

# LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

## LEARNING COMMUNITY COORDINATING COUNCIL

### AGENDA

August 8, 2019 – 6:00 p.m.

Learning Community Center of North Omaha, 1612 N. 24<sup>th</sup> 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 Council Minutes June 20, 2019
5. Reports
  - a) Chair
  - b) Treasurer
    - i. **Action Item:** Accept Treasurer's Reports dated June 30, 2019 and July 31, 2019
  - c) Chief Executive Officer
  - d) Legal Counsel
6. Public Comment
7. Superintendents' Plan for Early Childhood Education Update
8. Learning Community Center of South Omaha Update – Renee Franklin
9. Learning Community Center of North Omaha Update – Renee Franklin /Jamalia Parker
  - a) Upon recommendation of the Subcouncil 2, motion 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, not to exceed \$230,000.00 from the Learning Community Center of North Omaha Elementary Learning Center Fund Budget for FY 2019-2020. Approval is contingent upon Council approval of authorization of the elementary levy and the 2019-2020 fiscal year budget for the Learning Community.
10. Subcommittee Reports
  - a) Elementary Learning and Diversity Subcommittee

b) Budget, Finance & Audit Subcommittee

i. Elementary Learning Centers and Capital Projects Budgets Additional Growth Rate of 1%

Rationale: State statute allows the Learning Community Coordinating Council to add 1% to the annual allowable Elementary Learning Centers and Capital Projects budgets if approved by a "super" majority vote of the Council. This request does not increase the property tax levy. Instead, this allowable growth provides a mechanism for new or future valuation growth in the Learning Community. This allows the Learning Community to provide continued or additional services in the future.

**Action Item:** Upon recommendation of Budget, Finance and Audit Subcommittee and Executive Committee, motion to approve the additional 1% allowable growth rate for the 2019-2020 Elementary Learning Centers and Capital Projects budgets.

ii. FY 2019-2020 Proposed Budget and Levies Informational Presentation – Dale Kreher

c) Legislative Subcommittee

11. New Business

12. Unfinished Business

13. Next Council Meeting –

August 22, 2019, Learning Community Center of North Omaha, 1612 N. 24<sup>th</sup> Street, Omaha, NE

14. Adjournment

## UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee	To Be Determined
LC Public Hearing	August 22, 2019, 5:15 p.m. Learning Community Center of North Omaha, 1612 N. 24 <sup>th</sup> Street, Omaha, NE
LC Coordinating Council	August 22, 2019, 6:00 p.m. Learning Community Center of North Omaha, 1612 N. 24 <sup>th</sup> Street, Omaha, NE
Subcouncil #1	To Be Determined
Subcouncil #2	To Be Determined
Subcouncil #3	To Be Determined
Subcouncil #4	November 1, 2019, 3:00 p.m. Don Stroh Administration Center, 5606 S. 147 <sup>th</sup> St., Omaha, NE.
Subcouncil #5	To Be Determined
Subcouncil #6	To Be Determined

## DOCUMENTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS:

- LCCC Minutes dated June 20, 2019
- Treasurer's Report dated June 30, 2019
- Lutheran Family Services Recommendation and Contract for LCCNO

## LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

### LEARNING COMMUNITY COORDINATING COUNCIL

June 20, 2019

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held June 20, 2019, at the Learning Community Center of North Omaha, 1612 N. 24 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 June 12, 2019. 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 June 13, 2019.

1. **Call Meeting to Order.** The meeting was convened and called to order by Chair Kelley at 6:00 p.m. and began with the recitation of the Pledge of Allegiance.
2. **Public Notice & Compliance with Open Meetings Act.** Chair Kelley 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: Ekwerekwu, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Ward, Woodward, Kelley

Voting Members Excused: Avery, Hager

Members Absent: Williams

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

Also Present: Margaret Hershiser, Koley Jessen P.C.; Penny Gildea, Consultant; Andreea Shnyder, MCC; Mark Avery, Nebraska Auditor of Public Accounts

It is noted for the record that Dr. Williams arrived at 6:06 p.m.

Immediately after the Roll Call, Ms. Ward raised a point of privilege stating that she will not be limited by policies and restrictions that she believes restrict her rights as a Council member. One handout was provided.

4. **Approval of Minutes.** Chair Kelley presented the Council minutes from the May 16, 2019 public meeting of the Council. Motion by Mr. Hoeger, seconded by Ms. Ward, to approve the minutes of the Council meeting held on May 16, 2019. Discussion took place. Yeas: Ekwerekwu, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Ward, Williams, Woodward, Kelley. Abstain: None. Nays: None. **Motion carried.**

#### 5. Reports

- a) Chair – Chair Kelley reviewed the proposed meeting calendar and introduced Dale Kreher, Finance Director, to the Council. Chair Kelley congratulated Jamalia Parker on her WCA award and reported that there will be no Council meeting in July.

- b) Treasurer
    - i. Motion by Ms. Hahn, seconded by Ms. Woodward, to accept Treasurer's Report dated May 31, 2019. Discussion took place. Yeas: Ekwerekwu, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried**
    - ii. Motion by Ms. Hahn, seconded by Mr. Thommas, to accept the Third Quarter Budget to Actual Report. Discussion took place. Yeas: Ekwerekwu, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**
    - iii. 2017/2018 Auditor's Report - Comments/Questions – Mark Avery, Audit Manager provided a summary of the audit.
      - 1. Motion by Ms. Hahn, seconded by Mr. Thommes, upon recommendation of the Budget, Audit and Finance Subcommittee, motion to accept the 2017/2018 Auditor's Report as presented. Discussion took place. Yeas: Ekwerekwu, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**
  - c) Chief Executive Officer – Mr. Patton introduced Shirley Vargas of the Nebraska Department of Education and explained her involvement with the Santee project. Mr. Patton explained the differences between the two Council meetings in August.
  - d) Legal Counsel – No Report
- 6. Public Comment – None.
  - 7. Superintendents' Plan for Early Childhood Education Plan Overview – No Report
  - 8. Learning Community Center of South Omaha Update – Ms. Franklin provided a report.
  - 9. Learning Community Center of North Omaha Update – Andreea Shnyder provided a presentation on Early Childhood Future Teachers. Discussion took place. Penny Gildea provided a presentation on Childcare Director Training. Discussion took place. Three handouts were provided.
- 10. Subcommittee Reports
    - a) Elementary Learning and Diversity Subcommittee – No Report
    - b) Budget, Finance & Audit Subcommittee – No Report
    - c) Legislative Subcommittee – No Report

11. New Business -

a) CEO 2019 Discretionary Performance Bonus and Contract Renewal

Motion by Chair Kelley, seconded by Ms. Ward, to move that the Board go into closed session at 7:27 p.m. for the purpose of evaluating and discussing the job performance of CEO David Patton. The closed session is necessary for the protection of needless injury to the reputation of Mr. Patton who has not requested a public meeting. Yeas: Ekwerekwu, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Ward, Williams, Woodward, Kelley. Abstain: None. Nays: None. **Motion carried.**

Motion by Ms. Hahn, seconded by Dr. Williams to come out of closed session at 8:35 p.m. Yeas: Ekwerekwu, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**

Motion by Ms. Hahn, seconded by Dr. Williams to reconvene in open session. Yeas: Ekwerekwu, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**

- i. Motion by Ms. Woodward, seconded by Ms. Hahn, upon recommendation by the Executive Committee, motion to approve payment to David Patton of a discretionary performance bonus of \$4,264.83 (3% of his 2018-2019 base salary) per Section 4(b) of his Employment Agreement based upon his successful completion of CEO Goals for 2018-2019 through the normal payroll process.

Motion by Ms. Ward, to move to amend agenda item 11 (a) (i) by striking the recommendation of the Executive Council and substitute: To approve payment of \$4,264.83 to CEO David Patton as a discretionary performance bonus (3% of his 2018-2019 base salary) through the normal payroll process on the condition that he use all such funds used to assist student households in the Learning Community who are at risk of loss of academic achievement due to conditions of poverty and who have no other means of assistance and further that he shall report each expenditure to the Council to increase our awareness of the challenges poverty poses for student families. **Motion Failed for lack of a second.**

**Returning to original motion:**

Yeas: Ekwerekwu, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**

- ii. Motion by Mr. Thommes, seconded by Dr. Williams, upon recommendation of the Executive Committee, motion to recommend approval of the Third Amendment to David Patton's Employment Agreement as presented to the Learning Community of Douglas and Sarpy Counties' Coordinating Council, to include extension of the term of his Employment Agreement through June 30, 2022, a base salary for 2019-2020 of \$150,000.00 and a discretionary performance bonus of 2% of his base salary based upon CEO's accomplishment of 2019-2020 written expectations to be approved by the Learning Community Coordinating Council, such Third Amendment to be effective July 1, 2019.

Motion by Ms. Ward, to amend agenda item 11 (a) (ii) by striking the recommendation of the Executive Council and substitute: To amend David Patton's Employment Agreement to include a provision that David Patton serves as an employee of the Learning Community Council and employment may be terminated at will without penalty or severance compensation. **Motion Failed for lack of second.**

**Returning to Original Motion:**

Yeas: Ekwerekwu, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**

12. Unfinished Business - None

13. Next Council Meeting –

- August 8, 2019 - Learning Community Center of North Omaha, 1612 N. 24<sup>th</sup> Street, Omaha, NE

14. Adjournment – Meeting was adjourned with unanimous approval at 8:55 p.m.

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

- Council Minutes dated May 16, 2019
- Proposed 2020 LCCC/Executive Committee Calendar
- Treasurer's Report dated May 31, 2019
- Third Quarter Budget to Actual for FY 2018/2019
- Audit Report
- Third Amendment to Employment Agreement

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**Jill Woodward – Secretary**

**LEARNING COMM OF DOUGLAS SARPY COUNTY**  
**Treasurer's Report - Purchase Journal**  
**For the Period From Jun 1, 2019 to Jun 30, 2019**

Filter Criteria includes: 1) Includes Drop Shipments. Report order

Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
6/19/19	Accident Fund	WCV 6089368 06 01	Work Comp June 2019	693.25		
6/19/19	Accident Fund	WCV 6089368 06 01	Accident Fund		693.25	Paid In Full
6/14/19	BASE	G133160-0112	July Cafeteria Plan	37.50		
6/14/19	BASE	G133160-0112	BASE		37.50	Paid In Full
6/1/19	Buffett Early Childhood Institute	06/2019SupEC Plan Ev	Super. early Childhood Education Plan- Eval			
6/1/19	Buffett Early Childhood Institute	06/2019SupEC Plan Ev	monthly payment	18,666.66		
			Buffett Early Childhood Institute		18,666.66	Paid In Full
6/1/19	Buffett Early Childhood Institute	June 2019	Superintendents Early Childhood Education Plan -			
6/1/19	Buffett Early Childhood Institute	June 2019	Program Monthly Payment	110,507.08		
			Buffett Early Childhood Institute		110,507.08	Paid In Full
6/1/19	Blue Cross Blue Shield of Nebraska	06012019	Admin - Health	1,923.45		
6/1/19	Blue Cross Blue Shield of Nebraska	06012019	Admin - Dental	117.52		
6/1/19	Blue Cross Blue Shield of Nebraska	06012019	ELC Director - Health	641.15		
6/1/19	Blue Cross Blue Shield of Nebraska	06012019	ELC Director - Dental	28.67		
6/1/19	Blue Cross Blue Shield of Nebraska	06012019	Parent U - Health	3,109.60		
6/1/19	Blue Cross Blue Shield of Nebraska	06012019	Parent U - Dental	114.68		
6/1/19	Blue Cross Blue Shield of Nebraska	06012019	LCCNO - Health	641.15		
6/1/19	Blue Cross Blue Shield of Nebraska	06012019	LCCNO - Dental	28.67		
6/1/19	Blue Cross Blue Shield of Nebraska	06012019	LC Coordinating Council - Health	641.15		
6/1/19	Blue Cross Blue Shield of Nebraska	06012019	LC Coordinating Council - Dental	57.34		
6/1/19	Blue Cross Blue Shield of Nebraska	06012019	Blue Cross Blue Shield of Nebraska		7,303.38	Paid In Full
6/1/19	C41 Photography	7879	Business head shot - D kreher	179.00		
6/1/19	C41 Photography	7879	C41 Photography		179.00	Paid In Full
6/1/19	Carroll Communications	1534	February Communications Strategy & Planning	8,590.00		
6/1/19	Carroll Communications	1534	Carroll Communications		8,590.00	Paid In Full
6/1/19	Colonial Life	3884152 - 0601	Short Term Liability	987.10		
6/1/19	Colonial Life	3884152 - 0601	Colonial Life		987.10	Paid In Full
6/1/19	Control Yours	5064	Membership subscription	175.00		
6/1/19	Control Yours	5064	Control Yours		175.00	Paid In Full
6/1/19	Culligan of Omaha	954357	Water & Transportation Fees	15.00		
6/1/19	Culligan of Omaha	954357	Culligan of Omaha		15.00	Paid In Full
6/14/19	Culligan of Omaha	800534585	Water cooler, common area	76.75		
6/14/19	Culligan of Omaha	800534585	Culligan of Omaha		76.75	Paid In Full
6/1/19	The Daily Record	120642	Subcouncil 2 Meeting, 6/3/2019	16.10		
6/1/19	The Daily Record	120642	The Daily Record		16.10	Paid In Full
6/1/19	El Mero Mero Inc	June 2019	June 2019 Rent	3,200.00		



**LEARNING COMM OF DOUGLAS SARPY COUNTY**  
**Treasurer's Report - Purchase Journal**  
**For the Period From Jun 1, 2019 to Jun 30, 2019**

Filter Criteria includes: 1) Includes Drop Shipments. Report order

Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
6/1/19	El Mero Mero Inc	June 2019	El Mero Mero Inc		3,200.00	Paid In Full
6/1/19	Engineered Controls	51087-a	Final payment	1,650.00		
6/1/19	Engineered Controls	51087-a	Engineered Controls		1,650.00	Paid In Full
6/1/19	EDUCATIONAL SERVICE UNIT #3	SPED007288	ELG Science, Trainer and lunch	930.00		
6/1/19	EDUCATIONAL SERVICE UNIT #3	SPED007288	EDUCATIONAL SERVICE UNIT #3		930.00	Paid In Full
6/1/19	EDUCATIONAL SERVICE UNIT #3	SPED007298	CCNO Protecting Children,Trainer & food	600.00		
6/1/19	EDUCATIONAL SERVICE UNIT #3	SPED007298	EDUCATIONAL SERVICE UNIT #3		600.00	Paid In Full
6/1/19	Graphic Technologies	54325	LCCNO Window envelopes	478.75		
6/1/19	Graphic Technologies	54325	Graphic Technologies		478.75	Paid In Full
6/14/19	Graphic Technologies	54492	Andrea Foster Business Cards	87.50		
6/14/19	Graphic Technologies	54492	Graphic Technologies		87.50	Paid In Full
6/1/19	HELP Foundation of Omaha	June 2019 rent	6/2019 LCCSO Rent	9,431.84		
6/1/19	HELP Foundation of Omaha	June 2019 rent	HELP Foundation of Omaha		9,431.84	Paid In Full
6/1/19	HyVee Accounts Receivable	2528524	Flowers Tameshia	52.00		
6/1/19	HyVee Accounts Receivable	2528524	HyVee Accounts Receivable		52.00	Paid In Full
6/1/19	HyVee Accounts Receivable	4803222701	Food supplies purchased 5/17	74.51		
6/1/19	HyVee Accounts Receivable	4803222701	HyVee Accounts Receivable		74.51	Paid In Full
6/1/19	HyVee Accounts Receivable	4803791196	Food supplies purchased 6/3/2019	97.97		
6/1/19	HyVee Accounts Receivable	4803791196	HyVee Accounts Receivable		97.97	Paid In Full
6/1/19	HyVee Accounts Receivable	5831931910	Food supplies purchased 5/14	128.87		
6/1/19	HyVee Accounts Receivable	5831931910	HyVee Accounts Receivable		128.87	Paid In Full
6/1/19	HyVee Accounts Receivable	5831956932	Food supplies purchased 5/15	25.44		
6/1/19	HyVee Accounts Receivable	5831956932	HyVee Accounts Receivable		25.44	Paid In Full
6/1/19	HyVee Accounts Receivable	5831990140	Food supplies purchased 5/16	39.17		
6/1/19	HyVee Accounts Receivable	5831990140	HyVee Accounts Receivable		39.17	Paid In Full
6/1/19	HyVee Accounts Receivable	5832205531	food supplies purchased 5/22	105.74		
6/1/19	HyVee Accounts Receivable	5832205531	HyVee Accounts Receivable		105.74	Paid In Full
6/1/19	HyVee Accounts Receivable	5832237207	Food supplies 5/23	34.69		
6/1/19	HyVee Accounts Receivable	5832237207	HyVee Accounts Receivable		34.69	Paid In Full
6/1/19	HyVee Accounts Receivable	5832461538	Food supplies purchased 5/29	57.70		
6/1/19	HyVee Accounts Receivable	5832461538	HyVee Accounts Receivable		57.70	Paid In Full
6/1/19	HyVee Accounts Receivable	5832526689	Flowers Lucia	47.00		
6/1/19	HyVee Accounts Receivable	5832526689	HyVee Accounts Receivable		47.00	Paid In Full
6/1/19	HyVee Accounts Receivable	5832526763			50.29	
6/1/19	InfNet Solutions, Inc.	53634ISI	MS full Support per user: workstations, maintenance and monitoring	1,440.00		
6/1/19	InfNet Solutions, Inc.	53634ISI	MS BDR Alto3 MS BDR Alto 3 2tb time based retention	179.00		
6/1/19	InfNet Solutions, Inc.	53634ISI	InfNet Solutions, Inc.		1,619.00	Paid In Full

**LEARNING COMM OF DOUGLAS SARPY COUNTY**  
**Treasurer's Report - Purchase Journal**  
**For the Period From Jun 1, 2019 to Jun 30, 2019**

Filter Criteria Includes: 1) Includes Drop Shipments. Report order

Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
6/14/19	Koley Jessen	360949	Audit Letter	250.00		
6/14/19	Koley Jessen	360949	Koley Jessen		250.00	Paid In Full
6/14/19	Koley Jessen	362258	General	822.00		
6/14/19	Koley Jessen	362258	Koley Jessen		822.00	Paid In Full
6/14/19	Koley Jessen	362259	Elementary Learning Center Contract	1,740.50		
6/14/19	Koley Jessen	362259	Koley Jessen		1,740.50	Paid In Full
6/14/19	Koley Jessen	362260	Monthly Community Council Meetings	1,380.00		
6/14/19	Koley Jessen	362260	Koley Jessen		1,380.00	Paid In Full
6/14/19	Koley Jessen	362261	Public Records Requests	822.60		
6/14/19	Koley Jessen	362261	Koley Jessen		822.60	Paid In Full
6/14/19	Koley Jessen	362262	General	327.00		
6/14/19	Koley Jessen	362262	Koley Jessen		327.00	Paid In Full
6/14/19	Konica Minolta Business Solutions USA I	259137665	Parent U Copier	108.27		
6/14/19	Konica Minolta Business Solutions USA I	259137665	Konica Minolta Business Solutions USA I		108.27	Paid In Full
6/1/19	Konica Minolta Premier Finance	63883730	Lease payment	194.48		
6/1/19	Konica Minolta Premier Finance	63883730	Lease Payment	200.34		
6/1/19	Konica Minolta Premier Finance	63883730	Konica Minolta Premier Finance		394.82	Paid In Full
6/14/19	Jensen Rogert Associates, Inc.	2019007	106th Legislature - 1st Session	2,333.33		
6/14/19	Jensen Rogert Associates, Inc.	2019007	Jensen Rogert Associates, Inc.		2,333.33	Paid In Full
6/1/19	Lion's Gate Security Solutions	LC0519	Learning Center receptionist billings 3/1/19 - 03/30/19	88.00		
6/1/19	Lion's Gate Security Solutions	LC0519	Learning Center Events LS&W 3/1/19 - 03/30/19	832.00		
6/1/19	Lion's Gate Security Solutions	LC0519	Lion's Gate Security Solutions		920.00	Paid In Full
6/14/19	Lion's Gate Security Solutions	LCO419_Revised	LC receptionist billing - April	440.00		
6/14/19	Lion's Gate Security Solutions	LCO419_Revised	LC Parenting billing - April	224.00		
6/14/19	Lion's Gate Security Solutions	LCO419_Revised	LC events & Lsw billing - April	480.00		
6/14/19	Lion's Gate Security Solutions	LCO419_Revised	LSW billing - april	32.50		
6/14/19	Lion's Gate Security Solutions	LCO419_Revised	Lion's Gate Security Solutions		1,176.50	Paid In Full
6/1/19	Lund Company	June 2019	Rent office	33,311.03		
6/1/19	Lund Company	June 2019	Recovery Operating Expenses	14,829.00		
6/1/19	Lund Company	June 2019	Lund Company		48,140.03	Paid In Full
6/1/19	Madison National Life Ins.	1345193	July Premium	170.88		
6/1/19	Madison National Life Ins.	1345193	July Premium	99.05		
6/1/19	Madison National Life Ins.	1345193	July Premium	39.93		
6/1/19	Madison National Life Ins.	1345193	July Premium	126.29		
6/1/19	Madison National Life Ins.	1345193	Madison National Life Ins.		436.15	Paid In Full
6/1/19	Mutual of Omaha Credit Card	062019 STMT	June 2019 Statement	3,476.72		
6/1/19	Mutual of Omaha Credit Card	062019 STMT	Mutual of Omaha Credit Card		3,476.72	Paid In Full

**LEARNING COMM OF DOUGLAS SARPY COUNTY**  
**Treasurer's Report - Purchase Journal**  
**For the Period From Jun 1, 2019 to Jun 30, 2019**

Filter Criteria Includes: 1) Includes Drop Shipments. Report order

Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
6/1/19	Omaha Public Schools	Mar-May2019 19 to 21	1/2019 Payment for the FY 2018-2019 Early Childhood Partnership Program	61,060.31		
6/1/19	Omaha Public Schools	Mar-May2019 19 to 21	2/2019 Payment for the FY 2018-2019 Early Childhood Partnership Program	54,429.92		
6/1/19	Omaha Public Schools	Mar-May2019 19 to 21	3/2019, 4/2019 & 5/2019 Payment for the FY 2018-2019 Early Childhood Partnership Program	262,570.47		
6/1/19	Omaha Public Schools	Mar-May2019 19 to 21	Omaha Public Schools		378,060.70	Paid In Full
6/14/19	One Source The Background Check Company	2136-20190531	Background check	5.00		
6/14/19	One Source The Background Check Company	2136-20190531	One Source The Background Check Company		5.00	Paid In Full
6/1/19	One World Community Health Centers, Inc	June 2019	Monthly Learning Community South Center Program Operation Contract Payment	125,000.00		
6/1/19	One World Community Health Centers, Inc	June 2019	One World Community Health Centers, Inc		125,000.00	Paid In Full
6/1/19	Omaha World Herald	190049-190505	Leaderboard	337.50		
6/1/19	Omaha World Herald	190049-190505	Omaha World Herald		337.50	Paid In Full
6/1/19	Omaha World Herald	190049-190602	Tall Mini Mag Momaha	360.00		
6/1/19	Omaha World Herald	190049-190602	Tall Mini Mag - billing only	694.00		
6/1/19	Omaha World Herald	190049-190602	Sponsored Content Momaha	446.00		
6/1/19	Omaha World Herald	190049-190602	Sponsored content	2,500.00		
6/1/19	Omaha World Herald	190049-190602	Leaderboard	400.00		
6/1/19	Omaha World Herald	190049-190602	Leaderboard	400.00		
6/1/19	Omaha World Herald	190049-190602	Omaha World Herald		4,800.00	Paid In Full
6/1/19	Scantron Corporation	8008988	Virtual Servier hosting June 2019	250.00		
6/1/19	Scantron Corporation	8008988	Scantron Corporation		250.00	Paid In Full
6/14/19	Scantron Corporation	80009150	Virtual Server Hosting	325.00		
6/14/19	Scantron Corporation	80009150	Scantron Corporation		325.00	Paid In Full
6/1/19	Pay-LESS Office Products, Inc.	3069543	Various office supplies	61.84		
6/1/19	Pay-LESS Office Products, Inc.	3069543	Pay-LESS Office Products, Inc.		61.84	Paid In Full
6/1/19	Pay-LESS Office Products, Inc.	3069891	Various office supplies	93.53		
6/1/19	Pay-LESS Office Products, Inc.	3069891	Pay-LESS Office Products, Inc.		93.53	Paid In Full
6/1/19	Pay-LESS Office Products, Inc.	3069950	Misc. office supplies	58.33		
6/1/19	Pay-LESS Office Products, Inc.	3069950	Pay-LESS Office Products, Inc.		58.33	Paid In Full
6/1/19	Pay-LESS Office Products, Inc.	3071448-0	Admin supplies	41.69		
6/1/19	Pay-LESS Office Products, Inc.	3071448-0	Parent U supplies	252.26		
6/1/19	Pay-LESS Office Products, Inc.	3071448-0	ELC North supplies	5.49		
6/1/19	Pay-LESS Office Products, Inc.	3071448-0	Pay-LESS Office Products, Inc.		299.44	Paid In Full
6/1/19	Pay-LESS Office Products, Inc.	3073516-0	Admin Office Supplies	98.17		
6/1/19	Pay-LESS Office Products, Inc.	3073516-0	Parent U Supplies	17.67		
6/1/19	Pay-LESS Office Products, Inc.	3073516-0	ELC No supplies	6.19		
6/1/19	Pay-LESS Office Products, Inc.	3073516-0	Pay-LESS Office Products, Inc.		122.03	Paid In Full

**LEARNING COMM OF DOUGLAS SARPY COUNTY**  
**Treasurer's Report - Purchase Journal**  
**For the Period From Jun 1, 2019 to Jun 30, 2019**

Filter Criteria includes: 1) includes Drop Shipments. Report order

Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
6/1/19	Pay-LESS Office Products, Inc.	3077028-0	Various Supplies	68.34		
6/1/19	Pay-LESS Office Products, Inc.	3077028-0	Pay-LESS Office Products, Inc.		68.34	Paid In Full
6/14/19	Pay-LESS Office Products, Inc.	3076021-0	Various supplies, Parent U	321.19		
6/14/19	Pay-LESS Office Products, Inc.	3076021-0	Pay-LESS Office Products, Inc.		321.19	Paid In Full
6/1/19	Philadelphia Insurance Companies	2000656320	Non profit package and umbrella	2,256.66		
6/1/19	Philadelphia Insurance Companies	2000656320	Philadelphia Insurance Companies		2,256.66	Paid In Full
6/14/19	Jay Ringle	5/30/2019	Parent University database support	700.00		
6/14/19	Jay Ringle	5/30/2019	Jay Ringle		700.00	Paid In Full
6/14/19	Surreal Media Lab, LLC	555	Facebook Mgmt & Social media	2,650.00		
6/14/19	Surreal Media Lab, LLC	555	Surreal Media Lab, LLC		2,650.00	Paid In Full
6/1/19	TAPS	8640	4/22 - 5/2 -Parenting	547.20		
6/1/19	TAPS	8640	4/22 - 5/2 LSW	258.40		
6/1/19	TAPS	8640	TAPS		805.60	Paid In Full
6/1/19	TAPS	8656	5/4 - 5/8 - Parenting	425.60		
6/1/19	TAPS	8656	5/4 - 5/8 LSW	243.20		
6/1/19	TAPS	8656	TAPS		668.80	Paid In Full
6/1/19	TAPS	8675	Parenting 5/8 - 5/15	425.60		
6/1/19	TAPS	8675	LSW - 5/8 - 5/15	182.40		
6/1/19	TAPS	8675	TAPS		608.00	Paid In Full
6/1/19	TAPS	8725	LSW 5/29 - 6/4	756.20		
6/1/19	TAPS	8725	Parent 5/29 - 6/4	121.60		
6/1/19	TAPS	8725	TAPS		877.80	Paid In Full
6/1/19	TAPS	8726	Temp Help 5/28/2019	110.20		
6/1/19	TAPS	8726	TAPS		110.20	Paid In Full
6/14/19	TAPS	8691	May 14 - May 23 Parenting	121.60		
6/14/19	TAPS	8691	May 14 - May 23 - LSW	494.00		
6/14/19	TAPS	8691	TAPS		615.60	Paid In Full
6/14/19	TAPS	8709	5/18 - 5/29 Parenting	372.40		
6/14/19	TAPS	8709	5/18 - 5/29 LSW	304.00		
6/14/19	TAPS	8709	TAPS		676.40	Paid In Full
6/14/19	TAPS	8710	5/30/2019 - ECP	258.40		
6/14/19	TAPS	8710	TAPS		258.40	Paid In Full
6/14/19	Technology Solutions & Accounting Softw	1906100P	Sage 50 Accounting	424.80		
6/14/19	Technology Solutions & Accounting Softw	1906100P	Technology Solutions & Accounting Softw		424.80	Paid In Full
6/1/19	UNMC	06/2019 ELC Eval	Monthly ELC Program Evaluation contract	34,083.83		
6/1/19	UNMC	06/2019 ELC Eval	UNMC		34,083.83	Paid In Full
6/1/19	zTrip NE	18608	April Transportation	139.05		
6/1/19	zTrip NE	18608	April Transporatoin	1,136.76		

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<b>Date</b>	<b>Name</b>	<b>Invoice/CM #</b>	<b>Line Description</b>	<b>Debit Amount</b>	<b>Credit Amount</b>	<b>Payment Status</b>
6/1/19	zTrip NE	18608	April Transportation	14.08		
6/1/19	zTrip NE	18608	April Transportatoin	24.17		
6/1/19	zTrip NE	18608	Flor Escamilla n/c 4/10/2019		7.50	
6/1/19	zTrip NE	18608	Drew Ann Wilson N/C 4/24/2019		7.50	
6/1/19	zTrip NE	18608	zTrip NE			
					<b>1,299.06</b>	<b>Paid In Full</b>

**LEARNING COMM OF DOUGLAS & SARPY COUNTY**  
**Current Account Reconciliation**  
**For Account 01092.000.06.00 - CREDIT CARD PAYABLE**  
**Statement Date Jun 30, 2019**

Filter Criteria includes: All Transactions for Account 01092.000.06.00 - CREDIT CARD PAYABLE

Status	Reference	Deposit/Bank Credit	Check/Bank Debit	Date	Payee/Description
Cleared	CCJune2019116		232.95	Jun 1, 2019	Amazon.com
Cleared	CCJune2019117		21.99	Jun 1, 2019	Amazon.com
Cleared	CCJune2019118		50.29	Jun 1, 2019	HyVee
Cleared	CCJUNE201910		51.87	Jun 14, 2019	Amazon.com
Cleared	CCJUNE201910		138.55	Jun 14, 2019	Flag Store USA
Cleared	CCJUNE201910		480.00	Jun 14, 2019	Shields, Phillice Catering
Cleared	CCJUNE201910		100.00	Jun 14, 2019	Stamps.com
Cleared	CCJUNE201910		20.54	Jun 14, 2019	Marks Bistro
Cleared	CCJUNE201910		251.49	Jun 14, 2019	Sprint Corporation
Cleared	CCJUNE201910		50.00	Jun 14, 2019	Stamps.com
Cleared	CCJUNE201910		21.99	Jun 14, 2019	Amazon.com
Cleared	CCJUNE201910		15.99	Jun 14, 2019	Amazon.com
Cleared	CCJUNE201910		59.37	Jun 14, 2019	Stamps.com
Cleared	CCJUNE201911		382.40	Jun 14, 2019	WheatField's Eatery and Bakery
Cleared	CCJUNE201911		43.30	Jun 14, 2019	Aztec Software
Cleared	CCJUNE201911		1,000.00	Jun 14, 2019	Women's Center for Advancement
Cleared	CCJUNE201911		390.00	Jun 14, 2019	Shields, Phillice Catering
Cleared	CCJUNE201911		150.00	Jun 14, 2019	GED Testing Service
Cleared	CCJUNE201911		15.99	Jun 14, 2019	Stamps.com
		<b>Sub Total</b>			
		Interest Income			3,476.72
		Service Charge			0.00

## MEMORANDUM

**To:** Members of the Learning Community Coordinating Council

**From:** Renee Franklin, Executive Director – Elementary Learning Centers  
Jamalia Parker, Director of Family Engagement Services

**Date:** August 2019

**RE:** Parent University Family Liaison Services

Requested Action: Renew Contract  
Type of Contract: Cost Reimbursable  
Existing Terms: September 2018-August 2019; \$203,882  
Proposed Terms: September 2019-August 2020: \$227,362  
Partner: Lutheran Family Services

### Overview

All of the parents in Parent University are committed to the program; however, the vast majority need additional and direct support to be successful in engaging in their child's education. Parent University relies on the capacity of Lutheran Family Services to hire and train qualified liaisons while also providing access to additional community resources.

### Supporting Detail

Using a continuous improvement model, we found some duplication in terms of staffing, intake processes, assessments and database management. We believe changing the structure of the partnership will create a more streamlined approach in adhering to the integrity of the program and will also be more family centered. As outlined in the proposed agreement, the Learning Community will provide the day to day supervision of the program including the coordination of assessments, monitoring of service plans, maintenance of the database and management to ensure the fidelity of the program. Lutheran Family Services will provide the hiring of liaisons, co-supervision of the Liaison Coordinator, management the budget, staff training and access to outside community resources.

### Results

Families who participate in Parent University have demonstrated significant improvements in their parenting strategies and relationships with children. Below is a link for a complete description of the evaluation results. [https://learningcommunityds.org/wp-content/uploads/2019/01/LearningCommunityDS-2017\\_2018-Annual-Report.pdf](https://learningcommunityds.org/wp-content/uploads/2019/01/LearningCommunityDS-2017_2018-Annual-Report.pdf)

### Budget

The recommended contract amount for one year is \$227,362 which represents an increase of 11%. The increase assumes additional time and support from the Liaison Coordinator who will work closely with the Director of Family Engagement Services. These dollars are budgeted in Subcouncil 2's programming.

It is important to note the overall financial commitment to Lutheran Family Services will be 24% less than the prior year as we will not be recommending the renewal in South Omaha. Instead, OneWorld will directly provide this service to the families at no additional cost to the Learning Community.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LUTHERAN FAMILY SERVICES OF NEBRASKA, INC.

**SERVICE PROVIDER AGREEMENT**

THIS SERVICE PROVIDER AGREEMENT (“Agreement”) is entered into as of September 1, 2019 (“Effective Date”) by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Learning Community”), and Lutheran Family Services of Nebraska, Inc., a Nebraska nonprofit corporation (“Provider”).

RECITALS

WHEREAS, Learning Community has established Elementary Learning Centers (“ELCs”) as resource centers for enhancing the academic success of elementary students residing in the Learning Community who may confront a number of Issues which impact their academic success, including poverty, limited English skills, mobility, and health issues; and

WHEREAS, Learning Community has, since September 1, 2011, engaged Provider to provide family support liaisons, as part of its ELC programming, including Parent University (the “Program”), who serve and function in a variety of roles involving, at times, the elementary student, his or her family, the school and various resources available in the community at large;

WHEREAS, Learning Community wants to continue to engage Provider, and Provider is willing to continue to be so engaged by Learning Community, to conduct said family support liaison services and provide other resources and/or services for the benefit of elementary students residing in the Learning Community; and

WHEREAS, as of the Effective Date, Learning Community and Provider intend for this Agreement to supersede and replace all prior agreements or understandings between the parties regarding the subject matter addressed herein.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants set forth herein, the parties hereto agree as follows:

1. Recitals. The recitals and preparatory phrases set forth above are incorporated in full into this Agreement.

2. Scope of Services.

a. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby engages Provider, and Provider agrees to be engaged by Learning Community, to undertake and conduct the services more specifically set forth in the Learning Community Family Liaison Service Program Description submitted to Learning Community, a copy of which is marked as Exhibit “A,” attached hereto, and by this reference specifically incorporated herein (the “Services”).

b. Provider shall provide the Services, in part, by providing staffing to serve as Family Engagement Coordinator (“Family Engagement Coordinator”), Family Support Liaisons (“Liaisons”) and lead Liaisons (“Leads”) at those elementary schools and Learning Community centers as identified by Learning Community (the “Project”), which



sites may be modified from time to time during the Term upon the mutual agreement of Learning Community, acting through its Executive Director, Elementary Learning Centers (“ELC ED”), Provider, and the applicable school district, if any. The Job Descriptions of the Family Engagement Coordinator and Liaisons are attached hereto as Attachments A and B and are incorporated herein by this reference.

3. Performance Period. The term of this Agreement shall commence on the Effective Date and shall continue for a twelve (12) month period until August 31, 2020, unless earlier terminated as provided in this Agreement (“Term”). Notwithstanding the foregoing, neither party to this Agreement shall hold another responsible for damages or delays in performance caused by acts of nature, strikes, lockouts, accidents, or other events beyond the reasonable control of said party.

4. Payment & Billing. Subject to the terms and conditions set forth in this Agreement, during the Term, Provider shall be paid an amount not to exceed \$227,362.00 (“Term Amount”), by Learning Community for all Services performed by Provider hereunder in accordance with the budget submitted to Learning Community, a copy of which is marked as Exhibit “B,” (“Budget”) attached hereto, and by this reference specifically incorporated herein. Payment shall be made to Provider as follows:

a. During the Term, Provider shall submit to Learning Community on or before the fifth (5th) day of each month, commencing on October 5, 2019, an itemized invoice for Services provided during the immediately preceding month, which invoice shall set forth an itemized listing of expenses actually incurred by Provider and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. Payment of approved invoices (or portion(s) thereof) shall be made by Learning Community on or before the twentieth (20th) day of the month following the month in which the applicable Services were provided.

b. Upon expiration or earlier termination of this Agreement, as applicable, Learning Community shall, after review and approval of the invoice for the final month of the Term, pay to Provider the remaining amount due and owing to Provider, if any, pursuant to this Agreement; provided, however, that such payment amount shall be approved only to the extent the same will not result in the total amount of payments, including the payment to be made pursuant to this Section, to Provider exceeding the Term Amount. Said payment shall be made by Learning Community within 45 days after receipt of the invoice for the last month of the Term. If, upon expiration or earlier termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month of the Term, Learning Community has, after application of all payments made pursuant to Section 4.a, made payments to Provider which exceed the total amount due and owing to Provider, Provider shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement.

c. The amount(s) to be paid by Learning Community as provided under Sections 4(a) and (b) shall constitute the entire consideration to be paid by Learning Community to Provider for the Services. Learning Community shall not be liable for any further costs, including, but not limited to, overhead, social security, pension, employment compensation, taxes, or any other expenses, incurred by Provider in the performance of the Services.

d. Provider acknowledges and agrees that Provider shall be solely responsible for the total amount of expenses actually incurred, if any, that exceed the Term Amount.

e. Learning Community funds may not be used by Provider to: (i) lobby or otherwise attempt to influence legislation; (ii) influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) distribute funds to any entity or individual, other than as permitted by this Agreement.

f. No Learning Community funds shall be paid by Provider to any Coordinating Council member or Learning Community employee, or any immediate family member thereof, for any purpose. For purposes of this Section 4.f, "immediate family member" is defined as a spouse, parent, sibling, child or stepchild of a Coordinating Council member or Learning Community employee.

g. Learning Community reserves the right to withhold or suspend any payment(s) to be made by Learning Community pursuant to this Agreement, or to require a total or partial refund of Learning Community funds, if, as determined by Learning Community in its sole discretion, such action is necessary: (i) because Provider has not complied with the terms and conditions of this Agreement and such noncompliance has not been cured within fifteen (15) days after written notice from Learning Community to Provider of such noncompliance; (ii) to protect the purpose and objectives of the Program, the Services or any other activities of Learning Community; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, Provider or the Services.

h. Provider expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the Effective Date which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) (as amended) may result in the termination of this Agreement by Learning Community upon ninety (90) days prior written notice in accordance with Section 8 hereof.

5. Warranties & Representations.

a. Provider hereby warrants and represents to Learning Community that:

i. The Services and use of Learning Community funds will comply with the terms of this Agreement, as well as all applicable laws, rules and regulations applicable to Provider and the Services.

ii. There is no fact known to Provider, its directors, officers, employees, representatives or agents which would materially affect the decision of Learning Community to enter into this Agreement which has not been disclosed to Learning Community.

iii. Provider shall at all times during the Term maintain the following types, forms and amounts of Insurance:

(1) Commercial General Liability Insurance providing coverage to Provider and naming Learning Community as Additional Insured on a primary and non-contributory basis, including completed operations, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 product and completed operations aggregate, and \$1,000,000 personal and advertising injury. Provider shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community;

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

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

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

(5) Workers' Compensation Insurance covering Provider and its employees for all costs, statutory benefits and liabilities under the Nebraska Workers' Compensation Act and similar laws for employees of Provider, and Employer's Liability Insurance with limits of not less than \$100,000 per accident, \$100,000 per person per disease, and \$500,000 per disease. Provider shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of Learning Community; and

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

Before commencing providing the Services, Provider shall provide a standard ACORD Certificate of Insurance evidencing such types, forms and amounts of insurance stated above are in effect. It is the Provider's sole responsibility to provide Learning Community notice of the cancelation or non-renewal of any required insurance. Failure of Provider to maintain all such insurance or to provide Learning Community notice of any cancellation or non-renewal thereof shall not relieve Provider of its obligations under this Agreement.

Failure of Learning Community to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of Learning Community to identify a deficiency from evidence provided by Provider shall not be construed as a waiver of Provider's obligation to maintain such insurance.

By requiring insurance under this Agreement, Learning Community does not

represent that the coverage and limits required are necessarily adequate to protect the Provider's interest in performing the Services. Such coverage and limits shall not be deemed or construed to be any limitation on the Provider's liabilities under any indemnification obligations provided to Learning Community under this Agreement.

iv. Provider will not use Learning Community funds to provide, facilitate or discuss religious instruction, doctrine, worship or belief, nor will the Services include or discuss such concepts. Provider agrees that it will not utilize facilities used exclusively for religious services for performing the Services.

v. Provider is responsible for performing the Services in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Services. Provider acknowledges that failure to comply with the requirements of this Agreement could result in suspension of the Services or termination of this Agreement and could result in Provider being required to return Learning Community funds to Learning Community.

b. Learning Community hereby warrants and represents to Provider that:

i. Learning Community will have sufficient funds to compensate Provider for the Services to be provided by Provider hereunder. In the event that Learning Community becomes aware of any deficiency in its Elementary Learning Center Fund Budget equal to or exceeding ten (10) percent, or determines that it may not have funds sufficient to compensate Provider for Services to be rendered during the Term, Learning Community will notify Provider thereof within five (5) days of such deficiency or determination.

ii. Learning Community shall at all times during the Term maintain Commercial General Liability insurance providing coverage to Learning Community and naming Provider as an Additional Insured on a primary and non-contributory basis, including completed operations, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 product and completed operations aggregate, and \$1,000,000 personal and advertising injury.

iii. Learning Community is not currently a party to any agreement, nor subject to any law, regulation, or other enactment, that would prohibit Learning Community from entering into this Agreement with Provider.

iv. Learning Community will reasonably cooperate with Provider and any school district which owns and operates elementary schools buildings included in the Project in order to facilitate Provider being provided with data and such other information as is necessary to meet Provider's obligations under Section 6 of this Agreement.

v. There is no fact known to Learning Community, its Coordinating Council members, officers, employees, representatives or agents which would materially affect the decision of Provider to enter into this Agreement which has not been disclosed to Provider.

6. Reporting / Data.

a. Provider shall collect and report to Learning Community specified demographic and evaluation data for the Services, the Program and each Program participant as more specifically set forth in this Section. All reports made by Provider pursuant to this Agreement shall comply with applicable federal and state law, including, but not limited to, the Federal Educational Rights Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA").

i. Provider shall cause Leads to prepare and submit to Learning Community monthly reports on Liaison activity by school building, setting forth the following data: number of Program participants; number of assessments conducted; number of individualized service plans built; number of team meetings, which shall include family members; number of participants discharged from the Program; and, if such data is reported by the member school districts to Provider or is capable of observation by Liaisons, the school attendance record of Program participants during the immediately preceding quarter. Said monthly reports shall be submitted to the ELC ED within fifteen (15) days after the last day of the month for which such report is required. Learning Community may also require Provider to submit interim reports which shall provide a narrative description of objectives and accomplishments of the Services to date. Required interim reports shall be submitted to the ELC ED within fifteen (15) days after the close of the period for which such interim report is required.

ii. Provider shall complete and submit paperwork, surveys, reports and/or other documents to the Munroe-Meyer Institute for Genetics and Rehabilitation, University of Nebraska Medical Center, the third-party evaluator of the Program retained by Learning Community, or a qualified successor evaluator retained by Learning Community, as directed by Learning Community, with regard to certain information required for evaluation of the Program, including, without limitation, the name, school building, grade, ethnicity, gender, and English language learner status of each Program participant during the Term.

iii. All reports and inquiries regarding the Services by either Provider or a member school district shall be submitted or directed to the ELC ED.

b. Learning Community shall, either prior to or concurrent with its execution of this Agreement, enter into a student data access agreement with any and all school districts which own and operate elementary schools buildings included in the Project, which agreement shall provide a means by which the Liaisons can obtain, or be provided with, student-specific information from each such school district which will assist the liaisons in carrying out the Services.

7. Obligations of Provider.

a. In addition to its rights and obligations hereunder, the ELC ED, as well as other designated representatives of Learning Community or applicable school district, will be permitted to conduct prearranged site visit(s) during the Term in order to evaluate the provision of the Services. For purposes of this Section 7.a, such site visits shall be scheduled by the ELC ED, or other designated representatives of Learning Community or applicable school district, not less than 12 hours in advance.

b. Absent express approval from Learning Community, funds provided by Learning Community pursuant to this Agreement shall be accounted for separately in the financial books and records of Provider. Provider shall be responsible for establishing and maintaining adequate financial records for the Services, which records shall include a systematic accounting of the receipt and disbursement of Learning Community funds. Provider shall retain original substantiating documents related to specific expenditures of Learning Community funds and shall make these records available for review by Learning Community, or its designated representatives, upon request. Provider shall keep all financial records with respect to the Services for at least four (4) years following the year during which the Term ended. Learning Community, or a designated representative thereof, reserves the right, upon prior written notice, to audit Provider's books and records relating to the expenditure of any funds provided by Learning Community related to the Services.

c. Each party hereto shall allow the other party to review and approve the text of any proposed publicity or external communication concerning the Services prior to its release, which approval shall not be unreasonably withheld. Each party hereto may include information regarding the Services, the logo or trademark of the other party, and any general information about the other party and its activities in any external communication of said party.

d. Subject to applicable law, Provider shall disseminate to Learning Community, other governmental entities designated by Learning Community, if any, and the general public, if so requested by Learning Community, pertinent information relating to the results, findings, or methods developed during the implementation and conduct of the Services.

e. During the Term, Provider shall provide Learning Community with a non-exclusive, royalty-free license to reproduce, publish and use any documents, marketing materials, or other publications created by Provider in connection with the Services provided under this Agreement ("Literature") provided that such Literature may not be disclosed to any third parties. The parties acknowledge and agree that the license granted hereunder shall terminate concurrent with any termination or expiration of this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that during the Term, Provider and/or Learning Community, jointly and/or individually, may develop certain advancements, program materials, knowhow, procedures and modifications to the programs and Services provided hereunder ("Developments"). Provider shall provide Learning Community a non-exclusive, irrevocable and royalty-free license to use Developments during and after the Term.

f. Provider shall maintain, in full force and effect, all required governmental and professional licenses and credentials for itself, its facilities, employees, volunteers and all other persons engaged by Provider in conjunction with the Services.

g. If Provider must, for any reason, hire an individual as a Family Engagement Coordinator, Liaison or Lead during the Term (each, the "New Personnel"), Provider shall permit the ELC ED (or his or her designee) to participate in the interview process for the New Personnel. The identification, solicitation, interview and hiring of the New Personnel shall be the sole responsibility of Provider and shall be conducted in its sole discretion; provided, however, that Provider, prior to extending an offer of employment to the New Personnel, shall provide the ELC ED with not less than seven (7) days' notice of the

proposed New Personnel, during which time the ELC ED may, at his or her sole discretion and on behalf of Learning Community, decline to consent to the individual serving as a Family Engagement Coordinator, Liaison or Lead, as applicable. If the ELC ED declines to consent to the proposed New Personnel, Provider shall identify another individual to serve in said capacity and provide the ELC ED with not less than seven (7) days' notice thereof, during which time the ELC ED may again, at its sole discretion, decline to consent to said individual serving as a Family Engagement Coordinator, Liaison or Lead, as applicable. If the ELC ED does not decline to consent to the proposed New Personnel within the seven (7) day period, he or she shall have waived the right of Learning Community to do so and Provider may hire the proposed New Personnel.

h. Provider shall conduct a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check on all officers, employees and volunteers of Provider involved with the Services who will, or may, directly interact with children. Provider shall update the results of said background checks at least annually during the Term; provided, however, that, Provider shall conduct additional updates of said background checks for those officers, employees and volunteers who are present in a school building of a member school district of Learning Community as said member school district shall require. Any officer, employee or volunteer of Provider who does not pass all background checks required by this Section 7.i. shall be immediately prohibited by Provider from involvement with the Services. If Provider utilizes any contracted provider of services, Provider shall require, via contract with such contracted provider, that such third party conducts all background checks described hereinabove on all officers, employees and volunteers of said contracted provider involved with the Services who will, or may, directly or indirectly, interact with children. Neither Provider nor, if applicable, any contracted provider, shall knowingly permit the involvement with the Services of any officer, employee or volunteer of said entity who does not pass all background checks. Provider shall notify the ELC ED within twenty-four (24) hours of determining that an officer, employee or volunteer involved with the Services, or being informed that an officer, employee or volunteer of a contracted provider, has not passed a check required by this Section 7.i.

i. Provider shall develop and implement policies and procedures to prevent individuals who are not officers, employees or volunteers directly involved with the Services from having access to children who are participants in the Services. Provider shall provide Learning Community with a copy of such policies and procedures annually and whenever such policies and procedures are amended, revised, modified or rescinded. Provider shall notify Learning Community within twenty-four (24) hours of determining that a violation of this Section 7.j. has occurred.

j. Provider shall provide written notice to Learning Community within five (5) days of the occurrence during the Term of significant changes or events which could potentially impact the Program or the performance of Services pursuant to this Agreement, including, but not limited to, the following:

i. changes in the management personnel of Provider, which is defined for purposes of this subsection as the Executive Team, Director of Children Services, and Program Director;

ii. a loss of funding equal to or exceeding ten percent (10%) of the current annual operating budget of Provider; or

iii. the bankruptcy, dissolution or receivership of Provider.

8. Termination. This Agreement may be terminated prior to the expiration of the Term by mutual agreement of the parties or unilaterally by either party, with or without cause, by giving ninety (90) days advance written notice to the other party of its election to terminate. In addition to the foregoing, this Agreement may be terminated by Learning Community or Provider if it reasonably determines that the other party is in breach or violation of this Agreement and, after delivery of written notice to the other party setting forth said violation or breach, the other party does not cure said violation or breach within thirty (30) days after said notice is provided, which termination shall be effective upon written notice of termination to the party in breach or violation.

9. Independent Contractor. Nothing contained in this Agreement, including, but not limited to, the period of consent provided for in Section 7.h above, shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, it being understood and agreed that no provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of independent contractors. No party to this Agreement shall have authority to bind another party to this Agreement.

10. Indemnification. Provider covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents and employees, and their successors and assigns, individually and collectively, (collectively, the "Learning Community Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of Provider, its employees or agents in conducting the Services as specified in this Agreement and Provider further agrees to pay all expenses in defending against any claims made against the Learning Community Indemnified Parties; provided, however, that Provider shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Learning Community Indemnified Parties.

To the extent permitted by law, Learning Community covenants and agrees to indemnify and hold harmless Provider, its members, directors, officers, consultants, agents and employees, and their successors and assigns, individually or collectively, (collectively, the "Provider Indemnified Parties") from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, in any way arising out of or based upon the negligent or willful acts or omissions of Learning Community, its employees or agents with regard to the Services and Learning Community further agrees to pay all expenses in defending against any claims made against the Provider Indemnified Parties; provided, however, that Learning Community shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Provider Indemnified Parties.

11. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by hand or when deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Learning Community: David J. Patton, Chief Executive Officer  
Learning Community of Douglas and Sarpy Counties  
1612 N. 24<sup>th</sup> Street



Omaha, Nebraska 68110

If to Provider:

Stacy Martin, President & Chief Executive Officer  
Lutheran Family Services of Nebraska, Inc.  
124 South 24<sup>th</sup> Street, Suite 230  
Omaha, Nebraska 68102

or to such other address as any party hereto may from time to time give notice of to the other parties in the above manner.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

13. Compliance with Laws. The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Services, including, but not limited to, the Federal Educational Rights Privacy Act (FERPA), the Health Insurance Portability and Accountability Act, Public Law No. 104-191 (HIPM), and Neb. Rev. Stat. § 84-712 to 84-712.09.

14. Non-Discrimination. The parties hereto shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, religion, sex, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status.

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

16. Assignment. This Agreement may not be assigned or transferred by Provider without the prior written consent of the Learning Community, which consent may be granted by the Learning Community in its sole discretion.

17. Ownership of Materials. All original documents, illustrations, charts, graphs, maps, reproducible drawings, reports and other materials developed by Learning Community as a result of the performance of its Services under this Agreement shall remain the exclusive property of the Learning Community and no contents of any such materials or documents shall be released except upon the express prior written consent of the Learning Community, which consent may be granted by the Learning Community in its sole discretion.

18. Ownership of Equipment. In the event that funds are allocated to Provider to purchase equipment, as identified and set forth in the Budget, Learning Community authorizes Provider to order the equipment specifically identified and set forth in the Budget on behalf of the Learning Community. Provider expressly acknowledges and agrees that, notwithstanding the inclusion of said equipment in the approved Budget, Learning Community shall be deemed to have ownership of all equipment purchased with Learning Community funds and Provider affirmatively acknowledges and agrees that it shall have no right, title or interest in or to any and all equipment purchased with Learning Community funds and specifically disclaims any and all such interests. Upon expiration or termination of the Agreement, such equipment shall revert to Learning Community and Provider hereby agrees and acknowledges that it shall deliver possession thereof to Learning Community and shall execute any and all documents necessary to convey title to said equipment to Learning Community.

19. Severability. Should any part hereof or any sections of this Agreement be rendered or declared illegal, invalid or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby.

20. Waiver. The waiver by any party of a breach or violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation.

21. Entire Agreement. Except as otherwise provided in this Agreement together with the recitals, as well as any exhibits, attachments, or schedules to an exhibit hereof, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes and revokes any and all prior or existing agreements, written or oral, relating to the subject matter hereof, and this Agreement shall be solely determinative of the subject matter hereof.

22. Amendment. This Agreement may only be amended or modified by written agreement of all parties hereto. The parties hereto agree that changes, amendments or addendums to the Services or this Agreement that are non-budget impacting may be approved on behalf of Learning Community by the ELC ED.

*Signature Page Follows*

IN WITNESS WHEREOF, the parties hereto execute this Agreement effective as of the Effective Date.

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

By: \_\_\_\_\_  
David J. Patton, Chief Executive Officer

Date: \_\_\_\_\_

LUTHERAN FAMILY SERVICES OF NEBRASKA,  
INC., a Nebraska nonprofit corporation

By: \_\_\_\_\_  
Stacy Martin, President & Chief Executive Officer

Date: \_\_\_\_\_

Exhibit A

DRAFT  
08/01/19

# PARENT UNIVERSITY

**learning  
community**  
 **DOUGLAS  
SARPY**

## **APPROACH**

Below are the proposed general responsibilities for each partner for the Term.

### **Learning Community/Parent University**

- Design of and decisions relating to the Program
- Day to day supervision of all personnel
- Coordinate intake process
- Monitor family service plans
- Database management for evaluation
- Manage program fidelity and best practices

### **Lutheran Family Services**

- Hiring liaisons
- Co-supervision of family liaisons
- Budget management for family liaison line item
- Training and Professional Development
- Access to existing LFS resources
- Access to outside community resources

ATTACHMENT A  
PARENT UNIVERSITY FAMILY LIAISON

**Job Description**

**Job Title:** Parent University Family Liaison

**Exemption Status:** Non-Exempt

**Reports To:** Family Engagement Coordinator

**Created:** June 2019

***General Description***

The Family Liaison is a member of the Learning Community Center of North Omaha - Parent University team. This position will be responsible for recruiting, engaging, and providing family support to families in North Omaha through Parent University. Parent University partners with parents to enhance children's learning in the home and gain stronger school/partnerships.

***Essential Job Duties***

1. Provide family support, connection to internal and external resources and case management to families connected to the Learning Community Center of North Omaha.
2. After referral has been made and eligibility verified, liaison completes initial intakes, conducts assessments and engages assigned families in goal setting.
3. Tracks families through Parent University database, adding relevant notes, files, assessments, attendance, etc. in a timely manner, according to the program operational manual.
4. Promotes Parent University at school and community recruitment events and motivates assigned participants to fully participate fully in the program i.e. access center courses and parent resource room.
5. Visits participant families in their homes and assists families in creating educational and personal goals. Helps families overcome any barriers to supporting their children's success in school and life.
6. Teach and assists families to implement strategies and skills taught during home visits or through center courses that will work in their own homes.
7. Develop, coordinate, and facilitate individual and group educational learning opportunities for parents and their young children. When not facilitating, will serve as a course lead according to the operational manual to support other facilitators and families in assigned learning opportunities.
8. Refer families to community resources and services based on their needs and desires in which Parent University or Lutheran Family Services cannot offer.
9. Represent Parent University to individuals in the community; functions as the liaison between the Program and the community-at-large. Coordinate and present program information at community events, neighborhood meetings, schools, etc. to create awareness of Parent University and its services.
10. Ability to transport families as needed and in accordance to assigned families' service plans.

11. Actively participate in all staff meetings including school and center team meetings
12. Assist with covering cases when short or long-term vacancies occur.
13. Provide language access as necessary.
14. Other duties as assigned.

***Self-Management and Leadership***

1. Proactive, effective communications skills, verbal and written.
2. Positive attitude, enthusiasm, cooperation, willingness to work with and for others.
3. Professional and helpful in dealing with staff, families and the public. Goes above and beyond to assist in developing a solution. Is seen as an ambassador to the Program.
4. Proactively and continuously solicits relationships with potential parents.
5. Actively involved in industry related education and/or professional organizations.
6. Demonstrates ability to be flexible and adaptable to changing work conditions and/or program requirements.
7. Consistently follows through with operations manual procedures, commitments, provides service/information thoroughly and on time. Is timely in meeting deadlines and accomplishing all job functions.
8. Exhibits compliance with attendance policy.
9. Maintains professional appearance.
10. Takes initiative on all projects and activities.
11. Generates innovative ideas and alternatives to work assignments.
12. Demonstrates high level of integrity.
13. Provides positive example by adhering to organization policies.
14. Demonstrates interest and desire to do best possible job.

***Minimum Requirements***

- Bachelor Degree or equivalent experience. Degrees in Education or Social Work preferred.
- Experience/Background within schools and educational techniques that enhance learning with children preferred.
- Excellent written, verbal, presentation and interpersonal skills
- Experience and confidence teaching or giving classroom presentations.
- Ability to attend workshops, meetings and/or in-services.
- Ability to work independently, organizing time, details but committed to the team function.
- Proficient in word processing and excel spreadsheets for data entry.



- Reliable transportation, current vehicle registration, valid driver's license and insurance with good driving record.
- Flexible schedule with required evenings and some weekends.
- Established relationships within community, understanding of population and ability to build rapport with diverse populations and backgrounds

***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 Director of Family Engagement Services.*

ATTACHMENT B  
FAMILY ENGAGEMENT COORDINATOR  
**Job Description**

**Job Title:** Family Engagement Coordinator

**Exemption Status:** Exempt

**Reports To:** LFS Assistant Vice President – Children Services and Learning Community Director of Family Engagement Services

**Created:** July 2016

Revised: July 2019

***General Description***

The Family Engagement Coordinator will be work directly with Lutheran Family Services and Learning Community Leadership to integrate liaison services in to Parent University programming.

1. Improve the effectiveness of existing family support teams by ensuring teams know their roles and responsibilities.
2. Develop a process to determine liaison caseload and ensure timely access to family support services.
3. Manage operational activities to include quality assurance, compliance standards, database, client files, internal and external documentation, and supervision of the family liaisons.
4. As needed, work with Center leadership to develop activities that will bring small groups of parents together to support better engagement between parents and their children. i.e., information about child development, parenting strategies, and school engagement.

**Essential Job Duties**

***Leadership & Supervision***

- Provides supervision and coordination of the operations of the family liaison support service, including working collaboratively with current and future community organizations.
- Assist Director with Parent University course coordination.
- Serve as an ambassador for Parent University.
- Provides reflective supervision of the family liaisons to include scheduling, managing internal case review records, providing ongoing professional development and maintaining the service database.
- Analyze and manage daily/weekly/monthly individual program productivity.
- Ensure employees timesheets and weekly schedule reports have an accurate correlation.
- Develop a new hire orientation program for liaisons with a key focus on Parent University integration.

- Ensure Liaison reports are submitted timely and accurately.

### ***Program Planning, Development, Implementation and Evaluation***

- Implement and coordinate a process to assist integrated teams in providing parents with age appropriate strategies for healthy child development as well as crisis management.
- Ensures assessments are completed and service plans are targeted and integrated within the Parent University teams.
- Promote Parent University and recruit new families as needed.
- Provide backup coverage and coordinate special projects as needed.

### ***Management***

- Provide supervisory support to family liaisons including staffing cases as well as ensuring caseload files/spreadsheet and quantitative reports are received in a timely manner.
- Participate in evaluating current processes and procedures through continuous quality improvement.
- Responsible for documenting and producing regular communication with and about parents through updates and/or internal systems in place within Parent University.

### ***Minimum Requirements***

- Bachelor Degree or equivalent experience
- Valid driver's license, proof of liability automobile insurance and the ability to drive for organization related business

### ***Desired Qualities***

- Master's Degree in Education, Social Work, Public Administration or related field.
- Demonstrated experience in an urban setting working directly with children, parents, families, teachers and community providers.
- 2-4 years of previous management and/or supervisory experience, preferably in a mental health, youth development, social work or behavioral health settings.
- 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

**DRAFT**  
**08/01/19**

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.*

EXHIBIT B

LUTHERAN FAMILY SERVICES OF NE, INC  
Statement of Activities - BUDGET  
The Learning Community  
Budget Year August 1st, 2019 - July 31st, 2020

	Base salary		Budget
<b>Support and Revenue</b>			
The Learning Community			227,362
<b>Total Support And Revenue</b>			<u>227,362</u>
<b>Expenses</b>			
<b>Salaries</b>		<u>FTE's</u>	
Family Liaison's	39000	1,000	39,000
Family Liaison's	40650	1,000	40,650
Family Liaison's	36500	1,000	36,500
Family Engagement Coordinator	44000	1,000	44,000
Assistant Vice President - Childrens Services	75600	0,040	3,024
<b>Total</b>			<u>163,174</u>
<b>Employee Benefits and Payroll Taxes</b>			
Health Plans (8.4% of staff salaries)			13,707
Disability and Life Insurance (1.95% of staff salaries)			3,182
Retirement Plans (2.0% of staff salaries)			3,263
Workers Compensation (.95% of salaries)			1,550
Payroll Taxes (7.65% of salaries)			12,493
Unemployment Taxes (.95% of salaries)			1,550
<b>Total Employee Benefits &amp; Payroll Taxes</b>			<u>35,735</u>
<b>Professional Fees</b>			
Supplies			
Telephone			2,400
Postage & Shipping			
Occupancy			
Mileage Reimbursement			3,200
Training & Conference Expenses			552
Liability Insurance 1% of salaries			1,632
<b>Total Operating costs</b>			<u>7,784</u>
<b>Total Direct</b>			206,693
<b>Indirect Administrative Costs 10%</b>			20,669
<b>Budget total</b>			<u>227,362</u>
<b>Net Surplus (Deficit)</b>			0

Liaisons will perform tasks as per the job description and will report directly to the Coordinator  
Liaisons will perform tasks as per the job description and will report directly to the Coordinator  
Liaisons will perform tasks as per the job description and will report directly to the Coordinator  
Will coordinate activities daily to the LC Supervisor. Will meet regularly for joint case staffings with staff of the LC and will report to AVP  
AVP will work with team to assure clear and regular coordination with LC. Monitor outcomes and grant compliance.

I took this out. However, it was there for the cost of interpreters. So all interpreter costs would need to be paid by your agency.  
All supplies will need to be paid by your agency. They would come from the learning center anyway, correct?  
Cell phones for the liaisons and Coordinator  
Paid by LC at their facility  
Paid by LC at their facility  
Based on only 6800 miles for the year at .47 cents per mile. This would be an average of 150 miles per month for each staff, excluding the AVP.