Form 1023 Checklist

(Revised June 2006)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

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Note. *Retain a copy of the completed Form 1023 in your permanent records. Refer to the* General Instructions *regarding Public Inspection of approved applications.*

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

☑ Assemble the application and materials in this order:

- Form 1023 Checklist
- Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
- Form 8821, *Tax Information Authorization* (if filing)
- Expedite request (if requesting)
- Application (Form 1023 and Schedules A through H, as required)
- Articles of organization
- Amendments to articles of organization in chronological order
- Bylaws or other rules of operation and amendments
- Documentation of nondiscriminatory policy for schools, as required by Schedule B
- Form 5768, Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation (if filing)
- All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.

☑ User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.

☑ Employer Identification Number (EIN)

☑ Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.

- You must provide specific details about your past, present, and planned activities.
- Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
- Describe your purposes and proposed activities in specific easily understood terms.
- Financial information should correspond with proposed activities.

☑ Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.

Schedule A	Yes ___	No ✓	Schedule E	Yes ___	No ✓
Schedule B	Yes ___	No ✓	Schedule F	Yes ___	No ✓
Schedule C	Yes ___	No ✓	Schedule G	Yes ___	No ✓
Schedule D	Yes ___	No ✓	Schedule H	Yes ___	No ✓

- [x] An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
  - Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) **1, II, 2**
  - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law **2, IV, 2**
- [x] Signature of an officer, director, trustee, or other official who is authorized to sign the application.
  - Signature at Part XI of Form 1023.
- [x] Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
P.O. Box 192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
201 West Rivercenter Blvd.
Attn: Extracting Stop 312
Covington, KY 41011

Form **1023**
(Rev. June 2006)
Department of the Treasury
Internal Revenue Service

Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code

OMB No. 1545-0056

Note: *If exempt status is approved, this application will be open for public inspection.*

Use the instructions to complete this application and for a definition of all ***bold*** *items.* For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at **www.irs.gov** for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your **organizing document**) **Learning Unlimited, Inc.**		2 c/o Name (if applicable) **Daniel Zaharopol**
3 **Mailing address** (Number and street) (see instructions) **527 Franklin St.**	Room/Suite	4 Employer Identification Number (EIN) **90-0513935**
City or town, state or country, and ZIP + 4 **Cambridge, MA 02139-2923**		5 Month the annual accounting period ends (01 – 12) **06**
6 Primary contact (officer, director, trustee, or **authorized representative**) a Name: **Daniel Zaharopol**		b Phone: **217-649-1100** c Fax: (optional)

7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, *Power of Attorney and Declaration of Representative,* with your application if you would like us to communicate with your representative. ☐ Yes ☑ No

8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role. ☐ Yes ☑ No

9a Organization's website: **http://www.learningu.org**

b Organization's email: (optional) **info@learningu.org**

10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ. ☐ Yes ☑ No

11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY) **09 / 03 / 2009**

12 Were you formed under the laws of a **foreign country?** If "Yes," state the country. ☐ Yes ☑ No

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. ☑ Yes ☐ No

2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. ☐ Yes ☑ No

3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. ☐ Yes ☑ No

4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. ☐ Yes ☑ No

b Have you been funded? If "No," explain how you are formed without anything of value placed in trust. ☐ Yes ☐ No

5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. ☑ Yes ☐ No

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): **Article II, Paragraph 2, Page 1** ☑

2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☑

2b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. **Article IV, Paragraph 2, Page 2**

2c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ☐

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past, present,* and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Michael Shaw	**Director, Chairman of Board**	**721 Menlo Ave., Apt. E** **Menlo Park, CA 94025-4722**	**None**
Yalu Wu	**Director**	**351 Harvard St. #1A** **Cambridge, MA 02138**	**None**
Anya Thetford	**Director**	**1442 E. 59th Street** **Chicago, IL 60637**	**None**
John Zamfirescu-Periera	**Director, Vice-Chairman**	**5620 Broadway** **Oakland, CA 94618**	**None**
Catherine Havasi	**Director**	**527 Franklin St.** **Cambridge, MA 02139**	**None**

Part V **Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors** *(Continued)*

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than $50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None			

c List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than $50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

2a Are any of your officers, directors, or trustees **related** to each other through **family** or **business relationships**? If "Yes," identify the individuals and explain the relationship. ☐ **Yes** ☑ **No**

b Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ **Yes** ☑ **No**

c Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☐ **Yes** ☑ **No**

3a For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

b Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☐ **Yes** ☑ **No**

4 In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

a Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☑ **Yes** ☐ **No**

b Do you or will you approve compensation arrangements in advance of paying compensation? ☑ **Yes** ☐ **No**

c Do you or will you document in writing the date and terms of approved compensation arrangements? ☑ **Yes** ☐ **No**

Part V **Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors** *(Continued)*

d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☑ Yes ☐ No

e Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☑ Yes ☐ No

f Do you or will you record in writing both the information on which you relied to base your decision and its source? ☑ Yes ☐ No

g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.

5a Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☑ Yes ☐ No

b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?

c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?

Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.

6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☑ No

b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than $50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☑ No

7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☐ Yes ☑ No

b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ Yes ☑ No

8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☐ Yes ☑ No

b Describe any written or oral arrangements that you made or intend to make.
c Identify with whom you have or will have such arrangements.
d Explain how the terms are or will be negotiated at arm's length.
e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ Yes ☑ No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors *(Continued)*

b Describe any written or oral arrangements you made or intend to make.

c Identify with whom you have or will have such arrangements.

d Explain how the terms are or will be negotiated at arm's length.

e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.

f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present,* and *planned* activities. (See instructions.)

1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. ☑ **Yes** ☐ **No**

b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. ☑ **Yes** ☐ **No**

2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ **Yes** ☑ **No**

3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☐ **Yes** ☑ **No**

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. ☐ **Yes** ☑ **No**

2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ **Yes** ☑ **No**

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present,* and *planned* activities. (See instructions.)

1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. ☐ **Yes** ☑ **No**

2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ **Yes** ☑ **No**

b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☐ **Yes** ☑ **No**

3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. ☐ **Yes** ☑ **No**

b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. ☐ **Yes** ☑ **No**

c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities *(Continued)*

4a Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) ☑ **Yes** ☐ **No**

- ☑ mail solicitations
- ☑ email solicitations
- ☑ personal solicitations
- ☐ vehicle, boat, plane, or similar donations
- ☑ foundation grant solicitations
- ☑ phone solicitations
- ☑ accept donations on your website
- ☑ receive donations from another organization's website
- ☑ government grant solicitations
- ☑ Other

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☑ **Yes** ☐ **No**

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ **Yes** ☑ **No**

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ **Yes** ☑ **No**

5 Are you **affiliated** with a governmental unit? If "Yes," explain. ☐ **Yes** ☑ **No**

6a Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ **Yes** ☑ **No**

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ **Yes** ☑ **No**

b Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ **Yes** ☑ **No**

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ **Yes** ☑ **No**

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ **Yes** ☑ **No**

b Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☐ **Yes** ☑ **No**

Part VIII Your Specific Activities *(Continued)*

11	Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.	☐ **Yes**	☑ **No**
12a	Do you or will you operate in a **foreign country** or **countries?** If "Yes," answer lines 12b through 12d. If "No," go to line 13a.	☐ **Yes**	☑ **No**
b	Name the foreign countries and regions within the countries in which you operate.		
c	Describe your operations in each country and region in which you operate.		
d	Describe how your operations in each country and region further your exempt purposes.		
13a	Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.	☐ **Yes**	☑ **No**
b	Describe how your grants, loans, or other distributions to organizations further your exempt purposes.		
c	Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.	☐ **Yes**	☐ **No**
d	Identify each recipient organization and any **relationship** between you and the recipient organization.		
e	Describe the records you keep with respect to the grants, loans, or other distributions you make.		
f	Describe your selection process, including whether you do any of the following:		
	(i) Do you require an application form? If "Yes," attach a copy of the form.	☐ **Yes**	☐ **No**
	(ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.	☐ **Yes**	☐ **No**
g	Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.		
14a	Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.	☐ **Yes**	☑ **No**
b	Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.		
c	Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.	☐ **Yes**	☐ **No**
d	Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.	☐ **Yes**	☐ **No**
e	Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.	☐ **Yes**	☐ **No**
f	Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.	☐ **Yes**	☐ **No**

Part VIII Your Specific Activities *(Continued)*

15	Do you have a **close connection** with any organizations? If "Yes," explain.	☑ Yes	☐ No
16	Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain.	☐ Yes	☑ No
17	Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain.	☐ Yes	☑ No
18	Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain.	☐ Yes	☑ No
19	Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.	☐ Yes	☑ No
20	Is your main function to provide **hospital** or **medical care**? If "Yes," complete Schedule C.	☐ Yes	☑ No
21	Do you or will you provide **low-income housing** or housing for the **elderly** or **handicapped**? If "Yes," complete Schedule F.	☐ Yes	☑ No
22	Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H.	☐ Yes	☑ No

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			
		(a) From 07/01/10 To 06/30/11	(b) From 9/3/09 To 06/30/10	(c) From 07/01/11 To 06/30/12	(d) From 07/01/12 To 06/30/13	(e) Provide Total for (a) through (d)
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	96659	8494	190000	240000	535153
	2 Membership fees received					
	3 Gross investment income					
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)					
	8 Total of lines 1 through 7	96659	8494	190000	240000	535153
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	1470		9600	12400	23470
	10 Total of lines 8 and 9	98129	8494	199600	252400	558623
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)					
	12 **Unusual grants**					
	13 Total Revenue Add lines 10 through 12	98129	8494	199600	252400	558623
Expenses	14 Fundraising expenses	8000	2010	20000	25000	
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)					
	16 Disbursements to or for the benefit of members (attach an itemized list)	13700	1330	20400	28900	
	17 Compensation of officers, directors, and trustees	39000	4687	40560	42182	
	18 Other salaries and wages			80000	83200	
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)			10000	15000	
	21 Depreciation and depletion					
	22 Professional fees	2500		5000	10000	
	23 Any expense not otherwise classified, such as program services (attach itemized list)	8700	467	15700	18950	
	24 Total Expenses Add lines 14 through 23	71900	8494	191660	223232	

Part IX Financial Data *(Continued)*

B. Balance Sheet (for your most recently completed tax year)		Year End: 06/30 (Whole dollars)
Assets		
1 Cash	1	0
2 Accounts receivable, net	2	0
3 Inventories	3	0
4 Bonds and notes receivable (attach an itemized list)	4	0
5 Corporate stocks (attach an itemized list)	5	0
6 Loans receivable (attach an itemized list)	6	0
7 Other investments (attach an itemized list)	7	0
8 Depreciable and depletable assets (attach an itemized list)	8	0
9 Land	9	0
10 Other assets (attach an itemized list)	10	0
11 Total Assets (add lines 1 through 10)	11	0
Liabilities		
12 Accounts payable	12	0
13 Contributions, gifts, grants, etc. payable	13	0
14 Mortgages and notes payable (attach an itemized list)	14	0
15 Other liabilities (attach an itemized list)	15	0
16 Total Liabilities (add lines 12 through 15)	16	0
Fund Balances or Net Assets		
17 Total fund balances or net assets	17	0
18 Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18	0

19 Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. ☐ Yes ☑ No

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. ☐ Yes ☑ No

b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☐

2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ Yes ☐ No

3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ Yes ☐ No

4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☐ Yes ☐ No

5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.

The organization is not a private foundation because it is:

a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐

b 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B. ☐

c 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐

d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐

Part X Public Charity Status *(Continued)*

e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐

f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐

g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☑

h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐

i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☐

6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.

a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period,* provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at *www.irs.gov* or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☐

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

(Signature of Officer, Director, Trustee, or other authorized official) (Type or print name of signer) (Date)

(Type or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations (Date)

b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐

(i) **(a)** Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. ______

(b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐

(ii) **(a)** For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person.** If the answer is "None," check this box. ☐

(b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) $5,000. If the answer is "None," check this box. ☐

7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ **Yes** ☑ **No**

Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed $10,000 annually over a 4-year period, you must submit payment of $750. If your gross receipts have not exceeded or will not exceed $10,000 annually over a 4-year period, the required user fee payment is $300. See instructions for Part XI, for a definition of **gross receipts** over a 4-year period. Your check or money order must be made payable to the United States Treasury. *User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.*

1 Have your annual gross receipts averaged or are they expected to average not more than $10,000? ☐ **Yes** ☑ **No**
If "Yes," check the box on line 2 and enclose a user fee payment of $300 (Subject to change—see above).
If "No," check the box on line 3 and enclose a user fee payment of $750 (Subject to change—see above).

2 Check the box if you have enclosed the reduced user fee payment of $300 (Subject to change). ☐

3 Check the box if you have enclosed the user fee payment of $750 (Subject to change). ☑

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here

(Signature of Officer, Director, Trustee, or other authorized official)

Daniel Zaharopol
(Type or print name of signer)

September 7, 2010
(Date)

Chief Executive Officer
(Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.

MA SOC Filing Number: 200971582040 Date: 09/03/2009 4:19 PM

The Commonwealth of Massachusetts
William Francis Galvin

Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512
Telephone: (617) 727-9640

Special Instructions

Articles of Organization
(General Laws, Chapter 180)

Federal Identification Number: 001008412

ARTICLE I

The name of the corporation is:

LEARNING UNLIMITED, INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

IN GENERAL, TO SUPPORT AND/OR RUN PROGRAMS AND PROJECTS, GENERATE MATERIALS, AND CONDUCT DISCUSSION AND ACTIVITIES TARGETED TOWARDS DEVELOPING A LOVE OF LEARNING AMONG STUDENTS OF ALL AGES AND A PASSION FOR ENGAGEMENT IN EDUCATION AMONG PROSPECTIVE TEACHERS AND FUTURE LEADERS. THESE ACTIVITIES MAY INCLUDE, AMONG OTHERS, SUPPORT FOR MEMBER GROUPS THROUGH COORDINATION OF RESOURCES AND SHARING OF BEST PRACTICES; STUDYING THE RESULTS OF PROGRAMS RUN BY MEMBER GROUPS; PUBLISHING EDUCATIONAL MATERIALS FOR STUDENTS OR TEACHING AIDS FOR TEACHERS; REPRESENTING THE PROGRAMS AT CONFERENCES AND MEETINGS; LAUNCHING EXPERIMENTAL PROGRAMS; PROVIDING CONSULTING SERVICES TO OTHERS WHO WISH TO LAUNCH SIMILAR PROGRAMS; DEVELOPING CURRICULA; SEEKING OUT NEW SITES TO IMPLEMENT THE PROGRAMS; OR OTHER ACTIVITIES IN SUPPORT OF PROMOTING A LOVE OF LEARNING, TEACHING, AND LEADERSHIP IN EDUCATION.

THE CORPORATION IS FORMED EXCLUSIVELY FOR CHARITABLE, RELIGIOUS, EDUCATIONAL, AND SCIENTIFIC PURPOSES, INCLUDING, FOR SUCH PURPOSES, THE MAKING OF DISTRIBUTIONS TO ORGANIZATIONS THAT QUALIFY AS EXEMPT UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

ORGANIZATIONS MAY APPLY FOR MEMBERSHIP AND SHALL HAVE REPRESENTATION THROUGH A "CHAPTER BOARD" CONSISTING OF ONE MEMBER FROM EACH CORE CHAPTER. THE BOARD OF DIRECTORS SHALL ESTABLISH MEMBERSHIP CRITERIA SUBJECT TO THE REQUIREMENTS OF THE BY-LAWS.

ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows: (*If there are no provisions state "NONE"*)

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS MEMBERS, TRUSTEES, OFFICERS, OR OTHER PRIVATE PERSONS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES SET HEREIN. NO SUBSTANTIAL PART OF THE ACTIVITIES OF THE CORPORATION SHALL BE THE CARRYING ON OF PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION, AND THE CORPORATION SHALL NOT PARTICIPATE IN, OR INTERVENE IN (INCLUDING THE PUBLISHING OR DISTRIBUTION OF STATEMENTS) ANY POLITICAL CAMPAIGN ON BEHALF OF OR IN OPPOSITION TO ANY CANDIDATE FOR PUBLIC OFFICE. NOTWITHSTANDING ANY OTHER PROVISION OF THESE ARTICLES, THE CORPORATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON (A) BY A CORPORATION EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR (B) BY A CORPORATION, CONTRIBUTIONS TO WHICH ARE DEDUCTIBLE UNDER SECTION 170(C)(2) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE.

UPON THE DISSOLUTION OF THE CORPORATION, ASSETS SHALL BE DISTRIBUTED FOR ONE OR MORE EXEMPT PURPOSES WITHIN THE MEANING OF SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE, OR THE CORRESPONDING SECTION OF ANY FUTURE FEDERAL TAX CODE, OR SHALL BE DISTRIBUTED TO THE FEDERAL GOVERNMENT, OR TO A STATE OR LOCAL GOVERNMENT, FOR A PUBLIC PURPOSE. ANY SUCH ASSETS NOT SO DISPOSED OF SHALL BE DISPOSED OF BY A COURT OF COMPETENT JURISDICTION OF THE COUNTY IN WHICH THE PRINCIPAL OFFICE OF THE CORPORATION IS THEN LOCATED, EXCLUSIVELY FOR SUCH PURPOSES OR TO SUCH ORGANIZATION OR ORGANIZATIONS, AS SAID COURT SHALL DETERMINE, WHICH ARE ORGANIZED AND OPERATED EXCLUSIVELY FOR SUCH PURPOSES.

Note: The preceding four (4) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

Later Effective Date:

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation *in Massachusetts* is:

No. and Street: 527 FRANKLIN ST.

City or Town: CAMBRIDGE **State:** MA **Zip:** 02139 **Country:** USA

b. The name, residential address and post office address of each director and officer is as follows:
(A president, treasurer, clerk, and at least one director are required.)

Title: DIRECTOR **Expiration of Term:** January 1, 2009
First Name: JENNIFER **Middle Name:** **Last Name:** YOON
Residential Address: 6 EIGHTH STREET
City: ENGLEWOOD CLIFFS **State:** NJ **Zip:** 07632
Country: USA
Post Office Address: 6 EIGHTH STREET
City: ENGLEWOOD CLIFFS **State:** NJ **Zip:** 07632
Country: USA

Title: CLERK **Expiration of Term:** January 1, 2009
First Name: NALIKA **Middle Name:** **Last Name:** VASUDEVAN
Residential Address: 5526 S. EVERETT AVENUE, #1S
City: CHICAGO **State:** IL **Zip:** 60637
Country: USA
Post Office Address: 5526 S. EVERETT AVENUE, #1S
City: CHICAGO **State:** IL **Zip:** 60637
Country: USA

Title: DIRECTOR **Expiration of Term:** January 1, 2009
First Name: CATHERINE **Middle Name:** **Last Name:** HAVASI
Residential Address: 527 FRANKLIN ST.
City: CAMBRIDGE **State:** MA **Zip:** 02139
Country: USA
Post Office Address: 527 FRANKLIN ST.
City: CAMBRIDGE **State:** MA **Zip:** 02139
Country: USA

Title: DIRECTOR **Expiration of Term:** January 1, 2009
First Name: LUKE **Middle Name:** **Last Name:** JOYNER
Residential Address: 5141 S HARPER AVENUE, #3
City: CHICAGO **State:** IL **Zip:** 60615
Country: USA
Post Office Address: 5141 S HARPER AVENUE, #3
City: CHICAGO **State:** IL **Zip:** 60615
Country: USA

Title: PRESIDENT **Expiration of Term:** January 1, 2009
First Name: MICHAEL **Middle Name:** **Last Name:** SHAW
Residential Address: 721 MENLO AVE. APT. E
City: MENLO PARK **State:** CA **Zip:** 94025-4722
Country: USA
Post Office Address: 721 MENLO AVE. APT. E
City: MENLO PARK **State:** CA **Zip:** 94025-4722
Country: USA

Title: TREASURER **Expiration of Term:** January 1, 2009
First Name: JASON **Middle Name:** BERNARDINO **Last Name:** ALONSO
Residential Address: 11A JAY ST APT 2
City: CAMBRIDGE **State:** MA **Zip:** 02139
Country: USA
Post Office Address: 11A JAY ST APT 2
City: CAMBRIDGE **State:** MA **Zip:** 02139
Country: USA

Title: CEO **Expiration of Term:** January 1, 2009
First Name: DANIEL **Middle Name:** **Last Name:** ZAHAROPOL
Residential Address: 527 FRANKLIN ST.
City: CAMBRIDGE **State:** MA **Zip:** 02139
Country: USA
Post Office Address: 527 FRANKLIN ST.
City: CAMBRIDGE **State:** MA **Zip:** 02139
Country: USA

Title: DIRECTOR **Expiration of Term:** January 1, 2009
First Name: ANYA **Middle Name:** **Last Name:** THETFORD
Residential Address: 1442 E. 59TH STREET
City: CHICAGO **State:** IL **Zip:** 60637
Country: USA
Post Office Address: 1442 E. 59TH STREET
City: CHICAGO **State:** IL **Zip:** 60637
Country: USA

Title: DIRECTOR **Expiration of Term:** January 1, 2009
First Name: JOHN **Middle Name:** **Last Name:** ZAMFIRESCU-PEREIRA
Residential Address: 5620 BROADWAY
City: OAKLAND **State:** CA **Zip:** 94618
Country: USA
Post Office Address: 5620 BROADWAY
City: OAKLAND **State:** CA **Zip:** 94618
Country: USA

c. The fiscal year (i.e., tax year) of the corporation shall end on the last day of the month of: June

d. The name and business address of the resident agent, if any, of the corporation is:

Name: DANIEL ZAHAROPOL

No. and Street: 527 FRANKLIN ST.

City or Town: CAMBRIDGE **State:** MA **Zip:** 02139 **Country:** USA

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, **I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residental address(es) are beneath each signature do hereby associate with the intention of forming this corporation under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 3 Day of September, 2009**

(If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state of other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.)

DANIEL ZAHAROPOL

Commonwealth of Massachusetts
Secretary of State's Office
Corporations Division
McCormack Building
One Ashburton Place, 17th Floor
Boston, Massachusetts 02108-1512

Re: Learning Unlimited, Inc.

Dear Sir/Madam:

The undersigned President of Learning Unlimited, Inc., a Massachusetts nonprofit corporation, hereby consents to the formation of an additional Massachusetts nonprofit corporation under the name "Learning Unlimited, Inc."

Sincerely,

Learning Unlimited, Inc.

By: [signature] 9.1.0
DENISE FONTAINE-PINCINCE
President, Learning Unlimited, Inc.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

September 03, 2009 4:19 PM

A TRUE COPY ATTEST

WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
DATE 8/19/10 CLERK

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

By-Laws of Learning Unlimited, Inc.

Adopted September 28, 2009.

Article I. Name, Purposes, Goals, Powers, Location, Seal and Fiscal Year

Section I.1. Name and Purposes. The name and purposes of the corporation shall be as set forth in the Articles of Organization and these By-Laws.

Section I.2. Goal. The goal of the organization is to enable member groups to provide deep, exciting, and fun educational opportunities. We seek to inspire a love of learning in students, and we seek to inspire all people to become involved in teaching and leadership in education.

Section I.3. Powers. The corporation shall have all the powers and enjoy all the privileges granted by its Articles of Organization and by the provisions of Massachusetts General Laws Chapter 180.

Section I.4. Location. The principal office of the corporation shall be located at the place set forth in the Articles of Organization. A mailing address may be maintained and initially shall be at 527 Franklin Street, Cambridge, MA 02139. The Executive Board may change the location of the principal office within the Commonwealth of Massachusetts effective upon filing a certificate with the Secretary of the Commonwealth. The Executive Board may change the location of the mailing address as it deems necessary.

Section I.5. Corporate Seal. The Executive Board may adopt and alter the seal of the corporation.

Section I.6. Fiscal Year. The fiscal year of the corporation, unless otherwise decided by the Executive Board, shall end on June 30 in each year.

Article II. Chapters and Chapter Board

Section II.1. Categories. There shall be two categories of chapters, defined as follows:

Section II.1(A). Core Chapters. The Executive Board shall establish a process for the recognition of chapters as Core Chapters. Core Chapters shall each be given a voting representative on the Chapter Board. Each Core Chapter's representative shall be selected by an internal process to be decided by that Core Chapter.

Section II.1(B). Partner Chapters. The Executive Board shall establish a process for the recognition of chapters as Partner Chapters. Partner Chapters shall have a non-voting representative on the Chapter Board, to be decided by an internal process of that Partner Chapter.

Section II.2. Chapter Recognition. The Executive Board shall establish a system for organizations to apply for membership as Chapters. Recognition as either category of Chapter shall require a simple majority of the Board, and shall remain in force unless revoked by the Executive Board. Chapter membership may be revoked by a simple majority of the Board.

Section II.3. Chapter Reporting. Each chapter will report to the Chief Executive Officer or Executive Board an annual summary of the programs they have run and an estimate of the chapter's "student-class-hours," the sum over each student of the number of hours spent in the program's activities, for the most recent completed fiscal year (July 1-June 30). This estimate will be subject to any verification that the CEO and Executive Board wish to conduct.

Section II.4. Chapter Board. The Chapter Board shall consist of one member from each Chapter, with voting powers as described in these bylaws or additional powers as granted by the Executive Board. The Chapter Board shall advise the Executive Board on issues that affect the ability of the corporation to support member chapters.

Section II.5. Election of Executive Board Members. The Chapter Board shall select the two "Chapter Members" of the Executive Board on a schedule as described in V.3(B). The selection may take place via electronic means if the Chapter Board is unable to meet in-person.

Section II.5(A). Voting Method. Each chapter representative shall have a "number of votes" as described herein. The Chapter Board's votes for Executive Board members shall be held via the Instant Run-Off method, with each chapter representative carrying a weight equal to their number of votes.

Section II.5(B). Number of Votes for Each Chapter. If there are one or two core chapters represented on the Chapter Board, then the largest chapter (as measured by student-class-hours for the most recent July 1-June 30 period) shall have 2 votes and, if there is a second chapter, it shall have 1 vote. If there are three or more core chapters, then each chapter shall have a number of votes allocated to their representative as follows:

- Let S represent the sum of the square roots of each chapter's student-class-hours (for the most recent completed fiscal year). Assign to each chapter reporting k student-class-hours a preliminary number of votes equal to $100\sqrt{k}/S$.
- Calculate the "senate component" as follows. Let X be the maximum preliminary number of votes assigned to any chapter, and let n be the number of core chapters currently recognized. Then the senate component is given by the maximum of $(X - 42)/(.42n - 1)$ and $8/(.42n - 1)$.
- Assign to each chapter a number of votes equal to the sum of its preliminary number of votes and the senate component calculated above.

Article III. Officers

Section III.1. Number and Qualification. The officers of the corporation shall be Chairman, Vice Chairman, and Secretary. An officer of the corporation may not concurrently hold more than one office.

Section III.2. Election and Term of Office.

Section III.2(A). Chairman. The Chairman shall be elected by a simple majority of the Executive Board and must be a member of the Executive Board for the full duration of his or her term. The Chairman shall serve for a term of one year.

Section III.2(B). Vice Chairman. The Vice Chairman shall be elected by a simple majority of the Executive Board and must be a member of the Executive Board for the full duration of his or her term. The Vice Chairman shall serve for a term of one year.

Section III.2(C). Secretary. The Secretary shall be elected by a simple majority of the Executive Board. If the Secretary is a voting member of the Executive Board, that seat is vacated at the beginning of the Secretary's term of office. The Secretary shall serve a term of one year.

Section III.3. Duties.

Section III.3(A). Chairman. The Chairman shall preside at all meetings of the Executive Board. The Chairman shall schedule and determine the agenda of all meetings. The Chairman shall appoint committee chairs persuant to Article VI. The Chairman shall be a non-voting ex officio member of all committees except the Nominating Committee.

Section III.3(B). Vice Chairman. In the absence of the Chairman, or in the event of his or her death, inability to act or refusal to act, the Vice Chairman shall perform the duties of the Chairman, and when so doing shall have all the powers of and be subject to all the restrictions upon the Chairman. The Vice Chairman shall perform such other duties as from time to time they may be assigned to him or her by the Chairman or the Executive Board.

Section III.3(C). Secretary. The Secretary shall have custody of all books, records, and papers of the corporation except such as shall be in charge of the Chief Financial Officer or some other person authorized to have custody and possession thereof by the Executive Board. The Secretary shall keep a record of the minutes of the proceedings of meetings of the Executive Board and shall maintain correspondence for the corporation. The Secretary shall distribute the minutes of the previous meeting to those attending the subsequent meeting of the Executive Board and to members of the Chapter Board. The Secretary shall give notice as required by these By-Laws. The Secretary shall serve as a non-voting ex officio member of the Executive Board.

Section III.4. Suspension or Removal. An officer may be suspended or removed with or without cause by a two-thirds vote of the Executive Board. An officer may be removed with cause only after reasonable notice and opportunity to be heard.

Section III.5. Resignation. An officer may resign by delivering his or her written resignation to a meeting of the Executive Board, or to the corporation at its principal office or mailing address. Such resignation shall be effective upon receipt (unless specified to be effective at another time), and acceptance thereof shall not be necessary to make it effective unless it so states.

Section III.6. Vacancies. Any vacancy occurring in any one or more of the aforementioned offices shall be filled by a simple majority vote of the Executive Board, and such appointment shall expire at the conclusion of the term of the previous officeholder.

Article IV. Chief Executive and Staff

Section IV.1. Chief Executive Officer. The Chief Executive Officer (CEO) shall be elected by a simple majority of the Executive Board. If the CEO is a voting member of the Executive Board, that seat is vacated at the beginning of the CEO's term of office. The CEO shall serve a term of one year.

Section IV.1(A). Duties—CEO. The Chief Executive Officer (CEO) has day-to-day responsibility for the operations of the corporation. The CEO shall implement the directives of the Executive Board and shall report on the status of operations. The CEO shall serve as a non-voting ex officio member of the Executive Board. The Board may designate other duties as necessary.

Section IV.2. Chief Financial Officer. The Chief Financial Officer shall be elected by a simple majority of the Executive Board. If the Chief Financial Officer is a voting member of the Executive Board, that seat is vacated at the beginning of the Chief Financial Officer's term of office. The Chief Financial Officer shall serve a term of one year.

Section IV.2(A). Duties—Chief Financial Officer. The Chief Financial Officer shall collect, disburse, and keep accounts of all monies of the corporation collected or disbursed. The Chief Financial Officer shall deposit all monies and valuables of the corporation in such banks and other depositories as the Executive Board shall designate. All checks of the corporation shall bear the signature of the CEO, Chairman, or Chief Financial Officer. No check in excess of ten thousand ($10000) dollars shall be issued without the authorization of at least two of the CEO, Chairman, and Chief Financial Officer. At the meetings of the Executive Board, the Chief Financial Officer shall report on the financial condition of the corporation. The Chief Financial Officer shall present budgets for each fiscal year. The Chief Financial Officer shall serve as a non-voting ex officio member of the Executive Board.

Article V. Executive Board

Section V.1. Purpose. The Executive Board shall serve as the Board of Directors for the corporation.

Section V.2. Number. The Executive Board shall consist of five voting members and any number of non-voting members.

Section V.3. Qualification and Selection.

Section V.3(A). At-Large Members. Three at-large positions shall be elected by the Executive Board. This election shall take place prior to the expiration of the previous terms so that the positions are continually filled. At-large members shall serve two-year terms. They shall be staggered so that no more than two must be elected in any year. The Secretary, Chief Executive Officer, and Chief Financial Officer may be elected to an at-large voting position only through a unanimous vote of the Executive Board.

Section V.3(B). Chapter Members. Two at-large positions shall be elected by the Chapter Board. Chapter members shall serve two-year terms. The terms shall be staggered so that one is elected each year.

Section V.3(C). Non-Voting Members. Any number of non-voting positions may be elected by the Executive Board. Persons holding these positions may not vote in any Board decision. Non-voting members may be present at all Board meetings and advise Board members in decisions. Non-voting members shall serve one-year terms.

Article VI. Committees

Section VI.1. Nominating Committee.

Section VI.1(A). Number, Selection, Qualification, and Term. There shall be a nominating committee consisting of at least three members. The Committee shall be chosen by a simple majority of the Executive Board except that no current officer or member of the Board may serve on the Nominating Committee. The term of office shall be one year.

Section VI.1(B). Chairman Selection and Term. The Chairman of the Nominating Committee shall be selected by a simple majority of the current members of the Nominating Committee. The term of the Chairman shall be until the expiration of the term of the Nominating Committee.

Section VI.1(C). Duties. The Nominating Committee shall prepare a list of recommended candidates for the positions of Chief Executive Officer, Chief Financial Officer, Secretary, open Board seats, and seats on the Nominating Committee, as necessary in order to provide for their selection before the expiration of the prior term of office. The list of candidates shall consist only of those who have consented to serve if elected. The list of candidates shall not include any current members of the Nominating Committee. The list of candidates shall be delivered to the Secretary and reported to the Executive Board and Chapter Board at least one month prior to their election.

Section VI.1(D). Vacancies. Any vacancy in the Nominating Committee shall be filled by the Chairman of the Nominating Committee. Any vacancy in the chairmanship of the Nominating Committee shall be filled by the Nominating Committee.

Section VI.1(E). Suspension and Removal. Any member of the nominating committee may be suspended or removed with or without cause by the vote of a two-thirds majority of the Executive Board. A member of the Nominating Committee may be removed with cause only after reasonable notice and opportunity to be heard.

Section VI.2. Other Committees.

Section VI.2(A). Formation and Dissolution. All committees shall be established and may be abolished at any time by the Executive Board.

Section VI.2(B). Chairs. All committee chairs shall be appointed by the Chairman of the Executive Board and serve at the pleasure of the Chairman of the Executive Board.

Section VI.2(C). Members. Committee chairs shall appoint the members of their respective committees. Such committee members shall serve at the pleasure of their committee chairman.

Section VI.2(D). Terms. The terms in office of all chairs and committee members shall be coterminous with the term of the Chairman.

Section VI.2(E). Nominating Committee. This section shall not apply to the Nominating Committee.

Article VII. Board Meetings and Voting

Section VII.1. Scheduling. Board meetings may be scheduled by the Chairman or the Vice Chairman. There shall be at least one in-person meeting per year.

Section VII.2. Quorum. Quorum for the transaction of business at any meeting shall require two-thirds of all Board members entitled to vote, represented either in person or by proxy, and two-thirds of all Board members (voting and non-voting), represented either in person or by proxy.

Section VII.3. Proxies. All proxies shall be in writing and properly signed, and no proxy dated more than six months before or after the meeting therein shall be valid.

Section VII.4. Conduct of Meetings. The Chairman shall monitor the proceedings of all meetings so that they are in accordance with the current edition of Robert's Rules of Order. To the extent not inconsistent with any provision hereof, the current edition of Robert's Rules of Order shall govern all meetings of any committees, the officers, Executive Board and Chapter Board.

Section VII.5. Meeting by Electronic Method. Business of the corporation, requiring a vote of the Executive Board, including by-laws changes, may be taken by electronic methods, as deemed necessary by the Board, outside of Board meetings. A vote taken by electronic methods will have the same effect as a vote of the Board.

Article VIII. Amendments

Section VIII.1. Amendments to By-Laws. The within By-Laws may be amended from time to time by a two-thirds vote of any meeting of the Executive Board at which a quorum of board members is present. Any proposed change shall be submitted in writing, to the Secretary, at least one month prior to the meeting at which the proposed changes will be voted on. At this time also, the Secretary shall give copies of the proposed changes to each member of the Executive Board and each member of the Chapter Board, by leaving such copy with him or her at his or her residence or usual place of business, or by mailing it, postage prepaid and addressed to such member, at his or her address as it appears in the records of the corporation or by sending an electronic message to each member.

Article IX. Dissolution

Section IX.1. Vote. The corporation may be dissolved by a two-thirds vote of the Executive Board.

Section IX.2. Chapters After Dissolution. Upon dissolution, all currently-operating chapters shall be granted a non-transferable right in perpetuity to continue to run programs and to continue to use any names, trademarks, or brands owned by the corporation which they had been using prior to dissolution.

Section IX.3. Disposition of Assets. In the event of a general dissolution, the Executive Board may, after making provision for the payment of all liabilities of the corporation, dispose of the assets of the corporation by transferring the assets to one or more organizations qualifying as tax exempt under Section 501(c)(3) or governmental units described in Section 170(b) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future U.S. Internal Revenue law), which organization or organizations perform or are organized to perform services as set forth in the Articles of Organization.

Article X. Execution of Papers

Section X.1. Generally. Except as the Executive Board may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the corporation shall be signed by the Chairman, by the CEO, or by the Chief Financial Officer.

Section X.2. Real Estate. Any recordable instrument purporting to affect an interest in real estate, executed in the name of the corporation by the Chairman and the Chief Financial Officer, shall be binding on the corporation in favor of a purchaser or other person relying in the good faith on such instrument notwithstanding any inconsistent provisions of the Articles of Organizations, these By-Laws, resolutions or votes of the corporation.

Article XI. Personal Liability

Section XI.1. Generally. The members of the Executive Board and officers of the corporation shall not be personally liable for any debt, liability or obligation of the corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the corporation may look only to the funds and property of the corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

Article XII. Indemnification

Section XII.1. Generally. The corporation shall, to the extent legally permissible and only to the extent that the status of the corporation as an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future U.S. Internal Revenue law) is not affected thereby, indemnify each member of the Executive Board and officers (including persons who serve at its request as Executive Board members, officers or trustees of another organization in which it has an interest) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceedings, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a member of the Executive Board or officer, except with respect to any matter as to which he or she shall have been adjudicated in any proceedings not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such member of the Executive Board or officer, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification, by a disinterested majority of the Executive Board members then in office. Expenses, including counsel fees, reasonably incurred by any such member of the Executive Board or officer in connection with the defense or disposition of any such action, suit or other proceedings may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such member of the Executive Board or officer to repay the amounts so paid to the corporation if it is ultimately determined that indemnification is not authorized hereunder. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Executive Board member or officer may be entitled. Nothing contained herein shall affect any rights to indemnification to which corporate personnel other than Executive Board members or officers may be entitled by contract or otherwise under law. As used in this paragraph, the terms "Executive Board" and "officers" include their respective heirs, executors and administrators, and an "interested" member of the Executive Board is one against whom such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending.

Article XIII. Miscellaneous

Section XIII.1. Compensation. None of the five voting Executive Board members shall receive any compensation for services rendered as an Executive Board member. However, they may be reimbursed for reasonable expenses incurred in the performance of their duties.

Section XIII.2. Construction. These By-Laws and the related Articles of Organization shall be construed and interpreted under the laws of the Commonwealth of Massachusetts. Notwithstanding any other provision of these By-Laws or related Articles of Organization to the contrary, these By-Laws shall be interpreted to conform with Section 501(c)(3) of the Internal Revenue Code (as such section may be amended from time to time). Therefore, the Corporation shall (1) be operated exclusively for charitable, scientific, literary or educational purposes; (2) no part of the net earnings of the Corporation shall inure to the benefit of any officer or Executive Board member. In addition, the corporation shall conform with the other requirements of Section 501(c)(3).

Attachment to Form 1023 for Learning Unlimited, Inc. EIN: 90-0513935

Part IV - Narrative Description

In 1957, students at the Massachusetts Institute of Technology, concerned about education in the United States, created a student-led enrichment program for local high school students. For over 50 years the student organization and its programs have thrived, bringing thousands of pre-college students to MIT each year. Over those years, several student-led spinoff programs emerged at other universities, but those efforts failed within a few years.

Then, in the years 2006-2008, three successful additional student groups formed and began offering programs at Stanford, the University of Chicago, and NYU. With support provided by students from MIT, these other university programs attracted hundreds of middle and high school participants.

The success of these startups, and the desire to keep them strong, inspired the student group organizers to form Learning Unlimited, Inc., an organization dedicated to supporting and spreading similar programs nationally ("Learning Unlimited" or "LU"). Learning Unlimited incorporated in September 2009. Since then, LU has helped mentor and start two successful student groups at Duke University and Northwestern University, and has helped existing groups grow the number of students served at rates of around 30% annually.

LU's goal is to energize and revitalize education on a national scale. LU accomplishes this goal by organizing and supporting groups of university students that run educational programs for pre-college students. The programs LU supports teach middle and high school students about "everything and anything."

It is LU's belief that the most effective programs---and those that draw in the strongest leaders---are community-led and customized to their own communities. Thus LU does not operate any university-based programs directly; it supports local university students in leading programs customized to the interests of their communities. Typically, students do this as part of registered student groups within their home institutions.

Each group operates independently and quite differently. For example, some offer their programs at low cost and also provide need-based financial aid; others are entirely free and find their financial support from grants and in-kind donations; some are led by undergraduate students, others by graduate students. The groups, however, are united by their desire to introduce students from different walks of life to diverse topics in a fun and collaborative setting. Classes such as "Quantum Field Theory," "Shakespearean

Sonnets," and "Liquid Nitrogen Ice Cream" are among past offerings. Most groups currently run a program called Splash, in which high school and middle school students are invited to the college campus for a weekend. Many run other programs, often over several months, in the same spirit. All teachers and program administrators are volunteers (generally college students). Meeting space is provided by the university at which each student group is based.

Seven campuses are currently offering similar student-led educational programs: MIT, Stanford, University of Chicago, NYU, Harvard, Duke, and Northwestern. Programs that LU supports serve over 5000 middle and high school students annually, and many of those students return and participate in multiple programs. In November 2009, the Splash weekend program at MIT attracted over 2300 middle and high school students who attended 719 classes taught by 323 teachers. The Splash program at Stanford in April 2010 had 929 participants attend 393 classes taught by 209 teachers.

Over two-thirds of students at MIT Splash reported becoming more excited about a topic they'd learned about at Splash. 95% of teachers at Stanford Splash said that teaching was "fun" or "very fun." 89% of teachers at Stanford Splash reported a greater interest in teaching for outreach programs in the future. In general, both Stanford and the University of Chicago perform significant outreach to underserved populations. The University of Chicago recruits heavily from the South Side of the city and maintains close personal ties with teachers and counselors; Stanford has paid for busses from East Palo Alto, Oakland, and San Jose to bring students to campus.

Broadly speaking, LU's own activities can be divided into the five categories below. The percentage of time devoted to each is included in parentheses:

(1) Support existing chapters (25%);
(2) Seed new chapters (40%);
(3) Organize events (15%);
(4) Administration (10%);
(5) Fundraising (10%).

Learning Unlimited is a charitable organization whose primary goal is the advancement of education. All the activities above promote LU's charitable purpose as described below.

1. Support existing chapters.

A student group is invited to become a "chapter" or "member" of Learning Unlimited after it has successfully run a program and shown evidence of long-term sustainability. Chapters have a role in governing LU by choosing representatives to the Chapter Board which in turn elects two members of the Board of Directors. In exchange, chapters commit to supporting the broader vision of the organization by participating in the national community. For example, chapters share best practices with other chapters which LU compiles and stores, host visitors from startup groups seeking to learn how a program operates, and spread information about LU to students or parents that attend their programs. Although chapters' efforts are aided by Learning Unlimited, LU has no role in the daily operations or the governance of chapters. Chapters pay no membership dues or other fees to LU, and chapters are free to leave if membership no longer meets their needs. LU currently has vibrant member chapters at MIT, Stanford, and the University of Chicago.

LU's activities in support of existing chapters consist of mentoring, community building, and direct services. LU mentors existing groups by answering questions and giving advice to college student leaders and teachers. The logistics of managing hundreds if not thousands of pre-college kids over one weekend on a university campus can be overwhelming. Each of LU's directors, staff, and volunteers is a veteran leader of a student group.

LU also maintains an active alumni network and invites outside experts such as graphic designers to volunteer their time.

LU builds community by maintaining online communication tools for leaders to share ideas. LU also supports site visits between different operating chapters. In addition Learning Unlimited encourages broader recognition for chapters by highlighting them in its marketing and publicity materials and by putting them in contact with other educational institutions.

Learning Unlimited's direct services include the identification, development, production, and provision of useful tools that are efficiently and effectively maintained on a national scale. For example, LU's biggest and most important service thus far has been building and providing an open-source software package that runs program registrations and scheduling. LU hosts this online tool for many chapters on its own server. LU plans to provide other services such as background checks on prospective teachers and repositories of class plans for teachers to share among sites.

In addition, LU plans to implement a comprehensive evaluation system for program effectiveness. This system is still in the design phase, but it will certainly include surveys for chapters to administer to their students and teachers as well as implementation in the web platform for those surveys to be given electronically. Evaluation will also permit cross-program statistical comparisons, and, as funds allow, the measurement of long-term impacts on all program participants.

All services of LU are now provided free of charge to chapters and prospective chapters. In the future, some services may be provided with a fee, such as custom updates to the website registration software or equipment rental during enrichment programs. LU expects that its basic services to support student groups will always remain free.

LU does not currently provide funds directly to chapters and does not award grants. LU occasionally pays directly for some elements of a program such as providing lunches or transportation to participants. These services are funded through in-kind donations (for example, a restaurant chain may provide sandwiches for all students) or through donor requests (for example, an individual donor may ask that his or her funds be used to support the work of a particular chapter).

The activity of supporting existing chapters is conducted by both paid staff and volunteers, year-round, with mentors and others working nation-wide to support chapters in various parts of the country. Supporting existing chapters furthers LU's charitable purpose and advances education by ensuring the continued existence of these educational programs and the groups that offer them, and by maintaining a high level of quality at those programs. The activities that LU undertakes to support existing chapters are funded out of LU's general budget. LU may also apply for grants to support specific chapters depending on the geographic focus of each grant-giving foundation.

2. Seed new chapters.

Learning Unlimited's activities in support of startup student groups are largely similar to its activities supporting existing chapters. LU actively seeks out college student entrepreneurs to launch chapters at their universities and guides them closely through their work. Mentoring is mostly done by volunteers, with some support from paid staff. LU pairs each startup student group with two mentors who guide the students through running a program --- drafting a timeline and budget, discussing contact with the university administration, publicity efforts, and so forth. Again, the actual work is left to the student leaders; LU's mentors just advise. Mentors may travel to the startups to assist in their setup and hold in-person meetings. LU has already successfully mentored startup groups at Duke University and Northwestern University who have both run well-attended programs and have sustained leadership to continue operating. Potential student leaders at Boston College, Boston University, UCLA, the University of Illinois at Urbana-Champaign, Yale, and the University of Maryland, Baltimore County are currently being mentored.

In addition to mentoring, startup groups receive the same benefits as chapters, including the website software, manuals of best practices, and community discussion groups. No students wishing to start a chapter have ever been turned away from mentorship or receiving these services.

The activity of seeding new chapters is conducted by both paid staff and volunteers, year-round, with mentors and others working nation-wide to seed chapters in various parts of the country. Seeding new chapters furthers LU's charitable purpose and advances education by creating new educational programs and groups to offer those programs. These student groups give more pre-college students access to educational opportunities, and expose more college students to roles in teaching, encouraging them to become educators. The activities that LU undertakes to seed new chapters are funded out of LU's general budget. LU may also apply for grants to seed new chapters in particular geographic regions.

3. Organize events.

Finally, although LU's focus remains on organizing and supporting student groups that run programs, Learning Unlimited also directly organizes and offers free Parents' Programs in parallel to chapters' own programs. In a Parents' Program, parents and caregivers are given advice on how to best take advantage of educational opportunities for their children. Parents' Programs are currently conducted by both paid staff and volunteers at MIT's Splash in Cambridge, MA and Stanford's Splash in Palo Alto, CA, although Parents' Programs are expected to be offered at more sites in the future. Currently, LU does not operate other events directly.

In the future, LU also plans to lead conferences for student leaders to share what they have learned about operating educational programs. In addition, LU may compile courses into books, magazines, blogs, or other media, or offer courses or course material online. Any event that LU would organize would impact one or more of its three target audiences: middle and high school students, college student enrichment program teachers, and college student group leaders.

The activity of organizing events furthers LU's charitable purpose of advancement of education. Parents' Programs advance education by teaching parents how to take advantage of their children's excitement following the classes they have taken and directing them to useful parenting resources. A conference for chapter leaders would advance education by strengthening the educational programs offered by chapters. Compiling courses online or in print would advance education by enabling wider access to an educational resource no longer limited by geography. These activities are and would be funded out of LU's general budget. LU may also apply for grants dedicated towards establishing specific events.

4. Administration

LU sets agendas for meetings, holds meetings, and maintains meeting minutes. It creates and maintains several e-mail distribution lists for use by staff and volunteers. LU performs bookkeeping and completes and maintains appropriate records, compliance filings, and financial reports. In short, LU performs all administrative tasks required to keep the organization functional and compliant. These further LU's exempt purpose by giving its staff and volunteers the structure in which to be productive and thus enabling LU's other exempt activities. Administrative work is conducted by both paid staff and volunteers, year-round, centered primarily in Boston, MA (where a large number of volunteers reside) but with contributions from volunteers based nationally. Any expenses are funded out of LU's general budget.

5. Fundraising

LU's fundraising is described in detail in Part VIII, line 4. Fundraising furthers LU's exempt purpose by providing the resources for the other activities of the organization to proceed. It is conducted by both paid staff and volunteers, year-round and nation-wide, and is funded out of LU's general budget.

Financially, Learning Unlimited has been reliant on both individual donations and foundation grants. LU will continue to pursue active fundraising. LU expects that, over time, it may adopt a fee-for-service model for well-resourced chapters, although LU intends to continue to provide significant resources to college student groups for free so as to spread these educational opportunities as broadly as possible.

In conclusion, LU's programs provide high impact from low investment. The work impacts education both in the near-term, by providing opportunities for middle school and high school students to become excited about learning, and in the long-term, by exposing college students to energizing opportunities to teach and discover leadership in education.

The work may best be summarized through representative quotes: an MIT teacher, "I've found out that I really, really love passing my enthusiasm on to other people;" an MIT student leader, "I have found my work here to be extremely exciting simply because it is so unusual that someone as young as I is able to hold so much responsibility;" MIT program participants, "If school was as intellectually stimulating and challenging and informative as Splash was, it would be FUN" and "It was one of the greatest learning experiences for me ever, if not the best;" a counselor at the Collins Academy High School in Chicago, where over 96% of students are classified as low-income, "It's opened prospects to postsecondary education for students that have no other opportunities to do so."

Please find enclosed recent newsletters and reports presenting LU's activities.

Part V

Line 1a: Additional Officer, Directors and Trustees

Name	Title	Mailing Address	Compensation amount (annual actual or estimated)
Daniel Zaharopol	Chief Executive Officer and non-voting Director	527 Franklin St. Cambridge, MA 02139	est. $39,000/year
Jason Bernardino Alonso	Chief Financial Officer and non-voting Director	11A Jay Street Apt. 2 Cambridge, MA 02139	None
Roshini Zachariah	Secretary and non-voting Director	34 Canterbury Street Hingham, MA 02043	None

Line 3a: Names, qualifications, hours, and duties of officers, directors, and trustees

See attached resumés for qualifications of each officer and director.

Name	Title	Average Hours Worked Per Week	Duties
Michael Shaw	Director and Chairman of Board of Directors	10	See duties of a Director, below, and bylaws for additional duties of Chairman.
Yalu Wu	Director	2	See duties of a Director below.
Anya Thetford	Director	2	See duties of a Director below.
John Zamfirescu-Pereira	Director and Vice-Chairman of Board of Directors	4	See duties of a Director, below, and bylaws for additional duties of Vice-Chairman.

Catherine Havasi	Director	2	See duties of a Director, below.
Daniel Zaharopol	Chief Executive Officer and non-voting Director	40	See duties of a Director, below, and bylaws for duties of the CEO.
Jason Bernardino Alonso	Chief Financial Officer and non-voting Director	5	See duties of a Director, below, and bylaws for duties of the CFO.
Roshini Zachariah	Secretary and non-voting Director	3	See duties of a Director, below, and bylaws for duties of the Secretary.

Duties of a Director

- To work with the entire Board of Directors in setting the mission, vision, and policies of Learning Unlimited.
- To monitor the legal compliance of the organization and adherence to its own internal governing documents (including Articles of Organization, Bylaws, and policies).
- To work with the entire Board of Directors to hire and fire the Chief Executive Officer and to provide performance reviews and evaluations of his or her performance.
- To serve as a voice to the public about the organization.
- Individually, to attend all Board meetings and functions and to review the agenda and supporting materials prior to those meetings.
- To be informed about the organization's mission, services, policies, and programs.
- To serve on committees as necessary.

Line 5a: Conflict of Interest Policy

See attached, adopted by the Board of Directors on February 10, 2010.

Part VI

Line 1a: Benefits to Individuals

Learning Unlimited provides mentoring to individuals who wish to begin educational programs at their schools. This mentoring process is described in further detail in the Part IV, the narrative description of activities. LU does not provide financial benefit to any individuals. LU has never turned someone away who was interested in starting a program and provides the mentoring process to anyone who requests it.

When supported by outside grants or donations, Learning Unlimited may provide benefits to individuals such as meals for program attendees or busses to provide transportation to the programs.

Line 1b: Benefits to Organizations

Learning Unlimited provides mentoring and other services as described in the narrative description.

Part VIII

Line 4a: Description of Fundraising Programs

Learning Unlimited fundraises from the public through the following means:

- Solicitations made to parents of attending students. Parents are initially contacted through postal mail following a program, at a Parents' Program run by LU, or through a monthly e-mail newsletter (which parents may sign up for on LU's website or by signing up at Parents' Programs). Parents may be given pledge cards to fill out at Parents' Programs, in which case LU follows up through e-mail, phone, or postal mail.

- Solicitations made to alumni of the program. Alumni are initially contacted through web searches, college alumni lists, personal interactions, or records of the chapter. They are then contacted by e-mail, phone, or postal mail.

- LU also solicits donations from other persons known personally to LU's staff and volunteers, and from those whom LU's staff and volunteers have met during the course of its work or those with an interest in education.

- LU also solicits in-kind or cash donations from corporations. For example, restaurants have in the past and may in the future be asked to contribute food to serve to students at programs and transportation companies have and may be asked to contribute busses for students without other transportation. Additionally, printing companies may in the future be asked to offer T-shirts to program volunteers, or tech companies may be asked to offer software or hardware to LU.

- Learning Unlimited's website currently utilizes the services of Network for Good, a donor-advised fund which accepts and processes credit card donations for charities. Any LU-designated donations are remitted to the Mathematics Foundation of America, LU's fiscal agent (see line 15), which in turn earmarks them for LU. Network for Good charges $29.95 per month for this service, and takes a 3% fee from credit card transactions. Prior to selecting Network for Good, LU compared several different services and chose Network for Good because it offered a customized appearance to the donation page, very strong customer service, advice on best practices in fundraising, and a competitive price with other services. When LU receives 501(c)(3) status, it plans to continue to utilize Network for Good as an agent.

Line 4b: Organizations Fundraising for LU

Some of Learning Unlimited's chapters or other student groups receiving services from LU advertise for LU and direct donors to LU's website. Additionally, some chapters or student groups allow LU to send e-mail or postal mail to participants in the chapter's activities. LU has no written contracts for this fundraising, but may arrange with chapters to conduct such fundraising. LU does not pay chapters anything for this service nor do chapters receive a portion of the donations received.

As described in line 15, the Mathematics Foundation of America serves as a fiscal agent for Learning Unlimited at no cost to LU. Although the Mathematics Foundation of America does not actively fundraise for LU, it does accept and earmark donations designated for LU. As mentioned in Line 4a, Network for Good also processes donations directed to LU. A copy of the agreement with Network for Good is attached.

Line 4d: Jurisdictions in Which LU Fundraises

Learning Unlimited conducts or may conduct its own fundraising in each of the 50 states and the District of Columbia, and intends to comply will all applicable state and local fundraising laws and regulations. LU does not fundraise for other organizations nor does it use other organizations to fundraise for it, except as described in line 4a and 4b.

Line 15: Connections with Other Organizations

The Mathematics Foundation of America (MFOA), a 501(c)(3) tax-exempt organization, serves as the fiscal agent for Learning Unlimited, Inc. (LU). All potential LU donors are instructed to direct their contributions to MFOA and to specify that funds be used to support LU. MFOA does not charge LU a fee for this service, and the arrangement will be terminated when LU receives tax-exempt status. In addition, an LU officer and director regularly serves as a paid summer staff counselor at an MFOA-sponsored math program and is currently a candidate for MFOA's board of directors.

Part IX

A. Statement of Revenues and Expenses

As noted previously, income reported in column (b) originated completely from Learning Unlimited, Inc.'s (LU's) fiscal agent, the Mathematical Foundation of America (MFOA) and represents donations and grants made to MFOA in support of LU. Income projections reported in columns (c) and (d) are made exclusive of a fiscal agent. Income projections reported in column (a) represent a mix of fiscal agent funding and direct funding based upon LU's anticipated receipt of tax-exempt tax within the current tax year.

Line 9: Gross receipts from services related to exempt purpose

All anticipated gross receipts reported in columns (a), (c) and (d) represent fees for services provided to chapters by LU.

	07/01/10-06/30/11	09/03/09-06/30/10	07/01/11-06/30/12	07/01/12-06/30/13
Equipment rental to chapters			500	1000
Premium or extended IT services for chapters			6000	7000
Online credit card integration for chapters			1500	2000
Background checks for chapters	1200		1200	1800
Teaching supplies rental to chapters	270		400	600
Total	1470	0	9600	12400

Line 16: Disbursements to or for the benefit of members

	07/01/10-06/30/11	09/03/09-06/30/10	07/01/11-06/30/12	07/01/12-06/30/13
Travel (mentoring)	5000	676.47	10000	17000
Meals (mentoring)	300	73.80	400	400
Evaluation (developing survey instruments for chapters)	5000		3000	3000
Teaching supplies (for rental to chapters)	400		40	40
Background checks (service for chapters)	1000		1000	1500
IT (support for chapters)	2000	579.37	3000	3000
Conference for chapters (to share best practices)			2000	3000
Total	13700	1329.64	20400	28900

Line 23: Expenses not otherwise classified

	07/01/10-06/30/11	09/03/09-06/30/10	07/01/11-06/30/12	07/01/12-06/30/13
Travel (conferences)	500		1000	1000
Evaluation (measuring program outcomes)	2000		7000	10000
Filing Fees	950	18.50	400	500
Bank Fees	100	0.64	100	100
Office Supplies	500	347.37	500	600
Insurance	3000		4000	4000
Postage and Postal Services (PO Box, Business Reply Mail license)	500		500	500
IT (for LU)	150	100	200	250
Parents' Programs' Management	1000		2000	2000
Total	8700	466.51	15700	18950

B. Balance Sheets

As noted earlier, the Mathematics Foundation of America is the fiscal agent for Learning Unlimited. MFOA does not disburse funds until requested by LU, and so LU does not have any funds or bank account at this time. MFOA currently has a balance of $16659 in LU-designated funds.

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Teacher Profile: Annie Considine

Annie Considine has always loved Shakespeare and has been in countless performances with Shakespeare and Young Company and the Dean's Men. When she learned that she could teach anything to high school students, the University of Chicago sophomore and a Bard-loving friend jumped at the opportunity.

Annie in a production of *Hamlet*

What Annie didn't realize was that her students, many of whom came to the University of Chicago's Cascade program from under-resourced Chicago Public Schools, would struggle with words like "sorrow" and "ornament."

"It was very shocking—they didn't have much of a modern vocabulary, much less an archaic vocabulary," Annie said.

Annie and her co-volunteer teacher quickly rewrote their curriculum, relying more on YouTube clips and "Elizabethan to English" translations to assist with comprehension and analysis.

Over the course of their five evenings together as a class, Annie's students became more comfortable participating in discussions and pursued her after class to talk about college.

"Students see us as friends more than any schoolteacher could ever be—they saw someone our age teaching and thought that's kind of extraordinary," Annie said.

Soon, LU will centralize lesson ideas from volunteer teachers across its six chapters, so that future volunteer teachers who want to teach Shakespeare, for example, can anticipate some of their students' gaps in content knowledge—and bring a dictionary with them.

What We're Reading

A report from *The Journal of College Admission* suggests that homeschooled students are more successful in college than their non-homeschooled peers. Read a summary of the findings here.

Learn how a middle school in Akron, Ohio developed lesson plans that engaged students while improving test scores, fighting against a national decline in performance on creativity tests.

90-05139355

Splash Chicago was featured in the University of Chicago alumni magazine.

Upcoming Programs

September 19, through May 2011 — Delve at MIT. Courses to prepare for AP exams. Weekly on Sundays. $200, financial aid available.

October 2 — Splash at the University of Chicago, Chicago, IL. Free.

October 2-November 13 — HSSP at Harvard. Weekly on Saturdays. Approximately $30-$40, fee waivers available.

October 19-November 16 — Cascade at the University of Chicago, Chicago, IL. Weekly on Tuesday nights. Free.

November 13-14 — Splash at Stanford University, Palo Alto, CA. $40, fee waivers available.

November 20-21 — Splash at MIT, Cambridge, MA. $30, fee waivers available.

Thank you for subscribing to Learning Unlimited's newsletter, a short, periodic update on a new nonprofit organization dedicated to helping every student find their passion. You are receiving this newsletter because we believe you filled out the subscription box at www.learningu.org or because you filled out a contact card at one of our programs.

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LEARNING UNLIMITED NEWSLETTER

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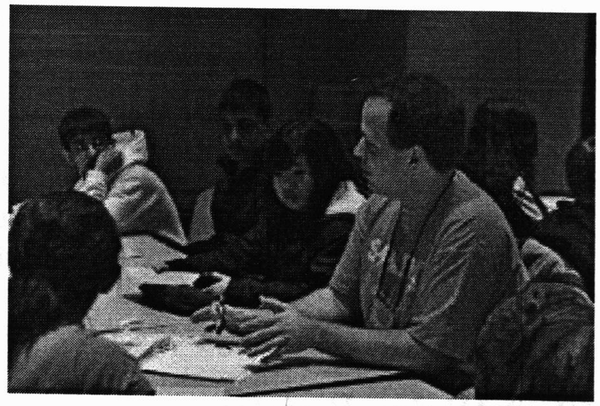
Dear parents, friends, and supporters,



Though school may be out of session, LU is hard at work gearing up for the 2010-2011 school year. We're as busy as ever with the following projects:

- Planning Parents' Programs for Stanford Splash on November 13-14, 2010 and at MIT Splash on November 20-21, 2010.
- Assisting college students in the Boston suburbs and Baltimore/Washington area to host their first Splash programs.
- Building comprehensive evaluation tools for existing Splash programs.
- Strengthening our financial support, through grants, donations, and sponsorships.

We plan to see Splash grow to twenty or more universities by the end of 2012 and thank you for all your support and being a part of our growing endeavor!

Best wishes,

Dan Zaharopol, CEO
Learning Unlimited

Five Ways You Can Help LU

1. **Donate to Learning Unlimited.**

   LU is a grassroots, volunteer-based organization with national impact. It costs us just $10 per student to provide support to our chapters, which we offer for free. Can you make a recurring donation of $10/month to Learning Unlimited to help us meet our fundraising goals?

2. **Vote for us in the MassChallenge competition.**

   We're entering the MassChallenge competition for startups. Can you vote for our elevator pitch? Here's how:

   1. Create a MassChallenge account at http://www.masschallenge.org/. You should select "supporter" as the type of account.
   2. You'll get a confirmation e-mail from MassChallenge.
   3. Log in using the e-mailed link.
   4. Go to http://www.masschallenge.org/competition/team-pitches/learning-

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unlimited to watch our video, and vote on it!

3. **Volunteer for us.**

   Tell us your interests in a short survey and we'll contact you about relevant opportunities.

4. **Like us on Facebook.**

   Visit our page and then click "Like."

5. **Tell your friends about us.**

   Even in the internet age, there's nothing quite like word of mouth. We could use your help in spreading the word about our programs to families in your area as well as across the nation, where we have other Splash programs nearby.

What We're Reading

"Studying Engineering Before They Can Spell It: Many Schools Teach Engineering in Early Grades" New York Times article

Fewer than half of students surveyed claimed being challenged in "most" or "all" of their high school classes. See other results on the High School Survey of Student Engagement.

Upcoming Programs

July 11-August 22 — HSSP at MIT, Cambridge, MA. Continuing classes every Sunday on a wide variety of topics. $20, fee waivers available.

October 2 — Splash at the University of Chicago, Chicago, IL. Free.

November 13-14 — Splash at Stanford University, Palo Alto, CA. $40, fee waivers available.

November 20-21 — Splash at MIT, Cambridge, MA. $30, fee waivers available.

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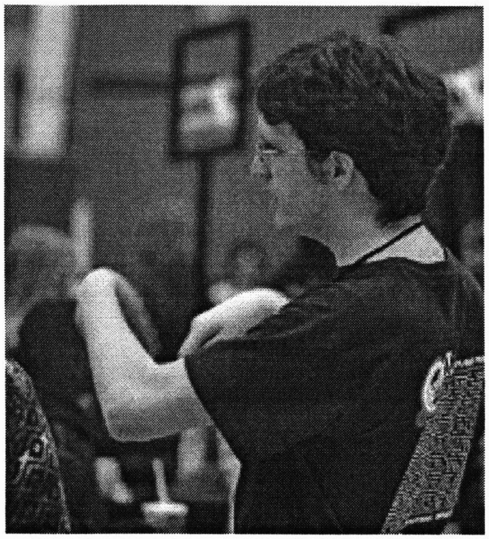
Teacher Profile: Chris Kennedy



Though Chris Kennedy graduated this month from MIT with degrees in physics and chemistry, his tour with MIT's ESP isn't quite up yet. This summer, he'll be teaching "A Whirlwind Tour of Mathematics," which will introduce higher-level math concepts to students who may not have formally studied calculus.

"This class is going to be a lot of fun," Chris said. "I've been putting these ideas together in my head for the past three years."

Chris came to MIT with the desire to teach high school students, but had no formal teaching experience. Over his four years, he has taught over 150 students, including Vincent Lee, MIT Class of 2013, who is now ESP's lead designer. He's now seen his teaching style develop from a more traditional lecture format to a more experimental discovery format.

"I love thinking about how to order my lessons and how to arrange ideas for maximal shock value," Chris said. "It's so satisfying to see students turn over that last stone and have that 'Oh!' moment."

Even though Chris didn't major in math, his love for teaching math and his digging into math research for new ideas has inspired him to consider becoming a mathematics professor. "Were it not for MIT, I'm not sure I would have given thought to pursuing this," he said.

Learn more about Chris and his 21 (!) t-shirts from MIT programs at 21daysofesp.wordpress.com.

What We're Reading

Dan Meyer works for Google when he's not teaching math to struggling middle schoolers. His blog on the mathematics of everyday life is here.

Psychologist Mihaly Csikszentmihalyi discusses the importance of engaging with challenging, enjoyable activities over a lifetime. Listen to a speech by him here.

Upcoming Programs

90-0513935

June 30-August 12 — Junction at MIT, Cambridge, MA. College-level classes on a variety of topics, Monday-Thursday evenings. $600, financial aid available. Application due May 31.

July 11-August 22 — HSSP at MIT, Cambridge, MA. Continuing classes every Sunday on a wide variety of topics. $20, fee waivers available.

October 2 — Splash at the University of Chicago, Chicago, IL. Free.

November 13-14 — Splash at Stanford University, Palo Alto, CA. $40, fee waivers available.

November 20-21 — Splash at MIT, Cambridge, MA. $30, fee waivers available.

Donate to LU

Learning Unlimited provides the resources for college students to run programs like Splash at Stanford, MIT, and beyond. We provide those resources free, but it costs us about $10 per student. Can you please make a recurring donation of $10/month to help us meet our fundraising goals?

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Northwestern Students Hold First Splash

Over 80 students came to Northwestern University in Evanston, IL on a rainy Saturday to learn how to curl, discuss the philosophical underpinnings of videogames, make an origami chessboard, and learn about biomaterials. It was the first-ever Splash at Northwestern, held on April 3 and free to all participants through funding from Northwestern and the National Science Foundation.

Liza Plotnikov, the director of Northwestern Splash, recently graduated from MIT where she had helped direct numerous programs. Already a veteran of program leadership, Liza made use of Learning Unlimited's web support and teacher training materials.

In addition, Liza was inspired for the Northwestern program by visiting the University of Chicago's Splash earlier this fall. "I knew that I could never start up something as big at MIT Splash, but by visiting the University of Chicago and by seeing how they ran their program, I thought, 'Hey, I can do this from scratch, too.'"

Learning Unlimited Pilots Parent Program at Stanford's Spring Splash

On April 17 and 18, Learning Unlimited piloted a parallel program at Stanford Splash that was directed towards parents.

The program was designed to give useful information for families about educational opportunities, college, and balancing the pressures of teenage life, while also giving a taste of the Splash experience with classes specifically for parents on everything from black holes to improvisational acting.

The program's reception was outstanding, with 100% of parents attending saying that they would recommend the program to other parents. "The speakers are wonderful," said one parent on a survey. When asked about the worst parts of the program, "Too short!" said another. The slides from the first talk on finding additional opportunities for your student, as well as the overall schedule of events, is now available on our website: http://www.learningu.org/parents/

In addition, Stanford Splash had a record high attendance, with 929 students, up from 650 students earlier this year. Stanford Splash also provided free transportation to about 100 students from underserved high schools.

90-0575955

University of Chicago Splash hosts Education Conference "Ripple"

The students who organize Splash at the University of Chicago gathered over a hundred hundred teachers, community members, students, and leaders in education to discuss the role of creativity in learning as part of an innovative new conference called "Ripple."

Featured speakers included MIT professor Sanjoy Mahajan who advocates an approach to teaching math based on estimation instead of rote memorization, Tim King, the founder of the Urban Prep charter school network in Chicago (which had 100% of its students gain acceptance to a four-year college last year), and Tim Knowles, the John Dewey Director of the Urban Education Institute at the University of Chicago.

What We're Reading

Are second graders capable of philosophical discussions? This teacher shows they are.

The internet might be changing the face of higher education: Do It Yourself University.

Upcoming Programs

June 30-August 12 — Junction at MIT, Cambridge, MA. College-level classes on a variety of topics, Monday-Thursday evenings. $600, financial aid available. Application required.

July 11-August 22 — HSSP at MIT, Cambridge, MA. Continuing classes every Sunday on a wide variety of topics. $20, fee waivers available.

October 2 — Splash at the University of Chicago, Chicago, IL. Free.

November 13-14 — Splash at Stanford University, Palo Alto, CA. $40, fee waivers available.

November 20-21 — Splash at MIT, Cambridge, MA. $30, fee waivers available.

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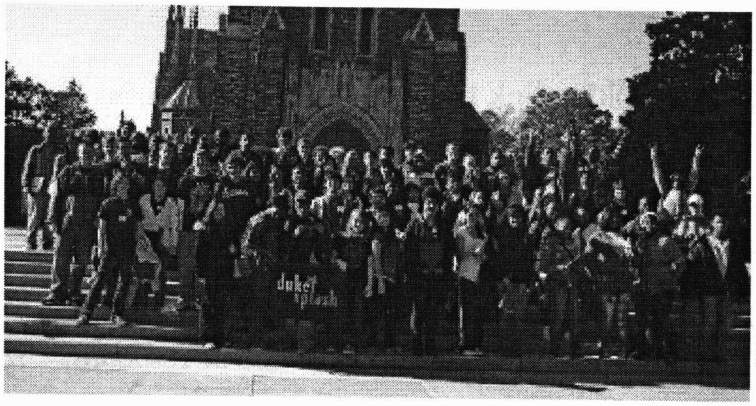
Duke University Students Hold First-Ever Splash



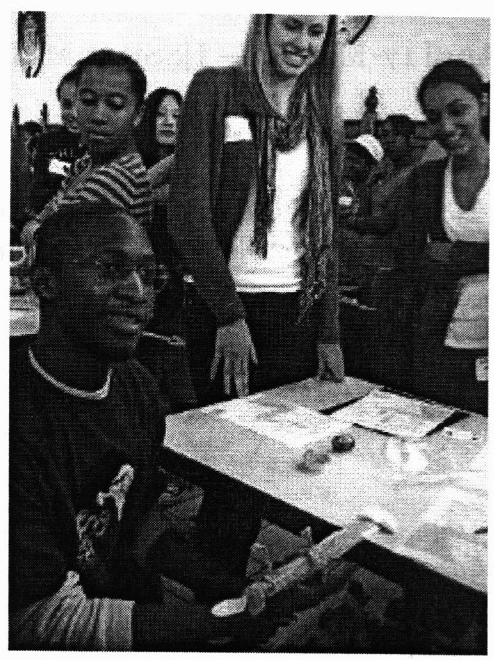
This February, Duke University became the fifth college campus to hold a Splash program, drawing over 120 Durham-area students.

Sophomore Alice Yen, a Benjamin N. Duke Scholar, first heard about Splash through a friend who was contacted by Learning Unlimited (LU), and she became interested in bringing a Splash program to the Triangle area.

"The innovative approach Splash took to extend learning beyond the traditional high school curriculum caught my interest," Yen said.

Yen assembled a team of ten student leaders and twenty volunteer teachers to run Duke Splash. The team was mentored by LU volunteers Daniel Zaharopol and Luke Joyner, but the program was Duke's to design and lead.

"Luke and Dan helped with little details like parking to big picture things like building a solid leadership team," Yen said. The mentorship included e-mails, phone calls, website support and maintenance, and a week-long on-site visit before and after the program.



Duke's program was the first Splash to include team-building activities along with regular classes. Before lunch, all students together participated in either an engineering challenge or a puzzle-solving competition.

"It's the first time I've ever seen this kind of community at a Splash, and it's because of their unique decision to bring everyone in the same room and share lunch and a learning experience," said Zaharopol, himself a veteran of over twenty Splash programs at five different universities.

By keeping to a tight budget and securing support from the B.N. Duke Foundation and the Jimmy John's sandwich chain, the Duke students ran a free program that attracted a socioeconomically diverse range of students.

Student feedback was overwhelmingly positive. "You should have Splash more often. Definitely more than once a year. Please!" one student wrote.

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Duke looks forward to holding its second Splash in Fall 2010 and building up additional programs.

For more information on Duke Splash, visit http://dukesplash.learningu.org.
To learn more about the B.N. Duke Scholars Program, visit http://www.bnduke.org.

Amazing Web Link

Each newsletter, we will bring you a thought-provoking link to an exceptional discussion about education. Agree or disagree — and we're not taking sides! — we think you'll find this fascinating.

Today's link is from Sir Ken Robinson giving a talk at the TED Conference, a world-famous meeting of minds discussing "ideas worth spreading." The talk is about creativity in schools, and you should absolutely watch it here. Of all the amazing talks at TED, this one has been "most favorited" — either tells you something about the talk or the audience at ted.com, who knows!

Interested in discussing the talk with others? We've started a discussion on our blog.

Upcoming Programs

April 3 — Splash at Northwestern University, Evanston, IL. Free.

April 17 — cSplash at New York University, New York, NY. Free.

April 17 — Splash at Stanford University, Palo Alto, CA. $40, fee waivers available.

April 17-May 15 — HSSP at MIT, Cambridge, MA. $20, fee waivers available.

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MICHAEL SHAW

Home: 7929 214TH ST OAKLAND GARDENS NY 11364-3509
Term: 721 MENLO AVE APT E MENLO PARK CA 94025-4722
msshaw@stanford.edu
(917) 841-8863

Education

The Leland Stanford Junior University — Stanford, CA
PhD, Physics, Expected June, 2012, GPA 3.7/4.0

Massachusetts Institute of Technology — Cambridge, MA
S.B., Physics, S.B., Mathematics, June 2007, GPA 4.5/5.0

Stuyvesant High School *Graduate, Class of 2003* — New York, NY

Teaching Experience

Stanford University — Stanford, CA
Teaching Assistant: Fall 2007 - present
- Teaching experience in active learning environments and laboratories
- Leadership and course development work for introductory astronomy
- Awarded Kirkpatrick Award for Excellence in Teaching

Massachusetts Institute of Technology — Cambridge, MA
Instructor: Fall 2006-Spring 2007
- Lead Instructor for a freshman Electricity and Magnetism Class (8.022 and 8.02)
- Designed and wrote problem sets, exams, and syllabus

City College of the City University of New York — New York, NY
Summer Scholars Academy Teacher: Summer 2005
- Lead instructor on advanced topics in mathematics in the afternoons
- Took over and successfully taught Physics of Sports class halfway through program

Research Experience

Stanford University — Stanford, CA
Graduate Student Researcher: Fall 2007 - present
- Multiwavelength studies of blazars–rapidly accreting supermassive black holes
- Observational and Computational Experience, with a wide variety of data
- Member and active participant in the 300+ scientist Fermi LAT Collaboration for gamma ray astrophysics

Massachusetts Institute of Technology — Cambridge, MA
UROP Researcher: Fall 2006-Spring 2007
- Studied gravitational waveforms from inspiraling neutron star collisions
- Built C and MATLAB codes to simulate waveforms from analytic and numerical models

Harvard-Smithsonian Center for Astrophysics — Cambridge, MA
REU Researcher: Summer 2006

American Museum of Natural History — New York, NY
Research Associate: Summer 2004
- Evaluated spectral line analysis and fourier decomposition from a computational framework
- Advised and mentored other summer research interns–oversaw a series of talks and help sessions

Skills and Leadership Activities

MIT Educational Studies Program — Cambridge, MA
Chairman and President, Spring 2004 - Fall 2006
- Ran and organized volunteer program: $150,000+ annual cashflow, 5,000+ students at 1000+ classes
- Successful expansion to Stanford University in Spring 2008

College Board — New York, NY
Former Member, Academic Assembly Council and Advisory Panel on Student Concerns
- Position to influence national policy on AP courses and standardized tests
- Strong Advocate of increased mathematics and science in high schools

SLAC National Accelerator Laboratory Users Organization — Menlo Park, CA
Member
- Successfully lobbied Congress for supplemental funding for science in FY '08

Computer Languages:
- Proficient in C, C++, HTML, LaTeX, UNIX Shell scripts, IDL, IRAF
- Familiar with Scheme, PHP, SQL, Matlab, Fortran, MPI, Python

Learning Unlimited

90-0513935

Yalu Wu

351 Harvard St, Cambridge, MA 02138 ▪ (302) 252-7764 ▪ yalu@alum.mit.edu

EDUCATION

Massachusetts Institute of Technology – GPA 4.5/5.0 — **Cambridge, MA**
B.S. Economics — *June 2009*
B.S. Management Science, Concentration in Operations Research — *June 2009*
Music Minor

International Baccalaureate at Bartow High School – GPA 4.0/4.0 — **Bartow, FL**
International Baccalaureate Diploma, Bartow High School Diploma — *May 2005*

SAT I: Math: 760, Verbal: 780 | SAT II Writing: 770, Math: 780, Physics: 740

EXPERIENCE

Citigroup Global Markets Inc. — **New York, NY/Boston, MA**
Investment Banking Analyst, Infrastructure Group, Public Finance/Municipal Securities Division — *July 2009-Present*
- Created financial models using linear optimization to most effectively structure bonds at market rates.
- Presented quantitative financing solutions to clients in transportation, stadium, hotel, water, and sewer sectors.
- Completed analysis and modeling for Public-Private Partnership (P3) and ARRA funded transactions.
- Assisted in execution of over $2B in transactions by preparing proposals, investor pitches and deal coverage.

Science Club for Girls (Non-Profit) — **Boston, MA**
Assistant to the Executive Director — *September 2008-June 2009*
- Created annual reports, prepared grant applications, brochures and marketing materials.
- Assisted in organizing and executing the Catalyst 2009 event, a sponsorship, fund raising and award ceremony.

American International Group — **Paris, France**
Finance and Accounting Intern — *June-Aug 2008*
- Conducted a cost-benefit analysis for the use of eXtensible Business Reporting Language (XBRL) in AIG Europe's financial reporting process.
- Worked with an international team to consolidate and create a standardized the European Chart of Accounts across different European nations.

Eaton Corporation — **Pittsburgh, PA**
Technical Marketing Intern, Utilities and Aftermarket Sales Groups — *May 2007-Aug 2007*
- Discovered 16MM for sales of Eaton/Westinghouse equipment in replacement or upgrade.
- Developed a sales tool model for Utility Sales Representatives focused on Duke Energy.
- Assessed feasibility of an eCommerce platform for the Network Protector product line.

Altman Vilandrie & Company (Telecommunications Consulting) — **Boston, MA**
Intern Analyst — *Jan 2007*
- Diagnosed customer inquiry problems through creating a multidimensional survey for company managers.
- Teamed with a senior analyst, consultant and director to determine solutions for improved efficiency.

COURSEWORK

Transportation & Logistics, Finance Theory, Optimization, Int. Macroeconomics, Int. Microeconomics, Probability, Statistics, Game Theory, Econometrics, Introduction to Operations, Accounting, Development Economics, Labor Economics, Public Finance

LEADERSHIP/VOLUNTEER

Learning Unlimited (Non-Profit Startup) — **Cambridge, MA**
Board of Directors, Volunteer — *September 2009-present*
- Coordinated across colleges programs offering unconventional courses taught by college students.
- Worked closely with CEO and staff members on Chapter expansion issues and opportunities.

MIT Development Lab — **Lunsar, Sierra Leone**
Student Researcher — *January 2009*
- Designed and prototyped technological solutions to improve conditions in rural communities.

SKILLS

TECHNICAL: Excel, Excel Solver, Powerpoint, Word, Access, STATA, What's Best! (Lindo Systems Optimization tool), DBC Finance (bond pricing), Bloomberg, eMaxx (Reuters), SDC (Reuters), Java, Cognos Powerplay. LICENSES: Series 7 and 63

LANGUAGES: Conversational Chinese (Mandarin, Shanghainese) and French, Basic German and Japanese

CITIZENSHIP: US Citizen

Learning Unlimited

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ANYA THETFORD

anyuta@uchicago.edu ▪ anyathetford@gmail.com
school: 5551 S. Kimbark Ave. #2, Chicago, IL 60637 ▪ *mobile:* (724) 494.4564
home: 159 Monastery Lane, Ellwood City, PA 16117 ▪ *phone:* (724) 752.0958

EDUCATION

The University of Chicago, Chicago, IL ▪ A.M. in Social Service Administration expected June 2011; GPA 3.6
The University of Chicago, Chicago, IL ▪ A.B. in Psychology June 2010; GPA 3.7
The University of Jordan, Amman, Jordan ▪ The University of Jordan Language Center Summer Session 2007; Certificate of completion of 8-week Arabic program at 4th year level; final grade: A+ (95%)

SELECTED AWARDS AND HONORS

Student Laureate: award presented by The Lincoln Academy of Illinois to one senior from each of the participating four-year Illinois universities for excellence in curricular and extracurricular activities, November 2009
SSA Graduate Scholarship: partial tuition scholarship awarded upon acceptance by Scholarship Committee, July 2009
Student Marshal: appointed by the President of the University in recognition of excellent scholarship and leadership; the highest honor conferred by the University upon undergraduate students, May 2009
Maroon Key Society: society of student advisers to the Dean selected on the basis of scholarship and leadership, May 2009
Foreign Language Acquisition Grant (FLAG): University of Chicago $2000 grant for 8-week Arabic session, summer 2007
University Scholarship: 4-year merit undergraduate scholarship awarded by the University of Chicago, spring 2006

SELECTED LEADERSHIP EXPERIENCE

Board member, Learning Unlimited, Boston, MA, April 2009-present
• founding board member of non-profit which supports groups of college students who run educational programs for middle and high school students

Board member, Splash! Chicago, Chicago, IL, April 2007-present
• assist in creation and organization of free educational programs (Splash and Cascade) for area high school students
• recruit, train, and coordinate teachers and volunteers for the Splash and Cascade 2008-2009 programs

SELECTED WORK EXPERIENCE

Intern, Cristo Rey Jesuit High School, Chicago, IL, August 2010-present
▪ manage caseload of approximately 120 students, checking in with each student twice per school year
▪ provide more specialized services and counseling to smaller group of students as needed/requested

Intern, Esperanza Community Services: Esperanza School, Chicago, IL, October 2009-June 2010
▪ assist in classrooms and social work sessions; co-facilitate behavior management group for students with disabilities

Intern, International Orthodox Christian Charities, Amman, Jordan, June 2009-September 2009
▪ conduct needs assessment of Iraqi refugee population; research grant opportunities; assist in program evaluation

Research Assistant, Goldin-Meadow Lab, University of Chicago Dept. of Psychology, Chicago, IL, Sept. 2008-June 2009
▪ collect, transcribe, and analyze bilingual (English / Spanish) speech and gesture data; under Dr. Matt Carlson

Research Assistant, Levine Lab, University of Chicago Center for Early Childhood Research, Chicago, IL, Jan.-April 2008
▪ transcribe and analyze bilingual (English / Spanish) audio files using CHAT; under Dr. Perla Gámez

Full-time Resident Volunteer, Hogar Rafael Ayau, Guatemala City, Guatemala, CA, summers 2004, 2006, 2008, 2010
▪ music instruction, grades 1-6; assisted in the orphanage school's curriculum and teacher assessment; mentored youth

Learning Unlimited 90-0513935

J.D. Zamfirescu-Pereira

5620 Broadway, Oakland, CA, 94618—zamfi@alum.mit.edu—(415) 868-5397

About Me

I am a successful technology entrepreneur with over five years of software and product development experience.

Work

Senior Software Engineer, **Google, Inc.,** Sydney, Australia & San Francisco, CA — *December 2009-present*

Google App Engine: Assisting in the development of App Engine for Business.

Google Wave: Led development of the Wave open source effort, including development of a simple, fully open source web client using underlying Wave technologies.

Co-founder and CTO, **AppJet, Inc.,** San Francisco, CA — *October 2007-December 2009*

Co-founded a successful technology startup; AppJet developed EtherPad, a web-based real-time document collaboration application, and raised over $700K from angel investors before being acquired by Google, Inc.

Major engineering accomplishments include:

Developing an all-in-one solution for hosting and distribution of web applications written in JavaScript and Java.

Building and deploying the web server infrastructure for AppJet and EtherPad.

Inventing a "Comet"-style real-time update infrastructure for web browsers, using only JavaScript on the client.

Software Engineer, **Google, Inc.,** New York, NY — *August 2006-October 2007*

Led development of backend of Google Health.

Trimmed and simplified the codebase, easing deployment and significantly reducing operating costs.

Teaching

Stanford ESP & **MIT ESP,** Cambridge, MA & Palo Alto, CA — *2001-present*

Taught Splash and HSSP classes on everything from computer science, programming, and computer networking, to photography and failure. My computer-related classes consistently receive high scores in evaluations, and are often listed among students' favorites.

MIT SIPB IAP, Cambridge, MA — *Winter 2008*

Taught class on how to program using AppJet.

MIT EECS Department, Cambridge, MA — *Fall 2005*

Teaching Assistant for 6.001, EECS's introductory CS course. Duties included teaching 6 tutorial sections per week of 5 students each, grading projects and exams. Rated 6.7/7 by students. Quoting one: "[J.D.] is awesome."

Programming

Extensive experience writing C, C++, Java, Scala, and JavaScript code for launched products in production environments, including AppJet, EtherPad, Google Health, Google Wave, and Google App Engine. As a real artist, I ship.

Additional experience writing Python and PHP code, and administering and maintaining MySQL databases on Linux and Mac OS X.

Education

Massachusetts Institute of Technology, Cambridge, MA — *2001-2006*

Master of Engineering degree in Computer Science

Thesis title: Measuring the Performance of a Distributed Quota Enforcement System for Spam Control.

Bachelor of Science degree in Computer Science

Graduate coursework included Distributed Systems, Operating Systems, Computer Networks, Artificial Intelligence, and Computation Theory.

GPA: 5.0/5.0

Columbia University & **CUNY Hunter College,** New York, NY — *2000-2001*

Coursework in Mathematics, Astrophysics, and Computer Theory while in high school

Hunter College Campus Schools New York, NY — *1988-2001*

National Merit Scholar, A.P. Scholar with Distinction, and winner of the Miriam Burstein award for commitment to the life of the mind.

Research

MIT CSAIL, Network & Mobile Systems group, Cambridge, MA *May 2004-June 2006*

Analyzed a system for spam reduction using "electronic stamps" and distributed quota enforcement. My contributions appear in Distributed Quota Enforcement for Spam Control, by M. Walfish, J. Zamfirescu, *et al*, in the proceedings of the *USENIX Symposium on Networked Systems Design and Implementation*, in San Jose, CA, May 2006.

Developed a prototype system for mobile-assisted localization of nodes in a sensor network.

MIT Media Lab, Physical Language Workshop, Cambridge, MA *Summer 2004-Spring 2005*

Developed a voice-controlled magazine viewer.

Created an interface for a voice message bank.

MIT A.I. Lab, Genesis project, Cambridge, MA *Jan. 2002-May 2004*

Collaborated on a method for translation between several representations of the world.

Assisted in the creation of a system in Java that visualizes simple English phrases such as "The bird flew to the pole."

Volunteering

Founding Member of the Board of Directors of Learning Unlimited, Inc., and educational non-profit leading a movement of college students teaching high school students everything and anything. *2009-present*

Assisted in the re-creation of Stanford ESP *2008-present*

Teacher of classes in Computer Architecture, Computer Systems, and Computer Programming for MIT ESP and Stanford ESP. *2002-present*

Co-director of the High School Studies Program at MIT ESP. *Summer 2005*

Opinion writer for *The Tech*, MIT's oldest student newspaper. *2001-2003*

Personal Interests Computer systems; effective product design; leadership; and education.

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Catherine Havasi

EMPLOYMENT

Massachusetts Institute of Technology, Cambridge, Massachusetts USA

Postdoctoral Associate, MIT Media Lab **Summer 2009 – present**

EDUCATION

Brandeis University, Waltham, Massachusetts USA

Ph.D., Computer Science, June 2009
Discovering Semantic Relations Using Singular Value Decomposition, Advisor: James Pustejovsky

Massachusetts Institute of Technology, Cambridge, Massachusetts USA

M.Eng., Computer Science, Spring 2004
Bayesian Modeling of Manner and Path Psychological Data, Advisors: Robert Berwick and Jesse Snedeker

S.B., Computer Science and Computer Engineering, Spring 2003

PUBLICATIONS

[1] Catherine Havasi, Robert Speer and James Pustejovsky *Coarse Word-Sense Disambiguation Using Common Sense*. To appear in the Proceedings of the AAAI 2010 Symposium on Common Sense Knowledge.

[2] Catherine Havasi, Robert Speer and Justin Holmgren *Automated Color Selection Using Semantic Knowledge*. To appear in the Proceedings of the AAAI 2010 Symposium on Common Sense Knowledge.

[3] Erik Cambria, Robert Speer and Catherine Havasi *SenticNet: a Publicly Available Semantic Resource for Opinion Mining*. To appear in the Proceedings of the AAAI 2010 Symposium on Common Sense Knowledge.

[4] Catherine Havasi, Robert Speer, and Jason Alonso *Reducing the Dimensionality of Data Streams using Common Sense*. Proceedings of the 2010 Workshop on Collaboratively-built Knowledge Sources and Artificial Intelligence.

[5] Jason Alonso, Kenneth Arnold, and Catherine Havasi *Envisioning a Robust, Scalable Metacognitive Architecture Built on Dimensionality Reduction*. Proceedings of 2010 AAAI Workshop on Meta-Cognition.

[6] Robert Speer, Catherine Havasi, and Harshit Surana *Using Verbosity: Common Sense Data from Games with a Purpose*. Proceedings of the 23rd International FLAIRS Conference, May 2010.

[7] Robert Speer, Catherine Havasi, Nichole Treadway, and Henry Lieberman *Finding Your Way in a Multi-dimensional Semantic Space with Luminoso*. In Proceedings of Intelligent User Interfaces, January 2010.

[8] Erik Cambria, Amir Hussain, Catherine Havasi, and Chris Eckl *AffectiveSpace: Blending Common Sense and Affective Knowledge to Perform Emotive Reasoning*. Workshop on Opinion Mining and Sentiment Analysis, November 2009.

[9] Catherine Havasi, Robert Speer, and James Pustejovsky. *Automatically Suggesting Semantic Structure for a Generative Lexicon Ontology*. Proceedings of Generative Lexicon, September 2009.

[10] Catherine Havasi, Robert Speer, James Pustejovsky, and Henry Lieberman. *Digital Intuition: Applying Common Sense Using Dimensionality Reduction*. IEEE Journal of Intelligent Systems, July 2009.

[11] Jason Alonso, Catherine Havasi, and Henry Lieberman. *PerspectiveSpace: Opinion modeling with dimensionality reduction*. User Modeling, Adaption, and Personalization (UMAP), June 2009.

[12] Robert Speer, Jayant Krishnamurthy, Catherine Havasi, Dustin Smith, Kenneth Arnold, Henry Lieberman. *An interface for targeted collection of common sense knowledge using a mixture model*. In Proceedings of Intelligent User Interfaces, February 2009.

[13] Catherine Havasi, Robert Speer, and Jason Alonso. *ConceptNet: A lexical resource for common sense knowledge*. In Recent Advances in Natural Language Processing, Volume 5. John Benjamins Publishers, Amsterdam & Philadelphia, 2009.

[14] Robert Speer, Catherine Havasi, and Henry Lieberman. *AnalogySpace: Reducing the dimensionality of common sense knowledge*. *Proceedings of AAAI 2008*, July 2008.

[15] Catherine Havasi, Robert Speer, and Jason Alonso. *ConceptNet 3: a flexible, multilingual semantic network for common sense knowledge*. In Recent Advances in Natural Language Processing, Borovets, Bulgaria, September 2007.

[16] Catherine Havasi, James Pustejovsky, and Anna Rumshisky. *An evaluation of the Brandeis Semantic Ontology*. In Proceedings of the Fourth International Workshop on Generative Approaches to the Lexicon, Paris, France, 2007.

[17] Ben Wellner, James Pustejovsky, Catherine Havasi, Roser Sauri and Anna Rumshisky. *Classification of Discourse Coherence Relations: An Exploratory Study using Multiple Knowledge Sources*. In Proceedings of the Special Interest Group on Discourse and Dialogue 2006, Sydney, Australia, 2006.

[18] James Pustejovsky, Catherine Havasi, Jessica Littman, Roser Sauri, Anna Rumshisky, and Marc Verhagen. *Towards a generative lexical resource: The Brandeis Semantic Ontology*. Proceedings of the Fifth Language Resource and Evaluation Conference, 2006.

[19] Catherine Havasi, James Pustejovsky, and Marc Verhagen. *BULB: A Unified Lexical Browser*. Proceedings of the Fifth Language Resource and Evaluation Conference, 2006.

[20] Anna Rumshisky, Patrick Hanks, Catherine Havasi, James Pustejovsky. *Constructing a Corpus-based Ontology using Model Bias*. Proceedings of The Florida Artificial Intelligence Research Society Conference, 2006.

[21] Catherine Havasi and Jesse Snedeker. *Investigation of the Development and Plasticity of the Manner-Path Lexicalization Bias in English Speaking Adults and Children*. Proceedings of the International Association for the Study of Child Language, 2005.

[22] Robert Speer and Catherine Havasi. *Meeting the Computer Halfway: Language Processing in the Artificial Language Lojban*. Proceedings of the Student Oxygen Workshop, 2005.

[23] Catherine Havasi and Jesse Snedeker. *The Adaptability of the Manner-Path bias in Children*. Proceedings of the BU Child Language Development Conference, 2004.

[24] Catherine Havasi and Jesse Snedeker. *The Adaptability of Language Specific Verb Lexicalization Biases*. Proceedings of Cognitive Science Society Conference, 2004.

Teaching Experience

Massachusetts Institute of Technology, Cambridge, MA USA
Co-Instructor, Common Sense Reasoning for Interactive Applications — **Fall 2009**

Brandeis University, Waltham, MA USA
Recitation Instructor, Algorithms for Computational Linguistics — **Spring 2009**
Recitation Instructor, Introduction to Artificial Intelligence — **Spring 2008**
Recitation Instructor, Theory of Computation — **Spring 2006**
Teaching Assistant, Computational Cognitive Science — **Fall 2005**
Teaching Assistant, The Internet and Society — **Spring 2005**

Massachusetts Institute of Technology, Cambridge, MA USA
Teaching Assistant, Natural Language Processing — **Spring 2004**

Canada/USA Mathcamp, Tacoma, Washington USA
Visiting Guest Faculty — **Summer 2009**

MIT Educational Studies Program, Cambridge, MA USA
Instructor and Administrator — **Fall 2005 – Present**

Conference Leadership

- *Chair*, CSK 2010: AAAI Fall Symposium on Common Sense Knowledge
- *Program Committee*, FLAIRS 2011
- *Chair*, Story Understanding and Generation for Context-Aware Interface Design.
- *Program Committee*, Intelligent User Interfaces Conference 2008
- *Chair*, Common Sense Knowledge and Goal-Oriented Interfaces.
- *Chair*, Workshop on Common Sense and Intelligent User Interfaces.
- *Program Committee*, Practical Common Sense Workshop 2007

Awards

- *Recent Advances in Natural Language Processing*, Xerox award for best student paper on semantic processing, 2007
- *NSF Graduate Research Fellowship*, 2004

Entrepreneural

Learning Unlimited
A non-profit which enables college students to run outreach programs for middle and high school students.

- Founding member, board of directors — **Spring 2009 – Present**
- Director of Development and Corporate Relations — **Spring 2009 – Present**

Learning Unlimited 40-0513935

Daniel Zaharopol

527 Franklin St.
Cambridge, MA 02139

(217) 649-1100
danz@alum.mit.edu

Summary

Nonprofit entrepreneur with focus in education and mathematics.

Leadership & Work Experience

Founder and CEO, Learning Unlimited, September 2009-present.
Learning Unlimited is a nonprofit organization that supports a network of college student groups educating high school students.

- Led creation of the organization: wrote governing documents, arranged Fiscal Agent relationship with the Mathematics Foundation of America, and completed Form 1023 for tax-exempt status.
- Led expansion from four operating programs to six operating programs in first six months.
- Mentored new programs at Duke University and Northwestern University.
- Led fundraising and development efforts resulting in over $27k of initial support.
- Coordinated teams to produce graphic identity, website, newsletters, and other publicity documents.

Director, Summer Program in Mathematical Problem Solving, April 2009-present.
The Art of Problem Solving Foundation is launching a summer program in 2011 for underserved middle school students with talent in math.

- Arranged partnerships with NYC-area schools, teachers, and community organizations.
- Interviewed dozens of stakeholders in New York City and compiled report to analyze area needs and existing services.
- Prepared $70k budget.
- Negotiated preliminary agreement for hosting at Bard College.

Advisory Board, PhysicsCamp at MIT, August 2010-present.
The Physics Department at MIT is proposing a summer program for high school students in summer 2012.

- Advised on student and teacher recruitment, camp organization and management for a $300k proposal to the National Science Foundation.

Instructor, Canada/USA Mathcamp, 2005-present.

- Developed and taught courses on numerous topics in advanced mathematics and computer science.
- Mentored new instructors on teaching at camp and evaluated instructors for "tenure."

Director of Operations, Canada/USA Mathcamp, 2004-2008.

- Worked with Executive Director to make major camp policy decisions.
- Led hiring committees for camp staff, including instructional staff and the creation of a new "Administrative Coordinator" post.
- Initiated and led project to study effectiveness of student admissions.
- Supervised summer staff of 25 and conducted staff meetings.

Principal Organizer, Graduate Student Topology Conference, 2008.

- Authored successful $20k grant proposal to National Science Foundation.
- Organized logistics for 130 attendees and managed $22k budget.
- Wrote and distributed detailed instructions to future organizers at other institutions.

Chairman, MIT Educational Studies Program, 2002-2004.

- Supervised yearly $150k budget.
- Launched broader publicity efforts and designed improved promotional materials, contributing to a consistent period of program growth from 800 students (in 2001) to 1800 students (in 2007).
- Introduced greater teacher recruitment, support, and retention efforts, contributing to a growth from 80 teachers (in 2001) to 260 teachers (in 2007).

Additional Honors & Achievements

University of Illinois Department of Mathematics NSF VIGRE fellowship (1 semester), department fellowship (3 semesters), research assistantship (1 semester), teaching assistantship (4 semesters).

Brahana TA Instructional Award, University of Illinois Department of Mathematics, 2008.

Top rated instructor, Canada/USA Mathcamp summers 2005-2009.

Todd Anderson Teaching Award, MIT Experimental Study Group, 2004.

Education

University of Illinois, M.S. Mathematics, December 2008. Research specialty in algebraic topology/homotopy theory. GPA 3.96/4.00.

University of Illinois, M.S. Teaching of Mathematics, December 2007. GPA 3.96/4.00.

Massachusetts Institute of Technology, S.B. Mathematics, June 2004. GPA 4.5/5.0.

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Jason B. Alonso

Home Address
11A Jay St Apt 2
Cambridge, MA 02139
617.721.7407

Office Address
20 Ames St E15-468a
Cambridge, MA 02139
jalonso@media.mit.edu

Education

Massachusetts Institute of Technology, Cambridge, MA
Ph.D. in Media Arts and Sciences, July 2012 (expected)
S.M. in Media Arts and Sciences, July 2008
S.B. in Computer Science and Engineering, July 2004

Recent Work Experience

Volunteer CFO, Learning Unlimited, Cambridge, MA (September 2009-present)
- Selected and implemented accounting and reporting strategies
- Custodian of monetary assets
- Designed and enforced budgets

Research Assistant, MIT Media Laboratory, Cambridge, MA
Personal Robots Group, under Cynthia Breazeal (September 2008-present)
- Artificial Intelligence and Human-Robot Interaction research
- Repackaged and reengineered custom motor controller software
- Conducting research into crowdsourced collection of behavior corpora
- Developing new machine learning models for temporal patterns

Software Agents Group, under Henry Lieberman (September 2007-2008)
- Artificial Intelligence and Human-Computer Interaction research
- Designed new model for building applications that use common sense knowledge
- **Masters thesis**: PerspectiveSpace, a system for discovering and characterizing distinct communities of people by their belief patterns

Tangible Media Group, under Hiroshi Ishii (September 2006-2007)
- Human-Computer Interaction design research

Technical Assistant, MIT Media Laboratory, Cambridge, MA
Tangible Media Group (July 2004-September 2006)
- Designed and prototyped printed circuit boards
- Engineered complex software systems
- Hand-picked and managed team of 13 undergraduate research assistants
- Administered Windows and Linux servers and workstations

Selected Leadership Activities

Learning Unlimited, Cambridge, MA (2009-present)
- Key member of organization from its inception
- Now serving as Volunteer CFO

MIT Educational Studies Program
Treasurer (January 2007-January 2010)
- Developed new high-volume bookkeeping procedures to improve accounting of revenues and expenses and to improve compliance with MIT policies
- Adapted procurement practices to better utilize the services of MIT's financial offices, including Procurement and Accounts Payable
- Mentored new student leaders in handling group finances

MIT Association of Student Activities (ASA) May 2003-May 2004
Treasurer, Association of Student Activities
Chair, Large Event Fund (LEF) Funding Board
Chair, Assisting Recurring Cultural And Diversity Events (ARCADE) Board
Member, Undergraduate Association Finance Board
Member, Graduate Student Council Funding Board
ASA Liaison, Club Sports Council

- Played a central role in the finances and operations of 300+ MIT student groups
- Led efforts to establish clear and fair administrative and disciplinary processes
- Mentored the officers of student organizations and subordinate student governments in establishing and codifying fair and effective procedures

Student Activities Finances Working Group July 2002-May 2003

- Helped establish policies for administering MIT financial services to student organizations.
- Personally drafted the Student Activities Expense Voucher, which served as the official form for MIT administration to accept expense requests from student groups for nearly five years.

MIT Burton-Conner House
Treasurer January 2002-January 2003

- Developed custom database system to conduct double-ledger accounting
- Established policy of strict budget enforcement
- Led the redrafting effort of the house constitution
- Developed web application to allow delegation of accounting and reporting of house financials
- Established reserve fund
- Upon departure, wrote *Association of Residents of Burton-Conner, Bible of the Treasury*, a guidebook to help then-current and future house officers manage house budget cycles

Selected Publications

- J. B. Alonso, K. C. Arnold, and C. Havasi. Envisioning a Robust, Scalable Metacognitive Architecture Built on Dimensionality Reduction. In AAAI-10 Workshop on Metacognition for Robust Social Systems, July 2010.
- J. B. Alonso, C. Havasi, and H. Lieberman. PerspectiveSpace: Opinion Modeling with Dimensionality Reduction. In Proceedings of the 17th international Conference on User Modeling, Adaptation, and Personalization. G. Houben, G. Mccalla, F. Pianesi, and M. Zancanaro, Eds. Lecture Notes In Computer Science, vol. 5535. Springer-Verlag, Berlin, Heidelberg, 162-172.
- C. Havasi, R. Speer, and J. Alonso. Conceptnet 3: a flexible, multilingual semantic network for common sense knowledge. In Recent Advances in Natural Language Processing, 2007. NOTE: This paper won an award for best student paper on semantic processing.
- H. Mitasova, L. Mitas, C. Ratti, H. Ishii, J. Alonso, and R. S. Harmon. Real-time landscape model interaction using a tangible geospatial modeling environment. In Computer Graphics and Applications, volume 26(4), pages 5563. IEEE, July-August 2006.

Skills

Languages:	C++, C, Python, UNIX/Linux shell scripting, and can master any other language as necessary
Frameworks:	Django, OpenGL, Twisted, Numpy/Scipy, and others

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ROSHINI S. ZACHARIAH

905 Main Street, Cambridge, MA 02139 - 781.985.5383 - roshini@mit.edu

EDUCATION

Bachelors of Science
Joint degree in Biological Engineering and Music
Massachusetts Institute of Technology (Class of 2009)
Cambridge, MA 02139

High School Diploma
Boston University Academy (Class of 2005)
Graduated magna cum laude
Boston, MA 02215

RELEVANT CLASSES

Physics (Mechanics and E&M)
Organic Chemistry
Cell Biology
Genetics
Biochemistry
Biological Instrumentation Lab
Intro to Comp. Sci. and Programming (Python)
Differential Equations
Thermodynamics of Biomolecular Systems
Laboratory Fundamentals in Bio. Engineering
Analysis of Biomolecular & Cellular Systems
Molecular, Cellular and Tissue Biomechanics
Fields, Forces and Flows in Biological Systems

RESEARCH & LABORATORY EXPERIENCE

1. Chen Lab: PI – Jane-Jane Chen (June 2009 – present)
   i. Examining the role of heme-regulated inhibitor kinase (HRI) in erythropoesis and studying how HRI regulates proerythroblast development in regular and stress erythropoesis both in adult mice and fetal livers. Use of flow cytometry, FACS, Western blots, QRT-PCR, viral transduction for knockdown and overexpression of key genes and cell staining to determine the role of HRI in microcytic anemia and relieving and aggravating the symptoms of ß-thalassemia. Duties include managing the mouse colony, maintaining the cell lines and performing all workplace safety duties for laboratory.

   Please note: From Oct. 2009 to present, I am the only researcher working in Dr. Chen's lab.

2. Irvine Lab: PI – Darrell J. Irvine (January 2007 – May 2009)
   i. Chemical targeting of polymer-lipid beads to dendritic cells in order to create a prophylactic HIV vaccine by stimulating production of human antibody 4E10. Duties involve immunostaining to target dendritic cells, maintaining mouse cell line (DC 2.4) and rat hybridoma cell line, using FACS and confocal laser microscopy to determine results of immunostaining and peptide implantation.
   ii. Development of *in vitro* system to test vaccines. The Lymphoid Tissue Equivalent culture is a collagen gel impregnated with B-cells, T-cells and dendritic cells suspended in media.

Duties involve isolation of B-cells, T-cells and dendritic cells from whole blood received from human donors; running ELISAs to determine immunoglobulin production of LTE culture; setup and maintenance of LTE culture.

3. National Cancer Institute: Laboratory for Cancer Prevention – Nancy H. Colburn (June 2008 to August 2008)

   Study of human peroxiredoxins and sulfiredoxin in selected cell lines. Used RT-PCR to determine endogenous mRNA expression levels in human embryonic kidney cells and human lung cancer cells. Used co-immunoprecipitation to determine protein-protein interaction between sulfiredoxin and peroxiredoxins. Used silver staining to identify possible novel protein-protein interactions with peroxiredoxins.

4. Khademhosseini Lab: PI – Ali Khademhosseini (October 2006 – December 2006)

   Created fibrin hydrogels and developed micropatterning process that enables creation of hydrogels with features on the scale of 100 micrometers. Experimented with cell viability and longevity in micropatterned hydrogels.

5. West Roxbury Veterans Administration Hospital: PI – Josephine Carew (July 2006 to August 2006)

   Created variation on human Factor VII gene (located in pt7 plasmid) with silent mutation at Histidine 115. Through use of restriction enzymes and ligation, Factor VII gene and promoter were excised from pT7 plasmid and inserted into pED vector to create stable cell line. Experienced with basic benchtop techniques: PCR, agarose gels, restriction enzyme digestion, DNA gel purification, culturing bacteria, DNA ligation and transformation of bacterial cells, plasmid purification, PCR primer design.

6. 6.270 Autonomous Robot Competition (January 2006)

   Part of a team of 3 to design, build, test and debug a Lego robot with an intended goal of pushing balls of a certain color into opponent's playing field. Included experience in mechanical properties of Legos, programming the robot, soldering and debugging electrical hardware (including but not limited to servos, motors, bump sensors and photosensors).

Honors

Merck/BE-BMES Undergraduate Research Poster Session Third Prize

Publications

CCAAT/Enhancer binding protein-β participates in insulin-responsive expression of the Factor VII gene, Audrey A. Jackson, Katherine R. Cronin, **Roshini Zachariah** and Josephine A. Carew: Journal of Biological Chemistry 2007, August 3. M704694200

Lipid-Enveloped Bioresorbable Nanoparticles As Synthetic Pathogens For Vaccine Design, Anna Bershteyn, Tania Chan, **Roshini Zachariah** and Darrell J. Irvine (Poster presented at BioMedical Engineering Society Conference 2007))

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Peroxiredoxins and Sulfiredoxin: Interaction and Expression in Selected Cell Lines, **Roshini Zachariah**, Qiou Wei and Nancy H. Colburn (Poster presented at NIH Summer Poster Festival)

LEADERSHIP EXPERIENCES

Education Studies Program (http://esp.mit.edu):

1. High School Studies Program Director (Spring 2010)
2. Assistant Treasurer (2008 - 2009)
3. Security Director for Splash (2007)
4. Art Director (2008 - 2009)
5. High School Studies Program Director (Summer 2007)
6. SAT Prep Teacher (Spring 2007, Fall 2007)

Medlink (http://web.mit.edu/medlinks/www/)

Medlinks are trained to dispense single doses of over-the-counter medications and answer questions regarding nutrition, sexual health, substance abuse, mental health, and other issues. Medlinks help students determine when to seek medical attention and support. In addition to the role that they play in student residences, Medlinks also promote awareness of larger health issues on campus by organizing community-wide events. The goal of Medlinks is to act as liasons between MIT Medical and the student population.

MIT Wind Ensemble, Flutist and Librarian
Sept 2006 – June 2009

Women's Initiative (January 2008)

Women's Initiative is a program to encourage teenage girls to pursue science and engineering. I was in Montana presenting to multiple high schools and middle schools about women in engineering and science and how women can and should participate in these fields.

COMMUNITY SERVICE

Biological Engineering Co-advisor
Teacher for Educational Studies Program, 2006 - Present
Volunteered at Massachusetts General Hospital, June – August 2002, 2004 & 2009
Volunteered at Juvenile Diabetes Research Foundation Charity Gift Wrap, December 2001 - 2007

ADDITIONAL SKILLS

- Fluent in French
- Experienced with:
  - Programming in Python
  - Mathematica
  - Matlab
  - HTML
- Advanced flautist and pianist

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Learning Unlimited: Conflict of Interest Policy

Article I: Purpose

The purpose of the conflict of interest policy is to protect Learning Unlimited, Inc.'s (the Organization's) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II: Definitions

(1) **Interested Person**: Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

(2) **Financial Interest**: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

  (a) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,

  (b) A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or

  (c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III: Procedures

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

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3. Procedures for Addressing the Conflict of Interest.

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy.

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV: Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

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Article V: Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI: Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflict of interest policy,
b. Has read and understands the policy,
c. Has agreed to comply with the policy, and
d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII: Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII: Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Adopted by resolution of governing board, February 10, 2010

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NETWORK FOR GOOD SERVICES AGREEMENT

This Network for Good Services Agreement ("Agreement") is made and entered into as of the date accepted by You and is by and between Network for Good, a Delaware non-stock corporation recognized as a nonprofit, public charity under sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code ("Code"), having its principal place of business located at 7920 Norfolk Avenue, Suite 520, Bethesda, MD 20814 United States ("Network for Good"), and the corporation whose name, address, and other contact information is set forth on the lines indicated at the end of this Agreement ("You").

THIS AGREEMENT IS EXECUTED ELECTRONICALLY. BY CLICKING "ACCEPT" LOCATED AT THE END OF THIS AGREEMENT, YOU ARE AGREEING TO THE TERMS AND CONDITIONS FOR USE OF THE NETWORK FOR GOOD SERVICES AS SET FORTH IN THIS AGREEMENT. YOU UNDERSTAND THAT YOU WILL BE BOUND BY THESE TERMS AND CONDITIONS. YOU WARRANT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT, AND THAT THIS AGREEMENT IS LEGALLY BINDING ON YOU. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT YOU SHALL NOT PARTICIPATE IN OR USE THE NETWORK FOR GOOD SERVICES, RECEIVE ANY RIGHTS FROM NETWORK FOR GOOD, OR ACCESS OR USE ANY MATERIALS OF NETWORK FOR GOOD.

All Network for Good Services offered on and through its Internet web site and subscribed to by You will be referred to collectively as the "Services."

1. **Access and to the Services.** Subject to the terms and conditions of this Agreement, Network for Good will make the Services available to You and such of Your employees that You identify to Network for Good as authorized to access and use the Services ("Access Holders"). You accept sole responsibility for the use of the Services by You, Your Access Holders, and any other user who gains access to the Services through You or any of Your Access Holders.

   YOU SHALL INDEMNIFY AND HOLD NETWORK FOR GOOD, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS AGAINST ANY LOSS, CLAIM, EXPENSE (INCLUDING COURT COSTS AND ATTORNEY FEES) OR LIABILITY OF WHATEVER KIND ARISING OUT OF THIS AGREEMENT FOR YOUR AND/OR YOUR ACCESS HOLDERS' USE OF THE SERVICES.

   The Services include online help functions and a "Frequently Asked Questions" section to assist You and Access Holders in the use of the Services. Network for Good currently makes customer support and services available to You and Access Holders, at no cost to You, via telephone and email on weekdays between 9:00AM and 5:00PM Pacific time, excluding holidays that are recognized by Network for Good, however, the provision of such services is subject to change, in Network for Good's sole discretion.

   Network for Good reserves the right to review all applications for service that accompany this signed agreement and may approve or reject applications at it's sole discretion.

2. **Data.** You shall be solely responsible for the quality and accuracy of all data that You or Your Access Holders enter into the Services. Except as otherwise provided in this Agreement, as against Network for Good, such data shall be Your sole property. Network for Good shall keep all data pertaining to You and Your Access Holders stored in the Services confidential and shall not disclose such data to anyone except employees, agents, and contractors of Network for Good who need to know the same in order to facilitate the performance of their duties. Network for Good will exercise reasonable care in the protection of Your data and will maintain reasonable data integrity safeguards against the deletion or alteration of Your data. If any data is lost or destroyed because of any act or omission of Network for Good or any noncompliance with Network for Good's obligations under this Agreement, then Network for Good will, at its own expense, use commercially reasonable efforts to reconstruct such data as soon as possible.

Network for Good will store and safeguard storage media containing Your data when in the custody of Network for Good. You acknowledge and accept that the Services will be unavailable when Network for Good is backing up data or undergoing regular system maintenance.

3. **Improvements.** Network for Good may update or otherwise modify the Services at any time for any reason in Network for Good's sole discretion. Network for Good may shut down the Services for maintenance and development work when necessary. You acknowledge that You are familiar with the Services' functions, and that the Services are sufficient without modification to meet Your and Your Access Holders' requirements. Network for Good shall have no obligation whatsoever to customize, modify or improve the Services.

4. **Communications, Member Management and Other Services Provisions.** If You are subscribing to one or more of Network for Good's communications, member management and related services, Section 4 and its subsections apply specifically to You. If You are not subscribing to any of these services, Section 4 and its subsections do not apply to you.

   4.1 The Services contain email services designed to enable You and Access Holders to communicate with others (collectively, "Communication Functions"). You agree (and must require all Access Holders to agree, in writing) to use the Communication Functions only to transmit messages and material that are proper and, when applicable, related to the particular Communication Function. **ANY IMPROPER USE OF THE COMMUNICATIONS FUNCTIONS WILL RESULT IN TERMINATION OF YOUR ACCOUNT.** By way of example, and not as a limitation, You and each Access Holder agree that when using a Communication Function, he, she, or it will not:

   - Use the Communication Function in connection with pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
   - Publish, post, upload, distribute or disseminate any materials that violate any legal rights (such as rights of privacy and publicity, intellectual property rights, or any other legal rights) of others, or otherwise violate any such rights using the Services.
   - Publish, post, upload, distribute or disseminate any profane, defamatory, obscene, indecent or unlawful topic, name, image, material or information.
   - Publish, post, upload, distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes.
   - Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
   - Download any file posted by another user of a Communication Function that You or access Holder, as applicable, knows, or reasonably should know, cannot be legally distributed in such manner.
   - Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
   - Restrict or inhibit any other authorized user from using and enjoying the Communication Functions.
   - Violate any applicable laws or regulations.
   - Create a false identity for the purpose of misleading others.

4.2. **License.** Network for Good hereby grants a limited, worldwide, nonexclusive, nontransferable, and non-sublicensable right and license to access and use the Services to You and Your Access Holders for the term of this Agreement. Network for Good reserves all other rights with respect to the Services that are not expressly granted to You herein.

4.3. **Fees.** You will pay Network for Good a set up fee and a recurring subscription fee. If you use the communication functions and exceed the monthly limit of emails per subscription you will pay additional fees set forth in Network For Good's current pricing schedule. The amount of the set up fee and recurring fees are set forth on Network for Good's current pricing schedule (less discounts, if applicable), which is subject to change, from time to time, in Network for Good's sole discretion. You acknowledge that You have reviewed and agree to Network for Good's current pricing schedule. Network for Good will track Your monthly use of the Services and charge You, on a recurring basis, for the costs incurred during the previous month.

4.4. **Right to Terminate Access.** Network for Good has no obligation to monitor the Communication Functions. However, Network for Good reserves the right to review materials posted to a Communication Function and to remove any materials in its sole discretion. Network for Good reserves the right to immediately terminate any Your or Access Holder's access to any or all of the Communication Functions at any time, without notice, for any violation of the standards set forth above.

4.5. **Rights Reserved.** Network for Good reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Network for Good's sole discretion. In addition, Network for Good has the right to use aggregated data about Your usage of the Services in Network for Good's marketing or other materials.

5. DonateNow Provisions. If You are subscribing to the DonateNow services, Section 5 and its subsections apply specifically to You. If You are not subscribing to the DonateNow services, Section 5 and its subsections do not apply to you. You hereby represent that You are, or are collecting funds as a legally authorized agent of, a Code section 501(c)(3) organization classified as a public charity under Code section 509(a).

5.1. **Obligations.** The contribution to your charity is being made to Network for Good, a nonprofit, donor advised fund, which Network for Good will distribute to You, provided that You are a public charity in good standing with the IRS at the time of the distribution, with such status to be determined by Network for Good in its reasonable discretion. As required by the Code and Internal Revenue Service ("IRS"), Network for Good has exclusive legal control over the donation. During the term of this Agreement, Network for Good agrees to (i) maintain the DonateNow Program, (ii) maintain such functionality as is necessary so that donors can direct donations to You, (iii) collect all donations directed to You, and grant the proceeds thereof, net of the costs and expenses set forth in Section 5.4, to You, (iv) provide an email receipt to each donor, and (v) provide You the ability to view donation information maintained by Network for Good. During the term of this Agreement, You agree to notify Network for Good immediately if there is a material change to any of the information provided on Grantee's application to participate in the DonateNow Program.

5.2. **License to Grantee.** Network for Good hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to (i) access the functionality maintained on Network for Good's secure server through hypertext links incorporated into Your web site solely in accordance with the terms of this Agreement, and (ii) solely in connection with such hypertext links, use the logos, trade names, trademarks, promotional text, DonateNow button design and similar identifying material (collectively, the "Licensed Materials") of Network for Good that Network for Good specifically provides to You for such purpose. You are only entitled to use the Licensed Materials to the extent that You are a member in good standing of the DonateNow Program. Notwithstanding anything to the contrary herein, Network for Good is and shall remain the sole owner of all content on the Network for Good web site and all of the Licensed Materials.

5.3. **General Conditions.** You agree not to use the Licensed Materials in any manner that is disparaging or that otherwise portrays Network for Good in a negative light. Network for Good reserves all of its respective rights in the Licensed Materials covered by the licenses granted in this Section 8. Network for Good may revoke the license at any time by giving You written notice. Other than the licenses granted in this Agreement, Network for Good retains all right, title, and interest in and to its Licensed Materials and all of its other proprietary materials, including any copyrights, trademarks, patents, trade secrets and all other intellectual rights and any goodwill embodied therein, and no right, title, or interest is transferred to You. You agree that Network for Good is the sole owner and/or valid licensee of all of the trademarks, copyright and all other intellectual property contained or embodied in the Network for Good web site and that You shall not have any ownership or any other rights with respect to all or any portion of the Network for Good web site.

5.4. **Grants; Fees.** As required by the Code and the IRS, any donations made using the DonateNow Program are made to Network for Good, a nonprofit donor advised fund, and Network for Good has exclusive legal control over such donations. A donor has the right to recommend to Network for Good that it distribute such donations to You. Network for Good shall grant such donations to You provided that You are a public charity in good standing with the IRS at the time of the distribution, with such status to be determined by Network for Good in its reasonable discretion. As donations are not refundable to the donor, Network for Good retains the right to re-grant donations to another charity if You are no longer in good standing as a public charity with the IRS, if You appear on the Office of Foreign Assets Control (OFAC) list of organizations with suspected ties to terrorism or if You have not cashed checks issued by Network for Good to You within 6 months of the date of issue. Pursuant to the terms of this Agreement, Network for Good shall distribute to you the aggregate amount of the donations that a donor recommends be distributed to You through the DonateNow Program and actually collected by Network for Good, less any amounts retained by Network for Good for processing costs. You shall pay to Network for Good a set up fee and recurring service fees. The amount of the set up fees, and recurring service fees and costs shall be as set forth on Network for Good's then-current pricing schedule (less discounts, if applicable) which is subject to change, from time to time, in Network for Good's sole discretion. You acknowledge that You have reviewed and agree to the current pricing schedule. Each grant shall be made to You within thirty (30) days after the end of each month and shall be accompanied by a statement showing the donations collected and the amount retained by Network for Good. Network for Good shall charge You, for any set up or recurring service fees incurred.

5.5. **DonateNow User Data.** For the purpose of this Section 5, "User Data" shall mean all information collected by Network for Good from any user who makes an online contribution designated for Grantee via the DonateNow Program. "Individually Identifiable User Data" shall mean that subset of "User Data" which can be reasonably used to identify a specific individual, such as name, address and/or phone number. Except as provided herein, all User Data shall be deemed to be jointly owned by Network for Good and You. Without the express permission of the user, Network for Good shall not sell, disclose, transfer, or rent the Individually Identifiable User Data to any third party, or use any Individually Identifiable User Data for its own purposes or on behalf of any third party at any time, including after termination or expiration of the Agreement. Network for Good shall maintain and store all User Data in compliance with its then-current privacy and security policies. Unless You have specifically informed donors of a Privacy Policy that differs from Network for Good's policy, You shall adhere to the Privacy Policy adopted by Network for Good. Network for Good's Privacy Policy can be found on its web site at http://www.networkforgood.org and https://npo.networkforgood.org. You shall publish a Privacy Policy that clearly and fully communicates Your policies on Your web site not later than six months after the date of this Agreement. Network for Good shall release Individually Identifiable User Data to You on a monthly or quarterly basis, as applicable, simultaneous with the statement to be provided to You pursuant to Section 5.4; provided, however, that if You permit anonymous donations and a User elects anonymity, Network for Good shall not disclose such data to You. You shall have access to certain User Data reports through the on-line "My Account" administration services. In the event of service cancellation, you will have access to your user data for a period up to 30 days of the date after cancellation.

5.6. **Cancelled Contributions**

(i) Donor Initiated Credit Card Contribution Cancellations: All donations processed on the Network for Good website are final and may not be refunded.

(ii) Credit Card Company Charge Backs and Disputed Charges: In the event Network for Good receives notification of a charge back or a disputed charge from a credit card company as a result of a donation granted to You:

A. Network for Good will contact the donor via email and carbon copy (cc) You on this email. Network for Good will inform the donor You have partnered with Network for Good to process your online donations, inform the donor how they can continue with their donation, and inform the donor that canceling their donation will require You to refund their contribution to Network for Good.

B. If the donor does not respond affirmatively to continue with their donation or clear the charge back with their bank within thirty (30) calendar days, then You will be required to return the charge back donation amount to Network for Good within forty-five (45) calendar days from the original email notification.

C. Network for Good shall have the right to:

1. Deduct charge back amounts from Your future grant checks until the charge back and related administrative fees are paid in full, if the charge back amount is greater than $100.

2. Terminate any of Your access to Your account, as well as suspend, cancel, or terminate Your account for nonpayment of credit card charge backs.

3. Pursue any necessary legal action in order to recover the disputed charge back amounts. You acknowledge and agree that if Network For Good finds You did not, in good faith, attempt to refund Network for Good with the charge back amount in question, then You will pay for all of Network for Good's expenses (including, but not limited to, courts costs and attorney feeds) related to any legal action initiated for the purpose of recovering the disputed charge back amounts from You.

6. **Ownership of the Services.** As among Network for Good, You and Your Access Holders, Network for Good shall be the sole and exclusive owner of the Services, all materials in respect of the Services supplied to You and Your Access Holders, all new versions, improvements, enhancements, additions and modifications to the Services or such materials, all copyright, patent, trade secret, and other intellectual property rights related to the Services and such materials, and all tangible media on which the Services and such materials are maintained. You and Your Access Holders shall have no claim or right whatsoever in respect of the Services except for the limited license to use the Services granted herein and the return of Your data on the Services as provided herein. You and Your Access Holders may not use, copy, modify, transfer, or make any derivative works of all or any part of the Services, any materials in respect of the Services, or any copy, adaptation, transcription, or merged portion thereof, except as expressly permitted hereunder. If You or any Access Holder undertakes any such prohibited action, Your license shall be automatically terminated.

7. **No Warranties.** NETWORK FOR GOOD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AS TO NON-INFRINGEMENT, THE PERFORMANCE RESULTS OF THE SERVICES, THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, OR THE RESULTS OR EFFICACY OF ANY SERVICES OR ADVICE AS TO ANY MATTER WHATSOEVER. NETWORK FOR GOOD MAKES NO WARRANTIES REGARDING THE EFFECTIVENESS OF THE SERVICES IN FUNDRAISING ACTIVITIES OR COMMUNICATIONS AND MAKES NO REPRESENTATION THAT YOU WILL RECEIVE ANY GRANTS OR DONATIONS AS A RESULT OF YOUR USE OF THE SERVICES. You are responsible for determining whether the Services will achieve Your desired results. Network for Good does not warrant that the Services will be accessible at all times and, further, You understand that the Services may be unavailable during maintenance or at such other times as Network for Good deems necessary. Network for Good's liability to You under this Agreement shall be limited to the aggregate of all amounts paid by You to Network for Good under Sections 4.4 and/or 5.4 (fees) within three (3) months of the date of the applicable claim. You may not bring any action, regardless of form, in connection with this Agreement more than one year after accrual of such action.

8. **Term and Termination.** The term of this Agreement is one year and begins on the date hereof and automatically renews for one year terms thereafter. Network for Good shall have the right in Network for Good's sole discretion to immediately terminate this Agreement at any time, upon written notice to You. You may terminate this Agreement by giving Network for Good at least thirty (30) calendar days prior written notice of such termination and the date on which the termination will be effective.

9. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between the parties pertaining to the matters set forth herein and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

This Agreement shall be executed electronically. If You agree to be bound by the terms of this Agreement, You should review the information set forth above. By checking the agree to **Terms of Service** checkbox and clicking the "Confirm and Submit" button, You represent and warrant that You have read, understand, and agree to all of the terms of this Agreement, are authorized to enter into this Agreement, and that this Agreement is legally binding upon You. Network for Good automatically accepts and agrees to be bound by the terms of this Agreement at the time You click on the "Continue" button. Once this Agreement is completed and accepted, You should print a complete copy for Your records. If You do not wish to agree to be bound by this Agreement, then You must not check the Terms of Agreement and You shall not participate in or use the Network for Good services, receive any rights from Network for Good, or access or use any materials of Network for Good.