

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

SPECIAL MEETING (PUBLIC HEARING) AGENDA

September 9, 2021– 5:00 p.m.

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

1. Call Meeting to Order
2. Public Notice and Compliance with Open Meetings Act
3. Presentation of the Proposed 2021-2022 Budget for the Learning Community of Douglas and Sarpy Counties
4. Public Comment on Presented Budget
5. Next Council Meeting – September 9, 2021, 6:00 p.m., Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE
6. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee -	To Be Determined
LC Public Hearing	September 9, 2021, 5:15 p.m. Learning Community Center of North Omaha, 1612 N. 24 th Street, Omaha, NE
LC Coordinating Council -	September 9, 2021, 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

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

SPECIAL MEETING (PUBLIC HEARING) AGENDA

September 9, 2021 – 5:15 p.m.

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

1. Call Meeting to Order
2. Public Notice and Compliance with Open Meetings Act
3. Presentation of the Property Tax Requirements for the Learning Community of Douglas and Sarpy Counties for the 2021-2022 Fiscal Year
4. Public Comment on Presented Levies
5. Next Council Meeting – September 9, 2021, 6:00 p.m., Learning Community Center of North Omaha, 1612 N. 24th Street, Omaha, NE
6. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee -	To Be Determined
LC Coordinating Council -	September 9, 2021, 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

Learning Community Coordinating Council

September 9, 2021 – 6:00PM

1612 North 24th Street, Omaha, Nebraska 68110

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

The subjects to be discussed or considered, or upon which any formal action may be taken, are as follows: (Items do not have to be taken in the same order as listed.)

I. Opening the Meeting

- i. Call to Order: The regular September meeting of the Learning Community Council is called to order on September 9, 2021, at ____.
- ii. **Council Mission Statement: Together with school districts and community organizations as partners, we demonstrate, share, and implement more effective practices to measurably improve educational outcomes for children and families in poverty.**
- iii. Public Notice and Compliance Nebraska Open Meetings Law
- iv. Council Roll Call:
 - i. Moved by _____ and seconded by _____ to excuse Council Member _____.
 - ii. Motion Carried / Failed
- v. Pledge of Allegiance

II. Public Comment

III. Chair Opening Statement:

A. Reports

- i. Chair
- ii. CEO
- iii. Treasurer
- iv. Legal Counsel
- v. Foundation

IV. Consent Agenda

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- i. Minutes of the August 5 & 19, 2021, meeting of the Council
- ii. Treasurer's Report – dated July 31, 2021

V. Programming Update

a. Centers Update- LCSSO Sublease Basement Annex

i. **Action Item:**

Upon recommendation of the Executive Committee, the Council authorizes the CEO to enter into a written agreement with One World Community Health Centers/El Mero Mero (existing landlord) to sublease basement annex space for use at the Learning Community Center of South Omaha not to exceed \$8,400.00 for FY 2021/2022. The contract will hold four, 3-year renewable terms and terminate after twelve (12) years.

b. Superintendents' Plan – BECI Presentation

c. District Initiatives – Westside Community Schools presentation

VI. Subcommittee Reports

1. Elementary and Diversity Subcommittee (ELD)

2. Budget, Finance and Audit Subcommittee

i. **Action Items:** 2021-2022 Budget

1. Upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the General Fund Budget for the 2021-2022 fiscal year in the amount of \$595,261, calling for a total property tax requirement of \$0.
2. Upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the Capital Projects Fund Budget for the 2021-2022 fiscal year in the amount of \$871,180, calling for a property tax requirement of \$903,563, plus a 1% County Treasurer Collection Fee of \$9,126.89 for a total property tax requirement of \$912,689.89.
3. Upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the Elementary Learning Center Fund Budget for the 2021-2022 fiscal year in the amount of \$10,517,947 calling for a property tax requirement of \$10,841,675 plus a 1% County Treasurer Collection Fee of \$109,511.76 for a total property tax requirement of \$10,951,186.76.
4. Upon recommendation of the Budget, Finance & Audit Subcommittee, I move that the Coordinating Council approve the Research & Evaluation Fund Budget for the 2021-2022 fiscal year in the amount of \$924,000, calling for a total property tax requirement of \$0.

ii. **Action Item:** 2022 Tax Year Levy Resolutions

Upon recommendation of the Budget, Finance & Audit Subcommittee, I move adoption of the following resolutions:

WHEREAS, Nebraska Revised Statute § 77-1601.02 provides that the Coordinating Council, as the governing body of the Learning Community of Douglas and Sarpy Counties (the "Learning Community"), passes by majority vote a resolution setting the Learning Community's tax requests for its Capital Projects Levy and Elementary Learning Center Levy after

holding a public hearing for the purpose of discussing and approving or modifying the Learning Community's tax requests for the 2021-2022 fiscal year.

WHEREAS, such special public hearing was held on September 9, 2021, as required by law to receive and consider public comments regarding the proposed property tax requests of the Learning Community's Capital Projects Levy and Elementary Learning Center Levy, notice of the special public hearing having been given in accordance with Nebraska Revised Statute § 77-1601.02;

WHEREAS, the total assessed value of the property differs from the previous year's total assessed value by 6.12%; the tax rate which would levy the same amount of property taxes as the previous year, when multiplied by the new total assessed value of property would be \$0.015313 per \$100 of assessed value; the Learning Community proposes to adopt a property tax requests that will cause its tax rate to be \$0.016248 per \$100 of assessed value for the 2021-2022 fiscal year;

WHEREAS, based on the proposed property tax request and changes in other revenue, the total operating budget of Learning Community will increase last year's budget by 12.7 percent; and

WHEREAS, the Coordinating Council, after having reviewed the Learning Community's tax requests for each said levy, and after public consideration of the matter, has determined that the tax requests as listed below are necessary to carry out the functions of the Learning Community, as determined by the Coordinating Council for the 2021-2022 fiscal year.

BE IT RESOLVED that the Coordinating Council of the Learning Community hereby sets its Capital Projects Levy property tax request for the 2021-2022 fiscal year at \$912,689.89; and

BE IT RESOLVED that the Coordinating Council of the Learning Community hereby sets its Elementary Learning Centers Levy property tax request for the 2021-2022 fiscal year at \$10,951,186.76.

BE IT FURTHER RESOLVED that a copy of this Resolution be certified and forwarded to the Douglas County Clerk on or before October 13, 2021.

VII. New Business

i. **Action Item:** CEO 2021 Salary Adjustment and Contract Renewal

1. Upon recommendation by the Executive Committee, motion to approve salary adjustment for Dr. Bradley Ekwerekwu in the amount of \$2,199.96 (1.6% of his 2020-2021 base salary) and a 1 (one) year contract extension to June 30, 2023.

VIII. Upcoming Meeting – October 21, 2021 – Learning Community Center of North Omaha, 1612 North 24th Street, Omaha, NE 68110

VIII. Adjourn

***Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the council will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

****Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the Council. Please arrive at the beginning of the meeting.

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee	To Be Determined
LC Coordinating Council	October 21, 2021, at the Learning Community Center of North Omaha, 1612 N. 24 th Street, Omaha, NE at 6:00 PM
Subcouncil #1	To Be Determined
Subcouncil #2	To Be Determined
Subcouncil #3	To Be Determined
Subcouncil #4	To Be Determined
Subcouncil #5	To Be Determined
Subcouncil #6	To Be Determined

DOCUMENTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS:

- Parlay Documents
- LCCC Minutes dated August 5 & 19, 2021
- Treasurer's Report dated July 31, 2021
- South Center Recommendation
- Westside Community Schools Presentation
- Budget Presentation
- CEO Contract

Closed Sessions: Any agenda time, or portion thereof, may be discussed in closed session where permitted by law. The public is hereby notified that the Council may come in and out of closed session during the meeting. Members of the public who exit the room during closed session may remain outside the meeting room and rejoin the meeting when the Council returns to open session.



Learning Community Strategic Planning: Summary of Work to Date

August, 30, 2021

In 2021, the Learning Community of Douglas and Sarpy Counties partnered with Parlay Consulting Firm, Inc. (Parlay) in the development of its next three-year strategic plan. The effort began by gathering stakeholder input via interviews, focus groups and public forums. Following is a summary of progress to date.

Stakeholder Interviews

Learning Community leaders provided Parlay with a list of 25 potential interviewees. Parlay designed a one-on-one interview protocol to invite feedback on current success and future possibilities for the Learning Community. Parlay sent recruitment emails, and interviews were scheduled and conducted from July 12 through August 13, 2021. Interviews were conducted via Zoom for up to 30-minutes. To date, 19 interviews have been completed.

Focus Groups

Up to five focus groups were designed and implemented to gather additional feedback from key stakeholder groups. Two in-person focus groups were conducted July 28 and July 31 with families at the Learning Community Centers of South and North Omaha. An in-person focus group was conducted with Council members on August 8th, and a virtual focus group was conducted with staff members on August 24. One final focus group is scheduled for September 9 with Learning Community school district Superintendents.

Public Forums

Three public forums are scheduled to include community members to share feedback and ideas on topics of interest to the Learning Community, including early childhood education, family literacy/two-generation approach to education, and community collaboration. Parlay consultants reviewed a selection of articles to support the facilitation of focused conversations on these and related topics. Public forums are currently scheduled in-person for Sept. 8 (Kroc Center), Sept. 15 (Highlander), and Sept. 20 (via Zoom).

Wave Method Workshop

Program leaders and some key partners to the Learning Community participated in a Wave Method Workshop on August 16th. The online session was designed to help inspire innovative ideas about the future of the organization. The collaborative review of relevant literature and articles yielded creative reflection and will serve to inform the Strategic Planning Workshops to come.

Strategic Planning Workshops

Once pre-work has concluded, staff and Council members will be invited to participate in strategic planning workshops to develop: a practical vision, strategic directions, three-year annual goals, and a year one implementation plan with action steps. Sessions are currently scheduled for Oct. 14th, Oct. 18th, and Oct. 22nd.

Learning Community Coordinating Council

August 5, 2021 – 6:00PM

1612 North 24th, Omaha, Nebraska

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

The subjects to be discussed or considered, or upon which any formal action may be taken, are as follows:
(Items do not have to be taken in the same order as listed.)

I. Opening the Meeting

- i. Call to Order: The regular June meeting of the Learning Community Council is called to order on August 5, 2021 at 6:05 p.m.
- ii. **Council Mission Statement: Together with school districts and community organizations as partners, we demonstrate, share, and implement more effective practices to measurably improve educational outcomes for children and families in poverty.**

iii. Public Notice and Compliance Nebraska Open Meetings Law

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held August 5, 2021. Notice of the meeting, containing the date, time, place, and agenda, was given in advance thereof by publication in the Daily Record on August 3rd, 2021. The proofs of publication have been received and will be made a permanent part of the record of the meeting. Notice of the agenda was given to all members of the Council on August 4th, 2021.

iv. Council Roll Call:

Voting Members Present: Brock, Hager, Hall, Hoeger, Schoenberger, Servellon, Thommes, Jackson, Zingg

Voting Members Excused: Hahn, Kozel

Members Absent: Ward

Staff Present: Ekwerekwu, Harris, Lewis, Videgla

Also Present: Loretta Carroll, Koley Jessen, BECI

v. Pledge of Allegiance

II. Public Comment

III. Chair Opening Statement:

A. Reports

- i. Chair- Gave Report
- ii. CEO- Welcome everyone to today's meeting. He shared some of the updates that the team is working on such as the Strategic Plan and the council participation will be appreciated. He also shared the process of needs assessments of the third center, as well as Alice. L presentation on our upcoming year budget and the importance of it. The topic of re-opening the center is very hot right now; but our CEO shared how he is monitoring the updates and reopening will be based on the numbers and CDC guidelines.
- iii. Treasurer- Gave Report.
- iv. Legal Counsel- No Report.
- v. Foundation – No Report.

IV. Consent Agenda

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- i. Minutes of the June 17, 2021, meeting of the Council
- ii. Treasurer's Report – dated June 30, 2021

Motion to approve Council meeting minutes of June 17, 2021; Treasurer's report of June 30, 2021. Motion first by Zingg, second by Servellon.

Yeas: Brock, Hall, Hoeger, Thommes, Jackson, Schoenberger, Servellon, Chair Hager, Zingg
Motion carried.

V. Programming Update

- a. Center Updates-
 - 1) Summer Academy Updates
 - 2) South Center Annex
- b. Superintendent's Plan-BECI
- c. District Initiatives- No Report

VI. Subcommittee Reports

1. Elementary Learning and Diversity Subcommittee (ELD)

- i. **Action Item:** Motion to Approve UNMC Contract Upon recommendation of the ELD, the Council authorizes the CEO to enter into a written agreement with Munroe Meyer Institute in the document entitled Service Provider Agreement. Motion to approve the Service Provider Agreement not to exceed \$421,975 for FY 2021/2022, Approval is contingent upon Council approval of

authorization of the elementary levy and the 2021/2022 fiscal year budget for the Learning Community.

Motion to approve UNMC Contract. Motion first by Jackson, second by Zingg.

Yeas: Hoeger, Thommes, Jackson, Schoenberger, Servellon, Chair Hager, **Nays:** Brock, Hall
Motion carried.

2. Budget, Finance and Audit Subcommittee

ii. Action Item: Motion to approve the additional 1% allowable growth rate for the 2021-2022 Elementary Learning Center and Capital Projects budgets and to recommend the same to the full Council at the next Learning Community Coordinating Council meeting.

Motion to approve the additional 1% allowable growth rate for the 2021-2022 Elementary Learning Center and Capital Projects budgets. Motion first by Hoeger, second by Zingg.

Motion to table the approval of an additional 1% allowable growth rate for the 2021-2022.

Yeas: Chair Hager, Hoeger, Servellon, Zingg, **Nays:** Brock, Hall, Thommes, **Abstain:** Jackson, Schoenberger, **Motion tabled.**

a) Preliminary Budget Presentation - Alice Lewis

3. Legislative Subcommittee

- GOALS Presentation

- MOEC Presentation

VII. Upcoming Meeting – September 9, 2021 – Learning Community Center of North Omaha, 1612 North 24th Street, Omaha, NE 68110

VIII. Adjourn at 8:43

***Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the council will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

****Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the Council. Please arrive at the beginning of the meeting.

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee

To Be Determined

LC Coordinating Council

September 9, 2021, 6:00 p.m.

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

Subcouncil #1	To Be Determined
Subcouncil #2	To Be Determined
Subcouncil #3	To Be Determined
Subcouncil #4	To Be Determined
Subcouncil #5	To Be Determined
Subcouncil #6	To Be Determined

HANDOUTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS:

- LCCC Minutes dated June 17, 2021
- Proposed Meeting Dates
- Summer Academy (North & South Centers)
- June Treasurer's Report
- UNMC Addendum
- South Center Annex
- GOALS Presentation
- MOEC Presentation

Learning Community Coordinating Council

August 19, 2021 – 6:00PM

1612 North 24th, Omaha, Nebraska

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

The subjects to be discussed or considered, or upon which any formal action may be taken, are as follows: (Items do not have to be taken in the same order as listed.)

I. Opening the Meeting

- i. Call to Order: The regular June meeting of the Learning Community Council is called to order on August 19, 2021, at 6:02 p.m.
- ii. **Council Mission Statement: Together with school districts and community organizations as partners, we demonstrate, share, and implement more effective practices to measurably improve educational outcomes for children and families in poverty.**
- iii. Public Notice and Compliance Nebraska Open Meetings Law

A meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held August 19, 2021. Notice of the meeting, containing the date, time, place, and agenda, was given in advance thereof by publication in the Daily Record on August 17th, 2021. The proofs of publication have been received and will be made a permanent part of the record of the meeting. Notice of the agenda was given to all members of the Council on August 12th, 2021.

iv. Council Roll Call:

Voting Members Present: Brock, Hager, Hall, Hoeger, Thommes, Jackson, Zingg,
Servellon

Voting Members Excused: Hahn, Schoenberger

Members Absent: Ward

Staff Present: Ekwerekwu, Lewis, Videgla, Franklin

Also Present: Loretta Carroll, Koley Jessen

v. Pledge of Allegiance

II. Public Comment

III. Chair Opening Statement:

A. Reports

- i. Chair- No Report
- ii. CEO- No Report
- iii. Treasurer- No Report
- iv. Legal Counsel- No Report
- v. Foundation -No Report

IV. Subcommittee Reports

1. Budget, Finance and Audit Subcommittee

1.a.i. **ACTION ITEM:** Motion to take the additional 1% allowable growth rate for the 2021-2022 Elementary Learning Center and Capital Projects budgets and to recommend the same to the full Council at the next Learning Community Coordinating Council meeting off the table.

Yeas: Hager, Hoeger, Kozel, Brock, Thommes, Servellon, Zingg, Hall, Jackson, **Nays:** None, **Motion Passed.**

1.a.ii. **ACTION ITEM:** Motion to approve the additional 1% allowable growth rate for the 2021-2022 Elementary Learning Center and Capital Projects budgets and to recommend the same to the full Council at the next Learning Community Coordinating Council meeting.

Yeas: Hager, Hoeger, Kozel, Brock, Thommes, Servellon, Zingg, Hall, Jackson, **Nays:** None, **Motion Passed.**

V. Upcoming Meeting – September 9, 2021 – Learning Community Center of North Omaha, 1612 North 24th Street, Omaha, NE 68110

VI. Adjourn at 06:06 PM

***Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the council will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

****Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the Council. Please arrive at the beginning of the meeting.

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee

To Be Determined

LC Coordinating Council

September 9, 2021, 6:00 p.m.

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

Subcouncil #1	To Be Determined
Subcouncil #2	To Be Determined
Subcouncil #3	To Be Determined
Subcouncil #4	To Be Determined
Subcouncil #5	To Be Determined
Subcouncil #6	To Be Determined

HANDOUTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS:

LEARNING COMMUNITY OF DOUGLAS SARPY
Treasurer's Report
Jul 31, 2021

September 9, 2021 Agenda Item IV. ii.

Check#	Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
	5/11/21	AxisPlus Benefits	1044CM			441.86	
				AxisPlus Benefits	441.86		Applied
3738	7/1/21	Buffett Early Childhood Institute	7/2021 SupECPlan	July 2021 Supt Plan Eval	18,666.66		
				Buffett Early Childhood Institute		18,666.66	Paid In Full
5199	7/1/21	Buffett Early Childhood Institute	7/2021 Supt Plan	July monthly program payment	110,507.08		
				Buffett Early Childhood Institute		110,507.08	Paid In Full
5216	7/7/21	Bellevue Public Schools	Supt Plan 080721	Supt. Plan reimbursement -Final Installment (June-July 2021)	9,566.00		
				Bellevue Public Schools		9,566.00	Paid In Full
5200	6/21/21	Blue Cross Blue Shield of Nebraska	1496710 July 2021	Admin Health/Dental (Bradley Ekwerekwu, Paula Erlwine, Sarah Videgla)	2,253.12		
				ELC Health/Dental (Renee Franklin)	751.04		
				LCCNO Health/Dental (Lucia Vaughan)	751.04		
				Blue Cross Blue Shield of Nebraska		3,755.20	Paid In Full
5219	6/30/21	Carroll Communications	1705	MAY Comm/Plan/Strategy	3,379.38		
				Carroll Communications		3,379.38	Paid In Full
5225	7/12/21	C & A Industries - Celebrity Staff	2263966	Receptionist temp	337.50		
				C & A Industries - Celebrity Staff		337.50	Paid In Full
5226	6/29/21	City of Omaha	205214	Cataloged and processed 22 books	41.80		
				City of Omaha		41.80	Paid In Full
5232	7/14/21	City of Omaha	205958	Librarian (Debra Paris) Jun 2021 PR/Benefits Part-Time Status	3,230.59		
				City of Omaha		3,230.59	Paid In Full
5205	7/1/21	Clarity Benefit Solutions	0701214474	June 2021 Admin Mo Fee; MED & DCA	43.00		
				Clarity Benefit Solutions		43.00	Paid In Full
5234	8/31/20	Completely KIDS	083120FC	August 2020	364.00		
				Completely KIDS		364.00	Paid In Full
5230	6/30/21	Completely KIDS	063021FC	June Contract billing for Field Club Elementary	7,095.00		
				Completely KIDS		7,095.00	Paid In Full
5227	7/11/21	Control Yours	5902	Plugin renewal website expense	75.00		
				Control Yours		75.00	Paid In Full
5236	7/17/21	Control Yours	5904	Plus membership Subscription fee for LCC	175.00		
				Control Yours		175.00	Paid In Full
5206	5/15/21	Culligan of Omaha	1002599	Water & Delivery (Admin Office)	15.50		
	6/30/21	Culligan of Omaha	1006387	Water & Delivery (Admin Office)	12.50		
	6/30/21	Culligan of Omaha	1006513	Equipment Cooler (LCCNO Class Rooms)	3.50		
				Culligan of Omaha		31.50	Paid In Full

LEARNING COMMUNITY OF DOUGLAS SARPY

Treasurer's Report

Jul 31, 2021

Check#	Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
5228	7/12/21	Culligan of Omaha	1007052	Water & Delivery (Admin Office) Culligan of Omaha	15.50	15.50	Paid In Full
1361	6/24/21	El Mero Mero Inc	July 2021	July 2021 El Mero Mero Inc	5,365.00	5,365.00	Paid In Full
5237	7/12/21	Electronic Contracting Company	15334	Service Electronic Contracting Company	172.50	172.50	Paid In Full
5207	7/1/21	Envisioned Solution	181	LC Monthly Hosting Cost of LCC app Envisioned Solution	199.00	199.00	Paid In Full
1362	7/1/21	HELP Foundation of Omaha	2302 July 2021	Rent and utilities HELP Foundation of Omaha	12,194.81	12,194.81	Paid In Full
5208	6/28/21	InfiNet Solutions, Inc.	59258ISI	Laptop Replacement Screen InfiNet Solutions, Inc.	132.99	132.99	Paid In Full
5201	7/1/21	InfiNet Solutions, Inc.	59296ISI	Monthly Managed Services - July InfiNet Solutions, Inc.	2,071.50	2,071.50	Paid In Full
5239	7/15/21	Jensen Rogert Associates, Inc.	2021-08	August 2021 Jensen Rogert Associates, Inc.	2,375.00	2,375.00	Paid In Full
5231	7/8/21	Koley Jessen	410382	South Omaha ELC	144.00		
	7/8/21	Koley Jessen	411011	General	42.00		
	7/8/21	Koley Jessen	411012	ELC Contract	3,526.50		
	7/8/21	Koley Jessen	411013	Personnel Matters	187.50		
	7/8/21	Koley Jessen	411014	Monthly Community Council Meetings Koley Jessen	3,448.50	7,348.50	Paid In Full
	6/30/21	Konica Minolta Business Solutions U 274020672		Monthly Maintenance for PARENT UNIVERSITY - June 2021	99.57		
5217	6/30/21	Konica Minolta Business Solutions U 274021024		Monthly Maintenance for ADMIN AREA - June 2021 Konica Minolta Business Solutions USA I	45.99	145.56	Paid In Full
5209	6/29/21	Konica Minolta Premier Finance	73005130	Admin Lease payment PU lease payment Konica Minolta Premier Finance	194.48 200.34	394.82	Paid In Full
5210	6/30/21	Lion's Gate Security Solutions	Learncomm052021	05/20/2021 Council Meeting Lion's Gate Security Solutions	81.00	81.00	Paid In Full
1363	6/23/21	Lund Company	1612-July 2021	Lease payment Lund Company	52,212.61	52,212.61	Paid In Full
5220	2/15/21	Millard Public Schools	20-21 ELC	Instructional coaching 20/21 payment Millard Public Schools	82,687.66	82,687.66	Paid In Full
5235	7/20/21	Millard Public Schools	20-21 ELC2	Instructional coaching 20/21 payment Millard Public Schools	76,205.45	76,205.45	Paid In Full

LEARNING COMMUNITY OF DOUGLAS SARPY

Treasurer's Report

Jul 31, 2021

Check#	Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
5202	6/30/21	Nebraska Early Childhood Collaborat	06302021	Childcare Director Training Prog - June 2021 Nebraska Early Childhood Collaborative	3,600.00	3,600.00	Paid In Full
5238	4/20/21	One Source The Background Check	2136-20210430	Lewis, Alice One Source The Background Check Company	29.00	29.00	Paid In Full
5203	6/1/21	One World Community Health Center	0004204-IN	July Expenses South Omaha Center One World Community Health Centers, Inc	132,616.67	132,616.67	Paid In Full
5224	7/2/21	OMAHA PUBLIC SCHOOLS	BECI003	Mar-May 2021 BECI payment - Mt. View Mar-May 2021 BECI payment - Gomez Mar-May 2021 BECI payment - Liberty Mar-May 2021 BECI payment - Pinewood OMAHA PUBLIC SCHOOLS	36,803.26 30,105.84 34,218.85 34,345.77	135,473.72	Paid In Full
5221	7/2/21	OMAHA PUBLIC SCHOOLS	Mar-May 2021 ELC	Instructional Coaching - SC1 Instructional Coaching - SC3 ELC Partnership Program OMAHA PUBLIC SCHOOLS	23,373.62 39,077.04 118,987.89	181,438.55	Paid In Full
5211	6/25/21	Pay-LESS Office Products, Inc.	3274334-0	Laser Labels	12.05		
	6/28/21	Pay-LESS Office Products, Inc.	3274334-1	Legal File Folders	11.66		
	7/1/21	Pay-LESS Office Products, Inc.	3274334-2	Dixie Plastic Knives	6.24		
				WATER, NESTLE, PURELIFE	29.45		
				Pay-LESS Office Products, Inc.		59.40	Paid In Full
5218	7/6/21	Pay-LESS Office Products, Inc.	3276094-0	"Rcvd" ink stamp "Copy" ink stamp "Paid" ink stamp Legal pads Lunch Napkins Pay-LESS Office Products, Inc.	3.24 7.31 9.19 8.99 12.38	41.11	Paid In Full
5229	7/7/21	Pay-LESS Office Products, Inc.	3276464-0	2 CD/DVD WALLET 128 CAPA	32.17		
	7/8/21	Pay-LESS Office Products, Inc.	3276464-1	2 WATER, ICE MOUNTAIN Pay-LESS Office Products, Inc.	17.80	49.97	Paid In Full
5212	6/26/21	Philadelphia Insurance Companies	2003122398	umbrella payment Philadelphia Insurance Companies	459.92	459.92	Paid In Full
5222	7/6/21	Project Harmony	07062021	Parent University Program June 2021 Project Harmony	64,593.70	64,593.70	Paid In Full
5204	7/1/21	Ralston Public Schools	2020-21 Reimb Jun21	Superintendents Early Childhood 20/21 Instructional Coaching 20/21 Ralston Public Schools	34,945.39 23,793.19	58,738.58	Paid In Full
5213	6/25/21	Regal Printing	76094	PU Business Cards-JULIE DAVIS(corrected) Regal Printing	65.50	65.50	Paid In Full

LEARNING COMMUNITY OF DOUGLAS SARPY

Treasurer's Report

Jul 31, 2021

Check#	Date	Name	Invoice/CM #	Line Description	Debit Amount	Credit Amount	Payment Status
	6/7/21	Regal Awards & Advertising Specialti	174496	DUAL LAYER PLAQUE W/STANOFF SILVER	74.45		
				HARDWARE (Awards for Council members - The Spirit of Community Awards)			
				COMPOSITION	20.00		
5214				Regal Awards & Advertising Specialties		94.45	Paid In Full
	6/30/21	Seim Johnson LLP	CL06438.00 063021	Acctg Assistance - L Determan	7,506.00		
				District Initiative Assistance - D Osten & L Determan & Cross	508.00		
				Less Discount for investment in relationship	-400.00		
5223				Seim Johnson LLP		7,614.00	Paid In Full
	6/18/21	Sun Life Assurance Company of Can	July 2021	EE Life, AD&D, & LTD Insurance (ADMIN)	59.41		
				EE Life, AD&D, & LTD Insurance (LCCNO)	13.00		
				EE Life, AD&D, & LTD Insurance (PR Ded)	16.00		
5215				Sun Life Assurance Company of Canada		88.41	Paid In Full
	7/13/21	UNMC	07/2021 ELC Eval	July 2021 Monthly ELC Eval Prog	36,134.92		
3739				UNMC		36,134.92	Paid In Full
072621EFT	7/26/21	Security National Bank	June Statement	Credit Card Online Pmt	834.16	834.16	Paid In Full
					1,021,243.53	1,021,243.53	

LEARNING COMMUNITY OF DOUGLAS SARPY COUNTIES

Credit Card Report

Jul 31, 2021

Date	Reference	Trans Description	Debit Amt	Credit Amt	Balance
7/1/21		Beginning Balance			-834.16
7/7/21	CC072021_V01	Greater Omaha Refrigeration		576.18	
7/7/21	CC072021_V02	Marking Refrigeration, Inc		181.36	
7/7/21	CC072021_V03	Dropbox		119.88	
7/7/21	CC072021_V04	Amazon.com		309.56	
7/7/21	CC072021_V05	Zoom Video Communication, Inc.		199.90	
7/7/21	CC072021_V06	Vornado Air, LLC		723.93	
7/7/21	CC072021_V07	Stamps.com		17.99	
7/7/21	CC072021_V08	1&1 Ionos		8.71	
7/7/21	CC072021_V09	Vornado Air, LLC		1,965.89	
7/26/21	072621EFT	Security National Bank - Credit Card Payable-SNB	834.16		
		Current Period Change	834.16	4,103.40	-3,269.24
7/31/21		Ending Balance			-4,103.40

MEMORANDUM

TO: Members of the Learning Community Coordinating Council

FROM: Renee Franklin, Executive Director, Elementary Learning Centers

DATE: July 2021

Requested Action: Assume cost of basement location in Annex

Type of Contract: Lease

Terms: Renewal every three years for a total of 12 years

Partner: OneWorld El Mero Mero (existing landlord)

Annual Cost: \$8,400

Overview

Learning Community has long been committed to demonstrating and replicating innovative family learning programs in the Learning Community Center of South Omaha to meet the critical needs of children and families in poverty.

Three years ago, the building next door became available for rent. The main area was designed to accommodate the growing needs of the program. The basement of this building was not in the best shape. OneWorld offered to renovate and sublease the basement for a minority health program. This space is no longer needed and is available to us.

Supporting Detail

Learning Community has carefully reflected on specific feedback from the third party evaluation as well as parental and staff input in order to ensure continuous program improvement. As a result, one parent classroom has been used for children in the main center in response to both COVID concerns as well following best practices in early childhood education. In order to have three classrooms of parents onsite at the same time, a dedicated classroom space for parents is currently being added in the Annex building.

While this change is beneficial for parents and children in our program, it leaves staff without meeting and planning space as well as the location they used to visit privately with families. By assuming the cost of the sublease, Learning Community staff would have ample and dedicated space for meetings and planning. It would also allow space for navigators to meet privately with families onsite.

Budget and Recommendation

The additional annual cost would be \$8,400 and is available within the current capital budget.

W

Lessons Learned and Success Stories

How the WCS iCoaches Supported Elementary Teachers During the Pandemic
from March of 2020 - August of 2021

Jamie Frederick
Diana Williams
Sandy Morrow
(Transitioned to Reading Coordinator)

01

March 12, 2020

02

At Home Learning

03

2020-2021

04

Next Steps

01

March 12th, 2020

Westside Community Schools announces
we are sending all belongings home
including iPads because of Covid-19.

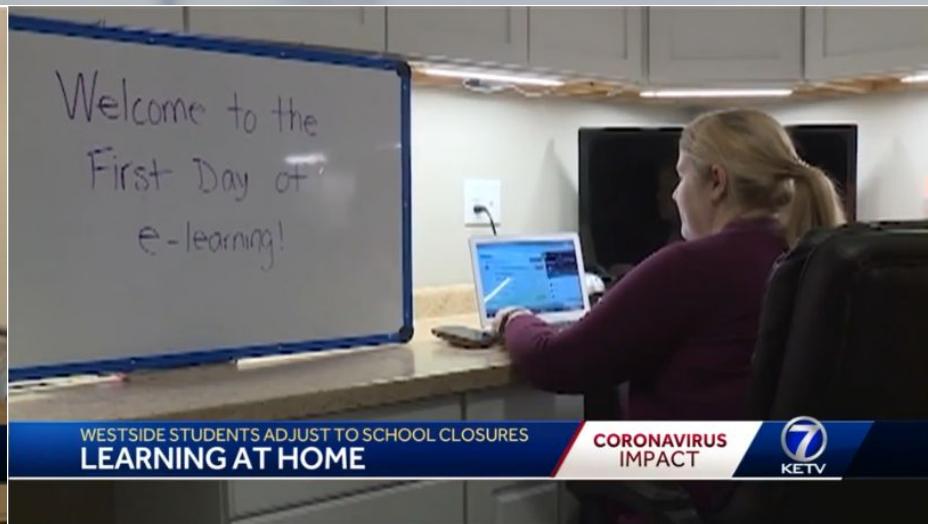
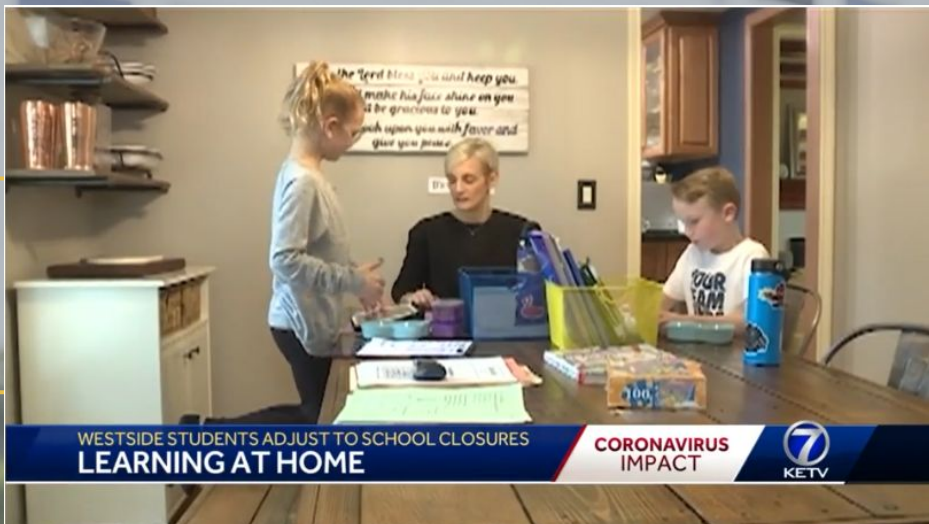




02

At Home Learning

Westside Community Schools announces we are sending all belongings home including iPads because of Covid-19.



WCS Elementary Extended Campus

Elementary EC 2020 - 2021 [Content](#) [Specials/Other](#) [Q](#)

Content Support

The websites below will provide learning opportunities for students connected to academic content areas. These are general sites in addition to specific supports that might be provided by the building staff member. During the month of August, we will be updating links to align with the 2020-2021 school year.

Elementary students also have access to many apps already installed on their district issued device including apps that can be installed using Self-Service.

[Westside Grade Level Padlet](#) [Westside Technology YouTube Channel](#) [Westside Technology Area66](#)

[Elementary Google Classroom/SeeSaw Parent Support](#)

[Area66 Parent Trouble Shooting Support](#)

<p>READING/Writing</p> <ul style="list-style-type: none"> EduTyping Clever Leap In for grades 3-6 Studental K12 Reader 	<p>MATH</p> <ul style="list-style-type: none"> IXL Math Clever Leap In for 3rd-6th grade Studental 	<p>SOCIAL STUDIES</p> <ul style="list-style-type: none"> Wonderopolis National Geographic Smithsonian 	<p>SCIENCE</p> <ul style="list-style-type: none"> Mystery Science Wonderopolis National Geographic
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©

Math Alignment

English Language Arts Alignment

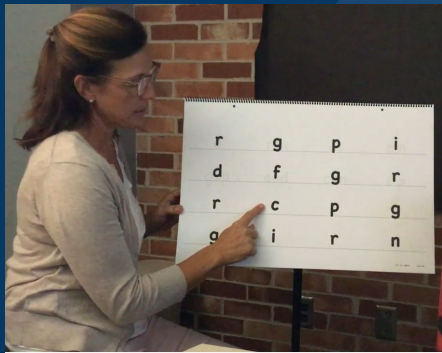
Listen

Week May 4-May 8	ELA	Math
FOCUS	Question of the Week: What good things happen when people work together?	Measurement and Estimating Lengths
Monday (Independent Student Work Day/Teacher Plan Day)	Resources: Storylineonline.com; Mackin app; Scholastic Learn At Home Student Optional Activities: Free read/listen to a story (storylineonline OR Mackin app from library) Write/draw about your weekend Complete an activity from one day of the Scholastic Learn At Home resource Scholastic Learn at Home Link	Fact Practice: Rocket Math/Xtra Math Skill Lesson: No Lesson Skill Practice: DXL Practice, Freckle
	Resources: Journeys Lesson 29 Read Aloud Teacher Directions: Record yourself reading aloud "A Lesson in Happiness". Explain student assignments and how you want them to respond Student Assignment(s): Watch the Foundational Skills video - Lesson 29 Day 1 Read the decodable text - "Not So Alike" - record yourself reading 2 pages. Listen to the story - "A Lesson in Happiness". Answer the questions (in writing, video, etc.) - What problem is the king trying to solve by building the wall around the palace? What lesson does Princess Ela and the king learn in the story? Foundational Skills Video - Lesson 29 Day 1 Decodable Text - Not So Alike A Lesson in Happiness Text	Fact Practice: Rocket Math/Xtra Math Focus Skill Lesson Resources: Measuring Correctly & Customary Measurement Everyday Math: 4-7, Unit 9 Khan Academy Videos, Teacher Created Videos, Brain Pop Jr., etc. Skill Practice Options: DXL (S2-S4, S8), Freckle, Seesaw Activities, Math Boxes, 2-4-2, Everyday Math Games, Math Journal, etc. Khan Academy Measuring Correctly Brain Pop Jr. Inches and Feet Seesaw Measuring Correctly Seesaw measure in inches Seesaw Measure in Inches Activity
Tuesday	A Lesson in Happiness Text with Audio	



03

2020-2021



1

Math Videos

Created over 300 Math Videos

2

Instructional Routines Video

Created over 150 Videos

3

Collaboration

Supporting teachers





04

Next Steps

2021-2022 School Year



1

Lighthouse Educator Academy (New Staff)

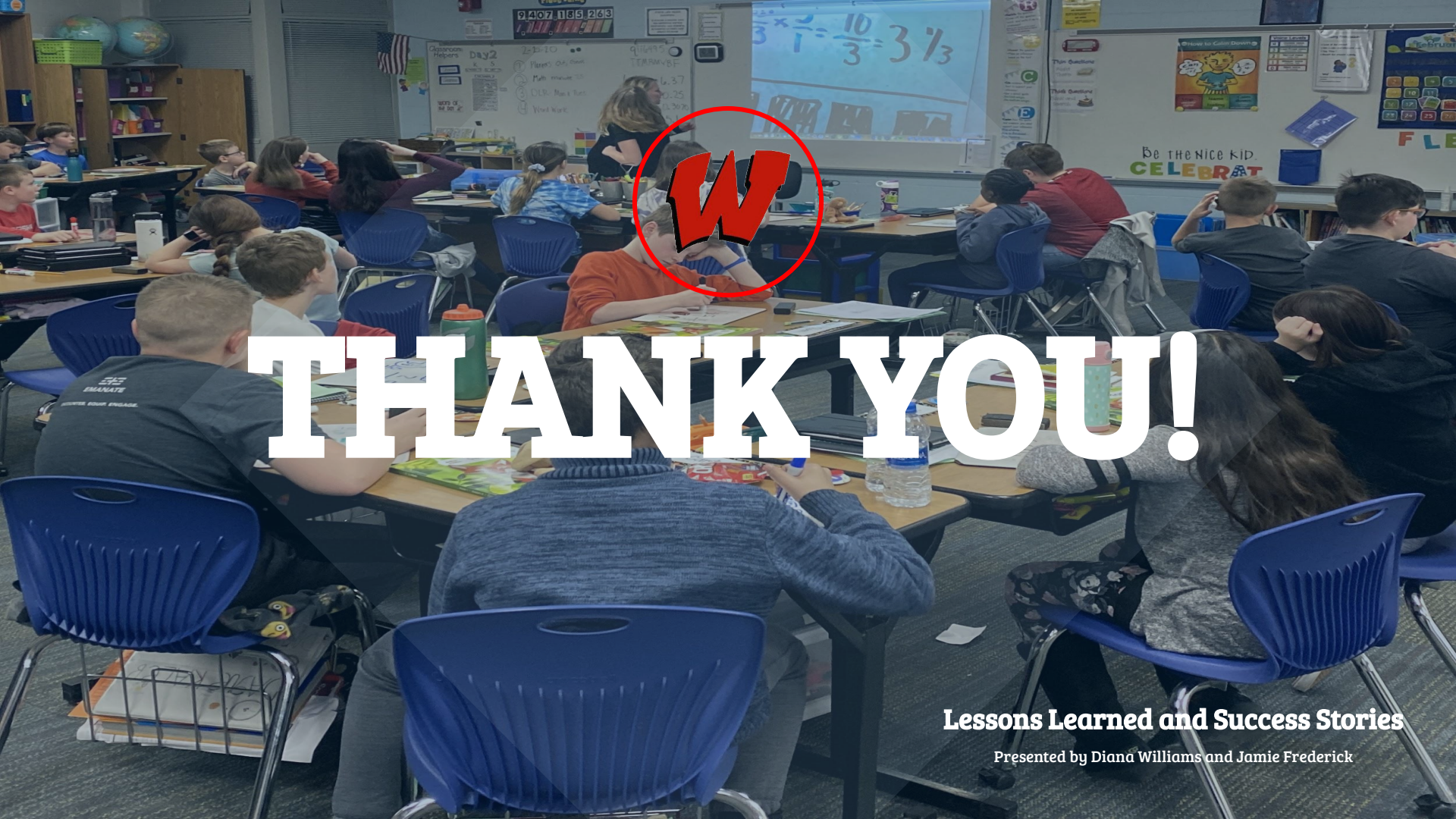


2

Curriculum Support

3

PLC / MTSS Meetings



W

THANK YOU!

Lessons Learned and Success Stories
Presented by Diana Williams and Jamie Frederick



**FY 2021/22 LEARNING COMMUNITY
BUDGET/LEVY PUBLIC HEARINGS**

STATUTORY RESPONSIBILITIES

- Establish & Administer Elementary Learning Centers which offer programs designed to enhance the academic success of elementary students
- Provide funding support for early childhood programs for children in poverty
- Adopt a Diversity Plan & an approval process for focus schools & programs
- Approve member districts' plans for serving low income & ESL (English as a Second Language) students
- Collect, analyze & report data

2021/22 PRESENTATION OUTLINE

- General Fund
- Elementary Learning Center Fund
- Research and Evaluation
- Capital Projects Fund

ACTIVITIES FUNDED THROUGH THE GENERAL FUND:

- Learning Community Coordinating Council activities
- General & Administrative expenses
- Collection & reporting of data

GENERAL FUND

	2020/21 Adopted Budget	2021/22 Proposed Budget
LCCC	\$49,750	\$16,250
General & Administration	\$545,000	\$579,011
Total	\$594,750	\$595,261

ELEMENTARY LEARNING CENTER LEVY

- LB 585 empowered Learning Community to levy up to \$0.015 to fund Elementary Learning Center (ELC) operations and early childhood programs for children in poverty
- Bulk of Levy Funds will be received in 2 installments:
 - 1st half will be received by the Learning Community in April
 - 2nd half will be received by the Learning Community in August

ELEMENTARY LEARNING CENTER BUDGET

- Activities funded through the Elementary Learning Center (ELC) budget:
 1. Extended learning academic programs serving students facing educational challenges throughout the Learning Community
 2. Establishment and operation of visionary resource centers for enhancing academic success of elementary students
 3. Funding for early childhood programs for children in poverty
 4. Family support programs serving students facing educational challenges in sub-councils 2 and 5
 5. Evaluation of ELC programs
 6. Administrative costs directly associated with ELC activities

ELEMENTARY LEARNING CENTER

	2020/21 Budget	2021/22 Proposed Budget
ELC District Initiatives	\$1,081,500	\$1,087,500
North Omaha Center	\$2,635,144	\$2,714,860
South Omaha Center	\$1,591,400	\$2,586,169
Superintendent's Plan	\$2,600,000	\$3,453,000
ELC Administrative Expenses	\$458,578	\$676,418
Total	\$8,366,622	\$10,517,947

RESEARCH & EVALUATION (ELC FUND RESTRICTED)

- Research & Evaluation is funded by ESU Core Services appropriated by the Legislature
- Core Services funding provided in FY 2021/22 is \$924,000 in expenditures for the following:
 - M.O.E.C.'s Community Impact Plan
 - The G.O.A.L.S. Student Attendance Initiative Evaluation
 - ELC Programming Research & Evaluation (MMI)
 - Superintendent's Early Childhood Plan Evaluation
 - Parlay Consulting/Kim Bodensteiner

RESEARCH & EVALUATION (ELC FUND RESTRICTED)

	2020/21 Budget	2021/22 Proposed Budget
M.O.E.C.'s Community Impact Plan	\$80,000	\$80,000
The G.O.A.L.S. Student Attendance Initiative Evaluation	\$95,000	\$95,000
ELC Programming Research & Evaluation	\$419,300	\$433,619
Superintendent's Early Childhood Plan Evaluation	\$224,000	\$225,000
Parlay Consulting/Kim Bodensteiner	\$0.00	\$90,381
Total	\$818,300	\$924,000

CAPITAL PROJECTS

	2020/21 Adopted Budget	2021/22 Proposed Budget
North Center	\$630,000	\$630,000
South Center	\$224,600	\$241,180
Total	\$854,600	\$871,180

LEVY PUBLIC HEARING

LID COMPUTATION FOR FISCAL YEAR 2021-2022

2020-2021 Restricted Funds Authority	\$10,644,166.22
Total Allowable Growth Increase (2.5% + 1.0%)	\$373,245.82
Total Restricted Funds Authority	\$11,037,412.04
Total Personal and Real Property Tax Requirements	\$11,863,876.65
Plus: Motor Vehicle Pro-Rate and In-Lieu of Tax Payments	\$59,956.00
Lid Exceptions: Interlocal Agreement	\$895,150.00
Total Restricted Funds	\$11,028,682.65
Total Unused Restricted Funds Authority	\$8,729.39

SUMMARY – LEVY RECOMMENDATIONS

	Statutory Maximum	2020/2021 Levies	2021/2022 Proposed Levies
General Fund	—	—	—
Capitol Projects Levy	\$0.00500	\$0.00125	\$0.00125
Elementary Learning Center Levy	\$0.01500	\$0.01500	\$0.01500

LEARNING COMMUNITY OF DOUGLAS & SARPY COUNTIES 2021/22 BUDGET & LEVY HEARINGS SARPY COUNTIES

- LCCC vote will be at 6:00 PM meeting directly after the budget & levy hearings

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (this “First Amendment”) is made and entered into as of _____, 2021, by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (“Employer”), and Bradley Ekwerekwu, an individual, (“Employee”).

WHEREAS, Employer and Employee are parties to that certain Employment Agreement commencing on May 21, 2020 (the “Agreement”); and

WHEREAS, pursuant to Paragraph 10.f. of the Agreement, the parties desire to amend the Agreement to extend the term of the Agreement, as well as provide for other amendments and agreements as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee, intending to be legally bound, hereby agree as follows:

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

2. **Revised Base Salary.** Paragraph 4.a. of the Agreement is hereby amended and restated in its entirety as follows: “**Base Salary.** Employer shall pay Employee an annual base salary of One Hundred Thirty-Nine Thousand Seven Hundred and No/100 Dollars (\$139,700.00), subject to applicable withholdings and annual cost of living adjustments, unless and until adjusted as set forth below (the “Base Salary”). Employee’s Base Salary shall be paid, less applicable withholdings, on a monthly basis in the gross amount of \$11,641.67, in accordance with Employer’s regular payroll practices and policies. Employee’s Base Salary will be evaluated by the Coordinating Council on an annual basis, and the Coordinating Council may authorize increases to the Base Salary, in its sole discretion, based on Employee’s performance (as approved by the Coordinating Council) and the results of Employee’s annual performance review.”

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

4. **Ratification.** Except as specifically amended herein, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

5. **Counterparts.** This First Amendment may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

6. **Entire Agreement.** The Agreement, together with this First Amendment, including the recitals to this First Amendment, which are incorporated herein by this reference, constitutes the entire agreement of the parties related 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.

[The remainder of this page was intentionally left blank – signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Employment Agreement as of the date first above written.

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

By: _____

Its: _____

Bradley Ekwerekwu, Employee

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is entered into this 21st day of May, 2020 (the "Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision ("Employer"), and Bradley Ekwerekwu ("Employee").

In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Title and Duties.** Employer hereby hires Employee as its Chief Executive Officer, effective as of the Commencement Date specified in Section 5 below. Employee's principal employment duties and responsibilities shall be those duties described in Exhibit "A" attached hereto and incorporated herein by this reference, and such other duties as may be determined by the chairperson ("Chair") of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties ("Coordinating Council"). Employee shall discharge Employee's duties hereunder, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner Employee reasonably believes to be in the best interests of Employer. Employer shall provide Employee with sufficient operating and administrative personnel and support as reasonably determined by Employer to permit Employee to operate with maximum efficiency, consistent with its responsibilities under the statutes of Nebraska and sound fiscal and management practices.

2. **Full-Time Efforts.** Except for illnesses and leave periods, Employee shall devote Employee's full business time, attention and best efforts to the performance of Employee's business duties and responsibilities under this Agreement. Employee will not engage in any other business or render any commercial or professional services, directly or indirectly, to any other person or organization, whether for compensation or otherwise, unless explicitly approved in writing by the Chair. Employee's primary place of employment shall be at the offices of Employer located in the Omaha, Nebraska metropolitan area.

3. **Reporting and Evaluation.** Employee shall report directly to the Chair of Employer's Coordinating Council. The Chair of the Coordinating Council and the Administration & Personnel Subcommittee of the Coordinating Council shall review Employee's performance on an annual basis. The criteria for such annual review shall be based on and reflective of Employee's duties as set forth in Exhibit "A" and such other duties as may be determined by the Chair and the Coordinating Council. The annual review shall include a process by which members of the Coordinating Council may provide input on the performance of Employee. Employee hereby acknowledges and understands that after each annual review has been completed, the Chair of the Coordinating Council and the Chair of the Administration & Personnel Subcommittee of the Coordinating Council shall report the results of such review, including any recommendations concerning compensation adjustments.

4. **Compensation.**

a. **Base Salary.** Employer shall pay Employee an annual base salary of One Hundred Thirty-Seven Thousand Five Hundred and No/100 Dollars (\$137,500.00), subject to applicable withholdings, unless and until adjusted as set forth below (the "Base Salary"). Employee's Base Salary shall be paid, less applicable withholdings, on a monthly basis in the gross amount of \$11,458.33, in accordance with Employer's regular payroll practices and policies. Employee's Base Salary will be evaluated by the

Coordinating Council on an annual basis, and the Coordinating Council may authorize increases to the Base Salary, in its sole discretion, based on Employee's performance (as approved by the Coordinating Council) and the results of Employee's annual performance review.

b. Employee Benefits. During Employee's employment with Employer, Employee shall be eligible to participate in any employee benefit plans and programs as adopted by Employer from time to time and generally made available to similarly situated employees of Employer, in a manner consistent with the terms and conditions of such plan or program, and on a basis that is commensurate with Employee's then-current position and duties with Employer. Such benefits may include, but shall not be limited to, group health and dental insurance benefits, disability and accidental health and dismemberment insurance, and a retirement income plan. Employer's current benefit package is outlined in Exhibit "B," but remains subject to change.

c. Vacation / Holidays. Employee shall receive ten (10) days of paid vacation per year (exclusive of weekends), subject to the Maximum Accrual Amount described below. Employee shall also receive holiday pay for all holidays recognized by Employer each year. Unused vacation may be carried over into the next employment year; however, once Employee has accrued thirty (30) days of unused vacation (the "Maximum Accrual Amount"), Employee will not receive or accrue any additional vacation until Employee has reduced Employee's vacation balance below the Maximum Accrual Amount.

d. Personal / Sick Leave. Employee shall also receive twelve (12) days of paid leave per year to attend to personal matters or for the illness of Employee or an immediate family member of Employee. Five (5) days of unused personal/sick leave may be carried over each year and any unused days shall be forfeited. Employee will not receive payment for any unused personal/sick leave days upon termination of employment or in lieu of use.

e. Expenses. During Employee's employment with Employer, Employee shall be entitled to reimbursement of all reasonable expenses incurred by Employee in connection with the business of Employer in accordance with Employer's then-current policies concerning reimbursable expenses as in effect from time to time. Such reimbursable expenses shall include, but shall not be limited to: (i) business use of Employee's personal cell phone, which business usage shall be deemed to be 75% of Employee's total cell phone usage and charges actually incurred; (ii) Internet connectivity costs, but not fees and taxes assessed thereon, for Employee's home computer; and (iii) dues for Employee's membership in job-related professional organizations. All approved expenses shall be reimbursed to Employee within thirty (30) days of Employer's receipt and verification of receipts, vouchers, expense statements and/or such other supporting information as Employer may reasonably request.

5. Term. The term of this Agreement shall commence on July 1, 2020 (the "Commencement Date") and shall continue through June 30, 2022 ("Initial Term"), at which time, this Agreement shall be automatically extended for additional one (1) year terms beginning on each subsequent anniversary of the Commencement Date thereafter, unless and until Employee's employment under this Agreement is terminated as provided below (the Initial Term and any additional terms shall collectively be referred to herein as the "Term"). Notwithstanding

the foregoing, Employee's employment may be terminated upon the occurrence of any of the following events:

a. Death or Disability. On the date of Employee's death or Employee's physical or mental disability which prevents Employee from performing the essential functions of Employee's duties as an employee of Employer, with or without reasonable accommodation as defined by the Americans with Disabilities Act.

b. Without Cause. By either party, for any reason, upon not less than ninety (90) days' advance written notice. In the event Employee's employment is terminated without Cause by Employer, such decision shall require an affirmative vote of a majority of the voting members of the Coordinating Council present at a meeting at which a quorum is present before notice is given to Employee.

c. For Cause. At the election of Employer, and by majority vote of the voting members of the Coordinating Council present at a meeting at which a quorum is present, Employee may be immediately terminated for Cause; provided, however, that if Employee is to be terminated for Cause as set forth in Section 5(c)(i) below, Employee shall be provided with written notice setting forth the basis for such proposed termination and provided the opportunity to cure said breach prior to any Coordinating Council vote thereon. For purposes of this Agreement, "Cause" for termination shall be deemed to exist in the event of Employee's (i) breach of any of the material provisions of this Agreement, which breach shall not have been corrected by Employee within forty-five (45) days of receiving written notice from the Chair of the Coordinating Council specifying such breach; (ii) incompetency; (iii) neglect of duty; (iv) unprofessional conduct; (v) insubordination; (vi) immoral conduct, as determined by Employer; or (vii) conviction of or plea of guilty or nolo contendere (or its equivalent) with respect to a felony, a serious misdemeanor, or a misdemeanor involving moral turpitude.

d. Mutual Agreement. At any time upon the mutual written agreement of the parties.

Upon any notice of termination pursuant to Section 5.b. above, Employer shall have the right, in its sole and absolute discretion, to accelerate the effective date of termination, but to continue paying Employee's then-current Base Salary through the last day of the applicable notice period.

6. Payments Upon Termination of Employment. Upon termination of employment:

a. Final Compensation. Employer shall pay Employee's then-current Base Salary, unreimbursed business expenses, and other items earned by and owed to Employee, calculated through and including the effective date of Employee's termination of employment.

b. Benefits. The termination of Employee's benefits shall be determined in accordance with Employer's benefit plans or policies then in effect.

c. No Further Obligations. Except as expressly stated in this Section 6, Employer shall have no other obligation to Employee in the event of a termination of Employee's employment.

7. **Assignment.** This Agreement shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors, and assigns. This Agreement and the rights, interests and obligations of Employer hereunder shall be assignable by Employer. This Agreement is not assignable by Employee without the prior written consent of Employer.

8. **Jurisdiction and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska. Each party agrees that any action by either party to enforce the terms of this Agreement shall be brought by the other party in an appropriate state or federal court in Douglas County, Nebraska and waives all objections based upon lack of jurisdiction or improper or inconvenient venue of any such court.

9. **Indemnification.** To the extent permitted by applicable law, Employer shall indemnify Employee and hold him harmless for any reasonable acts or decisions made by Employee in good faith while performing services for Employer. In addition, Employer shall use its best efforts to obtain coverage for Employee under any insurance policy now in force or hereinafter obtained during the term of this Agreement which provides coverage to the Coordinating Council members and other agents of Employer against claims and litigation. To that end, Employer shall pay any and all expenses incurred by Employee to which this Section 9 applies.

10. **General.**

a. **Notices.** Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered by hand, (ii) on the first business day after having been sent by commercial overnight courier with written verification of receipt, or (iii) when deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid, whichever occurs first. All notices shall be addressed as follows:

If to Employer: Learning Community of Douglas and Sarpy Counties
Attn: Chair, Coordinating Council
1612 N. 24th Street
Omaha, Nebraska 68110

If to Employee: Bradley Ekwerekwu c/o
Learning Community of Douglas and Sarpy Counties
1612 N. 24th Street
Omaha, Nebraska 68110

b. **Reformation and Severability.** Employee and Employer intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable. Employee and Employer further agree that if any provision of this Agreement is determined to be unenforceable for any reason, and such provision cannot be reformed by the court as anticipated above, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

c. Waivers. No delay or omission by either party hereto in exercising any right, power or privilege hereunder shall impair such right, power or privileges, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

d. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. Survival. The provisions of Sections 7 through 10 shall survive Employee's termination of employment under this Agreement.

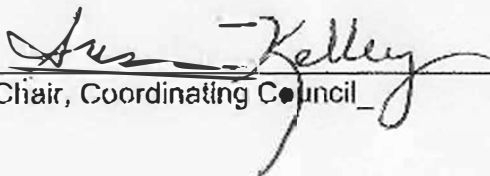
f. Entire Agreement. This Agreement, including the initial paragraph and the Exhibit to this Agreement, each of which are incorporated herein and made part of this Agreement by this reference, contains the entire understanding of the parties, and supersedes all prior agreements and understandings between the parties, whether written or oral, relating to the subject matter hereof. This Agreement may not be amended or supplemented except by a written instrument hereafter signed by Employee and a duly authorized representative of the Employer (other than Employee), and subject to approval by a majority vote of the Coordinating Council.

[The remainder of this page intentionally left blank; Signature page follows.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

LEARNING COMMUNITY OF DOUGLAS
AND SARPY COUNTIES

BRADLEY EKWEREKWU

By: 
Chair, Coordinating Council

