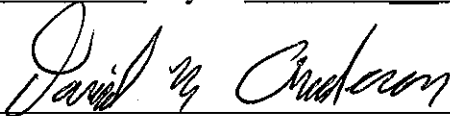


**ACKNOWLEDGMENT OF RECEIPT
OF NOTICE OF MEETING**

The undersigned members of the Board of Education of Millard, District #017, Omaha, Nebraska, hereby acknowledge receipt of advance notice of a special meeting of said Board of Education and the agenda for such meeting held at 6:30 P.M. on MARCH 7, 2011, at Don Stroh Administrative Center 5606 South 147th Street Omaha, NE 68137


Dated this 7th day of MARCH, 2011.



Dave Anderson - President



Linda Poole - Vice President




Mike Kennedy - Secretary



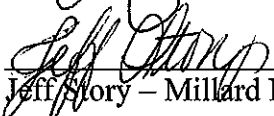
Mike Pate - Treasurer



Julie Kamas



Patrick Ricketts



Jeff Story - Millard North High School



Isis Hernandez - Millard South High School

Alison Brokke - Millard West High School

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

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 8:30 p.m. on Monday, March 7, 2011 at 5806 South 147th Street, Omaha, Nebraska.

An agenda for such meeting, kept continuously current, is available for public inspection at the Office of the Superintendent at 5806 South 147th Street, Omaha, Nebraska.

MICHAEL KENNEDY
Secretary

3-4-11

**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

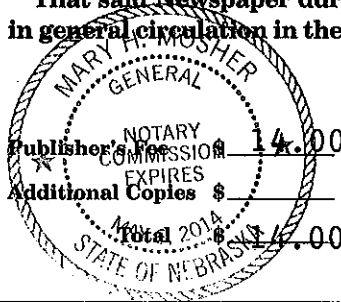
being duly sworn, deposes and says that she is

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

March 4, 2011

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 4th day of

March 20 11

Notary Public in and for Douglas County,
State of Nebraska

BOARD OF EDUCATION MEETING

MARCH 7, 2011

NAME:

REPRESENTING:

Elisha-Kim Desmangles	Millard North HS
Bethany Redlinger	Rockwell
Chas Boggs	Millard West
Kent, Shari, Katie, Nicholas Schroeder	Millard North
Emily, Wm, Maria Lander	Millard South
John Handel, Lorraine Handel	Millard North
Kristen Wells	Millard West
Taylor Vittitoe	Millard West
Brittany Rom	Millard South
Joe Farley	Millard West
DJ Arthur	Millard West
Amanda Schumacher	Millard West
Becky Gomez	Millard South
Brian Janning	Millard North
Amy Bollinger	Rockwell
Cinnamon Aldridge	Millard West
Cody Largent	Millard West
Ruomen (Peter) Pei	Millard West
Dayle Muzer	Millard West
Liz Ehly	Millard West

BOARD OF EDUCATION MEETING

MARCH 7, 2011

NAME:

REPRESENTING:

Michael Bebar	MWHS
Pam Amse	Rockwell
Zach Holm	MNHS
Kent Holm	"
Tina Schwann	MSHS
Marta Medina	Rockwell
Betty Coppola	" "
Damon Hopkins	MWHS
Aunt, Jimmy Ryan + Bren Conklin	MNHS
Adam, Mary, + Lance Graves	MNHS
Christopher Davidson	MNHS
Mary Erickson	MEA
David Ricart	MNHS
Maggie Williams	MNHS
Mary Janning	MNHS
Michael Janning	MNHS
Patricia Bauerke	Rockwell
Jim Farley	MNHS
Bill Ritchie	MNHS parent
Emma Pitter	MWHS

BOARD OF EDUCATION MEETING

MARCH 7, 2011

<u>NAME:</u>	<u>REPRESENTING:</u>
Charlotte, Roger + Sarah Van Sike	Millard Student
Tony, Debi + AJ Barakat	Millard South
Eric + Kathy Nelson	Millard South
BE DAWN SAMANTHA Stock	" "
John Meng - Frecker	E&A Consulting Group, Inc.
Nitii Magam	Millard Student
Bupin Boser	Millard Student
LARRY RAKHUN	MNHS
John, Colleen, Matt, Lara Thiem	MNHS
Trace, Kari + Kristin Grether	MWHS
Ann Castater	MWHS
Shanna Wilwerding	Rockwell
Susan Ringler	Upchurch
Taylor + Melissa Anderson	millard South
John Keith	MWHS
Jody + Zac Lindquist	MWHS
Kayla Hechner	MWHS
Kelly Hudak	MWHS
Greg Preston	MWHS
MARCI BEBOW	MWHS

BOARD OF EDUCATION MEETING

MARCH 7, 2011

NAME:

REPRESENTING:

Reg Boice	Rockwell
Karen Marble	Reeder & Bryan
Jarut Williams	MNHS
Julia Gomez	MSHS
Lesley Harrison-Roland	MPS Orchestra
Jimmy Ineeden	Millard West.
Megan Stump	Millard PA Orchestra
Eric Berglund	MNHS
Tyler Roberts	Millard North
Brian Nelsen	Millard South
Rebecca Ramm	Millard North
Michael Maier	self
Brenda Redder	H.O.
Cindy L. Lippincott	MNHS Parent.
Sean Swanson	MNHS Parent
Pam White	Upchurch/Rockwell
Arthur Mayne	Millard West HS
Jerry Be	Millard North Parent

BOARD OF EDUCATION MEETING

MARCH 7, 2011

NAME:

REPRESENTING:

Angela Ferguson

Millard Orchestra

Dana Coury

Millard North

Calie Bantz

Millard North

Andrew Filippini

Millard North Band

Mike, Deb, Sydney Morris

Millard South Band

~~Kevin + Kari Johnson~~

M. South

Zerry Houston

Holling Heights

Dawn Coury

millard North

Cynthia Bailey

MPS Leadership Academy/Cody

Andy DeFreece

Neihardt Elem.

Kathie Simpson

Millard West

Jillie Salt

Rockwell

BOARD OF EDUCATION MEETING

MARCH 7, 2011

NAME:

REPRESENTING:

Katei Mueller	Rockwell
Callie Olson	MNHS
Jessica Mai	MNHS
Jessica Lu	MNHS
Greer McCain	MNHS
Deb Preston	MNHS
Andrew Ritorie	MNHS
Yasmeen Bora	MNHS
Trish & David Seley	Rockwell
honor wells	Kristen Wells MNHS
Suzie Stoddard	Millard West
Dawn McClannan	MNHS
Pylan Evers	MNHS
Krista Leighty	MNHS
Seth Kurfman	MNHS
Allison Brown	Millard North Middle School
Josh Temple	MNHS
Brad Sullivan	Bryan Elementary
Ken + Cindy Filippini	MNHS

BOARD OF EDUCATION MEETING

MARCH 7, 2011

NAME:

REPRESENTING:

Sara Atkins	MNHS
Spencer Pereira	MNHS
Spencer Krenke (Wagner)	MNHS
Spencer Michelle (Krenke)	MNHS
Kurtis Johnson	MSHS
SUSAN KELLEY	WILLOWDALE
Camille Hinz	Kiewit
Dan Idunian	MNHS
Rex Banker	MSHS
Mike Stopak	IBEW Local 22
Jean Wesley	Prim-Rockwell



BOARD OF EDUCATION
MEETING



MARCH 7, 2011

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

BOARD MEETING
6:30 P.M.

STROH ADMINISTRATION CENTER
5606 SOUTH 147th STREET
MARCH 7, 2011

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 – February 21, 2011
2. *Approval of Bills
3. *Receive the Treasurer's Report and Place on File
4. Summary of Committee of the Whole Meeting – February 28, 2011

F. Information Items

1. Employees of the Month
2. Showcase: All State High School Musicians
3. Superintendent's Comments
4. Board Comments/Announcements
5. Student Representatives Comments

G. Unfinished Business:

H. New Business

1. Approval of Millard South High School Parking and Use Agreement
2. Approval of Increase of Meal Prices 2011-2012
3. Award Contract for Cather Fire Alarm Replacement Project
4. Award Contract for Rockwell HVAC Project
5. Award Contract for Millard North High School Soccer Bleacher Paving Project
6. Award Contract for Morton Elementary Playground Erosion Project
7. First Reading of Policy 10001 – Site-Based Planning and Management – Mini-Magnets
8. Approval of Elementary Learning Center Grant
9. Approval of Advertising Contract
10. Approval of Personnel Actions: Leaves of Absence, Resignations and New Hires
11. Negotiation (Executive Session)

I. Reports

1. Enrollment Report
2. Legislative Update

J. Future Agenda Items/Board Calendar.

1. Committee of the Whole Meeting on Monday, March 14, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
2. Board of Education Meeting on Monday, March 21, 2010, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
3. Board of Education Meeting on Monday, April 4, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street

Agenda
March 7, 2011
Page 2

4. Board of Education Meeting on Monday, April 18, 2010, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
5. Board of Education Meeting on Monday, May 2, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
6. Committee of the Whole Meeting on Monday, May 9, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
7. Board of Education Meeting on Monday, May 16, 2010, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
8. 2011 Graduation on Saturday, May 28, 2011 at Civic Auditorium – Millard North at 10 a.m., Millard South at 1 p.m., and Millard West at 4 p.m.

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
MARCH 7, 2011

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 – February 21, 2011 (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.)
- E.4. Summary of Committee of the Whole Meeting – February 28, 2011
- F.1. Employees of the Month
- F.2. Showcase: All State High School Musicians
- F.3. Superintendent’s Comments
- F.4. Board Comments/Announcements
- F.5. Report from Student Representatives
- H.1. Motion by _____, seconded by _____, to approval the Parking and Cooperative Use Agreement between the District and Devine Shepherd Lutheran Church as submitted and that the Associate Superintendent for General Administration be authorized and directed to execute such Agreement on behalf of the District (See enclosure.)
- H.2. Motion by _____, seconded by _____, to approve that meal prices for school year 2011-2012 be established as follows: Elementary School Breakfast (\$1.30) and Lunch (\$2.05); Middle School Breakfast (\$1.55) and Lunch (\$2.25); High School Breakfast (\$1.80) and Lunch (\$2.50 and \$3.00); and that adult meal prices be set at the minimum level required by state and federal regulations (See enclosure.)
- H.3. Motion by _____, seconded by _____, to approve the contract for the Cather Fire Alarm Replacement Project be awarded to Hiller Electric Company in the amount of \$67,500 as submitted in their bid of February 15, 2011; and, further, that the associate superintendent for general administration be authorized and directed to execute any and all documents related to such project (See enclosure.)
- H.4. Motion by _____, seconded by _____, to approve the contract for the Rockwell HVAC Project be awarded to N. Pitlor & Sons in the amount of \$174,900 as submitted in their bid of February 15, 2011; and, further, that the associate superintendent for general administration be authorized and directed to execute any and all documents related to such project (See enclosure.)
- H.5. Motion by _____, seconded by _____, to approve the contract for the MNHS Soccer Bleacher Project be awarded to Mackie Construction, LLC in the amount of \$59,766.54 as submitted in their bid of February 16,

Administrative Memorandum
 March 7, 2011
 Page 2

2011; and, further, that the associate superintendent for general administration be authorized and directed to execute any and all documents related to such project (See enclosure.)

- H.6. Motion by _____, seconded by _____, to approve the contract for the Morton Elementary Playground Erosion Project be awarded to Dostals Construction Company, Inc. in the amount of \$48,960.40 as submitted in their bid of February 17, 2011; and, further, that the associate superintendent for general administration be authorized and directed to execute any and all documents related to such project (See enclosure.)
- H.7. First Reading of Policy 10001 – Site-Based Planning and Management – Mini-Magnets (See enclosure.)
- H.8. Motion by _____, seconded by _____, to approve the Learning Community Elementary Learning Center Pilot Program Agreement (Subcouncil #4) (See enclosure.)
- H.9. Motion by _____, seconded by _____, to approve the contract for the installation and maintenance of electronic advertisement displays in Lyle Buell Stadium as well as the sales of advertisement panels for the electronic displays in Lyle Buell Stadium be awarded to ScoreTables by Design for the 2011-2012, 2012-2013, 2013-2014, and 2014-2015 school years and that the Director of Activities and Athletics be authorized and directed to execute the contract as well as any and all other documents related to such contract (See enclosure.)
- H.10. Motion by _____, seconded by _____, to approve Personnel Actions: Leaves of Absence, Resignations, and New Hires (See enclosures.)
- H.11. Negotiation (Executive Session)

I. Reports:

1. Enrollment Report
2. Legislative Update

J. Future Agenda Items/Board Calendar

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3. Board of Education Meeting on Monday, April 4, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
4. Board of Education Meeting on Monday, April 18, 2010, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
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6. Committee of the Whole Meeting on Monday, May 9, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street
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8. 2011 Graduation on Saturday, May 28, 2011 at Civic Auditorium – Millard North at 10 a.m., Millard South at 1 p.m.; and Millard West at 4 p.m.

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.

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.

MILLARD PUBLIC SCHOOLS
SCHOOL DISTRICT NO 17

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, February 21, 2011, at the Don Stroh Administration Center, 5606 South 147th Street.

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

Absent: Linda Poole

Notice of this meeting was given in advance thereof by publication in the Daily Record on Friday, February 18, 2011; 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.

Dave Anderson called the meeting to order and announced the public meeting Act is posted on the wall and available for public inspection. Mr. Anderson asked everyone to say the Pledge of Allegiance.

Roll call was taken and members present were: Dave Anderson, Michael Pate, Julie Kannas, Patrick Ricketts, and Mike Kennedy. Absent was Linda Poole.

Motion by Mike Kennedy, seconded by Julie Kannas, to excuse Linda Poole from the meeting, upon roll call vote, all members voted aye. Motion carried.

Comments from the Public: Molly Erickson, MEA President, urged the Board of Education to oppose the NASB resolution in regards to the CIR.

Motion by Mike Kennedy, seconded by Julie Kannas, to approve the Board of Education Minutes from January 31, 2011, to approve the bills, and receive the treasurer's report and place on file, upon roll call vote, all members voted aye. Motion carried.

Dave Anderson summarized the Board Committee of the Whole meeting held on Monday, February 14 2011. The topic for discussion was legislation.

Showcase highlighted Kathi Smith, who received her national certification for teachers. This is the highest certification teacher can receive.

Employees of the Month for February were Bastian Derichs, bilingual family-school liaison and Shelley Boyd, District Social Worker.

Superintendent's Comments:

1. Last week Dr. Lutz attended the Educational Research Development Institute conference and the American Association of School Administrator's Convention. In a couple of years two organizations, AASA and the NSBA, will combine together for a conference due to the lack of attendance at the individual conferences.
2. There will be legislative hearings on Tuesday for four bills associated with the Learning Community. Mike Pate will testify for Millard on the bill to change the governance of the Learning Community.

Board of Education Minutes
February 21, 2011
Page 2

3. On Tuesday evening there will be a meeting with parent representatives from each of the buildings. The topics will be security and safety, and budget.
4. On Thursday there will be a meeting of the Learning Community sub council #4 at the Elkhorn Board of Education Office at 1:30 p.m. Normally, Rick Kolowski, Dwite Pedersen and Mike Pate attend, but Rick Kolowski is out of town.
5. Next Monday, February 28, 2011 there will be a Committee Meeting devoted to the FYE12 budget. Ken Fossen will start with the macro issues and recommendations for possible cuts to this budget.
6. There are two elementary principal positions open. There may be some moving around of veteran principals, and have newer principals at smaller buildings.

Board Comments:

Mike Pate reported that he sent a copy of the letter he sent to Rick Kolowski in regards to the data they think they are entitled too. He said he hopes everyone had the opportunity to read it. Mr. Pate said there is no dialog between the Learning Community and the local school districts, and he seems to be the only one who will ask questions of the Learning Community. The Learning Community has their own agenda, which puts a strain on any kind of relationship between them and the school districts. Several of the legislators were sent a copy of the letter that went to Rick Kolowski.

Mr. Pate noted that another concern is the possibility of the Learning Community being assigned the responsibility of the truancy issues.

During the last Learning Community board meeting the Chief Operating Officer was approved for a two year contract starting at \$115,000. One concern here is that the Chief Operating Officer only reports to the Learning Community Chair, as opposed to the way school districts are run with the superintendent responsible to the board of education. He was not sure this is the best procedure, but it is specified in the by-laws that way.

Patrick Ricketts was appreciative for the legislative update last week.

Mr. Ricketts reported that he attended the fundraiser at Millard South last Friday. He said that 2,000 tickets had been sold for the spaghetti feed. He will be attending the mock interviews at Millard West this Thursday.

Dave Anderson stated he had received copies of two Legislative Resolutions from Senator Rich Pahls who introduced them in the legislature. The two resolutions related to the events that occurred at Millard South High School. Millard South received copies of the resolutions from Senator Pahls, also.

Mr. Anderson said he attended the Federal Relations Network Conference as a member of the NASB Board. Linda Poole and Mike Kennedy also attended the conference as representatives from Millard. There was a day on the hill where there was the opportunity to meet with Senator and Congressmen Representatives from Nebraska. The only Congressman not seen was Fortenberry, but a meeting was held with his aides.

Mr. Anderson commented on what a good job Disney Elementary did for their One Disney One Book event.

Mr. Anderson thanked Bob Snowden, Jeff Edward, and the Millard Alumni Association for the phenomenal job they did in regards to the fundraiser at Millard South. On Saturday night Millard South held a 40 Assets Family Fun night, which was also very well done.

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February 21, 2011
Page 3

On Thursday night the elementary culinary competition will be held at Millard South High School with the judging to begin at 5:15 p.m.

Mr. Anderson announced that many buildings are inviting various people to be readers during the next few weeks.

Mike Kennedy provided the final reading of Policy 6625 – Curriculum, Instruction, and Assessment – School Libraries. Motion by Mike Kennedy, seconded by Mike Pate, to approve Policy 6625 – Curriculum, Instruction, and Assessment – School Libraries, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Pate, seconded by Julie Kannas, to approve the Capacity Standards for Open/Option Enrollment for 2011-2012, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Mike Pate, that the District recognize EPAM as the collective bargaining agent for paraprofessionals in the District; and further that the District meet and confer with EPAM to negotiate the FYE12 employment contract for said employee group at times and places mutually agreed to by the parties, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Julie Kannas, to appoint Jim Sutfin, Kevin Chick, and Chad Meisgeier for the district's negotiations team for collective bargaining related to the FYE12 employment contract for educational paraprofessionals; and that the Board appoints Chad Meisgeier as the lead negotiator for the team, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Julie Kannas, that the contract for the Reeder Elementary School Additions project be awarded to Construct Inc. in the amount of \$1,344,000 and that the associated superintendent for general administration be authorized and directed to execute any and all contracts related to such project, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Patrick Ricketts, (1) that the Coventry subdivision be re-assigned to Reeder Elementary attendance area commencing July 1, 2011, (2) that all students in such subdivision who are currently attending Reagan Elementary be permitted to continue their education in such school, and (3) that all siblings of such current students also be permitted to attend Reagan Elementary in the future, provided another sibling is in attendance in Reagan Elementary at the time of initial enrollment, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Julie Kannas, to adopt the resolution on the CIR and Helping Local Boards, upon roll call vote, Mike Kennedy, Julie Kannas, Patrick Ricketts, and Mike Pate voted aye. Dave Anderson voted nay. Motion carried.

Motion by Mike Pate, seconded by Julie Kannas, that the District recognize SEIU Local 226 as the collective bargaining agent for permanent custodians, grounds maintenance, and maintenance personnel in the District; and further that the District meet and confer with SEIU Local 226 to negotiate the FYE12 employment contract for said employee group at times and places mutually agreed to by the parties, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Mike Pate, that the Board appoint Ken Fossen, Duncan Young, Bob Snowden, and Chad Meisgeier for the District's negotiations team for collective bargaining related to the FYE12 custodian employment contract; and that the Board appoint Chad Meisgeier as the lead negotiator for the team, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Julie Kannas, to reaffirm Policy 4510 – Human Resources – Leaves of Absence and Rule 4510.13 – Human Resources – Inclement Weather, upon roll call vote, all members voted aye. Motion carried.

Board of Education Minutes
 February 21, 2011
 Page 4

Motion by Mike Kennedy, seconded by Julie Kannas, to approve Rule 4510.1 – Human Resources – Illness, Injury, Disability; Rule 4510.2 – Human Resources – Long Term Disability: Group Income Protection Plan; Rule 4510.3 – Human Resources – Business and Emergency Leave; Rule 4510.4 – Human Resources – Leave without Pay; Rule 4510.5 – Human Resources – Extended Leave without Pay; Rule 4510.6 – Human Resources – Family and Medical Leave Act; Rule 4510.7 – Human Resources – Perpetually Infectious Diseases; Rule 4510.8 – Human Resources – Family Death Leave; Rule 4510.9 – Human Resources – Professional Leave; Rule 4510.10 – Human Resources – Association Leave; Rule 4510.11 – Human Resources – Sabbatical Leave; Rule 4510.12 – Human Resources – Jury Duty: Election Boards – Subpoenas; Rule 4510.14 – Human Resources – Uniform Service Leave (Military Leave of Absence); Rule 4510.15 – Human Resources – Pre-Retirement Seminars; upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Julie Kannas, to reaffirm Policy 5495 – Pupil Services – Corporal Punishment and Physical Contact and Rule 5495.1 – Pupil Services – Corporal Punishment and Physical Contact, upon roll call vote, all members voted aye. Motion carried.

Motion by Patrick Ricketts, seconded by Julie Kannas, to approve Rule 5495.2 – Pupil Services – Restraint and Seclusion, upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Kennedy, seconded by Julie Kannas, to approve Rule 6625.1 – Curriculum, Instruction, and Assessment – School Libraries; Rule 6625.2 – Curriculum, Instruction, and Assessment – School Libraries; Rule 6675.1 – Curriculum, Instruction, and Assessment – Exempt Schools: Requests for Programs, Services or Materials; Rule 6680.1 – Curriculum, Instruction, and Assessment – Nonpublic Schools: Requests for Programs, Services; upon roll call vote, all members voted aye. Motion carried.

Motion by Mike Pate, seconded by Julie Kannas, to approve Administrator for Hire – Bill Jelkin, Director of Pupil Services, upon roll call vote, all members voted aye. Motion carried.

Motion by Patrick Ricketts, seconded by Julie Kannas, to approve Personnel Actions: Leaves of Absence: Kimberly Denton, Amy Hougland, Lisa Nielsen, Anna E. Henning, Molly B. Erickson, Jessica A. Wells, and Laurie L. Stine; Resignations: Traci Hanel, Kim Baker, Ian Harden, Susan Engebretson, Voluntary Separation Program: Darlene W. Czaja, Amy J. Friedman, Normal A. Melichar, Bryan A. Lubbers, Mary Feilmeier, Linda S. Ferguson, Jerri Wesley, Juanita Yeager, Marcee L. Timmermans, Barbara D. Starmer, Timothy M. Abts, Nancy J. Carver, Jacqueline K. Jacox, Carol L. Clark, Terry D. Gordon, Ilene Kelly, and Kathleen K. Torres, and New Hire: Lori L. Adam, upon roll call vote, all members voted aye. Motion carried.

Dave Anderson delayed negotiation for the end of the meeting in Executive Session.

Reports: Enrollment Report, Legislative Update, Technology Report, and Senior Status on ELOs.

Future Agenda Items/Board Calendar: Board of Education Meeting will be held on Monday, March 7, 2011 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, March 14, 2011 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, March 21, 2010, 2011 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, April 4, 2011 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, April 18, 2010, 2011 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, May 2, 2011 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, May 9, 2011 at 6:30 p.m. at the Don Stroh Administration

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February 21, 2011
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Center, 5606 South 147th Street. A Board of Education Meeting will be held on Monday, May 16, 2010, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street.

Dave Anderson asked for a motion to go into Executive Session for the purpose of negotiation.

At 7:59 p.m. Mike Pate made a motion, seconded by Julie Kannas, to go into Executive Session for the purpose of negotiation, upon roll call vote, all members voted aye. Motion carried.

Dave Anderson said the board will go into Executive Session for the purpose of negotiation.

Motion by Mike Pate, seconded by Mike Kennedy, to come out of Executive Session, upon roll call vote, all members voted aye. Motion carried.

David Anderson adjourned the meeting.



SECRETARY

Millard Public Schools
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Check No	Vend No	Vendor Name	Amount
321350	138539	TERENCE G CABRAL	900.00
321351	135661	CREIGHTON PREP	14.00
321352	133261	ANGELA M DIEHM	300.00
321353	138496	WRIGHT EXPRESS FINANCIAL SVCS CORP	19,374.42
321354	138503	GERALD A KELLOGG II	300.00
321355	056917	PENNY H KOWAL	433.00
321356	100058	LINCOLN EAST HIGH SCHOOL	586.00
321357	100058	LINCOLN EAST HIGH SCHOOL	230.00
321358	100058	LINCOLN EAST HIGH SCHOOL	91.00
321359	100058	LINCOLN EAST HIGH SCHOOL	355.00
321360	100058	LINCOLN EAST HIGH SCHOOL	241.00
321361	133403	AMERICAN NATIONAL BANK	2,291.34
321362	064800	METRO UTILITIES DISTRICT OF OMAHA	9,275.94
321364	070810	OMAHA PUBLIC SCHOOLS	60.00
321365	134296	PETTY CASH/ALDRICH	85.71
321366	138538	DENISE M RIEDER	150.00
321367	138476	MARRIOTT HOTEL SERVICES INC	552.60
321368	138476	MARRIOTT HOTEL SERVICES INC	0.00
321369	138476	MARRIOTT HOTEL SERVICES INC	552.60
321370	068839	UNIVERSITY OF NEBRASKA KEARNEY	70.00
321371	107354	STEPHEN W. VENTEICHER	600.00
321372	135863	RUDOLPH A VLCEK III	150.00
321373	133224	JEFF WARNOCK	150.00
321374	138537	JUSTIN L WILLIAMSON	300.00
321387	138539	TERENCE G CABRAL	1,200.00
321388	135663	COLUMBUS HIGH SCHOOL	200.00
321389	138547	DANIEL P CONWAY	450.00
321390	108436	COX COMMUNICATIONS INC	43,957.06
321391	133261	ANGELA M DIEHM	150.00
321392	131352	DOUGLAS COUNTY SCHOOL DISTRICT 10	415.00
321395	133397	HY-VEE INC	2,821.63
321396	132878	HY-VEE INC	395.62
321397	049850	HY-VEE INC	1,324.78
321398	138549	JARED LANGEMEIER	275.00
321399	100058	LINCOLN EAST HIGH SCHOOL	120.00
321400	065233	MIDWEST TURF & IRRIGATION INC	549.38
321401	099928	NATIONAL FORENSIC LEAGUE	75.00
321403	067027	NEBRASKA STATE BANDMASTERS ASSN	130.00
321404	107732	BRIAN L NELSON	150.00
321405	106344	NFL NEBRASKA DISTRICT	130.00
321406	106344	NFL NEBRASKA DISTRICT	480.00
321407	106344	NFL NEBRASKA DISTRICT	230.00
321408	070810	OMAHA PUBLIC SCHOOLS	65.00
321409	138175	TIMOTHY J OWENS	112.50
321410	138538	DENISE M RIEDER	50.00
321411	081630	SAM'S CLUB DIRECT	92.61

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Check No	Vend No	Vendor Name	Amount
321413	107354	STEPHEN W. VENTEICHER	300.00
321414	135863	RUDOLPH A VLCEK III	200.00
321415	133224	JEFF WARNOCK	150.00
321416	138537	JUSTIN L WILLIAMSON	450.00
321417	138505	DANIEL P WOOTTON	212.50
321418	010040	A & D TECHNICAL SUPPLY CO INC	237.77
321419	107252	AA WHEEL & TRUCK SUPPLY INC	235.76
321420	131632	AC AWARDS INC	30.00
321421	109853	ACCESS ELEVATOR INC.	430.00
321423	010003	ACT INC	250.00
321424	133402	KAREN S ADAMS	44.32
321425	102832	ADVANCED OFFICE INTERIORS CORP	247.20
321426	136621	LAURA L AGUILAR	198.76
321427	010809	AIRCAD INC	1,285.00
321428	108351	AIRGAS NORTH CENTRAL INC	33.38
321429	133620	AKSARBEN PIPE & SEWER CLEANING LLC	416.00
321430	136365	ALEGENT HEALTH	4,916.66
321431	010946	JEFFREY S ALFREY	93.00
321432	011051	ALL MAKES OFFICE EQUIPMENT	360.44
321433	108271	DAVE ALLOCCO	50.00
321435	107651	AMAZON.COM INC	1,348.36
321436	012050	AMERICAN LIBRARY ASSOCIATION	2,040.10
321437	069689	AMSAN LLC	382.14
321438	138548	DANIELLE M ANDERSON	37.38
321439	012850	ANDERSON INDUSTRIAL ENGINES CO INC	527.25
321440	131265	JILL M ANDERSON	64.77
321442	101318	ANTHRO CORP	38.64
321443	138550	APPERSON PRINT RESOURCES INC	987.05
321444	012989	APPLE COMPUTER INC	854.00
321445	133770	DIANE ARAUJO	39.47
321446	132214	ARTS FOR ALL	1,072.96
321447	106207	ASCD	577.00
321448	134235	SARAH A ASCHENBRENNER	86.90
321449	013496	ASCD	43.90
321450	134427	AUTISM ASPERGERS PUBLISHING CO	55.92
321451	138291	AUTISM CENTER OF NEBRASKA INC	12,027.30
321452	102237	AUTO STATION	507.04
321454	108092	ARNOLD MOTOR SUPPLY LP	1,648.39
321455	132453	CAROLE J BACKHUUS	30.00
321456	016302	BADGE-A-MINIT LTD	66.95
321457	016295	BADGER BODY & TRUCK EQUIPMENT CO	333.00
321458	109852	BAER SUPPLY	398.07
321459	135245	BAHR VERMEER HAECKER ARCHITECTS	12,768.00
321460	017908	REX J BARKER	41.82
321462	099646	BARNES & NOBLE BOOKSTORE	16,435.06
321463	132608	BARNES DISTRIBUTION	306.53

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Check No	Vend No	Vendor Name	Amount
321464	017877	CYNTHIA L BARR-MCNAIR	91.90
321465	135319	DONNA BARTEK	40.00
321466	107979	LORI A BARTELS	73.19
321467	133359	TERA BASS	260.00
321468	099749	BAUDVILLE INC	41.00
321469	136272	BEAR CONSTRUCTION INC	1,770.00
321470	130625	SUE Z. BEERS	2,874.45
321471	107540	BRIAN F BEGLEY	341.67
321472	101062	BENNINGTON EQUIPMENT INC	293.15
321473	134884	JULIE K BERGSTROM	965.66
321474	133480	BERINGER CIACCIO DENNELL MABREY	17,824.50
321475	018705	HAIAR & HAIAR INC	123.24
321476	134945	NOLAN J BEYER	121.38
321477	132976	BIO-RAD LABORATORIES	347.15
321478	019111	BISHOP BUSINESS EQUIPMENT	4,089.52
321479	137222	ALEXANDER LYNN BLACK	50.00
321480	134478	TIFFANY M BOCK SMITH	40.29
321481	130899	KIMBERLY M BOLAN	170.34
321483	138497	BOSS ELECTRIC LLC	6,466.24
321484	019559	BOUND TO STAY BOUND BOOKS INC	6,905.45
321485	019835	BOYS TOWN NATIONAL	3,536.24
321486	138485	BENJAMIN J BRACHLE	870.73
321487	130576	PAMELA A BRENNAN	174.42
321488	138551	COLIN B BROWN	300.00
321489	133824	NANCY A BROWN	15.61
321490	F03040	BUSCH SYSTEMS INTERNATIONAL LLC	1,311.65
321491	099431	BUSINESS MEDIA INC	1,689.95
321492	020800	JANET S BUTLER	37.95
321493	134237	SCOTT G BUTLER	29.94
321494	137274	EILEEN CABRERA	20.56
321495	023831	CALLOWAY HOUSE INC	91.75
321497	138552	ANGELA M CARTER	51.53
321498	131158	CURTIS R CASE	30.10
321499	133970	CCS PRESENTATION SYSTEMS	481.44
321500	133589	CDW GOVERNMENT, INC.	3,908.18
321501	136560	CAITLIN CEDFELDT	50.00
321502	132206	NCH CORPORATION	137.50
321503	135648	SUSAN M CHADWICK	41.92
321504	134043	MALCOLM K CHAI	334.40
321505	018865	CHANNING BETE COMPANY INC	243.18
321506	132271	ERIK P CHAUSSEE	56.10
321507	106851	CHILDREN'S HOME HEALTHCARE	18,865.00
321508	025076	COLLEEN R CHRISTENSEN	14.06
321509	025197	CITY OF OMAHA	90,293.39
321510	132581	CLARITUS	777.00
321511	025235	DALE CLAUSEN	133.62

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Check No	Vend No	Vendor Name	Amount
321512	131135	PATRICIA A CLIFTON	58.24
321513	136780	LISA L CLINARD	74.78
321515	137739	KAREN J COATES	22.95
321516	137013	NANCY S COLE	53.70
321517	131518	COLOR INC	210.00
321518	022701	SHARON R COMISAR-LANGDON	439.76
321519	138546	CFI TIRE SERVICE INC	213.00
321520	130646	COMMONWEALTH ELECTRIC	2,402.90
321521	106902	COMMUNICATION SERVICES INC.	602.45
321522	136791	COMPUTYPE INC	405.59
321523	026057	CONTROL MASTERS INC	10,040.76
321524	135992	DAVID J CORK	91.40
321526	131506	CP RECOVERY	913.41
321527	137395	CPI QUALIFIED PLAN CONSULTANTS INC	875.00
321528	103043	CREIGHTON UNIV SCHOOL OF MEDICINE	80.00
321529	109063	CRISIS PREVENTION INSTITUTE INC	200.00
321530	138169	CROSS POINTE INNOVATIONS LLC	2,860.75
321531	099957	CRYSTAL SPRINGS BOOKS	2,009.42
321532	027300	CUMMINS CENTRAL POWER LLC	528.48
321533	027345	CURRICULUM ASSOCIATES INC	284.57
321534	100577	CURTIS 1000 INC	9,052.98
321535	130900	CHERYL L CUSTARD	79.05
321536	133349	D & B	899.00
321537	138536	PAM S D'AMOUR	165.70
321538	132671	JEAN T DAIGLE	110.42
321539	131003	DAILY RECORD	256.88
321540	138306	STACY DARNOLD	71.91
321541	032246	PAMELA M DAVIS	41.36
321542	032497	CHERYL R DECKER	68.34
321543	102577	DELL MARKETING LP	1,422.84
321544	032800	DEMCO INC	1,089.44
321545	135865	SABRINA DENNEY BULL	72.93
321546	032872	DENNIS SUPPLY COMPANY	186.59
321547	136316	EVA DENTON	21.42
321548	133009	ROBERTA E DEREMER	20.35
321549	137331	BASTIAN DERICHS	22.90
321550	137024	DEVELOPMENTAL SERVICES OF NE INC	1,561.85
321551	109850	DEX MEDIA EAST LLC	231.16
321552	132674	DEYOS PHOTOGRAPHY	474.00
321553	138395	MILAGROS DIAZ	185.30
321554	099220	DICK BLICK CO	3,467.11
321555	132750	JOHN D DICKEY	19.07
321556	137713	DIESEL POWER EQUIPMENT CO INC	353.92
321557	033473	DIETZE MUSIC HOUSE INC	3,171.28
321558	132669	DIGITAL DOT SYSTEMS INC	355.00
321559	133610	DINAH MIGHT ADVENTURES LP	162.40

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Check No	Vend No	Vendor Name	Amount
321560	131797	DIRECT ADVANTAGE	210.80
321561	135973	MATTHEW L DOMINY	873.23
321563	135373	LINDA K DONOHUE	47.38
321567	130908	DOUGLAS COUNTY SCHOOL DIST.28-0001	565,956.89
321568	033901	DOUGLAS COUNTY TREASURER	4,452.97
321570	135689	SUSAN M DULANY	65.28
321571	094249	DURHAM MUSEUM	104.00
321572	107033	DYNAVOX SYSTEMS LLC	114.04
321573	133806	E & A CONSULTING GROUP INC	4,820.00
321574	138426	KELLY EALY	47.02
321575	036520	EASTERN NE HUMAN SERVICES AGENCY	23,680.00
321576	052370	ECHO ELECTRIC SUPPLY CO	3,243.49
321577	134991	BRADLEY EDMUNDSON	34.68
321578	136685	MARSHA A EDQUIST	29.50
321579	109135	EDUCATIONAL SERVICE UNIT 10	30.00
321580	037525	EDUCATIONAL SERVICE UNIT #3	29,647.49
321581	101277	EFFECTIVE COMMUNICATION SKILLS INC	1,250.00
321582	133823	REBECCA S EHRHORN	245.67
321583	038100	ELECTRICAL ENGINEERING & EQPT CO	250.26
321584	038140	ELECTRONIC SOUND INC.	838.68
321585	136938	LA VISTA ES CATERING CO INC	10,250.80
321586	132066	ENGINEERED CONTROLS INC	2,430.00
321587	102720	EPCO LTD. INC.	2,081.00
321588	102791	ERIC ARMIN INC	334.65
321589	109066	TED H ESSER	100.77
321590	107575	MELISSA D EVERTS	108.18
321591	137800	FARIA SYSTEMS INC	980.00
321592	132699	FATHER FLANAGANS BOYS HOME	4,100.25
321593	132699	FATHER FLANAGANS BOYS HOME	339.73
321594	136451	NATALIE FECH	50.00
321595	131826	ALICIA C FEIST	16.22
321596	040470	MARK W FELDHAUSEN	69.62
321597	133565	STEVE FELICI	21.38
321598	040537	FERGUSON ENTERPRISES INC	666.89
321599	137016	ANGELA L FERGUSON	50.24
321600	133919	FILTER SHOP INC	1,121.96
321601	136031	ESTELLA FINN	189.18
321602	109855	SHANNON M FISCHER	96.03
321603	101075	FITNESS FINDERS INC	704.08
321604	131555	FLOORS INC	184.00
321605	041100	FOLLETT LIBRARY RESOURCES	6,080.32
321606	041146	KENNETH J FOSSEN	84.61
321607	041463	FREE SPIRIT PUBLISHING INC	529.34
321608	041543	AMY J FRIEDMAN	67.27
321609	135031	FSH COMMUNICATIONS LLC	360.00
321610	134168	ERIC W FULLER	18.41

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Check No	Vend No	Vendor Name	Amount
321611	106894	TAMMY GEBHART	33.15
321612	108300	MICHELE L GEHRINGER	93.00
321613	106660	GLASSMASTERS INC	781.14
321614	136251	CHESS INC	166.00
321615	044891	GOPHER	2,584.10
321616	044896	KAREN A GORDON	20.81
321617	136192	DIANE K GOSE	13.01
321618	043609	GP DIRECT	466.75
321619	044950	GRAINGER INDUSTRIAL SUPPLY	1,298.52
321620	044965	KATHERINE A GRAY	90.47
321621	130083	HARRY S GRIMMINGER	62.73
321622	137856	ANNA GRONWOLD	50.00
321623	136046	JODI T GROSSE	31.57
321624	135016	CANDRA R GUENTHER	85.37
321625	097900	GUIDANCE GROUP INC	104.34
321627	047800	SCHOOL SPECIALTY	52.27
321631	047853	HAPPY CAB COMPANY INC	35,490.05
321632	138541	IAN P HARDEN	870.73
321633	107600	MARTI L HARRIS	203.12
321634	056820	HARRY A KOCH COMPANY	35,558.50
321635	136458	JEAN M HASTINGS	17.54
321637	048475	HEARTLAND FOUNDATION	7,884.00
321638	108273	MARGARET HEBENSTREIT PT	96.90
321639	138468	LESLIEANNE HEIBEL	18.36
321640	048517	GREENWOOD PUBLISHING GROUP INC	2,872.10
321641	108478	DAVID C HEMPHILL	809.69
321642	133186	JENNIFER HERZOG	80.00
321643	134455	ROBERT J HETTINGER	267.88
321644	132423	HEWLETT PACKARD CO	1,065.59
321645	048710	LAB SAFETY SUPPLY INC	130.90
321646	048845	CAMILLE H HINZ	23.10
321647	100699	A & E HOME VIDEO	27.90
321648	048940	HOBBY LOBBY STORES INC	19.90
321649	049330	RICK W HOOK	61.40
321650	137943	STACY M HORSHAM	83.44
321651	095520	LINDA D HORTON	27.85
321652	049600	HOUCHEN BINDERY LTD	246.35
321653	049650	HOUGHTON MIFFLIN HARCOURT PUB CO	3,710.20
321654	101533	DIANE F HOWARD	27.80
321655	135874	MATTHEW D HUBER	50.00
321656	137426	HUGHES MULCH PRODUCTS LLC	13,560.00
321657	101032	HUSKER MIDWEST PRINTING	147.30
321658	049844	HYDRONIC ENERGY INC	60.00
321659	051573	POPCO INC	31.00
321660	133882	IKON OFFICE SOLUTIONS INC	2,400.00
321661	135502	INDOFF, INC.	518.50

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Check No	Vend No	Vendor Name	Amount
321662	136349	SCOTT H INGWERSON	30.91
321663	052155	INTERNATIONAL SOCIETY TECHNOLOGY ED	74.63
321664	102958	INTERSTATE ALL BATTERY CENTER	63.93
321665	101991	J A SEXAUER	759.46
321666	100928	J W PEPPER & SON INC.	1,026.63
321667	136314	KORRINDA K JAMIESON	96.19
321668	131157	CHRISTINE A JANOVEC-POEHLMAN	41.62
321669	054240	HANNELORE W JASA	77.83
321670	136953	JSDO I LLC	62.91
321671	135735	GEORGE W JELKIN	77.52
321672	138540	JULIA M JENKINS	111.11
321673	133059	DEBBIE A JENKINS	104.19
321674	133037	JENSEN TIRE COMPANY	2,106.24
321675	135999	DESIREE K JOHN	72.57
321676	059573	NANCY A JOHNSTON	17.29
321677	026300	JP COOKE COMPANY	41.23
321678	135815	KYLE A JURGENS	192.16
321679	137514	JULIE KANNAS	31.99
321680	101224	KAPCO	309.06
321681	132265	CATHERINE A KEISER	84.86
321682	132272	SUSAN L KELLEY	31.93
321683	056276	KELVIN ELECTRONICS	373.15
321684	134801	JULIE B KEMP	21.42
321685	131177	ANDREA L KIDD	21.47
321686	056770	BETTY H KLESITZ	33.66
321687	135946	LARISSA K KNUDSON	218.99
321688	106582	KOHL'S PHARMACY & HOMECARE INC	576.83
321689	134607	KONICA MINOLTA PRINTING SOLUTIONS	457.60
321690	138422	JAMIE KOSELUK	50.00
321691	130480	MARY K KREIS	19.89
321692	133923	KUBAT PHARMACY/HEALTHCARE	1,081.00
321693	137385	JOSEPH R KUEHL	28.82
321694	132934	VICTORIA KYROS	17.85
321695	058740	LAB SAFETY SUPPLY INC	271.65
321696	137694	MCKAYLA LABORDE	74.67
321697	137010	CHRISTINA A LAGRONE	28.82
321698	058755	LAIDLAW TRANSIT INC	35,470.76
321699	099217	LAKESHORE LEARNING MATERIALS	1,167.46
321700	058775	LAMP RYNEARSON ASSOCIATES INC	7,617.40
321701	132339	VOLKER LANGEHEINE	130.00
321702	135257	LANGUAGE LINE SERVICES	80.20
321703	121124	LORENE M LARSEN	39.17
321704	135688	DENISE A LARSON	139.74
321705	136518	JANET L LARSON	137.39
321706	135156	LAWSON PRODUCTS INC	967.78
321708	137834	GREGORY J LECLEIR JR	50.00

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Check No	Vend No	Vendor Name	Amount
321709	137345	BONNIE K LEVINGER	15.30
321712	059560	MATHESON TRI-GAS INC	1,090.33
321713	059782	LIVE WIRE MEDIA	76.45
321714	133758	KRAIG J LOFQUIST	25.00
321715	136315	COURTNEY LOHRENZ	15.50
321716	059866	STACY L LONGACRE	82.79
321717	099965	LOVE AND LOGIC INSTITUTE INC	990.00
321718	060100	JOE MCDERMOTT & ASSOCIATES INC	222.55
321719	131397	LOWE'S HOME CENTERS INC	18,912.45
321720	057770	LRP PUBLICATIONS INC	425.75
321721	060121	BRYAN A LUBBERS	89.00
321722	060125	LUCKS MUSIC LIBRARY INC	58.19
321723	134568	NATASHA E LUDWIG	12.14
321724	138555	LISA LUKECART	24.00
321725	060153	KEITH W LUTZ	823.22
321726	060155	LYMAN-RICHEY CORPORATION	1,164.76
321727	099321	MACKIN BOOK CO	13,110.44
321728	138473	KEITH W MALY	23.46
321729	108303	EARLY OUTDOOR SERVICES INC	1,809.00
321730	063920	MARCO PRODUCTS INC	69.80
321731	133505	SUSAN N MARLATT	985.44
321732	133201	DAWN M MARTEN	757.47
321733	108052	MAX I WALKER	270.37
321734	063349	MCGRAW-HILL COMPANIES	236.38
321735	137014	RYE L MCINTOSH	67.52
321736	063361	ALBERT G MCKAIN	47.69
321737	136104	MECHANICAL SYSTEMS INC	1,185.00
321738	121126	PATRICIA A MEEKER	72.52
321739	133998	SUZANNE R MELLIGER	750.60
321740	017611	ANGELA R MERCIER	72.42
321741	F03009	MESSAGING ARCHITECTS	8,500.00
321742	064600	METAL DOORS & HARDWARE COMPANY INC	741.00
321743	102139	METAL LOGOS AND MORE	96.60
321745	133403	AMERICAN NATIONAL BANK	9,619.61
321746	102870	MIDLAND COMPUTER INC	602.98
321747	648477	MIDLANDS MESSENGER SERVICE INC	59.00
321748	064950	MIDWEST METAL WORKS INC	60.00
321749	065233	MIDWEST TURF & IRRIGATION INC	3,132.09
321750	065326	MIDWEST WOODWORKERS, INC.	49.69
321751	065400	MILLARD LUMBER INC	907.82
321752	065443	MILLARD WEST HIGH SCHOOL	492.76
321753	131328	MILLER ELECTRIC COMPANY	1,352.37
321754	135388	ANNE C MILLER	18.25
321755	132412	SANDRA R MILLER	29.89
321756	136690	SARAH JEAN MILLER	30.84
321757	065844	LEAGUE OF HUMAN DIGNITY INC	134.39

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Check No	Vend No	Vendor Name	Amount
321758	136388	MITCHELL S MOLLRING	985.44
321759	066010	MONEY HANDLING MACHINES, INC.	207.45
321760	066083	KAREN F MONTGOMERY	20.04
321761	134532	MORRISSEY ENGINEERING INC	38,405.00
321762	132491	DONITA L MOSEMAN	18.36
321763	063150	MSC INDUSTRIAL SUPPLY CO	1,542.47
321764	137052	DEVONYE J MULLINS	113.11
321765	063115	MULTI-HEALTH SYSTEMS	1,125.00
321767	067000	NASCO	603.75
321768	134953	NATIONAL ASSN FOR GIFTED CHILDREN	99.00
321769	136864	CENTER FOR OCCUPATIONAL RESEARCH	75.00
321770	067666	NATIONAL COUNCIL TEACHERS ENGLISH	167.70
321771	107416	NATIONAL GEOGRAPHIC SOCIETY	110.00
321772	130548	SCANTRON CORP	2,747.38
321773	068334	NEBRASKA AIR FILTER INC	4,224.20
321774	068343	NEBRASKA ASSN OF SCHOOL BOARDS	10,678.00
321775	068415	NEBRASKA COUNCIL OF SCHOOL	40.00
321777	068440	NEBRASKA DEPARTMENT OF EDUCATION	75.00
321778	068445	NEBRASKA FURNITURE MART INC	683.10
321779	134231	NEBRASKA SAFETY CENTER	375.00
321780	068684	NEBRASKA SCIENTIFIC	579.90
321781	102590	NEBRASKA STATE READING ASSOC	360.00
321782	131550	NANCY G NELSON	21.52
321783	109843	NEXTEL PARTNERS INC	10,715.19
321784	069675	NOBBIES INC	28.71
321785	069930	NOVA HEALTH EQUIPMENT COMPANY	40.60
321786	133368	KELLY R O'TOOLE	35.70
321787	050042	ANNE M OETH	77.01
321791	100013	OFFICE DEPOT 84133510	11,568.33
321792	070245	OHARCO DISTRIBUTORS	803.49
321793	136898	OLSSON ASSOCIATES INC	12,539.04
321795	071024	OMAHA TRACTOR, INCORPORATED	446.19
321796	071027	VIDEO MEDIA PRODUCTS LLC	15.00
321797	071025	OMAHA TRUCK CENTER INC	318.43
321798	071050	OMAHA WORLD HERALD CO	671.08
321799	133850	ONE SOURCE	1,696.00
321800	071138	ORIENTAL TRADING COMPANY	21.96
321801	132443	OZANAM/BIST	890.00
321802	134428	ELIZABETH A PACHTA	133.72
321803	133964	LYN E PAHLS	159.25
321804	071515	PAINTIN PLACE CERAMICS INC	521.00
321805	071545	PAPER CORPORATION	21,588.00
321808	138288	PAPIO TRANSPORT SCHOOL SERVICE INC	10,742.00
321809	137015	GEORGE PARKER	92.26
321810	132006	ANDREA L PARSONS	125.97
321811	108098	ANGELO D PASSARELLI	696.28

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Check No	Vend No	Vendor Name	Amount
321812	071891	PAYFLEX SYSTEMS USA INC	4,915.00
321813	071353	WARFIELD PCI LIMITED	259.95
321814	138519	PEACH NEW MEDIA INC	158.95
321815	107783	HEIDI T PENKE	0.00
321816	072200	PERFECTION LEARNING CORP.	776.13
321817	138521	SCOTT D PERSIGEHLE	87.72
321818	137009	ANGELA J PETERSON	27.80
321819	134365	VICKY L PETERSON	105.57
321820	130721	MARY J PILLE	145.35
321821	138407	PITNEY BOWES INC	315.00
321822	073040	PITNEY BOWES PRESORT SERVICES INC	20,000.00
321823	072760	PITSCO INC	1,693.13
321824	072785	PLANK ROAD PUBLISHING INC	39.40
321825	072900	POPPLERS MUSIC INC	329.60
321826	136476	JENNY R POWERS	19.18
321827	131835	PRAIRIE MECHANICAL CORP	648.00
321828	134531	MIKE GUTHRIE	190.36
321829	134598	PRIME COMMUNICATIONS INC	4,066.60
321830	133745	PRIMEX WIRELESS INC	4,020.29
321831	073427	PRO-ED INC	1,443.20
321832	102652	PUBLIC INFORMATION RESOURCES INC	239.00
321833	131901	PUSH PEDAL PULL	156,067.42
321834	136035	MICHAEL T QUINT	18.56
321835	078250	RALSTON PUBLIC SCHOOLS	135,729.00
321837	078420	RAWSON & SONS ROOFING, INC.	26,735.00
321838	109810	BETHANY B RAY	136.68
321839	138357	DANIELLE R RAYMAN	103.03
321840	134073	CARLA M REAL	20.22
321841	100642	REALLY GOOD STUFF INC	517.91
321842	078674	RECORDED BOOKS LLC	553.47
321843	133191	MATTHEW K REGA	302.30
321844	134858	JENNIFER L REID	49.11
321845	109192	KIMBERLI R RICE	856.97
321846	137470	AMBER E RIPA	573.74
321847	137334	WILLIAM S RITCHIE	73.75
321848	079295	DALE H ROBINSON	68.75
321849	136190	LILIANA J MIRANDA-ROBLES	141.84
321850	135301	KATHY ROCCO	160.00
321851	079310	ROCKBROOK CAMERA CENTER	1,890.49
321852	134882	LINDA A ROHMILLER	15.71
321853	134990	BRITTANY A ROM	51.00
321854	134081	EILEEN A RONCI	173.91
321855	134824	ROOFING SOLUTIONS INC	45,500.00
321856	137511	JANET S ROSE	51.61
321858	079440	ROSENBAUM ELECTRIC INC	5,012.80
321859	135959	MARLENE J ROWE	35.10

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Check No	Vend No	Vendor Name	Amount
321860	072286	JEAN M RUCHTI	135.97
321861	136033	MARGARITA RUEB	70.00
321862	133572	RURAL METRO MEDICAL SERVICES	1,020.00
321863	131615	RUSSELL MIDDLE SCHOOL	1,067.50
321864	130477	KATHRYN I RYAN	19.38
321865	136595	THOMAS J RZEMYK	93.84
321866	081495	LEONARD E SAGENBRECHT	35.39
321867	133389	RYAN D SAUNDERS	279.00
321868	131353	HARLAND TECHNOLOGY SERVICES	75.07
321869	109806	BRENT J SCHADE	73.70
321870	081880	SCHEMMER ASSOCIATES INC	10,053.40
321871	137965	SUSAN K SCHILTZ	6.63
321872	106432	KELLI J SCHINSTOCK	52.02
321873	137012	SHELLEY L SCHMITZ	18.87
321874	082100	SCHOLASTIC INC	1,344.15
321875	138498	DON PEEK	90.00
321876	082200	SCHOOL HEALTH CORPORATION	135.08
321877	131507	SCHOOL LINK TECHNOLOGIES	760.00
321878	082350	SCHOOL SPECIALTY INC	589.60
321879	138526	SCHOOL SPECIALITY INC	191.91
321880	135655	SCHOOL TRADITIONS LLC	287.97
321881	130851	SEARCH INSTITUTE	47.58
321882	082905	KIMBERLY A SECORA	20.55
321883	134386	SECRETARY OF STATE	20.00
321884	098765	SECURITY BENEFIT LIFE INS CO	369,918.23
321885	098765	SECURITY BENEFIT LIFE INS CO	3,038.88
321886	082910	SECURITY EQUIPMENT INC	1,947.75
321887	108161	STAN J SEGAL	73.29
321888	082941	KELLY M SELTING	125.46
321889	133498	SHARED MOBILITY COACH INC	3,037.00
321890	109800	AMY L SHATTUCK	104.04
321891	137697	LARIA K SHEA	256.17
321892	083188	SHIFFLER EQUIPMENT SALES, INC.	88.19
321894	131887	SIEMENS INDUSTRY INC.	1,201.00
321895	138176	SIGNAL 88 SECURITY GROUP LLC	1,569.00
321897	083400	SIMPLEXGRINNELL	803.75
321898	130272	SINGAPOREMATH.COM INC	100.65
321899	099592	SMILE MAKERS INC.	45.93
321900	138275	LORI L SMITH	18.36
321901	107093	CHARLENE S SNYDER	31.38
321902	138132	SODORO, DALY & SODORO PC	1,035.00
321903	067688	SOLUTION TREE LLC	188.75
321904	109793	LINCOLN OFFICE EQUIPMENT	57.50
321906	131714	JOHN D SOUTHWORTH	90.00
321907	136932	SPECIALIZED PRODUCTS SERVICE LLC	630.00
321908	109836	AMY ST AMOUR	81.09

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Check No	Vend No	Vendor Name	Amount
321909	137481	STAPLES CONTRACT & COMMERCIAL INC	741.45
321910	136440	JULIE A STEDNITZ	15.91
321911	131099	STENHOUSE PUBLISHERS	1,244.98
321912	084630	CYNTHIA F STIGGE	40.40
321913	138276	SUSAN STODDARD	20.40
321915	137867	MEGAN K STUMP	108.02
321916	135744	CLAUDIA P SUCHA	80.00
321917	131522	SKC-SOUTHPORT INC	371.55
321918	084930	SUPER DUPER INC	205.67
321919	102869	SUPER SAVER #20	326.64
321920	138412	MICHAEL SUTHERLAND	65.00
321921	132417	JAMES D SWITZER	22.44
321922	099302	SYSCO LINCOLN INC	399.73
321923	133300	TALX UC EXPRESS	114.00
321924	088654	TARGET	732.84
321925	132962	CHILDCRAFT EDUCATION CORPORATION	499.00
321927	088830	TED'S MOWER SALES & SERVICE INC	54.28
321928	133969	TENNANT SALES & SERVICE COMPANY	791.28
321929	049700	TERRY HUGHES TREE SERVICE	1,630.00
321930	138438	THERASIMPLICITY INC	189.00
321931	136381	ANNETTE J THOMAS	9.18
321932	134962	LAURIE R THROCKMORTON	100.20
321933	132493	GREGORY E TIEMANN	92.15
321934	131446	TOSHIBA AMERICA INFO SYS INC	3,286.89
321935	131446	TOSHIBA AMERICA INFO SYS INC	16,211.00
321936	132138	TOYOTA FINANCIAL SERVICES	528.26
321937	108055	TRADE WELL PALLET INC	2,000.00
321938	106364	AMERICAN STANDARD INC	13,514.78
321939	138478	TRANSWORLD SYSTEMS INC	109.89
321940	135247	MARIELA J TRIBULATO	248.22
321941	107719	KIMBERLY P TRISLER	51.77
321942	106493	TRITZ PLUMBING, INC.	756.35
321943	132268	LYNNE A TRUMAN	32.64
321944	138047	AUTO PROS OF MILLARD INC	810.02
321945	135505	TY'S OUTDOOR POWER & SERVICE INC	793.53
321946	135716	TYCON ELECTRIC INC	877.00
321947	131819	JEAN R UBBELOHDE	83.13
321948	134849	UNITED RENTALS INC	295.34
321949	068875	UNIVERSITY OF NEBRASKA MED CENTER	535.00
321950	100923	UNL EXTENSION IN DOUGLAS/SARPY CO	40.00
321951	090440	SPORT SUPPLY GROUP INC	299.54
321952	090625	US POSTAL SERVICE	585.00
321953	137707	UTILITY TRENCHING INC	6,130.00
321954	091040	VAL LTD	368.07
321955	136318	JENNIFER L VEST	109.65
321956	092323	VIRCO INC	186.48

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Millard Public Schools

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Check No	Vend No	Vendor Name	Amount
321957	092600	VOSS ELECTRIC CO	4,640.00
321958	138311	DAWN R WAGNER	7.50
321959	092834	WALKER TIRE INC	143.00
321960	099379	WALL STREET JOURNAL	119.88
321961	093008	BARBARA N WALLER	85.22
321962	131112	LINDA WALTERS	35.96
321963	093650	WARD'S NATURAL SCIENCE EST LLC	252.71
321964	136617	ANTHONY R WARD	2,720.00
321965	108045	WEATHERCRAFT ENTERPRISES, INC.	57.50
321966	132263	JILL E WEDDINGTON	36.72
321967	093978	BECKY S WEGNER	58.55
321968	094130	WENGER CORPORATION	138.00
321969	131142	CHERA A WENZL	9.62
321970	107563	CAROL M WEST	148.42
321971	094350	MANSON WESTERN CORPORATION	76.45
321972	094245	WESTLAKE ACE HARDWARE INC	9.99
321973	094630	WESTONE LABORATORIES	34.20
321974	130510	KIM WHEATLEY	43.18
321975	133061	JACKIE L WHISENHUNT	97.97
321976	094751	DEBBY A WHITAKER	126.38
321977	137878	WHITE WOLF WEB PRINTERS INC	457.00
321978	137892	SARA M WIESE-JOHNSON	11.22
321979	136162	CHRISTINA L WILCOXEN	83.39
321980	136323	STACIE A WITHERSPOON	126.38
321981	109073	CRAIG J WOLF	37.23
321982	138558	LAMARR JONATHAN WOMBLE	125.00
321983	095355	WOODWORKERS SUPPLY, INC.	43.21
321984	130716	SUSAN J WOOSTER	39.15
321985	095491	GLEN E WRAGGE	263.98
321986	095674	XEROX CORPORATION (LEASES)	2,094.10
321987	138356	JEFFREY YOST	14.79
321988	137683	KATHRYN YOST	17.34
321989	135890	YOUTH FRONTIERS INC	1,745.00
321990	138542	AHMAD J YUSUF	50.20
321991	136043	YUAN S ZHEN	45.10
321992	136855	PAUL R ZOHLEN	45.34
321993	135647	LACHELLE ZUHLKE	33.46
Total for GENERAL FUND			2,290,892.22
22902	138331	DAMON BARBER	114.68
22903	138496	WRIGHT EXPRESS FINANCIAL SVCS CORP	60.37
Total for FOOD SERVICE			175.05
321444	012989	APPLE COMPUTER INC	10,559.00
321562	138553	DON STEVENS INC	5,729.17
321644	132423	HEWLETT PACKARD CO	25,479.00
321661	135502	INDOFF, INC.	-250.40

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Check No	Vend No	Vendor Name	Amount
321761	134532	MORRISSEY ENGINEERING INC	2,240.00
321827	131835	PRAIRIE MECHANICAL CORP	5,936.00
321870	081880	SCHEMMER ASSOCIATES INC	6,400.00
321907	136932	SPECIALIZED PRODUCTS SERVICE LLC	1,000.00
Total for SPECIAL BUILDING			57,092.77
321363	108180	NEBRASKA HUMANITIES COUNCIL	75.00
321396	132878	HY-VEE INC	18.79
321397	049850	HY-VEE INC	70.33
321402	108180	NEBRASKA HUMANITIES COUNCIL	175.00
321412	132315	STRATEGIC AIR & SPACE MUSEUM	57.00
321435	107651	AMAZON.COM INC	155.40
321437	069689	AMSAN LLC	89.97
321441	012896	NANCY G ANDERSON	114.00
321462	099646	BARNES & NOBLE BOOKSTORE	598.42
321486	138485	BENJAMIN J BRACHLE	198.68
321500	133589	CDW GOVERNMENT, INC.	1,261.99
321514	136099	CLOVERDALE MANUFACTURING CO	75.54
321533	027345	CURRICULUM ASSOCIATES INC	131.34
321539	131003	DAILY RECORD	16.60
321544	032800	DEMCO INC	397.08
321580	037525	EDUCATIONAL SERVICE UNIT #3	6,000.00
321626	107311	HAMILTON COLOR LAB INC	415.00
321640	048517	GREENWOOD PUBLISHING GROUP INC	2,673.00
321698	058755	LAIDLAW TRANSIT INC	492.35
321707	101212	KP TOYS INC	408.66
321710	059380	LIBRARY VIDEO COMPANY	61.80
321711	059577	LINGUISYSTEMS, INC.	59.95
321776	068400	NEBRASKA COUNCIL ON ECON ED/SMG	120.00
321791	100013	OFFICE DEPOT 84133510	95.41
321800	071138	ORIENTAL TRADING COMPANY	650.57
321857	071023	OMAHA THEATER CO FOR YOUNG PEOPLE	94.50
321881	130851	SEARCH INSTITUTE	707.74
321905	100421	SOUTH/SOUTHWEST YMCA	48.00
321914	134654	MICHELE L STOGDILL	345.50
321924	088654	TARGET	200.00
321926	132974	TEACHING STRATEGIES INC	1,180.08
321950	100923	UNL EXTENSION IN DOUGLAS/SARPY CO	1,150.00
Total for GRANT FUND			18,137.70
321525	136587	COVENTRY HEALTH & LIFE INS CO	146,223.16
Total for			146,223.16
321434	136400	ALPINE KILNS & EQUIPMENT LLC	632.99
321500	133589	CDW GOVERNMENT, INC.	490.00
321569	103050	DRAPHIX, LLC	205.76
321778	068445	NEBRASKA FURNITURE MART INC	1,541.47
321794	070800	OMAHA PUBLIC POWER DISTRICT	750.00

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Check No	Vend No	Vendor Name	Amount
Total for DEPRECIATION			3,620.22
321393	137371	KELLY ERLANDSON	265.00
321394	137372	TWYLA M HANSEN	265.00
321422	010298	TEK INDUSTRIES INC	416.50
321437	069689	AMSAN LLC	1,146.75
321482	101364	BOOKWORM	455.24
321484	019559	BOUND TO STAY BOUND BOOKS INC	1,816.72
321496	138324	REGGIE CARNES	45.00
321500	133589	CDW GOVERNMENT, INC.	88.34
321554	099220	DICK BLICK CO	552.56
321569	103050	DRAPHIX, LLC	400.00
321603	101075	FITNESS FINDERS INC	377.32
321605	041100	FOLLETT LIBRARY RESOURCES	167.54
321636	137978	LEVI HAWKINS	54.00
321645	048710	LAB SAFETY SUPPLY INC	229.04
321666	100928	J W PEPPER & SON INC.	64.97
321699	099217	LAKESHORE LEARNING MATERIALS	400.00
321766	100883	MUSIC THEATRE INTERNATIONAL	828.50
321791	100013	OFFICE DEPOT 84133510	661.71
321851	079310	ROCKBROOK CAMERA CENTER	1,234.99
321878	082350	SCHOOL SPECIALTY INC	447.18
321893	138556	NATHAN SETH SHIPMAN	45.00
321896	137659	SIGNS NOW OMAHA LLC	100.16
321951	090440	SPORT SUPPLY GROUP INC	163.79
Total for ACTIVITY FUND			10,225.31
321470	130625	SUE Z. BEERS	-100.00
321964	136617	ANTHONY R WARD	-108.80
Total for			-208.80
Report Total			2,526,157.63

Committee Meeting
Minutes
February 28, 2011

The members of the Board of Education met as a committee of the whole on Monday, February 28, 2011 at 6:30 p.m. at the Don Stroh Administration Center, 5606 South 147th Street. The agenda topic was the budget.

Present: Dave Anderson, Mike Pate, Linda Poole, Julie Kannas, Mike Kennedy, and Patrick Ricketts

Also in attendance were Keith Lutz, Ken Fossen, and other administrators.

Ken Fossen led the discussion in regards to the shortfall of \$7 million and some of the possible reductions, which came from the program budgeting teams. Major possible expenditure reductions were discussed in the areas of transportation, class size, and programs. There were other areas under consideration in the non-personnel category such as reductions in areas like summer projects, equipment, supplies, dues, fees, and travel.

Potential revenue increases could come from a one cent tax levy increase, because Millard has about six cents of additional levy authority not used in the past, or using some of the cash reserve.

This evening is just one in a series of budget discussions the administration will be having with the Board of Education on how to balance the budget before any final decisions are made. The budgeting team will be meeting again in March, and then will provide the results of their Q-Sort to the Superintendent and his executive team. State aid certification has been delayed until the first part of July, and the property valuation certification will not come out until August 20th, so there are many factors yet to consider.

The Superintendent will bring his final recommendations to the board in August, and the board will vote on the final budget in September.


Chairman

March 2, 2011

TO: Board Members

FROM: Amy Friedman

RE: Employees of the Month

The Employees of the Month for March are Patti Long, media specialist at Upchurch Elementary and Patricia Sheley, reteaching paraprofessional at Rockwell Elementary.
AF:sp

AGENDA SUMMARY SHEET

AGENDA ITEM: MSHS Parking and Use Agreement

MEETING DATE: February 7, 2011

DEPARTMENT: General Administration

TITLE & BRIEF DESCRIPTION: MSHS Parking and Use Agreement – An agreement with Devine Shepherd Lutheran Church (adjacent to MSHS)

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: There have been some informal agreements between the school district and Devine Shepherd Lutheran Church over the years. The school has used the church's access road as a second entry into the MSHS west parking lot. The church, in return, has been using the MSHS parking lot for vehicle parking on Sundays and other days when school is not in session.

The purpose of this Agreement was to reduce the informal agreements to writing so that both parties could plan accordingly. The attorneys for both parties drafted and reviewed the language in the Agreement. (The Agreement is attached.)

OPTIONS AND ALTERNATIVES: n/a

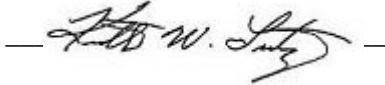
RECOMMENDATION: It is recommended that approval be given to the Parking and Cooperative Use Agreement between the District and Devine Shepherd Lutheran Church as submitted and that the Associate Superintendent for General Administration be authorized and directed to execute such Agreement on behalf of the District.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

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

SUPERINTENDENT'S APPROVAL: 

PARKING & COOPERATIVE USE AGREEMENT

THIS PARKING & COOPERATIVE USE AGREEMENT ("Agreement") is made effective as of the 1st day of February, 2011 ("Effective Date"), by and between Divine Shepherd Lutheran Church, Unaltered Augsburg Confession, Omaha, Nebraska, a Nebraska nonprofit corporation ("Divine Shepherd"), and School District No. 017 of Douglas County, Nebraska a/k/a The Millard Public Schools, a Nebraska political subdivision ("MPS").

WITNESSETH:

WHEREAS, Divine Shepherd is the owner of certain real property located in Douglas County, Nebraska, as more particularly set forth on the document marked as Exhibit "A", attached hereto and incorporated herein by this reference ("DS Property");

WHEREAS, MPS is the owner of certain real property located in Douglas County, Nebraska, as more particularly set forth on the document marked as Exhibit "B", attached hereto and incorporated herein by this reference ("MS Property"), which property is located immediately adjacent to the DS Property and on which is located the buildings and grounds collectively known as Millard South High School ("High School");

WHEREAS, persons traveling to the MS Property frequently travel across the southern edge of the DS Property to reach the MS Property ("Access Area"), which Access Area is more particularly set forth on the document marked as Exhibit "C", attached hereto and incorporated herein by this reference; and

WHEREAS, persons visiting Divine Shepherd frequently utilize a parking lot ("Parking Lot") located on the MS Property while attending church events, which Parking Lot is more particularly set forth on the document marked as Exhibit "D", attached hereto and incorporated herein by this reference; and

WHEREAS, the parties now wish to define their relative rights and responsibilities regarding the ongoing usage of their respective parcels of real property by the parties hereto and guests and invitees, hereinafter "Permitees".

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby grant, covenant and agree as follows:

1. Access Area. Subject to the restrictions set forth in this Agreement, Divine Shepherd hereby grants to MPS and its Permitees (as hereinafter defined) a non-exclusive right to use the Access Area to reach the MS Property. MPS "Permitees" under this Agreement shall mean administrators, teachers, staff, students and guests of MPS attending activities at the High School. MPS agrees that Divine Shepherd has made no promises, representations, statements or warranties with respect to the current or on-going condition of the Access Area. MPS further acknowledges and agrees that the use of the Access Area by MPS and its Permitees shall at all times be on an "as is" basis. Finally, MPS shall be responsible for removal of trash, rubbish and refuse, if any, from the Access Area resulting from its use as provided herein.

2. Parking Lot. Subject to the restrictions set forth in this Agreement, MPS hereby grants to Divine Shepherd and its Permitees (as hereinafter defined) a non-exclusive right to use the Parking Lot for parking during and for all Saturday night and Sunday morning worship services

occurring at Divine Shepherd and for such other times as such MS Property is not being utilized by MPS for any school related function or activity, as well as a right of vehicular ingress and egress across the MS Property in order to reach the Parking Lot. Under no event shall Divine Shepherd be granted access to the Parking Lot hereunder for any event which occurs between 6:00 AM and 5:00 PM during a weekday in which students are in attendance at the High School. Divine Shepherd "Permitees" under this Agreement shall mean employees, worshipers, visitors, invitees and guests of Divine Shepherd attending activities upon the DS Property. Divine Shepherd acknowledges that its use hereunder of the Parking Lot shall be on a "first come, first served," unassigned basis. Divine Shepherd agrees that MPS has made no promises, representations, statements or warranties with respect to the current or on-going condition of the MS Property or Parking Lot. Divine Shepherd further acknowledges and agrees that the use of the MS Property and Parking Lot by Divine Shepherd and its Permitees shall at all times be on an "as is" basis. Finally, Divine Shepherd shall be responsible for removal of trash, rubbish and refuse, if any, from the MS Property and Parking Lot resulting from its use as provided herein.

3. Nature of Use. The parties have worked cooperatively together for many years with regard to the issues hereunder. This Agreement and the use of the Parking Lot and Access Area by either Divine Shepherd or MPS (or its respective Permitees) is not intended and shall not be deemed to constitute a dedication for public use, and the rights granted herein are private and for the benefit only of the entities and persons set forth herein.

4. Maintenance. Divine Shepherd hereby acknowledges and agrees that Divine Shepherd shall, for so long as this Agreement is in effect, keep and maintain the Access Area in not less than good condition, ordinary wear and tear excluded, including, without limitation, surface and subsurface repairs and maintenance. MPS hereby acknowledges and agrees that MPS shall, for so long as this Agreement is in effect, keep and maintain the Parking Lot in not less than good condition, ordinary wear and tear excluded, including, without limitation, surface and subsurface repairs and maintenance. Notwithstanding the foregoing, any repaving or resurfacing of the Access Area or the Parking Lot shall be at the sole discretion of the owner of said property. The parties commit to work cooperatively to ensure that any repaving or resurfacing projects conducted are scheduled to minimize disruption to the other party hereunder.

5. Right to Relocate Access Area. In the event that Divine Shepherd should wish to expand the totality of real property which it owns adjacent to the MS Property during the term of this Agreement and any extensions thereto ("Additional DS Property"), it shall have the right to relocate the Access Area to the Additional DS Property provided that such relocation allows access to the MS Property from Blackwell Drive.

6. Installation of Gate & Stop Signs. The parties agree that it is in their mutual best interest to install and maintain: (a) a gate restricting access to DS parking lots during times of peak usage by MPS Invitees; and (b) stop signs at both ends of the Access Area. To that end, the parties agree to mutually cooperate in the design, location, installation and usage of said gate and stop signs. Additionally, and as consideration for the benefits obtained hereunder, MPS hereby agrees to reimburse Divine Shepherd for the cost of installing said gate and stop signs.

7. Security. If requested by Divine Shepherd, MPS agrees to use good faith efforts to have its personnel located in close proximity to or on the DS Property during the primary times when its Permitees will be entering, exiting or using the Access Area. In addition, MPS agrees to make reasonable and good faith efforts to respond to and deal with any security or safety issues that may arise on the DS Property relating to the permitted usage hereunder and to periodically meet with representatives of Divine Shepherd to discuss such safety issues.

8. **Insurance.** During the term of this Agreement:

a. Both parties shall maintain (i) Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of the use by either party or its Permittees' of the Access Area or Parking Lot, as applicable, which insurance coverage shall include limits of liability not less than \$2,000,000.00 per occurrence and (ii) Worker's Compensation insurance if otherwise required to maintain same by applicable law.

b. The minimum limits of the liability insurance required to be maintained by either party under this Agreement shall in no event limit the liability of either party under this Agreement. All insurance procured pursuant hereto shall: (i) name the non-procuring party as an additional insured; (ii) specifically insure against the liability assumed by either party hereunder; (iii) be issued by an insurance company acceptable to the non-procuring party and licensed to do business in the State of Nebraska; (iv) provide that said insurance shall not be cancelled or coverage changed unless thirty (30) days' advance written notice shall have been given to the non-procuring party; and (v) contain a cross-liability endorsement or severability of interest clause acceptable to the non-procuring party. Both parties shall deliver said policy or policies or certificates thereof to the other party prior to its first use of the DS Property, MS Property and/or Access Area and at least thirty (30) days before the expiration dates thereof.

c. Divine Shepherd and MPS agree to have their respective insurance companies issuing liability insurance waive any rights of subrogation that such companies may have against Divine Shepherd or MPS, as the case may be. Alternatively, the issuance of policies by said insurer(s) without any right to subrogation would also be acceptable to the parties hereunder.

d. MPS hereby waives any right, except its legal right to exercise its power of eminent domain, that it may have against Divine Shepherd resulting from, caused by or attributable to the use of the DS Property and/or Access Area by MPS or its Permittees, unless caused by the gross negligence or willful misconduct of Divine Shepherd, its directors, officers, employees, visitors, agents and invitees. Divine Shepherd hereby waives any right that it may have against MPS resulting from, caused by or attributable to the use of the MS Property by Divine Shepherd or its Permittees, unless caused by the gross negligence or willful misconduct of MPS, its directors, officers, employees, students, visitors, agents and invitees.

9. **Assignment.** The rights granted hereunder are non-transferable, non-assignable, do not run with the land and are only for the benefit of Divine Shepherd, MPS and their respective Permittees.

10. **Termination.** This Agreement shall initially be for a twenty (20) year term beginning on the Effective Date ("Initial Term") and shall automatically renew for successive ten (10) year terms thereafter ("Renewal Term") unless terminated as follows:

a. Immediately and without any further action required if: (i) the MS Property is no longer used for public, primary or secondary education; (ii) the Parking Lot on the MS Property is permanently modified such that DS Permittees can no longer use such area for vehicular parking in the same manner as it is being used currently; (iii) it is determined by

MPS, in its sole discretion, that the Parking Lot shall no longer be utilized as a 'parking lot', in which case MPS shall use its best efforts to designate an alternative 'parking lot' for use by DS Permittees, which alternate parking lot may either be accepted or rejected by DS; or (iv) a party engages in a material breach of this Agreement and does not cure such breach within thirty (30) days after being provided notice thereof by the non-breaching party.

b. Upon at least one hundred twenty (120) days advance written notice in the event either MPS or Divine Shepherd intends to sell the portion of property upon which the Access Area or Parking Lot are located.

c. Upon at least three hundred sixty-five (365) days advance written notice in the event that a party chooses to terminate this Agreement upon the conclusion of the Initial Term or Renewal Term, as applicable.

d. Upon at least one hundred eighty (180) days advance written notice in the event a party determines, based upon its specific site use, that access or parking is no longer feasible. In such case, the parties agree to cooperate in the determination of whether alternate access across other DS Property, or an alternate "Parking Lot" on MPS Property, such as the case may be, can be found such that this Agreement can continue thereon.

11. **Waiver.** No covenant, restriction, condition or provision of this Agreement shall be deemed to have been abrogated or waived by reason of any failure by the applicable party to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

12. **Indemnification.** Both parties agree to indemnify, defend and hold the other party and its respective directors, officers, employees, students, worshipers, visitors, agents and invitees harmless from and against any and all claims, costs, damages and expenses (including, but not limited to, attorneys' fees and expenses) arising from, caused by or attributable to the use of the DS Access Area or MS Property, as applicable, by the indemnifying party and its Permittees, unless such claims, costs, damages or expenses arise from, are caused by or attributable to the gross negligence or willful misconduct of the non-indemnifying party. To the extent obligations arise under this indemnity during the term of this Agreement, such obligations shall survive the termination hereof.

13. **Savings Clause.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement herein contained, as the case may be, shall not render the remainder of this Agreement invalid, nor any other part therein contained.

14. **Eminent Domain.** Nothing set forth herein shall be construed or considered as the waiver or relinquishment by MPS of its right of eminent domain concerning the DS property.

15. **Amendment, Modification, Notices.**

a. This Agreement may only be amended by the written consent and agreement of both Divine Shepherd and MPS.

b. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, by other national overnight courier company, or by personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of DIVINE SHEPHERD and School are as follows:

DIVINE SHEPHERD: Divine Shepherd Lutheran Church
15005 Q Street
Omaha, Nebraska 68137
Attn: Business Administrator

with a copy to: Kermit A. Brashear III, Esq.
BRASHEAR LLP
North Old Mill
711 North 108th Court
Omaha, Nebraska 68154

MPS: Millard Public Schools
Don Stroh Administration Center
5606 South 147th Street
Omaha, Nebraska 68137
Attn: Superintendent

with a copy to: Duncan A. Young, Esq.
YOUNG & WHITE
8742 Frederick Street
Omaha, Nebraska 68124-5358

16. Binding Effect. This Agreement shall only be binding upon and inure to the benefit of the parties hereto.

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

[Signatures located on page following]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

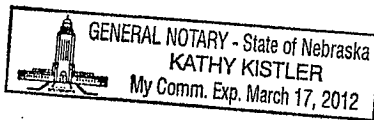
DIVINE SHEPHERD LUTHERAN CHURCH,
a Nebraska nonprofit corporation

By: *Stacy Van Blair*, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came Stacy Van Blair, President of Divine Shepherd Lutheran Church, a Nebraska nonprofit corporation, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this 16 day of February, 2010."



Kathy Kistler
Notary Public

SCHOOL DISTRICT NO. 017 OF DOUGLAS
COUNTY, NEBRASKA,
a Nebraska political subdivision

By: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, a Notary Public qualified for said County and State, personally came _____, _____ of School District No. 017 of Douglas County, Nebraska, a Nebraska political subdivision, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notary Seal on this ____ day of February, 2010.

Notary Public

EXHIBIT "A"

A part of the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly as follows: Commencing at the Northeast corner of said Northwest 1/4 of Section 11; thence S00°09'49"E, (assumed bearing), along the East line of said Northwest 1/4 of Section 11, a distance of 33.00 feet; to a point on the South right-of-way line of "Q" Street, said point also being the Point of Beginning; thence continuing S00°09'49"E, along said East line of the Northwest 1/4 of Section 11, a distance of 484.00 feet; thence S89°31'31"W, a distance of 450.00 feet; thence N00°09'49"W, a distance of 484.00 feet, to a point on said South right-of-way line of "Q" Street; thence N89°31'31"E, along said South right-of-way line of "Q" Street, a distance of 450.00 feet to the Point of Beginning.

EXHIBIT "B"

The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 11, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, except County Road right-of-way, and except a parcel described as follows: beginning at the Northeast corner of said described parcel, thence S 82°02'35" E for 5.182m (17.00') along the east property line of said parcel; thence S 87°33'37"W for 406.399m (1333.33'); thence N 02°26'23"W for 5.182m (17.00') along the West property line of said parcel; thence N 87°33'37"E for 406.435m (1333.45') along the North property line of said parcel to the point of beginning.

that part of the Northeast Quarter of the Northwest Quarter of Section 11, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at the intersection of the east right of way line of Blackwell Drive with the northwest corner of Lot 1, PHEASANT RUN, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Thence North 02°11'22" West (assumed bearings) for 9.72 feet along the east right of way line of Blackwell Drive to the TRUE POINT OF BEGINNING;

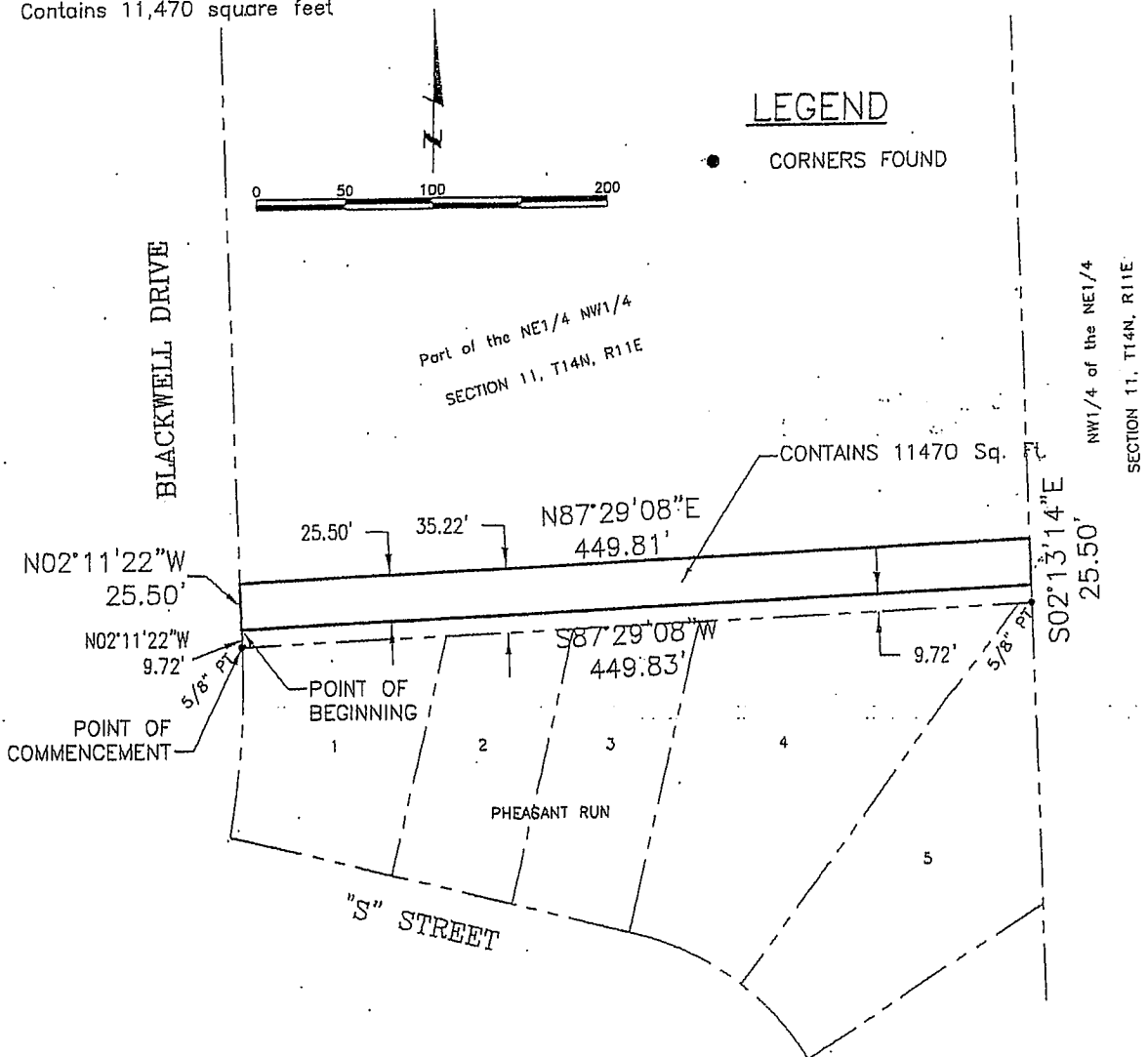
Thence North 02°11'22" West continuing along said east right of way line for 25.50 feet;

Thence North 87°29'08" East for 449.81 feet parallel with and 35.22 feet north of the north line of Lots 1 through 5 inclusive, said Pheasant Run to the east line of the said Northeast Quarter of the Northwest Quarter of Section 11;

Thence South 02°13'14" East for 25.50 feet along said east line to a point 9.72 feet northwest of the northeast corner of said Lot 5, Pheasant Run;

Thence South 87°29'08" West for 449.83 feet parallel with and 9.72 feet north of the said north line of Lots 1 through 5, inclusive said Pheasant Run to the POINT OF BEGINNING.

Contains 11,470 square feet



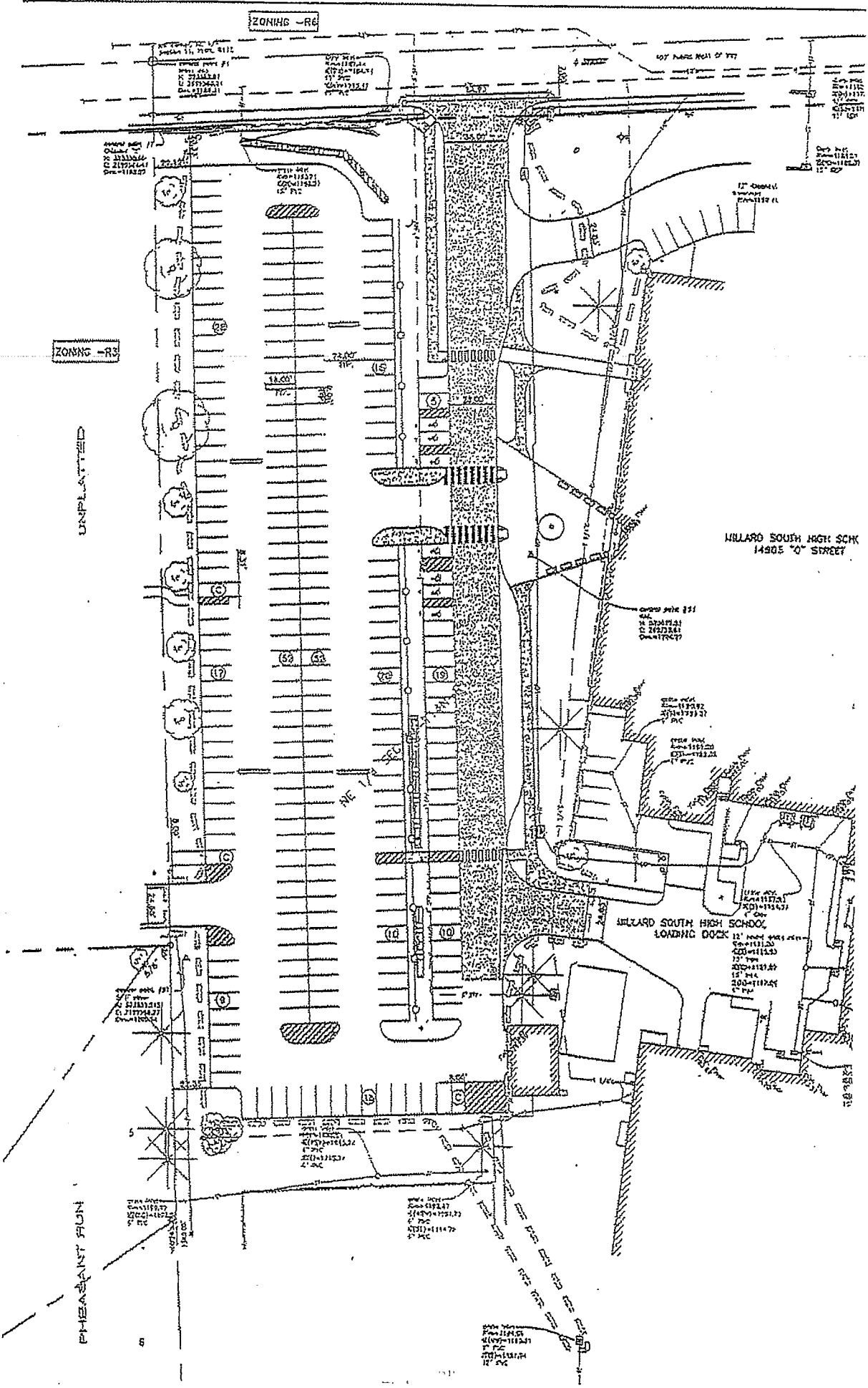
LRA Land, Reclamation & Associates, Inc.
 14710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498
 (Fax) 402.496.2730

drawn by: EAM
 designer: TLW
 job number-tasks: 09081.01-405
 date: 5-18-2010
 book: MPS#3 page: 78
 file name: 0981E101.dwg

Ex "c"



Ex 'D'

AGENDA SUMMARY SHEET

AGENDA ITEM: Meal Prices for 2011-2012

MEETING DATE: March 7, 2011

DEPARTMENT: General Administration

TITLE & BRIEF DESCRIPTION: Meal Prices for the 11-12 – The establishment of school breakfast and lunch prices for the coming school year.

ACTION DESIRED: Approval x Discussion Information Only x

BACKGROUND: Each year the prices charged for meals in the food service program are reviewed. Attached is the information from Bob Snowden and Jeff Edwards with regard to food service finances for 10-11 and projected finances for 11-12.

Federal regulations now require that school districts must not be getting more revenue from free meals than they are from full-paid meals. For example, our current revenue for middle school lunches is as follows:

<u>Middle School Lunch</u>	<u>Free</u>	<u>Full-Pay</u>
Fed Subsidy for Every Meal	\$ 0.26	\$ 0.26
Extra Subsidy for Free Meals	2.46	-0-
Amount Paid by Student	<u>-0-</u>	<u>2.15</u>
TOTAL	\$ 2.72	\$ 2.41

Thus, the revenue (federal subsidies) from the free meals is being used to reduce the price of the full-pay meals. The new federal regs are requiring that this difference be reduced, however, the district is not required to increase the price of full-paid meals more than ten cents in any one school year. The proposed increase in meal prices (see attached sheet) meets this standard.

The food service program is projected to end the 10-11 year with a positive balance. With the proposed change in prices for next year, the 11-12 program will continue to operate with a positive balance.

OPTIONS AND ALTERNATIVES: n/a

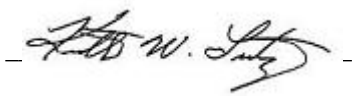
RECOMMENDATION: It is recommended that meal prices for school year 2011-2012 be established as follows: Elementary School Breakfast (\$1.30) and Lunch (\$2.05); Middle School Breakfast (\$1.55) and Lunch (\$2.25); High School Breakfast (\$1.80) and Lunch (\$2.50 and \$3.00); and that adult meal prices be set at the minimum level required by state and federal regulations.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

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

SUPERINTENDENT'S APPROVAL: 

Millard Public Schools
Food Service Pricing and Financial Information

	Current Reimbursements	Estimated Reimbursements	Difference
--	------------------------	--------------------------	------------

Breakfast

Free	\$ 1.48	\$ 1.54	\$ 0.055
Reduced	\$ 1.18	\$ 1.24	\$ 0.055
Paid	\$ 0.26	\$ 0.27	\$ 0.010

Lunch

Free	\$ 2.72	\$ 2.81	\$ 0.085
Reduced	\$ 2.32	\$ 2.41	\$ 0.085
Paid	\$ 0.26	\$ 0.27	\$ 0.010

	Current Meal Price	Proposed Meal Price	Difference
Elem Breakfast	\$ 1.25	\$ 1.30	\$ 0.05
Middle Breakfast	\$ 1.50	\$ 1.55	\$ 0.05
High Breakfast	\$ 1.75	\$ 1.80	\$ 0.05

Elem Lunch	\$ 1.95	\$ 2.05	\$ 0.10
Middle Lunch	\$ 2.15	\$ 2.25	\$ 0.10
High Lunch 1	\$ 2.40	\$ 2.50	\$ 0.10
High Lunch 2	\$ 3.00	\$ 3.00	\$ -

	2010/2011 Year End Projections		
	Last Year	Budget	Forecast
Revenue	\$ 9,894,989.01	\$ 10,263,784.00	\$ 10,342,741.28
Rebates	\$ 642,521.27	\$ 642,316.00	\$ 642,274.40
Total Revenue	\$ 10,537,510.28	\$ 10,906,100.00	\$ 10,985,015.68
Food Cost	\$ 4,036,636.50	\$ 4,133,994.00	\$ 4,156,042.49
Sodexo Labor	\$ 253,913.14	\$ 267,228.00	\$ 260,994.46
Controllable	\$ 666,845.76	\$ 706,394.00	\$ 794,234.01
Non-Controllable	\$ 482,743.85	\$ 511,659.00	\$ 491,857.47
MPS Direct Expenses	\$ 4,193,239.98	\$ 4,401,223.00	\$ 4,340,476.30
MPS Indirect Expenses	\$ 844,430.00	\$ 860,000.00	\$ 860,000.00
Profit/Loss	\$ 59,701.05	\$ 25,602.00	\$ 81,410.95

2011/2012 Projections	
Revenue	\$ 10,662,445.00
Rebates	\$ 642,500.00
Total Revenue	\$ 11,304,945.00
Food Cost	\$ 4,324,999.00
Sodexo Labor	\$ 268,824.00
Controllable	\$ 827,207.00
Non-Controllable	\$ 504,154.00
MPS Direct Expenses	\$ 4,438,137.00
MPS Indirect Expenses	\$ 881,500.00
Profit/Loss	\$ 60,124.00

Notes:

- 1) Assumes meal prices increase as noted above
- 2) Assumes reimbursement rates increase as noted above
- 3) Assumes inflation increases ranging from 2.5% to 4.0% in expense categories
- 4) MPS Direct Expenses will depend on salary increases given for 11/12

New Regulations

Section 205. Equity in School Lunch Pricing:

>Effective SY beginning July 1, 2011, schools are required to charge students for paid meals at the price that is on average equal to the difference between free meal reimbursements and paid meal reimbursements; Schools that currently charge less are required to gradually increase their prices over time until they meet the requirement; Schools may choose to cover the difference in revenue with non-Federal funds instead of raising meal prices.

>Establish a maximum annual increase in the required paid increases of 10 cents annually, but allows schools to establish a higher increase at their discretion

AGENDA SUMMARY SHEET

AGENDA ITEM: Award of Contract for Cather Fire Alarm Replacement Project

MEETING DATE: March 7, 2011

DEPARTMENT: General Administration

TITLE & BRIEF DESCRIPTION: Award of Contract for Cather Fire Alarm Replacement Project

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: This is a summer project previously discussed with the board.
More information is available in the architect's letter and bid tab attached.

OPTIONS AND ALTERNATIVES: n/a

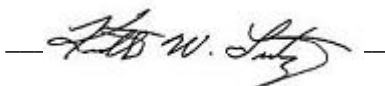
RECOMMENDATION: It is recommended that the contract for the Cather Fire Alarm Replacement Project be awarded to Hiller Electric Company in the amount of \$67,500 as submitted in their bid of February 15, 2011; and, further, that the associate superintendent for general administration be authorized and directed to execute any and all documents related to such project.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

RESPONSIBLE PERSON: Andy Lang (Morrissey Engineering Inc.) and Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT'S APPROVAL: 



mechanical | electrical | technology | commissioning

February 17, 2011

Millard Public Schools
5606 South 147th Street
Omaha, NE 68137

Attn: Dr. Ken Fossen

Project #10265: MPS Cather Fire Alarm Replacement
RE: Bid Proposals dated February 15, 2011

Ken:

Bids were received for the Cather Elementary School: Fire Alarm Replacement project at the Don Stroh Administration Center Conference Room C on February 15, 2011 at 2:00 p.m. Per the attached bid tab, four bids were received. The low base bid was submitted by Hiller Electric Co. in the amount of \$70,460 (seventy thousand four hundred and sixty dollars). There was one unit price to provide a duct smoke detector which Hiller had the second lowest bid of \$925 (nine hundred and twenty five dollars).

The pre-design estimate for this project was \$67,500 and the bids received compare favorably.

We recommend a contract be awarded to Hiller Electric Co. in the amount of \$70,460 (seventy thousand four hundred and sixty dollars).

Please advise if you require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Lang', is written over a horizontal line.

Andrew Lang

Enclosure

c: Kim Thompson – Millard Public Schools

PROJECT: MPS Cather Fire Alarm Replacement

BID DATE: 2/15/2011

BID TIME: 2:00 p.m.

MEI PROJECT NO.: 10265



mechanical | electrical | technology | commissioning

BID TABULATION

BIDDERS	Bid	Addendum #1	Addendum #2	Bid Bond	Comments
Baxter Kenworthy	\$92,243	Yes	Yes	Yes	Unit Price: \$466
Hiller Electric	\$70,460	Yes	Yes	Yes	Unit Price: \$925
Kidwell	\$76,628	Yes	Yes	Yes	Unit Price: \$1,148
Rosenbaum Electric	\$133,822.20	Yes	Yes	Yes	Unit Price: \$N/A

To replace and upgrade the fire alarm system as specified, delivered and installed complete as described in construction documents dated 2/1/2011 for Fire Alarm Replacement - Cather Elementary School.

AGENDA SUMMARY SHEET

AGENDA ITEM: Award of Contract for Rockwell HVAC Project

MEETING DATE: March 7, 2011

DEPARTMENT: General Administration

TITLE & BRIEF DESCRIPTION: Award of Contract for Rockwell HVAC Project

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: This is a summer project previously discussed with the board.
More information is available in the architect's letter and bid tab attached.

OPTIONS AND ALTERNATIVES: n/a

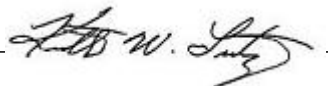
RECOMMENDATION: It is recommended that the contract for the Rockwell HVAC Project be awarded to N. Pitlor & Sons in the amount of \$174,900 as submitted in their bid of February 15, 2011; and, further, that the associate superintendent for general administration be authorized and directed to execute any and all documents related to such project.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

RESPONSIBLE PERSON: Nate Sheets or Ron Feurbach (Morrissey Engineering Inc.) and Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT'S APPROVAL: _____ 

February 16, 2011

Millard Public Schools
5606 South 147th Street
Omaha, NE 68137

Attn: Dr. Ken Fossen

Project #10264: MPS Rockwell Elementary HVAC Improvements
RE: Bid Proposals dated February 15, 2011

Ken:

Bids were received for the Rockwell Elementary: HVAC Improvements project at the Don Stroh Administration Center Conference Room C on February 15, 2011 at 1:30 p.m. Per the attached bid tab, seven bids were received. The low bid was submitted by N. Pitlor & Son, Inc. in the amount of \$174,900 (one hundred seventy four thousand nine hundred dollars). There were no alternates for this project

Our estimate for the project construction cost was \$195,000 (one hundred ninety five thousand dollars).

We recommend a contract be awarded to N. Pitlor & Son, Inc. in the amount of \$174,900 (one hundred seventy four thousand nine hundred dollars)

Please advise if you require any additional information.

Sincerely,



Nate Sheets, P.E.
Project Manager

Enclosure

c: Kim Thompson – Millard Public Schools

PROJECT: MPS Rockwell HVAC Improvements

BID DATE: 2/15/2011

BID TIME: 1:30 p.m.

MEI PROJECT NO.: 10264



mechanical | electrical | technology | commissioning

BID TABULATION

BIDDERS	Bid	Completion Date	Addendum #1	Bid Bond	Comments
Fauss Construction	\$236,900	July 29, 2011	Yes	Yes	
J.W. Smith	\$178,400	July 29, 2011	Yes	Yes	
Mechanical Systems	\$186,739	July 31, 2011	Yes	Yes	
N. Pitlor & Son	\$174,900	July 29, 2011	Yes	Yes	
Prairie Mechanical	\$195,000	July 29, 2011	Yes	Yes	
Prairie Construction	\$189,000	July 31, 2011	Yes	Yes	
Ray Martin	\$184,250	July 29, 2011	Yes	Yes	

To upgrade the HVAC system as specified, delivered and installed complete as described in construction documents dated 1/18/2011 for HVAC Improvements - Normal Rockwell Elementary School.

AGENDA SUMMARY SHEET

AGENDA ITEM: Award of Contract for MNHS Soccer Bleacher Paving Project

MEETING DATE: March 7, 2011

DEPARTMENT: General Administration

TITLE & BRIEF DESCRIPTION: Award of Contract for MNHS Soccer Bleacher Paving Project

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: This is a summer project previously discussed with the board.
More information is available in the architect's letter and bid tab attached.

OPTIONS AND ALTERNATIVES: n/a

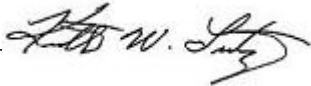
RECOMMENDATION: It is recommended that the contract for the MNHS Soccer Bleacher Project be awarded to Mackie Construction, LLC in the amount of \$59,766.54 as submitted in their bid of February 16, 2011; and, further, that the associate superintendent for general administration be authorized and directed to execute any and all documents related to such project.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

RESPONSIBLE PERSON: Craig Larson (Olsson Associates – Engineering Firm) and Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT'S APPROVAL: _____  _____



March 1, 2010

Mr. Ed Rockwell
Millard Public Schools
13906 F Street
Omaha, NE 68137

RE: Millard North Soccer Bleacher Paving
OA Project # 010-2740

Dear Mr. Rockwell:

Bids were received for the above referenced project at Millard Public School on Wednesday, February 16, 2011. Per the attached bid tab, four bids were received. The apparent low bid was submitted by Mackie Construction, LLC in the amount of \$59,766.54. The Engineer's Construction budget for this project was set at \$59,920.00, so the low bid is below the estimated construction cost.

After the bid letting, we received information and discussed Mackie Construction's work history for both Olsson Associates and Millard Public Schools, based upon their previous work references, subcontractor lists and supplier lists, which we have enclosed. Therefore, we have no reason to believe the Contractor will not successfully perform on this project.

We therefore would recommend a contract be awarded to Mackie Construction, LLC in the total amount of \$59,766.54.

Please advise if you require any additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Craig J. Larson'.

Craig J. Larson

Enc.

F:\Projects\010-2740\Documents\Specs\Bid-Award\Engineer Recommend Award.docx

Proposed Subcontractors

1. Rosenbaum Electric will perform the site electrical work required.
2. Fager Excavating will be performing all earthworks.
3. Bestco Services may be performing the hot tar joint sealing, otherwise Mackie will self perform.
4. DMS will more than likely be performing the landscaping scope of work. If not DMS, then Jensen Gardens or Lanoha Nurseries.

*Mackie Construction will be self performing all other scope of work required.

Proposed Suppliers

1. Ready Mixed, Consolidated LLC, or iMix are the only suppliers of ready mixed concrete that Mackie Construction will use, in the Omaha Metro Area.
2. Stetsons or Whitecap will provide all necessary concrete accessories.
3. Abe's will provide satellite and trash services.

*Once Mackie Construction is awarded the project, all required submittals will be furnished

References

Ed Rockwell

Millard Public Schools

(402) 715-8200

Brett Wawers

Senior Vice President and Construction Administration Manager

Lamp, Rynearson, & Associates, Inc.

(402) 496-2498

Ted Pelster

Owner

Pelster Construction, Inc.

(402) 894-2939

Mackie Construction LLC was established in late 2010. The company specializes in concrete foundations, slabs on grade, elevated and structural slabs, cast in place walls, exterior paving, sidewalks, and curb and gutter. Owner Kurt Mackie has been in the business of concrete work for 18 years. Kurt has personally supervised, and successfully completed, self perform concrete projects such as: TD Ameritrade Baseball Stadium, Millard South High School West Parking Lot Improvements, and Ralston Public Schools Meadows and Seymour Parking Lot Improvements.

Mackie Construction takes pride in the fact, "Concrete is what we do, and we strive to do it better than everyone else". Our company provides its customers with excellent value and high quality work.

AGENDA SUMMARY SHEET

AGENDA ITEM: Award of Contract for Morton Elementary Playground Erosion Project

MEETING DATE: March 7, 2011

DEPARTMENT: General Administration

TITLE & BRIEF DESCRIPTION: Award of Contract for Morton Elementary Playground Erosion Project

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: This is a summer project previously discussed with the board.
More information is available in the architect's letter and bid tab attached.

OPTIONS AND ALTERNATIVES: n/a

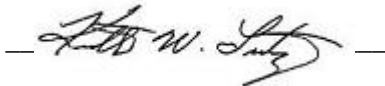
RECOMMENDATION: It is recommended that the contract for the Morton Elementary Playground Erosion Project be awarded to Dostals Construction Company, Inc. in the amount of \$48,960.40 as submitted in their bid of February 17, 2011; and, further, that the associate superintendent for general administration be authorized and directed to execute any and all documents related to such project.

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: Immediate

RESPONSIBLE PERSON: John Meng-Frecher (E&A Consulting Group – Engineering Firm) and Ken Fossen, Associate Superintendent (General Administration)

SUPERINTENDENT'S APPROVAL: 



E & A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET
OMAHA, NE 68154-2509

www.eacg.com

PHONE: 402.895.4700
FAX: 402.895.3599



February 28, 2011

Mr. Ed Rockwell
General Mgr. Support Svcs.
Millard Public Schools
13906 F Street
Omaha, NE 68137

Re: Morton Elementary School
Playground Improvements

E&A Project No. P2010.397.001

Dear Ed,

Bids were received for the above referenced project at Don Stroh Administration Center 5606 South 147th Street in Omaha on Thursday February 17, 2011. Per the attached bid tab, three bids were received. The low base bid was submitted by Dostals Construction Co. Inc. in the amount of \$48,960.40 (base bid with no alternates).

Our engineer's estimate was for \$60,000. Dostals bid was 18% lower than our estimate. We based our estimate on 2010 prices from another Millard Public Schools project and we took a mid-range of those unit prices. We feel that this was a reasonable procedure for estimating. The two other bids fell 2% higher and 4% lower than our estimate.

In regard to performance of Dostals Construction Co. Inc., the contractor who bid the lowest, we have recent experience to their credit. E & A has used them for park construction within the last year and historically on several SID projects for which we are engineer. Dostals has performed well in all situations of a similar size and scope. Their schedule, performance and quality of work was better than satisfactory. In consideration of their performance history, we have confidence that results that this project will be as good.

We would therefore recommend a contract be awarded to Dostals Construction Co. Inc. in the total amount of \$48,960.40.

Please call me if you need further information.

Sincerely,

John Meng-Frecker, PE, LS

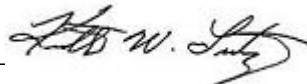
attch: formal bid and bid tab

Bid Form Mortan Elementary Playground Improvements
P2010.397.001

1/24/2011 - BASE BID

ITEM	BID ELEMENT DESCRIPTION	EST. QTY	UNIT	Dostals Construction Co. Inc. 13680 S. 220th Street Gretna, NE 68028		U.S. Asphalt Co. 14012 Giles Road Omaha, NE 68138		A & J Construction, Inc. 10617 Grand Ave Omaha, NE 68134	
				BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
1	4" PERFORATED DRAIN PIPE	330	LF	8.00	2,640.00	14.60	4,818.00	6.00	1,980.00
2	6" SOLID DRAIN PIPE - ADS N-12	110	LF	10.00	1,100.00	17.30	1,903.00	15.00	1,650.00
3	6" SOLID DRAIN PIPE - DUCTILE IRON	20	LF	15.00	300.00	81.50	1,630.00	50.00	1,000.00
4	12" SOLID DRAIN PIPE - ADS N-12	100	LF	15.00	1,500.00	28.10	2,810.00	17.00	1,700.00
5	DRAIN PIPE COUPLINGS	1	LS	200.00	200.00	413.00	413.00	900.00	900.00
6	CLEAN-OUT (3-WAY COUPLING WITH RISER AND CAP)	1	LS	200.00	200.00	1.20	1.20	1,200.00	1,200.00
7	PERF DRAIN TILE TRENCH FABRIC - MIRAFI 1040N	1	LS	330.00	330.00	1,044.00	1,044.00	4,060.00	4,060.00
8	RE-USE SAND FOR DRAIN PIPE TRENCH	1	LS	200.00	200.00	471.00	471.00	5,000.00	5,000.00
9	EXCESS SAND REMOVAL AND DISPOSAL	1	LS	14,500.00	14,500.00	11,211.00	11,211.00	7,304.00	7,304.00
10	MULCH PLAYGROUND SURFACING - TRADE WELL PALLET, INC	541	CY	18.00	9,738.00	22.70	12,280.70	25.00	13,525.00
11	SITE GRADING	1	LS	1,200.00	1,200.00	946.00	946.00	3,500.00	3,500.00
12	CONCRETE GRADE BEAM WALL	135	LF	90.00	12,150.00	94.60	12,771.00	80.00	10,800.00
13	SEEDING TURF FESCUE AND MATTING	770	SF	0.22	169.40	0.47	361.90	0.80	616.00
14	SOD (AND MAINTAIN THRU 2 MOWINGS)	3690	SF	0.70	2,583.00	0.81	2,988.90	0.95	3,505.50
15	SCOURSTOP - 4' X 4' PANELS	5	EA	225.00	1,125.00	371.00	1,855.00	350.00	1,750.00
16	8" ADS BASIN WITH SOLID LIGHT DUTY TOP CUT TO GRADE	5	VF	60.00	300.00	135.00	675.00	190.00	950.00
17	12" ADS BASIN WITH STANDARD H-20 HINGED GRATE TOP	3	VF	200.00	600.00	294.00	882.00	392.00	1,176.00
18	12" ADS FLARED END SECTION	1	EA	125.00	125.00	403.00	403.00	500.00	500.00
TOTAL BASE BID (ITEMS 1-18)					\$48,960.40		\$57,464.70		\$61,116.50
BID GUARANTEE (DO NOT INCLUDE IN ABOVE TOTALS)		1	LS	\$3,000.00			\$3,000.00		

k:\projects\2010\397\p01\contract docs\bid results

AGENDA SUMMARY SHEET**AGENDA ITEM:** Policy 10001 and Rule 10001.1**MEETING DATE:** March 7, 2011**TITLE AND BRIEF DESCRIPTION:** First Reading of Policy 10001 and Rule 10001.1
Site-Based Planning and Management -
Mini-Magnets**ACTION DESIRED:** ___X___ Approval**BACKGROUND:** Changes to the Policy have been made to incorporate Strategic Planning Program parameters. The original rules 10001.1 and 10001.2 dealing with creation of mini-magnets and programs to enhance low-enrollment schools have been combined into a single process and timeline to eliminate confusion and promote a more efficient process. Policy and rule have been reviewed by District legal counsel.**RECOMMENDATIONS:** N/A**STRATEGIC PLAN REFERENCE:** None**TIMELINE:** N/A**RESPONSIBLE PERSON(S):** Mark Feldhausen and Carol Newton**SUPERINTENDENT'S APPROVAL:** _____**BOARD ACTION:**

Site-Based Planning and Management

10001

Mini-Magnets

The ~~Board of Education of the Millard Public Schools No. 17~~ District supports the philosophy of ~~alternative programs and~~ parental choice, henceforth called mini-magnets as originally called for in the District Strategic Plan. ~~The criteria of a~~ A mini-magnet addresses a specific ~~unmet~~ educational need that ~~does not duplicate existing programs or methods already in place and~~ does not jeopardize current programs for the majority of students. No new program will be added unless it meets a clearly demonstrated, mission-related need; it survives a cost-benefit analysis; its impact on other programs/courses/services is addressed; adequate staffing, staff development, funding and facilities are provided; and it contains an evaluation procedure. ~~The proposed mini magnet does not put undue stress on the District for sufficient staff, staff training, resources and facilities.~~ Nothing will take precedence over the pre-kindergarten through 12th grade education program.

The philosophy of mini-magnet development shall be evident in the Millard School District through the opportunity of personnel, parents, community members, and students when appropriate, to collaborate in the design and implementation of (1) ~~Mission philosophy s~~Statement, (2) program goals, (3) yearly developed activities, (4) curriculum selection, (5) instructional methods, (6) staff selection, and (7) evaluation methods. Mini-magnets will abide within the District policy and guidelines, district strategic plan, district and state standards and indicators and assessments ~~and outcomes~~, and function within the budget constraints given.

While fully supporting these collaborative efforts, the Board recognizes its ultimate authority and responsibility for decisions, which impact the direction of education in the Millard Schools.

Policy Adopted: February 16, 1998
Revised: May 19, 2008; March 21, 2011

Millard Public Schools
Omaha, Nebraska

Site-Based Planning and Management

10001.1

Mini-Magnet Development Process

Introduction:

The ~~Board of Education of the Millard Public Schools~~ [District](#) supports the philosophy of mini-magnet programs as reflected in this rule.

The ~~Board~~ [District](#) believes that mini-magnet development can be achieved through the process of shared decision-making. The process provides that certain decisions concerning mini-magnet development can be made at the program level, through the stakeholders most directly involved with the program, and within the context of the District's policies and plans. The Board [of Education](#) recognizes that shared decision-making provides the opportunity for staff, parents, community members, and students, to collaborate in the District's Strategic Plan and promote increased student [enrollment and](#) achievement through alternative educational processes. [Proposals for mini-magnets may be the result of community interest, a building site plan, District strategic plan, and/or District initiation.](#)

While fully supporting these collaborative efforts, the Board recognizes its ultimate authority and responsibility for decisions that impact the direction of education in the Millard Public Schools. [In the case of low enrollment, the Superintendent shall inform low enrollment buildings of the opportunity for building site teams to plan for their future with this rule to guide their planning. In the event that low enrollment buildings do not generate a plan for their future, the Superintendent may direct the development of a plan for the future of low enrollment buildings in accordance with this rule. If necessary, the Superintendent may replace and reassign the current principal and staff, and assemble a building team to implement the District-generated plan.](#) The authority and responsibilities delegated to the mini-magnet Development Task Force shall be in accordance with district policies and shall be subject to the authority and responsibility of the Board of Education, the Superintendent and the administrator of the mini-magnet or district unit or division which the task force represents.

Definitions:

Mini-Magnet is the broad term used to identify a district-sponsored program that utilizes a specific curriculum, classroom management and structure, and instructional practices that are significantly different from the regular Pre K-12 Education Program, yet still embraces the District ~~outcomes~~ [standards, indicators,](#) and assessments while attracting students from across the District [and open to students from outside the District. Examples of such mini-magnets include, but are not limited to, Core Academy, Montessori, and International Baccalaureate \(Primary Years Program, Middle Years Program, and Diploma Program\) programs.](#)

[In addition, mini-magnets may be designed to attract enrollment through the use of a district-funded and district-directed program with a specific, specialized concentration encompassing K-5, 6-8 and/or 9-12 in all areas and which is intended to attract interested students. Such programs may include, but are not limited to: math/science and engineering, computer science and technology, visual, performing and communication arts, international studies and foreign language, and year-round school.](#)

[Mini-Magnet Concept Development Committee may be made up of community members and/or interested building staff who share a common vision and desire to promote a specific mini-magnet program for District adoption and advancement. The Mini-Magnet Concept Development Committee is responsible for completing the initial proposal as defined in Phase I of this Rule.](#)

Mini-Magnet [Preliminary Proposal Development Committee](#) is made up of interested stakeholders who participated in the Phase 1: Identification of a Mini-Magnet Concept. ~~To this committee will be added a designee of the Superintendent and other interested parties.~~ [A designee of the Superintendent and other interested parties will be added to this committee.](#) This committee will be responsible for the completion of Phase 2: Preliminary Proposal Development that will be submitted to the Superintendent and Cabinet by the specified date. The Proposal Development Committee understands that the proposed mini-magnet concept has not been approved and no commitment has been made to approve the concept.

Mini-Magnet Development Task Force is made up of stakeholders from the program that plan collaboratively by establishing their vision and mission, define the goals that shape the direction of the program, and develop the curriculum, staff needs, and parent communication. The development task force shall include a district administrator, parents, staff, business partners and students when appropriate. The development team will have between 10 to 12 members. The total number of certified staff and the total number of parents shall be within one of each other for the development team. Representatives other than district employees will be non-paid volunteers. The development task force would be required to complete its work by May, so the staff and administrator could prepare for the start-up of the program. The goal of the development task force would then be complete and this task force would be dissolved.

Parameters for Task Force Meetings:

- All mini-magnet development task force meetings will be facilitated by a district administrator.
- All mini-magnet development task force meetings will be scheduled by the administrator of record for that program.
- No mini-magnet development task force meeting will be conducted without a quorum of six members.
- A consensus decision-making process will be used by the development task force.
- The mini-magnet development task force's work will conclude prior to program implementation.

Mini-Magnet Leadership Support will be provided by the District. The Superintendent, human resources division, and the principal of the designated facility will identify the level of need for leadership support, the qualifications of the staff person, and their job description. The leadership support staff person will be brought into the planning process during Phase 3: Planning for Start-up.

Mini-Magnet Parent Education Group may meet up to four times each year as needed. The purpose of the parent group will be to provide parents of children in the program an opportunity to learn more about the program, to ask questions about the program to program staff, and to raise funds to support specific program needs. There may be parent officers if desired by the parents. Any activities or fundraising by the parent group cannot conflict with the building PTO/PTA of which they are members. Fundraising will be by parents only, no children will be asked to participate.

Building PTO/PTA will consist of parents from all programs residing in the building. Officers may be from either group, but no specific requirements of equal representation will be enforced. PTO/PTA sponsored activities and fundraising will support the building in general and not be directed to any specific program needs.

Building Planning and Implementation Teams will be a proportional representation of all programs housed in the building. Parents and staff of each program will elect their own members. Building Planning and Implementation Teams will be bound by Policy 10,000.

Consensus Method will be used by the Mini-Magnet Development Task Force in an affirming environment marked by mutual support and respect. Consensus exists when participants whose support is needed to implement a decision, agree with the decision and express a commitment to support it.

The process is based on trust and a belief in the strength of shared responsibility in decision-making. Participants must be well informed and communicate effectively in order to make good decisions. Therefore, school decision makers will use processes that include provisions for informed dialogue, decision, action and evaluation. Participants in the process must engage in continuous communications with their constituents so that decisions will reflect agreement within the mini-magnet community. Successful processes will allow for communications among constituents so that decisions will reflect agreement within the mini-magnet community, not just within a particular committee. Successful implementation shall also require regular oral and written communication among individuals, district administration, and the school board.

If consensus cannot be achieved the administrator for that program may make the necessary interim decisions as they continue to work for consensus. In the event the mini-magnet development task force is unable to function effectively, the mini-magnet administrator, or three (3) task force members shall report the same to the District Superintendent together with a detailed report of the issues and parts of disagreement where upon the District Superintendent or his/her designee shall meet with the Development Task Force to resolve the issues. If the issues cannot be resolved, the dispute shall be submitted to the Board of Education through the Superintendent for resolution of the issue or issues.

Mini-Magnet Development Phases:

Phase 1: Identification of a Mini-Magnet Concept

The following information must be submitted to the Superintendent no later than August 31 (Yr.1) to be reviewed and presented to Cabinet ~~for consideration by October 1~~ for consideration by September 15 (Yr.1).

- I. Abstract
- II. Impetus for Concept Proposal (community based, building site plan, District, etc.)
- ~~I. Identify the need, scope, purpose and description of the program.~~
- III. Need, Scope, Purpose
- IV. Program Description and Philosophy
 - A. Instructional philosophy
 - B. Grade levels
 - C. Calendar
 - D. Specific licensure or training requirements for program or staff
- ~~II. Identify the goals of the program. Is the program consistent with the District strategic plan? Does the program duplicate existing goals or methods already in place in the District? Does the program address unmet needs in the District? Would the program jeopardize the majority of the students or district program? What group of students is this program designed for?~~
- V. Program Goals
 - A. Identify how the program is consistent with the District strategic plan.
 - B. Identify how the goals or methods of the program are different from those in existing programs.
 - C. Identify the needs that this program will meet that are not addressed in the District program.
 - D. State why the program will not jeopardize the majority of the students or district programs.
- VI. Target Student Population
 - ~~III. Identify the interest of potential students through parent surveys.~~
- VII. List of Parents Committed to Enrolling Their Child(ren) in the Program (if applicable)
 - ~~IV. Secure signatures of program identification group if parent/community initiated.~~
- VIII. Program Start-Up Costs and Yearly Reoccurring Costs
 - A. Staff needed and certification required
 - B. Training costs
 - C. Curriculum materials
 - D. Equipment needs
 - E. Supplies
 - F. Facility modifications
 - G. Other program needs
- IX. Facility Needs for the Program
- X. Publicity Plan
- XI. Parent Involvement Expectations
 - A. Volunteer hours, PTO/Booster Club, Fundraising, Homework
- XII. Collaboration with Other District Programs

The Superintendent and Cabinet will apply the following criteria to the mini-magnet concept and render a decision to move to Phase 2 by September 15 (Yr.1):

- I. The proposed concept meets the definition of a mini-magnet program
- II. ~~I.~~ A philosophic predisposition exists in the community and is affirmed by the Board of Education that values the concept of parent choice in education.
- III. ~~II.~~ The proposed mini-magnet is consistent with the philosophy of the District and the legal requirements placed upon the District.
- IV. ~~III.~~ The proposed mini-magnet does not duplicate existing goals or methods already in place in the District. The proposed mini-magnet addresses ~~previously unmet~~ specific educational needs. These needs are well defined and capable of being assessed.
- V. ~~IV.~~ The proposed mini-magnet does not stimulate a major political or values backlash such that the functioning of the District for the majority of students would be jeopardized.
- VI. The proposed mini-magnet meets District Strategic Planning parameters that include: No new program will be added unless it meets a clearly demonstrated, mission-related need; it survives a cost-benefit analysis; its impact on other programs/courses/services is addressed; adequate staffing, staff development, funding and facilities are provided; and it contains an evaluation procedure. Nothing will take precedence over the pre-kindergarten through 12th grade education program.
- VII. The mini-magnet concept has the potential to increase enrollment in the District and at a specific building as demonstrated by an analysis of community interest and enrollment trends in similar programs.

~~The Superintendent will meet with the mini-magnet concept developers during the next two-week period to respond to the request.~~ If the concept is accepted and allowed to move ahead into Phase 2: Preliminary Proposal Development, a designee of the Superintendent will be assigned to work with ~~the group~~ the Preliminary Proposal Development Committee to develop and submit the ~~proposal~~ Preliminary Proposal by ~~March~~ December 1 (Yr.1). The Superintendent will inform the Board of Education about the mini-magnet concept. Movement from Concept Development to Preliminary Proposal Development does not constitute program approval nor a commitment to implement the mini-magnet concept.

Phase 2: Preliminary Proposal Development

A cross-section of teachers, parents or prospective students (when appropriate), administration, and community members (unpaid volunteers) interested in the mini-magnet concept and involved in the proceeding steps will form the Preliminary Proposal Development Committee. The Superintendent's designee will become a member of the committee.

Preliminary Proposal Development Committee will submit a report by December 1 (Yr. 1) with ~~compile~~ the following information:

- I. ~~Expand on~~ Refine the need, scope, purpose and description of the program based upon additional research and in response to the Superintendent and Cabinet's feedback.
- II. Program Description and Philosophy
(expanded and refined from Phase I)
 - A. Specific licensure or training requirements for program r staff
 - B. Grade levels
 - C. Calendar
 - D. Instructional philosophy
- ~~II. Expand the goals of the program.~~
- III. Program Goals

(expanded and refined from Phase I)

- A. Identify how the program is consistent with the District strategic plan.
- B. Identify how the goals or methods of the program are different from those in existing programs.
- C. Identify the specific educational needs that this program will ~~meet~~ address ~~that do not currently exist in the District program.~~
- D. State why the program will not jeopardize the majority of the students or district programs.

~~III. — Develop a list of parents who are committed to enrolling their child in the program.~~

IV. Objectives and Action Steps

V. Curriculum and Instructional Program

- A. Curriculum alignment to District Standards & Indicators
- B. Curriculum materials
- C. Support Programs

VI. Detailed Proposed Budget

~~IV.~~ Identify the costs needed to start up the program and yearly reoccurring costs. Complete a cost-benefit analysis of the program.

VII. Detailed Facility Needs

~~V.~~ Identify the facility and classroom space needs for the program. Project over a three- to five-year program.

~~VI. — Prepare a time line for meeting the preliminary proposal deadline.~~

VIII. Student Assessments (beyond district and state assessments)

IX. Support Services Needs

X. Communication Plan

~~VII.~~ Identify a plan for how the program will be publicized.

XI. Parent Involvement Plan

- A. ~~III.~~ Develop a list of parents who are committed to enrolling their child in the program through the use of district-wide student/parent interest surveys.
- B. ~~VIII.~~ Identify expectations of how parents will be involved in the program on an ongoing basis (volunteer hours, parent booster club, etc.).

XII. Program Evaluation Plan

- A. ~~IX.~~ Identify how the mini-magnet program will work in collaboration with other programs sharing the same facility (participation on joint building implementation team, joint PTO, etc.).
- B. ~~X.~~ Submit preliminary proposal to Associate Superintendent of Educational Services for presentation to Cabinet by ~~March~~ December 1 (Yr. 1).

Cabinet will review the preliminary proposal based on the following feasibility indicators:

- I. Sufficient qualified staff exist or can be acquired to implement the program as it is intended (administrative, teaching, aide, support).
- II. Sufficient money exists to secure qualified staff and materials to implement the program as it is intended without undo pressure on the regular program.
- III. Sufficient space requirements are available to assure that a safe and healthy learning environment without undo disruption to other regular programs.

- IV. The overall expenditures of resources (money, staff and space) are comparable to expenditures for regular programs. (Additional start-up costs may be required in the initial phases of implementation.)
- V. The proposed mini-magnet does not place unwarranted or unwanted stress on the neighborhood concept of education.

If the preliminary proposal is accepted by Cabinet, it will be submitted to the Millard Board of Education for approval by February 1 (Yr. 1). If approved by the Board of Education, a program administrator will be assigned by the Superintendent along with any other parameters deemed appropriate. The Superintendent, human resources division, and the principal of the designated facility will identify the level of need for leadership support, the qualifications of the staff person, and their job description. The leadership support designee will be brought into the planning process sometime during Phase 3 - Planning for Start-Up.

Phase 3: Planning for Start-up

The Development Task Force will be notified by ~~May 1~~ February 1 (Yr. 1) to begin Phase 3 and must have the following components set forth below developed and presented to Cabinet by December 1 (Yr. 2). This date is critical for budget development, communication with interested staff, parents, and students, enrollment considerations under within District transfers and open/option enrollment, and ordering and organizing for fall implementation. The final months of January to May (Yr. 2) will be utilized for final planning and organization, ordering materials, hiring staff, communicating with parents and district staff, and registering students.

- I. The current Proposal Development Committee may be expanded if necessary and changed to the Development Task Force. The job of this task force will be completed prior to program implementation; therefore, the task force will be dissolved prior to program implementation.
- II. An external facilitator will be assigned by the Superintendent to work with the mini-magnet development task force to identify the mission, objectives for the program, and action steps for the objectives.
- III. The mini-magnet development task force will meet on a regular basis (weekly, monthly) to develop:
 - A. The curriculum and instructional program,
 - B. A proposed budget,
 - C. Identify facility needs,
 - D. Student assessment program,
 - E. Program evaluation,
 - F. Technology plan,
 - G. Support services plan,
 - H. Implementation timeline
 - I. Grant development/submission
 - J. Facility needs
 - K. Purchase/obtain materials & equipment
 - L. Interview/select staff
 - M. Training/staff development
 - N. Curriculum alignment
 - O. Support programs
 - P. Instructional minutes
 - Q. Calendar, school schedule
 - R. Student registration/enrollment
 - S. Student activities/organizations
 - T. Representation of Parents on Site Planning Team
 - U. Communication
 - 1. Teachers, parents, community, district at-large
 - 2. PTO/Booster Clubs
 - 3. Parent Education Group
 - 4. Parent involvement plan
 - 5. Newsletter

- 6. [Web page](#)
 - 7. [Program description](#)
 - V. and other program components.
- IV. The administrator on the development task force will submit required reports as needed for District budget planning process, facility location, obtaining materials, identification of staff, training of staff, publicize program, registration of students, and other start-up needs of the program.
 - V. A budget for curriculum development, staff training and other initial start-up costs will be implemented.
 - VI. A budget for classroom set-ups and other needs will be expended in the summer prior to fall implementation.
 - VII. [An enrollment process will be created and in place by February 1 \(Yr.2\) to facilitate enrollment into the mini-magnet program or school. Enrollment procedures will follow these priorities:](#)
 - A. [currently enrolled students and/or siblings of currently enrolled students, if applicable.](#)
 - B. [within-district transfer students.](#)
 - C. [open or option enrollment students.](#)
 - D. [lottery/randomization will be utilized at any of the steps when necessary](#)
 - VIII. ~~VII~~-An evaluation process to include evidence and criteria for making judgments about the program will be set up with assistance from the [Department of Assessment](#), Research and Evaluation ~~department~~ for the first five years of the program. Possible questions might include:
 - A. What levels are the students achieving in district outcomes?
 - B. To what extent does the [mini-magnet](#) school implement its program?
 - C. What is the breadth and depth of curriculum?
 - D. What instructional practices are used?
 - E. What is the per-student cost for the program?
 - F. What role does support services play in the program?
 - G. What are the demographics of the program?
 - H. What are the opinions/attitudes of parents, teachers, administrators, and students toward the program?
 - I. [Has the enrollment of the school increased and/or is the mini-magnet enrollment sufficient to sustain the program?](#)

Phase 4: Year One of Operation

- I. It will be the responsibility of the assigned administrator to continue to refine program needs and work to complete the mission and goals of the program. The mini-magnet leadership support person will be assigned specific tasks by the administrator of the building and will be accountable to that person.
- II. Communication between teachers, parents, community, and the District at-large is conducted.
- III. The building administrator will be responsible to see that a proportional representation of both programs is part of the building planning and implementation teams.

- IV. The building administrator will be responsible for providing conditions for a combined PTO of all program groups. Programs sponsored by PTO will support building projects that include the needs of both.
- V. The building administrator will be responsible for organizing a parent education group for the mini-magnet program to assist parents with learning about the program, communicating with others about the program, to raise funds to support the program, to publish a program newsletter, etc. The Parent Education Group shall meet periodically.
- VI. Curriculum development and staff training will continue as needed and be the responsibility of the administrator in the building.
- VII. The program will be monitored yearly through district assessments, program assessments, and an evaluation plan.

Phase 5: Five-Year Program Evaluation

A five-year evaluation will be completed by the [Department of Assessment, Research and Evaluation](#) ~~Office of Planning, Evaluation and Information Services~~ at the end of the fifth year of program operation. If the program has met program mission and goals, a cost-benefit analysis, and student achievement levels within the range of the District, the program will be considered viable and continue. If the program has not satisfactorily met the above indicators, the Superintendent and Board of Education will have the option to continue the program with additional criteria or move to dissolve the program.

Parameters/Rules:

The following district parameters for the operation of mini-magnets must be met.

- I. District student outcomes will be met.
- II. District-level assessments will be utilized.
- III. Class size will be comparable to other district programs.
- IV. Financial support will be comparable to the support for other district programs.
- V. Any Millard student may register for the program, unless specific requirements are identified.
- VI. Staff evaluation shall be conducted using the District model.
- VII. Program evaluation will be on a regular and ongoing basis.
- VIII. A Parent Education Group will be organized for purposes of parent communication.
- IX. Transportation shall be provided by parents/guardians.

Responsibilities

District Level	Site Planning Team	Development Task Force	Parent Ed Group
Staff Evaluation	Grants	Instr. Strategies	Parent Education
Personnel	Site Mission	Curriculum	Publicize
Policy	Site Goals	Program Assessments	Program Activities
Budget Allocation	Site Plans	Staff Selection Input	Program
Calendar	Fundraising	Publicize	Fundraising
Maintenance	PTO	Program Mission	Newsletter
District & State Assessments	Site Budget	Program Goals	

District ~~Outcomes~~ Standards & Indicators Site Activities Parent Involvement
Curriculum/Program Support Planning Team
Program Evaluation Implementation Team
 Food Service
 Graduation Requirements
 Facility
 Hiring

2-YEAR, 18-MONTH TIME LINE

PHASE 1

<u>Year</u>	<u>Month</u>	<u>Date</u>	<u>Task</u>
<u>1</u>	1	Oct. 1 <u>Aug. 1-31</u>	Submit mini-magnet concept to Cabinet <u>Superintendent</u>
<u>1</u>	1	Oct. 1-14 <u>Sept. 1-15</u>	Superintendent decision to move ahead. Designee assigned to Proposal Development Committee

PHASE 2

<u>1</u>	1-6	Oct. 14 – Mar. 1 <u>Sept. 16 – Nov. 30</u>	Proposal Development Committee develops Preliminary Proposal based on criteria.
<u>1</u>	6	Mar. 1 <u>Dec. 1 - Jan. 31</u>	Submit Preliminary Proposal to <u>Superintendent, Cabinet, and if needed Board for decision on mini-magnet concept.</u>
	6-7	Mar. 1 – May 1	Superintendent, Cabinet and Board make decisions about the mini-magnet concept.

PHASE 3

<u>1</u>	8-14	May 1 – Dec. 1 <u>Feb. 1 – April 30</u>	Development Task Force begins planning start up. Specific information is developed and provided the Superintendent for budget, facilities, communication, ordering, etc. Submit initial information to Superintendent.
<u>1-2</u>	14-18	Dec. 1 <u>May 1 (Yr.1)</u> <u>Nov. 1 (Yr.2)</u>	Final planning and organization for start-up.
<u>2</u>		<u>Nov. 1 – Dec. 1</u>	<u>Superintendent, Cabinet, and Board final review and decision to advance to Program Budgeting or not.</u>
<u>2</u>	18	May <u>January – June</u>	Development Task Force dissolves, program is implemented, combined Planning/Implementation Team is elected, PTO organized, and Parent Education Group formed.

Rule Approved: February 16, 1998
 Revised: May 19, 2008; March 21, 2011

Millard Public Schools
 Omaha, Nebraska

Site-Based Planning and Management

Center Development: A Plan for Low Enrollment Buildings 10001.2

I. Definitions

A. Center

1. ~~A Center is a school with a program designed to attract enrollment through the use of a district funded and directed program with a specific, specialized concentration encompassing K-5, 6-8 and/or 9-12 in all areas and which is intended to attract interested students.~~
2. ~~Such proposed programs may originate from either a low enrollment building or the District. Such programs may include, but are not limited to:~~
 - a. ~~math/science and engineering~~
 - b. ~~computer science and technology~~
 - c. ~~visual, performing and communication arts~~
 - d. ~~international studies and foreign language~~
 - e. ~~year-round school~~

B. Center Development Team

1. ~~A Center Development Team shall consist of individuals designated by the Superintendent, who shall participate in the development of the building's Center Plan.~~
 - a. ~~The Center Development Team shall be appointed by the Superintendent or designee and may include a district administrator, parents, building staff and, when appropriate, business partners and students~~
 - b. ~~Representatives other than district employees will be non-paid volunteers.~~
2. ~~If building generated, the Center Development Team is made up of stakeholders from the building, including but not limited to the site-based planning team and/or the School Improvement Team, who plan a Center collaboratively by:~~
 - a. ~~establishing the vision and mission~~
 - b. ~~defining the goals that shape the direction of the Center program~~
 - c. ~~determining the curriculum for the Center~~
 - d. ~~determining staff needs~~
 - e. ~~determining parent communication.~~
3. ~~If district generated, the Center Development Team will be comprised of district curriculum staff with building leadership designated by the Superintendent. This team will:~~
 - a. ~~establish the vision and mission~~
 - b. ~~define the goals that shape the direction of the program~~
 - c. ~~develop the curriculum~~
 - d. ~~determine the staffing arrangement and~~
 - e. ~~determine the parent communication.~~
4. ~~The Development Team will be required to complete its work by Year One, December 1, so the staff and administrator can prepare for the start up of the program which is due by Year Two, May 1. The goal of the Development Team would then be complete and this team would be dissolved.~~

II. Introduction

- A. ~~The Board of Education of the Millard Public Schools supports the development of Centers as a plan to attract students for low enrollment buildings.~~
- B. ~~Center development shall be achieved through the process of shared decision-making.~~
 1. ~~Decisions concerning Center development may be made at the building level, involving those individuals most directly involved with the program, and at the District level within the context of the District's policies and plans.~~
 2. ~~Shared decision-making will provide the opportunity for staff, parents, community members, and students to collaborate and promote increased student achievement.~~
- C. ~~The Board recognizes its ultimate authority and responsibility for decisions that impact the direction of education in the Millard Public Schools.~~

1. ~~The Superintendent shall inform low enrollment buildings of the opportunity for building teams to plan for their future with this rule to guide their planning.~~
 2. ~~In the event that low enrollment buildings do not generate a plan for their future, the Superintendent may direct the development of a plan for the future of low enrollment buildings in accordance with this rule~~
 3. ~~If necessary, the Superintendent may replace and reassign the current principal and staff, and assemble a building team to implement the District-generated plan.~~
- D. ~~The authority and responsibilities delegated to the Center Development Team shall be in accordance with district policies and shall be subject to the authority and responsibility of the Board of Education, the Superintendent and the building administrator.~~

III. ~~Parameters for Center Development Team Meetings~~

- A. ~~All Center Development Team meetings will be facilitated by a building or district administrator.~~
- B. ~~A consensus decision making process will be used by the Center Development Team.~~

IV. ~~Center Leadership Support~~

- A. ~~Center leadership support will be provided by the District.~~
- B. ~~The Superintendent will identify the level of need for leadership support, the qualifications of the staff, and their job descriptions. The leadership support staff person will be involved with the planning process during Phase 2: Planning for Start-Up.~~

V. ~~Center Parent Education Group~~

- A. ~~The purpose of the Center parent education group will be to provide parents an opportunity to learn more about the program, ask questions about the program or program staff.~~
- B. ~~Center Parent Education Groups shall meet as needed.~~

VI. ~~Center Development~~

- A. ~~Preliminary Phase: Center Proposal Development~~
 1. ~~On or before Year One, January 15, low enrollment schools:~~
 - a. ~~will be identified by the Office of the Superintendent~~
 - b. ~~will be informed of their status as low enrollment schools~~
 - c. ~~will be alerted to the contents of Rule 10001.2, Center Development, timelines and planning phases~~
 2. ~~On or before Year One, May 1, low enrollment schools shall declare their intention to the Superintendent regarding Center Development of each school year, and indicate their timeline for proceeding with Center Development. The team will provide the following information:~~
 - a. ~~The need, scope, purpose and description of the proposed Center program.~~
 - b. ~~The goals of the program:~~
 - 1) ~~Identify how the program is consistent with the District strategic plan.~~
 - 2) ~~Identify how the goals or methods of the program are different from those in existing programs.~~
 - 3) ~~Identify the needs that this program will meet that do not currently exist in the District program.~~
 - 4) ~~Identify the staff development needs for the program.~~
 - 5) ~~State why the program will not jeopardize the majority of the students or district program.~~
 - 6) ~~State what the attraction will be for increased enrollment at the low enrollment school.~~
 3. ~~On or before Year One, June 1, low enrollment schools will receive a "status report" from the Superintendent to inform them of the District's expectations and intentions pertaining to the timeline set forth for increasing the school's enrollment.~~
- B. ~~Phase 1: Center Proposal Development~~
 1. ~~Center Development Teams at the building level shall develop the proposal of the building's Center Plan. The Superintendent or designee will become a member of the~~

~~committee. The following information shall be submitted to the Superintendent on or before Year One, December 1:~~

- ~~a. refined statement of need, scope and goals based on the Superintendent's response~~
- ~~b. interest of potential students through district-wide data~~
- ~~c. signatures of Center Development Team~~
- ~~d. identify the facility and classroom space needs for the program and the space available within the school to accommodate the program. Project use of building space over a three to five year time period.~~
- ~~e. The administrator on the Center Development Team will submit required reports for an Implementation Plan (Phase-in over multiple years, if necessary) for:

 - ~~1) district budget planning process~~
 - ~~2) evidence of sufficient enrollment~~
 - ~~3) facility needs~~
 - ~~4) obtaining materials~~
 - ~~5) identification of staff~~
 - ~~6) training of staff~~
 - ~~7) publicizing and marketing the program to the identified target market~~
 - ~~8) registration of students~~
 - ~~9) timeline, and~~
 - ~~10) other start-up needs of the program.~~~~
- ~~f. A budget for curriculum development, staff training and other initial start-up costs will be implemented.~~
- ~~g. A budget for classroom set-ups and other needs will be expended in the summer prior to fall implementation~~
- ~~h. A cost-benefit analysis will be conducted.~~

- ~~C. The Superintendent and/or designee shall review the Center Plan to evaluate and determine that:

 - ~~1. The Center concept being proposed is a significantly different emphasis with a specific specialized concentration encompassing one of the levels K-5, 6-8 or 9-12 and designed to attract students to the school with low enrollment.~~
 - ~~2. A proposed Center is consistent with the parameters of the strategic plan, the philosophy of the District and the legal requirements placed upon the District.~~
 - ~~3. The proposed Center addresses previously unmet needs. These needs are defined and capable of being assessed.~~
 - ~~4. The proposed Center does not stimulate a major political or values backlash such that the functioning of the District for the majority of students would be jeopardized.~~
 - ~~5. Sufficient qualified staff exist to implement the program as it is intended (administrative, teaching, paraprofessional, support).~~
 - ~~6. Sufficient money exists to secure qualified staff and materials to implement the program as it is intended without undo pressure on the regular programs of the District or building.~~
 - ~~7. Sufficient space requirements are available.~~
 - ~~8. The overall expenditures of resources (money, staff and space) are comparable to expenditures for regular programs. (Additional start-up costs may be required in the initial phases of implementation.)~~
 - ~~9. The benefits outweigh the costs; i.e., the project survives a cost-benefit analysis.~~~~
- ~~D. The Superintendent will report on the Center proposal to the Board of Education.

 - ~~1. The Center Development Team will be notified on or before Year Two, January 15 as to the proposal's disposition.~~
 - ~~2. The minimum number of students necessary to implement the program will be determined by the Superintendent and communicated to the low enrollment school.~~~~
- ~~E. Phase 2: Planning for Start Up. The following components shall be developed and presented to the Superintendent on or before Year Two, May 1:

 - ~~1. Center Development Team members will:

 - ~~a. determine the curriculum and instructional program~~
 - ~~b. implement staff development~~
 - ~~c. organize and modify the facility~~~~~~

- d. ~~develop a support services plan, and other program components.~~
 - 2. ~~Establish enrollment procedures that follow these priorities:~~
 - a. ~~currently enrolled students~~
 - b. ~~siblings of currently enrolled students~~
 - c. ~~within-district transfer students~~
 - d. ~~option enrollment students~~
 - e. ~~lottery will be utilized at any of the steps when necessary~~
 - 3. ~~An annual evaluation process to include evidence and criteria for making judgments and recommendations about the program will be set up with assistance from the Office of Planning, Evaluation, and Information Services. Possible questions might include:~~
 - a. ~~Has the enrollment of the school increased?~~
 - b. ~~What levels are the students achieving in district outcomes?~~
 - c. ~~To what extent does the Center school implement its program?~~
 - d. ~~What is the breadth and depth of curriculum?~~
 - e. ~~What instructional practices are used?~~
 - f. ~~What is the per student cost for the program?~~
 - g. ~~What role does support services play in the program?~~
 - h. ~~What are the demographics of the program?~~
 - i. ~~What are the opinions/attitudes of parents, teachers, administrators, and students toward the program?~~
- F. ~~Phase 3: Two Three Year Implementation~~
 - 1. ~~The building administrator shall continue to refine program needs and work to complete the mission and goals of the program.~~
 - 2. ~~Communication between teachers, parents, community, and the District at large shall continue as needed.~~
 - 3. ~~Curriculum development and staff training will continue as needed and be the responsibility of the building principal.~~
 - 4. ~~If, after one year, sufficient enrollment is not achieved, the District may alter, amend or terminate the program.~~

VII. The following district parameters for the operation of Centers must be met:

- A. ~~Enrollment is increasing toward the Superintendent's goal for full building utilization.~~
- B. ~~District student outcomes will be met.~~
- C. ~~District level assessments will be utilized.~~
- D. ~~Class size will be comparable to other district programs.~~
- E. ~~Financial support will be comparable to the support for other district programs.~~
- F. ~~Staff evaluation shall be conducted using the District model.~~
- G. ~~Program evaluation will be on a regular and ongoing basis.~~
- H. ~~Transportation shall be provided by parents/guardians.~~

Timeline for Center Development

- ~~Year 1 January 15 Identify low enrollment schools~~
- ~~Year 1 May 1 Low enrollment schools provide preliminary proposals and timeline for proceeding~~
- ~~Year 1 June 1 Low enrollment schools receive a "status report."~~
- ~~Year 1 July August Add to site plan~~
- ~~Year 1 December 1 Center Proposal presented to Cabinet Phase I: Center Proposal Development~~
- ~~Year 2 January 15 Cabinet response and Superintendent report to the Board~~
- ~~Year 2 January 15 Superintendent notifies low enrollment school of acceptance, rejection, modification~~
- ~~Year 2 May 1 Phase 2: Planning for Start Up completed and presented to Cabinet~~
- ~~Year 2 August Implementation begins~~

~~Adopted: June 19, 2000~~

~~Millard Public Schools~~

~~Revised: May 19, 2008~~

~~Omaha, Nebraska~~

AGENDA SUMMARY SHEET

AGENDA ITEM: ELEMENTARY LEARNING CENTER PILOT PROGRAM AGREEMENT (Subcouncil #4)

MEETING DATE: March 7, 2011

TITLE AND BRIEF DESCRIPTION: ELEMENTARY LEARNING CENTER PILOT PROGRAM AGREEMENT (Subcouncil #4)

ACTION DESIRED: X Approval

BACKGROUND: Attached is the final agreement between Millard Public Schools and the Learning Community for the Elementary Learning Center Summer Pilot Program. Funds in the amount of \$118,851 are being provided for this pilot program. After review and several versions, the final Agreement document is attached. This final Agreement is the result of input from District legal counsel and on-going negotiations between Renee Franklin, Executive Director - Elementary Learning Centers, and the Educational Services Division. Concerns regarding data, reporting, and other issues have been addressed and the attached document is submitted for your review and approval. The second attached document is the original Learning Community Elementary Learning Center approved program proposal.

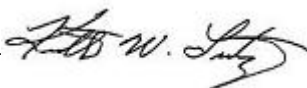
RECOMMENDATIONS: Approve the Learning Community Elementary Learning Center Pilot Program Agreement (Subcouncil #4)

STRATEGIC PLAN REFERENCE: None

TIMELINE: N/A

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

SUPERINTENDENT'S APPROVAL:



ELEMENTARY LEARNING CENTER PILOT PROGRAM AGREEMENT (Subcouncil #4)

This Pilot Program Agreement (“Agreement”) is entered into as of January 21, 2011 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”) and **Douglas County School District 0017, aka the Millard Public Schools**, a Nebraska political subdivision (“District”).

WHEREAS, Learning Community is statutorily authorized to establish and administer pilot projects related to enhancing the academic achievement of elementary students, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility; and

WHEREAS, Learning Community has decided to incorporate any such pilot projects, which it is referring to as “pilot programs,” as part of its system of Elementary Learning Centers; and

WHEREAS, Learning Community has determined to offer pilot programs in those Subcouncil Districts in which it has not established an Elementary Learning Center and has identified offering same in partnership with member school districts, including District, as the most effective means to do so; and

WHEREAS, District is willing to offer a pilot program in partnership with Learning Community.

NOW THEREFORE, in consideration of the mutual agreements, provisions and covenants set forth herein, Learning Community and District (each referred to herein individually as “Party” and collectively as “the Parties”) agree as follows:

1. Statement of Work

a. Pursuant and subject to the terms and conditions set forth in this Agreement, District shall undertake and conduct a summer school program as more specifically set forth in that certain District Proposal & Budget (“Proposal”) submitted to Learning Community, a copy of which is marked as Exhibit “A,” attached hereto, and by this reference incorporated herein (the “Program”).

b. The purpose of the Program is to enhance the academic success of elementary students of District by offering a three week Summer School in July 2011 for up to 175 current kindergarten, first, and second grade students enrolled at the five elementary schools in Millard with high percentages of economically disadvantaged students identified in the Proposal.

2. Performance Period. District will commence work on the Program on or before June 1, 2011 and will conclude work on the Program on or before August 15, 2011 (“Program Term”), which date may be extended by mutual written agreement of the parties hereto. Notwithstanding the foregoing, neither party to this Agreement shall hold another

responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of said party.

3. Fiscal Agent. District shall be the fiscal agent for the Program. As fiscal agent, District shall be solely responsible for compliance with the terms and conditions set forth in this Agreement related to the incurring of Program expenses, including the approval thereof, the payment of any and all bills and invoices related to the Program, and the submission of financial reports to Learning Community related to the Program.

4. Elementary Learning Center Pilot Program. The Program services provided pursuant to the Proposal shall be considered a separate program being incorporated into the school year. The Learning Community and District will jointly announce that the Program is being funded by Learning Community as an Elementary Learning Center pilot program. The Executive Director, Elementary Learning Centers (“Executive Director”) shall, on behalf of and for Learning Community, have general oversight of the Program and compliance by District with the terms of this Agreement, but shall have no authority with regard to the implementation, day-to-day operations or staffing of the Program, which shall be the sole responsibility of District.

5. Participants. District shall determine how many students will enroll in the Program and select the students that will participate in the Program; provided, however, that the Program shall not have an official enrollment of less than fifty percent (50%) of the projected enrollment set forth in the Proposal.

6. Program Funding.

a. Learning Community shall provide funding to District for Program services performed and costs incurred, whether by District or by a third party contracted by District, in accordance with the Program budget set forth in the Proposal.

b. Learning Community shall provide District **\$118,851** total to fund the Program in three (3) installments, as follows:

\$47,540.40, will be remitted once the Agreement has been approved and signed by both parties;

\$47,540.40, which represents the second installment payment, will be remitted at the Program midpoint and subsequent to submission of a midpoint report from District to Learning Community;

\$23,770.20, which represents the final installment payment, will be remitted subsequent to completion of the Program. Upon completion of the Program, District shall furnish to Learning Community a final itemized invoice for the services performed and costs incurred in furtherance and implementation of the Program, and Learning Community, upon approval of those expenses which are consistent with the Program budget, shall pay to District the appropriate amount within 30 days after

receipt of said invoice, which payment shall not result in the total amount paid by Learning Community to District exceeding the total amount set forth in this section.

c. It is agreed and understood by the Parties that the total amount paid by Learning Community to District pursuant to this section shall not exceed the total Program budget set forth in the Proposal and shall constitute the entire consideration to be paid by Learning Community for the Program. Learning Community shall not be liable for any further costs, including, but not limited to, such items as overhead, social security, pension, employment compensation, taxes, or any other expenses, incurred by District, or, if applicable, any third party, in the performance of the services related to the Program.

d. District expressly agrees and acknowledges that District shall be solely and exclusively responsible for any and all costs and expenses incurred in excess of the total amount set forth in Section 6.b hereinabove, including, if applicable, for any and all payments to any third party with whom District contracts to render the services described in the Proposal. District shall apply all amounts paid by Learning Community to the Program and shall not use any amounts paid by Learning Community for other purposes.

e. Learning Community reserves the right to withhold or suspend any payment(s) to be made by Learning Community pursuant to this Agreement, or to require a total or partial refund of Learning Community funds, if, as determined by Learning Community in its sole discretion, such action is necessary: (i) because District has not complied with the terms and conditions of this Agreement, including, but not limited to, failure of District to submit all reports required pursuant to Section 7 herein; (ii) to protect the purpose and objectives of the Program or any other activities of Learning Community; or (iii) to comply with the requirements of any law or regulation applicable to Learning Community, District, or the Program.

7. Reporting.

a. District shall collect and report to the Munroe-Meyer Institute for Genetics and Rehabilitation, University of Nebraska Medical Center (“Evaluator”), the third-party evaluator of the Program retained by Learning Community, specified demographic and program evaluation data, as follows: (i) that data specified in the Proposal; and (ii) data mutually agreed upon by District, Learning Community and Evaluator. Learning Community acknowledges and agrees that identifiable student information obtained by Evaluator from District pursuant to this Agreement is subject to FERPA and FRPL and, in accordance therewith, Evaluator will be required to withhold such information from Learning Community and Learning Community will not be provided access to such information.

b. Within 60 days of Program completion, District shall prepare and submit to Learning Community a written Pilot Program Performance Report (“Report”) which shall include a narrative description of Program activities, and detailed information on Program accomplishments, including progress made on student learning outcomes described in the Proposal. The purpose of the Report is to demonstrate the amount of progress made toward meeting the Program goals as outlined in the Proposal. At the request of Learning Community, District shall make a live presentation of the Report to the Learning Community

Coordinating Council, Achievement Subcouncil No. 4, and the Elementary Learning Center Task Force.

8. Obligations of District.

a. District is responsible for administering and conducting the Program in accordance with this Agreement and for maintaining documentation of all actions taken and expenditures incurred with regard to the Program. District acknowledges that failure to comply with the requirements of this Agreement could result in suspension or termination of the Program and could result in District being required to return Learning Community funds to Learning Community. District shall submit a fully-executed Statement of Assurances regarding the Program to Learning Community with this Agreement, using the form marked as Exhibit "B," attached hereto, and by this reference incorporated herein.

b. District will permit the Executive Director, or other designated representative of Learning Community, to conduct pre-arranged site visit(s) to the Program during the Program Term in order to evaluate the Program, the provision of services, and the administration and implementation of the Program. For purposes of this Section 8.b, such site visits shall be scheduled by the Executive Director, or other designated representative of Learning Community, with District not less than 24 hours in advance.

c. District shall establish and maintain adequate financial records for the Program, which records shall include a systematic accounting of the receipt and disbursement of Learning Community funds, and shall retain original substantiating documents related to specific expenditures of Learning Community funds and shall make these records available for review by Learning Community, or its designated representatives, upon request. District shall keep all financial records with respect to this Program for at least four (4) years following the year during which the Program Term ended. Learning Community, or a designated representative thereof, reserves the right, upon prior written notice, to review District's books and records relating to the expenditure of any funds provided by Learning Community related to the Program.

d. District shall assure that all District employees providing services in conjunction with the Program shall have the appropriate credentialing or other licenses required by state law. District shall require, via contract with any contracted provider of Program services, that such third party assure that its employees have the appropriate credentialing or other licenses required by state law.

e. District will conduct, for its employees providing Program services who will, or may, directly interact with children, or require contracted entities to conduct on all officers, employees and volunteers of said contracted entity involved with the Program who will, or may, directly interact with children, a criminal background check, a national sex offender registry check, and a Nebraska Sex Offender Registry check and neither District nor, if applicable, a contracted provider, shall permit the involvement with the Program of any such individual who does not pass all checks.

f. If applicable, District shall assure that all entities with whom District contracts to provide services for the Program have a license to operate in Nebraska.

g. District shall procure and maintain at all times during the Program Term, and, if applicable, shall require that all entities which whom District contracts to provide services for the Program procure and maintain at all times during the Program Term, the following minimum types and amounts of insurance:

(i) Commercial General Liability insurance provided by a standard form policy covering claims alleging negligence causing bodily injury, death, property damage, including loss of use, personal injury and advertising injury, providing such coverage to District and said insurance shall name the Learning Community as an Additional Insured on a primary and non-contributing basis. Such policy shall be written on an occurrence basis of coverage with limits of not less than \$1,000,000 each occurrence for premises and operations, personal injury liability, \$2,000,000 general annual aggregate limit, \$2,000,000 for product and completed operations aggregate limit, for claims resulting from all operations, products or completed operations. District shall waive its rights of recovery against the Learning Community and will obtain such waiver of subrogation from its insurer. Such waiver of subrogation shall be endorsed to the policy in favor of the Learning Community;

(ii) Sexual Abuse & Molestation coverage with a limit of not less than \$500,000 each occurrence and \$1,000,000 in the annual aggregate;

(iii) Professional or Educator's Legal Liability insurance with a limit of not less than \$1,000,000 each claim;

(iv) Automobile Liability insurance with a combined single limit for bodily injury, death and property damage of not less than \$1,000,000 per accident, which coverage shall apply to all owned, hired and non-owned vehicles used by District, its employees, agents, representatives, volunteers in conducting the Programs and Projects;

(v) Workers' Compensation Insurance covering its employees for all costs and statutory benefits and liabilities under the Nebraska Workers Compensation Act and any similar laws for its employees, and Employer's Liability Insurance with limits of not less than \$100,000 each employee injury, \$100,000 each employee disease, and \$500,000 policy limit for all accident injury or disease. District shall waive its rights of recovery and obtain such waiver of subrogation from its insurer in favor of the Learning Community; and

(vi) Umbrella / Excess Liability Insurance with limits of not less than \$1,000,000 each occurrence which shall provide additional liability coverage in excess of the Commercial General Liability, Auto Liability and Employer's Liability.

Before District or any contracted service provider shall be permitted to begin work or provide services, District and each such contracted service provider shall provide Learning Community with evidence of such insurance issued on a standard ACORD Certificate of Insurance as will meet all insurance requirements stated in this Agreement. It is the sole responsibility of District and each contracted service provider to provide Learning Community with written notice should any required insurance pursuant to this section be cancelled or non-renewed. Failure of District or a contracted service provider to provide and maintain all insurance required, or failure to provide written notice, shall not relieve District or such contracted service provider of its obligation under this Agreement.

By requiring insurance under this Agreement, Learning Community does not represent that the coverage and limits required will necessarily be adequate to protect the District or a contracted service providers for all claims or amounts of loss. Such coverage and limits shall not be deemed or construed to be any limitation of the District's, or its contracted service provider's, liabilities under any indemnification obligations provided to Learning Community under this Agreement.

9. Termination. Either party may terminate this Agreement, with or without cause, at any time upon sixty (60) days prior written notice to the other party; provided, however, that performance may be terminated with immediate effect by Learning Community upon delivery of written notice to District if Learning Community determines, in its sole discretion, that District is in breach of this Agreement.

10. Notice. Any notice required to be given by this Agreement shall be sufficient if communicated in writing and sent by hand delivery or by certified United States Mail, postage prepaid, or by facsimile transmission. Notice shall be given as follows:

District:	Dr. Keith Lutz, Superintendent Millard Public Schools 5606 South 147 th Street Omaha, NE 68137 FAX: (402) 715-8448
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Learning Community:	Renee Franklin Executive Director, Elementary Learning Centers Learning Community of Douglas and Sarpy Counties 6949 South 110th Street Omaha, NE 68128-5721 FAX: (402) 964-2478
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11. Independent Contractor. The parties are independent contractors in their relationship to one another and are not, by virtue of this Agreement or otherwise, made agents, employees, employers, or joint venturers of one another. Neither party shall have authority to bind the other.

12. Indemnification. District covenants and agrees to indemnify and hold harmless Learning Community, its Council members, officers, consultants, agents and employees, their successors and assigns, individually or collectively, from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney's fees, for bodily injury, sickness, disease or death, or property damage in any way arising out of or resulting from District conducting the Program as specified in this Agreement and District further agrees to pay all expenses in defending against any claims made against Learning Community; provided, however, that District shall not be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of Learning Community, its Council members, officers, consultants, agents or employees.
13. Non-Discrimination. The parties of this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, religion, sex, sexual orientation, national origin, disability, age, marital status, citizenship status, or economic status.
14. Governing Law. This Agreement shall be interpreted according to the law of the State of Nebraska.
15. Citizenship Verification. District agrees and acknowledges that it shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. § 4-108 to 4-114, as amended.
16. Compliance with Applicable Laws. Learning Community and District shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement, including, but not limited to, FERPA and FRPL.
17. Amendment. This Agreement may be amended only by written agreement of Learning Community and District.
18. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.
19. Assignment. This Agreement may not be assigned or transferred by either party to this Agreement except by written agreement of the non-assigning party.
20. Entire Agreement. This Agreement, together with any exhibits or schedules hereto, constitutes the entire agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate on the dates set forth below.

**DOUGLAS COUNTY SCHOOL DISTRICT
0017, aka MILLARD PUBLIC SCHOOLS, a
Nebraska political subdivision**

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

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ELEMENTARY LEARNING CENTER PILOT PROGRAM AGREEMENT

Exhibit "A"

District Proposal & Budget

ELEMENTARY LEARNING CENTER PILOT PROGRAM AGREEMENT

Exhibit "B"

STATEMENT OF ASSURANCES

STATEMENT OF ASSURANCES SIGNATURE PAGE

The applicant(s) for Learning Community of Douglas and Sarpy Counties funds hereby assure(s) that:

- The applicant(s) is/are an 'eligible entity' for the Learning Community award as defined by the Request for Proposal.
- Equal opportunities will be provided to persons without discrimination because of race, national origin, creed, age, marital status, sex or disability.
- The findings of evaluations of programs operated by this applicant during previous years were considered when planning the programs proposed in this application.
- The activities proposed in this application take into consideration other educational agency and/or community programs in order to assure a coordinated approach and to avoid duplication of effort.
- Statistical, financial, and descriptive reports required by the Learning Community will be submitted in accordance with applicable laws and regulations. Applicants will provide student data as required in final agreement for the purpose of substantiating the project's impact on student learning.
- Income and expenditure records will be audited in accordance with the appropriate auditing standards for that entity (i.e., governmental, non-profit educational organizations) and any additional auditing criteria specified in the award. The Learning Community will have access to the financial records for this project for a period of five complete fiscal years after the conclusion of the project period.
- A copy of all materials developed will be provided to the Learning Community. The rights to the copyright of all materials produced are retained by the Learning Community unless otherwise specified.
- The applicant has the legal authority to conduct all activities proposed to be funded.
- Applicants will adhere to restricted costs and all policies set forth unless waived by the Learning Community.
- The program will be administered in accordance with all applicable statutes, regulations, program plans and applications.
- The transportation needs of participating students are addressed in the application.
- The proposed program was developed - and will be carried out - in active collaboration with the schools the students attend.
- Appropriate liability insurance will be provided by the applicant(s), including but not limited to sexual and molestation coverage, professional liability coverage, automobile liability coverage, workers' compensation coverage, umbrella/excess insurance.
- If site space is leased from or provided by a sectarian organization, the classes and students shall be physically separated from any religious classes/activities and instruction. Additionally, applicant will not use Learning Community awarded funds to provide, facilitate or discuss religious instruction, doctrine, worship or belief, nor will the program include or discuss such concepts.
- The applicant will: 1) enforce any obligations imposed on agencies, institutions, organizations, and other partners responsible for carrying out the program as specified in the application; 2) correct deficiencies in program operations that are identified through audits, monitoring, or evaluation; and 3) adopt written procedures for the receipt and resolution of complaints in the administration of the program.
- The school district(s) will provide access to pertinent student data to applicant or partnering agencies to be in compliance with state and federal reporting requirements.
- The school district(s) will be part of the collaboration process to address the special needs of students and their families.

- The school district(s) and collaborating partners will share data, including student free and reduced lunch status, required by the evaluation component.
- Equitable services may be offered to non-public school students and their families, if those students are part of the qualifying target population.
- The program will have access to needed space and resources.
- The program will take place in a safe and easily accessible facility.
- The program staff will meet the school district requirements for safety and wellness, including background checks.
- Based on the services proposed, appropriate snacks/meals will be served.

SIGNATURE OF LEAD AGENCY REPRESENTATIVE

To the best of my knowledge and belief, all information in this application is true and correct. The document has been approved by the board(s) or governing body(ies) of the applicant(s) and the applicant(s) will comply with the assurances listed above if the assistance is awarded. The individual who is authorized by the governing body of the applicant to sign on behalf of the organization should sign below. All co-applicant representatives must sign.

Keith Lutz

Superintendent

402-715-8208

TYPED NAME OF LEAD AGENCY REPRESENTATIVE

TITLE

TELEPHONE NUMBER



SIGNATURE OF LEAD AGENCY REPRESENTATIVE

Millard Public Schools

REPRESENTING

10/26/2010

DATE SIGNED

Part 2 – ABSTRACT

Provide a brief overview of project summarizing the need, participants to be served, and the intended outcomes.

Overview:

The mission of Millard Public Schools is to guarantee that each student develops the character traits and masters the knowledge and skills necessary for personal excellence and responsible citizenship by developing a world-class educational system with diverse programs and effective practices designed to engage and challenge all students. Toward that end, the district will hold a three-week summer school in July with three instructional hours per day combined with breakfast and lunch at no cost to the students and physical activity time for students at Sandoz, Holling Heights, Rockwell, Norris, and Cody Elementary Schools facing the challenges of poverty and limited English proficiency who also have academic deficiencies in writing, reading, and math. Services also will be provided to their younger siblings who will enter Kindergarten in fall 2011 and other family families. In addition to instruction for struggling students facing challenges, at least one day of enrichment activities will be made available to students. Millard will provide informational, instructional, and community services in areas such as successful strategies to support student learning, health and wellness, personal finance, accessing social services, child care, and English language classes. The district will provide transportation free of cost to students. Food, books, and educational toys will be collected by other schools in the district for participating students. Each student will be given a book each day to promote literacy outside the school day, one educational game each week to further other skills, and food for the weekend to augment weekend meals at home.

Need:

The poverty rate ranges from 37.5% to 58.41% at the five schools targeted for services. Two of the schools are Title I with Schoolwide Programs and a third has applied to be designated as Title I with Schoolwide Programs. The economically disadvantaged students at these schools and their families do not all have access to many of the same community services other socio-economic groups take for granted, if not most, or balanced meals on a regular basis during the summer school break. Ten percent of the district's limited English proficient students attend the five schools.

Participants:

Participants include students with and without disabilities who currently are enrolled in Kindergarten, first, and second grade at Sandoz, Holling Heights, Rockwell, Norris, and Cody Elementary Schools; their younger siblings who will enter Kindergarten in fall 2011; and their parents and other family members.

The students will have academic deficiencies in reading, writing, and/or math. All participants will be economically disadvantaged and/or limited in English proficiency.

Outcomes:

1. Summer learning loss for currently enrolled students will be eliminated or minimized in math, reading, and writing over the break between school years.
2. Currently enrolled Kindergarten through second grade students will demonstrate achievement gains in math, reading, and writing by the end of the summer school program.
3. Parents will demonstrate an understanding of successful learning support strategies for their children by the end of the summer school session.

Part 3 – TARGET POPULATION

Millard Public Schools' proposal is for a three-week summer school program in July serving 180 students at Holling Heights Elementary School. Targeted for services are students currently enrolled in Kindergarten, first, and second grade at Sandoz, Holling Heights, Rockwell, Norris, and Cody Elementary Schools. Targeted students will be economically disadvantaged and/or limited in English proficiency and have academic deficiencies in reading, writing, and/or math. Family members of students meeting the criteria, including siblings who will enter Kindergarten in fall 2011, also are targeted.

Part 4 – NEED

- a) Document the need for project based on the factors that place students at risk (i.e., economic, health, safety, special needs, etc.), existing services provided to student population, and substantiating data to support each.**

Millard has targeted five elementary schools with high percentages of economically disadvantaged students with summer nutritional and safety needs who are struggling in writing, reading, and math. Cody Elementary School with a 58.41% National School Lunch Program (NSLP) eligibility rate and Sandoz Elementary Schools with a 47.79% NSLP eligibility rate are Title 1 with Schoolwide programs. Rockwell Elementary School, whose NSLP eligibility rate is 42.01%, has applied as a Title 1 Schoolwide Program in 2011-12. Holling Heights Elementary School has an NSLP eligibility rate of 38.36%. The NSLP eligibility rate at Norris Elementary School is 37.5%. During the school year these low income students are guaranteed one nutritious meal each weekday when school is in session. However, nutrition for the students is a concern during the summer school is out; they may not have access to balanced meals on a regular basis. Parents of these low income children have identified the need for wellness, vision, and hearing checks, as well as dental hygiene services and immunizations. Parents also have expressed concern at not having adequate child care and daily supervision for their children during the summer when school is not in

session. Ten percent of the district's students with limited English proficiency attend the five targeted schools.

b) Document the academic and social needs and the need for academic support outside the regular school day.

Low student achievement in reading, writing, and math at Cody, Sandoz, Rockwell, Holling Heights, and Norris Elementary Schools associated with poverty, limited English proficiency, race/ethnicity, and the need for special education services dictates that students receive additional instruction during the summer to increase knowledge retention over the school break and promote academic gain. Third grade writing achievement was measured by 2009-10 district assessments. The percentage of students scoring below or barely proficient in all subgroup populations ranges from 33.33% for Native American students to 60% for students with limited English proficiency as shown by the following chart.

Third Grade Writing	
Subgroup	Targeted Populations: Below or Barely Proficient
National School Lunch Program Eligible	50.98%
Limited English Proficient	60%
Race/Ethnicity:	
Asian	38.46%
American Indian	33.33%
African American	46.16%
Hispanic	45.16%
Caucasian	38.12%
Special Education	62.27%

Reading achievement for 2009-10 third grade reading was measured by the Nebraska State Assessment (NeSA) rather than district assessments. NeSA does not include the percentage for barely proficient as district assessments do. Consequently, NeSA percentages for low achievement may not appear to be as large as they actually are. Test results reflect below proficiency percentages ranging from a low of 15.22% for Caucasian students to a high of 28.57% for students with limited English proficiency. The inclusion of percentages for barely proficient students would have significantly increased the percentages demonstrating need as indicated in the following chart.

Third Grade Reading	
Third Grade Reading	
Subgroup	Targeted Populations: Below Proficient
National School Lunch Program Eligible	24.53%
Limited English Proficient	28.57%
Race/Ethnicity:	
Asian	21.43%
American Indian	0%
African American	25.93%
Hispanic	20%
Caucasian	15.22%
Special Education	34.69%

In fourth grade math, as measured by 2009-10 district assessments, the percentage of low achievement stretch from 29.38% for Caucasian students to 50% for students with limited English proficiency, as shown below.

Fourth Grade Math	
Subgroup	Targeted Populations: Below or Barely Proficient
National School Lunch Program Eligible	45%
Limited English Proficient	50%
Race/Ethnicity:	
Asian	33.34 %
American Indian	0%
African American	50%
Hispanic	44.83%
Caucasian	29.38%
Special Education	49.20%

As indicated in a previously, parents have identified the need for wellness, vision, and hearing checks; dental hygiene services; and immunizations. Millard does not provide these or other community services during the regular school year.

c) Document the lack of school and community services to address identified needs.

Research indicates that students experience significant learning loss after a break in instruction as short as four weeks. (Kamucho & Ledman, 2003) All students lose math skill. Economically disadvantaged students also lose reading skills. Learning loss is more significant for students with special learning needs, such as English language instruction. Among the recommendations for preventing summer learning loss is providing summer school. (Cooper & Harris, 2003) Millard Public School provides three weeks of summer school in June each year, leaving students who can least afford it without formal instruction for six or more weeks. Summer learning loss experienced results in a significant amount of review of previously learned material at the beginning of the new school year. The summer school program will reduce or eliminate the amount of review needed when the students start the new school year and should produce gains they otherwise would not experience.

Even though the Millard area is home to economically disadvantaged and families whose first language is other than English, few free or affordable social and community services are available and none are currently provided in Millard schools.

d) Document the number of students (and/or family) demonstrating a need for this program/service.

According to the most recent food service report, 88% of the 728 Kindergarten through second grade students enrolled at Cody, Holling Heights, Norris, Rockwell, and Sandoz Elementary schools qualify for participation in the National School Lunch Program. Ten percent of the 728 students are limited in English proficiency.

Students participating in the program scored in the lower 25 percentile for letter/sound naming fluency in kindergarten, phoneme sound/nonsense word fluency in first grade, and reading fluency in second grade. Student writing samples were below expected for the grade levels, as were numeracy and basic addition and subtraction facts.

Part 5 – PROJECT DESIGN

The project design should include a comprehensive scope of activities to meet the needs of the whole child and must include activities above and beyond those the school currently offers.

Millard will hold a three-week summer school in July for up to 175 current Kindergarten, first, and second grade students enrolled at the five elementary schools in Millard with the highest poverty rate. Students targeted for participation will be economically disadvantaged and/or limited in English proficiency and have academic deficiencies in reading, writing, and/or math siblings of those students who will enter Kindergarten in fall 2011, and their parents. In addition

to instruction in reading, writing, and math for three hours per day, four days per week, the program will include the provision of community services for family members and enrichment activities for students one day each week. Parents of students enrolled in the program will be surveyed to determine

Part 5A – PROGRAM GOALS

Provide a narrative addressing Learning Community goals/objectives.

Goal:

To enhance the academic success of elementary students, particularly those students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility, by strengthening academic achievement programs to more directly support improved student achievement.

To enhance the academic success of elementary students, Millard will provide a three-week, four-day summer school program with three instructional hours each day combined with breakfast, lunch and physical activity time for students facing the challenges of poverty, limited English proficiency, and low achievement in reading, writing, and/or math. These children are the ones most likely experience high mobility during the school year. Class size will be limited to 10 - 12 students, thus enabling each student to receive individualized instruction from the classroom teacher as appropriate. The program will include one day of informational and instructional sessions for parents focusing on topics such as successful strategies to support student learning, as well as community services such as health and dental screenings that will support the physical well-being of their children and impact student learning.

Objectives:

a) All third-graders will be proficient in reading at least at the third grade level:

To meet the Learning Community and Millard's goal of all third grade students being proficient or above proficient in reading by third grade, the proposed summer school program will provide grade-appropriate instruction in reading to participating Kindergarten through second grade students.

b) All fourth-graders will be proficient in writing and math at least at the fourth grade level:

Writing and math instruction will be provided to students in all three grades (K-2) throughout summer school.

c) Improve school attendance:

To help ensure daily summer school attendance, students will receive free bus transportation. A counselor licensed in social services will work with parents of any student who does not come to school on a daily basis to help them overcome obstacles to attendance and help them understand the importance of consistent educational instruction.

d) Increase parental/community involvement and connectivity with each school and community:

Community services in areas such as health and wellness, personal finance, accessing social services, child care, and English classes will be provided every Friday for the parents of participating students. Informational and/or instruction sessions on how to support their children's learning also will be presented. As an incentive to attend, breakfast and lunch will be provided on Fridays, free of charge for the parents who attend, as well as for their participating child (as it will every day) and their child's siblings.

e) Develop effective methods of monitoring and measuring effectiveness:

To monitor and measure instructional effectiveness, students will complete pre- and post-assessments during the three week summer school session. Kindergartener pre- and post-assessments for letter and sound fluency and number fluency (AIMSweb) and a writing sample scored on four traits. First grade pre- and post-assessments for phoneme and nonsense word fluency (AIMSweb), fact fluency (FASTT Math), and a writing sample scored on four traits. The second grade pre- and post-assessments will be for reading fluency (AIMSweb), fact fluency (FASTT Math), and a writing sample scored on four traits.

f) Leverage resources to maximize support of efforts to close the achievement gap with proven results, avoid duplication and to expand, supplement or implement out-of-school time programs or programs and services that enhance the regular school day curriculum:

Millard Public Schools will utilize existing curriculum and computers, computer labs, and media center resources at Holling Heights Elementary School where summer school will take place. Highly trained district staff also will be utilized. These staff members include Holling Heights teachers with experience working with students enrolled in summer school, a licensed elementary school counselor, and food service personnel who will prepare and serve two meals each day for the students. Millard's Family Resource

Center will give free memberships to parents to enable them to access books and educational toys and games. The Parents as Teachers program will provide services such as demonstrations of strategies to foster literacy to parents. In addition, Millard's business partners will provide in-kind community services for students and their parents and enrichment experiences for the students.

Part 5B – PROGRAM ADMINISTRATION

- a) Describe the membership of team that will administer the program including, but not limited to, aligning the out-of-school time program with the school day program, maintaining and recruiting high quality staff, providing relevant professional development and conducting continuous improvement evaluation practices, as well as program and fiscal management of the grant.**

The team administering the summer school program is comprised of Dr. Mark Feldhausen, Associate Superintendent of Educational Services; Dr. Carol Newton, Director of Elementary Education; Charlene Snyder, Director of Special Education; Jennifer Reid, English Language Learner Department Head; the summer school facilitator, yet to be selected; and a member of the Southwest Kiwanis Board of Directors. Susan McAdam, Grants Coordinator, and Christopher Hughes, Accounting Manager, will work in collaboration with the team to ensure that the program and financial expenditures are in accordance with the parameters of the grant program.

- b) Describe the plan to assure that the demographics reflect the target population demographics.**

A matrix of economically disadvantaged students, students with limited English proficiency, and Kindergarten through second grade students with academic deficiencies in reading, writing, and math in the five targeted buildings will be developed from the district's student database. The matrix will have two tiers, with students having the greatest need in the first tier, students with significant but somewhat lesser need in the second tier. Parents of students in the first tier will be invited to participate before students in the second tier. Should fewer parents than expected in the first tier accept the invitation, parents of students in the second tier will be invited. Families of students accepting the invitation (and represent the same demographics) also will be invited to participate, thus ensuring that the project reflects target population demographics.

- c) Describe the plan for participant recruitment, enrollment, and retention.**

Invitations to attend an informational meeting will be sent to the parents of students at the five targeted schools who are identified as economically disadvantaged and/or limited in English proficiency, with academic deficiencies in reading, writing, and/or math. After

informational meetings are held and parents have had the opportunity to ask questions, they will be invited to enroll their children in the summer school program. A licensed elementary school counselor will contact the parents of any student not in attendance on any given day. Parents of students who do not participate in activities also will be contacted by the counselor to help overcome any obstacles and develop a collaborative relationship

d) Describe the transportation plan to ensure that students travel safely to and from the school buildings and home base or off-site programs.

Millard Public Schools will provide bus transportation for all students from their homes to the school, as well as any enrichment activity sites.

Part 6 – COLLABORATION AND PARTNERSHIP

a) Identify the partners, explaining how they were involved in the development of the application, and how each partner’s contribution(s) will help meet the program’s needs and objectives.

- Millard Public Schools Foundation: The Foundation will contribute \$40,000 to extend the program’s reach from approximately 175 to 200 students.
- Southwest Omaha Kiwanis: A member of the Southwest Kiwanis Board of Directors was invited to sit on the planning team. She was instrumental in determining how to augment the students’ weekend meals and how to promote literacy beyond the school walls. The Southwest Kiwanis will donate one book per student per week so they can enjoy them with their families, as well as food to be given to the students for the weekends.
- Community Collaboration: Millard Public Schools business partners will be asked to contribute in-kind goods and services such as snacks for parents when they participate in Friday sessions. Specific goods and services have yet to be determined. Goods and services will be identified through surveys completed by parents who enroll their children in the summer school program. Business partners to be approached will be determined following survey analysis.
- District/School Collaboration: Partners with Providers - Millard’s Partners with Providers program will send trained staff to licensed day care centers serving low income students to teach literacy strategies. The day care providers will be given children’s books to promote literacy activities. Schools - The 20 elementary schools not targeted for participation in the summer school project will collect food for summer the school students’ weekend backpacks, books to be provided free of charge

to each student each day of school, and educational games to be given free of charge to each student each week during summer school.

b) Describe the partner’s methods of communication/collaboration and delegation of duties/responsibilities or procedures for determining these, including sharing of student information.

Not applicable. The management team is responsible for delegating project duties and communicating with the summer school facilitator. Due to federal privacy regulations, no student information will be shared with partners.

c) Describe how the program will help families support the learning of their children and youth.

Student instruction will take place Mondays through Thursdays, for a minimum of three hours each day. Informational sessions and community services will be provided for parents on Fridays, including one each week on the successful strategies for supporting their children’s learning. These sessions will include helping with homework, promoting and improving literacy, successful study habits, and the lifelong benefits of educational attainment, roles of health and nutrition, the parent as the child’s teacher, fun learning activities using household materials, behavioral strategies at home, and accessing community services.

d) Describe how the program will be carried out in active collaboration with the schools targeted students attend.

The principals of the five targeted school have been instrumental in developing the summer school project. They will continue to work with district level administrators to ensure a quality program that will meet the needs of the students from their schools who participate in the project. Summer school will make use of district curriculum and support materials to ensure alignment of all educational goals and activities. Teachers from the targeted schools will be hired to provide instruction and activities during the summer school project. Extensions of the target school’s programs will be incorporated as appropriate. School rules and expectations that support the 40 Developmental Assets will be utilized.

e) Describe the process to establish an advisory committee to provide guidance for the planning and implementation of the project. Describe potential make up of the advisory committee, their role, and indicate the constituency they represent.

The proposed project is a three week summer school run by the Millard Public School District. Consequently, an outside advisory committee per se is not necessary. However,

the following Millard Public School staff members have been asked to provide input and advice:

- Principals of the five targeted schools, who helped develop the project
- A licensed counselor who will survey the needs of parents and help direct the development of the Friday family activities and assist families access needed services
- The English Language Learner Department Head who works closely with students and families with limited English proficiency
- In addition, a parent from each targeted building will represent the interests and needs of participating families

Part 7 – EQUITABLE ACCESS

a) Describe the plan for equitable access and participation for students, family members, teachers and other program beneficiaries with special needs, including:

i. Students and family members with limited English proficiency and literacy needs.

A matrix of economically disadvantaged students, students with limited English proficiency, and Kindergarten through second grade students with academic deficiencies in reading, writing, and math in the five targeted buildings, including students with disabilities, will be developed from the district's student database. The matrix will have two tiers, with students having four or more of the five risk factors in the first tier. Those with fewer risk factors will be placed in the second tier and invited to participate if summer school is not filled by first tier students. Families of students enrolled in summer school also will be invited to participate and services will be provided to the siblings of students enrolled in summer school who will enter Kindergarten in the fall of 2011. Certificated staff from the five targeted elementary schools will be invited to apply for summer school teaching positions.

ii. If the program intends to charge fees, describe the policies and procedures that will assure all eligible students may participate in the program, regardless of ability to pay.

Summer school will be free of charge for all participating students, pre-kindergarteners, and parents.

Part 8 – SITE LOCATION

- a) Document that the project site is either a school building or an equally safe and accessible location.**

Summer school will be held at Holling Heights Elementary School, 6565 S. 130th Street, Omaha, Nebraska. The school has no barriers that would affect accessibility and established Millard Public School safety policies and procedures will be followed to ensure the safety and security of students. Enrichment activities will be held at locations (such as the Omaha Children’s Museum) where safety and accessibility is assured.

- b) Describe the location and space within the building in which the proposed activities will take place.**

Holling Heights Elementary School is located at 6565 S. 136th Street in south west Omaha. Class size will be limited to approximately 175 students in 18 classrooms. The primary classrooms with the appropriate sized equipment and materials will be utilized, as will the media center, computer lab, and gymnasium. Breakfast and lunch will be served in the cafeteria. Recess will take place on school grounds or in the gymnasium in case of inclement weather. Classrooms also will serve as the location for family and parent activities each Friday.

Non-school Sites:

Not applicable. The applicant is a school district and the project will take place within in a school district owned and operated building.

Part 9 – FISCAL MANAGEMENT

Identify the organization that will act as the fiscal agent for the project and detail their responsibilities. It is recommended that partners develop a written agreement between the fiscal agent and all co-applicants, specifying the fiscal agent’s duties and responsibilities.

Millard Public Schools is the applicant as well as the fiscal agent for the proposed project. The Millard Public School Foundation has agreed to be a financial partner in the project and will contribute \$40,000 over and above the grant provided by the Learning Community of Douglas and Sarpy Counties to enable Millard to increase participation from approximately 175 to 200 students.

Part 10 – EVALUATION

Describe the evaluation process that will be used to show evidence that the program or service is achieving learning community goals and objectives.

The Millard Public Schools Department of Assessment, Research, and Evaluation will collaborate with Midwest Educational Technology Services, Inc. to provide district and parent

agreed upon data for program evaluation purposes to the UNMC Monroe-Meyer Institute for program evaluation.

Part 11 A & B – ADEQUACY OF RESOURCES/BUDGET

Part 11A – ADEQUACY OF RESOURCES

Describe how the existing resources of the center or site (i.e., computer lab) will be used to carry out project activities.

Millard’s existing curriculum and computers, computer labs, and media center resources will be used for educational purposes as required by lessons. Certificated staff will teach classes, a licensed elementary school counselor will work with students and parents as required by individual circumstances, and food service personnel will prepare and serve two meals. Millard’s Family Resource Center will give free memberships to parents to enable them to access books and educational toys and games. The Parents as Teachers program will provide services such as demonstrations of strategies to foster literacy to parents.

Part 11B – BUDGET SUMMARY AND BUDGET JUSTIFICATION

Provide a detailed, itemized budget for each of the following categories:

BUDGET 1

Description/Justification	Cash
a) Salaries	
• Teachers – 18 teachers @ average hourly rate of \$35.93 (including FICA & retirement) X 5 hrs./day X 16 instructional days	\$ 50,302
• Teacher Supervisor – 1 @ average hourly rate of \$35.93 (including FICA & retirement) X 5 hrs./day X 20 instructional days =	\$ 3,593
• Licensed Counselor – 1 @ average hourly rate of \$40.36 (including FICA & retirement) X 5 hrs./day X 16 instructional days =	\$ 3,229
• Parent With Providers Trainers – 2 @ average hourly rate of \$38.20 (including FICA & retirement) X 5 hrs./day X 4 instructional days =	\$ 1,528
• Para-professional – 2 @ average hourly rate of \$16.27 (including FICA) X 5 hrs./day X 18 days =	\$ 2,929
• English Language Learner Liaison/Translator - 1 @ average hourly rate of \$18.75 (including FICA & retirement) X 5 hrs./day X 16 instructional days =	\$ 1,500
b) Instructional Materials – Focus Math: Kindergarten materials, \$1,036; Grade 1, \$498; Grade 2, \$498. Do the Math: Kindergarten numeracy, \$974; Grades 1 & 2 addition/subtraction, \$2,724	\$ 5,730
c) Supplies – Parent activities/support & incidentals for students	\$ 2,000
d) Equipment – No equipment purchases necessary	\$ 0

e) Transportation	
<ul style="list-style-type: none"> Daily bus transportation for 175 students @ \$245.94/student, \$43,040; transportation for enrichment excursion, \$5,000 	\$ 48,040
f) Training – None necessary. All staff are certificated or a specialist in his/her field	\$ 0
g) Mileage – No mileage is necessary	\$ 0
h) Contract Services	0
i) Nutritional Services – To be provided by Millard Public Schools	\$ 0
Total Cost	\$ 118,851
j) Cost per student served – 175 students at total cost of \$118,851	\$ 679.14



Learning Community of Douglas and Sarpy Counties
6949 South 110 Street
Omaha, NE 68128

October 26, 2010

To Whom It May Concern:

This is in support of the Millard Public Schools summer school program for low income and limited English proficient students with academic deficits in reading, writing and math, siblings entering Kindergarten next year and other family members. Millard's goal of enhancing the academic success of these students aligns well with the Foundation's goal of providing Millard students with the knowledge and skills for personal success in an ever-changing world. The Board of Directors fully supports this important program and has approved \$40,000 in funding to expand the number of students served from approximately 175 to 200.

Millard Public Schools has a long history of providing high quality education to all students and doing what is in the best interest of all students. The Foundation strongly encourages the Learning Community of Douglas and Sarpy Counties to give favorable consideration to the Pilot Project proposal submitted by Millard.

Sincerely,

A handwritten signature in blue ink that reads "Gary Steiner". The signature is fluid and cursive, with a long horizontal flourish at the end.

Gary Steiner
Executive Director



Kiwanis Club of Southwest Omaha

Chartered July 6, 1972 Club Key # K07005 www.swomahakiwanis.org

Learning Community of
Douglas and Sarpy Counties
6949 South 110 Street
Omaha, NE 68128

October 28, 2010

Dear Learning Community of Douglas and Sarpy Counties:

Millard Public Schools is highly respected for its unwavering commitment to providing the highest quality education possible to all its students regardless of income level, ethnicity, language level, or inherent ability. The Kiwanis Club of Southwest Omaha was delighted when approached by the school district about partnering in a three-week summer school for students facing the challenges of poverty, limited English proficiency, and other factors, their siblings who will begin school next year and other family members.

In addition to providing input into planning and project implementation, we will help promote literacy by contributing to local efforts to donate enough books for each student to receive one each week free of charge that can be kept and read at home with their parents. We will also contribute to and help coordinate efforts to donate food to be given to the students to take home over the weekend to supplement their families' meals.

The Kiwanis Club of Southwest Omaha fully supports the funding application submitted by Millard Public Schools. A grant from the Learning Community of Douglas and Sarpy Counties will allow Millard to provide valuable educational support to with children with special learning challenges and needed social supports to their families.

Respectfully,

Ginger Hansen
President

Charlene Snyder
Past President



Don Stroh Administration Center • 5606 So. 147th Street • Omaha, NE 68137 • (402) 715-8200 • Fax (402) 715-8409

Learning Community of Douglas and Sarpy Counties
6949 South 110 Street
Omaha, NE 68128

October 26, 2010

To Whom It May Concern:

This is to confirm that 20 Millard elementary school principals have agreed to support Millard's proposed summer school program by organizing book, educational toy, and food drives. They will collect enough books so each summer school student can be given one book each day to keep, enough educational toys so each child can be given one each week to keep, and enough food to be sent home for weekends when students and their families may not have the resources for nutritionally balanced meals.

It is also to confirm that Millard's Partners with Providers (PWP) Program will support the summer school program by teaching literacy strategies to licensed day care providers serving low income students in the Millard Public School attendance area. PWP professional staff will provide the training and will give children's books to the providers as a way of promoting literacy activities outside the school day and the regular school year.

Thank you for considering Millard's grant request. With financial support from the Learning Community of Douglas and Sarpy Counties, summer school students and their families will receive extra educational support and needed community services.

Cordially,

A handwritten signature in blue ink that reads "Carol Newton".

Dr. Carol Newton
Director of Elementary Education

STATEMENT OF ASSURANCES SIGNATURE PAGE

The applicant(s) for Learning Community of Douglas and Sarpy Counties funds hereby assure(s) that:

- The applicant(s) is/are an 'eligible entity' for the Learning Community award as defined by the Request for Proposal.
- Equal opportunities will be provided to persons without discrimination because of race, national origin, creed, age, marital status, sex or disability.
- The findings of evaluations of programs operated by this applicant during previous years were considered when planning the programs proposed in this application.
- The activities proposed in this application take into consideration other educational agency and/or community programs in order to assure a coordinated approach and to avoid duplication of effort.
- Statistical, financial, and descriptive reports required by the Learning Community will be submitted in accordance with applicable laws and regulations. Applicants will provide student data as required in final agreement for the purpose of substantiating the project's impact on student learning.
- Income and expenditure records will be audited in accordance with the appropriate auditing standards for that entity (i.e., governmental, non-profit educational organizations) and any additional auditing criteria specified in the award. The Learning Community will have access to the financial records for this project for a period of five complete fiscal years after the conclusion of the project period.
- A copy of all materials developed will be provided to the Learning Community. The rights to the copyright of all materials produced are retained by the Learning Community unless otherwise specified.
- The applicant has the legal authority to conduct all activities proposed to be funded.
- Applicants will adhere to restricted costs and all policies set forth unless waived by the Learning Community.
- The program will be administered in accordance with all applicable statutes, regulations, program plans and applications.
- The transportation needs of participating students are addressed in the application.
- The proposed program was developed - and will be carried out - in active collaboration with the schools the students attend.
- Appropriate liability insurance will be provided by the applicant(s), including but not limited to sexual and molestation coverage, professional liability coverage, automobile liability coverage, workers' compensation coverage, umbrella/excess insurance.
- If site space is leased from or provided by a sectarian organization, the classes and students shall be physically separated from any religious classes/activities and instruction. Additionally, applicant will not use Learning Community awarded funds to provide, facilitate or discuss religious instruction, doctrine, worship or belief, nor will the program include or discuss such concepts.
- The applicant will: 1) enforce any obligations imposed on agencies, institutions, organizations, and other partners responsible for carrying out the program as specified in the application; 2) correct deficiencies in program operations that are identified through audits, monitoring, or evaluation; and 3) adopt written procedures for the receipt and resolution of complaints in the administration of the program.
- The school district(s) will provide access to pertinent student data to applicant or partnering agencies to be in compliance with state and federal reporting requirements.
- The school district(s) will be part of the collaboration process to address the special needs of students and their families.

- The school district(s) and collaborating partners will share data, including student free and reduced lunch status, required by the evaluation component.
- Equitable services may be offered to non-public school students and their families, if those students are part of the qualifying target population.
- The program will have access to needed space and resources.
- The program will take place in a safe and easily accessible facility.
- The program staff will meet the school district requirements for safety and wellness, including background checks.
- Based on the services proposed, appropriate snacks/meals will be served.

SIGNATURE OF LEAD AGENCY REPRESENTATIVE

To the best of my knowledge and belief, all information in this application is true and correct. The document has been approved by the board(s) or governing body(ies) of the applicant(s) and the applicant(s) will comply with the assurances listed above if the assistance is awarded. The individual who is authorized by the governing body of the applicant to sign on behalf of the organization should sign below. All co-applicant representatives must sign.

Keith Lutz

Superintendent

402-715-8208

TYPED NAME OF LEAD AGENCY REPRESENTATIVE

TITLE

TELEPHONE NUMBER



Millard Public Schools

10/26/2010

SIGNATURE OF LEAD AGENCY REPRESENTATIVE

REPRESENTING

DATE SIGNED

Part 2 – ABSTRACT

Provide a brief overview of project summarizing the need, participants to be served, and the intended outcomes.

Overview:

The mission of Millard Public Schools is to guarantee that each student develops the character traits and masters the knowledge and skills necessary for personal excellence and responsible citizenship by developing a world-class educational system with diverse programs and effective practices designed to engage and challenge all students. Toward that end, the district will hold a three-week summer school in July with three instructional hours per day combined with breakfast and lunch at no cost to the students and physical activity time for students at Sandoz, Holling Heights, Rockwell, Norris, and Cody Elementary Schools facing the challenges of poverty and limited English proficiency who also have academic deficiencies in writing, reading, and math. Services also will be provided to their younger siblings who will enter Kindergarten in fall 2011 and other family families. In addition to instruction for struggling students facing challenges, at least one day of enrichment activities will be made available to students. Millard will provide informational, instructional, and community services in areas such as successful strategies to support student learning, health and wellness, personal finance, accessing social services, child care, and English language classes. The district will provide transportation free of cost to students. Food, books, and educational toys will be collected by other schools in the district for participating students. Each student will be given a book each day to promote literacy outside the school day, one educational game each week to further other skills, and food for the weekend to augment weekend meals at home.

Need:

The poverty rate ranges from 37.5% to 58.41% at the five schools targeted for services. Two of the schools are Title I with Schoolwide Programs and a third has applied to be designated as Title I with Schoolwide Programs. The economically disadvantaged students at these schools and their families do not all have access to many of the same community services other socio-economic groups take for granted, if not most, or balanced meals on a regular basis during the summer school break. Ten percent of the district's limited English proficient students attend the five schools.

Participants:

Participants include students with and without disabilities who currently are enrolled in Kindergarten, first, and second grade at Sandoz, Holling Heights, Rockwell, Norris, and Cody Elementary Schools; their younger siblings who will enter Kindergarten in fall 2011; and their parents and other family members.

The students will have academic deficiencies in reading, writing, and/or math. All participants will be economically disadvantaged and/or limited in English proficiency.

Outcomes:

1. Summer learning loss for currently enrolled students will be eliminated or minimized in math, reading, and writing over the break between school years.
2. Currently enrolled Kindergarten through second grade students will demonstrate achievement gains in math, reading, and writing by the end of the summer school program.
3. Parents will demonstrate an understanding of successful learning support strategies for their children by the end of the summer school session.

Part 3 – TARGET POPULATION

Millard Public Schools' proposal is for a three-week summer school program in July serving 180 students at Holling Heights Elementary School. Targeted for services are students currently enrolled in Kindergarten, first, and second grade at Sandoz, Holling Heights, Rockwell, Norris, and Cody Elementary Schools. Targeted students will be economically disadvantaged and/or limited in English proficiency and have academic deficiencies in reading, writing, and/or math. Family members of students meeting the criteria, including siblings who will enter Kindergarten in fall 2011, also are targeted.

Part 4 – NEED

- a) Document the need for project based on the factors that place students at risk (i.e., economic, health, safety, special needs, etc.), existing services provided to student population, and substantiating data to support each.**

Millard has targeted five elementary schools with high percentages of economically disadvantaged students with summer nutritional and safety needs who are struggling in writing, reading, and math. Cody Elementary School with a 58.41% National School Lunch Program (NSLP) eligibility rate and Sandoz Elementary Schools with a 47.79% NSLP eligibility rate are Title 1 with Schoolwide programs. Rockwell Elementary School, whose NSLP eligibility rate is 42.01%, has applied as a Title 1 Schoolwide Program in 2011-12. Holling Heights Elementary School has an NSLP eligibility rate of 38.36%. The NSLP eligibility rate at Norris Elementary School is 37.5%. During the school year these low income students are guaranteed one nutritious meal each weekday when school is in session. However, nutrition for the students is a concern during the summer school is out; they may not have access to balanced meals on a regular basis. Parents of these low income children have identified the need for wellness, vision, and hearing checks, as well as dental hygiene services and immunizations. Parents also have expressed concern at not having adequate child care and daily supervision for their children during the summer when school is not in

session. Ten percent of the district's students with limited English proficiency attend the five targeted schools.

b) Document the academic and social needs and the need for academic support outside the regular school day.

Low student achievement in reading, writing, and math at Cody, Sandoz, Rockwell, Holling Heights, and Norris Elementary Schools associated with poverty, limited English proficiency, race/ethnicity, and the need for special education services dictates that students receive additional instruction during the summer to increase knowledge retention over the school break and promote academic gain. Third grade writing achievement was measured by 2009-10 district assessments. The percentage of students scoring below or barely proficient in all subgroup populations ranges from 33.33% for Native American students to 60% for students with limited English proficiency as shown by the following chart.

Third Grade Writing	
Subgroup	Targeted Populations: Below or Barely Proficient
National School Lunch Program Eligible	50.98%
Limited English Proficient	60%
Race/Ethnicity:	
Asian	38.46%
American Indian	33.33%
African American	46.16%
Hispanic	45.16%
Caucasian	38.12%
Special Education	62.27%

Reading achievement for 2009-10 third grade reading was measured by the Nebraska State Assessment (NeSA) rather than district assessments. NeSA does not include the percentage for barely proficient as district assessments do. Consequently, NeSA percentages for low achievement may not appear to be as large as they actually are. Test results reflect below proficiency percentages ranging from a low of 15.22% for Caucasian students to a high of 28.57% for students with limited English proficiency. The inclusion of percentages for barely proficient students would have significantly increased the percentages demonstrating need as indicated in the following chart.

Third Grade Reading	
Third Grade Reading	
Subgroup	Targeted Populations: Below Proficient
National School Lunch Program Eligible	24.53%
Limited English Proficient	28.57%
Race/Ethnicity:	
Asian	21.43%
American Indian	0%
African American	25.93%
Hispanic	20%
Caucasian	15.22%
Special Education	34.69%

In fourth grade math, as measured by 2009-10 district assessments, the percentage of low achievement stretch from 29.38% for Caucasian students to 50% for students with limited English proficiency, as shown below.

Fourth Grade Math	
Subgroup	Targeted Populations: Below or Barely Proficient
National School Lunch Program Eligible	45%
Limited English Proficient	50%
Race/Ethnicity:	
Asian	33.34 %
American Indian	0%
African American	50%
Hispanic	44.83%
Caucasian	29.38%
Special Education	49.20%

As indicated in a previously, parents have identified the need for wellness, vision, and hearing checks; dental hygiene services; and immunizations. Millard does not provide these or other community services during the regular school year.

c) Document the lack of school and community services to address identified needs.

Research indicates that students experience significant learning loss after a break in instruction as short as four weeks. (Kamucho & Ledman, 2003) All students lose math skill. Economically disadvantaged students also lose reading skills. Learning loss is more significant for students with special learning needs, such as English language instruction. Among the recommendations for preventing summer learning loss is providing summer school. (Cooper & Harris, 2003) Millard Public School provides three weeks of summer school in June each year, leaving students who can least afford it without formal instruction for six or more weeks. Summer learning loss experienced results in a significant amount of review of previously learned material at the beginning of the new school year. The summer school program will reduce or eliminate the amount of review needed when the students start the new school year and should produce gains they otherwise would not experience.

Even though the Millard area is home to economically disadvantaged and families whose first language is other than English, few free or affordable social and community services are available and none are currently provided in Millard schools.

d) Document the number of students (and/or family) demonstrating a need for this program/service.

According to the most recent food service report, 88% of the 728 Kindergarten through second grade students enrolled at Cody, Holling Heights, Norris, Rockwell, and Sandoz Elementary schools qualify for participation in the National School Lunch Program. Ten percent of the 728 students are limited in English proficiency.

Students participating in the program scored in the lower 25 percentile for letter/sound naming fluency in kindergarten, phoneme sound/nonsense word fluency in first grade, and reading fluency in second grade. Student writing samples were below expected for the grade levels, as were numeracy and basic addition and subtraction facts.

Part 5 – PROJECT DESIGN

The project design should include a comprehensive scope of activities to meet the needs of the whole child and must include activities above and beyond those the school currently offers.

Millard will hold a three-week summer school in July for up to 175 current Kindergarten, first, and second grade students enrolled at the five elementary schools in Millard with the highest poverty rate. Students targeted for participation will be economically disadvantaged and/or limited in English proficiency and have academic deficiencies in reading, writing, and/or math siblings of those students who will enter Kindergarten in fall 2011, and their parents. In addition

to instruction in reading, writing, and math for three hours per day, four days per week, the program will include the provision of community services for family members and enrichment activities for students one day each week. Parents of students enrolled in the program will be surveyed to determine

Part 5A – PROGRAM GOALS

Provide a narrative addressing Learning Community goals/objectives.

Goal:

To enhance the academic success of elementary students, particularly those students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility, by strengthening academic achievement programs to more directly support improved student achievement.

To enhance the academic success of elementary students, Millard will provide a three-week, four-day summer school program with three instructional hours each day combined with breakfast, lunch and physical activity time for students facing the challenges of poverty, limited English proficiency, and low achievement in reading, writing, and/or math. These children are the ones most likely experience high mobility during the school year. Class size will be limited to 10 - 12 students, thus enabling each student to receive individualized instruction from the classroom teacher as appropriate. The program will include one day of informational and instructional sessions for parents focusing on topics such as successful strategies to support student learning, as well as community services such as health and dental screenings that will support the physical well-being of their children and impact student learning.

Objectives:

a) All third-graders will be proficient in reading at least at the third grade level:

To meet the Learning Community and Millard's goal of all third grade students being proficient or above proficient in reading by third grade, the proposed summer school program will provide grade-appropriate instruction in reading to participating Kindergarten through second grade students.

b) All fourth-graders will be proficient in writing and math at least at the fourth grade level:

Writing and math instruction will be provided to students in all three grades (K-2) throughout summer school.

c) Improve school attendance:

To help ensure daily summer school attendance, students will receive free bus transportation. A counselor licensed in social services will work with parents of any student who does not come to school on a daily basis to help them overcome obstacles to attendance and help them understand the importance of consistent educational instruction.

d) Increase parental/community involvement and connectivity with each school and community:

Community services in areas such as health and wellness, personal finance, accessing social services, child care, and English classes will be provided every Friday for the parents of participating students. Informational and/or instruction sessions on how to support their children's learning also will be presented. As an incentive to attend, breakfast and lunch will be provided on Fridays, free of charge for the parents who attend, as well as for their participating child (as it will every day) and their child's siblings.

e) Develop effective methods of monitoring and measuring effectiveness:

To monitor and measure instructional effectiveness, students will complete pre- and post-assessments during the three week summer school session. Kindergartener pre- and post-assessments for letter and sound fluency and number fluency (AIMSweb) and a writing sample scored on four traits. First grade pre- and post-assessments for phoneme and nonsense word fluency (AIMSweb), fact fluency (FASTT Math), and a writing sample scored on four traits. The second grade pre- and post-assessments will be for reading fluency (AIMSweb), fact fluency (FASTT Math), and a writing sample scored on four traits.

f) Leverage resources to maximize support of efforts to close the achievement gap with proven results, avoid duplication and to expand, supplement or implement out-of-school time programs or programs and services that enhance the regular school day curriculum:

Millard Public Schools will utilize existing curriculum and computers, computer labs, and media center resources at Holling Heights Elementary School where summer school will take place. Highly trained district staff also will be utilized. These staff members include Holling Heights teachers with experience working with students enrolled in summer school, a licensed elementary school counselor, and food service personnel who will prepare and serve two meals each day for the students. Millard's Family Resource

Center will give free memberships to parents to enable them to access books and educational toys and games. The Parents as Teachers program will provide services such as demonstrations of strategies to foster literacy to parents. In addition, Millard's business partners will provide in-kind community services for students and their parents and enrichment experiences for the students.

Part 5B – PROGRAM ADMINISTRATION

- a) Describe the membership of team that will administer the program including, but not limited to, aligning the out-of-school time program with the school day program, maintaining and recruiting high quality staff, providing relevant professional development and conducting continuous improvement evaluation practices, as well as program and fiscal management of the grant.**

The team administering the summer school program is comprised of Dr. Mark Feldhausen, Associate Superintendent of Educational Services; Dr. Carol Newton, Director of Elementary Education; Charlene Snyder, Director of Special Education; Jennifer Reid, English Language Learner Department Head; the summer school facilitator, yet to be selected; and a member of the Southwest Kiwanis Board of Directors. Susan McAdam, Grants Coordinator, and Christopher Hughes, Accounting Manager, will work in collaboration with the team to ensure that the program and financial expenditures are in accordance with the parameters of the grant program.

- b) Describe the plan to assure that the demographics reflect the target population demographics.**

A matrix of economically disadvantaged students, students with limited English proficiency, and Kindergarten through second grade students with academic deficiencies in reading, writing, and math in the five targeted buildings will be developed from the district's student database. The matrix will have two tiers, with students having the greatest need in the first tier, students with significant but somewhat lesser need in the second tier. Parents of students in the first tier will be invited to participate before students in the second tier. Should fewer parents than expected in the first tier accept the invitation, parents of students in the second tier will be invited. Families of students accepting the invitation (and represent the same demographics) also will be invited to participate, thus ensuring that the project reflects target population demographics.

- c) Describe the plan for participant recruitment, enrollment, and retention.**

Invitations to attend an informational meeting will be sent to the parents of students at the five targeted schools who are identified as economically disadvantaged and/or limited in English proficiency, with academic deficiencies in reading, writing, and/or math. After

informational meetings are held and parents have had the opportunity to ask questions, they will be invited to enroll their children in the summer school program. A licensed elementary school counselor will contact the parents of any student not in attendance on any given day. Parents of students who do not participate in activities also will be contacted by the counselor to help overcome any obstacles and develop a collaborative relationship

d) Describe the transportation plan to ensure that students travel safely to and from the school buildings and home base or off-site programs.

Millard Public Schools will provide bus transportation for all students from their homes to the school, as well as any enrichment activity sites.

Part 6 – COLLABORATION AND PARTNERSHIP

a) Identify the partners, explaining how they were involved in the development of the application, and how each partner’s contribution(s) will help meet the program’s needs and objectives.

- Millard Public Schools Foundation: The Foundation will contribute \$40,000 to extend the program’s reach from approximately 175 to 200 students.
- Southwest Omaha Kiwanis: A member of the Southwest Kiwanis Board of Directors was invited to sit on the planning team. She was instrumental in determining how to augment the students’ weekend meals and how to promote literacy beyond the school walls. The Southwest Kiwanis will donate one book per student per week so they can enjoy them with their families, as well as food to be given to the students for the weekends.
- Community Collaboration: Millard Public Schools business partners will be asked to contribute in-kind goods and services such as snacks for parents when they participate in Friday sessions. Specific goods and services have yet to be determined. Goods and services will be identified through surveys completed by parents who enroll their children in the summer school program. Business partners to be approached will be determined following survey analysis.
- District/School Collaboration: Partners with Providers - Millard’s Partners with Providers program will send trained staff to licensed day care centers serving low income students to teach literacy strategies. The day care providers will be given children’s books to promote literacy activities. Schools - The 20 elementary schools not targeted for participation in the summer school project will collect food for summer the school students’ weekend backpacks, books to be provided free of charge

to each student each day of school, and educational games to be given free of charge to each student each week during summer school.

b) Describe the partner's methods of communication/collaboration and delegation of duties/responsibilities or procedures for determining these, including sharing of student information.

Not applicable. The management team is responsible for delegating project duties and communicating with the summer school facilitator. Due to federal privacy regulations, no student information will be shared with partners.

c) Describe how the program will help families support the learning of their children and youth.

Student instruction will take place Mondays through Thursdays, for a minimum of three hours each day. Informational sessions and community services will be provided for parents on Fridays, including one each week on the successful strategies for supporting their children's learning. These sessions will include helping with homework, promoting and improving literacy, successful study habits, and the lifelong benefits of educational attainment, roles of health and nutrition, the parent as the child's teacher, fun learning activities using household materials, behavioral strategies at home, and accessing community services.

d) Describe how the program will be carried out in active collaboration with the schools targeted students attend.

The principals of the five targeted school have been instrumental in developing the summer school project. They will continue to work with district level administrators to ensure a quality program that will meet the needs of the students from their schools who participate in the project. Summer school will make use of district curriculum and support materials to ensure alignment of all educational goals and activities. Teachers from the targeted schools will be hired to provide instruction and activities during the summer school project. Extensions of the target school's programs will be incorporated as appropriate. School rules and expectations that support the 40 Developmental Assets will be utilized.

e) Describe the process to establish an advisory committee to provide guidance for the planning and implementation of the project. Describe potential make up of the advisory committee, their role, and indicate the constituency they represent.

The proposed project is a three week summer school run by the Millard Public School District. Consequently, an outside advisory committee per se is not necessary. However,

the following Millard Public School staff members have been asked to provide input and advice:

- Principals of the five targeted schools, who helped develop the project
- A licensed counselor who will survey the needs of parents and help direct the development of the Friday family activities and assist families access needed services
- The English Language Learner Department Head who works closely with students and families with limited English proficiency
- In addition, a parent from each targeted building will represent the interests and needs of participating families

Part 7 – EQUITABLE ACCESS

a) Describe the plan for equitable access and participation for students, family members, teachers and other program beneficiaries with special needs, including:

i. Students and family members with limited English proficiency and literacy needs.

A matrix of economically disadvantaged students, students with limited English proficiency, and Kindergarten through second grade students with academic deficiencies in reading, writing, and math in the five targeted buildings, including students with disabilities, will be developed from the district's student database. The matrix will have two tiers, with students having four or more of the five risk factors in the first tier. Those with fewer risk factors will be placed in the second tier and invited to participate if summer school is not filled by first tier students. Families of students enrolled in summer school also will be invited to participate and services will be provided to the siblings of students enrolled in summer school who will enter Kindergarten in the fall of 2011. Certificated staff from the five targeted elementary schools will be invited to apply for summer school teaching positions.

ii. If the program intends to charge fees, describe the policies and procedures that will assure all eligible students may participate in the program, regardless of ability to pay.

Summer school will be free of charge for all participating students, pre-kindergarteners, and parents.

Part 8 – SITE LOCATION

- a) Document that the project site is either a school building or an equally safe and accessible location.**

Summer school will be held at Holling Heights Elementary School, 6565 S. 130th Street, Omaha, Nebraska. The school has no barriers that would affect accessibility and established Millard Public School safety policies and procedures will be followed to ensure the safety and security of students. Enrichment activities will be held at locations (such as the Omaha Children’s Museum) where safety and accessibility is assured.

- b) Describe the location and space within the building in which the proposed activities will take place.**

Holling Heights Elementary School is located at 6565 S. 136th Street in south west Omaha. Class size will be limited to approximately 175 students in 18 classrooms. The primary classrooms with the appropriate sized equipment and materials will be utilized, as will the media center, computer lab, and gymnasium. Breakfast and lunch will be served in the cafeteria. Recess will take place on school grounds or in the gymnasium in case of inclement weather. Classrooms also will serve as the location for family and parent activities each Friday.

Non-school Sites:

Not applicable. The applicant is a school district and the project will take place within in a school district owned and operated building.

Part 9 – FISCAL MANAGEMENT

Identify the organization that will act as the fiscal agent for the project and detail their responsibilities. It is recommended that partners develop a written agreement between the fiscal agent and all co-applicants, specifying the fiscal agent’s duties and responsibilities.

Millard Public Schools is the applicant as well as the fiscal agent for the proposed project. The Millard Public School Foundation has agreed to be a financial partner in the project and will contribute \$40,000 over and above the grant provided by the Learning Community of Douglas and Sarpy Counties to enable Millard to increase participation from approximately 175 to 200 students.

Part 10 – EVALUATION

Describe the evaluation process that will be used to show evidence that the program or service is achieving learning community goals and objectives.

The Millard Public Schools Department of Assessment, Research, and Evaluation will collaborate with Midwest Educational Technology Services, Inc. to provide district and parent

agreed upon data for program evaluation purposes to the UNMC Monroe-Meyer Institute for program evaluation.

Part 11 A & B – ADEQUACY OF RESOURCES/BUDGET

Part 11A – ADEQUACY OF RESOURCES

Describe how the existing resources of the center or site (i.e., computer lab) will be used to carry out project activities.

Millard’s existing curriculum and computers, computer labs, and media center resources will be used for educational purposes as required by lessons. Certificated staff will teach classes, a licensed elementary school counselor will work with students and parents as required by individual circumstances, and food service personnel will prepare and serve two meals. Millard’s Family Resource Center will give free memberships to parents to enable them to access books and educational toys and games. The Parents as Teachers program will provide services such as demonstrations of strategies to foster literacy to parents.

Part 11B – BUDGET SUMMARY AND BUDGET JUSTIFICATION

Provide a detailed, itemized budget for each of the following categories:

BUDGET 1

Description/Justification	Cash
a) Salaries	
• Teachers – 18 teachers @ average hourly rate of \$35.93 (including FICA & retirement) X 5 hrs./day X 16 instructional days	\$ 50,302
• Teacher Supervisor – 1 @ average hourly rate of \$35.93 (including FICA & retirement) X 5 hrs./day X 20 instructional days =	\$ 3,593
• Licensed Counselor – 1 @ average hourly rate of \$40.36 (including FICA & retirement) X 5 hrs./day X 16 instructional days =	\$ 3,229
• Parent With Providers Trainers – 2 @ average hourly rate of \$38.20 (including FICA & retirement) X 5 hrs./day X 4 instructional days =	\$ 1,528
• Para-professional – 2 @ average hourly rate of \$16.27 (including FICA) X 5 hrs./day X 18 days =	\$ 2,929
• English Language Learner Liaison/Translator - 1 @ average hourly rate of \$18.75 (including FICA & retirement) X 5 hrs./day X 16 instructional days =	\$ 1,500
b) Instructional Materials – Focus Math: Kindergarten materials, \$1,036; Grade 1, \$498; Grade 2, \$498. Do the Math: Kindergarten numeracy, \$974; Grades 1 & 2 addition/subtraction, \$2,724	\$ 5,730
c) Supplies – Parent activities/support & incidentals for students	\$ 2,000
d) Equipment – No equipment purchases necessary	\$ 0

e) Transportation	
<ul style="list-style-type: none"> Daily bus transportation for 175 students @ \$245.94/student, \$43,040; transportation for enrichment excursion, \$5,000 	\$ 48,040
f) Training – None necessary. All staff are certificated or a specialist in his/her field	\$ 0
g) Mileage – No mileage is necessary	\$ 0
h) Contract Services	0
i) Nutritional Services – To be provided by Millard Public Schools	\$ 0
Total Cost	\$ 118,851
j) Cost per student served – 175 students at total cost of \$118,851	\$ 679.14



Learning Community of Douglas and Sarpy Counties
6949 South 110 Street
Omaha, NE 68128

October 26, 2010

To Whom It May Concern:

This is in support of the Millard Public Schools summer school program for low income and limited English proficient students with academic deficits in reading, writing and math, siblings entering Kindergarten next year and other family members. Millard's goal of enhancing the academic success of these students aligns well with the Foundation's goal of providing Millard students with the knowledge and skills for personal success in an ever-changing world. The Board of Directors fully supports this important program and has approved \$40,000 in funding to expand the number of students served from approximately 175 to 200.

Millard Public Schools has a long history of providing high quality education to all students and doing what is in the best interest of all students. The Foundation strongly encourages the Learning Community of Douglas and Sarpy Counties to give favorable consideration to the Pilot Project proposal submitted by Millard.

Sincerely,

A handwritten signature in blue ink that reads "Gary Steiner". The signature is fluid and cursive, with a long horizontal stroke at the end.

Gary Steiner
Executive Director



Kiwanis Club of Southwest Omaha

Chartered July 6, 1972 Club Key # K07005 www.swomahakiwanis.org

Learning Community of
Douglas and Sarpy Counties
6949 South 110 Street
Omaha, NE 68128

October 28, 2010

Dear Learning Community of Douglas and Sarpy Counties:

Millard Public Schools is highly respected for its unwavering commitment to providing the highest quality education possible to all its students regardless of income level, ethnicity, language level, or inherent ability. The Kiwanis Club of Southwest Omaha was delighted when approached by the school district about partnering in a three-week summer school for students facing the challenges of poverty, limited English proficiency, and other factors, their siblings who will begin school next year and other family members.

In addition to providing input into planning and project implementation, we will help promote literacy by contributing to local efforts to donate enough books for each student to receive one each week free of charge that can be kept and read at home with their parents. We will also contribute to and help coordinate efforts to donate food to be given to the students to take home over the weekend to supplement their families' meals.

The Kiwanis Club of Southwest Omaha fully supports the funding application submitted by Millard Public Schools. A grant from the Learning Community of Douglas and Sarpy Counties will allow Millard to provide valuable educational support to with children with special learning challenges and needed social supports to their families.

Respectfully,

Ginger Hansen
President

Charlene Snyder
Past President



Don Stroh Administration Center • 5606 So. 147th Street • Omaha, NE 68137 • (402) 715-8200 • Fax (402) 715-8409

Learning Community of Douglas and Sarpy Counties
6949 South 110 Street
Omaha, NE 68128

October 26, 2010

To Whom It May Concern:

This is to confirm that 20 Millard elementary school principals have agreed to support Millard's proposed summer school program by organizing book, educational toy, and food drives. They will collect enough books so each summer school student can be given one book each day to keep, enough educational toys so each child can be given one each week to keep, and enough food to be sent home for weekends when students and their families may not have the resources for nutritionally balanced meals.

It is also to confirm that Millard's Partners with Providers (PWP) Program will support the summer school program by teaching literacy strategies to licensed day care providers serving low income students in the Millard Public School attendance area. PWP professional staff will provide the training and will give children's books to the providers as a way of promoting literacy activities outside the school day and the regular school year.

Thank you for considering Millard's grant request. With financial support from the Learning Community of Douglas and Sarpy Counties, summer school students and their families will receive extra educational support and needed community services.

Cordially,

A handwritten signature in blue ink that reads "Carol Newton".

Dr. Carol Newton
Director of Elementary Education

**Enclosure
March 7, 2011**

AGENDA SUMMARY SHEET

AGENDA ITEM: Advertisement Displays Placed at Buell Stadium by ScoreTables by Design; Advertisements Sold for Displays at Buell Stadium by ScoreTables by Design

MEETING DATE: Monday, March 7, 2011

DEPARTMENTS: Athletics and Activities

TITLE AND BRIEF DESCRIPTION: Electronic Advertisement Displays Placed at Buell Stadium and Advertisements Sold for These Displays by ScoreTables by Design Shown during Events Held at Buell Stadium during the 2011-2012, 2012-2013, 2013-2014, and 2014-2015 School Years.

ACTION DESIRED: Approval of Recommendation and Contract

BACKGROUND: A recommendation from the high schools' activities directors and District Director of Activities and Athletics that the Board of Education accept the contract for the placement of electronic advertisement displays on the scoreboard at Lyle Buell Stadium by ScoreTables by Design and that ScoreTables by Design be authorized to sell advertisements to be placed in the electronic displays at Lyle Buell Stadium.

Millard Public Schools and ScoreTables by Design are currently in the third year of a four-year contract for the advertisement displays in the high school gymnasiums as well as the sales of advertisements placed in these displays. There are several advantages to the current contract that are applicable to the Buell Stadium contract, if approved:

- There is not an out-of-pocket cost to the District or its high schools for the installation and maintenance of the displays.
- Millard high schools maintain final approval of any and all advertisement panels placed in the displays.
- During the first two years of the current contract the high schools have received a total of \$35,919 for their athletic and activities programs that is split equally between the high schools.

- The cost of the displays (currently \$21,750.00 per year for the six gymnasium displays) is paid off in the first four years of the contract. If and/or when the contract is renewed, this money will be added to the revenue provided to the high schools.
- With the current contract in place, ScoreTables by Design has established contacts who currently purchase advertisement panels in the gymnasiums; these contacts will be provided with the first opportunities to purchase advertisements in the Buell displays, adding to the revenue for the high school athletic and activities programs.

Additionally, the placement of the electronic displays inside Buell Stadium does not violate any current city codes regarding the placement of signage.

OPTIONS/ALTERNATIVE CONSIDERATIONS: 1) do not approve the proposed contract, thereby losing an additional source of revenue for high school athletic and activities programs 2) seek an alternative to the possible placement of advertisement in Buell Stadium for additional sources of revenue, 3) another option for the potential of additional revenue, 4) the non-use of Buell Stadium for advertisement revenue.

RECOMMENDATIONS: It is recommended that the contract for the installation and maintenance of electronic advertisement displays in Lyle Buell Stadium as well as the sales of advertisement panels for the electronic displays in Lyle Buell Stadium be awarded to ScoreTables by Design for the 2011-2012, 2012-2013, 2013-2014, and 2014-2015 school years and that the Director of Activities and Athletics be authorized and directed to execute the contract as well as any and all other documents related to such contract.

STRATEGIC PLAN REFERENCE: N/A

IMPLICATIONS OF ADOPTION OR REJECTION: This recommendation will ensure that we have one vendor in charge of all electronic advertisement panels sold for the electronic displays and that additional revenue will be available for high school extracurricular programs.

TIME LINE: The contract, if approved, is to take effect when signed by both parties. Anticipation of signing date: March 10, 2011.

PERSONS RESPONSIBLE: Craig Whaley, Director of Activities and Athletics

SUPERINTENDENT'S APPROVAL: _____  _____

ScoreTables by Design®
Sports Advertising, Custom Signs & Score Tables

Contract

It is agreed between Douglas County School District No. 17, which is more commonly known as the Millard School District (*District*) and ScoreTables by Design, L.L.C., to establish an advertising program pursuant to the following terms and conditions:

1. ScoreTables by Design will provide the following equipment on the terms of a \$0 lease to the District:

Equipment: Two (2) scroll advertising boards for Buell Stadium, to be placed underneath the scoreboard and Millard Public Schools signage. The dimensions of each unit are four (4) feet by twelve (12) feet, and each has up to twenty (20) advertising panels.

2. Additional advertising products may be provided in the future by ScoreTables by Design as mutually agreed upon. The parties will determine location and type of products at such time, and the terms for any new products shall be set forth in an Addendum to this Contract.

3. ScoreTables by Design will sell space on the scroll boards primarily on yearly contracts to corporations, businesses and organizations (hereafter known as *Advertisers*), provided that no such contract shall extend beyond the term hereof as set forth in Paragraph 6 hereafter.

4. ScoreTables by Design will be responsible for administering the requirements of Advertisers, including (1) executing new and renewal agreements; (2) design, production, installation and maintenance of displays; and (3) billing and collections, as needed.

5. Advertisers shall be subject to approval by the District's administration, consistent with the standards, criteria, and limitations of District Rules 1115.1(I), and 1340.1(II) which are incorporated herein. The District does not by this Contract create or establish an open or public forum, and the District reserves the sole and absolute right to determine acceptable advertisements.

6. This is a four (4) year Contract between the District and ScoreTables by Design, extending through the end of the 2014-15 school year with four (4) one (1) year extensions if each such extension is mutually agreed to by both parties in writing, and subject to early termination in accordance with Paragraph 14 hereinafter.

7. ScoreTables by Design will make payments to the District's Athletic Department (hereafter known as *Athletic Department*) as stipulated below:

- a) For each year of the Contract, ScoreTables by Design shall retain the first \$9,725.00 (\$4,862.50 for each of two advertising scroll boards) of revenue collected from Advertisers who contracted for space on the advertising equipment specified in Paragraph 1, and ScoreTables by Design shall pay to the *Athletic Department* an amount equal to fifty percent (50%) of the remaining revenue collected.
- b) After ScoreTables by Design has produced and installed forty (40) panels for the equipment specified in Paragraph 1, for each year of the Contract, ScoreTables by Design in advance of any payment to the *Athletic Department* shall retain \$500.00 for each additional panel, as compensation for (1) producing and installing additional panels and (2) removing existing panels.
- c) In the event the Contract is renewed following the initial four year term, the annual amount specified in Paragraph 7a will not be retained by ScoreTables by Design from the revenue collected from Advertisers who contracted for space on the advertising equipment specified in Paragraph 1 in advance of any payment to the *Athletic Department*, and ScoreTables by Design shall instead pay to the Athletic Department an amount equal to fifty percent (50%) of the revenue collected.

8. The advertising equipment specified in paragraph 1 shall continue to be the property of ScoreTables by Design throughout the term of this Contract and any extension hereof. ScoreTables by Design shall install said advertising equipment at its own expense, and no electrical or structural changes or alterations in or to the facilities of the District shall be made without the consent of the District. During the term and at no cost to the District, ScoreTables by Design shall repair, maintain, replace if necessary, and keep in working order said advertising equipment, and shall provide District personnel with training regarding the operation of said advertising equipment. Said advertising equipment shall not be removed by the District without the written consent of ScoreTables by Design, and the District shall not encumber said advertising equipment or permit other equipment to be attached thereto except as authorized by ScoreTables by Design. At the end of term or any extension thereof, or upon early termination as provided in Paragraph 14, ScoreTables by Design shall, upon request of the District, remove said advertising equipment at no expense to the District. In the event the District so requests the removal of said advertising equipment and ScoreTables by Design fails or refuses to remove said advertising equipment within thirty (30) days, the District may remove or otherwise dispose of said advertising equipment and all costs incurred by the District shall be the responsibility of and reimbursed by ScoreTables by Design.

9. The District shall not be responsible for, and ScoreTables by Design shall assume all risk of any theft, damage, or destruction of the aforesaid advertising equipment and of any goods, merchandise, fixtures, equipment, or other property belonging to ScoreTables by Design or any person employed by or conducting business with ScoreTables by Design.

10. ScoreTables by Design shall provide to the District on a quarterly basis a written accounting for each calendar month, of all revenues collected from and owed by Advertisers pursuant to this Contract, and of all payments and distributions of such revenues to the District and to ScoreTables by Design pursuant to this Contract. ScoreTables by Design shall keep and maintain accurate and complete records related to this Contract, and ScoreTables by Design shall, upon reasonable notice, make all said records available to the District for examination. Upon examination of said records, any deficiency in payments to the District shall be paid by ScoreTables by Design within thirty (30) days notice of such deficiency, plus reimbursement of all costs associated with such examination.

11. ScoreTables by Design shall comply with all federal, state, or local laws, ordinances, and rules and regulations applicable to the installation and operation of the advertising equipment. ScoreTables by Design agrees to procure and maintain, at its sole expense, all necessary permits and licenses for the installation and operation of said advertising equipment.

12. ScoreTables by Design shall, at its sole cost and expense and for the benefit of the District, obtain and maintain a General Commercial Liability insurance policy, which includes coverage for general liability, products liability, and property damage in an amount not less than One Million Dollars (\$1,000,000.00) for each claim and One Million Dollars (\$1,000,000.00) for each occurrence during the term of this Contract and any extension thereof. ScoreTables by Design will also keep in force and effect throughout the term workers' compensation insurance to the extent required by law. A certificate or certificates of insurance evidencing ScoreTables by Design's insurance coverage and naming the District as an additional insured shall be delivered to the District upon execution of this Contract.

13. ScoreTables by Design shall indemnify and hold harmless the District and its Board of Education, officers, employees, and volunteers from suits, actions, losses, damages, claims, or liability of any character, type, or description including, but not limited to, all expenses of litigation, court costs, and penalties of any kind or nature arising directly or indirectly from the acts or omissions of ScoreTables by Design, its agents, servants, employees, contractors, and suppliers.

14. The District may terminate this Contract upon failure of ScoreTables by Design to remedy any non-performance after a written notice by the District and failure to cure the non-performance within thirty (30) days after the date of the notice.

15. The parties are acting herein as independent contractors and independent employers. Nothing herein shall create or be construed as creating a partnership, joint venture, or agency relationship between any of the parties, and no party shall have the authority to bind the other in any respect. ScoreTables by Design and any person employed by or conducting business for ScoreTables by Design with the District shall not be a partner, employee, agent, or joint venturer of the District. The sole relationship of the parties hereto created by this Contract is that of vendor and vendee. No goods or equipment shall be purchased in the name of the District by ScoreTables by Design or any person employed by or conducting business with ScoreTables by Design and nor shall any goods or equipment be purchased by the District in the

name of ScoreTables by Design. No debts, liabilities, obligations or contracts of whatever kind made or incurred by either of the parties hereto shall be in the name or upon the credit of the other party, and the other party shall not be liable or responsible therefor.

16. The District shall not obtain by virtue of this Contract any right, title, or interest in the trademarks of ScoreTables by Design, nor shall this Contract give the District the right to use, refer to, or incorporate in marketing or other District business and operations, the name, logos, trademarks, or copyrights of ScoreTables by Design. ScoreTables by Design shall not obtain by virtue of this Contract any right title, or interest in the trademarks of the District, nor shall this Contract give ScoreTables by Design the right to use, refer to, or incorporate in marketing or other business and operations of ScoreTables by Design, the name, logos, trademarks, or trade names of the District or any of its schools, except as may otherwise be expressly granted in writing by the District. Nothing herein shall create or be construed as creating in favor of ScoreTables by Design any exclusive advertising rights or any other exclusive rights.

17. This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

18. This document is intended by the parties as the final and binding expression of their agreement and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. No representations, understandings, or agreements have been made or relied upon in the making of this Contract other than those specifically set forth herein. No modifications or waiver of any of the terms and conditions of this Contract shall be effective unless such modifications or waiver is expressed in writing and signed by each of the parties. No course of prior dealings between the parties and no use or trade customs shall be relevant or admissible to supplement, explain, or vary the terms of this Contract, whether the same be consistent with the terms of this Contract or otherwise.

19. To the extent permitted by law, this Contract shall be binding upon and inure to the benefit of ScoreTables by Design and the District and their respective successors and permitted assigns. Neither party may subcontract or assign its rights or obligations under this Contract to any other entity or person without the expressed written consent of the other, which consent may be withheld at the other party's sole discretion. Notwithstanding the foregoing, in the event of a sale of substantially all of its assets, ScoreTables by Design shall be entitled to assign its rights and obligations under this Contract. No waiver by any party of any default or non-performance shall be deemed a waiver of any subsequent default or non-performance.

20. Any notices or other communications hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when sent.

21. If any provision of this Contract shall be deemed or declared unenforceable, invalid, or void, the same shall not impair any of the other provisions contained herein, which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Contract.

22. Pursuant to Nebraska Revised Statute 4-114 ScoreTables by Design is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. ScoreTables by Design is further required and hereby agrees to include this same provision in every contract with subcontractors which will be physically performing services within the State of Nebraska in conjunction with this Contract with the District.

In agreement hereto, the parties sign this Contract as of the last date written below.

ScoreTables by Design, L.L.C.

By _____
Terry Cook, Representative

Date _____

Address P.O. Box 7853, Urbandale, IA 50323

Phone 515-986-0390

Douglas County School District No. 17

By _____

Date _____

Print Name _____

Title _____

Address _____

Phone _____

FAX _____

AGENDA SUMMARY SHEET

Meeting Date: March 7, 2011

Department Human Resources

Action Desired: Approval

Background: Personnel item: (1) Hires; (2) Resignations; (3) Leave of Absence

Options/Alternatives Considered: N/A

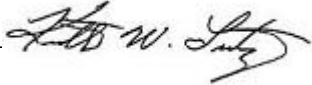
Recommendations: Approval

Strategic Plan Reference: N/A

Implications of Adoption/Rejection: N/A

Timeline: N/A

Responsible Persons: Dr. Jim Sutfin

Superintendent's Signature: _____  _____

March 7, 2011

LEAVE OF ABSENCE

Recommend: The following Leave of Absence be accepted:

1. Marsha Krienke-Hansen – Gr. 5 teacher at Reeder Elementary School. She is requesting a Leave of Absence for the 2011-2012 school year for family reasons.
2. Sarah L. Peterson – Gr. 3 teacher at Disney Elementary School. She is requesting a second year Leave of Absence for the 2011-2012 school year for family reasons.

March 7, 2011

RESIGNATIONS

Recommend: The following resignation be accepted:

1. Jennifer Gries – Special Education teacher at Hitchcock Elementary School. Resigning at the end of the 2010-2011 school year for personal reasons.
2. Raven J. Morris – Math teacher at Millard North High School. Resigning at the end of the 2010-2011 school year for personal reasons.

March 7, 2011

TEACHERS RECOMMENDED FOR HIRE**Recommend: the following teachers be hired for the 2011/2012 school year:**

1. Cindy L. Larsen – BA+9 – University of Nebraska-Omaha. Special Education teacher at Cody Elementary School for the 2011-2012 school year. Previous Experience: Trinity Christian School, Nebraska (2006-current); Kansas City Public Schools (2003-2004); Omaha Public Schools (1994-1998)
2. Julia M. Jenkins – MA – University of Nebraska-Omaha. Vocal Music teacher at Black Elk Elementary School for the 2011-2012 school year. Previous Experience: Currently teaching in this position as a CADRE teacher (2010-2011).
3. Nicole C. Maly – BA+9 – University of Nebraska- Lincoln. Family Consumer Science teacher at Beadle Middle School for the 2011-2012 school year. Previous Experience: Humphrey Public Schools (2009-current).
4. Ashley N. Slavin – BA – Wayne State College. Language Arts teacher at Beadle Middle School for the 2011-2012 school year.

AGENDA SUMMARY SHEET

AGENDA ITEM: Enrollment Report

MEETING DATE: March 7, 2011

DEPARTMENT: General Administration

TITLE & BRIEF DESCRIPTION: Enrollment Report – The monthly report on district-wide student enrollment.

ACTION DESIRED: Approval Discussion Information Only

BACKGROUND: n/a

OPTIONS AND ALTERNATIVES: n/a

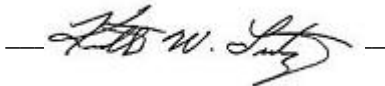
RECOMMENDATION: n/a

STRATEGIC PLAN REFERENCE: n/a

IMPLICATIONS OF ADOPTION/REJECTION: n/a

TIMELINE: n/a

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

SUPERINTENDENT'S APPROVAL: 

**February 20, 2011
Millard Public Schools
Total Enrollment**

Elementary	K	1	2	3	4	5	SpEd	Current	Current	YTD	Sept. 2010
							Cluster Prgm	Total	Change	Change	Enrollment
Abbott (3 unit)	65	75	82	68	70	72		432	-1	0	432
Ackerman (4 unit)	70	79	88	92	88	83		500	-3	-2	502
Aldrich (3 unit)	62	91	59	65	96	71		444	-1	-1	445
Black Elk (4 unit)	71	86	87	96	103	89		532	2	6	526
Bryan (3 unit)	64	62	68	59	60	68		381	-3	-2	383
Cather (3 unit)	77	74	73	82	73	69		448	-1	-10	458
Cody (2 unit)	30	32	30	33	41	25	23	214	2	3	211
Cottonwood (3 unit)	65	59	52	51	56	61		344	0	0	344
Disney (3 unit)	41	44	37	42	40	34	17	255	0	-5	260
Ezra Millard (3 unit)	61	60	58	67	57	70	14	387	1	-1	388
Harvey Oaks (2 unit)	40	51	47	42	47	56		283	0	0	283
Hitchcock (2 unit)	30	34	27	29	30	27	17	194	1	1	193
Holling Heights (3 unit)	67	59	60	61	60	68	10	385	-4	7	378
Montclair (4 unit)	86	94	86	85	87	86		524	0	1	523
Morton (3 unit)	59	49	53	54	64	72	15	366	0	4	362
Neihardt (4 unit)	79	101	82	95	104	96		557	-1	-5	562
Norris (3 unit)	59	73	60	52	60	66		370	2	4	366
Reagan (4 unit)	125	106	121	108	95	78		633	-3	-5	638
Reeder (3 unit)	99	85	68	99	84	81	19	535	0	4	531
Rockwell (3 unit)	57	53	56	48	55	50	18	337	0	0	337
Rohwer (3 unit)	65	77	65	81	79	82	15	464	1	2	462
Sandoz (3 unit)	52	53	51	59	39	51		305	2	-1	306
Upchurch (3 unit)	104	111	84	70	60	45		474	0	0	474
Wheeler (4 unit)	78	93	106	101	111	110	18	617	-4	1	616
Willowdale (3 unit)	61	61	64	70	67	92		415	2	9	406
Totals	1667	1762	1664	1709	1726	1702	166	10396	13	10	10386

Middle	6	7	8	SpEd Prgm*	Total	Change	Change	Sept-10 Enrollment
Andersen MS	228	257	265	0	750	1	2	748
Beadle MS	339	274	308	28	921	-1	2	919
Central MS	250	251	253	23	754	-1	4	750
Kiewit MS	289	282	307	0	878	0	0	878
North MS	240	319	254	17	813	1	0	813
Russell MS	283	289	282	0	854	-1	5	849
MS Alternative	0	10	13		23	-1	2	21
Totals	1629	1682	1682	68	4993	-2	15	4978

High	9	10	11	12	SpEd Prgm*	Total	Change	Change	Sept-10 Enrollment	
North HS		619	618	588	541	20	2366	2	-29	2395
South HS		498	499	469	454	30	1920	-2	-50	1970
West HS		596	554	514	469	32	2133	-4	-43	2176
Horizon HS		0	1	44	72		117	-1	-5	122
Totals		1713	1672	1615	1536	82	6536	-5	-127	6663

*SpEd Program Included in MS/HS Grade Level totals
HS Totals reflect early grads YTD: MWHS 33; MHHS 31; MNHS 26; MSHS 35

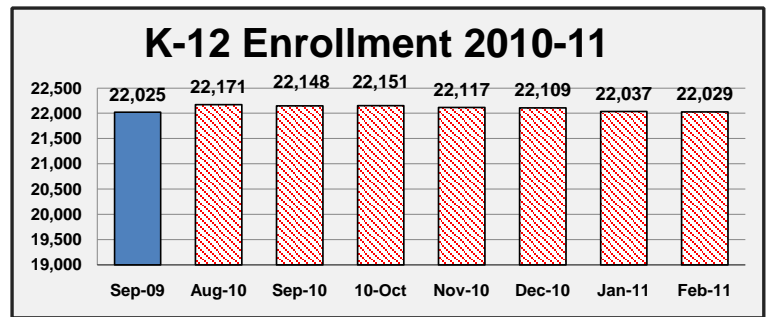
Preschool	SPED	Not SPED	Total
Bryan	5	31	36
Cody	55	30	85
Cody Early Start	5	9	14
Disney	18	14	32
Hitchcock	26	9	35
Holling Heights	1	30	31
Montclair	26	9	35
Montclair Montessori	0	83	83
Neihardt	34	2	36
Norris ELL	1	14	15
Norris Montessori	1	19	20
Rockwell	0	36	36
Sandoz	10	35	45
Sandoz ELL	4	2	6
Wheeler	33	9	42
Homebased Infants	219	332	99
TOTAL	650		

Career Academies	NHS	SHS	WHS	HHS	TOTAL
Culinary	7	3	5		15
Education	8	4	20		32
Entrepreneurship	3	6	7		16
Finance	3	3			6
Health Services	19	13	9		41
TDL	3			2	5
Ombudsman	(Primary and Secondary Assignment)				28

Contracted SPED	45	2	5	40
Young Adult Program	47	0	-5	52
Ombudsman (Primary)	12	3	-17	29
Total District K-12	22029	-8	-119	22148
Total District PreK-12	22679	4	-76	22755

1/20/2011	
Elementary	10396
Middle School	4993
High School	6536
Contracted	45
Young Adult	47
Ombudsman (Primary)	12
TOTAL	22029

9/23/2010	
Elementary	10386
Middle Sch	4978
High Sch	6663
Contracted	40
Young Adult	52
Ombudsman (Primary)	29
TOTAL	22148



Elementary Classroom Enrollment										Current Total	Current Change	YTD Change	Sept. 2010 Enrollment	Class Size W/out SPED		
	K	1	2	3	4	5										
Abbott	23	18	20	23	23	24										
	21	19	21	22	23	24										
	21	19	21	23	24	24										
		19	20													
Total Students	65	75	82	68	70	72					432	-1	0	432	432	
Total Teachers	3	4	4	3	3	3					20				20	
Classroom Avg	21.67	18.8	20.5	22.7	23.3	24.0					22				22	
Ackerman	19	20	19	25	24	20										
	18	20	16	23	22	22										
	15	20	18	24	19	19										
	18	19	17	20	23	22										
			18													
Total Students	70	79	88	92	88	83					500	-3	-2	502	500	
Total Teachers	4	4	5	4	4	4					25				25	
Classroom Avg	17.5	19.8	17.6	23.0	22.0	20.8					20				20	
Aldrich	21	23	20	22	24	23										
	21	23	20	22	24	24										
	20	23	19	21	25	24										
		22			23											
Total Students	62	91	59	65	96	71					444	-1	-1	445	444	
Total Teachers	3	4	3	3	4	3					20				20	
Classroom Avg	20.7	23.0	19.7	21.7	24.0	23.7					22				22	
Black Elk	18	22	22	26	26	23										
	17	21	21	26	25	22										
	19	23	22	22	26	21										
	17	20	22	22	26	23										
Total Students	71	86	87	96	103	89					532	2	6	526	532	
Total Teachers	4	4	4	4	4	4					24				24	
Classroom Avg	17.8	21.5	21.8	24.0	25.8	22.3					22				22	
Bryan	21	16	23	20	20	23										
	22	15	23	20	20	23										
	21	16	22	19	20	22										
		15														
Total Students	64	62	68	59	60	68					381	-3	-2	383	381	
Total Teachers	3	4	3	3	3	3					19				19	
Classroom Avg	21.3	15.5	22.7	19.7	20.0	22.7					20				20	
Cather	15	14	14	16	14	25	C-K	C-1	C-2	C-3	C-4	C-5	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment
	14	16	13	18	14		24	23	24	24	22	23				
							24	21	22	24	23	21				
Total Students	29	30	27	34	28	25	48	44	46	48	45	44	448	-1	-10	458
Total Teachers	2	2	2	2	2	1	2	2	2	2	2	2	23			23
Classroom Avg	14.5	15.0	13.5	16.0	14.0	25.0	24.0	22.0	23.0	24.0	22.5	22.0	19			19
Cody	15	16	14	17	21	25	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment					
	15	16	16	16	20		7									
							8									
							8									
Total Students	30	32	30	33	41	25	23	214	2	3	211	191				
Total Teachers	2	2	2	2	2	1	3	14				11				
Classroom Avg	15.0	16.0	15.0	16.5	20.5	25.0	7.7	15				17				
Cottonwood	23	21	17	16	19	20										
	21	19	17	18	18	20										
	21	19	18	17	19	21										
Total Students	65	59	52	51	56	61					344	0	0	344	344	
Total Teachers	3	3	3	3	3	3					18				18	
Classroom Avg	21.7	19.7	17.3	17.0	18.7	20.3					19				19	
Disney	21	14	21	20	19	17	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment					
	20	15	16	22	21	17	9									
		15														
							8									
Total Students	41	44	37	42	40	34	17	255	0	-5	260	238				
Total Teachers	2	3	2	2	2	2	2	15				13				
Classroom Avg	20.50	14.67	18.50	21.00	20.00	17.00	9	17				18				

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment	Class Size W/out SPED
Ezra Millard	20	21	19	23	20	23	8					
	21	19	20	23	17	24	6					
	20	20	19	21	20	23						
Total Students	61	60	58	67	57	70	14	387	1	-1	388	373
Total Teachers	3	3	3	3	3	3	2	20				18
Classroom Avg	20.3	20.0	19.3	22.3	19.0	23.3	7	19				21

	K	1	2	3	4	5	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment
Harvey Oaks	20	17	24	21	23	17				
	20	16	23	21	24	20				
		18				19				
Total Students	40	51	47	42	47	56	283	0	0	283
Total Teachers	2	3	2	2	2	3	14			
Classroom Avg	20.0	17.0	23.5	21.0	23.5	18.7	20			20

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment
Hitchcock	16	17	13	15	15	27	8				
	14	17	14	14	15		9				
Total Students	30	34	27	29	30	27	17	194	1	1	193
Total Teachers	2	2	2	2	2	1	2	13			
Classroom Avg	15.0	17.0	13.5	14.5	15.0	27.0	8.5	15			16

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment
Holling Heights	23	21	21	19	19	23	5				
	22	18	19	22	20	22	5				
	22	20	20	20	21	23					
Total Students	67	59	60	61	60	68	10	385	-4	7	378
Total Teachers	3	3	3	3	3	3	2	20			
Classroom Avg	22.3	19.7	20.0	20.3	20.0	22.7	5.0	19			21

	K	1	2	3	4	5	M-K	M1-3	M4-5	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment
Montclair	21	23	20	20	20	25	14	24	18				
	21	23	21	17	22	26	16	23	20				
							14	24	22				
								24	20				
								23					
								23					
Total Students	42	46	41	37	42	51	44	141	80	524	0	1	523
Total Teachers	2	2	2	2	2	2	3	6	4	25			25
Classroom Avg	21.0	23.0	20.5	18.5	21.0	25.5	14.7	23.5	20.0	21			21

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment
Morton	22	21	20	17	23	24	7				
	17	16	19	17	21	25	8				
	20	12	14	20	20	23					
Total Students	59	49	53	54	64	72	15	366	0	4	362
Total Teachers	3	3	3	3	3	3	2.0	20			
Classroom Avg	19.7	16.3	17.7	18.0	21.3	24.0	7.5	18			20

	K	1	2	3	4	5	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment
Neihardt	20	20	21	25	20	23				
	19	21	21	23	21	24				
	20	20	20	24	21	25				
	20	21	20	23	21	24				
		19			21					
Total Students	79	101	82	95	104	96	557	-1	-5	562
Total Teachers	4	5	4	4	5	4	26			
Classroom Avg	19.8	20.2	20.5	23.8	20.8	24.0	21			21

	K	1	2	3	4	5	M-K	M1-3	M4-5	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment
Norris	20	25	21	16	19	24	11	20	21				
	19	24	20	20	20	24	9	19	18				
								20					
Total Students	39	49	41	36	39	48	20	59	39	370	2	4	366
Total Teachers	2	2	2	2	2	2	2	3	2	19			19
Classroom Avg	19.5	24.5	20.5	18.0	19.5	24.0	10.0	19.7	19.5	19			19

	K	1	2	3	4	5	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment
Reagan	21	22	22	22	18	20				
	21	21	16	20	19	20				
	21	21	23	22	20	19				
	21	20	21	22	20	19				
	21	22	21	22	18					
	20		18							
Total Students	125	106	121	108	95	78	633	-3	-5	638
Total Teachers	6	5	6	5	5	4	31			
Classroom Avg	20.8	21.2	20.2	21.6	19.3	19.5	20			20

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment	
Reeder	20	23	23	24	23	15	9				155	
	21	21	23	25	21	20	10					
	20	21	22	25	25	24						
	20	20		25	15	22						
	18											
Total Students	99	85	68	99	84	81	19	535	0	4	531	516
Total Teachers	5	4	3	4	4	4	2	26				24
Classroom Avg	20.3	21.7	22.7	24.7	23.0	19.7	9.5	21				22

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment	
Rockwell	19	18	19	23	19	25	9					
	19	18	19	25	18	25	9					
	19	17	18		18							
Total Students	57	53	56	48	55	50	18	337	0	0	337	319
Total Teachers	3	3	3	2	3	2	2	18				16
Classroom Avg	19.0	17.7	18.7	24.0	18.3	25.0	9.0	19				20

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment	
Rohwer	21	21	24	21	19	20	8					
	21	20	18	19	21	21	7					
	23	19	23	20	19	21						
		17		21	20	20						
Total Students	65	77	65	81	79	82	15	464	1	2	462	449
Total Teachers	3	4	3	4	4	4	2	24				22
Classroom Avg	21.7	19.3	21.7	20.3	19.8	20.5	8.0	19				20

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment	
Sandoz	17	18	17	20	20	25						
	18	18	17	20	19	26						
	17	17	17	19								
Total Students	52	53	51	59	39	51		305	2	-1	306	305
Total Teachers	3	3	3	3	2	2		16				16
Classroom Avg	17.3	17.7	17.0	19.7	19.5	25.5		19				19

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment	
Upchurch	22	23	21	23	21	23						
	20	22	20	24	20	22						
	21	22	21	23	19							
	21	21	22									
	20	23										
Total Students	104	111	84	70	60	45		474	0	0	474	474
Total Teachers	5	5	4	3	3	2		22				22
Classroom Avg	20.8	22.2	21.0	23.3	20.0	22.5		22				22

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment	
Wheeler	20	21	20	21	22	23	8					
	20	19	20	21	19	15	6					
	18	16	22	18	23	26	4					
	20	20	22	21	24	23						
		17	22	20	23	23						
Total Students	78	93	106	101	111	110	18	617	-4	1	616	599
Total Teachers	4	5	5	5	5	5	3	32				29
Classroom Avg	19.5	18.6	21.2	20.0	22.2	22.0	6.0	19				21

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment	
Willowdale	20	21	22	24	23	23						
	21	20	21	23	23	23						
	20	20	21	23	21	23						
						23						
Total Students	61	61	64	70	67	92		415	2	9	406	415
Total Teachers	3	3	3	3	3	4		19				19
Classroom Avg	20.3	20.3	21.3	23.3	22.3	23.0		22				22

Elementary Totals												SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment	
Grade	K	1	2	3	4	5	M-1	M-2	M-3	M-4	M-5						
Students	1667	1762	1664	1709	1726	1702	72	64	64	66	53	166	10396	13	10	10386	10230
Teachers	86	87	81	78	80	74	9			6		22	523				501
Classroom Avg	19.4	20.3	20.5	21.9	21.6	23.0						7.5	19.88				20.419

	6	7	8					SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment
Andersen MS	228	257	265					0	750	1	2	748
Beadle MS	339	274	308					29	921	-1	2	919
Central MS	250	251	253					21	754	-1	4	750
Kiewit MS	289	282	307					0	878	0	0	878
North MS	240	319	254					18	813	1	0	813
Russell MS	283	289	282					0	854	-1	5	849
MS Alternative	0	10	13						23	-1	2	21
Totals	1629	1682	1682					68	4993	-2	15	4978

	9	10	11	12	SpEd Cluster	Current Total	Current Change	YTD Change	Sept. 2010 Enrollment
North HS	619	618	588	541	19	2366	2	-29	2395
South HS	498	499	469	454	28	1920	-2	-50	1970
West HS	596	554	514	469	34	2133	-4	-43	2176
Horizon HS	0	1	44	72		117	-1	-5	122
Totals	1713	1672	1615	1536	81	6536	-5	-127	6663

Contracted SPED	45	2	5	40
Young Adult Program	47	0	-5	52
Ombudsman (Primary Enrollment)	12	3	-17	29
Total District Enrollment	22029	-8	-119	22148

AGENDA SUMMARY SHEET**AGENDA ITEM:** Legislative Update**MEETING DATE:** March 7, 2011**DEPARTMENT:** Office of the Superintendent**TITLE AND BRIEF DESCRIPTION:** Legislative Update for the 102nd Legislature 1st session.**ACTION DESIRED:** APPROVAL ____ DISCUSSION ____ INFORMATION ONLY XX

The legislative summary is attached.

RECOMMENDATION:**STRATEGIC PLAN:** Implemented Strategies and Superintendent's Goals**RESPONSIBLE PERSON:** Angelo Passarelli**SUPERINTENDENT'S APPROVAL:** _____  _____

Legislative Update

March 7, 2011

Legislative Calendar – Hearings schedule:

The Speaker made it clear that his position is to place any increase in revenue in to the reserve. We still think the Education Committee is trying to get the funding to 815 million just over the Governor's proposal of 811 million.

Several Millard parents testified on LB 463, Senator Ashford's bill that deals with student absenteeism and truancy. They objected to getting letters from the county attorney when their children missed a number of days.

The Education Committee heard bills on transportation and on energy efficient buildings.

The committee has not taken any action on Learning Community Bills to this point.

March 8 – student expression, military children educational opportunity

March 15 – dual enrollment, Quality Educational Opportunity Act

Bills of Interest

There are several bills that change the school aid formula to reflect the reductions they intend to make.

LB 235 reduces state aid with a goal of reaching 838 million in funding.

LB 236 reduces state aid even further to 800 million.

The Governor's proposal is 810 million. It is likely that state aid will end up somewhere in the middle of those numbers being circulated. Preliminary estimates indicate that funding at this level will mean a 9-11 million dollar reduction in state aid for Millard Public Schools.

LB 364 reduces allowances for student growth, instructional time and advanced teaching degrees. We oppose this bill.

There are several Learning Community Bills

LB 463 changes provisions relating to truancy

LB 548 changes the governance structure of the Learning Community.

LB 558 changes the provisions relating to focus schools

LB 615 changes provisions relating to access to student records

LB 636 changes provisions relating to access to student records

A listing of bills we are tracking is attached.

National News and Advocacy Issues

The U.S. House of Representatives voted to slash the Department of Education's funding for 2011 by about \$5 billion. An amendment restored \$557.7 million in special-education funding, but cut other funding designated for school improvement and teacher quality. The legislation now is headed to the Democratic-controlled Senate, which is expected to reject the cuts. President Barack Obama also has said he would veto such dramatic cuts, if the proposal reaches his desk

Federal K-12 funding – Cuts to SPED and Title I Programs

In its initial form, H.R. 1 would impose a \$700 million cut to Title I grants, a \$558 million dollar cut to special education, and additional reductions to early education and afterschool programs. However, the House voted in favor of an amendment offered by Rep. Cathy McMorris Rodgers (R-WA) that would restore the \$558 million to special education. The offset for restoring this funding would mean a \$500 million cut to Teacher Quality state grants and a \$336.6 million cut to Title I school improvement grants.

States that did not win Race to the Top face unfunded reforms

The Race to the Top grant competition has left the 35 states that didn't win federal funding with ambitious reform plans and little money for implementation. Many states report that they plan to follow through with their efforts at a slower pace, and some, such as Illinois, are seeking funding from outside sources. But leadership changes and other factors have states such as South Carolina grappling with whether to fulfill the promises they made to compete for the grants.

MILLARD PUBLIC SCHOOLS

LEGISLATIVE SUMMARY

102nd Legislature - First Session - 2011



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BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB18	Adams	Provide for distribution of allocations from the federal Education Jobs Fund	Education 01/18/11 1:30 p.m. Room 1525	01/19/11	01/21/11	01/31/11	Passed 02-04-11 Signed by the Governor 02/10/11	Support
LB19	McCoy	Prohibit the use of certain drug substances as prescribed Adds to Schedule 1 of the controlled substances act Any material, compound, mixture, or preparation containing any detectable quantity of synthetically produced cannabinoids. Makes such substances unlawful to possess. Punishment for such offense shall be equal to those of possession of marijuana.	Judiciary 01/19/11 at 1:30 p.m. Room 1113	01/21/11	02/15/11	02/10/11	Passed w/E 02/16/11 Signed by the Governor 02/23/11	Monitor
LB33	Louden	Change valuation of agricultural and horticultural land Beginning January 1, 2012 Ag and horticultural land shall be valued at 70 rather than 75% of its actual value. Changes acceptable range for valuation from 69-75% to 64-70% of actual value. Changes state aid value of ag and horticultural land to 67 rather than 72%.	Revenue 01/21/11 at 1:30 p.m. Room 1524					Oppose
LB50	Krist	Adopt the Elementary and Secondary Educational Opportunity Act and provide for income tax credits Provides income tax credits for contributions to entities that provide scholarships to children attending privately operated elementary or secondary schools. Scholarships can only be granted to kids of certain incomes. For grades K-8, the household income eligibility is three times the standard for free or reduced price lunch; for grades 9-12 the eligibility is increased to four times.	Revenue 02/16/11 at 1:30 p.m. Room 1524					Oppose

BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB53	Krist	Change free transportation provisions relating to learning community students Provides that Learning Community school districts must provide free transportation to students residing in the learning community and attending school in the school district if the student is transferring pursuant to the open enrollment provisions of section 79-2110 and either (i) is a student who contributes to the socioeconomic diversity of enrollment at the school building to which he or she attends, transfers and lives more than one mile from the school to which he or she transfers, or (ii) is a student attending a focus school or program and lives more than one mile from the school building housing the focus school or program. Deletes eligibility for free and reduced lunch kids who don't affect diversity of building.	Education 02/28/11 at 1:30 p.m. Room 1525					Support
LB58	Adams	Provide for a study of dual-enrollment courses and career academies Provides that the Coordinating Commission for Postsecondary Education should study dual enrollment courses and report to the Legislature before December 15, 2011.	Education 03/15/11 at 1:30 p.m. room 1525					Support
LB123	Heidemann	Provide for disciplinary actions and policies relating to cyber-bullying Provides that cyber-bullying shall constitute, in some cases, grounds for long-term suspension, expulsion, or mandatory reassignment. Cyber-bullying means any ongoing use of electronic mail, text messaging, social networking web sites, or any other form of electronic communication, on or off of school grounds, with the intention of causing harm or serious emotional distress to students or school personnel. Requires school districts to develop policies concerning cyber-bullying prevention and education.	Education 01/18/11 at 1:30 p.m. Room 1525					Oppose
LB125	Avery	Create the Children's Health Advisory Committee To create and provide duties for the Children's Health Advisory Committee, to provide duties for the chief executive officer of the Department of Health and Human Services and the Commissioner of Education to provide for and require schools to implement nutrition and physical activity standards.	Health and Human Services 02/10/11 at 1:30 p.m. Room 1510					Oppose
LB130	Heidemann	Provide for adjustment of formula need in calculation of state aid to schools Provides that for school fiscal years 2011-12 and 2012-13, if the total amount of TEEOSA Aid as determined by the department to be distributed to school districts is different than the total amount of funds appropriated for distribution, the department shall proportionally adjust each district's formula need as calculated pursuant to section 12 79-1007.11 so that the total amount of aid determined is equal to the amount of funds appropriated.	Education 01/25/11 at 1:30 p.m. Room 1525				Killed 02/17/11	Oppose

BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB143	Haar	Require public education institutions to file certain contracts of employment with the Nebraska Accountability and Disclosure Commission Provides that public schools shall file with the Accountability and Disclosure Commission a copy of each contract of employment for officials of the institution with the title or function of president, vice president, chancellor, superintendent, assistant superintendent, chief executive officer, or chief financial officer or any other senior administrative personnel under contract with the institution performing similar functions. The contract of employment shall include the salary and benefit package provided to the official and shall identify each benefit provided and its source and value.	Government, Military and Veterans Affairs 02/17/11 at 1:30 p.m. Room 1507					Oppose
LB145	Haar	Provide for school transportation safety committees Provides for creation of school transportation safety committees and submission of child access routing plans for each school within a school district. Further provides for committee procedures when a new school is proposed.	Education 02/28/11 at 1:30 p.m. Room 1525					Oppose
LB148	Avery	Exclude lobbying expenses from the definition of general fund operating expenditures for state aid to education purposes The one-liner says it all.	Education 01/31/11 at 1:30 p.m. Room 1525					Oppose
LB149	Avery	Adopt the Blind Persons Literacy Rights and Education Act Provides that a teacher employed by or under contract with a school district, educational service unit, other education agency, or the State Department of Education who teaches blind or visually impaired children shall demonstrate competence in reading and writing Braille. Provides how such demonstration may be made.	Education 02/08/11 at 1:30 p.m. Room 1525					Oppose
LB173	Avery	Prohibit natural resources district board members from running for or holding more than one office No person serving in a natural resource district shall simultaneously hold another high elective office. <input type="checkbox"/>	Government, Military and Veterans Affairs 02/02/11 at 1:30 p.m. Room 1507					Monitor
LB189	Council	Adopt the Criminal Offender Employment Act On an initial application for public employment, there shall be no question or checkbox for the applicant regarding the applicant's criminal record. Any criminal record of the applicant shall not operate as an automatic bar to otherwise qualified applicants in obtaining public employment and shall only be taken into consideration after the applicant has been selected as a finalist for employment. Certain criminal records shall not be used in connection with application for public employment.	Business and Labor 01/24/11 at 1:30 p.m. Room 2102					Oppose
LB192	Council	Require school districts to offer instruction in sexual health education Provides that beginning with school year 2012-13, each school district must offer instruction in sexual health education with a curriculum pursuant to listed criteria in the bill and State Board of Education regulations.	Education 02/08/11 at 1:30 p.m. Room 1525					Oppose

BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB204	Council	Require blood-lead testing prior to enrollment in school Provides that school districts shall require students to have undergone lead testing after the age of 18 months and before the age of 4 years. Provides for testing and notification procedures.	Education 02/08/11 at 1:30 p.m. Room 1525					Oppose
LB235	Adams	Change provisions relating to state aid to schools Reduces the base limitation rate for school district to 0.5% for 2011-12 and 2012-13. Elements of the budget lids would be permanently modified. Modifications that would reduce the total amount of state aid: The cost growth factor would be permanently reduced by eliminating the factor that is added on to the two years of basic allowable growth rates in the calculation. The upper and lower ends of the range for need stabilization would be reduced by 5% for 2011-12. The threshold for the averaging adjustment would also be reduced by 5% for 2011-12 and the additional 0.5% that is used in the calculation of the threshold would be permanently eliminated to reflect the change in the cost growth factor. The local effort rate would be increased from \$1.00 to \$1.025 for 2011-12 and 2012-13. The allocated income tax reduction would be extended for 2011-12 and 2012-13 and would be increased to \$21 million. NCSA Summary. It is estimated that LB235 would decrease the amount of state aid distributed in FY2011-12 by \$140.9 million and the amount distributed in FY2012-13 by \$172.8 million of general funds	Education 01/25/11 at 1:30 p.m. Room 1525					Support
LB236	Adams	Change provisions relating to state aid to schools Reduces the base limitation rate for school district to 0% for 2011-12 and 2012-13, which would affect budget lids and several elements of the aid formula. Elements of the budget lids would be permanently modified. Modifications reducing total amount of state aid: The cost growth factor would be permanently reduced by eliminating the factor that is added on to the two years of basic allowable growth rates in the calculation. Need stabilization and the averaging adjustment would be eliminated beginning with the 2011-12 calculation of aid. The local effort rate would be increased from \$1.00 to \$1.025 for 2011-12 and 2012-13. The allocated income tax reduction would be extended for 2011-12 and 2012-13 and would be increased to \$21 million. NCSA Summary. It is estimated that LB236 would decrease the amount of state aid distributed in FY2011-12 by \$184.8 million and the amount distributed in FY2012-13 by \$231.9 million of general funds.	Education 01/25/11 at 1:30 p.m. Room 1525					Oppose
LB247	Pahls	Adopt the Classrooms First Act Requires 65% or more of each district's total operating expenditures on direct classroom instruction beginning in 2012-13. Defines what constitutes "direct classroom instruction". Requires Commissioner of Education to send an "intervention team" to any district failing to comply, in order to help the school board and administration meet the requirements of the legislation. Beginning in 2013-14, failure to comply for three consecutive years would mean loss of accreditation. NCSA Summary.	Education 01/25/11 at 1:30 p.m. Room 1525					Oppose

BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB260	Lathrop	Adopt the Concussion Awareness Act Provides that after a concussion or brain injury is sustained or suspected to have been sustained, schools are to prohibit athletes from playing or practicing again until they have been cleared by a health care professional. Requires schools to make available training to recognize the symptoms of a concussion or brain injury and send out information regarding concussion and brain injury information on annual basis to student athletes. Cities, villages, businesses, and non-profits who organize youth athletic activities must also provide information on concussions and brain injuries to participants, make available training, and prohibit an athlete from resuming playing or practicing after a concussion or brain injury is sustained or suspected to have been sustained until cleared by a health care professional.	Health and Human Services 01/27/11 at 1:30 p.m. Room 1510	02/15/11				Monitor
LB266	Sullivan	Change the Open Meetings Act relating to closed sessions Provides that a public body may go into closed session for the evaluation of the job performance of a nonelected official or employee if such person has not requested a public meeting. Current statute provides the body may go into closed session for evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting.	Government, Military and Veterans Affairs 01/26/11 at 1:30 p.m. Room 1507					Support
LB273	Dubas	Change the Tax Equity and Educational Opportunities Support Act to provide for converted contracts and converted contract option students	Education 01/31/11 at 1:30 p.m. Room 1525					Support
LB283	Haar	Provide school boards with tax levy and bond authority relating to energy efficiency projects Permits tax levy authority and bond authority for energy efficiency projects under the existing environmental hazard/accessibility barrier abatement provisions of law. NCSA Summary.	Education 03/01/11 at 1:30 p.m. Room 1525					Support
LB287	Adams	Change provisions relating to summer school and early childhood summer sessions Expands the existing TEEOSA summer school allowance for students enrolled in a summer session of an early childhood education program. Changes the calculation of the allowance. Further provides that each school district will receive an additional six-tenths of a summer school student unit for each early childhood education student unit attributed to a free lunch and free milk. NCSA Summary.	Education 01/31/11 at 1:30 p.m. Room 1525					Support
LB364	Fischer	Change provisions relating to calculation of state aid to schools Revises state aid formula to eliminate the instructional time allowance, the teacher education allowance, and the student growth adjustment for computation of state aid in school fiscal year 2011-12 and beyond. Although the effect on individual school districts is not yet known, Senator Fischer has indicated her intent was to reduce the total liability for state aid to schools. NCSA Summary.	Education 01/31/11 at 1:30 p.m. Room 1525					Oppose

BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB381	Speaker Flood	Change provisions relating to educational service units, withdraw from the Compact for Education, and eliminate a student achievement coordinator	Education 02/14/11 at 1:30 p.m. Room 1525					Monitor
LB382	Nordquist NE RETIREMENT SYSTEMS PRIORITY BILL (2011)	Change deposit and contribution rates for certain retirement systems Requires School Retirement Fund retirement contributions from employees of 9.28% of compensation from 9/2011 through 8/2013 and contributions of 8.28% from 9/2013 through 8/2014. The most recent required contribution was 8.28%. From 7/2011 until 7/2013, requires retirement contributions paid by Nebraska State Patrol officers or paid on the officer's behalf of 19% of monthly compensation. From 2013 onward, requires 16% contribution. Provides for assessments against the appropriation of the Nebraska State Patrol in those amounts for those periods. NCSA: Proposes to change the employee contribution rate for the School Employees Plan from 8.28% to 9.28% effective September 1, 2011. The employer rate (equal to 101% of the employee rate) would increase from 8.36% to 9.37%. It is important to note that the bill was introduced on behalf of the Governor and that, while the proposal calls for a full percentage increase, the Retirement Committee is not bound to that idea. It is likely that LB 382 will be advanced from committee this session, but it may not have to include a full percent increase. Talks are under way to examine, for instance, a half percent increase or some figure less than a full percent. The underlying objective is to address the immediate actuarial shortfall and to be cognizant of the increased burden placed on employees as well as employers.	Nebraska Retirement Systems 02/01/11 at 1:30 p.m. Room 1525					Monitor
LB397	Lathrop	Redefine a term in the Industrial Relations Act Clarifies that the reference to employer in the definition of employee refers to the definition of employer provided by the Industrial Relations Act. Shell bill for CIR. See LB 619, LB 664, LR29CA	Business and Labor 02/07/11 at 1:30 p.m. Room 1524					Monitor
LB430	Cornett	Change property tax levy limitations Provides that property tax levies for "bonds as defined in section 10-134" rather than "bonded indebtedness" are not subject to the local government levy limits established under section 77-3442. Resolves a dispute between State Auditor's office and certain SIDs.	Revenue 02/02/11 at 1:30 p.m. Room 1524					Support
LB439	Heidemann	Change valuation of agricultural and horticultural land for school tax purposes Provides that for school district taxation purposes, agricultural and horticultural land shall be valued at 65% of its actual value, and greenland 65% of its special value. Provides that the acceptable range of TERC variation for such land for school district taxation purposes is 59% to 65% of actual value. For purposes of TEEOSA, provides that agricultural and horticultural land has a state aid value of 62% of actual value and greenland has a state aid value of 62% of the special valuation. NCSA summary.	Revenue 03/03/11 at 1:30 p.m. Room 1524					Oppose

BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB440	Heidemann	Change adjusted-valuation provisions within the Tax Equity and Educational Opportunities Support Act Provides for a gradual reduction (1% per year) in agricultural and horticultural land state aid value and greenland state aid value from the current 72% to 62% of actual value over the course of the next 10 years. The state aid value is used to calculate TEEOSA aid. NCSA Summary.	Education 02/01/11 at at 1:30 p.m. Room 1525				Killed 2/17/2011	Oppose
LB446	Adams	Change duties and funding provisions relating to educational service units Provides that an ESU may consist of a single school district if that district is a Class IV or Class V district. Provides that only an ESU with four or members or that is composed of a single Class IV or V school district may levy a tax. Provides for the calculation of the adjusted students number for a single member ESU. Provides that it is the intent of the legislature that each multidistrict ESU use 5% of its funding for core services and technology infrastructure for cooperative projects between member school districts and 5% for core services and technology infrastructure statewide projects.	Education 02/14/11 at 1:30 p.m. Room 1525					Oppose
LB463	Ashford	Change juvenile penalty, records, service plan, probation sanctions, and truancy provisions Expands access to sealed records to law enforcement agency if a person whose record has been sealed applies for employment with the law enforcement agency. All school districts shall have a policy that outlines how the school district and the county attorney will handle cases in which excessive absences are due to documented serious illness. If a child is absent more than ten days per year or the hourly equivalent or is suspended from school for any reason, the school district shall inform and request from juvenile probation officers as defined in section 29-2246, the Department of Health and Human Services and any private entity providing services to children and families pursuant to a contract with the department, and the Nebraska Commission on Law Enforcement and Criminal Justice any information relating to such child available to the officers, department, entities, and commission. The officers, department, entities, and commission shall provide any such information in their records to the school district. Includes reducing truancy in the list of duties of the learning community. Redefines truancy as students who are absent for more than ten days each year.	Judiciary 02/24/11 at 1:30 p.m. Room 1113					Oppose

BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB486	Louden	<p>Change provisions relating to compensation and contributions under the School Employees Retirement Act</p> <p>Sunset the 7% rule effective June 30, 2012. Thereafter, any amount of annual salary increase exceeding 9% would be excluded for purposes of computation of retirement benefits and there would be no exemptions to this rule. Currently, a plan member of the School Employees Retirement System applying for retirement benefits is subject to have his/her salary examined by NPERS (the Retirement Agency) for the 60 months leading up to the anticipated date of retirement. Under the current rule, any amount of annual salary increase exceeding 7% would be excluded for purposes of computation of retirement benefits unless at least one of three exemptions applies.</p> <p>NCSA: Proposes to eliminate the 7% Rule under the School Employees Plan along with the three exemptions under the rule and, in exchange, to raise the cap for purposes of calculating benefits to 9% with no exemptions. Under the existing rule, a plan member applying for retirement benefits is subject to have his/her salary examined by NPERS (the Retirement Agency) for the 60 months leading up to the declared date of retirement. Any amount of annual salary exceeding 7% would be excluded for purposes of computation of retirement benefits unless at least one of three exemptions applies. The three exemptions are: A. Substantial change of employment position or duties, B. Result of collective bargaining agreement, or C. District-wide permanent benefit-plan change.</p> <p>Under LB 486, the existing 7% Rule would sunset on June 30, 2012, and, beginning July 1, 2012, a new rule would apply for consideration of salary in the computation of benefits. Under the proposed rule, any amount of annual salary exceeding 9% would be excluded for purposes of computation of benefits and there would be no exemptions to this rule. The bill is meant to address the unfunded liability created by the existing exemptions under the 7% Rule. There is an ongoing debate about whether the unfunded liability is minor or substantial, but it is important to note that all six members of the Retirement Committee have signed onto this bill. Furthermore, the NPERS has indicated that the administration of the School Employees Plan would be made easier under LB 486 to the extent that it would not have to handle applications for exemptions under the rule.</p>	Nebraska Retirement Systems 02/08/11 at 12:10 p.m. room 1525					Oppose
LB509	Nebraska Retirement Systems Committee NE RETIREMENT SYSTEMS PRIORITY BILL (2011)	<p>Change provisions relating to retirement</p> <p>NCSA: Represents the technical cleanup bill for the NPERS. One of the more significant changes proposed in LB 509 is a re-codification effort to place all cost-of-living (COLA) related provisions of each retirement plan into one section of law and to eliminate obsolete language. The bill does not change or alter any existing COLA laws. The bill neither increases nor diminishes any benefit for current or future retirees.</p>	Nebraska Retirement Systems 02/08/11 at 12:10 p.m. room 1525					Support
LB531	Fulton	<p>Change permissible budget reserves for schools</p> <p>Lowers MPS allowable reserve percentage from 20% to 15%. Provides that any reduction in a school district's budget made to comply with the budget limitation under the state aid formula must affect classroom expenses at a last resort. The obvious intent behind the bill is to force school districts to utilize its reserves toward instructional staff and to place instructional staff as the priority for budget expenditures. NCSA Summary.</p>	Education 02/01/11 at at 1:30 p.m. Room 1525					Oppose

BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB537	Karpisek	Change provisions relating to budget limitations and property tax levy limitations	Revenue 02/04/11 at 1:30 p.m. Room 1524					Support
LB544	Pahls	Change provisions relating to civics education for students Currently, state law provides that for grades below grade 6, one hour a week of school time should be devoted to "the duties of citizenship." This bill expands upon that by adding "including active participation in the improvement of a citizen's community, state, country, and world and the value and practice of civil discourse between opposing interests."	Education 03/15/11 at 1:30 p.m. room 1525 CANCELLED 02/14/11 at 1:30 p.m. Room 1525					Oppose
LB548	McCoy	Change, transfer, and eliminate provisions relating to learning communities Replaces the 18 generally elected voting members of learning community coordinating council with 9 school board members from the districts in the learning community. Selection of members: (a) one school board member would be appointed by the other school district members from each of the six learning community geographic districts (the elected member must live in the district) and (2) three at large school board members as appointed by all school board members within the learning community. Changes duties of the superintendent advisory committee. Eliminates the achievement subcommittee and gives some of those previous duties to the superintendent advisory committee. Provides that the learning community coordinating council must approve a focus program, focus school, or pathway program before it is established by a learning community school districts. Provides that learning community school districts may independently participate in one or more joint entities formed pursuant to the Interlocal Cooperation Act for the purpose of creating, implementing, and operating focus programs, focus schools, magnet schools, or pathway programs which shall not require the approval of the learning community coordinating council. Removes language designating a school district as the primary school district when the school districts collaborate on a focus program, focus school, or magnet school. Provides that student selection and attendance for such focus programs, focus schools, magnet schools, and pathway programs, whether approved by the learning community coordinating council or created and operated independently by member school districts pursuant to the Interlocal Cooperation Act, shall be in accordance with the requirements of section 79-2110(3). Provides that the learning community coordinating council will assist (not approve) members with the facilitation of the development of focus schools, focus programs, and magnet schools, and pathway programs that are operated independently by member school districts. Provides that the diversity plan may include only learning community approved focus schools, focus programs, magnet schools, and pathway programs. Provides learning community may hold public hearings to respond to issues raised by residents.	Education 02/22/11 at 1:30 p.m. Room 1525					Support

BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB558	Nordquist	Change provisions relating to focus schools, focus programs, and magnet schools Removes the “pursuant to the diversity plan developed by the learning community coordinating council” language after the section that allows any members school district of a learning community to establish one or more focus programs, focus schools, or magnet schools. Provides that if a focus school or focus program is part of a diversity plan of the learning community, it is eligible for an allowance. Removes the designation of a primary school district when the school districts collaborate on a focus program, focus school, or magnet school.	Education 02/22/11 at 1:30 p.m. Room 1525					Oppose
LB564	Fulton	Change and eliminate provisions of the Industrial Relations Act and the State Employees Collective Bargaining Act	Business and Labor 02/07/11 at 1:30 p.m. Room 1524					Supprot
LB572	Price	Limit transfers of students between learning community member school districts Provides that if a learning community coordinating council creates an elementary learning center within a member school district, a student residing in such member school district is not eligible to transfer to another school district within the learning community.	Education 02/28/11 at 1:30 p.m. Room 1525					Monitor
LB582	Haar	Adopt the Student Expression Act Provides that the right of students to free expression in all public schools in Nebraska shall not be abridged except as provided in the Student Expression Act. Prohibits certain types of student expression including (1) obscene expressions, defamatory expressions, and expression that creates clear and present danger of unlawful acts or causes material and substantial disruption of the school or invasion of privacy. Provides that the Legislature encourages school districts to adopt and publish policies on student expression following the guidelines of the Student Expression Act.	Education 03/08/11 at 1:30 p.m. Room 1525					Oppose
LB591	Gloor	Provide for a syndromic surveillance program and change immunization information exchange provisions The Department of Health and Human Services shall develop a syndromic surveillance program that respects patient privacy and benefits from advances in both electronic health records and electronic health information exchange. The syndromic surveillance program shall include the monitoring, detection, and investigation of public health threats. The department shall adopt standards for syndromic surveillance reporting by hospitals. The department may require syndromic surveillance reporting by other health care facilities or any person issued a credential by the department. The department shall a schedule for the implementation of full electronic reporting of all syndromic surveillance data elements. Confidentiality and immunity provisions apply to syndromic surveillance data reports. It is the intent of immunization information between professionals, facilities, and departments health care professionals, health care facilities, health care services, schools, postsecondary educational institutions, licensed child care facilities, electronic health-record systems, public health departments, health departments of other states, Indian health services, and tribes for the purpose of protecting the public health by facilitating age-appropriate immunizations which will minimize the risk of outbreak of childhood vaccine-preventable diseases. The Department of Health and Human Services shall establish an immunization information system for the purpose of providing a central data base.	Health and Human Services 02/24/11 at 1:30 p.m. Room 1510					Oppose

BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB615	Krist	Change provisions relating to access to student records and learning community reporting and diversity plans See LB 636	Education 02/22/11 at 1:30 p.m. Room 1525					Oppose
LB618	Harr	Authorize possession of firearms as prescribed for school or school event security Provides that peace officers or other duly authorized law enforcement officers, when contracted to or otherwise requested to by a school district, may possess a firearm on school property.	Judiciary 02/16/11 at 1:30 p.m. Room 1113					Support
LB619	Larson	Remove school districts, learning communities, and educational service units from the Industrial Relations Act See LB 397, LB 664, LR29CA	Business and Labor 02/07/11 at 1:30 p.m. Room 1524					Oppose
LB633	Adams	Change provisions relating to certain tax levies and certain bonds of school districts and authorize refunding bonds	Education 03/01/11 at 1:30 p.m. Room 1525					Support
LB634	Adams	Change provisions relating to the tax levy authority of school districts relating to certain bonds Allows a school district to exceed the maximum levy of 5.2¢ (to cover environmental hazard abatement and other projects) in any year in which: (1) the taxable valuation of the district is lower than the taxable valuation in the year in which the district last issued bonds pursuant to this section and (2) the maximum levy of 5.2¢ is insufficient to meet the combined annual principal and interest obligations for all bonds issued under section 79-10,110. The amount generated from a district's levy in excess of the maximum levy of 5.2¢ upon the taxable valuation of the district may not exceed the combined annual principal and interest obligations for such bonds minus the amount generated by levying the maximum levy of 5.2¢ upon the taxable valuation of the district and minus any federal payments or subsidies associated with such bonds.	Education 03/01/11 at 1:30 p.m. Room 1525					Support
LB635	Adams	Change the Quality Education Accountability Act Requires the State Board of Education to establish an index to be used to measure the performance of individual public schools beginning with school year 2012-13. Schools who do not meet the minimum level of performance established by the board would be designated as a "priority school" and an intervention team would be established for each priority school. The intervention team would develop annual progress plans. Provides for possible loss of accreditation after 5 years of being a priority school.	Education 03/15/11 at 1:30 p.m. room 1525					Monitor

BILL NO.	INTRODUCER(S)	DESCRIPTION AND SUMMARY OF BILL	COMM. & HRG. DATE	GF	SF	FR	Status	POSITION
LB636	Adams	<p>Change provisions relating to access to student records and learning community reporting and diversity plans</p> <p>Permits the disclosure of certain student records to learning community employees, but without identifiable personal information. Requires the learning community coordinating council to annually report data and information provided by member school districts under certain sections to the Education Committee. Changes requirements for the learning community school districts to provide copies of applications submitted to attend a focus school, focus program, magnet school, or school building not in the student's attendance area and to mark whether that application was accepted or rejected.</p> <p>See LB 615</p>	<p>Education 02/22/11 at 1:30 p.m. Room 1525</p>					Oppose
LB664	Nelson	<p>Repeal the Industrial Relations Act and the State Employees Collective Bargaining Act and prohibit public collective bargaining and work stoppage</p>	<p>Business and Labor 02/07/11 at 1:30 p.m. Room 1524</p>					Support
LB680	Heidemann	<p>Adopt the School Employees Cash Balance Retirement Act</p> <p>Creates a cash balance retirement system for new hire school employees, similar to the current plan offered to state employees, often referred to as a hybrid of both defined benefit and defined contribution plans. Does not impact the retirement system for existing school employees. Under the State Employees Retirement Plan, employees contribute about 4.8% of salary and the employer (the state) contributes about 7.5% of salary to an employee account. The employee cannot control investment of the account, but is guaranteed an annual return of at least 5% a year. The account can receive a higher return, depending on investment earnings. At retirement, the employee may buy an annuity, or withdraw the balance in a lump sum or in installments. The bill will likely be referred to an interim study after the session adjourns.</p> <p>NCSA: Would create a cash balance retirement system for new hire school employees. It is important to note this legislation would not change the retirement system for existing school employees. The bill proposes a retirement system similar to the current plan offered to state employees, often referred to as a hybrid system (both a defined benefit and defined contribution plan). Senator Heidemann offered the bill knowing that it would require significant study. The bill will likely be referred to an interim study after the session adjourns.</p>	<p>Nebraska Retirement Systems 03/01/11 at 12:10 p.m. Room 1525</p>					Monitor