

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

AGENDA

March 21, 2019 – 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 Council Minutes January 24, 2019
5. Reports
 - a) Chair
 - i. Operating Protocols Discussion
 - b) Treasurer
 - i. **Action Item:** Accept Treasurer's Report dated January 31, 2019 and February 28, 2019
 - ii. **Action Item:** Approve Second Quarter Budget to Actual
 - c) Chief Executive Officer
 - d) Legal Counsel
6. Public Comment
7. Superintendents' Plan for Early Childhood Education Update
 - a) Site Visits
8. Learning Community Center of South Omaha Update – Renee Franklin
 - a) Learning Community Center of South Omaha Presentation
9. Learning Community Center of North Omaha Update – Renee Franklin /Jamalia Parker
 - a) Ascend Network Forum

10. Subcommittee Reports

a) Elementary Learning and Diversity Subcommittee

b) Budget, Finance & Audit Subcommittee

i. Koch Insurance Policies Renewal

1. **Action Item:** Upon recommendation of the Budget, Finance and Audit Subcommittee, motion to maintain Harry A. Koch as our insurance provider and to renew insurance products, as detailed in handout (Property, General Liability, Automobile, Workers' Compensation, Umbrella, Crime and Executive Package).

ii. Omaha World-Herald Contract - Upon recommendation of the Budget, Finance and Audit Subcommittee and Executive Committee, motion to approve the Omaha World-Herald contract to align with the Strategic Plan communications priority.

iii. United Way MOU - Upon recommendation of the Budget, Finance and Audit Subcommittee and Executive Committee, motion to approve the United Way MOU for the Grade Level Reading Campaign to align with the Community Achievement Plan (CAP).

c) Legislative Subcommittee

i. Legislative Update

11. New Business

Policy Review – Upon Recommendation of the Executive Committee, motion to approve revised Learning Community Policies and Procedures and waive second reading.

12. Unfinished Business

13. Next Council Meeting –

April 18, 2019, 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

April 18, 2019, 6:00 p.m.

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

- Council Minutes dated January 24, 2019
- Treasurer's Report dated January 31, 2019 and February 28, 2019
- Second Quarter Budget to Actual
- Koch Insurance Packet
- Omaha World-Herald Memo and Contract
- United Way MOU
- Learning Community Policies and Procedures

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

January 24, 2019

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held January 24, 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 January 16, 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 January 18, 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: Hager, Hahn, Kozel, Thommes, Ward, Williams, Woodward, Kelley

Voting Members Excused: Avery

Members Absent: Ekwerekwu, Hoeger, Martinez Real

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

Also Present: Margaret Hershiser, Koley Jessen P.C.; Jorja Brazda-Witters, Omaha Public Schools; Kent Rogert, Lobbyist; Chris Maxwell, Kim Bodensteiner, BECI

4. **Approval of Minutes.** Chair Kelley presented the Council minutes from the January 3, 2019 public meeting of the Council. Motion by Mr. Hager, seconded by Ms. Hahn, to approve the minutes of the Council meeting held on January 3, 2019. Yeas: Hager, Hahn, Kozel, Thommes, Williams, Kelley. Abstain: Woodward. Nays: Ward. **Motion carried.**

It is noted for the record that Ms. Martinez Real arrived at 6:08 p.m., Dr. Bradley Ekwerekwu arrived at 6:14 p.m. and Mr. Hoeger arrived at 6:26 p.m.

5. Reports

- a) Chair - Chair Kelley discussed the selection process for the Executive Council and Subcommittees. Motion by Mr. Hager, seconded by Ms. Woodward, to approve Subcommittee / Executive Committee assignments. Discussion took place. One handout was provided. Motion by Ms. Ward, seconded by Dr. Williams, to amend to remove Ms. Ward from the Legislative Subcommittee and put on the Budget, Finance and Audit Subcommittee, and to remove Ms. Martinez Real from the Budget, Finance and Audit Subcommittee and put on the Legislative Subcommittee. Discussion took place. Yeas: Ekwerekwu, Hager, Hoeger, Kozel, Ward, Williams, Woodward. Abstain: None. Nays: Hahn, Martinez Real, Thommes, Kelley.

Motion carried. Motion by Mr. Hager, seconded by Ms. Ward, to approve amended original motion. Yeas: Ekwerekwu, Hager, Hoeger, Kozel, Ward, Williams, Woodward, Kelley. Abstain: None. Nays: Hahn, Martinez Real, Thommes. **Motion carried**

b) Treasurer

- i. Motion by Ms. Hahn, seconded by Ms. Kozel, to accept Treasurer's Report dated November 30, 2018. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.** Motion by Ms. Hahn, seconded by Ms. Woodward, to accept Treasurer Report dated December 31, 2018. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**

c) Chief Executive Officer – Mr. Patton reported that the Strategic Plan workshop will be held in April.

d) Council Member / Achievement Subcouncil Reports – Ms. Ward provided a report.

e) Legal Counsel – No Report

6. Public Comment - None

7. Superintendents' Plan for Early Childhood Education Plan Overview - Chris Maxwell and Kim Bodensteiner provided a report. Three handouts were provided.

8. Learning Community Center of South Omaha Update – Renee Franklin reported that tours will be provided.

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

- a) Early Childhood Partnership Presentation – A presentation was provided by Jorja Brazda-Witters.

10. Pilot Programming

a) Pilot Programming Presentation – Ms. Franklin provided a presentation.

b) Allocation of Pilot Program Funding for FY 2019/2020

- i. Motion by Mr. Hager, seconded by Ms. Hahn, upon recommendation of the Budget, Finance and Audit Subcommittee, motion to increase the Pilot Program Funding for Achievement Subcouncils 1, 3, 4 and 6 to \$772,500.00 and \$309,000.00 for Bellevue Public Schools in Achievement Subcouncil 5 for FY 2019/2020, which represents a 3% increase for Pilot Programming. One handout was provided. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**
- ii. Motion by Ms. Kelley, seconded by Dr. Williams, upon recommendation of the Elementary Learning and Diversity Subcommittee, motion to distribute funding for Achievement Subcouncils 1, 3, 4 and 6 according to the prior year's formula (80% Free and Reduced Lunch (FRL) and 20% English Language Learners (ELL)). All

funds are contingent upon approval of the FY 2019/2020 budget and elementary learning levy. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**

11. Subcommittee Reports

- a) Elementary Learning and Diversity Subcommittee – No Report
- b) Budget, Finance & Audit Subcommittee – No Report
- c) Legislative Subcommittee - A legislative summary report was provided by Kent Rogert. Motion by Mr. Hager, seconded by Mr. Thommes, upon recommendation of the Legislative Subcommittee, to approve recommended legislative positions. One handout was provided. Yeas: Ekwerekwu, Hager, Hahn, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**

12. New Business - None

13. Unfinished Business - None

14. Next Council Meeting –

- March 21, 2019 - Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

15. Adjournment – Meeting was adjourned with unanimous approval 8:51 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 January 3, 2019
- Treasurer's Reports dated November 30, 2018 and December 31, 2018
- 2019/2020 Pilot Program Fund Allocation and Memo

Jill Woodward – Secretary

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

January 31, 2019

Trans Description	Credit Amt	Date	Reference
Amazon.com	119.00	1/3/19	DC
Blue Cross Blue Shield of Nebr	10,911.22	1/3/19	3361
Carroll Communications	10,768.44	1/3/19	3362
El Mero Mero Inc	2,300.00	1/3/19	1141
HELP Foundation of Omaha	9,431.84	1/3/19	1143
Jensen Rogert Associates, Inc.	2,533.33	1/3/19	3364
Koley Jessen	6,995.20	1/3/19	3365
Lund Company	48,140.03	1/3/19	1142
Omaha Public Library	2,722.60	1/3/19	3363
One World Community Health Cen	3,947.08	1/3/19	3366
zTrip NE (formerly HappyCab)	2,116.57	1/3/19	3367
BASE	37.50	1/8/19	3368
C41 Photography	750.00	1/8/19	3369
Colonial Life	1,121.50	1/8/19	3370
Control Yours	667.00	1/8/19	3372
Culligan of Omaha	54.00	1/8/19	3373
Engineered Controls	488.77	1/8/19	3375
Envisage Creative Group	24.95	1/8/19	3376
Geoff Johnson Photography & Mo	650.00	1/8/19	3378
InfiNet Solutions, Inc.	1,619.00	1/8/19	3377
Konica Minolta Business Soluti	394.82	1/8/19	3379
Konica Minolta Business Soluti	315.90	1/8/19	3380
Lion's Gate Security Solutions	968.00	1/8/19	3381
Lutheran Family Services	156.62	1/8/19	3382
Madison National Life	603.22	1/8/19	3383
Nebraska Association of School	180.00	1/8/19	3384
Occupational Health Centers of	59.00	1/8/19	3371
Philadelphia Insurance Compani	441.33	1/8/19	3386
Scantron Corporation	250.00	1/8/19	3388
Schnayder, Andreea	829.94	1/8/19	3389
TAPS	1,884.80	1/8/19	3390
The Daily Record	17.30	1/8/19	3374
The Prevention Group	350.00	1/8/19	3385
The Prevention Group	350.00	1/8/19	3387
Washington County Election Com	100.00	1/8/19	3391
Principal Financial Retirement	2,631.86	1/9/19	DC
Principal Financial Retirement	2,825.58	1/9/19	DC
Amazon.com	407.50	1/15/19	CC
Della Costa	40.00	1/15/19	CC
LaborLawCenter.Com	47.85	1/15/19	CC
Oriental Trading Company	10.28	1/15/19	CC
PAYCHEX	752.00	1/15/19	DC
Paychex deduction for direct deposits	47,860.48	1/15/19	12/2018 Payroll
Paychex deduction for payroll taxes	20,146.63	1/15/19	12/2018 Payroll
Shields, Philice Catering	2,000.00	1/15/19	CC
Sprint Corporation	348.54	1/15/19	CC
Stamps.com	15.99	1/15/19	CC
The Center for Applied Linguis	37.00	1/15/19	CC
United States Postal Service	100.00	1/15/19	CC
PAYCHEX	544.63	1/16/19	DC
Microsoft Corporation	32.00	1/17/19	DC
Blue Cross Blue Shield of Nebr	12,719.72	1/24/19	3392
Buffett Early Childhood Instit	18,666.66	1/24/19	3538
Douglas County West School Dis	3,095.31	1/24/19	3393
Dr Walker, Jeffery L.	600.00	1/24/19	3399
El Mero Mero Inc	4,100.00	1/24/19	1144
Jensen Rogert Associates, Inc.	2,333.33	1/24/19	3394
Koley Jessen	2,407.00	1/24/19	3395

LEARNING COMM OF DOUGLAS SARPY COUNTY**Treasurer's Report****January 31, 2019**

Trans Description	Credit Amt	Date	Reference
One World Community Health Cen	128,567.05	1/24/19	3396
Sarpy County Election Commissi	5,100.90	1/24/19	3397
Surreal Media Lab, LLC	4,850.00	1/24/19	3398
UNMC	34,083.83	1/24/19	3539
zTrip NE (formerly HappyCab)	2,247.36	1/24/19	3400
PAYCHEX	99.00	1/28/19	DC
Colonial Life	1,187.05	1/31/19	3401
Control Yours	175.00	1/31/19	3402
EDUCATIONAL SERVICE UNIT #3	140.00	1/31/19	3405
Envisage Creative Group	24.95	1/31/19	3404
Geoff Johnson Photography Inc.	650.00	1/31/19	3406
Graphic Technologies	503.00	1/31/19	3407
Harry A. Koch Co.	1,361.00	1/31/19	3408
HyVee	975.83	1/31/19	3409
Lion's Gate Security Solutions	720.00	1/31/19	3410
Madison National Life	558.87	1/31/19	3411
Nanonation, Inc.	400.00	1/31/19	3412
National Print and Business So	495.52	1/31/19	3413
Nonprofit Association of the M	850.00	1/31/19	3414
Phi Delta Kappa, Chapter #0116	35.00	1/31/19	3415
Scantron Corporation	250.00	1/31/19	3416
Service Charge	35.00	1/31/19	01/31/19
The Daily Record	17.30	1/31/19	3403
Total January Expenditures	\$ 417,347.98		

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

February 28, 2019

Trans Description	Credit Amt	Date	Reference
HELP Foundation of Omaha	10,910.79	2/1/19	1146
Lund Company	47,728.03	2/1/19	1145
Base Flex Account	540.00	2/5/19	DC
Base Flex Account	180.00	2/7/19	DC
Base Flex Account	180.00	2/12/19	DC
Abundant Life Counseling, L.L.	2,189.26	2/13/19	3425
All Makes Office Equipment Co.	749.77	2/13/19	3428
BASE	37.50	2/13/19	3429
Bland & Associates	2,000.00	2/13/19	3417
Buffett Early Childhood Instit	221,014.16	2/13/19	3418
Buffett Early Childhood Instit	18,666.66	2/13/19	3540
Carroll Communications	19,850.51	2/13/19	3419
Control Yours	384.00	2/13/19	3430
Culligan of Omaha	96.40	2/13/19	3431
Frank McGill Inc.	695.00	2/13/19	3432
HyVee	180.00	2/13/19	3433
InfiNet Solutions, Inc.	1,619.00	2/13/19	3434
Konica Minolta Business Soluti	313.69	2/13/19	3435
Konica Minolta Business Soluti	394.82	2/13/19	3436
Lutheran Family Services	46,147.64	2/13/19	3420
Nebraska Association of School	385.10	2/13/19	3437
Omaha Public Library	3,919.57	2/13/19	3422
Omaha World Herald	4,000.00	2/13/19	3423
One World Community Health Cen	125,000.00	2/13/19	3421
Pay-LESS Office Products, Inc.	1,614.77	2/13/19	3440
Surreal Media Lab, LLC	3,150.00	2/13/19	3424
TAPS	2,979.20	2/13/19	3426
The Prevention Group	350.00	2/13/19	3438
The Prevention Group	350.00	2/13/19	3439
UNMC	34,083.83	2/13/19	3541
Williams Counseling & Consulti	2,235.00	2/13/19	3427
Amazon.com	12.99	2/15/19	CC
Apple Store	99.00	2/15/19	CC
Apple Store	6.93	2/15/19	CC
Aztec Software	19.75	2/15/19	CC
Intuit Inc.	199.95	2/15/19	CC
Mutual of Omaha Credit Card	102.85	2/15/19	CC
North Omaha Community Care Council	350.00	2/15/19	CC
PAYCHEX	99.00	2/15/19	DC
PAYCHEX	254.78	2/15/19	DC
Paychex deduction for direct deposits	47,800.05	2/15/19	01/2019 Payroll
Paychex deduction for payroll taxes	19,802.10	2/15/19	01/2019 Payroll
Shields, Philice Catering	1,700.00	2/15/19	CC
Sprint Corporation	278.56	2/15/19	CC
Stamps.com	15.99	2/15/19	CC
WalMart	100.00	2/15/19	CC
Microsoft Corporation	34.97	2/19/19	DC
Base Flex Account	180.00	2/22/19	DC
Base Flex Account	180.00	2/26/19	DC
Total January Expenditures	\$ 623,181.62		

Learning Community of Douglas and Sarpy Counties
FY 2018-2019 Budget to Actual - General Administration

For Period Ending: 2/28/2019

% of time Elapsed: 50%

	Current FY Budget	Actual Spent	% of Budget	Remaining Budget
	General	General	General	General
Beginning General Fund Cash Reserves	\$ 373,108	\$ 373,108		
Appropriation	\$ 485,000	\$ 470,000	97%	\$ 15,000
Interest	\$ 700	\$ 60	9%	\$ 640
Total Revenues	\$ 485,700	\$ 470,060	97%	\$ 15,640
General Expenses				
Coordinating Council				
Training/Orientation	\$ 500	\$ 438	88%	\$ 63
Conference Expenses	\$ 7,500	\$ 1,644	22%	\$ 5,856
Occupancy	\$ 1,500	\$ -	0%	\$ 1,500
Published Notice	\$ 3,500	\$ 207	6%	\$ 3,294
Election Commission	\$ 35,000	\$ 10,951	31%	\$ 24,049
Reimbursed Expenses	\$ 2,120	\$ -	0%	\$ 2,120
Technology/Equipment	\$ 6,560	\$ 95	1%	\$ 6,465
Other Misc	\$ 5,000	\$ 1,600	32%	\$ 3,400
Coordinating Council - Subtotal	\$ 61,680	\$ 14,934	24%	\$ 46,746
Administration				
CEO Salary	\$ 148,200	\$ 71,081	48%	\$ 77,120
Other Salaries and Wages	\$ 175,200	\$ 89,041	51%	\$ 86,159
Payroll Taxes	\$ 23,890	\$ 11,558	48%	\$ 12,332
Benefit Expense	\$ 56,300	\$ 30,501	54%	\$ 25,799
Dues and Memberships	\$ 6,700	\$ 1,289	19%	\$ 5,411
Conference/Professional Devel. Exp.	\$ 10,000	\$ 2,711	27%	\$ 7,289
Public Accountant	\$ 10,000	\$ 2,000	20%	\$ 8,000
State Audit	\$ 11,000	\$ -	0%	\$ 11,000
Telecommunications/Website	\$ 5,300	\$ 12,310	232%	\$ (7,010)
Supplies	\$ 5,300	\$ 1,432	27%	\$ 3,868
Furniture	\$ 5,300	\$ -	0%	\$ 5,300
Printing and Postage	\$ 16,970	\$ 3,977	23%	\$ 12,993
Technology/Equipment	\$ 37,400	\$ 18,298	49%	\$ 19,102
Reimbursed Expenses	\$ 5,300	\$ 1,355	26%	\$ 3,945
Other Misc	\$ 15,000	\$ 3,993	27%	\$ 11,007
Subtotal Administration	\$ 531,860	\$ 249,544	47%	\$ 282,316
Total Expenses	\$ 593,540	\$ 264,478	45%	\$ 329,062
Difference of Revenues & Expenses	\$ (107,840)	\$ 205,582		
Ending General Fund Cash Reserves	\$ 265,268	\$ 578,690		

Learning Community of Douglas and Sarpy Counties

For Period Ending: 2/28/2019

FY 2018-2019 Budget to Actual - ELC Operations

% of time Elapsed: 50%

	Current FY Budget	Actual Spent	% of Budget	Remaining Budget
	ELC Operating	ELC Operating	ELC Operating	ELC Operating
Beginning ELC Fund Cash Reserves	\$ 4,796,802	\$ 4,796,802		
ELC Operating Levy	\$ 8,858,252	\$ 1,176,801	13%	\$ 7,681,451
Interest	\$ 1,500	\$ 1,141	76%	\$ 359
Total Revenues	\$ 8,859,752	\$ 1,177,942	13%	\$ 7,681,810
Pilot Programming				
Subcouncil 1 ELC Programming	\$ 182,473	\$ 151,351	83%	\$ 31,122
Subcouncil 2 ELC Programming	\$ -	\$ -	100%	\$ -
Subcouncil 3 ELC Programming	\$ 329,839	\$ 172,493	52%	\$ 157,345
Subcouncil 4 ELC Programming	\$ 126,896	\$ 101,644	80%	\$ 25,252
Subcouncil 5 ELC Programming	\$ 300,000	\$ 210,000	70%	\$ 90,000
Subcouncil 6 ELC Programming	\$ 110,792	\$ 77,769	70%	\$ 33,023
Programming - Subtotal	\$ 1,050,000	\$ 713,257	68%	\$ 336,743
North Omaha Center				
Early Childhood Partnership	\$ 985,730	\$ 63,252	6%	\$ 922,478
Subcouncil 2 Family Support Liaisons	\$ 203,375	\$ 110,833	54%	\$ 92,542
Childcare Director Training	\$ 145,000	\$ 72,118	50%	\$ 72,882
Parent University	\$ 902,194	\$ 330,008	37%	\$ 572,186
Center Operations	\$ 100,090	\$ 47,068	47%	\$ 53,022
North Omaha Center - Subtotal	\$ 2,336,389	\$ 623,278	27%	\$ 1,713,111
South Omaha Center				
South Omaha Center	\$ 1,500,000	\$ 750,000	50%	\$ 750,000
Subcouncil 5 Family Support Liaisons	\$ 173,072	\$ (58,530)	-34%	\$ 231,602
South Omaha Center - Subtotal	\$ 1,673,072	\$ 691,470	41%	\$ 981,602
Superintendent's Early Childhood Plan				
Superintendent's Early Childhood Plan	\$ 2,600,000	\$ 1,421,986	55%	\$ 1,178,014
Superintendent's Plan - Subtotal	\$ 2,600,000	\$ 1,421,986	55%	\$ 1,178,014
General Expenses				
Admin-Community Relations	\$ 175,000	\$ 68,062	39%	\$ 106,938
Admin-Legal	\$ 30,000	\$ 29,913	100%	\$ 87
Admin-Insurance/Bonding	\$ 68,960	\$ 4,583	7%	\$ 64,377
Admin-Lobbying	\$ 30,900	\$ 11,825	38%	\$ 19,075
Admin-Contracted Services	\$ 5,300	\$ 1,857	35%	\$ 3,443
Admin-Staff Professional Development	\$ 5,000	\$ -	0%	\$ 5,000
Admin-Hosted Conferences	\$ 10,000	\$ -	0%	\$ 10,000
Salaries and Wages	\$ 115,400	\$ 57,082	49%	\$ 58,318
Payroll Taxes	\$ 8,700	\$ 4,384	50%	\$ 4,316
Benefit Expense	\$ 10,100	\$ 7,039	70%	\$ 3,061
Contracted Services	\$ -	\$ 650	100%	\$ (650)
Other Misc. Expenses	\$ 7,700	\$ 3,267	42%	\$ 4,433
General Expenses - Subtotal	\$ 467,060	\$ 188,662	40%	\$ 278,398
Total Expenses	\$ 8,126,521	\$ 3,638,654	45%	\$ 4,487,867
Difference of Revenues & Expenses	\$ 733,231	\$ (2,460,712)		
Ending ELC Fund Cash Reserves	\$ 5,530,033	\$ 2,336,090		

Learning Community of Douglas and Sarpy Counties
FY 2018-2019 Budget to Actual - Capital Projects

For Period Ending: 2/28/2019

% of time Elapsed: 50%

	Current FY Budget	Actual Spent	% of Budget	Remaining Budget
	Capital Projects	Capital Projects	Capital Projects	Capital Projects
Beg. Cap. Proj. Fund Cash Reserves	\$ 776,181	\$ 776,181		
Capital Projects Levy Proceeds	\$ 738,188	\$ 99,452	13%	\$ 638,736
Interest	\$ 750	\$ 154	21%	\$ 596
Total Revenues	\$ 738,938	\$ 99,606	13%	\$ 639,332
Learning Centers				
North Omaha Center - Renovations	\$ -	\$ -	100%	\$ -
North Omaha Center - Lease Payments	\$ 585,000	\$ 239,465	41%	\$ 345,535
South Omaha Center - Lease Payments	\$ 218,000	\$ 77,776	36%	\$ 140,224
Total Expenses	\$ 803,000	\$ 317,241	40%	\$ 485,759
Difference of Revenues & Expenses	\$ (64,062)	\$ (217,635)		
End. Cap. Proj. Fund Cash Reserves	\$ 712,119	\$ 558,546		

Learning Community of Douglas and Sarpy Counties
FY 2018-2019 Budget to Actual - Research & Evaluation

For Period Ending: 2/28/2019% of time Elapsed: 50%

	Current FY Budget	Actual Spent	% of Budget	Remaining Budget
	Research & Evaluation	Research & Evaluation	Research & Evaluation	Research & Evaluation
Beg. Res. & Eval. Fund Cash Reserves	\$ 300,006	\$ 300,006		
ESU Core Svcs (Res & Eval)	\$ 733,359	\$ 440,016	60%	\$ 293,343
Total Revenues	\$ 733,359	\$ 440,016	60%	\$ 293,343
Research & Evaluation				
Diversity Plan Evaluation	\$ 5,000	\$ -	0%	\$ 5,000
Program Evaluation & Research	\$ 409,006	\$ 204,503	50%	\$ 204,503
GOALS Student Attendance Initiative Eval.	\$ 95,000	\$ 95,000	100%	\$ -
MOEC Community Impact Plan Eval.	\$ 95,000	\$ -	0%	\$ 95,000
CAP - Full Plan Evaluation by MMI	\$ 9,776	\$ -	0%	\$ 9,776
Superintendent's Plan Evaluation	\$ 224,000	\$ 112,000	50%	\$ 112,000
Total Expenses	\$ 837,782	\$ 411,503	49%	\$ 426,279
Difference of Revenues & Expenses	\$ (104,423)	\$ 28,513		
End. Res. & Eval. Fund Cash Reserves	\$ 195,583	\$ 328,519		

This Fund is restricted to research and evaluation related disbursements only



The Harry A. Koch Co.
Insurance & Financial Consultants

Member of First Insurance Group, LLC

“Trust. Integrity. Knowledge.”

Contacts:

Agent

Scott D. Durbin, AAI
Sr. Vice President
402-861-7034
scott.durbin@hakco.com

Account Manager

Christina Perkins
Account Manager, Commercial Insurance
402-861-7105
christina.perkins@hakco.com

**A
Proposal
of
Insurance
For**

**Learning Community of
Douglas/Sarpy Co.**

March 5, 2019

The Harry A. Koch Co.

This presentation is designed to give you an overview of your current insurance coverage. It is meant only as a general understanding of your insurance coverages and should not be construed as a legal interpretation of the insurance policies. Please refer to your actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of these policies are available for your review prior to the binding of any coverage

For changes or inquiries regarding your insurance matters, please call a member of your service team as listed on the cover page or write:

The Harry A. Koch Co.
14010 FNB Parkway, Suite 300
P.O. Box 45279
Omaha, NE 68145-0279

Lincoln Office:
233 S.13th Street, Suite 1650
Lincoln, NE 68508

(402) 861-7000
(800) 344-5624
(402) 861-7111 Fax

(402) 435-7100
(800) 344-5624
(402) 435-5624 Fax

Office Hours: Monday – Friday
8:00 a.m. – 4:30 p.m.



The Harry A. Koch Co.

Credit Policy

Your insurance coverage is very important to you and your business. Your prompt payment of premiums due enables this valuable coverage to remain in force. Delinquent premiums subject your insurance coverage to cancellation. The following is the credit policy of The Harry A. Koch Co.:

Agency Bill

- All invoices are due and payable immediately. Common business courtesy requires payment be received within 15 days of the invoice date.
- Installment invoices are due on the effective date of the installment. Installment invoices are mailed approximately 25 days prior to the effective date of the installment.
- Statements will be mailed at the beginning of each month for your benefit. Please verify your open invoices against our record of your open invoices.

Please mail all payments to:

**The Harry A. Koch Co.
P.O. Box 3875
Omaha NE 68103-0875**

Direct Bill

- Mail payments to your insurance carrier at the address shown on the payment notice. The finance relationship is between you and the insurance company and responsibility for timely payments rests with you. We do not follow up or contact customers for late/past due payments.

Premium Finance Plans

- We are glad to assist you in making premium finance arrangements with third party insurance finance organizations. However, once the finance plan is in place, you assume the responsibility for timely premium payments. We do not follow up or contact customers for late/past due payments.

Audits

- Audit invoices are due and payable immediately. Any issues concerning the audit must be brought to our attention within 10 days of receipt. Common business courtesy requires payment be received within 15 days of the invoice date.

If you have any questions please contact:

Ken Jarosz	(402) 861-7013
David Destache	(402) 861-7165
Toll Free	(800) 344-5624

The Harry A. Koch Co.

The Harry A. Koch Co. Privacy Policy

General information

This privacy policy covers personal information about consumer customers who obtain products from The Harry A. Koch Co. for personal, family, or household purposes. This policy is provided to you as required by federal law. You do not need to take any action as a result of receiving this privacy policy.

Although this notice does not apply to business and commercial accounts, safeguarding our business and commercial customers' information is important and we take steps to protect such information.

Except as described below or as permitted by law, we do not disclose personal information about our customers or former customers.

How we secure your personal information

At The Harry A. Koch Co., we appreciate the trust you have placed in us and understand the importance of protecting your personal information. Protecting your privacy and the personal information you entrust to us is a priority. We maintain physical, electronic, and procedural safeguards to protect your personal information. We take steps to restrict access to personal information about you to employees who need that information for business purposes. Our employees are subject to a Code of Ethics that requires them to treat personal information as confidential.

How we collect personal information about you

We collect personal information about you from the following sources:

1. Information you provide to us – Personal information that you provide to us on applications and through other correspondence, such as your name, address, social security number and personal financial information.
2. Transaction and Experiences – Personal information about your transactions and experiences with us and our affiliates, such as your account balance and payment history.
3. Information we received from third parties – Personal information nonaffiliated parties provide to us about you, such as your claims history, driving record, credit history, and public records.

Personal information we disclose to affiliates

We may disclose personal information about your transactions and experiences with us to our affiliates.

Personal information we disclose to nonaffiliated parties

We may disclose personal information about you to nonaffiliated third parties as permitted by law. This may include all of the personal information we collect about you that is necessary to secure and service our products. Additionally, personal information may be disclosed in connection with a subpoena or similar legal requirements, in connection with audits, to process a transaction you requested, and to prevent fraud or unauthorized use.

We may disclose all of the personal information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

The Harry A. Koch Co.

Disclosure

This summary of the coverage offered by the insurers is based on the information provided by you and which we have relied upon in preparing this document. If changes need to be made, please notify our office immediately. All changes are subject to review and acceptance by the insurance company.

When requested to review contracts (leases, construction contracts, purchase orders, etc), the review will be based on industry standard risk management practices. Reviews will not be legal advice or legal opinion for any portion of the contract. Contracts can have diverse, broadly stated indemnification or other provisions that may not be insurable. Contracts should be reviewed and modified by your legal counsel to reflect variations in local law and the specific circumstances of your contract. Our review is provided for your information and should not be relied upon by any party as a representation of your insurance exposures or coverage.

In addition to the fees or commissions retained by The Harry A. Koch Co., in certain circumstances other parties may earn and retain usual and customary commissions and/or fees for their role in providing or placing insurance products or services under their separate contracts with insurers and/or reinsurers.

As a common legal practice in our industry, The Harry A. Koch Co. may enter into “contingency” agreements with certain insurance companies providing for compensation, in addition to commissions, to be paid to The Harry A. Koch Co. based on several factors not client specific such as aggregate loss experience and size or performance of an overall book of business produced with the insurer. The insurance coverage you purchase through The Harry A. Koch Co. may be issued by an insurance company who has such an agreement with our firm. Please contact our sales or service representative if you have any questions or concerns.

The Harry A. Koch Co. through its sales representatives and service personnel, recommends insurance companies to our clients based on coverage, financial stability, cost and service capability – not on the existence of contingency agreements. It has always been our practice to leave the final selection of insurers to the discretion of our clients.

Products and Services

Business Insurance

- Property Casualty Insurance including but not limited to:
 - Workers' Compensation
 - Directors & Officer's
 - Errors & Omissions
 - Property
 - Liability
 - Auto
 - Excess
- 24 Hour Claims Service
- Claims Management and Experience Rating Projections
- Risk Surveys including Risk Transfer Cost Options
- Program Design
- Stewardship Meetings
- Property Casualty Consulting
- Commercial Building Appraisals for Insurance Valuation
- Alternative Risk Financing
 - Retrospectively Rated
 - Captive Programs
 - High Deductibles
 - Self Insurance
- Loss Control Consulting & Management Services

Surety Bonds

- Bonds
 - Bid
 - Performance & Payment
 - Miscellaneous
- Banker, Attorney and CPA Referral
- Trade/Industry Comparison
- Assist with Contractor Prequalification
- Financial Analysis
- Consult with Contractor & CPA
- Maximize Surety Credit
- Financial Presentation to Surety

Employee Benefits

- Group Medical Plans
 - Multiple Employer Trusts
 - Health Reimbursement Accounts
 - Health Savings Accounts
 - Fully Insured
 - Self-Funding
- Basic and Supplemental Life Insurance
- Voluntary Benefits (employee paid plans)
- Preferred Vendor Arrangements
 - COBRA/HIPAA/ERISA Compliance
- Plan Document and SPD Development
 - Employee Communications and Education
 - Form 5500 Preparation
 - Exclusive Access to Web-Based HR Portal
- Short and Long term Disability
- Special Risk
 - Business Travel Plans
 - Accidental Death and Dismemberment
- Consulting Services, including but not limited to:
 - Market Surveys
 - Actuarial Services
 - Analysis of Funding Arrangements
 - Benchmarking and Trending
 - Carrier Negotiations
- Retirement Plans
- Owner-Based Planning
- Executive Benefits

Personal Lines

- Home and Condominiums
- Fine Arts, Antiques, and Jewelry
- Automobile Insurance
- Property Appraisals
- Secondary Residences/Vacation Properties
- Watercraft Coverage
- Personal Liability
- International Travel Coverage

Life Insurance and Estate Planning

- Life, Disability, and Long-Term Care
- Financial Planning
- Charitable Trust

The Harry A. Koch Co.

Table of Contents

Location Schedule	8
Property	9
General Liability	10
Business Automobile.....	12
Workers' Compensation	13
Umbrella.....	16
Crime.....	17
School Board Legal Liability	18
Premium Summary.....	19
General Liability Rate Comparison.....	20
Work Comp Rate Comparison	21

The Harry A. Koch Co.

Schedule of Locations

Loc #	Address	City	State	Zip Code
1	1612 N 24th St	Omaha	NE	68110

The Harry A. Koch Co.

Property Policy

Named Insured: Learning Community of Douglas/Sarpy Co.
Insurance Company: Philadelphia Indemnity Insurance Co.
Policy Number: APPPHPK1788768
Policy Term: 3/26/2019 to 3/26/2020

Coverage Type/Form:

Reporting Form	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
----------------	------------------------------	--

Exposure Schedule

Loc #1 - 1612 N 24th St. Omaha , NE

Bld #	Occupancy	Subject of Insurance	Limit	Co-Ins %	Ded	Valuation	Cause of Loss	Agd Amt
1	Office	Business Personal Property	400,000	90	\$ 2,500	Replacement Cost	Special	

Additional Coverages and/or Exclusions include, but are not limited to:

<u>Description:</u>	<u>Limit:</u>
Business Income & Extra Expense - included in Elite form	\$300,000
Loss of Income Due to Workplace Violence - Business Income	\$100,000
Property in Transit - included in Elite form	\$100,000
Crisis Management Enhancement Endorsement	\$25,000
Property in Transit Common Carrier - included in Elite form	\$10,000
Loss of Income Due to Workplace Violence - Extra Expense	\$5,000
Bell Endorsement - See Form PI-Bell-1 for additional coverages	
Disclosure Pursuant to Terrorism Risk Insurance Act	
Elite Property Enhancement: Human Services - See form PI-EPE-HS for additional coverages	
Equipment Breakdown Protection Endorsement	
Exclusion of Loss Due to Virus or Bacteria	
Protective Safeguard	
Water Exclusion endorsement	

Named Insureds:

Learning Community of Douglas and Sarpy Counties
Learning Community Coordinating Council

The Harry A. Koch Co.

General Liability Policy

Named Insured: Learning Community of Douglas/Sarpy Co.
Insurance Company: Philadelphia Indemnity Insurance Co.
Policy Number: APPPHPK1788768
Policy Term: 3/26/2019 to 3/26/2020

Coverage Written On: ☒ [X] Occurrence Form
☐ [] Claims-Made Form; Retro Date:

<u>Limits:</u>	<u>Coverage Description:</u>
\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence – Bodily Injury and Property Damage
\$100,000	Fire Damage
\$5,000	Medical Expenses

NOTE: All information shown is subject to verification and change by audit.

Schedule of Exposures

State	Loc #	Class Code	Classification	Premium Basis	Exposure
NE		61227	Nf Profit - Buildings Or Premises - Other - Noc	Area	20,000
NE		47471	Schools-public-elementary,Kindergarten	Students	If Any
NE		47473	Schools-public-high	Students	If Any
NE		47469	Schools-faculty Liability For Corporal	Faculty	If Any
NE		91591	Contractors - Subcontracted Work - other than construction related work (Contract Amount)	Other	8,000,000

The Harry A. Koch Co.

Additional Coverages and/or Exclusions include, but are not limited to:

Description:	Limit	Ded	Remarks
Sexual or Physical Abuse or Molestation - Occurrence Vicarious Liability Coverage Form	\$1,000,000/ \$2,000,000		
Employee Benefits Liability; Retro 3-26-09 (rating basis - 6 employees)	\$1,000,000/ \$1,000,000	\$0	
General Liability Deluxe Endorsement: Human Services			
Fund Raising Events Endorsement			
SAM - Non-Binding Arbitration			
Blanket Additional Insured - When Required by Contract - included in Deluxe			
Personal & Advertising Injury - Includes Abuse of Process, Discrimination - included in Deluxe form			
Bodily Injury - includes mental anguish - included in Deluxe			
Exclusion - Access or Disclosure of Confidential or Personal Information & Data-Related Liability - With Limited Bodily Injury Exception			
Designated Professional Services Exclusion			
Employment-Related Practices Exclusion			
Fungi or Bacteria Exclusion			
Corporal Punishment Exclusion			
Lead Liability Exclusion			
Asbestos Liability Exclusion			
Blanket Waiver of Subrogation - included in Deluxe form			
Employee Benefits Administration Errors & Omissions Insurance			
EBL - Prior/Pending Litigation and Known circumstances exclusion - claims made			
SAM - Employee Defense Coverage			
Cap on Losses From Certified Acts of Terrorism			
Total Pollution Exclusion with a Building Heating Equipment Except			
Professional Liability Exclusion			

Named Insureds:

Learning Community of Douglas and Sarpy Counties
Learning Community Coordinating Council

The Harry A. Koch Co.

Business Automobile Policy

Named Insured: Learning Community of Douglas/Sarpy Co.
Insurance Company: Philadelphia Indemnity Insurance Co.
Policy Number: APPPHPK1788768
Policy Term: 3/26/2019 to 3/26/2020

<u>Limits:</u>	<u>Symbols:</u>	<u>Coverage Description:</u>
\$1,000,000	8 9	Combined Single Limit – Bodily Injury/Property Damage
See Vehicle Schedule	8	Comprehensive
See Vehicle Schedule	8	Collision

Hired / Borrowed Auto

State	Cost of Hire	If Any	Physical Damage Limit	Unl	Comp Deductible	Collision Deductible
NE	\$5,000	Y		X	\$100	\$1,000

Non-Owned Auto

State	Number of employees
NE	9

Additional Coverages and/or Exclusions include, but are not limited to:

Description:
Cap on Losses From Certified Acts of Terrorism
Employee Hired Autos
Fellow Employee Coverage
Non-Binding Arbitration

Named Insureds:

Learning Community of Douglas and Sarpy Counties
Learning Community Coordinating Council

The Harry A. Koch Co.

Workers' Compensation Policy

Named Insured: Learning Community of Douglas and Sarpy Counties
Insurance Company: Accident Fund Insurance Co of America
Policy Number: APPWCV6089368
Policy Term: 3/26/2019 to 3/26/2020

Claim reporting notice: To comply with Workers' Compensation statutes, all work related injuries should result in the prompt filing of the Employers First Report with the insurance company and the State Workers' Compensation Court. Any medical expenses incurred as a result of such injuries are to be paid strictly by the insurer. Non-compliance with this rule could result in fines and/or penalties by the Workers' Compensation Court.

Limits:	Coverage Description:
\$500,000	Employer's Liability – Each Accident
\$500,000	Employer's Liability – Disease – Policy Limit
\$500,000	Employer's Liability – Disease – Each Employee

NOTE: All information shown is subject to verification and change by audit.

State: NE - Schedule of Exposures

Code	Classification	Est. Payroll
8868	School: Professional Employees & Clerical	\$725,000

Partners, Officers, Relatives to be included or excluded:

Not for Profit All Officers Included	Included
Keith Roltwer (Specifically Endorsed)	Included

Experience Modification Rating: 0.95

Additional Coverages and/or Exclusions include, but are not limited to:

<u>Description:</u>
Audit Noncompliance Charge Endorsement
Catastrophe (other than certified acts of terrorism) premium endorsement
Experience Rating Modification Factor Endorsement
Notification of change in ownership endorsement
Premium due date endorsement
Service Fee
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

Named Insureds:

Learning Community of Douglas and Sarpy Counties
Learning Community Coordinating Council

The Harry A. Koch Co.

**A CHANGE IN NEBRASKA WORKERS' COMPENSATION LAW EFFECTIVE
JANUARY 1, 2003**

Corporate officers owning 25% or more of common stock must "opt-in" to workers compensation coverage. Sole-Proprietors, Partners, LLC's and Self-Employed Persons have opted in for many years.

With the passage of LB 417 in 2002, Nebraska workers' compensation laws were changed effective January 1, 2003 to bring all corporate executive officers owning 25% or more of common stock into the same category as sole-proprietors, partners and self-employed persons. In other words, such executive officers are no longer automatically covered under workers' compensation insurance policies and must "opt-in" to coverage just as other classes have been able to since 1984. The new law also states that if an executive officer does not "opt-in" to workers' compensation coverage and a health, accident, or other insurance policy covering the officer excludes coverage if the insured is otherwise entitled to workers' compensation coverage, such exclusion is null and void for that executive officer. The law also makes the Named Insured responsible for notification of any changes in corporate officers and stock ownership.

This form will be filed with The Koch Co., your insurance carrier, and should be kept
with your corporate records as well.

WORKERS' COMPENSATION INSURANCE ELECTION FORM

Date: _____

Named Insured: _____
Name of Business

Organized As: _____
Corporation, Partnership, Sole Proprietor, LLC etc.

Named Individual: _____

Title: _____

Ownership: _____ (% of common stock owned)

I, the undersigned, hereby elect to bring myself within the provisions of the Nebraska Worker's Compensation Act. I understand I will be considered an employee of the Named Insured for purposes of workers' compensation. Further, I acknowledge premium will be charged as part of any workers' compensation insurance policy covering the above Named Insured. Coverage is effective upon receipt by the insurer.

Signature of Corporate Officer, Sole Proprietor, Partner

**WORKERS' COMPENSATION INSURANCE REJECTION FORM AND
CORPORATION ACKNOWLEDGEMENT FORM**

The Harry A. Koch Co.

INDIVIDUAL REJECTION FORM

DATE: _____

NAMED INSURED: _____

ORGANIZED AS: (Corp/Partnership/Sole-Proprietorship/LLC, etc.)

NAMED INDIVIDUAL: _____

TITLE: _____

OWNERSHIP: _____ %

I, the undersigned, hereby elect **NOT to bring myself within the provisions** of the Nebraska Workers' Compensation Act. I understand that if during the policy period, my ownership status as a corporate officer changes, and/or I desire to be covered as an employee of the Named Insured for purposes of workers' compensation, it is my responsibility to elect workers' compensation coverage in writing, and that coverage will be effective upon receipt of my written election by the Insurer.

Signature

CORPORATION ACKNOWLEDGEMENT

On behalf of the Named Insured, I acknowledge it is the Named Insured's responsibility to ensure that corporate officers who own 25% or more of common stock elect workers' compensation coverage in writing, and that coverage will be effective upon receipt of by the insurer of written election. I further acknowledge that if during the policy period, the ownership status of a corporate officer changes, and/or an officer desires to be covered as an employee of the Named Insured for purposes of workers' compensation, it is the Named Insured's responsibility to ensure that the affected officers elect workers' compensation coverage in writing.

Signature

10/14/02

The Harry A. Koch Co.

Umbrella Policy

Named Insured: Learning Community of Douglas/Sarpy Co.
Insurance Company: Philadelphia Indemnity Insurance Co.
Policy Number: APPPHUB620631
Policy Term: 3/26/2019 to 3/26/2020

<u>Limits:</u>	<u>Coverage Description:</u>
\$4,000,000	Each Occurrence
\$4,000,000	Annual Aggregate
\$10,000	Retained Limit

Additional Coverages and/or Exclusions include, but are not limited to:

<u>Description:</u>	<u>Limit:</u>
Products-Completed Operations Aggregate Limit of Insurance	\$4,000,000
Abuse or Molestation Exclusion	
Access or Disclosure of Confidential or Personal Information & Data-Related Exclusion with Limited Bodily Injury Exception	
Additional Insured is following form	
Automobile liability follow form endorsement	
Cap on loss from certified acts of terrorism	
Directors & Officers Liability Exclusion	
Employee benefits liability limitation endorsement and ERISA exclusion	
Employers Liability - Retained Limits	
Employers Liability (Stop Gap) Follow Form	
Exclusion-Medical Professional	
Fungi or Bacteria Exclusion	
General Liability Following Form	
Lead Liability Exclusion	
Liquor Liability Exclusion	
Non-Owned Watercraft Amendment	
Recording and Distribution of Material or Information	
Subsidence Exclusion	
Underlying insurance following form - Employee Benefits Liability: Retro date 3/26/2009	

Named Insureds:

Learning Community of Douglas and Sarpy Counties
Learning Community Coordinating Council

The Harry A. Koch Co.

Crime

Named Insured: Learning Community of Douglas/Sarpy Co.
Insurance Company: Travelers Casualty & Surety Co of Ameri
Policy Number: APP105584116
Policy Term: 3/26/2019 to 3/26/2021

Crime

Coverage Description	Limit	Ded	Remarks
Computer Crime - Computer Fraud	\$1,000,000	\$15,000	
Funds Transfer Fraud	\$1,000,000	\$15,000	
Government Entity Crime Endorsement excluding coverage for treasurers and tax collectors: Employee Theft - Per Loss Coverage	\$1,000,000	\$15,000	
Forgery & Alteration	\$1,000,000	\$2,500	
Computer Crime - Computer Program and Electronic Data Restoration Expense	\$100,000	\$1,000	
Claim Expense	\$5,000	\$0	
ERISA Fidelity Endorsement			
Financial Interest Coverage			
Include the Chairperson and Members of Specified Committees as Employees Endorsement - All voting and non-voting members of the Learning Community Coordinating Council			
Removal of Short-Rate Cancellation Endorsement			
Social Engineering Fraud Insuring Agreement Endorsement			

Named Insureds:

Learning Community of Douglas and Sarpy Counties

The Harry A. Koch Co.

School Board Legal Liability

Named Insured: Learning Community of Douglas/Sarpy Co.
Insurance Company: Indian Harbor Insurance Co.
Policy Number: APPELL0952953
Policy Term: 3/26/2019 to 3/26/2020

School Board Legal Liability

Coverage Description	Limit	Ded	Remarks
Educators Errors and Omissions Liability	\$3,000,000	\$10,000	
Employment Practices Liability	\$3,000,000	\$10,000	
Policy Aggregate	\$3,000,000	\$10,000	
Supplementary Payments/Aggregate	\$50,000/ \$100,000		
Claims Made Coverage			
Minimum Earned Premium - 25%			
Retroactive Date 3/26/2009			
Service of Process			

Named Insureds:

Learning Community of Douglas and Sarpy Counties

The Harry A. Koch Co.

Premium Summary

Named Insured: Learning Community of Douglas/Sarpy Co.
Policy Term: 3/26/2019 to 3/26/2020

Description of Coverage	Last Term	This Term	Difference	Reason
Property	\$937	\$712	-\$225	
General Liability	\$17,953	\$18,322	\$369	
Employee Benefits Liability	\$300	\$300	\$0	
Sexual Abuse	\$677	\$690	\$13	
Automobile	\$465	\$465	\$0	
Workers' Compensation	\$2,863	\$2,807	-\$56	
Umbrella	\$5,296	\$5,296	\$0	
Crime (2 Year Term) 2019/2021	\$1,429	\$1,191	-\$238	
School Board Legal Liability	\$31,131 Fee \$495 S/L Tax \$948.78	\$31,131 Fee \$495 S/L Tax \$941.28	\$0 Fee \$0 S/L Tax -\$7.50	
Total Estimated Premium	\$62,494.78	\$62,350.28	(\$144.50)	

Available Premium Payment Plans:

Accident Fund:

Direct Bill – 1 pay (premium over \$400)
Direct Bill – 2 pay - 50% down and 1 installment
Direct Bill – 4 pay – 25% down and 3 installments (premium over \$1,000)
Direct Bill – 10 pay – 10% down and 9 installments (premium over \$4,000)
Mail down payments to PO Box 77000 Dept 77125, Detroit, MI 48277-0125

AmWins:

Agency Bill ; Annual

Philadelphia:

Direct Bill - 50% down and 2 installments (\$2,000 min prem)
Direct Bill - 25% down and 3 installments (\$2,000 min prem)
Direct Bill - 25% down and 5 installments (\$3,500 min prem)
Direct Bill - 25% down and 9 installments (\$6,000 min prem)
Each installment must be at least \$500
Mail down payments to
P O Box 70251, Philadelphia, PA 19176-0251

Travelers:

Direct Bill ; Annual (2 Year Term)

If an installment plan is selected, the insurance company may add a service charge to each installment.

Important Notes and Comments Regarding Quotations:

Note from Philadelphia:

Prior to binding we will require the following information be received:

- Free Abuse training provided at AbusePreventionSystems.com/PHLY (required for policies with \$1,000,000 in abuse coverage)

Bond Information:

Public Official Bond – Treasurer
Carol L. Hahn
Effective 1-31-19 / 1-31-20
Travelers Insurance
\$1,000,000 Limit
Annual Premium \$1,361

The Harry A. Koch Co.

General Liability – Rate Comparison

Named Insured: Learning Community of Douglas/Sarpy Co.
Insurance Company: Philadelphia Indemnity Insurance Co.
Policy Number: APPPHPK1788768
Policy Term: 3/26/2019 to 3/26/2020

State	Loc #	Class Code	Classification	Last Term Exposure	This Term Exposure
NE		61227	Nf Profit - Buildings Or Premises - Other - Noc	20,000	20,000
NE		91591	Contractors - Subcontracted Work - other than construction related work (Contract Amount)	8,000,000	8,000,000

The Harry A. Koch Co.

Workers' Compensation Rate Comparison

Named Insured: Learning Community of Douglas/Sarpy Co.
Insurance Company: Accident Fund Insurance Co of America
Policy Number: APPWCV6089368
Policy Term: 3/26/2019 to 3/26/2020

State: NE

CLASS	DESCRIPTION	Last term PAYROLL	This term PAYROLL	Last Term RATE	This Term Rate
8868	School: Professional Employees & Clerical	\$725,000	\$725,000	.42	.41

	Last Years Mod	This Years Mod
Experience Mod	.95	.95

OWH Proposed Advertising Contract 2019 -2020

1)WHY INVEST

- * Public Education: provides an efficient, cost-effective avenue for strategic plan priorities and communications plan strategies
- * Audience Reached: primarily online, frequently mobile, tends to be engaged, informed and interested in public education
- * Content: Builds awareness of why the Learning community is here. The package is a flexible mix of sponsored articles and online advertising that links to the Learning Community website.

2) SPONSORED CONTENT FEATURES

- * Topics are timely and aligned with OWH audience. Input is welcome and Learning Community requested changes pre-publication have been minimal.
- * OWH writers typically are former reporters or editors who adhere to journalistic standards. When Learning Community families agree to share their stories, we do advocate for their best interests in the overall approach.
- * Stories run on Omaha.com and/or Momaha.com. Results are amplified via the OWH Facebook page, one of the most engaged social media audiences in the Omaha metropolitan area.
- * Omaha.com digital ads build broad awareness and drive additional interest to the Learning Community website. Approximately 30 percent of the banner ads are targeted to reach specific audiences at important times. This works well.

3) OWH PACKAGE SUPPORTS STRATEGIC PRIORITIES

Build Positive Online Awareness

Sponsored Content - 3 features

Back to School | Graduations-Berkshire Hathaway |Legislative Session

7-day Run - 24 hours on Omaha.com home page /1.6M mobile views monthly
Low bounce/time on-site average over 1:30

Targeted & Run-of-Site Digital Ads

Reach	379K
Engagement Rate	Mobile Click Thru Rate .15
	Targeted Click Thru .11
OWH Facebook	96K Audience plus promoted post targeting 5K

IMPACT

LCDS Facebook	Amplifies engagement 10% or higher
---------------	------------------------------------

LCDS Website	(Nov- present)
Sessions	UP 15%
New	UP 16%
Mobile	UP 32 %
Tablets	UP 39 %
Referrals	UP 150% [Omaha.com top referral site]

4) TERMS

* \$15,000 is minimum level for lower overall rates within the contract – without a contract scheduling monthly would result in higher costs, lower impact and inconsistent presence

* negotiated contract includes analytics dashboard at no cost which allows efficient tracking of audience reach and level of engagement. Contract includes dedicated sponsor page for easy sharing on Omaha.com. See: <https://www.omaha.com/sponsored/learning-community/>

Omaha World-Herald 2019-2020 Opportunities

The Learning Community 2019-2020 Schedule					
Month			Digital		Monthly Cost
		Cost	Impressions	Cost	
April			50,000 ROS Impressions	\$337.50	\$737.50
			50,000 Targeted Impressions	\$400.00	
May	Omaha.com Sponsored Content & Momaha Sponsored Content Including Half Page Ad	\$4,000.00	100,000 Imprssions Incl. 50,000 Targeted Impressions	\$400.00	\$4,400.00
June			50,000 Targeted Impressions	\$400.00	\$737.50
			50,000 ROS	\$337.50	
July					
August	Momaha Sponsored Content Including Half Page Ad	\$1,624.00	100,000 ROS	\$675.00	\$2,299.00
September			100,000 ROS	\$675.00	\$675.00
October			75,000 ROS	\$575.00	\$575.00
November			75,000 ROS	\$575.00	\$575.00
December			50,000 ROS	\$337.50	\$337.50
January	Omaha.com Sponsored	\$3,500.00	100,000 Inc. ROS 50,000 Targeted	\$0.00 \$400.00	\$3,900.00
Feb					\$400.00
Mar					\$400.00
Annual Cost:					\$15,036.50

Signature: _____

Date: _____



1612 North 24th Street
Omaha, Nebraska 68110
Phone: 402.964.2405

Chief Executive Officer
David Patton

COORDINATING COUNCIL OFFICERS

Chair
Susan Kelley

Vice Chair
Allen Hager

Secretary
Jill Woodward

Treasurer
Carol Hahn

COUNCIL MEMBERS

Achievement Subcouncil 1
Dr. Bradley Ekwerekwu
Brian Thommes

Achievement Subcouncil 2
Dr. Cornelius Williams
Carol Hahn

Achievement Subcouncil 3
Mark Hoeger
Melinda Kozel

Achievement Subcouncil 4
Allen Hager
Susan Kelley

Achievement Subcouncil 5
Anayeli Martinez Real
Tonya Ward

Achievement Subcouncil 6
Mike Avery
Jill Woodward

MISSION

*Together with school districts
and community organizations as
partners, we demonstrate, share
and implement more effective
practices to measurably improve
educational outcomes for
children and families in poverty.*

VISION

*That all children within the
Learning Community achieve
academic success without
regard to social or economic
circumstance.*

LearningCommunityDS.org

March 8, 2019

The Campaign is a collaborative effort by foundations, nonprofit partners, business leaders, government agencies, states and communities across the nation to ensure that more children in low-income families succeed in school and graduate prepared for college, a career, and active citizenship. The Campaign focuses on an important predictor of school success and high school graduation – grade-level reading by the end of third grade.

Research shows that proficiency in reading by the end of third grade enables students to shift from learning to read to reading to learn, and to master the more complex subject matter they encounter in the fourth grade curriculum. Most students who fail to reach this critical milestone falter in the later grades and often drop out before earning a high school diploma. Yet two-thirds of U.S. fourth graders are not proficient readers, according to national reading assessment data. This disturbing statistic is made even worse by the fact that more than four out of every five low-income students miss this critical milestone.

Although schools must be accountable for helping all children achieve, providing effective teaching for all children in every classroom every day, the Campaign is based on the belief that schools cannot succeed alone. Engaged communities mobilized to remove barriers, expand opportunities, and assist parents in fulfilling their roles and responsibilities to serve as full partners in the success of their children are needed to assure student success.

This is a collaboration between UNO, United Way of the Midlands and the Buffett Early Childhood Institute. The program is in support of our strategic plan goal of program expansion, our legislative mandate to support early childhood education and our two generational support programming.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

UNITED WAY OF THE MIDLANDS

THIS PARTNERSHIP AGREEMENT ("Agreement") is entered into as of June 1, 2019 ("Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("Learning Community"), and United Way of the Midlands, a Nebraska nonprofit corporation ("United Way").

RECITALS

WHEREAS, Learning Community is committed to enhancing the academic success of elementary students residing in the Learning Community;

WHEREAS, Learning Community and United Way desire to work together to develop a Campaign for Grade Level Reading (the "Campaign") for the benefit of students residing in the Learning Community; and

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

1. Scope of Partnership. Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community and United Way hereby agree to collaborate on the development of the Campaign as outlined in the Campaign Description ("Campaign Description"), attached hereto as Exhibit "A," and by this reference specifically incorporated herein.

2. Term / Annual Review.

a. The term of this Agreement shall commence on the Effective Date and shall continue for three (3) years (the "Term"), unless earlier terminated as provided in this Agreement.

b. The parties agree to review the Campaign on an annual basis for any modifications that might be needed. Any such modifications mutually agreed to shall be memorialized in a written amendment to this Agreement signed by the parties. Each such amendment may incorporate subsequent technical proposals, projects and associated funding actions.

3. Payment & Billing. Subject to the terms and conditions set forth in this Agreement, during the Term Learning Community shall pay to United Way an amount not to exceed the amount provided for in the budget attached hereto as Exhibit "B" (the "Campaign Amount"), and by this reference specifically incorporated herein. Payment of the Campaign Amount shall be made to United Way as follows:

a. One-third (1/3) of the Campaign Amount shall be remitted on June 1, 2019;

b. One-third (1/3) of the Campaign Amount shall be remitted on or before June 1, 2020; and

c. One-third (1/3) of the Campaign Amount, which represents the final installment payment, will be remitted as set forth herein after 1) the conclusion of the Term,

or the termination of this Agreement, whichever is earlier, and 2) submission of the APR (as defined below) for the final year of the Term, or portion thereof, as applicable, and approval of same by Learning Community, which APR shall (i) include an invoice for Campaign expenditures during the Term; (ii) set forth an itemized listing of expenses actually incurred by United Way; and (iii) be accompanied by documentation substantiating all itemized expenses set forth on such invoice. Learning Community shall remit the final installment payment to United Way within thirty (30) days after review and approval of the invoice and APR submitted by United Way pursuant to this subsection; provided, however, that the amount remitted in the final installment shall not result in the total amount paid to United Way exceeding either the lesser of the budget amounts reflected on Exhibit B or the total amount of Campaign expenses actually incurred by United Way. If, at the conclusion of the Term or termination of the Agreement, as applicable, upon receipt and review of the APR, Learning Community has, after application of all remittances made pursuant to this Section 3, made payments to United Way which exceed the total amount of Campaign expenses actually incurred by United Way, United Way shall refund to Learning Community the amount by which the total remittances made by Learning Community exceed total expenses actually incurred.

d. The amount(s) to be paid by Learning Community as provided under this Section 3 shall constitute the entire consideration to be paid by Learning Community to United Way for the Campaign. 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 any party in connection with the Campaign.

e. Learning Community funds may not be used by United Way 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 United Way to any Coordinating Council member or Learning Community employee, or any immediate family member thereof, for any purpose. For purposes of this Section 3.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 United Way 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 United Way of such noncompliance; (ii) to protect the purpose and objectives of the Campaign or any other activities of Learning Community; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, United Way or the Campaign.

h. United Way 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 sixty (60) days prior written notice in accordance with Section 7 hereof.

4. Covenants / Warranties / Representations.

a. United Way hereby covenants, warrants and represents to Learning Community that:

i. The Campaign 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 United Way, Learning Community and the Campaign.

ii. There is no fact known to United Way, 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. United Way shall at all times during the Term maintain the following types, forms and amounts of Insurance:

(1) Commercial General Liability Insurance providing coverage to United Way 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. United Way 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 nonowned automobiles used by United Way, its employees, agents or representatives in conducting the Campaign;

(5) Workers' Compensation Insurance covering United Way and its employees for all costs, statutory benefits and liabilities under the Nebraska Workers' Compensation Act and similar laws for employees of United Way, 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. United Way 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 the Campaign, United Way shall provide a standard ACORD Certificate of Insurance evidencing such types, forms and amounts of insurance stated above are in effect. It is the United Way's sole responsibility to provide Learning Community notice of the cancelation or non-renewal of any required insurance. Failure of United Way to maintain all such insurance or to provide Learning Community notice of any cancellation or non-renewal thereof shall not relieve United Way 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 United Way shall not be construed as a waiver of United Way'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 United Way's interest in the Campaign. Such coverage and limits shall not be deemed or construed to be any limitation on the United Way's liabilities under any indemnification obligations provided to Learning Community under this Agreement.

iv. United Way further agrees that United Way shall:

(1) Not use Learning Community funds to provide, facilitate or discuss religious instruction, doctrine, worship or belief, nor will the Campaign include or discuss such concepts. United Way agrees that it will not utilize facilities used exclusively for religious services for the Campaign.

(2) Administer and maintain the Campaign in accordance with this Agreement and maintain documentation of all actions taken and expenditures incurred with regard to the Campaign. United Way acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Campaign and could result in United Way being required to return Learning Community funds to Learning Community.

(3) 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 United Way in conjunction with the Campaign.

(4) Provide leadership and coordination for the School Based Attendance Coalition and its monthly meeting.

(5) Provide in-kind supports to implement and sustain the Attendance Awareness Campaign.

(6) Pursue joint grant applications that align and support Campaign strategies and community outcomes.

(7) Assist with evaluation and analysis of the Campaign using data in the Community Solutions Action Plan ("CSAP").

b. Learning Community hereby covenants, warrants and represents to United Way that:

i. Learning Community shall at all times during the Term maintain Commercial General Liability insurance providing coverage to Learning Community and naming United Way 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.

ii. 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 United Way.

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

iv. Learning Community further agrees that Learning Community shall:

(1) Provide leadership and consultation on the development of the Campaign.

(2) Work in partnership with other entities (e.g. the Buffett Early Childhood Institute) on the development and execution of the early learning components of the Campaign.

(3) Serve on the leadership advisory committee to provide expertise and support in the development of the CSAP.

5. Reporting / Information Dissemination. United Way shall collect and report to Learning Community specified demographic and evaluation data for the Campaign and each Campaign participant as more specifically set forth in this Section. All reports made by United Way 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").

a. For each year of the Term (or portion thereof, in the event this Agreement is terminated prior to the conclusion of the Term), United Way shall prepare and submit to Learning Community a written Annual Performance Report ("APR") which shall include a

detailed account of all Campaign expenditures and a narrative description of Campaign activities and accomplishments, including progress made on Campaign participant learning outcomes. The purposes of the APR are to (1) report on the amount of progress made toward meeting the Campaign goals, which goals shall be mutually established by United Way and Learning Community in accordance with the Campaign Description, and (2) report quantitative and qualitative data that addresses the performance indicators for the Learning Community. The APR shall be submitted to the Learning Community on or before July 31 of each year. At the request of the Learning Community, United Way shall make a live presentation of the APR to the Learning Community Coordinating Council, or the Achievement Subcouncils.

b. Subject to applicable law, United Way 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 Campaign.

6. Publicity. Each party hereto shall allow the other party to review and approve the text of any proposed publicity or external communication concerning the Campaign prior to its release, which approval shall not be unreasonably withheld. Each party hereto may include information regarding the Campaign, 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.

7. Termination. This Agreement may be terminated at any time by mutual agreement of the parties or unilaterally by either party, with or without cause, by giving sixty (60) 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 United Way 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 fifteen (15) days after said notice is provided, which termination shall be effective upon written notice of termination to the party in breach or violation.

8. Independent Contractor. Nothing contained in this Agreement 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.

9. Indemnification.

a. United Way 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 United Way, its employees or agents in conducting the Campaign as specified in this Agreement and United Way further agrees to pay all expenses in defending against any claims made against the Learning Community Indemnified Parties; provided, however, that United Way shall not be liable for any injury,

damage or loss occasioned by the negligence or willful misconduct of the Learning Community Indemnified Parties.

b. Learning Community covenants and agrees to indemnify and hold harmless United Way, its members, directors, officers, consultants, agents and employees, and their successors and assigns, individually or collectively, (collectively, the "United Way 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 Campaign and Learning Community further agrees to pay all expenses in defending against any claims made against the United Way 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 United Way Indemnified Parties.

10. 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: Learning Community of Douglas and Sarpy Counties
Attn: David J. Patton, CEO
1612 N. 24th Street
Omaha, Nebraska 68110

If to United Way: United Way of the Midlands
Attn: Shawna Forsberg, President & CEO
2201 Farnam St.
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.

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

12. Compliance with Laws. The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Campaign, 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.

13. 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.

14. Citizenship Verification. United Way 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.

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

16. 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 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.

17. 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.

18. 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.

19. Entire Agreement. This Agreement, together with the recitals, as well as any exhibits, attachments, or schedules to an exhibit hereof, 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.

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

[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: _____

UNITED WAY OF THE MIDLANDS, a Nebraska
nonprofit corporation

By: _____
Shawna Forsberg, President and CEO

Date: _____

EXHIBIT A

Campaign for Grade Level Reading

EXHIBIT B

Budget

Funding Agency: United Way of the Midlands	REQUESTED BUDGET			
PI Name: M. Bruckner	Draft #1 12/12/2018			
Title:				
Dates: 12/01/2018-12/31/2021	50,000	50,000	50,000	
FTE per year	0.60284	0.59245	0.5823	
	Year 1	Year 2	Year 3	TOTAL
A. Senior personnel				
M. Bruckner, PI				
Administrator, FTE	34,965	34,964	34,965	104,894
				0
B. Other personnel				0
Graduate Assistant				0
Student workers	0			0
Salaries & Wages SUBTOTAL	34,965	34,965	34,965	104,895
C. Fringe Benefits				0
Full time faculty/staff @ 30%	10,490	10,490	10,490	31,470
Graduate Assistants @ 0.36%	0			0
Student workers/part time temporary @ 8.01%	0			0
Graduate Assistant health insurance \$2,038/yr with 10% increase				0
Fringe benefits SUBTOTAL	10,490	10,490	10,490	31,470
Salaries/Wages/Benefits TOTAL	45,455	45,455	45,455	136,365
H. Total Direct Costs	45,455	45,455	45,455	136,365
I. MTDC	45,455	45,455	45,455	136,365
J. Facilities and Administrative Costs 10% TDC	4,545	4,545	4,545	13,635
K. Total Costs	50,000	50,000	50,000	150,000
Salary increases estimated at 1.75% annually				
Tuition increases estimated at 3.2% annually				

	F&A Subsidy Request	
	Description	Calculation
A	F&A Rate Allowed by the Sponsor	46.50%
B	F&A Rate Requested	10.00%
C	Amount of F&A Allowed by Sponsor (dollars)	\$63,410
D	Amount of F&A Requested (dollars)	\$4,545
	Amount of F&A Wavied (subtract line "D" from line "C" to determine)	\$58,865
	If you will be requesting an F&A subsidy, please visit the link below to complete your request	
	https://mavgrants.unomaha.edu/ems/event.php?eventID=54	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	CONTACT NAME:	
	PHONE (A/C, No. Ext): 402-861-7000	FAX (A/C, No):
INSURED United Way of the Midlands 2201 Farnam Street, Ste 200 Omaha NE 68102	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Cincinnati Insurance Co	
	INSURER B: First Dakota Indemnity Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 10677		

COVERAGES**CERTIFICATE NUMBER:** 1527579326**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ETD0384627	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ETD0384627	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ETD0384627	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC02000299802018A	5/1/2018	5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Sexual Abuse & Molestation			ETD0384627	5/1/2018	5/1/2019	\$1mil / \$1mil \$1mil/\$1mil Each Incident/Agg Ea Claim/Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is primary, non contributory additional insured for General Liability, including ongoing and products & completed operations, if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract.

Waiver of Subrogation applies for General Liability & Workers Compensation if required by written contract executed prior to loss.

CERTIFICATE HOLDER**CANCELLATION**

Learning Community of Douglas and Sarpy Counties
1612 N 24th St.
Omaha NE 68110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Learning Community of Douglas and Sarpy Counties

Learning Community Policies & Procedures

Amended as of _____, 2016; amendments are effective immediately unless otherwise noted.

TABLE OF CONTENTS

	Page
SECTION 1. DEFINITIONS	1
SECTION 2. LEARNING COMMUNITY COORDINATING COUNCIL.....	2
SECTION 3. COORDINATING COUNCIL MEMBERS	8
SECTION 4. MEETINGS OF LEARNING COMMUNITY BODIES	11
SECTION 5. ACHIEVEMENT SUBCOUNCILS.....	12
SECTION 6. ADVISORY COMMITTEE	13
SECTION 7. ADMINISTRATION AND OPERATIONS.....	15
SECTION 8. RULES OF CONDUCT; ETHICAL ISSUES; CONFLICT OF INTEREST	18
SECTION 9. LEGISLATIVE ACTIVITY	19

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 1. DEFINITIONS

For purposes of the Learning Community Policies and Procedures, unless a policy defines a term, the following definitions apply:

- 1.1 Learning Community** means the Learning Community of Douglas and Sarpy Counties.
- 1.2 Coordinating Council** means the Learning Community Coordinating Council for the Learning Community of Douglas and Sarpy Counties.
- 1.3 Chair** means the Chair of the Coordinating Council.
- 1.4 CEO** means the Chief Executive Officer of the Learning Community.
- 1.5 Member School District** means any of the eleven (11) member school districts of the Learning Community.
- 1.6 Council Member** refers to all members of the Coordinating Council.
- 1.7 Open Meetings Act** refers to Neb. Rev. Stat. § 84-1407 to § 84-1414 (Supp. 2009), including subsequent amendments thereto.
- 1.8 Public Records Statutes** refers to Neb. Rev. Stat. § 84-712 to § 84-712.09 (2008), including subsequent amendments thereto.
- 1.9 Subcouncil District** means any of the six (6) subcouncil districts of the Learning Community.
- 1.10 Achievement Subcouncil** means the achievement subcouncil for a Subcouncil District, established in accordance with Neb. Rev. Stat. § 79-2117.
- 1.11 Advisory Committee** means the Advisory Committee of Member School District superintendents, established in accordance with Neb. Rev. Stat. § 79-2104.01.
- 1.12 Community Achievement Plan** means the plan required by Neb. Rev. Stat. §79-2122.

Amended: _____

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 2. LEARNING COMMUNITY COORDINATING COUNCIL

2.1 Coordinating Council Officers

2.1.1 The Officers of the Coordinating Council shall be those set forth in Bylaw 5.1 of the Coordinating Council. In the event that the Chair and the Vice Chair are either both absent or unable to perform their duties at a meeting of the Coordinating Council, the Coordinating Council shall, by a majority vote of the Council Members present, designate a presiding officer *pro tempore*.

Amended: _____

2.1.2 Election of Officers.

2.1.2.a The Chair will appoint the CEO to serve as the election official and legal counsel to assist the CEO. The election official will decide all contested points of the election process and such decision will be final and may not be appealed.

2.1.2.b Nominations for an office are open and can be made by either the candidate or another Council Member after being recognized by the election official. The candidate or other Council Member will be allowed to address the Coordinating Council for up to two (2) minutes. Only one person may speak on behalf of the candidate. There will be three (3) calls for nominations for an office, after which nominations from the floor will no longer be accepted.

Amended: _____

2.1.2.c At the close of nominations, the election official will appoint tellers to assist in the casting and tabulation of ballots. The tellers will distribute paper for Council Members to write their choice of candidate. There shall be no proxy voting. Council Members will fold their ballot prior to delivering it to a teller. The tellers will deliver the ballots to the election official and will assist in tallying the ballots. If only one (1) individual is nominated for an office, that individual may be elected by majority vote of the quorum via roll call vote.

Amended: _____

Additional rounds of balloting will continue with the elimination of one (1) or more candidates after each round until one (1) candidate has received a majority vote of those present and eligible to vote. No additional balloting will occur once a candidate has received a majority vote of those present and eligible to vote. A candidate may withdraw by asking for a point of personal privilege following any round of balloting.

If more than three (3) candidates are nominated, those candidates receiving fewer votes during the initial round of balloting than the three (3) candidates with the most votes will be eliminated. If three (3) or fewer candidates are nominated, the candidate receiving the fewest number of votes during the initial round of balloting shall be eliminated.

2.1.2.d In the case of ties, the following process shall be used: if, during the initial round of balloting, there are an equal number of votes for the third highest total, those candidates tied for third place or lower shall be eliminated. If in the initial round of balloting, there are an equal number of votes for the second highest total, all candidates with that total shall advance into the next round of balloting. For rounds of balloting with three (3) or fewer candidates, ties for those with the second highest number of votes will result in no candidate being eliminated and cause an additional round of balloting.

If the same vote totals for all candidates repeat for three (3) ballot cycles, and one (1) candidate has received the most votes, that candidate shall be selected by plurality. If there is a tie for the candidate receiving the most votes, the candidate selected shall be determined by lot.

2.1.2.e Elections will be conducted in the following order: Chair, Vice Chair, Secretary, Treasurer. At the conclusion of the election for Treasurer, the newly elected officers shall assume office.

2.1.2.f Beginning in January 2017, officers may serve a maximum of two consecutive years in a particular office, unless earlier removed for non-performance of duties. After serving two years in one office, that Council Member may be elected to a different officer position.

Adopted: _____; Effective 1/5/17

2.1.3 Vacancy in Office.

2.1.3.a When a vacancy exists for an officer of the Coordinating Council, an election to fill said office for the remainder of the unexpired term of the prior holder in office shall be conducted at the first Coordinating Council meeting held after the vacancy has occurred; provided, however, that in the case of a vacancy due to resignation, the election may occur prior to the effective date of the resignation of the current officer, with the elected Council Member taking office when said resignation is effective.

Amended: _____

2.1.3.b The Chair will serve as the election official for the election; provided, however, that if the vacancy is for the office of Chair, the CEO shall serve as the election official. The election official will decide all contested points of the election process, which decision shall be final and may not be appealed.

2.1.3.c Nominations shall be conducted in accordance with 2.1.2.b.

2.1.3.d Elections shall be conducted in accordance with 2.1.2.c and 2.1.2.d.

2.2 Coordinating Council Subcommittees

2.2.1 The Coordinating Council shall have four (4) standing subcommittees: Budget, Finance & Audit; Elementary Learning and Diversity; Legislation; and Executive Committee.

Amended: _____; Effective 1/5/17

2.2.2 The Coordinating Council may establish by resolution such other subcommittees or task forces as it deems necessary and appropriate to carry out the activities of the Learning Community.

2.2.3 Subcommittees are, and shall be considered, for purposes of the Open Meetings Act, a "subcommittee" of the Coordinating Council and shall, at all times, act in a manner consistent therewith.

2.2.4 Subcommittee Membership.

2.2.4.a The Budget, Finance & Audit Subcommittee, the Elementary Learning and Diversity Subcommittee, and the Legislation Committee shall each be composed of not more than six (6) Council Members, one from each Subcouncil District.

Amended: _____; Effective: 1/5/17

2.2.4.b The Executive Committee shall be composed of the four (4) Coordinating Council officers: Chair, Vice Chair, Secretary, and Treasurer and, at the Chair's discretion, up to two (2) additional Council Members, ~~who may, but are not required to, be from Subcouncil Districts which are not represented on the Executive Committee by one of the aforementioned subcommittee members~~; provided, however, that the Executive Committee shall not consist of more than six (6) Members.

Amended: _____; Effective: 1/5/17

2.2.4.c Except as set forth in Section 2.2.4.b, subcommittee members shall be designated by the Chair and approved by the Coordinating Council. Subcommittee members shall serve for a term of one (1) year until their successor is elected and qualified.

2.2.4.d Subcommittee chairs shall be designated by the Chair and approved by the Coordinating Council; provided, however, that the Treasurer shall be the Chair of the Budget, Finance and Audit Subcommittee.

2.2.4.e The CEO shall be an *ex officio* non-voting member of all subcommittees.

2.2.5 A majority of the Members on a subcommittee shall constitute a quorum for the transaction of business at any meeting of a subcommittee; provided, however, that if fewer than such number are present at a meeting, a majority of the subcommittee members present may adjourn the meeting from time to time without further notice.

Amended: _____

2.2.6 Council Members who are members of a subcommittee are expected to attend all meetings of the subcommittee ~~meeting~~, unless excused. In the event a Council Member is unable to attend a subcommittee, such Council Member shall notify the subcommittee chair and Learning Community office staff no less than forty-eight (48) hours prior to such meeting for the absence to be considered excused.

Adopted: _____

2.2.7 Each subcommittee member shall have a vote on matters which come before the subcommittee. Unless otherwise specifically stated herein, the act of a majority of the subcommittee members present at a meeting at which a quorum is present shall be the act of a subcommittee.

2.2.8 Each subcommittee shall keep accurate minutes of its meetings. The subcommittee chair shall designate a member of the subcommittee to be the recording secretary, which designation shall remain in effect until rescinded or terminated by the subcommittee chair. The recording secretary shall submit the minutes of a subcommittee meeting within seven (7) days of said meeting to the Learning Community office, which shall distribute said minutes to Council Members.

2.2.9 Council Members may request a subcommittee consider a matter within its functions, as set forth in Section 2.3 herein, by submitting a written request setting forth the matter in question to the subcommittee chair. All matters submitted by a Council Member to a subcommittee chair in writing shall be brought before said subcommittee for its attention.

A subcommittee member who would not otherwise be able to attend a meeting may, at the discretion of the subcommittee chair, participate in a meeting by telephone; provided, however, that the subcommittee member must request, and be granted, permission to participate by telephone

not less than two (2) hours prior to the meeting. More than one subcommittee member may request to participate in a meeting by telephone, each of whom shall be required to comply with the provisions of this Section 2.2.9. Subcommittee members physically present at the meeting location as well as subcommittee members participating in the meeting via telephone pursuant to this Section 2.2.9 shall be counted for purposes of determining quorum at the meeting. Notwithstanding the foregoing, no subcommittee member shall be permitted to participate in a meeting by telephone if said meeting, due to either the number of Members participating or the matters to be discussed, would constitute a meeting of a public body under the Open Meetings Act.

Amended: _____

2.3 Subcommittee Functions

2.3.1 The Budget, Finance & Audit Subcommittee shall address matters of finance, budget, investment, tax levy, and audit for the Learning Community. The subcommittee shall draft and propose budgets to the Coordinating Council; evaluate, recommend and supervise the financial transactions and arrangements, including banking, insurance and investment services, of the Learning Community; oversee, except where specific authority has been granted to another subcommittee, all contracts, agreements and arrangements of the Learning Community; oversee, subject to Coordinating Council approval, payments of the Learning Community; and develop and recommend tax levy rates to the Coordinating Council. The subcommittee shall oversee the accounting and financial reporting processes of the Learning Community; draft accounting and financial reporting policies and recommend same to the Coordinating Council for action; and review accounting and financial reporting policies adopted by the Coordinating Council and, when necessary, recommend amendments, revisions, or changes to such policies and rules. The subcommittee shall oversee the audits of the Learning Community's financial statements by the Auditor of Public Accounts or an independent auditor and is responsible for the engagement, subject to Coordinating Council approval, compensation, retention, and oversight thereof.

2.3.2 The Elementary Learning and Diversity Subcommittee shall:

2.3.2.a Oversee the diversity plan of the Learning Community, annually review the diversity plan to identify potential revisions or amendments thereto, confer with Member School Districts on the diversity plan and any potential amendments thereto, make recommendations to the Coordinating Council regarding the diversity plan and its implementation, and report to the Coordinating Council on the implementation of the diversity plan. The subcommittee shall review and approve the diversity report to the Education Committee of the Legislature in accordance with Neb. Rev. Stat. § 79-2118; and

Amended: _____; Effective 1/5/17

2.3.2.b Serve as a collaborative resource for the Achievement Subcouncils, the Coordinating Council and the Executive Director, Elementary Learning Centers in developing and ensuring the organization and the quality operation and programming funded by the elementary learning center levy under Neb. Rev. Stat. § 77-3442(2)(f). The subcommittee shall oversee the process by which elementary learning center budget monies are allocated amongst the Subcouncil Districts. The subcommittee shall evaluate the extent to which elementary learning center levy programming is achieving desired results to improve the academic success of elementary children and their families, particularly those challenged by poverty, limited English skills and mobility. The subcommittee shall host forums that facilitate sharing of practices and information amongst Member School Districts and across the Subcouncil Districts.

Amended: _____; Effective 1/5/17

2.3.3 The Legislation Subcommittee shall review all legislation proposed before the Legislature and shall advise and recommend positions to the Coordinating Council with regard to any such

legislation which pertains to or would directly affect the Learning Community, the Coordinating Council, the Achievement Subcouncils, the Advisory Committee (collectively, the "Entities"), or the statutory authority thereof. The subcommittee may propose that legislation which pertains to the Entities, or the statutory authority thereof, be drafted and, if the Coordinating Council subsequently approves any such proposal, shall oversee the drafting of such legislation and the efforts to obtain passage thereof. The subcommittee shall, in conjunction with legislative counsel, monitor all proposed legislation which pertains to or would directly affect the Entities, or the statutory authority thereof, as well as all legislation which pertains to one or more of the Member School Districts, and advise the Coordinating Council as necessary. In carrying out its activities, the subcommittee may confer with legislative counsel as it deems necessary.

Amended: _____

2.3.4 The Executive Committee shall serve as an advisory group for the Achievement Subcouncils and the Advisory Committee on the activities thereof and for the Chair during times when the Coordinating Council is not in session. The Executive Committee shall advise the Chair on the Coordinating Council agenda. The Executive Committee shall receive regular reports on litigation, if any, to which the Entities, or any of them, are a party; provided, however, that said reports shall neither preclude nor serve as a substitute for regular reports on any such litigation to the Coordinating Council. The Executive Committee shall review and advise the Coordinating Council on the annual report to the Education Committee of the Legislature in accordance with Neb. Rev. Stat. § 79-2104.02. The Executive Committee shall review for approval all requests of Council Members to attend workshops, conferences, forums or programs.

Amended: _____

2.3.4.a In addition to the functions and duties described in 2.3.4, the Executive Committee shall assume and carry out the duties and functions previously served and performed by the Administration & Personnel Subcommittee prior to August 1, 2016. Thus, the Executive Committee shall address matters of administration, operations and personnel for the Coordinating Council. The Executive Committee shall oversee the day-to-day operations of the Learning Community and, except where specific authority has been granted to another subcommittee, the CEO, or other Learning Community administrator or employee, all contracts, agreements and arrangements related to personnel and staffing. The Executive Committee shall review the bylaws, rules and policies adopted by the Coordinating Council and, when necessary, recommend amendments, revisions, or changes to such bylaws, rules and policies. Except where specific authority has been granted to another subcommittee, the Executive Committee shall draft rules and policies for the operation and conduct of the Entities and recommend same to the Coordinating Council for action; and

Amended: _____; **Effective 1/5/17**

2.3.5 In carrying out its activities, a subcommittee may confer with the legal, accounting, audit, banking, insurance and other professional advisors of the Learning Community as it deems necessary.

2.4 Coordinating Council Meetings

2.4.1 The agenda for all Coordinating Council meetings shall be prepared by the Chair and finalized after consultation with the Executive Committee. A Council Member may request that an item be placed on the agenda by submitting a written request to the Chair at least one (1) business day before the Executive Committee meeting. Once the agenda has been finalized by the Chair, only items which, in the judgment of the Chair, cannot be brought before the Coordinating Council at a subsequent meeting may be placed on the agenda for the next Coordinating Council meeting,

provided such items are placed on the agenda not less than twenty-four hours prior to the scheduled commencement of the Coordinating Council meeting. Notwithstanding the foregoing, an item shall be placed on the agenda by the Chair upon receipt of a written request from three (3) Council Members not less than forty-eight (48) hours prior to the scheduled commencement of the Coordinating Council meeting.

2.4.2 All meetings of the Coordinating Council shall be conducted in a manner consistent with the Open Meetings Act, the Learning Community Bylaws, and these Policies and Procedures. In the absence of a controlling bylaw or policy, the Chair may utilize Robert's Rules of Order as authority.

Amended: _____

2.4.3 Public comment shall be accepted at all regular meetings of the Coordinating Council. Public comment may be permitted at special meetings of the Coordinating Council and, if so permitted, the agenda for said special meeting shall state that public comment will be accepted. Individuals who wish to address the Coordinating Council must complete a "Public Comment Request" form and submit same to the Chair prior to or at the beginning of the public comment period during which the individual wishes to be heard. An individual will be called to address the Coordinating Council in the order his or her request is received. An individual shall be permitted to address the Coordinating Council for no more than three (3) minutes.

2.4.4 All Council Members are expected to attend the regular meetings of the Coordinating Council and any special meetings of the Coordinating Council that are called, unless excused. In the event a Council Member is unable to attend a regular or special meeting of the Coordinating Council, such Council Member shall notify the Chair and Learning Community office staff no less than forty-eight (48) hours prior to such meeting for the absence to be considered excused.

Adopted: _____

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 3. COORDINATING COUNCIL MEMBERS

3.1 Council Member Vacancy

3.1.1 Vacancies in office for Council Members shall occur only in accordance with Neb. Rev. Stat. § 32-560.

Amended: _____

3.1.2 Absent good cause, a vacancy shall be filled within forty-five (45) days after the vacancy occurs in accordance with Neb. Rev. Stat. § 32-567; § 32-574.

Amended: _____

3.1.3 Upon receipt of notice of the occurrence of a vacancy, the Chair shall declare said seat vacant and initiate the vacancy appointment process set forth in this section. The Chair shall direct the CEO, or, if the CEO is unavailable, a designated Learning Community employee, to inform the general public that the vacancy exists and that the process to fill the vacancy has been initiated and to advise the general public on the process itself. Said information shall be provided to the general public through Learning Community communication methods, by distribution of such information to each Member School District which is located within the boundaries of the Subcouncil District for which the vacancy exists, and by news release.

Amended: _____

3.1.4 Application for Appointment

3.1.4.a Any individual seeking appointment to fill an existing vacancy shall submit a completed application on an application form approved by the Executive Committee ("Application"). The Application shall include a verification by the individual submitting same that the information set forth in the Application is true and that they are qualified to hold the office if appointed.

Amended: _____

3.1.4.b Completed Applications must be submitted in person or by U.S. mail. Completed Applications must be received, either by personal delivery or U.S. mail, at the main office of the Learning Community by 5:00 p.m. on the first business day that is at least ten (10) calendar days after the date of distribution of the news release ("Application Deadline"). Applications received at 5:00 p.m. on the Application Deadline or thereafter will not be considered.

Amended: _____

3.1.5 Designation of Finalists

3.1.5.a All Applications eligible for consideration shall be provided to each remaining Council Member.

Amended: _____

3.1.5.b Within five (5) calendar days of the Application Deadline, for each Application considered, the remaining Council Members shall advise the Chair if they want to interview

the Applicant. An Applicant whom a majority of the remaining Council Members want to interview shall be designated as a candidate ("Candidate") and interviewed by the Coordinating Council.

Amended: _____

3.1.5.c At the next regular meeting of the Coordinating Council, or at a special meeting of the Coordinating Council, the Coordinating Council shall interview all Candidates and nominate the finalists for the vacancy ("Finalists").

Amended: _____

3.1.5.d After all Candidates have been interviewed, the Coordinating Council shall vote on recommended Finalists by written ballot. The number of votes cast for each Candidate shall be publicly announced at the meeting.

Amended: _____

3.1.5.e A Candidate who receives a majority of the votes cast shall be designated as a Finalist. The Coordinating Council may designate at least one (1), but not more than three (3), Candidates as Finalists. If there is only one (1) Candidate, the Coordinating Council may decline to designate said Candidate as a Finalist if he or she does not receive a majority of the votes cast. If no Candidate receives a majority of the votes cast, then no Candidate shall be designated as a Finalist, and the Chair shall declare the current application process concluded without appointment and a new application process shall be commenced in accordance with this policy.

Amended: _____

3.1.6 Consideration of Finalists

3.1.6.a Following consideration of the Finalists, the remaining Council Members shall vote by written ballot to select the appointee. The number of votes cast for each Finalist shall be publicly announced at the meeting. The Finalist that receives a majority vote from the remaining Council Members shall become the appointee.

Amended: _____

3.1.6.b If there are more than two (2) Finalists, and no Finalist receives a majority vote, then the Finalist with the least votes shall be eliminated and subsequent ballots shall ensue until one (1) Finalist receives a majority vote; provided, however, that if no Finalist receives a majority vote after three (3) ballots involving the same two (2) Finalists have been conducted, the Chair shall declare the current application process concluded without appointment and a new application process shall be commenced.

3.1.7 The appointee shall be sworn in at either the same meeting at which the vote was conducted or at the next meeting of the Coordinating Council. Upon being sworn in, the appointee shall have all privileges and responsibilities of an Council Member.

Amended: _____

3.2 Conference Attendance

3.2.1 The Coordinating Council supports the continuing education of Council Members on issues of importance to the Learning Community. Funds shall be budgeted annually to support such continuing education.

3.2.2 Council Members may be reimbursed for out-of-pocket costs incurred at conferences and activities which have been approved in accordance with this policy and all other applicable policies of the Learning Community.

3.2.3 Each Council Member may, upon prior approval of the Executive Committee, attend one (1) national educational conference per fiscal year that is in keeping with the focus and priorities of the Learning Community. A Council Member who serves on the Executive Committee shall recuse him or herself from any vote on his or her attendance request.

3.2.4 Educational conference attendance priority will be given to: (a) Council Members who are not eligible to attend such conferences through other affiliations which include costs associated with conference attendance; (b) Council Members chairing or directly involved in Learning Community efforts directly relating to the offerings of the educational conference.

3.2.5 Educational conference attendance priority will be given to conferences: (a) offered within the State of Nebraska; (b) sponsored by organizations of which the Learning Community is a member.

3.2.6 Council Members attending educational conferences on behalf of the Learning Community shall provide to the Coordinating Council a written summary on the conference, including an overview of programs attended and copies of conference materials.

3.2.7 Council Members shall be solely responsible for all expenses which would not have been otherwise incurred which result from family members accompanying the Council Member to an educational conference. The Learning Community will not reimburse the Council Member for any such expenses.

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 4. MEETINGS OF LEARNING COMMUNITY BODIES

4.1 Legal Notice to Public

4.1.1 Legal notice of each meeting of the Coordinating Council and the Advisory Committee shall be given to the public at least three (3) days prior to the date of said meeting; Achievement Subcouncils' legal notice shall be given to the public at least one (1) day prior to the date of said meeting; provided, however, that legal notice of any matter scheduled for public hearing shall be given to the public at least five (5) days prior to the date of the public hearing. Notice of Coordinating Council, Achievement Subcouncil, and Advisory Committee meetings shall be communicated to the public by legal notice in THE DAILY RECORD OR THE OMAHA WORLD HERALD. Said notice shall set forth the date, time, and place of the meeting and contain an agenda of subjects known at the time of the publicized notice, or a statement that the agenda shall be readily available for public inspection during normal business hours at the principal office of the Learning Community.

The date, time and place of each meeting of the Coordinating Council, Achievement Subcouncils and the Advisory Committee shall be provided to the Member School Districts and Educational Service Unit #3 and shall be placed on the website of the Learning Community.

Amended: _____

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 5. ACHIEVEMENT SUBCOUNCILS

5.1 [Reserved]

5.2 Composition. For each of the six (6) subcouncil districts, the Coordinating Council shall have an Achievement Subcouncil consisting of the two (2) Council Members representing each such Subcouncil District. A quorum shall consist of the two (2) Council Members representing the Subcouncil District. Each Achievement Subcouncil shall:

- Develop a Diversity Plan recommendation for the territory in its Subcouncil District that will provide educational opportunities which will result in increased diversity in schools in the subcouncil district;
- Administer elementary learning centers in cooperation with the elementary learning center executive director;
- Review the poverty plans and limited English proficiency plans for the schools located in its Subcouncil District and offer suggestions to improve the plans and the coordination between such plans and the Community Achievement Plan;
- Receive community input and complaints regarding the Learning Community and academic achievement in the Subcouncil District; and
- Hold public hearings at its discretion in its subcouncil district in response to issues raised by residents of the Subcouncil District regarding the Learning Community, a Member District, and academic achievement in the Subcouncil District.

Each Achievement Subcouncil shall meet as necessary; provided, however, that each subcouncil shall conduct at least one (1) public hearing within its applicable election district during each school year

Amended: _____; Effective: 1/5/17

5.3 Tiebreaker. For any matter in which the two members of the Achievement Subcouncil cannot come to unanimous agreement, the deciding vote may be cast by the Executive Committee.

Adopted: _____; Effective 1/5/17

5.4 Meeting Attendance. Council Members who are members of on Achievement Subcouncil are expected to attend all meetings of the Achievement Subcouncil, unless excused. In the event a Council Member is unable to attend an Achievement Subcouncil meeting, such Council Member shall notify the Chair, Learning Community office staff, and the other Achievement Subcouncil member no less than forty-eight (48) hours prior to such meeting for the absence to be considered excused.

Adopted: _____

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 6. ADVISORY COMMITTEE

6.1 General Charge. The Advisory Committee will provide advice and input to the Coordinating Council.

6.2 Composition. The Advisory Committee will be composed of the superintendent from each Member School District. A superintendent may designate a representative to attend Advisory Committee meetings in his or her place.

6.3 Functions

6.3.1 The Advisory Committee, in accordance with state law, shall:

- Collaborate with the Coordinating Council on the development, implementation and evaluation of the Community Achievement Plan;
- Review proposals for focus programs, focus schools, magnet schools, and pathways;
- Provide recommendations for improving the Learning Community's Diversity Plan;
- Review results and provide recommendations to the Coordinating Council regarding the implementation and administration of early childhood programs for children in poverty; and
- Provide input to the Coordinating Council on other issues as requested.

Amended: _____

6.3.2 The Advisory Committee described in Neb. Rev. Stat. § 79-2104.01 shall: submit a plan as provided in subdivision (4) of Neb. Rev. Stat. § 79-2104.01 to the Coordinating Council for any early childhood education programs for children in poverty and the services to be provided by such programs. In developing the plan, the Advisory Committee shall seek input from Member School Districts and community resources and collaborate with such resources in order to maximize the available opportunities and resources for such programs. The Advisory Committee may, as part of such plan, recommend services to be provided through contract with, or grants to, school districts to provide or contract for some or all of the services. The Advisory Committee shall take special efforts to establish early childhood education programs for children in poverty so that such programs are readily available and accessible to children and families located in areas with a high concentration of poverty.

Amended: _____

6.3.3 The Chair and Vice Chair of the Coordinating Council (or their designee) shall meet with the Advisory Committee and Learning Community administrators at least twice annually to discuss the Community Achievement Plan, results of evaluations conducted with Learning Community or school district funds, best practices for improving achievement, particularly for students with achievement obstacles, Learning Community programs, and other matters related to improving education for students within the Learning Community and throughout the State. Other Council Members and/or appropriate third-party experts and resources may be invited to participate in the discussions.

Adopted: _____

6.3.4 In furtherance of Section 6.3.1, the Coordinating Council requests that the Advisory Committee provide input on: short term and long term direction for the Learning Community; questions submitted to the Advisory Committee by the Coordinating Council, subcommittees or task forces of the Learning Community; opportunities for productive inter-district collaboration; significant Learning Community activities; recommended advocacy positions for the Coordinating Council on issues affecting children and their learning; and such other issues as the Coordinating Council or Advisory Committee shall determine.

6.4 Advisory Committee Operation

6.4.1 All meetings of the Advisory Committee are subject to the Open Meetings Act and shall be conducted in accordance therewith.

6.4.2 At the last meeting of the Advisory Committee held on or before July 31st of each year, the superintendents shall designate a superintendent to serve as the Advisory Committee liaison with the Learning Community. The liaison shall: in consultation with the CEO, select dates for Advisory Committee meetings and develop each meeting agenda; receive input from superintendents on agenda items for Advisory Committee meetings; and receive input on improving operations of the Advisory Committee.

6.4.3 Meetings of the Advisory Committee will be convened when input is needed or requested from the Committee. Absent extraordinary circumstances, thirty (30) days' notice will be provided for each meeting.

6.4.4 The CEO will facilitate the operation of Advisory Committee meetings. Meetings may include presentations or engagement with Learning Community staff or third parties if appropriate to the agenda item.

6.4.5 In providing advice, input, or recommendations to the Coordinating Council, it will be desirable to have consensus amongst the superintendents, but consensus is not mandatory. Given the advisory role of the Advisory Committee, the Coordinating Council is interested in the variety of perspectives provided by the superintendents.

6.4.6 Minutes of each meeting of the Advisory Committee shall be distributed to the superintendents and designated representatives, the Council Members and the CEO. The CEO shall provide a summary review of each Advisory Committee meeting to the Coordinating Council.

Amended: 10/17/13

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 7. ADMINISTRATION AND OPERATIONS

7.1 Relationship of Coordinating Council and Management. The Coordinating Council is responsible for hiring and periodically evaluating Learning Community management through processes and structures established by the Coordinating Council. Management is responsible for the day-to-day oversight and management of the business and affairs of the Learning Community. The CEO shall oversee all personnel matters, including the hiring, supervision and termination of Learning Community personnel, and group benefits; draft policies related to day-to-day operations and personnel of the Learning Community and recommend same to the Coordinating Council for action; and review such policies adopted by the Coordinating Council and, when necessary, recommend amendments, revisions, or changes to such policies.

Amended: _____

7.2 Electronic Resources

7.2.1 As used in this Section 7.2, the term “user” refers to Council Members, employees (whether full-time, part-time or limited-term), independent contractors, consultants, invitees, guests and others having authorized access to, and using any of, the Learning Community’s computers or electronic communications resources. The phrase “computer and electronic communications resources” includes, but is not limited to, host computers, file servers, stand alone computers, laptops, printers, fax machines, phones, on-line services, email systems, bulletin board systems, and all software that is owned, licensed, leased or operated by the Learning Community.

7.2.2 All use of such resources shall be in an honest, ethical, and legal manner that conforms to applicable license agreements, contracts, and practices regarding their intended use, as well as applicable laws and the Learning Community’s Bylaws and Policies and Procedures.

Amended: _____

7.2.3 All information and messages that are created, sent, received, accessed, or stored on the Learning Community’s computer and electronic communications resources constitute Learning Community information and records. **All Learning Community information and records are subject to the Public Records Statutes.** Council Members shall be notified by the CEO if a Public Records Statutes request is made which specifically pertains to their use of computer and electronic communications resources.

7.2.4 All hardware (laptops, computers, monitors, peripherals, LCD projectors, printers, telephones, fax machines, and the like) issued by the Learning Community and the information stored on them is the property of the Learning Community. Users may not physically alter or attempt repairs on any hardware at any time, nor may users download or otherwise install unapproved software, operating systems, or applications on such hardware.

Amended: _____

7.2.5 Users have no privacy rights in connection with their use of the computer and electronic communications resources provided by the Learning Community. The Learning Community reserves the right to monitor, access, retrieve, and read all messages or other information created, sent, received, or stored on the computer and electronic communications resources without prior notice to the originators and recipients of such messages.

7.2.6 Council Members and employees shall not provide their passwords to any third party; provided, however, that all Council Member and employee passwords shall be made available to

the Learning Community's computer and electronic communications resources system administrator in order to evaluate and respond to a Public Records Statutes request, court order, subpoena or other governmental or regulatory investigation or, if necessary, may be overridden to conduct such evaluation and response. Council Members and employees may not enable unauthorized third parties to have access to or use Learning Community computer and electronic communications resources, nor may they otherwise jeopardize the security of such resources.

7.2.7 Access to and use of Learning Community online accounts, specifically banking and payroll service provider accounts, shall only occur through computers owned and utilized by the Learning Community. No online access shall be performed from a computer owned by any other party.

7.2.8 Use of the Learning Community's electronic communication systems to copy, modify, or transmit documents, software, information or other materials protected by copyright, trademark, patent or trade secrecy laws, without obtaining prior written permission from the owner of such rights in such materials, is prohibited.

7.2.9 The following uses of the Learning Community's electronic communications systems, which are not exclusive, are prohibited:

7.2.9.a Engaging in any communication that is discriminatory, defamatory, pornographic, obscene, racist, sexist or that evidences religious bias, or is otherwise of a derogatory nature toward any specific person, or toward any race, nationality, gender, marital status, sexual orientation, religion, disability, physical characteristic, or age group.

7.2.9.b Browsing or downloading and/or forwarding and/or printing pornographic, profane, discriminatory, threatening or otherwise offensive material from any source including, but not limited to, the Internet.

7.2.9.c Engaging in any communication that is in violation of federal, state or local laws, or in violation of the Learning Community's Bylaws, or Policies and Procedures.

Amended: _____

7.2.9.d Proselytizing or promoting any religious belief or tenet.

7.2.9.e Campaigning for or against any candidate for political office or any ballot proposal or issue.

7.2.9.f Unauthorized use of passwords to gain access to another user's information or communications on the Learning Community's systems or elsewhere.

7.2.9.g Advertising, solicitation or other commercial, non-programmatic use.

7.2.9.h Knowingly introducing a computer virus into the Learning Community's communication system or otherwise knowingly causing damage to the Learning Community's systems.

7.2.9.i Excessive personal use of the Learning Community's technologies that preempts any business activity or interferes with office productivity.

7.2.9.j Sending email messages under an assumed name or obscuring the origin of an email message sent or received.

7.2.10 Violations of this Section 7.2 may result in the loss of access to the computer and electronic communications resources of the Learning Community. Violations of this Section 7.2 by a Council Member shall be handled by the Executive Committee upon recommendation of the Chair and CEO; provided, however, that if a violation of this Section 7.2 is by the Chair, the recommendation shall be made by the Vice Chair and CEO.

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 8. ~~RULES~~CODE OF CONDUCT; ETHICAL ISSUES; CONFLICT OF INTEREST

8.1 Political Activity

8.1.1 No personnel, property, resources or funds of the Learning Community shall be used for the purpose of campaigning for or against the nomination or election of a candidate for public office or the qualification, passage, or defeat of a ballot question. No Council Member, official, employee or agent of the Learning Community shall use or authorize the use of personnel, property, resources or funds of the Learning Community for the purpose of campaigning for or against the nomination or election of a candidate for public office or the qualification, passage, or defeat of a ballot question.

8.1.2 The Learning Community shall not incur any expenditure for the purpose of campaigning for or against the nomination or election of a candidate for public office or the qualification, passage, or defeat of a ballot question. This prohibition does not apply to lobbying on behalf of the Learning Community in accordance with the Nebraska Political Accountability and Disclosure Act.

8.1.3 The Learning Community shall not endorse any candidate for public office.

8.2 Conflicts of Interest

8.2.1 Each Council Member shall, on an annual basis, disclose in writing whether he or she has any financial interests or family relationships that could give rise to a conflict of interest in any matter coming before the Coordinating Council and recuse him or herself from voting on any such issue that arises thereafter. Any conflict concerns will be resolved by the Learning Community's legal counsel.

Adopted: _____

8.3 Confidential Information

8.3.1 All information about individuals, families or organizations served by the Learning Community or who access such services is confidential. No such information may be shared with any person or organization outside the Coordinating Council without the prior written approval of the CEO.

~~8.4~~ 8.4 Fraud

8.3.2 Council Members, officials, and employees of the Learning Community shall report known or suspected instances of fraudulent activity in accordance with the Fraud Guidelines found in the Learning Community Accounting Policies and Procedures Manual. Any fraudulent activity that is discovered or suspected will be reported immediately to the CEO. If the CEO is either involved or suspected to be involved in the fraudulent activity, the report will be made to the Chair of the Budget, Finance and Audit Subcommittee.

Approved: 10/17/13

8.4 Code of Conduct

The Coordinating Council has adopted this Section 8.5 (Code of Conduct) (the "Code") to aid in the Learning Community's responsibility to carry out its important role while maintaining effective relationships with Learning Community staff, member school district administrators and staff, and community members.

A Council Member has no legal powers unless participating at a meeting that complies with the Nebraska Open Meetings Law, or acting on behalf of the Coordinating Council after the Coordinating Council formally grants authority to do so. Thus, it is essential that every Council Member work as a member of the broader leadership team to perform their duties and act in a manner consistent with the Code.

This Code will be interpreted and enforced in accordance with all applicable laws.

Council Members' actions, verbal and nonverbal, help shape the attitude and the beliefs the public holds about the Learning Community. Therefore, Council Members must conduct themselves professionally and in a manner fitting to the responsibility of their duty.

Each Council Member shall follow the code of conduct.

Each Council Member will

- Listen.
- Respect the opinion of others.
- Recognize the integrity of his or her predecessors and the merit of their work.
- Be motivated only by an earnest desire to serve the Learning Community and the students of its member school districts in the best possible way.
- Not use the Learning Community or any part of the Learning Community programming or services for his or her own personal advantage or for the personal advantage of his or her friends or supporters.
- Recognize that to promise in advance of a meeting how he or she will vote on any proposition which is to be considered is to close his or her mind and agree not to think through other facts and points of view which may be presented in the meeting.
- Recognize that authority rests with the Coordinating Council pursuant to Neb. Revised Statute Section 79-2104.
- Make no disparaging remarks, in or out of the Coordinating Council meeting, about other Council Members.
- Express his or her honest and most thoughtful opinions in Coordinating Council meetings in an effort to have decisions made for the best interest of the students and the Learning Community program.
- Abide by majority decisions of the Coordinating Council since authority is granted as a body and not individually.
- Endeavor to keep informed on local, state, and national educational developments of significance.

Board Governance

- Attend all regularly scheduled Coordinating Council meetings, insofar as possible, and review advance materials provided.
- Respect the confidentiality of privileged information and make no individual decisions or commitments that would compromise the Coordinating Council.

- Work with other Council Members to establish effective policies and to delegate authority for the administration of the Learning Community to the CEO.
- Comply with Learning Community policies, all applicable local, state and federal laws and regulations and guidance from the CEO and experts whose opinion the Coordinating Council has sought (including legal, financial, accounting, and educational advisors), when making decisions.
- Maintain confidentiality of information and discussion conducted in closed session.
- Review essential facts, consider others' ideas, and then present personal opinions during Coordinating Council deliberations but, once the Coordinating Council vote has been taken, support Coordinating Council decisions regardless of how individuals voted.
- Act only as a member of the Coordinating Council and do not assume any individual authority when the Coordinating Council is not in session, unless otherwise directed by the Coordinating Council.
- Request utilization of Coordinating Council legal counsel, when required for full and informed Coordinating Council consideration of issues requiring legal expertise, through the CEO or Coordinating Council Board Chair.
- Maintain a priority focus during Coordinating Council meeting time on Coordinating Council matters and not personal agendas.
- Retain independent judgment and refuse to surrender that judgment to individuals or special interest groups.
- Voice opinions respectfully and maintain good relations with other council members, and administrators and school staff of member school districts, and members of the public.
- Support new Coordinating Council members by sharing experience and knowledge.

Coordinating Council - CEO Relations

- Respect that the CEO and his or her staff are responsible and accountable for the delivery of the programs and the conduct of Learning Community operations and, therefore, be respectful of their time when making individual inquiries.
- Ensure strong management of the Learning Community by hiring, setting goals with and evaluating the CEO.
- Refer complaints, requests, and concerns to the CEO.
- Avoid making commitments that may compromise the decision-making ability of the Coordinating Council or staff.
- Maintain open and candid communication with the CEO.
- Recognize that a Council Member's responsibility is to see that the Learning Community programs are well run, but not to run them.

Personnel and Community Relations

- Recognize that the Coordinating Council's hiring authority as set forth in the Bylaws is to "employ such individuals as the Coordinating Council deems necessary and appropriate for the transaction and conduct of its business."

- Individual Council Members shall not give directives to any employee, publicly or privately.
- Consider the needs of the entire community and vote for what is best for those we serve as allowed by statutory authority.
- Request that periodic surveys be conducted with the community to assess the quality of services and programming and use the data to establish and monitor goals.

Conflict of Interest

- Do not solicit or receive directly or indirectly any gift or compensation in return for making a recommendation or casting a vote.
- Do not receive anything of value by contract or otherwise, from the Learning Community unless it is received:
 - as a result of a contract accepted after a public bid.
 - in public recognition of service or achievement.
 - as expenses allowed by law for official duties performed as a member of the Coordinating Council.
- Follow the Learning Community's conflict of interest policy.

Consequences

- Failure to abide by the Code may result in disciplinary action in accordance with the below guidelines. The Executive Committee will consider alleged violations of the Code and will determine appropriate action after discussion with the applicable Council Member.
 - First Offense: a verbal discussion with the Vice Chair and Chair.
 - Second Offense: written notice of disapproval from the Executive Committee.
 - Third and Subsequent Offenses: public censure.

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 9. LEGISLATIVE ACTIVITY

9.1 Authority

9.1.1 The Coordinating Council shall establish all positions of the Learning Community on legislative matters.

9.1.2 In general, legislative matters will not be considered for action by the Coordinating Council until the Legislation Subcommittee has reviewed same and made a recommendation to the Coordinating Council on such matters.

Document comparison by Workshare 9.5 on Wednesday, March 13, 2019 5:49:58 PM

Input:	
Document 1 ID	netdocuments://4846-4906-1941/10
Description	Learning Community Policies and Procedures - 2016 Revision
Document 2 ID	C:\Users\mhers\ND Office Echo\VAULT-Margaret.Hershiser@kole\Learning Community Policies and Procedures - 2016 Revision 4846-4906-1941 v.11.doc
Description	C:\Users\mhers\ND Office Echo\VAULT-Margaret.Hershiser@kole\Learning Community Policies and Procedures - 2016 Revision 4846-4906-1941 v.11.doc
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	102
Deletions	4
Moved from	0
Moved to	0

Style change	0
Format changed	0
Total changes	106

Learning Community of Douglas and Sarpy Counties

Learning Community Policies & Procedures

Amended as of _____, 2016; amendments are effective immediately unless otherwise noted.

TABLE OF CONTENTS

	Page
SECTION 1. DEFINITIONS.....	1
SECTION 2. LEARNING COMMUNITY COORDINATING COUNCIL	2
SECTION 3. COORDINATING COUNCIL MEMBERS	8
SECTION 4. MEETINGS OF LEARNING COMMUNITY BODIES	11
SECTION 5. ACHIEVEMENT SUBCOUNCILS	12
SECTION 6. ADVISORY COMMITTEE	13
SECTION 7. ADMINISTRATION AND OPERATIONS	15
SECTION 8. RULES OF CONDUCT; ETHICAL ISSUES; CONFLICT OF INTEREST	18
SECTION 9. LEGISLATIVE ACTIVITY	19

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 1. DEFINITIONS

For purposes of the Learning Community Policies and Procedures, unless a policy defines a term, the following definitions apply:

- 1.1 Learning Community** means the Learning Community of Douglas and Sarpy Counties.
- 1.2 Coordinating Council** means the Learning Community Coordinating Council for the Learning Community of Douglas and Sarpy Counties.
- 1.3 Chair** means the Chair of the Coordinating Council.
- 1.4 CEO** means the Chief Executive Officer of the Learning Community.
- 1.5 Member School District** means any of the eleven (11) member school districts of the Learning Community.
- 1.6 Council Member** refers to all members of the Coordinating Council.
- 1.7 Open Meetings Act** refers to Neb. Rev. Stat. § 84-1407 to § 84-1414 (Supp. 2009), including subsequent amendments thereto.
- 1.8 Public Records Statutes** refers to Neb. Rev. Stat. § 84-712 to § 84-712.09 (2008), including subsequent amendments thereto.
- 1.9 Subcouncil District** means any of the six (6) subcouncil districts of the Learning Community.
- 1.10 Achievement Subcouncil** means the achievement subcouncil for a Subcouncil District, established in accordance with Neb. Rev. Stat. § 79-2117.
- 1.11 Advisory Committee** means the Advisory Committee of Member School District superintendents, established in accordance with Neb. Rev. Stat. § 79-2104.01.
- 1.12 Community Achievement Plan** means the plan required by Neb. Rev. Stat. § 79-2122.

Amended: _____

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 2. LEARNING COMMUNITY COORDINATING COUNCIL

2.1 Coordinating Council Officers

2.1.1 The Officers of the Coordinating Council shall be those set forth in Bylaw 5.1 of the Coordinating Council. In the event that the Chair and the Vice Chair are either both absent or unable to perform their duties at a meeting of the Coordinating Council, the Coordinating Council shall, by a majority vote of the Council Members present, designate a presiding officer *pro tempore*.

Amended: _____

2.1.2 Election of Officers.

2.1.2.a The Chair will appoint the CEO to serve as the election official and legal counsel to assist the CEO. The election official will decide all contested points of the election process and such decision will be final and may not be appealed.

2.1.2.b Nominations for an office are open and can be made by either the candidate or another Council Member after being recognized by the election official. The candidate or other Council Member will be allowed to address the Coordinating Council for up to two (2) minutes. Only one person may speak on behalf of the candidate. There will be three (3) calls for nominations for an office, after which nominations from the floor will no longer be accepted.

Amended: _____

2.1.2.c At the close of nominations, the election official will appoint tellers to assist in the casting and tabulation of ballots. The tellers will distribute paper for Council Members to write their choice of candidate. There shall be no proxy voting. Council Members will fold their ballot prior to delivering it to a teller. The tellers will deliver the ballots to the election official and will assist in tallying the ballots. If only one (1) individual is nominated for an office, that individual may be elected by majority vote of the quorum via roll call vote.

Amended: _____

Additional rounds of balloting will continue with the elimination of one (1) or more candidates after each round until one (1) candidate has received a majority vote of those present and eligible to vote. No additional balloting will occur once a candidate has received a majority vote of those present and eligible to vote. A candidate may withdraw by asking for a point of personal privilege following any round of balloting.

If more than three (3) candidates are nominated, those candidates receiving fewer votes during the initial round of balloting than the three (3) candidates with the most votes will be eliminated. If three (3) or fewer candidates are nominated, the candidate receiving the fewest number of votes during the initial round of balloting shall be eliminated.

2.1.2.d In the case of ties, the following process shall be used: if, during the initial round of balloting, there are an equal number of votes for the third highest total, those candidates tied for third place or lower shall be eliminated. If in the initial round of balloting, there are an equal number of votes for the second highest total, all candidates with that total shall advance into the next round of balloting. For rounds of balloting with

three (3) or fewer candidates, ties for those with the second highest number of votes will result in no candidate being eliminated and cause an additional round of balloting.

If the same vote totals for all candidates repeat for three (3) ballot cycles, and one (1) candidate has received the most votes, that candidate shall be selected by plurality. If there is a tie for the candidate receiving the most votes, the candidate selected shall be determined by lot.

2.1.2.e Elections will be conducted in the following order: Chair, Vice Chair, Secretary, Treasurer. At the conclusion of the election for Treasurer, the newly elected officers shall assume office.

2.1.2.f Beginning in January 2017, officers may serve a maximum of two consecutive years in a particular office, unless earlier removed for non-performance of duties. After serving two years in one office, that Council Member may be elected to a different officer position.

Adopted: _____; Effective 1/5/17

2.1.3 Vacancy in Office.

2.1.3.a When a vacancy exists for an officer of the Coordinating Council, an election to fill said office for the remainder of the unexpired term of the prior holder in office shall be conducted at the first Coordinating Council meeting held after the vacancy has occurred; provided, however, that in the case of a vacancy due to resignation, the election may occur prior to the effective date of the resignation of the current officer, with the elected Council Member taking office when said resignation is effective.

Amended: _____

2.1.3.b The Chair will serve as the election official for the election; provided, however, that if the vacancy is for the office of Chair, the CEO shall serve as the election official. The election official will decide all contested points of the election process, which decision shall be final and may not be appealed.

2.1.3.c Nominations shall be conducted in accordance with 2.1.2.b.

2.1.3.d Elections shall be conducted in accordance with 2.1.2.c and 2.1.2.d.

2.2 Coordinating Council Subcommittees

2.2.1 The Coordinating Council shall have four (4) standing subcommittees: Budget, Finance & Audit; Elementary Learning and Diversity; Legislation; and Executive Committee.

Amended: _____; Effective 1/5/17

2.2.2 The Coordinating Council may establish by resolution such other subcommittees or task forces as it deems necessary and appropriate to carry out the activities of the Learning Community.

2.2.3 Subcommittees are, and shall be considered, for purposes of the Open Meetings Act, a "subcommittee" of the Coordinating Council and shall, at all times, act in a manner consistent therewith.

2.2.4 Subcommittee Membership.

2.2.4.a The Budget, Finance & Audit Subcommittee, the Elementary Learning and Diversity Subcommittee, and the Legislation Committee shall each be composed of not more than six (6) Council Members, one from each Subcouncil District.

Amended: _____; **Effective:** 1/5/17

2.2.4.b The Executive Committee shall be composed of the four (4) Coordinating Council officers: Chair, Vice Chair, Secretary, and Treasurer and, at the Chair's discretion, up to two (2) additional Council Members; provided, however, that the Executive Committee shall not consist of more than six (6) Members.

Amended: _____; **Effective:** 1/5/17

2.2.4.c Except as set forth in Section 2.2.4.b, subcommittee members shall be designated by the Chair and approved by the Coordinating Council. Subcommittee members shall serve for a term of one (1) year until their successor is elected and qualified.

2.2.4.d Subcommittee chairs shall be designated by the Chair and approved by the Coordinating Council; provided, however, that the Treasurer shall be the Chair of the Budget, Finance and Audit Subcommittee.

2.2.4.e The CEO shall be an *ex officio* non-voting member of all subcommittees.

2.2.5 A majority of the Members on a subcommittee shall constitute a quorum for the transaction of business at any meeting of a subcommittee; provided, however, that if fewer than such number are present at a meeting, a majority of the subcommittee members present may adjourn the meeting from time to time without further notice.

Amended: _____

2.2.6 Council Members who are members of a subcommittee are expected to attend all meetings of the subcommittee, unless excused. In the event a Council Member is unable to attend a subcommittee, such Council Member shall notify the subcommittee chair and Learning Community office staff no less than forty-eight (48) hours prior to such meeting for the absence to be considered excused.

Adopted: _____

2.2.7 Each subcommittee member shall have a vote on matters which come before the subcommittee. Unless otherwise specifically stated herein, the act of a majority of the subcommittee members present at a meeting at which a quorum is present shall be the act of a subcommittee.

2.2.8 Each subcommittee shall keep accurate minutes of its meetings. The subcommittee chair shall designate a member of the subcommittee to be the recording secretary, which designation shall remain in effect until rescinded or terminated by the subcommittee chair. The recording secretary shall submit the minutes of a subcommittee meeting within seven (7) days of said meeting to the Learning Community office, which shall distribute said minutes to Council Members.

2.2.9 Council Members may request a subcommittee consider a matter within its functions, as set forth in Section 2.3 herein, by submitting a written request setting forth the matter in question to the subcommittee chair. All matters submitted by a Council Member to a subcommittee chair in writing shall be brought before said subcommittee for its attention.

A subcommittee member who would not otherwise be able to attend a meeting may, at the discretion of the subcommittee chair, participate in a meeting by telephone; provided, however, that the subcommittee member must request, and be granted, permission to participate by telephone not less than two (2) hours prior to the meeting. More than one subcommittee member may request to participate in a meeting by telephone, each of whom shall be required to comply with the provisions of this Section 2.2.9. Subcommittee members physically present at the meeting location as well as subcommittee members participating in the meeting via telephone pursuant to this Section 2.2.9 shall be counted for purposes of determining quorum at the meeting. Notwithstanding the foregoing, no subcommittee member shall be permitted to participate in a meeting by telephone if said meeting, due to either the number of Members participating or the matters to be discussed, would constitute a meeting of a public body under the Open Meetings Act.

Amended: _____

2.3 Subcommittee Functions

2.3.1 The Budget, Finance & Audit Subcommittee shall address matters of finance, budget, investment, tax levy, and audit for the Learning Community. The subcommittee shall draft and propose budgets to the Coordinating Council; evaluate, recommend and supervise the financial transactions and arrangements, including banking, insurance and investment services, of the Learning Community; oversee, except where specific authority has been granted to another subcommittee, all contracts, agreements and arrangements of the Learning Community; oversee, subject to Coordinating Council approval, payments of the Learning Community; and develop and recommend tax levy rates to the Coordinating Council. The subcommittee shall oversee the accounting and financial reporting processes of the Learning Community; draft accounting and financial reporting policies and recommend same to the Coordinating Council for action; and review accounting and financial reporting policies adopted by the Coordinating Council and, when necessary, recommend amendments, revisions, or changes to such policies and rules. The subcommittee shall oversee the audits of the Learning Community's financial statements by the Auditor of Public Accounts or an independent auditor and is responsible for the engagement, subject to Coordinating Council approval, compensation, retention, and oversight thereof.

2.3.2 The Elementary Learning and Diversity Subcommittee shall:

2.3.2.a Oversee the diversity plan of the Learning Community, annually review the diversity plan to identify potential revisions or amendments thereto, confer with Member School Districts on the diversity plan and any potential amendments thereto, make recommendations to the Coordinating Council regarding the diversity plan and its implementation, and report to the Coordinating Council on the implementation of the diversity plan. The subcommittee shall review and approve the diversity report to the Education Committee of the Legislature in accordance with Neb. Rev. Stat. § 79-2118; and

Amended: _____; **Effective 1/5/17**

2.3.2.b Serve as a collaborative resource for the Achievement Subcouncils, the Coordinating Council and the Executive Director, Elementary Learning Centers in developing and ensuring the organization and the quality operation and programming funded by the elementary learning center levy under Neb. Rev. Stat. § 77-3442(2)(f). The subcommittee shall oversee the process by which elementary learning center budget monies are allocated amongst the Subcouncil Districts. The subcommittee shall evaluate the extent to which elementary learning center levy programming is achieving desired results to improve the academic success of elementary children and their families, particularly those challenged by poverty, limited English skills and mobility. The subcommittee shall host forums that facilitate sharing of practices and information amongst Member School Districts and across the Subcouncil Districts.

Amended: _____; Effective 1/5/17

2.3.3 The Legislation Subcommittee shall review all legislation proposed before the Legislature and shall advise and recommend positions to the Coordinating Council with regard to any such legislation which pertains to or would directly affect the Learning Community, the Coordinating Council, the Achievement Subcouncils, the Advisory Committee (collectively, the "Entities"), or the statutory authority thereof. The subcommittee may propose that legislation which pertains to the Entities, or the statutory authority thereof, be drafted and, if the Coordinating Council subsequently approves any such proposal, shall oversee the drafting of such legislation and the efforts to obtain passage thereof. The subcommittee shall, in conjunction with legislative counsel, monitor all proposed legislation which pertains to or would directly affect the Entities, or the statutory authority thereof, as well as all legislation which pertains to one or more of the Member School Districts, and advise the Coordinating Council as necessary. In carrying out its activities, the subcommittee may confer with legislative counsel as it deems necessary.

Amended: _____

2.3.4 The Executive Committee shall serve as an advisory group for the Achievement Subcouncils and the Advisory Committee on the activities thereof and for the Chair during times when the Coordinating Council is not in session. The Executive Committee shall advise the Chair on the Coordinating Council agenda. The Executive Committee shall receive regular reports on litigation, if any, to which the Entities, or any of them, are a party; provided, however, that said reports shall neither preclude nor serve as a substitute for regular reports on any such litigation to the Coordinating Council. The Executive Committee shall review and advise the Coordinating Council on the annual report to the Education Committee of the Legislature in accordance with Neb. Rev. Stat. § 79-2104.02. The Executive Committee shall review for approval all requests of Council Members to attend workshops, conferences, forums or programs.

Amended: _____

2.3.4.a In addition to the functions and duties described in 2.3.4, the Executive Committee shall assume and carry out the duties and functions previously served and performed by the Administration & Personnel Subcommittee prior to August 1, 2016. Thus, the Executive Committee shall address matters of administration, operations and personnel for the Coordinating Council. The Executive Committee shall oversee the day-to-day operations of the Learning Community and, except where specific authority has been granted to another subcommittee, the CEO, or other Learning Community administrator or employee, all contracts, agreements and arrangements related to personnel and staffing. The Executive Committee shall review the bylaws, rules and policies adopted by the Coordinating Council and, when necessary, recommend amendments, revisions, or changes to such bylaws, rules and policies. Except where specific authority has been granted to another subcommittee, the Executive Committee shall draft rules and policies for the operation and conduct of the Entities and recommend same to the Coordinating Council for action; and

Amended: _____; Effective 1/5/17

2.3.5 In carrying out its activities, a subcommittee may confer with the legal, accounting, audit, banking, insurance and other professional advisors of the Learning Community as it deems necessary.

2.4 Coordinating Council Meetings

2.4.1 The agenda for all Coordinating Council meetings shall be prepared by the Chair and finalized after consultation with the Executive Committee. A Council Member may request that an

item be placed on the agenda by submitting a written request to the Chair at least one (1) business day before the Executive Committee meeting. Once the agenda has been finalized by the Chair, only items which, in the judgment of the Chair, cannot be brought before the Coordinating Council at a subsequent meeting may be placed on the agenda for the next Coordinating Council meeting, provided such items are placed on the agenda not less than twenty-four hours prior to the scheduled commencement of the Coordinating Council meeting. Notwithstanding the foregoing, an item shall be placed on the agenda by the Chair upon receipt of a written request from three (3) Council Members not less than forty-eight (48) hours prior to the scheduled commencement of the Coordinating Council meeting.

2.4.2 All meetings of the Coordinating Council shall be conducted in a manner consistent with the Open Meetings Act, the Learning Community Bylaws, and these Policies and Procedures. In the absence of a controlling bylaw or policy, the Chair may utilize Robert's Rules of Order as authority.

Amended: _____

2.4.3 Public comment shall be accepted at all regular meetings of the Coordinating Council. Public comment may be permitted at special meetings of the Coordinating Council and, if so permitted, the agenda for said special meeting shall state that public comment will be accepted. Individuals who wish to address the Coordinating Council must complete a "Public Comment Request" form and submit same to the Chair prior to or at the beginning of the public comment period during which the individual wishes to be heard. An individual will be called to address the Coordinating Council in the order his or her request is received. An individual shall be permitted to address the Coordinating Council for no more than three (3) minutes.

2.4.4 All Council Members are expected to attend the regular meetings of the Coordinating Council and any special meetings of the Coordinating Council that are called, unless excused. In the event a Council Member is unable to attend a regular or special meeting of the Coordinating Council, such Council Member shall notify the Chair and Learning Community office staff no less than forty-eight (48) hours prior to such meeting for the absence to be considered excused.

Adopted: _____

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 3. COORDINATING COUNCIL MEMBERS

3.1 Council Member Vacancy

3.1.1 Vacancies in office for Council Members shall occur only in accordance with Neb. Rev. Stat. § 32-560.

Amended: _____

3.1.2 Absent good cause, a vacancy shall be filled within forty-five (45) days after the vacancy occurs in accordance with Neb. Rev. Stat. § 32-567; § 32-574.

Amended: _____

3.1.3 Upon receipt of notice of the occurrence of a vacancy, the Chair shall declare said seat vacant and initiate the vacancy appointment process set forth in this section. The Chair shall direct the CEO, or, if the CEO is unavailable, a designated Learning Community employee, to inform the general public that the vacancy exists and that the process to fill the vacancy has been initiated and to advise the general public on the process itself. Said information shall be provided to the general public through Learning Community communication methods, by distribution of such information to each Member School District which is located within the boundaries of the Subcouncil District for which the vacancy exists, and by news release.

Amended: _____

3.1.4 Application for Appointment

3.1.4.a Any individual seeking appointment to fill an existing vacancy shall submit a completed application on an application form approved by the Executive Committee ("Application"). The Application shall include a verification by the individual submitting same that the information set forth in the Application is true and that they are qualified to hold the office if appointed.

Amended: _____

3.1.4.b Completed Applications must be submitted in person or by U.S. mail. Completed Applications must be received, either by personal delivery or U.S. mail, at the main office of the Learning Community by 5:00 p.m. on the first business day that is at least ten (10) calendar days after the date of distribution of the news release ("Application Deadline"). Applications received at 5:00 p.m. on the Application Deadline or thereafter will not be considered.

Amended: _____

3.1.5 Designation of Finalists

3.1.5.a All Applications eligible for consideration shall be provided to each remaining Council Member.

Amended: _____

3.1.5.b Within five (5) calendar days of the Application Deadline, for each Application considered, the remaining Council Members shall advise the Chair if they want to

interview the Applicant. An Applicant whom a majority of the remaining Council Members want to interview shall be designated as a candidate ("Candidate") and interviewed by the Coordinating Council.

Amended: _____

3.1.5.c At the next regular meeting of the Coordinating Council, or at a special meeting of the Coordinating Council, the Coordinating Council shall interview all Candidates and nominate the finalists for the vacancy ("Finalists").

Amended: _____

3.1.5.d After all Candidates have been interviewed, the Coordinating Council shall vote on recommended Finalists by written ballot. The number of votes cast for each Candidate shall be publicly announced at the meeting.

Amended: _____

3.1.5.e A Candidate who receives a majority of the votes cast shall be designated as a Finalist. The Coordinating Council may designate at least one (1), but not more than three (3), Candidates as Finalists. If there is only one (1) Candidate, the Coordinating Council may decline to designate said Candidate as a Finalist if he or she does not receive a majority of the votes cast. If no Candidate receives a majority of the votes cast, then no Candidate shall be designated as a Finalist, and the Chair shall declare the current application process concluded without appointment and a new application process shall be commenced in accordance with this policy.

Amended: _____

3.1.6 Consideration of Finalists

3.1.6.a Following consideration of the Finalists, the remaining Council Members shall vote by written ballot to select the appointee. The number of votes cast for each Finalist shall be publicly announced at the meeting. The Finalist that receives a majority vote from the remaining Council Members shall become the appointee.

Amended: _____

3.1.6.b If there are more than two (2) Finalists, and no Finalist receives a majority vote, then the Finalist with the least votes shall be eliminated and subsequent ballots shall ensue until one (1) Finalist receives a majority vote; provided, however, that if no Finalist receives a majority vote after three (3) ballots involving the same two (2) Finalists have been conducted, the Chair shall declare the current application process concluded without appointment and a new application process shall be commenced.

3.1.7 The appointee shall be sworn in at either the same meeting at which the vote was conducted or at the next meeting of the Coordinating Council. Upon being sworn in, the appointee shall have all privileges and responsibilities of an Council Member.

Amended: _____

3.2 Conference Attendance

3.2.1 The Coordinating Council supports the continuing education of Council Members on issues of importance to the Learning Community. Funds shall be budgeted annually to support such continuing education.

3.2.2 Council Members may be reimbursed for out-of-pocket costs incurred at conferences and activities which have been approved in accordance with this policy and all other applicable policies of the Learning Community.

3.2.3 Each Council Member may, upon prior approval of the Executive Committee, attend one (1) national educational conference per fiscal year that is in keeping with the focus and priorities of the Learning Community. A Council Member who serves on the Executive Committee shall recuse him or herself from any vote on his or her attendance request.

3.2.4 Educational conference attendance priority will be given to: (a) Council Members who are not eligible to attend such conferences through other affiliations which include costs associated with conference attendance; (b) Council Members chairing or directly involved in Learning Community efforts directly relating to the offerings of the educational conference.

3.2.5 Educational conference attendance priority will be given to conferences: (a) offered within the State of Nebraska; (b) sponsored by organizations of which the Learning Community is a member.

3.2.6 Council Members attending educational conferences on behalf of the Learning Community shall provide to the Coordinating Council a written summary on the conference, including an overview of programs attended and copies of conference materials.

3.2.7 Council Members shall be solely responsible for all expenses which would not have been otherwise incurred which result from family members accompanying the Council Member to an educational conference. The Learning Community will not reimburse the Council Member for any such expenses.

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 4. MEETINGS OF LEARNING COMMUNITY BODIES

4.1 Legal Notice to Public

4.1.1 Legal notice of each meeting of the Coordinating Council and the Advisory Committee shall be given to the public at least three (3) days prior to the date of said meeting; Achievement Subcouncils' legal notice shall be given to the public at least one (1) day prior to the date of said meeting; provided, however, that legal notice of any matter scheduled for public hearing shall be given to the public at least five (5) days prior to the date of the public hearing. Notice of Coordinating Council, Achievement Subcouncil, and Advisory Committee meetings shall be communicated to the public by legal notice in THE DAILY RECORD OR THE OMAHA WORLD HERALD. Said notice shall set forth the date, time, and place of the meeting and contain an agenda of subjects known at the time of the publicized notice, or a statement that the agenda shall be readily available for public inspection during normal business hours at the principal office of the Learning Community.

The date, time and place of each meeting of the Coordinating Council, Achievement Subcouncils and the Advisory Committee shall be provided to the Member School Districts and Educational Service Unit #3 and shall be placed on the website of the Learning Community.

Amended: _____

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 5. ACHIEVEMENT SUBCOUNCILS

5.1 [Reserved]

5.2 Composition. For each of the six (6) subcouncil districts, the Coordinating Council shall have an Achievement Subcouncil consisting of the two (2) Council Members representing each such Subcouncil District. A quorum shall consist of the two (2) Council Members representing the Subcouncil District. Each Achievement Subcouncil shall:

- Develop a Diversity Plan recommendation for the territory in its Subcouncil District that will provide educational opportunities which will result in increased diversity in schools in the subcouncil district;
- Administer elementary learning centers in cooperation with the elementary learning center executive director;
- Review the poverty plans and limited English proficiency plans for the schools located in its Subcouncil District and offer suggestions to improve the plans and the coordination between such plans and the Community Achievement Plan;
- Receive community input and complaints regarding the Learning Community and academic achievement in the Subcouncil District; and
- Hold public hearings at its discretion in its subcouncil district in response to issues raised by residents of the Subcouncil District regarding the Learning Community, a Member District, and academic achievement in the Subcouncil District.

Each Achievement Subcouncil shall meet as necessary; provided, however, that each subcouncil shall conduct at least one (1) public hearing within its applicable election district during each school year

Amended: _____; **Effective:** 1/5/17

5.3 Tiebreaker. For any matter in which the two members of the Achievement Subcouncil cannot come to unanimous agreement, the deciding vote may be cast by the Executive Committee.

Adopted: _____; **Effective** 1/5/17

5.4 Meeting Attendance. Council Members who are members of on Achievement Subcouncil are expected to attend all meetings of the Achievement Subcouncil, unless excused. In the event a Council Member is unable to attend an Achievement Subcouncil meeting, such Council Member shall notify the Chair, Learning Community office staff, and the other Achievement Subcouncil member no less than forty-eight (48) hours prior to such meeting for the absence to be considered excused.

Adopted: _____

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 6. ADVISORY COMMITTEE

6.1 General Charge. The Advisory Committee will provide advice and input to the Coordinating Council.

6.2 Composition. The Advisory Committee will be composed of the superintendent from each Member School District. A superintendent may designate a representative to attend Advisory Committee meetings in his or her place.

6.3 Functions

6.3.1 The Advisory Committee, in accordance with state law, shall:

- Collaborate with the Coordinating Council on the development, implementation and evaluation of the Community Achievement Plan;
- Review proposals for focus programs, focus schools, magnet schools, and pathways;
- Provide recommendations for improving the Learning Community's Diversity Plan;
- Review results and provide recommendations to the Coordinating Council regarding the implementation and administration of early childhood programs for children in poverty; and
- Provide input to the Coordinating Council on other issues as requested.

Amended: _____

6.3.2 The Advisory Committee described in Neb. Rev. Stat. § 79-2104.01 shall: submit a plan as provided in subdivision (4) of Neb. Rev. Stat. § 79-2104.01 to the Coordinating Council for any early childhood education programs for children in poverty and the services to be provided by such programs. In developing the plan, the Advisory Committee shall seek input from Member School Districts and community resources and collaborate with such resources in order to maximize the available opportunities and resources for such programs. The Advisory Committee may, as part of such plan, recommend services to be provided through contract with, or grants to, school districts to provide or contract for some or all of the services. The Advisory Committee shall take special efforts to establish early childhood education programs for children in poverty so that such programs are readily available and accessible to children and families located in areas with a high concentration of poverty.

Amended: _____

6.3.3 The Chair and Vice Chair of the Coordinating Council (or their designee) shall meet with the Advisory Committee and Learning Community administrators at least twice annually to discuss the Community Achievement Plan, results of evaluations conducted with Learning Community or school district funds, best practices for improving achievement, particularly for students with achievement obstacles, Learning Community programs, and other matters related to improving education for students within the Learning Community and throughout the State. Other Council Members and/or appropriate third-party experts and resources may be invited to participate in the discussions.

Adopted: _____

6.3.4 In furtherance of Section 6.3.1, the Coordinating Council requests that the Advisory Committee provide input on: short term and long term direction for the Learning Community; questions submitted to the Advisory Committee by the Coordinating Council, subcommittees or task forces of the Learning Community; opportunities for productive inter-district collaboration; significant Learning Community activities; recommended advocacy positions for the Coordinating Council on issues affecting children and their learning; and such other issues as the Coordinating Council or Advisory Committee shall determine.

6.4 Advisory Committee Operation

6.4.1 All meetings of the Advisory Committee are subject to the Open Meetings Act and shall be conducted in accordance therewith.

6.4.2 At the last meeting of the Advisory Committee held on or before July 31st of each year, the superintendents shall designate a superintendent to serve as the Advisory Committee liaison with the Learning Community. The liaison shall: in consultation with the CEO, select dates for Advisory Committee meetings and develop each meeting agenda; receive input from superintendents on agenda items for Advisory Committee meetings; and receive input on improving operations of the Advisory Committee.

6.4.3 Meetings of the Advisory Committee will be convened when input is needed or requested from the Committee. Absent extraordinary circumstances, thirty (30) days' notice will be provided for each meeting.

6.4.4 The CEO will facilitate the operation of Advisory Committee meetings. Meetings may include presentations or engagement with Learning Community staff or third parties if appropriate to the agenda item.

6.4.5 In providing advice, input, or recommendations to the Coordinating Council, it will be desirable to have consensus amongst the superintendents, but consensus is not mandatory. Given the advisory role of the Advisory Committee, the Coordinating Council is interested in the variety of perspectives provided by the superintendents.

6.4.6 Minutes of each meeting of the Advisory Committee shall be distributed to the superintendents and designated representatives, the Council Members and the CEO. The CEO shall provide a summary review of each Advisory Committee meeting to the Coordinating Council.

Amended: 10/17/13

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 7. ADMINISTRATION AND OPERATIONS

7.1 Relationship of Coordinating Council and Management. The Coordinating Council is responsible for hiring and periodically evaluating Learning Community management through processes and structures established by the Coordinating Council. Management is responsible for the day-to-day oversight and management of the business and affairs of the Learning Community. The CEO shall oversee all personnel matters, including the hiring, supervision and termination of Learning Community personnel, and group benefits; draft policies related to day-to-day operations and personnel of the Learning Community and recommend same to the Coordinating Council for action; and review such policies adopted by the Coordinating Council and, when necessary, recommend amendments, revisions, or changes to such policies.

Amended: _____

7.2 Electronic Resources

7.2.1 As used in this Section 7.2, the term “user” refers to Council Members, employees (whether full-time, part-time or limited-term), independent contractors, consultants, invitees, guests and others having authorized access to, and using any of, the Learning Community’s computers or electronic communications resources. The phrase “computer and electronic communications resources” includes, but is not limited to, host computers, file servers, stand alone computers, laptops, printers, fax machines, phones, on-line services, email systems, bulletin board systems, and all software that is owned, licensed, leased or operated by the Learning Community.

7.2.2 All use of such resources shall be in an honest, ethical, and legal manner that conforms to applicable license agreements, contracts, and practices regarding their intended use, as well as applicable laws and the Learning Community’s Bylaws and Policies and Procedures.

Amended: _____

7.2.3 All information and messages that are created, sent, received, accessed, or stored on the Learning Community’s computer and electronic communications resources constitute Learning Community information and records. **All Learning Community information and records are subject to the Public Records Statutes.** Council Members shall be notified by the CEO if a Public Records Statutes request is made which specifically pertains to their use of computer and electronic communications resources.

7.2.4 All hardware (laptops, computers, monitors, peripherals, LCD projectors, printers, telephones, fax machines, and the like) issued by the Learning Community and the information stored on them is the property of the Learning Community. Users may not physically alter or attempt repairs on any hardware at any time, nor may users download or otherwise install unapproved software, operating systems, or applications on such hardware.

Amended: _____

7.2.5 Users have no privacy rights in connection with their use of the computer and electronic communications resources provided by the Learning Community. The Learning Community reserves the right to monitor, access, retrieve, and read all messages or other information created, sent, received, or stored on the computer and electronic communications resources without prior notice to the originators and recipients of such messages.

7.2.6 Council Members and employees shall not provide their passwords to any third party; provided, however, that all Council Member and employee passwords shall be made available to the Learning Community's computer and electronic communications resources system administrator in order to evaluate and respond to a Public Records Statutes request, court order, subpoena or other governmental or regulatory investigation or, if necessary, may be overridden to conduct such evaluation and response. Council Members and employees may not enable unauthorized third parties to have access to or use Learning Community computer and electronic communications resources, nor may they otherwise jeopardize the security of such resources.

7.2.7 Access to and use of Learning Community online accounts, specifically banking and payroll service provider accounts, shall only occur through computers owned and utilized by the Learning Community. No online access shall be performed from a computer owned by any other party.

7.2.8 Use of the Learning Community's electronic communication systems to copy, modify, or transmit documents, software, information or other materials protected by copyright, trademark, patent or trade secrecy laws, without obtaining prior written permission from the owner of such rights in such materials, is prohibited.

7.2.9 The following uses of the Learning Community's electronic communications systems, which are not exclusive, are prohibited:

7.2.9.a Engaging in any communication that is discriminatory, defamatory, pornographic, obscene, racist, sexist or that evidences religious bias, or is otherwise of a derogatory nature toward any specific person, or toward any race, nationality, gender, marital status, sexual orientation, religion, disability, physical characteristic, or age group.

7.2.9.b Browsing or downloading and/or forwarding and/or printing pornographic, profane, discriminatory, threatening or otherwise offensive material from any source including, but not limited to, the Internet.

7.2.9.c Engaging in any communication that is in violation of federal, state or local laws, or in violation of the Learning Community's Bylaws, or Policies and Procedures.

Amended: _____

7.2.9.d Proselytizing or promoting any religious belief or tenet.

7.2.9.e Campaigning for or against any candidate for political office or any ballot proposal or issue.

7.2.9.f Unauthorized use of passwords to gain access to another user's information or communications on the Learning Community's systems or elsewhere.

7.2.9.g Advertising, solicitation or other commercial, non-programmatic use.

7.2.9.h Knowingly introducing a computer virus into the Learning Community's communication system or otherwise knowingly causing damage to the Learning Community's systems.

7.2.9.i Excessive personal use of the Learning Community's technologies that preempts any business activity or interferes with office productivity.

7.2.9.j Sending email messages under an assumed name or obscuring the origin of an email message sent or received.

7.2.10 Violations of this Section 7.2 may result in the loss of access to the computer and electronic communications resources of the Learning Community. Violations of this Section 7.2 by a Council Member shall be handled by the Executive Committee upon recommendation of the Chair and CEO; provided, however, that if a violation of this Section 7.2 is by the Chair, the recommendation shall be made by the Vice Chair and CEO.

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 8. CODE OF CONDUCT; ETHICAL ISSUES; CONFLICT OF INTEREST

8.1 Political Activity

8.1.1 No personnel, property, resources or funds of the Learning Community shall be used for the purpose of campaigning for or against the nomination or election of a candidate for public office or the qualification, passage, or defeat of a ballot question. No Council Member, official, employee or agent of the Learning Community shall use or authorize the use of personnel, property, resources or funds of the Learning Community for the purpose of campaigning for or against the nomination or election of a candidate for public office or the qualification, passage, or defeat of a ballot question.

8.1.2 The Learning Community shall not incur any expenditure for the purpose of campaigning for or against the nomination or election of a candidate for public office or the qualification, passage, or defeat of a ballot question. This prohibition does not apply to lobbying on behalf of the Learning Community in accordance with the Nebraska Political Accountability and Disclosure Act.

8.1.3 The Learning Community shall not endorse any candidate for public office.

8.2 Conflicts of Interest

8.2.1 Each Council Member shall, on an annual basis, disclose in writing whether he or she has any financial interests or family relationships that could give rise to a conflict of interest in any matter coming before the Coordinating Council and recuse him or herself from voting on any such issue that arises thereafter. Any conflict concerns will be resolved by the Learning Community's legal counsel.

Adopted: _____

8.3 Confidential Information

8.3.1 All information about individuals, families or organizations served by the Learning Community or who access such services is confidential. No such information may be shared with any person or organization outside the Coordinating Council without the prior written approval of the CEO.

8.4 Fraud

8.4.1 Council Members, officials, and employees of the Learning Community shall report known or suspected instances of fraudulent activity in accordance with the Fraud Guidelines found in the Learning Community Accounting Policies and Procedures Manual. Any fraudulent activity that is discovered or suspected will be reported immediately to the CEO. If the CEO is either involved or suspected to be involved in the fraudulent activity, the report will be made to the Chair of the Budget, Finance and Audit Subcommittee.

Approved: 10/17/13

8.5 Code of Conduct

The Coordinating Council has adopted this Section 8.5 (Code of Conduct) (the "Code") to aid in the Learning Community's responsibility to carry out its important role while maintaining effective relationships with Learning Community staff, member school district administrators and staff, and community members.

A Council Member has no legal powers unless participating at a meeting that complies with the Nebraska Open Meetings Law, or acting on behalf of the Coordinating Council after the Coordinating Council formally grants authority to do so. Thus, it is essential that every Council Member work as a member of the broader leadership team to perform their duties and act in a manner consistent with the Code.

This Code will be interpreted and enforced in accordance with all applicable laws.

Council Members' actions, verbal and nonverbal, help shape the attitude and the beliefs the public holds about the Learning Community. Therefore, Council Members must conduct themselves professionally and in a manner fitting to the responsibility of their duty.

Each Council Member shall follow the code of conduct.

Each Council Member will

- Listen.
- Respect the opinion of others.
- Recognize the integrity of his or her predecessors and the merit of their work.
- Be motivated only by an earnest desire to serve the Learning Community and the students of its member school districts in the best possible way.
- Not use the Learning Community or any part of the Learning Community programming or services for his or her own personal advantage or for the personal advantage of his or her friends or supporters.
- Recognize that to promise in advance of a meeting how he or she will vote on any proposition which is to be considered is to close his or her mind and agree not to think through other facts and points of view which may be presented in the meeting.
- Recognize that authority rests with the Coordinating Council pursuant to Neb. Revised Statute Section 79-2104.
- Make no disparaging remarks, in or out of the Coordinating Council meeting, about other Council Members.
- Express his or her honest and most thoughtful opinions in Coordinating Council meetings in an effort to have decisions made for the best interest of the students and the Learning Community program.
- Abide by majority decisions of the Coordinating Council since authority is granted as a body and not individually.
- Endeavor to keep informed on local, state, and national educational developments of significance.

Board Governance

- Attend all regularly scheduled Coordinating Council meetings, insofar as possible, and review advance materials provided.

- Respect the confidentiality of privileged information and make no individual decisions or commitments that would compromise the Coordinating Council.
- Work with other Council Members to establish effective policies and to delegate authority for the administration of the Learning Community to the CEO.
- Comply with Learning Community policies, all applicable local, state and federal laws and regulations and guidance from the CEO and experts whose opinion the Coordinating Council has sought (including legal, financial, accounting, and educational advisors), when making decisions.
- Maintain confidentiality of information and discussion conducted in closed session.
- Review essential facts, consider others' ideas, and then present personal opinions during Coordinating Council deliberations but, once the Coordinating Council vote has been taken, support Coordinating Council decisions regardless of how individuals voted.
- Act only as a member of the Coordinating Council and do not assume any individual authority when the Coordinating Council is not in session, unless otherwise directed by the Coordinating Council.
- Request utilization of Coordinating Council legal counsel, when required for full and informed Coordinating Council consideration of issues requiring legal expertise, through the CEO or Coordinating Council Board Chair.
- Maintain a priority focus during Coordinating Council meeting time on Coordinating Council matters and not personal agendas.
- Retain independent judgment and refuse to surrender that judgment to individuals or special interest groups.
- Voice opinions respectfully and maintain good relations with other council members, and administrators and school staff of member school districts, and members of the public.
- Support new Coordinating Council members by sharing experience and knowledge.

Coordinating Council - CEO Relations

- Respect that the CEO and his or her staff are responsible and accountable for the delivery of the programs and the conduct of Learning Community operations and, therefore, be respectful of their time when making individual inquiries.
- Ensure strong management of the Learning Community by hiring, setting goals with and evaluating the CEO.
- Refer complaints, requests, and concerns to the CEO.
- Avoid making commitments that may compromise the decision-making ability of the Coordinating Council or staff.
- Maintain open and candid communication with the CEO.
- Recognize that a Council Member's responsibility is to see that the Learning Community programs are well run, but not to run them.

Personnel and Community Relations

- Recognize that the Coordinating Council's hiring authority as set forth in the Bylaws is to "employ such individuals as the Coordinating Council deems necessary and appropriate for the transaction and conduct of its business."
- Individual Council Members shall not give directives to any employee, publicly or privately.
- Consider the needs of the entire community and vote for what is best for those we serve as allowed by statutory authority.
- Request that periodic surveys be conducted with the community to assess the quality of services and programming and use the data to establish and monitor goals.

Conflict of Interest

- Do not solicit or receive directly or indirectly any gift or compensation in return for making a recommendation or casting a vote.
- Do not receive anything of value by contract or otherwise, from the Learning Community unless it is received:
 - as a result of a contract accepted after a public bid.
 - in public recognition of service or achievement.
 - as expenses allowed by law for official duties performed as a member of the Coordinating Council.
- Follow the Learning Community's conflict of interest policy.

Consequences

- Failure to abide by the Code may result in disciplinary action in accordance with the below guidelines. The Executive Committee will consider alleged violations of the Code and will determine appropriate action after discussion with the applicable Council Member.
 - First Offense: a verbal discussion with the Vice Chair and Chair.
 - Second Offense: written notice of disapproval from the Executive Committee.
 - Third and Subsequent Offenses: public censure.

LEARNING COMMUNITY POLICIES & PROCEDURES

SECTION 9. LEGISLATIVE ACTIVITY

9.1 Authority

9.1.1 The Coordinating Council shall establish all positions of the Learning Community on legislative matters.

9.1.2 In general, legislative matters will not be considered for action by the Coordinating Council until the Legislation Subcommittee has reviewed same and made a recommendation to the Coordinating Council on such matters.