

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

AGENDA

April 16, 2020 – 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 – March 19, 2020 and March 28, 2020
5. Reports
 - a) Chair
 - b) Treasurer
 - i. **Action Item:** Accept Treasurer's Report dated March 31, 2020
 - c) Chief Executive Officer
 - d) Legal Counsel
6. Superintendents' Plan for Early Childhood Education Update
7. Learning Community Center of South Omaha Update – Renee Franklin
8. Learning Community Center of North Omaha Update – Renee Franklin /Jamalia Parker
 - a) Discuss OPS Early Childhood Partnership Contract
9. Subcommittee Reports
 - a) Elementary Learning and Diversity Subcommittee
 - i. Discuss District Initiatives
 - b) Budget, Finance & Audit Subcommittee
 - i. Upon recommendation of the Budget, Finance and Audit Subcommittee, motion to approve a \$1,000,000.00 (one million dollars) Cyber Insurance policy, as presented in the meeting materials.
 - c) Legislative Subcommittee

10. New Business

- a) Discuss UNMC Contract
- b) Upon recommendation of the Executive Committee, motion to recommend approval in an amount not to exceed \$80,000.00 per fiscal year to fund MOEC's Community Impact Plan, a component of the CAP. This funding will come from core services dollars. Two-year approval is contingent upon Council approval of the 2020/2021 and 2021/2022 fiscal year budgets for the Learning Community.
- c) Upon recommendation of the Executive Committee, motion to continue with Carroll Communications on a month-to-month basis until consultation with new CEO and the Learning Community Foundation outlines the new communications plan.
- d) Selection of new CEO
 - i. Upon recommendation of the Executive Committee, motion that the Learning Community employ Bradley Ekwerekwu in the position of Chief Executive Officer, consistent with the conditions set forth in the document titled Employment Term Sheet.

11. Next Council Meeting –

- May 21, 2020 Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

12. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

| | |
|-------------------------|--|
| Advisory Committee | To Be Determined |
| LC Coordinating Council | May 21, 2020, 6:00 p.m. Learning Community Center of North Omaha, 1612 N. 24 th Street, Omaha, NE |
| Subcouncil #1 | To Be Determined |
| Subcouncil #2 | To Be Determined |
| Subcouncil #3 | To Be Determined |
| Subcouncil #4 | To Be Determined |
| Subcouncil #5 | To Be Determined |
| Subcouncil #6 | To Be Determined |

HANDOUTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS:

- LCCC Minutes dated March 19, 2020 and March 28, 2020
- Treasurer's Report dated March 31, 2020
- Cyber Insurance Policy
- MOEC Memo

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

March 19, 2020

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held March 19, 2020, 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 11, 2020. 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 12, 2020.

1. **Call Meeting to Order.** The meeting was convened and called to order by Vice Chair Hager at 6:04 p.m. and began with the recitation of the Pledge of Allegiance.
2. **Public Notice & Compliance with Open Meetings Act.** Vice Chair Hager 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.** (Z indicates participated via Zoom)

Voting Members Present: Hager, Hahn (Z), Hoeger, Kozel (Z) Martinez-Real (Z)
Thommes, Williams, Kelley (Z)

Voting Members Absent: Ekwerekwu, Ward, Woodward, Avery

Voting Members Excused:

Staff Present: Franklin, Parker (Z), Patton, Kreher, Benzel

Also Present: Margaret Hershiser, Koley Jessen P.C.

4. **Approval of Minutes.** Vice Chair Hager presented the Council minutes from the February 20, 2020 public meeting of the Council. Motion by Mr. Hoeger, seconded by Dr. Williams, to approve the minutes of the Council meeting held on February 20, 2020. Yeas: Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Kelley. Abstain: None: Nays: N o n e . **Motion carried.**

5. Reports

- a) Chair – Vice Chair Hager announced the CEO Finalists: Dr. Keith Bigsby, Dr. Bradley Ekwerekwu and Mr. Bret Anderson. A handout was provided.

b) Treasurer

- i. Motion by Vice Chair Hager, seconded by Mr. Thommes, upon recommendation of the Budget, Finance & Audit Subcommittee, motion to accept Treasurer's Report dated February 29, 2020. Yeas: Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Kelley. Abstain: None: Nays: N o n e . **Motion carried.** A handout was provided.

It is noted for the record that Ms. Woodward joined the meeting via Zoom at 6:20 p.m.

- ii. Motion by Vice Chair Hager, seconded by Mr. Thommes, upon recommendation of the Budget, Finance & Audit Subcommittee, motion to accept the Second Quarter Budget to Actual Report. Yeas: Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Woodward, Williams, Kelley. Abstain: None: Nays: N o n e . **Motion carried.** A handout was provided.

c) Chief Executive Officer – Mr. Patton reported on issues dealing with the Corona virus.

d) Legal Counsel – No Report

6. Superintendents' Plan for Early Childhood Education Plan Overview – No Report

7. Learning Community Center of South Omaha Update – No Report

8. Learning Community Center of North Omaha Update – Ms. Franklin discussed the Nebraska Early Childhood Collaborative Agreement for Childcare Director Training.

- a) Motion by Vice Chair Hager, seconded by Ms. Hahn, upon recommendation of the Executive Committee and Subcouncil 2, motion to solicit opportunities or responses for operations management of Parent University and leadership. Yeas: Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Woodward, Kelley. Abstain: None: Nays: N o n e . **Motion carried.** A handout was provided.

9. Subcommittee Reports

a) Elementary Learning and Diversity Subcommittee – No Report

b) Budget, Finance & Audit Subcommittee –

i. Koch Insurance Policies Renewal

Motion by Mr. Hoeger, seconded by Vice Chair Hager, 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). Yeas: Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Woodward, Kelley. Abstain: None: Nays: N o n e . **Motion carried.** A handout was provided.

c) Legislative Subcommittee – Vice Chair Hager provided a report. The Nebraska Legislature is currently suspended.

10. New Business –

Action Item: Motion by Mr. Hoeger, seconded by Dr. Williams to approve:

- a) **WHEREAS**, the World Health Organization has officially declared the COVID-19 disease ("Coronavirus") outbreak a global pandemic;
- b) **WHEREAS**, school districts and universities across the United States have or are planning to temporarily close in response to concerns over the spread of Coronavirus and the health and safety of students and employees;

- c) **WHEREAS**, through its policies and practices, the Learning Community of Douglas and Sarpy Counties (the “Learning Community”) has made a commitment to providing a safe environment for its employees and members of the community that it serves; and
- d) **WHEREAS**, the Council desires to provide some paid leave to certain hourly employees of the Learning Community in the case of the Learning Community’s temporary closure caused by Coronavirus.
- e) **NOW, THEREFORE, BE IT RESOLVED** that should the Learning Community be closed because of the Coronavirus (the “Closure”), the Learning Community may provide up to twenty (20) days of paid leave (as determined by the CEO) to hourly employees of the Learning Community for days that the hourly employee would otherwise have been scheduled to work during the Closure (the “4-Week Period”); and
- f) **BE IT FURTHER RESOLVED** that the Council reserves the right to reduce or terminate the temporary paid leave at any time.

Friendly amendment offered by Vice Chair Hager, seconded by Mr. Hoeger to change f) to read that the Council reserves the right to increase, reduce or terminate the temporary paid leave at any time. Discussion took place. Yeas: Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: N o n e . **Motion carried.**

Return to Motion as Amended:

Action Item: Motion by Mr. Hoeger, seconded by Dr. Williams to approve:

- a) **WHEREAS**, the World Health Organization has officially declared the COVID-19 disease (“Coronavirus”) outbreak a global pandemic;
- b) **WHEREAS**, school districts and universities across the United States have or are planning to temporarily close in response to concerns over the spread of Coronavirus and the health and safety of students and employees;
- c) **WHEREAS**, through its policies and practices, the Learning Community of Douglas and Sarpy Counties (the “Learning Community”) has made a commitment to providing a safe environment for its employees and members of the community that it serves; and
- d) **WHEREAS**, the Council desires to provide some paid leave to certain hourly employees of the Learning Community in the case of the Learning Community’s temporary closure caused by Coronavirus.
- e) **NOW, THEREFORE, BE IT RESOLVED** that should the Learning Community be closed because of the Coronavirus (the “Closure”), the Learning Community may provide up to twenty (20) days of paid leave (as determined by the CEO) to hourly employees of the Learning Community for days that the hourly employee would otherwise have been scheduled to work during the Closure (the “4-Week Period”); and
- f) **BE IT FURTHER RESOLVED** that the Council reserves the right to increase, reduce or terminate the temporary paid leave at any time.

Yeas: Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Woodward, Kelley. Abstain: None. Nays: N o n e . **Motion carried.**

11. Next Council Meeting –

March 28, 2020, Learning Community Center of North Omaha, 1612 N. 24th Street,
Omaha, NE

12. Adjournment – Meeting was adjourned with unanimous approval at 6:57 p.m.

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

- LCCC Minutes dated February 20, 2020
- Treasurer's Report dated February 29, 2020
- Second Quarter Budget to Actual
- Koch Insurance Packet

Carol Hahn – Secretary

**LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES LEARNING
COMMUNITY COORDINATING COUNCIL**

March 28, 2020

A Special meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held March 28, 2020 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 24, 2020. 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 25, 2020.

1. **Call Meeting to Order.** The meeting was convened and called to order by Chair Kelley at 8:30 a.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/Zoom: Hager, Hahn, Hoeger, Kozel, Martinez- Real, Thommes, Williams, Woodward, Kelley

Voting Members Absent: Ward

Voting Members Excused: Avery, Ekwerekwu

Staff Present:

Also Present: Margaret Hershisser, Koley Jessen P.C.

1. CEO Finalists Interviews

- a) Dr. Keith Bigsby – 8:30 a.m.
- b) Dr. Bradley Ekwerekwu – 10:00 a.m.
- c) Mr. Bret Anderson – 12:00 noon

2. Discussion of CEO Finalists

- a) Motion by Mr. Hager, seconded by Mr. Thommes, to go into closed session at 2:14 p.m. as authorized by Nebraska Revised Statute 84-1410 to discuss discrete issues involving the candidates under consideration for the position of CEO. The closed session was necessary to prevent needless injury to the reputation of the individuals being discussed, none of whom requested a public meeting. Yeas: Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Woodward, Kelley. Nays: None. Abstain: None.

i. Mr. Hager stated: In accordance with the vote just taken, the Council will now go into closed session only to discuss confidential personnel matters involving the candidates under consideration for the position of CEO. The Council is going into closed session at 2:14 p.m.

b) The Council went into closed session at 2:14 p.m. during which it discussed confidential personnel matters. No action was taken. Motion by Mr. Hager, seconded by Mr. Thommes to return to open session at 3:30 p.m. Yeas: Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Woodward, Kelley. Nays: None. Abstain: None. Once in Open Session, Mr. Hager opened the meeting for further public discussion regarding the candidates.

3. CEO Position

a) Motion by Mr. Hager, seconded by Mr. Thommes, to extend an employment offer to Bradley Ekwerekwu as the next CEO of the Learning Community of Douglas and Sarpy Counties, contingent upon successful contract negotiations led by the Council Chair and on completion of the Learning Community's hiring procedures. Yeas: Hager, Hahn, Hoeger, Kozel, Martinez-Real, Thommes, Williams, Woodward, Kelley. Nays: None. Abstain: None.

4. Next Council Meeting –

- April 16, 2020 Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE

5. . Adjournment at 3:30 p.m.

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

- CEO Packets

Carol Hahn – Secretary

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

March 2020

April 16, 2020 Agenda Item 5 (b) i

Filter Criteria includes: 1) Job ID: Multiple IDs; 2) Includes Drop

| Date | Name | Invoice/CM # | Line Description | Debit Amount | Credit Amount | Payment Status |
|--------------|------------------------------------|-------------------|---|--------------|---------------|----------------|
| 1304 3/1/20 | El Mero Mero Inc | Jan/Feb utilities | Cleaning 1/13 - 2/12 | 1,400.00 | | |
| 1304 3/1/20 | El Mero Mero Inc | Jan/Feb utilities | MUD -1/7 - 2 /6 | 204.00 | | |
| 1304 3/1/20 | El Mero Mero Inc | Jan/Feb utilities | OPPD 1/14 - 2/11 | 276.00 | | |
| 1304 3/1/20 | El Mero Mero Inc | Jan/Feb utilities | El Mero Mero Inc | | 1,880.00 | Paid In Full |
| 1304 3/1/20 | El Mero Mero Inc | March Rent | March Rent | 3,200.00 | | |
| 1304 3/1/20 | El Mero Mero Inc | March Rent | El Mero Mero Inc | | 3,200.00 | Paid In Full |
| 1305 3/1/20 | HELP Foundation of Omaha | March Rent | South Omaha Center, rent & utilities | 12,213.19 | | |
| 1305 3/1/20 | HELP Foundation of Omaha | March Rent | HELP Foundation of Omaha | | 12,213.19 | Paid In Full |
| 1306 2/22/20 | Lund Company | 41612 - March | March 2020 Rent | 52,212.61 | | |
| 1306 2/22/20 | Lund Company | 41612 - March | Lund Company | | 52,212.61 | Paid In Full |
| 3704 3/16/20 | Buffett Early Childhood Institute | March payment | March Evaluation Payment | 18,666.66 | | |
| 3704 3/16/20 | Buffett Early Childhood Institute | March payment | Buffett Early Childhood Institute | | 18,666.66 | Paid In Full |
| 3705 3/17/20 | UNMC | March 2020 | Program Evaluation | 35,760.33 | | |
| 3705 3/17/20 | UNMC | March 2020 | Program Evaluation | | 35,760.33 | Paid In Full |
| 4565 3/1/20 | Buffett Early Childhood Institute | March 2020 | March Sup. Early Childhood Education Plan | 110,507.08 | | |
| 4565 3/1/20 | Buffett Early Childhood Institute | March 2020 | Buffett Early Childhood Institute | | 110,507.08 | Paid In Full |
| 4566 2/20/20 | Blue Cross Blue Shield of Nebraska | March 2020 | Adm premiums | 3,619.38 | | |
| 4566 2/20/20 | Blue Cross Blue Shield of Nebraska | March 2020 | LCCC premiums | 732.41 | | |
| 4566 2/20/20 | Blue Cross Blue Shield of Nebraska | March 2020 | LCCNO premiums | 703.45 | | |
| 4566 2/20/20 | Blue Cross Blue Shield of Nebraska | March 2020 | ELC premiums | 703.45 | | |
| 4566 2/20/20 | Blue Cross Blue Shield of Nebraska | March 2020 | PU premiums | 5,522.07 | | |
| 4566 2/20/20 | Blue Cross Blue Shield of Nebraska | March 2020 | Blue Cross Blue Shield of Nebraska | | 11,280.76 | Paid In Full |
| 4567 2/20/20 | City of Omaha | 180856 | January Librarian payroll/benefits | 4,807.59 | | |
| 4567 2/20/20 | City of Omaha | 180856 | City of Omaha | | 4,807.59 | Paid In Full |
| 4568 2/24/20 | Omaha Public Schools | January #28 | January Early childhood | 51,693.52 | | |
| 4568 2/24/20 | Omaha Public Schools | January #28 | Omaha Public Schools | | 51,693.52 | Paid In Full |
| 4568 2/24/20 | Omaha Public Schools | January 2020 | Instructional Coaches #1 - January | 15,202.70 | | |
| 4568 2/24/20 | Omaha Public Schools | January 2020 | Omaha Public Schools | | 15,202.70 | Paid In Full |
| 4568 2/24/20 | Omaha Public Schools | January 2020-1 | Instructional Coaches #1 - January | 11,299.63 | | |
| 4568 2/24/20 | Omaha Public Schools | January 2020-1 | Omaha Public Schools | | 11,299.63 | Paid In Full |
| 4569 3/2/20 | Surreal Media Lab, LLC | 580 | Social Media Management March | 2,770.00 | | |
| 4569 3/2/20 | Surreal Media Lab, LLC | 580 | Surreal Media Lab, LLC | | 2,770.00 | Paid In Full |
| 4570 2/22/20 | Colonial Life | 3884152-0301006 | Short term - Adm | 605.15 | | |
| 4570 2/22/20 | Colonial Life | 3884152-0301006 | Short Term - ELC | 138.00 | | |
| 4570 2/22/20 | Colonial Life | 3884152-0301006 | Short Term - LCCNO | 63.70 | | |
| 4570 2/22/20 | Colonial Life | 3884152-0301006 | Short Term - PU | 500.25 | | |
| 4570 2/22/20 | Colonial Life | 3884152-0301006 | Colonial Life | | 1,307.10 | Paid In Full |

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

March 2020

Filter Criteria includes: 1) Job ID: Multiple IDs; 2) Includes Drop

| Date | Name | Invoice/CM # | Line Description | Debit Amount | Credit Amount | Payment Status |
|--------------|---------------------------------------|-----------------|---------------------------------------|--------------|---------------|----------------|
| 4571 2/29/20 | Culligan of Omaha | 584243-February | LCCNO water & supplies | 52.00 | | |
| 4571 2/29/20 | Culligan of Omaha | 584243-February | Culligan of Omaha | | 52.00 | Paid In Full |
| 4571 2/29/20 | Culligan of Omaha | 972439 | Equipment charge | 12.00 | | |
| 4571 2/29/20 | Culligan of Omaha | 972439 | Culligan of Omaha | | 12.00 | Paid In Full |
| 4572 2/14/20 | Host Coffee Services | 1801115 | Coffee | 43.59 | | |
| 4572 2/14/20 | Host Coffee Services | 1801115 | Host Coffee Services | | 43.59 | Paid In Full |
| 4573 2/24/20 | Harry A. Koch Co. | 162625 | Public Bond - Hoeger | 1,361.00 | | |
| 4573 2/24/20 | Harry A. Koch Co. | 162625 | Harry A. Koch Co. | | 1,361.00 | Paid In Full |
| 4574 2/28/20 | Lutheran Family Services | 1649 | Interpreter services | 242.62 | | |
| 4574 2/28/20 | Lutheran Family Services | 1649 | Lutheran Family Services | | 242.62 | Paid In Full |
| 4575 3/17/20 | Madison National Life Ins. | April 2020 | Admin life insurance | 278.55 | | |
| 4575 2/22/20 | Madison National Life Ins. | 1382096 | Life Admin | 278.55 | | |
| 4575 2/22/20 | Madison National Life Ins. | 1382096 | Life ELC | 84.55 | | |
| 4575 2/22/20 | Madison National Life Ins. | 1382096 | Life - LCCNO | 40.55 | | |
| 4575 2/22/20 | Madison National Life Ins. | 1382096 | Life - PU | 255.60 | | |
| 4575 2/22/20 | Madison National Life Ins. | 1382096 | Madison National Life Ins. | | 659.25 | Paid In Full |
| 4576 2/10/20 | Nebraska Association of School Boards | 05415-X06G3 | Legislative Conference Woodward | 110.00 | | |
| 4576 2/10/20 | Nebraska Association of School Boards | 05415-X06G3 | Nebraska Association of School Boards | | 110.00 | Paid In Full |
| 4577 1/14/20 | Pay-LESS Office Products, Inc. | 3140448-1 | Supplies | 13.69 | | |
| 4577 1/14/20 | Pay-LESS Office Products, Inc. | 3140448-1 | Pay-LESS Office Products, Inc. | | 13.69 | Paid In Full |
| 4577 2/12/20 | Pay-LESS Office Products, Inc. | 3149661-1c | credit for overpayment | | 0.40 | |
| 4577 2/12/20 | Pay-LESS Office Products, Inc. | 3149661-1c | Pay-LESS Office Products, Inc. | 0.40 | | Paid In Full |
| 4577 2/24/20 | Pay-LESS Office Products, Inc. | 3153143-0 | Admin supplies | 290.80 | | |
| 4577 2/24/20 | Pay-LESS Office Products, Inc. | 3153143-0 | Pay-LESS Office Products, Inc. | | 290.80 | Paid In Full |
| 4577 2/24/20 | Pay-LESS Office Products, Inc. | 3153895-0 | PU Supplies | 19.39 | | |
| 4577 2/24/20 | Pay-LESS Office Products, Inc. | 3153895-0 | Pay-LESS Office Products, Inc. | | 19.39 | Paid In Full |
| 4577 3/2/20 | Pay-LESS Office Products, Inc. | 3156084-0 | Supplies | 22.38 | | |
| 4577 3/2/20 | Pay-LESS Office Products, Inc. | 3156084-0 | Pay-LESS Office Products, Inc. | | 22.38 | Paid In Full |
| 4577 3/2/20 | Pay-LESS Office Products, Inc. | 3156084-0 | Supplies | 42.04 | | |
| 4577 3/2/20 | Pay-LESS Office Products, Inc. | 3156084-0 | Pay-LESS Office Products, Inc. | | 42.04 | Paid In Full |
| 4578 2/29/20 | Ringle Resources | 02292020 | PU database support | 700.00 | | |
| 4578 2/29/20 | Ringle Resources | 02292020 | Ringle Resources | | 700.00 | Paid In Full |
| 4579 2/17/20 | TAPS | 9322 | Childcare - 2/8- 2/13 | 1,263.45 | | |
| 4579 2/17/20 | TAPS | 9322 | TAPS | | 1,263.45 | Paid In Full |
| 4579 2/24/20 | TAPS | 9334 | Childcare 2/5 - 2/21 | 1,100.17 | | |
| 4579 2/24/20 | TAPS | 9334 | TAPS | | 1,100.17 | Paid In Full |
| 4580 2/19/20 | VSP | 808781833 | March 2020 | 122.52 | | |

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

March 2020

Filter Criteria includes: 1) Job ID: Multiple IDs; 2) Includes Drop

| Date | Name | Invoice/CM # | Line Description | Debit Amount | Credit Amount | Payment Status |
|--------------|--|-----------------|--|--------------|---------------|----------------|
| 4580 2/19/20 | VSP | 808781833 | VSP | | 122.52 | Paid In Full |
| 4581 2/6/20 | WHC LLC dba zTrip | 20762 | Transportation services January 2020 | 965.40 | | |
| 4581 2/6/20 | WHC LLC dba zTrip | 20762 | Council Transportation services January 2020 | 33.40 | | |
| 4581 2/6/20 | WHC LLC dba zTrip | 20762 | WHC LLC dba zTrip | | 998.80 | Paid In Full |
| 4582 3/12/20 | William Brooks | Fac. Maint. IET | March 7, 2020 time sheet | 240.00 | | |
| 4582 3/12/20 | William Brooks | Fac. Maint. IET | William Brooks | | 240.00 | Paid In Full |
| 4583 3/12/20 | Latisha Gordon | Fac Maint IET | March 7, 2020 time sheet | 240.00 | | |
| 4583 3/12/20 | Latisha Gordon | Fac Maint IET | Latisha Gordon | | 240.00 | Paid In Full |
| 4584 3/12/20 | Tashlin Harris | Fac Maint IET | March 7, 2020 time sheet | 240.00 | | |
| 4584 3/12/20 | Tashlin Harris | Fac Maint IET | Tashlin Harris | | 240.00 | Paid In Full |
| 4585 3/12/20 | Raymundo Montejano, III | Fac Maint IET | March 7, 2020 time sheet | 240.00 | | |
| 4585 3/12/20 | Raymundo Montejano, III | Fac Maint IET | Raymundo Montejano, III | | 240.00 | Paid In Full |
| 4586 3/12/20 | Said Ismail Somobwana | Fac Maint IET | March 7, 2020 time sheet | 240.00 | | |
| 4586 3/12/20 | Said Ismail Somobwana | Fac Maint IET | Said Ismail Somobwana | | 240.00 | Paid In Full |
| 4587 3/12/20 | Jarobi LaQuan Williams | Fac Maint IET | March 7, 2020 time sheet | 240.00 | | |
| 4587 3/12/20 | Jarobi LaQuan Williams | Fac Maint IET | Jarobi LaQuan Williams | | 240.00 | Paid In Full |
| 4588 2/29/20 | Completely KIDS | 02292020FC | Contract billing, Field Club | 5,650.00 | | |
| 4588 2/29/20 | Completely KIDS | 02292020FC | Completely KIDS | | 5,650.00 | Paid In Full |
| 4589 3/13/20 | Douglas County West School District Mar 2020 | | Supt. Earl Childhood Program | 5,144.73 | | |
| 4589 3/13/20 | Douglas County West School District Mar 2020 | | Douglas County West School District | | 5,144.73 | Paid In Full |
| 4590 2/29/20 | Great Kids, Inc. | 15809 | Professional development | 7,285.00 | | |
| 4590 2/29/20 | Great Kids, Inc. | 15809 | Great Kids, Inc. | | 7,285.00 | Paid In Full |
| 4591 3/13/20 | Jensen Rogert Associates, Inc. | 2020-04 | April expenses | 2,375.00 | | |
| 4591 3/13/20 | Jensen Rogert Associates, Inc. | 2020-04 | Jensen Rogert Associates, Inc. | | 2,375.00 | Paid In Full |
| 4592 3/10/20 | Lutheran Family Services | February 2020 | February 2020 expenses | 16,341.39 | | |
| 4592 3/10/20 | Lutheran Family Services | February 2020 | Lutheran Family Services | | 16,341.39 | Paid In Full |
| 4593 2/28/20 | One World Community Health Center 3729-IN | | Salary reimbursement 2/2020 | 4,737.08 | | |
| 4593 2/28/20 | One World Community Health Center 3729-IN | | One World Community Health Centers, Inc | | 4,737.08 | Paid In Full |
| 4593 3/1/20 | One World Community Health Center 3727-IN | | March 2020 expenses | 128,750.00 | | |
| 4593 3/1/20 | One World Community Health Center 3727-IN | | One World Community Health Centers, Inc | | 128,750.00 | Paid In Full |
| 4594 3/9/20 | Porter Trustin Carlosn Co. | 24721-IN | Install new screen in Community Room | 4,909.00 | | |
| 4594 3/9/20 | Porter Trustin Carlosn Co. | 24721-IN | Porter Trustin Carlosn Co. | | 4,909.00 | Paid In Full |

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

March 2020

Filter Criteria includes: 1) Job ID: Multiple IDs; 2) Includes Drop

| Date | Name | Invoice/CM # | Line Description | Debit Amount | Credit Amount | Payment Status |
|--------------|------------------------------------|--------------|------------------------------------|--------------|---------------|----------------|
| 4595 2/28/20 | AACTE | 47918 | 2020 Conference - Franklin | 1,538.00 | | |
| 4595 2/28/20 | AACTE | 47918 | AACTE | | 1,538.00 | Paid In Full |
| 4596 2/5/20 | Tony E. Sanders, Jr. | next chapter | The Next Chapter | 1,800.00 | | |
| 4596 2/5/20 | Tony E. Sanders, Jr. | next chapter | Tony E. Sanders, Jr. | | 1,800.00 | Paid In Full |
| 4597 3/1/20 | Accident Fund | 9015248-0320 | Work comp payment | 767.25 | | |
| 4597 3/1/20 | Accident Fund | 9015248-0320 | Accident Fund | | 767.25 | Paid In Full |
| 4598 3/17/20 | AxisPlus Benefis | | March Flex Plan | 28.00 | | |
| 4598 3/17/20 | AxisPlus Benefis | | March Flex Plan | | 28.00 | Paid In Full |
| 4599 2/3/20 | Dillons Customer Charges | 1319711416 | 2/3 food purchases | 58.62 | | |
| 4599 2/3/20 | Dillons Customer Charges | 1319711416 | Dillons Customer Charges | | 58.62 | Paid In Full |
| 4599 2/4/20 | Dillons Customer Charges | 1319711599 | 2/4 food purchases | 55.24 | | |
| 4599 2/4/20 | Dillons Customer Charges | 1319711599 | Dillons Customer Charges | | 55.24 | Paid In Full |
| 4599 2/6/20 | Dillons Customer Charges | 1319712006 | 2/6 food purchases | 42.18 | | |
| 4599 2/6/20 | Dillons Customer Charges | 1319712006 | Dillons Customer Charges | | 42.18 | Paid In Full |
| 4599 2/6/20 | Dillons Customer Charges | 1319712007 | 2/6 food purchases | 98.38 | | |
| 4599 2/6/20 | Dillons Customer Charges | 1319712007 | Dillons Customer Charges | | 98.38 | Paid In Full |
| 4599 2/7/20 | Dillons Customer Charges | 13197122164 | 2/7 food purchases | 45.86 | | |
| 4599 2/7/20 | Dillons Customer Charges | 13197122164 | Dillons Customer Charges | | 45.86 | Paid In Full |
| 4599 2/10/20 | Dillons Customer Charges | 0120712554 | 2/10 food purchase | 78.73 | | |
| 4599 2/10/20 | Dillons Customer Charges | 0120712554 | Dillons Customer Charges | | 78.73 | Paid In Full |
| 4599 2/11/20 | Dillons Customer Charges | 0120712775 | 2/11 food purchase | 58.61 | | |
| 4599 2/11/20 | Dillons Customer Charges | 0120712775 | Dillons Customer Charges | | 58.61 | Paid In Full |
| 4599 2/13/20 | Dillons Customer Charges | 0120713180 | 2/13 food purchase | 48.37 | | |
| 4599 2/13/20 | Dillons Customer Charges | 0120713180 | Dillons Customer Charges | | 48.37 | Paid In Full |
| 4599 2/14/20 | Dillons Customer Charges | 120713360 | 2/14 food purchase | 46.24 | | |
| 4599 2/14/20 | Dillons Customer Charges | 120713360 | Dillons Customer Charges | | 46.24 | Paid In Full |
| 4599 2/18/20 | Dillons Customer Charges | 0120713920 | 2/18 food purchases | 79.37 | | |
| 4599 2/18/20 | Dillons Customer Charges | 0120713920 | Dillons Customer Charges | | 79.37 | Paid In Full |
| 4600 2/24/20 | C & A Industries - Celebrity Staff | 1923423 | Receptionist temp | 288.75 | | |
| 4600 2/24/20 | C & A Industries - Celebrity Staff | 1923423 | C & A Industries - Celebrity Staff | | 288.75 | Paid In Full |
| 4600 3/2/20 | C & A Industries - Celebrity Staff | 1928635 | Receptionist | 336.00 | | |
| 4600 3/2/20 | C & A Industries - Celebrity Staff | 1928635 | C & A Industries - Celebrity Staff | | 336.00 | Paid In Full |
| 4601 3/17/20 | Control Yours | 5388 | Website | 175.00 | | |
| 4601 3/17/20 | Control Yours | 5388 | Control Yours | | 175.00 | Paid In Full |
| 4602 3/9/20 | Culligan of Omaha | 972950 | Water/delivery | 15.00 | | |
| 4602 3/9/20 | Culligan of Omaha | 972950 | Culligan of Omaha | | 15.00 | Paid In Full |
| 4603 3/11/20 | The Daily Record | 126949 | Subcouncil Meeting notice | 16.10 | | |
| 4603 3/11/20 | The Daily Record | 126949 | The Daily Record | | 16.10 | Paid In Full |

LEARNING COMM OF DOUGLAS SARP COUNTY

Treasurer's Report

March 2020

Filter Criteria includes: 1) Job ID: Multiple IDs; 2) Includes Drop

| Date | Name | Invoice/CM # | Line Description | Debit Amount | Credit Amount | Payment Status |
|--------------|-------------------------------------|------------------|---|--------------|---------------|----------------|
| 4603 3/11/20 | The Daily Record | 126950 | Coordinating Council Meeting Notice | 17.30 | | |
| 4603 3/11/20 | The Daily Record | 126950 | The Daily Record | | 17.30 | Paid In Full |
| 4604 3/5/20 | EDUCATIONAL SERVICE UNIT #3 | SPED007427 | Nutrition & Food Training | 415.00 | | |
| 4604 3/5/20 | EDUCATIONAL SERVICE UNIT #3 | SPED007427 | EDUCATIONAL SERVICE UNIT #3 | | 415.00 | Paid In Full |
| 4604 3/5/20 | EDUCATIONAL SERVICE UNIT #3 | SPED007428 | ELG approaches to Learning | 955.00 | | |
| 4604 3/5/20 | EDUCATIONAL SERVICE UNIT #3 | SPED007428 | EDUCATIONAL SERVICE UNIT #3 | | 955.00 | Paid In Full |
| 4605 2/11/20 | HyVee Accounts Receivable | 5839162694 | 2/12 Staff breakfast | 174.71 | | |
| 4605 2/11/20 | HyVee Accounts Receivable | 5839162694 | HyVee Accounts Receivable | | 174.71 | Paid In Full |
| 4605 2/25/20 | HyVee Accounts Receivable | 4814799437 | Food purchases - PU 2/25 | 69.87 | | |
| 4605 2/25/20 | HyVee Accounts Receivable | 4814799437 | HyVee Accounts Receivable | | 69.87 | Paid In Full |
| 4605 2/25/20 | HyVee Accounts Receivable | 5839607774 | Food purchases - PU 2/25 | 18.56 | | |
| 4605 2/25/20 | HyVee Accounts Receivable | 5839607774 | HyVee Accounts Receivable | | 18.56 | Paid In Full |
| 4605 3/2/20 | HyVee Accounts Receivable | 5839945442 | Miller Park Father's breakfast - PU | 290.00 | | |
| 4605 3/2/20 | HyVee Accounts Receivable | 5839945442 | HyVee Accounts Receivable | | 290.00 | Paid In Full |
| 4605 3/4/20 | HyVee Accounts Receivable | 5840007438 | Exec Committee Lunch 3/4 | 174.00 | | |
| 4605 3/4/20 | HyVee Accounts Receivable | 5840007438 | HyVee Accounts Receivable | | 174.00 | Paid In Full |
| 4606 3/1/20 | InfiNet Solutions, Inc. | 55660ISI | March IT services | 1,619.00 | | |
| 4606 3/1/20 | InfiNet Solutions, Inc. | 55660ISI | InfiNet Solutions, Inc. | | 1,619.00 | Paid In Full |
| 4607 3/8/20 | Koley Jessen | 378048 | Audit letters | 250.00 | | |
| 4607 3/8/20 | Koley Jessen | 378048 | General | 480.00 | | |
| 4607 3/8/20 | Koley Jessen | 378048 | Personnel matters | 288.00 | | |
| 4607 3/8/20 | Koley Jessen | 378048 | Monthly Council Meetings | 816.00 | | |
| 4607 3/8/20 | Koley Jessen | 378048 | Koley Jessen | | 1,834.00 | Paid In Full |
| 4608 2/29/20 | Konica Minolta Business Solutions U | 264627505 | Maintenance charges | 148.03 | | |
| 4608 2/29/20 | Konica Minolta Business Solutions U | 264627505 | Konica Minolta Business Solutions USA I | | 148.03 | Paid In Full |
| 4608 2/29/20 | Konica Minolta Business Solutions U | 264627606 | Admin copier maintenance charges | 105.30 | | |
| 4608 2/29/20 | Konica Minolta Business Solutions U | 264627606 | Konica Minolta Business Solutions USA I | | 105.30 | Paid In Full |
| 4609 3/1/20 | Konica Minolta Premier Finance | 67136065 | Admin copier lease | 194.48 | | |
| 4609 3/1/20 | Konica Minolta Premier Finance | 67136065 | PU copier lease | 200.34 | | |
| 4609 3/1/20 | Konica Minolta Premier Finance | 67136065 | Konica Minolta Premier Finance | | 394.82 | Paid In Full |
| 4610 3/13/20 | Lutheran Family Services | 1415 | Interpreter services 8/2019 | 33.76 | | |
| 4610 3/13/20 | Lutheran Family Services | 1415 | Lutheran Family Services | | 33.76 | Paid In Full |
| 4611 3/12/20 | Lion's Gate Security Solutions | LCC031220revised | | 1,032.00 | | |
| 4611 3/12/20 | Lion's Gate Security Solutions | LCC031220revised | Lion's Gate Security Solutions | | 1,032.00 | Paid In Full |
| 4612 3/17/20 | Madison National Life Ins. | April 2020 | ELC life insurance | 84.55 | | |
| 4612 3/17/20 | Madison National Life Ins. | April 2020 | LCCNO life insurance | 40.55 | | |
| 4612 3/17/20 | Madison National Life Ins. | April 2020 | PU life insurance | 227.52 | | |
| 4612 3/17/20 | Madison National Life Ins. | April 2020 | Madison National Life Ins. | | 631.17 | Paid In Full |

LEARNING COMM OF DOUGLAS SARP COUNTY

Treasurer's Report

March 2020

Filter Criteria includes: 1) Job ID: Multiple IDs; 2) Includes Drop

| Date | Name | Invoice/CM # | Line Description | Debit Amount | Credit Amount | Payment Status |
|--------------|-----------------------------------|------------------|---|--------------|---------------|----------------|
| 4613V 3/1/20 | One World Community Health Center | 1019814 February | Advertising - CEO position | | | |
| 4614 3/3/20 | Pay-LESS Office Products, Inc. | 3156084-01 | Supplies | 20.80 | | |
| 4614 3/3/20 | Pay-LESS Office Products, Inc. | 3156084-01 | Pay-LESS Office Products, Inc. | | 20.80 | Paid In Full |
| 4614 3/9/20 | Pay-LESS Office Products, Inc. | 3158855-0 | Supplies | 39.57 | | |
| 4614 3/9/20 | Pay-LESS Office Products, Inc. | 3158855-0 | Pay-LESS Office Products, Inc. | | 39.57 | Paid In Full |
| 4614 3/10/20 | Pay-LESS Office Products, Inc. | 3159276-0 | Supplies | 288.03 | | |
| 4614 3/10/20 | Pay-LESS Office Products, Inc. | 3159276-0 | Pay-LESS Office Products, Inc. | | 288.03 | Paid In Full |
| 4614 3/16/20 | Pay-LESS Office Products, Inc. | 3161248-0 | Supplies | 12.79 | | |
| 4614 3/16/20 | Pay-LESS Office Products, Inc. | 3161248-0 | Pay-LESS Office Products, Inc. | | 12.79 | Paid In Full |
| 4615 3/4/20 | Regal Printing | 67955 | Rack cards | 325.00 | | |
| 4615 3/4/20 | Regal Printing | 67955 | Regal Printing | | 325.00 | Paid In Full |
| 4615 3/10/20 | Regal Printing | 68030 | Business Cards - Avilla, Baker, Norris, Fedorchik, Svoboda, Dinneen | 393.00 | | |
| 4615 3/10/20 | Regal Printing | 68030 | Regal Printing | | 393.00 | Paid In Full |
| 4616 3/13/20 | Schnayder, Andreea | Conference | | 316.73 | | |
| 4616 3/13/20 | Schnayder, Andreea | Conference | Schnayder, Andreea | | 316.73 | Paid In Full |
| 4617 3/2/20 | TAPS | 9350 | Child care 2/24 - 2/28 | 1,205.14 | | |
| 4617 3/2/20 | TAPS | 9350 | TAPS | | 1,205.14 | Paid In Full |
| 4617 3/9/20 | TAPS | 9363 | Childcare 2/24 - 3/6 | 590.91 | | |
| 4617 3/9/20 | TAPS | 9363 | TAPS | | 590.91 | Paid In Full |
| 4618 3/6/20 | Travelers CL Remittance Center | 4747K7182 | Liability coverage | 1,191.00 | | |
| 4618 3/6/20 | Travelers CL Remittance Center | 4747K7182 | Travelers CL Remittance Center | | 1,191.00 | Paid In Full |
| 4619 2/20/20 | Dillons Customer Charges | 0120714301 | Feb. 20 purchases | 7.13 | | |
| 4619 2/20/20 | Dillons Customer Charges | 0120714301 | Dillons Customer Charges | | 7.13 | Paid In Full |
| 4619 2/21/20 | Dillons Customer Charges | 120714438 | Food purchases 2/21/2020 | 207.85 | | |
| 4619 2/21/20 | Dillons Customer Charges | 120714438 | Dillons Customer Charges | | 207.85 | Paid In Full |
| 4619 2/23/20 | Dillons Customer Charges | 0120714612 | Feb 23 food purchases | 150.54 | | |
| 4619 2/23/20 | Dillons Customer Charges | 0120714612 | Dillons Customer Charges | | 150.54 | Paid In Full |
| 4619 2/24/20 | Dillons Customer Charges | 0120714810 | Feb 24 food purchases | 118.95 | | |
| 4619 2/24/20 | Dillons Customer Charges | 0120714810 | Dillons Customer Charges | | 118.95 | Paid In Full |
| 4619 2/25/20 | Dillons Customer Charges | 0120714993 | Food purchase - 2/25 | 37.24 | | |
| 4619 2/25/20 | Dillons Customer Charges | 0120714993 | Dillons Customer Charges | | 37.24 | Paid In Full |
| 4619 2/27/20 | Dillons Customer Charges | 0120715421 | Feb. 27 food purchase | 29.27 | | |
| 4619 2/27/20 | Dillons Customer Charges | 0120715421 | Dillons Customer Charges | | 29.27 | Paid In Full |
| 4620 2/25/20 | Omaha World Herald | P50798 | CEO search expense | 500.00 | | |
| 4620 2/25/20 | Omaha World Herald | P50798 | Omaha World Herald | | 500.00 | Paid In Full |
| 4621 3/19/20 | William Brooks | FACMAINTIET WK2 | March 14 2020 timesheet | 240.00 | | |
| 4621 3/19/20 | William Brooks | FACMAINTIET WK2 | William Brooks | | 240.00 | Paid In Full |

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

March 2020

Filter Criteria includes: 1) Job ID: Multiple IDs; 2) Includes Drop

| Date | Name | Invoice/CM # | Line Description | Debit Amount | Credit Amount | Payment Status |
|---------------|-----------------------------|-----------------|---------------------------|-------------------|-------------------|----------------|
| 4622 3/19/20 | Latisha Gordon | FACMAINTIET WK2 | March 14, 2020 Time sheet | 240.00 | | |
| 4622 3/19/20 | Latisha Gordon | FACMAINTIET WK2 | Latisha Gordon | | 240.00 | Paid In Full |
| 4623 3/19/20 | Tashlin Harris | FACMAINTIET WK2 | March 14, 2020 Time Sheet | 240.00 | | |
| 4623 3/19/20 | Tashlin Harris | FACMAINTIET WK2 | Tashlin Harris | | 240.00 | Paid In Full |
| 4624 3/19/20 | Raymundo Montejano, III | FACMAINTIET WK2 | March 14, 2020 timesheet | 240.00 | | |
| 4624 3/19/20 | Raymundo Montejano, III | FACMAINTIET WK2 | Raymundo Montejano, III | | 240.00 | Paid In Full |
| 4625 3/19/20 | Said Ismail Somobwana | FACMAINTIET WK2 | March 14, 2020 timesheet | 240.00 | | |
| 4625 3/19/20 | Said Ismail Somobwana | FACMAINTIET WK2 | Said Ismail Somobwana | | 240.00 | Paid In Full |
| 4626V 3/19/20 | Jarobi LaQuan Williams | FACMAINTIET WK2 | March 14, 2020 timesheet | | | |
| 4627 3/19/20 | Jarobi LaQuan Williams | FACMAINTIET WK2 | March 14, 2020 timesheet | 240.00 | | |
| 4627 3/19/20 | Jarobi LaQuan Williams | FACMAINTIET WK2 | Jarobi LaQuan Williams | | 240.00 | Paid In Full |
| 3/12/20 | Mutual of Omaha Credit Card | | Various charges | 2,758.82 | | |
| 3/12/20 | Mutual of Omaha Credit Card | | Various charges | | 2,758.82 | Paid In Full |
| | | | | 539,608.46 | 539,608.46 | |

LEARNING COMM OF DOUGLAS SARPY COUNTY

Credit Card Report

March 2020

Filter Criteria includes: Report

| Date | Trans No | Trans Desc | Withdrawal Amt |
|---------|-----------|---------------------------------------|-----------------------------------|
| 1/15/20 | 031520-1 | Timeber Wood Fire Bistro | 84.19 Communications Subcommittee |
| 2/1/20 | 031520-2 | Sprint | 236.53 Cell phones |
| 2/10/20 | 031520-3 | Park & Go Lincoln | 6.25 Parking for Legal Conference |
| 2/14/20 | 031520-4 | EMBASSY SUITES | 25.83 MABE |
| 2/12/20 | 031520-5 | Timber Wood Fire Bistro | 83.49 Communications Subcommittee |
| 2/13/20 | 031520-6 | Mark's Bistro | 19.89 Foundation Meeting |
| 1/23/20 | 031520-7 | Amazon.com | 18.99 Finance Office Supplies |
| 1/24/20 | 031520-8 | Stamps.com | 17.99 Postage |
| 1/28/20 | 031520-9 | Amazon.com | 48.40 Humidifier |
| 1/28/20 | 031520-10 | 1&1 Ionos | 120.00 PU website |
| 1/29/20 | 031520-11 | Shields, Philice Catering | 800.00 Catering Charges |
| 2/7/20 | 031520-12 | Kim Foundation | 50.00 NE Mental Health Conference |
| 2/11/20 | 031520-13 | Mariott Cornhusker Hotel | 122.58 Legal Conference |
| 2/12/20 | 031520-14 | Amazon.com | 53.85 Humidifier |
| 2/12/20 | 031520-15 | Microsoft Corporation | 116.98 Office 360 |
| 2/13/20 | 031520-16 | Amazon.com | 53.85 Humidifier |
| 2/14/20 | 031520-17 | Nonprofit Association of the Midlands | 900.00 Dues |
| | | Total | <u>2,758.82</u> |

Cyber Insurance Proposal

Learning Community of Douglas and Sarpy County

Cyber insurance provides significant financial relief from the costs associated with hack attacks, data breaches, and system failures.

Think your business doesn't have a cyber exposure? **Think again...**

| The Costs: | Statistics | Source |
|----------------------|--|-----------------------------------|
| \$2,700,000,000 | The FBI's reported cost of cyber crime on businesses in 2018. | The FBI |
| \$3,860,000 | The average total cost of a data breach in 2017. | IBM (Ponemon) |
| \$109,000,000,000 | The estimated cost of malicious cyber activity in the U.S. economy in 2016. | The White House |
| 8+ Hours of Downtime | 40% of small businesses that experienced a cyber attack experienced over 8 hours of business interruption. | Cisco |
| 20,000,000,000 | The number of exposed devices connected to the internet in the U.S. by 2020. | Homeland Security |

Nearly all successful hack attacks target human error. With over 1,000 cyber attacks reported to the FBI a day, it is not "if" your business is attacked, it is "when" and "how much" will it cost.



How expensive is it to lose data?

Losing as little as 500 records containing personally identifiable information (PII) is calculated to cost:
\$191,403.00

[Click to calculate my exposure:](#)

**Data Breach
Calculator**

Every business has a cyber exposure. If you have questions regarding your specific exposures or coverage, please contact your broker or email **underwriting@evolvemga.com**.

The numbers presented in the NetDiligence® Data Breach Cost Calculator are estimates and provided for education and illustration purposes only. Actual expenses and liability exposures due to identity theft or data breach incident may vary based on variables not considered in this calculator. Numerical results presented in the Data Breach Cost Calculator are based on a proprietary formula developed by NetDiligence and its insurance industry partners. This formula takes into account information available in the public domain and information obtained through various websites that track breach statistics.

Declination of Cover Form

The Most Common Costs Post Hack Attack:

| | |
|---|---|
| Ransomware | Cryptocurrency Extortion Demand by Hacker |
| Funds Transfer Fraud | Average Transaction Size |
| Forensic Experts | \$500 per Hour (involved on every claim) |
| Data Breach Attorney | \$500 per Hour |
| Business Interruption | % of Profit Lost due to Downtime |
| Dependent Business Interruption | % of Profit Lost due to 3 rd Party Provider Downtime |
| Data / System Reconstruction | \$500 per Hour |
| Reputational Harm | % of Profit Lost due to Lost Clients |
| Notification Costs | \$3 per Affected Individual |
| Fraudulent Theft of Personal Funds | SEO Personal Banking Financial Fraud Loss |
| Hardware Replacement Costs | Replacement Cost of Computer Hardware |
| Regulatory Investigation or Fines | Varies Across Federal, State, & Private Bodies |
| 3 rd Party Privacy or Network Security Lawsuit | \$500 per Hour (Defense Costs) |

Daily Cyber Attacks:

Funds Transfer Fraud

Hackers manipulate businesses or their clients to wire money into the hacker's bank account. Simply put, money is accidentally wired to the wrong place.

Ransomware

A virus downloaded via employees clicking on phishing links that is intended to bring business to a standstill, by locking up data with a demand for extortion money or else... the complete destruction of all data.

Successful Funds Transfer Fraud & Ransomware attacks prey on **human error**.

By signing and dating this form, I am electing to not purchase cyber insurance coverage:

Signature

Print Name

Date

QUOTATION

Reference Number: EVOQTA529127
Date of Issue: March 17, 2020
Company Name: Learning Community of Douglas and Sarpy County
Business Operations: Charter School
Gross Revenue: \$18,000,000
Broker Name: Harry A Koch (Omaha, NE)

Limit Options

| | Option 1 | Option 2 | Option 3 |
|----------------------|-------------------|-------------------|-------------------|
| Limit of Liability | \$1,000,000 | \$2,000,000 | \$3,000,000 |
| Cyber Crime | Yes | Yes | Yes |
| Media Liability | Yes | Yes | Yes |
| Deductible | \$5,000 | \$5,000 | \$5,000 |
| Premium | \$4,600 | \$6,000 | \$7,100 |
| Service Fee + SL Tax | \$300 + 3% | \$300 + 3% | \$300 + 3% |
| Total Payable | \$5,047.00 | \$6,489.00 | \$7,622.00 |

Pricing Details:

1. Deductible applies to each and every claim, including costs and expenses
2. Total Payable includes \$300 Service Fee
3. Premium and Service Fee subject to an additional 3% Nebraska Surplus Lines Taxes & Fees applied to the premium and fee

| | |
|---------------------------|---|
| Legal Action: | Worldwide |
| Territorial Scope: | Worldwide |
| Reputational Harm Period: | 12 Months |
| Indemnity Period: | 12 Months |
| Retroactive Date: | Full Prior Acts |
| Time Retention: | 8 Hours |
| Policy Period: | 12 Months |
| Carrier: | Underwritten by certain underwriters at Lloyd's of London and other insurers |
| AM Best Rating: | Lloyd's of London, Peleus Insurance Company, & HDI Global Specialty: A (Excellent) Fidelis Underwriting Limited: A- (Excellent) |
| Wording: | EVO 4.0 |
| Underwriter: | Al Martin |

| | |
|-------------------|--|
| Subjectivities: | Prior to Binding: Underwriter's satisfactory review of the signed and dated version of the application submitted |
| Endorsements: | Subjectivity Condition Clause Caveman Special Amendatory Clause Notice of TRIA |
| Additional Notes: | Cover under the Terrorism Risk Insurance Act is available for an additional premium of USD 0.00. |

**THIS QUOTATION IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE.
PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES. TERMS SUBJECT TO POLICY LANGUAGE.**





How much could
a data breach
cost me?

[click here](#)

What can I do to
help prevent a
cyber attack?

[click here](#)



What are the
most common
cyber claims?

[click here](#)



LIMITS OF LIABILITY AND DEDUCTIBLES

Insuring Clauses 1 – 3 are Subject to an Each and Every Claim Limit:

Insuring Clause 1: Cyber Incident Response (Separate Tower - Mirrors Policy Limit)

| | |
|--|---|
| Section A: Incident Response Costs | Full Limits, (\$0 Deductible – <i>applies to this Section only</i>) |
| Section B: Legal and Regulatory Costs | Full Limits |
| Section C: IT Security and Forensic Costs | Full Limits |
| Section D: Crisis Communication Costs | Full Limits |
| Section E: Privacy Breach Management Costs | Full Limits |
| Section F: Third Party Privacy Breach Management Costs | Full Limits |
| Section G: Post Breach Remediation Costs | \$50,000 subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event (\$0 Deductible – <i>applies to this Section only</i>) |

Insuring Clause 2: Cyber Crime

| | |
|--|-------------|
| Section A: Funds Transfer Fraud (Social Engineering) | \$250,000 |
| Section B: Theft of Funds Held In Escrow | \$250,000 |
| Section C: Theft of Personal Funds | \$250,000 |
| Section D: Extortion | Full Limits |
| Section E: Corporate Identity Theft | \$250,000 |
| Section F: Telephone Hacking | \$250,000 |
| Section G: Push Payment Fraud | \$50,000 |
| Section H: Unauthorized Use of Computer Resources | \$250,000 |

Insuring Clause 3: System Damage and Business Interruption

| | |
|--|---|
| Section A: System Damage and Rectification Costs | Full Limits |
| Section B: Income Loss and Extra Expense | Full Limits, sub-limited to \$1,000,000 in respect of system failure |
| Section C: Additional Extra Expense | Sub-limited to 10% of the Overall Limit, Maximum Sub-limit of \$100,000 |
| Section D: Dependent Business Interruption | Full Limits, sub-limited to \$1,000,000 in respect of system failure |
| Section E: Consequential Reputational Harm | Full Limits |
| Section F: Claim Preparation Costs | \$25,000, (\$0 Deductible – <i>applies to Section F only</i>) |

| | |
|--|--|
| Section G: Hardware Replacement Costs | Full Limits |
| Insuring Clauses 4 – 7 are Subject to an Aggregate Limit: | |
| Insuring Clause 4: Network Security & Privacy Liability | |
| Section A: Network Security Liability | Full Limits, including costs and expenses |
| Section B: Privacy Liability | Full Limits, including costs and expenses |
| Section C: Management Liability | Full Limits, including costs and expenses |
| Section D: Regulatory Fines | Full Limits, including costs and expenses |
| Section E: PCI Fines, Penalties and Assessments | Full Limits, including costs and expenses |
| Insuring Clause 5: Media Liability | |
| Section A: Defamation | Full Limits, including costs and expenses |
| Section B: Intellectual Property Rights Infringement | Full Limits, including costs and expenses |
| Insuring Clause 6: Technology Errors and Omissions | |
| Technology Errors and Omissions | No Cover Provided |
| Insuring Clause 7: Court Attendance Costs | |
| Court Attendance Costs | \$100,000 Limit, in the aggregate (\$0 Deductible – <i>applies to this Section only</i>) |

The chosen policy limit and retention shown on Page 1 apply to the Insuring Clauses and respective sections unless otherwise indicated.

SUBJECTIVITY CONDITION

Attaching to Policy #:

The Insured:

Learning Community of Douglas and Sarpy County

With Effect From:

It is noted and agreed that **CONDITIONS** is amended by the addition of the following: This Policy is expressly subject to certain requirements noted as **subjectivities**. Any such requirements are conditions of the contract of insurance and failure by **you** (or **your** broker on **your** behalf) to fulfil them within the timescales stated may give rise to cancellation pursuant to the cancellation **CONDITION** within the Policy.

Until such time as any **subjectivities** are fulfilled, we will hold covered pursuant to the terms of this Policy until such date as specified as the **subjectivity deadline**, after which time **we** shall have the right to cancel this Policy according to the cancellation **GENERAL CONDITION** within the Policy, or we shall have the right to extend the **subjectivity deadline**.

If the **subjectivities** are met by the **subjectivity deadlines**, cover shall continue from the subjectivity deadlines on the Policy terms until expiry of the **period of the Policy** unless and until otherwise terminated.

If the **subjectivities** are met by the **subjectivity deadlines**, but one or more are deemed by **us** not to be acceptable, then **we** shall have the right to terminate the Policy pursuant to the cancellation **CONDITION** within the Policy, or revise the quoted premium or impose further requirements or amend the cover offered.

For the purpose of this clause **subjectivities** are defined as the following list of required information or activities:

Prior to Binding: Underwriter's satisfactory review of the signed and dated version of the application submitted

For the purpose of this clause the **subjectivity deadline** is defined as the date shown below:

Prior to Binding

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ('TRIA'), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term 'act of terrorism' means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for 'acts of terrorism' shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED IN THE QUOTATION ACCOMPANYING THIS NOTICE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

| | |
|--------------------------|---|
| <input type="checkbox"/> | I hereby elect to purchase coverage for acts of terrorism for the prospective additional premium stated in the quotation provided to me. |
| <input type="checkbox"/> | I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism. |

Policyholder/Applicant's Signature

Print Name

Date

LMA9104
12 January 2015

CAVEMAN SPECIAL AMENDATORY CLAUSE

Attaching to Policy #:

The Insured:

With Effect From:

Learning Community of Douglas and Sarpy County

HOW MUCH WE WILL PAY

It is understood and agreed that the following amendments are made to the Declarations page:

It is understood and agreed that the following amendments are made to the Declarations page:

1. The time period shown as the "WAITING PERIOD" in the Declarations page is deleted in its entirety and replaced with the following:

6 hours

2. The following **INSURING CLAUSE** is added:

CRIMINAL REWARD COVERAGE

Aggregate limit of USD50,000 in the aggregate
liability:

Deductible: USD5,000 each and every claim

3. The following **SECTIONS** are added to **INSURING CLAUSE 4** in the Declarations page:

SECTION F: CONTINGENT BODILY INJURY

Aggregate limit of USD250,000 in the aggregate,
liability: including **costs and expenses**

Deductible: USD5,000 each and every claim,
including **costs and expenses**

SECTION G: CORRECTIVE ACTION PLAN COSTS

Aggregate limit of USD50,000 in the aggregate,
liability: including **costs and expenses**

Deductible: USD5,000 each and every claim

It is further understood and agreed that the following amendments are made to the Policy:

1. The following **INSURING CLAUSE** is added:

CRIMINAL REWARD COVERAGE

We agree to reimburse **you** any reasonable sums necessarily incurred with **our** prior written agreement to pay any person or organisation, other than:

- a. any external or internal auditor of the **company**; or
- b. any individual or organisation who manages or supervises the individuals stated in a. above;

for information not otherwise available which directly results in the arrest and conviction of any person or organisation who is committing or has committed any illegal act directly relating to a claim covered under **INSURING CLAUSES 1, 2, 3 or 4.**

2. The following **SECTIONS** are added to **INSURING CLAUSE 4:**

SECTION F: CONTINGENT BODILY INJURY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimant's costs and expenses) as a result of any **claim** arising out of **bodily injury** caused as a direct result of a **cyber event** affecting **your computer systems** first discovered by **you** during the **period of the policy.**

We will also pay **costs and expenses** on **your** behalf.

However, **we** will not make any payment under this Section for which the **you** are entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

SECTION G: CORRECTIVE ACTION PLAN COSTS

We agree to pay on **your** behalf sums reasonably incurred with the **cyber incident manager** in order to meet any of the following requirements specified within a corrective action plan agreed by **you** with the Office for Civil Rights as the direct result of a **cyber event** first discovered **you** during the **period of the policy:**

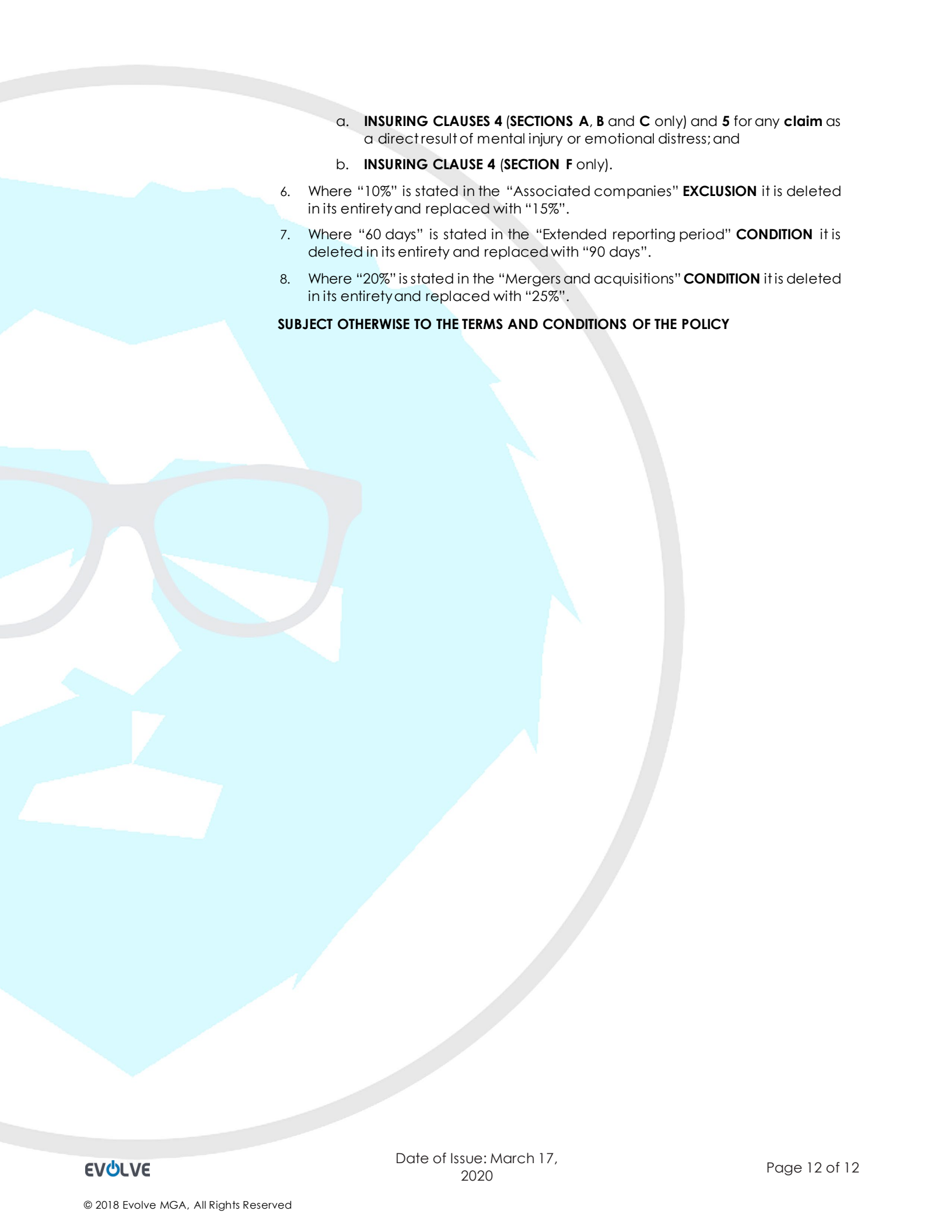
- a. the development of a Health Insurance Portability and Accountability Act (HIPAA) of 1996 compliant information security document set;
 - b. the completion of a HIPAA compliance audit;
 - c. the costs associated with completing an information security risk assessment; or
 - d. the costs associated with the implementation of a security awareness training program.
3. Part a. of **INSURING CLAUSE 3 (SECTION A)** is deleted in its entirety and replaced with the following:
 - a. **third party** contract staff or overtime costs for **employees** to rebuild **your** data, including the cost of data re-entry or data re-creation;
 4. The following **DEFINITION** is added:

"Bodily injury" means death, bodily injury, mental injury, illness or disease.
 5. The "Bodily injury and property damage" **EXCLUSION** is deleted in its entirety and replaced with the following:

arising directly or indirectly out of:

 - a. **bodily injury**; or
 - b. tangible property damage.

However, part a. of this Exclusion will not apply to:

- 
- a. **INSURING CLAUSES 4 (SECTIONS A, B and C only) and 5** for any **claim** as a direct result of mental injury or emotional distress; and
 - b. **INSURING CLAUSE 4 (SECTION F only).**
- 6. Where "10%" is stated in the "Associated companies" **EXCLUSION** it is deleted in its entirety and replaced with "15%".
 - 7. Where "60 days" is stated in the "Extended reporting period" **CONDITION** it is deleted in its entirety and replaced with "90 days".
 - 8. Where "20%" is stated in the "Mergers and acquisitions" **CONDITION** it is deleted in its entirety and replaced with "25%".

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

Services Agreement

THIS SERVICES AGREEMENT ("Agreement") is entered into effective as of August 31, 2020 ("Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("Learning Community"), and University of Nebraska at Omaha, on behalf of the Metropolitan Omaha Education Consortium ("Provider").

1. **Project:** Pursuant and subject to the terms and conditions set forth in this Agreement, Learning Community hereby engages Provider, and Provider agrees to be engaged by Learning Community, to undertake and conduct the services more specifically set forth in the Scope of Work below (the "Project").

2. **Scope Of Work:** This scope of work may be modified by mutual agreement of Provider and the Chief Executive Officer of the Learning Community ("CEO") throughout the Project within the financial constraints described in Section 3 of this Agreement. Products and services to be provided pursuant to the Project may include those described in Exhibit A attached hereto and incorporated herein by this reference.

3. **Compensation:**

a. Learning Community shall fund the Project in the amount not to exceed the amount of Total Expenses provided in Exhibit A (attached hereto and incorporated herein by this reference) (the "Project Amount"). During the term of this Agreement, Provider shall submit to Learning Community on or before the fifth (5th) day of each month, an itemized invoice setting forth the Services performed and an itemized listing of expenses actually incurred by Provider during the previous month and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. The Learning Community will review and approve payment of Provider's invoice, in its reasonable discretion, and all undisputed amounts owed shall be paid by the Learning Community on or before the twentieth (20th) of each month.

b. Upon completion of the Project, or termination of this Agreement, as applicable, Learning Community shall, after review and approval of all invoices submitted by Provider pursuant to Section 3.a herein and submission by Provider of the final report pursuant to Section 4 herein and approval of same by Learning Community, pay to Provider the remaining balance due and owing to Provider, if any, pursuant to this Agreement after application of all payments made by Learning Community pursuant to Section 3.a towards the substantiated total expenses actually incurred by Provider; provided, however, that such payment amount shall be approved only to the extent the same will not result in the total amount of payments, including the payment to be made pursuant to this Section, to Provider exceeding the Project Amount. Said payment shall be made by Learning Community within 45 days after receipt of the invoice for the last month in which Provider performs Services for Learning Community.

c. If, upon completion of the Project or termination of this Agreement, as applicable, upon receipt and review of the invoice for the last month during which Services were performed for the Project and the report required by Section 4, Learning Community has, after application of all payments made pursuant to Sections 3.a and 3.b., made payments to Provider which exceed the total amount due and owing to Provider, Provider shall refund to the Learning Community the amount by which the total payments paid by Learning Community exceed total expenses actually incurred. The provisions regarding payment and repayment of Learning Community funds in this Section shall survive termination or expiration of this Agreement.

d. The amount(s) to be paid by Learning Community as provided under Section 3.a and 3.b shall constitute the entire consideration to be paid by Learning Community for the Project. Learning Community shall not be liable for any further costs, including, but not limited to, such items as overhead, social security, pension, employment compensation, taxes, or any other expenses, incurred by Provider in the performance of the Services related to the Project. Except as set forth in Sections 3.a and 3.b, Learning Community shall not be responsible for any payment for services related to the Project. Provider acknowledges and agrees that Provider shall be solely responsible for the total amount of expenses actually incurred which exceed, if any, the Project Amount. Learning Community funds may not be used by Provider to: (i) lobby or otherwise attempt to influence legislation; (ii) influence the outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly, any voter registration drive; or (iii) distribute funds to any entity or individual, other than as permitted by this Agreement. No Learning Community funds shall be paid by Provider to any Coordinating Council member or Learning Community employee, or any immediate family member thereof, for any purpose. For purposes of this Section, "immediate family member" is defined as a spouse, parent, sibling, child or stepchild of a Coordinating Council member or Learning Community employee.

4. **Reporting:** Provider shall submit a written final report on the Project to Learning Community within 30 days of the termination of the Project or expiration of the Project Term, whichever occurs first. The final report shall include narrative description of both Project activities and progress made toward the goals of the Project and a detailed accounting of all expenditures made from payments received pursuant to Sections 3.a. and 3.b. Said final report shall be submitted to the CEO.

5. **Obligations of Provider:**

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

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

6. **Ownership of Materials.** All original documents, illustrations, charts, graphs, maps, reproducible drawings, reports and other materials developed pursuant to the Project shall be the exclusive property of Learning Community and no contents of any such materials or documents shall be released except upon the express prior written consent of Learning Community, which consent may be granted by Learning Community in its sole discretion.

7. **Indemnification.** Provider covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents and employees, and their

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

8. **Independent Contractor:** Provider status under this Agreement shall be that of an independent contractor and not that of an agent or employee. The Learning Community and Provider acknowledge and agree that the Learning Community shall not control or direct the manner in which Provider performs the Services, it being understood that Provider is an independent contractor. The Learning Community shall only specify the objectives to be accomplished and Provider agrees to work collaboratively with the Learning Community in achieving such objectives.

9. **Term / Termination:** This Agreement may be terminated: (a) at any time by mutual written agreement of the parties; (b) by either party if the other party materially breaches any provision hereof; (c) by either party, for any reason, upon thirty (30) days’ advance notice; or (d) by its own terms on August 31, 2022. Notwithstanding the foregoing, the Learning Community may terminate this Agreement immediately and without prior notice to Provider if Provider, or any personnel of Provider performing the Services: (a) is convicted of any crime or offense; (b) fails or refuses to comply with the written policies or reasonable directives of the Learning Community; or (c) engages in serious misconduct in connection with the performance of the Services, as determined by the Learning Community in its reasonable discretion.

10. **Tax Duties and Liabilities:** Provider agrees that Provider is solely responsible for all tax returns and payments required to be filed or made to any federal, state or local tax authority with respect to performance of the Services and receipt of compensation under this Agreement. The Learning Community will report amounts paid to Provider by filing the necessary Forms 1099 with the Internal Revenue Service, as required by law. Because Provider is an independent contractor, the Learning Community will not withhold or make payments for Social Security; make unemployment insurance or disability insurance contributions; or obtain workers’ compensation insurance on Provider’s behalf. Provider agrees to accept exclusive liability for complying with all applicable state and federal laws governing self-employed individuals, including obligations such as payment of taxes, Social Security, disability and other contributions based on payments made to Provider under this Agreement.


11. **Fringe Benefits:** As an independent contractor, Provider is not eligible for, nor entitled to, and shall not participate in any of the Learning Community’s fringe benefit plans, including, but not limited to, those providing for paid leave, retirement benefits, health or disability benefits, etc. In addition, the Learning Community shall not provide workers’ compensation insurance for Provider, nor shall Provider be entitled to unemployment compensation benefits.

12. **Miscellaneous:** Because of the unique nature of the Services, this Agreement may not be assigned by Provider. The waiver of either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both Provider and the Learning Community. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings regarding the Services and shall be governed by, and construed and enforced in accordance with the laws of Nebraska. The parties agree that facsimile or email signature shall be effective as if originals.

[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: August 31, 2020

BOARD OF REGENTS OF THE UNIVERSITY OF
NEBRASKA by and on behalf of the UNIVERSITY
OF NEBRASKA AT OMAHA

By: _____
[_____] , Director, Business &
Finance

Date: _____

METROPOLITAN OMAHA EDUCATION
CONSORTIUM

By: _____
Martha Bruckner, Executive Director

Date: _____

EXHIBIT A

Description and Budget



To: David Patton, Chief Executive Officer
Learning Community of Douglas and Sarpy Counties
From: Martha Bruckner, Executive Director Metropolitan Omaha Education Consortium
Re: Request for Financial Support for MOEC Data collection and analysis
Date: December 6, 2019

MOEC leaders and I continue to appreciate the opportunity to work with the Learning Community of Douglas and Sarpy Counties as strong partners and supporters of the Community Achievement Plan. The work that we do together is urgent and challenging, but there is evidence that our Executive Steering Committee and strategic work groups have made progress toward their goal of providing exceptional educational opportunities for all students in our metro-area school districts and postsecondary institutions. Needless to say, our work is strongly tied to the essence of the Learning Community.

MOEC has revised and collected baseline data on metrics designed to be measurable, meaningful, and manageable in order to clearly guide and assess our work. Since our metrics continue to be a significant and an integral part of the Community Achievement Plan, I am writing to ask for continued financial support for our work to collect and analyze data for the metrics. Support from the Learning Community will demonstrate that we have designed and coordinated local efforts to improve student outcomes; the support will also help ensure that our evaluation measures are complete, accurate, reliable, and helpful in gauging our progress.

I am requesting a contribution not to exceed \$80,000 per year for the evaluative work for the 20-2020-2021 and 2021-2022 school years. As previously designed, payment will be made upon receipt of proof of expenditures. None of the funds will be used for MOEC staff costs. Estimated costs are shown below:

Consultant costs related to program evaluation: \$ 30,000
Product costs for assessment collection and analysis (NWEA): \$30,000
Supplies related to data collection and analysis: \$ 10,000
Printing/Publications \$ 10,000
Total Expenses \$80,000 per year for two years

The above estimates are based on past costs and ongoing conversations about emerging metrics that will add to our understanding of what is needed and what is working. Our MOEC Data Work Group continues to discuss if additional assessments will be beneficial.

I appreciate your and your board's consideration of our request for the current school year. This support demonstrates the active collaboration between MOEC and the Learning Community of Douglas and Sarpy Counties for success of students and families in our community.

Please let me know if you have any questions or if I may provide additional information. Thanks very much for your consideration.

Barbara Weitz Community Engagement Center (CEC) 223B 6001 Dodge Street Omaha, NE 68182
402.554.6644