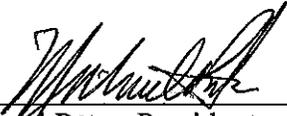


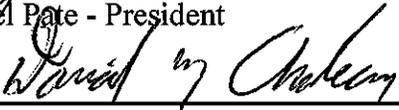
**ACKNOWLEDGMENT OF RECEIPT
OF NOTICE OF MEETING**

The undersigned members of the Board of Education of Millard, District #017, Omaha, Nebraska, hereby acknowledge receipt of advance notice of a meeting of said Board of Education and the agenda for such meeting held at 6:30 P.M. on November 2, 2009, at Don Stroh Administrative Center 5606 South 147th Street Omaha, NE 68137

Dated this 2nd day of November, 2009.



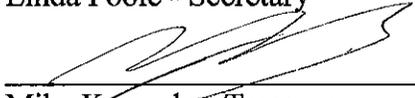
Michael Pate - President



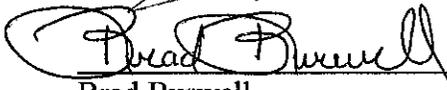
David Anderson - Vice President



Linda Poole - Secretary



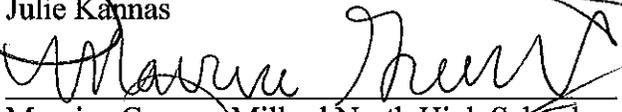
Mike Kennedy - Treasurer



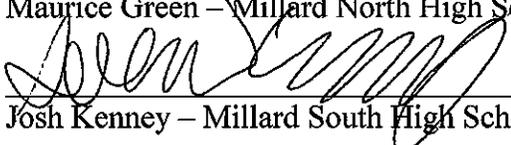
Brad Burwell



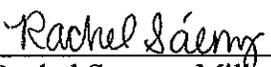
Julie Kannas



Maurice Green - Millard North High School



Josh Kenney - Millard South High School



Rachel Saenz - Millard West High School

**NOTICE OF MEETING
SCHOOL DISTRICT NO. 17**

Notice is hereby given of a Board of Education meeting of School District No. 17, in the County of Douglas, which will be held at 6:30 p.m. on **Monday, November 2, 2009** at 5606 South 147th Street, Omaha, Nebraska.

An agenda for such meetings, kept continuously current are available for public inspection at the office of the superintendent at 5606 South 147th Street, Omaha, Nebraska.

LINDA POOLE,
Secretary

10-30-09

**THE DAILY RECORD
OF OMAHA**

**RONALD A. HENNINGSEN, Publisher
PROOF OF PUBLICATION**

UNITED STATES OF AMERICA, }
The State of Nebraska, } ss.
District of Nebraska, }
County of Douglas, }
City of Omaha, }

J. BOYD

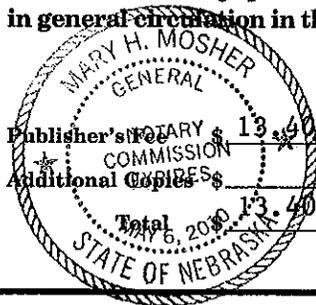
being duly sworn, deposes and says that she is

LEGAL EDITOR

of **THE DAILY RECORD**, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, printed in Omaha, in said County of Douglas, for more than fifty-two weeks last past; that the printed notice hereto attached was published in **THE DAILY RECORD**, of Omaha, on _____

October 30, 2009

That said Newspaper during that time was regularly published and in general circulation in the County of Douglas and State of Nebraska.



Subscribed in my presence and sworn to before
me this 30th day of
October 2009

Notary Public in and for Douglas County,
State of Nebraska

BOARD OF EDUCATION MEETING

NOVEMBER 2, 2009

NAME:

REPRESENTING:

Bryan Lubbers	
James Wimmer	J+B
Brenda Ridder	
Scott Degdale	MANHS
Hidi Penke	Sandoz
Jason Weber	Ans / Leadership Academy
Kelly Ekure	Montclair
Jami	MNMS
Brynn Smith	Sandoy
Judie Jens	MNMS
Sharon Brakley	MNMS
Heleen Katsaris	MNMS
Mary Duraw	
Mandy Muller	Rohwer
Chris Muller	GMS
Dani, Trish Wuelber	
Hilary Sibole	
Carol Marcean	
Sarah Vignac	
Amber King	
Pamela Dunlop	Sandoy

BOARD OF EDUCATION MEETING

NOVEMBER 2, 2009

NAME:

REPRESENTING:

M. & H. E. J.

MWHS

Alison Janecelc

Millard West

Tyler Wara

M. West

John Hachat

Millard West

Laurie Fitzpatrick

Sandoz

Cornia Onderlinck

Sandoz

Chanelle Paschall

Sandoz

Cole Colony

M. West

Jon Wilson

MNWS

Jon Wilson

Sherri Buford

Sandoz

Brett Arnold

MWest

DAN PEREK

MWest

April Will

MHS

Lauren Beard

MWHS

Kate Klumpner

menan weber

Fawn Welch

Anthony Falcone

MWHS

Andrew Kellner

MWHS

BOARD OF EDUCATION MEETING

NOVEMBER 2, 2009

NAME:

REPRESENTING:

Shannon Cooley- Lorette	MSHS
Deb Conyers	Sandoz
Teri Frazier	Sandoz
MaryKrebs	Sandoz
Dawn Wagner	Sandoz
Darin Begley	MNHS
Marylou Fuhler	Sandoz
Lindsay Krobot	Sandoz
Gina Wintaru	Sandoz
David Ferron	DISNEY
[Signature]	ALWHS
Shawn Epstein	Aldrich
Musi Holliger	Aldrich



BOARD OF EDUCATION
MEETING



NOVEMBER 2, 2009

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

BOARD MEETING
6:30 P.M.

STROH ADMINISTRATION CENTER
5606 SOUTH 147th STREET
NOVEMBER 2, 2009

AGENDA

A. Call to Order

The Public Meeting Act is posted on the Wall and Available for Public Inspection

B. Pledge of Allegiance

C. Roll Call

D. Public Comments on agenda items – This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President before the meeting begins.

E. Routine Matters

1. *Approval of Board of Education Minutes – October 19, 2009
2. *Approval of Bills
3. *Receive the Treasurer's Report and Place on File

F. Information Items

1. Employees of the Month
2. Superintendent's Comments
3. Board Comments/Announcements
4. Report from Student Representatives

G. Unfinished Business:

1. Approval of Policy 4005 – Human Resources – Staffing
2. Approval of Policy 4210 – Human Resources – Student Teachers and Practicum Students
3. Approval of Policy 4410 – Human Resources – Employee Identification Badge

H. New Business

1. Approval of Rule 4005.1 – Human Resources – Staffing – Class Size
2. Approval of Rule 4210.1 – Human Resources – Student Teachers and Practicum Students
3. Approval of Rule 4410.1 – Human Resources – Employee Identification Badge
4. Approval of Rule 6320.1 – Curriculum, Instruction, and Assessment – Students: Requirements for Senior High School Graduation
5. Approval of Rule 6320.2 – Curriculum, Instruction, and Assessment – Students: Requirements for Senior High School Graduation – International Baccalaureate Diploma Program
6. Approval of Rule 6330.1 – Curriculum, Instruction, and Assessment – Grading Guidelines for Second – Twelfth Grade
7. *Approval of Rule 6675.1 – Curriculum, Instruction, and Assessment – Exempt Schools: Requests for Programs, Services or Materials
8. *Approval of Rule 6680.1 – Curriculum, Instruction, and Assessment – Nonpublic Schools: Requests for Programs, Services
9. *Approval of Rule 6750.1 – Curriculum, Instruction, and Assessment – Student Fees
10. First Reading of Policy 8111 – Internal Board Policies - Attendance Areas
11. Approval of Resolution Regarding Lease Purchase of Real Estate
12. Approval of Legislative Standing Positions 2010
13. Approval of Personnel Actions: New Hires
14. Litigation (Executive Session)

I. Reports

1. Enrollment Report
2. Personnel Report
3. Foundation Report
4. Program Evaluation for International Baccalaureate Primary Years Programme
5. Program Evaluation for International Baccalaureate Middle Years Programme

J. Future Agenda Items/Board Calendar

1. Committee of the Whole Meeting on Monday, November 9, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
2. Board of Education Meeting on Monday, November 16, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
3. NASB State Education Conference November 18-20, 2009 at Embassy Suites Conference Center, 12520 Westport Parkway
4. Board of Education Meeting on Monday, December 7, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
5. Board of Education Meeting on Monday, December 21, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
6. Board of Education Meeting on Monday, January 4, 2010 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
7. Committee of the Whole Meeting on Monday, January 11, 2010 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
8. Board of Education Meeting on Monday, January 18, 2010 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street

K. Public Comments - This is the proper time for public questions and comments on any topic. Please make sure a request form is given to the Board President before the meeting begins.

L. Adjournment:

All items indicated by an asterisk (*) will comprise the Consent Agenda and may be acted on in a single motion. Items may be deleted from the Consent Agenda by request of any board member.

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

BOARD MEETING
6:30 P.M.

STROH ADMINISTRATION CENTER
5606 SOUTH 147TH STREET
NOVEMBER 2, 2009

ADMINISTRATIVE MEMORANDUM

A. Call to Order

The Public Meeting Act is posted on the Wall and Available for Public Inspection

B. Pledge of Allegiance

C. Roll Call

D. Public Comments on agenda items - This is the proper time for public questions and comments on agenda items only. Please make sure a request form is given to the Board President prior to the meeting.

*E.1. Motion by _____, seconded by _____, to approve the Board of Education Minutes – October 19, 2009. (See enclosure.)

*E.2. Motion by _____, seconded by _____, to approve the bills. (See enclosures.)

*E.3. Motion by _____, seconded by _____, to receive the Treasurer’s Report and Place on File. (See enclosure.)

F.1. Employees of the Month

F.2. Superintendent’s Comments

F.3. Board Comments/Announcements

F.4. Report from Student Representatives

G.1. Motion by _____, seconded by _____, to approve Policy 4005 – Human Resources - Staffing (See enclosure.)

G.2. Motion by _____, seconded by _____, to approve Policy 4210 – Human Resources – Student Teachers and Practicum Students (See enclosure.)

G.3. Motion by _____, seconded by _____, to approve Policy 4410 – Human Resources – Employee Identification Badge (See enclosure.)

H.1. Motion by _____, seconded by _____, to approve Rule 4005.1 – Human Resources – Staffing (See enclosure.)

H.2. Motion by _____, seconded by _____, to approve Rule 4210.1 – Human Resources – Student Teachers and Practicum Students (See enclosure.)

H.3. Motion by _____, seconded by _____, to approve Rule 4410.1 – Human Resources – Employee Identification Badge (See enclosure.)

Administrative Memorandum
 November 2, 2009
 Page 2

- H.4. Motion by _____, seconded by _____, to approve Rule 6320 .1 – Curriculum, Instruction, and Assessment – Students: Requirements for Senior High School Graduation (See enclosure.)
- H.5. Motion by _____, seconded by _____, to approve Rule 6320.2 – Curriculum, Instruction and Assessment – Students: Requirements for Senior High School Graduation – International Baccalaureate Diploma Program (See enclosure.)
- H.6. Motion by _____, seconded by _____, to approve Rule 6330.1 – Curriculum, Instruction, and Assessment – Grading Guidelines for Second – Twelfth Grade (See enclosure.)
- H.7. *Motion by _____, seconded by _____, to approve Rule 6675.1 – Curriculum, Instruction, and Assessment – Exempt Schools: Requests for Programs, Services or Materials (See enclosure.)
- H.8. *Motion by _____, seconded by _____, to approve Rule 6680.1 – Curriculum, Instruction, and Assessment – Nonpublic Schools: Requests for Programs, Services (See enclosure.)
- H.9. *Motion by _____, seconded by _____, to approve Rule 6750.1 – Curriculum, Instruction, and Assessment – Student Fees (See enclosure.)
- H.10. First Reading of Policy 8111 – Internal Board Policies – Attendance Areas (See enclosure.)
- H.11. Motion by _____, seconded by _____ to move adoption of the RESOLUTION AUTHORIZING AND APPROVING A LEASE-PURCHASE TRANSACTION WITH FIRST NATIONAL BANK OF OMAHA, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REMODELING, RENOVATING, EQUIPPING AND FURNISHING AN EXISTING BUILDING TO PROVIDE FACILITIES FOR SUPPORT SERVICES FOR THE OPERATION OF THE DISTRICT AND ITS PROPERTIES; APPROVING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$4,300,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION IN SUCH LEASE; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF CERTAIN PROVISIONS OF THE LEASE; AND RELATED MATTERS (See enclosure.)
- H.12. Motion by _____, seconded by _____, to approve the Legislative Standing Positions for 2010 (See enclosure.)
- H.13. Motion by _____, seconded by _____, to approve Personnel Actions: New Hires (See enclosure.)
- H.14. Litigation (Executive Session)

I. Reports:

1. Enrollment Report
2. Personnel Report
3. Foundation Report
4. Program Evaluation for International Baccalaureate Primary Years Programme
5. Program Evaluation for International Baccalaureate Middle Years Programme

J. Future Agenda Items/Board Calendar

1. Committee of the Whole Meeting on Monday, November 9, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street

Administrative Memorandum
November 2, 2009
Page 3

2. Board of Education Meeting on Monday, November 16, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
3. NASB State Education Conference November 18-20, 2009 at Embassy Suites Conference Center, 12520 Westport Parkway
4. Board of Education Meeting on Monday, December 7, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
5. Board of Education Meeting on Monday, December 21, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
6. Board of Education Meeting on Monday, January 4, 2010 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
7. Committee of the Whole Meeting on Monday, January 11, 2010 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
8. Board of Education Meeting on Monday, January 18, 2010 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street

K. Public Comments - This is the proper time for public questions and comments on any topic. Please make sure a request form is given to the Board President before the meeting begins.

L. Adjournment

All items indicated by an asterisk (*) will comprise the Consent Agenda and may be acted on in a single motion. Items may be deleted from the Consent Agenda by request of any board member.

A meeting was held of the Board of Education of the School District No. 17, in the County of Douglas in the State of Nebraska. The meeting was convened in open and public session at 6:30 p.m., Monday, October 19, 2009, at the Don Stroh Administration Center, 5606 South 147th Street.

Present: Michael Pate, Dave Anderson, Julie Kannas, and Mike Kennedy

Absent: Brad Burwell and Linda Poole

Notice of this meeting was given in advance thereof by publication in the Daily Record on Friday, October 16, 2009; a copy of the publication is being attached to these minutes. Notice of this meeting was given to all members of the Board of Education and a copy of their Acknowledgment of Receipt of Notice and the agenda are attached to these minutes. Availability of the agenda was communicated in advance notice and in the notice of the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

At 6:30 p.m. Michael Pate announced the public meeting Act is posted on the wall and available for public inspection. Mr. Pate asked everyone to say the Pledge of Allegiance.

Roll call was taken and members present were Mike Pate, Dave Anderson, Julie Kannas, and Mike Kennedy. Absent were Brad Burwell and Linda Poole.

Motion by Mike Kennedy, seconded by Dave Anderson, to excuse Brad Burwell and Linda Poole from the meeting, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Dave Anderson, to approve the Board of Education Minutes – October 5, 2009, approve the bills, and receive the Treasurer’s Report and Place on File, upon roll call vote, all members voted aye. Motion carried.

Mike Pate recognized a Boy Scout Troop, who was in attendance working on their Citizenship in the Community badge.

Superintendent Comments:

1. Last week the Millard Schools hosted the National Federation of Urban Suburban School Districts Conference. The main session for the group was a half-day at the Gallup Corporation on Engaged Schools. Everyone was thanked for their involvement in this successful conference, and also the Millard Public Schools Foundation for providing sponsorship for the President’s reception.
2. During December and January updates on the progress of the Superintendent’s goals will be provided to the Board of Education.
3. There will not be a meeting Monday, October 26, 2009.
4. On October 27th the State revenue forecasting board will come out with their projections. The Governor is expected to make a decision on whether to hold a special session of the legislature. Anyone receiving funding from the State of Nebraska will be paying close attention to this decision.

Board Comments:

Dave Anderson thanked all of the Millard staff who helped to make the National Federation of Urban Suburban School District’s conference a success. Mr. Anderson said he heard many positive comments during the conference. Mr. Anderson reported that he has attended other NFUSSD Conferences, and this was the best. He thanked Curtis Case for his involvement in the conference, he appreciated his efforts.

Rachel Saenz, student representative from Millard West High School and Maurice Green, student representative from Millard North High School reported on academic and athletic activities that have taken place at their respective high school over the last few weeks.

Motion by Dave Anderson, seconded by Julie Kannas, to approve Rule 5110.1 – Pupil Services – Transfer of Students within the District, upon roll call vote, all members voted aye. Motion carried.

Dave Anderson reminded everyone, that there will be a Learning Community Sub-District 4 forum on Wednesday, October 21, 2009 at 7 p.m. at Millard South High School.

Julie Kannas provided the first reading of Policy 4005 – Human Resources – Staffing. This policy and corresponding rule will be on the next board agenda for approval.

Motion by Dave Anderson, seconded by Julie Kannas, to reaffirm Policy 4135 – Human Resources – Assignment, Reassignment and Transfer, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Dave Anderson, to approve Rule 4135.1 – Human Resources – Transfer, Change of Assignment, Job Posting, upon roll call vote, all members voted aye. Motion carried.

Dave Anderson provided the first reading of Policy 4210 – Human Resources – Student Teachers and Practicum Students. This policy and corresponding rule will be on the next board agenda for approval.

Mike Kennedy provided the first reading of Policy 4410 – Human Resources – Employee Identification Badge. This policy and corresponding rule will be on the next board agenda for approval.

Motion by Dave Anderson, seconded by Julie Kannas, to approve the PreK-12 Art Frameworks, upon roll call vote, all members voted aye. Motion carried.

Motion by Julie Kannas, seconded by Mike Kennedy, to approve the PreK-12 Physical Education Frameworks, upon roll call vote, all members voted aye. Motion carried.

Reports provided included a Quarterly Summer Projects Report, the Quarterly Operation and Maintenance Report, the Quarterly Food Service Report, and the Graduation Requirements Report.

Future Agenda Items/Board Calendar: A Board of Education Meeting will be held on Monday, November 2, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Committee of the Whole Meeting will be held on Monday, November 9, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, November 16, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. The NASB State Education Conference will be November 18-20, 2009 at Embassy Suites Conference Center, 12520 Westport Parkway. A Board of Education Meeting will be held on Monday, December 7, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, December 21, 2009 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street.

A community member talked to the board in regards to developing a policy that would address protection orders, which would not rely on the judicial system for decisions. He said the decision made by the administration did not give an opportunity for his student to state his side.

Mike Pate adjourned the meeting.



SECRETARY

Millard Public Schools
November 2, 2009

Millard Public Schools

Check Register

10

Prepared for the Board Meeting of November 2, 2009

Check No	Vend No	Vendor Name	Amount
306738	135033	ACKERMAN ELEMENTARY	320.11
306739	020101	LAURIE R BRODEUR	391.40
306740	133617	CONOCOPHILLIPS	7,734.12
306741	137735	HHP-WESTMINSTER LLC	510.03
306743	049850	HY-VEE INC	65.37
306744	065438	MILLARD NORTH HIGH SCHOOL	950.00
306745	099750	NEBRASKA LIBRARY ASSOCIATION	2,920.00
306746	107732	BRIAN L NELSON	31.25
306747	130091	NORTH MIDDLE SCHOOL	1,562.35
306748	071891	PAYFLEX SYSTEMS USA INC	6,520.00
306749	137736	RECRUITING REALITIES INC	350.00
306750	098765	SECURITY BENEFIT LIFE INS CO	14,400.00
306751	135903	CROWN REAL ESTATE LTD PARTNER LLC	465.42
306752	135903	CROWN REAL ESTATE LTD PARTNER LLC	465.42
306753	135903	CROWN REAL ESTATE LTD PARTNER LLC	1,396.26
306754	133969	TENNANT SALES & SERVICE COMPANY	91.84
306767	135036	BRYAN ELEMENTARY	138.60
306770	137742	CITY OF OMAHA PUBLIC LIBRARY FNDDN	250.00
306771	132115	PETTY CASH/YAP	185.51
306775	137708	ABC-CLIO LLC	48.55
306776	130403	ABILITATIONS	1,606.35
306777	131632	AC AWARDS INC	60.00
306778	131806	ACADEMIC SUPERSTORE	25.00
306779	109853	ACCESS ELEVATOR INC.	255.00
306780	130729	ACCONTEMPS	1,621.80
306781	133402	KAREN S ADAMS	44.44
306783	136621	LAURA L AGUILAR	200.70
306784	108351	AIRGAS NORTH CENTRAL INC	15.60
306785	133620	AKSARBEN PIPE & SEWER CLEANING LLC	935.00
306786	136365	ALEGENT HEALTH	4,200.00
306787	010946	JEFFREY S ALFREY	40.00
306788	011051	ALL MAKES OFFICE EQUIPMENT	1,216.50
306789	011185	ALLIED OIL & SUPPLY, INC.	532.13
306790	137609	NOVA RDH INC	3,431.55
306791	136400	ALPINE KILNS & EQUIPMENT LLC	998.50
306792	107651	AMAZON.COM INC	214.40
306793	097090	AMERICAN BOILER COMPANY	2,442.48
306794	106998	AMERICAN LIBRARY ASSOCIATION	558.00
306795	069689	AMSAN LLC	31,335.69
306796	131265	JILL M ANDERSON	52.80
306797	134041	MARTHA A ANDERSON	123.69
306798	101318	ANTHRO CORP	518.70
306799	012980	APPLAUSE LEARNING RESOURCES	36.90
306800	012989	APPLE COMPUTER, INC.	2,410.95
306801	108092	MERRILL COMPANY	564.14
306802	106436	AQUA-CHEM INC	1,055.40

Date: 10/28/09

Millard Public Schools

Check Register

11

Prepared for the Board Meeting of November 2, 2009

Check No	Vend No	Vendor Name	Amount
306803	133770	DIANE ARAUJO	60.94
306804	013496	ASCD	37.00
306805	134235	SARAH A ASCHENBRENNER	117.43
306806	137743	MATTHEW ASCHOFF	87.00
306807	013226	ASI MODULEX	109.50
306808	131183	ASSOCIATION FOR CAREER/TECHNICAL	90.00
306809	013511	ATTAINMENT COMPANY INC	187.95
306810	137664	AUTISM ACTION PARTNERSHIP	150.00
306811	134427	AUTISM ASPERGERS PUBLISHING CO	243.90
306812	102237	AUTO STATION	4,676.32
306813	015805	B & R BLEACHERS INC	2,450.00
306815	109852	BAER SUPPLY	1,818.45
306816	132405	BAG 'N SAVE	17.60
306817	017789	BANCROFT BODY SHOP	496.17
306818	017900	BARCO MUNICIPAL PRODUCTS, INC.	2,008.48
306819	017908	REX J BARKER	110.00
306821	099646	BARNES & NOBLE BOOKSTORE	3,095.03
306822	132608	BARNES DISTRIBUTION	237.90
306823	136885	ARI BARRIENTOS	15.00
306824	107979	LORI A BARTELS	93.00
306825	099749	BAUDVILLE INC	536.72
306826	107540	BRIAN F BEGLEY	74.25
306827	134884	JULIE K BERGSTROM	14.98
306828	134945	NOLAN J BEYER	113.63
306829	130683	BEYOND PLAY	135.52
306831	137140	ANNE M BIRKEL	56.32
306832	019111	BISHOP BUSINESS EQUIPMENT	30,220.96
306833	133364	BLACK & DECKER US INC	175.73
306834	136664	JAMIE L BLYCKER	11.00
306835	137759	BRIDGET A BOARDMAN	39.45
306836	134478	TIFFANY M BOCK SMITH	61.05
306837	130899	KIMBERLY M BOLAN	121.55
306838	137744	CARRIE A BOOMGAARDEN	21.94
306839	099645	HENRY BORENSEN	132.50
306840	019559	BOUND TO STAY BOUND BOOKS INC	12,843.61
306841	019835	BOYS TOWN NATIONAL	1,725.00
306842	130576	PAMELA A BRENNAN	173.25
306843	134244	BREVIS CORPORATION	74.06
306844	020050	BRODART CO.	134.24
306845	137684	BROKEN PENCIL PRODUCTIONS INC	387.50
306846	133824	NANCY A BROWN	64.79
306847	133503	BUILDING COMMISSIONING LLC	1,000.00
306848	020550	BUREAU OF EDUCATION & RESEARCH	450.00
306849	135789	LINDA S BURKE	25.83
306850	134585	KATHLEEN B BURKET	45.05
306851	099431	BUSINESS MEDIA INC	6,255.00

Date: 10/28/09

Millard Public Schools

Check Register

12

Prepared for the Board Meeting of November 2, 2009

Check No	Vend No	Vendor Name	Amount
306852	133215	C & H DISTRIBUTORS LLC	138.09
306853	137274	EILEEN CABRERA	33.06
306854	134350	CAMBIUM LEARNING	125.96
306855	136359	CAMBRIDGE STRATEGIC SERVICES LLC	3,500.00
306856	136308	INTER STATE STUDIO & PUBLISHING CO	709.50
306857	106806	ELIZABETH J CAREY	41.41
306858	023925	CARLEX INC	21.90
306859	023970	CAROLINA BIOLOGICAL SUPPLY CO	58.45
306860	024061	CARQUEST AUTO PARTS	44.00
306861	024052	JOHN T CARROLL	151.04
306862	024067	CARSON DELLOSA PUBLISHING	35.24
306863	131158	CURTIS R CASE	128.20
306864	099284	CASS STREET PUBLISHERS INC	170.00
306867	133589	CDW GOVERNMENT, INC.	122.00
306869	137063	CENTRIFUGE SOLUTIONS LLC	75.00
306870	135648	SUSAN M CHADWICK	30.31
306871	134043	MALCOLM K CHAI	168.30
306873	132271	ERIK P CHAUSSEE	33.55
306874	024445	MARK C CHAVEZ	254.10
306875	106836	KEVIN J CHICK	32.95
306877	132581	CLARITUS	1,350.00
306878	099222	CLASSROOM DIRECT	677.48
306879	132697	CLASSROOM PRODUCTS WAREHOUSE LLC	183.85
306880	025235	DALE CLAUSEN	121.55
306881	137749	STACY S CLAYBOURNE	68.86
306882	131135	PATRICIA A CLIFTON	91.30
306883	136780	LISA L CLINARD	73.40
306884	137741	SCHOOL SPECIALTY INC	38.92
306885	137739	KAREN J COATES	61.05
306886	137013	NANCY S COLE	52.86
306887	134844	COLLAGE VIDEO SPECIALTIES INC	210.35
306888	107482	COLLEGE BOARD/NYO	449.37
306889	022701	SHARON R COMISAR-LANGDON	129.25
306891	135082	OCCUPATIONAL HEALTH CTRS OF NE PC	414.00
306893	102862	CONTINENTAL MATHEMATICS LEAGUE	150.00
306894	026057	CONTROL MASTERS INC	2,505.76
306895	137395	CPI QUALIFIED PLAN CONSULTANTS INC	890.00
306896	026585	CRABTREE PUBLISHING COMPANY	91.69
306897	109021	PATRICIA A CRUM	468.10
306899	099957	CRYSTAL SPRINGS BOOKS	28.05
306900	027345	CURRICULUM ASSOCIATES INC	184.02
306901	100577	CURTIS 1000	15,586.67
306902	130731	D & D COMMUNICATIONS	108.00
306903	131483	JANET L DAHLGAARD	25.96
306904	131003	DAILY RECORD	40.20
306905	136517	WILLIAM DAUGHTRIDGE	48.00

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Check No	Vend No	Vendor Name	Amount
306906	032246	PAMELA M DAVIS	99.00
306907	137746	IAN L DE LAET	135.00
306908	032497	CHERYL R DECKER	77.00
306909	107469	DEFFENBAUGH INDUSTRIES	12,414.08
306910	032800	DEMCO INC	2,153.01
306911	136316	EVA DENTON	17.60
306912	133009	ROBERTA E DEREMER	37.46
306913	137331	BASTIAN DERICHS	36.08
306914	137024	DEVELOPMENTAL SERVICES OF NE INC	2,533.68
306915	130685	VOGEL WEST INC	855.76
306916	099220	DICK BLICK CO	1,778.39
306917	132750	JOHN D DICKEY	66.99
306918	137745	SUSAN DICKEY	366.25
306919	033473	DIETZE MUSIC HOUSE INC	17,384.20
306920	131797	DIRECT ADVANTAGE	28.12
306921	101561	DISCOVER WRITING COMPANY	370.00
306922	107232	DLR GROUP INC	5,997.11
306923	132660	LINDA DONOHUE	62.70
306924	134086	AMBER J DOOLITTLE	54.12
306925	135650	JAY R DOSTAL	70.32
306931	130908	DOUGLAS COUNTY SCHOOL DIST.28-0001	401,895.98
306932	135689	SUSAN M DULANY	85.14
306933	107033	DYNAVOX SYSTEMS LLC	1,811.00
306936	036520	EASTERN NE HUMAN SERVICES AGENCY	16,206.00
306937	052370	ECHO ELECTRIC SUPPLY CO	176.96
306938	131566	ECHO MOTORS & CONTROLS INC	718.86
306939	134991	BRADLEY EDMUNDSON	72.05
306940	037525	EDUCATIONAL SERVICE UNIT #3	2,567.28
306941	130769	EDWARD DON & COMPANY	82.52
306942	101277	EFFECTIVE COMMUNICATION SKILLS INC	1,000.00
306943	133823	REBECCA S EHRHORN	422.19
306944	135425	EINSTRUCTION	395.00
306945	038100	ELECTRICAL ENGINEERING & EQPT CO	7.95
306946	108082	ELECTRONIC CONTRACTING COMPANY	243.50
306947	038140	ELECTRONIC SOUND INC.	628.00
306949	134883	ERIC L ENGSTROM	58.91
306950	137330	EPWORTH VILLAGE INC	4,122.69
306951	099320	EYE ON EDUCATION	45.95
306953	040450	FEDERAL EXPRESS	72.12
306954	131826	ALICIA C FEIST	161.26
306955	133565	STEVE FELICI	53.30
306956	040537	FERGUSON ENTERPRISES INC	406.32
306957	133553	LINDSAY FERGUSON	55.16
306958	131176	STEPHEN A. FERGUSON	55.16
306959	106956	FERRELLGAS	33.64
306960	137748	CHARLIE FERRIN	7.50

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Check No	Vend No	Vendor Name	Amount
306961	133919	FILTER SHOP INC	2,768.87
306962	132001	BETH L FINK	26.55
306963	136031	ESTELLA FINN	179.90
306964	134304	FIRST BANK RICHMOND, NA	1,824.10
306965	109855	SHANNON M FISCHER	37.95
306966	040919	FISHER SCIENTIFIC	1,065.53
306967	041086	FLINN SCIENTIFIC INC	33.98
306968	041098	FOLLETT EDUCATIONAL SERVICES	429.21
306969	041100	FOLLETT LIBRARY RESOURCES	1,809.58
306970	041146	KENNETH J FOSSEN	93.45
306972	041543	AMY J FRIEDMAN	29.04
306973	131494	FULL CIRCLE IMAGE	149.50
306974	134168	ERIC W FULLER	66.50
306975	137663	FUN AND FUNCTION LLC	430.52
306976	043760	GALLUP ORGANIZATION	260.00
306977	043900	GAYLORD BROTHERS INC	741.03
306978	108300	MICHELE L GEHRINGER	149.00
306979	133607	GIBBS M SMITH INC	543.56
306980	136003	MELISSA J GILBERT	14.14
306981	134653	SANDRA J GJESDAHL	87.00
306982	106660	GLASSMASTERS INC	944.50
306983	101562	JANN L GLESMANN	5.23
306985	044891	GOPHER	6,755.67
306986	044896	KAREN A GORDON	29.81
306987	132152	GOVCONNECTION INC	219.90
306988	043609	GP DIRECT	908.10
306989	044950	GRAINGER INDUSTRIAL SUPPLY	3,818.72
306990	044965	KATHERINE A GRAY	97.46
306991	099888	GRAYBAR ELECTRIC COMPANY INC	380.69
306992	134133	JANET L GRIERSON	10.89
306994	133082	VICKI K GRIFFIN	662.47
306995	130083	HARRY S GRIMMINGER	96.80
306997	136046	JODI T GROSSE	204.16
306998	135016	CANDRA R GUENTHER	108.90
306999	132287	CARI J GUTHRIE	15.00
307001	134436	MICHELLE R HALL	39.60
307002	131067	HANDWRITING WITHOUT TEARS	538.75
307003	130085	CAROLYN A HANKE	195.15
307004	136805	JAMES R HANLON	168.85
307006	133748	KATHLEEN A HARDENBERGH	21.65
307007	056820	HARRY A KOCH COMPANY	63,854.00
307008	136458	JEAN M HASTINGS	60.28
307009	048200	HAUFF SPORTING GOODS COMPANY	207.59
307010	132489	CHARLES E HAYES III	22.72
307011	133468	HEALTH EDUCATION NETWORK LLC	179.00
307012	048475	HEARTLAND FOUNDATION	19,043.00

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Check No	Vend No	Vendor Name	Amount
307013	108273	MARGARET HEBENSTREIT PT	137.50
307014	102880	CAPSTONE GLOBAL LIBRARY LLC	23.29
307015	048517	GREENWOOD PUBLISHING GROUP INC	2,702.19
307016	137695	MARTHA L HEITMAN	72.87
307017	133555	ROBERT DOUGLAS HELVERING	200.00
307018	108478	DAVID C HEMPHILL	130.91
307019	099235	HERFF JONES INC	2,087.03
307020	132423	HEWLETT PACKARD CO	4,717.80
307021	048710	LAB SAFETY SUPPLY INC	44.00
307022	134441	HILL, ELAINE	575.59
307023	048840	SUZANNE J HINMAN	114.95
307024	048845	CAMILLE H HINZ	46.26
307025	045329	S & W FOODS INC	184.68
307026	048940	HOBBY LOBBY STORES INC	99.38
307027	130770	HOLIDAY INN EXPRESS	719.60
307028	137576	HOME DEPOT USA INC	1,338.85
307029	095520	LINDA D HORTON	49.38
307030	049650	HOUGHTON MIFFLIN HARCOURT PUB CO	696.39
307031	101558	HOUSTON MONTESSORI CENTER	1,552.90
307032	101533	DIANE F HOWARD	33.72
307033	137687	HEATHER HOWARD	316.80
307034	135781	MARLENE N HUNT	16.62
307035	134807	MONICA A HUTFLES	32.84
307036	133397	HY-VEE INC	1,529.56
307037	132878	HY-VEE INC	563.88
307038	135004	HY-VEE INC	311.92
307039	049850	HY-VEE INC	463.78
307040	049844	HYDRONIC ENERGY INC	22.00
307041	051573	IDEAL PURE WATER	27.00
307042	135502	INDOFF, INC.	283.45
307043	137725	FACTS ON FILE INC/FILMS MEDIA GROUP	160.45
307044	F03011	INTERNATIONAL BACCALAUREATE ORG.	195.50
307045	052150	INTERNATIONAL READING ASSOC	588.00
307046	102958	INTERSTATE ALL BATTERY CENTER	2.67
307048	100928	J.W. PEPPER & SON INC.	2,634.92
307049	131157	CHRISTINE A JANOVEC-POEHLMAN	79.09
307050	054240	HANNELORE W JASA	39.82
307051	136953	JSDO I LLC	497.57
307052	135735	GEORGE W JELKIN	90.20
307053	133059	DEBBIE A JENKINS	138.99
307054	133037	JENSEN TIRE COMPANY	264.29
307056	107039	SHARON KIM H JOHANSEN	33.83
307057	135999	DESIREE K JOHN	70.85
307058	131367	AMANDA J JOHNSON	122.65
307059	136317	KELLY L JOHNSON	11.55
307060	059573	NANCY A JOHNSTON	111.76

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Check No	Vend No	Vendor Name	Amount
307063	026300	JP COOKE COMPANY	241.83
307064	056111	K MART STORE #7493	168.40
307066	133738	KAMAN INDUSTRIAL TECHNOLOGIES	113.16
307067	101224	KAPCO	166.89
307069	137750	HELEN KATSIRIS	87.00
307070	132265	CATHERINE A KEISER	91.52
307071	132272	SUSAN L KELLEY	127.06
307072	131177	ANDREA L KIDD	37.04
307073	132676	DENNIS F KIMBERLIN	262.50
307074	137751	JESSI L KING	87.00
307075	084090	KIWANIS CLUB OF SOUTHWEST OMAHA	500.00
307077	056770	BETTY H KLESITZ	51.15
307079	135946	LARISSA K KNUDSON	43.45
307080	106582	KOHL'S PHARMACY & HOMECARE INC	613.72
307081	107010	EUNICE A KOKRDA	65.45
307082	134607	KONICA MINOLTA PRINTING SOLUTIONS	1,765.00
307083	057683	JANET F KRUGER	66.64
307084	133923	KUBAT PHARMACY/HEALTHCARE	2,158.00
307086	132934	VICTORIA KYROS	210.65
307087	137694	MCKAYLA LABORDE	121.44
307088	137010	CHRISTINA A LAGRONE	43.18
307090	058755	LIDLAW TRANSIT INC	19,152.77
307091	099217	LAKESHORE LEARNING MATERIALS	1,173.05
307092	135257	LANGUAGE LINE SERVICES	259.60
307093	058861	LARRY'S BOILER SERVICE, INC.	158.00
307094	121124	LORENE M LARSEN	60.55
307095	135688	DENISE A LARSON	90.75
307097	102491	LARUE DISTRIBUTING INC	905.80
307099	135156	LAWSON PRODUCTS INC	941.52
307100	130792	LEARNING RESOURCES	108.91
307102	136708	LECTURES DE FRANCE INC	96.55
307103	106469	LEGO EDUCATION NORTH AMERICA	116.49
307104	059470	LIEN TERMITE & PEST CONTROL INC	2,372.50
307105	059577	LINGUISYSTEMS, INC.	327.24
307106	059560	LINWELD INC	3,291.23
307107	133758	KRAIG J LOFQUIST	254.33
307108	133027	TRACY LOGAN	49.00
307109	136315	COURTNEY LOHRENZ	18.32
307110	135754	MICHAEL J LONGACRE	55.16
307111	059866	STACY L LONGACRE	56.65
307112	131397	LOWE'S HOME CENTERS INC	2,195.53
307113	136319	ZACHARY B LOWE	134.75
307114	057770	LRP PUBLICATIONS INC	222.00
307115	060125	LUCKS MUSIC LIBRARY INC	94.00
307116	134568	NATASHA E LUDWIG	29.75
307117	131586	LYMM CONSTRUCTION CO.	2,155.00

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Check No	Vend No	Vendor Name	Amount
307118	099321	MACKIN BOOK COMPANY	4,588.93
307119	132556	MAKEMUSIC INC	364.95
307120	137007	KAREN M MARBLE	85.25
307121	136704	ROBERT A MARCEAU	71.25
307122	133505	SUSAN N MARLATT	68.20
307123	133201	DAWN M MARTEN	14.14
307124	134037	MATHEMATICS LEAGUES INC	60.00
307125	108052	MAX I WALKER	355.47
307128	137752	KIRSHELL M MCCLANNAN	13.49
307129	131101	LAB SAFETY SUPPLY INC	82.10
307131	063349	MCGRAW-HILL COMPANIES	46.91
307132	137014	RYE L MCINTOSH	72.93
307133	063361	ALBERT G MCKAIN	93.17
307134	109819	RENE J MCQUINN	52.80
307135	064260	MECHANICAL SALES INC.	3,867.16
307136	101274	MEDICAL TECHNOLOGIES INC	568.00
307137	121126	PATRICIA A MEEKER	89.27
307138	136314	KORRINDA MENDEZ	119.69
307140	064600	METAL DOORS & HARDWARE COMPANY INC	2,338.00
307142	133403	AMERICAN NATIONAL BANK	7,659.31
307144	136384	JEANNETTE M MEYER	146.75
307145	137740	MID STATES WINDOW TINTING INC	600.00
307146	102870	MIDLAND COMPUTER INC	4,274.23
307147	131309	MIDWEST IB SCHOOLS	300.00
307148	064950	MIDWEST METAL WORKS INC	180.50
307150	065233	MIDWEST TURF & IRRIGATION INC	590.95
307151	065400	MILLARD LUMBER INC	1,133.57
307152	099585	MILLARD MANUFACTURING COMPANY	1,445.00
307153	065410	MILLARD SCHOOLS ADMIN ACTIVITY FUND	966.90
307155	136690	SARAH JEAN MILLER	43.83
307156	137753	MILT'S GOLF CENTER	64.00
307157	136190	LILIANA J MIRANDA-ROBLES	130.00
307158	101158	MONTESSORI N SUCH INC	1,648.41
307159	066083	KAREN F MONTGOMERY	36.03
307161	134532	MORRISSEY ENGINEERING INC	4,600.00
307162	132491	DONITA L MOSEMAN	15.95
307163	066185	MOSS ENTERPRISES INC	356.00
307164	092603	HOLTZBRINCK PUBLISHER LLC	115.66
307165	063150	MSC INDUSTRIAL SUPPLY CO	625.41
307166	131395	DARREN D MYERS	59.40
307167	134953	NATIONAL ASSOC FOR GIFTED CHILDREN	519.00
307168	103012	NATIONAL BUSINESS EDUCATION ASSOC	110.00
307169	067850	NATIONAL PAPER COMPANY INC	123.91
307170	132854	NATIONAL SAFETY COUNCIL	59.00
307171	067910	NATIONAL SCHOOL BOARDS ASSOC	1,550.00
307172	068020	NATIONAL SCIENCE TEACHERS ASSOC	270.00

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307173	137754	MEGAN NAVRKAL	50.14
307174	130548	SCANTRON CORP	864.20
307175	068315	NEBRASKA ACADEMY OF SCIENCES INC	211.00
307176	068334	NEBRASKA AIR FILTER INC	2,130.40
307177	068340	NEBRASKA ASSOCIATION FOR GIFTED	340.00
307179	068415	NEBRASKA COUNCIL OF SCHOOL	1,264.00
307180	068445	NEBRASKA FURNITURE MART INC	164.00
307181	068463	NEBRASKA MUSIC EDUCATORS ASSOC	475.00
307182	068466	NEBRASKA PRINTING CENTER	2,355.09
307183	108364	NEBRASKA SCHOOLMASTERS CLUB	25.00
307184	068737	NEBRASKA SPEECH LANGUAGE & HEARING	567.00
307185	132236	NEVCO SCOREBOARD COMPANY	83.13
307186	069099	CAROL C NEWTON	60.17
307187	069561	LYNNE NEWVILLE	57.75
307188	109843	NEXTEL PARTNERS INC	16,884.21
307191	107723	O'CONNOR COMPANY, INC.	64.50
307192	137755	PATRICIA A O'CONNOR	351.00
307193	133368	KELLY R O'TOOLE	64.35
307195	050042	ANNE M OETH	132.55
307198	100013	OFFICE DEPOT 84133510	7,189.32
307199	070245	OHARCO DISTRIBUTORS	1,086.99
307201	131994	OLSEN SAFETY EQUIPMENT	326.70
307202	135820	LUKE T OLSON	184.50
307206	071024	OMAHA TRACTOR, INCORPORATED	70.62
307207	071040	OMAHA WINNELSON COMPANY	528.30
307208	071053	OMAHA WORLD HERALD (EDUC)	369.78
307209	071050	OMAHA WORLD HERALD CO	759.16
307210	133850	ONE SOURCE	64.00
307211	130092	MARY M OSTERLOH	68.09
307212	107193	OTIS ELEVATOR COMPANY	1,987.44
307213	071190	OVERHEAD DOOR COMPANY OMAHA	269.00
307214	071515	PAINTIN PLACE CERAMICS INC	86.00
307215	102485	CURRENT USA INC	195.87
307216	137015	GEORGE PARKER	136.29
307217	136277	PARKING AREA MAINTENANCE INC	518.00
307218	132006	ANDREA L PARSONS	84.70
307219	108098	ANGELO D PASSARELLI	201.85
307220	135569	CYNTHIA L PAVONE	25.74
307221	071891	PAYFLEX SYSTEMS USA INC	344.00
307223	082652	PEARSON EDUCATION	8,493.00
307224	109831	JANET PELSTER	79.37
307226	107783	HEIDI T PENKE	30.80
307227	072200	PERFECTION LEARNING CORP.	54,868.69
307228	137009	ANGELA J PETERSON	71.67
307229	134365	VICKY L PETERSON	185.90
307230	133390	HEATHER C PHIPPS	15.00

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Check No	Vend No	Vendor Name	Amount
307231	130721	MARY J PILLE	66.00
307232	072760	PITSCO INC	2,063.75
307234	072785	PLANK ROAD PUBLISHING INC	112.04
307235	136376	POOLEY'S PUMPKIN PATCH INC	150.00
307237	132874	POTTERY MAKING ILLUSTRATED	24.95
307238	137593	POWER SYSTEMS INC	549.60
307239	131835	PRAIRIE MECHANICAL CORP	1,816.84
307240	101663	PRESTWICK HOUSE INC	149.95
307241	101892	PRIDE HOME SERVICES INC.	385.00
307242	133745	PRIMEX WIRELESS INC	298.00
307243	073427	PRO-ED INC	463.10
307244	136558	PRUITT INC	8,728.00
307245	073040	PSI GROUP INC	20,000.00
307246	073840	PSYCHOLOGICAL ASSESSMENT	465.77
307247	102652	PUBLIC INFORMATION RESOURCES INC	720.00
307248	137198	QUEST SOFTWARE INC	2,112.00
307249	077750	QUILL CORP	53.94
307250	090673	QWEST	112.44
307251	135861	RABKIN & ASSOCIATES INC	3,850.20
307253	137738	LORI A RAINES	28.77
307254	078280	INDEPENDENCE MOTEL PROPERTIES LP	300.00
307255	134199	JIN OK RANDALL	74.30
307256	137118	LISA M RANDS	79.20
307257	078420	RAWSON & SONS ROOFING, INC.	6,990.00
307258	109810	BETHANY B RAY	145.20
307259	100642	REALLY GOOD STUFF INC	212.86
307260	132808	REBECCA SNYDER SPEECH SERVICES	91.00
307261	133191	MATTHEW K REGA	26.40
307262	134858	JENNIFER L REID	71.28
307263	109192	KIMBERLI R RICE	79.09
307264	079162	KAREN RICHTER	30.09
307265	135748	MARY A RITZDORF	87.00
307266	136847	RIVERSIDE TECHNOLOGIES INC	1,017.00
307267	133549	RJ COOPER & ASSOCIATES INC	165.00
307268	131376	ROBERT BROOKE & ASSOCIATES, INC.	256.78
307269	079295	DALE H ROBINSON	143.72
307270	079310	ROCKBROOK CAMERA CENTER	11,313.47
307271	134882	LINDA A ROHMILLER	30.53
307272	134573	DEB ROLAND	55.16
307273	134990	BRITTANY A ROM	132.00
307274	134081	EILEEN A RONCI	133.65
307275	079440	ROSENBAUM ELECTRIC INC	9,334.00
307276	072286	JEAN M RUCHTI	129.86
307277	130477	KATHRYN I RYAN	40.70
307278	136595	THOMAS J RZEMYK	112.20
307279	101101	SAFETY KLEEN SYSTEMS INC	96.00

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Check No	Vend No	Vendor Name	Amount
307280	137699	SAFETY SPEED CUT MFG CO INC	180.21
307282	136533	SAFEWAY TRANSPORTATION LLC	11,494.75
307283	081495	LEONARD E SAGENBRECHT	334.11
307284	081604	JEFFREY A SALBERG	95.15
307285	081630	SAM'S CLUB DIRECT	1,544.71
307286	081695	SARGENT WELCH	89.50
307287	081725	KIMBERLEY K SAUM-MILLS	170.40
307288	081800	SCHOOL SPECIALTY INC	353.23
307289	131353	HARLAND TECHNOLOGY SERVICES	5,649.97
307290	109806	BRENT J SCHADE	22.17
307291	081880	SCHEMMER ASSOCIATES INC	190.00
307292	106432	KELLI J SCHINSTOCK	69.30
307293	134174	ELIZABETH M SCHMIDT	69.30
307294	137012	SHELLEY L SCHMITZ	105.88
307296	082140	SCHOLASTIC MAGAZINES	6,188.12
307297	082200	SCHOOL HEALTH CORPORATION	45.72
307298	082350	SCHOOL SPECIALTY INC	232.43
307299	082370	SCHOOL-TECH, INC.	11.48
307300	136098	SCHOOLDUDE.COM INC	11,810.23
307301	130851	SEARCH INSTITUTE	356.62
307302	135102	SEAT SACK INC	172.42
307303	082905	KIMBERLY A SECORA	31.19
307304	098765	SECURITY BENEFIT LIFE INS CO	306,160.41
307305	098765	SECURITY BENEFIT LIFE INS CO	3,038.88
307306	082910	SECURITY EQUIPMENT INC	398.00
307307	082941	KELLY M SELTING	122.10
307308	133498	SHARED MOBILITY COACH INC	5,152.75
307309	109800	AMY L SHATTUCK	163.35
307310	137697	LARIA K SHEA	173.36
307311	083175	SHEPPARD'S BUSINESS INTERIORS	87.00
307315	133575	SIGN SOLUTIONS INC	18.00
307316	136137	JULIA C SINIARD	70.13
307318	107093	CHARLENE S SNYDER	31.35
307319	083950	SOCIAL STUDIES SCHOOL SERVICE	297.41
307320	101476	SODEXO INC & AFFILIATES	84,920.43
307321	F03032	SOFTCHOICE CORPORATION	297,328.00
307322	130722	LYON FINANCIAL SERVICES	1,526.35
307323	136434	ANNE SORENSEN	13.86
307324	084064	CAROL A SOUKUP	15.40
307325	084081	SOUTH OMAHA TERMINAL WAREHOUSE CO	563.20
307326	100421	SOUTH/SOUTHWEST YMCA	126.00
307327	131714	JOHN D SOUTHWORTH	44.00
307329	084238	SPECTRUM INDUSTRIES INC	780.47
307330	084326	SPORTIME	200.32
307332	109836	AMY ST AMOUR	116.60
307333	134290	STATE OF THE ART SEMINARS INC	398.00

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Check No	Vend No	Vendor Name	Amount
307334	084415	STANDARD STATIONERY SUPPLY CO	300.64
307335	137481	STAPLES INC & SUBSIDIARIES	1,808.20
307336	137527	MORRISSEY ELECTRIC CO INC	24,333.90
307337	134116	STATE STEEL OF OMAHA	1,383.65
307339	137117	JEANNE STICKNEY	38.82
307340	084630	CYNTHIA F STIGGE	44.65
307343	131522	SUMMER KITCHEN CAFE	153.94
307344	084781	SUMMIT LEARNING	175.72
307345	084907	SUNDERLAND BROTHERS COMPANY	394.21
307346	084930	SUPER DUPER INC	310.61
307347	102869	SUPER SAVER #20	936.09
307348	136870	SUPPORTING EDUCATIONAL EXCELLENCE	8,100.00
307349	084954	SUPREME GRAPHICS/SCHOOL SUPPLY	45.00
307350	084959	JAMES V SUTFIN	155.76
307352	137011	CARRIE A SWANEY	201.30
307353	084985	SWANSON GENTLEMAN HART, INC.	625.00
307354	132417	JAMES D SWITZER	28.05
307355	099302	SYSCO LINCOLN INC	810.47
307356	088654	TARGET	1,507.64
307357	103050	DRAPHIX, LLC	36.12
307359	132974	TEACHING STRATEGIES INC	3,605.25
307360	133969	TENNANT SALES & SERVICE COMPANY	1,628.61
307361	102822	THERAPRO INC	553.64
307362	136381	ANNETTE J THOMAS	16.50
307363	134962	LAURIE R THROCKMORTON	149.90
307364	135006	STEVE D THRONE	57.75
307366	132493	GREGORY E TIEMANN	157.85
307367	132140	TILT GOLF	225.00
307368	136995	ANNE M TIPTON	48.15
307369	136578	PEGGI S TOMLINSON	20.68
307370	106807	JEAN M TOOHER	41.80
307371	136407	MIRWAIS TOOKHI	87.77
307372	131446	TOSHIBA AMERICA INFO SYS INC	15,628.45
307373	131446	TOSHIBA AMERICA INFO SYS INC	1,271.00
307374	089574	TOTAL MARKETING INC	210.30
307375	132138	TOYOTA FINANCIAL SERVICES	528.26
307376	089587	TOYS FOR SPECIAL CHILDREN	220.95
307377	106364	AMERICAN STANDARD INC	198.26
307378	135247	MARIELA J TRIBULATO	229.76
307379	107719	KIMBERLY P TRISLER	39.33
307380	106493	TRITZ PLUMBING, INC.	14,986.33
307381	136110	DONNA R TROMBLA	36.25
307382	132268	LYNNE A TRUMAN	67.82
307383	135505	TY'S OUTDOOR POWER & SERVICE INC	433.12
307384	131819	JEAN R UBBELOHDE	167.75
307385	090678	UNISOURCE	4,868.80

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Check No	Vend No	Vendor Name	Amount
307386	109861	UNITED EQUIPMENT SERVICES CO INC	12,716.55
307387	100096	UNIVERSITY OF NE AT LINCOLN	402.58
307388	068840	UNIVERSITY OF NEBRASKA AT OMAHA	1,392.00
307390	100923	UNL EXTENSION IN DOUGLAS/SARPY CO	471.50
307391	090440	SPORT SUPPLY GROUP INC	49.36
307392	090632	US TOY CO/CONSTRUCTIVE PLAYTHINGS	656.50
307393	131035	KATIE A VAN CAMP	50.49
307394	083340	VERNE SIMMONDS COMPANY	170.00
307395	136318	JENNIFER L VEST	197.74
307396	092323	VIRCO MANUFACTURING CORP	8,229.57
307397	130676	VISITING NURSES HEALTH SERVICES	1,125.00
307398	137539	VISUAL CLICK SOFTWARE INC	355.75
307399	109122	CONNIE L VLCEK	19.88
307400	092600	VOSS ELECTRIC CO	409.80
307401	135678	EMILY MARIE WAGEMAN	110.75
307402	092834	WALKER TIRE INC	460.81
307403	099379	WALL STREET JOURNAL	99.00
307404	093008	BARBARA N WALLER	126.89
307405	131112	LINDA WALTERS	54.84
307406	093650	WARD'S NATURAL SCIENCE EST LLC	91.51
307407	136617	ANTHONY R WARD	1,705.00
307408	136313	DARCY N WARNER	59.79
307409	093765	WATER ENGINEERING, INC.	2,346.00
307410	137757	ADAM D WEBER	100.00
307411	093976	WEEKLY READER CORPORATION	390.00
307412	093978	BECKY S WEGNER	109.34
307416	094130	WENGER CORPORATION	326.00
307417	094174	WEST MUSIC COMPANY	925.55
307418	107563	CAROL M WEST	84.21
307419	094630	WESTONE LABORATORIES	37.20
307420	130510	KIM WHEATLEY	53.30
307421	094751	DEBBY A WHITAKER	243.98
307422	134072	ROBIN L WIAR	5.77
307423	102785	WILLIAM V MACGILL & CO	189.00
307424	136322	TAMARA J WILLIAMS	62.00
307425	137180	LAURA P WIRTH	9.35
307426	136323	STACIE A WITHERSPOON	213.73
307427	137016	ANGELA L WITTE	194.82
307428	109073	CRAIG J WOLF	19.80
307429	132060	WOODBINE HOUSE	59.90
307430	095349	WOODWIND & BRASSWIND OF SO BEND LLC	4.99
307431	130716	SUSAN J WOOSTER	76.56
307432	095362	NANCY R MCGRATH	964.77
307433	095491	GLEN E WRAGGE	326.15
307435	100578	WT COX SUBSCRIPTIONS INC	17,602.64
307436	095674	XEROX CORPORATION (LEASES)	9,088.15

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Check No	Vend No	Vendor Name	Amount
307437	101370	XEROX CORPORATION (ORDERS)	20,991.60
307438	095674	XEROX CORPORATION (LEASES)	5,494.15
307441	137763	YORK PUBLIC SCHOOLS	654.72
307442	136809	MELISSA L ZECHES	13.61
307446	137020	CHAD R ZIMMERMAN	15.40
307447	136855	PAUL R ZOHLEN	39.60
307448	135647	LACHELLE ZUHLKE	43.73
Total for GENERAL FUND			1,980,665.99
22055	043609	GP DIRECT	445.16
22056	109843	NEXTEL PARTNERS INC	223.28
22057	100013	OFFICE DEPOT 84133510	454.51
22058	101476	SODEXO INC & AFFILIATES	667,287.92
Total for FOOD SERVICE			668,410.87
306773	137546	3 COM CORPORATION	18,475.01
306788	011051	ALL MAKES OFFICE EQUIPMENT	731.00
306795	069689	AMSAN LLC	496.55
306830	136978	BIG MUDDY WORKSHOP INC	3,866.19
306847	133503	BUILDING COMMISSIONING LLC	1,500.00
306890	106902	COMMUNICATION SERVICES INC.	5,946.86
306892	135287	CONSTRUCT INC	111,287.95
306926	130648	DOSTALS CONSTRUCTION CO INC	7,160.00
307042	135502	INDOFF, INC.	655.00
307149	131899	MIDWEST STORAGE SOLUTIONS	3,557.58
307328	136932	SPECIALIZED PRODUCTS SERVICE LLC	3,008.00
307396	092323	VIRCO MANUFACTURING CORP	2,348.86
Total for SPECIAL BUILDING			159,033.00
306773	137546	3 COM CORPORATION	3,795.00
306782	132882	PPE INC	1,788.00
306800	012989	APPLE COMPUTER, INC.	0.00
307020	132423	HEWLETT PACKARD CO	8,499.00
307146	102870	MIDLAND COMPUTER INC	1,185.39
307298	082350	SCHOOL SPECIALTY INC	153.60
307314	131887	SIEMENS BUILDING TECHNOLOGIES INC.	10,190.00
Total for CONSTRUCTION			25,610.99
306742	043760	GALLUP ORGANIZATION	90,241.00
306755	068840	UNIVERSITY OF NEBRASKA AT OMAHA	375.00
306766	103085	AMERICAN ASSN TEACHERS OF GERMAN	305.00
306769	049320	HONEYMAN RENT ALL	32.70
306772	130851	SEARCH INSTITUTE	2,220.00
306788	011051	ALL MAKES OFFICE EQUIPMENT	2,223.88
306792	107651	AMAZON.COM INC	33.74
306821	099646	BARNES & NOBLE BOOKSTORE	1,739.65
306848	020550	BUREAU OF EDUCATION & RESEARCH	848.00
306854	134350	CAMBIUM LEARNING	125.96
306865	137666	RENEE CASTEEL	250.00

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Check No	Vend No	Vendor Name	Amount
306868	051572	CENGAGE LEARNING	20.08
306876	137273	CICI'S MIDWEST 101	172.59
306898	137656	KELLI CRUMP	34.24
306926	130648	DOSTALS CONSTRUCTION CO INC	36,740.00
306940	037525	EDUCATIONAL SERVICE UNIT #3	550.00
306948	132395	ELEMENT K CORPORATION	3,845.00
306971	137747	CARRIE FRANK	499.52
307015	048517	GREENWOOD PUBLISHING GROUP INC	4,578.42
307030	049650	HOUGHTON MIFFLIN HARCOURT PUB CO	1,207.81
307037	132878	HY-VEE INC	92.88
307051	136953	JSDO I LLC	193.27
307068	056215	KAPLAN EARLY LEARNING CO	36.57
307090	058755	LAIDLAW TRANSIT INC	778.43
307091	099217	LAKESHORE LEARNING MATERIALS	3,954.08
307100	130792	LEARNING RESOURCES	58.94
307101	137618	WLC LLC	15,979.68
307127	133809	MARY M MCCABE	157.80
307154	065410	MILLARD SCHOOLS ADMIN ACTIVITY FUND	50.00
307178	068340	NEBRASKA ASSOCIATION FOR GIFTED	85.00
307180	068445	NEBRASKA FURNITURE MART INC	83.99
307198	100013	OFFICE DEPOT 84133510	588.16
307222	071353	WARFIELD PCI LIMITED	83.78
307223	082652	PEARSON EDUCATION	63,646.42
307233	137756	ALL THE MARBLES LLC	621.25
307252	078170	RAINBOW PRESS INC	6,329.19
307285	081630	SAM'S CLUB DIRECT	79.02
307296	082140	SCHOLASTIC MAGAZINES	100.60
307301	130851	SEARCH INSTITUTE	792.38
307333	134290	STATE OF THE ART SEMINARS INC	199.00
307351	137230	KATHY A SVOBODA	39.06
307358	132962	CHILDCRAFT EDUCATION CORPORATION	359.60
307359	132974	TEACHING STRATEGIES INC	3,977.64
307365	137168	NATALIE TIEHEN	180.00
307388	068840	UNIVERSITY OF NEBRASKA AT OMAHA	168.00
307389	137712	OREGON UNIVERSITY SYSTEM	250.00
307390	100923	UNL EXTENSION IN DOUGLAS/SARPY CO	785.00
307392	090632	US TOY CO/CONSTRUCTIVE PLAYTHINGS	1,257.46
307396	092323	VIRCO MANUFACTURING CORP	2,229.12
307413	135746	NICOLE K WEIDEMAN	149.91
307432	095362	NANCY R MCGRATH	749.58
307443	137758	JACEN D LEFHOLTZ	3,000.00
307444	101658	ZERO TO THREE NATIONAL CENTER	98.95
Total for GRANT FUND			253,197.35
306788	011051	ALL MAKES OFFICE EQUIPMENT	367.76
306866	133970	CCS PRESENTATION SYSTEMS	1,343.90
306915	130685	VOGEL WEST INC	362.60

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Check No	Vend No	Vendor Name	Amount
306944	135425	EINSTRUCTION	7,476.70
307030	049650	HOUGHTON MIFFLIN HARCOURT PUB CO	0.00
307091	099217	LAKESHORE LEARNING MATERIALS	1,445.55
307130	137614	MCGINNIS CONSTRUCTION INC	4,118.25
307205	070800	OMAHA PUBLIC POWER DISTRICT	7,870.00
Total for DEPRECIATION			22,984.76
306768	032071	JOHN D'ARCY	150.00
306774	136961	ABANTE LLC	3,021.10
306814	016302	BADGE-A-MINIT LTD	174.96
306821	099646	BARNES & NOBLE BOOKSTORE	255.80
306851	099431	BUSINESS MEDIA INC	604.00
306867	133589	CDW GOVERNMENT, INC.	940.00
306872	136132	ABBY CHARVAT	80.00
306910	032800	DEMCO INC	-281.52
306916	099220	DICK BLICK CO	29.89
306934	137587	LEE ANNE EARDENSOHN	20.00
306935	136361	NICHOLAS EARDENSOHN	40.00
306952	136342	KEVIN FALCK	150.00
306984	137760	JIM GLOVER	45.00
306993	137450	TANNER GRIEVE	20.00
306996	136464	RACHAEL GROHN	30.00
307000	135078	SHANNON GUY	54.00
307005	047856	HARCOURT OUTLINES INC	154.48
307020	132423	HEWLETT PACKARD CO	34.80
307021	048710	LAB SAFETY SUPPLY INC	95.40
307048	100928	J.W. PEPPER & SON INC.	58.93
307055	136054	NICK JOBEUN	120.00
307061	134980	ABIGAIL C JORGENSEN	162.00
307062	137448	REILLY JORGENSEN	175.00
307065	137581	MARISSA NICOLE KAHN	27.50
307076	135079	CHRISTIAN KLAIBER	50.00
307078	136767	KYLIE KNEIFL	54.00
307082	134607	KONICA MINOLTA PRINTING SOLUTIONS	760.00
307085	137046	LAURA KUHN	100.00
307091	099217	LAKESHORE LEARNING MATERIALS	168.83
307096	133206	MARK LARSON	90.00
307098	137447	THERESA LATCH	112.50
307126	137762	JILL MC INNIS	37.50
307131	063349	MCGRAW-HILL COMPANIES	864.78
307139	134995	ALYSSA MERKEL	90.00
307143	136921	TYLER MEURET	30.00
307160	137111	SATURNRINA LEE MORRIS	187.50
307189	136345	CHELSEA NIELSEN	140.00
307190	136130	EMMA O'CONNELL	105.00
307194	137588	ERIN OELTJEN	110.00
307198	100013	OFFICE DEPOT 84133510	239.90

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Check No	Vend No	Vendor Name	Amount
307200	137702	STEPHANIE M OLMSTEAD	182.50
307203	099658	OMAHA CHILDRENS MUSEUM	228.00
307204	070700	OMAHA PAPER COMPANY INC.	302.00
307225	135080	JULIE PENGILLY	75.00
307236	079051	POSITIVE PROMOTIONS INC	383.44
307270	079310	ROCKBROOK CAMERA CENTER	2,259.45
307312	137113	BAILEY SHILLER	225.00
307313	083219	SHOPKO STORE #056	28.88
307317	137452	CAMERON SMITH	25.00
307331	134733	SPORTS IMPORTS INC	429.00
307338	136465	JAKE STAUFFER	90.00
307341	137761	ANDREW STIVERS	25.00
307342	137703	MARK D STRAKA	175.00
307356	088654	TARGET	199.25
307391	090440	SPORT SUPPLY GROUP INC	690.27
307414	135522	AMANDA WEIHL	55.00
307415	134999	FAWN WEIHL	108.00
307417	094174	WEST MUSIC COMPANY	2,002.29
307432	095362	NANCY R MCGRATH	249.86
307439	137601	YARD MARKET	260.00
307440	137413	JAMES YONG	37.50
307445	137589	ERICA ZIEMER	60.00
Total for ACTIVITY FUND			17,391.79
307407	136617	ANTHONY R WARD	-68.20
Total for			-68.20
Report Total			3,127,226.55

October 28, 2009

TO: Board Members

FROM: Amy Friedman

RE: Employees of the Month

The Employees of the Month for November are Tonya Dykstra, second grade teacher at Sandoz Elementary and Pat Tomasek, ten-month secretary at Millard North Middle School.

AF:sp

AGENDA SUMMARY SHEET

Agenda Item: Approval of Policy 4005 – Human Resources - Staffing

Meeting Date: October 19, 2009; November 2, 2009

Department: Human Resources

Title and Brief Description: We are updating various Human Resources (4000) policies.

- Policy 4005 Staffing
- Rule 4005.1 Class Size

Action Desired: Approval

Background: We are completing the updating of the Human Resources (4000) policy series. Approval of this policy and rule keeps policies up-to-date.

Options/Alternatives Considered: N/A

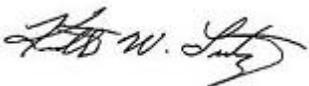
Recommendations: Approve Policy 4005 and Rule 4005.1

Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline:

Responsible Persons: Dr. Jim Sutfin, Executive Director of Human Resources

Superintendent's Signature: _____  _____

~~Personnel~~ Human Resources

Staffing

4005

The Superintendent, or designee, shall recommend to the Board of Education the number of teachers and other personnel necessary to staff the schools. The recommendation shall be based upon several factors, including, but not limited to: state and federal legal requirements and regulations, Board policy and rule, and fiscal responsibility. The recommendation shall be made annually during the budgeting process and may be amended as deemed necessary by the Superintendent, or designee.

Legal Reference: Neb. Rev. Stat. §79-501

Related Policies & Rules: 4005r.1

Policy Adopted: January 21, 2002

[Revised: November 2, 2009](#)

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

Agenda Item: Approval of Policy 4210 – Human Resources – Student Teachers and Practicum Students

Meeting Date: October 19, 2009; November 2, 2009

Department: Human Resources

Title and Brief Description: We are updating various Human Resources (4000) policies.

- Policy 4210 Student Teachers and Practicum Students
- Rule 4210.1 Student Teachers and Practicum Students

Action Desired: Approval

Background: We are completing the updating of the Human Resources (4000) policy series. Approval of this policy and rule keeps policies up-to-date.

Options/Alternatives Considered: N/A

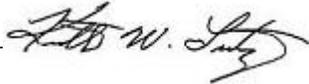
Recommendations: Approve Policy 4210 and Rule 4210.1

Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline:

Responsible Persons: Dr. Jim Sutfin, Executive Director of Human Resources

Superintendent's Signature: _____  _____

Personnel Human Resources**Student Teachers and Practicum Students****4210**

The District, in cooperation with colleges and universities, shall establish a student teacher/practicum student program for students who are preparing to enter the teaching profession. The program shall provide an opportunity for student teachers to receive training in the District provided that such training does not impede or interfere with the satisfactory progress of the students.

Related Policies and/or Rules: 4210.1

Policy Adopted: October 7, 1974

Revised: August 16, 1993; September 23, 2002; [November 2, 2009](#)

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

Agenda Item: Approval of Policy 4410 – Employee Identification Badge

Meeting Date: October 19, 2009; November 2, 2009

Department: Human Resources

Title and Brief Description: We are updating various Human Resources (4000) policies.

- Policy 4410 Employee Identification Badges
- Rule 4410.1 Employee Identification Badges

Action Desired: Approval

Background: We are completing the updating of the Human Resources (4000) policy series. Approval of this policy and rule keeps policies up-to-date.

Options/Alternatives Considered: N/A

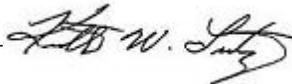
Recommendations: Approve Policy 4410 and Rule 4410.1

Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline:

Responsible Persons: Dr. Jim Sutfin, Executive Director of Human Resources

Superintendent's Signature: _____  _____

Personnel Human Resources

Employee Identification Badge

4410

Each eligible employee of the ~~Millard School~~ District will be issued a photo identification badge.

Related Policies & Rules: 8360, 4410.1

Policy Adopted: October 7, 1974

Revised: August 16, 1993; March 4, 2002; [November 2, 2009](#)

Reaffirmed: April 5, 2005

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

Agenda Item: Approval of Policy 4005 – Human Resources - Staffing

Meeting Date: October 19, 2009; November 2, 2009

Department: Human Resources

Title and Brief Description: We are updating various Human Resources (4000) policies.

- Policy 4005 Staffing
- Rule 4005.1 Class Size

Action Desired: Approval

Background: We are completing the updating of the Human Resources (4000) policy series. Approval of this policy and rule keeps policies up-to-date.

Options/Alternatives Considered: N/A

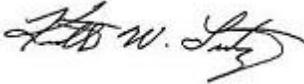
Recommendations: Approve Policy 4005 and Rule 4005.1

Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline:

Responsible Persons: Dr. Jim Sutfin, Executive Director of Human Resources

Superintendent's Signature: _____  _____

Personnel Human Resources**Staffing – Class Size****4005.1**Middle School and High School

The ~~Millard Public School~~ District will make reasonable efforts to maintain class size in the middle and high schools it deems appropriate and fiscally responsible for the effective instruction of pupils.

Elementary

For grades kindergarten through five, the ~~s~~Superintendent may assign paraprofessionals to assist teachers where classes equal or exceed the follow number of students:

Grades	Class size needed for paraprofessional help*
K-2	25
3-5	28

*Paraprofessional help is defined as one hour per day per classroom.

Related Policies and Rules: 4005P

Rule Approved: April 17, 1989

Revised: August 2, 1993; December 4, 1995; June 28, 1999, January 21, 2002; [November 2, 2009](#)

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

Agenda Item: Approval of Policy 4210 – Human Resources – Student Teachers and Practicum Students

Meeting Date: October 19, 2009; November 2, 2009

Department: Human Resources

Title and Brief Description: We are updating various Human Resources (4000) policies.

- Policy 4210 Student Teachers and Practicum Students
- Rule 4210.1 Student Teachers and Practicum Students

Action Desired: Approval

Background: We are completing the updating of the Human Resources (4000) policy series. Approval of this policy and rule keeps policies up-to-date.

Options/Alternatives Considered: N/A

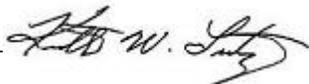
Recommendations: Approve Policy 4210 and Rule 4210.1

Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline:

Responsible Persons: Dr. Jim Sutfin, Executive Director of Human Resources

Superintendent's Signature: _____  _____

Personnel Human Resources

Student Teachers and Practicum Students

4210.1

- A. The Superintendent or designee will assign student teachers or practicum students to teachers of the District who have been selected to participate in the student teacher/student practicum program.
- B. The Superintendent or designee will determine student teacher and practicum student assignments in cooperation with college officials, based on the availability of student teachers and the number of teachers participating in the program.
- C. Any teacher who is assigned a student teacher or practicum student shall ~~provide adequate supervision and shall strive to furnish an excellent experience for the student teacher/practicum student~~ assign to the student teacher or practicum student responsibilities and duties that will provide adequate preparation for teaching.
- D. The administration of this program in individual buildings is the responsibility of the building principal.
- E. The Superintendent or designee shall establish written guidelines for the student teacher/practicum student program which shall include the duties of the student teachers, the duties and responsibilities of the District's teachers participating in the program, the duties and responsibilities of the sponsoring colleges and universities, and the relationship between and among the administration, sponsoring colleges and student teachers.
- F. A student teacher or practicum student under the supervision of a certificated teacher, principal, or other administrator shall have the protection of the laws accorded the certificated teacher, principal, or other administrator and shall, while acting as such student teacher or practicum student, comply with all rules and regulations of the District and observe all duties assigned certificated teachers.

Legal Reference: Neb. Rev. Stat. §§79-875 through 79-878

Related Policy: 4210P

Rule Approved: October 7, 1974

Revised: August 16, 1993; September 23, 2002, November 2, 2009

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Approval of Policy 4410 – Employee Identification Badge

Meeting Date: October 19, 2009; November 2, 2009

Department: Human Resources

Title and Brief Description: We are updating various Human Resources (4000) policies.

- Policy 4410 Employee Identification Badges
- Rule 4410.1 Employee Identification Badges

Action Desired: Approval

Background: We are completing the updating of the Human Resources (4000) policy series. Approval of this policy and rule keeps policies up-to-date.

Options/Alternatives Considered: N/A

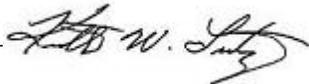
Recommendations: Approve Policy 4410 and Rule 4410.1

Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline:

Responsible Persons: Dr. Jim Sutfin, Executive Director of Human Resources

Superintendent's Signature: _____  _____

Personnel Human Resources

Employee Identification Badge

4410.1

Each non-student employee of the ~~Millard School~~ District will be issued a photo identification badge. Each employee must wear the badge in a clearly visible location on the employee's clothing while on duty on ~~d~~District property. Identification badges are District property and must not be altered in any way. The District will provide free replacement for damaged badges or change of name. In the event the identification badge is lost or stolen, the loss or theft shall be immediately reported to the employee's principal or supervisor. The employee will be issued a badge to replace the one lost or stolen and the employee shall pay the cost of the replacement badge at the time it is issued.

The employee shall not give or permit a third party to use the badge. If the employee gives or permits a third party to use the badge, it will be confiscated and must be reclaimed by the employee from his/her supervisor. The badge shall be used only by the person whose name and photo appears on the badge. In the event the employee ceases employment with the District, any and all identification badges in the possession of the employee will be surrendered to the employee's immediate supervisor on the last day the employee performs duties on ~~d~~District premises. The supervisor will forward the badge to Human Resources.

Admittance to Activities

The badge will admit the ~~bearer~~ employee and one guest to ~~Millard~~ District school sponsored activities.

Legal Reference: Neb. Rev. Stat. § 79-518

Related Policy: 4410P

Rule Approved: October 7, 1974

Revised: August 16, 1993; March 4, 2002; November 2, 2009

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

AGENDA ITEM: Curriculum, Instruction, and Assessment
 Rule 6320.1 - Students: Requirements for Senior High Graduation
 Rule 6320.2 – Students: Requirements for Senior High Graduation: International Baccalaureate Diploma Program

MEETING DATE: November 2, 2009

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION: Rule 6320.1
 Rule 6310.2

ACTION DESIRED: Approval X

BACKGROUND: Revisions to Rule 6320.1 and 6320.2 are needed in order to adjust Graduation Requirements and to update English Elective courses (which were previously approved by the Board of Education within the PreK-12 Language Arts Framework).

OPTIONS AND ALTERNATIVES: N/A

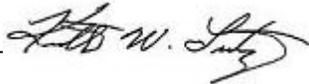
RECOMMENDATIONS: Approve Rules 6320.1 and 6320.2

STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION OR REJECTION: Rejection would mean that the MPS Graduation Requirements will remain as currently stated in Rules 6320.1 and 6320.2.

TIMELINE: Immediate in order to update the Millard Public Schools High School Curriculum Handbook & Registration Guide and to implement beginning during the 2010-2011 school year

RESPONSIBLE PERSON(S): Dr. Mark Feldhausen and Nancy Johnston

SUPERINTENDENT'S APPROVAL: _____  _____

BOARD ACTION:

Curriculum, Instruction, and Assessment

Students: Requirements for Senior High School Graduation

6320.1

Students differ widely in interests, abilities and expectations. For this reason, the following are stated as minimums to allow flexibility in the planning of individual student programs. However, on the assumption that some elements should be shared in common by educated persons, these basic uniform requirements are established for graduation from the Millard Public Schools. In addition to specified credit requirements students must meet district level assessments in reading, writing, mathematics, science and social studies. [Graduation requirements of 230 credits, including 5 credits in Financial Literacy will become effective with the graduation class of 2013. Prior to that time, graduation requirements reaffirmed by the Board of Education on July 6, 2009, will remain in effect for the graduating classes of 2010, 2011, and 2012.](#)

Minimum Requirements for Graduation - Grades 9-12

- I. Credits -- A minimum of **225 credits** is required for graduation [for the graduating classes through 2012](#). Each student's program shall include but not be limited to the programs and courses listed below and may be amended, revised, or deleted by the Board of Education as approved and published in the [Millard Public Schools High School eCurriculum Handbooks of each high school and Registration Guide](#).

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
English	40	English 9 English 10 English 11 Oral Communications (Choice of Speech, Forensics, Debate I or the combination of IB Language A1, IB Language B and 12 th Grade Theory of Knowledge I & II) Choice of an English Selected Course	10 10 10 5 5

The student will take five (5) credits from the following:

English Selected Courses

British Literature	AP English Language & Composition
World Literature	Research Methods
Career English	Creative Writing
Shakespeare	Composition & Literature
AP English Literature	Analysis of Mass Media
	IB English 12
AP English Language & Composition	IB English HL II
AP English Literature	IB Film
Contemporary Literature	Literacy for Life
Creative Writing	Literature and Film
Global Perspectives through Literature	Research Methods
	21st Century Media Literacy

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Social Studies	30	American History (Since 1914) - 9 th World Geography - 10 th US Government & Economics - 12 th World Perspectives or American Studies Course	10 10 5 5

The student will take five (5) credits from the following:

<u>World Perspectives</u>	or	<u>American Studies</u>
World History		Ethnic Studies
World Affairs		Law Studies
World Religion		AP United States History
AP European History		AP Macro Economics
IB 20 th Century World History Topics		IB History of America

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Mathematics	25	Algebra or Algebra Foundations I or appropriate course from the math sequence. A course numbered 220 or higher. One additional math course. Computer Science courses may not be applied toward math credit.	10 10 5

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Science	25	Students should follow one of the following science sequences. Physical Science in Action- 9 th Biology - 10 th Choice of Science Electives numbered 333 or higher or Biology - 9 th Chemistry or Physics - 10 th Choice of Science Electives numbered 333 or higher	10 10 5 10 10 5

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Physical Education	15	Choice of grade appropriate course.	15

*Curriculum Handbook describes PE courses and
recommends grade appropriate levels.*

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Health Education	5	Everyday Living taken in 10th or 11th grades	5

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Technology Education	5	Choice of Technology Selected Courses	5

The student will take five (5) credits from the following:

Technology Selected Courses

Computer Technology Applications
 Introduction to Computer Science
 Foundations of Technology
 Introduction to Graphics Communications
 Introduction to IB Computer Science I

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Fine & Performing Arts	5	Choice of Fine & Performing Arts Selected Courses	5

The student will take five (5) credits from the following:

Fine & Performing Arts Selected Courses

Any art course
 Any music course
 Drama I
 Theatre Appreciation

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Electives	75	Choice of Human Resources Course A total of 70 additional credits	5 70

The student will take five (5) credits from the following:

Human Resources Selected Courses

Sociology	Introduction to Behavioral Sciences
Psychology	IB Psychology
AP Psychology	IB Theory of Knowledge I
Adult Living	Child Development

- A. A grade of four (4) or better must be maintained in any course used to fulfill graduation requirements.

- B. Electives courses are offered in the subject areas previously listed and in business education, foreign language, family & consumer sciences, industrial technology, art, drama, debate, journalism and music.
- C. In order to provide flexibility in such situations as transfers and special needs, waivers may be submitted by staff and approved by the principal.
- D. A student must complete 225 credits as described herein in order to graduate and receive a diploma from the Millard Public Schools.
- E. A student must complete a Personal Learning Plan, meeting district requirements.
- II.** Credits -- A minimum of ~~225~~ **230 credits** is required for graduation [for the graduating classes of 2013 and beyond](#). Each student's program shall include but not be limited to the programs and courses listed below and may be amended, revised, or deleted by the Board of Education as approved and published in the [Millard Public Schools High School eCurriculum Handbooks of each high school and Registration Guide](#).

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
English	40	English 9 English 10 English 11 Oral Communications (Choice of Speech, Forensics, Debate I or the combination of IB Language A1, IB Language B and 12 th Grade Theory of Knowledge) Choice of an English Selected Course	10 10 10 5 5
<i>The student will take five (5) credits from the following:</i>			
<u>English Selected Courses</u>			
British Literature		AP English Language & Composition	
World Literature		Research Methods	
Career English		Creative Writing	
Shakespeare		Composition & Literature	
AP English Literature		Analysis of Mass Media	
		IB English 12	
AP English Language & Composition		IB English HL II	
AP English Literature		IB Film	
Contemporary Literature		Literacy for Life	
Creative Writing		Literature and Film	
Global Perspectives through Literature		Research Methods	
		21st Century Media Literacy	

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Social Studies	30	American History (Since 1914) - 9 th World Geography - 10 th US Government & Economics - 12 th World Perspectives or American Studies Course	10 10 5 5

The student will take five (5) credits from the following:

<u>World Perspectives</u>	or	<u>American Studies</u>
World History		Ethnic Studies
World Affairs		Law Studies
World Religion		AP United States History
AP European History		AP Macro Economics
IB 20 th Century World History Topics		IB History of America

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Mathematics	25 30	Algebra or Algebra Foundations I or appropriate course from the math sequence. A course numbered 220 or higher. One additional math course. Computer Science courses may not be applied toward math credit.	10 10 5 10

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Science	25 30	Students should follow one of the following science sequences. Physical Science in Action- 9 th Biology - 10 th Choice of Science Electives numbered 333 or higher or Biology - 9 th Chemistry or Physics - 10 th Choice of Science Electives numbered 333 or higher	 10 10 5 10 10 10 5 10

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Physical Education	15	Choice of grade appropriate course.	15

Curriculum Handbook describes PE courses and recommends grade appropriate levels.

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Health Education	5	Everyday Living taken in 10th or 11th grades	5

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Technology Education	5	Choice of Technology Selected Courses	5

The student will take five (5) credits from the following:

Technology Selected Courses

Computer Technology Applications
 Introduction to Computer Science
 Foundations of Technology
 Introduction to Graphics Communications
 Introduction to IB Computer Science I

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Fine & Performing Arts	5	Choice of Fine & Performing Arts Selected Courses	5

The student will take five (5) credits from the following:

Fine & Performing Arts Selected Courses

Any art course
 Any music course
 Drama I
 Theatre Appreciation

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Financial Literacy	5	Choice of Financial Literacy Selected Courses	5

The student will take five (5) credits from the following:

Financial Literacy Selected Courses

[Personal Finance](#)
[Wealth Building & Personal Finance \(Entrepreneurship or Finance Academy\)](#)

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Electives <u>Human Resources</u>	75 <u>70</u>	Choice of Human Resources Course	5 <u>5</u>
		A total of 70 additional credits	70 <u>70</u>

The student will take five (5) credits from the following:

Human Resources Selected Courses

Sociology	Introduction to Behavioral Sciences
Psychology	IB Psychology
AP Psychology	IB Theory of Knowledge I
Adult Living	Child Development

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Electives	75 <u>60</u>	A total of 70 <u>60</u> additional credits	70 <u>60</u>

- A. A grade of four (4) or better must be maintained in any course used to fulfill graduation requirements.
 - B. Electives courses are offered in the subject areas previously listed and in business education, foreign language, family & consumer sciences, industrial technology, art, drama, debate, journalism and music.
 - C. In order to provide flexibility in such situations as transfers and special needs, waivers may be submitted by staff and approved by the principal.
 - D. A student must complete 225 credits as described herein in order to graduate and receive a diploma from the Millard Public Schools.
 - E. A student must complete a Personal Learning Plan, meeting district requirements.
- III. ~~II.~~ Assessments: In addition to 225 (230 for graduating class of 2013 and beyond) credits required for graduation, students must also successfully meet the Essential Learner Outcome assessment score requirements.
- IV. ~~III.~~ Effect of Student Performance
- A. When a student has successfully met the Essential Learner Outcomes Assessment cut score for each outcome:
 1. A notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s) in writing.
 2. Having met the cutscores for the high school Essential Learner Outcomes assessments, the student shall have met essential criteria for graduating from the Millard Public Schools.

3. Upon successful completion of the required number of credits, the student shall be eligible for a graduation diploma from the Millard public Schools.
- B. If a student has not met the cutscore for a given Essential Learner Outcomes Assessment, the following shall occur:
1. An Individual Learning Plan (ILP) shall be designed by a team of qualified staff. Classroom teachers may refer students to the Millard Intervention Team (MIT) for assistance in evaluating and implementing problem-solving and intervention strategies.
 2. Utilizing the Essential Learner Outcomes, school representatives will offer the student supplemental learning activities, which address recognized deficiencies. Supplemental learning activities may include but are not limited to the following:
 - a. differentiated/complementary instruction during regular classes (i.e., peer tutoring, needs groups, individualized instruction;
 - b. before- or after-school tutorials;
 - c. study hall tutorials;
 - d. change of interdisciplinary teams or level of instruction;
 - e. repeat of specific course(s) of study;
 - f. attendance at specific class(es) designed to address deficiencies; and
 - g. attendance at summer school.
 3. If the student is verified with a disability, the IEP Team may reconvene to review the ILP and to ensure that the IEP is written to assist the student in areas of weakness and that appropriate accommodations are in place.
 4. If the student has a 504 Accommodation Plan, the 504 Team may reconvene to review the ILP and to ensure that needed accommodations are in place in areas of weakness.
- C. If, after a retake of an assessment, a student has not met the cutscore for a given Essential Learner Outcomes assessment, the following shall occur:
1. The Individual Learning Plan will be reviewed by a qualified team and, if necessary, redesigned. Students shall be referred to MIT for identification of needs if not previously referred.
 2. The student shall be retested using the appropriate Essential Learner Outcomes assessment. Students shall be given the opportunity to be retested multiple times until the requisite cutscore is achieved. Students shall be given notice of the opportunities for retesting.
 3. The student will be considered ineligible for a diploma from the Millard Public Schools until such time that the requisite cutscores are achieved for high school Essential learner Outcomes assessment.
 4. If the student is verified with a disability or has a 504 Accommodation Plan, then the IEP or 504 Team will reconvene to review the education plan and to consider lowering of the cutscore requirement as part of the IEP or 504 Accommodation

Plan. The student's parent(s) and/or guardian(s) shall be notified and shall also be advised of the effect of lowering the cutscore.

- a. Applications for approval of lowered cutscore requirements may be submitted by the student's IEP or 504 Team to the Associate Superintendent of Educational Services for consideration and, where appropriate, approval. The Associate Superintendent of Educational Services or designee shall decide and respond to all such requests.
 - b. If the lowered cutscore is approved, the student shall then be eligible to receive a graduation diploma with appropriate notation from the Millard Public Schools.
- D. An additional opportunity is available to demonstrate student proficiency. After two retest attempts to meet the established cutscore(s) for the Essential Learner Outcome assessment(s) without achieving the cutscore, students, under building supervision, shall participate in a process, as provided in the District's Assessment Procedures, to demonstrate an appropriate level of proficiency in reading, writing, math, science or social studies. A student who successfully meets the standards and requirements of a Demonstration of Proficiency shall have met one of the essential criteria for graduating from the Millard Public Schools.

V. ~~IV.~~ Student's Right to Appeal

- A. Students who have not achieved the necessary high school cutscores as approved by the Millard Board of Education may appeal the denial of a diploma.
- B. A student may appeal the denial of a diploma only on the grounds that the student's failure to achieve the required cut score is due to:
 1. The failure of the District to provide a reasonable accommodation, which was previously requested by the student and denied by the District.
 2. The failure of the District to provide an alternate assessment or approve a demonstration of proficiency, which had been previously requested by the student and denied by the District.

VI. ~~V.~~ Procedures for Appeal

- A. Within seven (7) days after the receipt of the notice that the student failed to achieve the cut score or credits required for graduation from the Millard Public Schools, a written notice of appeal shall be served upon the Superintendent of the Millard Public Schools or his/her designee. Such appeal shall set forth all of the reasons for the appeal as provided herein and shall set forth the relief sought by the student, parent(s) or guardian(s). Such notice of appeal may also include any additional information, which is relevant to the appeal.
- B. Within seven (7) days after the receipt of the written notice of appeal and any supporting information relevant to the appeal, the Superintendent or designee shall consider and render a decision on the appeal based on whether the decision of the District was unreasonable. Such decision shall then be forwarded to the student's parent(s) and/or guardian(s) advising the student's parent(s) and/or guardian(s) of the basis for the Superintendent's or designee's decision and the reasons therefore
- C. Within seven (7) days after the receipt of the written notification from the Superintendent or the Superintendent's designee, a written request may be made by the student, parent(s), or guardian(s) to the secretary of the Millard Board of Education or the Superintendent for a hearing before the Millard Board of Education to be held on the issue whether the decision of the Superintendent or his designee was unreasonable.

- D. Such hearing shall be held before the Millard Board of Education within thirty (30) days of the date the request for hearing was received. If a hearing before the Millard Board of Education is not received in a timely manner, the decision of the Superintendent or the Superintendent's designee shall be final.
- E. The student, parent(s) and/or guardian(s) shall be advised at least seven (7) days prior to the date of the hearing before the Board and such notification shall set forth the date, time, and place for the hearing before the Millard Board of Education.
- F. The parties may, by mutual written agreement, extend the time for hearing or final determination.
- G. The student, parent(s), and/or guardian(s) shall have the right to be represented by legal counsel and shall have the opportunity to present such evidence that is material to the issue or issues stated in the appeal.
- H. The hearing shall be conducted in closed session and in accordance with the student privacy laws unless the student, parent(s), and/or guardian(s) shall request, in writing, that the hearing be held in open session. Any formal action of the Millard Board of Education shall be taken in closed session unless such proceeding was requested by the student, parent(s), or guardian(s) to be held in open session.
- I. The decision of the Millard Board of Education shall be by vote of a majority of the members of the Millard Board of Education and the Millard Board of Education shall reduce its findings and decision to writing and provide the written findings and decision to the student, parent(s), and/or guardian(s) within ten (10) days of the hearing.

VII. ~~VI.~~ Graduation

Upon successful completion of the required credits, assessments and Personal Learning Plan, a student shall be eligible for a graduation diploma from the Millard Public Schools.

VIII. ~~VII.~~ Annual Review

This rule shall be reviewed annually.

Related Policies and Rules: 6301, 6301.1, 6315, 6315.1, 6320, 6320.2, 6320.3

Rule Approved:

Revised: Dec. 5, 1983; Dec. 17, 1990, May 17, 1999; Oct. 18, 1999, July 31, 2000; March 4, 2002; July 21, 2003; June 21, 2004; June 6, 2005; June 5, 2006; June 4, 2007; July 7, 2008; [November 2, 2009](#)

Reaffirmed: July 6, 2009

Millard Public Schools

Omaha, NE

Curriculum, Instruction, and Assessment

Students: Requirements for Senior High School Graduation - International Baccalaureate Diploma Program

6320.2

- I. **Credits** -- A minimum of 225 credits is required for graduation [for graduating classes of 2010, 2011, and 2012. A minimum of 230 credits is required for graduation for the graduating class of 2013 and beyond.](#)
- II. **Assessments:** In addition to 225 [or 230](#) credits required for graduation, students must also successfully meet the Essential Learner Outcome assessment score requirements in reading, writing, mathematics, science, and social studies.
- III. **Personal Learning Plan:** A student must complete a personal learning Plan (PLP), meeting district requirements.
- IV. Each student's International Baccalaureate Diploma Program (IB DP) shall include the courses of study as outlined in Rule 6320.1 with such adjustments (additions or substitutions) to the programs and courses as listed below. Such adjustments are made to avoid duplication in the program of study required for IB DP students.

Millard Public Schools' Graduation Requirement

English: Selected Electives (5 credits)
English: Oral Communications (5 Credits)

Social Studies: World Geography (10 Credits)
[Social Studies: American Studies Course Options](#)
~~[Social Studies: World Perspective Course Options](#)~~
Electives: Human Resources Course Options
Science: Physical Science Course Options

Science: Life Science Course Options

Health Education: Everyday Living will be available for enrollment during grades 9-12 for IB DP students. Students waived out of Everyday Living must pick an additional Human Resources course. The Theory of Knowledge [I](#) course can only meet the Human Resource Course 5 credit requirement.

- V. These adjustments are only applicable to students enrolled in the full International Baccalaureate Diploma program with intentions to test for and secure the IB Diploma.

Approved: April 16, 2001
Revised: August 4, 2003; June 5, 2006; June 4, 2007; July 7, 2008; [November 2, 2009](#)
Reaffirmed: July 6, 2009

International Baccalaureate Program Additions/Substitutions

Substitute IB English ~~12~~ [HL II](#) (10 credits)
Substitute Imbedded Oral Assessments found in Language A1, Language B and Theory of Knowledge I & II requirements
Substitute IB 20th Century World History Topics (10 credits)
Add IB History of Americas (10 credits) to course options

Add IB Theory of Knowledge [I](#) (max. 5 Credits)
• Add Introduction to Chemistry and Physics (10 credits)
• IB Chemistry (10 credits) and
• IB Physics (10 credits) to course options
Add IB Biology (10 credits) to course options

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: Curriculum, Instruction, and Assessment
Rule 6330.1 - Grading Guidelines for Second --
Twelfth Grade

MEETING DATE: November 2, 2009

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION: Rule 6330.1

ACTION DESIRED: Approval

BACKGROUND: A revision to Rule 6330.1 is needed in order to continue to build rigorous course options for high school students beyond Advanced Placement courses by allowing weighted grade points for such courses as identified in the Millard Public Schools High School Curriculum Handbook and Registration Guide.

OPTIONS AND ALTERNATIVES: Not to provide weighted grades for such courses

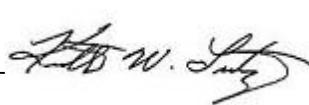
RECOMMENDATIONS: Approve Rule 6330.1

STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION OR REJECTION: Rejection would mean Rule 6330.1 would stay in place as last revised on August 6, 2007.

TIMELINE: Immediate for updating the Millard Public Schools High School Curriculum Handbook & Registration Guide and implementation beginning with the 2010-2011 school year

RESPONSIBLE PERSON(S): Dr. Mark Feldhausen and Nancy Johnston

SUPERINTENDENT'S APPROVAL: _____  _____

BOARD ACTION:

Curriculum, Instruction, and Assessment

Grading Guidelines for Second -- Twelfth Grade

6330.1

The Millard Public Schools Grading Guidelines for second through twelfth grade shall be used to report achievement, academic progress, and compute Grade Point Averages (GPA) and Class Rankings where applicable. Weighted grade points shall be given to those grades received in Advanced Placement (AP) classes or International Baccalaureate (IB) classes where applicable.

<u>No. Grade</u>	<u>Letter Grade</u>	<u>% Grade Range</u>	<u>Standard Grade Pts.</u>	<u>Weighted Grade Pts. (AP) (IB)</u>
1 =	A =	100-93 =	20 Grade pts. or	25 Grade pts.
2 =	B =	92-85 =	15 Grade pts. or	20 Grade pts.
3 =	C =	84-77 =	10 Grade pts. or	15 Grade pts.
4 =	D =	76-69 =	5 Grade pts. or	5 Grade pts.
5 =	F =	68- 0 =	0 Grade pts.	0 Grade pts.
P =	P =	Pass =	0 Grade pts.	0 Grade pts.
F =	F =	Fail =	0 Grade pts.	0 Grade pts.

Weighted grade points will apply to Advanced Placement courses, ~~and~~ to those courses taken for International Baccalaureate purposes wherein students are required to meet IB requirements for standard level or high level assessment, and to those courses which are beyond the Advanced Placement course sequence within a specific content area as identified in the Millard Public Schools High School Curriculum Handbook and Registration Guide. Pre-IB courses do not qualify for weighted grade points.

Class rank shall be determined by Total Class Rank Points. The Grade Point Average multiplied by the total Grade Points shall equal Total Class Rank Points for each student. The listing of the Total Class Rank Points from highest to lowest shall determine the class rank of each student.

Related Policies & Rules: 6330

Rule Approved: April 24, 2000
 Revised: July 21, 2003; August 6, 2007, [November 2, 2009](#)
 Reaffirmed: April 2, 2007

Millard Public School
 Omaha, NE

AGENDA SUMMARY SHEET

AGENDA ITEM: Approve Rule 6675.1, 6680.1, and 6750.1

MEETING DATE: February 16, 2009

DEPARTMENT: Educational Services

TITLE AND BRIEF DESCRIPTION: Approve Rule 6675.1—Exempt Schools: Request for Programs, Services or Materials, and Rule 6680.1 Nonpublic Schools—6680.1 Request for Programs, Services or Materials
Approve Rule 6750.1—Student Fees

ACTION DESIRED: Approval

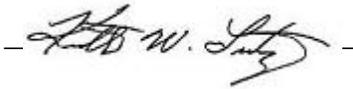
BACKGROUND: These rules are being updated with language that adds references to Open Enrollment as was done with Rule 5110.1—Transfer of Students Within the District.

RECOMMENDATIONS: NA

STRATEGIC PLAN REFERENCE: None

TIMELINE: N/A

RESPONSIBLE PERSON(S): Mark Feldhausen, Assoc. Supt. for Educational Services

SUPERINTENDENT'S APPROVAL: 

BOARD ACTION:

Curriculum, Instruction, and Assessment

Exempt Schools: Requests for Programs, Services or Materials

6675.1

- I. General Statement. Nebraska law provides parents and guardians the right to educate their children and wards in alternative schools, which are exempt from state approval or state accreditation requirements.
- II. Definitions.
 - A. Exempt School shall mean any private, parochial, denominational or home school which has elected not to meet approval and/or accreditation requirements pursuant to state law and regulations of the Nebraska Department of Education.
 - B. Programs shall mean the educational curriculum, co-curricular activities, and extracurricular school-sponsored clubs and activities which are available for students who are enrolled in the District. This definition shall not include any interscholastic athletics and activities as well as any activity or interscholastic athletics under the jurisdiction of the Nebraska School Activities Association.
 - C. Assigned School of Residence shall mean the District school where the Exempt Student would have attended and received educational instruction if the student had officially enrolled pursuant to the District's enrollment policies and rules.
 - D. Programs shall mean the educational curriculum, co-curricular activities, and extracurricular school sponsored clubs and activities which are available for students who are enrolled in the District, but excluding all interscholastic athletics and activities which are under the jurisdiction of the Nebraska School Activities Association.
- III. Cooperation with Exempt Schools.

The District shall cooperate with the education of Exempt School Students according to the state and federal law, and district policies and rules. In cooperating in the educational process of Exempt School Students the District shall:

- A. Provide special education services to qualified Exempt School Students pursuant to district policies and rules, state and federal laws and regulations. Special education and related services will be provided at the assigned district school that is closest to the eligible student's Exempt School. Services will be available during the hours that public school students attend school.
- B. Not allow any Exempt School Student to participate in any interscholastic athletics or activities as well as any activity or interscholastic athletics under the jurisdiction of the Nebraska School Activities Association.
- C. Not provide any ELL, Title I, homebound instruction or other remedial services to Exempt School Students except as may be required by law.
- D. Not provide any textbooks, teacher's edition textbooks, ancillary textbook materials, consumable material, library or media materials, or other resources to Exempt School Students or Exempt Schools.

IV. Requests for Participation.

- A. All requests for participation in district programs shall be referred to the Superintendent or designee for consideration and approval or denial. The Superintendent or designee in considering and evaluating the request shall consider the following issues:
1. Whether the school is closed to open and option enrollment or in-district transfers;
 2. The availability of the requested program at the assigned school;
 3. Whether the school environment or educational process will be disrupted;
 4. Whether there is space available and a specified time can be assigned so as to minimize any conflicts or disruption of the education process;
 5. Whether the Exempt School Student meets academic eligibility requirements or course enrollment prerequisites for participation;
 6. Whether the requested program is appropriate for the knowledge level, intellectual maturity, competence, and age of the Exempt School Student; and
 7. Whether the requested program is part of an integrated program which cannot be isolated so as to allow participation in the requested program.
- B. An Exempt School Student shall be required to be officially enrolled and counted proportionately towards the District's ADA/ADM if such Student requests the District's programs or activities.
- C. Exempt School Students who participate in district programs shall be subject to all district and school policies and rules, including, but not limited to, district and school policies and rules regarding student conduct, discipline, attendance, student fees, student provided materials, equipment and attire, insurance, proof of age and identity, physical examination, and immunizations.
- D. Any Exempt School Student requesting participation in more than fifty percent (50%) of district classes on a daily or weekly basis must enroll as a full-time district student and be subject to all requirements of all other full-time students of the District.
- E. Exempt School Students may participate in those co-curricular activities and extracurricular school sponsored clubs and activities which are available to students who are enrolled in the District with the exception of any interscholastic athletics or activities as well as any activity or interscholastic athletics under the jurisdiction of the Nebraska School Activities Association.

Curriculum, Instruction, and Assessment

Nonpublic Schools: Requests for Programs, Services

6680.1

- I. **General Statement.** Nebraska law provides parents and guardians the right to educate their children and wards in Nonpublic Schools that meet state approval or state accreditation requirements.
- II. **Definitions-**
 - A. Nonpublic School shall mean any private, parochial, or denominational school which has met approval and/or accreditation requirements pursuant to state law and regulations of the Nebraska Department of Education.
 - B. Nonpublic School Student shall mean any resident student of school age who has not graduated or received a G. E. D. diploma and who is attending an Nonpublic School.
 - C. Assigned School shall mean the District school where the Nonpublic School Student would have attended and received educational instruction if the student had officially enrolled pursuant to the District's enrollment policies and rules.
 - D. Programs shall mean the educational curriculum, co-curricular activities, and extracurricular school sponsored clubs and activities which are available for students who are enrolled in the District. This definition shall not include any interscholastic athletics and activities as well as any activity or interscholastic athletics under the jurisdiction of the Nebraska School Activities Association.
- III. **Cooperation with Nonpublic Schools:**

The District shall cooperate with the education of Nonpublic School Students according to the state and federal law, and District policies and rules. In cooperating in the educational process of Nonpublic School Students the District shall:

 - A. Provide special education services to qualified Nonpublic School Students pursuant to District policies and rules and state and federal laws and regulations. Special education and related services will be provided at the District school that is linked to the eligible student's Nonpublic School or the eligible student's assigned school. Services will be available during the hours that public school students attend school.
 - B. Not allow any Nonpublic School Student to participate in any interscholastic athletics or activities as well as any activity or interscholastic athletics under the jurisdiction of the Nebraska School Activities Association.
 - C. Not provide any ELL, Title I, or other remedial services to Nonpublic School Students except as may be required by law.
 - D. Provide textbooks for use by Nonpublic School Students in accordance with District Policy 6295 and Rule 6295.1.
 - E. Provide homebound instruction in accordance with District Rule 6670.1

IV. **Request for Participation.**

- A. All requests for participation in District programs shall be referred to the Superintendent or designee for consideration and approval or denial. The Superintendent or designee in considering and evaluating the request shall consider the following issues:
1. Whether the school is closed to [open and](#) option enrollment or in-district transfers;
 2. The availability of the requested program at the assigned school;
 3. Whether the school environment or educational process will be disrupted;
 4. Whether there is space available and a specified time can be assigned so as to minimize any conflicts or disruption of the education process;
 5. Whether the Nonpublic School Student meets academic eligibility requirements or course enrollment prerequisites for participation;
 6. Whether the requested program is appropriate for the knowledge level, intellectual maturity, competence, and age of the Nonpublic School Student; and
 7. Whether the requested program is part of an integrated program which cannot be isolated so as to allow participation in the requested program.
- B. A Nonpublic School Student shall be required to be officially enrolled and counted proportionately towards the District's ADA/ADM if such Student requests to participate in the District's program.
- C. Nonpublic School Students who participate in District programs shall be subject to all District and school policies and rules, including, but not limited to, District and school policies and rules regarding student conduct, discipline, attendance, student fees, student provided materials, equipment and attire, insurance, proof of age and identify, physical examination, and immunizations.
- D. Any Nonpublic School Student requesting participation in more than fifty percent (50%) of District classes on a daily or weekly basis must enroll as a full time District student and be subject to all requirements of all other full time students of the District.
- E. Nonpublic School Students may participate in those co-curricular activities and extracurricular school-sponsored clubs and activities which are available to students who are enrolled in the District with the exception of any interscholastic athletics or activities as well as any activity or interscholastic athletics under the jurisdiction of the Nebraska School Activities Association.

Related Policies & Rules: 6680, 6680.2, 6295, 6295.1, 6670.1

Rule approved: August 4, 2003
 Revised: January 22, 2007; [November 2, 2009](#)

Millard Public Schools
 Omaha, NE

Student Fees**6750.1**

Pursuant to Policy 6750 and Neb. Rev. Stat. §79-2,135 *et seq.*, the District may, and hereby does, require and collect fees or other funds from or on behalf of district students or require district students to furnish or provide, supplies, equipment, or attire as provided for herein below.

I. Elementary School Fees:**A. Extracurricular Activities ***

1. Field Trips: Students pay a fee of up to \$15 (but not to exceed actual cost) per field trip.
2. All Clubs: Students pay a fee of up to \$30 (but not to exceed actual cost of conducting the club activities) for membership and activities in each club.
3. School will not fund competition beyond the state level.
4. Optional High Ability Learner (HAL) Field Trips: Students pay up to \$22 (but not to exceed actual cost) per trip.
5. Choir: Students pay a fee of \$15 (but not to exceed actual cost) for screen-printed T-shirt.

B. Special Transportation

1. §79-241 (option enrollment students): n/a
2. §79-605 (tuition students): n/a
3. §79-611 (students within 4 miles [and open enrollment students](#)): n/a

C. Copies of Files/Records

1. Students pay 10 cents per page.

D. Lost/Damaged Property

1. Student pays for repair or replacement cost of property.

E. Before/After/School

1. Mini-Classes: Students pay up to \$60 per class, including materials (6-8 sessions, but not to exceed actual cost).

F. Summer/Night School *

1. Regular Education Summer School: Students pay \$100 (for 3 instructional hours per day for 12 days).
2. Special Education Summer School: Elementary students pay \$95 (for 3.25 hours per day for 12 days in June).
3. Building Level Summer School: Students pay up to \$3 per hour, including materials.

G. Breakfast/Lunch Programs *

1. Students pay for breakfast (i.e., current cost of breakfast \$1.20).
2. Students pay for lunch (i.e., current cost of lunch \$1.90).

1. PE: Students provide tennis shoes.
2. Art: Students provide a paint shirt.

I. Musical Instruments (Optional Courses, Non-Extracurricular) *

1. Band & Strings: Students provide their own instruments.

* *The requirements marked with an asterisk (*) may be waived for students who qualify for free and reduced-priced lunches.*

II. **Middle School Fees:**

A. Extracurricular Activities*

1. Optional High Ability Learner (HAL) Field Trips: Students pay up to \$20 (but not to exceed actual cost) per trip – such trips may include the NASA Space Workshop (Des Moines Science Center); Lewis & Clark; Writer’s Workshop; Archeology Workshop; City Planning Workshop; as well as other opportunities that may arise as a result of programming by area institutions.
2. Montessori Immersion Experiences: Students pay up to a total of \$400 (but not to exceed actual cost) for up to four trips.
3. School will not fund competition beyond the state level.
4. Sixth Grade Outdoor Education at North Middle School: Students pay up to \$50.
5. Other optional field trips sanctioned by the building administration: Students pay up to \$15 (but not to exceed actual cost) for each trip.
6. All Clubs: Students pay \$0 to \$140 (not to exceed the cost of conducting club activities) for membership and activities in each club.
7. Athletics: Students pay a \$35 participation fee in football. Students pay a \$30 participation fee for interscholastic sports. Students pay a \$25 participation fee for intramural sports.
8. All Sports: Students provide elastic waist shorts, t-shirt, socks and cold weather attire as needed.
9. Football: Students provide appropriate athletic shoes.
10. Volleyball: Students provide appropriate athletic shoes for use indoors only.
11. Basketball: Students provide appropriate athletic shoes for use indoors only.
12. Wrestling: Students provide appropriate athletic shoes for use indoors only.
13. Track: Students provide appropriate athletic shoes.
14. Other Requirements: Students who participate in athletics and/or the Cross Country Club are required to have a sports physical (except for intramural basketball/volleyball) and must be covered by health insurance. Health insurance is available through private carriers, or, for those who qualify, the State of Nebraska.

B. Spectator Admission / Transportation

1. Students pay an admission fee to activities, not to exceed \$10 per person per event. The site administrator shall determine the admission charges to each “home” middle school event.

C. Special Transportation

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1. §72-241 (option enrollment students): n/a
2. §79-605 (tuition students): n/a
3. §79-611 (students within 4 miles [and open enrollment students](#)): Transportation for students whose residences are two miles or more from school is provided through First Student Busing at \$1.25 per trip (with the balance of the cost paid by the District).

D. Copies of Files/Records

1. Students pay 10 cents per page.

E. Lost/Damaged Property

1. Students pay for repair or replacement of property.

F. Summer/Night School *

1. Regular Summer School: Students pay \$100 (for 3 instructional hours per day for 12 days – one course); \$200 (for 6 instructional hours per day for 12 days – two courses); \$35 (for 3 instructional hours per day for 4 days).
2. Special Education Summer School: Students pay \$100 (for 3.75 hours per day for 12 days in June).
3. Middle School After-School Program: Students pay \$30 (for one hour per day for one week); \$60 (for 2.5 hours per day for one week).
4. Summer Opportunities instruction for students – no more than \$35 (per opportunity per student)
5. Russell – summer activity not to exceed \$150 per activity
6. Transition Programs: \$10

G. Breakfast/Lunch Programs *

1. Students pay for breakfast (i.e., current cost of breakfast \$1.45).
2. Students pay for lunch (i.e., current cost of lunch \$2.10). A la carte selections vary in price.

H. Non-Specialized Attire

1. PE: Students provide athletic shoes, elastic waist shorts, t-shirt, and cold weather attire as needed.

I. Musical Instruments (Optional, Non-extracurricular) *

1. Band & Strings: Students provide their own instruments.

J. Music Items (Extracurricular) *

1. Swing Choir & Jazz Band: Students provide their own instruments and attire. Required performance attire will not exceed a cost of \$75.

* *The requirements marked with an asterisk (*) may be waived for students who qualify for free and reduced-priced lunches.*

A. Extracurricular Activities *

1. Optional Field Trips: Students pay a fee (not to exceed \$1500 or actual cost less revenue raised via fundraising activities and/or donations) for all optional field trips approved by the building administration.
2. All Clubs: Students pay up to \$800 (not to exceed the cost of conducting club activities) for membership and/or activities in each club.
3. All Activities: Students pay a \$50 fee for participation in athletics and activities governed by the Nebraska School Activities Association (fee includes an Athletic Admission Ticket for “home” school events). (Journalism, Concert Choir, and Orchestra are excluded.)
4. Note: For curriculum related activities (i.e., Marching Band, DECA, VICA, FCCLA, Debate, Forensics, and FCS), the school district does not fund competitive activities for students beyond the state level. Fundraising and/or donations must cover the cost of competition beyond the state level.
5. Drama Club: Students pay \$25 for supplies, materials, and services (Millard South High School).
6. Athletics, Cheerleading and Dance: Students are required to have a physical and must be covered by health insurance to participate. (Health insurance is available through private carriers, or, for those who qualify, the State of Nebraska.)
7. All Athletics: Students provide elastic waist shorts, t-shirt, towels and cold weather attire as needed.
8. Football: Students provide appropriate athletic shoes and practice jersey.
9. Volleyball: Students provide appropriate athletic shoes for use indoors only.
10. Basketball: Students provide appropriate athletic shoes for use indoors only and practice jersey.
11. Cross Country: Students provide appropriate athletic shoes.
12. Tennis: Students provide tennis racquet and appropriate athletic shoes and pay indoor court fees up to \$30.00 per season.
13. Golf: Students provide golf clubs, golf bag, golf balls, and appropriate athletic shoes and pay range or green fees up to \$30.00 per season.
14. Softball: Students provide softball glove, bat, appropriate athletic shoes, and colored socks.
15. Baseball: Students provide baseball glove, bat, appropriate athletic shoes, and colored socks and pay indoor facilities fees up to \$30 per season.
16. Soccer: Students provide shin guards, appropriate athletic shoes, and colored socks and pay indoor facilities fees up to \$30 per season.
17. Wrestling: Students provide appropriate athletic shoes for use indoors only.
18. Swimming: Students provide swimsuits, towels, goggles and fins.
19. Track: Students provide appropriate athletic shoes.
20. Dance Team/Cheerleading: Students purchase selected uniforms and pay fees to a summer camp.
21. Swing Choir: Students will purchase required selected performance attire at a cost not to exceed \$350 per student.

1. Students pay admission fees, not to exceed \$30 (per event, per person), to school activities. The site administrator shall determine the admission charges to each “home” high school event.
2. Athletic Admission Ticket: Student pays \$35 for admission to all “home” high school athletic events (non-tournament competitions).

C. Post-Secondary Education

1. Post-Secondary Education Costs: Students pay the cost tuition and other fees only associated with obtaining credits from a postsecondary educational institution if the student chooses to apply for postsecondary education credit [i.e., \$21.50 per credit hour for Metropolitan Community College (MCC), \$225 per course at UNO, University of Nebraska – Omaha or \$140 per credit hour and registration at UNL, University of Nebraska – Lincoln (online classes)].
2. Advanced Placement Exams Fees: Students pay the cost of each exam (i.e., currently \$86 per exam).
3. International Baccalaureate Exams Fees: Students pay for the cost of testing (i.e., currently approximately \$650 for two years of testing).
4. PSAT/NMSQT (Preliminary Scholastic Aptitude Test/National Merit Scholarship Qualifying Test): Students pay for the cost of testing (i.e., currently up to \$20 per exam).

D. Special Transportation

1. §72-241 (option enrollment students): n/a
2. §79-605 (tuition students): n/a
3. §79-611 (students within 4 miles [and open enrollment students](#)): n/a

E. Copies of Files/Records

1. Transcript fee: Students pay \$5.
2. Other Requests: Students pay 10 cents per page.

F. Lost/Damaged Property

1. Student pays for cost of repair or replacement of property.

G. Summer/Night School *

1. Summer School: Students pay \$100 (for 3 instructional hours per day for 24 days, 1 one-semester course); \$200 (for 6 instructional hours per day for 24 days, 2 one-semester courses); or \$60 (for 3 instructional hours per day for 14 days, noncredit mini class).
2. Special Education Summer School: Students pay \$100 (for 3.75 hours per day for 14 days in June).
3. Summer Opportunities instruction for students - no more than \$40 (per opportunity per student).

H. Breakfast/Lunch Programs *

1. Students pay for breakfast (i.e., current cost of breakfast - \$1.70)
2. Students pay for lunch (i.e., current cost of lunch - \$2.30, \$2.60, or \$3.00). A la carte selections vary in price.

1. Students wishing to park in school lots during the school day must obtain a parking permit for \$30.

J. Non-Specialized Attire

1. PE: Students provide athletic shoes, socks, swimsuit, towel, elastic-waist shorts, t-shirt, cold weather attire as needed.
2. Lifeguarding: Students provide a CPR mouth guard.

K. Musical Instruments (Optional, Non-Extracurricular) *

1. Band & Strings: Students provide their own instruments.

L. Music Items (Extracurricular) *

1. Pep Band: Students provide a colored polo shirt (general description by band instructor).
2. Band: Students may provide black or white leather shoes as generally described by band instructor.

* *The requirements marked with an asterisk (*) may be waived for students who qualify for free and reduced-priced lunches.*

IV. **Student Fee Fund:**

- A. The District shall establish a Student Fee Fund, which shall be a separate fund not funded by tax revenue.
- B. All money collected from students pursuant to §79-2,127(1) (related to extracurricular activities), §79-2,127(3) (related to post secondary education costs), and §79-2,127(8) (related to summer school and night school) shall be deposited into the Student Fee Fund. Money expended from such fund shall be for the purposes for which it was collected from students.

V. **Waiver of Fees and/or Requirements:**

- A. Students who qualify for free or reduced-priced lunches under the USDA child nutrition programs may have fees and requirements waived for the following:
 1. §79-2,133(1) Related to participation in extracurricular activities
 2. §79-2,133(1) Related to participation in extracurricular activities
 3. §79-2,131 Related to optional music courses and extracurricular music activities
- B. Participating in a free-lunch program or a reduced-price lunch program shall not be required for students to qualify for a waiver of fees and/or requirements.
- C. Any qualified student desiring a waiver of fees and/or requirements shall complete and submit a Request for Waiver of Fees and/or Requirements form to the building principal (or his/her designee). Once the Request is processed, the principal (or his/her designee) shall inform the student as to whether the Request was approved or denied.

Legal References: Neb. Rev. Stat. §79-2,125 *et seq.*

Related Policies & Rules: 6750

Rule Approved: July 15, 2002

Revised: April 21, 2003; July 21, 2003; May 17, 2004; June 6, 2005;

April 17, 2006; April 23, 2007; April 21, 2008; April 13, 2009; [November 2, 2009](#)

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

AGENDA ITEM: First Reading of Policy 8111

Meeting Date: November 2, 2009

Department: Planning & Evaluation

Title and Brief Description: There is currently no policy regarding the establishment and adjustment of attendance areas within the district.

Action Desired: Approval

Background: We are recommending a policy that addresses the practice that has historically existed in this area.

Options/Alternatives Considered: N.A.

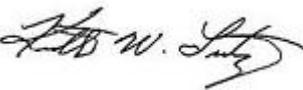
Recommendations: Approve Policy 8111 Internal Board Policies – Attendance Areas

Strategic Plan Reference: To meet the mission of the district.

Implications of Adoption/Rejection: N.A.

Timeline:

Responsible Persons: Dr. Jon Lopez

Superintendent's Signature: _____  _____

Internal Board Policies**Attendance Areas****8111**

The Board of Education will direct the Superintendent to establish or alter the geographical attendance area for each school and make assignments for student attendance in such schools for each grade level, Pre-K-5, 6-8 and 9-12, and shall enact such attendance areas upon board approval. Exceptions for students to attend a school other than the assigned attendance area school may be made through the intra-district transfer process on the basis of criteria established by the Board of Education and administered through the Office of Pupil Services.

Legal Reference: Neb. Rev. Stat. §79-2110

Millard Public Schools
Omaha, Nebraska

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LELAND C. WHITE
(1899-1981)

October 27, 2009

Mr. Jon Lopez
Millard Public Schools
Don Stroh Administration Center
5606 South 147th Street
Omaha, NE 68137

RE: Policy 8111 - Review

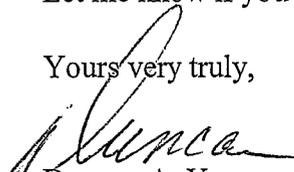
Dear Jon:

We received the proposed policy today and gave it a quick review for the limited purpose of making sure the policy complies with the requirements in §79-2110(b). There are no material changes that we would suggest making to the policy itself. Any changes we would suggest would be stylistic.

I would suggest that the policy be reassigned instead from 8111 under Internal Board Policies, to somewhere in the 5000 Series. It might be advisable to create a policy 5030. That area of the policy seems to fit fairly well.

Let me know if you have any other questions.

Yours very truly,


Duncan A. Young

DAY/sh
c: Ken Fossen

AGENDA SUMMARY SHEET

AGENDA ITEM: Resolution Regarding Lease Purchase of Real Estate

MEETING DATE: November 2, 2009

DEPARTMENT: General Administration

TITLE & BRIEF DESCRIPTION: Resolution Regarding Lease Purchase of Real Estate – A resolution necessary to establish the lease purchase plans for the renovation of the Excel (SSC-II) building near 139th & “L” Streets.

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: The board has had several discussions about the lease purchase of the renovation of the Excel (SSC-II) property near 139th & L Streets. The lease purchase for the renovation will be handled similarly to the lease purchase of the facility itself.

The attached resolution was prepared by Lauren Wismer (bond counsel) and is related to the financial arrangements for the lease purchase agreement funded by Certificates of Participation (COPs). The First National Bank of Omaha would be the trustee.

OPTIONS AND ALTERNATIVES: n/a

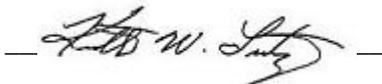
RECOMMENDATION: It is recommended that the RESOLUTION AUTHORIZING AND APPROVING A LEASE-PURCHASE TRANSACTION WITH FIRST NATIONAL BANK OF OMAHA, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REMODELING, RENOVATING, EQUIPPING AND FURNISHING AN EXISTING BUILDING TO PROVIDE FACILITIES FOR SUPPORT SERVICES FOR THE OPERATION OF THE DISTRICT AND ITS PROPERTIES; APPROVING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$4,300,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION IN SUCH LEASE; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF CERTAIN PROVISIONS OF THE LEASE; AND RELATED MATTERS be approved as submitted.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate.

RESPONSIBLE PERSON: Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT'S APPROVAL: 

DOUGLAS COUNTY SCHOOL DISTRICT 0017

A RESOLUTION AUTHORIZING AND APPROVING A LEASE-PURCHASE TRANSACTION WITH FIRST NATIONAL BANK OF OMAHA, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF REMODELING, RENOVATING, EQUIPPING AND FURNISHING AN EXISTING BUILDING TO PROVIDE FACILITIES FOR SUPPORT SERVICES FOR THE OPERATION OF THE DISTRICT AND ITS PROPERTIES; APPROVING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$4,300,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION IN SUCH LEASE; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF CERTAIN PROVISIONS OF THE LEASE; AND RELATED MATTERS.

BE IT RESOLVED BY THE BOARD OF EDUCATION OF DOUGLAS COUNTY SCHOOL DISTRICT 0017 AS FOLLOWS:

Section 1. The Board of Education (the **“Board”**) of Douglas County School District 0017 (Millard Public Schools) in the State of Nebraska (the **“District”**) hereby finds and determines as follows:

(a) The District has previously acquired certain real property and the existing facilities located thereon (the **“Property”**) for the purpose of providing facilities for support services for the operation of the District and its properties.

(b) It is necessary, desirable, advisable and in the best interest of the District that the District remodel. Renovate, equip and furnish such facilities (collectively, the **“Project”**)

(c) The District has carefully considered the options available to it with respect to financing the Project.

(d) In order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the District to take the following actions:

1. Enter into a Lease-Purchase Agreement (the **“Lease”**) with First National Bank of Omaha, as trustee (the **“MPSBT Trustee”**) of the MPSB Trust, (the **“Trust”**), as title holder of the Property, pursuant to which the District, as lessee, will lease the Project from the MPSBT Trustee, as lessor, with an option to purchase the MPSBT Trustee’s interest in the Project, the form of which is attached hereto;

2. Execute and deliver a Continuing Disclosure Certificate (the **“Disclosure Certificate”**) pursuant to which the District agrees to provide certain financial and other information with respect to the Certificates of Participation, Series 2009 (the **“Certificates of Participation”**), evidencing proportionate interests of the owners thereof in basic rent payments to be made by the District under the Lease, the form of which is attached hereto;

3. Execute and deliver a Federal Tax Certificate (the **“Tax Certificate”**) pursuant to which the District makes certain representations and covenants related to the exclusion of the interest portions of Basic Rent under the Lease from gross income for purposes of federal income taxation, the form of which is attached hereto;

4. Approve a Declaration of Trust (the “**Declaration of Trust**”) between the MPSB Trust and First National Bank of Omaha, as COPs Trustee (the “**COPs Trustee**”) pursuant to which the Certificates of Participation will be executed and delivered, the form of which is attached hereto; and

5. Approve an Official Statement respecting the Certificates of Participation, to be in substantially the same form as the Preliminary Official Statement respecting the Certificates of Participation, the form of which is attached hereto (the “**Preliminary Official Statement**,” and together, the “**Official Statement**”).

The Lease, the Disclosure Certificate and the Tax Certificate are referred to together herein as the “**District Documents**.”

Section 2. Authorization and Approval of District Documents and Declaration of Trust. The District Documents and the Declaration of Trust are hereby approved in substantially the forms submitted to and reviewed by the Board on the date hereof, with such changes therein as are approved by the Assistant Superintendent for General Administration.

The Assistant Superintendent for General Administration is hereby authorized and directed to determine (a) the principal amount of the Lease, which shall not exceed \$4,300,000 (b) the principal installments to be due thereunder, (c) the final maturity of the Lease, which shall not be later than December July 1, 2016, (d) the rate of interest to be carried by each principal installment such that the true interest cost shall not exceed 5.00%, and (e) the prepayment provisions, which may include a prepayment premium not to exceed 2.00%. The Assistant Superintendent for General Administration, after receiving advice from counsel to the District and special tax counsel, is hereby authorized to make such changes, additions or deletions with respect to the Lease as may be in the best interests of the District prior to the signing thereof. The Assistant Superintendent for General Administration’s execution of the District Documents will be conclusive evidence of such approval.

The Assistant Superintendent for General Administration is hereby authorized and directed to execute and deliver the District Documents and to approve changes to the Declaration of Trust on behalf of and as the act and deed of the District.

Section 3. Approval of Official Statement. The final Official Statement is hereby authorized and approved, supplementing, amending and completing the Preliminary Official Statement, with such changes therein and additions thereto as are approved by the officer of the District executing the final Official Statement, such officer’s execution thereof to be conclusive evidence of said officer’s approval thereof, and the public distribution of the final Official Statement are in all respects hereby authorized and approved. The Finance Director of the District is hereby authorized to execute and deliver the final Official Statement on behalf of and as the act and deed of the District.

Section 4. The Certificates shall be sold at a price not less than 99.25% of the principal amount thereof to the responsible bidder offering to purchase the Certificates at the lowest true interest cost to the District as described in the Notice to Bidders dated November 2, 2009 (the “**Notice to Bidders**”) with respect to the Certificates. The Notice to Bidders, in the form attached hereto is hereby approved, adopted, ratified and affirmed together with such changes, additions, deletions or modifications as the Assistant Superintendent for General Administration, counsel to the District, and special tax counsel shall approve as being in the best interests of the District. The Assistant Superintendent for General Administration, on behalf of the District, is hereby authorized and directed to take all necessary actions and execute all necessary documents to award the sale of the Certificates to such lowest bidder.

Section 5. The President, the Secretary, the Treasurer, the Superintendent, and the Assistant Superintendent for General Administration, are hereby authorized to execute and deliver for and on behalf of the District the District Documents and all additional certificates, documents, opinions, or other papers and to perform all other acts as they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

Section 6. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs the President, the Secretary, the Treasurer, the Superintendent, and the Assistant Superintendent for General Administration and all other officers, officials, employees and agents of the District to carry out or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any of them, in consultation with special tax counsel, the COPs Trustee and its counsel, the purchaser of the Certificates and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to the Assistant Superintendent for General Administration the right, power and authority to exercise his independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Lease and the Certificates not specifically set forth in this Resolution and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the Lease and the issuance, sale and delivery of the Certificates. The execution and delivery by the Assistant Superintendent for General Administration or by any such other officers, officials, employees or agents of the District of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Resolution, shall constitute conclusive evidence of both the District's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the District and the authorization, approval and ratification by the District of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Superintendent, the Assistant Superintendent for General Administration and all other officers, officials, employees and agents of the District including, without limitation, the expenditure of funds and the selection, appointment and employment of special tax counsel, financial advisors, and other agents in connection with the execution and delivery of the Lease and the issuance, sale and delivery of the Certificates, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. The provisions of this Resolution, of any supplemental resolution, and of any resolutions or other proceedings providing for the execution and delivery of the Lease and the sale of the Certificates and the terms and provisions thereof shall constitute a contract between the District, the COPs Trustee and the registered owners of the Certificates, and the provisions thereof shall be enforceable by any owner of a Certificate for the equal benefit and protection of all such owners similarly situated, by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the “**State**”) in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the District Documents, and the issuance, sale and delivery of the Certificates, this Resolution and any supplemental resolution shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Resolution.

Section 8. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution, the District Documents or the Certificates is intended or should be construed to confer upon or give to any person other than the District, the COPs Trustee and the registered owners of the Certificates, any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, lease or provision herein contained. The Resolution and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the District, the COPs Trustee and the registered owners from time to time of the Certificates as herein and therein provided.

Section 9. No officer or employee of the District shall be individually or personally liable for the performance of any duties or obligations under the District Documents or the payment of the principal of or interest on any Certificate. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 10. Whenever this Resolution or the District Documents requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Resolution or the District Documents the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 11. If any one or more of the covenants or agreements or portions thereof provided in this Resolution on the part of the District to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Lease, but the Lessor and the registered owners of the Certificates shall retain all the rights and benefits afforded to them hereunder and under the Lease or any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 12. This Resolution shall be construed and interpreted in accordance with the laws of the State. All suits and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in the State except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Resolution, or remedies under this Resolution.

Section 13. Any resolution of the District, and any part of any resolution, inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

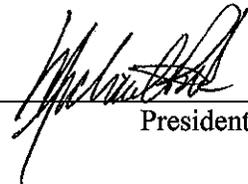
Section 14. This Resolution shall take effect and be in force from and after its passage and publication according to law.

PASSED November 2, 2009.

**DOUGLAS COUNTY SCHOOL DISTRICT
0017 (MILLARD PUBLIC SCHOOLS) IN THE
STATE OF NEBRASKA**

ATTEST:

By: Rinda Poole
Secretary

By: 
President
11-2-09

GILMORE & BELL, P.C.
Draft – October 22, 2009

LEASE PURCHASE AGREEMENT

between

**FIRST NATIONAL BANK OF OMAHA,
as Trustee**

and

**DOUGLAS COUNTY SCHOOL DISTRICT 0017
(MILLARD PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA**

Dated as of December 1, 2009

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LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (the “Lease”), dated as of December 1, 2009, is entered into between **First National Bank of Omaha**, a national banking association organized and existing under the laws of the United States of America, as Trustee (the “Trustee”), and the **Douglas County School District 0017 (Millard Public Schools) in the State of Nebraska**, a Class III school district and political subdivision organized and existing under the laws of the State of Nebraska (the “District”).

WITNESSETH:

WHEREAS, the District and the Trustee have entered into a Base Lease dated as of December 1, 2009 (the “Base Lease”), pursuant to which the District has leased to the Trustee the real property described on **Schedule 1**, including any existing improvements thereon (the “Real Property”); and

WHEREAS, concurrently herewith the Trustee is entering into a Declaration of Trust (as hereinafter defined) pursuant to which the Trustee will execute and deliver one or more series of Certificates (as defined in the Declaration of Trust), the proceeds of which will be used to provide the funds to (1) pay the costs of renovating and remodeling the structures (the “Improvements”) located on the Real Property (the Improvements and the Real Property being referenced collectively as the “Project”), and (2) pay certain costs connected to the execution and delivery of the Certificates; and

WHEREAS, the Trustee desires to lease Project to the District, all subject to the terms and conditions and for the purposes set forth in this Lease; and

WHEREAS, the District is authorized under the constitution and laws of the State of Nebraska to enter into this Lease for the purposes set forth herein,

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise specifically requires or indicates to the contrary, the following terms as used in this Lease will have the following meanings:

“**Additional Certificates**” means the Additional Certificates as defined in the Declaration of Trust.

“**Authorized Representative**” means Authorized Representative as defined in the Declaration of Trust.

“**Available Revenues**” means, for any Fiscal Year, any balances of the District from previous Fiscal Years encumbered to pay Rent, amounts budgeted or appropriated by the District for such Fiscal Year plus any unencumbered balances of the District from previous Fiscal Years that are legally available

to pay Rent during such Fiscal Year, plus all moneys and investments, including earnings thereon, held by the Trustee pursuant to the Declaration of Trust.

“Basic Rent” means the Basic Rent Payments comprised of a Principal Portion and an Interest Portion as set forth on **Exhibit A**, as **Exhibit A** may be revised as provided in **Section 3.09** of the Declaration of Trust and in **Section 4.08**.

“Basic Rent Payment” means a payment of Basic Rent.

“Basic Rent Payment Date” means each May 15 and November 15 during the Lease Term, commencing on May 15, 2010.

“Business Day” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“Certificates” means the Series 2009 Certificates and any Additional Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Completion Certificate” means the certificate of the District given in accordance with **Section 5.03**.

“Completion Date” means the date of completion of the Improvements as that date will be certified as provided in **Section 5.03**.

“Construction Agreement” means one of any agreements between the District and various parties, if any, providing for the acquisition, construction and installation of various portions of the Improvements.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement entered into by the District and the dissemination agent thereunder in connection with the execution and delivery of a series of Certificates, as from time to time amended.

“Costs of Improvements” means all reasonable or necessary expenses related or incidental to the acquisition and construction of the Improvements, including the expenses of studies, surveys, title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses, including interest on the Certificates to the Completion Date. Costs of Improvements includes Costs of Issuance.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, execution, sale and delivery of the Certificates, including advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, legal fees of parties to the transaction and all other initial fees and disbursements contemplated by this Lease and the Declaration of Trust.

“Declaration of Trust” means the Declaration of Trust dated as of December 1, 2009, made by the Trustee, as the same may from time to time be amended or supplemented in accordance with its terms.

“District” means the Douglas County School District 0017 (Millard Public Schools) in the State of Nebraska, a Class III school district duly created, organized and existing under and by virtue of the laws of the State of Nebraska, and its successors.

“Event of Default” means an Event of Default as described in **Section 12.01**.

“Event of Nonappropriation” means an Event of Nonappropriation as described in **Section 3.04**.

“Fiscal Year” means the fiscal year of the District, currently the twelve-month period beginning September 1 and ending on August 31.

“Funds” means the Funds defined in the Declaration of Trust.

“Government Obligations” means (a) direct noncallable obligations of the United States of America and obligations the timely payment of principal and interest on which is fully and unconditionally guaranteed by the United States of America, and (b) trust receipts or certificates evidencing participation or other direct ownership interests in principal or interest payments to be made upon obligations described in clause (a) above that are held in a custody or trust account free and clear of all claims of persons other than the holders of such trust receipts or certificates, and (c) obligations that are noncallable or for which the call date has been irrevocably determined having an investment rating in the highest rating category of either Moody’s or S&P as a result of the advance refunding of such obligations by the deposit of direct noncallable obligations of the United States of America in a trust or escrow account segregated and exclusively set aside for the payment of such obligations and that mature as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to timely pay such principal and interest.

“Improvements” means the Improvements described in the recitals hereto, including any modifications, additions, improvements, replacements or substitutions thereto or therefor.

“Interest Portion” means the portion of each Basic Rent Payment that represents the payment of interest as set forth on **Exhibit A**.

“Lease” means this Lease Purchase Agreement, dated as of December 1, 2009, between the Trustee, as lessor, and the District, as lessee, as amended and supplemented from time to time in accordance with its terms.

“Lease Revenue Fund” means the Lease Revenue Fund as defined in the Declaration of Trust.

“Lease Term” means the Original Term and all Renewal Terms.

“Moody’s” means Moody’s Investors Service, Inc., and its successors and assigns, and, if that firm will be dissolved or liquidated or no longer performs the functions of a securities rating service, “Moody’s” will be deemed to refer to any other nationally recognized securities rating service designated by the District, with notice to the Trustee.

“Net Proceeds” means the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all reasonable expenses, including attorneys’ fees, incurred in the collection thereof.

“Opinion of Counsel” means a written opinion of counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the District.

“Original Term” means the period from December 1, 2009, until the end of the Fiscal Year then in effect.

“Outstanding” means Outstanding as defined in the Declaration of Trust.

“Principal Portion” means the principal portion of the Basic Rent Payments as set forth in **Exhibit A**.

“Project” means the Real Property and the Improvements.

“Project Fund” means the Project Fund as defined in the Declaration of Trust.

“Purchase Price” means the amount designated as such in **Article X** that the District may pay to the Trustee to purchase the Trustee’s interest in the Project.

“Real Property” means the real property described in **Schedule 1**.

“Renewal Term” means each renewal term of this Lease, each having a duration of one year and a term coextensive with then current Fiscal Year as provided in **Section 3.02**, except that the last possible Renewal Term will end on May 15, 2016.

“Rent” means, collectively, Basic Rent and Supplemental Rent.

“Rent Payment” means a payment of Rent.

“Series 2009 Certificates” means the Series 2009 Certificates as defined in the Declaration of Trust.

“S&P” means Standard & Poor’s, a division of the McGraw–Hill Companies, its successors and their assigns, and if that entity no longer performs the functions of a securities rating agency, “S&P” will be deemed to refer to any other nationally recognized securities rating agency designated by the Trustee.

“Special Tax Counsel” means Gilmore & Bell, P.C., or any other attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds or other obligations issued by states and political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America.

“State” means the State of Nebraska.

“Supplemental Declaration of Trust” means any amendment or supplement to the Declaration of Trust entered pursuant to **Article VIII** of the Declaration of Trust.

“Supplemental Lease” means any amendment or supplement to this Lease entered pursuant to **Section 13.05**.

“Supplemental Rent” means all amounts due hereunder other than Basic Rent.

“Supplemental Rent Payment” means a payment of Supplemental Rent.

“Federal Tax Certificate” means the Federal Tax Certificate executed and delivered by the District in connection with the execution and delivery with each series of Certificates.

“Trustee” means the party acting as Trustee under the Declaration of Trust.

Section 1.02. Rules of Construction. Words of the masculine gender will be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context will otherwise indicate, the words importing the singular number will include the plural and vice versa, and words importing person will include firms, associations and corporations, including public bodies, as well as natural persons.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, section, exhibit, schedule or appendix will be construed to be a reference to the specified article or section hereof or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the words “including,” such listing is not intended to be a listing that excludes items not listed.

The section and article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.03. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument.

Section 1.04. Severability. If any provision of this Lease is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Lease contained will not affect the remaining portions of this Lease, or any part thereof.

Section 1.05. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations of the District. The District represents and warrants, as of the date of delivery hereof, as follows:

(a) The District is a Class III school district duly created, organized and existing under and by virtue of the constitution and laws of the State with full power and authority to enter into this Lease and the transaction contemplated thereby and hereby and to perform all of its obligations thereunder and hereunder.

(b) The District has full power and authority to enter into the transactions contemplated by this Lease and has been duly authorized to execute and deliver this Lease by proper action by its governing body. This Lease is a valid, legal and binding obligation of the District enforceable in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and equitable principles affecting creditor's rights generally.

(c) The lease of the Project by the Trustee to the District, as provided in this Lease, is necessary, desirable, in the public interest and consistent with the permissible scope of the District's authority. The District hereby declares its current need for the Project and its current expectation that it will continue to need and use the Project for the maximum Lease Term.

(d) The District's financial statements that have been used in connection with any offering of the Certificates present fairly, in accordance with generally accepted accounting principles and applicable regulations consistently applied throughout the periods involved, the financial position of the District as at their respective dates and the revenues and expenses and changes in fund balances for the periods covered thereby.

(e) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof or hereof, nor the consummation of the transactions contemplated thereby or hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is a party or by which the District is bound.

(f) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the proceedings of the governing body of the District authorizing this Lease or the power or authority of the District to enter into this Lease or the validity or enforceability of this Lease or that, if adversely determined, would adversely affect the transactions contemplated by this Lease or the interest of the Trustee under this Lease.

(g) The District has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the District's interests in any property now or hereafter included in the Project will be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by this Lease.

(h) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists.

(i) Upon completion, the Improvements will be structurally sound and in compliance with all applicable building and design codes and the District's requirements.

(j) The District has complied or will comply with any public bidding requirements that may be applicable to this Lease and the acquisition, construction and equipping of the Improvements.

ARTICLE III

DEMISING OF THE PROPERTY; LEASE TERM

Section 3.01. Lease of Project. The Trustee hereby demises, leases, subleases and lets to the District, and the District rents, leases, subleases and hires from the Trustee, the Project in accordance with this Lease for the Lease Term.

Section 3.02. Lease Term. The Original Term of this Lease will terminate the last day of the current Fiscal Year. The Lease Term may be continued, solely at the option of the District, at the end of the Original Term or any Renewal Term for an additional one year, provided that the final Renewal Term will not extend beyond May 15, 2016. At the end of the Original Term and at the end of each Renewal Term, unless the District has terminated this Lease pursuant to **Sections 3.04** or **10.01** and for no other reason, the District will be deemed to have exercised its option to continue this Lease for the next Renewal Term. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except for any difference in the Rent as provided on **Exhibit A**.

Section 3.03. Continuation of Lease Term by the District. The District reasonably believes that legally available funds in an amount sufficient to make all payments of Rent during the Original Term and each of the Renewal Terms can be obtained. The District further covenants that its responsible financial officer will do all things lawfully within his power to obtain and maintain funds from which the Rent may be paid, including making provision for such payments to the extent necessary in each proposed budget or appropriation request submitted for adoption in accordance with applicable provisions of law and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any Renewal Term is to be made in accordance with the District's normal procedures for such decisions by then current governing body of the District.

Section 3.04. Nonappropriation. The District is obligated only to pay periodic payments under this Lease as may lawfully be made from Available Revenues. If an Event of Nonappropriation occurs, this Lease will be deemed terminated at the end of then current Original Term or Renewal Term. An Event of Nonappropriation will be deemed to have occurred if the District fails to budget, appropriate or otherwise provide for sufficient funds to pay Basic Rent and any reasonably anticipated Supplemental Rent to come due during the immediately following Renewal Term. The District agrees to deliver notice to the Trustee of such termination at least 90 days prior to the end of then current Original Term or Renewal Term, but failure to give such notice will not extend the term beyond such Original Term or

Renewal Term. If this Lease is terminated in accordance with this Section, the District agrees peaceably to transfer and surrender possession of the Project to the Trustee.

Section 3.05. Enjoyment of Project. The Trustee will provide the District during the Lease Term with quiet use and enjoyment of the Project, and the District will, during the Lease Term, peaceably and quietly have, hold and enjoy the Project, without suit, trouble or hindrance from the Trustee, except as expressly set forth in this Lease. The District will have the right to use the Project for any essential governmental or proprietary purpose of the District, subject to the limitations contained in this Lease.

Notwithstanding any other provision in this Lease, the Trustee will have no responsibility to cause the Improvements to be constructed or to maintain, repair or insure the Project. The District will comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner and use or the condition of the Project. The District will also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of **Article VII**. The District will pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the District to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the District will have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer and during such contest or review, the District may refrain from complying therewith, if the District furnishes, on request, to the Trustee, at the District's expense, indemnity satisfactory to the Trustee.

Section 3.06. Inspection. The Trustee will have the right at all reasonable times and with reasonable notice during business hours to enter into and upon the Project for the purpose of inspecting the Project.

ARTICLE IV

RENT

Section 4.01. Basic Rent. The District will promptly pay all Basic Rent, subject to **Sections 3.04** and **4.03**, in lawful money of the United States of America on each Basic Rent Payment Date in such amounts as are described on **Exhibit A**. A portion of each Basic Rent Payment is paid as, and represents payment of, interest as set forth on **Exhibit A** (said interest to be attributable to the various principal components in accordance with the per annum rates set forth on **Exhibit A**).

To provide for the timely payment of Basic Rent, the District will pay to the Trustee for deposit in the Lease Revenue Fund not less than five Business Days before each Basic Rent Payment Date, the amount due on such Basic Rent Payment Date.

The District will, in accordance with the requirements of law and its normal budgeting procedures, fully budget and appropriate sufficient funds for the current Fiscal Year to make the Rent Payments scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds will not be expended for other purposes.

Section 4.02. Supplemental Rent. The District will pay, subject to **Sections 3.04** and **4.03**, as Supplemental Rent (a) all Impositions (as defined in **Article VI**); (b) all amounts required under **Sections 4.04** or **4.06** and all other payments of whatever nature that the District has agreed to pay or assume under this Lease; (c) all expenses, including attorneys' fees and expenses to the extent permitted by law, incurred in connection with the enforcement of any rights under this Lease by the Trustee; (d) all fees, charges and expenses of the Trustee as further provided in **Section 4.07**; and (e) any payments required to be made pursuant to the Federal Tax Certificate. Amounts required to be paid under this Section will be paid directly to the person or entity owed.

Section 4.03. Rent Payments to Constitute a Current Expense and Limited Obligation of the District. Notwithstanding any other provision hereof, the Trustee and the District understand and intend that the obligation of the District to pay Rent hereunder be limited to payment from Available Revenues and will constitute a current expense of the District and will not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor will anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District, and all provisions of this Lease will be construed so as to give effect to such intent.

Section 4.04. Advances. In the event the District will fail to either maintain the insurance required by this Lease or keep the Project in good repair, the Trustee may, but will be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Project and pay the cost thereof. All amounts so advanced by the Trustee will constitute Supplement Rent for then current Original Term or Renewal Term, and the District covenants and agrees to pay such amounts so advanced by the Trustee with interest thereon from the due date until paid at a rate per annum equal to the prime rate of the Trustee plus 2% or the maximum amount permitted by law, whichever is less.

Section 4.05. Credit against Basic Rent Payment Obligation. The District will receive credit against its obligation to pay the Interest Portion or Principal Portion of Basic Rent to the extent moneys are on deposit in the Lease Revenue Fund and are available to pay the Interest Portion or the Principal Portion of Basic Rent represented by the Certificates.

Section 4.06. Net Lease; Rent Payments to be Unconditional. This Lease is intended to be net, net, net to the Trustee, subject to **Sections 3.04, 4.03** and **4.05**, and the obligations of the District to make payment of the Rent Payments and to perform and observe the other covenants and agreements contained herein will be absolute and unconditional in all events without abatement, diminution, deduction, setoff or defense, for any reason, including any failure of the Project to be constructed or installed, any defects, malfunctions, breakdowns or infirmities in the Project or any accident, condemnation or unforeseen circumstances.

Nothing in this Lease will be construed as a waiver by the District of any rights or claims the District may have against the Trustee under this Lease or otherwise, but any recovery upon such rights and claims will be from the Trustee separately, it being the intent of this Lease that the District will be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Basic Rent and Supplemental Rent. The District may, however, at its own cost and expense and in its own name or in the name of the Trustee, prosecute or defend any action or proceeding or take any other action involving third persons that the District deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Trustee hereby agrees, subject to receipt by the Trustee of satisfactory indemnity in accordance with **Section 11.03** of the Declaration of Trust, to cooperate fully with the District and to take

all action necessary to effect the substitution of the District for the Trustee in any such action or proceeding if the District will so request.

Section 4.07. Compensation of the Trustee. The District will, from time to time, upon the written request of the Trustee, (a) pay to the Trustee reasonable compensation for its services as agreed to by the District and the Trustee from time to time (which compensation will not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and (b) reimburse the Trustee for all reasonable advances and expenditures, including but not limited to, advances to and reasonable fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys or other experts employed by it in the exercise and performance of its powers and duties hereunder. Compensation under this Section (except the initial fee which is included in Costs of Issuance) is to be paid as Supplemental Rent as set forth in **Section 4.02**. The Trustee will have a first lien against the Trust Estate for its reasonable costs, fees, expenses and advancements hereunder.

Section 4.08. Increased Basic Rent. Notwithstanding any other provision of this Lease, the Trustee and the District may enter into a Supplemental Lease or Supplemental Leases that increase the amount of Basic Rent payable by the District on any Basic Rent Payment Date to provide funds to pay the costs of (a) repairing, replacing or restoring the Project, (b) improving, upgrading or modifying the Project, (c) additional improvements to the Project or the acquisition of additional real property to be included in the Project or the acquisition, purchase construction or equipping of additions to or expansions or remodeling or modification of the Project, and (d) refunding any or all of the Certificates. Each such Supplemental Lease will include an amended **Exhibit A** reflecting separately the Principal Portion and the Interest Portion of Basic Rent allocable to the original Lease and to each Supplemental Lease due on each Basic Rent Payment Date as well as the total Basic Rent on each Basic Rent Payment Date.

ARTICLE V

ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE IMPROVEMENTS

Section 5.01. Acquisition, Construction and Installation. The District represents, warrants, covenants and agrees as follows:

(a) It has entered into or will enter into Construction Agreements providing for the construction of the Improvements in accordance with the plans and specifications or will construct the Improvements with District employees in accordance with the plans and specifications;

(b) It will cause the acquisition, construction and installation of the Improvements to be completed with all reasonable dispatch in accordance with the applicable provisions of this Lease;

(c) All contracts entered into or to be entered into by the District relating to such work will be in accordance with all applicable requirements of the laws of the State and will have the performance bonds required by **Section 7.01(f)**;

(d) It has obtained or will obtain all necessary or required permits, licenses, consents and approvals that are material for the purchase, construction, installation, operation and maintenance of the Project and will comply with all lawful requirements of any governmental body regarding the use or condition of the Project, whether existing or later enacted or foreseen or unforeseen or whether involving any change in governmental policy or requiring structural or other change to the Project and irrespective of the cost of so complying;

(e) It will pay all fees, costs and expenses incurred in completing the Improvements or, to the extent there are moneys in the Project Fund available therefor, will request the Trustee to make such payments from the Project Fund in the manner hereinafter and in the Declaration of Trust provided; and

(f) It will ask, demand, sue for and use its best efforts to recover and receive such sums of money, debts or other demand to which it may be entitled under any contract, order, receipt, guaranty, warranty, writing or instruction in connection with the purchase, construction and installation of the Improvements, and it will use its best efforts, to the extent economically reasonable, to enforce the provisions of any contract, agreement, obligation, bond or other security in connection therewith, and any such amounts received in connection with the foregoing, after deduction of expenses incurred in recovering such amounts, will be paid to the Trustee for deposit in the Project Fund if the Completion Date has not occurred or for deposit in the Lease Revenue Fund Account if the Completion Date has occurred.

If the purchase, construction and installation of the Improvements or any portion thereof is delayed or fails to occur for any reason, there will be no diminution in or postponement of the payments to be made by the District hereunder.

The Trustee is not the agent or representative of the District, and the District is not the agent of the Trustee, and this Lease will not be construed to make the Trustee liable to materialmen, contractors, subcontractors, craftsmen, laborers or others for goods or services delivered by them in connection with the Project, or for debts or claims accruing to the aforesaid parties against the District. This Lease will not create any contractual relation either expressed or implied between the Trustee and any materialmen, contractors, subcontractors, craftsmen, laborers or any other person supplying any work, labor or materials in connection with the Project. Notwithstanding anything herein or in the Declaration of Trust to the contrary, during the Lease Term, the Trustee will not be deemed to exercise control over or be an operator or owner of the Improvements and will not be responsible or liable for the operation, use and maintenance of the Improvements.

Section 5.02. Payment for Construction of the Improvements. In compliance with **Section 6.04** of the Declaration of Trust, costs and expenses of every nature incurred in the construction of the Improvements that qualify as Costs of Improvements will be paid by the Trustee from the Project Fund upon receipt by the Trustee of a completed request of the District signed by the Authorized Representative of the District and containing the statements, representations and certifications set forth in the form of such request attached to the Declaration of Trust as **Exhibit B**.

In making disbursements for Costs of Improvements, the Trustee will be entitled to conclusively rely upon each written requisition certificate executed by the Authorized Representative of the District without inquiry or investigation. It is understood that the Trustee will *not* make any inspections of the

Project nor any improvements thereon, make any provision to obtain completion bonds, mechanic's or materialmen's lien releases or otherwise supervise any phase of the construction or installation of the Project. The approval of each requisition certificate by the Authorized Representative of the District will constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed.

Section 5.03. Completion Date; Excess Funds. The Completion Date will be evidenced to Trustee upon receipt by the Trustee of a certificate signed by the Authorized Representative of the District (the "Completion Certificate") stating (a) the date on which the Improvements were substantially completed, (b) that all other facilities necessary in connection with the Improvements have been purchased, constructed and installed, (c) that the Improvements and such other facilities have been purchased, constructed, made and installed in accordance with the plans and specifications therefor and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, (d) that, except for Costs of Improvements described in clause (e), all Costs of Improvements have been paid, and (e) the amounts, if any, to be retained in the Project Fund for the payment of Costs of Improvements, if any, not yet due or Costs of Improvements whose liability the District is contesting, and amounts that otherwise should be retained and the reasons they should be retained. The Completion Certificate may state that it is given without prejudice to any rights of the District that then exist or may subsequently come into being against third parties. Any amounts remaining in the Project Fund that are not needed to pay any remaining Costs of Improvements will be transferred by the Trustee without further authorization to the Lease Revenue Fund.

Section 5.04. Warranties. The Trustee hereby assigns to the District for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any architect, contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Improvements, and the Trustee hereby authorizes the District to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at the District's expense. The District's sole remedy for the breach of such warranties, guarantees or other contract rights will be against any architect, contractor, subcontractor or supplier, and not against the Trustee, nor will such matter have any effect whatsoever on the rights of the Trustee with respect to this Lease, including the right to receive full and timely Basic Rent Payments and Supplemental Rent Payments. The District expressly acknowledges that the Trustee does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Project.

Section 5.05. DISCLAIMER OF WARRANTIES. THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT WILL THE TRUSTEE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE District'S USE OF THE PROJECT OR ANY PART THEREOF.

Section 5.06. Deficiency of Project Fund. If the Project Fund is insufficient to pay fully all Costs of Improvements and to complete fully the Project lien free, the District will pay, in cash, the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials and services as the same becomes due. The Trustee is not obligated to pay and will not be responsible for any such deficiency, and the District will save the Trustee whole and harmless from any

obligation to pay such deficiency. The District's obligation to pay any such deficiency will be limited to its current budgeted appropriations for the Project, and the District will have no obligation to appropriate additional funds therefor and may amend the Project to reduce or eliminate such deficiency.

ARTICLE VI

IMPOSITIONS

Section 6.01. Impositions. The District will bear, pay and discharge, before the delinquency thereof, as Supplemental Rent, all taxes and assessments, general and special, if any, that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, that if not paid when due would impair the security of the Trustee or encumber the Project (all of the foregoing being herein referred to as "Impositions").

Section 6.02. Contest of Impositions. The District will have the right, in its own name or in the Trustee's name, to contest the validity or amount of any Imposition that the District is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least ten days before the contested Imposition becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee notifies the District that, in the Opinion of Counsel, by nonpayment of any such items the interest of the Trustee in the Project will be endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the District will promptly pay such taxes, assessments or charges or provide the Trustee with full security against any loss that may result from nonpayment in form satisfactory to the Trustee. The Trustee agrees to cooperate with the District in connection with any and all administrative or judicial proceedings related to Impositions. The District will hold the Trustee whole and harmless from any costs and expenses the Trustee may incur with respect to any Imposition.

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.01. Insurance Required. The District will, during the Lease Term, cause the Project to be kept continuously insured against such risks customarily insured against for facilities such as the Project and will pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

- (a) Insurance insuring the Project against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the Principal Portion of the Certificates then Outstanding and issued by such insurance company or companies authorized to do business in the State as may be selected by the District. The policy or policies of such insurance will name the District and the Trustee as insureds, as their respective interests may appear. All proceeds from such policies of insurance will be applied as provided in

Article IX. During acquisition, construction and installation of the Improvements, the District will cause to be provided, insofar as the Improvements are concerned, the insurance required by subparagraph (b) below in lieu of the insurance required by this subparagraph (a) to the extent appropriate.

(b) To the extent appropriate, during the acquisition, construction and installation of the Improvements and in lieu of the insurance required in subparagraph (a) of this Section, builder's risk-completed value insurance insuring the Improvements against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Improvements (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by the District. Such policy or policies of insurance will name the District and the Trustee as insureds, as their respective interests may appear, and all payments received under such policy or policies by the District will be paid over to the Trustee.

(c) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the District and the Trustee are named as insureds, in an amount not less than \$500,000 combined single limit for bodily injuries and property damage.

(d) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State.

(e) Performance and labor and material payment bonds with respect to the Construction Agreements in the full amount of the Construction Agreements from surety companies qualified to do business in the State.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance will be delivered by the District to the Trustee. All policies of such insurance, and all renewals thereof, will contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' written notice to the District and the Trustee. Not less than annually, the District will provide a current certificate evidencing that the District is in compliance with the requirements of this Section to the Trustee.

Nothing in this Lease will be construed as preventing the District from satisfying the insurance requirements herein set forth by using blanket policies of insurance or self-insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.

The District may elect to be self-insured for all or any part of the foregoing requirements of this **Section 7.01** if (i) the District annually obtains a written evaluation with respect to such self-insurance program from an individual or firm selected by the District and acceptable to the Trustee qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the District and having a favorable reputation for skill and experience in making such surveys and recommendations (an "**Insurance Consultant**"), (ii) the evaluation is to the effect that the self-insurance program is sound, (iii) unless the evaluation states that such reserves are not necessary, the District maintains adequate reserves for the self-insurance program, and (iv) in the case of workers' compensation, adequate reserves created by the District for such self-insurance program are maintained in

such amount and manner as are acceptable to the State. The District will pay any fees and expenses of such Insurance Consultant in connection therewith.

Section 7.02. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under a Construction Agreement or any other contract made in connection with the acquisition, construction and installation of the Improvements, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the District will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the District against the contractor or subcontractor in default and against each surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the District of any amounts theretofore paid by the District not previously reimbursed to the District for correction or remedying of the default that gave rise to the proceedings against the contractor or subcontractor or surety, will be paid to the Trustee for deposit in the Project Fund if received before the Completion Date and, if such funds are received after the Completion Date, for deposit in the Lease Revenue Fund to be used solely for the purpose of paying Basic Rent under this Lease.

Section 7.03. Release and Indemnification. To the extent permitted by law, the District will indemnify, protect, hold harmless, save and keep the Trustee harmless from and against any and all liability, obligation, loss, claim, tax (other than income taxes or other taxes on or attributable to Rent Payments, if any, that are received by the Trustee in its individual capacity) and damage whatsoever and all expenses in connection therewith (including, without limitation, attorneys' fees and expenses) that are not caused by the gross negligence or willful misconduct of the Trustee, its agents, directors, attorneys or employees arising out of or as the result of (a) the entering into of the Base Lease, this Lease or the Declaration of Trust, (b) the acquisition, construction and installation of the Improvements, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Lease Term, and/or (d) the breach of any covenant by the District herein or any material misrepresentation by the District contained herein; provided that the District will have the right to conduct the Trustee's defense through counsel designated by the District and approved by the Trustee, which approval will not be unreasonably withheld and, provided further, that Trustee will be entitled to retain separate counsel, at the expense of the District, should counsel selected by the District fail to actively and competently pursue a defense. The indemnification arising under this Section will continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease or the Base Lease and the Declaration of Trust for any reason.

ARTICLE VIII

COVENANTS OF THE District

Section 8.01. Maintenance and Modification of Project by the District. The District will at its own expense (a) keep the Project in a safe condition, (b) with respect to the Project, comply with all applicable health and safety standards and all other industrial requirements or restrictions enacted or promulgated by the State, or any political subdivision or agency thereof, or by the government of the United States of America or any agency thereof, and (c) keep the Project in good repair and in good operating condition and make from time to time all necessary repairs thereto and renewals and replacements thereof; provided, however, that the District will have no obligation to operate, maintain, preserve, repair, replace or renew any element or unit of the Project the maintenance, repair, replacement

or renewal of which becomes uneconomical to the District because of damage, destruction or obsolescence, or change in economic or business conditions, or change in government standards and regulations. The District will not permit or suffer others to commit a nuisance in or about the Project or itself commit a nuisance in connection with its use or occupancy of the Project. The District will pay all costs and expenses of operation of the Project.

The District may, also at its own expense, make from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes and that do not materially impair the structural strength or effective use, or materially decrease the value, of the Project. All additions, modifications or improvements made by the District pursuant to the authority of this Section will (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be pursued to completion with due diligence and (c) when completed, be deemed a part of the Project.

During the Lease Term, the Project will be used by the District only for the purpose of performing essential governmental or proprietary functions of the District consistent with the permissible scope of the District's authority.

Section 8.02. Tax Covenants. The District covenants and agrees that (1) it will comply with the provisions of the Federal Tax Certificate and with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion of the Basic Rent and (2) it will not use or permit the use of any proceeds of Certificates or any other funds of the District nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income tax purposes of the Interest Portion of the Basic Rent. The District will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the Interest Portion of the Basic Rent will remain excluded from gross income for federal income tax purposes, to the extent any such actions can be taken by the District.

Section 8.03. The District's Continuing Existence. The District will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

Section 8.04. Continuing Disclosure. The District hereby covenants and agrees that it will comply and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Lease, failure of the District to comply with the Continuing Disclosure Agreement will not be considered a default or an Event of Default under this Lease. The Trustee may, however, pursuant to the Declaration of Trust may (and, at the request of the Owners of Certificates of at least 25% aggregate principal amount of Outstanding Certificates and if indemnified to its satisfaction, will) or any Owners of Certificates may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the District to comply with its obligations under the Continuing Disclosure Agreement.

ARTICLE IX

CASUALTY AND CONDEMNATION

Section 9.01. Damage, Destruction and Condemnation. The District will bear the risk of loss with respect to the Project during the Lease Term. If (a) the Project or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Project or any part thereof will be nonexistent or deficient or taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, the District will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Project, unless the District has exercised its option to purchase the Trustee's interest in the Project by making payment of the Purchase Price as provided herein. Any balance of the Net Proceeds remaining after such work has been completed will be paid to the District and will be held and appropriated by the District for the exclusive purpose of paying Rent under this Lease.

If the District determines that the repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of the District, then, in lieu of making such repair, restoration, modification or improvement and if permitted by law, the District will promptly purchase the Trustee's interest in the Project pursuant to **Section 10.01(c)** by paying the Purchase Price. The Net Proceeds will be applied by the District to payment of the Purchase Price. Any balance of the Net Proceeds remaining after paying the Purchase Price will belong to the District.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 9.01** and the District has not elected to purchase the Trustee's interest in the Project pursuant to **Section 10.01(c)**, the District will complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if the District makes any payments pursuant to this Section, the District will not be entitled to any reimbursement therefor from the Trustee nor will the District be entitled to any diminution of Rent.

ARTICLE X

OPTION TO PURCHASE; PARTIAL PREPAYMENT

Section 10.01. Purchase Option. The District will have the option to purchase the Trustee's interest in the Project, upon giving written notice to the Trustee at least 30 days before the date of purchase, at the following times and on the following terms:

- (a) On or after December 1, 2014, upon payment in full of Rent Payments then due hereunder plus a Purchase Price equal to 100% of the remaining Principal Portions of Basic Rent for the maximum Lease Term, plus Interest Portions of Basic Rent accrued to the prepayment date.
- (b) Upon deposit of moneys or Government Obligations or both with the Trustee in accordance with **Article X** of the Declaration of Trust in the amount necessary to provide for the Basic Rent Payments until and on, and the Purchase Price calculated as

described in (a) above on the Certificates, to the prepayment date, which will be on or after December 1, 2014.

(c) In the event of substantial damage to or destruction or condemnation (other than condemnation by the District or any entity controlled by or otherwise affiliated with the District) of, or loss of title to, substantially all of the Project, or as a result of changes in the constitution of the State or legislative or administrative action by the State or the United States, this Lease becomes unenforceable, on the date the District specifies as the purchase date in the District's notice to the Trustee of its exercise of the purchase option, upon payment in full of the Rent Payments then due hereunder plus then remaining Principal Portions of Basic Rent for the maximum Lease Term, plus Interest Portions of Basic Rent accrued to the prepayment date.

Section 10.02. Partial Prepayment. The District will have the option to prepay the Basic Rent Payments in part, upon giving written notice to the Trustee at least 30 days before the date of such prepayment, on any Basic Rent Payment Date occurring on or after December 1, 2014, at the Prepayment Price equal to the Principal Portion of Basic Rent being so prepaid plus the Interest Portion of Basic Rent accrued thereon to such Basic Rent Payment Date.

The Principal Portion of Basic Rent prepaid pursuant to the provisions of this **Section 10.02** will be in integral multiples of \$5,000 and will be credited in inverse order of maturity. Upon any partial prepayment, the amount of each Interest Portion of Basic Rent coming due thereafter will be reduced by the amount of such Interest Portion attributable to such prepaid Principal Portion determined by applying the annual interest rate corresponding to such prepaid Principal Portion as shown on **Exhibit A**.

Section 10.03. Determination of Fair Rent and Purchase Price. The District hereby agrees and determines that the Rent hereunder during the Original Term and any Renewal Term represents the fair value of the use of the Project and that the Purchase Price required to exercise the District's option to purchase the Trustee's interest in the Project pursuant to **Section 10.01** represents, as of the end of the Original Term or any Renewal Term, the fair Purchase Price of the Project. The District hereby determines that the Rent does not exceed a reasonable amount so as to place the District under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Project hereunder. In making such determinations, the District has given consideration to the Costs of the Improvements, the uses and purposes for which the Project will be employed by the District, the benefit to the District by reason of the acquisition, construction, equipping, making and installation of the Improvements and the use and occupancy of the Project pursuant to the terms and provisions of this Lease and the District's option to purchase the Project. The District hereby determines and declares that the acquisition, construction and installation of the Improvements and the leasing of the Project pursuant to this Lease will result in a Project of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition, construction and installation of the Improvements were performed by the District other than pursuant to this Lease. The District hereby determines and declares that the maximum Lease Term does not exceed the useful life of the Project.

ARTICLE XI

ASSIGNMENT

Section 11.01. Assignment and Subleasing by the District. Except as hereinafter expressly provided, none of the District's right, title and interest in, to and under this Lease and in the Project may be assigned or encumbered by the District for any reason; except that the District may sublease any one or more parts of the Project if the District obtains an Opinion of Special Tax Counsel that such subleasing will not adversely affect the exclusion of the Interest Portion of the Basic Rent Payments from gross income for purposes of federal income taxation. Any such sublease of all or part of the Project will be subject to this Lease and the rights of the Trustee in, to and under this Lease and the Project.

ARTICLE XII

EVENTS OF DEFAULT

Section 12.01. Events of Default Defined. Any of the following will constitute an "Event of Default" under this Lease:

- (a) Failure by the District to make any deposits required by **Section 4.01** to pay Basic Rent in the Lease Revenue Fund at the time specified herein;
- (b) Failure by the District to make any Supplemental Rent Payment when due and the continuance of such failure for ten days after written notice specifying such failure and requesting that it be remedied is given to the District by the Trustee;
- (c) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in subparagraph (a) or (b) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the District by the Trustee, unless the Trustee will agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected;
- (d) Any statement, representation or warranty made by the District in or pursuant to this Lease or the execution, delivery or performance of either of them proves to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (e) Any provision of this Lease at any time for any reason ceases to be valid and binding on the District, or is declared null and void, or the validity or enforceability thereof is contested by the District or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of the Trustee; or
- (f) The District becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a

trustee, receiver or custodian for the District or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian for the District or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed by the District or a substantial part of its property and is not discharged within 60 days; or any bankruptcy, reorganization, debt arrangement, moratorium or any proceeding under bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the State and, if instituted against the District, is consented to or acquiesced in by the District or is not dismissed within 60 days.

Failure of the District fails to comply with the Continuing Disclosure Agreement will not be an Event of Default under this Lease.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, the Trustee will have the right, without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to the District, the Trustee may declare all Rent payable by the District hereunder to the end of then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease, the Trustee may take possession of the Project (in which event the District will take all actions necessary to authorize, execute and deliver to the Trustee for the remainder of the Trustee's leasehold term under the Base Lease all documents necessary to vest in the Trustee for the remainder of the Trustee's leasehold term under the Base Lease all of the District's interest in the Project), and sell the Trustee's interest in the Project or lease the Project or, for the account of the District, sublease the Project continuing to hold the District liable for the difference between (i) the Rent payable by the District hereunder for then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of the Trustee in exercising its remedies under this Lease, including without limitation all expenses of taking possession, removing, storing, reconditioning, and selling or leasing or subleasing the Project and all brokerage, auctioneers and attorneys' fees and expenses);

(c) The Trustee may terminate any rights the District may have in any moneys held by the Trustee under the Declaration of Trust; and

(d) The Trustee may take whatever action at law or in equity necessary or desirable to enforce its rights in the Project and under this Lease.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article it will not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. All notices, certificates or other communications to be given or to be served upon any party in connection with this Lease will be given in accordance with **Section 12.03** of the Declaration of Trust.

Section 13.02. Title to Personal Property. Title to any portion of the Project that constitutes personal property will vest in the District subject to Trustee's rights under this Lease and the Base Lease; provided that title thereto will thereafter immediately and without any action by the District vest in Trustee and the District will immediately surrender possession thereof to Trustee upon (i) any termination of this Lease without the District exercising its option to purchase pursuant to **Section 10.01** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Trustee pursuant to this Section will occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, the District will execute and deliver any such instruments as the Trustee may request to evidence such transfer.

Section 13.03. Security Interest. To secure the payment of all of the District's obligations under this Lease, to the extent permitted by law, the Trustee retains a security interest in that portion of the Project consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. The District will execute all additional documents, including financing statements, affidavits, notices and similar instruments that are necessary or appropriate to establish and maintain such security interest. The District hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder.

Section 13.04. Binding Effect. This Lease will inure to the benefit of and will be binding upon the Trustee and the District and their respective successors and assigns.

Section 13.05. Amendments, Changes and Modifications. This Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of the Trustee and the District and as provided in the Declaration of Trust.

Section 13.06. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Trustee and the District have caused this Lease to be executed in their names by their duly authorized representatives as of the date first above written.

**FIRST NATIONAL BANK OF OMAHA,
as Trustee**

(SEAL)

By: _____
Vice President and Trust Officer

ATTEST:

Authorized Officer

**DOUGLAS COUNTY SCHOOL DISTRICT 0017
(MILLARD PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA**

(SEAL)

By: _____
President

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) **SS.**
COUNTY OF DOUGLAS)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is the President of the **Douglas County School District 0017 (Millard Public Schools) in the State of Nebraska**, a body politic and corporate duly authorized, incorporated and existing under and by virtue of the laws of the State of Nebraska, and that the seal affixed to the foregoing instrument is the corporate seal of said District, and that said instrument was signed and sealed in behalf of said District by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

SCHEDULE 1

**TO LEASE PURCHASE AGREEMENT DATED AS OF DECEMBER 1, 2009,
BETWEEN FIRST NATIONAL BANK OF OMAHA AND DOUGLAS COUNTY
SCHOOL DISTRICT 0017 (MILLARD PUBLIC SCHOOLS) IN THE STATE OF
NEBRASKA, AND TO DECLARATION OF TRUST DATED AS OF DECEMBER
1, 2009 BY FIRST NATIONAL BANK OF OMAHA.**

Description of the Real Property

Lots 1 and 2, Omaha Industrial Foundation – District No. 3 Replat 11 being a replat of Lot 2, Omaha Industrial Foundation – District No. 3 Replat 10, a subdivision located in the NW ¼ of Section 1, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, OPPD, Qwest and cable easements along lot lines as shown or noted in plat dedication of plat as recorded in Instrument No. 2003226654

EXHIBIT A

**TO LEASE PURCHASE AGREEMENT DATED AS OF DECEMBER 1, 2009,
BETWEEN DOUGLAS COUNTY SCHOOL DISTRICT 0017 (MILLARD
PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA, AND FIRST NATIONAL
BANK OF OMAHA.**

SCHEDULE OF BASIC RENT PAYMENTS

<u>Basic Rent Payment Date</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Basic Rent Payment</u>
May 15, 2010	\$420,000.00	\$59,854.31	\$479,854.31
November 15, 2010	0.00	59,918.75	59,918.75
May 15, 2011	365,000.00	59,918.75	424,918.75
November 15, 2011	0.00	54,900.00	54,900.00
May 15, 2012	415,000.00	54,900.00	469,900.00
November 15, 2012	0.00	48,675.00	48,675.00
May 15, 2013	435,000.00	48,675.00	483,675.00
November 15, 2013	0.00	42,150.00	42,150.00
May 15, 2014	450,000.00	42,150.00	492,150.00
November 15, 2014	0.00	35,400.00	35,400.00
May 15, 2015	465,000.00	35,400.00	500,400.00
November 15, 2015	0.00	27,843.75	27,843.75
May 15, 2016	<u>1,650,000.00</u>	<u>27,843.75</u>	<u>1,677,843.75</u>
Total	\$4,200,000.00	\$597,629.31	\$4,797,629.31

GILMORE & BELL, P.C.
Draft – October 22, 2009

DECLARATION OF TRUST

by

FIRST NATIONAL BANK OF OMAHA

Dated as of December 1, 2009

\$4,200,000
Certificates of Participation
Series 2009
Evidencing a Proportionate Interest
in Basic Rent
Payments to be Made by the
Douglas County School District 0017
(Millard Public Schools)
in the State of Nebraska
Pursuant to an
Annually Renewable Lease Purchase Agreement

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(This Table of Contents is for convenience of
reference only and is not a part of this Declaration of Trust.)

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DECLARATION OF TRUST

THIS DECLARATION OF TRUST (the “Declaration of Trust”), dated as of December 1, 2009, is made by **First National Bank of Omaha**, Omaha, Nebraska, a national banking association organized and existing under the laws of the United States of America, as settlor and trustee (the “Trustee”).

WITNESSETH:

WHEREAS, the Douglas County School District 0017 (Millard Public Schools) in the State of Nebraska (the “District”) has assigned to the Trustee as trustee under the MPSB Trust established for the benefit of the District pursuant to the MPSB Trust Agreement dated July 2, 2008 between the Trustee and the District, a Uniform Commercial Purchase Agreement (the “Agreement”) for the purchase of certain real property located in Douglas County, Nebraska described on **Schedule 1**, including any existing improvements thereon (the “Real Property”); and

WHEREAS, concurrently herewith the Trustee and the District have entered into a Lease Purchase Agreement dated as of December 1, 2009 (as the same may be amended or supplemented in accordance with its terms from time to time, the “Lease”), pursuant to which the Trustee will lease to the District the Real Property and the hereinafter defined Improvements (together, the “Project”) and will grant the District an option to purchase the Trustee’s interest in the Project; and

WHEREAS, Certificates of Participation substantially in the form of **Exhibit A** (the “Series 2009 Certificates”), each such Certificate evidencing a proportionate interest of the registered owner thereof in rights under the Lease, will be executed and delivered hereunder, and the proceeds from the sale of the Series 2009 Certificates will be used to provide the funds to (1) pay the costs of renovating and remodeling the structures (the “Improvements”) located on the Real Property (the Improvements and the Real Property being referenced collectively as the “Project”), and (2) pay certain costs connected to the execution and delivery of the Certificates; and

WHEREAS, the Trustee is obligated to pay the costs of the Improvements only from funds available from the sale of the Series 2009 Certificates; and

WHEREAS, the Trustee is making this Declaration of Trust to set forth the terms of the Series 2009 Certificates and Additional Certificates as hereinafter defined and authorized (the Series 2009 Certificates and the Additional Certificates being hereinafter being referenced collectively as the “Certificates”), the security therefor and other provisions respecting the Certificates,

DECLARATION CLAUSES

NOW, THEREFORE, in order to secure the payment of the Principal Portions of Basic Rent Payments, premium, if any, and Interest Portions of Basic Rent Payments represented by the Certificates, and to secure the performance and observance of all covenants and conditions therein and herein contained and to declare the terms and conditions upon, and subject to which, the Certificates are intended to be sold, held, secured and enforced, and in consideration of the premises set forth herein and of the purchase and acceptance of the Certificates by the Owners thereof, the Trustee has executed and delivered this Declaration of Trust and does declare that it will hold all of the assets, property and interests received by it under the terms of this Declaration of Trust and the Lease and all agreements and instruments contemplated hereby or thereby (except the Rebate Fund and any compensation, indemnification or other amounts that are due directly to the Trustee hereunder or thereunder) (collectively, the “Trust Estate”), as

trustee, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Certificates, without privilege, priority or distinction as to the lien or otherwise of any of the Certificates over any of the other Certificates;

PROVIDED, HOWEVER, that, if the Principal Portions of Basic Rent Payments, premium, if any, and Interest Portions of Basic Rent Payments represented by the Certificates due or to become due with respect to the Certificates are paid or provision made therefor in accordance with **Article X**, at the times and in the manner mentioned in the Certificates according to the true intent and meaning thereof, and provision has also been made for paying all sums payable under the Lease by the District in accordance with **Article X**, then this Declaration of Trust and the rights hereby granted will cease, determine and be void except as provided in **Article X**;

THIS DECLARATION OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Certificates are to be sold, executed and delivered and all said rights and interests are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Trustee has agreed and covenanted, and does hereby agree and covenant, with the respective Owners of the Certificates as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to words and terms defined in the Lease and elsewhere in this Declaration of Trust, the following words and terms used in this Declaration of Trust will have the following meanings, unless some other meaning is plainly intended:

“Additional Certificates” means any Certificates executed and delivered pursuant to **Section 3.09**.

“Authorized Representative” means the President or the Finance Director of the District or any other person designated as an Authorized Representative by the President, such designation being approved by the governing body of the District by a resolution or ordinance that is filed with the Trustee.

“Cede & Co.” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York, and any successor nominee of the Securities Depository with respect to the Certificates.

“Certificates” means the Series 2009 Certificates and any Additional Certificates.

“Certificate Payment” means the payments to be made to the Owners of the Certificates, whether representing Interest Portion only or Principal Portion and Interest Portion of Basic Rent under the Lease.

“Certificate Purchase Agreement” means the Certificate Purchase Agreement pursuant to which the Purchaser agrees to purchase the Certificates.

“Directive” means an instrument in writing executed in one or more counterparts by the Owners of Certificates, as determined from the records of the Registrar kept pursuant to **Section 3.06**, or their lawful attorneys-in-fact, representing not less than a majority of the aggregate unpaid Principal Portion represented by the then Outstanding Certificates.

“District” means the Douglas County School District 0017 (Millard Public Schools) in the State of Nebraska, a Class III school district duly created, organized and existing under and by virtue of the laws of the State of Nebraska, and its successors.

“Event of Default” means an Event of Default as described in **Section 9.01**.

“Event of Lease Default” means an Event of Default under **Section 12.01** of the Lease.

“Funds” means, collectively, the funds created and held under this Declaration of Trust and all accounts therein.

“Investment Securities” means and includes any of the following securities, if and to the extent the same are permitted by law:

- (a) Government Obligations;
- (b) other obligations issued by or on behalf of agencies or instrumentalities of the United States of America except for the Federal Farm Credit Bank;
- (c) negotiable certificates of deposit, demand deposits and other deposit arrangements, repurchase agreements, and investment agreements issued by banks or trust companies, including without limitation, the Trustee and its affiliates, continuously secured (to the extent not fully insured by the Federal Deposit Insurance Corporation), for the benefit of the Trustee by lodging with a bank or trust company (which may or may not be the bank or trust company issuing such negotiable certificates of deposit, repurchase agreement or investment agreement), as collateral security, Government Obligations having a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit, demand deposits and other deposit arrangements; and
- (d) money market mutual funds rated in the highest rating category by a nationally recognized rating service consisting of Government Obligations or repurchase agreements for Government Obligations.

“Lease Revenues” means the Basic Rent Payments, Supplemental Rent Payments and all other amounts due and owing pursuant to or with respect to the Lease, including prepayments, insurance proceeds, condemnation proceeds, and any and all interest, profits or other income derived from the investment thereof in any fund or account established pursuant to this Declaration of Trust.

“Lease Revenue Fund” means the fund by that name established pursuant to **Section 6.01**.

“Notice by Mail” or **“Notice”** of any action or condition **“by Mail”** means a written notice meeting the requirements of this Declaration of Trust mailed by first-class mail to the Owners of specified Certificates, at the addresses shown on the registration books maintained by the Registrar pursuant to **Section 3.06**.

“Outstanding” means, as of the date of determination, all Certificates theretofore executed and delivered pursuant to this Declaration of Trust except (i) Certificates theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation, (ii) Certificates for the transfer or exchange of or in lieu of or in substitution for which other Certificates have been executed and delivered by the Trustee pursuant to

this Declaration of Trust, (iii) Certificates whose payment or prepayment has been provided for in accordance with **Article X**, and (iv) Certificates paid or deemed to be paid pursuant to **Article X**.

“Owner” of a Certificate means the registered owner of such Certificate as shown on the register kept by the Registrar pursuant to **Section 3.06**.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Prepayment Date” means any date set for prepayment of the Principal Portion of Basic Rent represented by Certificates.

“Prepayment Price” means, with respect to any Certificate (or portion thereof) the amount specified in **Section 5.02**.

“Proceeds” means the aggregate moneys initially paid to the Trustee for each series of the Certificates.

“Project Fund” means the fund by that name established pursuant to **Section 6.01**.

“Purchase Document” means either (a) a certificate purchase agreement between the District and the Purchaser pursuant to which the Purchaser agrees to purchase the Certificates, or (b) an executed official bid form if the Certificates are sold at a public sale and the Purchaser is the successful bidder therefor.

“Purchaser” means D.A. Davidson & Co., the original purchaser of the Series 2009 Certificates.

“Rebate Fund” means the fund by that name established pursuant to **Section 6.01**.

“Record Date” means the fifteenth day of the month (whether or not a Business Day) prior to the applicable Basic Rent Payment Date.

“Registrar” means the Trustee when acting in that capacity, or its successor as Registrar.

“Representation Letter” means the Representation Letter from the District to the Securities Depository.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Series 2009 Certificates” means the \$4,200,000 aggregate principal amount Certificates of Participation, Series 2009, evidencing a proportionate interest in Basic Rent Payments to be made by the District pursuant to an Annually Renewable Lease Purchase Agreement, executed and delivered pursuant to this Declaration of Trust.

“State” means the Nebraska.

“Trust Estate” means the assets, property and interests held by the Trustee pursuant to this Declaration of Trust and the Lease.

“Trustee” means First National Bank of Omaha, Omaha, Nebraska, and its successor or successors and their respective assigns.

Section 1.02. General Rules of Construction. Words of the masculine gender will be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context will otherwise indicate, words importing the singular number will include the plural and vice versa, and words importing person will include individuals, corporations, limited liability companies, partnerships, joint ventures, associations, joint-stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Declaration of Trust and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article or a particular section, exhibit, schedule or appendix will be construed to be a reference to the specified article or section hereof or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word “including,” the listing is not intended to be a listing that excludes items not listed.

The table of contents, captions and headings in this Declaration of Trust are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Declaration of Trust.

Section 1.03. Execution in Counterparts. This Declaration of Trust may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument.

Section 1.04. Severability. If any provision of this Declaration of Trust will be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Declaration of Trust contained will not affect the remaining portions of this Declaration of Trust, or any part thereof.

Section 1.05. Date of Declaration of Trust. The dating of this Declaration of Trust as of December 1, 2009, is intended as and for the convenient identification of this Declaration of Trust only and is not intended to indicate that this Declaration of Trust was executed and delivered on said date, this Declaration of Trust being executed and delivered and becoming effective simultaneously with the initial execution and delivery of the Certificates.

Section 1.06. Governing Law. This Declaration of Trust will be governed by and construed in accordance with the laws of the State.

ARTICLE II

COVENANT AS TO LEASE

Section 2.01. Covenant as to Lease. The Trustee covenants and agrees that, except in accordance with the terms of this Declaration of Trust and the Lease, it will not take any action that would result in the occurrence of an Event of Default and that it will not agree to any abatement, reduction, abrogation, waiver, diminution or other modification in any manner or to any extent whatsoever of the obligations of the District under the Lease to pay Basic Rent and to meet its other obligations as provided in the Lease.

ARTICLE III

THE CERTIFICATES

Section 3.01. Title and Amount of Certificates. No Certificates may be executed and delivered under this Declaration of Trust except in accordance with this Article. The Certificates will be designated "Certificates of Participation, Series 2009, Evidencing a Proportionate Interest in Basic Rent Payments to be Made by the Douglas County School District 0017 (Millard Public Schools) in the State of Nebraska, pursuant to an Annually Renewable Lease Purchase Agreement," with such further appropriate particular designation added to or incorporated in such title for the Certificates of any particular series as the Trustee may determine.

Section 3.02. General Provisions Concerning the Certificates.

(a) The Certificates and the form of assignment to appear thereon will be in substantially the form set forth in **Exhibit A**, with necessary or appropriate variations, omissions and insertions as permitted or required hereby or by any Supplemental Declaration of Trust.

(b) The Certificates will be fully registered Certificates without coupons transferable to subsequent owners only on the books kept by the Registrar pursuant to **Section 3.06** as hereinafter provided. Each Certificate will be in the denomination of \$5,000 or any integral multiple thereof.

(c) Each of the Certificates will represent the Interest Portion and Principal Portion of Basic Rent payable with respect thereto and will be on a parity with the other Certificates as to the entire Trust Estate.

(d) The Certificates will be numbered from 1 upward, will be dated and the Principal Portion will be payable, subject to prior prepayment upon the terms and conditions hereinafter set forth, and will represent Interest Portions of Basic Rent calculated at certain rates as set forth in this Declaration of Trust or any Supplemental Declaration of Trust authorizing such series of Certificates.

(e) The Interest Portion of the Basic Rent represented by each Certificate will be payable from the date thereof or the most recent date to which said Interest Portion has been paid. The Interest Portion of the Basic Rent represented by the Certificates will be paid on each May 15 and November 15, commencing on May 15, 2010.

(f) Payment of the Interest Portion of the Basic Rent represented by any Certificates will be made to the person appearing on the registration books of the Registrar as the Owner thereof on the Record Date, such Interest Portion to be paid to such Owner by check or draft drawn on the Trustee and

mailed to such Owner's address as it appears on the registration books of the Registrar on the Record Date or in the case of such Interest Portion to (i) the Securities Depository or (ii) any Owner of \$5,000 or more in aggregate principal amount of Certificates, by electronic transfer to such Owner upon written notice given to the Trustee by such Owner not less than 15 days prior to the Record Date for such Interest Portion, containing the electronic transfer instructions including the bank (which will be in the continental United States), ABA routing number and account name and number to which such Owner wishes to have such transfer directed.

(g) The Interest Portion of the Basic Rent represented by any Certificates will be computed with respect to such Certificates on the basis of a 360-day year of twelve 30-day months.

(h) The Principal Portion of the Basic Rent and prepayment premium, if any, represented by the Certificates will be payable (whether at maturity or upon prepayment or acceleration) by check or draft to the Owners of such Certificates upon presentation and surrender of such Certificates at the designated corporate trust office of the Trustee.

(i) Payment of Certificate Payments and of the Prepayment Price of Certificates will be made in such coin or currency of the United States of America as, at the time of payment, will be legal tender for public and private debts.

Section 3.03. Execution of Certificates. The Certificates will be executed by and in the name of the Trustee by the manual signature of an authorized signatory of the Trustee.

Section 3.04. Transfer of Certificates. Any Certificate may be transferred upon the books required to be kept pursuant to the provisions of **Section 3.06**, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee. The Trustee or the Securities Depository may also require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. In the event any Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Owner hereunder or under the Certificates.

Section 3.05. Exchange of Certificates. Certificates may be exchanged at the designated corporate trust office of the Trustee for a like aggregate principal amount of Certificates of the same maturity, interest rate and tenor. The Trustee will require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchange of any Certificate will be required of the Trustee after such Certificate has been called for prepayment.

Section 3.06. Registration Books. The Registrar will keep or cause to be kept at its designated corporate trust office, books for the registration and transfer of the Certificates, which will at all reasonable times be open to inspection by the District or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Registrar, and, upon presentation for such purpose, the Registrar will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided.

The person in whose name any Certificate is registered on the registration books maintained by the Registrar on the Record Date will be deemed the Owner thereof for all purposes hereof, and payment of or on account of the Interest Portions and Principal Portions of Basic Rent, represented by such Certificate will be made only to or upon the order in writing of such registered owner, which payments will be valid and effectual to satisfy and discharge the liability under the Lease as represented by such Certificate to the extent of the sum or sums so paid.

Section 3.07. Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate has become mutilated, the Trustee, at the expense of the Owner of said Certificate, will execute and deliver a new Certificate of like tenor, maturity, interest rate and number in exchange and substitution for the Certificate so mutilated (except that such number may be preceded by a distinguishing prefix), but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee will be canceled by it and periodically destroyed in accordance with then applicable record retention requirements. If any Certificate has been lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and indemnity of the Trustee and the District satisfactory to the Trustee has been given, the Trustee, at the expense of the Owner of the Certificate, will execute and deliver a new Certificate of like tenor, maturity, interest rate, and number as the Trustee determines in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Certificate executed and delivered under this Section and of the expenses that may be incurred by the Trustee under this Section. Any Certificate executed and delivered under this Section in lieu of any Certificate alleged to be lost, destroyed or stolen will be equally and proportionately entitled to the benefits of this Declaration of Trust with all other Certificates secured by this Declaration of Trust. The Trustee will not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates that may be Outstanding hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate will be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate for a Certificate that has been mutilated, lost, destroyed or stolen and that has matured, is about to mature or has been selected for prepayment, the Trustee may make payment of such Certificate.

Section 3.08. Series 2009 Certificates. There will be initially prepared, executed and delivered under this Declaration of Trust a series of Certificates in the aggregate principal amount of \$4,200,000, which series of Certificates will be designated "Certificates of Participation, Series 2009, Evidencing a Proportionate Interest in Basic Rent Payments to be Made by the Douglas County School District 0017 (Millard Public Schools) in the State of Nebraska, pursuant to an Annually Renewable Lease Purchase Agreement" (the "Series 2009 Certificates"). The Series 2009 Certificates will be dated December 1, 2009, and will be payable on the dates, in the principal amounts (subject to prepayment as described in **Section 5.02**), and with the Interest Portions accruing at the rates set forth on **Exhibit C**.

Prior to or simultaneously with the execution of and delivery of the Series 2009 Certificates by the Trustee the following documents will be filed with the Trustee:

- (a) A copy, certified by the Secretary, of the resolution or ordinance adopted by the governing body of the District authorizing the execution of the Lease and approving the execution and delivery of the Series 2009 Certificates to the Purchaser.
- (b) Original executed counterparts of this Declaration of Trust, the Lease and the Certificate Purchase Agreement.

(c) An Opinion of Special Tax Counsel as to the validity of the Series 2009 Certificates and the exemption from federal income taxation of the Interest Portion of Basic Rent Payments represented by the Series 2009 Certificates.

(d) Evidence of the insurance required by **Article VII** of the Lease.

(e) An Opinion of Counsel stating that the Series 2009 Certificates are exempt from registration under the Securities Act of 1933, as amended and this Declaration of Trust is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(f) Such other certificates, statements, receipts, opinions and documents required by this Declaration of Trust or the Lease, or as the Trustee may reasonably require for the delivery of the Series 2009 Certificates.

When the documents specified above have been filed with the Trustee, and when the Series 2009 Certificates have been executed as required by this Declaration of Trust, the Trustee will deliver the Series 2009 Certificates to or upon the order of the Purchaser or will hold the Series 2009 Certificates as FAST Agent for the benefit of the Beneficial Owners, but only upon payment of the purchase price of the Series 2009 Certificates, as specified in the Certificate Purchase Agreement. The net proceeds of the sale of the Series 2009 Certificates, including accrued interest and premium, if any, paid over to the Trustee will be deposited and applied as provided in **Article VI**.

Section 3.09. Additional Certificates.

(a) Upon the execution and delivery of a Supplemental Lease that provides for an increase in the amount of Basic Rent payable under the Lease and so long as no Event of Default or Event of Nonappropriation exists, Additional Certificates evidencing the right of the Owners thereof to receive the Principal Portion and the Interest Portion of such additional Basic Rent may be executed and delivered under and equally and ratably secured by this Declaration of Trust on a parity with the Series 2009 Certificates and any other Additional Certificates, at any time and from time to time, upon compliance with the conditions provided in this Section, for the purpose of providing funds to pay all or any part of the cost of (i) repairing, replacing or restoring the Project, (ii) improving, upgrading or modifying the Project, (iii) additional improvements to the Project or the acquisition of additional real property to be included in the Project or the acquisition, purchase, construction or equipping of additions to or expansions of or remodeling or modification of the Project, and (iv) refunding any or all of the Certificates.

(b) Before any Additional Certificates may be executed and delivered under the provisions of this Section, the District will (1) adopt an ordinance or resolution authorizing the execution and delivery of such Additional Certificates, fixing the amount and terms thereof and describing the Certificates to be refunded, if any, (2) consent in writing to the Trustee's execution of a Supplemental Declaration of Trust for the purpose of executing and delivering such Additional Certificates, and (3) authorize the Trustee to enter into an amendment to the Lease with the District to provide for Basic Rent Payments at least sufficient to pay the Principal Portion, premium, if any, and Interest Portion of the Certificates then to be Outstanding (including the Additional Certificates to be executed and delivered) as the same become due, and for such other matters as are appropriate because of the execution and delivery of the Additional Certificates proposed to be delivered.

(c) Such Additional Certificates will have the same designation as the Series 2009 Certificates, except for an identifying series letter or date. The Principal Portion and the Interest Portion of Basic Rent represented by such Additional Certificates will be payable on the dates, in the amounts and

(with respect to such Interest Portion) at the rates as may be provided by the Supplemental Declaration of Trust authorizing such Additional Certificates. **Exhibit C** will be amended by such Supplemental Declaration of Trust to reflect separately the Principal Portion of Basic Rent allocable to each series of Certificates. Such Additional Certificates will be on a parity with and will be entitled to the same benefit and security of this Declaration of Trust as the Series 2009 Certificates and any other Additional Certificates.

(d) The Additional Certificates will be executed substantially in the form and manner as provided in this Article, but prior to or simultaneously with the delivery of such Certificates by the Trustee, the following items will be on file with the Trustee:

(i) A copy, certified by the Secretary of the District, of the ordinance or resolution passed by the governing body of the District authorizing such Supplemental Lease and authorizing the execution and delivery of the Additional Certificates, fixing the amount and terms thereof and describing the Certificates to be refunded, if any.

(ii) An original executed counterpart of the Supplemental Declaration of Trust authorizing such Additional Certificates.

(iii) An original executed counterpart of the Supplemental Lease.

(iv) An original executed counterpart of a certificate purchase agreement relating to the Additional Certificates.

(v) An Opinion of Special Tax Counsel to the effect that the execution and delivery of such Additional Certificates will not result in the Interest Portion of Basic Rent evidenced by any Certificates then Outstanding becoming includable in gross income of the Owners thereof for federal income tax purposes.

(vi) Such other certificates, statements, receipts, opinions and documents required by this Declaration of Trust or the Lease or as the Trustee may reasonably require for the delivery of the Additional Certificates.

(e) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when such Additional Certificates have been executed and registered as required by this Declaration of Trust, the Trustee will deliver such Additional Certificates to or upon the order of the purchaser named in the certificate purchase agreement relating to such Additional Certificates or hold the Additional Certificates as FAST Agent for the benefit of the Beneficial Owners, but only upon payment of the purchase price of such Additional Certificates as specified in the certificate purchase agreement relating to such Additional Certificates. The Proceeds of Additional Certificates, including accrued interest, if any, paid to the Trustee will be deposited, as follows or as provided in the Supplemental Declaration of Trust:

(i) all accrued interest, if any, paid by the purchasers of the Additional Certificates into the Lease Revenue Fund; and

(ii) the remaining Proceeds from any Additional Certificates, as provided in the Supplemental Declaration of Trust relating to such Additional Certificates.

Section 3.10. Book-Entry-Only System. The Certificates will initially be registered on the Certificate register maintained by the Trustee in the name of Cede & Co., and Beneficial Owners will not

receive certificates representing their respective interests in the Certificates, except in the event the Replacement Certificates as provided below. It is anticipated that during the term of the Certificates, the Securities Depository will make book-entry transfers among the Participants and receive and transmit notices with respect to and payments representing the Principal Portion of Basic Rent and the Interest Portion of Basic Rent with respect to the Certificates until and unless the Trustee executes and delivers Replacement Certificates to the Beneficial Owners as described below.

The Trustee agrees to give the various written notices to the Securities Depository in accordance with the Blanket Letter of Representations of the Securities Depository, delivered to the Securities Depository in connection with the original execution and delivery of the Certificates.

If the Securities Depository determines to discontinue providing its services with respect to the Certificates and the District cannot obtain a qualified successor Securities Depository, or if Participants holding a majority position in the Series 2009 Certificates determine not to use the book-entry system of the Securities Depository, the Trustee will execute and deliver one or more certificates (the "Replacement Certificates") to the Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners' interests in the Certificates, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for prepayment. In such event, all references to the Securities Depository herein will relate to the period of time when at least one Certificate is registered in the name of the Securities Depository or its nominee. Upon the issuance of Replacement Certificates, all references herein to obligations imposed upon or to be performed by the Securities Depository will be deemed to be imposed upon and performed by the Trustee, to the extent applicable, with respect to such Replacement Certificates. The Trustee may rely on information from the Securities Depository and its Participants as to the names and addresses of and principal amounts held by the Beneficial Owners of the Series 2009 Certificates. The cost of printing Replacement Certificates will be paid by the District.

Section 3.11. Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the District, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository will be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository will surrender the Certificates, together with assignments duly executed in accordance with **Section 3.04**, to the Trustee for transfer to the successor Securities Depository, and the Trustee will cause the execution and delivery of the Certificates to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 3.12. Cancellation and Destruction of Certificates upon Payment.

(a) All Certificates that have been paid or prepaid or that the Trustee has purchased or that have otherwise been surrendered to the Trustee under this Declaration of Trust, either at or before maturity, if not exchanged pursuant to **Section 3.05**, will be canceled by the Trustee immediately upon the payment, prepayment or purchase of such Certificates and the surrender thereof to the Trustee. The Trustee will execute a certificate in duplicate describing the Certificates to be canceled, and will file an executed counterpart of such certificate with the District.

(b) All Certificates canceled under any of the provisions of this Declaration of Trust will be destroyed by the Trustee in accordance with then applicable record retention requirements.

ARTICLE IV

PARTICULAR COVENANTS AND PROVISIONS

Section 4.01. Covenant of Trustee as to Performance of Obligations. The Trustee covenants that it will promptly remit to the Owner of each Certificate its interest in each installment of Basic Rent to the extent received by the Trustee, at the places, on the dates and in the manner provided herein and in the Certificates.

Section 4.02. Covenant to Perform Undertakings. The Trustee covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Declaration of Trust, in any and every Certificate executed and delivered hereunder and in all proceedings of the Trustee pertaining thereto. The Trustee covenants that it is duly authorized to execute and deliver the Certificates and to enter into this Declaration of Trust and to perform its obligations hereunder.

ARTICLE V

PREPAYMENT

Section 5.01. General. The Certificates are subject to prepayment pursuant to this Article and any Supplemental Declaration of Trust to the extent that prepayments of Basic Rent are required, allowed or provided for under the Lease.

Section 5.02. Prepayment Provisions with Respect to the Series 2009 Certificates.

(a) The Series 2009 Certificates that evidence Principal Portions of Basic Rent payable to Certificate Owners on or after **December 1, 2014** will be subject to optional prepayment, as a whole or in part, on or after December 1, 2014, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented by the Series 2009 Certificates being prepaid, plus the Interest Portion of Basic Rent accrued to the Prepayment Date, from amounts paid by the District upon the exercise of its option to purchase the Trustee's interest in the Project or partially prepay Basic Rent Payments pursuant to the terms of the Lease.

(b) The Series 2009 Certificates will be subject to optional prepayment, as a whole, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented thereby plus the Interest Portion of Basic Rent accrued to the Prepayment Date, in the event of substantial damage to or destruction or condemnation (other than by the District or any entity controlled by or otherwise affiliated with the District) of, or loss of title to, substantially all of the Project, or as a result of changes in the constitution of the State or legislative or administrative action by the State or the United States or the Lease becomes unenforceable, and the District purchases the Trustee's interest in the Project pursuant to **Section 10.01(c)** of the Lease.

Section 5.03. Selection of Certificates for Prepayment; Notice to Trustee. If less than all of the Outstanding Certificates are called for optional prepayment, Certificates will be prepaid in such order of stated payment dates as is determined by the District. Within a stated payment date the Trustee will select the Certificates or any given portion thereof to be prepaid in such equitable manner as the Trustee determines in principal amounts of \$5,000 or integral multiples thereof. In case of any optional

prepayment, at the election of the District, the District will, at least 45 days prior to the Prepayment Date (unless a shorter notice will be satisfactory to the Trustee), give written notice to the Trustee directing the Trustee to call Certificates for prepayment and give notice of prepayment and specifying the Prepayment Date, the series, the principal amount and maturities of Certificates to be called for prepayment, the applicable prepayment price and the provision or provisions of this Declaration of Trust pursuant to which such Certificates are to be called for prepayment.

Section 5.04. Partial Prepayment of Certificate. Upon surrender of any Certificate prepaid in part only, the Trustee will execute and deliver to the Owner thereof, at the expense of the District, a new Certificate or Certificates of the same series and maturity, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

Section 5.05. Notice of Prepayment. Unless otherwise provided herein, notice of prepayment will be given by the Trustee, not more than 60 days and not less than 30 days prior to the Prepayment Date, to the District and the Owner of each Certificate affected at the address shown on the registration books of the Registrar on the date such notice is mailed. Each notice of prepayment will state (a) the Prepayment Date, (b) the place of prepayment, (c) the Prepayment Price, (d) if less than all, the identification of the Certificates to be prepaid, and (e) if a Certificate is being prepaid in part, the portion thereof being prepaid. Such notice will also state that the Interest Portion of the Basic Rent represented by the Certificates designated for prepayment will cease to accrue from and after such Prepayment Date and that on said date the Prepayment Price will become due and payable on each of said Certificates. The failure of the Owner of any Certificate to be so prepaid to receive notice of prepayment mailed as herein provided or any defect therein will not affect or invalidate the validity of any proceedings for the prepayment of such Certificate.

The Trustee is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards will not affect or invalidate the prepayment of any Certificate to be prepaid.

The Trustee, as long as a book-entry system is used for the Certificates, will send notices of prepayment only to the Securities Depository, as the Owner of the Certificates. Any failure of the Securities Depository to advise any of the Participants, or of any participant or any nominee to notify any Beneficial Owner of the Certificates, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Certificates called for prepayment.

Section 5.06. Effect of Prepayment. Notice of prepayment having been duly given as aforesaid, and upon funds for payment of the Prepayment Price of such Certificates (or portions thereof) being held by the Trustee, on the Prepayment Date designated in such notice, the Certificates (or portions thereof) so called for prepayment will become due and payable at the Prepayment Price specified in such notice and the Interest Portion of Basic Rent represented by the Certificates so called for prepayment will cease to accrue, said Certificates (or portions thereof) will cease to be entitled to any benefit or security under this Declaration of Trust and the Owners of such Certificates will have no rights in respect thereof except to receive payment of the Prepayment Price.

All Certificates prepaid pursuant to the provisions of this Article will be cancelled upon surrender thereof and destroyed by the Trustee pursuant to **Section 3.12**.

ARTICLE VI

DELIVERY OF CERTIFICATES; FUNDS; APPLICATION OF PROCEEDS AND OTHER MONEYS

Section 6.01. Establishment of Funds. There are hereby established the following funds and accounts:

- (a) Project Fund.
- (b) Lease Revenue Fund.
- (c) Rebate Fund.

All funds and accounts established pursuant to this Article will be held by the Trustee in trust, except for the Rebate Fund, for the benefit of the Certificate Owners. The money in all of the funds and the accounts will be applied as hereinafter provided.

Section 6.02. Application of Proceeds of Series 2009 Certificates and Other Moneys. The Proceeds of the Series 2009 Certificates will be deposited as follows:

- (a) in the Lease Revenue Fund, any accrued interest with respect to the Series 2009 Certificates; and
- (b) in the Project Fund, the remainder of the Proceeds of the Series 2009 Certificates.

Section 6.03. Application of Lease Revenues. Lease Revenues will be deposited, as received pursuant to the Lease, as follows:

- (a) Basic Rent will be deposited to the Lease Revenue Fund.
- (b) Optional prepayments of the Principal Portion of Basic Rent (in amounts equal to the applicable Prepayment Price) will be deposited to the Lease Revenue Fund.
- (c) Payments of Supplemental Rent pursuant to **Section 4.02** of the Lease will be applied as provided in **Section 4.02** of the Lease.

Undesignated payments of Rent that are insufficient to discharge the full amount then due will be applied first to the Interest Portion of Basic Rent, next to the Principal Portion of Basic Rent and finally to Supplemental Rent.

Section 6.04. Disbursements from the Project Fund.

(a) Moneys in the Project Fund will be used to pay for Costs of Improvements, including Costs of Issuance. Payment will be made from moneys in the Project Fund upon receipt by the Trustee of a requisition certificate therefor signed by an Authorized Representative of the District, which requisition certificate will contain the statements, representations and certificates set forth in the form thereof attached hereto as **Exhibit B** and will be otherwise substantially in such form.

In making disbursements for Costs of Improvements, the Trustee will be entitled to conclusively rely upon each written requisition certificate executed by the Authorized Representative of the District and, if required, by an architect, engineer or contractor, without inquiry or investigation. It is understood

that the Trustee will *not* make any inspections of the Project, make any provision to obtain completion bonds, mechanic's or materialmen's lien releases or otherwise supervise any phase of the construction or furnishing of the Project. The approval of each requisition certificate by the Authorized Representative of the District will constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. The Trustee will make disbursements to pay Costs of Improvements for which any such request is made within five Business Days of the receipt of a properly executed certificate with all necessary supporting information.

(b) The Completion Date of the Improvements and the payment of all Costs of Improvements (other than Costs of Improvements for which sufficient amounts are retained in the Project Fund) will be evidenced by the filing with the Trustee of the Completion Certificate pursuant to **Section 5.03** of the Lease. As soon as practicable following the receipt by the Trustee of the Completion Certificate, any balance remaining in the Project Fund will be transferred and deposited without further authorization as provided in **Section 5.03** of the Lease.

(c) In the event of the acceleration of all of the Certificates pursuant to **Section 9.02**, any moneys then remaining in the Project Fund will be transferred and deposited to the credit of the Lease Revenue Fund and will be used to pay Basic Rent.

Section 6.05. Application of Moneys in the Lease Revenue Fund. Except as otherwise provided herein, all amounts in the Lease Revenue Fund will be used and withdrawn by the Trustee solely to pay Basic Rent represented by the Certificates when due and payable or on a Prepayment Date.

Section 6.06. Rebate Fund. Moneys will be deposited in and disbursed from the Rebate Fund in accordance with written instructions from the District to the Trustee, prepared in accordance with the provisions of the Tax Compliance Agreement.

Section 6.07. Repayment to the District. After payment in full of all Rent Payments through the maximum Lease Term or the earlier purchase of the Trustee's interest in the Project pursuant to **Section 10.01** of the Lease, all amounts remaining in the Lease Revenue Fund will be paid to the District.

Section 6.08. Payments Due on Days other than Business Days. In any case where the date of maturity of Principal Portions of Basic Rent Payments, premium, if any, or Interest Portions of Basic Rent Payments represented by the Certificates or the date fixed for prepayment of any Certificates is not a Business Day, then payment of Principal Portions of Basic Rent Payments, premium, if any, or Interest Portions of Basic Rent Payments represented by the Certificates need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest will accrue for the period after such date.

Section 6.09. Nonpresentment of Certificates. If any Certificate is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Certificate have been made available to the Trustee, all liability of the Trustee and the District to the Owner thereof for the payment of such Certificate will forthwith cease, determine and be completely discharged, and thereupon it will be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Certificate, who will thereafter be restricted exclusively to such fund or funds for any claim of whatever nature under this Declaration of Trust or on, or with respect to, said Certificate. If any Certificate will not be presented for payment within one year following the date when such Certificate becomes due, whether by maturity or otherwise, the Trustee will repay, without liability for interest thereon, to the District the funds theretofore held by the Trustee for payment of such Certificate, and such Certificate will, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the District,

and the Owner thereof will be entitled to look only to the District for payment, and then only to the extent of the amount so repaid, and the District will not be liable for any interest thereon and will not be regarded as a trustee of such money.

Section 6.10. Separate Accounting of Funds Allocable to each Series of Certificates. The Trustee will maintain separate accounts for funds and securities attributable to each series of Certificates in the Funds held by the Trustee hereunder so that the calculations for each series of Certificates can be made separately for such series. Any transfer of funds or securities or earnings thereon from one fund or account to another will be made to the appropriate account or subaccount of the same series of Certificates to which such funds or securities are attributed. If, at any time, a payment is made to any such fund that is less than the amount due and payable to such fund, the amount payable will be credited *pro rata* to each such separate account within such fund, based on the amount owed to each such account.

ARTICLE VII

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Funds under this Declaration of Trust will be held by the Trustee in trust and will be applied only in accordance with this Declaration of Trust and the Lease and (except for the Rebate Fund) until used or applied as herein provided, will constitute part of the Trust Estate and will not be subject to any lien other than the lien of this Declaration of Trust. The Trustee will not be under any liability for interest on any moneys received hereunder except as provided herein.

Section 7.02. Investment of Moneys. Moneys held in the Funds will, subject to the requirements of the Tax Compliance Agreement and as hereinafter provided, be invested and reinvested by the Trustee, pursuant to written direction of the District, signed by an Authorized Representative of the District, in Investment Securities that mature or are subject to redemption by the owner prior to the date such funds will be needed. In the absence of such instructions, the Trustee is authorized to invest moneys in Investment Securities described in subparagraph (d) of the definition of Investment Securities in **Section 1.01**. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments, provided that any such fees will not exceed the interest income on the investment.

The Trustee will sell and reduce to cash a sufficient amount of such Investment Securities held by the Trustee in any fund hereunder whenever the cash balance in such Fund is insufficient for the purpose of such Fund. Any such Investment Securities will be held by or under the control of the Trustee and will be deemed at all times a part of the Fund or account in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities will be credited to such Fund or account, and any loss resulting from such Investment Securities will be charged to such Fund or account.

For purposes of determining the amount in any Fund or account, the value of any investments will be computed at the market value thereof (excluding accrued interest), the purchase price thereof (excluding accrued interest) or principal amount, whichever is lower.

The Trustee may, in making or disposing of any investment permitted by this Section, deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account.

ARTICLE VIII

AMENDMENT OF THE DECLARATION OF TRUST OR THE LEASE

Section 8.01. Amendments Permitted.

(a) This Declaration of Trust and the Lease and the rights and obligations of the District and of the Owners of the Certificates and of the Trustee may be modified or amended from time to time and at any time by an amendment or supplement hereto or thereto that the parties hereto or thereto may enter into when the written consent of the Trustee and the District, if not a party hereto or thereto, and the Owners of a majority in aggregate Principal Portion of Basic Rent Payments represented by the Certificates then Outstanding has been filed with the Trustee. No such modification or amendment will (i) extend the stated maturity of any Certificate, or reduce the amount of principal represented thereby, or extend the time of payment or reduce the amount of any Prepayment Price provided in this Declaration of Trust for the payment of any Certificate, or reduce the rate of interest with respect thereto, or extend the time of payment of interest with respect thereto without the consent of the Owner of each Certificate so affected, (ii) reduce the aforesaid percentage of Certificates the consent of the Owners of which is required to effect any such modification or amendment or, except in connection with the delivery of any Additional Certificates, permit the creation of any lien on the moneys in the Project Fund or the Lease Revenue Fund or deprive the Owners of the trust created by this Declaration of Trust with respect to the moneys in the Project Fund or the Lease Revenue Fund, or (iii) create a preference or priority of any Certificate or Certificates over any other Certificate or Certificates without the consent of the Owners of all of the Certificates then Outstanding. Promptly after the execution by the Trustee of any amendment pursuant to this subsection (a), the Trustee will give Notice by Mail, setting forth in general terms the substance of such amendment to the Owners at the addresses listed on the registration books kept by the Trustee pursuant to **Section 3.06**. Any failure to give such notice, or any defect therein, will not, however, in any way impair or affect the validity of any such amendment.

(b) Notwithstanding subsection (a), this Declaration of Trust, or the Lease and the rights and obligations of the District, of the Trustee and of the Owners of the Certificates may also be modified or amended from time to time and at any time by an agreement that the parties hereto or thereto may enter into without the consent of any Certificate Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Trustee in this Declaration of Trust, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Certificates (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the District; provided, however, that no such covenant, agreement, pledge, assignment or surrender will in the sole judgment of the Trustee materially adversely affect the interests of the Trustee or the Owners of the Certificates;

(ii) to add to the covenants and agreements of the District in the Lease, other covenants and agreements thereafter to be observed or to surrender any right or power therein reserved to or conferred upon the Trustee or the District; provided, however, that

no such covenant, agreement or surrender will in the sole judgment of the Trustee materially adversely affect the interests of the Owners of the Certificates;

(iii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in this Declaration of Trust or the Lease, or in regard to matters or questions arising under this Declaration of Trust or the Lease as the Trustee and the District may deem necessary or desirable and not inconsistent with said agreements, or as may be requested by the District or the Trustee and that will not, in any such case in the sole judgment of the Trustee materially adversely affect the interests of the Owners of the Certificates;

(iv) to modify, amend or supplement this Declaration of Trust in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and that will not in the sole judgment of the Trustee materially adversely affect the interests of the Owners of the Certificates;

(v) to provide for any additional procedures, covenants or agreements necessary to maintain the exclusion of the Interest Portion of Basic Rent from gross income for purposes of federal income taxation;

(vi) to provide for the execution and delivery of Additional Certificates; or

(vii) to make any other change that in the sole judgment of the Trustee does not have a materially adverse effect on the rights of the Certificate Owners.

Section 8.02. Effect of Amendments. Upon the execution of any amendments hereto, pursuant to this **Article VIII**, this Declaration of Trust will be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Declaration of Trust of the Trustee and all Owners of Certificates Outstanding will thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such amendment will be deemed to be part of the terms and conditions of this Declaration of Trust for any and all purposes.

Section 8.03. Endorsement of Certificates; Preparation of New Certificates. Certificates delivered after the execution of any amendment pursuant to this **Article VIII** may, and if the Trustee so determines will, bear a notation by endorsement or otherwise in form determined by the Trustee as to any modification or amendment provided for in such amendment. In that case, upon presentation of a Certificate for such purpose at the designated corporate trust office of the Trustee, a suitable notation will be made on such Certificate. If the amendment so provides, new Certificates so modified as to conform, in the opinion of the Trustee, to any modification or amendment contained in such amendment, will be prepared and executed by the Trustee, and upon demand of the Owners of any Certificates then Outstanding will be exchanged at the designated corporate trust office of the Trustee, without cost to any Certificate Owner, for Certificates then Outstanding, upon surrender for cancellation of such Certificates in equal aggregate principal amounts of the same maturity, interest rate and tenor.

Section 8.04. Amendment of Particular Certificates. The provisions of this Article will not prevent any Certificate Owner from accepting any amendment as to the particular Certificates held by him, provided that due notation thereof is made on such Certificates.

Section 8.05. Opinion of Counsel. Anything to the contrary in this **Article VIII** notwithstanding, before the Trustee or the District consents to any modification or amendment of this Declaration of Trust or the Lease, an Opinion of Special Tax Counsel to the effect that such amendment (1) is permitted by this Declaration of Trust and the instrument modified or amended (if other than this Declaration of Trust), (2) complies with their terms, (3) will, upon execution and delivery thereof, be valid and binding upon the District in accordance with the terms of the instrument modified or amended, and (4) will not adversely affect the exclusion from gross income for purposes of federal income taxation of the Interest Portion of Basic Rent Payments represented by the Certificates will be delivered to the Trustee. In any instance in which the Trustee may be required to determine that a modification or amendment will not materially adversely affect the interest of the Owners of the Certificates, prior to consenting to such modification or amendment, the Trustee will be entitled to require that there be delivered to it an Opinion of Counsel to the effect that no such materially adverse affect would result from such modification or amendment. The Trustee will be fully protected and will incur no liability in relying upon such Opinion of Counsel in making such determination.

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND OWNERS OF CERTIFICATES

Section 9.01. Defaults. The occurrence of any of the following events, subject to the provisions of **Section 9.09**, is hereby defined as an “Event of Default:”

- (a) Default in the due and punctual payment of any Interest Portion of Basic Rent represented by a Certificate; or
- (b) Default in the due and punctual payment of the Principal Portion of Basic Rent represented by a Certificate, whether at the stated payment date thereof or the Prepayment Date set therefor in accordance with the terms hereof; or
- (c) Any Event of Lease Default.

Section 9.02. Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon receipt of a Directive will, by notice in writing delivered to the District, declare the Principal Portion and Interest Portion of Basic Rent represented by all Certificates Outstanding to the end of the then current Fiscal Year immediately due and payable.

Section 9.03. Other Remedies. Upon the occurrence of an Event of Lease Default or Event of Nonappropriation, the Trustee may exercise any remedies available under the Lease and, to the extent consistent therewith, may sell, lease or manage any portion of the Project or Trustee’s interest in the Project and apply the net proceeds thereof in accordance with **Section 9.05** and, whether or not it has done so, may pursue any other remedy available to it under the Lease or at law or in equity.

No remedy by the terms of this Declaration of Trust conferred upon or reserved to the Trustee or to the Certificate Owners is intended to be exclusive of any other remedy, but each and every such remedy will be cumulative and will be in addition to any other remedy given to the Trustee or to the Certificate Owners hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default hereunder whether by the Trustee or by the Certificate Owners will extend to or will affect any subsequent default or will impair any rights or remedies consequent thereon.

Section 9.04. Rights of Certificate Owners. If an Event of Default or an Event of Nonappropriation has occurred and is continuing and if instructed to do so by a Directive and if indemnified as provided in **Sections 9.07** and **11.01(m)**, the Trustee will be obligated to exercise one or more of the rights and the remedies conferred by this Article as the Trustee, upon the advice of counsel, deems to be in the interests of the Certificate Owners; provided that such Directive will not be otherwise than in accordance with the provisions of law and of this Declaration of Trust, and provided further that the Trustee will have the right to decline to follow any such Directive if the Trustee in good faith determines that the proceedings so directed would involve it in personal liability.

Any other provision herein to the contrary notwithstanding, the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding will have the right, at any time, by a Directive, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Declaration of Trust, or for the appointment of a receiver or any other proceedings hereunder; provided that such Directive will not be otherwise than in accordance with the provisions of law and of this Declaration of Trust, and provided, further, that the Trustee has been indemnified as provided in **Sections 9.07** and **11.01(m)** and will have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability.

Section 9.05. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article will, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances (including, without limitation, attorneys' fees and expenses) incurred or made by the Trustee, be deposited into the Lease Revenue Fund and all moneys in the Lease Revenue Fund will be applied as follows:

(a) unless the Principal Portions of Basic Rent represented by all the Certificates have become or have been declared due and payable, all such moneys will be applied:

FIRST - To the payment to the persons entitled thereto of the Interest Portions of Basic Rent represented by the Certificates in the order of the maturity of the installments of such interest and, to the payment ratably, according to the amount due on such installments, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid Principal Portions of Basic Rent represented by any Certificates that have become due (other than Principal Portions of Basic Rent represented by Certificates with respect to the payment of which moneys are held pursuant to the provisions of this Declaration of Trust) in the order of such due dates, with interest from the respective dates upon which they become due and, if the amount available will not be sufficient to pay in full the Principal Portions of Basic Rent represented by

Certificates due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective rates of interest specified respecting the Certificates.

(b) If the Principal Portions of Basic Rent represented by all Certificates have become due or have been declared due and payable, all such moneys will be applied to the payment of the Principal Portions and the Interest Portions of the Basic Rent then due and unpaid upon the Certificates without preference or priority of principal over the interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Certificate over any other Certificate, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective rates of interest specified respecting the certificates.

(c) If the Principal Portions of the Basic Rent represented by all Certificates have been declared due and payable and if such declaration will thereafter have been rescinded and annulled under the provisions of this Article then subject to the provisions of paragraph (b) of this Section in the event that the Principal Portions of Basic Rent represented by all the Certificates will later become due or be declared due and payable, the moneys will be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied pursuant to the provision of this Section, such moneys will be applied at such times, and from time to time, as the Trustee will determine, having due regard to the amount of such moneys available for the application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee will apply such funds, it will fix the date (which will be a Basic Rent Payment Date unless it deems another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such dates will cease to accrue. The Trustee will give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and will not be required to make payment to the Owner of any Certificate until such Certificate is presented to the Trustee for appropriate endorsement or for cancellation if paid in full.

Whenever the Principal Portion and the Interest Portion of all Certificates have been paid under the provisions of this Section, all expenses and charges of the Trustee (including, without limitation, attorneys' fees and expenses) have been paid and any other obligations under the Lease have been paid in full, any balance remaining in the Funds will be paid to the District.

Section 9.06. Remedies Vested in Trustee. All remedies and rights of action (including the right to file proof of claims) under this Declaration of Trust or under any of the Certificates may be enforced by the Trustee without the possession of any of the Certificates or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee will be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Certificates. Any recovery of judgment or other amounts will be for the equal benefit of the Owners of the Outstanding Certificates.

Section 9.07. Rights and Remedies of Certificate Owners. No Owner of any Certificates will have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Lease or this Declaration of Trust, for the execution of any trust thereof, for the appointment of a receiver

or to enforce any other remedy thereunder or hereunder, unless (a) an Event of Default or an Event of Nonappropriation has occurred; (b) the Owners have given a Directive to the Trustee and have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) such Certificate Owners have provided to the Trustee indemnification satisfactory to the Trustee; and (d) the Trustee thereafter fails or refuses to exercise the powers hereinbefore granted or to institute such action suit or proceedings in its, his, her or their name or names. Such notification, request and indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and the trusts of this Declaration of Trust and to any action or cause of action for the enforcement of this Declaration of Trust or for the appointment of a receiver or for any other right or remedy hereunder. No one or more Owners of the Certificates will have any right in any manner whatsoever to affect, to disturb or to prejudice the lien of this Declaration of Trust by its, his, her or their action or to enforce any right or remedy hereunder except in the manner herein provided and all proceedings at law or in equity will be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Certificates then Outstanding. Nothing in this Declaration of Trust contained will, however, affect or impair the right of any Certificate Owner to enforce the payment of the Principal Portion of and the Interest Portion of the Basic Rent represented by any Certificate at and after the maturity or earlier Mandatory Prepayment thereof.

Section 9.08. Termination of Proceedings. If the Trustee has proceeded to enforce any right or remedy under the Lease or this Declaration of Trust by the appointment of a receiver, by entry or otherwise and such proceedings have been discontinued or abandoned for any reason or have been determined adversely, then and in every such case, the District, the Owners and the Trustee will be restored to their former respective positions and rights thereunder and hereunder and all rights remedies and powers of the Trustee will continue as if no such proceeding had been taken.

Section 9.09. Waivers of Defaults. The Trustee will waive any Event of Default and its consequences and rescind any declaration of maturity of principal upon the written request of the Owners of (a) a majority in aggregate principal amount of all Certificates then Outstanding with respect to which a default in the payment of Principal Portion of Basic Rent represented thereby exists; or (b) a majority in aggregate principal amount of all Certificates then Outstanding in the case of any other default; provided, however, that there will not be waived (i) any Event of Default respecting the payment of the Principal Portion of Basic Rent represented by any Certificate at its maturity date, or (ii) any Event of Default respecting the payment of the Interest Portion of Basic Rent represented by any Certificate, unless prior to such waiver or rescission, all arrears of principal and interest when due, as the case may be, and all fees, charges and expenses of the Trustee in connection with such default, including, without limitation, attorneys' fees and expenses, have been paid or provided for and, in case any such waiver or rescission or in case any proceeding(s) taken by the Trustee on account of any such default have been discontinued or abandoned or determined adversely, then and in every such case the Trustee, the District and the Certificate Owners will be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission will extend to any subsequent or other default or impair any right consequent thereon.

Section 9.10. Notices of Defaults. Within 30 days after the occurrence of any default hereunder of which the Trustee is required to take notice or if notice of default has been given as provided in **Section 11.01(f)**, the Trustee will give written notice thereof to the District and Notice by Mail to the Owners of all Certificates then Outstanding (unless such default has been cured or waived; provided, however, that, except in the case of a default in the payment of the Principal Portion or Interest Portion of Basic Rent Payments represented thereby, the Trustee will be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of

such Owners). For the purpose of this Section, the term “**default**” means any event that is an “Event of Default” as defined in **Section 9.01**.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Declaration of Trust.

(a) When (i) the obligations of the District under the Lease have been satisfied in connection with the exercise by the District of its option to purchase the Project in accordance with **Article X** of the Lease by the irrevocable deposit in escrow of moneys or Government Obligations (maturing as to principal and interest in such amounts and at such times as are necessary to make any required payments without reinvestment of any earnings thereon) or both moneys and Government Obligations, and (ii) the District has delivered to the Trustee, (A) an Opinion of Counsel to the effect that the conditions for such discharge contained herein and in **Section 10.02** have been satisfied or irrevocably provided for and (B) an accountant’s certificate verifying the sufficiency of moneys or Government Obligations or both so deposited for the payment of the Principal Portion and Interest Portion of the Certificates and any applicable Prepayment Price to be paid with respect to the Certificates and (iii) the District has deposited sufficient moneys to pay the fees, charges and expenses of the Trustee (or has made provision satisfactory to the Trustee for their payment), thereupon the obligations created by this Declaration of Trust will cease, determine and become void except for the right of the Certificate Owners and the obligation of the Trustee to apply such moneys and Government Obligations to the payment of the Certificates as herein set forth; provided, however, that all provisions hereof relating to the compensation or indemnification of the Trustee will survive the satisfaction and discharge of this Declaration of Trust.

(b) After all amounts owing to the Certificate Owners have been paid hereunder and under the Lease, the Trustee will turn over to the District any surplus in the Lease Revenue Fund and all balances remaining in any other funds or accounts other than moneys and Government Obligations held for the payment of the Certificates at maturity or on prepayment, which moneys and Government Obligations will continue to be held by the Trustee in trust for the benefit of the Certificate Owners and will be applied by the Trustee to the payment, when due, of the Principal Portions and any premium and Interest Portions of Basic Rent represented by the Certificates.

Section 10.02. Deposit of Moneys or Securities. If moneys or Government Obligations as hereinabove provided, are deposited with and held by the Trustee or other commercial bank or trust company, the Trustee or other commercial bank or trust company will within 30 days after such Government Obligations have been deposited with it give Notice by Mail, to the Owners at the addresses listed on the registration books kept by the Registrar pursuant to **Section 3.06**, setting forth (i) the maturity date or Prepayment Date, as the case may be, of the Certificates, (ii) a description of the moneys and/or Government Obligations, if any, so held by it, and (iii) that this Declaration of Trust has been released in accordance with the provisions of this Section. Whenever in this Declaration of Trust or the Lease it is provided or permitted that there be deposited with or held in trust by the Trustee or other commercial bank or trust company moneys or Government Obligations in the necessary amount to pay or prepay any Certificates, the money or Government Obligations so to be deposited or held may include money or Government Obligations held by the Trustee in the Funds established pursuant to this Declaration of Trust (exclusive of the Project Fund and the Rebate Fund) the principal of and interest on which when due together with any moneys held by the Trustee for such purpose will provide moneys sufficient to pay the Principal Portions and Interest Portions of the Basic Rent represented by the Certificates as same becomes due, except that, in the case of Certificates that are to be prepaid prior to

maturity and in respect of which irrevocable notice of such prepayment have been given as in **Article V** provided or irrevocable provision satisfactory to the Trustee has been made for the giving of such notice, the amount to be deposited or held will be the Prepayment Price with respect to such Certificates and all unpaid interest to the Prepayment Date.

ARTICLE XI

THE TRUSTEE

Section 11.01. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee will, prior to an Event of Default or Event of Nonappropriation, and after the curing of all Events of Default or Events of Nonappropriation that may have occurred, perform only such duties as are specifically set forth in this Declaration of Trust. The Trustee will have no implied duties. The permissive right or power to take any action may not be construed as a duty to take action under any circumstances, and the Trustee will not be liable except in the event of its gross negligence or willful misconduct. The Trustee will, during the existence of any Event of Default or Event of Nonappropriation, exercise such of the rights and powers vested in it by this Declaration of Trust, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee will not be obligated to risk its own funds in the administration of the Trust Estate. Notwithstanding any provision herein to the contrary, the Trustee need not take any action under this Declaration of Trust that may involve it in any expense or liability until indemnified to its satisfaction for any expense or liability, including liability related to environmental contamination, it reasonably believes it may incur.

(c) The Trustee is not responsible for any recitals contained in this Declaration of Trust or in the Certificates, or for the recording, filing, rerecording or refiling of this Declaration of Trust or security agreements (excluding the continuation of Uniform Commercial Code financing statements) in connection therewith, or for insuring the Project or for collecting any insurance moneys or for the sufficiency of the security for the Certificates. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Declaration of Trust or of the Certificates. The Trustee will not be accountable for the use or application by the District of any of the Certificates or the proceeds thereof or of any money paid to or upon the order of the District under any provision of this Declaration of Trust or the Lease.

(d) The Trustee will not be required to give any bond or surety or report to any court despite any statute, custom or rule to the contrary.

(e) The Trustee may execute any of the duties under this Declaration of Trust by or through agents, attorneys, trustees or receivers and the Trustee will not be responsible for any misconduct or negligence on the part of any agent, attorney, trustee or receiver appointed with due care by it hereunder.

(f) The Trustee will not be required to take notice or be deemed to have notice of any default, or Event of Default, Event of Nonappropriation or other fact or event under this Declaration of Trust other than the District's failure to pay Basic Rental Payments required by **Section 4.01** of the Lease, unless the Trustee is specifically notified in writing of the default or Event of Default, Event of Nonappropriation, fact or event by the District or the Owners of not less than 25% of the unpaid Principal Portion of Basic Rental Payments represented by the Certificates then Outstanding.

(g) The Trustee may consult legal counsel, may conclusively rely on the opinion or advice of such legal counsel and will not be liable for any act or omission taken or suffered pursuant to the opinion or advice of such counsel. The fees and expenses of the counsel will be deemed to be a proper expense of the Trustee.

(h) Unless specifically required by the terms of this Declaration of Trust, the Trustee need not take notice of or enforce any other document or relationship, including any contract, settlement, arrangement, plan, assignment, pledge, release, decree or the like, other than the Lease, but its duties will be solely as set out in this Declaration of Trust.

(i) The Trustee may be removed at any time by a Directive. The Trustee will give written notice of any removal pursuant to this subsection (i) to the District. The Trustee will resign at any time the Trustee ceases to be eligible in accordance with subsection (l) of this Section, or becomes incapable of acting, or is adjudged as bankrupt or insolvent, or a receiver of the Trustee or its property is appointed, or any public officer takes control or charge of the property or affairs of the Trustee for the purpose of rehabilitation, conservation or liquidation, and thereupon a successor Trustee will be appointed by a Directive.

(j) The Trustee may at any time resign by giving written notice of such resignation to the District and by giving the Certificate Owners Notice by Mail of such resignation at the addresses listed on the registration books kept by the Registrar pursuant to **Section 3.06**. Upon receiving such notice of resignation, a successor Trustee will be appointed by a Directive.

(k) Any removal or resignation of the Trustee and appointment of a successor Trustee will become effective only upon acceptance of appointment by the successor Trustee. If no successor Trustee has been appointed and has accepted appointment within 45 days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Certificate Owner (on behalf of himself and all other Certificate Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Declaration of Trust will signify its acceptance of such appointment by executing and delivering to the District and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, will become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee held by it as security for the Certificates, including its interest in the Lease, with like effect as if originally named Trustee herein and the duties and obligations of the predecessor Trustee hereunder will thereafter cease and terminate; but, nevertheless at the request of the District or the request of the successor Trustee, such predecessor Trustee will execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be requested for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Declaration of Trust and will pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the predecessor or the successor Trustee, the District will execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, such successor Trustee will cause Notice by Mail to all Owners of such acceptance.

(l) Any Trustee appointed under the provisions of this Section in succession to the Trustee will be a state or national trust company or bank having the powers of a trust company and being duly

authorized to execute trust powers having a designated corporate trust office in the State, in good standing in the State, having a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision and examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee will cease to be eligible in accordance with the provisions of this subsection (l), the Trustee will resign immediately in the manner and with the effect specified in this Section.

(m) Notwithstanding anything elsewhere in this Declaration of Trust or the Lease contained, before taking any action under this Declaration of Trust (except with respect to acceleration of the Certificates and payment of the Certificates upon such acceleration or any payments of the Certificates when due), the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable fees, costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all liability that it may incur in or by reason of such action, including without limitation liability in connection with environmental contamination, and the cleanup thereof, except liability that is adjudicated to have resulted from its gross negligence or willful misconduct by reason of any action so taken.

(n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Certificates without incurring any liability to the Certificate Owners if in the opinion of the Trustee such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Certificate Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Certificate Owners may result in such liability.

(o) The Trustee may inform the Certificate Owners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists that imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this Declaration of Trust.

(p) Notwithstanding any other provision of this Declaration of Trust to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee will be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.

(q) The Trustee will not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Section 7.02**.

(r) The Trustee will not be responsible for the use of any Certificates executed and delivered hereunder.

(s) Any action taken by the Trustee pursuant to and in accordance with this Declaration of Trust upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Certificate will be conclusive and binding upon all future Owners of the same Certificate and upon Certificates delivered in exchange therefor or upon transfer or in place thereof.

(t) The Trustee will have the right, but will not be required, to demand, in respect of the execution of any Certificate, the withdrawal of any moneys, the release of any property, or any action whatsoever within the purview of this Declaration of Trust, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the District to any such action.

(u) The Trustee may become the owner of Certificates with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Certificate Owners, whether or not such committee will represent the Owners of a majority in principal amount of the Certificates then Outstanding.

Section 11.02. Merger or Consolidation. Any entity into which the Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which it will be a party or any entity to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company is eligible under **Section 11.01(D)**, will be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 11.03. Liability of Trustee; Indemnity. The Trustee will not be liable in connection with the performance of its duties hereunder, except for its own gross negligence or willful misconduct.

Before taking any action under this Declaration of Trust (except with respect to acceleration of the Certificates and payment of the Certificates upon such acceleration or any payments of the Certificates when due), the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable fees, costs and expenses to which it may be put and to protect it against all liability, except liability that is adjudicated to have resulted from its gross negligence or willful misconduct by reason of any action so taken.

Section 11.04. Right of Trustee to Rely on Documents. The Trustee will be protected in acting upon any notice, resolution, ordinance, request, consent, order, certificate, report, opinion, Directive or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the District, with regard to legal questions, and the opinion or advice of such counsel will be full and complete authorization and protection in respect of any action taken, omitted or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Declaration of Trust the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or omitting or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by the Authorized Representative, and such statement will be full warrant to the Trustee for any action taken, omitted or suffered in good faith under the provisions of this Declaration of Trust in reliance upon such statement, and, prior to the occurrence of a default of which the Trustee has been notified as provided in Section 11.01(f) or of which by said section it is deemed to have notice, the Trustee will also be at liberty to accept a similar statement to the effect that any particular dealing, transaction or action is necessary or expedient, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 11.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Declaration of Trust will be retained in its possession until six months after payment in full of all Certificates and the discharge of this Declaration of Trust and will be subject at all reasonable times to the inspection of the District and any Certificate Owner, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Survival of Provisions. The obligations of the Trustee with respect to matters arising before the termination of this Declaration of Trust (including any indemnification obligations and any obligation to pay additional interest) will survive the termination of this Declaration of Trust.

Section 12.02. No Third Party Beneficiaries. No persons other than the District, the Trustee, the Owners of Certificates and the successors and assigns of such persons, will have any rights whatsoever under this Declaration of Trust.

Section 12.03. Notices. It will be sufficient service of any notice, request, complaint, demand or other paper required by this Declaration of Trust or the Lease to be given or filed with the Trustee or the District if the same is duly mailed by registered or certified mail with postage prepaid (except as indicated in (a) below) addressed as follows, provided that any of the foregoing given to the Trustee will be effective only upon receipt:

- (a) To the Owners of the Certificates if the same is duly mailed by first class mail, postage prepaid, addressed to each of the Owners of Certificates at the time Outstanding at their addresses as shown by the register maintained pursuant to **Section 3.06**.
- (b) If to the District:
 - Douglas County School District 0017
 - (Millard Public Schools)
 - 5606 South 147th Street
 - Omaha, Nebraska 68137-2604
 - Attention: Assistant Superintendent for General Administration
- (c) If to the Trustee:
 - First National Bank of Omaha
 - 1620 Dodge Street
 - Omaha, Nebraska 68197-3395
 - Attn: Corporate Trust Department

A duplicate copy of each notice, certificate or other communication given hereunder, or pursuant to the Lease to any of the parties mentioned in this Section will be given to all other parties mentioned in this Section (other than the Owners of the Certificates unless a copy is required to be furnished to them by other provisions of this Declaration of Trust). The Trustee or the District may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent to it.

Section 12.04. Waiver of Personal Liability.

(a) All obligations or liabilities under this Declaration of Trust on the part of the Trustee are solely obligations or liabilities of the Trustee in its capacity hereunder as a corporate trustee of the Trust Estate. To the extent permitted by law, the District hereby releases each and every director, officer, agent, attorney or employee of the Trustee from any personal or individual liability under this Declaration of Trust. No director, officer, agent, attorney or employee of the Trustee will at any time or under any circumstances be individually or personally liable under this Declaration of Trust for anything done or omitted to be done by the Trustee hereunder.

(b) All obligations or liabilities under this Declaration of Trust on the part of the District are solely obligations or liabilities of the District as a political subdivision. To the extent permitted by law, the Trustee hereby releases each and every official, member, employee or agent of the District from any personal or individual liability under this Declaration of Trust. No official, member, employee or agent of the District will at any time or under any circumstances be individually or personally liable under this Declaration of Trust for anything done or omitted to be done by the District hereunder.

Section 12.05. Declaration of Trust Binding Upon Trustee and Successors. This Declaration of Trust will inure to the benefit of and will be binding upon the Trustee and its successors and assigns, subject to the limitations contained herein.

Section 12.06. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Trustee, has caused this Declaration of Trust to be executed by its duly authorized corporate officers, all as of the day and year indicated above.

**FIRST NATIONAL BANK OF OMAHA,
as Trustee**

(SEAL)

By: _____
Vice President and Trust Officer

ATTEST:

Authorized Officer

SCHEDULE 1

TO LEASE PURCHASE AGREEMENT DATED AS OF DECEMBER 1, 2009, BETWEEN FIRST NATIONAL BANK OF OMAHA AND DOUGLAS COUNTY SCHOOL DISTRICT 0017 (MILLARD PUBLIC SCHOOLS) IN THE STATE OF NEBRASKA, AND TO DECLARATION OF TRUST DATED AS OF DECEMBER 1, 2009 BY FIRST NATIONAL BANK OF OMAHA.

Description of the Real Property

Lots 1 and 2, Omaha Industrial Foundation – District No. 3 Replat 11 being a replat of Lot 2, Omaha Industrial Foundation – District No. 3 Replat 10, a subdivision located in the NW ¼ of Section 1, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, OPPD, Qwest and cable easements along lot lines as shown or noted in plat dedication of plat as recorded in Instrument No. 2003226654

EXHIBIT A**TO DECLARATION OF TRUST DATED AS OF DECEMBER 1, 2009,
EXECUTED BY FIRST NATIONAL BANK OF OMAHA, AS TRUSTEE****FORM OF CERTIFICATE OF PARTICIPATION**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trustee or its agent for registration of transfer, exchange or payment, and any certificate delivered is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co., or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NUMBER _____

\$ _____

**CERTIFICATES OF PARTICIPATION
SERIES 2009**

**Evidencing a Proportionate Interest
in Basic Rent Payments to be Made by the
Douglas County School District 0017
(Millard Public Schools)
in the State of Nebraska**

Pursuant to an Annually Renewable Lease Purchase Agreement

<u>Interest Rate</u>	<u>Payment Date</u>	<u>Certificate Date</u>	<u>CUSIP</u>
	May 15, 20__	December 1, 2009	

Registered Owner: CEDE & CO.

Principal Sum:

THIS IS TO CERTIFY that the registered owner identified above of this Certificate of Participation (the “Certificate”) is the owner of the proportionate interest hereinafter stated in that certain Lease Purchase Agreement dated as of December 1, 2009 (the “Lease”), between First National Bank of Omaha, a national banking association organized and existing under the laws of the United States of America (the “Trustee”), and Douglas County School District 0017 (Millard Public Schools) in the State of Nebraska, a Class III school district (the “District”), including payments of Basic Rent to be made thereunder (the “Basic Rent Payments”). The District is authorized to enter into the Lease pursuant to applicable laws, including the constitution and statutes of the State of Nebraska and an ordinance or resolution of the District. This Certificate is subject to the Declaration of Trust, dated as of December 1,

2009, by the Trustee, as amended or supplemented from time to time (the "Declaration of Trust"), which is on file at the designated corporate trust office of the Trustee located in Omaha, Nebraska. Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Declaration of Trust.

THE REGISTERED OWNER of this Certificate is entitled to receive, subject to the terms of the Lease and the Declaration of Trust, on the payment date specified above (the "Certificate Payment Date"), or if selected for prepayment, on the Prepayment Date, the principal sum specified above, representing a portion of the Basic Rent Payment designated as principal coming due on the Certificate Payment Date, and to receive the registered Owner's proportionate share of Basic Rent Payments designated as interest on May 15 and November 15, commencing on May 15, 2010, to and including the Certificate Payment Date or the Prepayment Date, whichever is earlier. Said proportionate share of the Basic Rent Payments designated as interest is computed on the principal sum specified above from December 1, 2009, or the most recent date to which such interest has been paid, at the interest rate specified above on the basis of a 360-day year of twelve 30-day months.

SAID AMOUNTS are payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. The amounts representing principal and prepayment premium, if any, are payable by check or draft at the designated corporate trust office of the Registrar upon the presentation and surrender of this Certificate; the amounts representing interest are payable to the person in whose name this Certificate is registered in the register maintained by the Trustee at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding each interest payment date (a "Record Date") by check or draft mailed to the said registered Owner at his address as it appears in said register or in the case of an amount representing interest to be paid to any registered Owner of Certificates representing an aggregate amount of principal of \$5,000 or more, by electronic transfer to such registered Owner upon written notice given to the Trustee by such registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which will be in the continental United States), ABA routing number and account number to which such registered Owner wishes to have such transfer directed.

BASIC RENT PAYMENTS are payable solely from Available Revenues that, for any Fiscal Year, including any balances of the District from previous Fiscal Years encumbered to pay Rent under the Lease, are amounts budgeted or appropriated out of the income and revenue of the District for such Fiscal Year plus any unencumbered balances of the District from previous Fiscal Years that are legally available to pay Rent during such Fiscal Year and all moneys and investments, including earnings thereon, except for the Rebate Fund, held by the Trustee pursuant to the Declaration of Trust.

NEITHER THE BASIC RENT PAYMENTS NOR ANY OTHER AMOUNTS DUE UNDER THE LEASE CONSTITUTE A DEBT, A GENERAL OBLIGATION OR, EXCEPT FROM AVAILABLE REVENUES, A LIABILITY OF THE DISTRICT WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE DISTRICT WILL NOT BE OBLIGATED TO PAY THE SAME EXCEPT FROM AVAILABLE REVENUES. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT IS PLEDGED TO THE PAYMENT OF THE BASIC RENT PAYMENTS OR ANY OTHER AMOUNTS DUE UNDER THE LEASE. THE REGISTERED OWNER WILL NOT HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE TAXING POWER OF THE DISTRICT FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST UNDER THE LEASE REPRESENTED BY THIS CERTIFICATE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE LEASE.

This Certificate is one of a duly authorized series of certificates of participation designated "Certificates of Participation, Series 2009, Evidencing a Proportionate Interest in Basic Rent Payments to be Made by the Douglas County School District 0017 (Millard Public Schools) in the State of Nebraska, Pursuant to an Annually Renewable Lease Purchase Agreement" (the "Certificates") for the purpose of providing funds to pay the costs of (i) pay the costs of renovating and remodeling the structures on certain real property (the "Improvements"), and (ii) paying certain costs connected to the execution and delivery of the Certificates. This Certificate has been executed by the Trustee pursuant to and is governed by the terms of the Declaration of Trust. Copies of the Lease and the Declaration of Trust are on file at the office of the District and at the designated corporate trust office of the Trustee, and reference to the Lease and the Declaration of Trust and any and all amendments and supplements thereto is made for a description of the pledges and covenants of the District securing the Basic Rent Payments, the nature, extent and manner of enforcement of such pledges and covenants and the rights and the terms and conditions upon which the Certificates are delivered thereunder.

The Declaration of Trust permits certain amendments or supplements to the Declaration of Trust and the Lease not prejudicial to the Certificate Owners to be made without the consent of or notice to the Certificate Owners, certain other amendments or supplements thereto to be made with the consent of the Owners of not less than a majority in aggregate principal amount of the Certificates then Outstanding and other amendments or supplements thereto to be made only with the consent of all Certificate Owners.

If certain conditions are met, the Lease may be amended without the consent of or notice to the Certificate Owners to increase the amount of Basic Rent payable by the District, and additional certificates of participation evidencing interests in such increased Basic Rent may be executed and delivered under the Declaration of Trust. Such certificates of participation would be on a parity with the Certificates.

The Series 2009 Certificates that evidence Principal Portions of Basic Rent payable to Certificate Owners on or after May 15, 2014, will be subject to optional prepayment, as a whole or in part, on or after May 15, 2013, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented by the Series 2009 Certificates being prepaid, plus the Interest Portion of Basic Rent accrued to the Prepayment Date, from amounts paid by the District upon the exercise of its option to purchase the Trustee's interest in the Project or partially prepay Basic Rent Payments pursuant to the terms of the Lease.

The Series 2009 Certificates will be subject to optional prepayment on any Basic Rent Payment Date, as a whole, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented thereby plus the Interest Portion of Basic Rent accrued to the Prepayment Date, in the event of substantial damage to or destruction or condemnation (other than by the District or any entity controlled by or otherwise affiliated with the District) of, or loss of title to, substantially all of the Project, or as a result of changes in the Constitution of Nebraska or legislative or administrative action by the State or the United States or the Lease becomes unenforceable, and the District purchases the Trustee's interest in the Project pursuant to the Lease.

In the event any of the Certificates are to be prepaid, notice thereof identifying the Certificates to be prepaid will be given by first class mail, postage prepaid, mailed not more than 60 days and not less than 30 days prior to the Prepayment Date to each registered Owner of Certificates to be prepaid. The failure of the registered Owner of any Certificate to be so prepaid to receive notice of prepayment mailed as herein provided will not affect or invalidate the prepayment of such Certificate. All Certificates for which notice of prepayment is given will cease to bear interest on the specified Prepayment Date, provided moneys or certain securities for their prepayment are on deposit at the place of payment at that

time, will cease to be entitled to any benefit or security under the Declaration of Trust and will no longer be deemed to be outstanding under the Declaration of Trust.

This Certificate will be transferable upon the Certificate register, which will be kept for that purpose at the designated corporate trust office of the Trustee, upon surrender and cancellation of this Certificate together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner of his, her or its duly authorized attorney and upon payment of the charges provided in the Declaration of Trust. Upon such transfer a new fully registered Certificate or Certificates of the same maturity and aggregate principal amount will be delivered to the transferee. The Trustee may treat the registered Owner hereof as the absolute Owner hereof for all purposes, and the Trustee will not be affected by any notice to the contrary.

The Certificates are being delivered by means of a book-entry system with no physical distribution of certificates to be made except as provided in the Declaration of Trust. One Certificate with respect to each Certificate Payment Date, registered in the nominee name of the Securities Depository, is being delivered. The book-entry system will evidence positions held in the Certificates by the Securities Depository's participants, beneficial Ownership of the Certificates in authorized denominations being evidenced in the records of such participants. Transfers of Ownership will be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Trustee will recognize the Securities Depository nominee, while the registered Owner of this Certificate, as the Owner of this Certificate for all purposes, including (i) payments of the Principal Portions of Basic Rent and the Interest Portion of Basic Rent, (ii) notices and (iii) voting. Transfers of the Principal Portion and Interest Portion of Basic Rent to participants of the Securities Depository, and transfers of Principal Portion and Interest Portion of Basic Rent to beneficial Owners of the Certificates by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial Owners. The Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the Owner of this Certificate, notwithstanding the provision hereinabove contained, payments on this Certificate will be made in accordance with existing arrangements among the District, the Trustee and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE DECLARATION OF TRUST, THIS GLOBAL CERTIFICATE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

The Certificates may be delivered in the form of fully registered Certificates in the denomination of \$5,000 or any integral multiple thereof, subject to certain limitations and as otherwise provided in the Declaration of Trust. The Certificates, upon surrender thereof at the designated corporate trust office of the Trustee with a written request for exchange satisfactory to the Trustee duly executed by the registered Owner of his, her or its duly authorized attorney in writing, may be exchanged for an equal aggregate principal amount of fully registered Certificates of any authorized denomination of the same maturity. No service charge will be made for any transfer or exchange of Certificates, but the Trustee may require payment of any tax or governmental charge in connection therewith.

THE TRUSTEE has no obligation or liability to the registered Owners of the Certificates to make payments of principal or interest with respect to the Certificates. The Trustee's sole obligations are to administer, for the benefit of the registered Owners thereof, the various funds and accounts established under the Declaration of Trust.

THE DISTRICT has certified, recited and declared that all acts, conditions and things required by the constitution and statutes of the State of Nebraska and the Lease to exist, to have happened and to have been performed precedent to the delivery of the Lease, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by of an authorized signatory as of the date set forth above.

**FIRST NATIONAL BANK OF OMAHA,
not in its individual capacity but solely as
Trustee under the Declaration of Trust
dated as of December 1, 2009**

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Please Print or Typewrite Name, Address and
Employee Identification Number or Social Security Number of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ Attorney to transfer the within Certificate on the register kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must
correspond with the name of the Registered
Owner as it appears upon the face of the within
Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as
defined by SEC Rule 17 Ad-15 (17 CFR 240.17
Ad-15) or such other similar rule as Trustee may
deem applicable)

By: _____
Title: _____

EXHIBIT B**TO DECLARATION OF TRUST DATED AS OF DECEMBER 1, 2009,
EXECUTED BY FIRST NATIONAL BANK OF OMAHA, AS TRUSTEE****FORM OF REQUISITION CERTIFICATE*****FOR COSTS OF IMPROVEMENTS***

Request No. _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FOR
COSTS OF IMPROVEMENTS**

To: First National Bank of Omaha
1620 Dodge Street
Omaha, Nebraska 68197-3395
Attention: Corporate Trust Department

Ladies and Gentlemen:

Pursuant to **Section 5.02** of the Lease Purchase Agreement (the "Lease") between First National Bank of Omaha (the "Trustee") and the Douglas County School District 0017 (Millard Public Schools) in the State of Nebraska (the "District"), and **Section 6.04** of the Declaration of Trust (the "Declaration of Trust"), both dated as of December 1, 2009, the District hereby requests payment in accordance with this request and said sections of the Lease and the Declaration of Trust, and the District hereby states and certifies that (a) all terms of this request are used with the meanings used in the Lease and the Declaration of Trust, (b) the names of the persons, firms or corporations, if any, to whom the payments requested hereby are due, the amounts to be paid are as set forth on **Attachment I** hereto, (c) the amount hereby requested has been paid or is justly due and is hereby requested to be paid to contractors, subcontractors, materialmen, engineers, architects or other persons (which may include the District) (whose names and addresses are stated on **Attachment I** hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials in the acquisition, construction and installation of the Improvements (a brief description of such work and materials and the several amounts so paid or due being set forth on **Attachment I** hereto), (d) no part of the several amounts paid or due, as stated in this certificate has been, is being or will be made the basis for the withdrawal of any moneys in any previous, pending or subsequently filed certificate, (e) the amount remaining to be paid from the Project Fund to pay the remaining Costs of Improvements to be paid from the Series 2009 Certificates (as defined in the Declaration of Trust), together with other moneys set aside by the District to pay Costs of Improvements, will, after payment of the amounts requested, be sufficient to pay the cost of completing the Improvements in accordance with an estimate of cost of work not yet completed, it being understood that no moneys in the Project Fund may be disbursed to pay Costs of Improvements unless after such expenditure the remaining moneys remaining in the Project Fund, together with any other funds available and committed by the District, are sufficient to pay such remaining Costs of Improvements to be paid from the Series 2009 Certificates (as defined in the Declaration of Trust), (f) this certificate contains no request for payment on account of any retained percentage that the District is at the date of such certificate entitled to retain, (g) there has not been filed with or served upon the District any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the respective amounts stated in said certificate that has not been released or will not be released simultaneously with the payment of such obligation, and (h) for the purpose of assuring

proper direction and credit of payment, invoices, statements, vouchers or bills for the amounts requested, except as to any retainage, related to amounts specified in this certificate are attached hereto.

**DOUGLAS COUNTY SCHOOL DISTRICT 0017
(MILLARD PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA**

By: _____
Authorized Representative

Pursuant to **Section 5.02** of the Lease and **Section 6.04** of the Declaration of Trust, the District hereby states and certifies that (a) each of the District's representations contained in the Lease is true, correct and not misleading as though made as of the date hereof, and (b) no event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of default.

**DOUGLAS COUNTY SCHOOL DISTRICT 0017
(MILLARD PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA**

By; _____
Authorized Representative

The foregoing request is for the payment of Costs of Issuance.

By: _____
Authorized Representative

**ATTACHMENT I
TO WRITTEN REQUEST FOR DISBURSEMENT FROM
DOUGLAS COUNTY SCHOOL DISTRICT 0017
(MILLARD PUBLIC SCHOOLS)
IN THE STATE OF NEBRASKA
PROJECT FUND**

SCHEDULE OF PAYMENTS REQUESTED

<u>Payee and Address</u>	<u>Amount</u>	<u>Description</u>
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EXHIBIT C**TO DECLARATION OF TRUST DATED AS OF DECEMBER 1, 2009,
EXECUTED BY FIRST NATIONAL BANK OF OMAHA, AS TRUSTEE****PAYMENT SCHEDULE FOR SERIES 2009 CERTIFICATES**

Payment Date <u>May 15</u>	<u>Principal Portion</u>	Interest Rate on Principal <u>Portion Due</u>
2010	\$420,000.00	2.750%
2011	365,000.00	2.750
2012	415,000.00	3.000
2013	435,000.00	3.000
2014	450,000.00	3.000
2015	465,000.00	3.250
2016	1,650,000.00	3.375

AGENDA SUMMARY SHEET

AGENDA ITEM: Legislative Standing Positions 2010

MEETING DATE: November 2, 2009

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF DESCRIPTION: Standing Position for 2010

ACTION DESIRED: APPROVAL XX DISCUSSION ____ INFORMATION ONLY ____

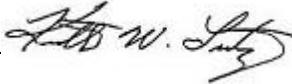
I attached the standing positions for consideration this year. Each year the Board takes a position on Legislative Standing Positions which guide our lobbying efforts on all bills and amendments to bills.

We have discussed the standing positions previously. I have also suggested some minor changes to past standing positions.

It is possible additional standing positions may be necessary depending on proposed legislation.

STRATEGIC PLAN: Implemented Strategies and Superintendent's Goals

RESPONSIBLE PERSON: Angelo Passarelli

SUPERINTENDENT'S APPROVAL: _____  _____

**Millard Public Schools
2010 Standing Positions**

1. The Millard Public Schools supports the independence of established Class III school districts (2009).
2. The authority to levy for the general fund should remain with locally elected school boards. Rationale: Locally elected boards are in the best position to make decisions on levies and taxes. ~~The Learning Community should not interfere with the timely distribution of local property taxes by the county treasurer~~ (2009).
3. ESU Local Initiative Funds should be restored to previous levels rather than be diverted for Learning Community Governance expenses. Rationale: School districts should not have to reduce programs and staff to support the governance of the Learning Community Coordinating Council (2009).
4. Locally elected school boards should have the ultimate authority to approve diversity and poverty plans. Rationale: Locally elected boards are more responsive to local needs (2009).
5. State aid decisions should not be reconsidered after the February 1st certification date. Rationale: School districts need time in order to make proper plans for funding school systems. The rules for state aid should not change after districts have established their budgets and levies (2009).
6. The Millard Public Schools supports legislation that seeks accurate and transparent accounting of all funds that support education from local, state and federal sources (2006).
7. State funding should be sufficient to keep teacher's salaries regionally competitive (2003).
8. State and local taxpayers share the responsibility for the Pre-K through 12th grade educational program. The funding should reflect an equitable distribution of state revenue (2001).
9. School districts should be encouraged to support ongoing maintenance of school buildings; therefore spending and levy restrictions should be removed from the building fund (2001).
10. Federal and state governments should never impose un-funded mandates (2001).
11. Local boards of education are accountable to their community for making decisions regarding the educational program and are in the best position to make decisions on curriculum, management and funding (2001).
12. Financial decisions on lids and levies are best made at a local level where elected officials are most accountable to the community (2001).

AGENDA SUMMARY SHEET

AGENDA ITEM: **New Hires**

MEETING DATE: **November 2, 2009**

DEPARTMENT: **Human Resources**

TITLE AND BRIEF DESCRIPTION: **N/A**

ACTION DESIRED: **Approval**

BACKGROUND: **Personnel items: (1) Hires**

OPTIONS/ALTERNATIVE CONSIDERATIONS: **N/A**

RECOMMENDATION: **Approval**

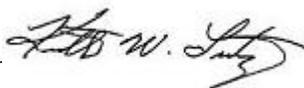
STRATEGIC PLAN REFERENCE: **N/A**

IMPLICATIONS OF ADOPTION/REJECTION: **N/A**

TIMELINE: **N/A**

RESPONSIBLE PERSONS: **Dr. Jim Sutfin**

SUPERINTENDENT'S APPROVAL:

_____

November 2, 2009

TEACHERS RECOMMENDED FOR HIRE

Recommend: the following teachers be hired for the 2009/2010 school year:

1. Traci L. Stanek – BA – University of Nebraska at Lincoln. Fourth grade teacher at Harvey Oaks Elementary School.
2. Elizabeth J. Rosinski – BA – University of Nebraska at Lincoln. Family Consumer Science teacher at Millard North Middle School. Start date: January, 2010
3. Kathryn A. Yost – BA – University of Nebraska at Lincoln. Math teacher at Millard North High School. Start date: January, 2010

**October 20, 2009
Millard Public Schools
Total Enrollment**

Elementary	K	1	2	3	4	5	SpEd	Current	YTD	Official 09/09	
							Cluster Prgm				Total
Abbott (3 unit)	78	80	67	70	70	65		430	3	3	427
Ackerman (4 unit)	80	98	94	86	84	94		536	0	0	536
Aldrich (3 unit)	72	61	57	95	68	83		436	1	1	435
Black Elk (4 unit)	82	80	87	99	84	105		537	-2	-2	539
Bryan (3 unit)	68	68	61	68	59	54		378	-1	-1	379
Cather (3 unit)	86	77	79	77	70	67		456	1	1	455
Cody (2 unit)	39	35	36	42	25	35	21	233	0	0	233
Cottonwood (3 unit)	68	54	54	50	61	66		353	0	0	353
Disney (3 unit)	45	46	39	43	32	47	15	267	1	1	266
Ezra Millard (3 unit)	58	60	65	63	63	62	8	379	-4	-4	383
Harvey Oaks (2 unit)	48	45	45	54	55	47		294	0	0	294
Hitchcock (2 unit)	33	25	25	28	26	24	21	182	1	1	181
Holling Heights (3 unit)	69	64	65	64	71	66	8	407	-1	-1	408
Montclair (4 unit)	89	84	89	92	89	76		519	-2	-2	521
Morton (3 unit)	54	48	58	61	71	54	14	360	2	2	358
Neihardt (4 unit)	91	87	101	108	97	71		555	-2	-2	557
Norris (3 unit)	70	59	49	57	67	53		355	-1	-1	356
Reagan (4 unit)	107	124	106	104	79	91		611	4	4	607
Reeder (3 unit)	69	63	92	74	78	69	14	459	-2	-2	461
Rockwell (3 unit)	55	58	53	56	47	46	21	336	1	1	335
Rohwer (3 unit)	75	71	83	82	78	82	17	488	0	0	488
Sandoz (3 unit)	56	56	60	40	50	49		311	3	3	308
Upchurch (3 unit)	103	81	68	52	47	42		393	3	3	390
Wheeler (4 unit)	89	102	105	105	103	82	28	614	1	1	613
Willowdale (3 unit)	59	59	68	72	89	72		419	2	2	417
Totals	1743	1685	1706	1742	1663	1602	167	10308	8	8	10300

Middle	6	7	8	SpEd	Total	Change	Change	Official 09/09
				Prgm				
Andersen MS	242	260	277	8	779	-4	-4	783
Beadle MS	267	299	293	27	859	-3	-3	862
Central MS	251	261	217	19	729	2	2	727
Kiewit MS	272	308	301	5	881	-3	-3	884
North MS	313	252	239	14	804	0	0	804
Russell MS	286	287	291	9	864	-2	-2	866
MS Alternative	0	11	13		24	1	1	23
Totals	1631	1678	1631	82	4940	-9	-9	4949

High	9	10	11	12	SpEd	Total	Change	Change	Official 09/09	
					Prgm					Enrollment
North HS		638	597	594	626	30	2455	-3	-3	2458
South HS		483	489	513	499	31	1984	-9	-9	1993
West HS		565	516	517	545	29	2143	-1	-1	2144
Millard Learning Center		0	0	13	68		81	-1	-1	82
Totals		1686	1602	1637	1738	90	6663	-14	-14	6677

Preschool	SPED	Not SPED	Total
Bryan	3	31	34
Cody	62	25	87
Cody Early Start	3	10	13
Disney	30	17	47
Hitchcock	22	11	33
Holling Heights	26	2	28
Montclair	23	7	30
Montclair Montessori	2	80	82
Neihardt	1	35	36
Norris ELL	0	17	17
Norris Montessori	0	23	23
Reeder	32	8	40
Rockwell	0	43	43
Sandoz	21	4	25
Sandoz ELL	0	35	35
TOTAL			573

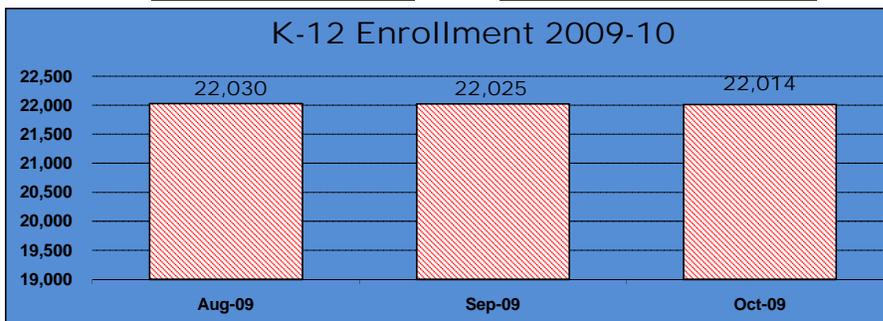
High School Career Academies	NHS	SHS	WHS	TOTAL
Education	3	2	12	17
Entrepreneurship	4	6	3	13
Finance	5	7	4	16
TOTAL	12	15	19	46

Contracted SPED	49	5	5	44
Young Adult Program	54	-1	-1	55

Total District K-12	22014	-11	-11	22025
Total District PreK-12	22587	-11	-11	22598

10/20/2009	
Elementary	10308
Middle School	4940
High School	6663
Contracted	49
Young Adult	54
TOTAL	22014

9/18/2008	
Elementary	10300
Middle Sch	4949
High Sch	6677
Contracted	44
Young Adult	55
TOTAL	22025



Elementary		Classroom Enrollment														Class Size W/out SPED
	K	1	2	3	4	5	Total	Current Change	YTD Change	Official 09/09 Enrollment						
Abbott	20	20	22	24	23	22										
	20	20	23	23	24	22										
	19	19	22	23	23	21										
	19	21														
Total Students	78	80	67	70	70	65	430	3	3	427				430		
Total Teachers	4.0	4	3	3	3	3	20.0							20.0		
Classroom Avg	20	20.0	22.3	23.3	23.3	21.7	22							22		
Ackerman	20	19	19	22	20	23										
	19	19	19	21	22	25										
	21	19	20	22	20	24										
	20	20	19	21	22	22										
		21	17													
Total Students	80	98	94	86	84	94	536	0	0	536				536		
Total Teachers	4	5	5	4	4	4	26.0							26.0		
Classroom Avg	20.0	19.6	18.8	21.5	21.0	23.5	21							21		
Aldrich	25	20	19	24	23	19										
	22	20	19	24	22	21										
	25	21	19	23	23	21										
				24		22										
Total Students	72	61	57	95	68	83	436	1	1	435				436		
Total Teachers	3	3	3	4	3	4	20.00							20		
Classroom Avg	24.0	20.3	19.0	23.8	22.7	21.3	22							22		
Black Elk	20	20	22	25	20	25										
	22	20	22	25	21	27										
	19	20	21	24	21	27										
	21	20	22	25	22	26										
Total Students	82	80	87	99	84	105	537	-2	-2	539				537		
Total Teachers	4	4	4	4	4	4	24							24		
Classroom Avg	20.5	20.0	21.8	24.8	21.0	26.3	22							22		
Bryan	23	16	20	22	20	18										
	23	17	20	23	20	19										
	22	17	21	23	19	17										
		18														
Total Students	68	68	61	68	59	54	378	-1	-1	379				378		
Total Teachers	3	4	3	3	3	3	19							19		
Classroom Avg	22.7	17.0	20.3	22.7	19.7	18.0	20							20		
Cather	19	14	14	15	22	21	24	24	24	24	24	23				
	19	15	17	13			24	24	24	25	24	23				
Total Students	38	29	31	28	22	21	48	48	48	49	48	46	456	1	1	455
Total Teachers	2	2	2	2	1	1	2	2	2	2	2	2	22			22
Classroom Avg	19.0	14.5	15.5	14.0	22.0	21.0	24.0	24.0	24.0	24.5	24.0	23.0	21			21
Cody	21	18	17	22	12	18										
	18	17	19	20	13	17										
Total Students	39	35	36	42	25	35	213	0	0	233				212		
Total Teachers	2	2	2	2	2	2	15							12		
Classroom Avg	19.5	17.5	18.0	21.0	12.5	17.5	16							18		
Cottonwood	23	20	17	15	20	21										
	21	16	19	17	21	23										
	24	18	18	18	20	22										
Total Students	68	54	54	50	61	66	353	0	0	353				353		
Total Teachers	3	3	3	3	3	3	18							18		
Classroom Avg	22.7	18.0	18.0	16.7	20.3	22.0	20							20		
Disney	15	24	19	22	16	17										
	15	22	20	21	16	16										
	15					14										
Total Students	45	46	39	43	32	47	267	1	1	266				252		
Total Teachers	3	2	2	2	2	3	16							14		
Classroom Avg	15	23	20	22	16	16	17							18		

	K	1	2	3	4	5	SpEd Cluster Prgrm	Total	Current Change	YTD Change	Official 09/09 Enrollment	Class Size W/out SPED
Ezra Millard	19	20	22	22	21	21	6				156	
	19	19	22	20	21	21	2					
	20	21	21	21	21	20						
Total Students	58	60	65	63	63	62	8	379	-4	-4	383	371
Total Teachers	3	3	3	3	3	3	2	20				18
Classroom Avg	19.3	20.0	21.7	21.0	21.0	20.7	4	19				21

	K	1	2	3	4	5	SpEd Cluster Prgrm	Total	Current Change	YTD Change	Official 09/09 Enrollment	Class Size W/out SPED
Harvey Oaks	16	23	23	18	19	24						
	16	22	22	19	20	23						
	16			17	16							
Total Students	48	45	45	54	55	47		294	0	0	294	294
Total Teachers	3	2	2	3	3	2		15.0				15
Classroom Avg	16.0	22.5	22.5	18.0	18.3	23.5		20				20

	K	1	2	3	4	5	SpEd Cluster Program	Total	Current Change	YTD Change	Official 09/09 Enrollment	Class Size W/out SPED
Hitchcock	17	12	13	12	26	24	9					
	16	13	12	16			12					
Total Students	33	25	25	28	26	24	21	182	1	1	181	161
Total Teachers	2	2	2	2	1	1	2	12.0				10
Classroom Avg	16.5	12.5	12.5	14.0	26.0	24.0	10.5	15				16

	K	1	2	3	4	5	SpEd Cluster Program	Total	Current Change	YTD Change	Official 09/09 Enrollment	Class Size W/out SPED
Holling Heights	23	22	22	21	23	23	2					
	23	20	21	21	24	21	6					
	23	22	22	22	24	22						
Total Students	69	64	65	64	71	66	8	407	-1	-1	408	399
Total Teachers	3	3	3	3	3	3	2	20.0				18
Classroom Avg	23.0	21.3	21.7	21.3	23.7	22.0	4.0	20				22

	K	1	2	3	4	5	M-K	M1-3	M4-5	SpEd Cluster Program	Total	Current Change	YTD Change	Official 09/09 Enrollment	Class Size W/out SPED
Montclair	21	19	22	19	26	22	16	24	20						
	20	20	21	21	25	23	16	24	15						
							16	23	16						
								24	18						
								24							
Total Students	41	39	43	40	51	45	48	143	69		519	-2	-2	521	519
Total Teachers	2	2	2	2	2	2	3	6	4		25				25
Classroom Avg	20.5	19.5	21.5	20.0	25.5	22.5	16.0	23.8	17.3		21				21

	K	1	2	3	4	5	SpEd Cluster Program	Total	Current Change	YTD Change	Official 09/09 Enrollment	Class Size W/out SPED
Morton	18	15	19	21	22	17	7					
	22	16	21	20	24	18	7					
	14	17	18	20	25	19						
Total Students	54	48	58	61	71	54	14	360	2	2	358	346
Total Teachers	3	3	3	3	3	3	2.0	20				18.0
Classroom Avg	18.0	16.0	19.3	20.3	23.7	18.0	7.0	18				19

	K	1	2	3	4	5	SpEd Cluster Program	Total	Current Change	YTD Change	Official 09/09 Enrollment	Class Size W/out SPED
Neihardt	18	23	22	21	20	23						
	18	23	22	23	18	24						
	19	19	19	22	21	24						
	18	22	20	20	19							
	18		18	22	19							
Total Students	91	87	101	108	97	71		555	-2	-2	557	555
Total Teachers	5	4	5	5	5	3		27.0				27.0
Classroom Avg	18.2	21.8	20.2	21.6	19.4	23.7		21				21

	K	1	2	3	4	5	M-K	M1-3	M-4	SpEd Cluster Program	Total	Current Change	YTD Change	Official 09/09 Enrollment	Class Size W/out SPED
Norris	23	19	15	19	24	17	12	19	20						
	24	19	17	19	24	17	11	18	18						
								20							
Total Students	47	38	32	38	48	34	23	57	38		355	-1	-1	356	355
Total Teachers	2	2	2	2	2	2	2	3	2		19.0				19.0
Classroom Avg	23.5	19.0	16.0	19.0	24.0	17.0	11.5	19.0	19.0		19				19

	K	1	2	3	4	5	SpEd Cluster Program	Total	Current Change	YTD Change	Official 09/09 Enrollment	Class Size W/out SPED
Reagan	21	22	20	21	20	23						
	21	20	20	21	19	22						
	22	20	22	21	20	23						
	22	22	22	20	20	23						
	21	20	22	21								
		20										
Total Students	107	124	106	104	79	91		611	4	4	607	611
Total Teachers	5	6	5	5	4	4		29.0				29.0
Classroom Avg	21.0	21.0	21.0	20.8	19.8	22.8		21				21

K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 09/09 Enrollment		
						Program						
Reeder	22	22	23	25	20	23	6					
	25	20	23	26	18	22	8					
	22	21	23	23	20	24				157		
			23		20							
Total Students	69	63	92	74	78	69	14	459	-2	-2	461	445
Total Teachers	3	3	4	3	4	3	2.0	22.0				20.0
Classroom Avg	22.0	21.0	23.0	25.5	19.3	23.0	7.0	21				22

K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 09/09 Enrollment		
						Cluster Program						
Rockwell	18	19	17	19	23	23	11					
	18	19	19	19	24	23	10					
	19	20	17	18								
Total Students	55	58	53	56	47	46	21	336	1	1	335	315
Total Teachers	3.0	3	3	3	2	2	2	18.0				16.0
Classroom Avg	18.3	19.3	17.7	18.7	23.5	23.0	10.5	19				20

K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 09/09 Enrollment		
						Cluster Program						
Rohwer	20	24	22	21	19	22	9					
	20	23	21	20	20	21	8					
	20	24	18	20	20	18						
	15		22	21	19	21						
Total Students	75	71	83	82	78	82	17	488	0	0	488	471
Total Teachers	4	3	4	4	4	4	2	25.0				23
Classroom Avg	18.8	23.7	20.8	20.5	19.5	20.5	8.0	20				20

K	1	2	3	4	5	Total	Current Change	YTD Change	Official 09/09 Enrollment			
										Sandoz	19	18
	19	18	20	20	17	24						
	18	20	20		16							
Total Students	56	56	60	40	50	49		311	3	3	308	311
Total Teachers	3	3	3	2	3	2		16				16
Classroom Avg	18.7	18.7	20.0	20.0	16.7	24.5		19				19

K	1	2	3	4	5	Total	Current Change	YTD Change	Official 09/09 Enrollment			
										Upchurch	21	21
	22	21	23	17	23	21						
	21	21	22	17								
	21	18										
	18											
Total Students	103	81	68	52	47	42		393	3	3	390	393
Total Teachers	5	4	3	3	2	2		19				19
Classroom Avg	20.6	20.3	22.7	17.3	23.5	21.0		21				21

K	1	2	3	4	5	SpEd	Total	Current Change	YTD Change	Official 09/09 Enrollment		
						Cluster Prgm						
Wheeler	18	22	21	21	27	17	8					
	17	21	24	21	26	23	9					
	17	19	23	21	24	21	11					
	19	20	22	20	26	21						
	18	20	15	22								
Total Students	89	102	105	105	103	82	28	614	1	1	613	586
Total Teachers	5	5	5	5	4	4	3	31				28
Classroom Avg	17.8	20.4	21.0	21.0	25.8	20.5	9.3	20				21

K	1	2	3	4	5	Total	Current Change	YTD Change	Official 09/09 Enrollment			
										Willowdale	20	19
	20	20	23	24	22	24						
	19	20	22	24	22	24						
				22								
Total Students	59	59	68	72	89	72		419	2	2	417	419
Total Teachers	3	3	3	3	4	3		19.0				19
Classroom Avg	19.7	19.7	22.7	24.0	22.3	24.0		22				22

Elementary Totals	K	1	2	3	4	5	M-1	M-2	M-3	M-4	M-5	SpEd	Total	Current Change	YTD Change	Official 09/09 Enrollment	
												Cluster Prgm					
Students	1743	1685	1706	1742	1663	1602	66	63	71	57	50	167	10308	8	8	10300	10141
Teachers	89.0	82.0	81.0	80.0	76.0	72.0	9			6.0		22.0	517				495.0
Classroom Avg	19.6	20.5	21.1	21.8	21.9	22.3						7.6	19.94				20.487

6	7	8	9	10	11	12	SpEd	Total	Current Change	YTD Change	Official 09/09 Enrollment
							Cluster				
Andersen MS	242	260	277				8	779	-4	-4	783
Beadle MS	267	299	293				27	859	-3	-3	862
Central MS	251	261	217				23	729	2	2	727
Kiewit MS	272	308	301				5	881	-3	-3	884
North MS	313	252	239				14	804	0	0	804
Russell MS	286	287	291				9	864	-2	-2	866
MS Alternative	0	11	13					24	1	1	23
Totals	1631	1678	1631				86	4940	-9	-9	4949

North HS				638	597	594	626	29	2455	-3	-3	2458
South HS				483	489	513	499	31	1984	-9	-9	1993
West HS				565	516	517	545	29	2143	-1	-1	2144
Millard Learning Center				0	0	13	68		81	-1	-1	82
Totals				1686	1602	1637	1738	89	6663	-14	-14	6677

Contracted SPED	49	5	5	44
Young Adult Program	54	-1	-1	55
Total District Enrollment	22014	-10	-11	22025

AGENDA SUMMARY SHEET

Agenda Item: Personnel Report 2009-10

Meeting Date: November 2, 2009

Department: Human Resources

Title and Brief Description: Human Resource Personnel Report 2009-2010

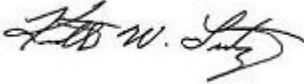
Action Desired: Report Only

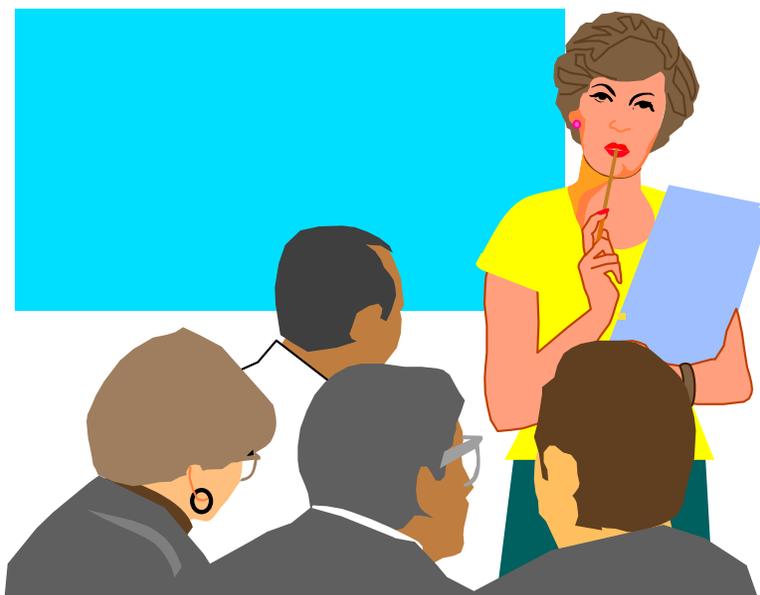
Background: The annual Personnel Report contains information regarding the District's staffing level, classroom enrollment averages, teacher preparation, experience and student teacher internships. Report highlights include:

- 61 Percent of our certificated staff hold an advanced degree.
- Certificated staff members have worked for Millard for an average of 11.0 years and an average of 14.5 total years in education.
- The staff to administrator ratio increased from 29.0 to 1, to 29.4 to 1. This is an all time high indicating that we continue to keep administrative costs down when compared to student and staff growth. In addition, the ratio of teachers to administrators grew (19.2 to 1).
- We hosted 119 student teachers in Millard during the 2008-2009 school year.
- An historical look at personnel distribution and ratios between staff positions is provided along with graphs to illustrate trends since 1976.
- Information regarding retention percentages of teachers hired over the last five years is included. Our first year staff member retention rate for the 2008-2009 school year was 91.9% (New to profession teachers was 89.8%).
- Not included in this report is six additional certificated FTE that have been filled or will be filled by semester using ARRA SFSF monies. These FTE include the following teaching positions: 1 industrial tech (MNMS), 1 family consumer science (MNMS), 1 math teacher (MNHS), 1 strings teacher (TBD), 1 elementary teacher (Harvey Oaks). Also included is an allocation for 1 elementary community counselor, and a .5 middle school community counselor to support the poverty plan and 40 developmental asset work.
- The information provided is a "snapshot" of information that can change from day-to-day and year-to-year. As a result, staff changes reflect the difference in the "snapshot" from September '08 to September '09.

Recommendations: Report Only

Responsible Persons: Mr. Kevin Chick, Dr. Jim Sutfin, Mr. Chad Meisgeier,
Ms. Jeanine Beaudin

Superintendent's Signature: _____  _____



Personnel Report

2009-10

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Personnel Distribution

Full-time Equivalency

Employee Class	Staff F.T.E. 09-10	Staff F.T.E. 08-09	F.T.E. Change
Administrators	88.00	88.00	0.00
Teachers	1693.15	1671.12	22.03
School Nurses	15.00	15.00	0.00
Professional Technical Salaried	51.60	50.60	1.00
Professional Technical Hourly	171.24	169.74	1.50
Educational Paraprofessionals	317.38	309.08	8.30
Custodial/Maintenance	201.09	197.56	3.53
Food Service	139.81	137.22	2.59
Totals	2677.27	2638.32	38.95

Employee Count

Employee Class	Staff Count 09-10	Staff Count 08-09	# Change
Administrators	88	88	0.00
Teachers	1733	1709	24.00
School Nurses	15	15	0.00
Professional Technical Salaried	56	53	3.00
Professional Technical Hourly	185	182	3.00
Educational Paraprofessionals	442	417	25.00
Custodial/Maintenance	208	204	4.00
Food Service	180	169	11.00
Totals	2907	2837	70.00

Date: 9/30/09

Administrator Positions

Class	Title	Filled FTE
A010	SUPERINTENDENT	1.00
A020	ASSOC SUPT GENERAL ADMIN	1.00
A030	ASSOC SUPT EDUC SERV	1.00
A110	EXEC DIR PLANNING & EVAL	1.00
A120	EXEC DIR TECHNOLOGY	1.00
A130	EXEC DIR HUMAN RESOURCES	1.00
A200	DIR EMPLOYEE RELATIONS	1.00
A210	DIR PERSONNEL	1.00
A220	DIR ADMIN AFFAIRS	1.00
A230	DIR COMMUNICATIONS	1.00
A240	DIR PUPIL SERVICES	1.00
A250	DIR STAFF DEVELOPMENT	1.00
A260	DIR ELEM & EARLY CHILD ED	1.00
A270	DIR SECONDARY ED	1.00
A280	DIR SPED	1.00
A300	DIRECTOR OF ACTIVITIES	1.00
A310	COORD OF CAREER & TECH ED	1.00
A320	ADM SPEC PROG& COMPLIANCE	1.00
A330	COORD SPECIAL PROJECTS	1.00
A340	COORD K-5 SPED PROG	1.00
A350	COORD 6-12 SPED PROG	1.00
A354	COORD SPED RELSRV&YNGADLT	1.00
A360	COORD PRE-SCHOOL SPED	1.00
A401	ELEM PRINCIPAL	25.00
A402	MDL SCH PRINCIPAL	6.00
A403	HS PRINCIPAL	3.00
A421	ELEM ASST PRINCIPAL	3.00
A422	MDL SCH ASST PRINCIPAL	12.00
A423	HS ASST PRINCIPAL	12.00
A443	HS ACTIVITY DIRECTOR	3.00
A463	MLC PRINCIPAL	1.00
TOTAL		88.00

Date: 9/30/09

Teacher Positions

Class	Title	Filled FTE
C001	NEW STAFF INDUCTION FACIL	1.00
C011	MONTESSORI PRESCHOOL TCHR	3.00
C051	PRESCHOOL TEACHER	1.00
C081	MONTESSORI PRE/KDG TCHR	3.00
C091	KINDERGARTEN TEACHER	82.00
C101	MONTESSORI 1-3 TEACHER	9.00
C111	GRADE 1 TEACHER	80.00
C121	GRADE 2 TEACHER	79.00
C131	GRADE 3 TEACHER	78.00
C141	GRADE 4 TEACHER	73.00
C151	GRADE 5 TEACHER	70.00
C162	GRADE 6 TEACHER	70.00
C301	CORE TEACHER	12.00
C311	MONTESSORI 4/5 TEACHER	6.00
C312	MONTESSORI TEACHER	3.00
C321	ART TEACHER	2.00
C322	ART TEACHER	9.00
C323	ART TEACHER	13.00
C333	BUSINESS TEACHER	20.16
C352	LANGUAGE ARTS TEACHER	33.90
C353	LANGUAGE ARTS TEACHER	65.00
C362	READING TEACHER	6.00
C363	READING TEACHER	2.00
C381	WORLD LANGUAGE TEACHER	1.00
C382	WORLD LANGUAGE TEACHER	28.85
C383	WORLD LANGUAGE TEACHER	38.30
C412	FAMILY CONSUMER SCI TCHR	8.75
C413	FAMILY CONSUMER SCI TCHR	16.00
C432	INDUSTRIAL TECH TEACHER	9.00
C433	INDUSTRIAL TECH TEACHER	17.66
C452	COMPUTER TEACHER	11.50
C453	COMPUTER TEACHER	1.00
C462	MATH TEACHER	28.00
C463	MATH TEACHER	56.00
C472	SCIENCE TEACHER	29.30
C473	SCIENCE TEACHER	51.50
C492	SOCIAL STUDIES TEACHER	26.30

Date: 9/30/09

Teacher Positions

Class	Title	Filled FTE
C493	SOCIAL STUDIES TEACHER	53.25
C503	ACADEMY LEAD TEACHER	1.50
C513	NEW FRONTIER TEACHER	4.00
C531	VOCAL MUSIC TEACHER	26.10
C532	VOCAL MUSIC TEACHER	8.50
C533	VOCAL MUSIC TEACHER	4.00
C54I	INSTR MUSIC TEACHER	15.50
C55I	ORCHESTRA TEACHER	10.75
C572	HEALTH TEACHER	5.75
C591	PHYSICAL ED TEACHER	26.60
C592	PHYSICAL ED TEACHER	14.50
C593	PHYSICAL ED TEACHER	20.25
C611	ELEM COUNSELOR	12.40
C612	MDL SCH COUNSELOR	18.00
C613	HIGH SCH COUNSELOR	19.50
C620	MEDIA SPECIALIST	1.00
C621	MEDIA SPECIALIST	24.10
C622	MEDIA SPECIALIST	6.00
C623	MEDIA SPECIALIST	7.00
C631	READ TEACHER	23.35
C641	EARLY LIT INT (ELI) TCHR	8.40
C651	GAP	0.30
C652	LEARNING CTR TEACHER	4.50
C653	LEARNING CTR TEACHER	3.00
C66I	ELL TEACHER	11.00
C670	CHAPTER 1 PRESCHOOL TCHR	8.00
C671	CHAPTER 1 TEACHER	7.00
C682	HIGH ABILITY LRNER TCH	4.00
C710	MEP TECH FACILITATOR	4.00
C711	TECHNOLOGY LEADER	1.00
C720	TCHR INDUCTION PROG SPRT	0.54
C721	INSTR FACILITATOR	11.35
C733	INSTRUCTIONAL DEPT HEAD	1.00
C741	MEP FACILITATOR	4.00
C743	MEP FACILITATOR	7.00
C751	CADRE ASSOCIATE	5.00
C770	MEA PRESIDENT	1.00

Date: 9/30/09

Teacher Positions

Class	Title	Filled FTE
C79I	INTERVENTIONIST	4.00
C811	SPED PROGRAM FACILITATOR	3.00
C823	SPED ADAPTIVE PE TEACHER	1.00
C831	SPED RESOURCE TEACHER	42.70
C832	SPED RESOURCE TEACHER	30.49
C833	SPED RESOURCE TEACHER	28.00
C841	MULTI CAT SPED TCHR ELM	11.00
C842	MULTI CAT SPED TCHR MS	4.00
C843	MULTI CAT SPED TCHR HS	3.00
C851	SPED MH TEACHER	7.00
C852	SPED MH TEACHER	3.00
C853	SPED MH TEACHER	10.00
C861	SPED BD TEACHER	4.00
C862	SPED BD TEACHER	4.00
C873	SPED VOC SPEC NEEDS TCHR	2.00
C883	SPED MLC TEACHER	4.00
C891	AUDIOLOGIST	1.00
C90I	SPEECH PATHOLOGIST	58.10
C913	SPED VISION IMPAIRED TCHR	3.00
C922	SPED BEHAVIOR SPECIALIST	3.00
C931	SPED INFANT TEACHER	3.00
C941	SPED PRESCHOOL TEACHER	14.00
C952	SPED HOMEBOUND TCHR MS	1.00
C961	EARLY CHLDHD LITERACY TCH	2.50
C963	YOUNG ADULT TEACHER	1.00
C97I	SCHOOL PSYCHOLOGIST	18.00
TOTAL		1,693.15

Date: 9/30/09

School Nurse Positions

Class	Title	Filled FTE
E100	NURSE DEPT. HEAD	0.30
E20I	SCHOOL NURSE	14.70
TOTAL		15.00

Date: 9/30/09

Professional Technical Salaried Positions

Class	Title	Filled FTE
G110	HUMAN RESOURCE RECRUITER	1.00
G210	RESEARCH ASSOCIATE	2.00
G310	GRANT/VOLUNTEER COORD	1.00
G333	COMMUNITY COUNSELOR	4.50
G342	SCHOOL SOCIAL WORKER	1.50
G343	SCHOOL SOCIAL WORKER	1.60
G351	OCCUPATIONAL/PHYSICAL TPY	5.20
G353	OCCUPATIONAL/PHYSICAL TPY	4.80
G401	SYSTEMS ANALYST	1.00
G421	NETWORK SUPPORT SPEC	4.00
G431	TECHNOLOGY FACILITATOR 1A	6.00
G441	TECHNOLOGY FACILITATOR 2A	2.00
G443	TECHNOLOGY FACILITATOR 2A	1.00
G450	TELECOMMUNICATIONS SPEC	1.00
G460	CADD/GIS ANALYST	1.00
G473	TECHNOLOGY SPECIALIST	3.00
G500	ACCOUNTING MANAGER	1.00
G520	DISTRICT ACCOUNTANT	2.00
G550	DATABASE WAREHOUSE SPEC	1.00
G600	GENERAL MANAGER SSC	1.00
G610	WAREHOUSE MANAGER	1.00
G620	PURCHASING AGENT	1.00
G630	TRANSPORTATION MANAGER	1.00
G640	PROJECT MANAGER	1.00
G810	FOOD SERVICE SUPERVISOR	2.00
TOTAL		51.60

Date: 9/30/09

Professional Technical Hourly Positions

Class	Title	Filled FTE
J010	EX SEC TO SUPERINTENDENT	1.00
J020	ADMIN AFFAIRS SECRETARY	1.00
J030	COMMUNICATIONS SECRETARY	1.00
J040	ACTIVITIES/AD-HR SECRETRY	1.00
J110	HR SPECIALIST CERT STAFF	1.00
J120	HR SPEC CLASSIFIED STAFF	2.00
J130	EMPLOYEE RELATIONS SPEC	1.00
J140	HR SPEC RECORD/CLASS STAF	1.00
J150	RECEPTIONIST	1.50
J160	HR SPEC SUB TEACHERS	1.00
J200	RESEARCH ASSISTANT	1.00
J210	RESEARCH SECRETARY	1.00
J220	STUDENT RECORDS SECRETARY	1.00
J240	SECRETARY DIR PUPIL SERV	1.00
J250	SCHOOL PSYC SECRETARY	1.00
J260	PUPIL SERVICES SECRETARY	2.00
J270	STAFF DEV PROG SECRETARY	0.50
J300	EXEC SEC ASSOC SUPT EDSRV	1.00
J310	SECRETARY TO DIR STAFFDEV	1.00
J320	SECRETARY TO DIR ELED	1.00
J330	TITLE I/ECE SECRETARY	1.00
J340	ED SERV PROG SECRETARY	1.00
J34B	BILINGUAL FAM-SCH LIAISON	2.00
J350	SECRETARY TO DIR SECED	1.00
J360	SECRETARY TO DIR SPED	1.00
J370	SPED SECRETARY I	1.50
J380	SPED PRE-SCH SECRETARY I	1.00
J400	SCTRY-ASST SUPT TECHNOLGY	1.00
J410	TECH HELP DESK SPECIALIST	1.00
J500	EXEC SEC ASSOC SUPT GENAD	1.00
J510	ACCOUNTING SPECIALIST	1.00
J520	PAYROLL SPECIALIST	2.00
J540	ACCTS PAYABLE ASSISTANT	2.00
J560	DUPLICATION CLERK	1.00
J600	SUPPORT SERV SECRETARY II	1.00
J610	MAINTENANCE SECRETARY	2.00
J620	WAREHOUSE/MEDIA SECRETARY	2.00

Date: 9/30/09

Professional Technical Hourly Positions

Class	Title	Filled FTE
J630	CATALOGER 12MO	1.00
J640	MEDIA-SSC 10MO SECRETARY	1.00
J713	HS SECURITY GUARD	12.13
J723	HS OUTSIDE SECURITY GUARD	3.00
J800	FOOD SERV BOOKKEEPER/SEC	1.50
J830	SPED VAN DRIVER	4.31
J840	SPED PRESCHOOL VAN DRIVER	16.65
J850	TRANSPORTATION SECRETARY	1.00
J860	SPED VAN DRIVER/JOB COACH	3.00
J902	SECRETARY 12MO MDL SCH	6.00
J903	SECRETARY 12 MO HIGH SCH	8.00
J913	HS ACCOUNTING CLERK	3.50
J921	ELEM SECRETARY 10 MO	25.00
J922	MDL SCH SECRETARY 10 MO	13.00
J923	HS SECRETARY 10 MO	23.00
J933	HS SWIM SUPERVISOR	0.15
J943	HS ACCOMPANIST	2.00
J982	TAP INTERN	2.50
TOTAL		171.24

Date: 9/30/09

Educational Para-Professional Positions

Class	Title	Filled FTE
K101	PRESCHOOL ED PARA	5.33
K111	PRESCH MONTESSORI ED PARA	7.69
K201	GENERAL ED PARA	84.53
K202	GENERAL ED PARA	19.59
K203	GENERAL ED PARA	11.81
K211	ELI ED PARA	7.55
K221	MONTESSORI ED PARA	0.50
K241	RETEACHING PARA	9.02
K242	RETEACHING PARA	1.00
K243	RETEACHING PARA HS	2.44
K301	PRESCHOOL SPED PARA	16.63
K311	RESOURCE SPED PARA	31.28
K312	RESOURCE SPED PARA	24.94
K313	RESOURCE SPED PARA	12.13
K31S	RESOURCE WITH STIPEND	1.55
K321	MULTI-CAT SPED PARA	11.06
K322	MULTI-CAT SPED PARA	0.81
K341	BD SPED PARA	6.50
K342	BD SPED PARA	8.50
K343	BD SPED PARA	1.63
K351	MH SPED PARA	10.84
K352	MH SPED PARA	11.00
K353	MH SPED PARA	15.38
K361	VI SPED ED PARA	0.81
K373	YOUNG ADULT PARA	8.13
K400	CHAPTER 1 PRESCHOOL PARA	4.88
K401	CHAPTER I ED PARA	1.50
K411	ELL PARA	0.38
TOTAL		317.38

Date: 9/30/09

Custodial / Maintenance Positions

Class	Title	Filled FTE
M010	CUSTODIAN SPEC PROJECTS	1.00
M023	CUSTODIAN I DEPT HEAD HS	4.00
M031	DAY CUSTODIAN II	25.00
M040	CUSTODIAN I	1.00
M042	DAY CUSTODIAN I MS	6.00
M043	DAY CUSTODIAN I HS	8.00
M050	NIGHT CUSTODIAN I	1.00
M051	NIGHT CUSTODIAN I ELEM	25.00
M052	NIGHT CUSTODIAN I MS	18.00
M053	NIGHT CUSTODIAN I HS	22.00
M071	CUSTODIAN 10-MONTH ELEM	11.71
M072	CUSTODIAN 10-MONTH MS	7.00
M073	CUSTODIAN 10-MONTH HS	12.25
M080	PT CUSTODIAN 12-MO	0.50
M090	PT DELIVERY DRIVER	0.63
M110	DELIVERY DRIVER	3.00
M120	WAREHOUSE ASSISTANT	1.00
M130	GENERAL LABORER	4.00
M310	DISTRICT GROUNDS LEADER	7.00
M320	DIST GROUNDS ASSISTANT	5.00
M330	GROUNDS ASST 10-MONTH SSC	3.00
M400	AUTO MECHANIC	1.00
M510	CHIEF ENGINEER	1.00
M520	MECHANICAL TECHNICIAN	5.00
M530	ELECTRICIAN	1.00
M543	SR HI DAY ENGINEER	3.00
M553	SR HI NIGHT ENGINEER	3.00
M560	PREV MAINTENANCE ENGINEER	4.00
M570	PM TECH 1	1.00
M572	MS DAY ENGINEER/CUST III	5.00
M582	CMS DAY ENGINEER/CUST IV	1.00
M592	CUSTODIAN ENGINEER	1.00
M600	CARPENTER	7.00
M700	PAINTER 1	1.00
M701	PAINTER 2	1.00
TOTAL		201.09

Date: 9/30/09

Food Service Positions

Class	Title	Filled FTE
P090	FOOD SERVICE MGR 12MO	1.00
P101	FOOD SERVICE MANAGER	23.36
P102	FOOD SERVICE MANAGER	6.82
P103	FOOD SERVICE MANAGER	3.00
P201	FOOD SERVICE	26.00
P202	FOOD SERVICE	31.80
P203	FOOD SERVICE	36.48
P302	FOOD SERVICE ASST MANAGER	5.47
P303	FOOD SERVICE ASST MANAGER	5.88
TOTAL		139.81

Date: 9/30/09

Staffing Substitutes

Dept	Department Title	Empl No
SUB CUST	SUB CUSTODIAN	41
SUB TCH	SUBSTITUTE TEACHER	407
SUB HRLY	SUBSTITUTES HOURLY	129
TOTAL		577

Elementary Regular Classroom Average

School	Sections	Students	08-09	07-08	06-07	05-06	04-05	03-04	02-03	01-02
Abbott	20	427	21.4	21.8	21.4	22.3	22.0	22.0	21.9	23.0
Ackerman	26	536	20.6	22.1	23.0	22.8	23.7	22.7	23.4	22.7
Aldrich	20	435	21.8	21.3	21.1	19.8	22.2	21.9	21.6	19.7
Black Elk	24	539	22.5	22.6	23.1	22.6	21.4	22.2	21.5	22.3
Bryan	19	379	19.9	19.9	20.4	20.0	19.8	20.7	19.3	18.7
Cather	22	455	20.7	23.1	21.8	21.7	21.7	21.4	21.4	19.6
Cody	15	233	15.5	17.3	16.3	16.4	15.8	16.8	15.8	20.0
Cottonwood	18	353	19.6	20.1	20.6	20.2	22.1	21.0	20.5	20.4
Disney	16	266	16.6	19.2	18.8	18.0	20.9	19.6	18.3	19.3
Ezra Millard	20	383	19.2	20.4	21.1	21.7	22.7	21.4	20.5	21.2
Harvey Oaks	15	294	19.6	21.5	21.2	21.8	21.4	21.1	20.7	19.0
Hitchcock	12	181	15.1	15.9	17.5	17.8	19.2	17.5	18.2	19.3
Holling Heights	20	408	20.4	21.2	21.5	20.9	20.8	20.0	18.3	20.3
Montclair	25	521	20.8	21.2	21.0	23.1	21.8	21.7	21.5	20.5
Morton	20	358	17.9	19.5	20.7	21.4	21.0	20.1	20.9	21.1
Neihardt	27	557	20.6	21.0	21.0	21.8	22.3	21.0	22.5	21.6
Norris	19	356	18.7	19.0	19.1	20.6	19.7	20.4	18.5	20.8
Reagan	29	607	20.9	20.5	-	-	-	-	-	-
Reeder	22	461	21.0	17.9	21.8	20.4	-	-	-	-
Rockwell	18	335	18.6	18.4	19.8	20.1	20.3	19.4	18.6	18.2
Rohwer	25	488	19.5	21.4	22.0	21.1	21.8	22.6	21.2	22.1
Sandoz	16	308	19.3	18.2	19.1	18.9	20.4	21.8	19.3	20.1
Upchurch	19	390	20.5	-	-	-	-	-	-	-
Wheeler	31	613	19.8	20.8	21.7	20.9	21.1	23.5	21.6	19.9
Willowdale	19	417	21.9	22.1	23.4	23.6	22.1	22.1	20.7	21.7
Average	517	10300	19.9	20.5	21.1	21.0	21.3	21.2	20.6	20.6

*Based upon MPS Enrollment Counts 9/18/2009

Secondary Classroom Averages by Subject Area

2008-09

	<u>North</u>	<u>South</u>	<u>West</u>	<u>AMS</u>	<u>BMS</u>	<u>CMS</u>	<u>KMS</u>	<u>NMS</u>	<u>RMS</u>
Grade 6	-	-	-	22.5	24.9	21.1	23.1	21.3	22.2
Art	14.5	21.5	22.5	22.3	13.9	18.3	18.5	17.7	24.0
Family Consumer Science	20.7	24.2	23.5	20.8	15.5	17.6	19.3	19.0	20.0
Industrial Technology	12.9	18.6	16.0	22.0	23.5	20.0	17.0	18.7	15.0
P.E.	22.5	24.0	27.0	31.5	32.2	31.3	28.9	22.7	24.0
Health	-	-	-	20.7	22.9	20.8	23.8	20.1	28.0
Business	20.0	19.3	25.4	NA	NA	NA	NA	NA	NA
Vocal Music	40.1	40.3	53.8	21.5	25.6	22.6	25.6	25.0	23.0
Instr. Music	36.1	40.7	30.3	19.2	28.0	28.8	23.3	36.8	35.0
Reading	8.0	12.4	12.6	18.1	23.7	20.6	18.4	23.6	26.8
Computers	9.4	17.4	15.1	20.1	14.1	18.4	21.5	19.4	24.1
Math	20.6	20.8	23.5	20.7	23.2	21.7	21.6	23.3	23.1
English	20.2	21.7	21.1	21.0	23.5	21.7	23.2	23.2	24.1
Science	14.1	20.6	23.8	22.1	23.6	21.7	24.1	23.8	23.1
Social Studies	23.7	23.5	25.3	23.0	23.7	21.7	25.1	23.8	23.1
World Language	19.8	21.0	21.0	20.1	22.5	19.4	21.8	17.5	20.0
Montessori Mini Magnet	-	-	-	-	-	23.3	-	-	-

Middle Level Average Class Size: 22.4

High School Average Class Size: 22.6

Total Secondary Average Class Size: 22.5

2009-10

	<u>North</u>	<u>South</u>	<u>West</u>	<u>AMS</u>	<u>BMS</u>	<u>CMS</u>	<u>KMS</u>	<u>NMS</u>	<u>RMS</u>
Grade 6	NA	NA	NA	22.7	21.7	22.8	22.7	22.9	24.1
Art	18.4	20.7	24.0	22.0	14.1	17.7	18.1	18.1	16.1
Family Consumer Science	23.9	23.9	23.2	22.3	13.8	17.7	18.1	20.8	19.3
Industrial Technology	13.8	18.1	16.6	22.8	23.9	17.7	20.3	20.9	14.5
P.E.	26.7	22.3	26.3	32.4	24.1	33.8	27.6	22.3	32.2
Health/KnowYrsIf	NA	NA	NA	21.6	23.7	17.7	22.7	21.9	24.2
Business	20.0	20.0	22.5	NA	NA	14.3	NA	NA	NA
Vocal Music	32.7	47.0	49.6	20.1	26.0	60.7	26.1	23.6	32.3
Instr. Music	32.3	44.8	33.8	22.7	25.5	32.3	97.5	36.3	23.3
Reading	8.0	7.1	10.8	22.8	23.1	25.3	19.9	24.0	26.3
Computers	10.6	16.9	17.2	21.3	18.4	17.7	18.0	20.2	24.2
Math	22.6	19.3	23.9	21.4	21.7	23.9	21.0	23.4	23.2
English	22.7	21.5	21.5	20.7	21.7	23.9	23.3	23.5	23.2
Science	21.1	19.1	23.8	24.3	22.0	23.9	23.3	24.0	24.2
Social Studies	25.2	22.6	24.4	23.2	23.0	23.9	22.7	24.0	24.2
World Language	22.0	19.8	20.6	20.5	15.6	21.4	20.4	23.4	24.0
Montessori Mini Magnet	x	x	x	x	x	23.0	x	x	x

Middle Level Average Class Size: 24.0

High School Average Class Size: 22.9

Total Secondary Average Class Size: 23.4

Certificated Staff Educ Work Experience by School

Employee Loc. Building Name	Average Total Years	Average Millard Years
ABBOTT ELEM	16.3	12.7
ACKERMAN ELEM	14.4	11.4
ALDRICH ELEM	13.9	9.8
ANDERSEN MIDDLE SCH	16.5	12.7
BEADLE MIDDLE SCH	13.0	8.5
BLACK ELK ELEM	13.1	10.5
BRYAN ELEM	13.9	10.3
CATHER ELEM	15.8	11.7
CENTRAL MIDDLE SCH	16.9	13.3
CODY ELEM	13.2	10.6
COTTONWOOD ELEM	15.1	11.4
CSMI-TECH/PSYC/MEP	14.7	12.2
DISNEY ELEM	15.2	11.8
DON STROH ADMIN CTR	25.5	15.4
ECHO HILLS	16.0	7.0
EZRA MILLARD ELEM	14.4	10.4
HARVEY OAKS ELEM	14.8	10.3
HITCHCOCK ELEM	14.0	9.3
HOLLING HEIGHTS ELEM	17.4	14.5
KIEWIT MIDDLE SCH	16.8	13.2
MIDSCH ALT PRG CMS-A	19.3	9.3
MILLARD LRN CNTR	10.5	5.5
MONTCLAIR ELEM	16.8	12.4
MORTON ELEM	17.2	12.9
NEIHARDT ELEM	9.8	7.7
NORRIS ELEM	12.8	8.7
NORTH HIGH	15.7	12.1
NORTH MIDDLE SCH	12.5	10.6
OTHER/NONE	9.0	9.0
REAGAN ELEM	7.8	5.9
REEDER ELEM	11.3	9.5
ROCKWELL ELEM	14.2	10.0
ROHWER ELEM	13.7	11.4
RUSSELL MIDDLE SCH	16.7	12.0
SANDOZ ELEM	12.9	10.4
SOUTH HIGH	12.7	9.7
SUPPORT SERVICES CTR	24.6	19.6
UPCHURCH ELEM	11.0	8.0
WEST HIGH	14.6	10.8
WHEELER ELEM	14.3	11.3
WILLOWDALE ELEM	17.3	14.0
YNG ADULT PRG CMS-A	15.8	7.2
	14.5	11.0

Certificated Staff Highest Degree by School

Employee Loc. Building Name	RN	BSN	BA	MA	EDS	DR	Total
ABBOTT ELEM			14	14	1		29
ACKERMAN ELEM	1		21	21			43
ALDRICH ELEM			10	17	1		28
ANDERSEN MIDDLE SCH		1	20	43	2		66
BEADLE MIDDLE SCH	1		32	54		1	88
BLACK ELK ELEM			10	23	1		34
BRYAN ELEM			11	21			32
CATHER ELEM			19	12			31
CENTRAL MIDDLE SCH		1	23	44			68
CODY ELEM			17	18			35
COTTONWOOD ELEM			14	17			31
CSMI-TECH/PSYC/MEP			1	16	16	1	34
DISNEY ELEM			12	21			33
DON STROH ADMIN CTR				9	4	8	21
ECHO HILLS				2			2
EZRA MILLARD ELEM			10	19			29
HARVEY OAKS ELEM			10	15			25
HITCHCOCK ELEM	1		9	15			25
HOLLING HEIGHTS ELEM			18	17			35
KIEWIT MIDDLE SCH	1		28	42	1		72
MIDSCH ALT PRG CMS-A				4			4
MILLARD LRN CNTR			5	4			9
MONTCLAIR ELEM	1		16	27			44
MORTON ELEM			19	11	1		31
NEIHARDT ELEM			19	21			41
NORRIS ELEM			13	18	1		32
NORTH HIGH	1		59	107	1	1	169
NORTH MIDDLE SCH	1		26	38		1	66
OTHER/NONE			1				1
REAGAN ELEM			22	15		1	38
REEDER ELEM			14	22	1		37
ROCKWELL ELEM			11	24	1		36
ROHWER ELEM	1		10	25			36
RUSSELL MIDDLE SCH	1	1	25	41	1		69
SANDOZ ELEM			13	25			38
SOUTH HIGH	1		68	84		2	155
SUPPORT SERVICES CTR				1			1
UPCHURCH ELEM			13	15			28
WEST HIGH			48	102		2	153
WHEELER ELEM			22	24			46
WILLOWDALE ELEM			12	21		1	34
YNG ADULT PRG CMS-A	1			5			6
	11	3	695	1074	32	18	1835

Date: 9/30/09

Certificated Staff Highest Degree Earned by College/University

School	College/University	RN	BSN	BA	MA	EDS	DR	Total
0	OTHER COLL/UNIV		1	31	25			57
AL02	ALABAMA OTHER			1				1
AR02	ARKANSAS OTHER			2	1			3
AR05	UNIV OF ARKANSAS			1	1			2
AZ01	ARIZONA STATE			1				1
AZ02	NORTHERN ARIZONA				5			5
AZ03	UNIV OF ARIZONA				2			2
AZ04	UNIV OF PHOENIX			1	5			6
CA00	CALIF OTHER			2	1			3
CA01	CALIF SCHOOL ARTS			1				1
CA04	CALIF STATE COLL			1	1			2
CA09	SAN FRANCISCO ST				1			1
CA16	UNIV CAL SANT BAR				1			1
CO02	COLORADO OTHER			1	1			2
CO04	COLORADO ST UNIV				1			1
CO05	LORETTA HGTS COLL			2				2
CO07	UNIV OF COLORADO				1			1
CO08	UNIV OF DENVER				1			1
CO09	UNIV NO COLORADO				6	1	1	8
CT01	CONNECTICUT OTHER				1			1
FL02	FLORIDA ST UNIV				1			1
FL04	UNIV OF MIAMA				1			1
FL05	UNIV OF S FLORIDA			1	1			2
GA05	GEORGIA OTHER				1			1
IA01	BRIAR CLIFF COLL			5				5
IA02	BUENA VISTA COLL			5				5
IA03	CENTRAL COLL			1				1
IA05	COE COLLEGE			1				1
IA07	DRAKE COLLEGE				3			3
IA08	GRACELAND COLL			1				1
IA10	IOWA OTHER			3				3
IA11	IOWA STATE UNIV			11	5			16
IA12	IOWA WESLEYAN UNI			1				1
IA15	MARYCREST COLLEGE			1				1
IA16	MORNINGSIDE COLL			1				1
IA18	NORTHWESTERN COLL			2				2
IA21	UNIV OF NO IOWA			6	5			11

Date: 9/30/09

Certificated Staff Highest Degree Earned by College/University

School	College/University	RN	BSN	BA	MA	EDS	DR	Total
IA23	UNIV OF IOWA			2	2			4
IA25	WARTBURG COLL			1				1
IA26	WESTMAR COLL			1				1
IL05	ILLINOIS OTHER				3			3
IL06	ILLINOIS STATE UN				1			1
IL09	NORTHERN ILLINOIS			2	2			4
IL11	SO ILLINOIS UNIV			2				2
IL14	UNIV OF ILLINOIS			1	2			3
IL15	WESTERN ILLINOIS			1	1			2
IL16	ST XAVIER COLLEGE			1				1
IL18	NORTHWESTERN UNIV				1			1
IL19	BELLEVILLE COLL	1						1
IN03	INDIANA STATE UNI			1				1
IN04	INDIANA UNIV			1	1			2
IN06	PURDUE UNIVERSITY			1	1			2
IN07	ST MARY'S			1	1			2
KS01	BETHENY COLL			1				1
KS03	FT HAYS STATE			1	3			4
KS04	KANSAS OTHER				2			2
KS06	KANSAS ST MANHATT			5	2			7
KS14	UNIV OF KANSAS			2	4			6
KS15	WASHBURN UNIV			1				1
KS16	WICHITA STATE			2	1			3
KY00	KENTUCKY OTHER			1	1			2
KY02	UNIV OF KENTUCKY					1		1
MA02	BOSTON UNIV				1			1
MA03	EMERSON COLL				1			1
MA06	LESLEY COLLEGE				4			4
MA16	UNIV OF MASS			1				1
MA17	FRAMINGHAM STATE				1			1
MI00	MICHIGAN OTHER				1			1
MI02	EASTERN MICHIGAN				1			1
MI04	MICHIGAN STATE			1				1
MI05	UNIV OF MICHIGAN				1			1
MI06	WESTERN MICHIGAN				1			1
MN01	CONCORDIA COLL MN			1				1
MN04	MANKATO ST COLL				1			1

Date: 9/30/09

Certificated Staff Highest Degree Earned by College/University

School	College/University	RN	BSN	BA	MA	EDS	DR	Total
MN05	MINNESOTA OTHER			3				3
MN08	UNIV OF MINN				1			1
MN09	BEMIDJI STATE			1				1
MN11	NORMANDALE COMMUN	1						1
MN12	COLL ST.CATHERINE				1			1
MO01	CENTL MISSOURI ST			1	1			2
MO06	MARYVILLE COLL			2				2
MO07	MISSOURI OTHER			3	4	1		8
MO08	N E MISSOURI TCHS				1			1
MO09	N W MISSOURI TCHS			13	8			21
MO11	S W MISSOURI TCHR				1			1
MO13	STEPHENS COLL			1				1
MO15	UNIV MO COLUMBIA				5	1		6
MO16	UNIV MO KANS CTY				1			1
MO17	ST LOUIS UNIV			2	3			5
MO19	WILLIAM JEWELL			1				1
MO20	WILLIAM WOOD COLL				1			1
MS08	UNIV OF MISS				1			1
MT01	UNIV OF MONTANA			1				1
ND00	ND OTHER			4	1			5
ND01	UNIV OF ND			3	1			4
ND03	MARY COLLEGE		1					1
NE01	BELLEVUE COLLEGE			3	2			5
NE02	CHADRON ST			4				4
NE03	COLL OF ST MARY	1		16	6			23
NE04	CONCORDIA			3	2			5
NE05	CREIGHTON UNIV		1	11	19			31
NE06	DANA			9				9
NE07	DOANE			9	113			122
NE09	HASTINGS			6	3			9
NE11	UNIV NE KEARNEY			45	36	1		82
NE12	MIDLAND LUTH			11	1			12
NE13	NEBRASKA OTHER			2	2			4
NE14	NE WESLEYAN			13	2			15
NE15	PERU STATE			19	87			106
NE16	UNIV NE LINCOLN			159	135	3	9	307
NE17	UNIV NE OMAHA			178	463	20	6	667

Date: 9/30/09

Certificated Staff Highest Degree Earned by College/University

School	College/University	RN	BSN	BA	MA	EDS	DR	Total
NE18	WAYNE STATE			23	26	2		51
NE19	UNIV NE MED CTR	2						2
NE20	METHODIST HOSP	2						2
NE21	LINCOLN GEN HOSP	1						1
NE22	CLARKSON COLLEGE	3		1				4
NM01	EASTERN NM UNIV			1				1
NV01	UNIV OF NEVADA				2			2
NY00	NEW YORK OTHER			1				1
NY11	NEW YORK UNIV				1			1
NY12	OSWEGO UNIVERSITY					1		1
NY15	STATE UNIV OF NY				1			1
NY18	STA UNIV-ONEONTA				1			1
OH01	ASHLAND COLLEGE				1			1
OH02	BOWLING GREEN				1			1
OH08	KENT STATE COLL				2			2
OH09	MIAMI UNIVERSITY				1			1
OH14	OHIO STATE				1			1
OH15	OHIO UNIV				1			1
OH18	UNIV CINCINNATI				1			1
OK01	CENTRAL ST COLL				1			1
OK06	OKLAHOMA OTHER				1			1
OK07	OK STATE UNIV			1				1
OK10	UNIV OKLAHOMA			1	1			2
OK11	UNIV OF TULSA			1				1
OR01	E OREGON COLLEGE				1			1
OR06	UNIV OF OREGON						1	1
PA09	PENN STATE				1			1
SD01	AUGUSTANA COLLEGE			3				3
SD03	DAKOTA STATE COLL							1
SD04	DAKOTA WESLEYAN			1				1
SD07	NO ST TECH COL			1				1
SD09	SO DAKOTA OTHER			2				2
SD10	SO DAKOTA ST UNIV			1				1
SD12	UNIV SD SPRNGFLD			1				1
SD13	UNIV SD VERMILLON			9	7	1		17
TN10	UNIV OF TENNESSEE				1			1
TX08	AUSTIN STATE COL				1			1

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Certificated Staff Highest Degree Earned by College/University

School	College/University	RN	BSN	BA	MA	EDS	DR	Total
TX10	TEXAS CHRISTIAN U			1				1
TX11	TEXAS OTHER			1	2			3
TX14	UNIV OF HOUSTON				2			2
TX15	UNIV OF TEXAS				1			1
TX17	TEXAS A&M-COMMERC						1	1
UT01	BRIGHAM YOUNG UN			1				1
UT03	UNIV OF UTAH			1	1			2
UT05	UTAH STATE			1	1			2
VA01	GEORGE MASON UNIV				1			1
WI08	MARQUETTE UNIV			1				1
WI13	UNIV OF WISCONSIN			1				1
WV01	WEST VIRGINA UN			1				1
WY01	UNIV OF WYOMING			2	1			3
Z002	UNIV OF MANITOBA			1				1
		11	3	695	1074	32	18	1835

Certificated Staff Gender by School

Employee Loc. Building Name	Total	F	M
ABBOTT ELEM	29	26	3
ACKERMAN ELEM	43	38	5
ALDRICH ELEM	28	26	2
ANDERSEN MIDDLE SCH	66	45	21
BEADLE MIDDLE SCH	88	70	18
BLACK ELK ELEM	34	31	3
BRYAN ELEM	32	28	4
CATHER ELEM	31	29	2
CENTRAL MIDDLE SCH	68	48	20
CODY ELEM	35	32	3
COTTONWOOD ELEM	31	29	2
CSMI-TECH/PSYC/MEP	34	30	4
DISNEY ELEM	33	30	3
DON STROH ADMIN CTR	21	10	11
ECHO HILLS	2	2	
EZRA MILLARD ELEM	29	27	2
HARVEY OAKS ELEM	25	23	2
HITCHCOCK ELEM	25	22	3
HOLLING HEIGHTS ELEM	35	28	7
KIEWIT MIDDLE SCH	72	49	23
MIDSCH ALT PRG CMS-A	4	4	
MILLARD LRN CNTR	9	4	5
MONTCLAIR ELEM	44	42	2
MORTON ELEM	31	30	1
NEIHARDT ELEM	41	37	4
NORRIS ELEM	32	28	4
NORTH HIGH	169	96	73
NORTH MIDDLE SCH	66	45	21
OTHER/NONE	1	1	
REAGAN ELEM	38	30	8
REEDER ELEM	37	34	3
ROCKWELL ELEM	36	34	2
ROHWER ELEM	36	35	1
RUSSELL MIDDLE SCH	69	53	16
SANDOZ ELEM	38	36	2
SOUTH HIGH	155	103	52
SUPPORT SERVICES CTR	1	1	
UPCHURCH ELEM	28	23	5
WEST HIGH	153	92	61
WHEELER ELEM	46	43	3
WILLOWDALE ELEM	34	34	
YNG ADULT PRG CMS-A	6	6	
	1835	1434	401

All Staff Gender by School

Employee Loc. Building Name	Total	F	M
ABBOTT ELEM	42	36	6
ACKERMAN ELEM	60	50	10
ALDRICH ELEM	39	36	3
ANDERSEN MIDDLE SCH	99	73	26
BEADLE MIDDLE SCH	124	102	22
BLACK ELK ELEM	49	44	5
BRYAN ELEM	45	39	6
CATHER ELEM	45	41	4
CENTRAL MIDDLE SCH	105	78	27
CODY ELEM	62	57	5
COTTONWOOD ELEM	44	40	4
CSMI-TECH/PSYC/MEP	53	38	15
DISNEY ELEM	50	44	6
DON STROH ADMIN CTR	66	50	16
ECHO HILLS	3	3	
EZRA MILLARD ELEM	47	42	5
HARVEY OAKS ELEM	37	34	3
HITCHCOCK ELEM	44	39	5
HOLLING HEIGHTS ELEM	54	44	10
KIEWIT MIDDLE SCH	106	77	29
MIDSCH ALT PRG CMS-A	7	7	
MILLARD LRN CNTR	14	6	8
MONTCLAIR ELEM	76	71	5
MORTON ELEM	43	41	2
NEIHARDT ELEM	61	54	7
NORRIS ELEM	47	41	6
NORTH HIGH	240	147	93
NORTH MIDDLE SCH	97	69	28
OTHER/NONE	5	4	1
REAGAN ELEM	56	47	9
REEDER ELEM	65	60	5
ROCKWELL ELEM	70	64	6
ROHWER ELEM	57	54	3
RUSSELL MIDDLE SCH	100	79	21
SANDOZ ELEM	62	58	4
SOUTH HIGH	233	158	75
SUPPORT SERVICES CTR	64	16	48
TRANSPORTATION CMS-A	34	15	19
UPCHURCH ELEM	42	37	5
WEST HIGH	225	142	83
WHEELER ELEM	66	61	5
WILLOWDALE ELEM	49	47	2
YNG ADULT PRG CMS-A	16	16	
	2903	2261	642

Date: 9/30/09

Certificated Staff Ethnicity by School

Employee Loc. Building Name	Total	A	B	H	W	O
ABBOTT ELEM	29				29	
ACKERMAN ELEM	43				43	
ALDRICH ELEM	28	1			27	
ANDERSEN MIDDLE SCH	66		1		65	
BEADLE MIDDLE SCH	88		1	1	86	
BLACK ELK ELEM	34				33	1
BRYAN ELEM	32				32	
CATHER ELEM	31				31	
CENTRAL MIDDLE SCH	68	1		2	65	
CODY ELEM	35				35	
COTTONWOOD ELEM	31				31	
CSMI-TECH/PSYC/MEP	34			1	33	
DISNEY ELEM	33				33	
DON STROH ADMIN CTR	21		1	1	19	
ECHO HILLS	2				2	
EZRA MILLARD ELEM	29				29	
HARVEY OAKS ELEM	25				25	
HITCHCOCK ELEM	25				25	
HOLLING HEIGHTS ELEM	35				35	
KIEWIT MIDDLE SCH	72			2	70	
MIDSCH ALT PRG CMS-A	4				4	
MILLARD LRN CNTR	9				9	
MONTCLAIR ELEM	44				44	
MORTON ELEM	31				31	
NEIHARDT ELEM	41	1			40	
NORRIS ELEM	32		1		31	
NORTH HIGH	169			1	167	1
NORTH MIDDLE SCH	66			1	65	
OTHER/NONE	1				1	
REAGAN ELEM	38				38	
REEDER ELEM	37				37	
ROCKWELL ELEM	36			1	35	
ROHWER ELEM	36		1	1	33	1
RUSSELL MIDDLE SCH	69	1			68	
SANDOZ ELEM	38			1	37	
SOUTH HIGH	155	1		1	153	
SUPPORT SERVICES CTR	1				1	
UPCHURCH ELEM	28				28	
WEST HIGH	153			3	150	
WHEELER ELEM	46				46	
WILLOWDALE ELEM	34				34	
YNG ADULT PRG CMS-A	6				6	
	1835	5	5	16	1806	3

Certificated Staff Age by School

Employee Loc. Building Name	Average Age
ABBOTT ELEM	44.8
ACKERMAN ELEM	40.1
ALDRICH ELEM	39.5
ANDERSEN MIDDLE SCH	43.0
BEADLE MIDDLE SCH	39.3
BLACK ELK ELEM	37.7
BRYAN ELEM	39.8
CATHER ELEM	46.2
CENTRAL MIDDLE SCH	43.5
CODY ELEM	42.2
COTTONWOOD ELEM	41.4
CSMI-TECH/PSYC/MEP	42.1
DISNEY ELEM	39.5
DON STROH ADMIN CTR	50.7
ECHO HILLS	51.0
EZRA MILLARD ELEM	39.1
HARVEY OAKS ELEM	43.8
HITCHCOCK ELEM	39.2
HOLLING HEIGHTS ELEM	43.0
KIEWIT MIDDLE SCH	42.9
MIDSCH ALT PRG CMS-A	42.5
MILLARD LRN CNTR	37.9
MONTCLAIR ELEM	43.5
MORTON ELEM	41.8
NEIHARDT ELEM	36.6
NORRIS ELEM	39.1
NORTH HIGH	43.2
NORTH MIDDLE SCH	39.8
OTHER/NONE	30.0
REAGAN ELEM	33.0
REEDER ELEM	37.2
ROCKWELL ELEM	41.1
ROHWER ELEM	41.4
RUSSELL MIDDLE SCH	44.0
SANDOZ ELEM	40.1
SOUTH HIGH	39.2
SUPPORT SERVICES CTR	56.0
UPCHURCH ELEM	37.0
WEST HIGH	41.8
WHEELER ELEM	40.0
WILLOWDALE ELEM	45.4
YNG ADULT PRG CMS-A	46.8
	41.2

Date: 9/30/09

All Staff Age >= 50 by School

Employee Loc. Building Name	Average Age	Employee Count
ABBOTT ELEM	55.5	15
ACKERMAN ELEM	55.2	16
ALDRICH ELEM	56.7	16
ANDERSEN MIDDLE SCH	55.3	38
BEADLE MIDDLE SCH	56.3	27
BLACK ELK ELEM	54.4	10
BRYAN ELEM	55.3	15
CATHER ELEM	56.9	22
CENTRAL MIDDLE SCH	55.2	45
CODY ELEM	55.4	21
COTTONWOOD ELEM	54.3	16
CSMI-TECH/PSYC/MEP	56.0	19
DISNEY ELEM	57.2	13
DON STROH ADMIN CTR	57.1	38
ECHO HILLS	54.0	2
EZRA MILLARD ELEM	55.0	16
HARVEY OAKS ELEM	56.2	14
HITCHCOCK ELEM	55.4	13
HOLLING HEIGHTS ELEM	55.3	18
KIEWIT MIDDLE SCH	57.3	47
MIDSCH ALT PRG CMS-A	52.3	3
MILLARD LRN CNTR	55.5	4
MONTCLAIR ELEM	57.2	35
MORTON ELEM	55.6	17
NEIHARDT ELEM	56.1	16
NORRIS ELEM	54.3	12
NORTH HIGH	56.4	96
NORTH MIDDLE SCH	56.4	35
REAGAN ELEM	56.1	9
REEDER ELEM	54.9	13
ROCKWELL ELEM	56.5	23
ROHWER ELEM	56.1	18
RUSSELL MIDDLE SCH	56.3	48
SANDOZ ELEM	53.5	15
SOUTH HIGH	57.1	79
SUPPORT SERVICES CTR	55.9	37
TRANSPORTATION CMS-A	62.5	33
UPCHURCH ELEM	55.4	7
WEST HIGH	56.6	83
WHEELER ELEM	53.8	17
WILLOWDALE ELEM	55.6	23
YNG ADULT PRG CMS-A	56.8	8
	56.3	1052

Potential Retirees in Next Five Years

PerEmpType	Age	Years in Dist	Count Employees
A	62.0	21.0	1
	57.0	30.6	1
		29.0	1
		23.0	1
		22.0	1
		22.0	1
	56.0	28.0	1
		26.0	1
22.0		1	
C	71.0	33.0	1
	67.0	32.0	1
	66.0	33.0	1
		22.0	1
	65.0	42.5	1
		32.0	2
		26.0	1
	64.0	42.0	1
		24.5	1
	63.0	38.0	1
		28.0	1
		23.0	1
		21.0	1
		20.8	1
		20.0	1
	62.0	36.0	1
		27.0	1
		25.5	1
		24.0	1
	61.0	25.0	2
		24.5	1
		23.5	1
		20.0	1
	60.0	35.0	1
		33.0	1
		30.0	1
		29.0	1
		27.0	1
		25.0	2
		24.4	1
		24.0	1
		22.0	3
59.0	38.0	1	
	36.0	1	

Potential Retirees in Next Five Years

PerEmpType	Age	Years in Dist	Count	Employees
C	59.0	34.0	1	
		29.5	1	
		28.0	1	
		27.0	1	
		26.0	2	
		25.0	1	
		24.0	2	
		23.5	1	
		23.0	4	
		22.7	1	
		21.6	1	
		21.0	2	
		20.0	1	
	58.0	35.0	1	
		29.0	1	
		27.7	1	
		27.0	2	
		26.0	1	
		25.0	2	
		24.0	1	
		23.6	1	
		23.5	1	
		22.5	1	
		21.5	1	
		21.1	1	
	21.0	1		
	57.0	36.0	1	
		32.0	2	
		29.0	1	
		28.0	2	
		26.0	3	
		24.0	3	
		23.0	1	
		22.5	1	
		22.0	1	
		20.0	2	
	56.0	33.5	1	
		32.0	1	
		31.0	1	
		30.5	1	
		29.0	1	
		28.6	1	

Potential Retirees in Next Five Years

PerEmpType	Age	Years in Dist	Count	Employees
C	56.0	27.0	1	
		26.0	1	
		25.0	3	
		24.5	1	
		24.0	1	
		23.0	1	
		22.1	1	
		22.0	1	
E	67.0	37.0	1	
	58.0	24.0	1	

Staff Turnover

Staff Terminations September 1, 2008 through August 31, 2009

Reason	Admin	Tchr	Nurse	PTS	PTH	Para	Cust	Fd Srv
Continuing Education		2			1	3	1	
Contract Expired		2			1			
Deceased						1	2	
Employment Outside Education		1			1	9	2	2
Personal / Family Reasons		16		1	1	12	1	1
Personal Health						1		
Job Dissatisfaction		1				2	5	3
Long-term Disability		1						
Miscellaneous Resignation				1		3	2	1
Other Education Job	1	12		2		3		
Performance					1	2	2	
Relocation		19			1	3		
Resigned	1	9				3	1	1
Retired	3	60	1	1	1	1	2	1
Sabbatical Leave								
Unpaid Leave of Absence								
Reduction in Force						1		
Voluntary Early Separation	1							
Total	6	123	1	5	7	44	18	9

<i>Total as a % of 08-09 Staff</i>	6.9%	7.3%	6.7%	10.2%	3.8%	10.9%	9.3%	5.4%
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History

2007-08	4.60%	8.40%	6.70%	8.20%	14.80%	19.00%	9.80%	12.00%
2006-07	10.6%	9.7%	6.8%	17.8%	12.0%	27.7%	10.6%	18.1%
2005-06	4.7%	9.9%	0.0%	4.7%	12.0%	34.2%	11.1%	15.7%
2004-05	11.4%	10.2%	7.1%	20.0%	11.3%	22.1%	11.0%	14.4%
2003-04	8.9%	7.8%	7.1%	0.0%	14.3%	16.1%	10.4%	16.3%
2002-03	4.9%	8.0%	0.0%	5.0%	10.2%	17.9%	7.1%	12.0%
2001-02	8.6%	7.6%	21.4%	7.3%	17.6%	17.7%	9.2%	6.4%

Teacher Retention for the Last 5 Years

Year	04-05		05-06		06-07		07-08		08-09	
Description	Rookies	All Hires								
# of New Hires	67	134	78	177	61	175	80	198	59	173
# leaving end of 04-05	7	10								
# leaving end of 05-06	6	12	8	13						
# leaving end of 06-07	1	7	2	7	2	16				
# leaving end of 07-08	3	3	3	7	5	13	4	16		
# leaving end of 08-09	1	4	3	7	4	6	8	17	6	14
First Year Retention Percent	89.6%	92.5%	89.7%	92.7%	96.7%	90.9%	95.0%	91.9%	89.8%	91.9%
# Still on Contract Current	49	98	62	143	50	140	68	165	53	159
Total Resignations Current	18	36	16	34	11	35	12	33	6	14
Percent Retained Current	73%	73%	79%	81%	82%	80%	85%	83%	90%	92%

One Year Retention Glance (Hired and Resigned in 2008-09)

<u>Description</u>	<u>Number</u>	<u>Percent</u>
Contract Expired	2	1.16%
Relocation	4	2.31%
Family	4	2.31%
Personal Reasons	2	1.16%
Other Education Job	2	1.16%
Total Leaving	<u>14</u>	<u>8.1%</u>

Date: 9/30/09

Applicant Count 8/1/08 --8/1/09

Hire Status	Status definition	Applicant Total
ACTN	Hired	7
ANR	Not Recommended	27
APNA	Not Available	52
APPL	Not Hired	2
APPX	Expired	1
APST	Sub/Applicant	17
FSD	Hired	131
WEA	Not Hired	1069
Total Applicant Count		1306

Date: 9/30/09

Positions applied for 2008-09

Class Cd	Title	ACTN	ANR	APNA	APPL	APST	FSD	WEA
C011	MONTESSORI PRESCHOOL TCHR						1	7
C051	PRESCHOOL TEACHER	1		1			4	36
C091	KINDERGARTEN TEACHER	1	1	2	1	1	14	116
C111	GRADE 1 TEACHER	1	2	6	1	3	22	215
C121	GRADE 2 TEACHER	2	5	7	1	5	30	272
C131	GRADE 3 TEACHER	1	6	6	1	6	26	229
C141	GRADE 4 TEACHER	2	6	7	1	5	28	248
C151	GRADE 5 TEACHER	1	8	8	1	5	26	212
C162	GRADE 6 TEACHER	1	5	5		1	13	108
C301	CORE TEACHER		1				3	20
C302	CORE TEACHER			1				9
C311	MONTESSORI 4/5 TEACHER		1				2	27
C312	MONTESSORI TEACHER			1				3
C321	ART TEACHER	1	1				1	12
C322	ART TEACHER	1	1	1			3	14
C323	ART TEACHER	1	1				1	15
C333	BUSINESS TEACHER	1	1	1			4	39
C352	LANGUAGE ARTS TEACHER	1	2	9		2	10	73
C353	LANGUAGE ARTS TEACHER	1	1	4		1	7	69
C35D	DRAMA/SPEECH TEACHER HS			1			1	4
C35J	JOURNALISM TEACHER HS						1	9
C362	READING TEACHER	1	2	2			3	22
C363	READING TEACHER	1	1				2	10
C382	WORLD LANGUAGE TEACHER							1
C383	WORLD LANGUAGE TEACHER							1
C38F	FRENCH TEACHER MS						2	1
C38G	GERMAN TEACHER MS							3
C38S	SPANISH TEACHER MS		2	6			3	14
C3FH	FRENCH TEACHER HS						1	3
C3GH	GERMAN TEACHER HS							4
C3SH	SPANISH TEACHER HS		2	5		1	3	17
C412	FAMILY CONSUMER SCI TCHR			3			4	4
C413	FAMILY CONSUMER SCI TCHR			3			4	4
C432	INDUSTRIAL TECH TEACHER		1				1	3
C433	INDUSTRIAL TECH TEACHER						1	3
C452	COMPUTER TEACHER		1	1			1	16
C453	COMPUTER TEACHER							5

Date: 9/30/09

Positions applied for 2008-09

Class Cd	Title	ACTN	ANR	APNA	APPL	APST	FSD	WEA
C462	MATH TEACHER		2	4			7	37
C463	MATH TEACHER		1	6			7	25
C472	SCIENCE TEACHER	1		3			6	46
C473	SCIENCE TEACHER	1		4			8	35
C492	SOCIAL STUDIES TEACHER	1		12		3	11	86
C493	SOCIAL STUDIES TEACHER	1	2	8		3	6	105
C513	NEW FRONTIER TEACHER			2				2
C531	VOCAL MUSIC TEACHER		1				4	35
C532	VOCAL MUSIC TEACHER						3	22
C533	VOCAL MUSIC TEACHER						2	23
C541	INSTR MUSIC TEACHER					1	1	19
C551	ORCHESTRA TEACHER					1		
C572	HEALTH TEACHER			3			1	6
C591	PHYSICAL ED TEACHER		1	4		1	3	35
C592	PHYSICAL ED TEACHER		2	2		1	1	21
C593	PHYSICAL ED TEACHER		2	2		1	2	38
C611	ELEM COUNSELOR		2				2	8
C612	MDL SCH COUNSELOR		2				2	6
C613	HIGH SCH COUNSELOR		1				2	6
C621	MEDIA SPECIALIST							13
C622	MEDIA SPECIALIST			2			1	5
C623	MEDIA SPECIALIST			1				1
C631	READ TEACHER		1			1	1	21
C641	EARLY LIT INT (ELI) TCHR		1					13
C662	ESL TEACHER							1
C663	ESL TEACHER							1
C66I	ELL TEACHER		1			1	2	26
C671	CHAPTER 1 TEACHER						3	17
C682	HIGH ABILITY LRNER TCH							3
C710	MEP TECH FACILITATOR							7
C721	INSTR FACILITATOR						1	3
C733	INSTRUCTIONAL DEPT HEAD							1
C79I	INTERVENTIONIST						1	3
C811	SPED PROGRAM FACILITATOR						1	5
C823	SPED ADAPTIVE PE TEACHER						2	3
C831	SPED RESOURCE TEACHER	1	1			1	10	51
C832	SPED RESOURCE TEACHER	1	1	1			10	19

Date: 9/30/09

Positions applied for 2008-09

Class Cd	Title	ACTN	ANR	APNA	APPL	APST	FSD	WEA
C833	SPED RESOURCE TEACHER		1	1			6	19
C841	MULTI CAT SPED TCHR ELM		1	1			6	12
C842	MULTI CAT SPED TCHR MS		1	1			2	3
C843	MULTI CAT SPED TCHR HS		1	1			2	4
C851	SPED MH TEACHER		1				3	8
C852	SPED MH TEACHER		1				1	5
C853	SPED MH TEACHER		1			1	2	3
C861	SPED BD TEACHER		1				3	7
C862	SPED BD TEACHER	1	1				2	2
C863	SPED BD TEACHER		1				1	5
C873	SPED VOC SPEC NEEDS TCHR		1				1	4
C883	SPED MLC TEACHER	1	2				2	7
C891	AUDIOLOGIST							1
C900	SPEECH PATHOLOGIST PRESCH							1
C901	SPEECH PATHOLOGIST	1	1				3	5
C913	SPED VISION IMPAIRED TCHR							1
C931	SPED INFANT TEACHER							2
C941	SPED PRESCHOOL TEACHER						1	5
C953	SPED HOMEBOUND TEACHER						2	2
C971	SCHOOL PSYCHOLOGIST						1	11
E201	SCHOOL NURSE		1	1	1		1	31

Millard Public Schools Recruiting Report

2008-09

Our Human Resources staff attended numerous recruiting events throughout the year. Many of our teaching positions were filled by candidates we met at these events.

August 18, 2008	UNO Student Teacher Panel
October 2, 2008	Millard Public School's Student Teacher Interview Day
October 22, 2008	UNL Fall Interview Day for Educators
October 23, 2008	Nebraska Wesleyan Education Interview Day
January 7, 2009	UNO Student Teacher Symposium
February 6, 2009	Millard Public School's Student Teacher Interview Day
February 11, 2009	Doane College Interview Day
March 3, 2009	Creighton Interview Day
March 6, 2009	Wayne State College Education Interview Day
March 13, 2009	Dana College Interview Day
March 18, 2009	UNO Education Fair
March 19, 2009	Nebraska Wesleyan Education Interview Day
March 28, 2009	University of Northern Iowa Educator's Fair
March 31, 2009	UNK Educator's Employment Fair
April 1, 2009	UNL Interview Day for Educators

**Millard Public Schools
New Staff Facts
2009-10**

Interesting Facts

- *Hired a mother and her daughter
- *Hired two sisters
- *10 UNO CADRE teachers

New Staff Members to Millard

- Administrators -- 3
- Elementary Teachers -- 56
- Counselors (Guidance) -- 3
- Special Education Teachers -- 24
- Middle School and High School Teachers -- 62
- Speech Pathologists -- 4
- Psychologists -- 1

***GPA**

3.57

***Statistics**

- *Range of Experience: 0 years to 34 years. 5 have 30 or more years of experience!
- *Brand New to Teaching: 79
- *Total years of experience: 675 years experience
- *Average Years of Experience per employee: 4.5 years.
- *Master's Degree: 43
- MOST EDUCATED STAFF in State of Nebraska
- *10 Cadres

***States Hired From**

Arkansas, Arizona, California, Colorado, Iowa, Idaho, Illinois, Kansas, Missouri, New Jersey, New Mexico, Ohio, South Dakota, Utah, North Dakota, Wisconsin.

***Some of the Colleges you attended**

Augustana, BYU, Buena Vista, California, Cal State, Clemson, Chadron State, Coe College, College of Saint Mary, Colorado, Colorado State, Creighton, UNO, UNL, Doane, Dana, Hastings, Iowa, Iowa State, Northern Iowa, Midland, Wesleyan, Oklahoma State, Northern Illinois, Northwestern, Peru State, Kansas, Mississippi, North Dakota, Wayne State, Wisconsin, William Jewell, Western Washington,

***You have served in the following roles before coming to Millard:**

- Cheerleading
- Dance Instructor
- Swim teacher
- Volunteer for the Special Olympics.

Mentor
 Confirmation leader
 Sunday school teacher
 CCD Teacher
 Big Sisters
 Camp Counselor
 Vacation Bible School Teacher
 Volleyball Coach
 Track Coach
 Baseball Coach
 Football Coach
 Corn Detassling
 Boys Town
 Choir Director
 Swim Pool Manager
 Respite Child Care
 Boys and Girls Club Volunteer,
 Girl and Boy Scouts
 Nanny
 Head Start
 Para Educator
 Tutor
 Big Brothers/Big Sisters
 Sun Dawgs
 Young life Volunteer
 YMCA
 Boy Scouts

Languages you are fluent In: Spanish, German.

What do you think will (does) provide you the greatest pleasure in teaching?

"As a teacher I hope to make a difference.....in every class with every student. I want to be there for them. I know students come from diverse backgrounds and each have their own story, and I feel that I am accepting of differences and want every student to succeed. When students leave my classroom, I want to know I did everything possible to make them ready for the real world whether that leads to college or the workforce. Having a positive attitude and open communication with my students will allow for more success in the classroom and build a trusting relationship."

"As I teacher I would like to instill a love for learning in the children I teach. Learning is a lifelong passion that should never cease. With today's world constantly growing and changing, our students must be prepared and eager to change with it. I plan to use exciting hands on learning experiences that encourage student's curiosity and lead them to discover the answers they are looking for. Ultimately, I hope that the love of learning that I instill in my students will lead them to a knowledge filled future that is full of hope and success."

Student Teacher Placements 2008-09

MIDDLE SCHOOL

<u>Teaching Area</u>	<u>AMS</u>	<u>CMS</u>	<u>KMS</u>	<u>NMS</u>	<u>RMS</u>	<u>BMS</u>	<u>TOTAL</u>
Grade 6							0
Art							0
Business							0
Counseling							0
English	1		1		3	1	6
Foreign Language					2		2
Health							0
Family Con Science			1		1		2
Industrial Arts							0
Math	1		1	1	1		4
Media				1			1
Music							0
Nurse							0
Physical Education	1	1	1		1		4
Science					1		1
Social Studies			3	1	3	1	8
SPED	2		1				3
TOTAL	5	1	8	3	12	2	31

HIGH SCHOOL

<u>Teaching Area</u>	<u>SOUTH</u>	<u>NORTH</u>	<u>WEST</u>	<u>TOTAL</u>
Art			1	1
Business		1	1	2
Counseling				0
English	4	3		7
ESL				0
Foreign Language	1	1		2
Health				0
Family Con Science		1	1	2
Industrial Arts				0
Math	2	1		3
Media				0
Music		2	1	3
Nurse				0
Physical Education	1		1	2
Science	1	1		2
Social Studies	2	1	3	6
SPED		1	1	2
TOTAL	11	12	9	32

Student Teacher Placements 2008-09 (continued)

<u>ELEMENTARY</u>	<u>Pre-K</u>	<u>K</u>	<u>1-3</u>	<u>4.5</u>	<u>Spec.</u>	<u>Total</u>
Abbott		2	3			5
Aldrich				1	1	2
Ackerman		1		1		2
Black Elk				1		1
Bryan						0
Cather						0
Cody		1	1	1		3
Cottonwood						0
Disney						0
Harvey Oaks			1		1	2
Hitchcock						0
Holling Heights			2	1	1	4
Ezra Millard			1	1	1	3
Montclair		1	2	1	1	5
Morton		1			2	3
Neihardt			1			1
Norris						0
Reagan		1	4			5
Reeder		1	3		3	7
Rockwell		1	3	1	1	6
Rohwer				1	1	2
Sandoz			1		2	3
Upchurch						
Wheeler				1		1
Willowdale			2		1	3
TOTAL	0	9	24	10	15	58
<u>TEACHING AREA</u>	<u>UNO</u>	<u>UNL</u>	<u>UNK</u>	<u>WAYNE</u>	<u>OTHER</u>	<u>TOTAL</u>
Elementary	30	4	5	4	19	62
Secondary	26	10	1	1	12	50
SPED/Counseling	2	1	0	1	3	7
TOTAL	58	15	6	6	34	119

Days Absent by Reason by Employee Group 2008-09

Reason	Admin	Teachers	Nurses	ProfTechS	ProfTechH	EdPara	CustMaint	Food Serv
Personal Illness	137.5	4,656.1	28.5	140.5	710.8	1,095.4	1,127.8	620.1
Family Illness	78.5	2,787.9	26.5	96.0	302.0	658.2	196.4	302.9
Business/Emergency	35.5	1,307.5	17.5	38.5	181.0	257.6	206.2	117.9
Personal	-	578.0	5.0	-	-	-	-	-
Bereavement	15.5	362.0	6.0	-	66.2	87.3	68.1	55.3
Family Medical Lv	106.0	4,038.5	18.0	214.5	-	-	-	-
Total Days	373	13,730	102	490	1,260	2,098	1,599	1,096
Mean Avg Days/Employee	4.24	8.20	6.77	9.49	7.36	6.61	7.95	7.84
% of Scheduled Work	1.9%	4.2%	3.5%	4.3%	3.3%	3.6%	3.5%	4.3%
2007-08	1.7%	4.2%	3.0%	3.6%	3.4%	3.7%	3.8%	4.4%
2006-07	1.3%	4.2%	3.0%	4.7%	3.7%	3.9%	3.7%	3.6%
2005-06	1.9%	4.0%	2.1%	3.8%	3.1%	3.7%	3.7%	3.6%
2004-05	2.0%	4.3%	3.4%	4.6%	3.4%	4.5%	4.0%	4.4%
2003-04	1.8%	4.3%	2.7%	3.7%	3.5%	3.8%	3.9%	4.0%
2002-03	1.3%	4.1%	3.8%	3.6%	5.1%	3.6%	4.1%	4.6%
2001-02	1.4%	3.7%	2.2%	3.5%	3.2%	3.7%	4.0%	4.4%
2000-01	1.7%	3.9%	3.9%	2.8%	3.3%	3.2%	4.1%	3.7%
1999-00	1.6%	3.9%	na	2.5%	2.4%	3.7%	3.5%	3.6%

Scheduled Absences

Vacation	751.5	-	-	299.5	953.4	-	2,256.7	-
Military	-	22.0	-	-	2.1	-	-	-
Union	-	14.0	-	-	-	-	-	-
Jury/Election	2.0	64.0	1.0	1.0	9.3	5.0	5.5	13.5
Professional	302.0	5,966.5	10.0	122.0	14.5	0.9	-	-
Retirement Seminar	3.0	27.0	1.0	1.0	4.0	0.8	2.0	0.7
Misc/Administrative	-	364.5	5.0	-	-	-	15.0	-
Total Scheduled Days	1,058.5	6,458.0	17.0	423.5	983.3	6.8	2,279.2	14.2

Teacher Professional Leave Days

		Avg
2008-09	5,967	3.6
2007-08	6,009	3.7
2006-07	5,701	3.6
2005-06	5,034	3.3
2004-05	5,012	3.4
2003-04	5,036	3.4
2002-03	5,137	3.5
2001-02	5,223	3.6

Personnel Distribution History

School Year	F.T.E.						Total Staff	Total Students	Ratios			
	Adm	Tch	Nur	PT/EP	FS	CM			Stu/ Staff	Stu/ Tea	Staff/ Adm	Tch/ Adm
76-77	39	479	5	111	43	69	746	9,267	12.4	19.3	18.1	12.3
77-78	42	513	5	126	43	69	797	10,200	12.8	19.9	18.0	12.2
78-79	45	585	5	154	56	80	924	11,067	12.0	18.9	19.5	13.0
79-80	49	641	6	167	56	96	1,014	11,748	11.6	18.3	19.9	13.2
80-81	49	666	6	178	63	95	1,057	12,077	11.4	18.1	20.6	13.6
81-82	54	696	6	191	69	107	1,122	12,500	11.1	18.0	20.0	13.0
82-83	54	707	6	178	74	107	1,125	12,821	11.4	18.1	20.0	13.2
83-84	55	746	6	175	71	108	1,161	13,385	11.5	17.9	20.1	13.6
84-85	56	789	6	218	70	108	1,248	13,877	11.1	17.6	21.3	14.1
85-86	60	835	6	218	77	108	1,305	14,292	11.0	17.1	20.7	13.9
86-87	61	870	7	236	76	111	1,361	14,879	10.9	17.1	21.4	14.3
87-88	60	886	7	243	77	110	1,384	15,289	11.0	17.3	22.1	14.8
88-89	64	947	8	248	78	110	1,455	15,722	10.8	16.6	21.7	14.8
89-90	70	980	8	261	81	118	1,518	16,248	10.7	16.6	20.7	14.0
90-91	71	1012	8	276	81	119	1,567	16,728	10.7	16.5	21.1	14.3
91-92	74	1068	9	319	83	123	1,676	17,198	10.3	16.1	21.6	14.4
92-93	77	1115	9	333	83	126	1,742	17,411	10.0	15.6	21.8	14.6
93-94	82	1133	9	351	84	131	1,789	17,594	9.8	15.5	20.9	13.9
94-95	82	1191	10	377	94	139	1,894	17,637	9.3	14.8	22.2	14.6
95-96	82	1229	11	423	110	139	1,994	17,988	9.0	14.6	23.5	15.1
96-97	82	1254	12	441	115	135	2,038	18,380	9.0	14.7	23.9	15.3
97-98	77	1283	12	448	115	128	2,062	18,678	9.1	14.6	25.8	16.7
98-99	79	1317	12	502	117	149	2,176	18,736	8.6	14.2	26.5	16.7
99-00	80	1362	13	511	125	162	2,252	18,698	8.3	13.7	27.2	17.0
00-01	80	1394	13	541	137	162	2,327	18,828	8.1	13.5	28.1	17.4
01-02*	81	1446	13	473	115	166	2,293	18,917	8.2	13.1	27.3	17.9
02-03	81	1455	13	482	115	169	2,315	19,084	8.2	13.1	27.6	18.0
03-04	79	1460	13	485	119	167	2,323	19,497	8.4	13.4	28.4	18.5
04-05	82	1476	13	475	125	173	2,344	19,972	8.5	13.5	27.6	18.0
05-06	85	1529	14	494	127	182	2,432	20,469	8.4	13.4	27.6	18.0
06-07	85	1582	15	507	127	180	2,495	21,120	8.5	13.4	28.4	18.6
07-08	87	1633	15	510	132	188	2,581	22,041	8.6	13.5	28.5	18.8
08-09	88	1671	15	529	137	198	2,638	22,129	8.4	13.2	29.0	19.0
09-10	88	1693	15	539	139	201	2,675	22,593	8.4	13.3	29.4	19.2

Change

	Adm	Tch	Nur	PT/EP	FS	CM	Staff	Students
1976-09	49	1,214	10	429	96	132	1,930	13,326

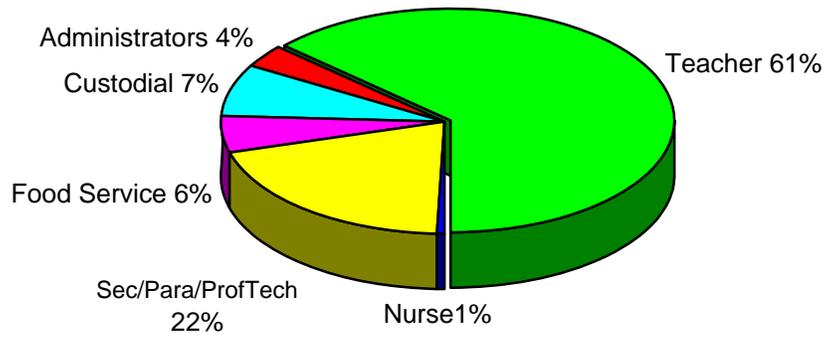
% Change

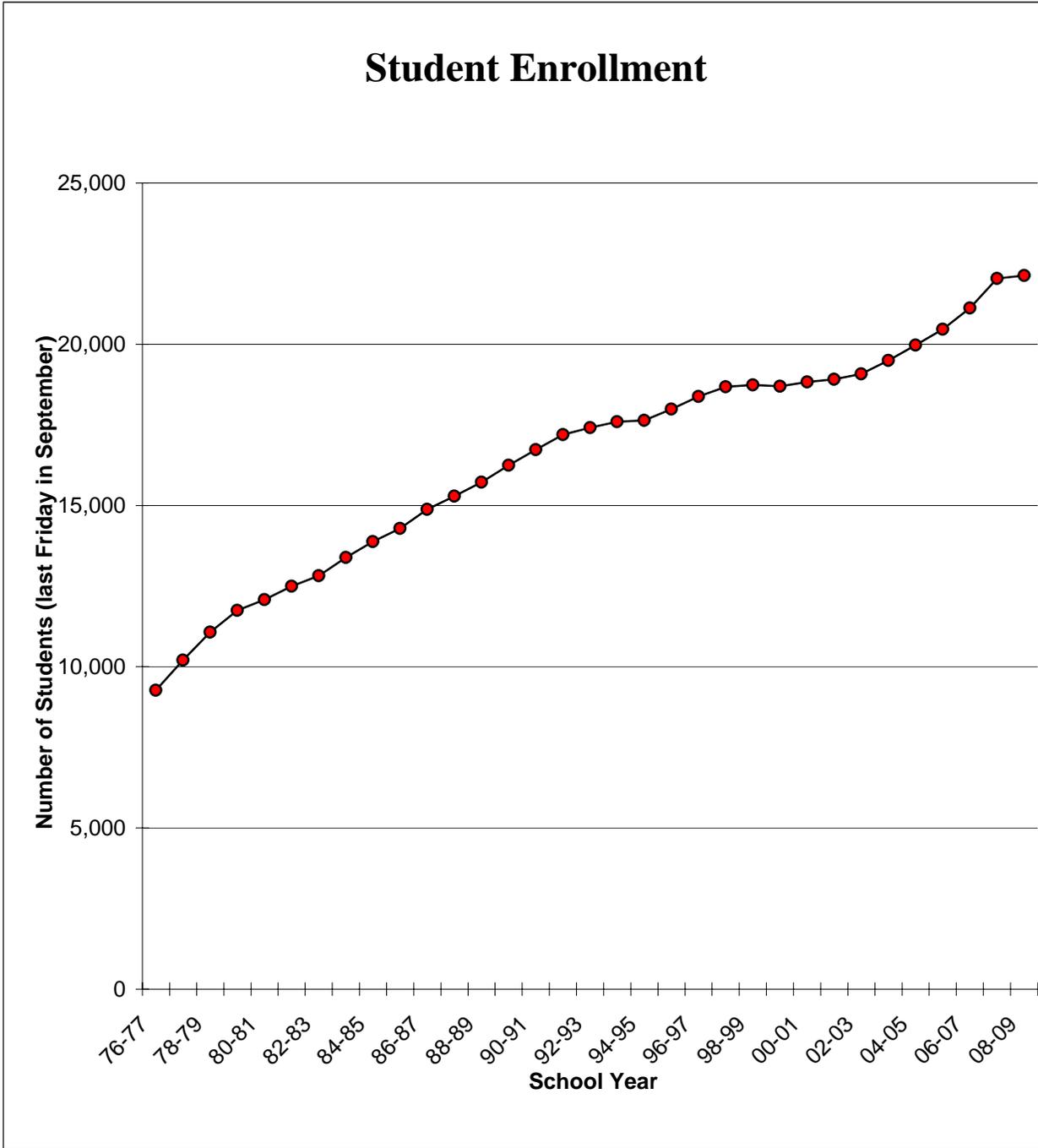
	Adm	Tch	Nur	PT/EP	FS	CM	Staff	Students
1976-08	126%	253%	200%	388%	223%	191%	259%	144%

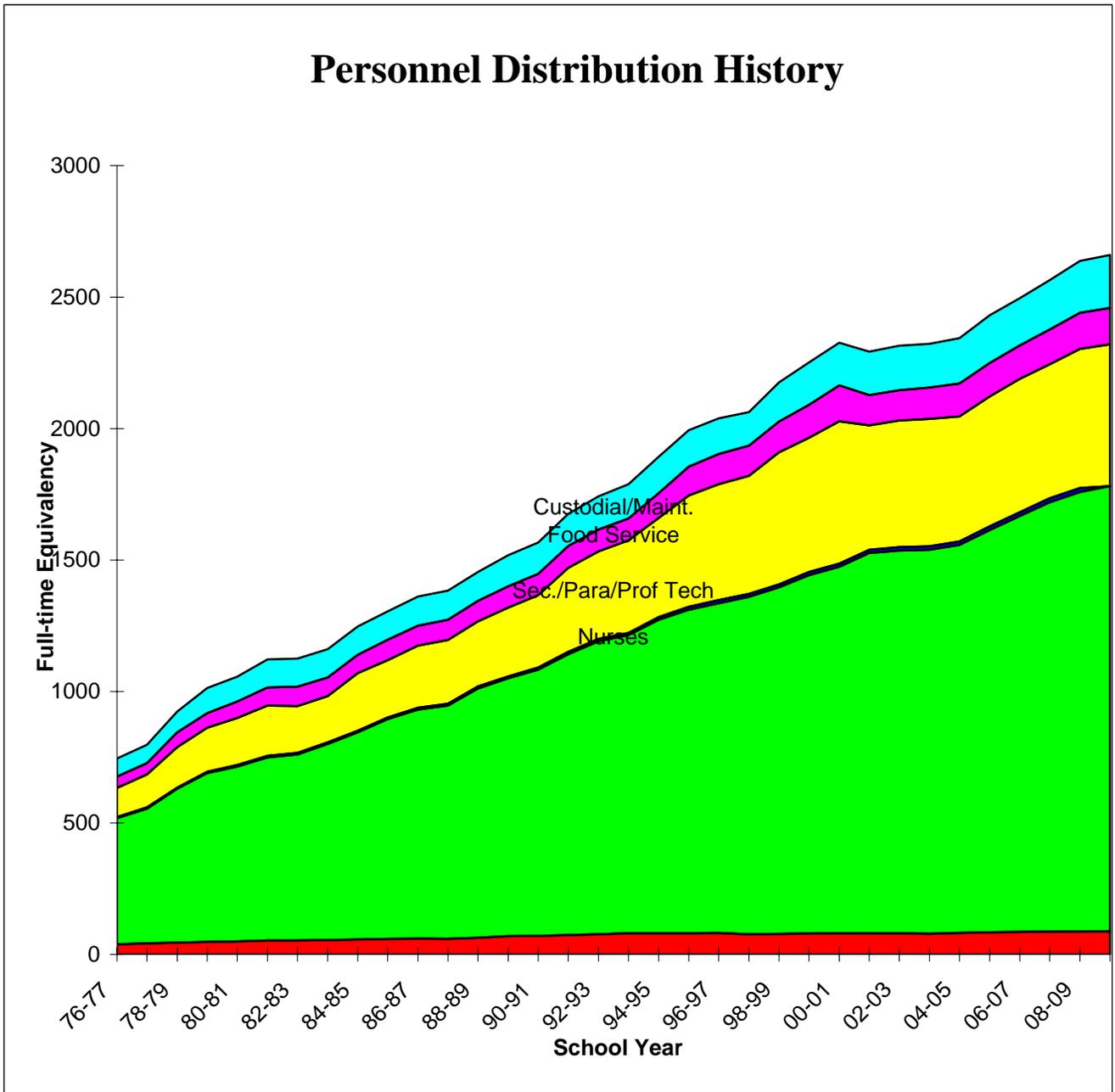
* FTE for paras changed from 5.5 to 8 hours per day = 1 FTE

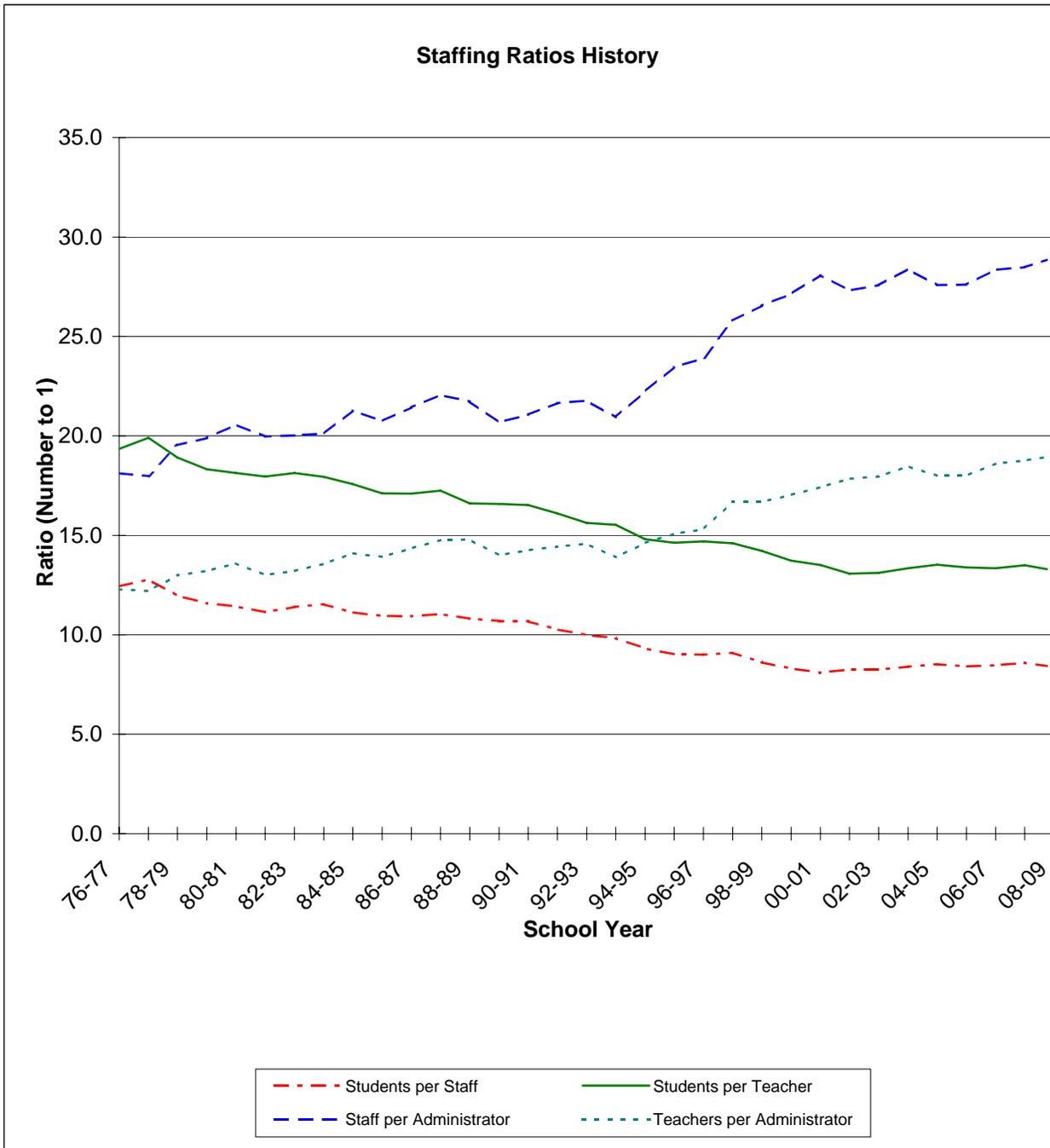
* FTE for food service changed from 6.5 to 8 hours per day = 1 FTE

Personnel Distribution 2009-10





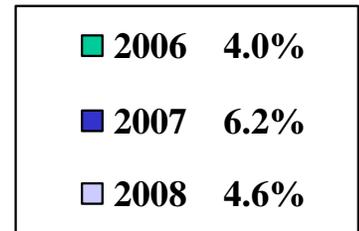
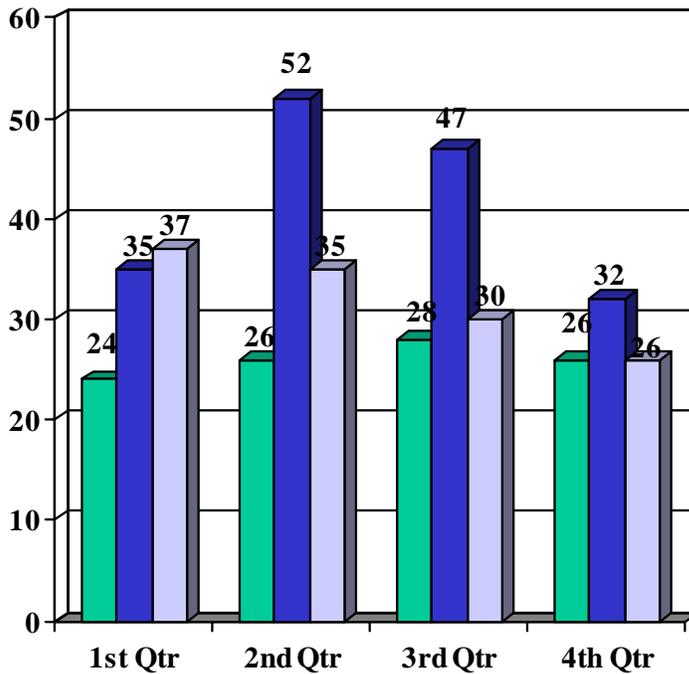




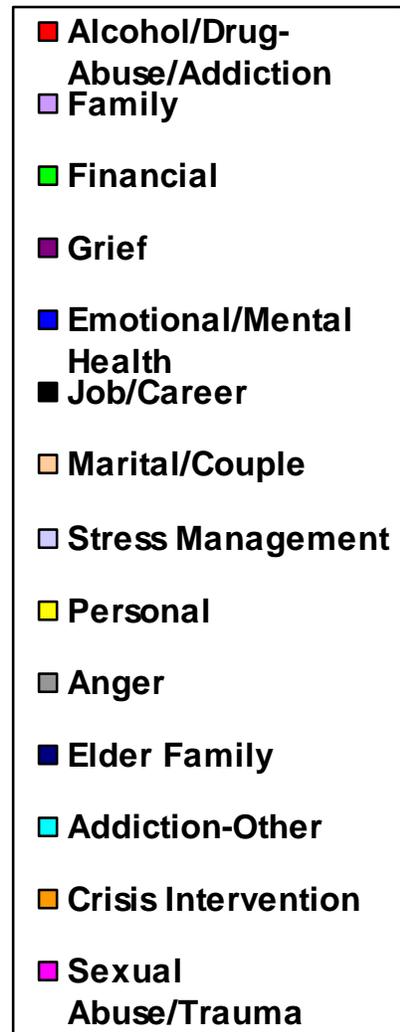
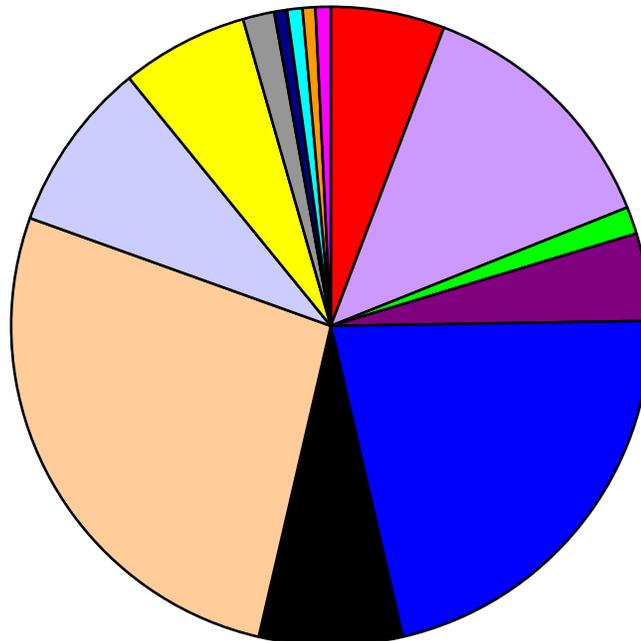
Millard Public Schools

August 1, 2008 – July 31, 2009

Utilization



Type of Issue



AGENDA SUMMARY SHEET

AGENDA ITEM: Foundation Report

MEETING DATE: November 2, 2009

DEPARTMENT: Office of the Superintendent

TITLE AND BRIEF DESCRIPTION:

ACTION DESIRED: Information Only

BACKGROUND: The Millard Public Schools' Foundation was founded in 1984 for the purpose of increasing excellence in education by means of programs and services for students and staff. The main source of revenue for the Foundation is obtained by providing before and after school care for children with the Millard Public Schools.

A Board of Directors made up of 17 members governs the Foundation. One of the members shall be a current Board of Education member appointed by the President of the Board of Education. One member shall be the Superintendent of the Millard Public Schools, two of the remaining fifteen shall be appointed by the Superintendent and the remaining thirteen are selected by the Board of Directors.

Programs and projects sponsored by the Foundation included classroom grants, Hall of Fame Scholarships for graduates, leadership funds including CCM funds, Alumni Services, Kid's Network, and most recently the opening of the preschool

OPTIONS/ALTERNATIVE CONSIDERATIONS: n/a

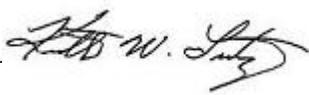
RECOMMENDATIONS: n/a

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION OR REJECTION: n/a

TIME LINE: n/a

PERSONS RESPONSIBLE: Keith Lutz

SUPERINTENDENT'S APPROVAL: _____  _____

**MILLARD SCHOOLS EDUCATION FOUNDATION, INC.
AND SUBSIDIARIES
(A Non-Profit Organization)**

**FOR THE YEARS ENDED
MAY 31, 2009 AND 2008**

ORIZON CPAs LLC
CERTIFIED PUBLIC ACCOUNTANTS
16924 FRANCES STREET, SUITE 210
OMAHA, NEBRASKA 68130



402	330 / 7008 / PHONE
	330 / 6851 / FAX
	www.orizongroup.com

October 13, 2009

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Millard Schools Education Foundation, Inc. and Subsidiaries
 Omaha, Nebraska

We have audited the accompanying consolidated statement of financial position of Millard Schools Education Foundation, Inc. and Subsidiaries (a non-profit organization) (the "Foundation") as of May 31, 2009, and the related consolidated statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Foundation's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Millard Schools Education Foundation, Inc. and Subsidiaries as of May 31, 2009, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The 2008 financial statements were reviewed by us and our report thereon, dated October 21, 2008, stated we were not aware of any material modifications that should be made to those statements for them to be in conformity with generally accepted accounting principles. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements taken as a whole.

As discussed in Note 13 to the financial statements, certain errors resulting in an overstatement of previously reported changes in net assets for the year ended May 31, 2008 was discovered by the entity's management during the current year. Accordingly, the 2008 financial statements have been restated and an adjustment has been made to net assets as of May 31, 2008, to correct the errors.

Our audit was conducted for the purpose of forming an opinion on the basic 2009 consolidated financial statements taken as a whole. The information on pages 16-19 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic 2009 consolidated financial statements, and, in our opinion, the information is fairly stated in all material respects in relation to the basic 2009 consolidated financial statements taken as a whole.

Orizon CPAs LLC
 ORIZON CPAs LLC

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
(A Non-Profit Organization)

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2009 AND 2008

ASSETS

	2009	2008 (unaudited) (restated)
CURRENT ASSETS:		
Cash and cash equivalents	\$ 1,256,771	\$ 816,767
Investments	5,662,790	6,776,770
Accounts receivable	1,512	
Prepaid expenses	16,965	
Total current assets	6,938,038	7,593,537
 PROPERTY, PLANT, AND EQUIPMENT - less accumulated depreciation of \$239,815 for 2009 and \$102,948 for 2008	3,927,644	3,428,500
 OTHER ASSETS - deposits	1,356	1,356
 TOTAL ASSETS	\$ 10,867,038	\$ 11,023,393

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:		
Accounts payable	\$ 69,634	\$ 27,340
Accrued salaries payable	197,782	169,223
Accrued payroll taxes	30,383	24,788
Deferred revenue	134,035	96,400
Sales and use tax payable	40,000	
Current portion of long term debt	86,732	2,545,401
Total current liabilities	558,566	2,863,152
 LONG-TERM DEBT	2,641,173	
 TOTAL LIABILITIES	3,199,739	2,863,152
 NET ASSETS:		
Unrestricted:		
Undesignated	6,948,144	7,329,757
Designated by Board of Directors, net (See Note 12)	27,829	41,322
Total unrestricted	6,975,973	7,371,079
Temporarily restricted	416,839	520,999
Permanently restricted	274,487	268,163
Total net assets	7,667,299	8,160,241
 TOTAL LIABILITIES AND NET ASSETS	\$ 10,867,038	\$ 11,023,393

See Auditor's Report and Notes to Consolidated Financial Statements.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
(A Non-Profit Organization)

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CONSOLIDATED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED MAY 31, 2009 AND 2008

	2009				2008 (unaudited and restated)			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
SUPPORT AND REVENUE:								
Public support:								
Contributions and grants	\$ 64,979	\$ 33,613		\$ 98,592	\$ 41,430	\$ 43,455		\$ 84,885
Scholarships and memorials	6,900	82,872	\$ 6,324	96,096	7,635	226,543	\$ 10,415	244,593
Special events	81,798			81,798	82,899			82,899
Total public support	<u>153,677</u>	<u>116,485</u>	<u>6,324</u>	<u>276,486</u>	<u>131,964</u>	<u>269,998</u>	<u>10,415</u>	<u>412,377</u>
Revenue:								
Child care tuition and fees	6,203,499			6,203,499	5,225,709			5,225,709
Registration	88,226			88,226	68,750			68,750
Alumni memberships	654			654	1,750			1,750
Loss on disposal of assets	(19,175)			(19,175)				
Interest income	22,943			22,943	22,349			22,349
Investment income (loss)	(879,732)	(84,055)		(963,787)	45,449	13,041		58,490
Other income	1,053			1,053				
Total revenue	<u>5,417,468</u>	<u>(84,055)</u>		<u>5,333,413</u>	<u>5,364,007</u>	<u>13,041</u>		<u>5,377,048</u>
Total support and revenue	<u>5,571,145</u>	<u>32,430</u>	<u>6,324</u>	<u>5,609,899</u>	<u>5,495,971</u>	<u>283,039</u>	<u>10,415</u>	<u>5,789,425</u>
RECLASSIFICATIONS:								
Net assets released from restrictions:								
Restrictions satisfied by payments	136,590	(136,590)			265,624	(265,624)		
EXPENSES:								
Program services:								
Child care:								
Salaries and benefits	2,624,797			2,624,797	1,949,963			1,949,963
Payroll taxes	200,470			200,470	142,921			142,921
Supplies and food	466,369			466,369	290,592			290,592
Fees and licenses	3,030			3,030	1,363			1,363
Program management	112,568			112,568	94,271			94,271
Telephone	10,365			10,365	9,380			9,380
Transportation	22,116			22,116	26,275			26,275
Admissions	38,431			38,431	35,327			35,327
Scholarships	141,397			141,397	246,495			246,495
Career compensation program	190,000			190,000	190,000			190,000
Alumni events	20,443			20,443	17,397			17,397
District reimbursement	314,683			314,683	392,635			392,635
Educational support	727,841			727,841	429,058			429,058
Total program services	<u>4,872,510</u>			<u>4,872,510</u>	<u>3,825,677</u>			<u>3,825,677</u>

See Auditor's Report and Notes to Consolidated Financial Statements.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
(A Non-Profit Organization)

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CONSOLIDATED STATEMENTS OF ACTIVITIES, CONTINUED
FOR THE YEARS ENDED MAY 31, 2009 AND 2008

	2009				2008 (unaudited and restated)			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
EXPENSES (CONTINUED):								
Supporting services:								
Management and general:								
Salaries and benefits	\$ 526,511			\$ 526,511	\$ 383,464			\$ 383,464
Professional fees	46,813			46,813	23,978			23,978
Office supplies and expenses	49,079			49,079	42,459			42,459
Rent	6,900			6,900	27,300			27,300
Equipment rental and maintenance	43,611			43,611	7,139			7,139
Promotional and advertising	13,388			13,388	11,500			11,500
Telephone and utilities	33,974			33,974	6,289			6,289
Employee relations	25,993			25,993	15,562			15,562
Employee expenses	4,076			4,076	3,922			3,922
Trust fees	28,072			28,072	30,102			30,102
Depreciation	140,388			140,388	35,196			35,196
Meeting expense	4,454			4,454	4,154			4,154
Dues and publications	1,655			1,655	2,276			2,276
Insurance	40,090			40,090	31,288			31,288
Community relations	10,743			10,743	8,187			8,187
Bank fees	16,627			16,627	14,177			14,177
Interest expense	126,691			126,691				
Sales and use tax	40,000			40,000				
Miscellaneous	5,344			5,344	1,734			1,734
Total management and general	<u>1,164,409</u>			<u>1,164,409</u>	<u>648,727</u>			<u>648,727</u>
Fundraising	7,781			7,781	27,844			27,844
Special events	58,141			58,141	54,778			54,778
Total supporting services	<u>1,230,331</u>			<u>1,230,331</u>	<u>731,349</u>			<u>731,349</u>
Total expenses	<u>6,102,841</u>			<u>6,102,841</u>	<u>4,557,026</u>			<u>4,557,026</u>
INCREASE (DECREASE) IN NET ASSETS	(395,106)	\$ (104,160)	\$ 6,324	(492,942)	1,204,569	\$ 17,415	\$ 10,415	1,232,399
NET ASSETS - beginning of year	<u>7,371,079</u>	<u>520,999</u>	<u>268,163</u>	<u>8,160,241</u>	<u>6,166,510</u>	<u>503,584</u>	<u>257,748</u>	<u>6,927,842</u>
NET ASSETS - end of year	<u>\$ 6,975,973</u>	<u>\$ 416,839</u>	<u>\$ 274,487</u>	<u>\$ 7,667,299</u>	<u>\$ 7,371,079</u>	<u>\$ 520,999</u>	<u>\$ 268,163</u>	<u>\$ 8,160,241</u>

See Auditor's Report and Notes to Consolidated Financial Statements.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES 215
(A Non-Profit Organization)

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2009 AND 2008

	<u>2009</u>	<u>2008</u> (unaudited) (restated)
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from child care tuition and fees	\$ 6,584,611	\$ 5,332,804
Cash received from contributors	284,770	414,127
Cash paid to suppliers and employees	(4,940,381)	(3,636,518)
Cash paid for scholarships, grants and educational support	(1,059,238)	(1,145,553)
Interest and dividends received	219,883	233,133
Interest paid	(126,691)	
Net cash provided by operating activities	<u>962,954</u>	<u>1,197,993</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of investments	1,036,893	1,020,663
Purchase of investments	(1,083,640)	(1,255,782)
Purchase of property, plant, and equipment	(440,446)	(797,036)
Net cash used in investing activities	<u>(487,193)</u>	<u>(1,032,155)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long-term debt	(35,757)	
Net cash used in financing activities	<u>(35,757)</u>	
INCREASE IN CASH	440,004	165,838
CASH AND CASH EQUIVALENTS - beginning of year	<u>816,767</u>	<u>650,929</u>
CASH AND CASH EQUIVALENTS - end of year	<u>\$ 1,256,771</u>	<u>\$ 816,767</u>
RECONCILIATION OF CHANGE IN NET ASSETS		
TO CASH PROVIDED BY OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ (492,942)	\$ 1,232,399
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities		
Depreciation	140,388	35,196
Loss on sale of investments	173,887	29,152
Loss on disposal of property, plant, and equipment	19,175	
Unrealized loss on investments	986,840	123,142
Increase in accounts receivable	(1,512)	
(Increase) decrease in prepaids and other assets	(30,405)	26,610
Increase (decrease) in accounts payable	42,294	(280,517)
Increase in accrued salaries payable	28,559	19,890
Increase in payroll taxes payable	5,595	386
Increase in deferred revenue	51,075	11,735
Increase in sales and use tax payable	40,000	
Total cash provided by operating activities	<u>\$ 962,954</u>	<u>\$ 1,197,993</u>
SUPPLEMENTAL SCHEDULE OF NONCASH TRANSACTIONS		
Acquisition of property, plant, and equipment	\$ (658,707)	\$ (3,342,437)
Financing obtained for acquisition of property, plant, and equipment	218,261	2,545,401
Net cash used related to acquisition of property, plant, and equipment	<u>\$ (440,446)</u>	<u>\$ (797,036)</u>

See Auditor's Report and Notes to Consolidated Financial Statements.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
(A Non-Profit Organization)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. NATURE OF ACTIVITIES

The purpose of Millard Schools Education Foundation, Inc. (the "Foundation") is to promote the welfare of children and youth in school and the community, to raise the standards of school life, and to bring into closer relation the home and the school, so that parents and teachers may cooperate in the training of children.

The Foundation has been providing services, grants and funds to the Millard Public School District (the "District") since 1984. It issues scholarships and operates the Kids' Network Child Care Program in 25 elementary schools in the District. These programs are currently being operated absent of any rental fees.

The Millard Schools Education Foundation, Inc. has been classified by the Internal Revenue Service as an organization other than a private foundation and is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

The Foundation formed two wholly-owned subsidiaries during the fiscal year ending May 31, 2008: MPSF Properties, L.L.C. ("Properties") and Early Childhood Education Center, L.L.C. (the "Center"). Properties was formed to own land and the building constructed for the Foundation's administrative offices and the operations of the Center. The Center was formed to provide high-quality care with developmentally appropriate activities for children 6 weeks to 5 years of age.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation and Basis of Accounting

The consolidated financial statements reflect the financial position and operating results of the Foundation and its wholly-owned subsidiaries. All significant inter-company transactions have been eliminated.

The consolidated financial statements of the Foundation have been prepared on the accrual basis of accounting as required by generally accepted accounting principles in the United States of America.

Financial Statement Presentation

The Foundation has adopted Statement of Financial Accounting Standards ("SFAS") No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117, the Foundation is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

Unrestricted - Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors or may otherwise be limited by contractual agreements with outside parties. As of May 31, 2009 and 2008, the Board had designated \$27,829 and \$41,322, respectively, for scholarships.

Temporarily Restricted - Net assets whose use by the Foundation is subject to donor-imposed stipulations that can be fulfilled by actions of the Foundation pursuant to those stipulations or that expire by the passage of time.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
(A Non-Profit Organization)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Permanently Restricted - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Foundation. Generally, the donors of these assets permit the Foundation to use all or part of the income earned on these assets.

Expenses are generally reported as decreases in unrestricted net assets. Expirations of donor-imposed stipulations that simultaneously increase one category of net assets and decrease another are reported as reclassifications between the applicable categories.

Temporarily restricted net assets for which donor-imposed restrictions are met in subsequent reporting periods are reclassified to unrestricted net assets and reported as net assets released from restrictions. Net assets released from restrictions also include unrestricted, temporarily restricted or permanently restricted net assets where donors have added, changed or removed restrictions on contributions. Net assets, which have no donor stipulated restrictions, as well as contributions for which donors have stipulated restrictions but which are met within the same reporting period, are reported as unrestricted support.

Cash Equivalents

For purposes of the statement of cash flows, the Foundation considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Child Care Tuition, Fees, and Registration

The Foundation and the Center receives child care tuition, fees, and registration revenue for billable services provided through Kids Network and various programs offered by the Center. The revenue related to these services is recognized when earned.

Contributions

Contributions are recognized when the donor makes a promise to give to the Foundation that is, in substance, unconditional. Donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Receivables

The Foundation records receivable balances at net realizable value using the allowance method to record anticipated uncollectible balances. The Foundation believes the amount of accounts receivable is fully collectible, therefore, no allowance for doubtful accounts has been established.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
(A Non-Profit Organization)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Property, Plant, and Equipment

Property, plant, and equipment is recorded at acquisition cost if purchased. Donations of property, plant, and equipment are recorded as support at their estimated fair value at the date of gift. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Foundation reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Foundation reclassifies temporarily restricted net assets to unrestricted net assets at that time. Property, plant, and equipment is depreciated using the straight-line method over the assets estimated useful lives of three to forty years.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Advertising Costs

Advertising costs are expensed as incurred. Advertising expense totaled \$15,588 and \$13,000 for the years ending May 31, 2009 and 2008, respectively.

Fair Value of Financial Instruments

The Foundation's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable, are carried at cost, which approximates fair value due to the short-term maturity of these instruments. Debt is carried at cost, which approximates fair value due to the proximity of the implicit rates of these financial instruments and the prevailing market rates for similar instruments.

Effective January 1, 2008, the Foundation adopted FASB Statement No. 157, Fair Value Measurements ("FAS 157"). FAS 157 established a framework for measuring fair value and expanded disclosures about fair value measurements. The adoption of FAS 157 had no impact on the Foundation's financial position or results of operations.

FAS 157 applies to all assets and liabilities that are measured and reported on fair value basis. This enables the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine fair values.

The statement requires that each asset and liability carried at fair value be classified into one of the following categories:

- Level 1: Quoted market prices in active markets for identical assets or liabilities.
- Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.
- Level 3: Unobservable inputs that are not corroborated by market data.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Fair Value of Financial Instruments, Continued

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement.

The following table presents financial instruments that are measured at fair value on a recurring basis by the SFAS 157 hierarchy as of May 31, 2009:

	<u>Total</u>	<u>Level 1</u>
ASSETS		
Money Market	\$ 243,157	\$ 243,157
Mutual Funds	480,719	480,719
Corporate Stock	2,404,249	2,404,249
Government and Corporate Bonds and Notes	2,748,578	2,748,575
Real Estate Funds	<u>29,304</u>	<u>29,304</u>
TOTAL	<u>\$5,905,947</u>	<u>\$5,905,947</u>

The Foundation did not have any other assets or liabilities that were re-measured on a fair value basis in accordance with Value Measurements.

Compensated Absences

The Foundation has a formal vacation policy allowing for paid time off based on years of service. The policy allows for a maximum of five days of carryover or unused vacation to future periods. Management believes this is an immaterial amount and accordingly, recognizes costs of compensated absences when actually paid to employees, and does not accrue a liability for unused vacation time.

3. CASH AND CASH EQUIVALENTS

At May 31, 2009, the carrying amount of the Foundation's deposits was \$1,256,771. Included in cash and cash equivalents on the financial statements is \$1,013,614 held in checking accounts and \$243,157 held in a money market account and the bank balance was \$2,351,163. The checking accounts are insured through FDIC and at May 31, 2009, the Foundation had balances in these accounts that exceeded the normal FDIC coverage by \$608,005. The money market account is not insured or guaranteed by the FDIC or any other governmental agency.

At May 31, 2008, the carrying amount of the Foundation's deposits was \$816,767. Included in cash and cash equivalents on the financial statements is \$698,126 held in checking accounts and \$118,641 held in a money market account and the bank balance was \$892,752. The checking accounts are insured through FDIC and at May 31, 2008, the Foundation had balances in these accounts that exceeded the normal FDIC coverage by \$447,822. The money market account is not insured or guaranteed by the FDIC or any other governmental agency.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

4. INVESTMENTS

Investments are initially recorded at their acquisition cost when purchased and at fair value when received as a contribution. Investments in equity securities with a readily determined market value and all debt securities are reported at their fair value. Unrealized gains and losses resulting from changes in fair value are reported in the statement of activities and result in increases or decreases to unrestricted net assets unless their use is temporarily or permanently restricted by donors to a specified purpose or future period.

Investments presented in the financial statements are part of a cash management account, which has investments in the following:

	2009			2008		
	Cost	Market	Unrealized Gain/(Loss)	Cost	Market	Unrealized Gain/(Loss)
Bonds and notes	\$ 2,669,884	\$2,748,518	\$ 78,634	\$2,615,930	\$2,639,639	\$ 23,707
Common stock and mutual funds	2,992,959	2,884,968	(107,991)	3,174,051	4,077,524	903,473
Real estate funds	59,943	29,304	(30,639)	59,943	59,607	(336)
TOTAL	\$ 5,772,786	\$5,662,790	\$ (59,996)	\$5,849,924	\$6,776,770	\$ 926,844

The following schedule summarizes the investment income (loss) and its classification on the statement of activities for the years ended May 31:

	2009			2008		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Interest income	\$ 111,406	\$ 13,777	\$125,183	\$ 119,881	\$ 22,299	\$142,180
Dividend income	63,860	7,897	71,757	60,993	7,611	68,604
Net realized losses	(154,750)	(19,137)	(173,887)	(25,918)	(3,234)	(29,152)
Net unrealized losses	(900,248)	(86,592)	(986,840)	(109,507)	(13,635)	(123,142)
Total investment income (loss)	\$(879,732)	\$(84,055)	\$(963,787)	\$ 45,449	\$ 13,041	\$ 58,490

Because investments are subject to volatile market risks, it is reasonably possible that the value of investment securities will change in the near term and that such changes could materially affect the amounts reported in the financial statements.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

5. PROPERTY, PLANT, AND EQUIPMENT

A summary of the property, plant, and equipment follows:

	<u>2009</u>	<u>2008</u>
Land	\$ 506,070	\$ 506,070
Construction in progress		2,766,666
Building	3,106,578	
Furniture and equipment	374,178	79,680
Computers	167,248	156,336
Leasehold improvements	5,686	22,696
Vehicles	7,699	
Less: accumulated depreciation	<u>(239,815)</u>	<u>(102,948)</u>
Total property, plant, and equipment	<u>\$3,927,644</u>	<u>\$3,428,500</u>

The building total includes \$20,439 of capitalized interest, of which \$7,374 was incurred and included in the prior year construction in progress and the remaining \$13,065 was incurred in fiscal year 2009.

6. LONG-TERM DEBT

Note payable to United Republic Bank for construction of the new building. One of the board members of the Foundation is the President of the bank loaning the money and owns a portion of the bank stock. The note, which originally expired on August 11, 2008, was extended to November 14, 2008. The note is collateralized by the construction deed of trust, assignment of rents, commercial security agreement, and UCC financing statement. The note bears a variable interest of 6% at May 31, 2008. This note was replaced by permanent financing during the year ended May 31, 2009.

2009

2008

\$2,545,401

Note payable to United Republic Bank, collateralized by the deed of trust, assignment of rents, commercial security agreement, and UCC financing statement. One of the board members of the Foundation is the President of the bank and owns a portion of the bank stock. The note is payable in monthly principle and interest payments of \$18,236 through December 2028. The note bears interest at 2.5% above the bank's index, with a minimum rate of 6%. The interest rate at May 31, 2009 was 6%. This note represents the permanent financing obtained in place of the construction loan at May 31, 2008.

\$2,517,371

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

6. LONG-TERM DEBT, CONTINUED

	<u>2009</u>	<u>2008</u>
Note payable to United Republic Bank, collateralized by a deed of trust and assignment of rents, payable in 55 monthly principal and interest installments of \$2,419 with the final payment of principal and interest due of approximately \$135,000 on August 2013. The note bears interest of 5.875%.	\$ <u>210,534</u>	<u> </u>
Total long-term debt	\$2,727,905	\$2,545,401
Less current portion	<u>86,732</u>	<u>2,545,401</u>
Long-term debt, less current portion	<u>\$2,641,173</u>	<u>\$ </u>

Aggregate maturities of long-term debt for the years ending after May 31, 2009 are as follows:

<u>Year Ending May 31,</u>	
2010	\$ 86,732
2011	92,058
2012	97,713
2013	103,714
2014	224,388
Thereafter	<u>2,123,300</u>
Total	<u>\$ 2,727,905</u>

7. DEFERRED REVENUE

A summary of deferred revenue follows.

	<u>2009</u>	<u>2008</u>
Deferred income – golf	\$ 42,800	\$ 35,170
Deferred income – registration	78,560	61,230
Deferred income – registration and camps	<u>12,675</u>	<u> </u>
Total deferred revenue	<u>\$134,035</u>	<u>\$ 96,400</u>

8. PENSION PLAN

The Foundation maintains a 403(b), defined contribution pension plan. Employees are eligible to participate in the plan upon completion of six months of service and attaining age twenty. Employees may generally elect to contribute up to \$15,500 of their salary to the plan. The Foundation may make discretionary matching contributions of 50% of the employee's contribution up to 10% of the employee's salary. The Foundation made matching contributions for the years ended May 31, 2009 and 2008, in the amount of \$60,075 and \$37,500, respectively.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

9. COMMITMENTS

The Foundation leased office facilities under a noncancellable operating lease that expired August 31, 2008. Rent expense for the years ended May 31, 2009 and 2008 amounted to \$6,900 and \$27,300, respectively. In August 2008, the Foundation moved their office facilities into the building owned by Properties.

On November 20, 2007, the Foundation entered into an operating lease agreement for a copier/printer expiring November 20, 2011. Rent expense for this equipment was \$3,642 and \$3,199 for the years ended May 31, 2009 and 2008, respectively. The future minimum rental payment on this lease as of May 31, 2009 is as follows:

Year ending May 31, 2010	\$ 3,648
Year ending May 31, 2011	3,649
Year ending May 31, 2012	1,824

10. SPECIAL EVENTS

The following are the results of the Foundation's special events during the years ended May 31, 2009 and 2008:

	2009			2008		
	<u>Gross Proceeds</u>	<u>Expenses</u>	<u>Net</u>	<u>Gross Proceeds</u>	<u>Expenses</u>	<u>Net</u>
Golf Benefit	\$ 62,729	\$ 34,012	\$ 28,717	\$ 60,699	\$ 28,897	\$ 31,802
Hall of Fame Banquet	<u>19,069</u>	<u>24,129</u>	<u>(5,060)</u>	<u>22,200</u>	<u>25,881</u>	<u>(3,681)</u>
TOTAL	<u>\$ 81,798</u>	<u>\$ 58,141</u>	<u>\$ 23,657</u>	<u>\$ 82,899</u>	<u>\$ 54,778</u>	<u>\$ 28,121</u>

11. RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets at May 31, 2009 and 2008 consist of contributions received for scholarships to be awarded in future periods and contributions held for certain schools in the District, which are intended for school improvements.

Permanently restricted net assets at May 31, 2009 and 2008, consist of endowment fund investments to be held in perpetuity, the income from which is expendable for scholarships.

12. ENDOWMENTS

Effective July 1, 2008, the Foundation adopted the provisions of FASB Staff Position FSP 117-1 "Endowments of Not-for-Profit Organizations: Net Asset Classifications of Funds Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for all Endowment Funds". The FSP provides guidance on classifying net assets associated with donor restricted endowment funds held by the organizations that are subject to an enacted version of Uniform Prudent Management of Institutional Funds Act ("UPMIFA"). The State of Nebraska adopted a version of UPMIFA effective September 1, 2007.

The Foundation has received permanent endowment gifts, which total \$274,487 and \$268,163 as of May 31, 2009 and 2008, respectively. The Board of Directors is committed to the preservation of the original gifts donated to the Foundation and, therefore, the original donation is included in permanently restricted net assets.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS, CONTINUED

12. ENDOWMENTS, CONTINUED

As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Foundation has not established a formal policy regarding how they interpret the State Prudent Management of Institutional Funds Act ("SPMIFA").

Endowment Net Asset Composition by Type of Fund as of May 31, 2009:

	<u>Unrestricted</u>	Permanently <u>Restricted</u>	<u>Total</u>
Donor-restricted endowment funds		\$ 274,487	\$ 274,487
Board-designated endowment funds	\$ 27,829	_____	<u>27,829</u>
Total Funds	<u>\$ 27,829</u>	<u>\$ 274,487</u>	<u>\$ 302,316</u>

Endowment Net Asset Composition by Type of Fund as of May 31, 2008:

	<u>Unrestricted</u>	Permanently <u>Restricted</u>	<u>Total</u>
Donor-restricted endowment funds		\$ 268,163	\$ 268,163
Board-designated endowment funds	\$ 41,322	_____	<u>41,322</u>
Total Funds	<u>\$ 41,322</u>	<u>\$ 268,163</u>	<u>\$ 309,485</u>

Changes in Endowment Net Assets for the Fiscal Year Ended May 31, 2009:

	<u>Unrestricted</u>	Permanently <u>Restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ 41,322	\$ 268,163	\$ 309,485
Additional contributions		6,324	6,324
Assets used for operations	(6,072)		(6,072)
Investment return:			
Investment income	2		2
Net gains (losses) - unrealized	<u>(7,423)</u>	_____	<u>(7,423)</u>
Endowment net assets, end of year	<u>\$ 27,829</u>	<u>\$ 274,487</u>	<u>\$ 302,316</u>

Changes in Endowment Net Assets for the Fiscal Year Ended May 31, 2008:

	<u>Unrestricted</u>	Permanently <u>Restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ 47,293	\$ 257,747	\$ 305,040
Additional contributions		10,416	10,416
Assets used for operations	(5,354)		(5,354)
Investment return:			
Investment income	1,240		1,240
Net gains (losses) - unrealized	<u>(1,857)</u>	_____	<u>(1,857)</u>
Endowment net assets, end of year	<u>\$ 41,322</u>	<u>\$ 268,163</u>	<u>\$ 309,485</u>

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
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13. PRIOR PERIOD RESTATEMENT

The financial statements include the impact of a restatement for fiscal year ended May 31, 2008, due to management's determination that an accrual for grants included in accounts payable was overstated by \$280,000 at May 31, 2008. The restatement resulted in a reduction of \$280,000 to accounts payable and educational support expense as of May 31, 2008. The restatement also increased net assets as of May 31, 2008 by \$280,000.

Additionally, it was discovered that the current portion of long-term debt and property, plant, and equipment was understated by \$20,000 at May 31, 2008. Therefore, current portion of long-term debt and property, plant, and equipment has been increased by \$20,000 at May 31, 2008.

14. ACCOUNTING PRONOUNCEMENTS

In December 2008, the FASB issued FASB Interpretation No. ("FIN") 48-3, Effective Date of FASB Interpretation No. 48 for Certain Nonpublic Enterprises, which defers the effective date of Interpretation 48 to annual financial statements for fiscal years beginning after December 15, 2008. FIN 48, Accounting for Uncertainty in Income Taxes, clarifies the accounting for uncertainty in income taxes recognized in an entity's financial statements in accordance with FASB Statement No. 109, Accounting for Income Taxes. This interpretation prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. This interpretation also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure and transition.

The Foundation has elected to defer the implementation of this standard and has not yet determined the implications of this standard on their May 31, 2010 financial statements, but will start evaluating to determine if there are any uncertain tax positions.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
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CONSOLIDATING SCHEDULE OF FINANCIAL POSITION
MAY 31, 2009

ASSETS	Millard Schools Education Foundation, Inc.	MPSF Properties L.L.C.	Early Childhood Education Center, L.L.C.	Eliminations	2009 Totals
CURRENT ASSETS:					
Cash and cash equivalents	\$ 1,075,895	\$ 21,838	\$ 159,038		\$ 1,256,771
Investments	5,662,790				5,662,790
Accounts receivable	1,512				1,512
Investment in subsidiaries	2,000			\$ (2,000)	
Intercompany receivables	1,423,408			(1,423,408)	
Prepaid expenses	30,405			(13,440)	16,965
Total current assets	<u>8,196,010</u>	<u>21,838</u>	<u>159,038</u>	<u>(1,438,848)</u>	<u>6,938,038</u>
PROPERTY, PLANT, AND EQUIPMENT - less accumulated depreciation of \$239,815 for 2009 and \$102,948 for 2008	67,003	3,706,290	154,351		3,927,644
OTHER ASSETS - deposits	1,356				1,356
TOTAL ASSETS	<u>\$ 8,264,369</u>	<u>\$ 3,728,128</u>	<u>\$ 313,389</u>	<u>\$ (1,438,848)</u>	<u>\$ 10,867,038</u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES:					
Accounts payable	\$ 59,863	\$ 3,114	\$ 6,657		\$ 69,634
Accrued salaries payable	167,822		29,960		197,782
Accrued payroll taxes	30,383				30,383
Deferred revenue	121,360	13,440	12,675	\$ (13,440)	134,035
Intercompany payables		1,015,341	408,067	(1,423,408)	
Sales and use tax payable	40,000				40,000
Current portion of long-term debt		86,732			86,732
Total current liabilities	<u>419,428</u>	<u>1,118,627</u>	<u>457,359</u>	<u>(1,436,848)</u>	<u>558,566</u>
LONG TERM DEBT		<u>2,641,173</u>			<u>2,641,173</u>
TOTAL LIABILITIES	<u>419,428</u>	<u>3,759,800</u>	<u>457,359</u>	<u>(1,436,848)</u>	<u>3,199,739</u>
NET ASSETS:					
Unrestricted:					
Undesignated	7,125,786	(31,672)	(143,970)	(2,000)	6,948,144
Designated by Board of Directors	27,829				27,829
Total unrestricted	<u>7,153,615</u>	<u>(31,672)</u>	<u>(143,970)</u>	<u>(2,000)</u>	<u>6,975,973</u>
Temporarily restricted	416,839				416,839
Permanently restricted	274,487				274,487
Total net assets	<u>7,844,941</u>	<u>(31,672)</u>	<u>(143,970)</u>	<u>(2,000)</u>	<u>7,667,299</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 8,264,369</u>	<u>\$ 3,728,128</u>	<u>\$ 313,389</u>	<u>\$ (1,438,848)</u>	<u>\$ 10,867,038</u>

See Auditor's Report and Notes to Consolidated Financial Statements.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
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CONSOLIDATING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2009

	Unrestricted				Total	Total	2009
	Millard Public Schools Education Foundation, Inc.	MPSF Properties, L.L.C.	MPSF Early Childhood Education Center, L.L.C.	Eliminations	Unrestricted	Temporarily Restricted Millard Public Schools Education Foundation, Inc.	
SUPPORT AND REVENUE:							
Public support:							
Contributions and grants	\$ 63,939		\$ 1,040		\$ 64,979	\$ 33,613	\$ 98,592
Scholarships and memorials	6,900				6,900	82,872	96,096
Special events	81,798				81,798		81,798
Total public support	152,637		1,040		153,677	116,485	276,486
Revenue:							
Child care tuition and fees	5,423,157		780,342		6,203,499		6,203,499
Registration	85,096		3,130		88,226		88,226
Alumni memberships	654				654		654
Rent		\$ 249,900		\$ (249,900)			
Loss on disposal of assets	(19,175)				(19,175)		(19,175)
Interest income	22,943				22,943		22,943
Investment income (loss)	(879,732)				(879,732)	(84,055)	(963,787)
Other income			1,053		1,053		1,053
Total revenue	4,632,943	249,900	784,525	(249,900)	5,417,468	(84,055)	5,333,413
Total support and revenue	4,785,580	249,900	785,565	(249,900)	5,571,145	32,430	5,609,899
RECLASSIFICATIONS:							
Net assets released from restrictions:							
Restrictions satisfied by payments	136,590				136,590	(136,590)	
EXPENSES:							
Program services:							
Child care:							
Salaries and benefits	2,017,550		607,247		2,624,797		2,624,797
Payroll taxes	165,207		35,263		200,470		200,470
Supplies and food	399,444		66,925		466,369		466,369
Fees and licenses	2,970		60		3,030		3,030
Program management	102,974		9,594		112,568		112,568
Telephone	9,605		760		10,365		10,365
Transportation	22,116				22,116		22,116
Admissions	38,431				38,431		38,431
Scholarships	141,397				141,397		141,397
Career compensation program	190,000				190,000		190,000
Alumni events	20,443				20,443		20,443
District reimbursement	314,683				314,683		314,683
Educational support	727,841				727,841		727,841
Total program services	4,152,661		719,849		4,872,510		4,872,510

See Auditor's Report and Notes to Consolidated Financial Statements.

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CONSOLIDATING SCHEDULE OF ACTIVITIES, CONTINUED
FOR THE YEAR ENDED MAY 31, 2009

	Unrestricted				Total	Total	2009	
	Millard Public Schools Education Foundation, Inc.	MPSF Properties, L.L.C.	MPSF Early Childhood Education Center, L.L.C.	Eliminations	Total Unrestricted	Temporarily Restricted Millard Public Schools Education Foundation, Inc.		Permanently Restricted Millard Public Schools Education Foundation, Inc.
EXPENSES (CONTINUED):								
Supporting services:								
Management and general:								
Salaries and benefits	\$ 526,511				\$ 526,511			\$ 526,511
Professional fees	40,563	\$ 1,705	\$ 4,545		46,813			46,813
Office supplies and expenses	26,597		22,482		49,079			49,079
Rent	130,700		126,100	\$ (249,900)	6,900			6,900
Equipment rental and maintenance	11,258	32,353			43,611			43,611
Promotional and advertising	7,719		5,669		13,388			13,388
Telephone and utilities	4,602	29,372			33,974			33,974
Employee relations	23,918		2,075		25,993			25,993
Employee expenses	3,613		463		4,076			4,076
Trust fees	28,072				28,072			28,072
Depreciation	34,601	83,377	22,410		140,388			140,388
Meeting expense	4,454				4,454			4,454
Dues and publications	1,645		10		1,655			1,655
Insurance	31,791	8,299			40,090			40,090
Community relations	10,743				10,743			10,743
Bank fees	16,582	10	35		16,627			16,627
Interest expense		126,691			126,691			126,691
Sales and use tax	40,000				40,000			40,000
Miscellaneous	4,579	765			5,344			5,344
Total management and general	947,948	282,572	183,789	(249,900)	1,164,409			1,164,409
Fundraising	7,781				7,781			7,781
Special events	58,141				58,141			58,141
Total supporting services	1,013,870	282,572	183,789	(249,900)	1,230,331			1,230,331
Total expenses	5,166,531	282,572	903,638	(249,900)	6,102,841			6,102,841
INCREASE (DECREASE) IN NET ASSETS	(244,361)	(32,672)	(118,073)		(395,106)	\$ (104,160)	\$ 6,324	(492,942)
NET ASSETS - beginning of year	7,397,976	1,000	(25,897)	(2,000)	7,371,079	520,999	268,163	8,160,241
NET ASSETS - end of year	\$ 7,153,615	\$ (31,672)	\$ (143,970)	\$ (2,000)	\$ 6,975,973	\$ 416,839	\$ 274,487	\$ 7,667,299

See Auditor's Report and Notes to Consolidated Financial Statements.

MILLARD SCHOOLS EDUCATION FOUNDATION, INC. AND SUBSIDIARIES
(A Non-Profit Organization)

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CONSOLIDATING SCHEDULE OF CASH FLOWS
FOR THE YEAR ENDED MAY 31, 2009

	Millard Schools Education Foundation, Inc.	MPSF Properties L.L.C.	Early Childhood Education Center, L.L.C.	Eliminations	2009 Totals
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash received from child care tuition and fees	\$ 5,524,071	\$ 263,340	\$ 797,200		\$ 6,584,611
Cash received from contributors	283,730		1,040		284,770
Cash received from parent company		289,006	323,113	\$ (612,119)	
Cash paid to subsidiaries	(612,119)			612,119	
Cash paid to suppliers and employees	(4,026,380)	(69,390)	(844,611)		(4,940,381)
Cash paid for scholarships, grants, and educational support	(1,059,238)				(1,059,238)
Interest and dividends received	219,883				219,883
Interest paid		(126,691)			(126,691)
Net cash provided by operating activities	<u>329,947</u>	<u>356,265</u>	<u>276,742</u>		<u>962,954</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Proceeds from sale of investments	1,036,893				1,036,893
Purchase of investments	(1,083,640)				(1,083,640)
Purchase of property, plant, and equipment	(24,072)	(298,670)	(117,704)		(440,446)
Net cash used in investing activities	<u>(70,819)</u>	<u>(298,670)</u>	<u>(117,704)</u>		<u>(487,193)</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Repayment of long-term debt		(35,757)			(35,757)
Net cash used in financing activities		<u>(35,757)</u>			<u>(35,757)</u>
INCREASE (DECREASE) IN CASH	259,128	21,838	159,038		440,004
CASH AND CASH EQUIVALENTS - beginning of year	816,767				816,767
CASH AND CASH EQUIVALENTS - end of year	\$ 1,075,895	\$ 21,838	\$ 159,038	\$	\$ 1,256,771
RECONCILIATION OF CHANGE IN NET ASSETS TO CASH PROVIDED BY OPERATING ACTIVITIES					
Increase (decrease) in net assets	\$ (342,197)	\$ (32,672)	\$ (118,073)		\$ (492,942)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities					
Depreciation	34,601	83,377	22,410		140,388
Loss on sale of investments	173,887				173,887
Loss on disposal of property, plant, and equipment	19,175				19,175
Unrealized loss on investments	986,840				986,840
Increase in accounts receivable	(1,512)				(1,512)
Increase in intercompany receivables	(612,119)			\$ 612,119	
Increase in prepaids and other assets	(30,405)				(30,405)
Increase in accounts payable	32,523	3,114	6,657		42,294
Increase (decrease) in accrued salaries payable	(1,401)		29,960		28,559
Increase in payroll taxes payable	5,595				5,595
Increase in intercompany payables		289,006	323,113	(612,119)	
Increase in deferred revenue	24,960	13,440	12,675		51,075
Increase in sales and use tax payable	40,000				40,000
Total cash provided by operating activities	<u>\$ 329,947</u>	<u>\$ 356,265</u>	<u>\$ 276,742</u>	<u>\$</u>	<u>\$ 962,954</u>
SUPPLEMENTAL SCHEDULE OF NONCASH TRANSACTIONS					
Acquisition of property, plant, and equipment	\$ (24,072)	\$ (516,931)	\$ (117,704)	\$	\$ (658,707)
Financing obtained for acquisition of property, plant, and equipment		218,261			218,261
Net cash used related to acquisition of property, plant, and equipment	<u>\$ (24,072)</u>	<u>\$ (298,670)</u>	<u>\$ (117,704)</u>	<u>\$</u>	<u>\$ (440,446)</u>

See Auditor's Report and Notes to Consolidated Financial Statements.

**BYLAWS OF
MILLARD SCHOOLS EDUCATION FOUNDATION, INC.**

ARTICLE I

The name of the corporation shall be: Millard Schools Education Foundation, Inc., sometimes referred to in these Bylaws as the Foundation.

ARTICLE II

Purposes

1. The purposes for which this Foundation is formed are those set forth in its Certificate of Incorporation, as from time to time amended; namely, to promote the welfare of children and youth in school and community; to raise the standards of school life; and to bring into closer relation the home and the school, that parents and teachers may cooperate in the training of children.

The Foundation is not formed for pecuniary or financial gain, and no part of the assets, income or profit of the Foundation is distributable to, or inures to the benefit of its directors or officers except to the extent permitted under the Nonprofit Corporation Act of the State of Nebraska. No part of the activities of the Foundation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Foundation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

2. The purpose of the Foundation is to provide financial support for the propagation of educational, vocational, and athletic development and education of students.

ARTICLE III

Basic Policies

The following are basic policies of the Foundation:

1. The Foundation shall be noncommercial, nonsectarian, and nonpartisan.
2. The name of the Foundation or the names of any members in their official capacities shall not be used in any connection with a commercial concern or with any partisan interest or for any purpose not appropriately related to promotion of the objectives of the Foundation.
3. The Foundation shall cooperate with the schools to support the improvement of education in ways which will not interfere with administration of the schools and shall not seek to control their policies.
4. The Foundation may cooperate with other organizations and agencies concerned with student welfare but persons representing the Foundation in such matters shall make no commitments that bind the Foundation.

ARTICLE IV
Board of Directors

1. Composition

(a) The Board of Directors shall consist of seventeen members. One member shall be a current Board of Education member appointed by the President of the Board of Education. One member shall be the Superintendent of the Millard School District. One member shall be the Director of Communications of the Millard School District. The other fourteen members shall be residents of the Millard School District or have a sincere interest in the welfare of the Millard School District and its community. Only two of those fourteen members shall be employed by the Millard Public Schools and shall be appointed by the Superintendent. The members of the Board of Directors shall serve until the election and qualification of their successors.

2. The Duties of the Board of Directors shall be:

- (a) To transact necessary business of the Foundation;
- (b) To create standing committees;
- (c) To approve the plans of work of the standing committees;
- (d) To appoint an auditor or an auditing committee;
- (e) To approve a budget for the fiscal year.

3. Term of Office

(a) The term of office for Directors shall be two (2) years unless otherwise elected for a shorter term. There shall be no election in the first year.

(b) Members of the Board of Directors shall elect the directors for the succeeding years at the annual meeting of the Foundation.

(c) Each Director shall hold office commencing on the day of his or her election until the conclusion of the annual meeting which coincides with the expiration of his or her term, or until his or her earlier resignation, death or removal from office. A Director may be elected to succeed himself or herself. Only the designee of the President of the Board of Education and the Superintendent of Schools may serve more than three (3) consecutive terms.

4. Resignation, Removal and Vacancies

A director may resign at any time by instrument in writing to that effect filed with the Secretary.

Whenever any vacancies shall occur among the Directors, the remaining Directors shall constitute the Directors of the Foundation until such vacancy is filled or until the number of Directors is changed. The remaining Directors shall, by a vote of a majority of their number, fill any vacancy for the unexpired term.

5. Voting, Quorum and Adjournments

A majority of the total number of Directors shall constitute a quorum at any duly called meeting. Any meeting called by a majority of the Directors may adjourn from time

to time and place to place within or without the State of Nebraska, provided that notice of adjournment is given to any Directors who may not have been present at the time of the vote for the adjournment. All business and acts of the Directors shall be determined by the affirmative vote of a majority of the Directors present.

6. Annual Meeting

The annual meeting of the Board of Directors shall be held in April of each year at the Millard Education Foundation office at 7:00 p.m. OR at such other time and at such place after written notice has been given to all Directors, as may be fixed by the Board of Directors, or if it falls to do so, by the President. The annual meeting shall be held for the purpose of electing Directors and officers and transacting any other business.

7. Regular Meetings

Regular meetings of the Directors shall be held at least quarterly at such time and place as is determined by the President and set forth in the Notice of Meeting.

8. Special Meetings

Special meetings of the Directors may be held at any time within or without the State of Nebraska upon call by the President or by any two (2) Directors. Notice of each such meeting shall be given to each Director in writing or in person not less than forty-eight (48) hours prior to such meeting. Unless otherwise specified in the notice thereof, the business to be transacted at any special meeting shall be limited to that set forth in the Notice of Meeting.

9. Notice and Waivers of Notice

Except as otherwise provided in these Bylaws, notice of each annual or regular meeting of Directors shall be given to each Director in writing or in person not less than five (5) nor more than thirty (30) days prior to such meeting.

Notice of special meetings shall be governed by Section 8 of these Bylaws.

Any Director may waive notice of any meeting and by attending any meeting without protesting the lack of proper notice, shall be deemed to have waived notice thereof.

10. Electronic Voting

Any action which shall or may, be taken at any annual or special meeting of the board of directors may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by not less than the minimum number of members of the board of directors that would be necessary to authorize or take such action at a meeting. A facsimile, e-mail or other electronic transmission consenting to an action to be taken and transmitted by a member of the board of directors to the corporation shall be deemed to be written, signed and dated for the purposes of this section, provided that any such facsimile, e-mail or other electronic transmission sets forth or is delivered with information from which the corporation can determine that the facsimile, e-mail or other electronic transmission was transmitted by the member of the board of directors and the date on which such member of the board of directors transmitted such Facsimile, e-mail or electronic transmission. The date on which such facsimile, e-mail or electronic transmission is transmitted shall be deemed to

be the date on which such consent was signed. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those members of the board of directors who have not consented in writing." Ratification of any actions taken in this manner will be done by a simple vote at the next regular board meeting, accomplished similarly to approval of the minutes.

11. Compensation

The Directors shall not receive salaries, fees or compensation for their service as Directors or for their attendance at any meeting or committee meeting of Directors.

12. Duality of Interest

A Director having a conflict of interest or conflict of responsibility on any matter involving the Foundation or any other business entity or person shall refrain from voting on such matter.

No Director shall use his or her position as a Director of the Foundation for his or her own direct or indirect financial gain.

ARTICLE V

Committees

The Directors may create such committees, including an Executive Committee, and appoint such persons and assign such duties and powers to them to facilitate the administration of the Foundation.

ARTICLE VI

Officers and Their Election

1. Officers

(a) The officers of the Foundation shall consist of a President, a President-Elect, a Secretary and a Treasurer.

(b) Officers shall be elected by the Directors at the annual meeting.

(c) Officers shall assume their official duties following the close of the annual meeting in April.

(d) The President shall serve for a term of one (1) year, to be succeeded by the President-Elect.

(e) The President-Elect shall serve as President-Elect for one year, and upon the end of his or her term, shall assume the title and duties of President.

(f) The Secretary and Treasurer shall each serve for one (1) year. The Secretary and Treasurer shall not be eligible to serve more than two consecutive terms in the same office.

2. Election

(a) There shall be a nominating committee composed of three (3) members selected by the Board of Directors from its body.

(b) The nominating committee shall nominate one eligible person for each office to be filled, and report its nominees at the regular meeting in January.

(c) Other persons may be nominated by members of the Board of Directors.

(d) Only those persons who have signified their consent to serve if elected shall be nominated for or elected to such office.

3. Vacancy

A vacancy occurring in any office shall be filled for the unexpired term by a person elected by a majority vote of the Board of Directors, notice of such election having been given. In case a vacancy occurs in the office of President, the President-Elect shall serve notice of the election.

ARTICLE VII

Duties of Officers

1. The President shall preside at all meetings of the Board of Directors at which he may be present; shall perform such other duties as may be prescribed by these Bylaws or assigned to him by the Board of Directors and shall coordinate the work of the officers and the committees of the Foundation in order that the purposes may be promoted.

2. The President-Elect shall act as an aide to the President and shall perform the duties of the President in the absence or disability of that officer to act.

3. The Secretary shall record the minutes of all meetings of the Board of Directors and shall perform such other duties as may be delegated to him.

4. The Treasurer shall have custody of all of the funds of the Foundation; shall keep a full and accurate account of the receipts and expenditures; and shall make disbursements in accordance with the approved budget as authorized by the Board of Directors, or a special committee. The Treasurer shall present a financial statement when requested by the Board of Directors and shall make a full report at the annual meeting. The Treasurer shall be responsible for the maintenance of such books of account and records as conform to the requirement of the Bylaws.

The Treasurers accounts shall be examined annually by an auditor or an auditing committee of not less than three (3) members, who, satisfied that the Treasurer's annual report is correct, shall sign a statement of that fact at the end of the report.

5. All officers shall:

(a) Perform the duties prescribed in the parliamentary authority in addition to those outlined by these Bylaws and those assigned from time to time.

(b) Deliver to their successors all official material not later than ten (10) days following the election of their successors.

6. Compensation

The Directors are authorized to determine or provide the method for the compensation reimbursement of expense of all officers. No Director shall receive compensation for serving as a Director, provided, however, reimbursement for reasonable expenses may be paid if it does not endanger the tax exempt status of the Foundation.

ARTICLE VIII

Indemnity and Reimbursement

1. Persons Covered.

Any person made a party to or threatened with any action, suit or proceedings (civil or criminal), by reason of the fact that he or she is or was a director, officer or employee of this corporation or is or has been serving at the request of the corporation as a director, officer or employee of another corporation shall be indemnified by this corporation against reasonable expenses including attorneys' and accountants' fees and court costs actually and reasonably incurred in connection with the defense of such instituted or threatened action, suit or proceeding, or in connection with any appeal therein, if such person conducted himself or herself in good faith, and reasonably believed: (i) in the case of conduct in his or her official capacity with the corporation, that his or her conduct was in its best interests; (ii) in all other cases, that his or her conduct was at least not opposed to its best interests; and (iii) in the case of any criminal proceedings, the director had no reasonable cause to believe his or her conduct was unlawful, except in relation to matters as to which he or she shall be adjudged in action, suit or proceeding to be liable for negligence or misconduct in the performance of his duty in said capacity. Moreover, any person who serves as a director or officer of the Corporation shall be indemnified from and against any civil liability or damages for any act or omission which results in damages or injury if such person was acting within the scope of his or her official functions and duties as a director or officer (unless such damage or injury was caused by the willful or wanton act or omission of such director or officer).

2. Reimbursement.

This corporation shall also reimburse to any person qualifying for indemnification of costs under Section 1 of this Article VIII, the reasonable costs of settlement of the underlying action, suit or proceeding referred to therein.

3. Nonexclusive Provision.

The foregoing right of indemnity and reimbursement shall not be deemed exclusive of any other rights to which any officer or director or employee may be entitled under any other Bylaw, agreement, or otherwise.

4. Amount of Indemnity.

The amount of indemnity or reimbursement to which any of the foregoing indemnities may be entitled shall be fixed by the Board of Directors, except that in any

case where there is no disinterested majority of the Board of Directors available (whether a quorum or not) the amount shall be fixed by a committee of arbitrators appointed by the Board of Directors.

ARTICLE IX

Procedure

All meetings of the Foundation shall be conducted pursuant to Roberts Rules of Order.

ARTICLE X

Amendments

These Bylaws may be amended, repealed or altered in whole or in part by a majority vote at any regular or special meeting of the Board of Directors of the Foundation.

ARTICLE XI

Contracts and Financial Matters

1. Contracts.

The corporation shall approve or ratify by resolution any contract in excess of \$20,000. The corporation may authorize by resolution the president or other specified officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Due diligence shall be shown by demonstrating appropriate research and competitive options were considered prior to selecting and entering into contracts and purchases at this level.

2. Borrowing.

No loan shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

3. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other indebtedness issued in the name of the corporation shall be signed by one of the following: president, president-elect, treasurer, executive director. Checks, drafts or other orders for the payment of money, notes or other indebtedness in amounts over \$3,000 shall require signatures from two of the previously stated positions.

4. Deposits.

All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may elect.

5. Gifts.

The Board of Directors may solicit and accept on behalf of the corporation any contribution, gift, bequest or devise for the general purpose or any special purpose of the corporation.

6. Agents, Employees, Etc.

The corporation shall be entitled to engage such agents, employees and independent contractors as it shall in its discretion determine is appropriate to fulfilling its purposes.

The foregoing Bylaws were adopted by the Board of Directors on the 12th day of December 1990.

Lowell E. Boetger

President

Amended 4-10-97

Amended 4-15-99

Amended 8-23-07

**2009-2010
Millard Public Schools Foundation
Board of Directors**

President

Darren R. Carlson
16353 Hickory
Omaha, NE 68130
(W 934-5500) (H 697-0983)
darrencar@aol.com
member since 4/2005, 2011*

President-Elect

John Schuele
WaittCorp LLC
1125 South 103rd Street Suite 200
Omaha, NE 68124
(W 697-8011) (H 334-3504)
johnschuele@waittcorp.com
member since 7/2008, 2013*

Secretary

Pat Rhodes
2612 S. 152nd Cir
Omaha NE 68144
(W 895-8328) (H 391-3414)
(C 672-6085)
patricia.rhds@gmail.com
member since 2/2003

Treasurer

Sara Boyd
Omaha Community Foundation
302 South 36th Street Suite 100
Omaha, NE 68131
(W 342-3458) (F 342-3582)
(C 871-6589)
sara@omahafoundation.org
member since 5/2006, 2012*

Immediate Past President

Cathy Nelson
17437 Riviera Drive
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(W 891-0533) (H 891-0733)
(F 891-0633) (C 980-6839)
cnelsonar@aol.com
member since 3/2004, 2010*

Executive Director

Gary Steiner
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(F 691-1175) (C 679-1682)
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Curtis Case

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member since 7/2008, 2014*

Mike Cassling

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Todd Clarke

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Secretary -- Becky ext. 7176
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member since 3/2004, 2010*

Shirley Demetri

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drz@brianzdental.com
member since 3/2004, 2010*

Roger Dixon

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member since 4/2005, 2011*

Molly Erickson

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member since 7/2008, appointed

Amy Friedman

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(F 895-8409) (C 669-4227)
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member since 1999, by position

Kathleen Forsgren

18412 Jefferson St.
Omaha, NE 68135
(B 659-0958)
(H 896-8338)
rkforsgren@cox.net
member since 1/2009, 2011**
**completing Julie Kannas' term

Paul Jensen

Southwest Airlines Co.
4501 Abbott Drive, OMA-3SM
Omaha, NE 68110
(W 422-6166)
e-mail
member since June 1, 2009, 2015

Keith Lutz

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member since 1996, by position

Mike Pate

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(F 505-6929) (C 301-3707)
mpate@tconl.com
member since 1997, appointed

Mike Roseland

3129 S 174th Circle
Omaha, NE 68130
(W 592-8334) (H 333-6348)
mroseland@profit-advantage.com
member since 7/2008, 2014*

*year denotes the end of the 3rd two-year term expiring May 31st.
8/12/2009

AGENDA SUMMARY SHEET

AGENDA ITEM: Program Evaluation for International Baccalaureate
Primary Years Programme

Meeting Date: October 21, 2009

Department: Planning & Evaluation

Title and Brief Program Evaluation for the IBPYP at Aldrich Elementary
School. This program will be evaluated in its first five
years.

Description:

Action Desired: Approval ___ Discussion x Information Only ___

Background: This is the second year evaluation of this program . Results
show that the IBPYP at Aldrich Elementary School has
increased student enrollment and provided a quality
international learning experience. Students at Aldrich
scored higher on district and nationally normed tests as
compared to their non-IB peers at the district level.

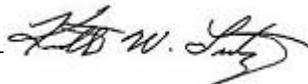
**Options/Alternatives
Considered:** NA

Recommendations: Continue to implement this program and to monitor the
progress.

**Strategic Plan
Reference:** Strategy 5

**Implications of
Adoption/Rejection:** NA

**Responsible
Persons:** Dr. Jon Lopez, Chad Hayes

Superintendent's Signature: _____  _____

International Baccalaureate Mini-Magnet Primary Years Year 2 Program Evaluation

Introduction and Purpose

As required by board policy and strategic plan parameters, the office of Planning and Evaluation carries out 5-year evaluations of all mini-magnet programs. The 2008-2009 school year was the first year of implementation for the International Baccalaureate Primary Years Programme (IBPYP) mini-magnet at Bess Streeter Aldrich Elementary School.

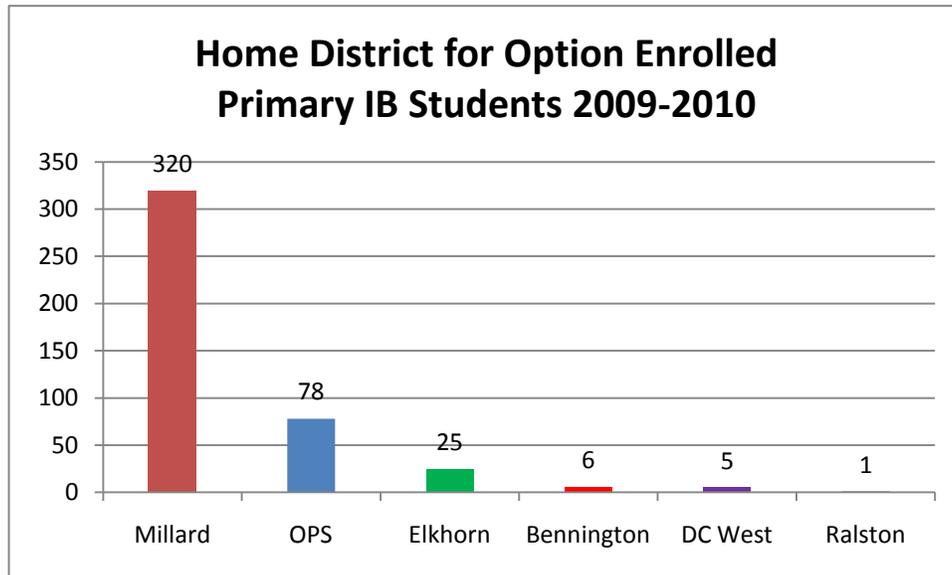
The following presents background on the program.

In 2004, the Bess Streeter Aldrich strategic planning team in alignment with the district strategic plan determined that the school needed a program that would increase student enrollment and provide a quality education that was responsive to the needs and expectations of our students and parents. Aldrich parents were surveyed to find out their educational desires for their children. A vast majority of the surveys requested a challenging classroom environment for students. They also showed a strong desire for a foreign language program that takes place within the regular school day. After exploring the International Baccalaureate Primary Years Programme, the team felt this program would be an excellent fit for Aldrich. In addition, the team felt the continuity of educational opportunities that come from the PYP in a K-12 structure would be beneficial to our students and was logical for our district.

The International Baccalaureate Primary Years Programme is designed for students aged 3 to 12. It is an international transdisciplinary program designed to foster the development of the whole child as an inquirer, both in the classroom and in the world outside. In the PYP, students are taught to understand that learning is about asking questions and looking for answers, which in turn may generate new, and perhaps more complex questions in need of answers. As teachers work with students through this programme of guided inquiry, they also help students understand what their relationship and responsibility is towards what they are learning. It emphasizes learning through active inquiry and aims to develop the whole child to meet certain competencies and attitudes outlined in a Learner Profile.

Participation

The International Baccalaureate Primary Years Programme at Aldrich Elementary School is a school-wide mini-magnet serving students in the Aldrich attendance area as well as students from fifteen other Millard Elementary attendance areas and five surrounding school districts. This year, the kindergarten classes were enrolled at capacity with students living within the Millard school district



The following table illustrates the home attendance zones for the students enrolled in the program for 2009-2010

Millard Home Attendance Zones for Primary Students in 2009-2010	
Abbott	8
Ackerman	4
Aldrich	220
Black Elk	2
Bryan	3
Cottonwood	18
Disney	2
Ezra	8
Harvey Oaks	7
Holing Heights	1
Morton	39
Neihardt	2
Reagan	3
Reeder	1
Rohwer	1
Willowdale	1

The following table lists the enrollment at each grade level and the number of teacher per grade.

Grade	Name of Teacher	Number of Students
Kindergarten	D. Bellmore	72
	J. Elvers	
	C. Srb	
First Grade	S. Andersen	61
	K. Linstrom	
	M. McMahan	
Second Grade	L. Bertagni	56
	K. McCarthy	
	R. Mueller	
Third Grade	C. Hall	95
	E. Krebs	
	M. Leibrock	
	T. Mlinar	
Fourth Grade	C. Backhuus	68
	M. Edquist	
	K. Kuti	
Fifth Grade	J. Anderson	83
	S. Schall	
	K. Tucker	
	D. Vanourney	
Total		435

Class Size Comparison for 2009-2010

Grade Level	PYP average class size	District Average	Difference
K	24	19.5	+4.5
1	20.33	20.8	-0.47
2	18.66	21.1	-2.44
3	23.75	21.8	+1.95
4	22.66	22.5	+0.1
5	20.75	22.3	-1.55

IBPYP Enrollment

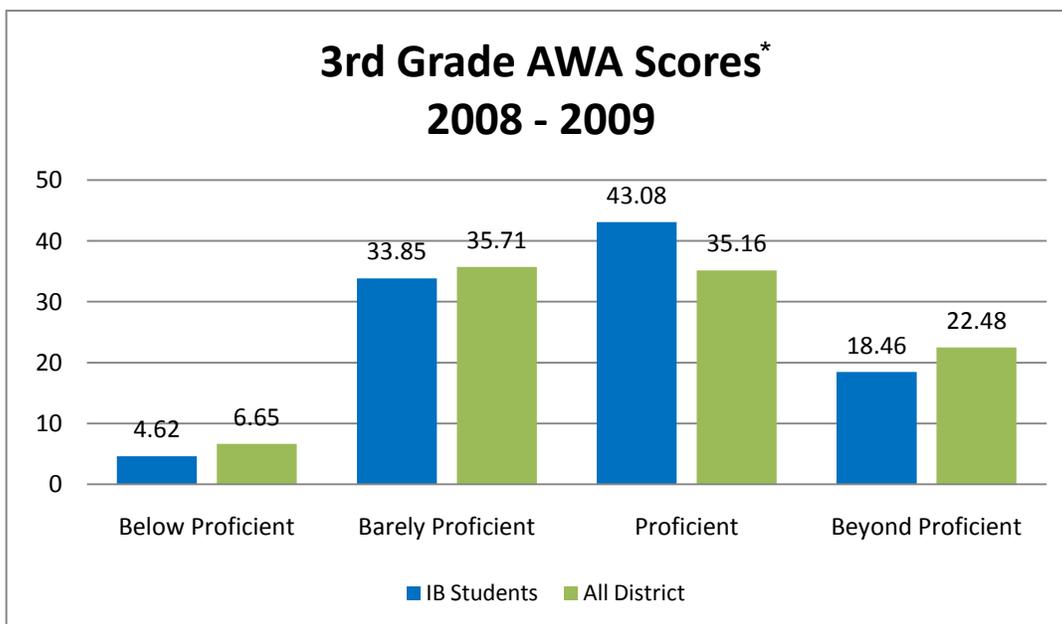
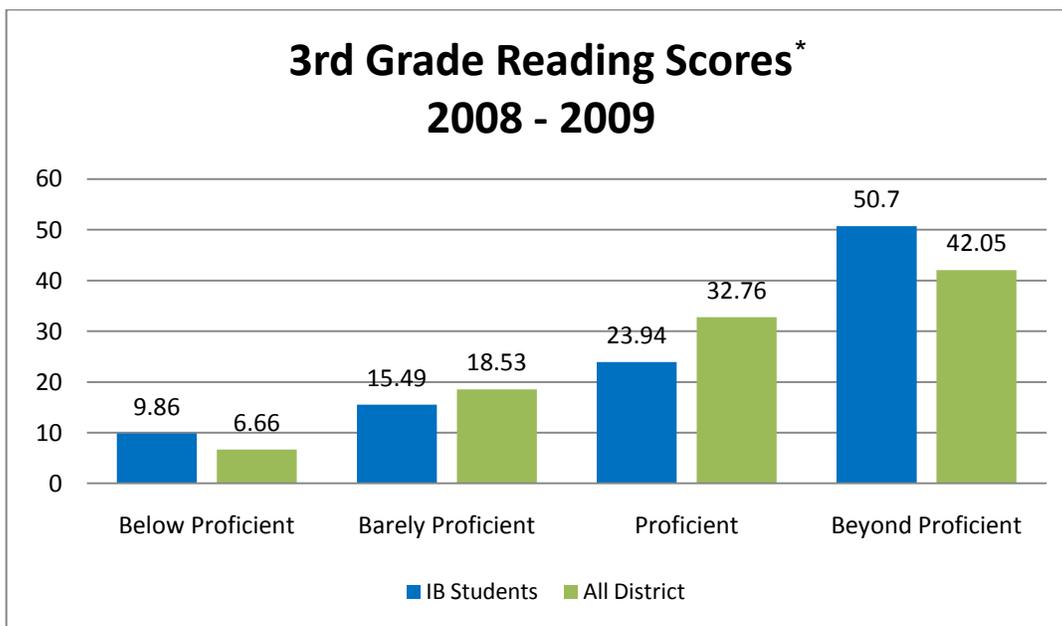
Grade	2007-2008	2008-2009
K	58	72
1	51	61
2	97	56
3	70	95
4	84	68
5	67	83

Assessment Results

ELO Results

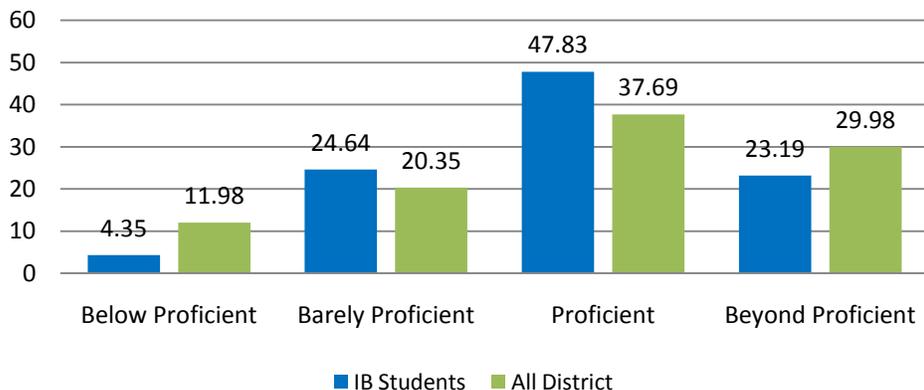
Students who are enrolled in the IBPYP Programme participate in all district-wide assessments along with their Non-IB peers. When comparing performance of these two groups of students on both the Terra Nova norm referenced test and the District Essential Learner Outcome exams, Aldrich students placed higher in the top two levels of proficiency in all district and nationally normed assessments.

The following graphs represent a comparison of ELO scores for Aldrich PYP students and all district elementary students. The data is presented as percent of students scoring at the four levels of proficiency on each test.

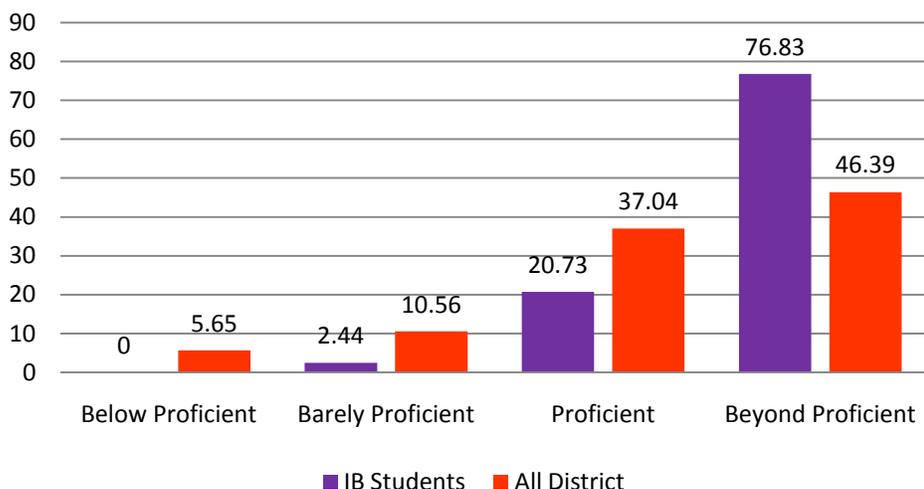


*Percent of Mastery/1st Round Results

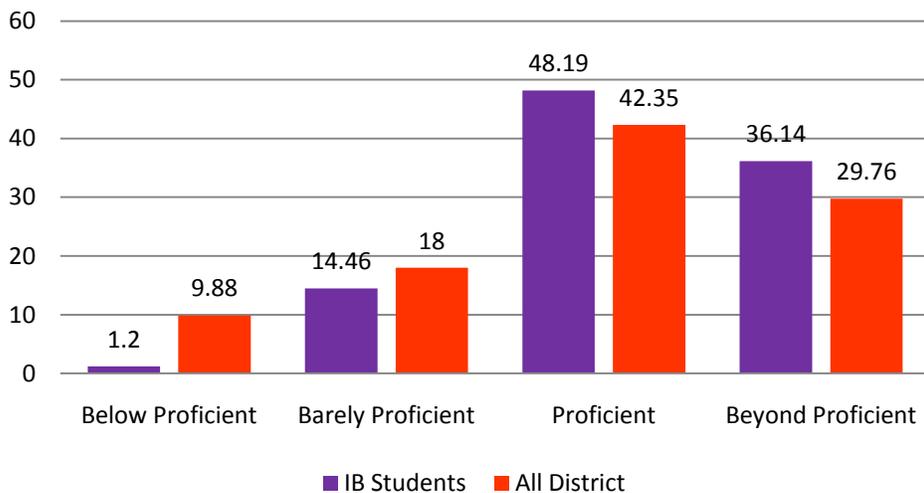
3rd Grade ELO Math Scores* 2008 - 2009



4th Grade ELO Reading Scores* 2008 - 2009

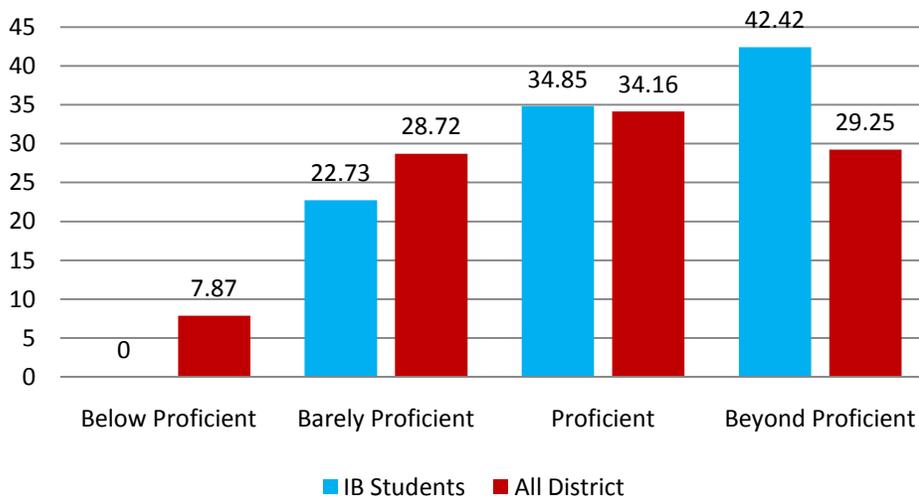


4th Grade ELO Math Scores* 2008 - 2009

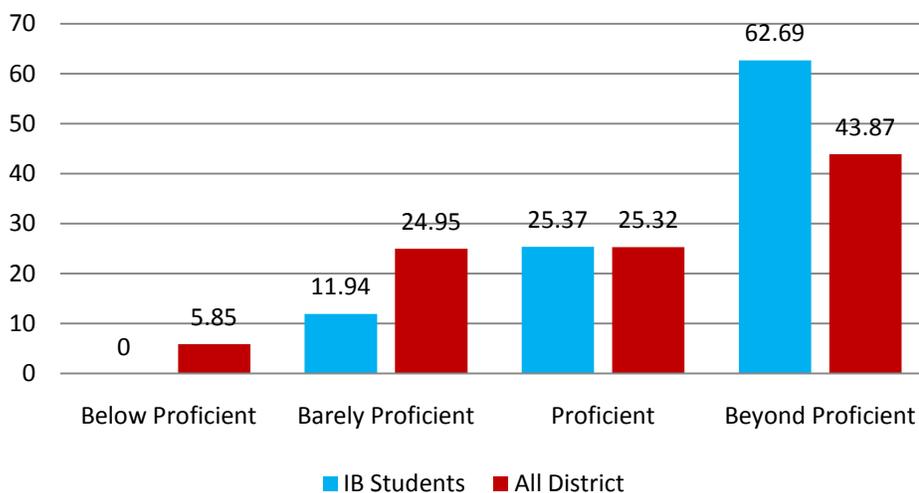


*Percent of Mastery/1st Round Results

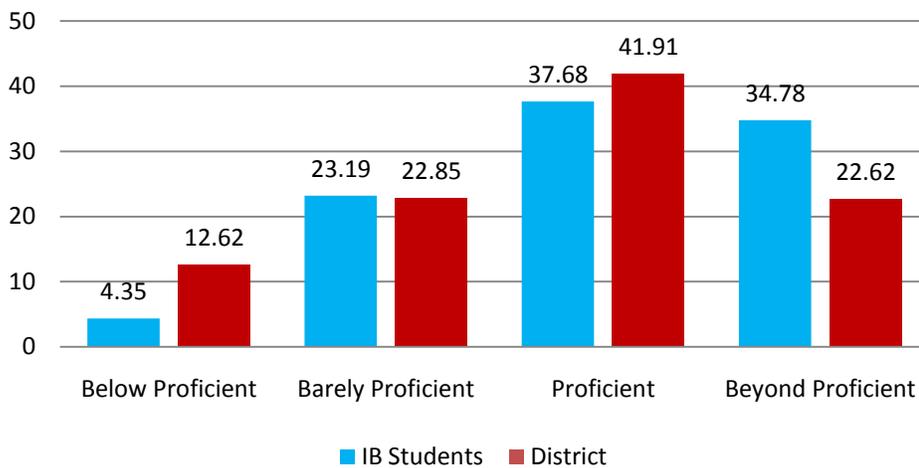
5th Grade AWA Scores* 2008 - 2009



5th Grade ELO Reading Scores* 2008 - 2009



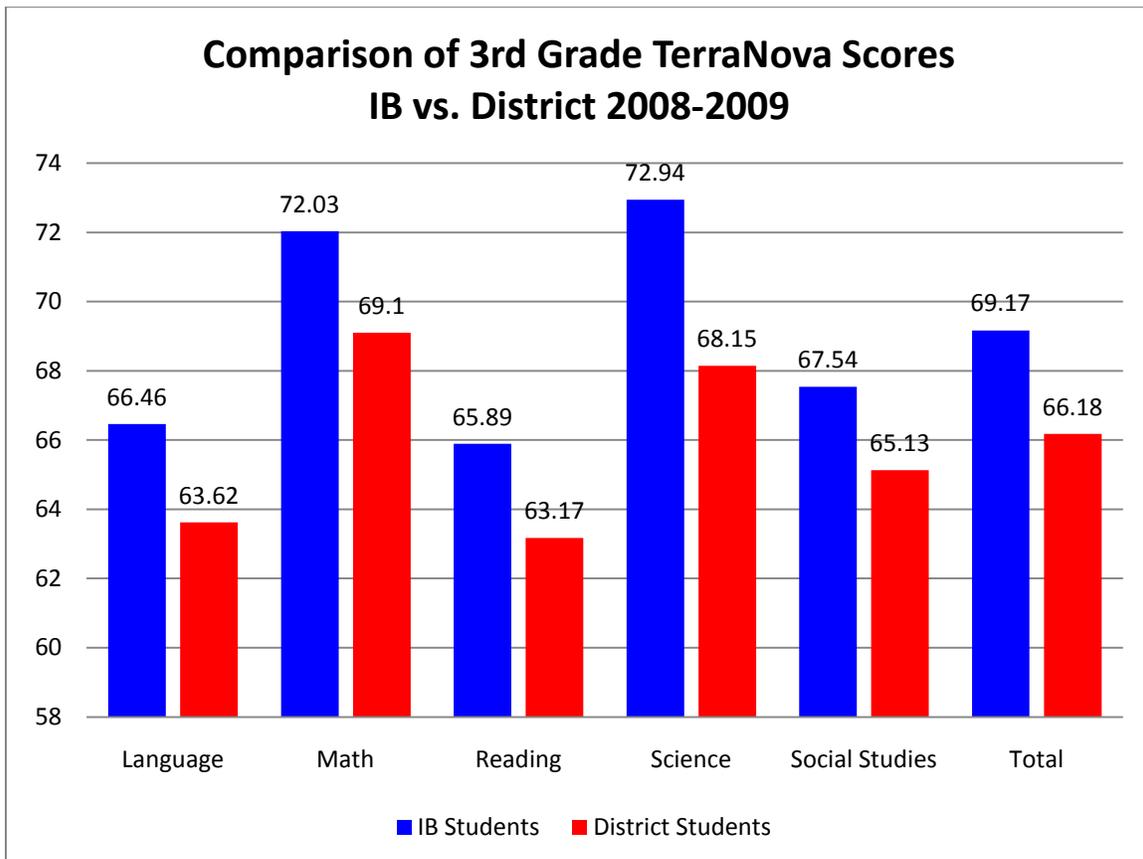
5th Grade Math ELO Scores* 2008 - 2009



*Percent of Mastery/
1st Round Results

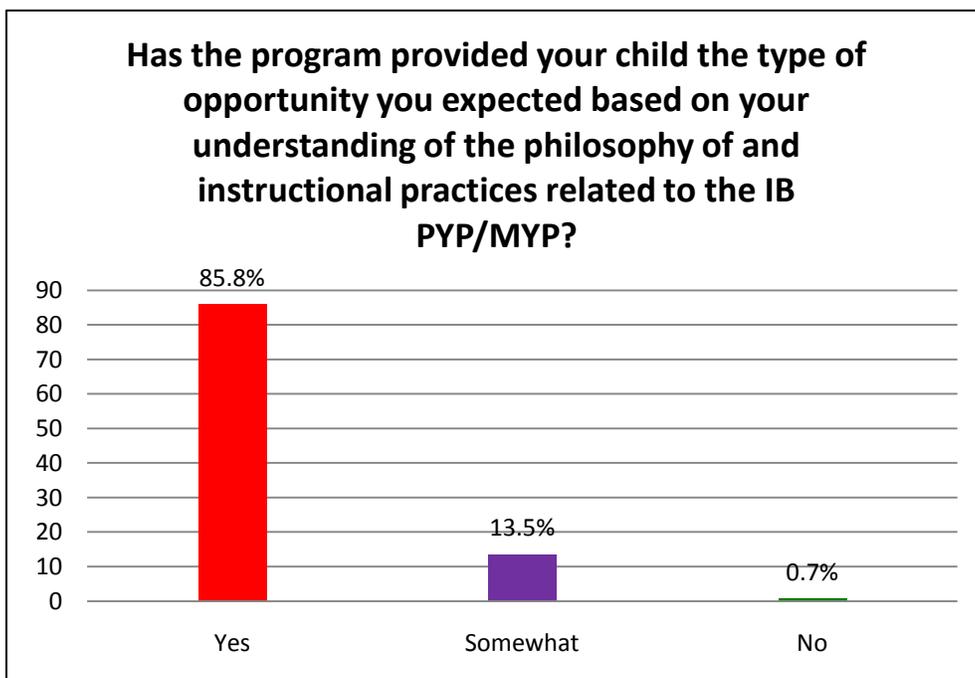
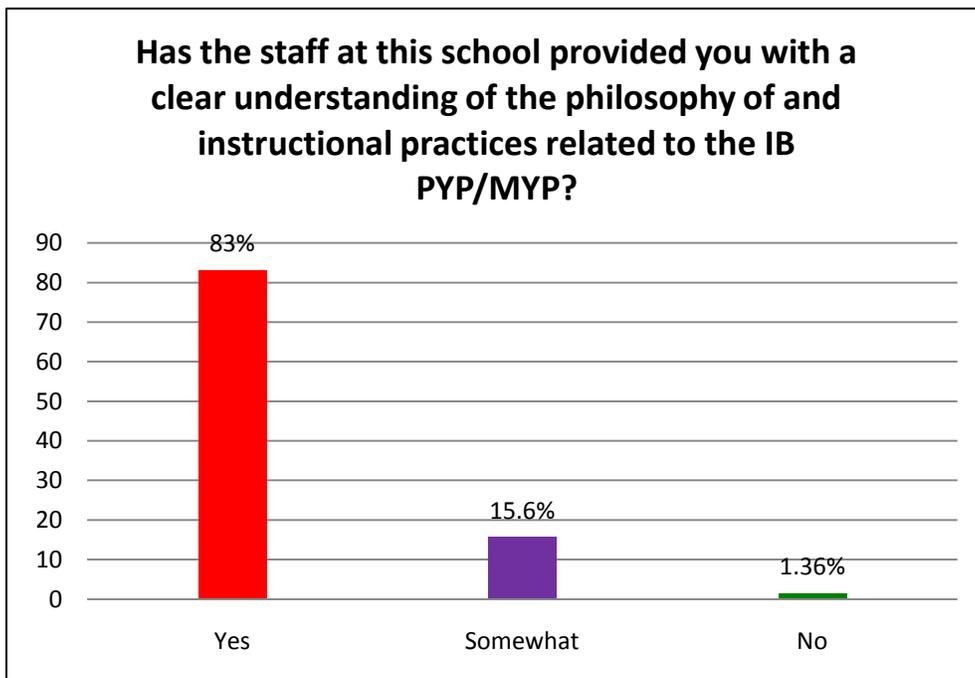
Terra Nova Results

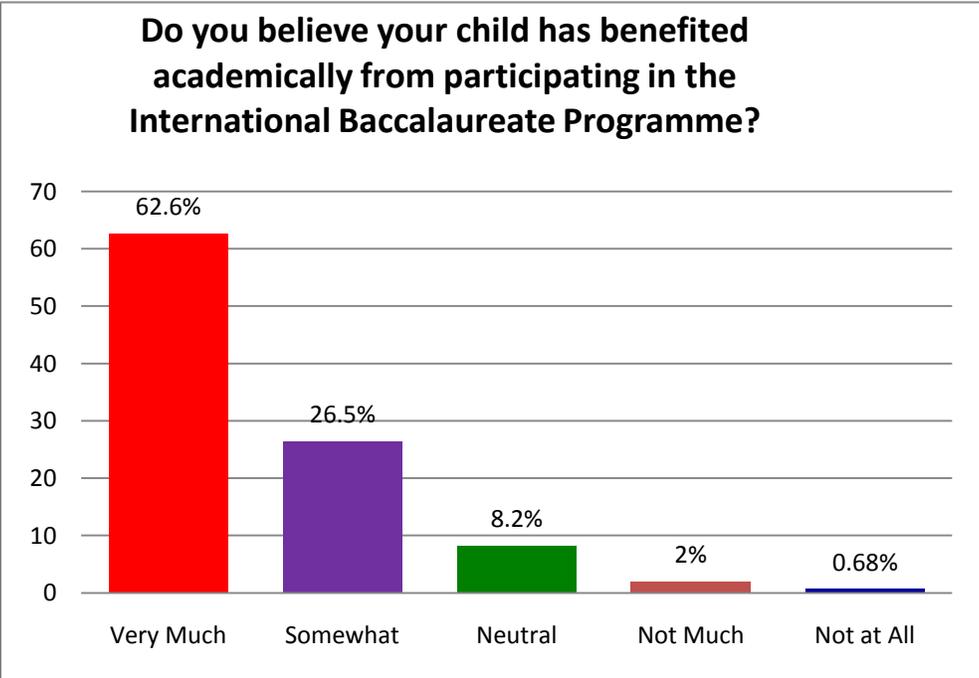
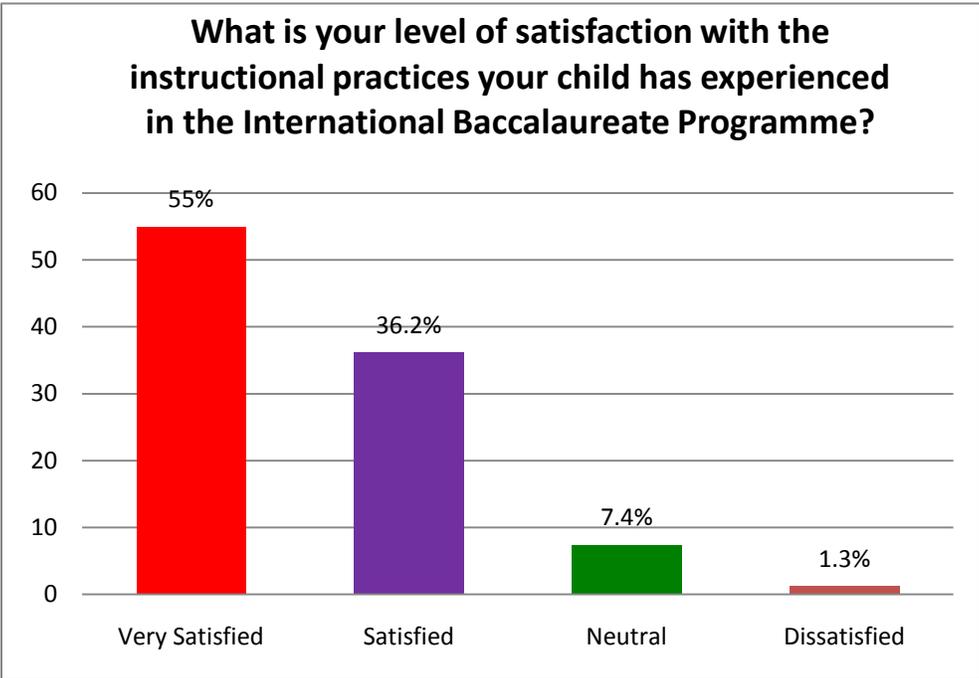
The following graphs represent a comparison of Terra Nova scores for Aldrich PYP students and all district elementary students. The data is presented as the Mean Normal Curve Equivalent of student scores on the total test and each subtest.



Parent Survey Results

Parents were surveyed after the end of the first quarter of the school year. Aldrich parents were surveyed during parent teacher conferences. The following graphs indicate their responses to survey questions. 148 parents returned a survey.





Parent Survey Comments

The following represents a sample of comments that were made by parents on the IMPYP survey:

Learning IB Profiles and IB Attitudes has been beneficial for my daughter.

She has got a broader prospective of her environment.

Math and Science are superior in this curriculum.

Our child is very considerate child of all people regardless of their race, I'm sure it because he is becoming a global thinker with diversity in his peers.

The values are fine; perhaps they are more American than international.

She is definitely more aware of learning and broad understanding.

I think the environment at the school is very positive and I attribute it partly to the IB philosophy.

The carnival and Olympics are great activities for students and their families.

I am pleased he is learning a language in elementary but I feel the music program has had to suffer a bit with the instrumental programs now being offered outside normal school hours.

Aldrich was an excellent school before IB and continues to be.

It's expanded his view of the world and other cultures.

My child has benefitted from learning with a global perspectives in mind.

Deeply appreciate learning Spanish so early.

It has giving her a broader understanding the other parts of the world – not just academically.

Students benefit from projects that allow them to use inquiry and research skills.

My third grader says the program helps her understand how to act, a sort of clear guideline on behavior that is universal.

My first grader has an interest in international study. Her curiosity is peaked.

My son is more aware of issues around the world.

Parent Survey Comments Continued

Broaden perspectives – wonderful program.

Higher level of academic expectations of many families, because many students did option in at Aldrich for the IB program.

I think IB has encouraged him to think outside “his world”.

Overall sense of responsibility and sense of having an impact of her world.

She is more aware of key principles such as so-operation, respect, integrity, etc.

Spanish class has really benefitted our children.

It has helped teach great life lessons so they understand how people are different.

Attitude is great!

I like that he is learning a second language.

It has broadened their understanding of where he fits in the world.

Attitude and behavior follows my student outside of school.

My daughter thinks “worldly now”.

More aware of larger issues than just school environment.

Their understanding of the IB Principles has really affected our family in a positive manner.

The execution of the program by the Aldrich staff has been amazing they are so dedicated to IB.

The communication around IB needs to be articulated to parents more clearly. Parents, especially new parents to the program, are confused.

We moved to Nebraska three years ago, we picked our neighborhood so our children could attend Aldrich for the IB Program.

The profiles and attitudes have become part of our family.

Student Focus Group Comments

A focus group meeting was held with a representative group of IBPYP students in the fall of 2008. Students were asked specific questions about their experience in the program. These were a particularly bright and enthusiastic group of students.

The following are examples of responses by students who participated in the focus groups:

My teacher teaches to me in different ways.

We are different from other schools because we have Olympic Day. We learn a lot about different countries of the world.

My teacher teaches to me the way I learn best.

We participate in community service activities (students participated in trail clean up with students from Millard North Middle students)

Teachers at Aldrich really know how to work with kids.

Learning can be fun.

Teachers will give us a problem and we work together with other students to solve it.

There is a great expanse of learning at Aldrich.

We get to do more fun things in class because we learn how the world works around me.

My teacher does not let me just learn something and forget it. We use the stuff we learn.

IB has taught us that people can think differently than I do and it is okay.

We don't have bullying here because we have learned the IB Attitudes and use them.

If we don't like what a student does, we don't make fun of them. That's being tolerant.

There are other countries and people in the world. Not just the United States.

There is an expanse of learning here.

The stuff we learn in social studies we use in science.

We have to reflect on what we learn in class.

Program Costs

Grade	Sections	FTE	Cost*
Kindergarten	3	3	\$195,000.00
First Grade	3	3	\$195,000.00
Second Grade	4	4	\$260,000.00
Third Grade	3	3	\$195,000.00
Fourth Grade	4	4	\$260,000.00
Fifth Grade	3	3	\$195,000.00
Program Coordinator	1	.6	\$39,000.00
Spanish Teacher	1	1	\$65,000.00

*Based on an average salary of \$65,000.00

Training Costs

Level 1: Application & Authorization Workshop is a three-day workshop that provides training and assistance for schools that have decided to apply for IB authorization. For the Primary Years Programme, Level 1 training includes an optional session covering Part B of the application process. Level 1 workshops are open only to teachers currently teaching in IB schools or in applicant schools.

Level 2: Experienced IB Teachers Workshop is a three-day workshop for teachers who have completed Level 1 training and/or who teach in schools that have begun to implement an IB Programme. For the Primary Years Programme schools, the Level 2 workshop is for authorized schools as well as for candidate schools that have submitted Part B of the application. Level 2 workshops are open only to teachers currently teaching in IB schools or in applicant schools.

Level 3: Topical Seminar is a three-day seminar covering a topic or several topics of interest. The relevancy of teaching experience and/or knowledge of the IB will vary from seminar to seminar and programme to programme depending on the topic on offer.

Number of Staff	Level of Training	Cost
9	Levels 2 and 3	\$8,099.78
	Subs	\$1,120.00
	Per Diem	\$4,110.24

* Total per-staff member training cost in 2009-2010 was \$13,329.03. When determining the per-pupil cost of the training, the district spent \$30.64 for teacher training.

Summary and Conclusions

The Aldrich Primary Years IB program was initiated to increase student enrollment and provide a quality education that was responsive to the needs and expectations of their students and parents. Aldrich parents were surveyed to find out their educational desires for their children. A vast majority of the surveys requested a challenging classroom environment for students. They also showed a strong desire for a foreign language program that takes place within the regular school day. The results of this evaluation indicate that the school is making significant progress toward these goals.

Student achievement data indicates that the students in the IBPYP are achieving at a high level as compared to their non-IB peers across the district. Aside from the initial training costs the program costs are comparable to the cost of operating a non-IB school. Class sizes appear to be slightly larger at Aldrich in kindergarten, 3rd, and 4th grade, but are comparable at all other grade levels.

Students and parents expressed overall satisfaction with the program and the level of service that is being provided at the school. There were some concerns expressed on the parent survey. Only a sample of survey and focus group results was used for the purpose of this report. A complete copy of the survey and focus group results was provided to the principal as well as the Educational Service Division.

AGENDA SUMMARY SHEET

AGENDA ITEM: Program Evaluation for International Baccalaureate Middle Years Programme

Meeting Date: October 21, 2009

Department: Planning & Evaluation

Title and Brief Initial Program Evaluation for the IB-MYP at Millard North Middle School and Millard North High School.
This program will be evaluated in its first five years.

Description:

Action Desired: Approval ___ Discussion x Information Only ___

Background: This is the third evaluation of the program which was implemented in the 2005-2006 school year. Results indicate that the program is meeting the strategic goals set for North Middle School at its inception. The elements that have created this success are in the process of being articulated to grades 9 and 10 of the program.

Options/Alternatives Considered: NA

Recommendations: Continue to implement this program and to monitor the progress.

Strategic Plan Reference: Strategy 5

Implications of Adoption/Rejection: NA

Responsible Persons: Dr. Jon Lopez, Chad Hayes

Superintendent's Signature: _____

International Baccalaureate Mini-Magnet Middle Years Year 4 Program Evaluation

Introduction and Purpose

As required by board policy and strategic plan parameters, the office of Planning and Evaluation carries out 5-year evaluations of all mini-magnet programs. The 2005-2006 school year was the first year of implementation for the International Baccalaureate Middle Years Programme (IB-MYP) mini-magnet at Millard North Middle School. During the 2006-2007 school year the program was in its second year at North Middle and for the first time, students in the 9th grade at North High began to take part in the IB-MYP curriculum through class work and community service. International Baccalaureate 9th graders fall into three distinct categories at North High: IB-MYP only, IB-MYP and Diploma Path or Diploma Path only. The data in this report come from the fourth year of the program.

The following, from the Millard North Middle School and Millard North High School MYP web page, presents background on the program.

The International Baccalaureate Middle Years Programme (MYP) is designed for students aged 11 to 16. This period, encompassing early puberty and mid-adolescence, is a particularly critical phase of personal and intellectual development and requires a programme that helps students participate actively and responsibly in a changing and increasingly interrelated world. Learning how to learn and how to evaluate information critically is as important as learning facts.

The curriculum contains eight subject groups (Language A, Language B, Humanities, Technology, Mathematics, Arts, Sciences, Physical Education) together with a core made up of five areas of interaction (Health and Social Education, Community and Service, Environments, Approaches to Learning, and Human Ingenuity).

The Millard North Middle School strategic plan team in alignment with the district strategic plan, in 2002 determined that the school needed a rigorous alternative to the traditional middle level program that would further challenge all students to reach advanced levels. The action team working on this plan felt the International Baccalaureate Middle Years Programme was the answer in that it would not only provide the alternative the team wanted, but would also better prepare students for success at the Diploma Years level. In July of 2004 the Millard Board of Education gave approval for the implementation of this program at North Middle School. Millard North High School in turn, adopted the 9th and 10th grade component of the program. In its adoption, Millard North High School has assumed the responsibility of the reporting of year five assessments to the International Baccalaureate, as well as the completion of the Personal Project.

Participation

The International Baccalaureate Middle Years Programme is a 5-year program. Students are allowed to self-select into and out of the program during years one through four. Due to the reporting of assessments to the International Baccalaureate, students are not allowed to option into the program after year four has ended. The program at North Middle provides the first three years of the service beginning in grade 6. The program then culminates in grades 9 and 10 at Millard North High School.

The following charts illustrate the home attendance zones for the students enrolled in the program for 2009-2010.

Middle Level IB-MYP

Home Attendance Zone for Middle Level IB-MYP Students in 2009-2010	
Andersen	44
Beadle	26
Central	26
Kiewit	53
North	319
Russell	45

Home District for Option Enrolled Middle Level IB-MYP Students in 2009-2010	
Bennington	3
Blair	1
Elkhorn	11
Gretna	2
Millard	421
Omaha Public	68
Papillion LaVista	2

High School IB-MYP

Home Attendance Zone for 9th and 10th Grade IB-MYP Students 2009-2010	
Millard North High School	98
Millard South High School	16
Millard West High School	53

Home District for Option Enrolled Middle Level IB-MYP Students in 2009-2010	
D.C. West	1
Fort Calhoun	1
Gretna	1
Millard	167
Omaha Public	45
Papillion LaVista	4
Ralston	1
Westside	1

The following table lists the enrollment trends for the program:

IB-MYP Enrollment

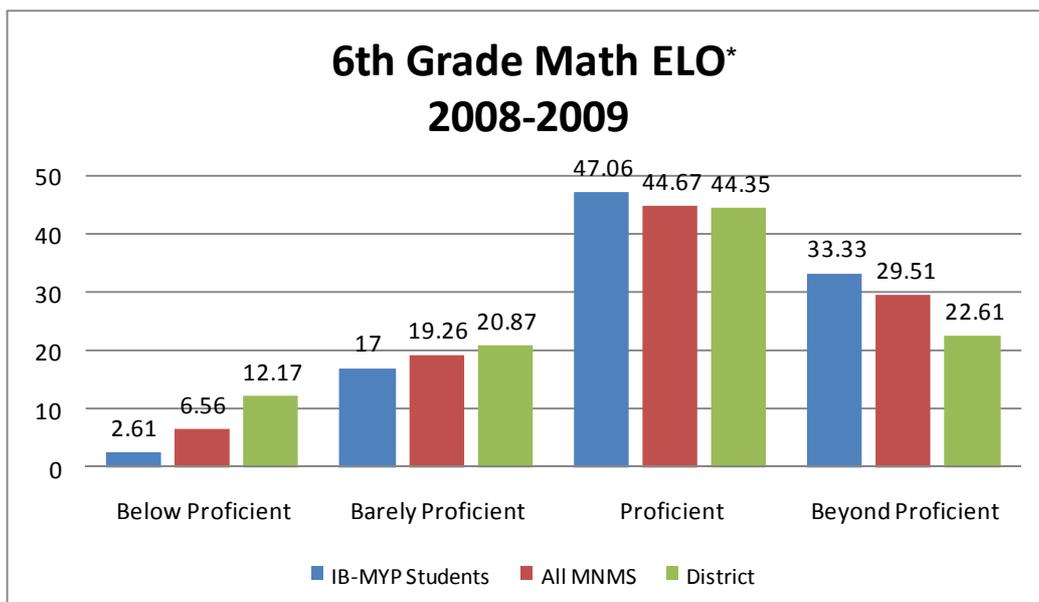
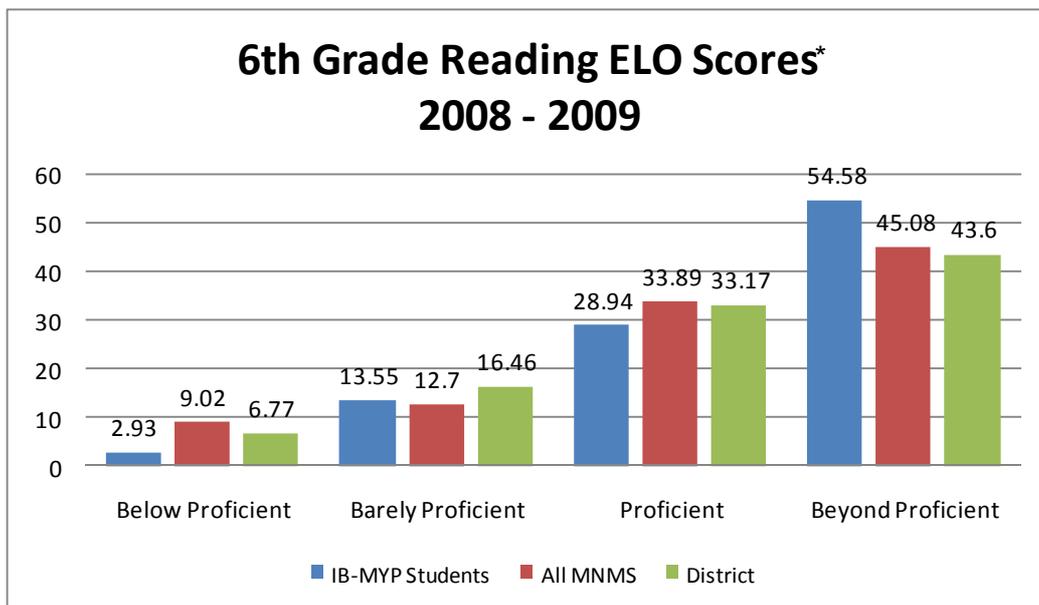
Grade	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010
6th	69	118	121	158	229
7th		65	120	123	160
8th			74	122	126
9th		56	71	123	148
10th			37	46	70
Totals	69	239	423	572	733

Assessment Results

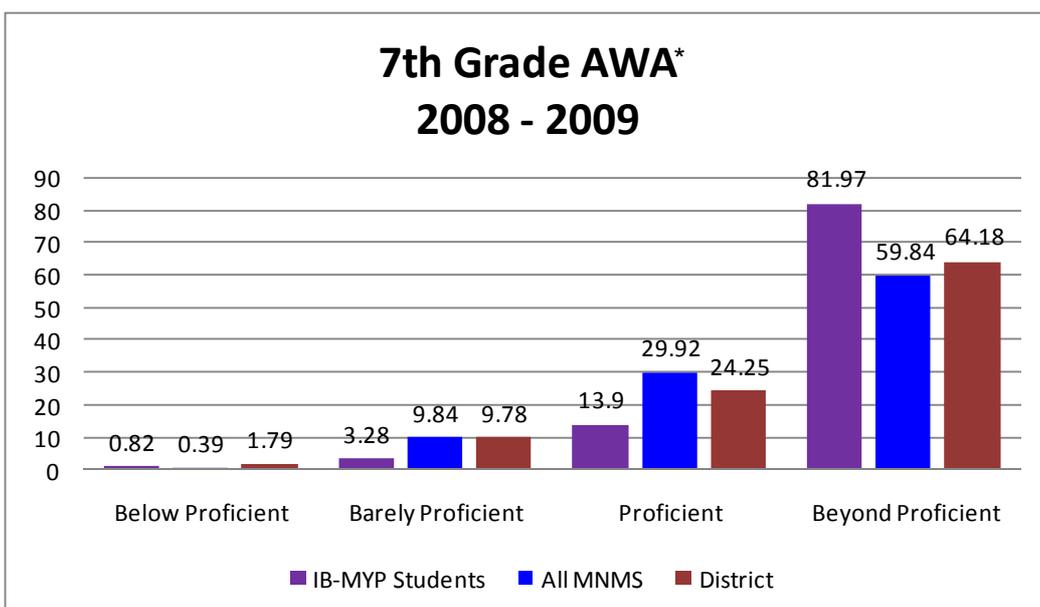
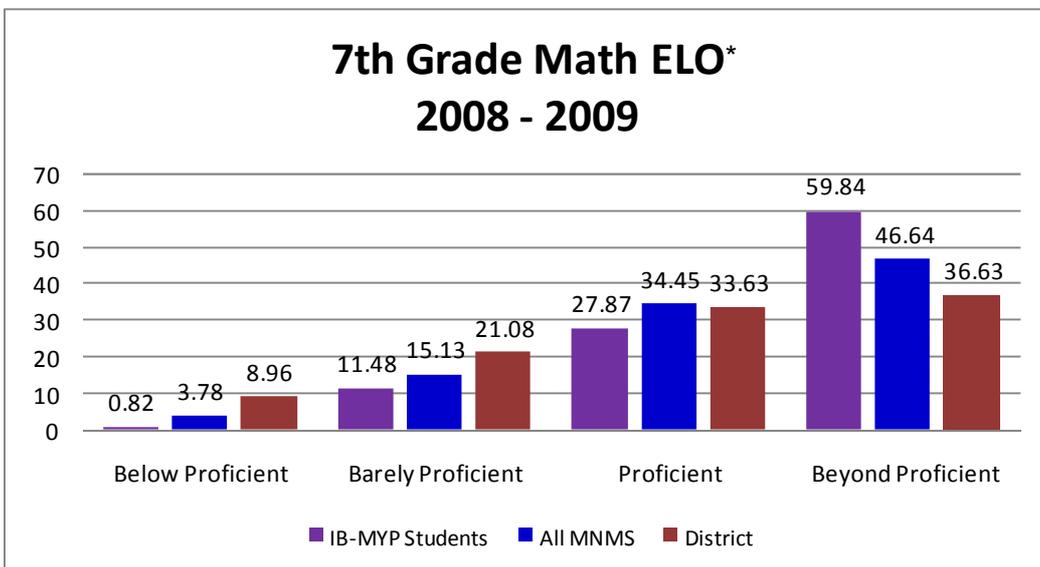
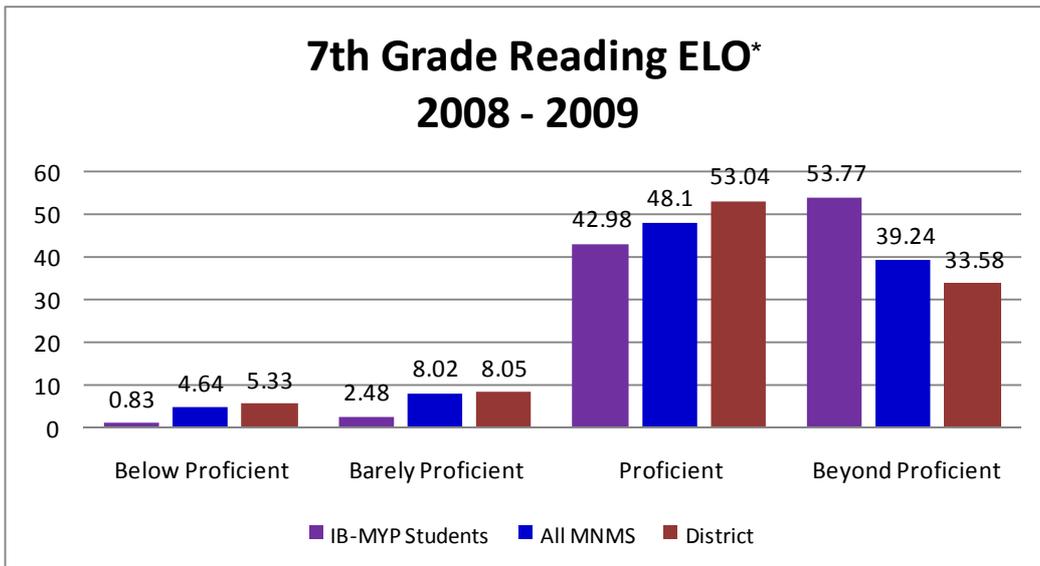
ELO Results

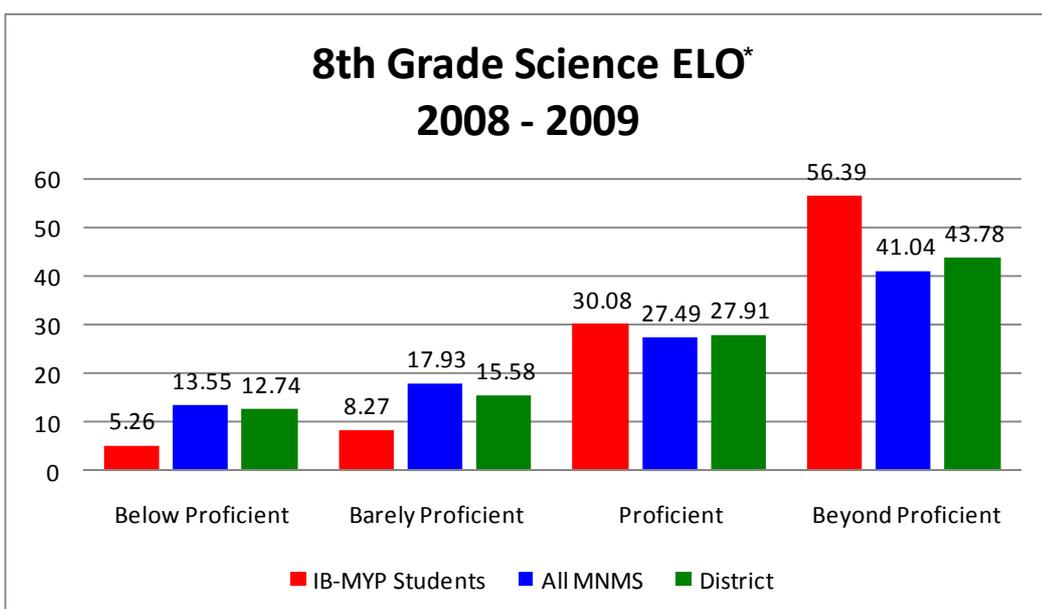
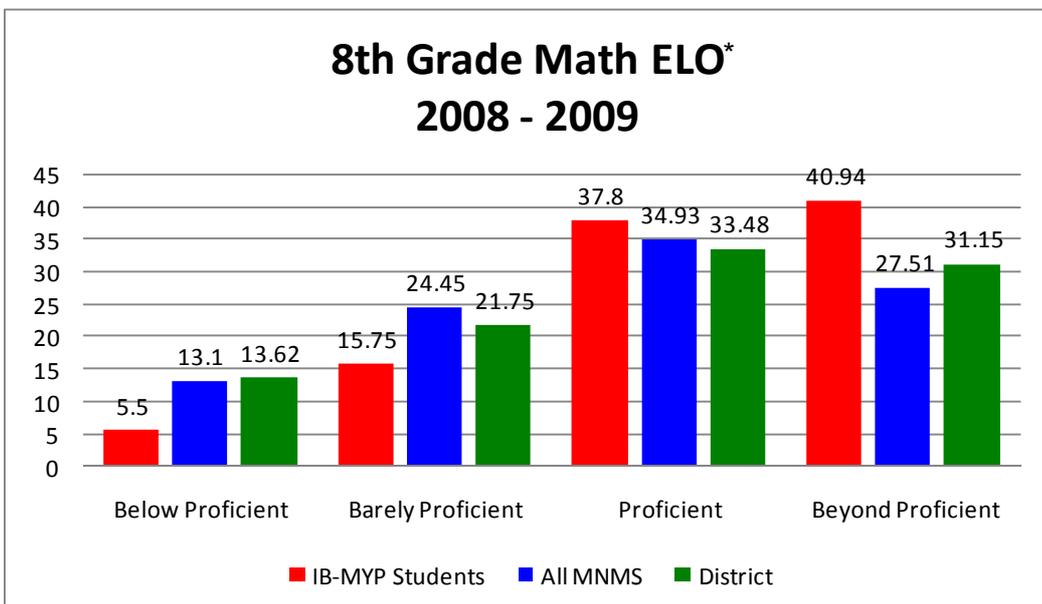
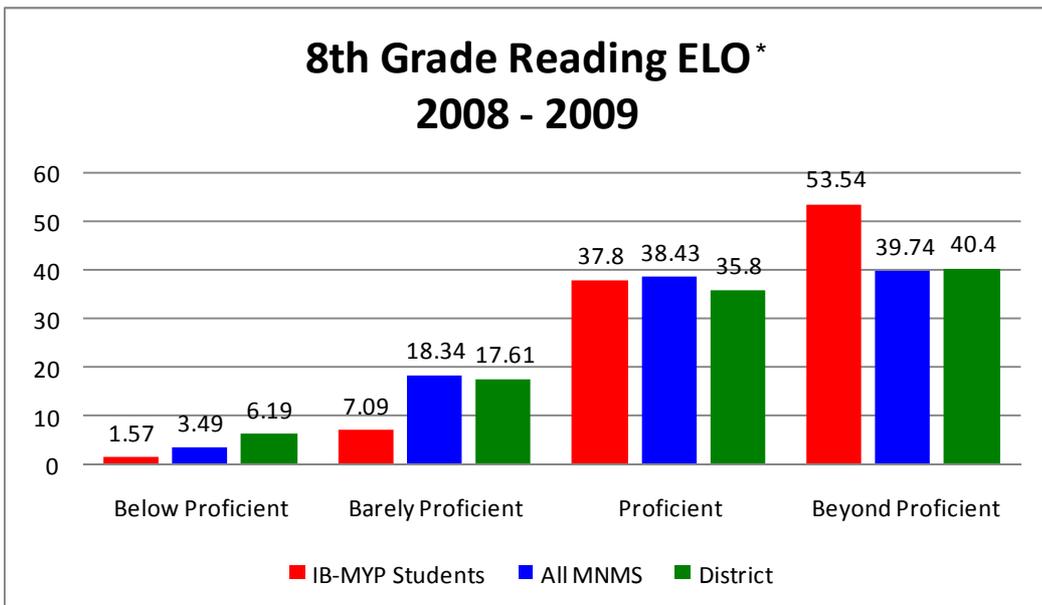
Students who are enrolled in the IB-MYP participate in all district-wide curricular-based ELO assessments along with their Non-IB peers. Students who are enrolled in the IB-MYP courses consistently scored at higher levels of proficiency than the students enrolled in the regular curricular programs at both schools.

The following graphs illustrate the proficiency levels of students in the IB-MYP, total building, and the district.

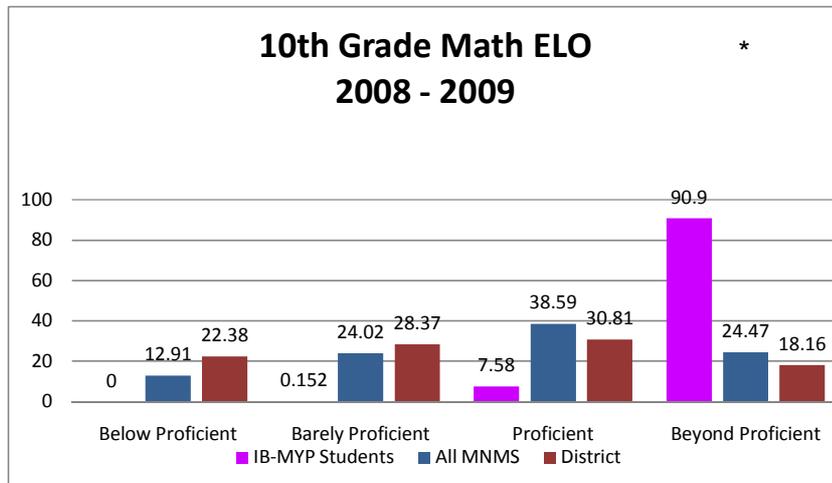
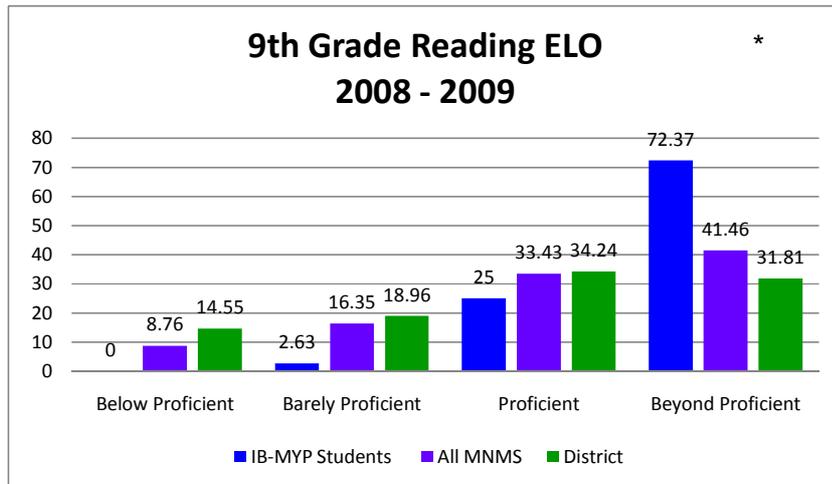


*Percent of Mastery/1st Round Results





*Percent of Mastery/1st Round Results

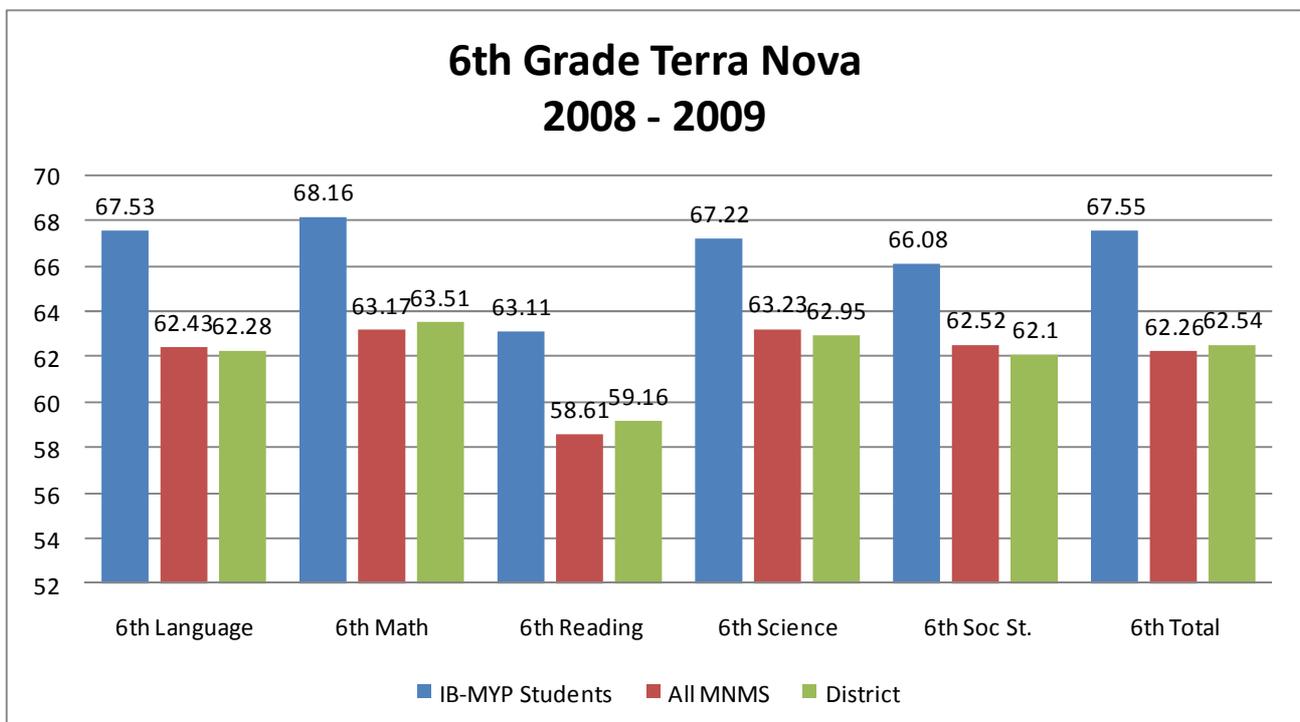


*Percent of Mastery/1st Round Results

TerraNova Results

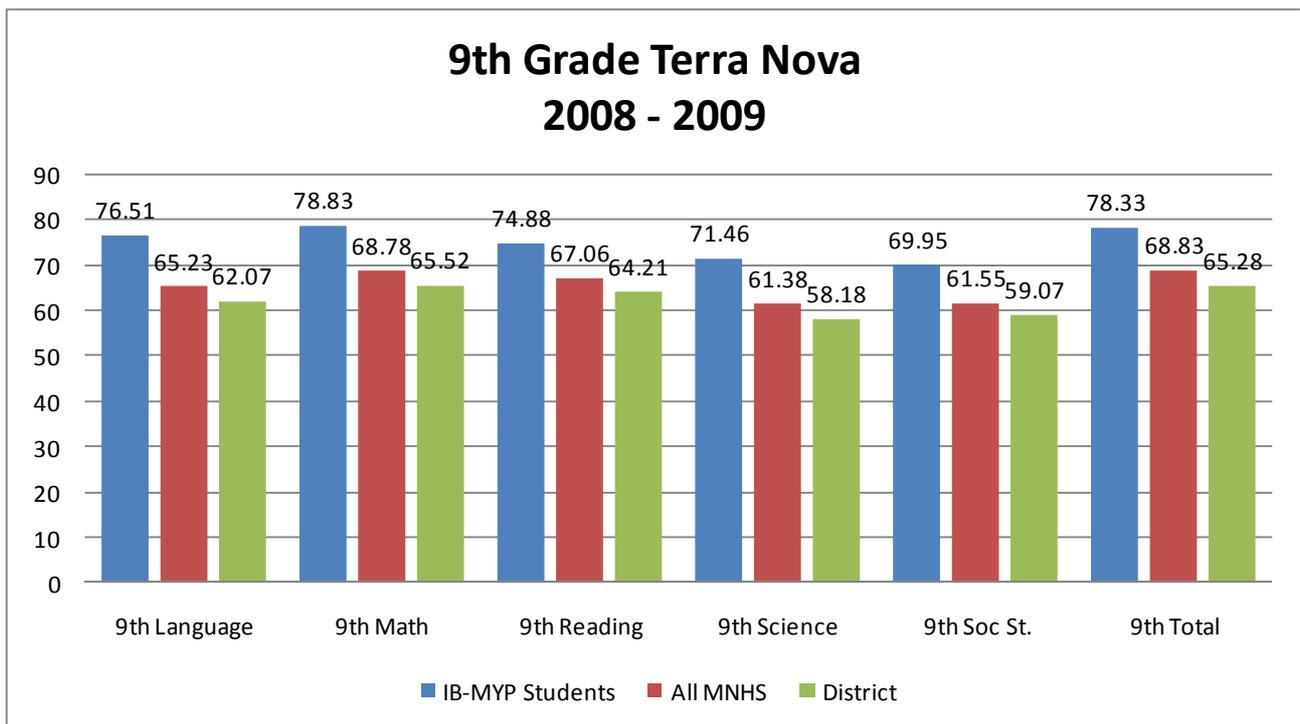
Millard North Middle School

When comparing student outcomes on the Terra Nova nationally norm-referenced achievement test, IB-MYP students at North Middle School consistently scored above the school-wide average. Scores for these same IB-MYP students at North Middle were similar to the district average.



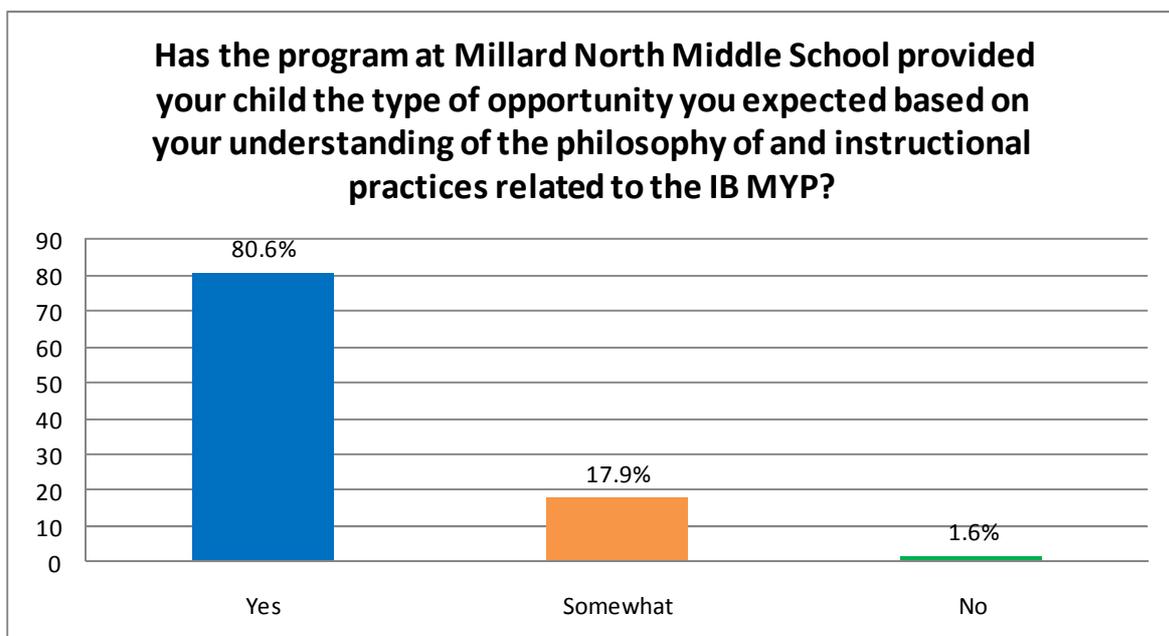
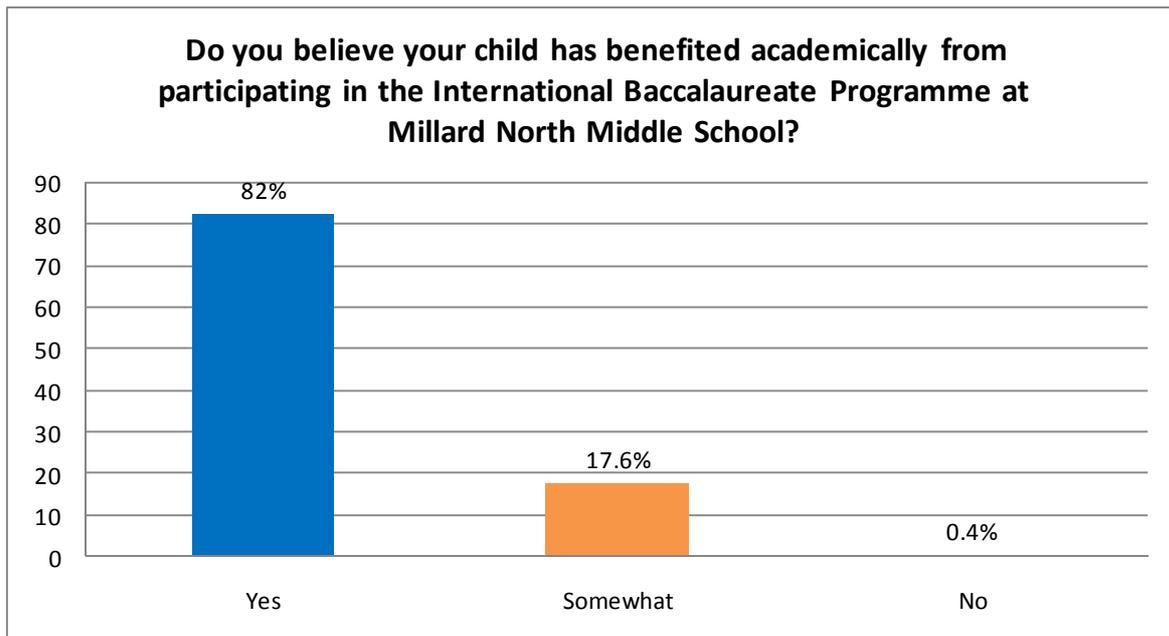
Millard North High School

On the grade 9 TerraNova, the IB-MYP students scored consistently higher than both their Non-IB peers at North High school and the district average on the TerraNova.

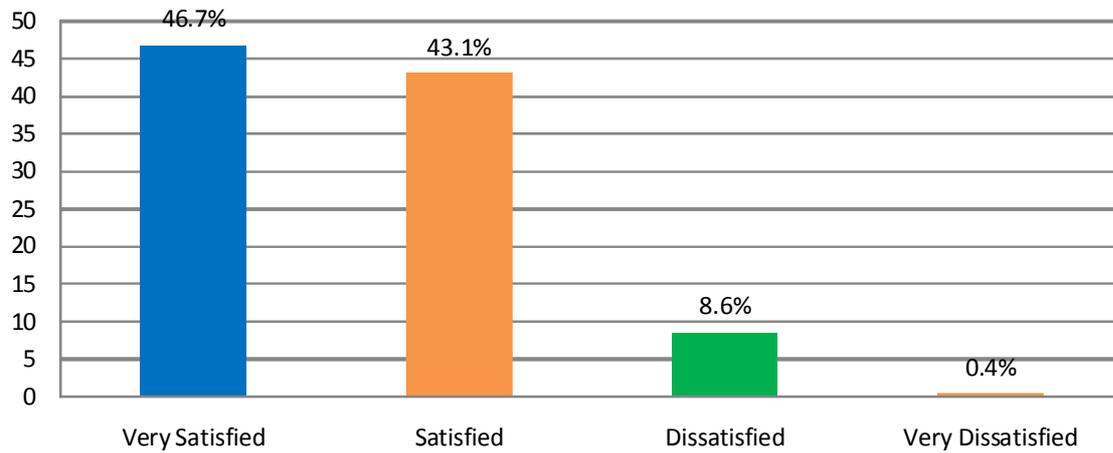


Millard North Middle School Parent Survey Results

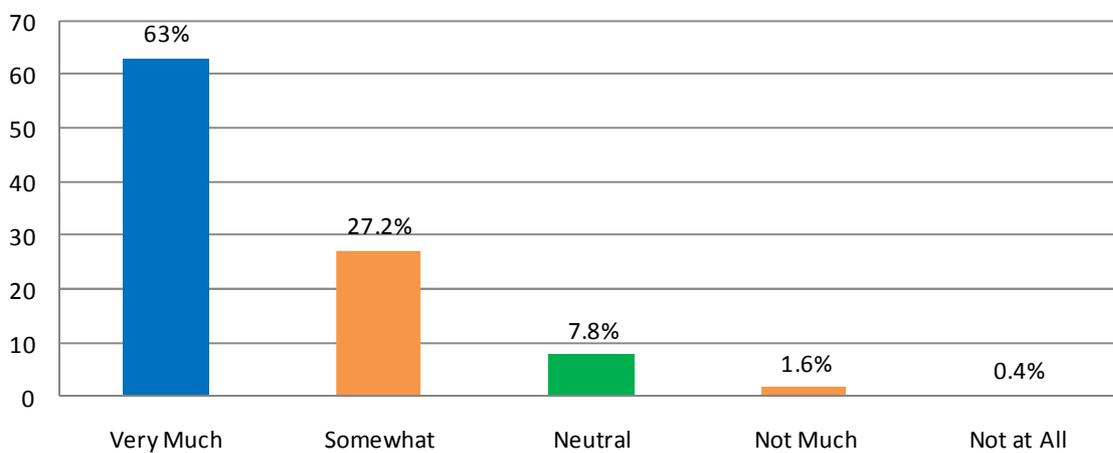
Parents were surveyed after the end of the first quarter of the school year. MNMS parents were surveyed during parent teacher conferences. The following graphs indicate their responses to survey questions by MNMS parents.



What is your level of satisfaction with the instructional practices your child has experienced in the International Baccalaureate Programme at Millard North Middle School?



Do you believe your child has benefited academically from participating in the International Baccalaureate Programme at Millard North Middle School?



Parent Survey Comments – Millard North Middle School

The following represents a sample of comments that were made by parents on the *IBMYP survey (MNMS Only)*:

The balanced approach to all activities.

Free to grow his intellectual abilities in an accepting environment.

I would like there to be more communication about proceeding through the program.

Has helped my student to overcome their shyness and being afraid to ask questions.

I think the community service requirement has been a very positive experience for the children

Really think the “hands-on” approach is great especially for visual learners.

Would like to get more help from school in organizing/participating in community service.

We think it is good preparation for high school.

Would like to see more languages offered (Arabic and Chinese for example).

I believe that she has been challenged in more areas than she has in previous school years.

Improved self-confidence and self-esteem. Better can do activities.

Has more awareness of the community as a whole.

Making friends and working with a diverse group of kids who are serious about learning.

A team approach has helped with the social aspect of a new school.

Becoming more aware of areas of self-improvement.

My son loves the questions – We often hear about them at home.

Would like further exploration of the benefit of IBMYP such as differences and advantages.

Extended – advanced math has provided excellent analytical and mathematical opportunities.

**Parent Survey Comments – Millard North Middle School
Continued**

Wish there was more opportunities for writing in social studies.

The IB program offers other opportunities to develop interpersonal skills, community involvement, and critical thinking skills.

Helps her to appreciate her community more.

Community service requirement is very beneficial and an excellent life skill.

She has really matured and has meant new friends which is awesome.

Student Focus Group Comments

The following are examples of responses by students who participated in the focus groups:

Middle School Student Responses:

IB teaches us to reflect on the things we do and how interact with other things.

Being an IB student makes me realize that my actions have an effect on others not only around me but also in the world.

My teachers teach us the content in different ways so that we can learn best to our styles.

We get choices of projects that work best for us.

IB is not only in science, math, social studies, and English but also in art and P.E.

We have to do community service and then reflect on what we did and why we did it.

We have less bullying at our school because of the IB Learning Profile.

The IB-MYP learner profile has become a part of my life outside school.

IB teaches us to be more open-minded and to listen to everyone's ideas.

I feel I am more caring and open minded to people who have different opinions than mine.

IB is not harder than regular classes because we put more effort into our school work.

I am a risk-taker and that is recognized as a good thing with IB.

IB challenges you to think.

I like IB because I don't like school to be too easy. I like to be challenged.

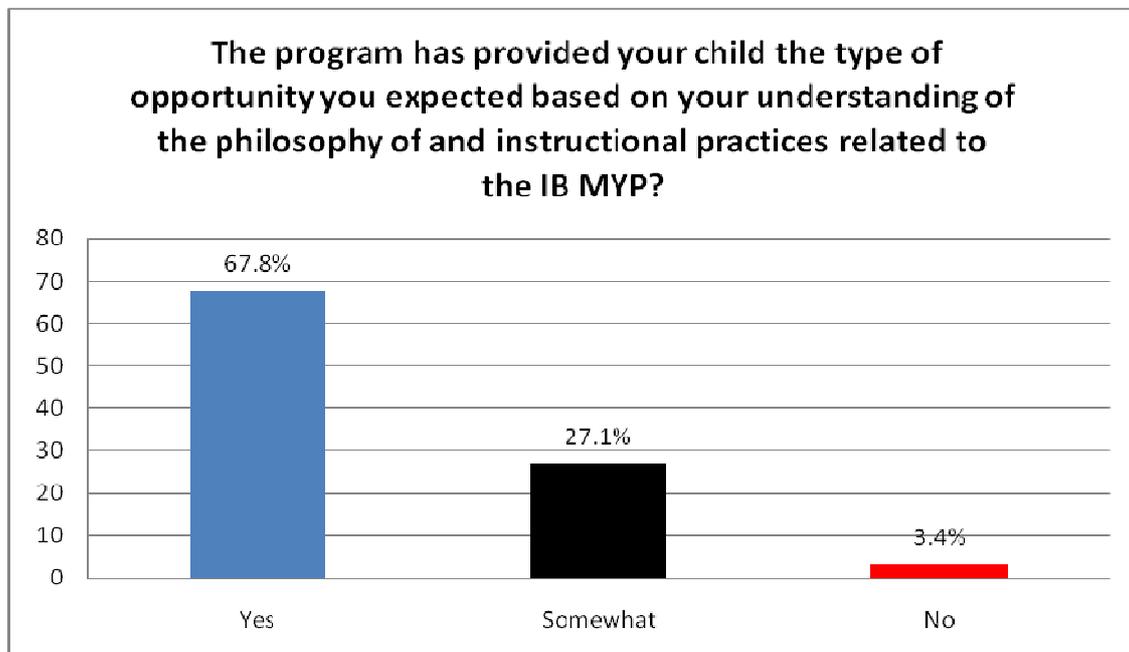
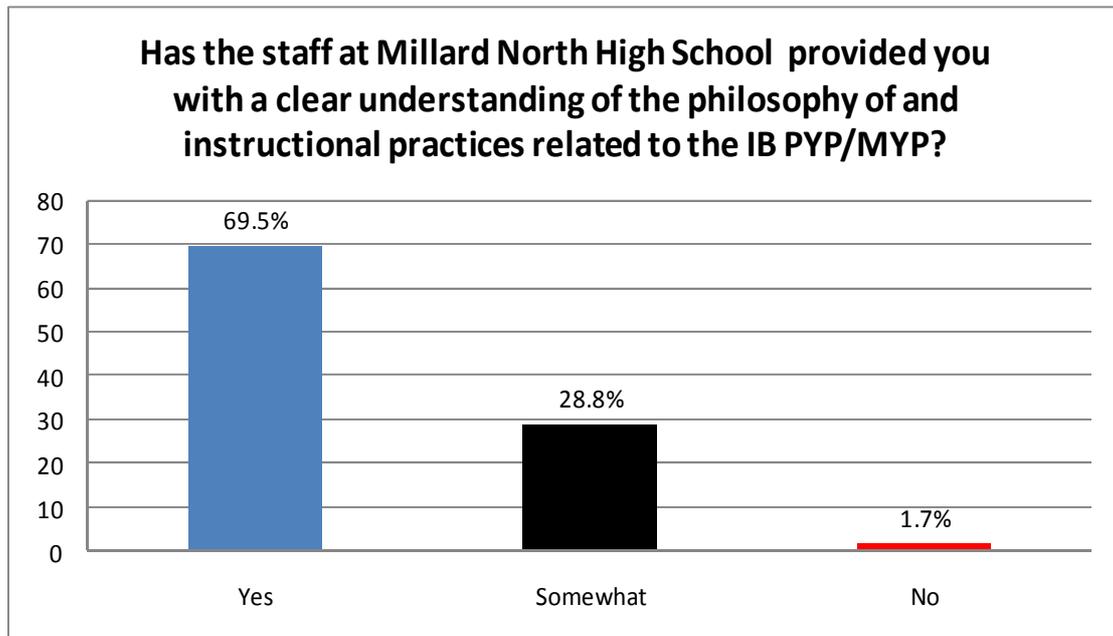
The stuff we learn in social studies we use in our English class.

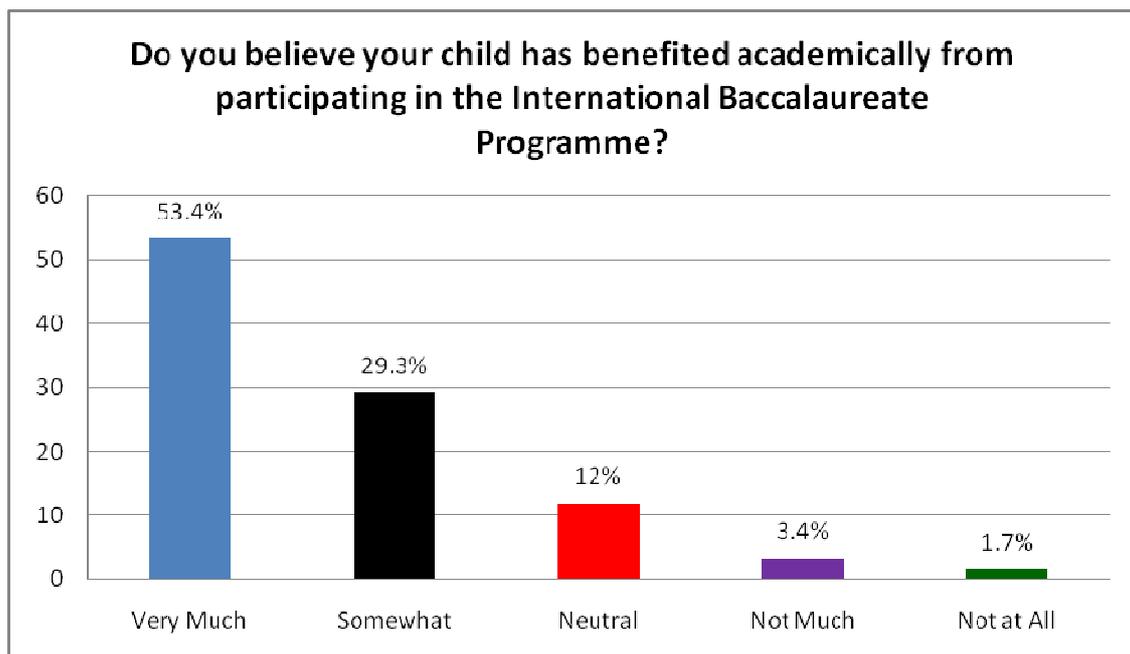
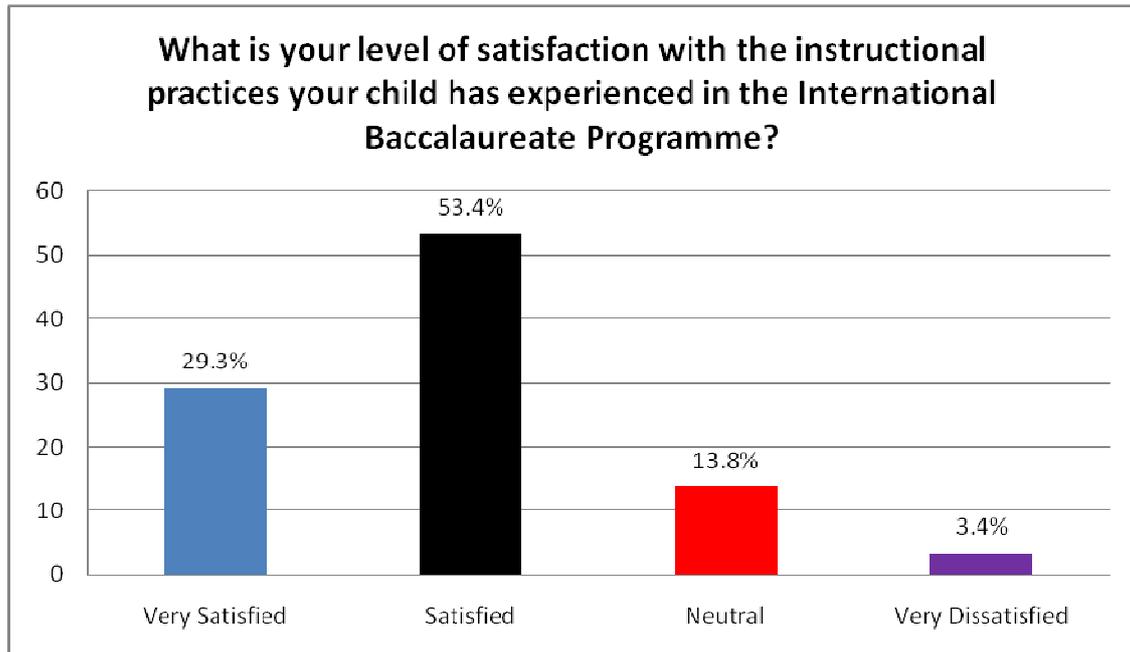
Students who came from traditional classes to IB would realize it was different but not harder.

We should do Outdoor Ed at all grade levels.

Millard North High School Parent Survey Results

Parents were surveyed after the end of the first quarter of the school year. MNHS parents were surveyed during parent teacher conferences. The following graphs indicate their responses to survey questions by MNHS parents.





Parent Survey Comments – Millard North High School

The following represents a sample of comments that were made by parents on the *IBMYP survey (MNHS Only)*:

Our child benefits from the peer influences and similar parent involvement.

His involvement in community service has boosted his confidence level.

Community service projects have provided him with a strong perspective of sense of duty and service.

My student has benefited from smaller class sizes and a peer group that is high functioning academically.

It appears that the “bar” has been raised in all subjects.

Classes with high academic goals and bringing in the global perspectives.

Parents who don’t have Internet access is at a complete disadvantage when it comes to getting IB as well as high school information.

My daughter is more focused and willing to work harder.

My child likes when the teachers make questions more engaging.

Just want to make sure it is worth it. We love being with our child and we hardly see him as he is involved in band, cross country, and debate. Very busy.

Forces my student to think big picture.

I would like to have special meetings/coffees provided with parents. This would allow us to interact face-to-face with IB teachers.

The IB Freshman Breakfasts have a positive outcome by disseminating information.

The most impressive aspect is the high academic level of her peers.

IB students support each other and push each other to even higher academic achievement.

We like the community service that the students are required to do.

I don’t understand the necessity of the service reflections when the questions rarely vary.

I am such a fan of the service hours – they provide great opportunity for students.

**Parent Survey Comments – Millard North High School
Continued**

The other students make for an interesting group of peers.

My son has enjoyed and benefited from the monthly IB small group meetings on Mondays.

My son is not completely sure about some of the IB Principles and how they apply to his classes.

Learned the practical way of doing things and the value of community.

Joining with other motivated students.

First run of volunteer hour's submission process was a little confusing.

He has been challenged to think critically.

Makes my student think about the future.

Nice students, little social pressure.

My student said that the IB Concepts have not been well explained.

It forces community service. I like that!

Student Focus Group Comments

Responses of Students at Millard High School

Students who come from traditional classes to IB Classes might find them more challenging because IB requires students to be more self-motivated.

IB makes us look at situations from different perspectives.

Classes are tied together and are related to each other.

In IB, we are learning different methods to learn.

Teachers will teach things in different ways so that they can cover as many learning styles as possible.

I feel it is okay to question my teachers if I don't understand what they have taught me.

I am able to choose projects that I am completely comfortable with.

In gym class, we are assessed on the IB concepts.

Is IB harder than the regular classes? I'm not going to lie, I don't think about it. I just do it.

Evaluating and reflecting on my volunteer hours makes me go back and think about what I did and why I did it.

I like the choices of reflections. We have options like blogs, scrapbooks, a newspaper article, and speeches.

IB makes me realize that there is a bigger world and it allows me to see the connection I have with it.

I like the open-ended questions. We read the "Cry of the Beloved Country" and we wrote an essay over the different themes. There were no right or wrong answers as long as we could support what we wrote. It made me think.

In English, we have to support our feelings and opinions with facts.

I don't think that IB affects bullying at North High School because it is such a large school and we are such a small population.

IB does really challenge you to expand from the average student.

What we learn in IB will prepare us for the real world.

IB makes you more of a risk-taker and not afraid to take on things that might challenge you.

When my family moved to Nebraska, they moved to Millard because of the IB program.

IB has helped me learn to focus and helps with time management.

IB-MYP is a great gateway for the IB Diploma Program.

I would recommend IB-MYP to people who are willing to push themselves.

IB ties school and academics to the world around me.

School does not end once I leave the building. The activities we do carry outside of the classroom to the real world.

IB allows me to take what I learn at school and use it in the world.

Class Size Comparison

North Middle School

6th, 7th, and 8th grade MYP students are assigned to academic teams as well as exploratory classes such as Art, Computers and Physical Education and World Languages exclusively apart from their peers who do not participate in MYP. The following table represents a comparison of the average class of MYP and Non-MYP core classes.

Grade	Average Class Size
6 Non-IB	22
6 IB	22
7 Non-IB	25
7 IB	25
8 Non-IB	23
8 IB	26

In its inception, 9th and 10th grade IB-MYP students share the classroom with Non-MYP students. There are no course sections that are exclusively assigned to IB-MYP students in these grades. Beginning in August of 2009 students who enrolled in the IB-MYP are grouped in common class sections in order to create a more cohesive base for instruction and a richer IB-MYP culture. All 9th and 10th grade students who are then dispersed among these grouped sections will receive the benefit of the International Baccalaureate instructional model in Language Arts, Science, Math, Social Studies, World Languages, Technology, and Physical Education.

Program Costs

Personnel Costs North Middle School

Of the 821 students who attend Millard North Middle School, 519 or 63% of the students participate in the IB-MYP. The per-pupil expenditure of \$2,720.23 for this program is, down by \$654 from last fiscal year, and comparable to the cost for non-program students.

Department	Instructional Periods with IB students only	FTE	Salary and Benefits*
Math	17	2.9	\$188,500.00
Science	17	2.9	\$188,500.00
English	17	2.9	\$188,500.00
Reading	12	2	\$130,000.00
Social Studies	17	2.9	\$188,500.00
Team Study	16	2.7	\$175,500.00
World Lang.	10	1.7	\$110,500.00
General Music	2.2	.37	\$24,050.00
Industrial Tech	2.2	.37	\$24,050.00
Computers	2.2	.37	\$24,050.00
Physical Ed.	6	1.0	\$65,000.00
Family Cons.	2.2	.37	\$24,050.00
Health	2.2	.37	\$24,050.00
Art	2.2	.37	\$24,050.00
Orchestra	3	.5	\$32,500.00
Totals	128.2	21.72	\$1,411,800.00

*Based on an average salary of \$65,000.00

Personnel Costs North High School

9th and 10th grade IB-MYP students share classes with Non-IB students at MNHS. As a result, many of the 9th and 10th grade students receive instruction using the IB instructional model. The per-pupil cost for FTE per instructional period at Millard North High school is \$3846.35. There is no personnel cost difference for IB-MYP students and Non-IB-MYP Students at this school. A .5 FTE allocation is provided from within the building points for IB-MYP coordinator at North High.

Training Costs North Middle School

Number of Staff	Level of Training	Cost
23	Levels I and 2	\$24,847.40

Dues and Unique Supplies

Supplies	IB Dues
\$2,990.80	\$5000.00

Training Costs North High School

Number of Staff	Level of Training	Cost
63	Levels I, II, and III	\$22,742.62

Curriculum Writing

Number of Staff	Cost
4	\$560.00

Supplies

Supplies
\$190.00

Dues

MYP Dues	Satellite School Charge
\$6,620.00	\$662.00 (10% of dues)

Building Input

Both IB-MYP building coordinators, Scott Ingwerson and Maureen Preble met two times a month to discuss and develop IB-MYP topics in the 2008-09 school year. Amber Ripa, the took on the role as the new IB-MYP coordinator MNHS in the 2009-10 school year. Amber was included in the planning for the 2009-10 school year. These meetings were focused on the program as a whole. The goal was to help create a smooth transition for our students who are a part of the IB-MYP program from one building to the next.

Scott and Amber planned to complete staff development activities together that would allow both building staff members to further explore the IB-MYP program. During the 2009-10 school year we have set aside common planning time for all IB-MYP teachers form both buildings to allow continuing to develop the program in Millard Public Schools. These topics may include the vertical articulation of IB-MYP assessment, the scope and sequence of MPS curriculum through the IB lens and the vertical alignment for the use of the area of interactions.

Both of the program coordinators worked together to create a 194th day contract day class for IB-MYP teachers. This class was focused on the development of Unit Planners, a requirement within the IB-MYP program.

In the 2008-09 school year both the NMS and MNHS staff attended a joint staff development session at MNHS. This session focused on the vertical articulation of the IB-MYP methods such as guiding questions and the influence of the areas of interaction as well as curriculum taught within the program.

Summary

The Millard North Middle School strategic plan team in alignment with the district strategic plan, in 2002 determined that the school needed a rigorous alternative to the traditional middle level program that would further challenge advanced level students. It was also the intent of the team to address a declining enrolment at North Middle School during that time. Millard North High School in turn, adopted the 9th and 10th grade component of the program.

Consistent with previous evaluations of this program, students in IBMYP exhibit strong academic performance on a consistent basis from grade level from grades 6 through 10. It is clear that the IBMYP has increased student enrollment at North Middle School and has brought the desired level of rigor to the classrooms. The program seems to attract a large number of 9th graders to Millard North High School, but the number of students participating in the program drops off somewhat significantly (43% from 08-09 to 09-10) from grade 9 to grade 10.

Multiple measures indicate that there is a high level of satisfaction with the program at both Millard North High School and North Middle School by students and parents. It should be noted that in comparison to the 2008-2009 evaluation of this program, parent participation in the survey regarding IBMYP increased significantly at North High due to the efforts of the staff to engage the parents in the evaluation process. Likewise, student feedback yielded from focus groups at both the middle and high schools indicated an improved “IBMYP” feel to the experience throughout the program.

It is clear that the two schools have made a significant effort to work with one another to create continuity within the program, and Millard North High School has made significant efforts to schedule IBMYP students in sections that are almost exclusively IB in terms of student composition. All of the efforts that the staff at both buildings appears to be strengthening the program from grades 6 through 10.