and other clients may not be compatible. Because of the time constraints inherent in any legislative session, the Parties also recognize that CONSULTANT may from time to time prorate time spent lobbying on behalf of CONSULTANT'S clients. Any conflicts of interest which arise with respect to any legislative issue as described herein shall be resolved in the following manner: (1) When the conflict involves a specific issue or legislative bill, the conflict will be resolved in favor of the client which has retained the lobbying services of CONSULTANT for the longest period of time. (2) When the conflict involves prioritization of time spent on any legislative issue or bill, the conflict will be resolved in favor of the client paying CONSULTANT the higher fee for services.

7. OWNERSHIP OF MATERIALS: The Parties recognize that CLIENT may make certain privileged or proprietary information available to CONSULTANT to assist in CONSULTANT'S preparation and understanding relative to CLIENT'S issues. CONSULTANT may prepare materials using information provided by CLIENT. All material and information developed by CONSULTANT pursuant to this Contract shall be and remain the exclusive property of CONSULTANT. Any materials, documents, or miscellaneous written information that CLIENT has made available to CONSULTANT in preparation for CONSULTANT'S representation of CLIENT shall be and remain the property of CLIENT. At CLIENT'S request, CONSULTANT shall return or destroy any such materials that are privileged or proprietary in nature.

8. WAIVER: The failure of either Party at any time to require performance of the other Party of any provision of this Contract shall in no way affect the right of the waiving Party thereafter to enforce the same. The waiver by either Party of any breach of a provision of the Contract shall not be held to be a waiver of any succeeding breach of such provision.

9. INDEMNIFICATION: Each Party hereby indemnifies and agrees to save the other Party, its officers, directors and employees harmless from and against all claims, suits, demands, damages, losses, costs and expenses brought by any person, firm or corporation for injuries to or the death of any person, or damage to or loss of property alleged to have arisen out of or in connection with either Party's performance hereunder.

10. CLIENT contact person(s): For representation purposes, client decision points, and direction of actions made and represented by the CONSULTANT on behalf of the CLIENT, the CONSULTANT will take direction from a majority position of the following 3 positions of the Learning Community of Douglas and Sarpy Counties: Chairperson of the Legislation and Policy Subcommittee, the Chairperson of the Coordinating Council, and Chief Executive Officer.

11. INDEPENDENT CONTRACTOR: The Parties hereto agree that the services rendered by CONSULTANT in the fulfillment of the terms and obligations of the Contract shall be as an Independent Contractor and not as an employee, and CONSULTANT is not entitled to the benefits provided by CLIENT to its employees including, but not limited to, group insurance and pension plan. Nor is CONSULTANT an agent, partner, or joint venturer of CLIENT.

12. NEBRASKA ACCOUNTABILITY AND DISCLOSURE ACT: CLIENT and CONSULTANT both shall abide by all applicable Federal and State laws, in particular Sections 49-1480 to 49-1492 of the Nebraska Accountability and Disclosure Act.

13. NOTICES: All notices required or permitted by the terms of this Contract shall be sent by regular United States mail, postage prepaid to the following addresses:

CONSULTANT: Jensen ♦ Rogert Associates
 625 S 14th St, Suite A
 Lincoln, NE 68508

CLIENT: Learning Community of Douglas and Sarpy Counties
 Attn: Chief Executive Officer
 1612 North 24th St.
 Omaha, NE 68110

14. ENTIRETY: This Contract contains the entire agreement between the Parties and there are no oral promises, agreements, or warranties affecting it.

15. COUNTERPART: This Contract may be executed in two (2) or more counterparts, each of which shall be an original but all of which together shall constitute one and the same Contract.

16. ZERO OVERLAP ACKNOWLEDGEMENTS: Both parties acknowledge that the execution of this contract by both parties voids/ends the previous agreement dated October 20, 2016.

ACCORDINGLY, the Parties have duly executed this Contract effective as of the date first hereinabove set forth.

CONSULTANT:
KENT ROBERT, President
Jensen Rogert Associates, Inc.

CLIENT:
LEARNING COMMUNITY OF DOUGLAS AND
SARPY COUNTIES
David Patton, CEO

By: _____

By: _____

Title: _____

Title: CEO _____

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

2019-2020 DIVERSITY PLAN

GOAL: The goal of the diversity plan is to annually increase the socioeconomic diversity of enrollment at each grade level in each school building within the learning community until such enrollment reflects the average socioeconomic diversity of the entire enrollment of the learning community.

STRATEGY 1: Administer the option enrollment process to be utilized by the eleven member school districts of the Learning Community of Douglas and Sarpy Counties (Learning Community) in accepting option enrollment applicants and open enrollment option students (§ 79-2104).

a. Maintain procedures and criteria by which each member school district shall establish a maximum capacity for each school building within the Learning Community.

i. Facilities, staff and programs are the general factors recognized in determining a maximum capacity of a school building. Growth issues are considered through recognition of member school district policies pertaining to instructional staff, class size and unassigned instructional space. Specific criteria consistent with the general factors are set forth in the Enrollment Capacity Data Sheet Instructions (ATTACHMENT A).

ii. Adopt the Enrollment Capacity Data Sheet (ATTACHMENT B) for use by member school districts, which sets forth the specific criteria and procedures by which member school districts identify a maximum capacity for each school building.

(1) The Enrollment Capacity Data Sheet includes school building data sheets for elementary, middle and high school buildings and directions and definitions for use by the member school district as it completes the applicable school building data sheet.

(2) The column titled "Enrollment Capacity" on the school building data sheet identifies the maximum capacity for the designated school building for the upcoming school year. Space will be provided to note unique circumstances having an impact on enrollment capacity.

(3) The Enrollment Capacity Data Sheet for each school building shall be signed and dated by an authorized representative of the member school district before it is submitted to the Learning Community.

(4) Provide procedures and definitions specific to elementary, middle and high school buildings by which member school districts will identify a maximum capacity number for each school building.

(a) Elementary Enrollment Capacity Data Sheet includes:

(i) Enrollment capacity is a function of the number of assigned grade level classrooms and allowable class size.

(ii) Building capacity in elementary schools includes grade level capacity.

(iii) Rooms utilized for resource, supplemental instruction or specialized curriculum instruction does not add to building capacity.

(iv) Rooms utilized for special education needs when service is provided to students for the majority of their school day are included as capacity generating spaces.

(v) Projected enrollment cells for one year and five year projections are provided. The five year projection column is optional based on a member school district's projection capabilities.

(b) Middle School Enrollment Capacity Data Sheet includes:

(i) Middle school facilities have middle school team configurations. The educational program in a teamed middle school is typically a combination of core curriculum instruction in combination with exploratory or elective course offerings.

(ii) Enrollment capacity is a function of the number of assigned classrooms and core curriculum teams, allowable class size and scheduled teaching periods for instruction.

(iii) Building capacity in middle schools includes grade level capacity.

(iv) Rooms utilized for special education needs when service is provided to students for the majority of their school day are included as capacity generating spaces.

(v) Rooms utilized for resource, supplemental instruction or specialized curriculum instruction do not add to building capacity.

(vi) Projected enrollment cells for one year and three year projections are provided. The three year projection column is optional based on a member school district's projection capabilities.

(c) High School Enrollment Capacity Data Sheet includes:

(i) Enrollment capacity for high schools and buildings utilized as combined junior/senior high schools is a function of the number and assigned use of classrooms, average classroom enrollment and the number of class periods each day the room is scheduled for instruction.

(ii) Rooms utilized for special education programs are considered capacity generating spaces if they are utilized as a regularly scheduled classroom.

(iii) Computer labs, media centers, gymnasium areas and other special function areas are considered capacity generating spaces if they are utilized for an instructional function for the majority of the school day.

(iv) Projected enrollment cells for one year and three year projections are provided. The three year projection column is optional based on a member school district's projection capabilities.

b. Identify the order of intake for Option Enrollment

i. Open enrollment option student means a student who resides in a school district that is a member of a learning community, attended a school building in another school district in such learning community as an open enrollment student pursuant to § 79-2110, and attends such school building as an option student in a school year after the 2016-2017 school year.

ii. Each student attending a school building outside of the resident school district as an open enrollment student pursuant to § 79-2110 for any part of school year 2016-2017 shall be automatically approved as an open enrollment option student beginning with school year 2017-2018 and allowed to continue attending such school building as an option student without submitting an additional application unless the student has completed the grades offered in such school building or has been expelled and is disqualified pursuant to § 79-266.01. Except as provided in § 79-2110(3) for students attending a focus school, focus program, or magnet school, approval as an open enrollment option student does not permit the student to attend another school building within the option school district unless an application meeting the requirements prescribed in § 79-237 is approved by the school board of the option school district. Upon approval of an application meeting the requirements prescribed in § 79-237, a student previously enrolled as an option enrollment student in the option school district shall be treated as an option student of the option school district without regard for his or her former status as an open enrollment student. Except as otherwise provided in § 79-235.01 and §§ 79-234, 79-235, 79-237, and 79-238 and 79-2110(3), open enrollment option students shall be treated as option students of the option school district.

iii. First priority for enrollment is given to siblings of option students enrolled in the option school district

iv. Second priority is given to students who have previously been enrolled in the option school district as an open enrollment student

v. Third priority is given to students who contribute to the socioeconomic diversity of such school building to which the student will be assigned pursuant to § 79-235.

(1) For purposes of the enrollment option program, a student who contributes to the socioeconomic diversity of enrollment at a school building within a learning community means:

(a) A student who does not qualify for free or reduced-price lunches when, based upon the certification pursuant to § 79-2120, the school building the student will be assigned to attend either has more students qualifying for free or reduced-price lunches than the average percentage of such students in all school buildings in the learning community or provides free meals to all students pursuant to the community eligibility provision; or

(b) A student who qualifies for free or reduced-price lunches based on information collected voluntarily from parents and guardians pursuant to § 79-237 when, based upon the certification pursuant to § 79-2120, the school building the student will be assigned to attend has fewer students qualifying for free or reduced-price lunches than the average percentage of such students in all school buildings in the learning community and does not provide free meals to all students pursuant to the community eligibility provision.

vi. Fourth priority is given to students who reside in the Learning Community.

vii. The option school district shall not be required to accept a student meeting the priority criteria above if the district is at capacity as determined above except as provided in § 79-240 or in the case of open enrollment option students.

c. Maintain consistent selection and operational guidelines for Option Enrollment.

i. For focus schools and focus programs established through the Learning Community:

(1) Enrollment in each focus school or focus program shall be designed to reflect the socioeconomic diversity of the Learning Community as a whole. §79-2110(3).

(2) Selection of students for focus schools or focus programs shall be on a random basis from two pools of applicants: students who qualify for free or reduced-price lunch and students who do not qualify for free or reduced-price lunch.

(3) If, after selection of students for a focus school or focus program in accordance with this *Strategy 1.c.* is completed, capacity remains in a focus school or focus program, the member school district which operates said focus school or focus program shall randomly select applicants up to the remaining capacity of the focus school building or focus program or until all applications have been processed.

ii. Acceptance or rejection of an application by a member school district shall be in accordance with the procedures and criteria set forth in §79-238.

d. Educate member school districts on Option Enrollment transportation requirements.

- i. Except as otherwise provided below, the parent or legal guardian of the option student shall be responsible for the required transportation of the option student. A school district may, upon mutual agreement with the parent or legal guardian, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.
- ii. For open enrollment option students who received free transportation for school year 2016-2017 pursuant to § 79-611(2), the school board of the option school district shall continue to provide free transportation for the duration of the student's status as an open enrollment option student or for the duration of the student's enrollment in a pathway pursuant to 79-2110(3) unless the student relocates to a school district that would have prevented the student from qualifying for free transportation for the 2016-2017 school year pursuant to § 79-611(2).
- iii. Option students who qualify for free lunches shall be eligible for either free transportation or transportation reimbursement as described in § 79-611 from the option school district pursuant to policies established by the school district.
- iv. Option students who are verified as having a disability as defined in § 79-1118.01, the transportation services set forth in § 79-1129 shall be provided by the resident school district (which shall be reimbursed by the State Department of Education).

STRATEGY 2: Adhere, communicate, monitor and respond to compliance of procedural deadlines established by the Learning Community Diversity Plan and deadlines noted in statute:

a. *Deadlines are as follows:*

i. On or before February 15th –

(1) Deadline for requests from parents/legal guardians of students who will complete the grades offered at a school building outside their attendance area prior to the following school year to provide notice to the school board of the member school district containing such school building if such student will apply to enroll as an option student in another school building within such district and which school building such student would prefer to attend. (§ 79-2110).

ii. On or before March 1st –

(1) Deadline for member school districts to provide notice to parents/legal guardians stating which school building or buildings the student shall be allowed to attend in such member school district as a continuing student or an option student for the following school year. If the student resides within the member school district, the notice shall include the school building offering the grade the student will be entering for the following school year in the attendance area where the student resides. This deadline does not apply to focus schools or programs. (§ 79-2110).

(2) Deadline for member school districts to complete and submit an Enrollment Capacity Data Worksheet for each school building in said district to the Learning Community Coordinating Council, reporting the maximum capacity and total

projected enrollment, including intra-district transfers, if any, before Option Enrollment for such school building for the following school year.

iii. September 1 - March 15th

(1) Window for completion and submission to member school district of Option Enrollment application by parents/legal guardians/emancipated minors requesting to begin attendance as an option student in an option school district.

(a) Applications received after March 15 shall contain a release of approval from the resident school district on the application form prescribed and furnished by the state Department of Education.

(b) The Option School district shall provide the resident school district with the name of the applicant on or before April 1 or (if submitted after March 15, within 60 days thereafter) (§ 79-237).

iv. On or before April 1st (or if the application is submitted after March 15, within 60 days thereafter)–

(1) Deadline for member school districts to accept or reject Option Enrollment applications. (§ 79-237).

b. Unless otherwise indicated, compliance with a deadline shall be achieved by either a postmark by the deadline date or by personal delivery to the required recipient by 4:00 p.m. on the deadline date set forth in Strategy 2.a. When applications are submitted after the March 15th deadline, both school districts may upon mutual agreement waive deadlines.

c. Communicate with member school district superintendents the deadlines established by statute and by the Learning Community Diversity Plan and the compliance expectations.

STRATEGY 3: Explore focus and magnet schools, programs and pathways.

a. Gather information from each Achievement Subcouncil to identify and describe focus and magnet schools, programs and pathways currently available.

i. Make this information available to the public.

ii. Learning Community approved focus programs, focus schools, magnet schools, and pathways shall be as described in §79-769.

b. Research unmet and high demand/interest program needs within the Learning Community.

i. Learning Community may develop and conduct a Community Survey to gather information regarding standard baseline questions that impact decisions regarding focus schools, programs and pathways.

(1) Learning Community will engage an established survey company to develop and conduct Community Surveys through a variety of methodologies, which may include focus groups, not less than every five years, or as determined necessary, to maintain data reflective of current community interests, needs and socioeconomic demographics.

(2) Such survey will gauge unmet and high demand/interest program needs within the Learning Community.

(3) The survey may include families, business community, institutions of higher education and other identified groups in the process.

(4) Surveys results will be able to be grouped and sorted by Subcouncil District so as to inform Achievement Subcouncils of interests and needs related to focus schools, focus programs and magnet schools within their geographic area as related to *Strategy 2.g*.

(5) Survey results shall be reported to the Learning Community Coordinating Council, member school districts and the general public.

(6) Member school districts may conduct additional surveys around a specific proposal for a Learning Community approved focus school, focus program, or pathway.

ii. Collect data regarding waiting lists for current programmatic offerings with limited capacity, including number of students on waiting list and where (geographically) the highest demand for specific programs exists.

iii. Work with member school districts to identify high demand programs and expand same into member school districts where high interest is demonstrated.

c. Maintain a process to work with member school districts interested in opening a Learning Community approved focus school or focus program (Focus School/Program) or pathway.

i. Establish and maintain criteria and processes for review, consideration and action on a proposal for a new Focus School/Program (Focus Proposal) submitted to the Learning Community, either individually or in collaboration.

(1) Overview of process for Focus Proposals that include a request for funding through the Learning Community Capital Project Levy (Focus Proposal).

(a) Provide a timeline and submission process to member school district interested in submitting a Focus Proposal (ATTACHMENT C). Submission process includes the following steps:

(i) Interested member school district submits a Letter of Intent to Learning Community.

1) Letter of Intent should be sent after a member school district's Board of Education has taken official action to

approve the member school district's request to move forward with submitting a Focus Proposal and shall certify such action was taken by the Board of Education.

2) Letter of Intent shall be a summary and sample of the information provided to the member school district's Board of Education in their action to approve submission of the Focus Proposal and shall include such information as:

- a) Description of concept.
- b) Why the concept was chosen.
- c) How concept contributes to socioeconomic diversity and closing the student achievement gap.
- d) Letter of Intent shall include an invitation for the Learning Community's Elementary Learning and Diversity Subcommittee (ELD) to appoint a subcommittee member to be an informational member of the member school district's committee working on the Focus Proposal.

ii. When possible, the ELD shall appoint a member from the Subcommittee who represents a Subcouncil District which contains the member school district submitting the Focus Proposal. ELD member's responsibilities include:

(1) Providing information relating to Focus School/Program statutes.

(2) Providing progress updates on the Focus Proposal to the ELD and Learning Community Coordinating Council meetings; provided, however, that member school district information which is not within the public domain shall not be disclosed at a Learning Community Coordinating Council meeting.

iii. Member school district shall present its Focus Proposal to ELD no later than the June 30th of the year preceding the budget year during which the member school district wants its Focus Proposal to begin receiving Capital Project Levy proceeds.

iv. Focus School Proposal shall be submitted to the Advisory Committee in accordance to § 79-2104.01 no later than July 31st of the year preceding the budget year during which the member school district wants to begin receiving Capital Project Levy proceeds.

v. ELD will recommend approval or disapproval of Focus Proposals to the Learning Community Coordinating Council no later than the August 31st of the year preceding the budget year during which the member school district wants to begin receiving Capital Project Levy proceeds.

vi. A member school district shall make a formal presentation of its Focus Proposal to the Learning Community Coordinating Council in conjunction with the ELD recommendation no later than the August 31st of the year preceding the budget year

during which the member school district wants to begin receiving Capital Project Levy proceeds.

vii. The ELD recommendation on a Focus Proposal will be presented as an action item for the Learning Community Coordinating Council no later than the September 30th prior to the budget year during which the member school district wants to begin receiving Capital Project Levy proceeds.

viii. Capital Project Levy approval, if any, shall be contingent on the member school district's demonstrating the ability to generate its portion of the needed funding both for capital project funding needs and operations by the June 1st prior to the next September 1st budget adoption deadline and reaching a binding agreement with the Learning Community pursuant to which the district agrees to conform to the terms of Neb. Rev. Stat. §79-2111 and all other applicable statutes.

d. Overview of process for Focus Proposals that do not include a request for funding through the Learning Community Capital Project Levy.

i. Provide a timeline and submission process to member school district interested in submitting a Focus Proposal (ATTACHMENT D). Submission process includes the following steps:

(1) Interested member school district submits a Letter of Intent to Learning Community.

(2) Letter of Intent should be sent after a member school district's Board of Education has taken official action to approve the member school district's request to move forward with submitting a Focus Proposal and shall certify such action was taken by the Board of Education.

(a) Letter of Intent shall be a summary and sample of the information provided to the member school district's Board of Education in their action to approve submission of the Focus Proposal and shall include such information as:

(i) Description of concept.

(ii) Why the concept was chosen.

(iii) How concept contributes to socioeconomic diversity and closing the student achievement gap.

(iv) Letter of Intent shall include an invitation for the Learning Community's ELD to appoint a subcommittee member to be an informational member of the member school district's committee working on the Focus Proposal.

(b) When possible, the ELD shall appoint a member from the Subcommittee who also represents a Subcouncil District which contains the member school district submitting the Focus Proposal. ELD member's responsibilities include:

(i) Providing information relating to Focus School/Program statutes.

(ii) Providing progress updates on the Focus Proposal to the ELD and Learning Community Coordinating Council meetings; provided, however, that member school district information which is not within the public domain shall not be disclosed at a Learning Community Coordinating Council meeting.

(c) Member school district shall present its Focus Proposal to ELD no later than the July 31st of the calendar year preceding the academic year during which the member school district intends to commence Focus School/Program operations.

(d) Focus School Proposal shall be submitted to the Advisory Committee in accordance to § 79-2104.01 no later than August 31st of the calendar year preceding the academic year during which the member school district intends to commence Focus School/Program operations.

(e) ELD will recommend approval or disapproval of Focus Proposals to the Learning Community Coordinating Council no later than the August 31st of the calendar year preceding the academic year during which the member school district intends to commence Focus School/Program operations.

(f) A member school district shall make a formal presentation of its Focus Proposal to the Learning Community Coordinating Council in conjunction with the ELD recommendation no later than the August 31st of the calendar year preceding the academic year during which the member school district intends to commence Focus School/Program operations.

(g) The ELD recommendation on a Focus Proposal will be presented as an action item for the Learning Community no later than the September 30th of the calendar year preceding the academic year during which the member school district intends to commence Focus School/Program operations.

ii. A Focus Proposal shall include, but not be limited to, the following details and information:

(1) Data demonstrating strong community support and interest in the Focus Proposal including its appeal to a socioeconomically diverse student population.

(2) A budget detailing:

(a) The projected five (5) year operating budget and description of funding sources.

(b) If a Focus Proposal requesting Capital Project Levy support, details regarding such Capital Project Levy request including the estimated capital expenditure budget and how this budget was created.

- (3) A detailed timeline of the Focus Proposal from development to opening of facilities.
 - (4) A detailed description of the Focus Proposal's sustainability plan.
 - (5) Whether member school district will consider payment of Capital Project Levy monies over multiple budget cycles.
- iii. Funding formula for the Focus Proposal including funding sources the member school district will be pursuing for its portion of any capital project expenditures.
 - (1) *Note:* member school district needs to take into consideration that funds to be provided under an adopted budget are not primarily realized until the following April and August and note in their funding formula how this issue will be addressed.
- iv. A description of the facility location and how the location will enhance participation in the Focus Proposal.
- v. A description of potential partners in the Focus Proposal, such as other school district partners, business community, college or university.
- vi. A proposed ten (10) year operating plan which shall include, but not be limited to, the following information:
 - (1) Curriculum framework
 - (2) Goals for reducing achievement gap
 - (3) Goals for increasing socioeconomic diversity
 - (4) Enrollment Projections
 - (5) Personnel needs and training
 - (6) Potential partnerships
 - (7) Accreditation Plan
- vii. Vision of the pathway potential of the Focus Proposal if appropriate.
 - (1) If the Focus Proposal begins at the high school level, member school district shall address how they will prepare potential students for the goals and objectives of the Focus Proposal.
- viii. Marketing plan details of member school district's Focus Proposal including, but not limited to, member school district's outreach strategy to a diverse socioeconomic student population and marketing plan budget.
- ix. Evaluation plan of Focus Proposal.
- x. The number of students the Focus Proposal is targeting to serve.

xi. A description of how the member school district will comply with all statutes related to Focus Schools/Programs including, but not limited to, the following:

- (1) §77-3442 (2)(h)
- (2) §79-1007.05
- (3) §79-2104 (6) & (7)
- (4) §79-2110 (3)
- (5) §79-2111 (1)
- (6) §79-611

e. Establish and maintain criteria and processes for review, consideration and action on proposals submitted by member school districts to have an existing school or program recognized as a Learning Community Focus School/Program (District Focus School/Program).

i. Overview of process for District Focus Proposal.

(1) Submission process includes the following steps:

- (a) Member school districts submitting District Focus Proposal that include a request for funding through the Learning Community Capital Project Levy shall follow the process as laid out in *Strategy 3.c*.
- (b) Member school districts submitting District Focus Proposal that does not include a request for funding through the Learning Community Capital Project Levy shall follow the process as laid out in *Strategy 3.d*.

(2) Additionally, such District Focus School/Program Proposals shall include:

- (a) History of District Focus School/Program.
- (b) How District Focus School/Program contributes to socioeconomic diversity and closing the student achievement gap.
- (c) Description of the capacity of the District Focus School/Program to expand and meet the socioeconomic diversity goals as described in §79-2110.
- (d) A description of how the member school district will comply with all statutes related to Focus Schools/Programs including, but not limited to, the following:

- (i) §77-3442 (2)(h)
- (ii) §79-1007.05
- (iii) §79-2104 (6) & (7)

(iv) §79-2110 (3)

(v) §79-2111 (1)

(vi) §79-611

f. Promote a collaborative approach between Learning Community member school districts and other sectors of the community to develop focus or magnet schools, programs or pathways.

g. Gather data annually regarding socioeconomic diversity. This data shall be provided to the Learning Community Coordinating Council consistent with state and federal privacy regulations for all member school districts and to Achievement Subcouncils for those member school districts or buildings within their geographic area. Diversity Plan reports are to reflect the diversity needs of each Achievement Subcouncil and of the Learning Community as a whole.

i. Member School District Reports include:

(1) § 79-201 (5) - Truancy Report.

(2) § 79-527 - Dropouts; long-term suspension, expulsion, or excessive absenteeism; contact with law enforcement officials.

(3) § 79-1013 (1) and § 79-1014 (1) - LEP/Poverty Plans.

(4) Other data as requested.

ii. Nebraska Department of Education Reports include:

(1) § 79-528 (2) – End of the School Year Annual Statistical Summary Report.

(2) § 79-528 (4) – Fall Membership Report.

(3) § 79-528 (3) – Annual Financial Data.

iii. Connect socioeconomic diversity data to student achievement data and monitor and report how increased socioeconomic diversity is impacting student achievement.

h. Respond to the data gathered and prepare reports for the Learning Community Coordinating Council and on or before January 1st to the Education Committee of the Nebraska State Legislature. (§79-2104.02 and §79-2118).

STRATEGY 4: Exercise ongoing oversight, administration, evaluation and modification, as necessary, of the Diversity Plan.

a. Continuing administration and oversight of the Diversity Plan and the implementation thereof by the member school districts.

i. Create a standing subcommittee of the Learning Community Coordinating Council to implement *Strategy 4*. Consider the creation of one or more advisory committees to the subcommittee that may include non-council members and representatives of various

interest groups and organizations such as, but not limited to: parents, teachers, business community representation.

ii. Seek input from the Advisory Committee in accordance with §79-2104.01 regarding issues related to Option Enrollment, Community Achievement Plan (CAP), focus schools and programs, and other such items related to the Diversity Plan as requested.

b. Evaluate the reports provided to the Learning Community by member school districts and the Nebraska Department of Education.

c. Hold public forums addressing the Learning Community Diversity Plan.

i. Each Achievement Subcouncil shall at least annually hold a forum to address special diversity needs of its community and report findings to the Learning Community Coordinating Council or a designated subcommittee.

d. Evaluate the Diversity Plan and identify modifications or revisions thereto to achieve the Goal.

i. Establish a process for Achievement Subcouncils to provide ongoing input regarding provisions relating to each Achievement Subcouncil district.

ii. Identify and work with the Legislation Subcommittee to pursue legislation necessary to achieve the Goal.

e. Continue to research and evaluate programs and services relating to increasing socioeconomic diversity offered by member school districts and other Nebraska school districts as well as potential models operating in other regions nationwide.

f. Report on the progress of the Diversity Plan to the general public and other required and involved entities.

ENROLLMENT CAPACITY DATA SHEET INSTRUCTIONS

The following instructions are applicable to the Enrollment Capacity Data Sheets for Elementary, Middle School and High School buildings:

1. All bordered data sheet cells are editable. If available, data are to be provided in all bordered cells on the data sheet for each school building.
2. For purposes of the Enrollment Capacity Data Sheets, the following definitions apply:
 - a. A “Classroom” is a room or area having adequate space, facilities and assigned teaching staff scheduled to serve an intended instructional function.
 - b. “Allowable Class Size” is the maximum allowable classroom enrollment in an elementary or middle school building as determined by Member School District policy.
 - c. “Average Classroom Enrollment” is the average classroom enrollment for each designated instructional function in a classroom in a high school building. Average Classroom Enrollment may vary with each capacity generating space. Science, for example, may have a lower average classroom enrollment than other core curriculum classrooms if specialized science course offerings serving a limited number of students are included in the curriculum.
 - d. “Teaching Periods per Day” for a middle school building is the number of teaching periods scheduled into each core curriculum classroom during the school day. Middle school room utilization for core curriculum classrooms will typically be five periods in a seven period schedule or six periods in an eight period schedule.
 - e. The “Room Utilization Factor” for a high school building is expressed as a percentage of the number of teaching periods to be scheduled into a classroom divided by the total number of scheduling periods in the school day. For example, a high school classroom utilized for seven periods in an eight period day has a Room Utilization Factor of 87.5%. Likewise, in a four period block schedule configuration, a classroom utilized for seven periods over two days has a Room Utilization Factor of 87.5%. The Room Utilization Factor may vary with different areas of the curriculum. Science Labs, for example, may be scheduled for 100% utilization while music rehearsal rooms may be scheduled for 50% utilization.
 - f. “Capacity Generating Space” includes classrooms and, for high school buildings, rooms or areas utilized for full class periods for the majority of the regularly scheduled school day.

- g. An “Unassigned Instructional Area” is a room or area that could be utilized as a capacity generating space if it had assigned teaching staff. An Unassigned Instructional Area includes a room or area planned to accommodate future enrollment growth.
 - h. A “Non-Capacity Generating Space” in an elementary school or middle school is a room or area used for resource or supplemental instruction or for specialized curriculum instruction or activities. A “Non-Capacity Generating Space” in a high school is a room or area that is not regularly scheduled for student use during the school day.
 - i. A “Special Education Classroom” is a classroom utilized for various special education programs offered in the school building. In an elementary school or middle school a special education classroom is counted as a capacity generating space when it is occupied by students for the majority of their school day. In a high school a special education classroom is counted as a capacity generating space when it is utilized as a regularly scheduled classroom.
 - j. A “Resource Room” is a room or area utilized for various resource or supplemental instructional programs. Resource rooms are not included as capacity generating spaces in elementary or middle school buildings. A resource room shall be counted as capacity generating space in high school buildings when it is utilized as a regularly scheduled classroom.
 - k. High school “General Classrooms” are classrooms utilized for core curriculum course offerings, other than Science, assigned to a teacher or department.
 - l. A “Temporary Classroom” is a portable structure located on the school site or a multi-purpose room or area which the Member School District currently uses as a classroom but does not intend to use for instructional functions throughout the five year projected enrollment period for an elementary school building or the three year projected enrollment period for a middle or high school building. The inclusion of a Temporary Classroom as a capacity generating space is at the discretion of the Member School District. If a Temporary Classroom is included as a capacity generating space the assigned classroom space shall be included in the classroom count for the applicable grade level or classroom function. A portable structure located on the school site or a multi-purpose room or area which the Member School District currently uses as a classroom and plans to utilize for instructional functions throughout the five year projected enrollment period for an elementary school building or the three year projected enrollment period for a middle or high school building is not a Temporary Classroom and shall be included as a capacity generating space. Temporary Classrooms shall be specifically identified by room number or other designation used by the Member School District.
3. The grade level designation or assigned use of a classroom should be based upon the anticipated room utilization for the 2019-2020 school year.
4. Space is provided to identify additional rooms or areas other than the indicated instructional functions as either capacity generating or non-capacity generating spaces.

5. All rooms or areas which are utilized for instruction must be identified on the Enrollment Capacity Data Worksheet. A room or area should be counted only once.
6. Unique circumstances having an impact on enrollment capacity should be noted in the “Comments” section.
7. “Projected Enrollment” is the anticipated enrollment in the school building before Option Enrollment based upon current and future enrollment projection data available to the Member School District. Projected enrollment data is required for the 2019-2020 school year. Projected enrollment data on the Elementary Worksheet for school year 2023-2024 and on the Middle School and High School Worksheets for school year 2021-2022 is optional.
8. The Enrollment Capacity Data Sheet must be signed by an authorized representative of the Member School District.

Completed enrollment Capacity Data Sheets must be submitted to the Learning Community Office by March 1, 2019. Sheets may be sent as an e-mail attachment to Patti Benzel at pbenzel@learningcommunityds.org, or by mail to the Learning Community of Douglas and Sarpy Counties, 1612 North 24th Street, Omaha, NE 68110

Enrollment Capacity Data Sheet - High School

School District:

School Name:

Grade Levels Served:

Comments

Capacity-Generating Spaces:

	Number of Classrooms	Average Classroom Enrollment	Room Utilization Factor (%)		Enrollment Capacity	Projected Enrollment 2019-2020	* Projected Enrollment 2021-2022	Option Enrollment Availability 2019-2020
General Classrooms (Math, Lang Arts, World Lang, Soc.Studies)				=	0			
Science				=	0			
Art				=	0			
Music				=	0			
Fine Arts (Drama, Dance)				=	0			
Business / Computer Applications				=	0			
Health				=	0			
Family / Consumer Science				=	0			
Industrial / Vocational Labs				=	0			
Special Education				=	0			
Scheduled Resource Classroom(s)				=	0			
Study Hall				=	0			
Main Gymnasium 2x				=	0			
Auxiliary Gymnasium				=	0			
Weights / Fitness				=	0			
Journalism				=	0			
Unassigned Instructional Area(s)				=	0			

Non-Capacity Generating Spaces:

Temporary Classrooms -	
Wrestling	
Resource Rooms	
Vocational Lab Rooms	
Stage	
Auditorium	
Media Center	

TOTAL (Assigned Classrooms Only)

0	0	0
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TOTAL(Including Unassigned Instructional Areas)

Signature: _____

Date: _____

Name/Title: _____

*** Optional**

NOTE: Completed Enrollment Capacity Data Sheets must be submitted to the Learning Community Office by March 1, 2019. Sheets may be sent as an e-mail attachment to Patti Benzel at pbenzel@learningcommunityds.org, or by mail to the Learning Community of Douglas and Sarpy Counties, 1612 North 24th Street, Omaha, NE 68110.

Learning Community Focus School/Program Approval Timeline Diagram

Timing of this portion of the timeline is at the discretion of the school district

Timing of this portion of the timeline needs to conform to LC time table specifics noted below

District Presents Concept to their School Board for Approval

District Sends a Letter of Intent from Superintendent and School Board President to Learning Community Diversity Subcommittee (DSC)

DSC identifies Informational LC DSC representative to District's Focus School/program development Committee

For Strategy III.C.i.1 -
District Presents Draft Request to DSC
no later than **June 30** prior to the next September 1 budget adoption deadline

For Strategy III.C.i.2 -
no later than **July 31** prior to Focus School/Program planned commencement

For Strategy III.C.i.1 -
Focus School Proposal shall be submitted to the Advisory Committee in accordance to § 79-2104.01 no later than **July 31**

For Strategy III.C.i.2 -
August 31

For Strategy III.C.i.1 - District Presents to LCCC by **August 31** prior to the next September 1 budget adoption deadline

For Strategy III.C.i.2 - District Presents to LCCC by **August 31** prior to Focus School/Program planned commencement

For Strategy III.C.i.1 -
LCCC renders decision by **September 30** prior to the next September 1st budget adoption deadline

For Strategy III.C.i.2 -
LCCC renders decision by **September 30** prior to Focus School /Program planned commencement

District has until **June 1** prior to the next September 1 budget adoption deadline to demonstrate the ability to generate their portion of the needed funding both for brick and mortar needs and operations

September LCCC approves Capital Projects budget and sets levy to fund request

Funds levied in **September** are primarily realized the following April and August

MEMORANDUM

TO: Members of the Learning Community Coordinating Council

FROM: David Patton

DATE: October 2018

Carroll Communications, Inc.

Requested Action: Contract Renewal

Type of Contract: Cost Reimbursable

Existing Terms: November 1, 2018 to October 31, 2019; \$97,760.00 per year

Background and Scope:

This proposed contract is more strategic, a reflection of our growth as an organization. With the communications plan defined, Carroll Communications (CC) has been working to align it with the strategic plan processes and key priorities. The scope of work includes planning, communications strategy, project management and oversight where needed.

In the fall of 2011, the Learning Community issued a "Request for Information" to various providers asking how they would approach a plan of service that would meet our needs. Carroll Communications was chosen from five firms by a small group of Council Members and staff. There was specific interest with regard to creating a better understanding of the operations and impact of the Learning Community. Carroll Communications was chosen and has been our contract communications partner since that time.

Performance

Carroll Communications has been responsive and accessible as the Learning Community charts its direction for the future. Their experience and deep community knowledge have been valuable to the staff and Coordinating Council members and partners as we have implemented the new strategic plan and communications plan. As was presented to the Coordinating Council in August, the new initiatives have led to an increase in print media, social networking and website traffic.

Key accomplishments include:

- Collaboration with CEO to develop Strategic Plan Roadmap & plan presentation
- Research, planning and collaboration to further define the Learning Community role and essential communications elements leading to a Communications Plan.
- Brand Standards: CC has developed an internal staff guide for organizational identity. This becomes the foundation for partner and advocacy toolkits

Current Communications: CC has effectively collaborated with the CEO to position the Learning Community for planned expansion and growth. This work includes a new website and content updates; PowerPoints for community outreach; and ongoing media relations.

- Community Achievement Plan Strategy & Materials: CC collaborated closely with CEO and Council leadership to develop CAP materials presented to the NE State Board of Education leading to a vote of unanimous approval.
- Partner Co-branding: Carroll Communications is taking a more inclusive approach to positively highlight the valuable partnerships which have been key to strong outcomes.
- Identity: CC is building upon 2-Gen recognition from the Aspen Institute with communications strategies that reflect growing and effective impact.
- Communications Tools: CC's work with staff includes new communications tools, including multi-purpose videos, to more effectively grow awareness and engagement with key audiences.

Rationale for Renewal:

As the Learning Community expands upon its mission to demonstrate, share and implement more effective practices that measurably improve educational outcomes for children and families in poverty, the roll-out of an effective communication plan is important to our long-term goals. CC is well down the road of implementing and enhancing the communications plan that is effective, flexible and accountable.

Recommended Terms:

The recommended term of the contract is for November 1, 2018 through October 31, 2019. The maximum contract cost would be \$97,760.00, the same amount as last year.

SIXTH AMENDMENT TO SERVICE AGREEMENT

THIS SIXTH AMENDMENT TO SERVICE AGREEMENT (this "Amendment") is made and entered into effective November 1, 2018 (the "Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (the "Learning Community"), and Carroll Communications, Inc., a Nebraska corporation ("Carroll").

WITNESSETH:

WHEREAS, the Learning Community and Carroll are parties to that certain Service Agreement entered into by and between the parties and effective as of August 24, 2012, as amended (the "Agreement");

WHEREAS, pursuant to the Agreement, Carroll agreed to provide various services in support of the Learning Community's strategic communications plan;

WHEREAS, pursuant to Section 3 of the Agreement, the parties desire to extend the Project Term of the Agreement for an additional twelve (12) month period commencing on November 1, 2018 and continuing through October 31, 2019 (the "Sixth Renewal Term");

WHEREAS, consistent with the Revised Exhibit "A" (as such term is defined below), the parties have agreed to a revised Project and a Project Amount for the provision of services during the Sixth Renewal Term; and

WHEREAS, pursuant to Section 18 of the Agreement, the parties desire to amend the Agreement to incorporate the revised Project and the agreed upon Project Amount in accordance with the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms contained in this Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. Revised Project. The parties acknowledge and agree that during the Sixth Renewal Term, the services and programs to be offered and provided by Carroll shall be as specifically set forth in the scope of work for the Project, a copy of which is attached to this Amendment and marked as Revised Exhibit "A" (the "Revised Exhibit "A"). The parties further acknowledge and agree that Exhibit "A" attached to the Agreement and/or previous amendments shall be of no further force and effect as of the first date of the Sixth Renewal Term and shall thereafter be replaced with the Revised Exhibit "A".

3. Revised Project Amount. The parties acknowledge and agree that during the Sixth Renewal Term, the Project Amount shall be an amount not to exceed \$97,760.00, unless prior approval by and between the CEO and Ms. Carroll, for services performed by Carroll related to the Project in accordance with the Revised Exhibit "A". The parties further acknowledge and agree that Carroll shall continue to submit itemized invoices to Learning Community on or before the fifteenth (15th) day of each month, commencing on or before December 15, 2018 and concluding on October 31, 2019.

4. Conflict of Terms. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment shall apply.

5. Ratification and Reaffirmation. The parties do hereby ratify, reaffirm, adopt, contract for, and agree to be or continue to be, as the case may be, bound by all of the terms and conditions of the Agreement. Except as modified herein, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Amendment by the parties is not intended to and shall not constitute a release of the parties from any and all obligations or liabilities which they have to each other under and pursuant to the terms of the Agreement, and the parties are not released from any such liabilities or obligations.

6. Integration. The Agreement together with this Amendment, including the recitals to this Amendment and the exhibit attached hereto, each of which are incorporated herein by this reference, constitutes the entire agreement of the parties relating to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof.

7. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, once executed, shall be deemed an original, but all counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed and entered into this Fifth Amendment to Service Agreement as of the date first set forth above.

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

CARROLL COMMUNICATIONS, INC., a
Nebraska corporation

By: _____
David Patton, Chief Executive Officer

By: _____
Loretta Carroll, President

Date: _____

Date: _____

REVISED EXHIBIT "A"

SERVICE AGREEMENT

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

CARROLL COMMUNICATIONS, INC.

Revised Exhibit "A"

Scope of Work

[see attached]

Dates of Service: November 1, 2018 - October 31, 2019
Professional Fees and Services: not to exceed \$97,760, unless prior approval by and between CEO and Ms. Carroll

Scope of Work

Introduction

As the Learning Community moves forward with its strategic plan in 2018-2019, Carroll Communications (hereafter "CC") plays a key collaborative role in implementing the Communications Plan to support top level priorities. These priorities support the Mission, Vision and key elements of the Strategic Plan approved by the Coordinating Council.

SCOPE OF WORK

The scope of work is governed by the Communications Plan and aligns with key priorities for Value-Added and Diversified Funding, Expanded Programs and Collaboration & Enhanced Communications.

For the purposes of this agreement, the work is broken out in the three areas below.

1. Strategic Planning, Policy and Advocacy
2. Enhanced Collaboration and Communications
3. Website Management

Section One – Strategic Planning, Policy and Advocacy

CC participates with Learning Community staff to manage the Communications Plan implementation to support strategic priorities. CC works closely with the CEO in the following areas:

- Collaborate with CEO, lobbyist and education leaders to support critical discussions with key legislators and policy makers. Develop communications as needed to support strategic priorities.
- Develop quarterly Coordinating Council Strategic Plan updates
- Collaborate with CEO on expanded template and distribution of the second Community Report.
- Collaborate with CEO and internal team on spring partnership event to celebrate proven community value.
- Collaborates with CEO to further develop and coordinate brand identity.
- Collaborate with staff around a user-friendly and flexible process to further define and develop advocacy process and engage with influential members of the community.

- Coordinate with CEO on Community Achievement Plan accountability with state level reports, partner collaboration and public information via the Learning Community website.
- Discuss Coordinate local, state and national data analysis with the Learning Community's Finance Director. Key areas include poverty, student performance, demographic trends and economic indicators.
- Guides partners and collaborates with internal team in respect to branding guidelines and ongoing enhancements to the Annual Legislative Report

Outcomes: Communications Plan, Outreach Strategy

Section Two - Enhanced Collaboration and Communications

The Communications Plan is a flexible three-year approach to build to recognition and positive awareness of the Learning Community and its importance to children and families in Douglas and Sarpy Counties. Communications strategies seek to build relationships, demonstrate impact and reintroduce the Learning Community

Implementation of the Communications Plan calls for ongoing message development, co-branded partner strategies to increase organizational reach, proactive media to build greater awareness, an expanded advertising schedule and a relaunched e-newsletter integrated with the new, mobile responsive website. CC collaborates with the internal team, partners and Coordinating Council and is responsible for project management and/or oversight as the plan expands.

Increased and measurable outcomes: media placements; on-message results, audience reach, social media engagement, e-news subscribers and Community Report distribution. Continued expansion of the advertising schedule; co-branded partnerships supported with strategic communications including social media promotion and online partner portal.

Communications materials include but are not limited to: advocacy toolkits, multi-purpose videos, print & online advertising, news releases, brochures, power points and policy briefs.

Key metrics are tracked monthly, reported to the CEO quarterly and to the Coordinating Council annually.

Section Three - Website Management

The new Learning Community website is mobile responsive and a primary resource for public information. CC manages ongoing enhancements, content and coordinates with the Learning Community internal team focus areas including: calendar, public information, Coordinating Council meetings, staff pages and the web-hosted mobile app. . CC coordinates updates with the development team. Ongoing website enhancements are estimated for CEO approval.

Outcomes: Increased website traffic with emphasis on new visitors; increased engagement including social media referrals and e-newsletter subscribers. .

Note: Key performance indicators are benchmarked against metrics reported to the Coordinating Council in August 2018.

Supplemental Memorandum

To: Learning Community Coordinating Council

From: Lorraine Chang, Chair

Date: October 11, 2018

Subject: Proposal to Create Learning Community Foundation of Douglas & Sarpy Counties

This memo will supplement the one dated August 15, 2018, which provided all Council members with background information supporting the Executive Committee's and Diversified Funding Task Force's recommendation to form a new Learning Community Foundation of Douglas & Sarpy Counties (*please see copy attached for reference*). I want to thank all Council members for the robust discussion that took place regarding this proposal at our August 23rd Council meeting.

At that meeting, good questions were raised and clarification was requested specifically regarding the Council's control over projects for which the Foundation would be raising money. The Diversified Funding Task Force met on September 18th and October 1st to review the comments that were made at the meeting. Jack Heidel participated in the October 1st meeting. With assistance from legal counsel, Alex Wolff, changes have been made to the Bylaws and your materials include a red-lined version showing what those changes are. We believe that the new language provides the necessary safeguards to ensure that the Foundation's fundraising efforts will closely align with the Council's priority projects.

To summarize, such safeguards include:

- The Learning Community Foundation is specifically being set up as a “supporting organization” for purposes of tax-exempt status with the Internal Revenue Service, which means that it exists only to support the Learning Community.
- In Article III of the Bylaws, Purposes, it is made clear that the Foundation “shall conduct or support activities for the benefit of or to carry out the purposes of the Learning Community...” and that the Foundation “shall have no authority to bind the Learning Community with respect to any agreement, action or other matter, and shall have no authority over the assets of the Learning Community, all of which shall remain within the sole purview and authority of the Learning Community Coordinating Council.”
- In Article IV, Board of Directors, it is made clear that a majority of the Foundation Board shall be Public Directors appointed by the Learning Community (Sections 2 & 3). And the Learning Community may remove a Public Director from office, with or without cause, at any time by a two-thirds vote of the then-current members of the Council (Section 7). It is also clarified that, with the exception of removal of a Public Director that takes a two-thirds vote, any action of the Learning Community shall be taken upon approval by a majority of the then-current members of the Council (Section 11). This ensures that the Learning Community has control over the Foundation Board.
- In Article XVI, Amendments to Bylaws, it is provided that any alteration, amendment or repeal of the bylaws that in any way affects the roles or responsibilities of the Learning Community will require approval by the Learning Community.

In addition, the Foundation will have policies and procedures that will set forth how the principles in the Bylaws will actually be carried out.

If you have any questions, please contact one of the Diversified Funding Task Force members – myself, Susan Kelley, Carol Hahn or Dave Patton.

**BYLAWS OF
THE LEARNING COMMUNITY FOUNDATION OF DOUGLAS AND SARPY COUNTIES**

**ARTICLE I
OFFICES**

The principal office of the Corporation in the State of Nebraska shall be located in the City of Omaha, County of Douglas. The Corporation may have such other offices, either within or without the State of Nebraska, as the Board of Directors may determine or the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Nebraska a registered office, and a registered agent whose office is identical with such registered office, as required by the Nonprofit Corporation Act of the State of Nebraska. The registered office may be, but need not be, identical with the principal office in the State of Nebraska, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II
MEMBERSHIP**

The Corporation shall have no members.

**ARTICLE III
PURPOSES**

The Corporation is organized, and shall be operated, on a not-for-profit basis and shall be operated exclusively for charitable, or educational ~~or religious purposes by conducting or supporting purposes.~~ Specifically, the Corporation shall conduct or support activities for the benefit of, ~~to perform the functions of,~~ or to carry out the purposes of the Learning Community of Douglas and Sarpy Counties, a political subdivision of the State of Nebraska (“the “Learning Community”), so long as ~~it~~ the Learning Community remains a qualified organization. The Learning Community shall be a “qualified organization” for the purposes of these Bylaws only if it ~~is described in~~ meets the requirements of Section 501(c)(3) and Sections 509(a)(1) or 509(a)(2) of the Internal Revenue Code (“the Code”).

The Corporation shall at all times be operated ~~solely in connection with,~~ supervised or controlled by the Learning Community; provided, however, that if the Learning Community ceases to be a qualified organization ~~or if it shall amend its Articles of Incorporation to restrict or limit the purposes for which it was formed in a material manner,~~ the Corporation shall be operated exclusively for the benefit of, ~~to perform the functions of,~~ or to carry out the purposes of, one or more qualified organizations as described in Section 509(a)(1) or 509(a)(2) of the Code as shall be selected by the Board of Directors.

For purposes of clarification and the avoidance of any doubt, the Corporation shall have no authority to bind the Learning Community with respect to any agreement, action or other matter, and shall have no authority over assets of the Learning Community, all of which shall remain within the sole purview and authority of the Learning Community Coordinating Council.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors. The Directors need not be residents of the State of Nebraska. Subject to the limitations of the Articles of Incorporation of the Corporation, these Bylaws, and the laws of the State of Nebraska, the Directors are vested with all of the powers now or hereafter conferred by law.

Section 2. Number. The total number of Directors shall be not less than five (5) nor more than twenty-five (25), divided into three classes, as follows:

(a) Public Directors. The Public Director Class shall consist of that number of directors which at all times exceeds the number of Other Directors by at least one (1), as appointed pursuant to the provisions of Section 3 of this Article (the "Public Directors"). In no event shall a "disqualified person" as defined in these Bylaws be appointed to serve as a Public Director.

(b) Other Directors. The Other Director Class shall consist of such number of directors as may be appointed from time to time pursuant to the provisions of Section 4 of this Article (the "Other Directors"); provided, however, the number of Other Directors shall at all times be at least one (1) less than the number of Public Directors.

(c) Ex Officio Directors. The Ex Officio Class shall consist of (i) the then-serving Chair of the Learning Community or another member of the Learning Community Coordinating Council designated by the Chair to serve in his/her place, who shall at all times serve as an ex officio voting member of the Board of Directors, and (ii) the then-serving Chief Executive Officer of the Learning Community, who shall at all times serve as an ex officio nonvoting member of the Board of Directors.

Section 3. Public Directors. The Learning Community shall ~~initially~~ be entitled to appoint anywhere from three (3) to twenty-three (23) Public Directors, as determined by the Learning Community from time to time, so long as the total number of Public Directors is always at least one (1) more than the total number of Other Directors. The persons so designated shall be certified to an officer of the Corporation by an officer of the Learning Community. Subject to the provisions of this Article IV, the Learning Community may designate, from time to time, any person to fill any vacancy in the role of Public Directors, by written instrument, executed by an officer of the Learning Community and delivered to an officer of the Corporation. When so designated, such successor Public Director shall, upon accepting the duties of said office, serve immediately by appointment without further action of the Board of Directors.

Section 4. Other Directors. Other Directors may be appointed from time to time by the majority vote of the then-current Directors (*i.e.*, including any then-current Public Directors or Other Directors). The number of Other Directors may be anywhere from zero (0) to eleven (11) as designated by the Board of Directors, from time to time, so long as the total number of Other Directors is always at least one (1) less than the total number of Public Directors.

Section 5. Term of Office. Except as provided pursuant to the remaining provisions of this Section, each Director shall serve for a period of three (3) years following his or her appointment, or until his or her successor is duly elected, or if earlier, until his or her resignation or removal as provided in this ARTICLE IV or his or her death or incapacity. The foregoing notwithstanding, it is anticipated that the terms of the initial Directors shall be staggered so that an approximately equal number of Directors have their terms expire each year. Accordingly,

the Learning Community (*i.e.*, with respect to any Public Director) and the then-current Board shall have the discretion to appoint new directors for a shorter term than three (3) years to the extent necessary to ensure an approximately equal number of staggered terms. There shall be no limit on the number of consecutive terms that may be served by any Director.

Section 6. Resignation. A Director may resign at any time by giving written notice to the Secretary of the Corporation, who shall advise the Board of Directors of any such resignation. Such resignation shall take effect at the time specified therein or, if no time is specified, then upon receipt of the resignation by the Secretary of the Corporation, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 7. Removal. An individual Director may be removed from office, with or without cause, at any time, by a vote of two thirds (2/3) of the Directors then in office. In addition, a Public Director may be removed from office, with or without cause, at any time by a vote of two-thirds (2/3) of the then-current members of the Coordinating Council of the Learning Community.

Section 8. Vacancies. A vacancy or vacancies in the Public Directors occurring for any reason, including an increase in the number of such Public Directors, may be filled pursuant to the provisions of Section 3 ~~above of this Article~~. A vacancy or vacancies in the Other Directors occurring for any reason, including an increase in the number of such Other Directors, may be filled pursuant to the provisions of Section 4 ~~above of this Article~~. Each Director so appointed or elected shall hold office for the remaining term of the Director so succeeded or until such Director resigns or is removed as provided in this Article IV or until his or her death or incapacity.

Section 9. No Control by Disqualified Persons. At no time shall the Board of Directors be constituted so as to be controlled directly or indirectly by one or more “disqualified persons” with respect to the Corporation (as defined in Section 4946 of the Code) other than “foundation managers” as defined by the Code and other than one or more organizations described in Sections 509(a)(1) or 509(a)(2) of the Code.

Section 10. Limitations on Powers. Anything in the Articles of Incorporation, these Bylaws or any resolutions, policies and procedures adopted by the Board of Directors to the contrary notwithstanding, neither the Board of Directors nor any committee established thereby shall have or exercise any power that jeopardizes the status of the Corporation as an entity exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Code. To the extent any such provision could be interpreted as granting to the Board of Directors or any committee any power that invalidates or otherwise jeopardizes the status of the Corporation as an entity exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Code, such provision shall be deemed void, and these Bylaws shall be construed so as to preclude any such interpretation.

Section 11. Action by Learning Community. Except as provided pursuant to the provisions of Section 7 of this Article, any action of the Learning Community which may be undertaken pursuant to the provisions of these Bylaws shall be taken upon approval of such action by a majority of the then-current members of the Coordinating Council of the Learning Community at any regular or special meeting thereof.

ARTICLE V MEETINGS OF BOARD OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors of the Corporation shall be held at such time and place as the Board of Directors may designate, or in the absence of designation by the Board, as the President shall designate. An annual meeting of the Board of Directors shall be held during the first quarter of each calendar year. The Board may provide by resolution the time and place for the holding of the annual or other regular meetings of the Board without other notice than such resolution.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for holding any special meeting of the Board of Directors called by them.

Section 3. Telephone or Electronic Meetings. Any regular or special meeting of the Board or any committee, as the case may be, may be held by means of conference telephone or similar communication equipment, by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute attendance and presence in person at the meeting of the member or members participating.

Section 4. Notices. Other than as provided in Section 1, regular meetings of the Board of Directors and committees may be held without notice of the date, time, place, or purpose of the meeting. Notice of special meetings providing the date, time and place of the meeting shall be communicated to each Director or committee member, as the case may be, at his or her last known address by such means authorized from time to time by the Nonprofit Corporation Act of the State of Nebraska, as determined by the person calling such meeting, at least two (2) days prior to the date of holding these meetings. Neither the business to be transacted ~~at~~ nor the purpose of any regular or special meeting of the Board of Directors or committee, as the case may be, need be specified in the notice unless specifically required by law or by these Bylaws or unless such meeting is to remove a Director ~~or to approve a matter that would require approval by the members if the Corporation had members.~~ In such case, the notice shall specify removal as one purpose of the meeting and precede the meeting by at least seven (7) days. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Quorum. A majority of the Board of Directors entitled to vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 6. Manner of Acting. The act of a majority of the Directors entitled to vote and who are present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

Section 7. Informal Action by Directors. Any action required by law to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the

Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 8. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered or certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 9. Committees. The Board of Directors, may by resolution, appoint one or more advisory committees, which must consist of at least one (1) Public Director, but which may have Directors (regardless of class) and non-Directors appointed thereto. Such advisory committee shall not have the power to act on behalf of the Board of Directors, but shall fulfill the purposes for which they were formed and report their findings to the Board of Directors.

ARTICLE VI OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, [a Vice President](#), a Secretary, and a Treasurer, all of which shall manage the day-to-day operations of the Corporation (*i.e.*, investment and overall financial management of the Corporation's assets, identify qualified recipients of the Corporation's assets, make distributions to qualified recipients, comply with necessary tax reporting and accounting matters, etc). Such other officers as may be deemed necessary may be elected in accordance with the provisions of this Article VI. Any two or more of said offices may be held by the same person. Such other officers, assistant officers, and acting officers as may be deemed necessary may be elected or appointed by the Board of Directors, such officers to have authority to perform the duties prescribed, from time to time, by the Board of Directors.

Section 2. Election. The officers of the Corporation shall be chosen annually by the Board of Directors, and each shall hold his or her office until his or her successor shall have been duly elected and qualified, or until his or her death, resignation, or removal.

Section 3. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if no time is specified, then upon receipt of the resignation by the Secretary or the Board of Directors as the case may be, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Any officer may be removed from office by the actions of the Board of Directors, whenever in its judgment the best interests of the Corporation will be served thereby.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. President. The President shall in general supervise and control all of the business and affairs of the Corporation. The President may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Corporation; and in general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 7. Vice President. In the absence or disability of the President, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions imposed upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 8. Treasurer. If required by the Board of Directors, the Treasurer shall give bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for all securities and monies due and payable to the Corporation from any source whatsoever, deposit all such monies in the name of the Corporation in such banks, trust companies, or in other depositories as shall be selected in accordance with the provisions of these Bylaws, and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors.

Section 9. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be the custodian of the corporate records of the Corporation, keep a register of the post office address of each Director of the Board which shall be furnished to the Secretary by such Director, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

ARTICLE VII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President of the Corporation.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VIII BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any member of the Board of Directors, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE IX FISCAL YEAR

The fiscal year of the Corporation shall begin on the 1st day of January and end on the last day of December of each year.

ARTICLE X SEAL

Unless otherwise provided by the Board of Directors, the Corporation shall have no seal.

ARTICLE XI WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Nonprofit Corporation Act of the State of Nebraska or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII INDEMNIFICATION OF DIRECTORS

To the extent permitted by law, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation against expenses, including attorney fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

To the extent permitted by law, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture or other enterprise or as a trustee, officer, employee or agent of an employee benefit plan, against expenses, including attorney fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation.

To the extent permitted by law, the Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation against any liability asserted against him or her and incurred in such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

The indemnity provided for by this Article XII shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article XII be deemed to prohibit the Corporation from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provision in the Bylaws.

ARTICLE XIII TERM OF EXISTENCE

The Corporation has perpetual existence unless dissolved by the Board of Directors.

ARTICLE XIV SHARING IN CORPORATE EARNINGS

No Director, officer, or employee of or member of a committee of or person connected with the Corporation, or any other private individual shall receive any of the net earnings or pecuniary profit from the operations of the Corporation; ~~provided, however, this provision, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation. Directors shall not receive any compensation for their services as a Director, but, by resolution of the Board of Directors may be reimbursed for any reasonable expenses incurred in connection with activities performed on behalf of the Corporation. The foregoing provisions of this Article shall not prevent the payment to any such person of such reasonable compensation to (i) any Director for services rendered in any capacity other than as a Director, or (ii) any other person for services rendered to or for the Corporation, in effecting any of its purposes as shall be fixed by the Board of Directors, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation.~~

ARTICLE XV PROHIBITED TRANSACTIONS

The Corporation shall not accept any gift or contribution from (i) a person, other than an organization described in Section 509(a)(1), 509(a)(2) or 509(a)(4), who directly or indirectly controls, either alone or together with persons described in clauses (ii) and (iii) of this

paragraph, the governing body of the Corporation; (ii) a member of the family (determined under the provisions of Section 4958(f)(4) of the Code) of an individual described in clause (i); or (iii) a 35% controlled entity (as defined in Section 4958(f)(3) of the Code by substituting “persons described in clause (i) or (ii) of Section 509(f)(2)(B)” for “persons described in subparagraph (A) or (B) of paragraph (1)” in Section 4958(f)(3)(A)(i) of the Code).

The Corporation shall make no grant, loan, compensation or other similar payment to a substantial contributor or persons related to (i) a substantial contributor (as defined in Section 4958(c)(3)(C) of the Code) to the Corporation; (ii) a member of the family (determined under the provisions of Section 4958(f)(4) of the Code) of a substantial contributor; or (iii) a 35% controlled entity (as defined in Section 4958(f)(3) of the Code by substituting “persons described in clause (i) or (ii) of Section 509(f)(2)(B)” for “persons described in subparagraph (A) or (B) of paragraph (1)” in Section 4958(f)(3)(A)(i) of the Code.)

The Corporation shall make no loans to a disqualified person (as defined in Section 4958(f)(1) of the Code), other than an organization described in Section 509(a)(1), 509(a)(2) or 509(a)(4) or the Corporation.

The Corporation shall not undertake any action that would cause the Corporation to fail to qualify as a Supporting Organization within the meaning of Section 509(a)(3) of the Code.

ARTICLE XVI AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board of Directors at any regular meeting or at any special meeting, if at least two days' written notice is given to all Directors of intention to alter, amend, or repeal or to adopt new Bylaws at such meeting; provided, however, that any such alteration, amendment or repeal that in any way affects the roles or responsibilities of the Learning Community as outlined herein shall require approval of the Learning Community before such alteration, amendment or repeal becomes effective.

The undersigned Secretary hereby certifies that the foregoing Bylaws were adopted by the Board of Directors on the _____ day of _____, 2018.

_____, Secretary

Document comparison by Workshare 9.5 on Wednesday, October 3, 2018
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Document 1 ID	netdocuments://4832-9854-0910/3
Description	Learning Community Foundation - Type 1 Supporting Organization - Bylaws
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Description	Learning Community Foundation - Type 1 Supporting Organization - Bylaws
Rendering set	Standard

Legend:	
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Statistics:	
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Insertions	26
Deletions	20
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	48

Memorandum

To: Learning Community Coordinating Council members

From: Lorraine Chang, Chair

Date: August 15, 2018

Subject: Proposal to Create The Learning Community Foundation of Douglas & Sarpy Counties

At its August 23, 2018 meeting, upon recommendation of the Executive Committee, the Council is being asked to approve the formation of a new entity, to be known as The Learning Community Foundation of Douglas & Sarpy Counties. This memorandum is intended to provide you with information in support of this recommendation.

In May, 2018, a Diversified Funding Task Force was formed whose purpose was “to explore the possibility of creating a foundation for the Learning Community to attract and manage additional sources of funding – e.g., from outside public and/or private sources (Strategic Plan Goal 1.5) – in support of its mission.” The members were myself, Susan Kelley, Carol Hahn, Mike Avery and David Patton (CEO). The group met 4 times (on May 16, June 19, July 28 and August 8). Mike only attended the first meeting before his accident prevented him from participating. Alex Wolf, attorney at Koley Jessen, participated in the first 3 meetings.

The group first discussed why a foundation would be beneficial. Having a separate foundation would better enable the Learning Community to seek out additional funds to expand and enhance the programs currently funded with tax dollars. Our funds are limited by our levy authority, and increases to property taxes are not desirable. Meanwhile, there is growing demand for our programs and needs continue to outpace available services across the two county area. Examples of projects for which additional funding would be helpful include space for expanding the family learning program at Gomez Elementary and the possible creation of a third Learning Community Center. Because we have evaluation results that show that our programs are producing positive results, and our successes are becoming more well known, offers for donations are surfacing. A foundation with its own governing board would have greater capacity to seek out additional funding. Status as a 501(c)3 tax-exempt organization with the U.S. Internal Revenue Service would also facilitate the organization seeking and receiving grant funding from individuals and other foundations. Monies so collected could be accounted for separately. The group agreed that setting up a foundation would be the best way to diversify and expand the Learning Community’s resource base.

According to legal counsel, such a foundation would be a “Type 1 supporting organization” to the Learning Community, requiring that the Learning Community Coordinating Council (LCCC) appoint a majority of the directors of the foundation’s governing board. Thus, the LCCC would have control over the foundation. It was agreed that the foundation would raise the money, but the LCCC would decide how the money would be spent in keeping with its policies and procedures.

The process for creating a foundation for the Learning Community is straightforward. Articles of Incorporation need to be filed with the Nebraska Secretary of State. Then, a Form 1023 application for tax exempt status needs to be filed with the U.S. Internal Revenue Service which includes a copy of the organization’s Bylaws. While it typically takes 3-12 months for the IRS to act on such applications, we are hopeful that the Learning Community’s application might be approved on the shorter side of that timeline. The foundation would be able to operate (e.g., receive and disburse funds) once the Articles are filed and basic organizational elements are set up, even while waiting for the IRS approval. Moreover, tax exempt status for any donations made after the date of IRS filing would be retroactive back to that filing date.

In preparation for completing the necessary documentation, the group researched a number of other foundations in the metro Omaha area. We were particularly interested in talking to other foundations affiliated with public organizations and educational bodies. Examples of those foundations that were interviewed included: Omaha Public Schools Foundation, Millard Public Schools Foundation, Metro Community College Foundation, Omaha Public Library Foundation, Central High School Foundation, Omaha Community Foundation, Scott Family Foundation, and University of Nebraska Foundation. Helpful information was gathered regarding governance structure, board operations, scope of decision-making, start-up, and staffing.

With the information at hand, and with guidance from Alex, the group developed the Articles of Incorporation and Bylaws that are attached to this memorandum for your review. The Articles and Bylaws clearly state that the Foundation exists to carry out the purposes of the Learning Community. The Bylaws also set forth a proposed governance structure for the new foundation. The Learning Community Foundation would have a governing board of from 5 to 25 directors. Directors would consist of Public Directors (appointed by the LCCC to comprise a majority of the total number of Directors); Other Directors (appointed by the Foundation Board itself), and Ex Officio Directors (LCCC Chair or designee as a voting member and CEO as a non-voting member). It is envisioned that the initial board would be smaller, with room to grow in number as assets grow. Directors would serve for three-year terms, with initial terms to be staggered. Officers to be chosen annually would consist of President, Vice President, Treasurer and Secretary, with two or more offices able to be held by the same person. Directors would be responsible for attending and participating in meetings, contributing financially (either personally or through personal solicitation), promoting the programs of the Learning Community, and fostering awareness and collaboration that contributes to the Learning Community's mission.

Upon approval of the Council, CEO David Patton will be authorized to file the Articles of Incorporation with the Secretary of State and to submit an application for tax exempt status with the IRS, including the Bylaws and any other documentation that may be required. The Task Force will continue to meet to nominate an initial slate of Directors to bring to the Council for approval at a future Council meeting.

**ARTICLES OF INCORPORATION
OF
THE LEARNING COMMUNITY FOUNDATION OF DOUGLAS AND SARPY COUNTIES**

Pursuant to the provisions of the Nebraska Nonprofit Corporation Act, as amended (“Act”), the undersigned, acting as the Incorporator, hereby adopts the following Articles of Incorporation.

**ARTICLE 1
NAME**

The name of the corporation is: The Learning Community Foundation of Douglas and Sarpy Counties.

**ARTICLE 2
MEMBERS**

The corporation shall have no members.

**ARTICLE 3
DESIGNATION**

The corporation is a public benefit corporation under the Act.

**ARTICLE 4
REGISTERED AGENT AND OFFICE**

The street address of the initial registered office of the corporation is: 1125 South 103rd Street, Suite 800, Omaha, Nebraska 68124, and the name of the initial registered agent at such address is: Koley Jessen P.C., L.L.O.

**ARTICLE 5
PURPOSE**

The Corporation is organized and shall be operated exclusively for charitable, religious, educational or scientific purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), by conducting or supporting activities for the benefit of or to carry out purposes of the Learning Community of Douglas and Sarpy Counties, a political subdivision of the State of Nebraska. If the Learning Community of Douglas and Sarpy Counties ceases to be a qualified organization, or the Corporation’s relationship with the Learning Community of Douglas and Sarpy Counties is terminated for any other reason, the Corporation shall be operated exclusively for the benefit of or to carry out the purposes of one or more qualified organizations, as shall be selected by the Board of Directors of the Corporation. An organization is a “qualified organization” for the purposes of these Articles only if it is described in Section 501(c)(3) and Sections 509(a)(1) or (2) of the Code.

**ARTICLE 6
POWERS**

The Corporation shall have all the powers conferred upon nonprofit corporations by the Act, and any enlargement of such powers conferred by subsequent legislative acts. In addition

thereto, the Corporation shall have and exercise all powers and rights not otherwise denied nonprofit corporations by the laws of the State of Nebraska, as are necessary, suitable, proper, convenient or expedient to the attainment of the purposes set forth in Article IV above; provided, however:

a. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any officer or director of the Corporation, or any private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV above.

b. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in, any political campaign on behalf of, or in opposition to, any candidate for public office, including the publication or distribution of statements.

c. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal income tax under section 501(c)(3) of the Code, or by an organization, contributions to which are deductible under section 170(c)(2) of the Code.

ARTICLE 7 DISTRIBUTIONS UPON DISSOLUTION

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute all of the assets of the Corporation exclusively for charitable, educational, religious or scientific purposes to the organization which the Corporation is then supporting as the basis for the Corporation's status under Section 509(a)(3) of the Code, and if no such organization exists the assets of the Corporation shall be distributed to such organization or organizations which are organized and operated exclusively for charitable, educational, religious, or scientific purposes and as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Code, or to the federal government, or to the state or local government, for public purposes, and as the Board of Directors shall determine. Any assets not so disposed of shall be disposed of by a Court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 8 INCORPORATOR

The name and address of the Incorporator is: Alexander J. Wolf.

In witness whereof, these Articles of Incorporation have been executed by the undersigned this ____ day of _____, 2018.

Alexander J. Wolf, Incorporator

**BYLAWS OF
THE LEARNING COMMUNITY FOUNDATION OF DOUGLAS AND SARPY COUNTIES**

**ARTICLE I
OFFICES**

The principal office of the Corporation in the State of Nebraska shall be located in the City of Omaha, County of Douglas. The Corporation may have such other offices, either within or without the State of Nebraska, as the Board of Directors may determine or the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Nebraska a registered office, and a registered agent whose office is identical with such registered office, as required by the Nonprofit Corporation Act of the State of Nebraska. The registered office may be, but need not be, identical with the principal office in the State of Nebraska, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II
MEMBERSHIP**

The Corporation shall have no members.

**ARTICLE III
PURPOSES**

The Corporation is organized, and shall be operated, on a not-for-profit basis and shall be operated exclusively for charitable, educational or religious purposes by conducting or supporting activities for the benefit of, to perform the functions of, or to carry out the purposes of Learning Community of Douglas and Sarpy Counties, a political subdivision of the State of Nebraska (the "Learning Community"), so long as it remains a qualified organization. The Learning Community shall be a "qualified organization" for the purposes of these Bylaws only if it is described in Section 501(c)(3) and Sections 509(a)(1) or 509(a)(2) of the Code.

The Corporation shall at all times be operated solely in connection with the Learning Community; provided, however, if the Learning Community ceases to be a qualified organization or if it shall amend its Articles of Incorporation to restrict or limit the purposes for which it was formed in a material manner, the Corporation shall be operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of, one or more qualified organizations as described in Section 509(a)(1) or 509(a)(2) of the Code as shall be selected by the Board of Directors.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. General Powers. The affairs of the Corporation shall be managed by its Board of Directors. The Directors need not be residents of the State of Nebraska. Subject to the limitations of the Articles of Incorporation of the Corporation, these Bylaws, and the laws of the State of Nebraska, the Directors are vested with all of the powers now or hereafter conferred by law.

Section 2. Number. The total number of Directors shall be not less than five (5) nor more than twenty-five (25), divided into three classes, as follows:

(a) Public Directors. The Public Director Class shall consist of that number of directors which at all times exceeds the number of Other Directors by at least one (1), as appointed pursuant to the provisions of Section 3 of this Article (the "Public Directors"). In no event shall a "disqualified person" as defined in these Bylaws be appointed to serve as a Public Director.

(b) Other Directors. The Other Director Class shall consist of such number of directors as may be appointed from time to time pursuant to the provisions of Section 4 of this Article (the "Other Directors"); provided, however, the number of Other Directors shall at all times be at least one (1) less than the number of Public Directors.

(c) Ex Officio Directors. The Ex Officio Class shall consist of (i) the then-serving Chair of the Learning Community, who shall at all times serve as an ex officio voting member of the Board of Directors, and (ii) the then-serving Chief Executive Officer of the Learning Community, who shall at all times serve as an ex officio nonvoting member of the Board of Directors.

Section 3. Public Directors. The Learning Community shall initially be entitled to appoint anywhere from three (3) to twenty-three (23) Public Directors, as determined by the Learning Community from time to time, so long as the total number of Public Directors is always at least one (1) more than the total number of Other Directors. The persons so designated shall be certified to an officer of the Corporation by an officer of the Learning Community. Subject to the provisions of this Article IV, the Learning Community may designate, from time to time, any person to fill any vacancy in the role of Public Directors, by written instrument, executed by an officer of the Learning Community and delivered to an officer of the Corporation. When so designated, such successor Public Director shall, upon accepting the duties of said office, serve immediately by appointment without further action of the Board of Directors.

Section 4. Other Directors. Other Directors may be appointed from time to time by the majority vote of the then-current Directors (*i.e.*, including any then-current Public Directors or Other Directors). The number of Other Directors may be anywhere from zero (0) to eleven (11) as designated by the Board of Directors, from time to time, so long as the total number of Other Directors is always at least one (1) less than the total number of Public Directors.

Section 5. Term of Office. Except as provided pursuant to the remaining provisions of this Section, each Director shall serve for a period of three (3) years following his or her appointment, or until his or her successor is duly elected, or if earlier, until his or her resignation or removal as provided in this ARTICLE IV or his or her death or incapacity. The foregoing notwithstanding, it is anticipated that the terms of the initial Directors shall be staggered so that an approximately equal number of Directors have their terms expire each year. Accordingly, the Learning Community (*i.e.*, with respect to any Public Director) and the then-current Board shall have the discretion to appoint new directors for a shorter term than three (3) years to the extent necessary to ensure an approximately equal number of staggered terms. There shall be no limit on the number of consecutive terms that may be served by any Director.

Section 6. Resignation. A Director may resign at any time by giving written notice to the Secretary of the Corporation, who shall advise the Board of Directors of any such resignation. Such resignation shall take effect at the time specified therein or, if no time is

specified, then upon receipt of the resignation by the Secretary of the Corporation, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 7. Removal. An individual Director may be removed from office, with or without cause, at any time, by a vote of two thirds (2/3) of the Directors then in office.

Section 8. Vacancies. A vacancy or vacancies in the Public Directors occurring for any reason, including an increase in the number of such Public Directors, may be filled pursuant to the provisions of Section 3 above. A vacancy or vacancies in the Other Directors occurring for any reason, including an increase in the number of such Other Directors, may be filled pursuant to the provisions of Section 4 above. Each Director so appointed or elected shall hold office for the remaining term of the Director so succeeded or until such Director resigns or is removed as provided in this Article IV or until his or her death or incapacity.

Section 9. No Control by Disqualified Persons. At no time shall the Board of Directors be constituted so as to be controlled directly or indirectly by one or more "disqualified persons" with respect to the Corporation (as defined in Section 4946 of the Code) other than "foundation managers" as defined by the Code and other than one or more organizations described in Sections 509(a)(1) or 509(a)(2) of the Code.

Section 10. Limitations on Powers. Anything in the Articles of Incorporation, these Bylaws or any resolutions, policies and procedures adopted by the Board of Directors to the contrary notwithstanding, neither the Board of Directors nor any committee established thereby shall have or exercise any power that jeopardizes the status of the Corporation as an entity exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Code. To the extent any such provision could be interpreted as granting to the Board of Directors or any committee any power that invalidates or otherwise jeopardizes the status of the Corporation as an entity exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Code, such provision shall be deemed void, and these Bylaws shall be construed so as to preclude any such interpretation.

ARTICLE V MEETINGS OF BOARD OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors of the Corporation shall be held at such time and place as the Board of Directors may designate, or in the absence of designation by the Board, as the President shall designate. An annual meeting of the Board of Directors shall be held during the first quarter of each calendar year. The Board may provide by resolution the time and place for the holding of the annual or other regular meetings of the Board without other notice than such resolution.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place for holding any special meeting of the Board of Directors called by them.

Section 3. Telephone or Electronic Meetings. Any regular or special meeting of the Board or any committee, as the case may be, may be held by means of conference telephone or similar communication equipment, by means of which all persons participating in the meeting

can hear each other. Participation in such a meeting shall constitute attendance and presence in person at the meeting of the member or members participating.

Section 4. Notices. Other than as provided in Section 1, regular meetings of the Board of Directors and committees may be held without notice of the date, time, place, or purpose of the meeting. Notice of special meetings providing the date, time and place of the meeting shall be communicated to each Director or committee member, as the case may be, at his or her last known address by such means authorized from time to time by the Nonprofit Corporation Act of the State of Nebraska, as determined by the person calling such meeting, at least two (2) days prior to the date of holding these meetings. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board of Directors or committee, as the case may be, need be specified in the notice unless specifically required by law or by these Bylaws or unless such meeting is to remove a Director or to approve a matter that would require approval by the members if the Corporation had members. In such case, the notice shall specify removal as one purpose of the meeting and precede the meeting by at least seven (7) days. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Quorum. A majority of the Board of Directors entitled to vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 6. Manner of Acting. The act of a majority of the Directors entitled to vote present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

Section 7. Informal Action by Directors. Any action required by law to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 8. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered or certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 9. Committees. The Board of Directors, may by resolution, appoint one or more advisory committees, which must consist of at least one (1) Public Director, but which may have Directors (regardless of class) and non-Directors appointed thereto. Such advisory committee shall not have the power to act on behalf of the Board of Directors, but shall fulfill the purposes for which they were formed and report their findings to the Board of Directors.

ARTICLE VI OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, a Secretary, and a Treasurer, all of which shall manage the day-to-day operations of the Corporation (*i.e.*, investment and overall financial management of the Corporation's assets, identify qualified recipients of the Corporation's assets, make distributions to qualified recipients, comply with necessary tax reporting and accounting matters, etc). Such other officers as may be deemed necessary may be elected in accordance with the provisions of this Article VI. Any two or more of said offices may be held by the same person. Such other officers, assistant officers, and acting officers as may be deemed necessary may be elected or appointed by the Board of Directors, such officers to have authority to perform the duties prescribed, from time to time, by the Board of Directors.

Section 2. Election. The officers of the Corporation shall be chosen annually by the Board of Directors, and each shall hold his or her office until his or her successor shall have been duly elected and qualified, or until his or her death, resignation, or removal.

Section 3. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein or, if no time is specified, then upon receipt of the resignation by the Secretary or the Board of Directors as the case may be, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Any officer may be removed from office by the actions of the Board of Directors, whenever in its judgment the best interests of the Corporation will be served thereby.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. President. The President shall in general supervise and control all of the business and affairs of the Corporation. The President may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Corporation; and in general, the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 7. Vice President. In the absence or disability of the President, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions imposed upon the President. The Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 8. Treasurer. If required by the Board of Directors, the Treasurer shall give bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall have charge and custody of and be

responsible for all funds and securities of the Corporation, receive and give receipts for all securities and monies due and payable to the Corporation from any source whatsoever, deposit all such monies in the name of the Corporation in such banks, trust companies, or in other depositories as shall be selected in accordance with the provisions of these Bylaws, and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Directors.

Section 9. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be the custodian of the corporate records of the Corporation, keep a register of the post office address of each Director of the Board which shall be furnished to the Secretary by such Director, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

ARTICLE VII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President of the Corporation.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE VIII BOOKS AND RECORDS

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the Corporation may be inspected by any member of the Board of Directors, or his agent or attorney, for any proper purpose at any reasonable time.

**ARTICLE IX
FISCAL YEAR**

The fiscal year of the Corporation shall begin on the 1st day of January and end on the last day of December of each year.

**ARTICLE X
SEAL**

Unless otherwise provided by the Board of Directors, the Corporation shall have no seal.

**ARTICLE XI
WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the Nonprofit Corporation Act of the State of Nebraska or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XII
INDEMNIFICATION OF DIRECTORS**

To the extent permitted by law, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation against expenses, including attorney fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

To the extent permitted by law, the Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture or other enterprise or as a trustee, officer, employee or agent of an employee benefit plan, against expenses, including attorney fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation.

To the extent permitted by law, the Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation against any liability asserted against him or her and incurred in such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

The indemnity provided for by this Article XII shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article XII be deemed to prohibit the Corporation from extending its indemnification to cover other persons or activities to the extent permitted by law or pursuant to any provision in the Bylaws.

ARTICLE XIII TERM OF EXISTENCE

The Corporation has perpetual existence unless dissolved by the Board of Directors.

ARTICLE XIV SHARING IN CORPORATE EARNINGS

No Director, officer, or employee of or member of a committee of or person connected with the Corporation, or any other private individual shall receive any of the net earnings or pecuniary profit from the operations of the Corporation; provided, however, this provision shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Corporation in effecting any of its purposes as shall be fixed by the Board of Directors, and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Corporation.

ARTICLE XV PROHIBITED TRANSACTIONS

The Corporation shall not accept any gift or contribution from (i) a person, other than an organization described in Section 509(a)(1), 509(a)(2) or 509(a)(4), who directly or indirectly controls, either alone or together with persons described in clauses (ii) and (iii) of this paragraph, the governing body of the Corporation; (ii) a member of the family (determined under the provisions of Section 4958(f)(4) of the Code) of an individual described in clause (i); or (iii) a 35% controlled entity (as defined in Section 4958(f)(3) of the Code by substituting "persons described in clause (i) or (ii) of Section 509(f)(2)(B)" for "persons described in subparagraph (A) or (B) of paragraph (1)" in Section 4958(f)(3)(A)(i) of the Code).

The Corporation shall make no grant, loan, compensation or other similar payment to a substantial contributor or persons related to (i) a substantial contributor (as defined in Section 4958(c)(3)(C) of the Code) to the Corporation; (ii) a member of the family (determined under the provisions of Section 4958(f)(4) of the Code) of a substantial contributor; or (iii) a 35% controlled entity (as defined in Section 4958(f)(3) of the Code by substituting "persons described in clause (i) or (ii) of Section 509(f)(2)(B)" for "persons described in subparagraph (A) or (B) of paragraph (1)" in Section 4958(f)(3)(A)(i) of the Code.)

The Corporation shall make no loans to a disqualified person (as defined in Section 4958(f)(1) of the Code), other than an organization described in Section 509(a)(1), 509(a)(2) or 509(a)(4) or the Corporation.

The Corporation shall not undertake any action that would cause the Corporation to fail to qualify as a Supporting Organization within the meaning of Section 509(a)(3) of the Code.

**ARTICLE XVI
AMENDMENTS TO BYLAWS**

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board of Directors at any regular meeting or at any special meeting, if at least two days' written notice is given to all Directors of intention to alter, amend, or repeal or to adopt new Bylaws at such meeting.

The undersigned Secretary hereby certifies that the foregoing Bylaws were adopted by the Board of Directors on the _____ day of _____, 2018.

_____, Secretary