

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

AGENDA

Language on all Action Items subject to legal review

January 19, 2012 – 6:00 p.m.
Thompson Center at UNO, 6705 Dodge Street
Omaha, NE 68182

1. Call Meeting to Order
2. Public Notice and Compliance with Open Meetings Act
3. Roll Call
4. Approval of Minutes – January 3, 2012
5. Reports
 - a) Chair
 - b) Treasurer's Report
 - i. **Action Item:** Accept Treasurer's Report dated December 31, 2011
 - c) Chief Executive Officer
 - d) Legal Counsel
6. Officer Elections
7. Public Comment
8. Subcommittee Reports
 - a) Budget, Finance & Audit Subcommittee – Kathy Bradley
 - i. **Action Item:** Reclassify funds within the ELC Operating Budget for FY 2011/2012 for Sarpy County Truancy Program to the Truancy Initiative Cost line as follows:
 - \$10,000.00 from Extended Learning line – Subcouncil 5
 - \$15,184.00 from Insurance line
 - b) Administration and Personnel Subcommittee – Freddie Gray
 - c) Legislation & Policy Subcommittee – John Synowiecki
 - i. **Action Item:** Approval of Legislative Positions
9. Diversity Plan Implementation Update
10. Elementary Learning Center (ELC) Plan Implementation Update

11. Subcouncil #5 Elementary Learning Center

a) Elementary Learning Center Operating Agreement

Action Item: Upon recommendation of Achievement Subcouncil #5, approve addendum to Elementary Learning Center Operating Agreement with OneWorld Community Health Centers, Inc. to include a parenting skills class in the ELC program, provide supplemental funds, and purchase necessary equipment, as set forth in the document entitled Addendum to Elementary Learning Center Operating Agreement, and appropriate \$20,000.00 in funds from the Elementary Learning Centers Budget for FY 2011/2012 in order to supplement the appropriation of \$325,000.00 approved on December 15, 2011.

b) Elementary Learning Center Location

Action Item: Upon recommendation of Achievement Subcouncil #5, approve sublease with OneWorld Community Health Centers, Inc. to locate the Subcouncil #5 Elementary Learning Center at 5211 South 31st Street, Omaha, Nebraska, as set forth in the document entitled Sublease Agreement, and appropriate \$11,177.25 in funds from the Capital Projects Fund for FY 2011/2012.

12. New Business

a) Communications Plan

Action Item: Upon recommendation of Budget, Finance & Audit Subcommittee, contract with Carroll Communications, Inc. to develop a communications plan for the Learning Community of Douglas and Sarpy Counties, as set forth in the document entitled Service Agreement, and appropriate \$47,000.00 in funds – \$30,000.00 from the General Administration Budget and \$17,000.00 from the ELC Operating Budget for FY 2011/2012.

13. Unfinished Business

a) Member School Districts

b) *Sarpy County Farm Bureau* Litigation

14. Achievement Subcouncil Reports

15. Next Council Meeting

February 16, 2012, 6:00 p.m., Thompson Center at UNO, 6705 Dodge Street, Omaha, NE 68182

16. Adjournment

UPCOMING LEARNING COMMUNITY EVENTS:

Advisory Committee –	To Be Determined
LC Coordinating Council –	February 16, 2012, 6:00 p.m. UNO Thompson Center, 6705 Dodge Street, Omaha, NE
Subcouncil #1 –	January 25, 2012, 10:00 a.m. Saddlebrook Elementary, 14850 Laurel Avenue, Omaha, NE
	February 29, 2012, 10:00 a.m. Alice Buffett Middle School, 14101 Larimore Avenue, Omaha, NE
	April 25, 2012, 10:00 a.m. Catlin Elementary, 12736 Marinda Street, Omaha, NE

- Subcouncil #2 – February 9, 2012, 1:30 p.m.
Location To Be Determined
- Subcouncil #3 – January 25, 2012, 4:00 p.m.
Westside Early Childhood Center, Room W2, Underwood Hills, 9030 Western Avenue, Omaha, NE
- April 25, 2012, 4:00 p.m.
Westside Early Childhood Center, Room W2, Underwood Hills, 9030 Western Avenue, Omaha, NE
- Subcouncil #4 – February 9, 2012, 10:00 a.m.
Millard Public Schools Central Office, 5606 South 147th Street
- Subcouncil #5 – February 7, 2012, 9:00 a.m.
Bellevue Welcome Center, 1600 Highway 370, Bellevue, NE
- Subcouncil #6 – To Be Determined

HANDOUTS TO ACCOMPANY THIS AGENDA ARE AS FOLLOWS:

- Agenda Item 4 – LCCC Minutes dated January 3, 2012
- Agenda Item 5 (b) – Treasurer’s Report dated December 31, 2011
- Agenda Item 6 – Officer Election Procedures
- Agenda Item 10 – RFP Calendar
- Agenda Item 11 (a) – OneWorld Contract Addendum and Term Sheet
- Agenda Item 11 (b) – OneWorld Sublease and Term Sheet
- Agenda Item 12 (a) – Carroll Communications Contract

LEARNING COMMUNITY OF DOUGLAS AND SАРY COUNTIES

LEARNING COMMUNITY COORDINATING COUNCIL

January 3, 2012

A special meeting of the Coordinating Council of the Learning Community of Douglas and Sarpy Counties was held on January 3, 2012, at the Thompson Center at UNO, 6705 Dodge Street, Omaha, Nebraska 68182. Notice of the meeting, containing the date, time, place, and agenda, was given in advance thereof by publication in the Daily Record on December 27, 2011. Notice of the meeting was also given in advance by publication in the Bellevue Leader, Douglas County Post Gazette, El Perico, Gretna Guide, Ralston Recorder, Omaha Star, and Papillion Times between December 27, 2011 and December 30, 2011. 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 December 19, 2011.

1. **Call Meeting to Order.** The meeting was convened and called to order by Chair Kolowski at 6:00 p.m.

2. **Public Notice & Compliance with Open Meetings Act.** Chair Kolowski announced that the Nebraska Open Meetings Act was posted at the entrance to the room and that copies of materials being reviewed by the Council were available to the public.

3. **Roll Call.**

Voting Members Present: Anderson, Avery, Bradley, Chambers, Chang, Hartnett, Heidel, Jacobson, Jensen, Kelly, Pedersen, Kolowski.

Voting Members Excused Long, Synowiecki

Voting Members Absent: Carter, Gray, Pate, Wolford

Nonvoting Members Present: Lutz

Nonvoting Members Excused:

Nonvoting Members Absent: Grimm

Staff Present: Stilwill, Benzel, Gabrial, Franklin

Also present were: Kurth Brashear of Brashear LLP, Kent Rogert, Lobbyist

4. **Approval of Minutes.** Chair Kolowski presented the minutes from the December 15, 2011 meeting of the Council. Motion made by Mr. Hartnett, seconded by Ms. Bradley, to approve the minutes of the Council meeting held on December 15, 2011. Yeas: Anderson, Avery, Bradley, Chambers, Chang, Hartnett, Heidel, Jacobson, Jensen, Kelly, Pedersen, Kolowski. Nays: None. **Motion carried.**

5. **Subcouncil #5 Elementary Learning Center**

a) Elementary Learning Center Site. Motion by Mr. Hartnett, seconded by Ms. Chang, upon recommendation of Achievement Subcouncil #5, authorize and direct the Chief Executive Officer or his designee to enter into negotiations to acquire real property and to arrange for the preparation and drafting of documents necessary to effect said acquisition, the negotiated terms and conditions being subject to and conditioned upon further Council

approval. Yeas: Anderson, Avery, Bradley, Chambers, Chang, Hartnett, Heidel, Jacobson, Jensen, Kelly, Pedersen, Kolowski. Nays: None. **Motion carried.**

6. **Legislation & Policy Subcommittee.** Motion by Mr. Chambers, seconded by Mr. Pedersen, upon recommendation of the Legislation and Policy Subcommittee, to authorize the drafting of legislation to move the date for the December 1 report to the Education Committee to January 15 or later and to eliminate the requirement that the Learning Community work with our ESUs to establish grade level standards and assessment for kindergarten through third grade.

7. **Next Council Meeting.** January 19, 2012, 6:00 p.m., UNO Thompson Center, 6705 Dodge Street, Omaha, NE 68182

8. **Adjournment.** Chair Kolowski declared the meeting adjourned at 6:12 p.m.

Mike Avery, Secretary

LEARNING COMM OF DOUGLAS SARPY COUNTY

Treasurer's Report

December 31, 2012

Trans Description	Credit Amt	Date	Reference
Principal Financial Retirement	\$ 281.00	12/1/11	ACH
Principal Financial Group-Flex	\$ 20.00	12/7/11	ACH
Principal Financial Group-Flex	\$ 18.00	12/9/11	ACH
PAYCHEX	\$ 104.10	12/12/11	ACH
RDG Planning & Design	\$ 5,320.50	12/15/11	1072
EDUCATIONAL SERVICE UNIT #3	\$ 1,233.32	12/15/11	1848
PLIC- SBD GRAND ISLAND	\$ 293.01	12/15/11	1849
EDUCATIONAL SERVICE UNIT #3	\$ 219.90	12/15/11	1850
All Makes Office Equipment Co.	\$ 262.50	12/15/11	1851
MIDWEST SOUND & LIGHTING INC	\$ 550.00	12/15/11	1852
The Thompson Center at UNO	\$ 467.50	12/15/11	1853
COX CABLE	\$ 492.54	12/15/11	1854
KONICA MINOLTA BUSINESS SOLUTI	\$ 421.32	12/15/11	1855
PAY-LESS OFFICE PRODUCTS, INC.	\$ 51.52	12/15/11	1856
Brandeis Catering	\$ 75.00	12/15/11	1857
DOUGLAS COUNTY POST GAZETTER	\$ 13.22	12/15/11	1858
DAILY RECORD	\$ 81.70	12/15/11	1859
The Omaha Star, Inc.	\$ 216.00	12/15/11	1860
Madison National Life	\$ 312.52	12/15/11	1861
Nebraska Association of School	\$ 197.00	12/15/11	1862
PDK International	\$ 95.00	12/15/11	1863
John Synowiecki	\$ 64.26	12/15/11	1864
KENT ROBERT	\$ 2,000.00	12/15/11	1865
Bert Jackson	\$ 6,613.60	12/15/11	1866
Richard L Schoonover	\$ 3,441.20	12/15/11	1867
BRASHEAR LLP	\$ 8,929.56	12/15/11	1868
FedEx Kinkos	\$ 1,021.50	12/15/11	1869
Metro Leasing Co	\$ 264.62	12/15/11	ACH
Base Flex Account	\$ 1,600.00	12/15/11	ACH
Paychex deduction for direct deposits	\$ 22,795.11	12/15/11	Dec P/R - DD & Chks
Paychex deduction for payroll taxes	\$ 10,142.39	12/15/11	Dec P/R - DD & Chks
Principal Financial Retirement	\$ 270.62	12/19/11	ACH
Principal Financial Retirement	\$ 862.50	12/27/11	ACH
Principal Financial Group-Flex	\$ 78.00	12/28/11	ACH
Communities in Schools of Nebr	\$ 17,878.66	12/29/11	1073
Lutheran Family Services	\$ 50,000.00	12/29/11	1074
Total December Expenditures	\$ 136,687.67		

Officer Election Procedures

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

Nominations will be open and can be made either by the candidate or another member after being recognized by the chair. The candidate or other member will be allowed to address the Council for up to two minutes. Only one person may speak on behalf of the candidate. There will be three calls for additional nominations, and after three calls, no additional nominations from the floor will be accepted.

Following the last candidate, the election official will appoint two tellers from those Council members not nominated to assist in the casting and tabulation of ballots. The tellers will first distribute paper for voting members to legibly write their choice of candidate. There shall be no proxy voting. The voting members will fold their ballot prior to delivering it to a teller. The tellers will deliver the ballots to the official and will assist in tallying the ballots.

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

If more than three candidates are nominated, those candidates receiving fewer votes than the three candidates with the most votes, will be eliminated. If three or fewer candidates are nominated, the candidate receiving the fewest number of votes shall be eliminated.

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

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

Elections will be conducted in the following order: Chair, Vice Chair, Secretary, Treasurer.

At the conclusion of the election for Treasurer, the newly elected officers shall assume office.

RFP Calendar 2012 - 2013

	January	February	March	April
BFA Task Force				
Determine estimated RFP budget for 2012/2013 fiscal year	17-Jan			
ELC Task Force				
Determine estimated RFP allocation per Subcouncil		1-Feb		
Subcouncils 2 & 5				
Determine estimated hubsite budget from subcouncil allocation & review any RFP specifics		Before Feb 15		
LC Coordinating Council				
Approve estimated RFP allocations		16-Feb		
LC Administration				
Release RFP's for all Subcouncils			1-Mar	
Host RFP Q & A			6-Mar	
Subcouncils				
Approve Proposals				Week of April 9
LC Coordinating Council				
Approve Proposals				19-Apr

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ONEWORLD COMMUNITY HEALTH CENTERS, INC.

ADDENDUM TO ELEMENTARY LEARNING CENTER OPERATING AGREEMENT

THIS ADDENDUM (“Addendum”) dated as of January 20, 2012 (“Effective Date”) is made and entered into by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”), and **OneWorld Community Health Centers, Inc.**, a Nebraska nonprofit corporation (“Operator”).

WHEREAS, Learning Community and Operator entered into that certain Elementary Learning Center Operating Agreement dated as of December 16, 2011 (“Agreement”) with regard to the provision of services and the conduct of operations at the Elementary Learning Center established in Subcouncil District Five (“ELC Five”); and

WHEREAS, Father Flanagan’s Boys’ Home, d/b/a Boys Town (“Boys Town”), had, prior to Learning Community and Operator entering into the Agreement, submitted a proposal to Learning Community for the operation of ELC Five which included offering a parenting skills program; and

WHEREAS, Learning Community has determined that a parenting skills program should be offered at ELC Five and wants the program proposed by Boys Town to be considered for same; and

WHEREAS, Operator is willing to include a parenting skills program in the agreed upon programming at ELC Five and to engage Boys Town to offer said program contingent upon payment of the Supplemental Amount, as hereinafter defined, to reflect the additional cost necessitated by such inclusion; and

WHEREAS, Operator has determined that certain furnishings, equipment, and computer and telephone hardware and accessories are required to operate ELC Five in accordance with the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Learning Community and Operator hereby agree as follows:

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

2. Potential Contradiction. Notwithstanding any provision contained in the Agreement to the contrary, it is hereby agreed by the parties hereto that this Addendum amends, supplements and supersedes any such contradictory provisions of the Agreement to the extent applicable. It is not the intent of the parties to alter or amend any rights or obligations of either party with respect to any matter not set out herein or not contradictory to the provisions set out herein.

3. Definition of Program. The parties hereto agree that, except as otherwise modified herein, the definition of “Design Plan,” as set forth in Section 2.a of the Agreement, is hereby amended to include the parenting skills program set forth in Section 4 of this Addendum.

4. Supplemental Program. Operator shall engage Boys Town to undertake and conduct a parenting skills program at ELC Five which complies with the program description set forth in Exhibit “A,” attached hereto and by this reference specifically incorporated herein (the “Supplemental Program”).

5. Supplemental Amount. The Learning Community shall pay Operator \$20,000.00 (“Supplemental Amount”) to offer the Supplemental Program at ELC Five.

6. Budget; Term Amount; Payment.

a. The parties hereto agree that the amended Program budget, a copy of which is marked as Exhibit “B,” attached hereto, and by this reference specifically incorporated herein, (“Amended Program Budget”) hereby amends, replaces and supersedes that certain Program budget attached to the Agreement as Exhibit “B” thereto.

b. The parties hereto agree that the Term Amount, as identified and defined in Section 4 of the Agreement, is hereby amended to an amount not to exceed \$345,000.00 (“Amended Term Amount”) during the Program Term for expenses actually incurred by Operator related to the Program in accordance with the Amended Program Budget. References in the Agreement to Term Amount shall mean Amended Term Amount.

c. During the Program Term, Learning Community shall pay \$37,500.00 per month for services performed by Operator directly related to the Program.

7. Furniture, Equipment; Ownership. In order to operate ELC Five, Operator has determined that it must purchase certain furniture, telephone hardware, and computer hardware, software and peripheral equipment. The cost of such furniture and equipment, identified under the caption “Minor Equipment” in the Amended Program Budget, shall be paid from the Amended Term Amount; provided, however, that the total cost of same shall not exceed \$45,721.00. Learning Community hereby authorizes Operator and grants a limited agency to Operator to order said furniture and equipment on behalf of and in the name of **Learning Community of Douglas and Sarpy Counties**, the invoices for which shall be submitted directly to Operator by the applicable vendor(s) for payment by Operator from the Amended Term Amount. Operator expressly acknowledges and agrees that, notwithstanding the use of said furniture and equipment in the operation of ELC Five, Learning Community shall hold all title to and have ownership of all furniture and equipment purchased with Amended Term Amount funds and Operator affirmatively acknowledges and agrees that it

shall have no right, title or interest in or to any and all furniture and equipment identified in the Amended Program Budget and purchased with Amended Term Amount funds and specifically disclaims any and all such claims of ownership therein or interests thereto.

8. Effect of Addendum. Except as modified herein, the terms and provisions of the Agreement as executed shall remain in full force and effect. This Addendum shall be binding on the successors and assigns of the parties hereto.

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: _____
Frederick M. Stilwill
Chief Executive Officer

Date: _____

ONEWORLD COMMUNITY HEALTH CENTERS, INC., a Nebraska nonprofit corporation

By: _____
Andrea Skolkin
Chief Executive Officer

Date: _____

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ONEWORLD COMMUNITY HEALTH CENTERS, INC.

ADDENDUM TO ELEMENTARY LEARNING CENTER OPERATING AGREEMENT

Exhibit "A"

Parenting Skills Program Description

Boys Town shall develop, in consultation with Operator, and implement a parenting skills program based on and tailored to address the specific needs of parents within Subcouncil District Five as identified by Operator and Learning Community. Boys Town will designate a management staff member to serve on an advisory board and work with the ELC Five Program Director in developing the components of the parenting skills program.

It is anticipated that the parenting skills program will, if and as appropriate, incorporate elements and components of Boys Town's *Common Sense Parenting*®, a practical, skill-based parenting program, into the parenting skills program design in order to address issues of communication, discipline, decision making, relationships, self-control and school success.

Parenting skills program components may include instruction, videotape modeling, role-playing, feedback and review. Professionally trained parent trainers will teach the parenting skills program courses and provide instruction, consultation and support.

The parenting skills program will be designed to teach parents valuable skills, including how to:

- Communicate effectively
- Avoid power struggles
- Give positive attention
- Control parental emotions
- Balance discipline with affection
- Build good behavior
- Foster more engaged and caring parenting

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ONEWORLD COMMUNITY HEALTH CENTERS, INC.

ADDENDUM TO ELEMENTARY LEARNING CENTER OPERATING AGREEMENT

Exhibit "B"

Amended Program Budget

Learning Community
Line Item Budget
January 1, 2012 - August 31, 2012

OneWorld

Object Class Categories	Year 1 Budget
Personnel	
Program Manager - 1 fte (\$60,000/12 x 7 months)	35,000
Navigator - 1 fte (\$40,000/12 x 7 months)	23,333
Navigator - 1 fte (\$40,000/12 x 7 months)	23,333
Receptionist - 1 fte (\$20,800/12/6 months)	10,040
Computer Support Staff - .1 fte (\$50,000/12 x 7 months)	2,917
Total Personnel	94,623
Fringe Benefits	
FICA @ 7.65% of salaries	7,239
Health/Life/Disability/401K @ 12% of salaries	11,355
Workman Comp Insurance/Unemployment @ 1% of salaries	946
Total Benefits	19,540
Oversight	
OneWorld Oversight (flat fee for year one)	36,000
Total Oversight	36,000
Travel	
Local Travel (3 staff x 180 miles/mo x 7 mo x \$.555 per mile)	2,098
Total Travel	2,098
Contractual	
Instructional Team - Boys Town Parenting	20,000
Instructional Team - ELL, GED, Other	72,534
Total Contractual	92,534
Minor Equipment	
Computers for Employees (4 PC's x \$1,200 each)	4,800
Computers for Parents (8 PC's x \$1,200 each)	9,600
Furniture	6,691
Phone system	4,000
Misc	4,930
Routers and wires, other technology	5,000
Copier	5,000
Printers for staff (4 x \$300)	1,200
Laptops for staff (3 x \$1,000)	3,000
Projector	1,500
Minor Equipment	45,721
Other	
Training (3 persons x \$1,000)	3,000
Meeting & Conferences	7,500
Telephone (3 persons x \$120 per month x 7 months)	2,520
Cell Phones (3 phone x \$200 x 70 per month)	2,070
Office Supplies	5,694
Cleaning	3,500
Internet Connectivity (12 persons x \$50 x 7 months--inc. connection for classes)	4,800
Printing/Toners	7,000
Postage	5,000
OW insurance cost increase	3,400
Software Data Systems	10,000
Total Other	54,484
Total Budget	345,000

**SUBCOUNCIL FIVE ELEMENTARY LEARNING CENTER OPERATING AGREEMENT
ADDENDUM TERM SHEET**

Contract Party	OneWorld Community Health Centers, Inc. (Operator)
Effective Date	January 20, 2012
Purpose	Addendum to existing Elementary Learning Center Operating Agreement.
Duties of Contract Party	Operator will incorporate a parenting skills program into ELC Five Program Design and contract with Boys Town to provide parenting skills program.
Funding Effect	Provides up to \$20,000 in supplemental funding, increasing total ELC Five Operating Budget to \$345,000.
Purchase Ownership	Furniture, telephone and computer equipment purchased for ELC Five will be owned by Learning Community.

Provisions of Elementary Learning Center Operating Agreement not expressly modified, amended or superseded by Addendum remain in effect.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ONEWORLD COMMUNITY HEALTH CENTERS, INC.

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease" or "Agreement") is made and entered into by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision ("Sublessee") and **OneWorld Community Health Centers, Inc.**, a Nebraska nonprofit corporation ("Sublessor").

PRELIMINARY STATEMENTS

A. Sublessor is the operator of the Elementary Learning Center of Sublessee located in Subcouncil District Five ("ELC Five").

B. Sublessor is the lessee under a certain Lease dated _____, 2012 (the "Lease") by and between Sublessor and Catholic Charities of the Archdiocese of Omaha Inc. ("Lessor" or "Landlord"). Sublessee acknowledges receiving and reviewing the Lease and acknowledges this Sublease is subject to all terms of the Lease. Capitalized terms which are not otherwise defined in this Sublease shall have the meaning ascribed to them in the Lease.

C. Sublessee desires to sublease from Sublessor the Demised Premises (approximately 2,129 square feet) situated within the SONA building located at 5211 South 31st Street, Omaha, Douglas County, Nebraska (the "Subleased Premises") as a temporary location for ELC Five from which Sublessor can operate said elementary learning center.

D. The parties hereto desire to enter into this Sublease to define their rights, duties and obligations relating to the Subleased Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the terms and conditions set forth herein, the parties hereto agree as follows:

1. Subleased Premises. Sublessor hereby subleases to Sublessee, and Sublessee hereby subleases from Sublessor for the Term (as defined below), at the rental and upon all of the conditions and covenants set forth herein, the Subleased Premises, which is comprised of that certain space highlighted on Exhibit "A" attached hereto and by this reference specifically incorporated herein. Sublessee acknowledges it has had the opportunity to inspect the Subleased Premises and such premises are subleased to and hereby accepted by Sublessee on an AS IS basis with all faults. Sublessee acknowledges that no representation as to the condition or repair of the Subleased Premises has been made by or on behalf of the Sublessor, and likewise acknowledges that, except as set forth in Exhibit "A," no agreement or promise to decorate, alter, repair or improve the Subleased Premises, either before or after the execution hereof, has been made by or on behalf of

Sublessor. Upon the expiration or termination of this Sublease, Sublessee shall deliver the Subleased Premises (excluding Sublessee's furniture, equipment and fixtures) to Sublessor.

2. Term. The term of this Sublease shall be as follows (the "Term"):

a. The Effective Date of this Sublease shall be February 1, 2012, which date shall be the date for the commencement of the Term of this Sublease.

b. This Sublease shall expire on the earlier to occur of August 31, 2012 or upon termination for any reason of the Lease or Sublessor's lease of any portion of the Subleased Premises.

3. Rent. During the Term, rent shall be paid by Sublessee in monthly installments of One Thousand Five Hundred Ninety-Six Dollars and Seventy-Five Cents (\$1,596.75) which installments shall be due on the due on the 1st day of each month and delinquent on the 10th day of each month.

4. Additional Services. Sublessor shall arrange and provide janitorial services and maintenance supplies for the Subleased Premises at its sole cost and expense.

5. Use of Subleased Premises. The Subleased Premises shall be used by Sublessee to provide a temporary location from which Sublessor will operate ELC Five, including the administration thereof and related uses, pursuant to that certain Elementary Learning Center Operating Agreement by and between Sublessee and Sublessor dated December 16, 2011 ("Operating Agreement"). Sublessee shall comply with all applicable laws governing the use of the Subleased Premises and shall not intentionally cause Sublessor to fail to comply with all terms and provisions of the Lease, which through this reference shall be deemed to be incorporated herein. Sublessor does not assume any obligations of, and is not responsible or liable for the acts or omissions of, Lessor under the Lease or otherwise. In the event of any conflict between the Sublease and the Lease, the Sublease shall control. Except where a contrary intent is expressed in this Sublease or where a Lease term is modified or made not applicable by this Sublease, references in the Lease to: (a) Demised Premises shall mean Subleased Premises, (b) Lessor shall mean Sublessor, and (c) Lessee shall mean Sublessee.

6. No Lease Obligations. Except as expressly set out in this Sublease, Sublessee does not assume any obligations of, and is not responsible or liable for the acts or omissions of, Sublessor under the Lease.

7. Potential Contradiction Notwithstanding any provision contained in the Operating Agreement to the contrary, it is hereby agreed by the parties hereto that this Sublease amends and supplements, but does not supersede, the terms and provisions of the Operating Agreement to the extent applicable. It is not the intent of the parties to alter or amend any rights, duties, warranties, representations or obligations of either party with respect to any matter not expressly set out herein or not contradictory to the provisions set out herein.

8. Default; Remedy.

a. Default. A material default shall occur upon a failure by Sublessee to pay rent to Sublessor pursuant to Section 3 hereinabove, which such failure shall continue for a period of twenty (20) days after written notice thereof from Sublessor to Sublessee.

b. Remedy. In the event of any such material default by Sublessee, Sublessor may at any time thereafter, with or without notice or demand and without limiting Sublessor in the exercise of any right or remedy which Sublessor may have by reason of such default or breach, terminate Sublessee's right to possession of the Subleased Premises by any lawful means, in which case Sublessee shall immediately surrender possession of the Subleased Premises to Sublessor.

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

If to Sublessee: Frederick M. Stilwill
Chief Executive Officer
Learning Community of Douglas and Sarpy Counties
6949 South 110th Street
Omaha, Nebraska 68128-5722

If to Sublessor: Andrea Skolkin
Chief Executive Officer
OneWorld Community Health Centers, Inc.
4920 South 30th Street
Omaha, Nebraska 68107

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

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

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

12. Amendment. This Sublease may only be amended or modified by written agreement of all parties.

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: _____
Frederick M. Stilwill
Chief Executive Officer

Date: _____

ONEWORLD COMMUNITY HEALTH CENTERS, INC., a Nebraska nonprofit corporation

By: _____
Andrea Skolkin
Chief Executive Officer

Date: _____

CONSENT BY LESSOR

Catholic Charities of the Archdiocese of Omaha, Inc., as Lessor of the Lease referred to above, hereby consents to the foregoing Sublease from OneWorld Community Health Centers, Inc. to Learning Community of Douglas and Sarpy Counties.

IN WITNESS WHEREOF, the undersigned Lessor has executed this Consent by Lessor dated and effective as of February 1, 2012.

CATHOLIC CHARITIES OF THE ARCHDIOCESE OF OMAHA, INC.

By: _____
John Griffith, Executive Director

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ONEWORLD COMMUNITY HEALTH CENTERS, INC.

SUBLEASE AGREEMENT

Exhibit "A"

Subleased Premises

SUBCOUNCIL FIVE ELEMENTARY LEARNING CENTER SUBLEASE TERM SHEET

Sublessee	Learning Community of Douglas and Sarpy Counties
Sublessor	OneWorld Community Health Centers, Inc.
Term	February 1, 2012 through August 31, 2012.
Premises	2129 square feet (sq ft) of space located at 5211 South 31 st Street, Omaha, Nebraska
Rent	\$1,596.75 per month (\$9.00/sq ft). Monthly due on the 1 st day of each month
Use of Premises	Temporary Location of Subcouncil Five Elementary Learning Center operated by Sublessor on behalf of Learning Community.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

CARROLL COMMUNICATIONS, INC.

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (“Agreement”) is entered into as of January 20, 2012 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”), and **Carroll Communications, Inc.**, a Nebraska corporation (“Carroll”).

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

1. Statement of Work. Learning Community desires to have Carroll undertake the formulation, development and initial implementation of a strategic communications plan, as more specifically set forth in the Statement of Work marked as Exhibit “A,” attached hereto and by this reference specifically incorporated herein (the “Project”).

2. Scope of Project.

a. Subject to the terms and conditions set forth in this Agreement, in furtherance of the Project, Learning Community shall provide to Carroll such documents and information as are mutually determined to be necessary for the Project; provided, however, that no document or information shall be provided to Carroll by Learning Community which are prohibited from such disclosure under federal, state or local laws or ordinances.

b. Carroll covenants and agrees to perform all work for the Project under the supervision of Learning Community, in conformance with the policies and practices of Learning Community.

3. Performance Period. Carroll will commence work on the Project on January 20, 2012 and will conclude work on the Project on or before August 31, 2012 (“Project Term”), which date may be extended by mutual written agreement of Learning Community and Carroll. Notwithstanding the foregoing, no party to this Agreement shall hold another responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of said party.

4. Payment & Billing. Subject to the terms and conditions set forth in this Agreement, Carroll shall be paid an amount not to exceed \$47,000.00 (“Project Amount”) by Learning Community for all services performed by Carroll related to the Project in accordance with the budget included in the Statement of Work. Payment shall be made to Carroll as follows:

a. Within seven (7) days of this Agreement being executed by Learning Community, Learning Community shall make an initial payment of \$23,500.00 to Carroll ("Initial Payment"). From the Initial Payment, Carroll shall only pay expenses actually incurred that are directly related to the Project.

b. During the Project Term, Carroll shall submit to Learning Community on or before the fifteenth (15th) day of each month, commencing on February 15, 2012 and concluding on August 15, 2012, an itemized invoice for Project services provided during the immediately preceding month, which invoice shall set forth the aggregate project costs and an itemized listing of direct expenses actually incurred by Carroll and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. The Learning Community shall, after reasonable review and approval of the invoice: i) until the Initial Payment has been fully applied, apply the Initial Payment against the amount due and owing; and ii) for invoices submitted once the Initial Payment has been fully applied, pay to Carroll, within 15 days of receipt thereof, the amount of said invoice due and owing to Carroll; provided, however, that the total amount paid by Learning Community to Carroll shall not exceed the Project Amount.

c. At the conclusion of the Project, Carroll shall submit to Learning Community an itemized invoice for Project services provided during August 2012, which invoice shall set forth the aggregate project costs and an itemized listing of direct expenses actually incurred by Carroll and shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice. Learning Community shall, after reasonable review and approval of the invoice, pay to Carroll, within 15 days of receipt thereof, the amount of said invoice due and owing to Carroll, if any, pursuant to this Agreement after application of the Initial Payment and any payments made by Learning Community pursuant to Section 4.b; provided, however, that the total amount paid by Learning Community to Carroll shall not exceed the Project Amount.

d. The amount(s) to be paid by Learning Community as provided under this Section 4 shall constitute the entire consideration to be paid by Learning Community to Carroll for the Project. Learning Community shall not be liable for any further costs, including, but not limited to, overhead, social security, pension, employment compensation, taxes, or any other expenses, incurred by Carroll in the performance of the services related to the Project.

e. Carroll shall be solely and exclusively responsible for any and all payments for services related to the Project, including any and all services provided by any third party, contracted by Carroll in furtherance of the Project. Except as set forth in Sections 4.a, 4.b and 4.c, Learning Community shall not be responsible for any payment for services related to the Project and in no event shall be responsible for any payment to any third party contracted by Carroll for services provided in furtherance of the Project; provided, however, that Learning Community shall be responsible for any services related to the Project for which it directly contracts with a third party. Carroll acknowledges and agrees that Carroll shall be solely responsible

for the total amount of expenses actually incurred, other than those, if any, for which the Learning Community directly contracts pursuant to this subsection, which exceed, if any, the Project Amount.

f. Learning Community funds may not be used by Carroll 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.

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

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

5. Termination. Performance under this Agreement may be terminated by either Learning Community or Carroll upon 15 days prior written notice to the other party; provided, however, that performance may be terminated with immediate effect by Learning Community upon delivery of written notice to Carroll if Learning Community reasonably determines that Carroll is in breach or violation of this Agreement.

6. Independent Contractor. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, it being understood and agreed that no provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of independent contractors. No party to this Agreement shall have authority to bind another party to this Agreement.

7. Indemnification. Each party ("Indemnifying Party") covenants and agrees to indemnify and hold harmless the other party, its Council members, directors, officers, consultants, agents and employees, and their successors and assigns, individually or collectively, (collectively, the "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 the Indemnifying Party in the conduct of its duties and obligations as specified in this Agreement and further agrees to pay all expenses in defending against any such claims made against the Indemnified Parties; provided, however, that the Indemnifying Party shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Indemnified Parties.

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

If to Learning Community: Frederick M. Stilwill
Chief Executive Officer
Learning Community of Douglas and Sarpy Counties
6949 South 110th Street
Omaha, Nebraska 68128-5722

If to Carroll: Loretta Carroll
President
Carroll Communications, Inc.
7829 Wakeley Plaza
Omaha, Nebraska 68114

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

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

10. Compliance with Laws. The parties hereto shall comply with all applicable federal, state and local laws and ordinances applicable to the Project, including, but not limited to, Neb. Rev. Stat. § 84-712 to 84-712.09.

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

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

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

14. Ownership of Materials. All original documents, illustrations, charts, graphs, maps, reproducible drawings, reports and other materials developed by Carroll as a result of the performance of its services under this Agreement shall remain the exclusive property of Learning Community.

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

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

17. Entire Agreement. Except as otherwise provided in this Agreement, this Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes and revokes any and all prior or existing agreements, written or oral, relating to the subject matter hereof, and this Agreement shall be solely determinative of the subject matter hereof.

18. Amendment. This Agreement may only be amended or modified by written agreement of Carroll and Learning Community.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first above written.

Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision

Frederick M. Stilwill
Chief Executive Officer

Carroll Communications, Inc., a Nebraska corporation

Loretta Carroll
President

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

CARROLL COMMUNICATIONS, INC.

SERVICE AGREEMENT

Exhibit "A"

Statement of Work

Learning Community of Douglas and Sarpy Counties
Carroll Communications (CC) Scope of Services
Jan. 11, 2012

Dates of Service: Jan. 20, 2012 – Aug. 31, 2012.

Professional Fees and Services for Communications Consulting and Support Services: \$47,000

Billing: As agreed*

* Specific projects within the communications plan to be estimated for client approval. CC will not start work without specific authorization.

Communications Planning & Strategy

Includes a communications audit, review of available research, supplemental online surveys, focus groups and interviews, as needed. CC will collaborate with the Learning Community to develop a strategic Communications Plan. The plan will include an annual calendar for scheduled communications, message development, templates for regular communications, development of a communications database and targeted strategies to achieve organizational goals.

Issues Management & Advocacy

CC will collaborate with the Learning Community to establish communications policies to proactively manage communications on ongoing issues. CC services include suggested guidelines for roles, responsibilities and standard practices.

Media Relations

CC professional services includes media monitoring, tracking and evaluation; media materials as needed including releases, alerts and advisories; media distribution and personal follow-up, related story placement and coordination of media interviews. The CC team handles on-site media management for press events/announcements, as well as key messages for all involved.

Community Relationships

CC will actively engage in outreach with community partners, school district personnel, social service liaisons, civic and business leaders to establish systematic and informative communications.

Website Consulting and Management

CC will supervise and manage web providers, guide further web expansion and prepare web related announcements and news for posting on a monthly basis.*

*CC services do not include website development or design.

E-Communications

Specifics to be determined in collaboration with the Learning Community management and Council membership. CC to handle development, distribution, copywriting, review and revisions. *

*E-communication accounts will be owned by the Learning Community and may require nominal monthly fees to bill directly to the Learning Community.

Collateral Materials

CC will develop and distribute materials outlined in the communications plan. In addition to media materials, CC anticipates preparation of an annual report and partner communications briefs for third party publication. Responsibilities include all copywriting, review and revisions. *

*On-site photography and printing to be estimated as needed.