

# LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

## LEARNING COMMUNITY COORDINATING COUNCIL

### AGENDA

May 16, 2019 – 6:00 p.m.

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

1. Call Meeting to Order/Pledge of Allegiance
2. Public Notice and Compliance with Open Meetings Act
3. Roll Call
4. Approval of Council Minutes March 21, 2019 and April 18, 2019
5. Reports
  - a) Chair
  - b) Treasurer
    - i. **Action Item:** Accept Treasurer's Reports dated March 31, 2019 and April 30, 2019
  - c) Chief Executive Officer
    - i. Wilson Focus School Presentation
  - d) Legal Counsel
6. Public Comment
7. Superintendents' Plan for Early Childhood Education Update
8. Learning Community Center of South Omaha Update – Renee Franklin
9. Learning Community Center of North Omaha Update – Renee Franklin /Jamalia Parker
10. Subcommittee Reports
  - a) Elementary Learning and Diversity Subcommittee
    - i. Program Evaluation Agreement – Renee Franklin
      1. **Action Item:** Upon recommendation from the Elementary Learning and Diversity Subcommittee, motion to renew Program Evaluation Agreement with the University of Nebraska Medical Center to have the Munroe Meyer Institute provide evaluative and consultative services for elementary learning center

programs, as set forth in the document entitled Program Evaluation Agreement, and appropriate up to \$429,124.00 from the Elementary Learning Center Fund Budget for FY 2019/2020. Approval is contingent upon Council approval of the 2019/20 fiscal year budget for the Learning Community.

b) Budget, Finance & Audit Subcommittee

c) Legislative Subcommittee

#### 11. New Business

a) Pilot Programming Process and Agreements

- i. **Action Item:** Upon recommendation of Achievement Subcouncils 1, 3 and 4, the Elementary Learning and Diversity Subcommittee and the Executive Committee, motion to authorize the CEO to enter into ELC programming agreements with school districts and community organizations to fund extended learning, kindergarten jumpstart and instructional coaching programs as described in the Summary Sheet (attached) for the 2019/2020 fiscal year totaling \$292,236.91 from elementary levy funds. Approval is contingent on Council approval of authorization of the elementary levy and the 2019/2020 fiscal year budget for the Learning Community.

#### 12. Unfinished Business

- a) **Action Item:** Upon recommendation of the Executive Committee, motion to approve Operating Protocols and waive second reading.

#### 13. Next Council Meeting –

June 20, 2019, Learning Community Center of North Omaha, 1612 N. 24<sup>th</sup> Street, Omaha, NE

#### 14. Adjournment

### UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee	To Be Determined
LC Coordinating Council	June 20, 2019, 6:00 p.m. Learning Community Center of North Omaha, 1612 N. 24 <sup>th</sup> Street, Omaha, NE
Subcouncil #1	To Be Determined
Subcouncil #2	To Be Determined
Subcouncil #3	To Be Determined
Subcouncil #4	November 1, 2019, 3:00 p.m. Don Stroh Administration Center, 5606 S. 147 <sup>th</sup> St., Omaha, NE.
Subcouncil #5	To Be Determined
Subcouncil #6	To Be Determined

## DOCUMENTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS:

- Council Minutes dated March 21, 2019 and April 18, 2019
- Treasurer's Reports dated March 31, 2019 and April 30, 2019
- UNMC Recommendation and Program Evaluation Agreement
- ELC Pilot Program Summary Sheet
- ELC Service Provider Agreement Summary of Terms (Completely Kids)
- ELC Programming Agreement Summary of Terms (Millard Public Schools)
- ELC Programming Agreements Summary of Terms (1 and 2 Years) (Douglas County West Community Schools, Elkhorn Public Schools, Papillion La Vista Community Schools, Springfield Platteview Community Schools)
- Operating Protocols

**LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES**

**LEARNING COMMUNITY COORDINATING COUNCIL**

**March 21, 2019**

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held March 21, 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 March 13, 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 March 15, 2019.

1. **Call Meeting to Order.** The meeting was convened and called to order by Chair Kelley at 6:00 p.m. and began with the recitation of the Pledge of Allegiance.
2. **Public Notice & Compliance with Open Meetings Act.** Chair Kelley announced that the Nebraska Open Meetings Act was posted at the room entrance and that copies of materials being reviewed by the Council were available to the public.
3. **Roll Call.**

Voting Members Present: Ekwerekwu, Hager, Hoeger, Kozel, Thommes, Ward, Williams, Kelley

Voting Members Excused: Avery, Hahn

Members Absent: Martinez Real, Woodward

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

Also Present: Margaret Hershiser, Koley Jessen P.C.; Dr. Sam Meisels, BECI, Anne O'Hara, Nayeli Lopez, Patricia Paniagua, Learning Community Center of South Omaha

4. **Approval of Minutes.** Chair Kelley presented the Council minutes from the January 24, 2019 public meeting of the Council. Motion by Mr. Hager, seconded by Dr. Williams, to approve the minutes of the Council meeting held on January 24, 2019. Yeas: Ekwerekwu, Hager, Hoeger, Kozel, Thommes, Williams, Kelley. Nays: Ward. **Motion carried.**

It is noted for the record that Ms. Woodward arrived at 6:11 p.m., and Ms. Martinez Real arrived at 6:12 p.m.

**5. Reports**

- a) Chair – Chair Kelley thanked David Moon for his service and congratulated Jamalia Parker on her award. Chair Kelley discussed changes to the agenda and roll call order. Chair Kelley reviewed the Operating Protocols. Four handouts were provided.
- b) Treasurer
  - i. Motion by Mr. Thommes, seconded by Mr. Hager, to accept Treasurer's Reports dated January 31, 2019 and February 28, 2019. Discussion took place. Yeas:

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

- ii. Motion by Mr. Thommes, seconded by Dr. Williams, to approve the Second Quarter Budget to Actual. Discussion took place. Yeas: Ekwerekwu, Hager, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried**

c) Chief Executive Officer – Mr. Patton reported on some April agenda items.

d) Legal Counsel – No Report

6. Public Comment – Public comment was provided by Ms. Laura McCormick, Seattle, WA

7. Superintendents' Plan for Early Childhood Education Plan Overview – Dr. Meisels provided a presentation. Ms. Franklin discussed site visits.

8. Learning Community Center of South Omaha Update – A presentation was provided by Anne O'Hara, Nayeli Lopez and Patricia Paniagua of the Learning Community Center of South Omaha.

9. Learning Community Center of North Omaha Update – Ms. Franklin reported on the Ascend Network forum.

10. Subcommittee Reports

a) Elementary Learning and Diversity Subcommittee – No Report

b) Budget, Finance & Audit Subcommittee – Mr. Hager provided an update.

i. Koch Insurance Policies Renewal

- 1. Upon recommendation of the Budget, Finance and Audit Subcommittee, motion by Mr. Hager, seconded by Ms. Woodward, 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). Yeas: Ekwerekwu, Hager, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried**

ii. Omaha World-Herald Contract - Upon recommendation of the Budget, Finance and Audit Subcommittee and Executive Committee, motion by Mr. Hager, seconded by Dr. Williams, to approve the Omaha World-Herald contract to align with the Strategic Plan communications priority. Discussion took place. Yeas: Ekwerekwu, Hager, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried**

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

Yeas: Hager, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley.  
Abstain: Ekwerekwu. Nays: Ward. **Motion carried.**

c) Legislative Subcommittee – Mr. Hager provided a legislative update

It is noted for the record that Mr. Ekwerekwu left the meeting at 8:00 p.m.

11. New Business -

Policy Review – Upon Recommendation of the Executive Committee, motion by Ms. Kelley, seconded by Mr. Hager, to approve the revised Learning Community Policies and Procedures and waive second reading. Discussion took place.

Motion by Ms. Ward to postpone – no second was received.

Motion by Mr. Hager, seconded by Mr. Hoeger, to amend motion item 8.5 to read: 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 family, friends or supporters. Yeas: Hager, Hoeger, Kozel, Martinez Real, Thommes, Ward, Williams, Woodward, Kelley. Abstain: None. Nays: None. **Motion carried.**

Returning to original motion: Upon Recommendation of the Executive Committee, motion by Ms. Kelley, seconded by Mr. Hager, to approve the revised Learning Community Policies and Procedures as amended and waive second reading. Yeas: Hager, Hoeger, Kozel, Martinez Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: Ward. **Motion carried.**

12. Unfinished Business - None

13. Next Council Meeting –

- April 18, 2019 - Learning Community Center of North Omaha, 1612 N. 24<sup>th</sup> Street, Omaha, NE

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

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**Jill Woodward – Secretary**

**LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES**

**LEARNING COMMUNITY COORDINATING COUNCIL**

**April 18, 2019**

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held April 18, 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 April 10, 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 April 11, 2019.

1. **Call Meeting to Order.** The meeting was convened and called to order by Chair Kelley at 6:16 p.m. and began with the recitation of the Pledge of Allegiance.
2. **Public Notice & Compliance with Open Meetings Act.** Chair Kelley announced that the Nebraska Open Meetings Act was posted at the room entrance and that copies of materials being reviewed by the Council were available to the public.
3. **Roll Call.**

Voting Members Present: Ekwerekwu, Hoeger, Thommes, Ward, Williams, Kelley

Voting Members Excused: Avery, Ekwerekwu, Hager, Hahn

Members Absent: Kozel, Woodward

Staff Present: Franklin, Parker, Benzel, Patton

Also Present: Margaret Hershiser, Koley Jessen P.C.; Chris Maxwell, BECI; Jolene Johnson, Barb Jackson, UNMC  
Munroe Meyer Institute

**NO QUORUM WAS PRESENT AT THIS MEETING, THEREFORE, NO ACTION WAS TAKEN.**

It is noted for the record, that Ms. Ward left the meeting at 6:20 p.m.

4. **Approval of Minutes.** Council minutes from the March 21, 2019 public meeting of the Council were **TABLED** due to lack of quorum.

**5. Reports**

a) Chair – Chair Kelley discussed revised Policy & Procedure and Meeting Date handouts. Chair Kelley provided dates of upcoming meetings. Chair Kelley indicated CEO evaluations need to be postmarked to Koley Jessen no later than May 10, 2019. Two handouts were provided.

b) Treasurer

- i. Acceptance of Treasurer's Report of March 31, 2019 was **TABLED** due to lack of quorum.

- c) Chief Executive Officer – Mr. Patton discussed the progress of the procedures for Council member engagement document. Mr. Patton reviewed the renewal process for the Community Achievement Plan (CAP).
  - d) Legal Counsel – No Report
6. Public Comment – None
7. University of Nebraska Medical Center Munroe Meyer Institute Addendum Presentation – presentation was provided by Jolene Johnson and Barb Jackson. Three handouts were provided.
8. Superintendents' Plan for Early Childhood Education Plan Overview – Chris Maxwell provided a presentation. Discussion took place.
9. Learning Community Center of South Omaha Update – Ms. Franklin provided the graduation dates and times.
10. Learning Community Center of North Omaha Update – Ms. Parker invited Council to attend the Mental Health Forum on April 14.
11. Subcommittee Reports
  - a) Elementary Learning and Diversity Subcommittee – The Committee met on April 12, 2019 to see UNMC Munroe Meyer Institute presentation and will meet on April 14, 2019 to discuss pilot programs.
  - b) Budget, Finance & Audit Subcommittee – Mr. Patton indicated Seim Johnson was assisting with the Finance Director's responsibilities.
  - c) Legislative Subcommittee – Mr. Patton noted a bill to watch.
12. New Business
  - a) Discuss University of Nebraska Medical Center Munroe Meyer Institute Contract (expires 8/31/2019) – Discussion took place after the presentation.
  - b) Upon recommendation of the Executive Committee, motion to approve Operating Protocols and waive second reading – **TABLED** due to lack of quorum.
13. Unfinished Business - None
14. Next Council Meeting –
  - May 16, 2019 - Learning Community Center of North Omaha, 1612 N. 24<sup>th</sup> Street, Omaha, NE
15. Adjournment – Meeting was adjourned with unanimous approval at 7:55 p.m.



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

- Council Minutes dated March 21, 2019
- Treasurer's Report dated March 31, 2019
- Operating Protocols
- University of Nebraska Medical Center Munroe Meyer Institute Addendum

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**Jill Woodward – Secretary**

# LEARNING COMM OF DOUGLAS SARPY COUNTY

## Treasurer's Report

March 31, 2019

Trans Description	Credit Amt	Date	Reference
Principal Financial Retirement	2,814.62	3/1/19	DC
Base Flex Account	360.00	3/4/19	DC
Base Flex Account	752.00	3/4/19	DC
ArsVita Educational Consulting	600.00	3/7/19	3448
BASE	37.50	3/7/19	3449
Blue Cross Blue Shield of Nebr	7,248.94	3/7/19	3441
Colonial Life	1,316.30	3/7/19	3450
Control Yours	175.00	3/7/19	3451
Culligan of Omaha	65.50	3/7/19	3452
El Mero Mero Inc	3,200.00	3/7/19	1148
Engineered Controls	331.00	3/7/19	3453
HELP Foundation of Omaha	12,704.79	3/7/19	1147
InfiNet Solutions, Inc.	2,503.99	3/7/19	3454
Jensen Rogert Associates, Inc.	2,333.33	3/7/19	3442
Koley Jessen	9,681.14	3/7/19	3443
Lion's Gate Security Solutions	936.00	3/7/19	3455
Lund Company	48,552.03	3/7/19	1149
Lutheran Family Services	254.11	3/7/19	3456
Madison National Life	748.41	3/7/19	3457
Nebraska Association of School	3,895.00	3/7/19	3444
Omaha Public Library	4,051.34	3/7/19	3445
Omaha World Herald	1,812.50	3/7/19	3458
One Source The Background Check	39.00	3/7/19	3459
Scantron Corporation	250.00	3/7/19	3460
Surreal Media Lab, LLC	2,650.00	3/7/19	3462
TAPS	3,021.00	3/7/19	3446
West Interactive Services Corp	2,000.00	3/7/19	3447
zTrip NE (formerly HappyCab)	1,863.67	3/7/19	3461
Base Flex Account	165.00	3/11/19	DC
Principal Financial Retirement	4,353.99	3/13/19	DC
EMBASSY SUITES	13.83	3/15/19	CC
Le Peep Restaurant	32.68	3/15/19	CC
Park & Go Lincoln	5.00	3/15/19	CC
PAYCHEX	99.00	3/15/19	DC
PAYCHEX	339.63	3/15/19	DC
Paychex deduction for direct deposits	47,290.29	3/15/19	02/2018 Payroll
Paychex deduction for payroll taxes	19,495.02	3/15/19	02/2018 Payroll
Sprint Corporation	278.81	3/15/19	CC
Base Flex Account	165.00	3/18/19	DC
1&1 Ionos	66.00	3/19/19	CC
All Appliance Service Company	222.03	3/19/19	CC
Amazon.com	25.98	3/19/19	CC
Amazon.com	18.24	3/19/19	CC
American Airlines	224.27	3/19/19	CC
American Airlines	224.26	3/19/19	CC
Bland & Associates	-2,000.00	3/19/19	DC
Mutual of Omaha Credit Card	5,430.10	3/19/19	DC
NCS Pearson, Inc (GED Marketplace)	150.00	3/19/19	CC
Phoenix Academy	400.00	3/19/19	CC
Shields, Philice Catering	4,000.00	3/19/19	CC
Stamps.com	15.99	3/19/19	CC
United States Postal Service	100.00	3/19/19	CC
Base Flex Account	165.00	3/20/19	DC
Accident Fund	706.75	3/21/19	3469
Association for Supervision an	40.00	3/21/19	3480
Blue Cross Blue Shield of Nebr	9,435.65	3/21/19	3487
Buffett Early Childhood Instit	110,507.08	3/21/19	3463
Buffett Early Childhood Instit	18,666.66	3/21/19	3542

# LEARNING COMM OF DOUGLAS SARPY COUNTY

## Treasurer's Report

March 31, 2019

<b>Trans Description</b>	<b>Credit Amt</b>	<b>Date</b>	<b>Reference</b>
Carroll Communications	9,207.50	3/21/19	3486
Control Yours	175.00	3/21/19	3471
Document Finishing Resources	68.60	3/21/19	3473
Douglas County Treasurer	17,141.29	3/21/19	3464
Graphic Technologies	144.70	3/21/19	3474
Harry A. Koch Co.	32,567.28	3/21/19	3488
HyVee	119.08	3/21/19	3475
Jason's Deli	205.75	3/21/19	3476
Jensen Rogert Associates, Inc.	2,333.33	3/21/19	3465
Koley Jessen	3,559.00	3/21/19	3466
Konica Minolta Business Solutions	394.82	3/21/19	3477
Konica Minolta Business Solutions	324.64	3/21/19	3478
Lion's Gate Security Solutions	728.00	3/21/19	3479
Microsoft Corporation	34.00	3/21/19	DC
Occupational Health Centers of Omaha	61.50	3/21/19	3470
Omaha Bridges Out of Poverty	2,511.00	3/21/19	3467
Omaha Public Schools (OPS)	228,851.22	3/21/19	3485
One World Community Health Center	125,000.00	3/21/19	3468
Scantron Corporation	250.00	3/21/19	3481
TAPS	532.00	3/21/19	3482
The Daily Record	34.00	3/21/19	3472
University of Nebrasaka at Omaha	450.00	3/21/19	3483
UNMC	34,083.83	3/21/19	3543
zTrip NE (formerly HappyCab)	1,918.14	3/21/19	3484
Dr Walker, Jeffery L.	600.00	3/22/19	3489
<b>Total March Expenditures</b>	<b>\$ 796,128.11</b>		

# LEARNING COMM OF DOUGLAS SARPY COUNTY

## Treasurer's Report

April 30, 2019

Trans Description	Credit Amt	Date	Reference
Principal Financial Retirement	4,361.01	4/1/19	DC
Abundant Life Counseling, L.L.	900.00	4/2/19	3490
The Prevention Group	350.00	4/3/19	3491
The Prevention Group	350.00	4/3/19	3492
Bellevue Public Schools	128,969.70	4/12/19	3493
Buffett Early Childhood Instit	110,507.08	4/12/19	3494
Completely KIDS	12,240.00	4/12/19	3495
Douglas County West School Dis	40,072.62	4/12/19	3496
Elkhorn Public Schools	6,593.48	4/12/19	3497
Koley Jessen	7,033.46	4/12/19	3498
Millard Public Schools	114,258.40	4/12/19	3499
Nebraska Early Childhood Colla	25,308.78	4/12/19	3500
City of Omaha Cashier	2,609.13	4/12/19	3501
Omaha Public Schools (OPS)	260,201.22	4/12/19	3502
One World Community Health Cen	125,000.00	4/12/19	3503
Philadelphia Insurance Compani	21,813.00	4/12/19	3504
Papillion La Vista Community S	23,927.58	4/12/19	3505
Ralston Public Schools	56,802.95	4/12/19	3506
TAPS	2,375.00	4/12/19	3508
Westside Community Schools Dis	58,096.05	4/12/19	3509
BASE	37.50	4/12/19	3510
C41 Photography	179.00	4/12/19	3511
City of Omaha False Alarm Redu	100.00	4/12/19	3512
Colonial Life	1,250.75	4/12/19	3513
Culligan of Omaha	86.70	4/12/19	3514
The Daily Record	33.40	4/12/19	3515
Fred Pryor Seminars	99.00	4/12/19	3516
Engineered Controls	188.50	4/12/19	3517
Graphic Technologies	87.50	4/12/19	3518
InfiNet Solutions, Inc.	1,945.38	4/12/19	3519
Jason's Deli	340.78	4/12/19	3520
Konica Minolta Business Soluti	394.82	4/12/19	3521
Konica Minolta Business Soluti	316.60	4/12/19	3522
Lutheran Family Services	370.37	4/12/19	3523
Madison National Life	575.55	4/12/19	3524
NE Council of School Administr	115.00	4/12/19	3525
Omaha World Herald	737.50	4/12/19	3526
One Source The Background Chec	83.00	4/12/19	3527
Pay-LESS Office Products, Inc.	1,482.10	4/12/19	3528
The Prevention Group	700.00	4/12/19	3529
Williams Counseling & Consulti	1,075.00	4/12/19	3530
PAYCHEX	99.00	4/12/19	DC
Paychex deduction for payroll taxes	20,837.69	4/15/19	03/2019 Payroll
Paychex deduction for direct deposits	51,449.90	4/15/19	03/2019 Payroll
Fred Pryor Seminars	-99.00	4/15/19	3516V
PAYCHEX	102.00	4/15/19	DC
Interest on Credit Card Balance	46.86	4/15/19	M of O C/C Pymt
Microsoft Corporation	41.48	4/17/19	DC
Buffett Early Childhood Instit	18,666.66	4/12/19	3544
UNMC	34,083.83	4/12/19	3545
El Mero Mero Inc	3,200.00	4/1/19	1150
Lund Company	48,140.03	4/1/19	1151
HELP Foundation of Omaha	9,431.84	4/1/19	1152
Lund Company	7,102.49	4/12/19	1153
<b>Total April Expenditures</b>	<b>\$ 1,205,070.69</b>		

## MEMORANDUM

**To:** Members of the Learning Community Coordinating Council  
**From:** Renee Franklin, Executive Director—Elementary Learning Centers  
**Date:** May 2019  
**RE:** UNMC/MMI Program Evaluation

Requested Action: Renew Existing Contract  
 Type of Contract: Fixed Cost  
 Existing Terms: September 2018-August 2019; 409,006  
 Proposed Terms: September 2019-August 2020; 429,124  
 Partner: UNMC/Munroe Meyer Institute

### Overview

The UNMC/MMI Evaluation scope of work covers the evaluation of programs funded through the Elementary Learning Center funding stream including all programming at both of the Learning Community Centers as well as pilot programming across multiple districts (Kindergarten Jumpstart, Extended Learning Programs and Instructional Coaching). Having an independent, third-party evaluator document the sustained success of programming is essential to the Learning Community's mission of demonstrating improved practice to measurably improve student learning.

### Supporting Detail

Our partnership with the UNMC/MMI as our third party evaluator continues to be successful. As most will recall, the legislature not only asked us to provide independent evaluation for our programming and this contract has delivered well in meeting that need to provide summary data appropriate for policy makers. The principal investigator of the evaluation, Dr. Barbara Jackson, will provide support to the Council members and Learning Community staff.

### Current Results

We are very fortunate that MMI shares with the Learning Community the value of utilizing the Continuous Improvement Model which is provided by MMI staff. Through this model, MMI staff provide real time evaluation feedback to providers which are then incorporated into the existing program for improvement. Feedback from both school districts and community agencies has been extremely positive.

### Budget & Recommendation

The amended contract is recommended for one year for \$429,124 which represents less than 5% over the previous year. The increase includes a small increase for staff, evaluation of the expansion to Franklin, Lothrop, Skinner and Minne Lusa (additional CLASS and PPVT assessments) to inform programming and support continuous. It also provides for additional professional development tools to allow coaching for supervisors at both Centers.

## SEVENTH AMENDMENT TO PROGRAM EVALUATION AGREEMENT

THIS SEVENTH AMENDMENT TO PROGRAM EVALUATION AGREEMENT (this "Seventh Amendment") is made and entered into effective September 1, 2019 (the "Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (the "Learning Community"), and University of Nebraska Medical Center, a Nebraska political subdivision ("UNMC").

### WITNESSETH:

WHEREAS, the Learning Community and UNMC are parties to that certain Program Evaluation Agreement entered into by and between the parties and effective as of September 1, 2012, and amended as of August 31, 2013, August 21, 2014, September 1, 2015, September 1, 2016, September 1, 2017, and September 1, 2018 (the "Agreement");

WHEREAS, pursuant to the Agreement, UNMC agreed to provide certain elementary learning center evaluation services to Learning Community;

WHEREAS, pursuant to Section 3 of the Agreement, the parties desire to work cooperatively on a new Project and to set forth a new Plan and Project Fee for the period of September 1, 2019 through August 31, 2020; and

WHEREAS, pursuant to Section 21 of the Agreement, the parties hereby amend the Agreement to incorporate the new Plan and Project Fee in accordance with the terms and conditions set forth in this Seventh Amendment.

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

1. Defined Terms. All capitalized terms contained in this Seventh Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. New Plan and Project Fee. The parties agree to the new Project and new Plan, with a Project Fee for the scope of services related to the same not to exceed \$429,124 as detailed on the sequentially numbered Exhibit "8" attached hereto ("Exhibit 8").
3. Conflict of Terms. In the event of a conflict between the terms and conditions of the Agreement and this Seventh Amendment, the terms and conditions of this Seventh Amendment shall apply.
4. Ratification and Reaffirmation. The parties do hereby ratify, reaffirm, adopt, contract for, and agree to be or continue to be, as the case may be, bound by all of the terms and conditions of the Agreement. Except as modified herein, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Seventh Amendment by the parties is not intended to and shall not constitute a release of the parties from any and all obligations or liabilities which they have to each other under and pursuant to the terms of the Agreement, and the parties are not released from any such liabilities or obligations.

5. Integration. The Agreement together with this Seventh Amendment, including the recitals to this Seventh Amendment and Exhibit 8 attached hereto, each of which are incorporated herein by this reference, constitutes the entire agreement of the parties relating to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof.

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

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

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

BOARD OF REGENTS OF THE UNIVERSITY  
OF NEBRASKA by and on behalf of the  
UNIVERSITY OF NEBRASKA MEDICAL  
CENTER

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

By: \_\_\_\_\_  
[REDACTED], Director, Business &  
Finance

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

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

MUNROE-MEYER INSTITUTE FOR GENETICS  
AND REHABILITATION

By: \_\_\_\_\_  
Karoly Mirnics, Director

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

**EXHIBIT “8”**

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

UNIVERSITY OF NEBRASKA MEDICAL CENTER

PROGRAM EVALUATION AGREEMENT

Exhibit “8”

2019-2020 Evaluation Proposal  
(including Budget)

*[see attached]*



**Elementary Learning Centers Evaluation  
Learning Communities of Douglas & Sarpy Counties  
Program Evaluation Budget Justification  
9/1/2019-8/31/2020**

Scope of Work:

- The scope of work covers the evaluation of programs funded through the ELC funding stream, including school and family support initiatives and projects. MMI staff will work individually with funded sites to develop an appropriate implementation of the overall Learning Community evaluation plan.
- The MMI Principal Investigators will work with the Learning Community to implement the work scope as outlined in the logic model.
- All results will be synthesized and reported for Learning Community Leadership Staff and sub-council members. Schools will also provide administrative and outcome data for use in the evaluation.

External evaluation:

- *Jump Start to Kindergarten.* MMI staff will utilize the Bracken School Readiness Assessment pre and post with all students to measure the impact of programming on students preparing to enter kindergarten. Results will be synthesized and reported for Learning Community Leadership Staff and sub-council members. Parent surveys will also be collected, analyzed, and reported. A kindergarten teacher survey will be administered in the fall to determine the extent the Jump Start Program supported the students' readiness to entering kindergarten.
- *Extended Learning.* Parent surveys will be collected, analyzed and reported. Student level achievement data will be requested from districts and then analyzed.
- *Learning Community Center of South Omaha.* MMI staff will work closely with LCCSO to collect adult and child participant data (focus groups with parents, parent surveys, administrative data, adult (e.g., CASA), parent-child assessments (e.g. KIPS) and student assessments (MEFS). Data will be collected from participants at both the LCCSO site and Gateway Elementary.
- *Learning Community Center of North Omaha:*
  - *Kellom & Conestoga Early Childhood Partnership Program:* CLASS observations will be gathered to report on the progress of classroom quality (preK – 1<sup>st</sup> grade) and student measures will include PPVT (vocabulary), MEFS (executive functioning), DECA (social emotional) and Bracken (academic school readiness) data will be collected for students. Family measures may include focus group, surveys, and others as identified in collaboration with OPS leadership and LC leadership.
  - *Lothrop, and Franklin:* CLASS observations will be gathered to report on the progress of classroom quality (preK) and student measures will include PPVT (vocabulary). Focus groups will occur with coaches and teaching staff.
  - *Minne Lusa and Skinner:* CLASS observations will be gathered to report on the progress of classroom quality (preK) and student measures will include PPVT (vocabulary). Focus groups will occur with coaches and teaching staff.
  - *Family Navigators and Lutheran Family Services:* Review of service plans by UNMC LCSW to examine quality, goals and progress of families. Feedback is provided twice per year to the service providers and supervisor(s).
  - *Parent University:* analyses of family data (e.g., surveys, administrative data, and KIPS, course outcome data as relevant) and focus groups.
  - *Partnership with higher education:* Reporting on graduate survey data and focus group data.

- *Child Care project:* Completion of TPOT observations of classrooms, coding of director coaching videotapes, analyses of survey data and focus groups.
- *Literacy and/or Instructional Coaching.* MMI staff will collaborate with area schools implementing an Instructional Coaching Model (Bellevue, Omaha, Ralston and Westside). Locally collected administrative data will be used to measure student progress (e.g., AimsWeb, MAP, Accuity, and NeSA). Focus groups and/or survey data will be conducted with staff in the spring to evaluate the implementation of literacy coaching (coaches, teachers). CLASS videos will be collected from a sampling of teachers participating in Literacy Coaching.

**Administrative Activities:**

- The MMI Principal Investigators will participate in the Learning Community Evaluation Management Team meetings (approximately monthly).
- The MMI Principal Investigators will work with the Nebraska Department of Education and districts as applicable to collect student demographics and assessment data including NWEA-MAP and the statewide assessment scores.
- The MMI Principal Investigator and her team will also serve in a planning role with regard to developing birth to five programs across the LC.
- MMI staff will collaborate with members of individual districts to obtain approvals including parent consents for research from their own respective districts, where applicable.
- MMI staff will analyze all observation, participation, demographic, and survey data and prepare an Annual Evaluation Report to be submitted to the Executive Director November of each year.
- PIs will co-present at national and local conferences as requested.

Personnel:

B. Jackson., Principal Investigator/ Evaluation Director (.10 FTE) and J. Johnson (.15 FTE) will be responsible for developing, overseeing, and implementing the evaluation plan for all programs funded by the Learning Community of Douglas and Sarpy Counties' Elementary Learning Centers funding stream. They will supervise the evaluation staff in data collection and debriefing activities. They will also be responsible for overseeing data collection, data analysis, dissemination of formative and summative findings, participation with the Evaluation Collaborative member group, and completion of identified reports.

A. Encinger (.20) and K. Price (.55), Project Leads (.81) will assist in the evaluation of the project, data collection, and will be responsible for coordinating a component of the evaluation project.

A. Siebler, R. Skoglund, K. Tourek, K. Miller, S. Baird, A. Mills, J. Harmon, J. Rodriguez, C. Villanueva, N. Buchholz, B. Ramirez, K. Dietrich, Y. Estrada, and B. Zessin, (3.15 FTE) will assist in evaluation of the project including conducting focus groups, collecting child and family data, and completion of classroom observations.

S. Fitch, Data Entry (0.20)—will be responsible for data entry.

A. Smith, M.A., Database Manager (0.05)—will be responsible for the design and implementation of the LC database. She will work under the supervision of the Evaluation Director.

M. Young, (.25 FTE) will be responsible for day-to-day administrative tasks.

Fringe Benefits: University benefits include contributions to health insurance, life insurance, retirement, and social security.

Travel: This will include local travel to assist in site visits and to attend meetings as identified and travel for presentations .

Contractors for CLASS: This will include training costs for contractors to assist in completing CLASS.

Training Expenses. Will include payments for staff members to obtain and maintain reliability on the Pre-K, K-3 CLASS and KIPS certification. Includes training on the newest version of CASA.

Supplies/Equipment: Supplies will include general office supplies and assessment materials (Bracken SRA kits, assessment protocols, CLASS protocols, CASA and online reliability processes). Equipment will include video recording cameras, computers and office furniture as needed.

Operating:

Incentives. Will be gift cards to pay teachers and child care staff to participate in focus groups.

Telephone: Will be used to support costs of webinar, conferencing, surveying and telephone support for ongoing coordination with local sites and the Learning Community.

Copy and Print: Will be used to make copies of materials for site reviews and meetings and funds to support the printing of reports.

Postage: Will be used to mailing of materials as needed.

Administrative Costs: This will include support for ongoing administrative support, computer maintenance, information technology, and accounting support for business and other administrative activities related to the contract.

Elementary Learning Center Evaluation			
B. Jackson			
09/01/2019- 08/31/2020			
	Salary	FTE	Budget
Personnel:			
B. Jackson - Principal Investigator	172,703	0.10	17,674
J. Johnson - Project Director	84,550	0.15	12,979
K. Price - Assistant Director	63,500	0.55	35,742
A. Encinger - Project Lead	64,000	0.20	13,100
A. Siebler - Program Evaluator	68,500	0.10	7,010
R. Skoglund - Program Evaluator	53,750	0.10	5,501
K. Tourek - Program Evaluator	54,250	0.20	11,104
K. Miller - Program Evaluator	69,500	0.10	7,113
K. Dietrich - Program Evaluator	55,750	0.20	11,411
S. Baird - Program Evaluator	57,000	0.20	11,667
A. Mills - Program Evaluator	56,000	0.20	11,462
J. Harmon - Program Evaluator	60,000	0.30	18,421
B. Ramirez - Bilingual Evaluator	49,500	0.20	10,132
J. Rodriguez - Bilingual Evaluator	51,500	0.50	26,353
C. Villanueva - Bilingual Evaluator	59,250	0.25	15,159
N. Buchholz - Bilingual Evaluator	61,335	0.20	12,554
TBA - Program Evaluator	52,000	0.10	5,322
Y. Estrada - Bilingual Evaluator	49,500	0.30	15,197
B. Zessin - Program Evaluator	59,250	0.20	12,127
S. Fitch - Data Coordinator/Entry	34,076	0.20	6,975
A. Smith - Database Mgr	52,456	0.05	2,684
M. Young - Administrative support staff	45,454	0.25	11,629
		-----	-----
Sub-total		4.65	281,316
Fringe Benefits (Faculty 27.9% : Staff 34.5%)			93,697
Contractors for CLASS			2,000
Travel/local&natl			4,000
Supplies			3,000
Operating:			
Training Expenses ( CLASS/CASA)			3,000
Incentives			1,400
Print			1,500
Postage			200
Administrative Service Fee (10%)			39,011
			-----
Total			429,124

# PILOT PROGRAM AGREEMENT PROCESS 2019

**Process Overview:** The past few years, the ELC Subcommittee has spent a considerable amount of time determining which types of pilot programs to consider for funding and recommended supporting Extended Learning, Jumpstart to Kindergarten and Instructional Coaching Programs. Subcouncils then ask staff to work directly with the districts to figure out which programs to support and how much to allocate to each district ahead of time. Each Subcouncil informally approves the program and dollar amounts in advance so that districts could be most efficient with the required paperwork. Subcouncils then schedule formal meetings to approve the program agreements, and bring such to the full Council in May. We continue to receive very positive feedback from districts who have greatly appreciated the opportunity to plan ahead of time and work together to best meet the needs of children in poverty.

Current Subcouncil Current Programming	Districts Meet with LC Staff & Shared Learning Groups to determine same or different program proposal	2019/2020 Dollar Amount Allocated <b>(Finance Director to include allocation &amp; carryover funds per subcouncil in January)</b>	Upon informal Subcouncil consensus, Districts Complete Proposal Paperwork (30 days from agreement with LC staff)	Subcouncil Approves any changes in program Agreements( prior to April 22 2016)	Koley Jessen Prepares Contracts (15-30 days)	LCCC Approval
<b>Subcouncil 1</b> Instructional Coaching (OPS)	January-February 2020	\$227,853.68				
<b>Subcouncil 3</b> <b>Extended Learning (Completely Kids/OPS)</b> Instructional Coaching (OPS, Westside, Ralston)	January-February 2019  January-February 2010	\$372,138.90	March 2019	April 2019		May 2019
<b>Subcouncil 4</b> <b>Extended Learning (Millard)</b>	January-February 2019	\$133,908.00	March 2019	April 2019		May 2019
<b>Subcouncil 5</b> Instructional Coaching (Bellevue)	January-February 2020	\$309,000.00				
<b>Subcouncil 6</b> <b>Ext Learning/Jumpstart (Papillion-La Vista, DC West, Springfield Platteview, Elkhorn)</b>	January-February 2019	\$118,046.00	March 2019	April 2019		May 2019



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

2018-2019/20 PILOT PROGRAMS SUMMARY SHEET  
(EXTENDED LEARNING)

SUBCOUNCIL 3				
District / Organization Name	Participating Schools	Type of Program	Program Year	Contract Amount for 2019-20
Completely KIDS	Field Club	Extended Learning / School Year	2019-20	\$40,800.00
<b>Total Cost:</b>				<b>\$40,800.00</b>
SUBCOUNCIL 4				
District / Organization Name	Participating Schools	Type of Program	Program Year	Contract Amount for 2019-22
Millard Public Schools	Year 1 – Cody, Disney Years 2 and 3 - Bryan, Holling Heights, Norris, Rockwell, Sandoz	Instructional Coaching	2019 – 2022	\$133,908.00
<b>Total Cost:</b>				<b>\$133,908.00</b>
SUBCOUNCIL 6				
District / Organization Name	Participating Schools	Type of Program	Program Year	Contract Amount for 2019-20
DC West Community Schools	DC West	Extended Learning / Summer	2019-20	\$7,615.81
Elkhorn Public Schools	Arbor View, Blue Sage, Fire Ridge, Hillrise, Manchester, Sagewood, Skyline, Spring Ridge, West Bay, West Dodge Station, Westridge	Extended Learning / Summer	2019-20	\$12,340.39
Elkhorn Public Schools		Jumpstart to Kindergarten	2019-20	\$12,340.39
Papillion-La Vista School District	Carriage Hill, G. Stanley Hall, Golden Hills, La Vista West, Parkview Heights	Jumpstart to Kindergarten	2019-20	\$80,282.32
Springfield Platteview Community Schools	Springfield, Westmont	Extended Learning / School Year	2019-20	\$4,950.00
<b>Total Cost:</b>				<b>\$117,528.91</b>
<b>TOTAL COST OF ALL PROGRAMS:</b>				<b>\$292,236.91</b>

**SUMMARY OF TERMS**

This document provides a summary of the terms of the proposed **SERVICE PROVIDER AGREEMENT** (the “Agreement”) by and between the **LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES** (the “Learning Community”) and **COMPLETELY KIDS** (“Provider”).

This document is not a binding agreement and is intended to provide only a summary of the proposed terms of the Agreement. Any inconsistency between this Term Sheet and the Agreement shall be resolved pursuant to the Agreement.

<b>Parties:</b>	The Learning Community of Douglas and Sarpy Counties Completely KIDS
<b>Performance Period:</b>	August 14, 2019 – May 22, 2020 (the “Program Term”)
<b>Program Type:</b>	Extended Learning / School Year: CK Field Club (the “Program”) will provide out-of-school programming at Field Club Elementary for 60 students (before school) and 125 students (after school) in Kindergarten through 5 <sup>th</sup> grade in a structured, literacy, math, science, and enrichment-focused programming.
<b>Reporting:</b>	<p>Within 30 days of termination of Program or expiration of Program Term:</p> <ul style="list-style-type: none"> <li>- Provider shall provide report to Munroe-Meyer Institute which includes (1) the school building attended during the immediately prior school year, grade, ethnicity, gender and English language learner status of each Program participant during the Program Term; and (2) that data specified in the Program.</li> <li>- Provider shall submit a written final report to Learning Community that includes Program activities, goals of the Program and accounting of expenditures from Learning Community funds.</li> </ul> <p>The Learning Community may request written interim reports that provide a description of Program objectives and accomplishments, a certification of compliance of the terms and conditions of the Agreement, and accounting of all expenditures from Learning Community funds.</p>
<b>Obligations of Provider:</b>	<ul style="list-style-type: none"> <li>- Provider shall provide the Learning Community a letter of support or a copy of a contract with any third party if the Program included the use of facilities, staff, programs or resources of any third party.</li> <li>- A designated representative of the Learning Community shall be permitted to conduct pre-arranged site visit(s).</li> <li>- Funds provided by the Learning Community shall be accounted</li> </ul>



	<p>for separately in the financial books and records of Provider. Provider shall keep all financial records related to program for 4 years following year program term ends. Provider shall make these records available for review and audit by the Learning Community.</p> <ul style="list-style-type: none"> <li>- The Learning Community and Provider shall each allow the other to review and approve the text of any publicity or external communication concerning the Program.</li> <li>- If requested by the Learning Community, Provider shall provide pertinent information relating to the results, findings or methods developed during the Program.</li> <li>- Provider shall provide a non-exclusive, irrevocable and royalty-free license regarding any works created or used during the course of the Program.</li> <li>- Provider shall maintain all required governmental and professional licenses and credentials in conjunction with the Program.</li> <li>- Provider represents and warrants that all employees and officers working with the Program have undergone exhaustive background checks.</li> <li>- On an annual basis, and whenever amended, Provider shall provide the Learning Community a copy of policies and procedures directed at the prevention of unrestricted access by individuals not directly involved with the Program.</li> <li>- Provider shall provide written notice to Learning Community within five (5) days of significant changes or events that could impact the Program.</li> </ul>
<b>Early Termination:</b>	<p>Either party may terminate the Agreement upon sixty (60) days notice to the other party. If one party is in violation or breach of the Agreement and is not cured within thirty (30) days after receipt of written notice, then termination shall be effective upon written notice of termination to the other party in violation or breach.</p>



**SUMMARY OF TERMS**

This document provides a summary of the terms of the proposed **ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT** (the “Agreement”) by and between the **LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES** (the “Learning Community”) and **DOUGLAS COUNTY SCHOOL DISTRICT NO. 17, aka, THE MILLARD PUBLIC SCHOOL DISTRICT** (“District”).

This document is not a binding agreement and is intended to provide only a summary of the proposed terms of the Agreement. Any inconsistency between this Term Sheet and the Agreement shall be resolved pursuant to the Agreement.

<b>Parties:</b>	The Learning Community of Douglas and Sarpy Counties Douglas County School District No. 17, aka, the Millard Public School District
<b>Performance Period:</b>	<ul style="list-style-type: none"> <li>- <u>Initial Term</u>: Program begins August 1, 2019 for two (2) years.</li> <li>- <u>Extended Term</u>: Automatic extension for additional 1-year term absent either party providing notification of intent not to renew 30 days prior to expiration of Initial Term.</li> </ul>
<b>Program Type:</b>	Instructional Coaching: Programs to provide instructional coaching to current principals and teachers to further professional development and effectiveness of teaching methods.
<b>Reporting:</b>	<ul style="list-style-type: none"> <li>- Within 60 days of termination of Program or expiration of Program Term, District shall provide report to Munroe-Meyer Institute which includes (1) data specified in the Proposal; and (2) data mutually agreed upon by District, Learning Community and Munroe-Meyer Institute.</li> <li>- Within 60 days Program completion, District shall submit a written final report to Learning Community that includes Program activities and accomplishments and accounting of expenditures from Learning Community funds.</li> </ul>
<b>Obligations of District:</b>	<ul style="list-style-type: none"> <li>- District is responsible for administering the Program according to the Proposal submitted, maintaining documentation of all actions and expenditures, and, prior to commencement of Program, submitting an executed Statement of Assurances.</li> <li>- A designated representative of the Learning Community shall be permitted to conduct pre-arranged site visit(s).</li> <li>- Funds provided by the Learning Community shall be accounted for separately in the financial books and records of District. District shall make these records available for review and audit by the Learning Community.</li> <li>- District shall assure that all employees have the required state and professional licenses and credentials in conjunction with the</li> </ul>

	<p>Program and that all contracted service providers have a license to operate in Nebraska.</p> <ul style="list-style-type: none"> <li>- For all individuals involved with the Program, District shall conduct a criminal background check, a national sex offender registry check and a Nebraska Sex Offender Registry check.</li> <li>- District shall, and assure that all contracted service providers, maintain Commercial General Liability insurance, Sexual Abuse &amp; Molestation coverage, Professional or Educator’s Legal Liability insurance, Automobile Liability insurance, Workers’ Compensation and Umbrella/Excess Liability insurance and shall provide evidence of such coverage.</li> <li>- District acknowledges that Learning Community may include information regarding the Program in any external communications.</li> </ul>
<b>Early Termination:</b>	<p>Either party may terminate the Agreement upon sixty (60) days notice to the other party. If District is in breach of the Agreement, Learning Community may immediately terminate the Agreement.</p>

**SUMMARY OF TERMS**

This document provides a summary of the terms of the proposed **ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT** (the “Agreement”) by and between the **LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES** (the “Learning Community”) and, separately, each of the districts listed below (“District”).

This document is not a binding agreement and is intended to provide only a summary of the proposed terms of the Agreement. Any inconsistency between this Term Sheet and the Agreement shall be resolved pursuant to the Agreement.

<b>Parties:</b>	The Learning Community of Douglas and Sarpy Counties <ul style="list-style-type: none"> <li>- Douglas County West Community Schools</li> <li>- Elkhorn Public Schools</li> <li>- Papillion-La Vista School District</li> <li>- Springfield Platteview Community Schools</li> </ul>	
<b>Performance Period:</b>	Programs vary between two (2) weeks and one (1) year between the dates of August 2019 through August 2020 (the “Program Term”).	
<b>Program Types:</b>	Elkhorn Public Schools Papillion-La Vista School District	Jumpstart to Kindergarten: Programs to provide incoming Kindergarten students with instructional experiences that include developing academic and social skills to assist in successful transition into school
	Douglas County West Community Schools Elkhorn Public Schools	Extended Learning / Summer: Programs to provide continued learning and supplemental instruction either during out-of-school-time hours or throughout the summer months
	Springfield Platteview Community Schools	Extended Learning / School Year: Math intervention program that provides individual and group instruction during regular math block and before or after school throughout the year
<b>Reporting:</b>	<ul style="list-style-type: none"> <li>- Within 60 days of termination of Program or expiration of Program Term, District shall provide report to Munroe-Meyer Institute which includes (1) data specified in Program; and (2) data mutually agreed upon by District, Learning Community and Munroe-Meyer Institute.</li> <li>- Within 60 days of Program completion, District shall submit a written final report to Learning Community that includes Program activities and accomplishments and accounting of expenditures from Learning Community funds.</li> </ul>	
<b>Obligations of</b>	<ul style="list-style-type: none"> <li>- District is responsible for administering the Program according to</li> </ul>	

<p><b>District:</b></p>	<p>the Agreement, maintaining documentation of all actions and expenditures, and submitting an executed Statement of Assurances.</p> <ul style="list-style-type: none"> <li>- A designated representative of the Learning Community shall be permitted to conduct pre-arranged site visit(s).</li> <li>- Funds provided by the Learning Community shall be accounted for separately in the financial books and records of District. District shall keep all financial records related to program for 4 years following year program term ends. District shall make these records available for review and audit by the Learning Community.</li> <li>- District shall assure that all employees have the required state and professional licenses and credentials in conjunction with the Program and that all contracted service providers have a license to operate in Nebraska.</li> <li>- For all individuals involved with the Program, District shall conduct a criminal background check, a national sex offender registry check and a Nebraska Sex Offender Registry check.</li> <li>- District shall, and assure that all contracted service providers, maintain Commercial General Liability insurance, Sexual Abuse &amp; Molestation coverage, Professional or Educator’s Legal Liability insurance, Automobile Liability insurance, Workers’ Compensation and Umbrella/Excess Liability insurance and shall provide evidence of such coverage.</li> <li>- District shall allow Learning Community to review and approve the text of any publicity or external communication concerning the Program.</li> </ul>
<p><b>Early Termination:</b></p>	<p>Either party may terminate the Agreement upon sixty (60) days notice to the other party. If District is in breach of the Agreement, Learning Community may immediately terminate the Agreement.</p>

# LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

## OPERATING PROTOCOLS AND MEETING PROCEDURES

*“A team is a small number of people with complementary skills who are committed to a common purpose, performance goals, and an approach for which they hold themselves mutually accountable.”*

*~ John R. Katzenbach and Douglas K. Smith The Wisdom of Teams*

### **Operating Protocols**

Building the CEO and the Learning Community Coordinating Council (“Council”) relationship is critical to the success of that working relationship and the success of the Council and CEO, staff, students, and the Learning Community. Operating Protocols are focused on the collective needs and working conditions necessary for the CEO-Council relationship to prosper. The Operating Protocols envelope and emphasize that working relationship, rather than focusing on the CEO’s management of the Learning Community. The educational leadership and management of the Learning Community are covered in the CEO’s job description and contract. These Operating Protocols are to be interpreted in accordance with the Learning Community Policies and Procedures (the “Policies”), to the extent possible. Any material conflict between the Operating Protocols and the Policies will be reviewed and resolved by the Executive Committee.

Operating Protocols will enable each individual to hold himself or herself accountable in a manner that might not have occurred if the expectation was not defined and adopted. Effective protocols address challenges that typically arise between the Council and the CEO; therefore, it is important that the CEO and Council understand that the Operating Protocols are about working together, not expectations for the other party.

### **How the Council-CEO Governs**

1. We, the members of the Council, recognize that Council meetings are meetings of the Council that are held in public – not public meetings. We will make every effort to start and end meetings on time and ensure meetings are conducted in an appropriate, effective, and efficient manner.
2. We, the members of the Council, will act only as a body. We agree that an individual Council member will not take unilateral action. The individual Council member has no authority outside of the official meeting of the Council. The Council Chair will communicate the position(s) of the Council all issues, including controversial issues. When Council members serve as a committee representative, their role shall be defined by the Council.
3. We, the members of the Council, will conduct ourselves in a respectful manner during Council meetings and in public. We agree to avoid words and actions that create a negative impression of an individual, the Council, or the Learning Community.
4. We, the members of the Council, agree to seek, support, and own the collective decision-making process in the best interest of education. Once the Council has taken action, Council members will support the final decision of the Council.

5. We, the members of the Council acknowledge that the CEO is responsible to oversee the hiring, evaluation, and handling of personnel matters; it is the responsibility of the Council to evaluate the CEO's effectiveness in these matters.
6. We, the members of the Council, have and will delegate authority to the CEO through policy, planning, and evaluation.
7. We, the members of the Council and CEO, will work collaboratively to set the mission, vision, and goals for the Learning Community.

### **How the Council-CEO Communicate**

1. We, the Council and CEO, understand it is our responsibility to ensure a positive climate and culture for the Learning Community. We recognize that the image of the Learning Community is reflective of our leadership. The CEO will be visible in the community, and we will operate transparently and respectfully, maintaining confidentiality and respecting the Open Meetings Law.
2. We, the members of the Council, will engage the CEO in communications in a timely, open, and continuous manner regarding Learning Community issues.
3. We, the members of the Council, will follow the chain of command/communication in relation to all internal and external stakeholders (e.g., Learning Community staff, parents, patrons, etc.) and will establish and maintain effective communications to inform internal and external stakeholders.
4. We, the members of the Council, will listen with respect and be mindful of one's personal behavior in and outside of meetings.
5. We, the members of the Council recognize that the Council Chair will communicate with all Council members providing appropriate information, in a consistent and timely manner.
6. We, the members of the Council and CEO, recognize the importance of proactive communication and agree that there will be attempts made to not have surprises. If the CEO and Council members have questions or concerns, they agree to notify one another in advance.
7. We, the members of the Council, agree that discussion at Council meetings will be limited to the agenda in accordance with Learning Community policies and applicable laws (e.g. items will not be added to the agenda unless it is determined by the Council Chair that it would be detrimental to delay the issue until a subsequent meeting and/or within the appropriate parameters of the law).
8. We, the members of the Council, will direct requests for information, reports, and data in a timely manner through the CEO and Council Chair rather than directly to staff. The CEO will ensure that each member of the Council has equal access to the requested information.
9. We, the members of the Council and CEO acknowledge that the CEO will work with the Council Chair to develop and maintain an Annual Council Planning Calendar to support the work of the Council.

### **How the Council-CEO Grow as a Leadership Team**

1. We, the members of the Council, will engage the CEO as the educational leader of the Learning Community and will receive recommendations, proposals, and/or suggestions on matters that come before the Council.

2. We, the members of the Council and CEO, will set clear goals for the Council and the Learning Community.
3. We, the members of the Council recognize that the CEO will seek comprehensive solutions to problems and will create clear structures for decision-making.
4. We, the members of the Council and CEO, will participate in formal training to develop and grow in our governance and leadership roles.
5. We, the members of the Council recognize that all new members of the Council will participate in a formal orientation provided by the Nebraska Association of School Board and/or led by the CEO and/or Council Chair or their designee.
6. We, the members of the Council and the CEO, will align and advocate for needed Learning Community resources to meet goals and promote student growth and achievement.
7. We, the members of the Council and the CEO, recognize the importance of honoring the Operating Protocols and agree to meet them and to take responsibility for reminding one another when we fail to meet the identified expectations.
8. We, the members of the Council and CEO, agree to set aside time on an annual basis for self-evaluation to review our progress toward adhering to the agreed upon protocols.
9. We, the members of the Council, will evaluate the CEO according to law.

## **Adopt and Review Operating Protocols**

The Council will revisit the Operating Protocols after the first year of implementation and as needed thereafter. It is not unusual that certain protocol language may cause anxiety for a member; however, the Council would reassure the Council member and CEO to be less concerned with the language and more about their willingness to commit to fulfilling the identified protocol. If a member is unable to commit to a protocol, it is important that they share their reasons why. This allows the other members to discuss and to openly share concerns and issues, which can lead to consensus and/or understanding of one another.

Council service is demanding and requires work in order to build and sustain an effective working relationship with the CEO. It is important to set aside time to reflect on the achieved success, as well as areas that may demand growth and improvement.

## **Powers of the Council**

The following list are the items that fall within the legal purview of the Learning Community:

### **Nebraska Revised Statute 79-2104.**

1. Learning community coordinating Council; powers.
2. A learning community coordinating Council shall have the authority to:

3. For fiscal years prior to fiscal year 2017-18, levy a common levy for the general funds of member school districts pursuant to sections 77-3442 and 79-1073;
4. Levy for elementary learning center facility leases, for remodeling of leased elementary learning center facilities, and for up to fifty percent of the estimated cost for focus school or program capital projects approved by the learning community coordinating Council pursuant to subdivision (2)(f) of section 77-3442 and section 79-2111;
5. Levy for early childhood education programs for children in poverty, for elementary learning center employees, for contracts with other entities or individuals who are not employees of the learning community for elementary learning center programs and services, and for pilot projects pursuant to subdivision (2)(g) of section 77-3442, except that not more than ten percent of such levy may be used for elementary learning center employees;
6. Develop, submit, administer, and evaluate community achievement plans in collaboration with the advisory committee, educational service units serving member school districts, member school districts, and the student achievement coordinator or other department staff designated by the Commissioner of Education;
7. Collect, analyze, and report data and information, including, but not limited to, information provided by a school district pursuant to subsection (5) of section 79-201;
8. Approve focus schools and focus programs to be operated by member school districts;
9. Adopt, approve, and implement a diversity plan pursuant to sections 79-2110 and 79-2118;
10. Through school year 2016-17, administer the open enrollment provisions in section 79-2110 for the learning community as part of a diversity plan developed by the Council to provide educational opportunities which will result in increased diversity in schools across the learning community;
11. Annually conduct school fairs to provide students and parents the opportunity to explore the educational opportunities available at each school in the learning community and develop other methods for encouraging access to such information and promotional materials;
12. Develop procedures for determining best practices for addressing student achievement barriers and for disseminating such practices within the learning community and to other school districts;
13. Establish and administer elementary learning centers through achievement subcouncils pursuant to sections 79-2112 to 79-2114;
14. Administer the learning community funds distributed to the learning community pursuant to section 79-2111;
15. Establish a procedure for receiving community input and complaints regarding the learning community;
16. Establish a procedure to assist parents, citizens, and member school districts in accessing an approved center pursuant to the Dispute Resolution Act to resolve disputes involving member



school districts or the learning community. Such procedure may include payment by the learning community for some mediation services;

17. Establish and administer pilot projects related to enhancing the academic achievement of elementary students, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility;
18. Provide funding to public or private entities engaged in the juvenile justice system providing profiling and diversion programming designed to reduce excessive absenteeism and unnecessary involvement with the juvenile justice system; and
19. Hold public hearings at its discretion in response to issues raised by residents regarding the learning community, a member school district, and academic achievement.

## **Rules of Order**

A deliberative body must adopt some form of rules of order that determine such matters as what will be discussed and who may have the floor. The underlying purpose of adopting rules of order is to assure that every member has reasonable opportunity to participate in deliberation and that deliberation is effective and efficient – especially when the topics of discussion become intense.

A Council normally adopts a set of rules of order through Council policy. The value of having such rules becomes most obvious during discussions when people disagree or are intolerant of each other's viewpoint. The rules provide for someone (procedurally the Council Chair) to manage the discussion in a manner that permits all members' views to be heard. The charge of the Chair is also to assure that only one person speaks at a time, that procedures prevent one person – or only persons on one side of an issue – from monopolizing discussion, and that both positive and negative votes are counted. The Council Chair is also responsible for keeping the discussion from wandering to other topics or becoming attacks on the personality or motives of other speakers rather than discussion of issues.

Attention to rules of order should help deliberations move forward in a constructive manner and keep everyone focused on the topic of discussion. On the other hand, bickering over procedural issues can become a method of obstruction by a frustrated Council member. When conflict over parliamentary procedures begins to dominate Council meetings, firm and tactful intervention by the Council Chair may be needed.

## **Purpose and Basic Principles**

Following a uniform set of rules permits a democratic disposition of discussion, giving everyone who wishes to speak an opportunity to express an opinion or raise a question with minimal delay and confusion.

To assure open discussion, Council members must understand when a motion is debatable or not debatable, amendable or not amendable, or whether a speaker may or may not be interrupted.

While the accepted operating principle allows the majority to make decisions, the rights of the minority are protected in major issues calling for two-thirds approval, such as in constitutional changes or debate closure.

**Takeaway:**

- ✓ One matter is considered at a time
- ✓ Right of majority to rule
- ✓ Right of minority to be heard
- ✓ Right of absent member to be protected
- ✓ Informed decisions and judicious actions
- ✓ Free and impartial debate
- ✓ Reasonable length of time
- ✓ Justice and fairness
- ✓ Courtesy to and from others at all times

## **Managing the Meeting**

Every meeting should follow an order of business and an agenda, which should be prepared by the Council Chair and Executive Committee in consultation with the CEO. Each member of the Council should have copies of the agenda well in advance of the meeting, including any background information needed to support agenda items and discussion. The Council Chair calls the meeting to order. The first item of the agenda is the adoption of the agenda.

## **Motions**

All motions are designed to help in handling a main motion. A main motion is simply defined as one, which brings business before the Council for action. The motion may not conflict with local, state, or national law, or with the bylaws or policies of the Council.

Note: Rules of parliamentary procedure do not supersede state statutes.

## **Main Motion**

A main motion is made, seconded, and then restated by the Council Chair or their designee. No other business may be discussed until the motion has been disposed of according to these Operating Protocols. However, no action should be taken without a duly made motion, which can be recorded in the minutes. Each motion should deal with one point and, whenever possible, should be stated in a positive manner. By stating motions in a positive manner, the intent of the Council is made clear. For example, if the motion is to “build a new school” and the vote ends in a tie, then clearly the motion has failed. However, if the motion is stated, “not to build a new school” and the vote ends in a tie, it would be confusing as to what action the Council has taken. The main motion is debatable and is adopted by majority vote.

Note: The main motion is as follows: “I move that...” A motion can be made and discussed only by a member of the Council.

### **Takeaway:**

1. A member makes a motion.
2. There is a second to the motion.

3. The Council Chair states the motion.
4. Members debate the motion.
5. The Council Chair puts the question to a vote.
6. The Council Chair announces the results of the vote.

Motions may also be made to limit the length of time an issue may be discussed. These may be amended, but not debated, and require a two-thirds vote.

## **Additional Motions**

**Abstention** — any Council member may abstain from voting at a call for the vote. A Council member should abstain only when there is a conflict of interest as defined by law.

- The Council Chair should strongly encourage all Council members to vote on all issues in which they do not have a conflict of interest. Council members are elected to make decisions regardless of how difficult the decision may be. Those who abstain from voting are in effect voting with the prevailing side.
- No member should vote on a question in which they have personal interest.
- Councils cannot compel a person to vote, but each Council member should carefully consider situations that justify abstaining.
- The Council Chair (without relinquishing the chair) may enter discussion, make and second motions, and vote.

**Acceptance of Motion** —a motion cannot be made until the item is reached on the agenda and called for by the Council Chair or presiding officer.

**Amend Agenda** —this motion is only used to include emergency items as defined in NEB. REV. STAT. § 84-1411 items not anticipated when the meeting notice is published, and the agenda is final. The Council may reorganize the order of the agenda items to accommodate the needs of the speaker, but you may not reorder to move a controversial issue to avoid public scrutiny. The chair calls for discussion, which is limited to the proposed amendment. If the proposed amendment receives a favorable majority, further discussion is only on the motion as amended and the chair must restate the motion for discussion.

**Amendment**—at any time before a vote is taken on a main motion, any Council member may move to amend the main motion. The motion to amend should state the proposed amendment to the main motion, and a second must be received before it can be recognized by the Council Chair. A Council member may amend a main motion by:

- Adding words
- Striking words
- Substituting words, sentences, or inserting paragraphs

The Council member offering the proposed amendment should clearly indicate what changes are to be made, and by what method, and the Council Chair should repeat the proposed amendment.

The Council Chair should call for discussion on the amendment. When discussion ends, the Council Chair shall ask for a vote on the amendment. If a majority of the membership votes in favor of the amendment, then the wording of the original main motion is changed. More discussion on the amended main motion may occur and then a vote is taken.

**Call for the Question** — any member of the Council may at any time during discussion call for the question. If that call receives a second and approval by two-thirds of the Council, the presiding officer shall immediately call for the vote.

**Call to Order** — at the posted meeting time, the Council Chair determines whether a quorum is present and, if so, calls the meeting to order. If the Council Chair is not in attendance, the Vice-Chair presides over the meeting.

**Change of Vote** — a member may change his/her vote if he/she announces the change before the Council Chair announces the results of the vote.

**Lack of Quorum** — a majority of the members are not present at any time during the meeting, the Chair may declare the meeting recessed until a quorum is present, adjourn the meeting or allow for presentation of guests, but no action may be taken or approved.

**Laid on the table or tabled** — a motion may also be laid on the table or tabled. It may be taken from the table when new conditions arise, new information is received, or whenever no other matter is before the body. These motions may not be debated or amended. They require majority vote. Tabling motions should not be used intentionally to kill a motion.

Methods to delay consideration of a motion:

- A motion to lay on the table or “to table” (a motion to “lay on the table” is not debatable).
- A motion to postpone indefinitely.
- A motion to postpone to a definite time.

**Main Motion** — the main motion is as follows: “I move that....” A motion can be made and discussed only by a member of the Council.

**Motion Defeated** — a motion, which did not receive a favorable majority, is a defeated motion. A tie vote defeats a motion.

**Out-of-Order Motion** — a motion is out of order when it does not relate to the matter before the Council or is a main motion when another main motion is before the Council.

**Point of Order** — may be raised if the rules appear to have been broken. During the discussion of any motion, a Council member may raise a point of order. It can be done at any time, but only to question a ruling of the Council Chair or a point of parliamentary procedure. This may interrupt a speaker during debate or anything else if the breach of the rules warrants it. The point is resolved before business continues. It does not require a second it is not debatable, but the Council Chair can permit an explanation. A point of order cannot be amended. The Council Chair rules and a vote is not required.

**Privilege of Council Members** — a Council member who is speaking should not be interrupted by any person except with the Council member’s consent. If the speaking member yields to another Council member, the Council Chair or presiding officer again recognizes that Council member immediately at the

conclusion of the other Council member's remarks.

**Quorum** — a majority of the members of the Council is a quorum.

**Refer to Committee** — the main motion, with or without amendments, may be referred to a committee or to staff for study. The committee or staff must report at the time specified in the motion to refer to committee. A simple majority of the Council members must accept the motion, which is debatable and amendable.

**Revised Motion** — at any time before a vote is taken on a motion, the person making the motion may revise the wording. If the revision is accepted by the second or if the motion is seconded by another member, the revised motion is the motion before the Council.

**Second** — under standard procedures, no motion should be discussed or voted on unless a member other than the one making the motion has seconded it. Statute does not require a second for every motion; however, it is commonly accepted as part of parliamentary procedure. Be sure this point is clear in your Council policy. Note: A second is not required on a committee report.

**Termination of Discussion** — the presiding officer may close discussion when he/she determines there has been sufficient discussion to consider all relevant information. Discussion is closed unless there is an objection from a member or a motion and second followed by two-thirds vote to keep discussion open.

**Vote** — the vote on all matters shall be made in person. As a member of the Council, the Council Chair should vote on every motion. The Council Chair shall announce the result of the vote immediately.

## Voting

NEB.REV.STAT. § 84-1413. **Meetings; minutes; roll call vote; secret ballot; when.**

“...(2) Any action taken on any questions or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting.” (Nebraska Legislature)

The vote on all matters shall be made in person. As a member of the Council, the Council Chair should vote on every motion. The chair shall announce the result of the vote immediately.

- Voice vote
- Show of hands
- Roll call vote

### Secret Ballot Vote

NEB.REV.STAT. § 84-1413. **Meetings; minutes; roll call vote; secret ballot; when.**

“...(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.” (Nebraska Legislature)

NEB.REV.STAT. § 84-1413. **Meetings; minutes; roll call vote; secret ballot; when.**

“...(2) Any action taken on any questions or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was, absent or not voting.”

The vote on all matters shall be made in person. As a member of the Council, the chair should vote on every motion. The chair shall announce the result of the vote immediately.

- Voice vote
- Show of hands
- Roll call vote

## **Abstention**

*It is the duty of every Council member who has an opinion on a question before the Council to express it in a vote.*

## **Consent Agenda**

- Consent agenda items should be listed on the agenda.
- A Council member may request that an item be pulled from the consent agenda for separate discussion and vote.
- After an item is pulled from the consent agenda, the remaining items may be passed with a motion, second, and affirmative vote of the Council.

## **Motion to Reconsider**

- A motion to reconsider enables a majority, within a limited time (which is usually within the same meeting) to bring back for further consideration a motion which has already been acted upon.
- A motion to reconsider can only be made by a member who voted with the prevailing side.
- A motion to reconsider requires a second and it is debatable.
- If the motion to reconsider is passed, the original question is before the Council in the exact position it occurred before it was voted upon; this allows the Council to correct a hasty decision.

The motion to reconsider:

- Cannot interrupt a speaker who has the floor and has begun to speak
- Must be seconded
- Is debatable if the motion to be reconsidered is debatable
- Cannot be amended
- Requires a majority vote
- Cannot be reconsidered
- Must be made on the same day as the meeting in which the motion to be reconsidered was decided

- Must be made by a person who voted on the *prevailing* side of the motion to be reconsidered.
- Anytime a motion to *Reconsider* is (properly) made, all action authorized by the motion being considered is suspended until the decision whether to reconsider is made.

## **Motion to Rescind**

There are no time limitations to rescind a motion. If action has been taken as a result of the motion the Council may not rescind. To rescind it takes 2/3 vote.

- Unlike the motion to reconsider any member of the Council may make a motion to rescind. It must have a second.
- A motion to rescind can be made only when it is too late to reconsider.
- A motion to rescind cannot be made if the motion has caused something to be done which cannot be undone.
- It is advisable to give notice of an intention to offer a motion to rescind a previous motion.

## **Motion to Adjourn**

When the agenda is completed and there are no objections, the Council Chair may declare the meeting adjourned without a motion.

- A motion to adjourn is almost always in order. The exceptions are when a speaker has the floor, when a vote is being taken, after a similar motion has been turned down, and when the business at hand cannot be concluded quickly.
- The motion to adjourn is not debatable.
- A motion to adjourn is not a debatable motion.

### Robert's Rules Quick Summary

What you want to accomplish:	You should say:	Can you interrupt the speaker:	Do you need a second?	Does it have to go to discussion?	Can the motion be amended?	Level of vote you need:
To take a break/recess	"I move that we recess until 7 p.m." <b>or</b> "I move to recess for 10 minutes"	No	Yes	No	Yes	Majority
To stop the discussion or consideration of a motion  To start the discussion or consideration of something that was previously tabled	"I move that we table the current motion/question."  "I move we take from the table ..."	No	Yes	No	No	Majority
To amend a motion	"I move that this motion be amended by ..." (if seconded, discuss, and vote on motion to amend); (then discuss motion as amended); (vote on motion discussed)	No	Yes	Yes	Yes	Majority
To postpone the discussion and vote on a motion/question until a later time in the same session (no later than the next meeting)	"I move to postpone this matter/question until ... (time or next meeting)"	No	Yes	Yes	Yes	Majority
To limit the discussion or debate of a motion/question - can limit either by person or by total amount of time (you can also limit the number of people who can discuss/debate the motion/question)	"I move to limit discussion/debate of the motion/question to 20 minutes/2 minutes per speaker" <b>or</b> "I move to end discussion (of this motion/question) at __ p.m."	No	Yes	No	Yes	2/3
To end discussion/debate of the previous motion and call for a vote on the motion/question	"I move the previous question" <b>or</b> "I move to call/demand a vote on the previous question"	No	Yes	No	No	2/3
To object to violation of procedure, i.e. discussion of issue not relevant to motion/question being discussed/debated (you can use this to interrupt a speaker and reign in a debate that has gone off topic)	"Point of order" <b>or</b> "Point of order can we bring discussion back to (pending motion/question)" <b>or</b> "Point of order, does (issue that is off-topic) pertain (or similar word) to (pending motion/question)."	Yes	No	No	No	Chair decides