

THIS IS YOUR INVOICE

Invoice No. 120794

THE DAILY RECORD
3323 Leavenworth Street
Omaha, Nebraska
68105-1915
(402) 345-1303

16.10
\$ _____

Legal Advertisment(s) MEETING NOTICE 6/3/19

Date 5/31/2019

REC'D JUN 03 2019

MILLARD PUBLIC SCHOOLS
AMANDA MCGILL JOHNSON
5606 SO 147TH ST

OMAHA NE 68137

TERMS: DUE & PAYABLE UPON RECEIPT – PLEASE DETACH AND MAIL WITH YOUR CHECK

**COURTESY PROOF
FOR PRIVATE FILES ONLY**

**MILLARD PUBLIC SCHOOLS
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 6:00 p.m. on **Monday, June 3, 2019** at 5606 South 147th Street, Omaha, Nebraska.

Agenda for such meeting, kept continuously current, is available for public inspection at the office of the superintendent at 5606 South 147th Street, Omaha, Nebraska.

Amanda McGill Johnson
Secretary

5-31-19

The attached legal advertisement appeared in THE DAILY RECORD, as per your request, on the date as indicated on the bottom line of your published notice.

If there are any corrections or alterations to be made, kindly notify us at once. If we do not hear from you, we will consider the attached publication as being correct.

(402) 345-1303

The cost of this advertisement is

\$ 16.10

Make all checks payable to

THE DAILY RECORD
3323 Leavenworth Street
Omaha, Nebraska 68105-1915

THANK YOU — WE APPRECIATE YOUR BUSINESS

www.omahadailyrecord.com

**ACKNOWLEDGMENT OF RECEIPT
OF NOTICE OF MEETING**

The undersigned members of the Board of Education of Millard, District #017, Omaha, Nebraska, hereby acknowledge receipt of advance notice of a meeting of said Board of Education and the agenda for such meeting held at 6:00 P.M. on June 3, 2019, at the Don Stroh Administrative Center, 5606 South 147 Street, Omaha, NE 68137

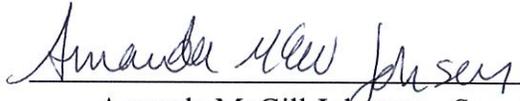
Dated this 3rd day of June, 2019



Mike Pate – President



Linda Poole – Vice President



Amanda McGill Johnson – Secretary

Dave Anderson – Treasurer



Mike Kennedy



Stacy Jolley



**BOARD OF EDUCATION
MEETING**



June 3, 2019

BOARD OF EDUCATION
MILLARD PUBLIC SCHOOLS
OMAHA, NEBRASKA

BOARD MEETING
JUNE 3, 2019
6:00 P.M.

DON STROH ADMINISTRATION CENTER
5606 SOUTH 147TH STREET

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. Showcase - Recognition of Students

E. 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.

F. Routine Matters

1. *Approval of Board of Education Minutes May 20, 2019
2. *Approval of Bills and receive the Treasurer's Report and Place on File

G. Information Items

1. Superintendent's Comments
2. Board Comments/Announcements

H. Unfinished Business

1. Second Reading and Approval of Policy 4126: Human Resources - Job Qualifications
2. Second Reading and Approval of Policy 4156: Human Resources - Copyright Compliance
3. Second Reading and Approval of Policy 4172: Human Resources - Use of Tobacco and E-Cigarette Type Products
4. Second Reading and Approval of 6660: Curriculum, Instruction, and Assessment- Problem Solving Process

I. New Business

1. Approval of Rule 4156.1: Human Resources - Copyright Compliance - Accountability for Compliance
2. Approval of Rule 4172.1: Human Resources - Using Tobacco and E-Cigarette Type Products
3. Reaffirm Policy 4173: Human Resources - Drug-Free Workplace
4. Reaffirm Rule 4173.1: Human Resources - Drug-Free Workplace
5. Reaffirm Rule 4173.2: Human Resources - Drug-Free Workplace: Alcohol
6. Reaffirm Rule 4173.3: Human Resources - Drug-Free Workplace: Drugs
7. Approval of Rule 5100.1: Enrollment of Students - Residency
8. Approval of Rule 5100.2: Enrollment of Students Kindergarten Age, Proof of Identity, Physical Examination and Immunization
9. Approval of Rule 5100.7: Enrollment of Children in Pre-Kindergarten (Pre-K) Programs
10. Reaffirm Policy 6040: Curriculum, Instruction, and Assessment- Ceremonies and Observances
11. Reaffirm Rule 6040.1: Curriculum, Instruction, and Assessment- Ceremonies and Observances- Flag Salute and Treatment

12. Reaffirm Rule 6040.2: Curriculum, Instruction, and Assessment- Ceremonies and Observances- Pledge of Allegiance
13. Approval Rule 6315.1: Curriculum, Instruction, and Assessment- Millard Education Program- Use of Assessment Data
14. Approval Rule 6320.1: Curriculum, Instruction, and Assessment- Students: Requirements for Senior High School Graduation
15. First Reading of Policy 9112 Bylaws of the Board - Committees and Appointments
16. Approval of 2019-2020 High School Calendars
17. Approval of the Learning Community Pilot Program Agreement for Literacy Coaching
18. Approval of GOALS Interlocal Agreement
19. Approval of MEA Teachers Negotiated Agreement for 2019-2021
20. Approval of Letter of Intent with Millard United Sports
21. Approval of Personnel Actions: Recommendation to Hire, Resignation Agenda, Contract Addendum
22. Executive Session - Evaluation

J. Reports

1. Enrollment Report - End of Year 2019
2. Legislative Update

K. Future Agenda Items/ Board Calendar

1. Foundation Golf Tournament on Friday, June 14, 2019. Registration and lunch at 11:00 am, start time at noon at Tiburon Golf Club
2. Committee of the Whole Meeting on Monday, June 10, 2019 at 6:00 p.m. at the Don Stroh Administration Center
3. Board of Education Meeting on Monday, July 8, 2019 at 6:00 p.m. at the Don Stroh Administration Center
4. Superintendent/School Board New Staff Luncheon on Monday, August 5, 2019 at 11:30 a.m. – 12:45 p.m. at Millard South High School Cafeteria
5. First Day of School for Students on Monday, August 12, 2019
6. Committee of the Whole Meeting on Monday, August 12, 2019 at 6:00 p.m. at the Don Stroh Administration Center
7. Board of Education Meeting on Monday, August 19, 2019 at 6:00 p.m. at the Don Stroh Administration Center

- L. 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.

M. 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
JUNE 3, 2019
6:00 P.M.

DON STROH ADMINISTRATION CENTER
5606 SOUTH 147TH STREET

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. Showcase - Recognition of Students

E. 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.

F.1* Motion by _____, seconded by _____, to approve the Board of Education Minutes from May 20, 2019.
(See enclosure)

F.2* Motion by _____, seconded by _____, to approve the bills, receive the Treasurer's Report and Place on File. (See enclosure)

G.1 Superintendent's Comments

G.2 Board Comments/Announcements

H.1 Second Reading by _____. Motion by _____, seconded by _____, to approve Policy 4126:
Human Resources - Job Qualifications. (See enclosure)

H.2 Second Reading by _____. Motion by _____, seconded by _____, to approve Policy 4156:
Human Resources - Copyright Compliance. (See enclosure)

H.3 Second Reading by _____. Motion by _____, seconded by _____, to approve Policy 4172:
Human Resources - Use of Tobacco and E-Cigarette Type Products. (See enclosure)

H.4 Second Reading by _____. Motion by _____, seconded by _____, to approve Policy 6660:
Curriculum, Instruction, and Assessment- Problem Solving Process. (See enclosure)

I.1 Motion by _____, seconded by _____, to approve Rule 4156.1: Human Resources - Copyright
Compliance - Accountability for Compliance. (See enclosure)

- I.2 Motion by _____, seconded by _____, to approve Rule 4172.1: Human Resources - Using Tobacco and E-Cigarette Type Products. (See enclosure)
- I.3 Motion by _____, seconded by _____, to reaffirm Policy 4173: Human Resources - Drug-Free Workplace. (See enclosure)
- I.4 Motion by _____, seconded by _____, to reaffirm Rule 4173.1: Human Resources - Drug-Free Workplace. (See enclosure)
- I.5 Motion by _____, seconded by _____, to reaffirm Rule 4173.2: Human Resources - Drug-Free Workplace: Alcohol. (See enclosure)
- I.6 Motion by _____, seconded by _____, to reaffirm Rule 4173.3: Human Resources - Drug-Free Workplace: Drugs. (See enclosure)
- I.7 Motion by _____, seconded by _____, to approve Rule 5100.1: Enrollment of Students - Residency. (See enclosure)
- I.8 Motion by _____, seconded by _____, to approve Rule 5100.2: Enrollment of Students Kindergarten Age, Proof of Identity, Physical Examination and Immunization. (See enclosure)
- I.9 Motion by _____, seconded by _____, to approve Rule 5100.7: Enrollment of Children in Pre-Kindergarten (Pre-K) Programs. (See enclosure)
- I.10 Motion by _____, seconded by _____, to reaffirm Policy 6040: Curriculum, Instruction, and Assessment-Ceremonies and Observances. (See enclosure)
- I.11 Motion by _____, seconded by _____, to reaffirm Rule 6040.1: Curriculum, Instruction, and Assessment-Ceremonies and Observances- Flag Salute and Treatment. (See enclosure)
- I.12 Motion by _____, seconded by _____, to reaffirm Rule 6040.2: Curriculum, Instruction, and Assessment-Ceremonies and Observances- Pledge of Allegiance. (See enclosure)
- I.13 Motion by _____, seconded by _____, to approve Rule 6315.1: Curriculum, Instruction, and Assessment-Millard Education Program- Use of Assessment Data. (See enclosure)
- I.14 Motion by _____, seconded by _____, to approve Rule 6320.1: Curriculum, Instruction, and Assessment-Students: Requirements for Senior High School Graduation. (See enclosure)
- I.15 First Reading of Policy 9112: Bylaws of the Board - Committees and Appointments. (See enclosure)
- I.16 Motion by _____, seconded by _____, to approve the 2019-2020 High School Calendars. (See enclosure)
- I.17 Motion by _____, seconded by _____, to approve the Learning Community Pilot Program Agreement for Literacy Coaching. (See enclosure)
- I.18 Motion by _____, seconded by _____, to approve the GOALS Interlocal Agreement. (See enclosure)
- I.19 Motion by _____, seconded by _____, that the Negotiated Agreement for Teachers with the Millard Education Association for the 2019-20 and the 2020-21 school years be approved and that the Superintendent or his designee be authorized to execute any and all documents related to such Agreement. (See enclosure)

I.20 Motion by _____, seconded by _____, that the Letter of Intent with Millard United Sports be approved and that any future agreements regarding this project be presented to the Board for prior approval. (See enclosure)

I.21 Motion by _____, seconded by _____, to approve Personnel Actions: Recommendation to Hire, Resignation Agenda, Contract Addendum. (See enclosure)

I.22 Executive Session - Evaluations

J. Reports

1. Enrollment Report - End of Year 2019
2. Legislative Update

K. Future Agenda Items/ Board Calendar

1. Foundation Golf Tournament on Friday, June 14, 2019. Registration and lunch at 11:00 am, start time at noon at Tiburon Golf Club
2. Committee of the Whole Meeting on Monday, June 10, 2019 at 6:00 p.m. at the Don Stroh Administration Center
3. Board of Education Meeting on Monday, July 8, 2019 at 6:00 p.m. at the Don Stroh Administration Center
4. Superintendent/School Board New Staff Luncheon on Monday, August 5, 2019 at 11:30 a.m. – 12:45 p.m. at Millard South High School Cafeteria
5. First Day of School for Students on Monday, August 12, 2019
6. Committee of the Whole Meeting on Monday, August 12, 2019 at 6:00 p.m. at the Don Stroh Administration Center
7. Board of Education Meeting on Monday, August 19, 2019 at 6:00 p.m. at the Don Stroh Administration Center

L. 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.

M. 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.

**MILLARD PUBLIC SCHOOLS
SCHOOL DISTRICT NO. 17**

A meeting of the Board of Education of the School District No. 17, in the county of Douglas in the state of Nebraska was convened in open and public session at 6:00 p.m., Monday, May 20, 2019, at the Don Stroh Administration Center, 5606 South 147th Street.

Notice of this meeting was given in advance thereof by publication in the Daily Record on Friday, May 17, 2019 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.

President Mike Pate announced that the open meeting laws are posted and available for public inspection and asked everyone to join in the Pledge of Allegiance.

Roll call was taken. Mrs. Jolley, Mr. Pate, Mrs. Poole, Mr. Anderson and Mrs. McGill Johnson were present.

Linda Poole made a motion to excuse Mike Kennedy from the Board meeting, seconded by Stacy Jolley. Voting in favor of said motion was: Mr. Pate, Mrs. Poole, Mr. Anderson, Mrs. McGill Johnson, Mrs. Jolley.

Awards were presented to Employees of the Month, Shannon Fischer and Kelly O'Toole, School Psychologist and leaders of the Crisis Team.

PAYBAC Partner Recognition Awards were presented to Raising Cane's and Bookworm. Kathleen Pugel from Kiewit Middle School received the Outstanding PAYBAC Liaison of the Year award.

Student Showcase highlighted journalism from Millard South and Millard West.

Mr. Pate announced this is the proper time for public questions and comments on agenda items only. There were no requests to speak on agenda items.

Motion was made by Linda Poole, seconded by Dave Anderson, to approve the Board of Education minutes for May 6, 2019, approve the bills and receive the treasurer's report and place on file. Voting in favor of said motion was: Mr. Pate, Mrs. Poole, Mr. Anderson, Mrs. McGill Johnson, and Mrs. Jolley. Voting against were: None. Motion carried.

Superintendent's Comments:

Dr. Sutfin said it is a big week with graduation on Saturday and he is looking forward to it.

Board Comments:

Stacy Jolley: None

Linda Poole: None

Dave Anderson:

Mr. Anderson thanked everyone for another awesome year and a job well done.

Amanda McGill Johnson:

Mrs. McGill Johnson said she too is excited for Saturday

Mike Pate: None

Unfinished Business: None

New Business:

Motion by Dave Anderson, seconded by Linda Poole, to reaffirm Policy 3425: Support Services - Accounting - Receipt of Funds. Voting in favor of said motion was: Mrs. Jolley, Mr. Pate, Mrs. Poole, Mr. Anderson, and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Stacy Jolley, to approve Rule 3425.1: Support Services - Accounting - Receipt of Funds. Voting in favor of said motion was: Mr. Anderson, Mrs. McGill Johnson, Mrs. Jolley, Mr. Pate, and Mrs. Poole. Voting against were: None. Motion carried.

Linda Poole gave the First Reading of Policy 4126: Human Resources - Job Qualifications. *Mrs. Jolley and Mrs. Poole asked for the wording to be reviewed and changed on this policy before the second reading*

Dave Anderson gave the First Reading of Policy 4156: Human Resources - Copyright Compliance.

Stacy Jolley gave the First Reading of Policy 4172: Human Resources - Use of Tobacco and E-Cigarette Products.

Amanda McGill Johnson gave the First Reading of Policy 6660: Curriculum, Instruction, and Assessment- Problem Solving Process.

Motion by Linda Poole, seconded by Stacy Jolley, to reaffirm Policy 10,000: Shared Decision Making. Voting in favor of said motion was: Mrs. Poole, Mr. Anderson, Mrs. McGill Johnson, Mrs. Jolley, and Mr. Pate. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Stacy Jolley, to approve Rule 10,000.1: Share Decision Making: Site-Based Planning and Shared Decision Making. Voting in favor of said motion was: Mr. Pate, Mrs. Poole, Mr. Anderson, Mrs. McGill Johnson, and Mrs. Jolley. Voting against were: None. Motion carried.

Motion by Amanda McGill Johnson, seconded by Dave Anderson, to approve the 2019 High School Graduates. Voting in favor of said motion was: Mrs. McGill Johnson, Mrs. Jolley, Mr. Pate, Mrs. Poole, and Mr. Anderson. Voting against were: None. Motion carried.

Motion by Dave Anderson, seconded by Linda Poole, to approve the Metropolitan Community College Career Academies and Annual Cooperative Agreement. *Associate Superintendent of Educational Services Dr. Heather Phipps shared the Board of Education has previously approved 15 MCC Academies, and we are bringing the remaining nine additional academies for approval. Dr. Phipps said MCC has state of the art programs and we want to partner with them in as many ways as possible. We want our students to have access to every possible program.*

Dr. Phipps shared next year they plan to make changes to the advisement process which is being called Planning for College and Career Ready Opportunities. The goal is to make sure staff, students and parents understand all of the opportunities that are available to them. Next year this will be a focus for grades 6-12. Voting in favor of said motion was: Mrs. Jolley, Mr. Pate, Mrs. Poole, Mr. Anderson, and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Motion by Linda Poole, seconded by Stacy Jolley, to approve the Program of Choice Preliminary Proposal for The Bridge to Early College at Central Middle School. *Associate Superintendent of Educational Services Dr. Heather Phipps shared the goal of this program is to make sure our 8th graders are well prepared to apply for the for Millard's Early College High Program. This will be a district wide program that will be housed at Central Middle School. All 5th graders across the district can apply to participate in this program next year. The program would start the following year with one class of 25 students. Dr. Phipps does not see this any staffing implications with this new program.* Voting in favor of said motion was: Mr. Anderson, Mrs. McGill Johnson, Mrs. Jolley, Mr. Pate, and Mrs. Poole. Voting against were: None. Motion carried.

Motion by Dave Anderson, seconded by Stacy Jolley, to approve Personnel Actions: Recommendation to Hire: Sidney E. Kerr, Nichole M. Nelson, Brooke R. Henderson, Allison A. Johnson, Shannon L. McGowen, Shannen L. Jennings, Makenna L. O'Neal, Holly R. Neville, Amanda J. Newburn, Keri L. Simonich, Carrie S. Mitchell, Sarah M. Sempeck, Juli L. Ellis, Katherine E. Lake, Macaulay Montague-Loeffler, Samantha J. Schartz, Caitlin Smith, Claudia B. Wickham, Katherine Coffeen-Spencer, Brandi L. Haltom, Kathryn E. Budell, Kyra E. Martens, Jameson D. DeFreece; Resignation Agenda: Emma R. Hansen, Donell L. Evans, Connor T. O'Neill. Voting in favor of said motion was: Mrs. Poole, Mr. Anderson, Mrs. McGill Johnson, Mrs. Jolley, and Mr. Pate. Voting against were: None. Motion carried.

Mr. Pate requested to move executive session to the end of the agenda. There was no objection.

Reports:

Legislative Update

Executive Director Activities, Athletics, & External Affairs Nolan Beyer, Bill Mueller and Matt Schaefer, lobbyists for Millard Public Schools, were present to give a legislative update. Mr. Mueller said tomorrow will be day 79 of the session. The speaker announced last week that he is reducing the session by six legislative days and they will adjourn on May 31st. This means the next three days will be significant days for the legislature. Mr. Mueller said LB289 has stalled on general file. He shared if there is going to be a property tax bill it will be Senator Briese's LB183. This bill would cap the value of agricultural land for the purpose of school bond repayment. LB183 is currently on selective file. If this bill is brought back Mr. Mueller believes it will be vetoed by the Governor. He also does not believe Senator Briese has the 33 votes needed to pass the bill.

Mr. Mueller shared the budget is up for final reading tomorrow and he presumes it will pass. The budget includes 6.6% increase to TEOSA in the first year and a 0.6% increase the second year. This would fund TEOSA to \$1.072 Billions dollars. Special Education would receive an additional 1% for each year. \$275 millions dollars would be allocated to the property tax relief fund.

Mr. Schaefer gave an update in LB147 which is Senator Groene's student discipline bill. This bill will be debated tomorrow.

Mr. Pate reminded the Board of future agenda items and said this is the proper time for public questions and comments.

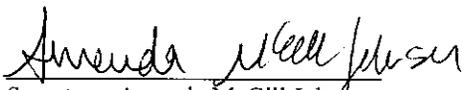
Future Agenda Items/ Board Calendar:

1. High School Graduation on Saturday, May 25, 2019 at the Baxter Arena
MSHS at 9:00 a.m. / MWHS at 1:00 p.m. / MNHS at 5:00 p.m.
2. Board of Education Meeting on Monday, June 3, 2019 at 6:00 p.m. at the Don Stroh Administration Center
3. Committee of the Whole Meeting on Monday, June 10, 2019 at 6:00 p.m. at the Don Stroh Administration Center
4. Foundation Golf Tournament on Friday, June 14, 2019. Registration and lunch at 11:00 am, start time at noon at Tiburon Golf Club
5. Board of Education Meeting on Monday, July 8, 2019 at 6:00 p.m. at the Don Stroh Administration Center

The meeting was adjourned at 8:46 p.m.

At 7:12 p.m. Linda Poole made a motion to go into executive Session, seconded by Stacy Jolley. Voting in favor of said motion was: Mrs. Jolley, Mr. Pate, Mrs. Poole, Mr. Anderson, and Mrs. McGill Johnson. Voting against were: None. Motion carried.

Motion by Mike Pate and seconded by Linda Poole to come out of executive Session at 7:45 p.m. Voting in favor of said motion was: Mrs. Jolley, Mr. Pate, Mrs. Poole, Mrs. McGill Johnson and Mr. Anderson. Voting against were: None. Motion carried.


Secretary, Amanda McGill Johnson

Millard Public Schools

June 3, 2019

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464307	05/16/2019	108436	COX COMMUNICATIONS INC	\$7,453.69
	464308	05/16/2019	108436	COX COMMUNICATIONS INC	\$24,752.67
	464310	05/16/2019	142771	SHERAH L EDWARDS	\$100.00
	464313	05/16/2019	133403	AMERICAN NATIONAL BANK	\$10,000.00
	464319	05/16/2019	137673	US TREASURY	\$2,700.00
	464331	05/23/2019	142266	ROBERT L ALEXANDER	\$120.00
	464332	05/23/2019	011651	AMERICAN EXPRESS	\$2,065.82
	464335	05/23/2019	107732	BRIAN L NELSON	\$300.00
	464336	05/23/2019	134628	AMY NUNAMAKER	\$200.00
	464337	05/23/2019	142781	SEVERIN INTERMEDIATE HOLDINGS LLC	\$40,661.11
	464339	05/23/2019	135863	RUDOLPH A VLCEK III	\$360.00
	464342	06/03/2019	139548	KRISTEN S ABUEG	\$60.61
	464343	06/03/2019	131632	AC AWARDS INC	\$413.91
	464344	06/03/2019	142761	ACES EQUIPMENT SALES LLC	\$6,477.44
	464345	06/03/2019	142720	ED PINNEY LLC	\$2,237.50
	464348	06/03/2019	139412	ERIN M AGUIRRE	\$42.17
	464350	06/03/2019	010808	AIR-SIDE COMPONENTS, INC.	\$60.00
	464351	06/03/2019	139362	AMANDA L AKSAMIT	\$99.30
	464352	06/03/2019	140391	ALLY FINANCIAL INC	\$393.56
	464353	06/03/2019	136056	DAVE ANDERSON	\$95.98
	464354	06/03/2019	012989	APPLE COMPUTER INC	\$198.00
	464355	06/03/2019	134235	SARAH A ASCHENBRENNER	\$38.63
	464356	06/03/2019	013890	AWARDS UNLIMITED INC.	\$53.87
	464360	06/03/2019	137482	KRISTINA A BAMESBERGER	\$165.80
	464361	06/03/2019	017877	CYNTHIA L BARR-MCNAIR	\$199.64
	464362	06/03/2019	141712	BRIDGET R BARRY	\$120.00
	464364	06/03/2019	139783	LYNNE H BECKER	\$3,758.00
	464365	06/03/2019	141521	ERIKA J BECKLEY	\$108.93

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464366	06/03/2019	107540	BRIAN F BEGLEY	\$36.54
	464367	06/03/2019	139889	DARLA G BELL	\$333.68
	464371	06/03/2019	142454	LAURA C BESHALER	\$253.81
	464372	06/03/2019	134749	RHONDA R BETZOLD	\$319.01
	464373	06/03/2019	134945	NOLAN J BEYER	\$978.97
	464374	06/03/2019	142507	KALPANA BHUPATHI RAJU	\$42.10
	464375	06/03/2019	139184	VAN DEURSEN ENTERPRISES INC	\$551.50
	464377	06/03/2019	139321	BIZCO INC	\$371.28
	464378	06/03/2019	142377	ABBY J BJORNSEN	\$141.40
	464379	06/03/2019	132769	BLAINE WINDOW HARDWARE INC	\$49.17
	464381	06/03/2019	136664	JAMIE L BLYCKER	\$7.66
	464382	06/03/2019	134478	TIFFANY M BOCK SMITH	\$197.22
	464384	06/03/2019	103078	BODY BASICS INC	\$936.00
	464385	06/03/2019	130899	KIMBERLY M BOLAN	\$212.39
	464386	06/03/2019	135539	SHEILA F BOLMEIER	\$122.43
	464387	06/03/2019	139510	BOLTS ETC INC	\$57.12
	464390	06/03/2019	139996	BOYS TOWN	\$23,764.32
	464391	06/03/2019	136274	BYRON P BRAASCH	\$116.00
	464393	06/03/2019	139890	DOUGLAS J BREITER	\$140.13
	464394	06/03/2019	140855	AMY E BREITER	\$24.60
	464395	06/03/2019	132273	WENDY M BRENNAN	\$21.34
	464398	06/03/2019	141959	EMILI L BROSNAN	\$465.00
	464400	06/03/2019	141048	JAMES M REISER	\$150.00
	464401	06/03/2019	141510	CHRISTINE L BUKOWSKI	\$202.00
	464402	06/03/2019	139496	NICOLE E BURTON	\$465.00
	464407	06/03/2019	131158	CURTIS R CASE	\$57.42
	464408	06/03/2019	133589	CDW GOVERNMENT, INC.	\$903.46
	464409	06/03/2019	065420	CENTRAL MIDDLE SCHOOL	\$3,970.00

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464410	06/03/2019	138613	CENTRAL SALES INC	\$1,410.80
	464411	06/03/2019	135648	SUSAN M CHADWICK	\$40.25
	464413	06/03/2019	132271	ERIK P CHAUSSEE	\$28.42
	464414	06/03/2019	106851	CHILDREN'S HOME HEALTHCARE	\$26,050.75
	464418	06/03/2019	140226	GARY LEE CLEMMER	\$140.00
	464420	06/03/2019	137013	NANCY S COLE	\$140.77
	464421	06/03/2019	139891	MARY T CONNELL	\$72.90
	464422	06/03/2019	136518	JANET L COOK	\$172.72
	464423	06/03/2019	136922	JENIFER L COOK	\$54.67
	464424	06/03/2019	135992	DAVID J CORK	\$62.29
	464425	06/03/2019	132443	CORNERSTONES OF CARE	\$300.00
	464427	06/03/2019	137922	MICHAEL CRADDUCK	\$120.00
	464429	06/03/2019	133943	SARAH A CROTZER	\$19.72
	464431	06/03/2019	106893	WICHITA WATER CONDITIONING INC	\$62.02
	464432	06/03/2019	027300	CUMMINS CENTRAL POWER LLC	\$484.82
	464433	06/03/2019	130900	CHERYL L CUSTARD	\$245.51
	464434	06/03/2019	132671	JEAN T DAIGLE	\$244.65
	464435	06/03/2019	134751	ANGELA M DAIGLE	\$84.88
	464436	06/03/2019	131003	DAILY RECORD	\$60.80
	464437	06/03/2019	138306	STACY L DARNOLD	\$60.55
	464438	06/03/2019	032497	CHERYL R DECKER	\$48.37
	464439	06/03/2019	106713	ANDREW S DEFREECE	\$974.44
	464440	06/03/2019	140880	JENNIFER L DELANEY	\$8.47
	464441	06/03/2019	135865	SABRINA DENNEY BULL	\$52.20
	464442	06/03/2019	032872	DENNIS SUPPLY COMPANY	\$85.89
	464443	06/03/2019	139980	JILLIAN R DEPUE	\$26.80
	464444	06/03/2019	137331	BASTIAN DERICHS	\$103.07
	464445	06/03/2019	139346	LYNN M DETHLOFF	\$24.36

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464447	06/03/2019	132669	DIGITAL DOT SYSTEMS INC	\$140.00
	464448	06/03/2019	133268	DOCUMENT FINISHING RESOURCES INC	\$745.13
	464449	06/03/2019	139349	TERRIN D DORATHY	\$53.36
	464450	06/03/2019	130908	DOUGLAS COUNTY SCHOOL DIST.28-0001	\$342,345.40
	464451	06/03/2019	142572	DAYLE DRYER	\$49.56
	464453	06/03/2019	135689	SUSAN M DULANY	\$162.75
	464456	06/03/2019	138426	KELLY D EALY	\$97.44
	464457	06/03/2019	052370	ECHO ELECTRIC SUPPLY CO	\$65.17
	464458	06/03/2019	134595	EDUCATIONAL SERVICE UNIT #2	\$400.00
	464459	06/03/2019	037524	EDUCATIONAL SERVICE UNIT #9	\$209.00
	464460	06/03/2019	037525	EDUCATIONAL SERVICE UNIT #3	\$13,126.35
	464461	06/03/2019	107980	EHLY'S INTERIORS	\$497.00
	464462	06/03/2019	133823	REBECCA S EHRHORN	\$415.62
	464463	06/03/2019	038140	ELECTRONIC SOUND INC.	\$454.84
	464464	06/03/2019	141577	ELITE PROFESSIONALS HOME CARE LLC	\$23,954.00
	464466	06/03/2019	131007	ELMAN & CO INC	\$6,501.00
	464467	06/03/2019	138363	JACLYN E ELSASSER	\$118.08
	464468	06/03/2019	142385	SHANNON KIEBLER	\$2,400.00
	464470	06/03/2019	142407	SAMANTHA L ENGEL	\$135.25
	464471	06/03/2019	130373	ELIZABETH A ENGELBART	\$363.02
	464472	06/03/2019	132066	ENGINEERED CONTROLS INC	\$1,345.76
	464473	06/03/2019	109066	TED H ESSER	\$618.57
	464474	06/03/2019	141748	EVOLLVE INC	\$3,000.00
	464475	06/03/2019	134861	TARA R FABIAN	\$184.14
	464476	06/03/2019	106735	JOHN T FABRY	\$91.12
	464478	06/03/2019	139316	JASON A FARWELL	\$138.97
	464479	06/03/2019	132699	FATHER FLANAGANS BOYS HOME	\$170.00
	464481	06/03/2019	040450	FEDERAL EXPRESS	\$120.25

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464482	06/03/2019	138528	META E FELT	\$14.41
	464483	06/03/2019	137016	ANGELA L FERGUSON	\$78.88
	464484	06/03/2019	106956	FERRELLGAS	\$31.00
	464485	06/03/2019	141922	MARIAN FEY	\$101.21
	464488	06/03/2019	040902	FIRST NATIONAL BANK OF OMAHA	\$700.00
	464489	06/03/2019	130731	FIRST WIRELESS INC	\$1,856.49
	464490	06/03/2019	131908	FISHER SCIENCE SEE V#040919	\$0.00
	464491	06/03/2019	141511	JENNIFER M FITZKE	\$76.73
	464493	06/03/2019	138119	SABINE FLESHNER	\$52.32
	464494	06/03/2019	138877	KATHERINE L FOLK	\$4.06
	464496	06/03/2019	136317	KELLY L FREY	\$202.94
	464497	06/03/2019	134223	TERESA J FRIDRICH	\$67.86
	464499	06/03/2019	142759	JORDAN FROST	\$240.35
	464500	06/03/2019	043760	GALLUP ORGANIZATION	\$1,159.71
	464501	06/03/2019	142787	MICHELLE M GATEWOOD	\$92.51
	464504	06/03/2019	130343	DAVID L. GERARD	\$1,062.50
	464505	06/03/2019	139894	TRICIA L GILLETT	\$85.20
	464507	06/03/2019	133376	LINDA J GJERE	\$121.39
	464508	06/03/2019	106660	GLASSMASTERS INC	\$1,842.00
	464509	06/03/2019	142776	MEGA CLINICS LLC	\$1,950.00
	464511	06/03/2019	141512	ERIN M GONZALEZ	\$81.14
	464512	06/03/2019	142452	MYRNA B GOUGER	\$74.07
	464513	06/03/2019	044950	GRAINGER INDUSTRIAL SUPPLY	\$4,174.94
	464516	06/03/2019	099888	GRAYBAR ELECTRIC COMPANY INC	\$153.68
	464521	06/03/2019	137505	KATHARINE L HADAN	\$416.78
	464523	06/03/2019	140274	TALMADGE PROPERTIES INC	\$1,281.00
	464524	06/03/2019	142788	HARCO ATHLETIC RECONDITIONING INC	\$6,759.50
	464526	06/03/2019	142331	STEVEN C HARMS	\$23.61

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464527	06/03/2019	056820	FIRST INSURANCE GROUP LLC	\$9,136.00
	464528	06/03/2019	131367	AMANDA J HARTZ	\$465.00
	464529	06/03/2019	138844	SANDRA A HAVENS	\$27.72
	464530	06/03/2019	140889	DEANNA L HAYES	\$58.02
	464531	06/03/2019	048475	HEARTLAND FOUNDATION	\$27,300.00
	464532	06/03/2019	108273	MARGARET HEBENSTREIT PT	\$162.75
	464533	06/03/2019	102842	HELGET GAS PRODUCTS INC	\$63.22
	464534	06/03/2019	108478	DAVID C HEMPHILL	\$19.60
	464535	06/03/2019	141513	MELISSA M HENNINGS	\$13.51
	464539	06/03/2019	140771	DANIEL L HIGHTOWER	\$254.42
	464540	06/03/2019	142410	AMY C HIMES	\$419.22
	464541	06/03/2019	048845	CAMILLE H HINZ	\$69.58
	464542	06/03/2019	138782	JACOB W HIRZ	\$103.47
	464543	06/03/2019	048940	HOBBY LOBBY STORES INC	\$252.24
	464544	06/03/2019	142777	HOME DEPOT USA INC	\$511.20
	464546	06/03/2019	135658	SHAUN E HOOVER	\$10.44
	464547	06/03/2019	106109	HORACE MANN LEAGUE	\$100.00
	464550	06/03/2019	049600	HOUCHEN BINDERY LTD	\$75.45
	464551	06/03/2019	049650	HOUGHTON MIFFLIN HARCOURT PUB CO	\$10,330.80
	464552	06/03/2019	109836	AMY L HOULTON	\$333.26
	464553	06/03/2019	132531	TERRY P HOULTON	\$47.44
	464554	06/03/2019	132423	HP INC	\$504.00
	464555	06/03/2019	139244	AMANDA L WHARTON-HUNT	\$132.00
	464556	06/03/2019	134807	MONICA A HUTFLES	\$12.24
	464557	06/03/2019	130283	KARA L HUTTON	\$88.33
	464558	06/03/2019	133397	HY-VEE INC	\$1,340.58
	464559	06/03/2019	133397	HY-VEE INC	\$206.19
	464560	06/03/2019	132878	HY-VEE INC	\$1,008.35

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464561	06/03/2019	049851	HY-VEE INC	\$1,825.12
	464562	06/03/2019	049850	HY-VEE INC	\$543.61
	464563	06/03/2019	051573	POPCO INC	\$37.95
	464564	06/03/2019	139348	DANIEL D INNES	\$33.76
	464565	06/03/2019	138418	LAURA M INNES	\$215.07
	464566	06/03/2019	102451	INTERNATIONAL BACCALAUREATE	\$2,232.00
	464568	06/03/2019	139763	CALVIN L JACOBS	\$16.99
	464569	06/03/2019	140529	EMILY M JANDA	\$76.91
	464570	06/03/2019	131157	CHRISTINE A JANOVEC-POEHLMAN	\$158.00
	464571	06/03/2019	136953	DELI MANAGEMENT INC	\$949.22
	464572	06/03/2019	136938	JDHQ HOTELS LLC	\$10,120.44
	464573	06/03/2019	135735	GEORGE W JELKIN	\$50.00
	464575	06/03/2019	133037	JENSEN TIRE & AUTO #15	\$5,493.76
	464577	06/03/2019	083400	TYCO FIRE & SECURITY MANAGEMENT INC	\$877.50
	464578	06/03/2019	054500	JOHNSON HARDWARE CO LLC	\$3,391.68
	464579	06/03/2019	054492	JIM L JOHNSON	\$70.00
	464580	06/03/2019	135373	LINDA K JOHNSON	\$25.52
	464581	06/03/2019	054471	JOSTENS INC	\$681.01
	464582	06/03/2019	137441	ANGELA C KARDELL	\$46.12
	464583	06/03/2019	141868	SARAH E KARST	\$9.28
	464584	06/03/2019	138238	AMY L KAVAN	\$24.00
	464585	06/03/2019	132265	CATHERINE A KEISER	\$55.91
	464586	06/03/2019	141372	RICHARD KEISER	\$300.00
	464587	06/03/2019	137781	ANNE C KEITH	\$21.39
	464588	06/03/2019	140881	DARIN C KELBERLAU	\$301.01
	464589	06/03/2019	134801	JULIE B KEMP	\$382.18
	464590	06/03/2019	138127	SUSAN M KEOGH	\$29.66
	464592	06/03/2019	135931	JEFFREY S KERNS	\$503.92

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464593	06/03/2019	131177	ANDREA L KIDD	\$11.48
	464594	06/03/2019	133973	KIDS ON THE MOVE INC	\$240.00
	464595	06/03/2019	140091	KENT J KINGSTON	\$14.38
	464597	06/03/2019	139753	CHERIS A KITE	\$37.12
	464599	06/03/2019	133944	SUSAN R KLOPP	\$64.38
	464604	06/03/2019	131826	ALICIA C KOTLARZ	\$691.04
	464607	06/03/2019	141957	MELINDA S KRAUSE	\$70.35
	464608	06/03/2019	135814	KELLI K KRAUSE	\$263.44
	464609	06/03/2019	F03052	KROEGER INC	\$319.98
	464611	06/03/2019	134329	JASON M KRSKA	\$59.97
	464613	06/03/2019	141662	KUBOTA TRACTOR CORPORATION	\$0.00
	464614	06/03/2019	137385	JOSEPH R KUEHL	\$142.97
	464615	06/03/2019	140714	DEANNA L KUHN	\$59.45
	464616	06/03/2019	142770	DENISE M KULLY	\$1.97
	464618	06/03/2019	132934	VICTORIA L KYROS	\$95.88
	464620	06/03/2019	141946	BETHANY S LACOSSE	\$54.69
	464622	06/03/2019	135257	LANGUAGE LINE SERVICES INC	\$1,140.63
	464624	06/03/2019	140159	STEPHEN J LERNER	\$54.31
	464625	06/03/2019	135303	KATIE J LETHCOE	\$47.76
	464626	06/03/2019	137345	BONNIE K LEVINGER	\$74.07
	464627	06/03/2019	136219	LIFELOC TECHNOLOGIES INC	\$53.42
	464628	06/03/2019	133643	JODY C LINDQUIST	\$60.72
	464629	06/03/2019	136315	COURTNEY A LOHRENZ	\$31.73
	464631	06/03/2019	131397	LOWE'S HOME CENTERS INC	\$507.50
	464632	06/03/2019	135376	CASEY I LUNDGREN	\$22.97
	464633	06/03/2019	108106	LEANNA MACDONALD	\$902.70
	464634	06/03/2019	099321	MACKIN BOOK CO	\$1,911.21
	464637	06/03/2019	139897	CRAIG D MATHIS	\$318.65

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464638	06/03/2019	108052	MAX I WALKER UNIFORM & APPAREL	\$1,754.04
	464640	06/03/2019	141741	KATE MCCAIN	\$120.00
	464641	06/03/2019	139237	MICHAEL C MCCAULEY	\$23,339.00
	464642	06/03/2019	136618	DANIEL R MCCONNELL	\$143.67
	464644	06/03/2019	140110	MCGRAW-HILL EDUCATION INC	\$8,763.24
	464645	06/03/2019	137014	RYE L MCINTOSH	\$176.15
	464646	06/03/2019	140034	AMY B MCIVER	\$29.29
	464647	06/03/2019	141523	KELLI M MCWILLIAMS	\$73.95
	464648	06/03/2019	064260	MECHANICAL SALES INC.	\$2,189.00
	464649	06/03/2019	142092	ROBERT B MEEKER	\$96.98
	464650	06/03/2019	121126	PATRICIA A MEEKER	\$11.37
	464651	06/03/2019	136470	CHAD M MEISGEIER	\$192.32
	464652	06/03/2019	139997	HAYLEY D MENTZER	\$415.45
	464654	06/03/2019	064600	METAL DOORS & HARDWARE COMPANY INC	\$12,156.54
	464657	06/03/2019	133403	AMERICAN NATIONAL BANK	\$10,882.54
	464660	06/03/2019	064800	METRO UTILITIES DISTRICT OF OMAHA	\$60,863.07
	464661	06/03/2019	141664	MIDWEST ALARM SERVICES	\$2,150.28
	464662	06/03/2019	064950	MIDWEST METAL WORKS INC	\$20.00
	464663	06/03/2019	142409	LAUREN R MILBOURN	\$127.54
	464664	06/03/2019	142779	MILESTONES DISABILITY SERVICES INC	\$10,966.76
	464665	06/03/2019	065400	MILLARD LUMBER INC	\$9.97
	464666	06/03/2019	065310	MILLARD SCHOOLS ED FOUNDATION INC	\$500.00
	464667	06/03/2019	065440	MILLARD SOUTH HIGH SCHOOL	\$7,385.00
	464669	06/03/2019	141026	JASON MITERA	\$34.71
	464671	06/03/2019	142525	MICHAEL J MONTEMARANO	\$34.68
	464672	06/03/2019	140990	LAURA M MORRIS	\$289.90
	464673	06/03/2019	138838	SARAH L MORRISON	\$2,129.50
	464676	06/03/2019	137052	DEVONYE J MULLINS	\$112.69

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464679	06/03/2019	142277	NANONATION INC	\$500.00
	464680	06/03/2019	067000	NASCO	\$436.36
	464682	06/03/2019	102522	NEBRASKA CTR EDUCATION OF CHILDREN	\$218.00
	464684	06/03/2019	068415	NEBRASKA COUNCIL SCHOOL ADMINSTR	\$185.00
	464685	06/03/2019	068445	NEBRASKA FURNITURE MART INC	\$130.00
	464686	06/03/2019	099750	NEBRASKA LIBRARY ASSOCIATION	\$330.00
	464687	06/03/2019	141842	NEBRASKA LIONS FOUNDATION INC	\$150.00
	464688	06/03/2019	132832	NEBRASKA SCHOOL ACTIVITIES ASSN	\$1,770.00
	464689	06/03/2019	068684	NEBRASKA SCIENTIFIC	\$244.58
	464690	06/03/2019	141558	JILL M NEELEY	\$63.16
	464693	06/03/2019	109843	NEXTEL PARTNERS INC	\$3,580.35
	464695	06/03/2019	142353	ASHLEY B NODGAARD	\$33.93
	464697	06/03/2019	135570	JONATHAN L NORD	\$55.04
	464698	06/03/2019	136759	ROSHNI R NORONHA	\$11.08
	464699	06/03/2019	140537	EVE E NORTON	\$82.19
	464700	06/03/2019	134628	AMY NUNAMAKER	\$400.00
	464701	06/03/2019	069945	NUTS & BOLTS INC	\$352.55
	464702	06/03/2019	139737	AMY E O'CONNOR	\$89.64
	464704	06/03/2019	100013	OFFICE DEPOT 84133510	\$3,203.31
	464705	06/03/2019	070245	OHARCO DISTRIBUTORS	\$1,075.34
	464706	06/03/2019	132778	MELANIE L OLSON	\$91.26
	464708	06/03/2019	070800	OMAHA PUBLIC POWER DISTRICT	\$304,748.04
	464709	06/03/2019	071039	OMAHA WINDUSTRIAL CO.	\$54.84
	464710	06/03/2019	071053	OMAHA WORLD HERALD	\$475.80
	464711	06/03/2019	101881	OMAHA ZOOLOGICAL SOCIETY	\$270.00
	464712	06/03/2019	140402	OMNI FINANCIAL GROUP INC	\$790.00
	464713	06/03/2019	133850	ONE SOURCE	\$1,503.00
	464714	06/03/2019	142408	CHERIE N ORAIVEJ	\$117.16

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464716	06/03/2019	138662	KELLY D OSTRAND	\$29.98
	464718	06/03/2019	133368	KELLY R O'TOOLE	\$75.52
	464719	06/03/2019	142290	OVERDRIVE INC	\$10,400.00
	464720	06/03/2019	138288	PAPIO TRANSPORT SCHOOL SERVICE INC	\$6,080.00
	464722	06/03/2019	139358	AMANDA M PARKER	\$36.54
	464723	06/03/2019	137015	GEORGE M PARKER	\$95.63
	464724	06/03/2019	132006	ANDREA L PARSONS	\$254.73
	464725	06/03/2019	131610	PATRICIA D BUFFUM	\$100.00
	464726	06/03/2019	107783	HEIDI T PENKE	\$482.72
	464727	06/03/2019	138521	SCOTT D PERSIGEHL	\$49.76
	464728	06/03/2019	142634	KRISTINA PETERKIN	\$5,040.00
	464729	06/03/2019	138953	ERIC S PETERSON	\$26.98
	464731	06/03/2019	142702	ASHLEY N PHILLIPS	\$17.92
	464732	06/03/2019	133390	HEATHER C PHIPPS	\$538.80
	464733	06/03/2019	139940	CA ENTERPRISES INC	\$1,250.88
	464734	06/03/2019	136993	KIMBERLY J PIRRONE	\$30.19
	464735	06/03/2019	073040	PITNEY BOWES PRESORT SERVICES INC	\$10,000.00
	464736	06/03/2019	130504	PLATTE VALLEY EQUIPMENT LLC	\$4,900.00
	464737	06/03/2019	140930	HEATHER A POHL	\$24.88
	464739	06/03/2019	072900	POPPLERS MUSIC INC	\$192.45
	464740	06/03/2019	137593	PLAYCORE WISCONSIN INC	\$435.60
	464741	06/03/2019	131835	PRAIRIE MECHANICAL CORP	\$914.60
	464742	06/03/2019	134598	PRIME COMMUNICATIONS INC	\$465.55
	464743	06/03/2019	142568	PATRICK W PRINCE	\$257.83
	464747	06/03/2019	109810	BETHANY B RAY	\$135.43
	464748	06/03/2019	135690	DEIDRE M REEH	\$101.62
	464750	06/03/2019	141984	REBECCA L REGER	\$50.87
	464751	06/03/2019	134858	JENNIFER L REID	\$16.70

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464752	06/03/2019	133770	DIANE E REINERS	\$40.77
	464753	06/03/2019	130289	CENTER FOR RESPONSIVE SCHOOLS INC	\$818.80
	464755	06/03/2019	135484	KRISTI L RICHLING	\$34.63
	464756	06/03/2019	079179	RIEKES EQUIPMENT CO	\$1,559.09
	464758	06/03/2019	140862	JONATHAN W RINGENBERG	\$1,285.30
	464759	06/03/2019	141708	ROBERT BOSCH TOOL CORP	\$2,203.15
	464760	06/03/2019	079310	ROCKBROOK CAMERA CENTER	\$243.00
	464761	06/03/2019	134882	LINDA A ROHMILLER	\$19.14
	464764	06/03/2019	081725	KIMBERLEY K SAUM-MILLS	\$531.29
	464765	06/03/2019	133389	RYAN D SAUNDERS	\$252.10
	464766	06/03/2019	141637	DOMINIQUE M SCHAFFER	\$285.98
	464767	06/03/2019	139520	BLAISE J SCHEEF	\$2,472.55
	464769	06/03/2019	137012	SHELLEY L SCHMITZ	\$98.72
	464770	06/03/2019	130044	SCHOOL SOCIAL WORK ASSN OF NE	\$40.00
	464771	06/03/2019	134567	KAYE M SCHWEIGERT	\$183.03
	464772	06/03/2019	141962	SCOREVISION LLC	\$3,000.00
	464773	06/03/2019	139827	MATTHEW J SCOTT	\$16.24
	464775	06/03/2019	082905	KIMBERLY A SECORA	\$24.01
	464776	06/03/2019	108161	STAN J SEGAL	\$131.02
	464777	06/03/2019	134189	JODY L SEMPEK	\$19.37
	464778	06/03/2019	140071	MEGAN K SEPTAK	\$465.00
	464779	06/03/2019	131078	SHAR PRODUCTS COMPANY	\$109.35
	464780	06/03/2019	109800	AMY L SHATTUCK	\$263.49
	464781	06/03/2019	132590	SILVERSTONE GROUP INC	\$5,489.00
	464782	06/03/2019	142028	BUSTER E SMITH III	\$156.66
	464783	06/03/2019	139357	MATTHEW L SMITH	\$863.25
	464784	06/03/2019	140068	LANCE M SMITH	\$592.53
	464787	06/03/2019	101476	SODEXO INC & AFFILIATES	\$106,937.58

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464788	06/03/2019	142226	MICHELLE R SOMERVILLE	\$50.39
	464789	06/03/2019	140822	JUSTIN C SONNENFELT	\$76.56
	464790	06/03/2019	131714	JOHN D SOUTHWORTH	\$215.00
	464791	06/03/2019	102524	SPALDING EDUCATION INTERNATIONAL	\$1,137.60
	464792	06/03/2019	141988	LINDSEY J STAACK	\$86.17
	464794	06/03/2019	136316	EVA M STALLING	\$47.15
	464795	06/03/2019	084415	STANDARD STATIONERY SUPPLY IL LLC	\$1,758.05
	464796	06/03/2019	142102	STERLING COMPUTERS CORPORATION	\$754.63
	464799	06/03/2019	139843	STUDENT TRANSPORATION NEBRASKA INC	\$215,857.40
	464801	06/03/2019	137011	CARRIE A SWANEY	\$221.64
	464803	06/03/2019	141282	ELIZABETH A SWEDLUND	\$525.65
	464804	06/03/2019	141546	ALLISON C SWITZER	\$27.96
	464806	06/03/2019	141747	TANGIBLE PLAY INC	\$1,855.00
	464808	06/03/2019	141043	KIARA L TAYLOR	\$116.75
	464809	06/03/2019	133167	TEACHERS COLLEGE, COLUMBIA UNIV	\$84.64
	464812	06/03/2019	140513	ANNA M THOMA	\$2,230.00
	464813	06/03/2019	142384	JULIA E THOMPSON	\$50.29
	464814	06/03/2019	134962	LAURIE R THROCKMORTON	\$160.00
	464815	06/03/2019	135006	STEVE D THRONE	\$343.79
	464816	06/03/2019	141524	SONIA E TIPP	\$135.78
	464817	06/03/2019	131729	THEATRICAL MEDIA SERVICES INC.	\$1,500.54
	464819	06/03/2019	089574	TOTAL MARKETING INC	\$427.23
	464820	06/03/2019	141772	TRED-MARK FINANCIAL INC	\$89.80
	464821	06/03/2019	101301	TREND ENTERPRISES INC	\$186.02
	464822	06/03/2019	107719	KIMBERLY P TRISLER	\$76.21
	464823	06/03/2019	106493	TRITZ PLUMBING, INC.	\$1,454.74
	464824	06/03/2019	131819	JEAN R UBBELOHDE	\$340.00
	464825	06/03/2019	142462	JEFFREY S UHER	\$195.99

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464826	06/03/2019	134495	ULTIMATE TRUCK ACCESSORIES INC	\$2,355.00
	464827	06/03/2019	142309	UNANIMOUS INC	\$2,000.00
	464828	06/03/2019	100923	UNIVERSITY OF NEBRASKA LINCOLN	\$90.00
	464830	06/03/2019	068840	UNIVERSITY OF NEBRASKA AT OMAHA	\$4,000.00
	464834	06/03/2019	068840	UNIVERSITY OF NEBRASKA AT OMAHA	\$162.50
	464835	06/03/2019	068840	UNIVERSITY OF NEBRASKA AT OMAHA	\$2,750.00
	464836	06/03/2019	091040	VAL LTD	\$178.58
	464839	06/03/2019	139814	CHERYL R VANICEK	\$29.37
	464840	06/03/2019	090678	VERITIV OPERATING CO	\$1,143.27
	464841	06/03/2019	137187	KAREN A WAGONER	\$59.98
	464843	06/03/2019	131112	LINDA M WALTERS	\$31.55
	464846	06/03/2019	141464	ANTHONY J WEERS	\$80.56
	464847	06/03/2019	131717	DIANE M WEIER	\$111.65
	464848	06/03/2019	107563	CAROL M WEST	\$201.50
	464849	06/03/2019	094245	WESTLAKE ACE HARDWARE INC	\$140.93
	464851	06/03/2019	135115	TAMELA J WHITTED	\$48.80
	464852	06/03/2019	094820	WHOLESALE HEATING & COOLING SUPPLY	\$371.36
	464853	06/03/2019	137485	WENDY A WIGHT	\$211.22
	464854	06/03/2019	135150	SHARON K WILLIAMSON	\$1.97
	464855	06/03/2019	139463	TAMARA WILT	\$59.51
	464856	06/03/2019	137522	LISA M WITTGREN	\$58.08
	464857	06/03/2019	142202	WOODHOUSE LINCOLN MERCURY INC	\$217.32
	464860	06/03/2019	140186	BRITTANY L WUNDERLICH	\$45.99
	464862	06/03/2019	142269	WHC NE LLC	\$23,958.03
	464864	06/03/2019	142583	JESSICA L ZERAN	\$55.68
	464865	06/03/2019	142174	SIouxLAND TURF PRODUCTS INC	\$890.00
	464866	06/03/2019	137020	CHAD R ZIMMERMAN	\$96.86
	464867	06/03/2019	136855	PAUL R ZOHLN	\$52.20

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	464868	06/03/2019	040919	FISHER SCIENTIFIC	\$138.78
	E100875	05/23/2019	049700	HUGHES TREE SERVICE	\$5,580.00
	E100876	05/23/2019	140074	JOURNEYED.COM INC	\$8,928.15
	E100877	06/03/2019	133620	AKSARBEN PIPE AND SEWER CLEAN LLC	\$3,738.75
	E100878	06/03/2019	011051	ALL MAKES OFFICE EQUIPMENT	\$955.00
	E100879	06/03/2019	012050	AMERICAN LIBRARY ASSOCIATION	\$195.00
	E100880	06/03/2019	140411	SCOMAC INC	\$271.01
	E100882	06/03/2019	138550	APPERSON	\$182.49
	E100883	06/03/2019	106436	AQUA-CHEM INC	\$1,412.12
	E100884	06/03/2019	102727	B & H PHOTO	\$1,669.25
	E100885	06/03/2019	135991	BAKER DISTRIBUTING CO LLC	\$13,098.68
	E100887	06/03/2019	132475	BIO CORPORATION	\$295.10
	E100889	06/03/2019	019111	BISHOP BUSINESS EQUIPMENT	\$48,630.85
	E100890	06/03/2019	099220	DICK BLICK CO	\$1,945.09
	E100892	06/03/2019	019559	BOUND TO STAY BOUND BOOKS INC	\$6,614.17
	E100893	06/03/2019	140156	CAMBIUM DATA INC	\$153.03
	E100894	06/03/2019	023970	CAROLINA BIOLOGICAL SUPPLY CO	\$192.60
	E100895	06/03/2019	133970	CCS PRESENTATION SYSTEMS	\$294.00
	E100896	06/03/2019	024260	CENTER TROPHY COMPANY	\$485.00
	E100897	06/03/2019	090270	UNITED DISTRIBUTORS INC	\$437.85
	E100899	06/03/2019	026057	CONTROL MASTERS INC	\$21,167.08
	E100900	06/03/2019	132720	CONTROLTEMP INC	\$84.00
	E100901	06/03/2019	140174	ABANTE LLC	\$1,446.00
	E100903	06/03/2019	100577	CURTIS 1000 INC	\$559.40
	E100904	06/03/2019	138758	DECKER INC	\$310.65
	E100905	06/03/2019	032800	DEMCO INC	\$1,138.60
	E100907	06/03/2019	033473	DIETZE MUSIC HOUSE INC	\$40.00
	E100908	06/03/2019	138117	DLT SOLUTIONS LLC	\$182.83

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	E100909	06/03/2019	130648	DOSTALS CONSTRUCTION CO INC	\$600.00
	E100912	06/03/2019	038023	EGAN SUPPLY COMPANY	\$333.75
	E100913	06/03/2019	038100	CONSOLIDATED ELECTRICAL DISTR INC	\$380.11
	E100915	06/03/2019	040537	WOLSELEY INVESTMENTS INC	\$376.54
	E100916	06/03/2019	133919	FILTER SHOP INC	\$4,940.58
	E100917	06/03/2019	133960	FIREGUARD INC	\$174.00
	E100918	06/03/2019	041086	FLINN SCIENTIFIC INC	\$166.43
	E100920	06/03/2019	041100	FOLLETT SCHOOL SOLUTIONS INC	\$20,301.78
	E100921	06/03/2019	140791	FRONTLINE PRIVATE SECURITY LLC	\$1,022.00
	E100922	06/03/2019	141358	FUN EXPRESS LLC	\$119.89
	E100923	06/03/2019	044891	THE PROPHET CORPORATION	\$1,222.65
	E100924	06/03/2019	035610	HAND2MIND INC	\$48.97
	E100925	06/03/2019	048786	HILLYARD INC	\$554.22
	E100926	06/03/2019	099749	IDVILLE INC	\$112.35
	E100927	06/03/2019	100928	J W PEPPER & SON INC.	\$822.74
	E100928	06/03/2019	054630	JOHNSTONE SUPPLY	\$528.77
	E100930	06/03/2019	140074	JOURNEYED.COM INC	\$73,440.70
	E100931	06/03/2019	056182	KAGAN PUBLISHING	\$113.00
	E100932	06/03/2019	099217	LAKESHORE EQUIPMENT CO	\$1,699.25
	E100933	06/03/2019	135156	LAWSON PRODUCTS INC	\$2,880.32
	E100934	06/03/2019	059470	LIEN TERMITE & PEST CONTROL INC	\$725.00
	E100935	06/03/2019	060111	LOVELESS MACHINE & GRINDING SVC INC	\$47.00
	E100936	06/03/2019	132556	MAKEMUSIC INC	\$3,880.00
	E100937	06/03/2019	059560	MATHESON TRI-GAS INC	\$37.08
	E100938	06/03/2019	137947	MECHANICAL SALES PARTS INC	\$1,841.59
	E100940	06/03/2019	065233	MIDWEST TURF & IRRIGATION INC	\$953.48
	E100941	06/03/2019	063115	MULTI-HEALTH SYSTEMS	\$82.00
	E100942	06/03/2019	068334	NEBRASKA AIR FILTER INC	\$2,774.59

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	E100943	06/03/2019	071190	OVERHEAD DOOR COMPANY OMAHA	\$237.50
	E100944	06/03/2019	071545	PAPER CORPORATION	\$46,754.40
	E100945	06/03/2019	072200	PERFECTION LEARNING CORP.	\$559.35
	E100946	06/03/2019	072760	PITSCO INC	\$2,578.50
	E100947	06/03/2019	135757	PLAYSCRIPTS INC	\$230.00
	E100948	06/03/2019	138656	PROJECT LEAD THE WAY INC	\$9,000.00
	E100949	06/03/2019	137779	JARDINE QUALITY IRRIGATION INC	\$1,200.00
	E100950	06/03/2019	100642	REALLY GOOD STUFF LLC	\$913.93
	E100951	06/03/2019	136847	RIVERSIDE TECHNOLOGIES INC	\$2,308.45
	E100952	06/03/2019	079450	ROTARY CLUB OF MILLARD-OMAHA	\$995.00
	E100953	06/03/2019	131353	SCANTRON	\$265.00
	E100955	06/03/2019	082100	SCHOLASTIC INC	\$23.03
	E100956	06/03/2019	082200	SCHOOL HEALTH CORPORATION	\$2,390.26
	E100957	06/03/2019	082350	SCHOOL SPECIALTY INC	\$3,495.09
	E100958	06/03/2019	083188	SHIFFLER EQUIPMENT SALES, INC.	\$2,031.06
	E100959	06/03/2019	133954	SOUTHSIDE PLUMBING LLC	\$445.50
	E100960	06/03/2019	084930	SUPER DUPER INC	\$96.80
	E100962	06/03/2019	069689	INTERLINE BRANDS INC	\$108,488.98
	E100963	06/03/2019	133969	TENNANT SALES & SERVICE COMPANY	\$1,851.36
	E100966	06/03/2019	132627	TURNITIN LLC	\$22,790.00
	E100967	06/03/2019	138773	ULINE INC	\$304.38
	E100968	06/03/2019	090214	UNITED ELECTRIC SUPPLY CO INC	\$1,596.15
	E100969	06/03/2019	090440	BSN SPORTS INC	\$29.32
	E100970	06/03/2019	137707	UTILITY TRENCHING INC	\$1,820.00
	E100971	06/03/2019	092323	VIRCO INC	\$860.40
	E100973	06/03/2019	092600	VOSS ELECTRIC CO	\$7,584.00
	E100974	06/03/2019	093650	VWR INTERNATIONAL LLC	\$564.88
	E100975	06/03/2019	139738	WASTE MANAGEMENT OF NEBRASKA	\$18,389.81

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
01	E100976	06/03/2019	093765	WATER ENGINEERING, INC.	\$32,940.00
	E100977	06/03/2019	094350	MANSON WESTERN CORPORATION	\$209.00
	E100978	06/03/2019	137878	WHITE WOLF WEB PRINTERS INC	\$1,733.08
	E100979	06/03/2019	109852	WURTH BAER SUPPLY CO	\$322.35
	E100980	06/03/2019	141745	AG SOLUTIONS GROUP LLC	\$2,035.55
01 - Total					\$2,099,524.96
02	26480	05/23/2019	131544	FIRST NATIONAL BANK FOR CASH	\$1,000.00
	26481	06/03/2019	010061	BULLER FIXTURE COMPANY	\$1,540.00
	26482	06/03/2019	106893	WICHITA WATER CONDITIONING INC	\$23.68
	26483	06/03/2019	142609	KELLIE JACOBSON	\$161.31
	26484	06/03/2019	100013	OFFICE DEPOT 84133510	\$144.65
	26485	06/03/2019	139832	PAMELA S OSTERMAN	\$39.44
	E30016	06/03/2019	019111	BISHOP BUSINESS EQUIPMENT	\$1,354.00
02 - Total					\$4,263.08
06	464315	05/16/2019	134677	NEMAHA LANDSCAPE CONSTRUCTION INC	\$100,000.00
	464318	05/16/2019	141772	TRED-MARK FINANCIAL INC	\$146,000.00
	464346	06/03/2019	142695	AERCOR WIRELESS INC	\$552.00
	464354	06/03/2019	012989	APPLE COMPUTER INC	\$184,782.00
	464363	06/03/2019	133480	BERINGER CIACCIO DENNELL MABREY	\$7,262.50
	464469	06/03/2019	142108	ENCORE TECHNOLOGY GROUP LLC	\$7,845.00
	464513	06/03/2019	044950	GRAINGER INDUSTRIAL SUPPLY	\$180.99
	464538	06/03/2019	136301	HGM ASSOCIATES INC	\$2,588.55
	464621	06/03/2019	058775	LAMP RYNEARSON ASSOCIATES INC	\$5,356.35
	464660	06/03/2019	064800	METRO UTILITIES DISTRICT OF OMAHA	\$4,382.00
	464670	06/03/2019	140386	MOBILE MINI INC	\$114.62
	464674	06/03/2019	134532	MORRISSEY ENGINEERING INC	\$2,000.00
	464691	06/03/2019	134677	NEMAHA LANDSCAPE CONSTRUCTION INC	\$370,683.03
464707	06/03/2019	136898	OLSSON ASSOCIATES INC	\$360.00	

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
06	464796	06/03/2019	142102	STERLING COMPUTERS CORPORATION	\$20,288.94
	E100895	06/03/2019	133970	CCS PRESENTATION SYSTEMS	\$4,530.18
	E100911	06/03/2019	131740	EAGLE SOFTWARE INC,	\$293,030.72
	E100939	06/03/2019	141823	MIDWEST DCM INC	\$335,522.34
	E100951	06/03/2019	136847	RIVERSIDE TECHNOLOGIES INC	\$379.00
	E100964	06/03/2019	132452	TERRACON INC	\$2,616.25
	E100972	06/03/2019	141363	PATTI BANKS ASSOCIATES LLC	\$1,737.50
06 - Total					\$1,490,211.97
07	464363	06/03/2019	133480	BERINGER CIACCIO DENNELL MABREY	\$6,130.00
	464403	06/03/2019	135245	BAHR VERMEER HAECKER ARCHITECTS	\$11,776.50
	464621	06/03/2019	058775	LAMP RYNEARSON ASSOCIATES INC	\$4,180.00
	464674	06/03/2019	134532	MORRISSEY ENGINEERING INC	\$18,797.60
	464717	06/03/2019	107193	OTIS ELEVATOR COMPANY	\$522.00
	464742	06/03/2019	134598	PRIME COMMUNICATIONS INC	\$5,029.95
	E100910	06/03/2019	139946	DOWNS ELECTRIC INC	\$20,385.00
	E100939	06/03/2019	141823	MIDWEST DCM INC	\$15,593.40
07 - Total					\$82,414.45
11	464338	05/23/2019	142721	CHRIS ERIC SCHEUFELE	\$300.00
	464340	06/03/2019	142753	PUSH AUTOMATED COMMERCE LLC	\$6,640.50
	464348	06/03/2019	139412	ERIN M AGUIRRE	\$2,472.55
	464349	06/03/2019	142645	JUAN M AGUIRRE	\$1,285.30
	464357	06/03/2019	138348	BAILEIGH INDUSTRIAL INC	\$3,898.00
	464358	06/03/2019	142442	JULIE L BAKER	\$2,472.55
	464369	06/03/2019	139341	BENSUSSEN DEUTSCH & ASSOCIATES INC	\$578.75
	464388	06/03/2019	101364	THE BOOKWORM	\$143.84
	464397	06/03/2019	142772	ABIGAIL CLARE BROCKHOUSE	\$252.00
	464404	06/03/2019	137274	EILEEN CABRERA	\$32.83
	464409	06/03/2019	065420	CENTRAL MIDDLE SCHOOL	\$300.00

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
11	464412	06/03/2019	136654	NICOLE A CHAPMAN	\$86.16
	464416	06/03/2019	138698	GRANT T CHRISTIANSEN	\$40.02
	464417	06/03/2019	142773	JAMIE A CHRISTIANSEN	\$97.50
	464425	06/03/2019	132443	CORNERSTONES OF CARE	\$300.00
	464428	06/03/2019	137952	CREATIVE COTTAGE CRAFTS	\$40.00
	464436	06/03/2019	131003	DAILY RECORD	\$10.10
	464460	06/03/2019	037525	EDUCATIONAL SERVICE UNIT #3	\$102.64
	464477	06/03/2019	142775	FAMILY FIRST INC	\$50.00
	464486	06/03/2019	139337	SHARON A FIELD	\$282.38
	464492	06/03/2019	131636	LAURIE A FITZPATRICK	\$54.50
	464506	06/03/2019	140603	TAYLOR L GIROUX	\$247.01
	464510	06/03/2019	142754	GLOWFORGE INC	\$5,995.00
	464518	06/03/2019	142762	GREG SMITH EQUIPMENT SALES INC	\$3,860.00
	464520	06/03/2019	136046	JODI T GROSSE	\$300.00
	464525	06/03/2019	107588	DOROTHY M HARMAN	\$1,006.18
	464545	06/03/2019	140204	KAREN S HOOGNER	\$1,532.00
	464558	06/03/2019	133397	HY-VEE INC	\$738.11
	464559	06/03/2019	133397	HY-VEE INC	\$60.00
	464562	06/03/2019	049850	HY-VEE INC	\$36.95
	464567	06/03/2019	139313	INTERSTATE PROMOTIONAL DISTR INC	\$91.25
	464576	06/03/2019	107039	SHARON KIM H JOHANSEN	\$34.06
	464603	06/03/2019	141221	IAN W KOCH	\$40.60
	464605	06/03/2019	134864	BRIDGET K KOWAL	\$83.90
	464623	06/03/2019	134373	DAWN M LANHAM	\$150.25
	464639	06/03/2019	140507	ALEXA J MAZUR	\$45.12
	464668	06/03/2019	065810	MIRACLE RECREATION EQUIPMENT CO	\$795.18
	464677	06/03/2019	138263	MARIA V MUNOZ	\$300.09
	464694	06/03/2019	142652	LANNA NGUYEN	\$300.00

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
11	464696	06/03/2019	107905	MELINDA C NOLLER	\$233.02
	464749	06/03/2019	078760	REGAL AWARDS INC	\$520.00
	464797	06/03/2019	141269	STERNO PRODUCTS LLC	\$847.15
	464799	06/03/2019	139843	STUDENT TRANSPORATION NEBRASKA INC	\$5,768.56
	464800	06/03/2019	137268	WENDY HANNIBAL SUMMERS	\$160.00
	464811	06/03/2019	141181	SHANE M THIBAULT	\$2,129.50
	464828	06/03/2019	100923	UNIVERSITY OF NEBRASKA LINCOLN	\$420.00
	464829	06/03/2019	068840	UNIVERSITY OF NEBRASKA AT OMAHA	\$200.00
	464831	06/03/2019	068839	UNIVERSITY OF NEBRASKA KEARNEY	\$1,166.75
	464832	06/03/2019	068834	UNIVERSITY OF NEBRASKA-LINCOLN	\$1,246.25
	464833	06/03/2019	068840	UNIVERSITY OF NEBRASKA AT OMAHA	\$200.00
	464838	06/03/2019	136831	SALLYE S VANDERPLAS-LEE	\$298.97
	464842	06/03/2019	142782	ELIZABETH E WALKER	\$39.90
	464845	06/03/2019	142790	KATHLEEN M WAWERS	\$280.00
	464850	06/03/2019	141644	BRITTNEY L WHITE	\$151.49
	464858	06/03/2019	142305	KIMBERLY A WRIGHT	\$2,271.46
	E100891	06/03/2019	136633	JL RACH LLC	\$1,086.00
	E100902	06/03/2019	134039	CROUCH RECREATION INC	\$557.00
	E100920	06/03/2019	041100	FOLLETT SCHOOL SOLUTIONS INC	\$818.47
	E100954	06/03/2019	099640	SCHOLASTIC BOOK FAIRS	\$773.89
E100965	06/03/2019	140681	TEXTBOOK WAREHOUSE LLC	\$4,700.25	
11 - Total					\$58,923.98
14	464347	06/03/2019	097000	AETNA LIFE INSURANCE CO	\$103,220.08
	464774	06/03/2019	142167	SCRIP POINT	\$6,000.00
14 - Total					\$109,220.08
17	464341	06/03/2019	010040	A & D TECHNICAL SUPPLY CO INC	\$14.93
	464363	06/03/2019	133480	BERINGER CIACCIO DENNELL MABREY	\$1,101.25
	464621	06/03/2019	058775	LAMP RYNEARSON ASSOCIATES INC	\$10,504.33

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
17	464655	06/03/2019	102139	METAL LOGOS AND MORE	\$241.96
	464680	06/03/2019	067000	NASCO	\$304.29
	464685	06/03/2019	068445	NEBRASKA FURNITURE MART INC	\$613.99
	464741	06/03/2019	131835	PRAIRIE MECHANICAL CORP	\$126,237.97
	464742	06/03/2019	134598	PRIME COMMUNICATIONS INC	\$7,715.63
	464796	06/03/2019	142102	STERLING COMPUTERS CORPORATION	\$704.83
	464818	06/03/2019	132794	TOLEDO PHYSICAL ED SUPPLY CO	\$556.44
	464820	06/03/2019	141772	TRED-MARK FINANCIAL INC	\$600.00
	E100881	06/03/2019	102832	AOI	\$90.70
	E100886	06/03/2019	099646	BARNES AND NOBLE BOOKSTORE	\$5,921.75
	E100895	06/03/2019	133970	CCS PRESENTATION SYSTEMS	\$30,476.95
	E100910	06/03/2019	139946	DOWNS ELECTRIC INC	\$70,685.00
	E100914	06/03/2019	131927	RLB ENTERPRISE LLC	\$2,425.00
	E100937	06/03/2019	059560	MATHESON TRI-GAS INC	\$109.15
	E100945	06/03/2019	072200	PERFECTION LEARNING CORP.	\$126.56
	E100955	06/03/2019	082100	SCHOLASTIC INC	\$4,000.00
	E100971	06/03/2019	092323	VIRCO INC	\$440.52
	17 - Total				
50	464309	05/16/2019	141435	BENJAMIN DUBAY	\$30.00
	464311	05/16/2019	141427	PAYTON HALL	\$15.00
	464312	05/16/2019	141783	KEEGAN KRUSE	\$30.00
	464314	05/16/2019	142197	SAGE M MORAN	\$15.00
	464316	05/16/2019	140954	ANASTASIA ORTMAN	\$15.00
	464317	05/16/2019	141342	GABRIEL PAREDES	\$15.00
	464333	05/23/2019	142780	TIMOTHY D GILLOON	\$555.00
	464334	05/23/2019	141995	AVA DUNNE	\$15.00
	464359	06/03/2019	141559	JAMES ALEXANDER BALTES	\$114.00
	464368	06/03/2019	142423	EMILY BENJAMIN	\$36.00

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
50	464370	06/03/2019	141420	ISABELLE BERLIN	\$180.00
	464376	06/03/2019	142210	KENDALL JAMES BINDER	\$117.00
	464380	06/03/2019	141879	GRANT T BLASING	\$24.00
	464383	06/03/2019	141996	ALARIA MICHELLE BODE	\$117.00
	464389	06/03/2019	141887	KATELYN BOYES	\$117.00
	464392	06/03/2019	142608	STEPHANIE A BRANSON	\$180.00
	464396	06/03/2019	141792	KAYLEE BRILZ	\$78.00
	464399	06/03/2019	140742	AMELIA N BRUNER	\$375.00
	464405	06/03/2019	140320	SEAN M CARLSON	\$111.34
	464406	06/03/2019	138324	REGG CARNES	\$50.00
	464415	06/03/2019	142774	CHARLES ALLEN CHRISTENSON	\$120.00
	464419	06/03/2019	141780	JACOB CLINE	\$36.00
	464426	06/03/2019	142783	DOMINIC COTHREN	\$174.00
	464430	06/03/2019	142334	THERESA ROSE CROWELL	\$135.00
	464446	06/03/2019	142432	LOGAN DEY ERMAND	\$114.00
	464452	06/03/2019	141435	BENJAMIN DUBAY	\$48.00
	464454	06/03/2019	142146	SHELBY A DUNCAN	\$19.98
	464455	06/03/2019	142696	KALLIA DWUZNIK	\$36.00
	464465	06/03/2019	140756	ALEXANDRA K ELLIS	\$115.50
	464480	06/03/2019	142712	COLLETTE FEAGINS	\$135.00
	464487	06/03/2019	140521	TONYA S FILLEMAN	\$131.63
	464495	06/03/2019	142425	COLBY JAMES FRAZIER	\$72.00
	464498	06/03/2019	142212	TERIN FRODYMA	\$117.00
	464502	06/03/2019	141564	MARITZA BELEN GAYTAN	\$111.00
	464503	06/03/2019	141123	MORGAN RAE GEISS	\$117.00
	464513	06/03/2019	044950	GRAINGER INDUSTRIAL SUPPLY	\$3,233.04
	464514	06/03/2019	142434	NATALIE GRANT	\$117.00
	464515	06/03/2019	142714	EMILY GRAY	\$135.00

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
50	464517	06/03/2019	138235	JEFF S GRECO	\$43.00
	464519	06/03/2019	140749	OLIVIA RAY GREVE	\$105.00
	464522	06/03/2019	141991	CHASE HALL	\$96.00
	464536	06/03/2019	141810	JACOB R HENNINGSEN	\$111.00
	464537	06/03/2019	142778	TRAVIS M HENSLEY	\$300.00
	464548	06/03/2019	142261	MARYSUE HORBACH	\$60.00
	464549	06/03/2019	141318	ADAM HOTZ	\$187.00
	464579	06/03/2019	054492	JIM L JOHNSON	\$540.00
	464590	06/03/2019	138127	SUSAN M KEOGH	\$30.00
	464591	06/03/2019	142214	KALANI JUNE KERKMAN	\$117.00
	464596	06/03/2019	141881	CATHERINE SUSANNE KIPP	\$180.00
	464598	06/03/2019	142195	TANNER KLAHN	\$84.00
	464600	06/03/2019	141782	EVAN KLUCH	\$84.00
	464601	06/03/2019	141294	TYLER SCOTT KLUCH	\$105.00
	464602	06/03/2019	142426	DAVIS KOCH	\$72.00
	464606	06/03/2019	140829	MARGARET KRAMER	\$117.00
	464610	06/03/2019	135103	RON KROENKE	\$140.00
	464612	06/03/2019	141783	KEEGAN KRUSE	\$126.00
	464617	06/03/2019	142470	KATHERINE R KUNTZ	\$78.00
	464619	06/03/2019	142427	LAUREN LACHEL	\$36.00
	464630	06/03/2019	135166	RONDA LOVERIDGE	\$1,280.00
	464635	06/03/2019	142785	CASSANDRA ELIZABETH MARTIN	\$570.00
	464636	06/03/2019	142196	TREY MARTIN	\$42.00
	464643	06/03/2019	140766	KATHERINE ANN MCCOY	\$126.00
	464653	06/03/2019	141003	BARBARA T MERTZ	\$106.64
	464675	06/03/2019	142715	JORDYN MUES	\$135.00
	464678	06/03/2019	142742	IAN ANDERSON NANIA	\$60.00
	464681	06/03/2019	142784	REESE NAYLON	\$90.00

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
50	464692	06/03/2019	142198	LAUREN NEWTON	\$78.00
	464704	06/03/2019	100013	OFFICE DEPOT 84133510	\$47.39
	464715	06/03/2019	140954	ANASTASIA ORTMAN	\$30.00
	464719	06/03/2019	142290	OVERDRIVE INC	\$500.00
	464721	06/03/2019	141342	GABRIEL PAREDES	\$96.00
	464730	06/03/2019	142472	ELLA PETRICK	\$90.00
	464738	06/03/2019	140830	JOCELYN H POLACEK	\$105.00
	464744	06/03/2019	142199	SYDNEY K RANGELOFF	\$72.00
	464745	06/03/2019	141090	BROOKE RATHBUN	\$60.00
	464746	06/03/2019	142749	PATRICK RATHBUN	\$60.00
	464754	06/03/2019	142786	BROOKE MARIE REYES	\$39.00
	464757	06/03/2019	142435	KATHRYN RILEY	\$54.00
	464759	06/03/2019	141708	ROBERT BOSCH TOOL CORP	\$2,203.15
	464762	06/03/2019	071023	OMAHA THEATER CO FOR YOUNG PEOPLE	\$715.00
	464763	06/03/2019	142789	THERESA F RYAN	\$109.71
	464768	06/03/2019	081891	SCHMITT MUSIC CENTER	\$24.00
	464785	06/03/2019	141441	MELANI SMITH	\$180.00
	464786	06/03/2019	142216	MOLLY MARIE SNYDER	\$117.00
	464793	06/03/2019	142428	JACOB STADJUJAR	\$72.00
	464802	06/03/2019	142473	CORRYN SWANEY	\$117.00
	464805	06/03/2019	108143	MELANIE C SZYMCZAK	\$48.00
	464807	06/03/2019	140864	MEGAN G TANTILLO	\$343.25
	464810	06/03/2019	142220	ANNA R TERRELL	\$90.00
	464837	06/03/2019	142436	HAILEY VAN WINKLE	\$117.00
	464844	06/03/2019	142223	JASMINE WATTS	\$6.00
	464859	06/03/2019	142791	MACLAIN WRIGHT	\$33.00
	464863	06/03/2019	142716	KAYCIA VIOLA ZEMAN	\$180.00
	E100892	06/03/2019	019559	BOUND TO STAY BOUND BOOKS INC	\$1,250.79

Millard Public Schools Check Register Prepared for the Board Meeting for Jun 3, 2019

Fund	Check Number	Check Date	Vendor Number	Vendor Name	Transaction Amount
50	E100905	06/03/2019	032800	DEMCO INC	\$610.70
	E100907	06/03/2019	033473	DIETZE MUSIC HOUSE INC	\$2,280.62
	E100929	06/03/2019	138509	JONES SCHOOL SUPPLY CO INC	\$218.40
	E100932	06/03/2019	099217	LAKESHORE EQUIPMENT CO	\$284.96
50 - Total					\$22,409.10
99	464415	06/03/2019	142774	CHARLES ALLEN CHRISTENSON	(\$60.00)
	464468	06/03/2019	142385	SHANNON KIEBLER	(\$96.00)
	464683	06/03/2019	136954	NEBRASKA CHILD SUPPORT PAYMENT CTR	\$60.00
99 - Total					(\$96.00)
Overall - Total					\$4,129,742.87

AGENDA SUMMARY SHEET

Agenda Item: Second Reading and Approval of Policy 4126 – Human Resources – Job Qualifications

Meeting Date: June 3, 2019

Background/Description: Following District guidelines to review Policies every seven years. Changes to address current practices. This Policy has been reviewed by the District’s legal counsel.

Action Desired: Approval of Policy 4126 – Human Resources – Job Qualifications

Policy / Strategic Plan Reference: N/A

Responsible Person(s): Dr. Kevin Chick, Associate Superintendent of Human Resources
Jake Curtiss, Director of Employee Relations

Superintendent’s Signature:



Human Resources

Job Qualification

4126

On the Superintendent's recommendation, the Board of Education may employ a candidate who does not meet all of the required qualifications listed in the job description for the position; provided, however, that the candidate has satisfied all requirements imposed by law. Such a candidate may be employed for a one-year period, with the stipulation that all requirements will be met by the end of the period. If the candidate fails to meet these requirements, the candidate's employment with the District may be terminated unless renewed for additional one-year periods. Nothing in this Policy will conflict with any of the District's ~~P~~olicies or ~~R~~ules governing an employee's grievance rights.

Policy Adopted: October 7, 1974

Revised: August 3, 1992; January 22, 2001, June 3, 2019

Reaffirmed: August 11, 2008, December 15, 2014

Millard Public Schools

Omaha, Nebraska

AGENDA SUMMARY SHEET

Agenda Item: Second Reading and Approval of Policy 4156 – Human Resources – Copyright Compliance

Meeting Date: June 3, 2019

Background/Description: Following District guidelines to review Policies every seven years. Minor changes to address internal references. This Policy has been reviewed by the District's legal counsel.

Action Desired: Approval of Policy 4156 – Human Resources – Copyright Compliance

Policy / Strategic Plan Reference: N/A

Responsible Person(s): Dr. Kevin Chick, Associate Superintendent of Human Resources
Jake Curtiss, Director of Employee Relations

Superintendent's Signature:



Human Resources**Copyright Compliance****4156**

District **P**ersonnel shall comply with the requirements of the Copyright Act, 17 U.S.-C_§ 101 *et seq.*

Under the direction of the **S**uperintendent, the administration shall establish and maintain procedures governing compliance with the Copyright Act.

Legal Reference: The Copyright Act

Related Policies & Rules: 4156.1, 5800, 5800.1, 6265, 6810.1

Policy Adopted: July 15, 2002

Policy **R**evised: September 8, 2015; June 3, 2019

Millard Public Schools

Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Second Reading and Approval of Policy 4172 – Human Resources – Use of Tobacco and E-Cigarette Type Products

Meeting Date: June 3, 2019

Background/Description: Following District guidelines to review Policies every seven years. Minor changes to Policy title and internal references for consistency. This Policy has been reviewed by the District's legal counsel.

Action Desired: Approval of Policy 4172 – Human Resources – Use of Tobacco and E-Cigarette Type Products

Policy / Strategic Plan Reference: N/A

Responsible Person(s): Dr. Kevin Chick, Associate Superintendent of Human Resources
Jake Curtiss, Director of Employee Relations

Superintendent's Signature:



Human Resources

Use of Tobacco and E-Cigarette Type Products

4172

No tobacco products or e-cigarette type products may be used by employees in facilities, vehicles, or equipment or on the grounds owned, leased, or operated by the Millard Public Schools, or when performing their duties as a District employee.

Related Policies and Rules: 1347, 1347.1, 4172.1, 3642

Policy Adopted: September 6, 1988

Millard Public Schools

Policy Revised: December 20, 1993; January 17, 1994; November 5, 2001;
April 19, 2004; April 21, 2014; June 3, 2019

Omaha, Nebraska

Policy Reaffirmed: October 17, 2011

AGENDA SUMMARY SHEET

Agenda Item: Second Reading and Approval of Policy 6660: Curriculum, Instruction, and Assessment–
Problem Solving Process

Meeting Date: June 3, 2019

**Background/
Description:** This policy is being revised to ensure compliance with the Nebraska Reading
Improvement Act.

Action Desired: Second Reading and Approval of Policy 6660: Curriculum, Instruction, and Assessment–
Problem Solving Process

Policy / Strategic Plan

Reference: N/A

Responsible Person: Dr. Heather Phipps, Mr. Andy DeFreece, Dr. Terry Houlton, Dr. Tony Weers

Superintendent's Signature:

A handwritten signature in cursive script, appearing to read "Jim Sautter", is written in black ink on a light-colored background.

Curriculum, Instruction, and Assessment

Problem Solving Process

6660

All District schools, PK-12, shall use a consistent and collaborative problem solving and intervention model called Multi-Tiered Systems of Support (MTSS). This process is designed to assist teachers in developing problem solving and intervention strategies, and when necessary, recommend other appropriate District resources ~~so as~~ to ensure the success ~~in school~~ of students in school.

The District will develop written procedures for implementation of the MTSS model and for the training of staff participating in the problem solving and intervention process for reading, mathematics, and behavior. Under the direction of the Superintendent, the administration shall establish and maintain procedures consistent with applicable federal and state statutes and regulations to govern implementation of the problem solving and intervention process.

Legal Reference: Title 92, Nebraska Administrative Code, Chapter 51-006.01
[Neb. Rev. Stat. 79-701, 79-2602](#)

Policy Approved: April 16, 2001

Revised: December 4, 2006, May 21, 2012, August 20, 2018; [June 3 2019](#)

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Approval of Rule 4156.1 – Human Resources – Copyright Compliance - Accountability for Compliance

Meeting Date: June 3, 2019

Background/Description: Following District guidelines to review Board Rule every seven years. Minor changes to address internal references. This Rule has been reviewed by the District's legal counsel.

Action Desired: Approval of Rule 4156.1 – Human Resources – Copyright Compliance - Accountability for Compliance

Policy / Strategic Plan Reference: N/A

Responsible Person(s): Dr. Kevin Chick, Associate Superintendent of Human Resources
Jake Curtiss, Director of Employee Relations

Superintendent's Signature:



Human Resources

Copyright Compliance - Accountability for Compliance

4156.1

District personnel will comply with District's copyright policies, rules, procedures, and have the following responsibilities regarding compliance with the requirements of the Copyright Act:

- I. Educational Services
 - A. Comply with District copyright policies, rules, and procedures in the development and implementation of the curriculum.
- II. ~~Office~~-Department of Library Services
 - A. Support the implementation of and compliance with District copyright policies, rules, and procedures.
 - B. Archive all written copyright permissions for the District.
- III. Building Administration
 - A. Know and understand the District's copyright policies, rules, and procedures.
 - B. Ensure compliance with the District's copyright policies, rules, and procedures.
- IV. Teaching Staff
 - A. Know and understand the District's copyright policies, rules, and procedures.
 - B. Abide by the District's copyright policies, rules, and procedures.
- V. Teacher Librarians
 - A. Know and understand the District's copyright policies, rules, and procedures.
 - B. Provide accurate and timely information on the District's copyright policies, rules, and procedures.
- VI. Secretaries and Paraprofessionals
 - A. Monitor and seek clarification regarding copyright matters.
 - B. Comply with the District's copyright policies, rules, and procedures.

Legal Reference: The Copyright Act.

Related Policies & Rules: 4156, 5800, 5800.1, 6265, 6810.1

Rule ~~A~~approved: July 15, 2002

Rule Revised: September 8, 2015; June 3, 2019

Millard Public Schools
Omaha NE

AGENDA SUMMARY SHEET

Agenda Item: Approval of Rule 4172.1 – Human Resources – Using Tobacco and E-Cigarette Type Products

Meeting Date: June 3, 2019

Background/Description: Following District guidelines to review Board Rules every seven years. Minor changes to Policy title and internal references for consistency. This Rule has been reviewed by the District’s legal counsel.

Action Desired: Approval of Rule 4172.1 – Human Resources – Using Tobacco and E-Cigarette Type Products

Policy / Strategic Plan Reference: N/A

Responsible Person(s): Dr. Kevin Chick, Associate Superintendent of Human Resources
Jake Curtiss, Director of Employee Relations

Superintendent’s Signature:



Human Resources

Using Tobacco and E-Cigarette Type Products

4172.1

Appropriate signs will be placed at the entrances of all buildings, facilities, and spectator areas advising all persons who enter of the District policy prohibiting smoking and the use of tobacco products and e-cigarette type products on District property.

Any violation of the District policy by employees shall be reported to the appropriate supervisor. The first violation will result in a verbal reprimand. Additional violations will result in written reprimands or more serious consequences up to and including termination of employment.

Related Policies and Rules: 1347, 1347.1, 4172, 3642

Rule Adopted:	November 7, 1988	Millard Public Schools
<u>Rule</u> Revised:	December 20, 1993; January 17, 1994; November 5, 2001; April 19, 2004; April 21, 2014; <u>June , 2019</u>	Omaha, Nebraska
<u>Rule</u> Reaffirmed:	October 17, 2011	

AGENDA SUMMARY SHEET

Agenda Item: Reaffirm Policy - 4173 - Human Resources – Drug-Free Workplace

Meeting Date: June 3, 2019

**Background/
Description:**

Action Desired: Reaffirm Policy - 4173 - Human Resources – Drug-Free Workplace

**Policy /
Strategic Plan**

Reference: N/A

Responsible Person(s): Dr. Kevin Chick, Assoc. Superintendent of Human Resources

Superintendent's Signature:

A handwritten signature in cursive script, appearing to read "Jim Deitgen", is written in black ink on a light-colored rectangular background.

Human Resources

Drug-Free Workplace

4173

The District will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and its implementing regulations.

The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by a District employee is prohibited. The District shall establish a drug-free awareness program and shall notify employees that they are required to abide by the drug-free workplace policy of the District, and that any violation of this Policy will result in action against such employee up to and including termination.

The District shall make a continuing good faith effort to maintain a drug-free workplace through implementation of its drug-free workplace policy.

Legal Reference: Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8102 and 8103

Policy Adopted: December 18, 1989

Reaffirmed: December 7, 1998, [June 3, 2019](#)

Revised: February 5, 2007, November 18, 2013

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Reaffirm Rule – 4173.1 - Human Resources – Drug-Free Workplace

Meeting Date: June 3, 2019

**Background/
Description:**

Action Desired: Reaffirm Rule - 4173 - Human Resources – Drug-Free Workplace

**Policy /
Strategic Plan**

Reference: N/A

Responsible Person(s): Dr. Kevin Chick, Assoc. Superintendent of Human Resources

Superintendent's Signature:

A handwritten signature in cursive script, appearing to read "Jim Deiters", is written on a light-colored rectangular background.

Human Resources

Drug-Free Workplace

4173.1

In order to implement the drug-free workplace policy of the District, the District shall implement the following rules:

- I. The District shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the District's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- II. The District shall establish a drug-free awareness program to inform employees about:
 - A. The dangers of drug abuse;
 - B. The District's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- III. The District shall provide each employee with a copy of the statement set forth in Section I.
- IV. The District shall notify each employee in the statement required by Section I that as a condition of employment, the employee will:
 - A. Abide by the terms of the statement; and
 - B. Notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than one business day after such conviction.
- V. The District shall notify any federal or state agency for whom grant money is received within ten days after receiving notice under Section IV(B) from an employee or otherwise receiving actual notice of such conviction.
- VI. The District shall take one of the following actions within thirty days of receiving notice under Section IV (B), with respect to any employee who is convicted:
 - A. Take appropriate personnel action against such an employee, up to and including termination; or
 - B. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- VII. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above rules.

Legal Reference: 41 U.S.C. §§ 8102 and 8103

Related Rules: 4173.2, 4173.3

Rule Approved: December 18, 1989

Reaffirmed: December 7, 1998; February 5, 2007, [June 3, 2019](#)

Revised: November 18, 2013

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Reaffirm Rule – 4173.2 - Human Resources – Drug-Free Workplace-Alcohol

Meeting Date: June 3, 2019

**Background/
Description:**

Action Desired: Reaffirm Rule – 4173.2 - Human Resources – Drug-Free Workplace-Alcohol

**Policy /
Strategic Plan**

Reference: N/A

Responsible Person(s): Dr. Kevin Chick, Assoc. Superintendent of Human Resources

Superintendent's Signature:

A handwritten signature in cursive script, appearing to read "Jim Sauter", is written in black ink on a light-colored background.

Human Resources

Drug-Free Workplace: Alcohol

4173.2

- I. The purpose of this Rule is to establish standards of conduct for employees as to the use and possession of alcohol while in the course of their employment or in the discharge of their duties and eliminate the unlawful use or distribution of alcohol on District property. This Rule also applies to acts or any conduct which is illegal under federal, state, or local law. All District employees are covered by this Rule. Violation of this Rule shall result in disciplinary action up to and including termination of employment.
- II. This Rule shall be administered in accordance with and subject to all applicable District grievance policies and procedures contained either in collective bargaining agreements or policies and rules of the District, and pursuant to all constitutional rights, state and federal, to which employees are entitled.
- III. The name of any employee violating this Rule shall not be released to the public unless the employee requests an open hearing with the Board; provided, however, that the Superintendent may notify law enforcement authorities of any suspected violation of criminal statutes or ordinances.
- IV. The following definitions shall apply for purposes of the Rule:
 - A. Alcohol or alcoholic beverage shall mean any substance subject to the jurisdiction of the Nebraska Liquor Control Commission and those beverages and alcoholic liquors defined in the Nebraska Liquor Control Act, Neb. Rev. Stat. § 53-103.
 - B. Distribution shall mean any delivery, sale, transfer, handling, transmitting, administering, giving, or otherwise making available, alcohol or alcoholic beverages.
 - C. "Intoxication" and/or "Under the influence" shall mean for the purposes of this Rule, that the employee is impaired and/or affected by an alcoholic substance, or the combination of a drug and alcohol, in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by professional opinion, a scientifically valid test and, in some cases, by a lay person's opinion.
 - D. Possession shall mean on the employee's person, in the employee's personal belongings, including any beverage containers, or under the employee's reasonable control. A District employee shall be deemed in possession of alcohol, if he or she has alcohol on his or her person, or under his or her control.
 - E. Employee Assistance Program (E.A.P.) shall mean an Employee Assistance Program provided by the District for the benefit of its employees.
- V. The following conduct is prohibited:
 - A. Reporting to work, performing job duties or conducting any District business while intoxicated or otherwise under the influence of alcohol is strictly prohibited and shall subject the District employee to immediate discipline actions as hereinafter provided. Conduct of an employee giving rise to a reasonable suspicion that the employee is under the influence shall be reported to the employee's immediate supervisor or the Human Resources Department.
 - B. The possession, consumption, or use of alcohol, while on District property, while performing job duties, or while in the course of the employee's employment, at a District-sponsored student event, or at a student activity in which the District or school districts participate, is strictly prohibited and shall subject the District employee to immediate discipline actions as hereinafter provided.

- C. The Distribution of alcohol to minors is strictly prohibited and shall be subject to immediate discipline actions as hereinafter provided.
- VI. In cases of suspected violations of this Rule, the following actions and procedures shall be implemented:
- A. Any employee suspected of being in violation of this Rule shall be interviewed by his or her immediate supervisor or administrator as soon as possible to determine whether the employee is in violation of this Rule or any provisions of this Rule. If necessary, the immediate supervisor or administrator may summon a second supervisor or administrator to be present at the interview and to assist in the determination. If the supervisor or administrator determines that there is a reasonable suspicion that the employee may be in violation of any provision of this Rule, the supervisor or administrator shall immediately refer the employee to the Assistant Superintendent of Human Resources, or designee, for further investigation. The Assistant Superintendent of Human Resources or designee may interview the suspected employee prior to the immediate supervisor if circumstances warrant.
 - B. If, upon further investigation, the Assistant Superintendent of Human Resources or designee, has a reasonable suspicion that the employee has violated this Rule, he/she shall suspend the employee with pay from his or her duties and, if the employee is suspected of being under the influence of alcohol, may direct that the employee be tested for alcohol. Employees are required to submit to alcohol testing upon direction from the Assistant Superintendent of Human Resources or designee. The employee shall be advised of the required alcohol testing by the Assistant Superintendent of Human Resources or designee.
 - C. The results of the alcohol test may be used to provide the employee an opportunity to exonerate himself/herself. If the employee tests negative for alcohol, the employee will not be subject to disciplinary measures related to violation of the District's alcohol policy and shall be returned to duty. If a test of an employee's body fluid and/or breath positively detects the presence of alcohol, the results may be confirmed in accordance with Neb. Rev. Stat. § 48-1903 prior to being used against an employee in any disciplinary or administrative action.
 - D. Breath test devices will only be administered by personnel who are properly trained. Breath test devices will be tested for accuracy and calibrated as necessary pursuant to the Nebraska Department of Motor Vehicles guidelines.
 - E. Any employee who is subject to disciplinary action under this Rule shall, within a reasonable time, be provided a written statement setting forth the specific reasons for such disciplinary action. The written statement shall contain a written acknowledgment of receipt signed by the employee. Should the employee refuse to sign the acknowledgement of receipt, the refusal shall be so noted on the receipt by the supervisor or administrator.
 - F. The Assistant Superintendent of Human Resources or designee shall undertake such additional investigation as may be necessary, and shall provide the employee with such written statement within a reasonable time specifically stating:
 - 1. What additional action, other than being suspended from duties, if any, will be taken in accordance with this Rule; and
 - 2. The date and/or the conditions under which the employee may return to his or her regular duties, if applicable; and
 - 3. The employee's due process rights and time limits to appeal by reference to the District's grievance procedures or, if applicable, the provision of the collective bargaining agreement.

- VII. At all times, each District employee shall make every reasonable effort to ensure that any employee who, in the course of their employment or in the discharge of duties, is under the influence of alcohol does not operate a motor vehicle. Should an employee refuse to cooperate and attempt to operate a motor vehicle when such employee is intoxicated and/or under the influence of alcohol, law enforcement officials shall be immediately notified and the employee shall be terminated from employment.
- VIII. District employees who violate this Rule shall be subject to the following penalties:
- A. Reporting to work under the influence of alcohol.
 - 1. First offense: Employee will be issued a written reprimand, will be subject to a minimum suspension of five (5) days without pay, and a maximum of termination of employment. Mandatory referral to E.A.P. in the event the employee is not terminated.
 - 2. Second offense: Employee shall be terminated from employment.
 - B. Use of alcohol or beverages containing alcohol while on District property, or while in the course of the employee's employment or in the discharge of his or her duties thereunder, at a District-sponsored student event, or at a student activity in which the District or other school districts participate.
 - 1. First offense: Employee will be issued a written reprimand, will be subject to a minimum suspension of five (5) days without pay, and a maximum of termination of employment. Mandatory referral to E.A.P. in the event the employee is not terminated.
 - 2. Second offense: Employee shall be terminated from employment.
 - C. Employee is convicted of distribution of alcohol or beverages containing alcohol to minors.
 - 1. First offense: Employee shall be terminated from employment.
 - D. Refusal to undergo further testing based on a reasonable suspicion of intoxication and/or performance of duties under the influence of alcohol.
 - 1. First offense: Employee shall be terminated from employment.
- IX. Employees of the District shall fully comply with and successfully complete the treatment directed by District's E.A.P. when the employee is being disciplined for violation of this Rule. Failure to do so shall result in termination of employment.
- X. The Superintendent or designee may impose a lesser or alternative penalty than those provided for herein if the Superintendent or designee deems that a lesser or alternative disposition is in the best interests of the District and the employee.
- XI. If a District employee is convicted of any crime related to the distribution or otherwise making alcohol available to minors, the employee shall be terminated from employment. An employee convicted of any crime relating to the possession, use, or distribution of alcohol must notify the Assistant Superintendent of Human Resources or designee no later than one business day after the conviction. Failure to timely notify may be grounds for disciplinary action, up to and including termination of employment.
- XII. The District will use the following counseling and education services:
- A. Employees are encouraged to participate in the District's substance abuse awareness programs. Additionally, employees are encouraged to voluntarily utilize the E.A.P. services provided by the District in seeking assistance with alcohol problems. An employee's private use of these services

on the employee's own initiative will not jeopardize job security or promotional opportunity. When such use is private and voluntary, no identifying report of any kind will be made by the E.A.P. to the District unless the employee so chooses.

- B. Any employee who is disciplined for alcohol use and not terminated shall be referred to the District's E.A.P. for assessment, counseling, treatment and rehabilitation. This shall be a management referral and, as such, the employee shall be required to execute the necessary releases so that the E.A.P. may inform the District whether such employee is in compliance with directed treatment.
- C. The District will provide training for its administrators and supervisors to recognize typical symptoms of alcohol use and abuse.

Legal Authority: Neb. Rev. Stat. §§ 48-1903, 48-1910

Related Policies & Rules: 4173, 4173.1, 4173.3

Rule Approved: December 18, 1989

Revised: July 2, 1990; November 5, 1990; December 7, 1998;
February 5, 2007; November 18, 2013

[Reaffirmed: June 3, 2019](#)

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Reaffirm Rule – 4173.3 - Human Resources – Drug-Free Workplace-Drugs

Meeting Date: June 3, 2019

**Background/
Description:**

Action Desired: Reaffirm Rule – 4173.3 - Human Resources – Drug-Free Workplace-Drugs

**Policy /
Strategic Plan**

Reference: N/A

Responsible Person(s): Dr. Kevin Chick, Assoc. Superintendent of Human Resources

Superintendent's Signature:

A handwritten signature in cursive script, appearing to read "Jim Sutfin", is written in black ink on a light-colored background.

Human Resources

Drug-Free Workplace: Drugs

4173.3

I. The purpose of this Rule is to establish standards of conduct for employees as to the use and possession of illegal drugs while in the course of their employment or in the discharge of their duties and eliminate the unlawful use or distribution of illegal drugs, or the misuse of prescription drugs, on District property. This Rule also applies to acts or any conduct which is illegal under federal, state, or local law. All District employees are covered by this Rule. Violation of this Rule shall result in disciplinary action up to and including termination of employment.

II. This Rule shall be administered in accordance with and subject to all applicable District grievance policies and procedures contained either in collective bargaining agreements or policies and rules of the District, and pursuant to all constitutional rights, state and federal, to which employees are entitled.

III. The name of any employee violating this Rule shall not be released to the public unless the employee requests an open hearing with the Board; provided, however, that the Superintendent may notify law enforcement authorities of any suspected violation of criminal statutes or ordinances.

IV. The following definitions shall apply for purposes of this Rule:

A. Illegal drugs shall mean all controlled substances as defined in Neb. Rev. Stat. §§ 28-401, 28-404, 28-405 and 28-419 including but not limited to “uppers”, “downers”, barbiturates, marijuana, amphetamines, LSD, heroin, hashish, hallucinogenics, cocaine, anabolic steroids, and any metabolite or conjugated form thereof, and any other substance, except legal non-prescription drugs or legal beverages, which alters the mood or behavior and which is not taken for medical purposes under a prescription by a licensed physician.

B. Distribution shall mean any delivery, sale, transfer, handling, transmitting, administering, giving, or otherwise making available, illegal drugs.

C. Drug paraphernalia shall mean all equipment, products, and materials of any kind which are used, intended for use, or designed for use, in manufacturing, injecting, ingesting, inhaling, or otherwise introducing illegal drugs into the human body, as defined in Neb. Rev. Stat. § 28-439.

D. "Look-alike" drugs shall mean any substance which is believed to be or represented to others to be an illegal drug, or possessed with the belief or understanding that the substance is an illegal drug.

E. "Intoxication" and/or "Under the influence" shall mean for the purposes of this Rule that the employee is impaired and/or affected by an illegal drug, or the combination of an illegal drug and alcohol, in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by professional opinion, a scientifically valid test or by a lay person's opinion.

F. Possession shall mean on the employee's person, in the employee's personal belongings, or under the employee's reasonable control. A District employee shall be deemed in possession of illegal drugs, look-alike drugs, or drug paraphernalia if he or she has illegal drugs, look-alike drugs, or drug paraphernalia on his or her person, or under his or her control.

G. Employee Assistance Program (E.A.P.) shall mean an Employee Assistance Program provided by the District for the benefit of its employees.

V. The following conduct is prohibited.

A. Reporting to work, performing job duties or conducting any District business while under the influence of any illegal drug is strictly prohibited and shall subject the District employee to immediate discipline actions as hereinafter provided. Conduct of an employee giving rise to a reasonable suspicion that employee is under the influence shall be reported to the employee's immediate supervisor or Human Resources.

B. The possession, use or distribution of any illegal drug or "look-alike" drug while on District property, performing job duties, or while in the course of the employees' employment, at a District-sponsored student event, or at a student activity in which the District or other school districts participate, is strictly prohibited and shall subject the District employee to immediate discipline actions as hereinafter provided.

VI. In cases of suspected violations of this Rule, the following actions and procedures shall be implemented.

A. Any employee suspected of being in violation of this Rule shall be interviewed by his or her immediate supervisor or an administrator as soon as possible to determine whether

the employee is in violation of this Rule. If necessary, the immediate supervisor or administrator may summon a second supervisor or administrator to be present at the interview and to assist in the determination. If the supervisor or administrator determines that there is a reasonable suspicion that the employee may be in violation of any provision of this Rule, the supervisor or administrator shall immediately refer the employee to the Assistant Superintendent of Human Resources or designee for further investigation.

B. If, upon further investigation, the Assistant Superintendent of Human Resources or designee has a reasonable suspicion that the employee has violated this Rule, he/she shall immediately suspend the employee with pay from his or her duties, and if the employee is being suspected of being under the influence of illegal drugs, may direct that the employee be tested for illegal drugs. Employees are required to submit to drug testing upon directive from the Assistant Superintendent of Human Resources or designee. The employee shall be advised of the required drug testing by the Assistant Superintendent of Human Resources, or designee, and be transported to a location for the administration of such required test.

C. The results of the drug test may be used to provide the employee an opportunity to exonerate himself/herself. If the employee tests negative for drugs, the employee will not be subject to disciplinary measures related to violation of the District's drug policy and may be returned to duty. If a test of an employee positively detects the presence of illegal drugs, the results shall be confirmed in accordance with Neb. Rev. Stat. § 48-1903 prior to being used against an employee in any disciplinary or administrative action.

D. An employee who refuses to undergo testing based upon reasonable suspicion that the employee is intoxicated and/or under the influence of illegal drugs shall be subject to immediate disciplinary actions up to and including termination of employment and such refusal may be offered in evidence in any grievance proceeding and/or termination hearing.

E. Any employee who is subject to disciplinary action under this Rule shall, within a reasonable time, be provided a written statement setting forth the reasons for such disciplinary action. The written statement shall contain an acknowledgment of receipt signed by the employee. Should the employee refuse to sign the acknowledgment of receipt, the refusal shall be so noted on the receipt by the supervisor or administrator.

F. The Assistant Superintendent of Human Resources or designee shall undertake such additional investigation as may be necessary, and shall provide the employee with such written statement within a reasonable time specifically stating:

1. What additional action, other than being suspended from duties, if any, will be taken in accordance with this Rule; and
2. The date and/or the conditions under which the employee may return to his or her regular duties, if applicable; and
3. The employee's due process rights and time limits to appeal by reference to the District's grievance procedures or, if applicable, the provision of the collective bargaining agreement.

VII. At all times, each District employee shall make every reasonable effort to ensure that any employee who, in the course of their employment or in the discharge of duties, is under the influence of illegal drugs, does not operate a motor vehicle. Should an employee refuse to cooperate and attempt to operate a motor vehicle when such employee is under the influence of illegal drugs, law enforcement officials shall be immediately notified and the employee shall be subject to immediate disciplinary action up to and including termination of employment.

VIII. District employees who violate this Rule shall be subject to the following penalties.

A. Reporting to work under the influence of illegal drugs.

1. First offense: Employee will be issued a written reprimand, will be subject to a minimum suspension of twenty days without pay, and a maximum of termination of employment. Mandatory referral to E.A.P. in the event the employee is not terminated.
2. Second offense: Employee shall be terminated from employment.

B. Illegal possession, use or distribution of illegal drugs, look-alike drugs or drug paraphernalia while on District property, or while in the course of the employee's employment or in the discharge of his or her duties thereunder, at a district-sponsored student event, or at a student activity in which the District or other school districts participate.

1. First offense: Employee shall be terminated from employment.

C. Refusal to undergo further testing based on a reasonable suspicion of intoxication and/or under the influence of illegal drugs.

1. First offense: Employee shall be subject to immediate disciplinary action up to and including termination of employment and such refusal may be offered in evidence in any grievance proceeding and/or termination hearing.

IX. Employees of the District shall fully comply with and successfully complete the treatment directed by the District's E.A.P. when the employee is being disciplined for violation of this Rule. Failure to do so shall result in termination of employment.

X. The Superintendent or designee may impose a lesser or alternative penalty than those provided for herein if the Superintendent or designee deems that a lesser or alternative disposition is in the best interests of the District and the employee.

XI. Any employee convicted of violating a criminal drug statute must notify the Assistant Superintendent of Human Resources or designee no later than one business day after the conviction. Failure to timely notify is grounds for termination of employment.

XII. The District will utilize the following counseling and education services:

A. Employees are encouraged to participate in the District's substance abuse programs. Additionally, employees are encouraged to voluntarily utilize the E.A.P. services provided by the District in seeking assistance with substance abuse problems. An employee's private use of these services on the employee's own initiative will not jeopardize job security or promotional opportunity. When such use is private and voluntary, no identifying report of any kind will be made by the E.A.P. to the District unless the employee so chooses.

B. Any employee who is disciplined for drug use and not terminated shall be referred to the District's E.A.P. for assessment, counseling, treatment and rehabilitation. This shall be a management referral and, as such, the employee shall be required to execute the necessary releases so that the E.A.P. may inform the District whether such employee is in compliance with directed treatment.

C. The District will provide training for its administrators and supervisors to recognize typical symptoms of drug use and abuse.

Legal Authority: Neb. Rev. Stat. §§ 48-1903, 48-1910

Related Policies & Rules: 4173, 4173.1, 4173.2

Rule Approved: February 5, 2007

Revised: December 2, 2013

[Reaffirmed: June 3, 2019](#)

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Approval of Rule 5100.1 - Enrollment of Students Residency Requirements

Meeting Date: June 3, 2019

**Background/
Description:** Seven-year cycle revision.

Action Desired: Approval

**Policy /
Strategic Plan
Reference:** N/A

Responsible Person(s): Bill Jelkin, Director of Student Services

Superintendent's Signature:

A handwritten signature in cursive script, appearing to read "Jim South", is written in black ink on a light-colored rectangular background.

~~Pupil~~ Student Services

Enrollment of Students

Residency Requirements

5100.1

I. Rules Governing the Enrollment of Students.

- A. Enrollment of Resident Students. Students of school age residing in the District, students who have at least one (1) parent residing in the District, and students of school age who may be by law allowed to attend the District's schools without charge, shall be permitted to enroll in the District's schools tuition-free.
- B. Questionnaire Form. Students who reside in the District with a person other than the student's parents or legal guardian will be required to complete ~~the~~ District and Nebraska Department of Education questionnaire forms which shall include, among other things, the name and address of the contact person for medical emergencies, student disciplinary matters, school conferences, and excessive absenteeism. The forms must be completed and returned to the District within the time frame set by the District.
- C. Enrollment of Future Residents. Students whose parents or guardian are planning to become District residents in the reasonably near future may be enrolled in the District tuition-free. Reasonable proof of future residency will be required by the District prior to enrollment. If the parents or guardian of such student have not become District residents within nine (9) weeks of enrollment, the student may be excluded from further attendance until residency is established.
- D. Homeless Children and Youth. Children and youths who are homeless and who request admission, shall be admitted according to District Rule 5100.9.
- E. Expelled Students. A student who has been expelled from a public school in any school district in any state or from a private, denominational, or parochial school in any state and who has not completed the terms of the expulsion, shall not be permitted to enroll in the District until the District's Board or the Board's designee approves, ~~by a majority vote,~~ the enrollment of the student. As a condition of such enrollment, the District's Board may require attendance in an alternative school, class or education program pursuant to Nebraska Revised Statute §79-266 until the terms of the expulsion are completed. A student who has been expelled from a private, denominational, or parochial school or from a school in another state may not be prohibited from enrolling in the District for any period of time beyond the time limits placed on expulsion pursuant to the Student Discipline Act or for any expulsion for an offense for which expulsion is not authorized for a public school student under the Student Discipline Act, if the student is a resident of the District or the student has been accepted pursuant to the District's Open or Option Enrollment Programs.

II. Resident Students Who Move During the School Year.

Students who move out of the District during the school year may continue attending school in the District for the remainder of the school year tuition-free.

III. Enrollment of Nonresident Students.

- A. The District may admit the following nonresident students:
 - 1. Students who have at least one (1) parent residing in the District.
 - 2. Students accepted through the District's Open or Option Enrollment Programs.

3. Nonresident students from Nebraska may be admitted pursuant to a contract with the school district where the student is a resident, with the payment and collection of tuition pursuant to the contract.
4. Nonresident students of another state may be admitted, with the advance payment of tuition at a rate determined by the Board.

B. Nonresident students may not attend schools which are closed to open or option enrollment due to capacity standards. Nonresident students may request enrollment at any District school which is not closed to open or option enrollment.

IV. Wards of the State or a Court.

Any student who is a ward of the state or a ward of any court and who resides in a foster family home within the District which is licensed or approved by the Department of Health and Human Services or who resides in a foster home within the District which is maintained or used pursuant to Nebraska Revised Statute §83-108.04 shall be deemed a resident of the District. Students who are placed in foster homes within the District by individuals, or by agencies other than the Department of Health and Human Services or in foster homes which are not maintained or used pursuant to Nebraska Revised Statute § 83-108.04, as hereinbefore provided, shall be required to complete a residency questionnaire and shall be subject to the same residency requirements as other nonresident students seeking enrollment in the District.

V. Improper Enrollment.

A. If a student is improperly enrolled in the District, the District in its sole discretion may:

1. Exclude the student from the schools of the District and charge tuition for the time period that the student was improperly enrolled; or
2. Permit the nonresident student to remain enrolled as a nonresident student provided tuition is paid in advance.

VI. Illegal Aliens

Illegal aliens will not be denied a public education based on their illegal alien status.

VII. Definitions.

A. "Guardian" shall mean a legal guardian who has been appointed by a court or who has accepted a testamentary appointment, ~~such~~ as provided in Neb. Rev. Stat. § 30-2605.

B. "Homeless child or youth" shall mean:

1. An individual who lacks a fixed, regular, and adequate nighttime residence; and
2. Includes:
 - a. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; ~~or are awaiting foster care placement.~~
 - b. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, within the meaning of 42 U.S.C. § 11302(a)(2) ~~(e)~~;

- c. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- d. Migratory children, as defined in 20 U.S.C. § 6399(3), who qualify as homeless because the children are living in circumstances described in subsections VII(B)(~~2~~)(a)-(c)

3. The term “homeless child or youth” does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or State law.

- C. "Improper enrollment" shall mean students enrolled in the District who do not meet the residency, option enrollment, open enrollment, or other statutory requirements to enable tuition-free admission into the District.
- D. "Parents" shall mean the lawful father or mother of a child, including adoptive parents. A guardian or any other person in legal or actual charge or control of a child who enrolls a child in school, shall be considered to be acting as a parent for all educational purposes, unless otherwise restricted by law.

Legal References: Plyler v. Doe, 457 U.S. 202, 102 S. Ct. 2382, 72 L. Ed. 2d 786 (1982);
 Neb. Rev. Stat. § 79-215
 Neb. Rev. Stat. § 79-216
 Neb. Rev. Stat. § 79-266.01
 Title 92, Nebraska Administrative Code, Chapter 19
 McKinney-Vento Homeless Assistance Act of 2001 42 U.S.C. § 11431 *et seq.*

Related Rule: 5100.3, 5100.8, 5100.9

Rule Approved: February 1, 1982

Revised: January 8, 1996; August 21, 2000; August 6, 2001

May 5, 2003; January 11, 2010, July 11, 2011; December 19, 2011; [June 3, 2019](#)

Reaffirmed: April 7, 2008

Millard Public Schools
 Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Approval of Rule 5100.2 - Enrollment of Students Kindergarten Age, Proof of Identity, Physical Examination and Immunization

Meeting Date: June 3, 2019

**Background/
Description:** Seven-year cycle revision.

Action Desired: Approval

**Policy /
Strategic Plan
Reference:** N/A

Responsible Person(s): Bill Jelkin, Director of Student Services

Superintendent's Signature:



~~Pupil~~ Student Services

Enrollment of Students

Kindergarten Age, Proof of Identity, Physical Examination and Immunization, ~~Instructional Level Placement~~

5100.2

- I. **Admission to Kindergarten: Age Requirement.** The District shall not admit any child into kindergarten unless such child has reached the age of five (5) years or will reach such age on or before July 31 of the current year with the following exceptions:
- A. The Board may admit a child who will reach the age of five (5) between August 1 and October 15 of the current school year if the parent or guardian requests such entrance and provides an affidavit stating that:
1. The child attended kindergarten in another ~~jurisdiction-state~~ in the current school year in accordance with the other state's kindergarten enrollment statutes; or
 2. The family anticipates a relocation to another ~~jurisdiction-state~~ that would allow admission to kindergarten within the current school year in accordance with the other state's kindergarten enrollment statutes; or
 3. The child has demonstrated through recognized assessment procedures approved by the Board that he or she is capable of carrying the work of kindergarten.
 - a. Recognized assessment procedures that the District's Educational Services Division follows include:
 - i. A parent/guardian wishing to have their child considered for early entrance must be a resident within the District.
 - ii. The parent/guardian must attend a parent meeting about early entrance testing.
 - iii. The assessment date and time will be scheduled at the end of the parent meeting.
 - iv. The parent/guardian must bring to the testing center, prior to testing:
 1. Consent for evaluation,
 2. ~~A~~ Copy of the child's birth certificate, ~~and~~
 3. Completed Early Entrance Parent Questionnaire, and
 4. A fee paid to the District.
 - v. Early entrance into kindergarten will be based on meeting or exceeding all assessment cutscores.
 - vi. A report will be provided the parent/guardian and a copy placed in the child's school record.
 - vii. If the child will be accepted into kindergarten, information will be shared with ~~receiving~~ appropriate school personnel.

viii. If the child meets the criteria for early entrance they must attend full-day.

b. Assessment components include, but are not limited to:

- i. The Differential Ability Scales II (DAS-2), administered by qualified District personnel (a standard score at or above 130 on the General Conceptual Ability and 125 on School Readiness).
- ii. The Conners Early Childhood Rating Scale is completed by parents.
- iii. Other assessments deemed necessary.

B. The Board may admit a child who will reach age five (5) between August 1 and October 15 of the current school year, who is seeking such admission by transfer from any Nebraska non-public school or from any Nebraska public school district, if the child has demonstrated through recognized assessment procedures approved by the Board that he or she is capable of carrying the work of kindergarten.

1. The recognized assessment procedures approved by the Board are those set forth in the subsection I(A)(3) of this Rule.

2. Attendance in kindergarten in any Nebraska non-public school does not exempt the child from having to demonstrate through assessment procedures approved by the Board that he or she is capable of carrying the work of kindergarten.

3. Attendance in kindergarten in any other Nebraska public school district does not exempt the child from having to demonstrate through recognized assessment procedures approved by the Board that he or she is capable of carrying the work of kindergarten, unless in the District's sole determination the assessment procedures of the other Nebraska public school district are equivalent to the recognized assessment procedures set forth in the subsection I(A)(3) of this Rule.

II. **Proof of Age and Identity, Physical Examination, and Immunization.**

A. Upon enrollment of a student in the District, the enrolling school shall:

1. Require compliance with the physical examination and visual evaluation requirements of District Rule 5600.3 (I).
2. Require compliance with the immunization requirements of District Rule 5600.3 (II) and (III).
3. Notify in writing the person enrolling the student that if a birth certificate or other reliable proof was not provided upon enrollment that he or she must provide within thirty (30) days either:
 - a. A certified copy of the student's birth certificate; or
 - b. Other reliable proof of the student's identity and age, along with an affidavit explaining the inability to produce a copy of the birth certificate.

B. If a certified copy of a birth certificate cannot be produced, then other reliable proof (in order of preference) of the student's identity and age must be provided along with an affidavit explaining the inability to produce a copy of the birth certificate:

1. Baptismal certificate;
2. Passport;

3. Immigration certificate; or
 4. Bible record.
- C. Upon failure of the parent or guardian to comply with the preceding paragraph, written notice shall be given to the parent or guardian that unless he or she complies within ten (10) days the matter shall be referred to the local law enforcement agency for investigation. If compliance is not obtained in such ten (10) day period, then the matter shall be immediately reported to the local law enforcement agency. Any affidavit received pursuant to the preceding paragraph that appears inaccurate or suspicious in form or content shall be reported immediately to the local law enforcement agency.

III. **Withdrawal (Age 6 and Below)**

- A. In accordance with the Nebraska Compulsory Education Law, any person with legal or actual charge or control of a child who will reach six (6) years of age prior to January 1 of the then-current school year, may discontinue the enrollment of such child by meeting with the principal and providing the following documentation:
1. A signed affidavit stating that the person intends for the child to participate in a non-accredited or non-approved school and the person intends to provide the Commissioner of Education with a statement pursuant to Nebraska Revised Statute §79-1601(3) on or before the child's seventh birthday; or
 2. A signed affidavit stating that the child is participating in an education program that the person believes will prepare the child to enter grade one (1) for the following year.
 3. The principal shall notify the Director of ~~Pupil-Student~~ Services of the withdrawal.
- B. In accordance with the Nebraska Compulsory Education Law, any person with legal or actual charge or control of a child who will not reach six (6) years of age prior to January 1 of the then-current school year, may discontinue the enrollment of such child by meeting with the principal and completing the building withdrawal procedures. The principal shall notify the Director of ~~Pupil-Student~~ Services of the withdrawal.

~~IV. Transfer from Other Schools: Instructional Level Placement.~~

~~Students who apply for initial admission to the District's schools by transfer from non-public schools or from schools outside the District will be initially placed on the same instructional level as the school from which they transferred pending their observation and evaluation by classroom teachers, Educational Services staff, and the school principal. The school principal will determine the final placement of such students after the District's observation and evaluation have been completed.~~

Legal Reference: Neb. Rev. Stat. § 43-2007
Neb. Rev. Stat. §§ 79-214 through 79-223

Related Policies & Rules: 5100, 5600.3

Rule Approved:

Revised: July 20, 1992; June 6, 1994; August 21, 2000; August 6, 2001; June 6, 2005; March 3, 2008; March 1, 2010; December 19, 2011; [June 3, 2019](#)

Reaffirmed: April 7, 2008

Millard Public Schools
Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Approval of Rule 5100.7 - Enrollment of Children in Pre-Kindergarten (Pre-K) Programs

Meeting Date: June 3, 2019

**Background/
Description:** Seven-year cycle revision.

Action Desired: Approval

**Policy /
Strategic Plan
Reference:** N/A

Responsible Person(s): Bill Jelkin, Director of Student Services

Superintendent's Signature:

A handwritten signature in black ink, appearing to read "Bill Jelkin", is written over a light gray rectangular background.

Pupil Services

Enrollment of Children in Pre-Kindergarten (Pre-K) Programs 5100.7

- I. ~~Qualified children of pre-kindergarten age residing in the District, or who have at least one parent residing in the District, may apply for participation in the District's prekindergarten programs. Such requests shall be made in accordance with the following procedures.~~
 - A. ~~Applications Open: Parents may submit applications to the Office of Pupil Services after September 1 of the year preceding the school year in which the enrollment is to begin.~~
 - B. ~~Applications Deadline: The deadline for submission of applications for prekindergarten enrollment shall be February 15 of the preceding school year.~~
 - C. ~~Qualified children residing in the attendance area of the school building shall be given first choice into the program.~~
- II. ~~In the event that the applications for a pre-kindergarten program exceed capacity, a random drawing in the order outlined in Section II(A) below will determine which applications are approved.~~
 - A. ~~Order of Approval~~
 - 1. ~~Qualified children in the school attendance area will be given first choice.~~
 - 2. ~~Qualified siblings of children enrolled in the building or program.~~
 - 3. ~~Qualified children from elsewhere within the District.~~
 - 4. ~~Siblings of other District resident children enrolled in the building or program.~~
 - 5. ~~Other District resident children~~
 - B. ~~The District reserves the right to accept pre-kindergarten enrollment on an as available basis once the school year begins.~~
- III. ~~Limitations and Restrictions on Student Eligibility~~
 - A. ~~Qualified resident children who are accepted into a pre-kindergarten program will be assigned back to their home school for kindergarten. If parents of children wish to enroll in a building other than their assigned school they may apply via the District's K-12 Within District Transfer Policy.~~
 - B. ~~Other District resident children who are accepted into a pre-kindergarten program will be assigned back to their home school for kindergarten.~~
 - C. ~~Students who are accepted into a pre-kindergarten program may not transfer to another pre-kindergarten program during the current school year. Students may apply for a different Pre-kindergarten program for the subsequent year by following the enrollment steps outlined in section I above. Enrollment applications will be processed in accordance with section II(A) above.~~
- IV. ~~Transportation~~
 - A. ~~Transportation for children must be provided by the child's parents or legal guardian unless as otherwise required by law.~~
- V. ~~Exceptions~~
 - A. ~~The District recognizes the configuration of educational groupings unique to specific pre-kindergarten programs. Such unique configurations may result in the continued participation in said program until~~

~~such time as the next program grouping is encountered. The District reserves the right to make this determination annually based upon program capacity and other pertinent factors.~~

~~B. Nebraska Department of Education Rule 11 requires Title I funded programs to include children verified as having disabilities pursuant to 92 NAC 51 and to integrate children of diverse social and economic characteristics.~~

~~VI. Children who wish to attend a different pre-kindergarten program for the next school year may apply by following the enrollment steps outlined in section I above.~~

~~VII. Qualified Children and Program Qualifications~~

~~Nebraska Department of Education Rule 11 states that grant funds shall be targeted toward serving children whose family income qualifies them for participation in the federal free or reduced lunch program; children who reside in a home where a language other than spoken English is used as the primary means of communication; children whose parents are younger than eighteen or who have not completed high school; and children who were born prematurely or at a low birth weight as verified by a physician.~~

~~A. Early Intervention Program: Special Education services for eligible children birth to five years old based upon evaluation of the child's skills development. Program services are provided for infants (birth through age two) and for Early Childhood Special Education children ages three to five. Peer students may be admitted based upon federal and state guidelines. This program is only available to resident students, and students who have at least one parent residing in the District.~~

~~B. Early Start Preschool: Early Start eligible children who will be entering kindergarten in the fall of the following school year, then free, then reduced priced lunch qualified students. This program is only available to resident students, and students who have at least one parent residing in the District.~~

~~C. Title I/Parent Pay Preschool: Qualified Title I children living in low income households who will be entering kindergarten in the fall of the following school year. Remaining slots are available for parent pay children subject to NDE Rule 11 provisions. This program is only available to resident students, and students who have at least one parent residing in the District.~~

~~D. Montessori Preschool/Day Care: Open to three and four year olds that have reached that age on or before July 31 of that school year. Program follows Montessori curriculum and methodologies. Students may apply to enroll in another Montessori Pre-K program site for the subsequent year by following the enrollment steps outlined in Section I above. Enrollment applications will be processed in accordance with Section II(A) above.~~

~~E. English Language Learners: Children whose home language is other than English and who are identified as having limited English language proficiency and will be entering kindergarten in the fall of the following school year. The program is only available to resident students, and students who have at least one parent residing in the District.~~

~~Legal References: Neb. Rev. Stat. §§ 79-526 and 1104~~

~~Date of Adoption: December 7, 2009~~ ~~Millard Public Schools~~

~~Revised: December 6, 2010; December 19, 2011~~ ~~Omaha, Nebraska~~

Student Services

Enrollment of Children in Preschool Programs

5100.7

- I. Qualified children may apply for participation in the District's preschool programs. Qualified children meet the following criteria:
 - A. Resident Requirement: Children must reside in the District or have one parent residing in the District.
 - B. Age Requirement: The District shall not admit any child into preschool unless such child has reached the age of four (4) years or will reach such age on or before July 31 of the current school year. Children who have reached the age of five (5) years on or before July 31 of the current school year are not preschool eligible.
- II. Applications shall be made in accordance with the following application procedures:
 - A. Applications Open: Applications may be submitted to the Office of Educational Services after September 15 of the year preceding.
 - B. Applications Deadline: The deadline for applications is February 15 of the preceding school year.
- III. Applications for a preschool program will be approved and placements will be made in the following order:
 - A. Qualified children whose family income qualifies them for participation in the federal free or reduced lunch program; English learner; children who demonstrate an academic need; children whose parents are younger than eighteen; children who were born prematurely or at a low birth weight as verified by a physician; children enrolled in Head Start; children of homeless families; foster children; and children of migrant families.
 - B. Remaining slots are available for parent pay children subject to NDE Rule 11 and placement will be made in the following order.
 - i. Qualified children in the school attendance area.
 - ii. Qualified siblings of children enrolled in the building or program.
 - iii. Qualified children from elsewhere in the District.
 - C. In the event that the applications for a preschool program exceed capacity, then a random drawing in the order outlined in Section III(A) above will determine which applications are approved.
 - D. The District reserves the right to accept preschool enrollment on an as available basis once the school year begins.

IV. Limitations and Restrictions on Student Eligibility

- A. Qualified resident children who are accepted into a preschool program will be assigned back to their home school for kindergarten. If parents wish to enroll their child in a building other than the assigned school, they may apply via the District's K-12 Within-District Transfer Policy.
- B. Students who are accepted into a preschool program may transfer to another preschool program during the current school year only if an opening is available and there is not a wait list. Students may apply for a different preschool program for the subsequent year by following the application steps outlined in Section II above. Applications will be processed in accordance with Section III(A) above.
- C. Students who move out of the district do not meet eligibility requirements and are no longer qualified to participate in the District's preschool programs. Such students will be disenrolled from the program.

V. Transportation

- A. Transportation for children must be provided by the child's parents or legal guardian unless as otherwise required by law.

VI. Exceptions

- A. The District recognizes the configuration of educational groupings unique to specific preschool programs. Such unique configurations may result in the continued participation in said program until such time as the next program grouping is encountered. The District reserves the right to make this determination annually based upon program capacity and other pertinent factors.
- B. Nebraska Department of Education Rule 11 requires Title I funded programs to include children verified as having disabilities pursuant to 92 NAC 51 and to maximize the participation of economically and categorically diverse groups of children.

VII. Program Qualifications

- A. All Early Childhood Programs shall comply with Nebraska Department of Education Rule 11.
- B. Nebraska Department of Education Rule 11 states that grant funds shall be targeted toward serving children regardless of their abilities, disabilities, or the social, linguistic, or economic diversity of the children's families.
- C. Early Childhood Special Education services are provided for eligible children birth to age five based upon evaluation of the child's development. This program is only

available to resident children, and children who have at least one parent residing in the District.

- D. Montessori Preschool: Open to three and four year olds that have reached that age on or before July 31 of that school year. This program follows the Montessori curriculum and methodologies. Parents may apply to enroll their child in another Montessori Preschool program site for the subsequent year by following the application steps outlined in Section II above. Applications will be processed in accordance with Section III(A) above.

Legal References: Neb. Rev. Stat. §§ 79-526 and 1104, NDE Rule 11

Date of Adoption: December 7, 2009

Revised: December 6, 2010; December 19, 2011; June 3, 2019

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

Agenda Item: Reaffirm Policy 6040: Curriculum, Instruction, and Assessment- Ceremonies and Observances

Meeting Date: June 3, 2019

**Background/
Description:** This policy is being reviewed based on the 7 year cycle.

Action Desired: Reaffirm Policy 6040: Curriculum, Instruction, and Assessment- Ceremonies and Observances

Policy / Strategic Plan

Reference: N/A

Responsible Person: Dr. Heather Phipps, Mr. Andy DeFreece, Dr. Tony Weers

Superintendent's Signature:

A handwritten signature in black ink, appearing to read "Jim Sutfin", is written on a light gray rectangular background.

Curriculum, Instruction, and Assessment**Ceremonies and Observances****6040**

The flags of the United States of America and the State of Nebraska shall be prominently displayed on the school grounds of every school on each day that such school is in session. All flag displays shall be in accordance with the standards prescribed for the display of the flag of the United States of America.

Legal Reference: Neb. Rev. Stat. § 79-707, 79-708, 4 U.S.C. § 6

Policy Adopted: June 16, 1975

Revised: March 16, 1998; March 6, 2006

Reaffirmed: October 1, 2012; [June 3, 2019](#)

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

Agenda Item: Reaffirm Rule 6040.1: Curriculum, Instruction, and Assessment- Ceremonies and Observances- Flag Salute and Treatment

Meeting Date: June 3, 2019

**Background/
Description:** This Rule is being reviewed based on the 7 year cycle.

Action Desired: Reaffirm Rule 6040.1: Curriculum, Instruction, and Assessment- Ceremonies and Observances- Flag Salute and Treatment

Policy / Strategic Plan

Reference: N/A

Responsible Person: Dr. Heather Phipps, Mr. Andy DeFreece, Dr. Tony Weers

Superintendent's Signature:

A handwritten signature in cursive script, appearing to read "Jim Sauter", is written in black ink on a light-colored background.

Curriculum, Instruction, and Assessment**Ceremonies and Observances – Flag Salute and Treatment****6040.1**

The Superintendent or Superintendent's designee at each building in the District shall be responsible for the care and display of the Flag and shall adhere to rules and customs pertaining to the use and display as set forth in the United States Code.

Legal Reference: Neb. Rev. Stat. § 79-707, 79-708, 4 U.S.C. § 6 *et seq.*

Related Policies & Rules: 6040

Rule Approved: June 16, 1975

Revised: March 16, 1998; April 19, 1999; March 6, 2006

October 1, 2012

[Reaffirmed: June 3, 2019](#)

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

Agenda Item: Reaffirm Rule 6040.2: Curriculum, Instruction, and Assessment- Ceremonies and Observances- Pledge of Allegiance

Meeting Date: June 3, 2019

**Background/
Description:** This Rule is being reviewed based on the 7 year cycle.

Action Desired: Reaffirm Rule 6040.2: Curriculum, Instruction, and Assessment- Ceremonies and Observances- Pledge of Allegiance

Policy / Strategic Plan

Reference: N/A

Responsible Person: Dr. Heather Phipps, Mr. Andy DeFreece, Dr. Tony Weers

Superintendent's Signature:

A handwritten signature in black ink, appearing to read "Jim Sautter", is written on a light gray rectangular background.

Curriculum, Instruction, and Assessment**Ceremonies and Observances – Pledge of Allegiance****6040.2**

Each of the District's schools shall establish a period of time during the school day, when a majority of the students are scheduled to be present, during which time students will be led in the recitation of the Pledge of Allegiance in the presence of the flag of the United States of America. Student participation in the recitation of the Pledge of Allegiance shall be voluntary. Students not participating in the recitation of the Pledge of Allegiance shall be permitted to silently stand or remain seated but shall be required to respect the rights of those students electing to participate.

Legal Reference: Title 92, Nebraska Administrative Code, Chapter 10-003.12

Related Policies & Rules: 6040, 6040.1

Rule Approved: October 1, 2012

[Rule Reaffirmed: June 3, 2019](#)

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

Agenda Item: Approval Rule 6315.1: Curriculum, Instruction, and Assessment- Millard Education Program- Use of Assessment Data

Meeting Date: June 3, 2019

**Background/
Description:** This policy is being revised based on updates to the assessment system.

Action Desired: Approval Rule 6315.1: Curriculum, Instruction, and Assessment- Millard Education Program- Use of Assessment Data

Policy / Strategic Plan

Reference: N/A

Responsible Person: Dr. Heather Phipps, Dr. Darin Kelberlau, Mr. Andy DeFreece, Dr. Tony Weers

Superintendent's Signature:



Curriculum, Instruction, and Assessment
Millard Education Program – Use of Assessment Data

6315.1

The assessment system shall take its overall direction from the District strategic plan and from state and federal requirements. The assessment system shall be aligned with the written curriculum and shall measure student progress within the primary, intermediate, middle and high school grade levels and their level of College and Career Readiness. The system shall provide opportunities for support and appropriate interventions to occur if the student does not demonstrate proficiency.

The assessment system will include Millard Essential Learner Outcome Assessments of College and Career Readiness (ELOACCR) which are designed to measure student progress and the Millard Education Plan outcomes as well as alternate assessments designed to comply with state and federal legislation (NE Dept. of Education).

As curriculum revisions occur, the assessment system shall reflect those changes and modifications to assessments and shall be approved by the Millard Board of Education. The curriculum content areas, grade levels when administered, and the types of assessments shall be as follows:

Level: Primary Grades (K-2)

Outcome	When Administered	Type of Assessment
Reading Comprehension	K, 1 st , 2 nd Grade	ELOACCR
Mathematics	K, 1 st , 2 nd Grade	ELOACCR

Level: Intermediate Grades (3-5)

Outcome	When Administered	Type of Assessment
English/Language Arts	3 rd , 4 th , and 5 th Grade	NE Dept. of Education & ELOACCR
Writing	3rd and 5th Grade 3 rd , 4 th , and 5 th Grade	ELOACCR
Mathematics	3 rd , 4 th , and 5 th Grade	NE Dept. of Education & ELOACCR
Science	5 th Grade	NE Dept. of Education

Level: Middle School Grades (6-8)

Outcome	When Administered	Type of Assessment
English/Language Arts	6 th , 7 th , and 8 th Grade	NE Dept. of Education & ELOACCR
Writing	6th and 7th Grade 6 th , 7 th , and 8 th Grade	ELOACCR
Mathematics	6 th , 7 th , and 8 th Grade	NE Dept. of Education & ELOACCR
Science	8 th Grade	NE Dept. of Education

Level: High School Grades

Outcome	When Administered	Type of Assessment
English / Language Arts	11 th Grade	NE Dept. of Education
Writing	10th Grade & 11th Grade 9 th , 10 th , and 11 th Grade	ELOACCR & NE Dept. of Education
Mathematics	11 th Grade	MPS ACT [®] Assessment and NE Dept. of Education
Reading	11 th Grade	MPS ACT [®] Assessment
Science	11 th Grade	NE Dept. of Education

I. Implementation of Assessment System

In accordance with Policy 6301 and Rule 6301.1, the District shall use all reasonable efforts to provide adequate measurement by:

- A. Establishing or confirming the reliability and validity of each recommended assessment;
- B. Ensuring that the alignment of the assessment contents is consistent with the District's curriculum;
- C. Ensuring that the students of the District are provided with the opportunity to learn the material which is the subject of each assessment;
- D. Ensuring the establishment of adequate and necessary interventions; and
- E. Ensuring or confirming a proper College and Career Ready metric for each assessment is established through acceptable and reliable methods.

The Millard Essential Learner Outcome Assessments of College and Career Readiness (ELOACCR) are the standard for assessments in the Assessment System. The intent of the assessment system is to ensure that the achievement levels established by the Millard Essential Learner Outcome Assessments of College and Career Readiness (ELOACCR) have been met. A student may demonstrate successfully meeting the achievement levels established by ELOACCR when a student is able to meet any of the benchmarks set forth below. When a student successfully meets the required achievement levels as set forth below, the student will no longer be required to complete other assessments in the system.

If a student does not meet benchmarks on the District Essential Learner Outcome assessments, additional opportunities are available to demonstrate student proficiency.

If a student does not meet benchmarks on the District Essential Learner Outcome assessments and the student is verified with a disability or has a 504 Accommodation Plan, then the IEP or 504 Team will reconvene to review the education plan and may consider lowering the College and Career Readiness metric requirement as part of the IEP or 504 Accommodation Plan.

II. Description of the Standard Setting Processes for National, State, and Local Assessments

- A. Essential Learner Outcomes of College and Career Readiness: Psychometrically accepted, standard methods shall be used for setting the cutscores on the assessments. All locally-developed assessments shall be re-examined and recalibrated as needed to ensure curriculum alignment as well as appropriateness of the College and Career Ready metric.
- B. ACT® Assessment: District locally defined College and Career Ready metric will be based on the most current ACT® College and Career Readiness Benchmarks that denote having attained or nearly attained status as established for the corresponding year in which the assessment was taken.
- C. Pre-ACT® ~~or ACT®-10th Grade Aspire Assessment~~: District locally defined College and Career Ready metric will be based on the most current ACT® College and Career Readiness Benchmarks that denote having attained or nearly attained status as established for the corresponding year in which the assessment was taken. Pre-ACT ~~and ACT Aspire~~ benchmark scores are parallel to the MPS College & Career Readiness Benchmarks.
- D. Nebraska State Accountability Tests: District locally defined College and Career Ready metric will be based on ACT score ranges associated with On Track and ACT Benchmark as defined by the state for the year in which the assessment was taken.

- E. District Course Assessments: Locally developed District assessments designed by Educational Services in conjunction with the Department of Assessment, Research, and Evaluation. Approved course assessments serve as a means by which students may demonstrate proficiency.
- F. Measures of Academic Progress (MAP) by NWEA, grades [2-8](#) [K-9](#) and select high school courses, is a computer adaptive assessment developed and maintained using research-based psychometric practices. MAP is used for benchmarking and progress monitoring for Essential Learner Outcomes of College and Career Readiness.

III. Effect of Student Performance

- A. When a student has successfully met the Essential Learner Outcomes of College and Career Readiness metric for each outcome:
 1. A notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s) in writing.
 2. Students who meet the College and Career Readiness metric for the high school Essential Learner Outcomes of College and Career Readiness assessments have met an essential criterion for graduating from the Millard Public Schools. Upon successful completion of the required number of credits and Personal Learning Plan as defined by Policy 6320 and Rule 6320.1, students shall be eligible for a graduation diploma from the Millard Public Schools.
- B. If a student has not met the College and Career Readiness metric for a given Essential Learner Outcome of College and Career Readiness, the following shall occur:
 1. The school/district will initiate a consistent and collaborative problem solving and intervention model called Multi-tiered Systems of Support (MTSS). Records of problem solving and intervention strategies are required.
 2. Utilizing the MTSS problem solving process, school representatives will offer the student learning activities that address recognized Essential Learner Outcomes of College and Career Readiness deficiencies. Learning activities may include, but are not limited to, the following:
 - a. Differentiated/complementary instruction during regular classes (i.e., peer tutoring, needs groups, individualized instruction);
 - b. Before or after school tutorials;
 - c. Study hall tutorials;
 - d. Change of interdisciplinary teams or level of instruction;
 - e. Repeat of specific course(s) of study;
 - f. Assignment to and attendance at specific class(es) designed to address deficiencies;
 - g. Attendance at summer school; and/or
 - h. Use of specific District identified interventions designed to support student achievement.
 3. If the student is verified with a disability the IEP Team may reconvene to review the problem solving and intervention strategies and to ensure that the IEP is written to assist the student in areas of weakness and that appropriate accommodations are in place.
 4. If the student has a 504 Accommodation Plan, the 504 Team may reconvene to review the problem solving and intervention strategies and to ensure that needed accommodations are in place in areas of weakness.
 5. If the student is identified as an English Language Learner (ELL), a school team responsible for planning the student's academic program may reconvene to review the problem solving and

intervention strategies and to ensure that needed accommodations are in place in areas of weakness.

C. Procedures for high school students

1. If a student has not met the College and Career Readiness metric for a given Essential Learner Outcomes of College and Career Readiness as measured by the ACT[®] Assessment, the following shall occur:
 - a. The problem solving and intervention strategies will be reviewed by a qualified team and, if necessary, redesigned. Students shall be referred to Building Problem Solving Team for identification of needs if not previously referred.
 - b. The building will review the student's results of the Nebraska State Accountability Test. If the student has successfully met the Essential Learner Outcomes of College and Career Readiness metric measured by Nebraska State Accountability Test for each outcome, then
 - (i) A notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s) in writing.
 - (ii) Students who meet the College and Career Readiness metric for the high school Essential Learner Outcomes of College and Career Readiness assessments have met an essential criterion for graduating from the Millard Public Schools. Upon successful completion of the required number of credits and Personal Learning Plan as defined by Policy 6320 and Rule 6320.1, the students shall be eligible for a graduation diploma from the Millard Public Schools.
 - c. Students may submit additional ACT[®] results for consideration in meeting the College and Career Ready metrics from testing occasions for which they have independently registered.
2. If after review of the student's results of the Nebraska State Accountability-Test a student has not met the College and Career Readiness metric for a given Essential Learner Outcomes of College and Career Readiness, the following shall occur:
 - a. The problem solving and intervention strategies will be reviewed by a qualified team and, if necessary, redesigned. Students shall be referred to Building Problem Solving Team for identification of needs if not previously referred.
 - b. The building will review the student's results of Pre-ACT[®] ~~or ACT[®] Plan or ACT[®] 10th Grade~~ Aspire Assessment. If the student has successfully met the Essential Learner Outcomes of College and Career Readiness metric measured by Pre-ACT[®] ~~or ACT[®] Plan or ACT[®] 10th Grade Aspire~~ Assessment for each outcome, then
 - (i) A notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s) in writing.
 - (ii) Students who meet the College and Career Readiness metric for the high school Essential Learner Outcomes of College and Career Readiness assessments have met an essential criterion for graduating from the Millard Public Schools. Upon successful completion of the required number of credits and Personal Learning Plan as defined by Policy 6320 and Rule 6320.1, the students shall be eligible for a graduation diploma from the Millard Public Schools.

3. If after review of the student's results of the student's results of Pre-ACT[®] ~~or ACT[®] Plan or ACT[®] 10th Grade Aspire~~ Assessment a student has not met the College and Career Readiness metric for the Essential Learner Outcomes of College and Career Readiness, the following shall occur:
 - a. The problem solving and intervention strategies will be reviewed by a qualified team and, if necessary, redesigned. Students shall be referred to Building Problem Solving Team for identification of needs if not previously referred.
 - b. The building will review and administer locally-developed Essential Learner Outcome assessments. If the student has successfully met the Essential Learner Outcomes of College and Career Readiness metric measured by locally-developed ELO assessments for each outcome, then
 - (i) A notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s) in writing.
 - (ii) Students who meet the College and Career Readiness metric for the high school Essential Learner Outcomes of College and Career Readiness assessments have met an essential criterion for graduating from the Millard Public Schools. Upon successful completion of the required number of credits and Personal Learning Plan as defined by Policy 6320 and Rule 6320.1, the students shall be eligible for a graduation diploma from the Millard Public Schools.
 - (ii) The student shall be retested using the appropriate Essential Learner Outcomes of College and Career Readiness assessment. Students shall be given the opportunity to be retested multiple times until the requisite College and Career Readiness metric is achieved. Students shall be given notice of the opportunities for retesting.
4. The student will be considered ineligible for a diploma from the Millard Public Schools until such time that the requisite College and Career Readiness metrics are achieved for high school Essential Learner Outcomes of College and Career Readiness assessments.
5. If the student is verified with a disability or has a 504 Accommodation Plan, then the IEP or 504 Team will reconvene to review the education plan and may consider lowering the College and Career Readiness metric requirement as part of the IEP or 504 Accommodation Plan. The student's parent(s) and/or guardian(s) shall be notified and shall also be advised of the effect of lowering the College and Career Readiness metric.
 - a. Applications for approval of lowered College and Career Readiness metric requirements may be submitted by the student's IEP or 504 Team to the Associate Superintendent of Educational Services for consideration and where appropriate, approval. The Associate Superintendent of Educational Services or designee shall decide and respond to all such requests.
 - b. If the lowered College and Career Readiness metric is approved, the student shall then be eligible to receive a graduation diploma with appropriate notation from the Millard Public Schools as provided in Rule 6320.1.

D. Demonstration of Proficiency

Additional opportunities are available to demonstrate student proficiency.

After review of ACT[®] Assessment, Nebraska State Accountability Tests, or Pre-ACT[®] ~~or ACT[®] Plan or ACT[®] 10th Grade Aspire~~ Assessment and one or more attempts on Essential Learner Outcome of College and Career Readiness locally-developed assessments without achieving the College —and

Career Readiness metric, students, under building supervision, shall participate in a process, as provided in the District's Assessment Procedures, to demonstrate an appropriate level of proficiency in reading, writing, math, or science (science for class of 2017 or prior). A student who successfully meets the standards and requirements of a Demonstration of Proficiency shall have met one of the essential criteria for graduating from the Millard Public Schools. Mechanisms by which students may demonstrate proficiency include:

1. Performance portfolios comprised of District developed course assessment scores for reading, writing, and math.
2. Approved Advanced Placement course grades of a "C" or higher or an approved AP exam score of a 2 or higher for an AP English course as evidence of Reading and Writing competency, or grades of a "C" or higher or an AP exam score of a 2 or higher for an AP mathematics exam. All AP courses and exams used for this purpose shall have been provided by and/or taken while enrolled in an accredited institution.
3. Approved dual enrollment course grades as evidence of Reading, Writing, or Mathematics competencies e.g. the Metropolitan Community College (MCC) Developmental Math Course.
4. Measures of Academic Progress (MAP) RIT score in high school Reading or Mathematics comparable to near College and Career Ready ACT score.

IV. District Procedures for Opting Out of Recommended Reteaching

- A. Should a student participating in the Assessment Program not meet the requisite College and Career Readiness metric and be recommended for one of the problem solving and intervention strategies listed above, including placement in a specific required course, the student's parent(s)/guardian(s) shall have the right to refuse placement of their student within the recommended strategy and either:
 1. Request an alternative teaching strategy; or
 2. Refuse such placement at all.
- B. Such requests for an alternative teaching strategy shall be submitted in writing to the appropriate building principal. The building principal or designee shall respond within thirty (30) calendar days.

V. District Procedures for New Students

- A. At the high school level, incoming students who enroll after district administration of Pre-ACT[®] or ACT[®] Assessment ~~and/or ACT[®] Plan or ACT[®] 10th Grade Aspire Assessment~~ may provide verified results of these assessments from prior administration. If verified results are not provided, students will take all high school locally-developed assessments designated per Essential Learner Outcome of College and Career Readiness.

VI. District Procedures for Students with Disabilities and ELL Students

Pursuant to the Assessment Accommodations section of the District's Assessment Procedures Manual, all students are to participate in the District's regular assessments and the only students to be excluded are those with a disability or language proficiency which has excluded the student from the norm sample of the standardized assessment, and/or those students who have not participated in the area and/or level of the curriculum that the assessment measures. Even for such students, they are not totally exempt and they must take an alternate assessment.

A. Procedures for Students with Disabilities

The preceding assessments may not be appropriate for some students with disabilities whose individualized education programs prescribe a different course of instruction and/or different requirements for graduation. The participation of students with disabilities, the provision of accommodations, and the provision of alternate assessments will be in accordance with the District's Assessment Procedures, which include the process for identifying appropriate assessment accommodations and alternate assessments.

B. Procedure for ELL Students

Students must meet all graduation requirements in the English language to earn a Millard Public Schools diploma. ELL students who have not demonstrated adequate English language proficiencies may postpone testing according to district procedures.

VII. Student's Right to Appeal

A. Students who have not achieved the necessary high school College and Career Readiness metrics as approved by the Millard Board of Education may appeal the denial of a diploma.

B. A student may appeal the denial of a diploma only on the grounds that the student's failure to achieve the required cutscore is due to:

1. The failure of the District to provide a reasonable accommodation that was previously requested by the student and denied by the District.
2. The failure of the District to provide an alternate assessment or approve a demonstration of proficiency, which had been previously requested by the student and denied by the District.

VIII. Procedures for Appeal

A. Within seven (7) days after the receipt of the notice that the student failed to achieve the cutscore required for graduation from the Millard Public Schools, a written notice of appeal shall be served upon the Superintendent of the Millard Public Schools or his/her designee. Such appeal shall set forth all of the reasons for the appeal as provided herein and shall set forth the relief sought by the student, parent(s) or guardian(s). Such notice of appeal may also include any additional information, which is relevant to the appeal.

B. Within seven (7) days after the receipt of the written notice of appeal and any supporting information relevant to the appeal, the Superintendent or designee shall consider and render a decision on the appeal based on whether the decision of the District was unreasonable. Such decision shall then be forwarded to the student's parent(s) and/or guardian(s) advising the student's parent(s) and/or guardian(s) of the basis for the Superintendent's decision and the reasons therefore.

C. Within seven (7) days after the receipt of the written notification from the Superintendent or the Superintendent's designee, a written request may be made by the student, parent(s), or guardian(s) to the secretary of the Millard Board of Education or the Superintendent, or designee for a hearing before the Millard Board of Education, or a committee of the Board consisting of not less than two (2) members or more than three (3) members to be held on the issue whether the decision of the Superintendent or designee was unreasonable.

D. Such hearing shall be held before the Millard Board of Education or committee within thirty (30) days of the date the request for hearing was received. If a hearing request is not received in a timely manner, the decision of the Superintendent or the Superintendent's designee shall be final.

- E. The student, parent(s) and/or guardian(s) shall be advised at least seven (7) days prior to the date of the hearing before the Board and such notification shall set forth the date, time, and place for the hearing before the Millard Board of Education or committee.
- F. The parties may, by mutual written agreement, extend the time for hearing or final determination.
- G. The student, parent(s), and/or guardian(s) shall have the right to be represented by legal counsel and shall have the opportunity to present such evidence that is material to the issue or issues stated in the appeal.
- H. The hearing shall be conducted in closed session and in accordance with the student privacy laws unless the student, parent(s), and/or guardian(s) shall request, in writing, that the hearing be held in open session. Any formal action of the Millard Board of Education or committee shall be taken in closed session unless such proceeding was requested by the student, parent(s), or guardian(s) to be held in open session.
- I. The decision of the Millard Board of Education or committee shall be by vote of a majority of the members of the Millard Board of Education and the Millard Board of Education or committee shall reduce its findings and decision to writing and provide the written findings and decision to the student, parent(s), and/or guardian(s) within ten (10) days of the hearing. When conducting such proceedings, the Millard Board of Education or committee shall be exercising a judicial function and deciding a dispute of adjudicative facts.

IX. Annual Review

This Rule shall be reviewed annually by the Educational Services Division and the Department of Assessment, Research, and Evaluation and brought to the Board of Education when changes are necessary.

Related Policies & Rules: 6301, 6301.1, 6315, 6320, 6320.1, 6320.2, 6320.3

Rule Adopted: December 21, 1998

Rule Revised: February 7, 2000; February 4, 2002; March 3, 2003;

June 21, 2004; June 6, 2005; January 16, 2006; June 4, 2007; June 16, 2008;

June 15, 2009; June 7, 2010; May 16, 2011; July 2, 2012; July 1, 2013;

October 21, 2013; July 7, 2014; August 3, 2015; July 11, 2016; November 6, 2017; May 7, 2018; August 20, 2018;

[June 3, 2019](#)

Millard Public Schools
Omaha, Nebraska

AGENDA SUMMARY SHEET

Agenda Item: Approval Rule 6320.1: Curriculum, Instruction, and Assessment- Students: Requirements for Senior High School Graduation

Meeting Date: June 3, 2019

Background/Description: This policy is being revised based on updates to the assessment system.

Action Desired: Approval Rule 6320.1: Curriculum, Instruction, and Assessment- Students: Requirements for Senior High School Graduation

Policy / Strategic Plan

Reference: N/A

Responsible Person: Dr. Heather Phipps, Dr. Darin Kelberlau, Mr. Andy DeFreece, Dr. Tony Weers

Superintendent's Signature:

Curriculum, Instruction, and Assessment

Students: Requirements for Senior High School Graduation

6320.1

Students differ widely in interests, abilities and expectations. For this reason, the following are stated as minimums to allow flexibility in the planning of individual student programs. However, on the assumption that some elements should be shared in common by educated persons, these basic uniform requirements are established for graduation from the Millard Public Schools. In addition to specified credit requirements students must successfully meet District Assessment requirements and complete a Personal Learning Plan according to District requirements.

- I. Credits: A minimum of **230 credits** is required for graduation. Each student's program shall include, but not be limited to, the programs and courses listed below and may be amended, revised, or deleted by the Board of Education as approved and published in the Millard Public Schools High School Curriculum Handbook and Registration Guide.

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

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

English Selected Courses

AP English Language & Composition	IB English HL II
AP English Literature	Literacy for Life I
Contemporary Literature	Literacy for Life II
Creative Writing	Literature and Film
Global Perspectives through Literature	Research Methods
	21 st Century Media Literacy

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Social Studies	30		
		World Geography - 9 th	5
		World History - 10 th	10
		United States History - 11 th or 12 th	10
		United States Government & Economics - 11 th or 12 th	5

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

Social Studies Elective Courses

Human Diversity (Ethnic Studies)	AP Comparative Government & Politics
International Relations (World Affairs)	AP European History
Introduction to Behavioral Science	AP Human Geography
Law Studies	AP Psychology
Psychology	AP United States Government & Politics
Sociology	AP United States History

World History
World Religions

AP World History
IB 20th Century World History Topics
IB History of America
IB Psychology SL

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Mathematics	30	Algebra I or Algebra 1: Foundations I or appropriate course from the math sequence A course numbered 220 or higher One additional math course	10 10 10
<i>Computer Science courses may not be applied toward math credit.</i>			

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Science	30	Biology - 9 th Chemistry OR Physical Science: Chemistry - 10 th or 11 th Physics OR Physical Science: Physics - 10 th or 11 th Choice of Science Electives - dependent upon choice of 5 or 10 credit Chemistry and Physics courses	10 10 OR 5 10 OR 5 0-10
<i>Curriculum Handbook describes science courses and recommended/optional course sequences.</i>			

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Physical Education	15	Choice of grade appropriate course	15
<i>Curriculum Handbook describes PE courses and recommends grade appropriate levels.</i>			

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

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
----------------	---	--------------------------------	----------------

	<u>CREDITS</u>	Classes of 2017-2019	
Technology Education	5	Choice of Technology Selected Courses	5

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

Technology Selected Courses

Computer Science Principles
 Computer Technology Applications (Prior to 2015-2016)
 Digital Design
 Information Technology Applications
 Introduction to Engineering Design I
 Introduction to Computer Science (Prior to 2015-2016)
 Introduction to Graphics Communications (Prior to 2015-2016)

Beginning with the Class of 2020, a technology course will no longer be a requirement for graduation but will be available for elective credit options.

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

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

Fine & Performing Arts Selected Courses

Any art course
 Any music course
 Drama I
 Theatre Appreciation

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

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

Financial Literacy Selected Courses

Personal Finance
 Wealth Building & Personal Finance (Entrepreneurship Academy)

<u>PROGRAM</u>	TOTAL <u>COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Human Resources	5	Choice of Human Resources Course	5

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

Human Resources Selected Courses

Sociology	Human Diversity
Psychology	International Relations
Adult Living	Introduction to Behavioral Sciences
Child Development	IB Psychology
	IB Theory of Knowledge I

<u>PROGRAM</u>	<u>TOTAL COURSE/SUBJECT CREDITS</u>	<u>COURSE OR SUBJECT AREAS</u>	<u>CREDITS</u>
Electives	60	Classes of 2017-2019 A total of 60 additional credits	60
	65	Classes of 2020 and Beyond A total of 65 additional credits	65

- A. A grade of four (4) or better must be maintained in any course used to fulfill graduation requirements.
- B. Electives courses are offered in the subject areas previously listed and in business education, world language, family & consumer sciences, industrial technology, art, drama, debate, journalism and music.
- C. In order to provide flexibility in such situations as transfers and special needs, waivers may be submitted by staff and approved by the principal.
- D. A student must complete credits as described herein in order to graduate and receive a diploma from the Millard Public Schools.
- E. A student must complete a Personal Learning Plan, meeting district requirements.
- II. Assessments: In addition to 230 credits required for graduation, students must also successfully meet the College and Career Readiness metric for the high school Essential Learner Outcomes of College and Career Readiness assessments.
- III. Effect of Student Performance
- A. When a student has successfully met the Essential Learner Outcomes of College and Career Readiness metric for each outcome:
1. A notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s) in writing.
 2. Students who meet the College and Career Readiness metric for the high school Essential Learner Outcomes of College and Career Readiness assessments have met an essential criterion for graduating from the Millard Public Schools. Upon successful completion of the required number of credits and Personal Learning Plan as defined by Policy 6320 and Rule 6320.1, students shall be eligible for a graduation diploma from the Millard Public Schools.
- B. If a student has not met the College and Career Readiness metric for a given Essential Learner Outcome of College and Career Readiness, the following shall occur:
1. The school/district will initiate a consistent and collaborative problem solving and intervention model called Multi-tiered Systems of Support (MTSS). Records of problem solving and intervention strategies are required.
 2. Utilizing the MTSS problem solving process, school representatives will offer the student learning activities that address recognized Essential Learner Outcomes of College and Career Readiness deficiencies. Learning activities may include, but are not limited to, the following:
 - a. Differentiated/complementary instruction during regular classes (i.e., peer tutoring, needs groups, individualized instruction);

- b. Before or after school tutorials;
 - c. Study hall tutorials;
 - d. Change of interdisciplinary teams or level of instruction;
 - e. Repeat of specific course(s) of study;
 - f. Assignment to and attendance at specific class(es) designed to address deficiencies;
 - g. Attendance at summer school; and/or
 - h. Use of specific District identified interventions designed to support student achievement.
3. If the student is verified with a disability the IEP Team may reconvene to review the problem solving and intervention strategies and to ensure that the IEP is written to assist the student in areas of weakness and that appropriate accommodations are in place.
 4. If the student has a 504 Accommodation Plan, the 504 Team may reconvene to review the problem solving and intervention strategies and to ensure that needed accommodations are in place in areas of weakness.
 5. If the student is identified as an English Language Learner (ELL), a school team responsible for planning the student's academic program may reconvene to review the problem solving and intervention strategies and to ensure that needed accommodations are in place in areas of weakness.

C. Procedures for high school students

1. If a student has not met the College and Career Readiness metric for a given Essential Learner Outcomes of College and Career Readiness as measured by the ACT[®] Assessment, the following shall occur:
 - a. The problem solving and intervention strategies will be reviewed by a qualified team and, if necessary, redesigned. Students shall be referred to Building Problem Solving Team for identification of needs if not previously referred.
 - b. The building will review the student's results of Pre-ACT[®] ~~or ACT[®] Plan or ACT[®] 10th Grade Aspire~~ Assessment. If the student has successfully met the Essential Learner Outcomes of College and Career Readiness metric measured by Pre-ACT[®] ~~or ACT[®] Plan or ACT[®] 10th Grade Aspire~~ Assessment for each outcome, then
 - (i) A notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s) in writing.
 - (ii) Students who meet the College and Career Readiness metric for the high school Essential Learner Outcomes of College and Career Readiness assessments have met an essential criterion for graduating from the Millard Public Schools. Upon successful completion of the required number of credits and Personal Learning Plan as defined by Policy 6320 and Rule 6320.1, the students shall be eligible for a graduation diploma from the Millard Public Schools.
 - c. Students may submit additional ACT[®] results for consideration in meeting the College and Career Ready metrics from testing occasions for which they have independently registered.
2. If after review of the student's results of Pre-ACT[®] ~~or ACT[®] Plan or ACT[®] 10th Grade Aspire~~ Assessment a student has not met the college and Career Readiness metric for a given Essential Learner Outcomes of College and Career Readiness, the following shall occur:
 - a. The problem solving and intervention strategies will be reviewed by a qualified team and, if necessary, redesigned. Students shall be referred to Building Problem Solving Team for identification of needs if not previously referred.

- b. The building will review the student's results of Nebraska State Accountability Tests. If the student has successfully met the Essential Learner Outcomes of College and Career Readiness metric measured by Nebraska State Accountability Tests for each outcome, then
 - (i) A notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s) in writing.
 - (ii) Students who meet the College and Career Readiness metric for the high school Essential Learner Outcomes of College and Career Readiness assessments have met an essential criterion for graduating from the Millard Public Schools. Upon successful completion of the required number of credits and Personal Learning Plan as defined by Policy 6320 and Rule 6320.1, the students shall be eligible for a graduation diploma from the Millard Public Schools.
3. If after review of the student's results of Nebraska State Accountability Tests a student has not met the College and Career Readiness metric for the Essential Learner Outcomes of College and Career Readiness, the following shall occur:
 - a. The problem solving and intervention strategies will be reviewed by a qualified team and, if necessary, redesigned. Students shall be referred to Building Problem Solving Team for identification of needs if not previously referred.
 - b. The building will review and administer locally-developed Essential Learner Outcome assessments. If the student has successfully met the Essential Learner Outcomes of College and Career Readiness metric measured by locally-developed ELO assessments for each outcome, then
 - (i) A notation shall be made in the student's cumulative record. Such information will be communicated to parent(s)/guardian(s) in writing.
 - (ii) Students who meet the College and Career Readiness metric for the high school Essential Learner Outcomes of College and Career Readiness assessments have met an essential criterion for graduating from the Millard Public Schools. Upon successful completion of the required number of credits and Personal Learning Plan as defined by Policy 6320 and Rule 6320.1, the students shall be eligible for a graduation diploma from the Millard Public Schools.
 - (iii) The student shall be retested using the appropriate Essential Learner Outcomes of College and Career Readiness assessment. Students shall be given the opportunity to be retested multiple times until the requisite College and Career Readiness metric is achieved. Students shall be given notice of the opportunities for retesting.
4. The student will be considered ineligible for a diploma from the Millard Public Schools until such time that the requisite College and Career Readiness metrics are achieved for high school Essential Learner Outcomes of College and Career Readiness assessments.
5. If the student is verified with a disability or has a 504 Accommodation Plan, then the IEP or 504 Team will reconvene to review the education plan and may consider lowering the College and Career Readiness metric requirement as part of the IEP or 504 Accommodation Plan. The student's parent(s) and/or guardian(s) shall be notified and shall also be advised of the effect of lowering the College and Career Readiness metric.
 - a. Applications for approval of lowered College and Career Readiness metric requirements may be submitted by the student's IEP or 504 Team to the Associate Superintendent of Educational Services for consideration and where appropriate, approval. The Associate Superintendent of Educational Services or designee shall decide and respond to all such requests.

- b. If the lowered College and Career Readiness metric is approved, the student shall then be eligible to receive a graduation diploma with appropriate notation from the Millard Public Schools as provided in Rule 6320.1.

D. Demonstration of Proficiency

Additional opportunities are available to demonstrate student proficiency.

After review of ACT® Assessment, Pre-ACT® ~~or ACT®-Plan or ACT®-10th-Grade Aspire~~ Assessment, Nebraska State Accountability Tests, and one or more attempts on Essential Learner Outcome of College and Career Readiness locally-developed assessments without achieving the College and Career Readiness metric, students, under building supervision, shall participate in a process, as provided in the District's Assessment Procedures, to demonstrate an appropriate level of proficiency in reading, writing, or math, ~~or science~~. A student who successfully meets the standards and requirements of a Demonstration of Proficiency shall have met one of the essential criteria for graduating from the Millard Public Schools. Mechanisms by which students may demonstrate proficiency include:

1. Performance portfolios comprised of District developed course assessment scores for reading, writing, and math.
2. Approved Advanced Placement course grades of a "C" or higher or an approved AP exam score of a 2 or higher for an AP English course as evidence of Reading and Writing competency, or grades of a "C" or higher or an AP exam score of a 2 or higher for an AP mathematics exam. All AP courses and exams used for this purpose shall have been provided by and/or taken while enrolled in an accredited institution.
3. Approved dual enrollment transferrable course grades as evidence of Reading, Writing, or Mathematics competencies e.g. the Metropolitan Community College (MCC) Developmental Math Course.
4. Measures of Academic Progress (MAP) RIT score in high school Reading or Mathematics comparable to near College and Career Ready ACT score.

IV. Student's Right to Appeal

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

V. Procedures for Appeal

- A. Within seven (7) days after the receipt of the notice that the student failed to achieve the cut score or credits required for graduation from the Millard Public Schools, a written notice of appeal shall be served upon the Superintendent of the Millard Public Schools or his/her designee. Such appeal shall set forth all of the reasons for the appeal as provided herein and shall set forth the relief sought by the student, parent(s) or guardian(s). Such notice of appeal may also include any additional information, which is relevant to the appeal.
- B. Within seven (7) days after the receipt of the written notice of appeal and any supporting information relevant to the appeal, the Superintendent or designee shall consider and render a decision on the appeal based on whether the decision of the District was unreasonable. Such decision shall then be forwarded to the student's parent(s) and/or guardian(s) advising the student's parent(s) and/or guardian(s) of the basis for the Superintendent's or designee's decision and the reasons therefore.
- C. Within seven (7) days after the receipt of the written notification from the Superintendent or the Superintendent's designee, a written request may be made by the student, parent(s), or guardian(s) to the secretary of the Millard Board of Education or the Superintendent for a hearing before the Millard Board of Education or committee of the Board consisting of not less than two (2) or more than three (3) members to be held on the issue whether the decision of the Superintendent or his designee was unreasonable.
- D. Such hearing shall be held before the Millard Board of Education or committee within thirty (30) days of the date the request for hearing was received. If a hearing request before the Millard Board of Education is not received in a timely manner, the decision of the Superintendent or the Superintendent's designee shall be final.
- E. The student, parent(s) and/or guardian(s) shall be advised at least seven (7) days prior to the date of the hearing before the Board and such notification shall set forth the date, time, and place for the hearing before the Millard Board of Education or committee.
- F. The parties may, by mutual written agreement, extend the time for hearing or final determination.
- G. The student, parent(s), and/or guardian(s) shall have the right to be represented by legal counsel and shall have the opportunity to present such evidence that is material to the issue or issues stated in the appeal.
- H. The hearing shall be conducted in closed session and in accordance with the student privacy laws unless the student, parent(s), and/or guardian(s) shall request, in writing, that the hearing be held in open session. Any formal action of the Millard Board of Education shall be taken in closed session unless such proceeding was requested by the student, parent(s), or guardian(s) to be held in open session.
- I. The decision of the Millard Board of Education or committee shall be by vote of a majority of the members of the Millard Board of Education and the Millard Board of Education shall reduce its findings and decision to writing and provide the written findings and decision to the student, parent(s), and/or guardian(s) within ten (10) days of the hearing. When conducting such proceedings, the Millard Board of Education or committee shall be exercising a judicial function and deciding a dispute of adjudicative facts.

VI. Graduation

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

VII. Annual Review

This rule shall be reviewed annually by the Educational Services Division and the Department of Assessment, Research, and Evaluation and brought to the Board of Education when changes are necessary.-

Related Policies and Rules: 6301, 6301.1, 6315, 6315.1, 6320, 6320.2, 6320.3, 6320.4

Rule Approved: April 16, 2011

Revised: Dec. 5, 1983; Dec. 17, 1990; May 17, 1999; Oct. 18, 1999; July 31, 2000;
March 4, 2002; July 21, 2003; June 21, 2004; June 6, 2005; June 5, 2006; June 4, 2007;
July 7, 2008; November 2, 2009; November 1, 2010; November 7, 2011; November 5,
2012; October 21, 2013; August 4, 2014; November 3, 2014; July 6, 2015; November
2, 2015; July 11, 2016; August 20, 2018; June 3, 2019; [June 3, 2019](#)

Reaffirmed: July 6, 2009

Millard Public Schools

Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: First Reading of Policy 9112: Bylaws of the Board - Committee and Appointments

Meeting Date: June 3, 2019

**Background/
Description:** This policy is being reviewed based on the seven-year cycle.

Action Desired: First Reading of Policy 9112: Bylaws of the Board - Committee and Appointments

**Policy /
Strategic Plan**

Reference: NA

Responsible Person(s): Dr. Jim Sutfin

Superintendent's Signature:

A handwritten signature in cursive script, appearing to read "Jim Sutfin", is displayed within a light gray rectangular box.

**Bylaws of the Board
Committees and Appointments**

9112

The Board shall establish standing and special committees [and may establish temporary committees](#).

Board members shall not serve on any District committees except those established by the Board.

Board members may be appointed to represent the Board and the District in state and local organizations.

Board members shall not serve as an officer in a school-parent organization.

In order to provide the ~~d~~District with the broadest views of its constituency, spouses of Board members may not serve on District planning, or advisory committees.

Cross Reference: 10000.1

~~Legal Reference: Neb. Rev. Stat. §79-213~~

~~Robert's Rules of Order, Newly Revised, 1990 Edition, 9th Edition~~

Related Policies & Rules: ~~9112R1~~ [9112.1](#), [9112.2](#)

Policy Adopted: April 28, 1980

Revised: September 23, 1996; June 16, 2003, [July 8, 2019](#)

Renumbered from 9130: June 16, 2003

Reaffirmed: March 5, 2012

Millard Public Schools
Omaha, NE

**Bylaws of the Board
Committees and Appointments**

9112.1

The Board President shall appoint Board members to serve on committees subject to approval by the Board:.

Standing Committees:

1. The **Americanism** Committee [on American Civics](#) is required by law. It shall consist of three Board members appointed each January of each year.
2. All Board members may be members on the District Strategic Planning Committee.
3. All Board members will serve on the Board Committee of the Whole.

Special Committees:

Special Committees of one or more members may be established by the Board as the need arises to carry out specified tasks and on the completion thereof shall automatically cease to exist. Special Committees shall not be appointed to perform a task that falls within the assigned function of an existing standing committee.

The Board President may appoint Board members to represent the Board in state and local organizations as authorized by the Board subject to approval by a voting majority of the Board:

1. Each January, the Board President shall appoint a delegate and alternate to the Nebraska Association of School Boards (NASB) Legislative Relations Delegate Assembly.
2. [Each January, the Board President shall appoint a delegate and alternate to the Nebraska Association of School Boards \(NASB\) Region 19.](#)
3. Each January, the Board President shall appoint a delegate and alternate to the National School Board Association (NSBA) Federal Relations Network; provided, however, [that](#) the Board desires to send a representative.
4. [Each January, the Board President shall appoint a delegate to the National School Board Association \(NSBA\) Government Relations Network; provided, however, that the Board desires to send a representative.](#)
- ~~5. Each January, the Board President shall appoint a delegate to the (NASB) Nebraska Association of School Boards — Board of Directors.~~
5. [Each January, the Board President shall appoint a delegate to the Greater Nebraska Schools Association \(GNSA\).](#)

6. Each January, the Board President shall appoint a delegate to the Board of Directors of the Millard Public Schools Foundation.
7. Each January, the Board President shall appoint a delegate to serve on the Metro. Area Boards of Education.
8. Each January, the Board President shall appoint a delegate to serve on the District Policy 10,000 Steering Committee as described by Board Policy.

Legal Reference: Neb. Rev. Stat. §79-~~213~~724

Policy Adopted: April 28, 1980

Revised: September 23, 1996; November 4, 1996; June 16, 2003; July 8, 2019

Renumbered from 9130.1: June 16, 2003

Reaffirmed: March 5, 2012

\
Millard Public Schools
Omaha, NE

Internal Board Policies [Bylaws of the Board](#)**Temporary Committees****8140** [9112.2](#)

Temporary committees may be formed to conduct studies and to consider particular programs and other issues that may come before the Board. No more than three Board members shall be assigned to or serve on any committee.

When temporary committees are formed, the purpose and scope of the duties of the committee shall be stated in the minutes of the Board meeting when the committee is created.

The committee shall be established by a majority vote at any regular or special meeting and the members shall be appointed by the Board President.

The committee shall be advisory to the Board and its report to the Board shall be submitted in writing and made a part of the records of the Board.

Policy Adopted: February 4, 1974

Revised: December 2, 2002

Reaffirmed: August 1, 2011; September 4, 2018

[Renumbered from 8140: July 8, 2019](#)

Millard Public Schools

Omaha, NE

AGENDA SUMMARY SHEET

Agenda Item: Approve 2019-2020 High School Calendars

Meeting Date: June 3, 2019

**Background/
Description:**

The attached high school calendars were derived from the 2019-2020 District student calendar previously approved by the board. As directed by Rule 10,000.1, the high school calendars are approved by the school improvement team at each school which includes staff and parents. High schools have a similar calendar to previous years. High schools are flexing time for some grades due to freshmen orientation in August and to accommodate state and District required testing in October and April.

If there is any deviation from these calendars, it will be according to Rule 6020.2, which allows the board and/or superintendent to dismiss school in emergency situations.

These calendars are published by each school and are also available on the school website.

Action Desired: Approve the 2019-2020 High School Calendars

**Policy /
Strategic Plan**

Reference:

Parameter - We will always communicate effectively, both internally and externally, in order to implement our Strategic Plan, operate our schools, and maintain high levels of student, staff, family and community support.

Responsible Person(s): Dr. Kim Saum-Mills, Brian Begley, Angie Craft, Dr. Greg Tiemann, and Heidi Weaver

Superintendent's Signature:



Millard North High School 2019-20 Comprehensive Calendar

August 2019					September 2019					October 2019					November 2019					December 2019					January 2020				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
			1	2	2	3	4	5	6	7	8	9	10	11					1	2	3	4	5	6	6	7	8	9	10
5	6	7	8	9	9	10	11	12	13	14	15	16	17	18	4	5	6	7	8	9	10	11	12	13	13	14	15	16	17
12	13	14	15	16	16	17	18	19	20	21	22	23	24	25	11	12	13	14	15	16	17	18	19	20	20	21	22	23	24
19	20	21	22	23	23	24	25	26	27	28	29	30	31		18	19	20	21	22	23	24	25	26	27	27	28	29	30	31
26	27	28	29	30	30										25	26	27	28	29	30	31								

February 2020					March 2020					April 2020					May 2020					June 2020					July 2020				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
					2	3	4	5	6			1	2	3					1	1	2	3	4	5			1	2	3
3	4	5	6	7	9	10	11	12	13	6	7	8	9	10	4	5	6	7	8	8	9	10	11	12	6	7	8	9	10
10	11	12	13	14	16	17	18	19	20	13	14	15	16	17	11	12	13	14	15	15	16	17	18	19	13	14	15	16	17
17	18	19	20	21	23	24	25	26	27	20	21	22	23	24	18	19	20	21	22	22	23	24	25	26	20	21	22	23	24
24	25	26	27	28	30	31				27	28	29	30		25	26	27	28	29	29	30				27	28	29	30	31

Aug. 1 First Day for New Teachers
 Aug. 5 First Day for Veteran Teacher
 Aug. 5 Fall Orientation
 Session 1 8-11 am (open to all grades/alphas)
 Session 2 1-4 pm (open to all grades/alphas)
 Aug. 6 Fall Orientation
 Session 3 8-11 am (open to all grades/alphas)
 Session 4 1-4 pm (open to all grades/alphas)
 Aug. 8 MNHS Open House 7-8:45 pm
 Aug. 12 FIRST DAY OF SCHOOL- GRADE 9 ONLY (8:45 Start)
 Aug. 13 FIRST DAY OF SCHOOL- ALL STUDENTS
 Aug. 14 First day for 0 and 8th hour classes
 Sep. 2 Labor Day – NO SCHOOL
 Sep. 10 College Night 6:30 pm
 Oct. 3 Mock Interviews
 Oct. 5 Homecoming Dance 8-11 pm
 Oct. 14 Parent-Teacher Conferences 4-8:00 pm
 Oct. 15 End of 1st Q / Parent-Teacher Conferences 4-8:00 pm
 Oct. 16 PSAT
 Oct. 16 NO SCHOOL - AM Work Time/PM Staff Dev
 Oct. 17 NO SCHOOL – AM Staff Dev/PM Work Time
 Oct. 18 NO SCHOOL – Teacher/Nurse Comp Day
 Oct. 24 10th Grade - AWA Testing/11th Grade Practice ACT (No School 9, 12)
 Nov. 27-29 NO SCHOOL – **(TEACHER WORK DAY NOV. 27)**
 Dec. 19 Final Exams periods 1, 3, 5, 7
 Dec. 20 Final Exams periods 2, 4, 6, 0/8
 Jan. 6 2nd Semester Begins (8:45 Start)
 Jan. 6-7 Make-up Final Exams 3:30-5:30
 Jan. 20 NO SCHOOL-MLK Day –Staff Development

Jan. 21 8th Grade Orientation 5:30-7:30 pm (Auditorium)
 Jan. 23 8th Grade Orientation 5:30-7:30 pm (Auditorium)
 Jan. 28 IB Information/Application Night 5:30 pm
 Jan. 29-31 Registration Appointments in MT 2:45-3:15 pm
 Jan. 30 AP Information Night 5:30 - 7:30 pm
 Feb. 6 Traditional Parent-Teacher Conferences 4-8:00 pm
 Feb. 10 Mustang Time Advise. Conferences 4-8:00 pm
 Feb. 13 NO SCHOOL - Staff Development
 Mustang Time Advise. Conferences 2-4 pm
 Feb. 14 NO SCHOOL – Teacher/Nurse Comp Day
 Feb. 17 NO SCHOOL - Presidents Day –Teacher Work Day
 Feb. 18 IB MYP/DP 2/4-year Plan Night 5:30pm (Lec. Hall)
 Feb. 20 IB MYP/DP 2/4-year Plan Night 5:30pm (Lec. Hall)
 Feb. 27 8th Grade Registration Night 5:30-7:30 pm (Lec. Hall)
 Mar. 13 End of 3rd Quarter
 Mar. 16-20 NO SCHOOL- Student Spring Break
 Apr. 2 MYP Project Night
 Apr. 4 Prom @ Baxter Arena 8-11 pm
 Apr. 9 Mock Interviews
 Apr. 21 11th Grade ACT/10th Grade Pre ACT (No School 9, 12)
 May 14 Senior Honors Night 6-7 pm (Auditorium)
 May 20 Last Day for Seniors
 May 22 Commence Rehearsal @ UNO Baxter Arena 9:00 am
 May 24 Commencement @ UNO Baxter Arena 11:00 AM
 May 25 NO SCHOOL-Memorial Day
 TBD Final Exams periods 1, 3, 5, 7
 TBD Final Exams periods 2, 4, 6, 0/8
 May 29 LAST DAY OF SCHOOL AM ONLY/Teacher Work Day PM

This calendar includes four days of school that may be used in case of inclement weather. If fewer (or more) days are used, the last day of school will be adjusted accordingly.

NO SCHOOL FOR STUDENTS



Millard South High School Calendar 2019-2020 (as of 5.16.19)

August 2019					15
M	T	W	T	F	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

October 2019					11-9
M	T	W	T	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

December 2019					15
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

February 2020					17
M	T	W	T	F	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

April 2020					22
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

June 2020					
M	T	W	T	F	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

September 2019					20
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30					

November 2019					18
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

January 2020					19
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

March 2020					10-7
M	T	W	T	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

May 2020					16
M	T	W	T	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

July 2020					
M	T	W	T	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

- Aug. 1-2 New Student Registration
- Aug. 1-2 New Teacher Induction
- Aug. 6-7 Student Fall Orientation – Assigned by last name
- Aug. 5-9 All Certificated Staff – Fall Workshop
- Aug. 8 Open House 6:30-8:00pm
- Aug. 9 Make-Up Orientation Day All Grades 9-11:30am
- Aug. 9 New Senior Student ELO Testing (no AWA)
- Aug. 12 First day of school-GRADE 9 ONLY
- Aug. 13 First day of school-ALL STUDENTS
- Aug. 27 Senior College Planning Information Night 6:30pm
- Aug. 28 Fall Pep Rally
- Sep. 2 NO SCHOOL – Labor Day
- Sep. 3 Progress grades due
- Sep. 12 Academic Letter Awards 7pm
- Sep. 14 ACT @ Millard South
- Sep. 18 Sophomore Health Screenings
- Sep. 24 Progress grades due
- Sep. 25 Speech Interviews
- Sep. 26 Extended PRIDE Time: Senior Panoramic Photo
- Oct. 12 Homecoming Dance 8-11pm
- Oct. 15 Progress grades due
- Oct. 14-15 Parent Teacher Conferences 4:15-8:00p
- Oct. 16 ASVAB @ Millard South
- Oct. 16 NO SCHOOL – Building Staff Development Day
- Oct. 17 NO SCHOOL – Teacher Work Day
- Oct. 18 NO SCHOOL – Teacher Comp Day for Conferences
- Oct. 22 Extended PRIDE Time: Senior Meeting (Jostens)
- Oct. 24 10th Grade AWA – 8:00am-12:00pm
11th Grade Practice ACT – 8:00am-12:00pm
No School – 9th & 12th Grades
- Oct. 26 ACT @ Millard South
- Nov. 12 Progress Grades Due
- Nov. 27 NO SCHOOL – Teacher Work Day

- Nov. 27-29 NO SCHOOL – Thanksgiving Break
- Dec. 3 Progress Grades Due
- Dec. 4 Winter Pep Rally
- Dec. 14 ACT @ Millard South
- Dec. 19-20 Final Exams

NO SCHOOL – Dec. 21 - Jan. 5 – Winter Break

- Jan. 3 New Teacher Induction
- Jan. 6 2nd Semester Begins – PRIDE Time first
- Jan. 17 College & Career Fair 7:45-10:30am
- Jan. 20 MLK Day – No school – Staff Development Day
- Jan. 28 Progress Grades Due
- Jan. 28-31 Extended PRIDE Time - All Week for Registration
- Feb. 3 8th grade Activity Fair
- Feb. 8 ACT @ Millard South
- Feb. 10-11 Advisement Conferences 4:15-8:00pm
- Feb. 13 NO SCHOOL – Building Staff Development 7:30-11:30
Advisement Conferences 1-3:45
- Feb. 14 NO SCHOOL – Teacher Comp Day for Conferences
- Feb. 17 NO SCHOOL – President’s Day - Teacher Work Day
- Feb. 18 Progress Grades Due
- Feb. 27 Speech Interviews
- Mar. 10 Spring Pep Rally
- Mar. 16 New Teacher Induction
- Mar. 16-20 NO SCHOOL - Spring Break
- Mar. 24 Progress Grades Due
- Mar. 26 Junior College Planning Night 6:30pm
- Apr. 9 10th Grade Pre-ACT – 8:00am-10:30pm
11:00am – School starts for all students
- Apr. 14 Progress Grades Due
- Apr. 17 Senior Meeting
- Apr. 21 8:00am Start – 11th Grade ACT

- Apr. 25 No School – 9th, 10th, & 12th Grades
- Apr. 25 Prom
- May 4-15 Advanced Placement Exams
- May 5 Progress Grades Due
- May 19 Honors Night/Senior Art Show 7:00pm
- May 20 Seniors Last Day of School
- May 22 Graduation Rehearsal @ UNO 10:00am
- May 24 Graduation @ UNO 1:00pm
- May 25 Memorial Day
- May 29 **Last day for 9-11 grade students – ½ day AM
Teacher Work Day – ½ day in PM
- Jun. 13 ACT @ Millard South

No School for Students

**This end date includes four days of school that may be used due to inclement weather. If fewer (or more) days are used, the last day of school will be adjusted accordingly.

August 2019 15				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September 2019 20				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October 2019 11/9				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November 2019 18				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

December 2019 15				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

January 2020 19				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

February 2020 17				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

March 2020 10/7				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April 2020 22				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May 2020 16				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

June 2020				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

July 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Aug 1 First Day for New Teachers
 Aug 5 First Day for Veteran Teachers
 Aug 7 Back to School Process (8:00-12; 1:00-3:00)
 Aug 8 Back to School Process (12:00-6:00)
 Aug 8 Open House (7:00-8:00)
 Aug 12 **FIRST DAY OF SCHOOL – GRADE 9**
 Aug 13 **FIRST DAY OF SCHOOL – ALL GRADES**
 (9th grade laptop deployment)
 Aug. 14-16 Handbook & Goal Setting Assemblies (10-12th)
 Aug. 16 Back to School Dance-MW Students only
 (8:00-11:00pm)
 Aug. 22-23 Extended QT (8:00-8:30 Appointments)
 Aug. 30 Extended QT (Pep Rally)
 Sept. 2 **NO SCHOOL – LABOR DAY**
 Sept. 12 Parent-Teacher Conferences (4:00-8:00)
 College Planning Night (6:30-7:30)
 Sept. 13 Last Day to Drop a Term 1 Class
 Sept. 19 Mock Job Interviews
 Sept. 19 Pre-Arranged Conferences (4:00-8:00)
 Sept. 25 Extended QT – Homecoming QT Activity
 Sept. 26 Extended QT – Homecoming Pep Rally
 Sept 28 Homecoming Dance (8:00-11:00pm)
 Oct. 3 Extended QT 11th Grade Assembly–Practice ACT
 9,10,12 Resume Building in QT
 Oct. 4 HOSA Blood Drive
 Oct. 15 End of First Quarter/Term 1
 Oct. 16 **NO SCHOOL – Building Staff Dev.**
 Oct. 17 **NO SCHOOL – Teacher Work Day**
 Oct. 18 **NO SCHOOL – Teacher Comp Day**

Oct. 24 10th AWA; 11 Practice ACT; 9,12 No School
 Oct. 26 ACT @ Millard West
 Nov. 7 Extended QT–Service Learning; Practice ACT
 Results
 Nov. 14 Mock Job Interviews
 Nov. 15 Last Day to Drop a Term 2 Class
 Nov. 27 **NO SCHOOL – Teacher Work Day**
 Nov. 28-29 **NO SCHOOL – THANKSGIVING BREAK**
 Dec. 13 Extended QT
 Dec. 14 ACT @ Millard West
 Dec. 20 End of Semester/Term 2
 Dec 23-Jan3 **NO SCHOOL– WINTER BREAK**
 Jan 6 Third Semester begins
 Jan. 20 **NO SCHOOL – MLK DAY**
 Jan. 23 Extended QT - Registration
 Jan. 28 Incoming 9th Grade AP Information Night (6:30-7)
 Jan. 28 Incoming 9th Grade Orientation (7:00-8:00)
 Jan. 29-31 Extended QT – Registration
 Feb. 6 Mock Job Interviews
 Feb. 6 Pre-Arranged Advisement Conferences (4:00-8:00)
 Pre-Arranged Academic Conferences (6:00-8:00)
 Feb. 7 HOSA Blood Drive
 Feb. 7 Last Day to Drop a Term 2 Class
 Feb. 8 ACT at Millard West
 Feb. 11 Prearranged Advisement Conferences (4:00-6:00)

Feb. 11 Prearranged Incoming 9th Grade Advisement
 Conferences (6:00-8:00 pm)
 Feb. 13 **NO SCHOOL/Adv. Conf. (1:00- 3:45)**
 Feb. 14 **No SCHOOL – Teacher Comp Day**
 Feb. 17 **NO SCHOOL – President's Day**
 Mar. 13 End of 3rd Quarter/Term 3
 Mar. 16-20 **NO SCHOOL - SPRING BREAK**
 Mar 26-27 Extended QT (8:00-8:30 appointments)
 April 14-17 Extended QT
 April 16 Mock Job Interviews
 April 18 Prom @ CHI (8:00-11:00)
 April 21 11th Grade ACT
 10th Grade PreACT
No School – 9 and 12 Grade
 April 24 Last Day to Drop a Term 4 Class
 April 28-May 1 Academic Awards (QT)
 May 1 HOSA Blood Drive
 May 4-15 AP Testing
 May 18 Senior Award Breakfast
 May 20 Seniors Last Day
 May 22 Commencement Rehearsal
 May 24 Graduation at Baxter Arena (7:00 pm)
 May 25 **NO SCHOOL – MEMORIAL DAY**
 May 29 Last day of School (Half Day)
 June 13 ACT @ Millard West
 July 18 ACT @ Millard West

 This calendar includes four days of school that may be used in case of inclement weather. **If fewer (or more) days are used, the last day of school will be adjusted accordingly.**

Keith Lutz Horizon High School School Calendar 2019-2020

August 12	First Day for Students
August 20	Open House
September 2	No School – Labor Day
September 19	Parent Teacher Conferences, 4:00-8:00 pm
September 23	Parent Teacher Conferences, 4:00-8:00 pm
October 15	End of Semester 1 – Early dismissal @ 12:15 pm
October 16-18	No School – Work Day/Professional Development
October 21	Semester 2 begins
October 24	AWA 9th/AWA 10th/Practice ACT 11th - No school for 12th grade
November 27-29	No School – Thanksgiving Break
December 20	End of Semester 2 – Early dismissal @ 12:15 pm
December 23-January 3	Winter Break
January 6	Semester 3 begins
January 20	No School – Martin Luther King Jr. Day
February 6	Parent Teacher Conferences, 4:00-8:00 pm
February 10	Parent Teacher Conferences, 4:00-8:00 pm
February 13-14	No School – Professional Development
February 17	No School – Presidents’ Day
March 13	End of Semester 3 – Early dismissal @ 12:15 pm
March 16-20	Spring Break
March 23	Semester 4 begins
April 2	AWA 9th/AWA 10th
April 9	Pre ACT for 10th – late start for 9th, 11th, & 12th grades
April 21	ACT testing for 11th only. No school for 9th, 10th, 12th grades
May 21	Graduating Seniors’ last day
May 24	Graduation at Baxter Arena
May 25	No School – Memorial Day
May 29	Last Day of School (half day)

Semester Dates/Student Days

Oct. 15 – 46 days

Dec. 20 – 42 days

Mar. 13 – 46 days

May 24 – 45 days

(make-up snow days, May 26-27-28-29)

Total 179 Days

AGENDA SUMMARY SHEET

Agenda Item: Approval of the Learning Community Pilot Program Agreement for Literacy Coaching

Meeting Date: June 3, 2019

Brief

Description: Beginning in the 2019-2020 school year, Millard will be utilizing the Pilot Programming Grant from the Learning Community to implement Instructional Coaching for literacy in 2 elementary schools each year. Included is the Learning Community Pilot Program Agreement for Literacy Coaching (Subcouncil #4). The total amount of the funding will be \$133,908.

Action Desired: Approval of the Learning Community Pilot Program Agreement for Literacy Coaching

**Policy/
Strategic Plan
Reference:**

We will attract, develop, and retain the highest quality staff dedicated to achieving our mission and objectives.

**Responsible
Person(s):** Dr. Heather Phipps, Dr. Kim Saum Mills, Dr. Todd Tripple, Mr. Andy DeFreece

**Superintendent's
Approval:**



LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT

This ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT (“Agreement”) is entered into as of May 17, 2019 by and between the **Learning Community of Douglas and Sarpy Counties**, a Nebraska political subdivision (“Learning Community”) and **Douglas County School District No. 17, aka, the Millard Public School District**, a Nebraska political subdivision (“District”).

WHEREAS, Learning Community is statutorily authorized to establish a system of elementary learning centers to enhance the academic achievement of elementary students within Learning Community, 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 determined that, in addition to offering programming through elementary learning centers, offering programming in partnership with member school districts, including District, is an effective means to fulfill its statutory mission; and

WHEREAS, District is willing to offer elementary learning programming in partnership with Learning Community.

NOW THEREFORE, in consideration of the mutual agreements, promises 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, Learning Community hereby agrees to provide funding and District agrees to undertake and conduct the program(s) more specifically set forth in the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District and approved by Learning Community (including any amendments thereto) (collectively and individually, the “Program”), a summary of which is marked as Exhibit “A” attached hereto and by this reference incorporated herein (all references herein to the “Agreement” include the Agreement as supplemented by the Elementary Learning Center Programming Description(s) & Budget(s) in the form(s) submitted by District).

b. The purpose of the Program is to enhance the academic success of elementary students of District, particularly students who face challenges in the educational environment due to factors such as poverty, limited English skills, and mobility.

2. Performance Period. The initial term of this Agreement shall be for a period of two (2) years and shall coincide with the timeframe(s) identified on Exhibit “A”, unless earlier terminated as provided in this Agreement (the “Initial Term”). Unless either Party provides written notice to the other Party of its intent to allow this Agreement to expire at least thirty (30) days in advance of the natural conclusion of the Initial Term, this Agreement shall automatically renew for one (1) additional one (1)-year term coinciding with the timeframe(s) identified on Exhibit “A”, subject to earlier termination as provided in this Agreement (the “Extended Term”). Notwithstanding the foregoing, neither party to this Agreement shall hold the other party 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 Program. The Program shall be implemented as an Elementary Learning Center program of Learning Community and District. Funding for the Program shall be provided from the Elementary Learning Center Fund Budget of Learning Community. The Parties acknowledge and agree that the Program funding provided under this Agreement may not be the exclusive source of funding for the Program. The Learning Community's Executive Director, Elementary Learning Centers ("ELC ED") shall, on behalf of and for Learning Community, have general oversight of the Program with regard to 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 Program.

6. Program Funding.

a. With respect to services to be provided during the Initial Term, Learning Community shall provide District with funding for the services performed and costs incurred, whether by District or by a third party contracted by District, related to the Program in a total amount(s) identified on Exhibit A or such lesser amount(s), as applicable, in the event of an early termination of the Program ("Program Amount"). The Program Amount shall be funded in monthly installments over the course of the Initial Term and paid in arrears pursuant to statements submitted to the Learning Community for costs incurred and services rendered by District during the previous calendar month. Such statements shall be provided to the Learning Community on or before the tenth (10th) calendar day of the month following the month to which such statement applies. Upon the written request of Learning Community, District shall provide accurate and reasonable documentation substantiating all itemized expenses set forth in such statements. Funding for the Extended Term is subject to extension of this Agreement and final approval of the Learning Community of an updated budget (which may include Carryover Funds, as defined below) for the Extended Term no later than the natural conclusion of the Initial Term (the "Extended Term Budget"). Subject to the addition of any Carryover Funds, the Extended Term Budget is anticipated to be substantially consistent with Exhibit A, and is anticipated to be funded in the same manner as the Program Amount.

b. Notwithstanding Section 6.a, the final monthly installment payment of the Program Amount or Extended Term Budget, as applicable, will be remitted as set forth herein subsequent to the termination of the Program or expiration of the Initial Term / Extended Term, whichever occurs first, and submission of the final report to Learning Community pursuant to Section 7.b herein. The final report shall include a statement for Program services provided during the Initial Term or Extended Term, as applicable, which statement shall set forth an itemized listing of expenses actually incurred by District and shall be accompanied by documentation substantiating all itemized expenses set forth on such statement. Learning Community shall, after review and approval of the statement submitted by District pursuant to this subsection, remit the final installment payment to District within 30 days after receipt of the final report; provided, however, that the amount remitted in the final installment shall not result in the total amount paid to District exceeding either the lesser

of the budget amounts reflected on Exhibit A or the total amount of Program expenses actually incurred by District. If, at the conclusion of the Initial Term or Extended Term, as applicable, upon receipt and review of the final report, Learning Community has, after application of all remittances made pursuant to Section 6.a and this Section 6.b., made payments to District which exceed the total amount of Program expenses actually incurred by District, District shall refund to Learning Community the amount by which the total remittances made by Learning Community exceed total expenses actually incurred. Notwithstanding anything in this Section to the contrary, and subject to an extension of this Agreement for the Extended Term, in the event the District did not incur costs and expenses related to the Program equaling the amount budgeted for the Initial Term, the District shall be allowed to account for this unincurred amount in the Extended Term Budget (the "Carryover Funds"). Under such circumstances, the Carryover Funds shall be part of the Extended Term Budget with disbursement of funds to the District administered in a manner consistent with this Agreement.

c. The amount(s) to be paid by Learning Community as provided under Sections 6.a and 6.b shall constitute the entire amount of funding 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, additional payments or any other expenses, incurred by District 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 the day-to-day operations of the Program and for any and all payments to any contracted service providers contracted by District for services related to the Program. Learning Community shall not be responsible for any payment to any such contracted service providers for services related to the Program and District specifically acknowledges that Learning Community has no obligation for providing the day-to-day operations of the Program or for any payments of any kind or nature to any contracted service providers, other than its obligation to reimburse District for Program expenses as provided in Sections 6.a and 6.b.

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 any material term or condition of this Agreement; (ii) to protect the purposes and objectives of the Program; or (iii) to comply with changes in the requirements of any law or regulation applicable to Learning Community, District, or the Program.

f. District expressly agrees and acknowledges that the enactment of legislation by the Nebraska Legislature subsequent to the date of this Agreement which either eliminates or reduces the levy authority of Learning Community pursuant to Neb. Rev. Stat. § 77-3442(2)(i) may result in the termination of this Agreement by Learning Community in accordance with Section 10 herein. District further expressly acknowledges and agrees that funding of the Program following the Initial Term is subject to change due to reallocation of funding within the subcouncils, availability of Carryover Funds from the Initial Term, and ultimate approval by Learning Community.

g. In the event that the Program is terminated or suspended for any reason before payment of the Program expenses incurred by the District, Learning Community will pay to District within thirty (30) days of submission by the District to the Learning Community of an invoice for any unreimbursed Program services provided during the Initial Term or Extended Term and for the costs of terminating any contracts with vendors or other third parties providing services or material for the Program, which invoice shall set forth an itemized listing of expenses actually incurred by District and

shall be accompanied by documentation substantiating all itemized expenses set forth on such invoice.

7. Reporting.

a. Within 60 days of the termination of the Program or expiration of the Initial Term, whichever occurs first, and within 60 days of termination of the Program or expiration of the Extended Term, whichever occurs first, 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, or such other qualified third-party evaluator retained by Learning Community and who is compliant with the Family Educational Rights and Privacy Act, as amended (“FERPA”), specified demographic and program evaluation data, as follows: (i) that data specified in the Program; and (ii) data mutually agreed upon by District, Learning Community and Evaluator. Learning Community acknowledges and agrees that any personally identifiable student information obtained by Evaluator from District pursuant to this Agreement is subject to FERPA, and in accordance with District’s position thereon, such personally identifiable information shall not be disclosed to Learning Community, and Learning Community will not be provided access to such personally identifiable information. All Classroom Assessment Scoring System (“CLASS”) videos collected by Evaluator will either be returned to District (if submitted via a memory stick or similar data storage device), or destroyed (if submitted electronically via email) once confirmation is made that District has received all CLASS rating reports.

b. Within 60 days of the termination of the Program or expiration of the Initial Term / Extended Term, whichever occurs first, District shall prepare and submit to Learning Community a written final Program report (“Report”). The Report shall include a narrative description of Program activities and accomplishments, including progress made on student learning outcomes and evaluation data described in the Program, and a detailed accounting of all expenditures made from payments received pursuant to Section 6.a. Said Report shall be submitted to the ELC ED. At the request of Learning Community, District shall make a live presentation of the Report to the appropriate achievement subcouncil of the Learning Community Coordinating Council, and the Elementary Learning Centers 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 Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community. Prior to commencing the Program, District shall have submitted a fully-executed Statement of Assurances regarding the Program to Learning Community with this Agreement.

b. The ELC ED, or other designated representative of Learning Community, will be permitted to conduct pre-arranged site visit(s) to the Program during the Initial Term and Extended Term, as applicable 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 ELC ED, or other designated representative of Learning Community, with District not less than 24 hours in advance.

c. Absent express approval from Learning Community, funds provided by Learning Community pursuant to this Agreement shall be accounted for separately in the financial books and records of District. District shall be responsible for establishing and maintaining 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 Initial Term or Extended Term ended, whichever is later. Learning Community, or a designated representative thereof, reserves the right, upon prior written notice, to audit 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 shall require that its employees have the appropriate credentialing or other licenses required by state law.

e. As permitted by law, District shall conduct, for its employees providing Program services 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 District shall require, via contract with any contracted provider of Program services, that such third party conduct said checks on all officers, employees and volunteers of said contracted provider involved with the Program, as permitted by law, who will, or may, directly interact with children. Neither District nor, if applicable, a contracted entity shall knowingly permit the involvement with the Program of any officer, employee or volunteer of said entity 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, if such a license is required by law.

g. District shall procure and maintain at all times during the Initial Term and Extended Term, and, if applicable, shall require that all contracted service providers with whom District contracts for the Program procure and maintain at all times during the Initial Term and Extended Term, as applicable, the following minimum types and amounts of insurance:

i. Commercial General Liability Insurance providing coverage to District and naming Learning Community as Additional Insured on a primary and non-contributory basis, including completed operations, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 product and completed operations aggregate, and \$1,000,000 personal and advertising injury. District shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of 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 Program;

v. Workers' Compensation Insurance covering District and 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 may self-insure for Worker's Compensation coverage. District shall waive its rights of recovery against Learning Community and will obtain a waiver of subrogation from its insurer. Such waiver of subrogation shall be contained in the policy or in an endorsement attached to the policy in favor of 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 all such contracted service providers 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 any 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 its 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.

h. District shall allow Learning Community to review and approve the text of any proposed publicity or external communication concerning the Program prior to its release, which approval shall not be unreasonably withheld. Learning Community may include information regarding the Program, any photographs provided by the parties, and any general information about the parties and their activities in any external communications of Learning Community; provided, however, that Learning Community shall not use any District logos or trademarks without the prior approval of District, which approval shall not be unreasonably withheld.

9. Obligations of Learning Community. Learning Community shall:

a. Provide funds to District in a manner consistent with the terms and conditions of this Agreement; and

b. Comply with the terms and conditions of this Agreement, as well as all applicable laws, rules, and regulations applicable to Learning Community

10. Warranties & Representations. District hereby warrants and represents to Learning Community that:

a. The Program and use of Learning Community funds will comply with the terms of this Agreement, as well as all applicable laws, rules and regulations applicable to District and the Program.

b. There is no fact known to District, its board members, officials, employees, representatives or agents which would materially affect the decision of Learning Community to enter into this Agreement which was not been disclosed to Learning Community.

c. District is responsible for administering 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 Amount by Learning Community and could result in District being required to return Learning Community funds to Learning Community.

11. Termination. Either party may terminate this Agreement, with or without cause, at any time prior to the natural conclusion of the Initial Term or the Extended Term, as applicable, 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 reasonable judgment, that District is in material breach of this Agreement.

12. 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:

If to Learning Community: Chief Executive Officer
Learning Community of Douglas and Sarpy Counties
1612 North 24th Street
Omaha, Nebraska 68110
FAX: (402) 964-2478

If to District: Dr. Jim Sutfin, Superintendent
Millard Public Schools
5606 South 147th Street
Omaha, Nebraska 68137
FAX: (402) 715-8409

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

13. Independent Contractor. The parties hereto 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 any authority to bind the other party hereto.

14. Indemnification. Each Party covenants and agrees to indemnify and hold harmless the other party, its Board members, officers, consultants, agents, employees and representatives, and their successors and assigns, individually or collectively, (collectively, the “Indemnified Parties”) from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including, but not limited to, attorney’s fees, in any way arising out of or based upon the negligent or willful acts or omissions of the other party, its Board members, officers, consultants, agents, employees and representatives in administering the Program as specified in this Agreement; provided, however, that neither party shall be liable for any injury, damage or loss occasioned by the negligence or willful misconduct of the Indemnified Parties.

15. Non-Discrimination. The parties agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by either party or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement pursuant to Section 11 hereof.

16. Governing Law. This Agreement shall be interpreted according to the law of the State of Nebraska.

17. 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.

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

19. Amendment. This Agreement may only be amended or modified by written agreement of all parties hereto. The parties hereto agree that amendments or modifications to the Program services, activities or budget which do not increase the total Program Amount set forth in this Agreement may be approved on behalf of Learning Community by Learning Community’s Chief Executive Officer or Executive Director.

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

21. 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.

22. Assignment. This Agreement may not be assigned or transferred by either party to this Agreement except by written agreement of the non-assigning party.

23. Time is of the Essence. The Parties acknowledge and agree that time is of the essence with respect to the final execution of this Agreement. As such, in the event District fails to provide Learning Community with an executed copy of this Agreement by June 28, 2019, the offer to enter into this Agreement by Learning Community shall automatically expire and become null and void as of such date. At the discretion of Learning Community, this may result in the funding identified in this Agreement being reallocated to other districts within the subcouncil.

24. 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.

[Signature page follows]

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

Douglas County School District No. 17, aka, the Millard Public School District, a Nebraska political subdivision

By:  _____

Its: CEO

Date: May 17, 2019

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

By: _____

Its: _____

Date: _____

ELEMENTARY LEARNING CENTER PROGRAMMING AGREEMENT

Exhibit "A"

Elementary Learning Center

Programming Description & Budget

(See Attached)

Millard Public Schools – Instructional Coaching



Instructional Coaching Proposals

PROPOSAL

PROPOSAL			
Summary			
Electronic File Name:	Proposal2019/2020-2022_LearningCommunity_Millard Public Schools		
School District/Organization Name:	Millard Public Schools		
Program Name:	Literacy Coaching		
Program Category	<input checked="" type="checkbox"/> Instructional Coaching		
Amount Requested:	\$133,908.00		
Subcouncil: (choose only one)	<input type="checkbox"/> #1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input checked="" type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6		
Program Start Date:	August 1, 2019	Program End Date:	May 31, 2022
Please use Attachment B to complete the following fields:		Total Cost of Program:	\$ 173,872.00
# of Weeks Per Year of Program:	38	# Program Hours Per Week:	32.25 hours a week
# of Students in Program:	646	Contact hours per Teacher per Week:	32.25 hr / wk x 2 coaches = 64.5 hr / week / 54 teachers = 1.194 hours per teacher per week
# of Teachers Coached:	54	Cost Per Teacher Per Hour:	\$173,872/54 teachers = 3,219.85 cost per teacher / 45.375 hours per teacher = \$70.97 per teacher per hour
# of Coaches:	2		
Supporting Documents:	<input checked="" type="checkbox"/> We agree that by submitting this application that we will fully participate in an external evaluation by ICPE-Munroe Meyer Institute. <input checked="" type="checkbox"/> On Attachment B, please provide the budget summary and cost-per-child-per-hour.		
Executive Summary: Describe how services will be delivered, population to be served and organizational experience and capacity in the space to the right.	<p>In year one, we will assign one coach to each of our schools initially classified as "needs improvement" by the state AQuESTT classification system. (The final state classification for each school was "good.") These buildings are also Title I buildings. The schools identified for year one are Cody Elementary and Disney Elementary.</p> <p>The coaches will work with every teacher of English Language Arts through the course of the year. After a review of the work in other districts, it was decided that a coach who is a part of the staff in a building full time for a full year is most able to build the relationships necessary to be effective.</p> <p>The coaches will be trained through Jim Knight and will develop coaching protocols to be used in both schools. The Director of Elementary and Early Childhood and the Director of Staff Development and Instructional Improvement will each supervise one coach and building Both the Directors and the coaches will collaborate to build capacity.</p> <p>Millard defines the Instructional Coaching Model in this way: <u>Purpose of MPS Instructional coaching:</u> Through a systemic approach to instructional coaching a teacher will increase instructional capacity thus increasing student achievement.</p>		

PROPOSAL

	<p><u>Rationale:</u></p> <ul style="list-style-type: none"> • Teacher capacities to make instructional decisions vary from teacher to teacher. • Teachers fall along a continuum of teacher development. • All teachers have capacity to grow instructionally. • Instructional coaching will provide a mechanism of moving teachers to be more reflective practitioners. <p><u>Intended outcomes:</u></p> <ul style="list-style-type: none"> • Teachers in Millard Public Schools will be reflective practitioners who are able to adjust and refine instruction based on feedback from students, others and self. • Teachers' instructional decisions will be embedded in best practice pedagogy.
--	--

Contact Information	
Name and Title:	Heather Phipps, Associate Superintendent
Organization:	Millard Public Schools
Email:	hhipps@mpsomaha.org
Phone:	(402) 715-8306
Street Address:	5606 S. 147 th Street
City, State and ZIP Code:	Omaha, NE 68137

ATTACHMENT B

PROGRAM BUDGET		
Program Revenue and Request	Amount	Comment
Non-Learning Community Revenue (including in-kind)	\$ 39,964.00	<i>Millard paying for training and supplementing salaries</i>
Learning Community Request	\$ 133,908.00	
Total Program Revenue	\$ 173,872.00	
Program Expenses	Amount	Comment
Salaries & Wages	\$ 167,872.00	<i>2 FTE (Avg teacher salary including salary and benefits is \$83,936)</i>
Insurance Benefits	\$	<i>Included above</i>
Transportation Costs	\$	
Training	\$ 6,000.00	<i>Jim Knight training in Lawrence, KS</i>
Equipment	\$	
Supplies	\$	
Meals for parents	\$	
Telephone & Internet	\$	
Postage	\$	
Rent & Utilities	\$	
In-Kind	\$	
Other (please specify)	\$	
Total Program Expenses	\$ 173,872.00	

Total Cost of Program	# of Weeks Per Year of Program	# of Teachers in Program	# Program Hours Per Week
\$173,872.00	38	54	32.25 hours / week x 2 coaches = 64.5 hours / week

Total Allocation from Learning Community for this Program = \$133,908.00

AGENDA SUMMARY SHEET

Agenda Item: Approval of GOALS Interlocal Agreement

Meeting Date: June 3, 2019

Background/

Description:

GOALS Center mission is to address absenteeism and at-risk behavior through encouragement of coordinated efforts to improve student attendance and learning. Millard Public Schools has been involved in this Interlocal Agreement with ten other Douglas & Sarpy County school districts since August 2011. School districts involved include:

Gretna Public Schools
Bellevue Public Schools
Bennington Public Schools
Douglas County West Community Schools
Elkhorn Public Schools
Millard Public Schools
Omaha Public Schools
Papillion-LaVista School District
Ralston Public Schools
Sarpy County District #46
Westside Community Schools

Action Desired: Approval of GOALS Interlocal Agreement

**Policy /
Strategic Plan
Reference:**

Responsible Person(s): Dr. Jim Sutfin

Superintendent's Signature:



**GOALS INTERLOCAL AGREEMENT
BETWEEN**

Bellevue Public Schools
Bennington Public Schools
Douglas County West Public Schools
Elkhorn Public Schools
Gretna Public Schools
Millard Public Schools
Omaha Public Schools
Papillion - La Vista Public Schools
Ralston Public Schools
Springfield Platteview Community Schools
Westside Community Schools

This Agreement is made and entered into this 3rd day of June, 2019, by and between Millard Public Schools (insert proper names of all entities), jointly referred to hereafter as the Parties.

WHEREAS, the Parties desire to engage in joint collaborative action to address early intervention with at-risk students, pursuant to Nebraska law, and

WHEREAS the Parties desire to effectuate the joint collaborative pursuant to the Superintendent's Plan created pursuant to law, and known as GOALS, and

WHEREAS, the parties desire to cooperate in the planning, development, maintenance and operation of GOALS, and

WHEREAS, the *Interlocal Cooperative Act Neb. Rev. Stat. 13-801 et. seq (Reissue 2007)* permits units of local government in the State of Nebraska to cooperate with one another for the purpose of jointly exercising governmental authorities and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties do hereby agree as follows with regard to the Project.

1. Each Party will:

A: Provide compensation to GOALS in an amount and form as agreed by the Parties and set forth in Exhibits A and B, attached hereto and incorporated herein by this reference. Exhibits A and B may be modified from time to time by mutual written agreement of the Parties.

B: Provide a representative to attend, share data, and jointly collaborate on intervention procedures pursuant to the GOALS plan.

C: Provide assistance when needed to help with the establishment of GOALS administrative needs.

D: It is understood that funding, may be made available by one or more public or private agencies, which may be in-kind funds, or real or personal property. It is further understood that each Party agrees as an individual entity to accept donations that are made in furtherance of GOALS objectives, and to dedicate such donations toward GOALS objectives as agreed upon by the Parties to this agreement. In effectuating GOALS, a majority vote of the members shall constitute agreement by the Parties. The Parties may agree to such conduct, practices, procedures and other administrative guidance and action as deemed necessary for the productive implementation of GOALS.

2. NONDISCRIMINATION CLAUSE

In connection with the carrying out of the activities provided herein, the Parties shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

3. HOLD HARMLESS CLAUSE

Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the acts or omissions of the indemnifying party or its agents or employees in performance of this Agreement. Each party agrees that it will be responsible for its own acts and omissions and the results of its own acts and omissions, and shall not be responsible for the acts and omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to the Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, sickness, disease, property damage, or loss of use.

4. INDEPENDENT CONTRACTOR CLAUSE

It is the expressed intent of the parties that this Agreement shall not create an employer-employee relationship, and the contractor, subcontractor, or any employees or other persons acting on behalf of such contractor or subcontractor employed by any party in the performance of the Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. It is agreed between the parties that the designated staff of each party shall at all times continue to be employees of such party for the duration of the Agreement and shall not

be deemed employees of the other parties hereto. Any contractor, subcontractor or agent shall be responsible for all salary and benefits payable pursuant to the contractor's contract to perform the work contemplated by this Agreement and such contractor's employees shall not be entitled to any salary from any party hereto or to any benefits made to employees or any party hereto, including but not limited to, overtime, vacation, retirement benefits, worker's compensation, sick leave or injury leave. Any such contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance and any applicable malpractice insurance coverage for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to the employee's compensation.

5. INSURANCE CLAUSE

Each Party will maintain a level of self insurance and, require its contractors, subcontractors and agents to maintain insurance policies of the following types and with the following limits while engaged in the implementation of GOALS:

Workers' Compensation Insurance

Workers' Compensation Insurance fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company, which is authorized to do business in the State of Nebraska.

Insurance coverage amounts required:

Coverage A	Statutory
Coverage B	
Bodily injury by accident	\$100,000 each accident
Bodily injury by disease	\$500,000 policy limit
Bodily injury by disease	\$100,000 each employee

General Liability Insurance

General Liability Insurance naming and protecting them and the sponsor against claims for damages resulting from (1) bodily injury including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by the contractor, subcontractor, or any one directly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Commercial general liability:

General aggregate	\$2,000,000
Products/completed operations aggregate	\$2,000,000
Personal/advertising injury	\$1,000,000 and one person
Bodily injury/property damage	\$1,000,000 per occurrence
Fire damage	\$50,000 per any one fire
Medical payments	\$5,000 per any one person

Commercial automobile liability:	
Bodily injury/property damage	\$1,000,000 combined single limit
Umbrella/excess liability:	
Primary insurance	\$1,000,000 per occurrence
Builder's Risk	100% of work completed values

6. ASSIGNMENT

No Party or Parties may assign their respective duties and responsibilities under this Agreement without the express written permission of the other Parties.

7. TERM OF AGREEMENT

The term of this Agreement shall be from the date of execution until July 31, 2021.

8. INTERLOCAL AGREEMENT PROVISIONS

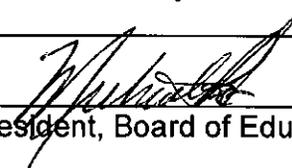
This Agreement shall not create any separate legal or administrative entity. It shall be administered jointly by the parties, through one representative to be designated by each Party. There shall be no jointly held property as a result of this Agreement, although real and personal property of the parties may be utilized by the Parties individually or as a whole to effectuate this Agreement, as agreed upon by the Parties. This agreement does not authorize the levying, collecting or accounting of any tax. This agreement may be terminated by any party upon 10 days advance written notice.

9. COUNTERPARTS

This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their duly authorized officials as of the date indicated below:

EXECUTED by the Millard Public School District a/k/a
 this 3rd day of June, 2019.

By: 
 President, Board of Education


 Secretary, Board of Education

EXHIBIT A
Cash Consideration

This Exhibit A is governed by the terms of that certain GOALS Interlocal Agreement dated June 3rd, 2019 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1. Pursuant to Section 1.A. of the Agreement, the school districts listed in Section 2 below shall compensate GOALS for the services provided under the Agreement as follows:

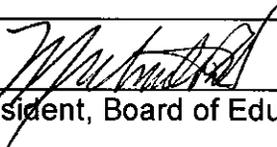
\$300 per student per month for each student who is engaged by GOALS, as agreed by GOALS and School District. Each month, GOALS will send a list of student from which the students who are engaged by GOALS will be agreed to. The monthly per-student fee shall be paid to GOALS on or before the fifth (5th) day of the month following the month in which the services to the applicable student were rendered.

2. The school districts to which this Exhibit A applies are:

Bellevue Public Schools
Bennington Public Schools
Douglas County West Public Schools
Elkhorn Public Schools
Gretna Public Schools
Millard Public Schools
Papillion - La Vista Public Schools
Ralston Public Schools
Springfield Platteview Community Schools
Westside Community Schools

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their duly authorized officials as of the date indicated below:

EXECUTED by the Millard Public School District a/k/a
this 3rd day of June, 2019.

By: 
President, Board of Education

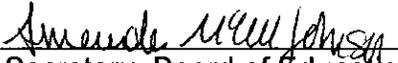

Secretary, Board of Education

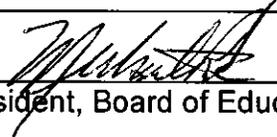
EXHIBIT B
Non-Cash Consideration

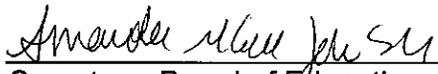
This Exhibit B is entered into by and between the Parties and is governed by the terms of that certain GOALS Interlocal Agreement (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1. Pursuant to Section 1.A. of the Agreement, Omaha Public Schools shall compensate GOALS for the services provided under the Agreement by providing access, development services and back end support to the K2 site on Omaha Public Schools' server. GOALS will be the account holder for its K2 account.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their duly authorized officials as of the date indicated below:

EXECUTED by the Millard Public School District a/k/a
 this 3rd day of June, 2019.

By: 
 President, Board of Education


 Secretary, Board of Education

AGENDA SUMMARY SHEET

Agenda Item: Approval of MEA Teachers Negotiated Agreement for 2019-21

Meeting Date: June 3, 2019

**Background/
Description:**

The District and the Millard Education Association (“MEA”) have reached tentative agreement for the 2019-20 and the 2020-21 school years. The MEA voted for approval of the tentative agreement on May 31, 2019. Changes to the Negotiated Agreement include:

Year 1:

- Estimated 3.35% total package
- Starting pay (BA+0 with no experience) from \$38,125 to \$39,265
- New Graduate credit hours only awarded at thresholds of 9, 18, 27, 36, and 39 instead of awarded per hour (old hours are grandfathered at per hour method)
- Increase 20-year stipend from \$1,100 per year to \$1,200 per year
- Increase from 1 Personal Day to 2 Personal Days. Personal days are used out of Business and Emergency leave bank, which is not increasing from the current allotment of 3. Therefore, this is not more days, but it adds some flexibility in use of days.
- Payment for Speech Language Pathologist dues
- A few increases in extra duty stipends (e.g. Cross Country and Assistant Drama)
- A budget to develop a stipend / salary option for targeted areas (a possible example may be Advanced Placement / Dual Enrollment teachers who need extra credentials)
- A mechanism for teachers in specified areas (e.g. industrial tech) to receive salary advancement for non-graduate hours directly related to their area of instruction
- Insurance changes:
 - (1) Traditional plan deductibles increasing by \$150/\$300
 - (2) Traditional plan out-of-pocket maximums increasing by \$350/\$700
 - (3) Traditional plan co-insurance changing from 80% to 75%
 - (4) HDHP deductible increasing by \$100/\$200

Year 2:

- Estimated 3.15% total package
- Starting pay (BA+0 with no experience) from \$39,265 to \$40,100
- A new \$1,000 signing bonus for newly hired teachers

- New Reopener. Now contract can be reopened if health insurance reserves fall below \$3 million or if total District revenue increases by less than 2.5%
- Per the Agreement, the District may eliminate the traditional health insurance plan for all new hires (all current employees would be grandfathered) while maintaining the High Deductible Plan options for all qualifying employees
- Health plan terms generally remain the same as 2019-20

Action Desired:

It is recommended that the Negotiated Agreement for Teachers with the Millard Education Association for the 2019-20 and the 2020-21 school years be approved and that the Superintendent or his designee be authorized to execute any and all documents related to such Agreement.

**Policy /
Strategic Plan
Reference:**

N/A

Responsible Person(s): Chad Meisgeier, Chief Financial Officer
Kevin Chick, Associate Superintendent of Human Resources

Superintendent's Signature:


**2019-2021
COLLECTIVE BARGAINING AGREEMENT
between Millard Public Schools
and the Millard Education Association**

THIS AGREEMENT made and entered into this ____ day of _____, 2019 by and between School District Number 17, Douglas County, Nebraska, also known as the Millard School District (hereinafter called "District"), and the Millard Education Association (hereinafter called "Association").

WHEREAS, the parties have from time to time met and negotiated the terms and conditions of employment for teachers for the 2019-20 and 2020-21 school years; and

WHEREAS, the parties have reached an agreement with respect to the terms and conditions of the employment for teachers for the 2019-20 and 2020-21 school years;

NOW, THEREFORE, in consideration of the covenants and conditions as hereinafter set forth, the parties agree as follows:

**ARTICLE I
RECOGNITION**

For the purpose of negotiating collectively on those terms and conditions of employment required by law, the District hereby agrees to recognize the Millard Education Association as the exclusive bargaining agent for employees certificated by the Nebraska Department of Education and employed by the District. This definition specifically does not include persons employed as Administrators or Nurses by the District.

**ARTICLE II
PROCEDURE AND PROTOCOL**

The parties hereby agree that negotiation shall be commenced, conducted and completed according to the procedure and protocol set forth and described in Appendix A, which is attached hereto and made a part of this agreement.

**ARTICLE III
TERMS AND CONDITIONS**

I. Term of Contract:

The term of the contract shall begin on August 1, 2019 and terminate on July 31, 2021. In each contract year, the contract shall consist of 192 teacher days for returning teachers and 194 days for new teacher hires. The District may require any new teacher hire to work day 193 and day 194 of his or her contract without compensation, provided days 193 and 194 are scheduled after the commencement of the regular teacher work calendar. Each new teacher hire who attends new teacher workshops before the commencement of the regular teacher work calendar shall be compensated for each day of attendance at a rate of \$200 per day. New teacher hire workshop compensation shall be rendered as a stipend and tracked separately from total salary for the purposes of calculating the new teacher hire's daily rate of pay. In addition,

the District may require any teacher covered by this agreement to work up to five additional days (e.g. 197 days for returning teachers and 199 days for new teacher hires), provided that the teacher is compensated at the daily rate described below and given a minimum of 90 days' advance notice. A teacher may be excused without pay from working the additional day(s) by providing good cause; good cause shall include any of the leave of absence reasons set forth in Board Policy and Rule. Failure to show good cause may result in disciplinary action. In determining how many additional days the District may require of an employee, the District shall disregard work offered and voluntarily accepted by the employee.

If upon the expiration of this Agreement on the 31st day of July, 2021, the parties hereto have not agreed to a collective bargaining agreement for the school year 2021-22, the terms of this Agreement shall continue in full force and effect, so long as the parties are continuing to engage in good faith collective bargaining.

2. Salary / Compensation:

Formula Salary Methodology: The salary will be adjusted proportionately according to changes in the individual teacher's full-time equivalency (F.T.E.) and / or number of contract days. For the 2019-20 and 2020-21 school years, each teacher's pay shall be as set forth in Appendix B, subject to the following limitations:

- a) For 2019-20, a returning teacher's salary shall be the greater of: (i) his or her formula salary in Appendix B; or (ii) the same salary as his or her 2018-19 salary, prorated for f.t.e. or extended contracts;
- b) For 2020-21, a returning teacher's salary shall be the greater of: (i) his or her formula salary in Appendix B; or (ii) the same salary as his or her 2019-20 salary, prorated for f.t.e. or extended contracts.
- c) Any teacher newly hired to the District for the 2019-20 or 2020-21 school years shall receive a salary as set forth in Appendix B; and
- d) Any error found in salary shall only be corrected retroactive to the beginning of the year in which the error was discovered or the year in which the specific error was brought to the attention of Human Resources in writing (e.g. a salary error discovered in January of 2020 will be corrected retroactively to the September of 2019 pay period). The District may, but shall not be required, to delay the correction of errors that decrease a teacher's salary until the next contract year.
- e) The balance of the Employee Benefits Fund on May 1, 2020 shall be used to determine the base salaries for the 2020-21 school year as set forth in Appendix B. The District shall communicate the balance of the Employee Benefits Fund to the Association on or before May 30, 2020. The balance of the Employee Benefits Fund for purposes of this Agreement shall not include any loans into the Fund by the District or any amounts borrowed out of the Fund by the District.

Signing Bonus for New Hires: Beginning with the 2020-21 school year, a newly hired teacher shall receive a one-time, lump sum bonus in the amount of \$1,000. The signing bonus shall be adjusted for FTE and length of contract less than 194 days, and be paid within two (2) pay periods of the employee's start of service.

20 Year Career Service Stipend: In each year covered by the terms of this Agreement, each employee who has accumulated 20 years or more of service in the District shall receive a stipend of \$1,200 as flat salary. The stipend shall be prorated for FTE and length of contract less than 192 days. The Career Service Stipend shall be paid on a monthly basis, and for ease of administration, will be calculated separately from the employee's base salary calculation as defined in Appendix B. The Career Service Stipend will not be considered part of salary for the purposes of determining future salary computations.

Additional Days: Each teacher who works extra days beyond the contracted days specified in Article III, Section I will be compensated as follows:

- a) when a new teacher hire works extra days as provided for in Article III, Section I of this agreement they shall be paid in accordance with said article;
- b) when non-teaching duties are offered and accepted during non-contract days (e.g. painting, maintenance, moving furniture, configuration and setup of computers, etc.), the rate of pay shall be at the sole discretion of the District;
- c) when teaching duties involving direct delivery of instruction are required or offered and performed in addition to a teacher's normal classroom responsibilities (e.g. summer school or advancement placement review), the District may set a rate of pay which shall not be less than \$272 per day (\$34 hourly);
- d) when duties related to teaching but not involving direct delivery of instruction are required or offered and performed in addition to a teacher's normal classroom responsibilities (e.g. curriculum writing, required staff development, assessment development), the District may set a rate of pay which shall not be less than \$224 per day (\$28 hourly);
- e) supervision duties during the year shall be at the extra duty rate provided in Appendix C;
- f) the District may offer optional staff development during off-contract time. Such optional staff development may be offered to participating employees with or without a monetary incentive, or other incentive as offered by the District; and
- g) in the event duties are performed for less than a full day, the District may set a comparable hourly rate by dividing the daily rate by eight (8) or a one-half daily rate set by dividing the daily rate by 2. In no event shall the totals an hourly rate or a one-half daily rate exceed the daily rate for any one day worked.

All salary will be adjusted proportionately according to the individual teacher's full time equivalency status (F.T.E.) and / or the teacher's total number of paid contract days.

3. Other Compensation

Critical Shortage Program: The District may identify critical shortage teaching areas and determine additional compensation to be offered to candidates who accept job offers in such areas. Eligible additional compensation recipients shall include any teacher employed by the District who is selected to fill a critical shortage area position. The additional compensation will be distributed over a one-year period, provided the recipient remains employed by the District in the critical shortage area during the entire one-year period. Recipients who cease to be employed by the District in the critical shortage area shall forfeit all future compensation on the day their assignment ends. Should the District enact the Critical Shortage Program, it will solicit input from the Association prior to its implementation. The policies, procedures, implementation and all decisions related thereto shall be the sole responsibility of the District.

High Need Degrees, Hours, and Endorsements Program: The District shall allocate a minimum of \$50,000 in each year of this Agreement to provide expense reimbursement for teachers pursuing degrees, graduate hours, or endorsements in designated subject areas. The District will solicit input from the Association prior to implementation and during any annual review or revision to the program. The policies, procedures, implementation and all decisions related thereto, including the designation of applicable degrees and graduate hour subject areas or endorsements, shall be the sole responsibility of the District.

Health and Human Services Certification: The District shall pay any fees specifically pertaining to the certification of any Speech Language Pathologist obtaining, reinstating, and (or) renewing a Speech-Language Pathology License issued by the Nebraska Department of Health and Human Services, up to a maximum of \$140 every two (2) years.

National Board Certification for Professional Teaching Standards (NBCPTS): Each teacher holding an unexpired NBCPTS certificate issued prior to July 31, 2014 shall be paid a stipend of \$2,000 by the District for the time remaining on that teacher's certification.

Extra Duty Compensation: The schedule for extra duty compensation is attached hereto as Appendix C and by reference incorporated and made a part of the contract. Extra duty may be paid proportionately over the remaining contract beginning when the extra duty is assigned and when the District Human Resources office is notified of the extra duty assignment and ending in August. In the event a teacher is permitted to withdraw from an extra duty assignment, any payments previously paid will be deducted from the employee's compensation. The District may, with input from the Association, create, assign, and compensate new extra duty positions at its sole discretion during the term of this Agreement. Any new extra duty positions so created shall be subject to the normal terms of collective bargaining between the District and the Association for the 2021-2022 contract year.

Mission Stipend Program: For the 2019-20 and 2020-21 school years, the District shall allocate a minimum of \$50,000 in each year for the purposes of assigning additional compensation to those teachers whose contributions are deemed central to the District's mission, but not otherwise accounted for in the terms of this Agreement relating to extra duty compensation. The District will solicit input from the Association prior to implementation of this program in 2019-20 and during any annual review or revision to the program in 2020-21. The policies, procedures, implementation, and all decisions related thereto, including the criteria for and amount of each individual stipend, shall be the sole responsibility of the District.

4. Insurance:

Benefits Provided by the District: The District shall provide each full-time teacher with health, dental, life, and long-term disability coverage and benefits. Health plan benefits are outlined in Appendix E, which is attached hereto and by reference incorporated in and made a part of this Agreement. The multiple plans listed in Appendix E are available to employees at the employee's option during the employer designated open enrollment period or at the time of other qualifying events (e.g., marriage, childbirth, etc.). The employee may choose only one plan.

Rights Waived by the Association: Except as provided for in the "Fiscal Conditions Benefit Reopener" paragraph of this section and Article III, Section 9 ("Reopener") of the Agreement, the Association shall waive its right to negotiate health and dental plan design provisions until January 1, 2022. The District may, therefore, under the terms of this Agreement, set or negotiate the benefit premiums for current employees and adopt, at its sole discretion, a distinct rate schedule and benefits for qualifying retirees. The Association shall not unreasonably withhold consent to reopen the Agreement for the purposes of incorporating the benefits structure changes in the event that the District chooses a new carrier.

District Obligation to Disclose: During the term of this Agreement, the amounts of the District's premium contributions shall be made available to the Association and teachers upon request. The District shall also disclose to the Association plan design provisions, or anticipated modifications to those provisions.

Specific Plan Design Powers of Management: Specifically, until January 1, 2022, the District, at management's discretion, may alter or amend health and dental plan provisions through the adoption of a fully funded insurance plan or by changing the terms of a self-funded insurance plan. Those health or dental plan design provisions so maintained or amended under this Agreement may include the termination of the District's contract with its insurance carrier and the adoption of a self- or fully-funded plan with a new carrier, the auditing of dependent eligibility, enrolling employees or their eligible dependents in the insurance plan contrary to the carrier's policy guidance, adjusting lists of drug formularies, adopting mandatory generic drug programs, revising the dollar amounts associated with emergency room or urgent care co-pays, changing drug co-pay amounts, limiting the number of certain enumerated medical procedures, determining the medical necessity of procedures (including whether a procedure is deemed experimental or investigational), revising the list of authorized network providers, instituting a multi-tiered network for the health plan, setting dental coverage parameters, and other plan changes not specifically contained in Appendix E.

Specific Limitations on the Plan Design Powers of Management: The only limitations on the District's discretion to manage and institute the benefit plan design changes are set forth in this paragraph and shall operate regardless of whether the insurance plan is administered under a self-funded employer-carrier arrangement or a fully funded plan to which the District subscribes. Specifically, (1) the District may not unilaterally alter those terms specifically set forth in Appendix E of this Agreement detailing deductibles, co-insurance percentages, health savings account contributions, in- and out-of-network percentage costs, and maximum out-of-pocket amounts; (2) the District may not alter the eligibility criteria of qualified dependents (spouses and children) currently provided coverage; (3) the District may not, without the

Association's consent, enter into an agreement with a new insurance carrier which fails to credit employees' and dependents' deductible usage and of credit towards out-of-pocket maximums from the old carrier to the new; (4) the District shall seek in its negotiations with any prospective carrier the consultation and input, though not the direct participation of the Association, for the purpose of determining the comparability of the new carrier's health insurance plans to the coverage in effect at the adoption of this Agreement; provided that such consultation shall not be construed by the Association as limiting the District's final power to adopt a new carrier; (5) the District may not limit the appeal rights of plan participants as provided for in the coverage documentation of any current or prospective insurance carrier; (6) the District may not rescind, overrule, or modify the insurance carrier's decisions regarding payment or non-payment of claims; (7) the District may not limit the appeal rights of covered employees or their dependents within the plan documents of the insurance carrier; and, (8) the District may not eliminate the insurance plan altogether.

Fiscal Conditions Benefit Reopener: In the event the balance of the District Employee Benefit Fund, as measured on May 1, 2020 and communicated to the Association by the District on or before May 30, 2020 is below \$3,000,000, either party may request that the other reopen negotiations to alter or amend those provisions of the Agreement related to the cost of health benefits anticipated to take effect in year two of the Agreement. The balance of the Employee Benefits Fund for the purposes of this section shall not include any loans into the Fund by the District or any amounts borrowed out of the Fund by the District. Should the Association withhold its consent to reopen the Agreement under these terms, or should the parties reopen talks but fail to reach a tentative agreement on or before August 15, 2020 the District may, beginning in year two of the Agreement, continue to calculate teacher salaries using the base salary values described by Appendix B, 2019-20 (year one) rather than adopt the base salary values described in Appendix B, 2020-21 (year two).

Employee Health Insurance Premium Contributions: For each eligible full-time teacher, the portion of monthly health insurance premiums paid by the employee for the 2019-20 and the 2020-21 school year shall be as follows:

COVERAGE TIER	CONVENTIONAL DEDUCTIBLE		HIGH DEDUCTIBLE	
	for wellness participants	for non-participants	for wellness participants	for non-participants
EMPLOYEE ONLY	15%	25%	0%	10%
EMPLOYEE + CHILDREN	15%	25%	0%	10%
EMPLOYEE + SPOUSE	15%	25%	0%	10%
EMPLOYEE + SPOUSE + CHILDREN	15%	25%	0%	10%

The District may deduct an employee's premium share contribution beginning in September for each full time employee who elects health coverage but did not participate in the wellness plan in the prior year, or who did not meet the criteria of the wellness plan in the prior year.

Health Insurance for New Teachers: Premium contribution levels for each eligible full-time teacher newly hired to the District shall be calculated as a non-wellness amount, unless the teacher participated as a spouse of another District employee in the prior year.

Beginning in the 2020-21 school year, the District may, at its sole discretion, eliminate the conventional deductible (MPS Plan #1) plan design option for new teachers with a start date on or after July 1, 2020.

Wellness Program: The District may continue to develop and amend the wellness program, provided that the District seeks input from the Association. The policies, procedures, implementation, amendments to, and all decisions related to the wellness program shall be the responsibility of the District; subject only to the following limitations:

- a) In each year, the District shall provide the Association with a written description of the terms and conditions of the wellness program including: (i) enrollment procedures; (ii) minimum participation criteria; (iii) scoring methodology; (iv) any appeals process; and (v) a list of all laboratory tests used as a part of the health screening;
- b) The District shall communicate annually to the Association: (i) the number of teachers enrolled in the wellness program; (ii) the number of teachers not meeting the participation criteria; and (iii) aggregate data setting forth the reasons the teachers did not meet the participation criteria;
- c) The District and the District's agent(s) shall maintain the confidentiality of all private health information in accordance with applicable federal, state, and local laws;
- d) Employee participation in the wellness program shall be voluntary. The wellness program shall provide an alternative participation standard in compliance with applicable law for any employee who, due to a medical condition and / or disability, is unable to meet the wellness program's criteria. Any employee completely exempted from any participation in the wellness program, including inability to meet any alternative participation standard, due to requirement of law (e.g. Americans with Disabilities Act), will not be charged designated premium amounts for non-participation or failure to meet the criteria of the wellness plan;
- e) For the 2020-21 school year, the District may:
 - i. maintain a health screening and individual health survey requirement for the premium incentive; or
 - ii. discontinue the wellness program and calculate premiums for the 2020-21 year based on the employee's 2019-20 participation or non-participation in the program.

Dental Insurance: The District shall pay the full cost of single dental coverage; the teacher may purchase additional dental coverage by paying the additional premium through payroll deduction.

Life Insurance: The District shall pay the full cost of \$50,000 term life coverage.

Long-Term Disability Plan: Each full-time teacher shall participate in the long-term disability plan and the teacher shall pay the full premium through payroll deduction; the premium shall not be paid through the District's Section 125 plan.

Married Employees both Employed by the District: When two District employees are married to each other and each qualifies for District paid family health insurance, the District shall provide and pay the premium for one family health plan as set forth above, and the District shall not provide multiple health plans or multiple HSA contributions. When employees are married to each other and each would otherwise qualify for full District benefits, the District shall waive the wellness participant employee premium share; provided that neither of the employees elects to participate in "cash option." Also, the District shall provide and pay the premium for one family dental plan; provided neither of the employees elects to participate in "cash option."

Part-time teachers: The District shall provide the same health, and dental insurance coverage and benefits for part-time teachers (who are employed as one-half F.T.E. or more, defined as at least 20 hours per week) as for full-time teachers. The District shall contribute an amount equal to one-half of the amount it contributes on behalf of a full-time teacher; provided, however, that the part-time teacher elects coverage and pays the balance of the premiums for such coverage through payroll deduction. The District shall provide each part-time teacher with a \$50,000 term life insurance policy and will pay the full premium. Additionally, each part-time teacher who is employed at least 20 hours per week or more shall participate in the District's long-term disability plan and the teacher shall pay the premium.

Cash Option: Each full-time teacher who was employed by the District during the 1996-97 school year and who has been continuously employed by the district thereafter, shall be eligible to exercise a cash option of \$325.28 per month in lieu of health and dental insurance in accordance with the cash option plan adopted by the District. Any such teacher electing cash option may purchase single or family dental coverage. Any such teacher electing cash option may, at his or her option, receive a reduced cash option of \$157.40 per month and the district will pay the premium for single health and dental. Continuous service shall include school-years during which a teacher was on an approved leave of absence. Any teacher who does not receive cash-option as of January 1, 2013 or subsequent date shall not be allowed to elect cash-option at a later date, even if the teacher was continuously employed from the 1996-97 school year. Any teacher who elects cash-option of \$157.40 per month as of January 1, 2013 or subsequent date may not elect cash option of \$325.28 at a later date even if the teacher was continuously employed from the 1996-97 school year. As a condition of continued eligibility for cash option payments, the District may require proof of health insurance from employees exercising cash option.

Direct Bill: In order to be eligible for the Direct Bill Plan as an early retiree, the employee must be at least 55 years old with at least 20 years of service. In addition, to be eligible, the employee, the spouse and dependents each must have had a minimum number of months of

continuous coverage under the District's Health and/or Dental Plan at the time continued coverage begins. The minimum number of months of continuous coverage required is 60 months.

Other Insurance/Benefit Offerings: The District may offer or cancel any other benefit offerings, such as vision insurance, at its sole discretion at any time during the term of this contract.

5. Leaves of Absence:

Paid Leave: During each school year covered by this contract, each full-time teacher shall receive twelve (12) days leave, and further be allowed any unused and accumulated leave from the previous year to a maximum total of eighty-seven (87) days of leave at full pay. Such leaves shall be taken only for reasons of: personal illness, family illness, family death, and business and emergency. The rules for use of leave are established in Board Policy and Rule.

Business and Emergency Leave: Up to three days of a teacher's accumulated paid leave per year may be used for business and emergency leave; and a maximum of two business and emergency leave days per year may be taken for any or no reason whatsoever; subject to limitations on permissible dates of leave, limitations on number of teachers eligible for leave on any given day, and application procedures developed by the District. Any changes to Board Rule that would modify the grounds for Business and Emergency Leave shall be negotiated with the Association prior to implementation.

Part-time teachers shall be allowed leave on a prorated basis equivalent to that portion of the total of twelve (12) days leave which is, equal to the proportion of his or her hours of part-time employment to the total regular employment hours per school year, and further be allowed any unused and accumulated leave from the previous school year to an equivalent total not to exceed what that proportion is to the eight-seven (87) days for regular full-time employees. Use of paid leave by part-time teachers shall only be allowed on a prorated basis. A teacher whose employment status changes from full-time to part-time and whose accumulated leave is greater than the maximum allowable prorated amount shall have the excess amount placed in reserve until such time that the employee's full-time equivalency increases. When the employee's full-time equivalency increases, some or all of the reserve leave shall again be part of the accumulated leave up to the maximum allowable prorated amount.

Extended Personal Illness Leave: Extended paid leave shall be provided to teachers as follows:

- a) **Borrowed Personal Illness Leave:** Each eligible teacher who has used his or her current and accumulated paid leave may borrow up to ten (10) days from the next school year's paid leave allotment. Teachers shall not be allowed to borrow leave in two consecutive years. If the teacher resigns before receiving sufficient additional paid leave days during the succeeding year(s) to repay the borrowed leave, the teacher shall be required to repay the District for the salary received for the borrowed leave. The salary repayment will be at the teacher's daily rate at the time of repayment for each borrowed day of paid leave and shall, if possible, be deducted from the employee's last paycheck. Should personal illness be the reason leading to resignation or termination of the teacher, the teacher shall not be required to pay back the salary for the borrowed days.

- b) **Substitute Deduct Pay:** A teacher who will qualify for long-term disability and who has fully used all of his or her paid leave and any applicable borrowed personal illness leave, as identified in Paragraph (a) above, prior to being eligible to receive long-term disability benefits, will be eligible for substitute-deduct leave. During substitute-deduct leave, the teacher shall continue to receive his/her salary reduced by the cost to the District of the substitute employed to replace the teacher.

In the event the District and the teacher, after receiving any information which determines that a teacher may qualify for long-term disability (and the teacher elects substitute-deduct leave prior to being approved for long-term disability) and the insurance carrier subsequently denies the long-term disability request, the teacher will be responsible for reimbursing the District the total amount of payments made to the teacher during the substitute-deduct leave. Such reimbursement will be through payroll reduction, if possible.

- c) **Procedures:** The procedures and rules for administration of extended personal illness leave shall be established by the District.

Annual Reimbursement for Unused Paid Leave: At the conclusion of each school year covered by this agreement, each full-time teacher shall receive reimbursement for each unused day of accumulated paid leave in excess of seventy-five (75) days and further shall have his or her accumulated paid leave allotment reduced to seventy-five (75) days. Each part-time teacher shall receive reimbursement for each unused day of accumulated paid leave in excess of that portion of seventy-five (75) days which is equal to the proportion of his or her hours of part-time employment to the total regular employment hours per school year and further shall have his or her accumulated paid leave allotment reduced by the number of reimbursed leave days. For the terms of this agreement, the rate of reimbursement shall be \$150. The District shall establish procedures for payment of the leave reimbursement program.

Career Reimbursement for Unused Paid Leave: Each teacher concluding his or her District employment after at least 20 years of service in the District and who is at least 55 years of age shall be reimbursed for each day of unused accumulated paid leave, with the reimbursement to be rendered at the conclusion of the contract year in which the teacher's District employment ends. To the degree permitted by law, such payments may be made as "employer contributions" to a 403(b) / TSA account established for the employee by the District, unless the District decides, at its sole discretion, to pay said amounts as cash or to a health savings account. For the terms of this agreement, the rate of reimbursement shall be \$195. The policies, procedures, implementation and all decisions related thereto shall be the sole responsibility of the District; provided however, the District will review the program with the Association prior to implementation.

Association President Leave: The President of the Association representing the majority of the teachers, at the request of the Association, will be given leave with pay during such President's term of office; provided however, the Association shall reimburse the District the full cost of salary and fringe benefits of the Association President. The leave shall be for no less than one semester. The Association must provide the District a ninety (90) day notice in advance of such leave request. Upon returning to employment as a teacher, reasonable efforts will be made by the District to place the President in the same or comparable position held

when the leave commenced. The President will be advanced on the salary schedule as other teachers and without any limitation because of the leave granted.

6. Planning

Elementary Plan Time. Elementary teachers shall have a minimum of 300 minutes, during student contact time, of preparation/conference/planning time during a two-week instructional period. Elementary teachers include all teachers who work in an elementary building.

Compensation for Lost Planning Time: A teacher covered by this Agreement shall not normally be required to supervise a class for another teacher during his or her individual planning time when a substitute is authorized and available. However, in an emergency situation where a substitute is otherwise unavailable, a teacher scheduled for planning time may be required by his or her principal, or their designee, to supervise a class. In these circumstances the teacher losing his or her individual planning time shall be paid for each clock hour (or portion thereof, rounded to the nearest one-fourth hour) at the rate of \$28 per hour. If no teacher with planning time is available and students are reassigned to other teachers' classes, such reassignment shall be divided equally among all teachers in the building over the course of the academic year.

7. Facility Use:

The Association shall be permitted to place in mailboxes provided for individual staff members MEA/NSEA newsletters, circulars, notices and other materials relating to the Association and its operations. The Association shall be permitted to post or place any material relating directly to Association business on the bulletin boards located in faculty lounges. No local, state or national political campaign material for public office or any other material which violates the Policies or Rules of the District will be permitted to be either distributed through the staff mailboxes or placed on faculty lounge bulletin boards.

8. Grievances:

Any grievance raised by an employee or the Association shall be pursued in accordance with:

- (a) Board Rule 4001.2 for allegations of Non-Discrimination and Harassment;
- (b) State Law for suspension without pay, contract amendment, contract non-renewal, contract termination, or contract cancellation; or
- (c) Board Rule 4325.1 for all other grievances.

If the District amends Board Rule 4325.1 after May 1, 2019, the Association may, in its sole discretion, accept the amendments or retain the former version of the Board Rule for purposes of its member grievances. The Board may amend Board Rule 4001.2 at any time at its sole discretion at any time and such amendments will become immediately effective for persons covered by this Agreement.

9. Reopener

In the event either party reasonably anticipates the District's Grand Total of All Receipts (as defined in the Nebraska Department of Education's Annual Financial Report) will increase from the fiscal year ended 2020 to the fiscal year ended 2021 by less than 2.5%, either party may reopen the Agreement for the sole purpose of renegotiating salary and benefits.

IN WITNESS THEREOF, the parties have duly executed this agreement as of the day and year first above written.

Millard School District
School District No. 17
Douglas County, Nebraska

Millard Education Association

by _____

by _____

Appendix A
Procedure and Protocol of Contract Negotiations

1. Upon notice by either party to the other, the parties agree to enter into negotiations for the purpose of entering into a contract and agreement for teacher salaries and terms and conditions of employment which are either required by law or made the subject of negotiations by agreement of the parties.
2. Either party, upon giving notice to the other party, may include with such notice its proposals to be included in the contract to be negotiated by the parties.
3. The parties shall conduct negotiations in such a manner as to permit each of the parties to provide the other party with an explanation of its proposals, presentation of relevant data, dialogue and exchange of points of view.
4. Each of the parties may make proposals and counter proposals during the negotiations.
5. Either party may utilize the services of outside consultants to assist in negotiations.
6. Both parties shall designate and appoint representatives of that party for the conduct of negotiations.
7. Unless otherwise agreed upon, the negotiations shall be conducted in closed sessions and no releases shall be made to any of the news media as to the progress of negotiations until the contract has been accepted by both parties, whereupon the media will be given a joint statement.
8. If the parties fail to reach an agreement after good faith negotiations, the parties shall proceed in accordance with law.
9. If the representatives of the parties reach an agreement, the agreement shall be reduced to writing and submitted to the Board of Education of the District and to the membership of the Association for approval and acceptance and as approved and accepted by both parties, the Agreement shall be signed by the duly authorized officers of both parties.
10. The agreement shall constitute the full and complete agreement between the parties. If any of the specific terms or conditions of this agreement conflict with the policies, rules, regulations, procedures, or practices of the District's Board of Education, the Agreement shall take precedence. Any policies, rules, regulations, procedures, or practices of the District that are not specifically covered by this agreement may be established, amended, superseded, or changed at the discretion of the District.
11. If any provision of the contract or any application of the contract to any employee or groups of employees shall be found to be contrary to law, then such provisions shall not be in effect but all other terms and conditions shall continue in full force and effect.
12. If Federal or State action, legislative, administrative, or judicial; results in material changes to the benefits described in Article III of this Agreement or its associated appendices that have the potential to be detrimental to the District or Employees, either party may request that the other open the Agreement to deal only with those legislative, administrative, or judicial changes. The other party shall not unreasonably withhold consent to reopen the Agreement upon request pursuant to this paragraph.

Appendix B
TEACHER SALARY CALCULATION (2019-20)

I. Salary shall be calculated as follows for a teacher holding a Bachelor's degree:

The Base Bachelor's (BA) Salary shall be \$39,265;

Each Year of Experience after the first at the BA level shall add \$300 to the teacher's salary up to a maximum of nine (9) additional years. The current year of the teacher's contract shall equal a year of experience; and,

Subject to the terms and conditions described in Appendix D, each Approved Graduate Credit Hour submitted during this school year shall add \$190 to the teacher's base salary, up to a maximum of 36 hours (or 39 hours if a District-approved course or program).

II. Salary shall be calculated as follows for a teacher holding a Master's degree:

The Base Master's (MA) Salary shall be \$46,445;

Each Year of Experience after the first shall add \$640 to the teacher's salary up to a maximum of twenty-six (26) additional years. No MA teacher shall be credited for more than thirteen (13) years of experience outside the District. The current year of the teacher's contract shall equal a year of experience; and,

Subject to the terms and conditions described in Appendix D, each Approved Graduate Credit Hour shall add \$275 to the teacher's base salary, up to a maximum of 36 hours (or 39 hours if a District-approved course or program).

III. Salary shall be calculated as follows for a teacher holding an Educational Specialist's degree:

The Base Educational Specialist's (EdSpec) Salary shall be \$56,365;

Each Year of Experience after the first shall add \$660 to the teacher's salary up to a maximum of twenty-six (26) additional years. No EdSpec teacher shall be credited for more than thirteen (13) years of experience outside the District. The current year of the teacher's contract shall equal a year of experience; and,

Subject to the terms and conditions described in Appendix D, each Approved Graduate Credit Hour shall add \$275 to the teacher's base, up to a maximum of 3 additional hours if the final 3 credits are earned through a District-approved course or program.

IV. Salary shall be calculated as follows for a teacher holding a Doctoral degree:

The Base Doctoral Degree (Doctorate) Salary shall be \$56,385;

Each Year of Experience after the first shall add \$680 to the teacher's salary up to a maximum of twenty-six (26) additional years. No doctoral teacher shall be credited for more than thirteen (13) years of experience outside the District. The current year of the teacher's contract shall equal a year of experience;

Subject to the terms and conditions described in Appendix D, each Approved Graduate Credit Hour shall add \$275 to the teacher's base, up to a maximum of 3 additional hours if the final 3 credits are earned through a District-approved course or program.

V. For the purposes of salary calculation, a "credited year of experience" shall be calculated in accordance with Nebraska Revised Statute § 79-825.

Appendix B
TEACHER SALARY CALCULATION (2020-21)

I. Except as noted in the “Fiscal Conditions Benefit Reopener” paragraph of this Agreement, salary shall be calculated as follows for a teacher holding a Bachelor's degree:

The Base Bachelor's (BA) Salary shall be \$40,100;

Each Year of Experience after the first at the BA level shall add \$300 to the teacher's salary up to a maximum of nine (9) additional years. The current year of the teacher's contract shall equal a year of experience; and,

Subject to the terms and conditions described in Appendix D, each Approved Graduate Credit Hour shall add \$190 to the teacher's base salary, up to a maximum of 36 hours (or 39 hours if a District-approved course or program).

II. Except as noted in the “Fiscal Conditions Benefit Reopener” paragraph of this Agreement, salary shall be calculated as follows for a teacher holding a Master's degree:

The Base Master's (MA) Salary shall be \$47,280;

Each Year of Experience after the first shall add \$640 to the teacher's salary up to a maximum of twenty-six (26) additional years. No MA teacher shall be credited for more than thirteen (13) years of experience outside the District. The current year of the teacher's contract shall equal a year of experience; and,

Subject to the terms and conditions described in Appendix D, each Approved Graduate Credit Hour shall add \$275 to the teacher's base salary, up to a maximum of 36 hours (or 39 hours if a District-approved course or program).

III. Except as noted in the “Fiscal Conditions Benefit Reopener” paragraph of this Agreement, salary shall be calculated as follows for a teacher holding an Educational Specialist's degree:

The Base Educational Specialist's (EdSpec) Salary shall be \$57,200;

Each Year of Experience after the first shall add \$660 to the teacher's salary up to a maximum of twenty-six (26) additional years. No EdSpec teacher shall be credited for more than thirteen (13) years of experience outside the District. The current year of the teacher's contract shall equal a year of experience; and,

Subject to the terms and conditions described in Appendix D, each Approved Graduate Credit Hour shall add \$275 to the teacher's base salary, up to a maximum of 3 additional hours if the final 3 credits are earned through a District-approved course or program.

IV. Except as noted in the "Fiscal Conditions Benefit Reopener" paragraph of this Agreement, salary shall be calculated as follows for a teacher holding a Doctoral degree:

The Base Doctoral Degree (Doctorate) Salary shall be \$57,220;

Each Year of Experience after the first shall add \$680 to the teacher's salary up to a maximum of twenty-six (26) additional years. No doctoral teacher shall be credited for more than thirteen (13) years of experience outside the District. The current year of the teacher's contract shall equal a year of experience;

Subject to the terms and conditions described in Appendix D, each Approved Graduate Credit Hour shall add \$275 to the teacher's base salary, up to a maximum of 3 additional hours if the final 3 credits are earned through a District-approved course or program.

- VI. For the purposes of salary calculation, a "credited year of experience" shall be calculated in accordance with Nebraska Revised Statute § 79-825.
- VII. In the event the District's Employee Benefit Fund for the District's self-funded health insurance plan, as measured on May 1, 2020 is below \$3,000,000 (not including any loans to the Fund or borrowing from the Fund) or the District's Grand Total of All Receipts increase from the fiscal year ended 2020 to the fiscal year ended 2021 by less than 2.5%, the base salaries listed for the 2020-21 school year may remain in effect unless the District and the Association reopen and successfully modify the agreement as specified in the "Fiscal Conditions Benefit Reopener" paragraph of this Agreement.

**APPENDIX C
COMPENSATION STIPENDS FOR EXTRA DUTIES**

HIGH SCHOOL
ATHLETIC STIPENDS

FOOTBALL

Head Coach	\$8,600
Assistant Varsity	\$5,590
Assistant Coach	\$4,558
[boys]	

BASKETBALL

Head varsity	\$7,740
Varsity Assistant	\$5,031
J.V. Coach	\$5,031
Assistant Coach	\$4,102
[boys and girls]	

TRACK

Head Coach	\$6,880
Assistant Coach	\$3,784
[boys and girls]	

WRESTLING

Head Coach	\$7,740
Assistant Coach	\$4,257
[boys]	

BASEBALL

Head Coach	\$6,880
Assistant Coach	\$3,784
[boys]	

SWIMMING

Head Coach	\$7,740
Assistant Coach	\$4,257
[boys and girls combined]	

VOLLEYBALL

Head Coach	\$7,740
Assistant Coach	\$4,257
[girls]	

SOFTBALL

Head Coach	\$6,880
Assistant Coach	\$3,784
[girls]	

SOCCER

Head Coach	\$6,880
Assistant Coach	\$3,784
[boys and girls]	

GOLF

Head Coach	\$3,870
[boys and girls]	

TENNIS

Head Coach	\$3,870
Assistant Coach	\$2,516
[boys and girls]	

CROSS COUNTRY

Head Coach	\$5,031
Assistant Coach	\$3,784
[boys and girls combined]	

Aquatics Director	\$10,140
Strength and Conditioning	\$10,750
Weight Room Supervisor	\$6,500
Assistant Activities Director	\$8,750
Unified Sports Sponsor	\$1,500

OTHER HIGH SCHOOL
EXTRA DUTY STIPENDS

Assistant Band Director	\$4,500
Assistant Debate	\$3,780
Assistant Drama	\$2,320
Assistant Forensics	\$3,780
Assistant Musical Director	\$1,520
Assistant Vocal Music Director	\$3,400
Band Director	\$7,560
Broadcast Journalism	\$3,200
Cheerleading [varsity]	\$4,300
Cheerleading [junior varsity]	\$3,000
Cheerleading [freshman]	\$3,000
Class board sponsor [senior]	\$870
Class board sponsor [junior]	\$1,300
Club sponsor	\$580
Color Guard	\$2,000
Dance Team	\$3,000
Debate	\$7,560
DECA	\$1,750
Drama Director	\$6,750
FBLA	\$1,400
FCCLA	\$1,400
FinishLynx System Operator	\$580
Forensics	\$7,560

Literary Magazine	\$870
MTSS Consultant	\$800
Musical Director	\$3,030
National Honor Society	\$1,700
Newspaper	\$4,000
Orchestra (strings) Director	\$3,780
Partners for Education Liaison	\$580
Skills USA	\$1,110
Student Council	\$1,700
Vocal Music Director	\$6,800
Yearbook	\$4,500

**MIDDLE SCHOOL
EXTRA DUTY STIPENDS**

BASKETBALL

Head	\$1,850
Assistant	\$1,575
C Team	\$1,275
[boys and girls]	

WRESTLING

Head	\$1,850
Assistant	\$1,575
[boys]	

TRACK

Head	\$1,850
Assistant	\$1,575
[boys and girls]	

VOLLEYBALL

Head	\$1,850
------	---------

Assistant	\$1,575
C Team	\$1,275
[girls]	

FOOTBALL	\$1,850
[boys]	

Intramural Boys Basketball	\$750
Intramural Girls Basketball	\$750
Intramural Girls Volleyball	\$760

ACTIVITIES DIRECTOR	\$6,660
----------------------------	---------

OTHER MIDDLE SCHOOL EXTRA DUTY STIPENDS

Annual (Yearbook)	\$1,740
Assistant Musical	\$1,150
Club Sponsor	\$580
Drama / Musical	\$1,300
Instrumental (Band) Director	\$1,740
MTSS Consultant	\$800
Newspaper	\$730
Orchestra (Strings) Director	\$1,160
Partners for Education Liaison	\$580
Student Council	\$1,010
Vocal Music Director	\$1,740
Volunteer Coordinator	\$290

ELEMENTARY EXTRA DUTY STIPENDS

Club Sponsor	\$580
MTSS Consultant	\$680
Partners for Education Liaison	\$580

Safety Patrol	\$1,310
Student Council	\$730
Watch DOGs Coordinator	\$580

DISTRICT EXTRA DUTY STIPENDS

Building Web Page Initiator	\$1,500
Building Wellness Coordinator	\$580
Computer Initiator (Elementary, Middle, High)	\$2,800
Crisis Team Member	\$1,000
Department Head [*]	\$2,820
IB Extended Essay Supervisor / Mentor	\$360
Instrumental Music Department Head (4-12)	\$2,750
Mentor	\$400
New Staff Induction	\$290
Staff Development Facilitator	\$860
Supervisor (paid per supervision assignment)	\$25
TEAMMATES Sponsor	\$580

*Buildings with Instructional Team Leaders and Facilitators in lieu of Department Heads split building's allocated Department Head salaries

Appendix D

Salary Schedule – College Credit Courses for Salary Placement

The following terms and conditions shall apply for salary range placement:

1. For purposes of determining placement on the salary range, a teacher must have each college graduate course approved by the Building Principal and the Human Resource Office prior to taking the course. In making the approval / non-approval determination the District will consider: the individual teacher's assignment, the type and level of college accreditation, and the individual course. The District may decline approval of any college graduate course in its sole discretion for any reason even if the course is from an accredited post-secondary institution. The District may decline approval of college graduate courses even if a particular course had been approved in a prior year.
2. Each teacher who has been accepted into and is working on a degree program may submit his or her program to the Building Principal and Human Resource Office for approval. If approved it will be placed on file in the Human Resource Office and each individual course listed in the program will automatically be approved for future salary range placement.
3. Application forms for approval of college graduate hours are available from Human Resources.
4. **Alternative Credit:** The District may approve non-graduate courses that, for the purposes of determining placement on the salary range, count as approved graduate work. In making the approval of non-graduate course work, the District will consider the individual course and its relationship to the individual's assignment. The District may develop any necessary procedures for converting non-graduate course work into equivalent graduate credit hours for the purposes of determining placement on the salary range.
5. Procedure for placement on the salary range:
 - a. Placement on the salary range will be determined annually based upon the teacher's status at the commencement of the school year.
 - b. Placement determinations will be based upon the teacher's official college transcript filed with the Human Resource Office. A transcript must be on file prior to December 15 of the school year in order for courses to be considered in placement on the salary range for the current school year.
 - c. Only those courses completed prior to September 1 of the current school year, as evidenced in the official college transcript, will be considered for placement on the salary range for the current school year.
 - d. Any payment due as a result of a change in placement on the salary range will be retroactive to the beginning of the school year.
5. Maximum credit hours:
 - a. Bachelor's: The maximum number of total credit hours recognized for additional salary payment above a Bachelor's degree shall not exceed 39; provided however, the last 3 credit hours must have been earned after the

second semester of 2006-07 and are from a list of courses specifically approved by the Superintendent (or designee).

- b. **Master's:** The maximum number of total credit hours recognized for additional salary payment above a Master's degree, shall not exceed 39; provided however, the last 3 credit hours must have been earned after the second semester of 2006-07 and are from a list of courses specifically approved by the Superintendent (or designee).
- c. **Educational Specialist:** The maximum number of total credit hours recognized for additional salary payment above an Educational Specialist degree, shall not exceed 3; provided however, the 3 credit hours must have been earned after the second semester of 2006-07 and are from a list of courses specifically approved by the Superintendent (or designee).
- d. **Doctorate:** The maximum number of total credit hours recognized for additional salary payment above a Doctorate degree, shall not exceed 3; provided however, the 3 credit hours must have been earned after the second semester of 2006-07 and are from a list of courses specifically approved by the Superintendent (or designee).
- e. **Calculation Restrictions:**
 - i. In all salary ranges, (Bachelor's, Master's, Educational Specialist, and Doctoral), credit hours used for salary determination must not have previously been used to calculate salary. Credit hours used for salary determination must have been obtained after the date the preceding degree was earned as evidenced by the official college transcript. The maximum number of credit hours that may be submitted for salary advancement shall not exceed 18 in any single contract year.
 - ii. In all salary ranges, additional credit hours added during the 2019-20 and subsequent school years will only be calculated/credited at intervals of 9, 18, 27, 36, or 39 hours. Hours credited prior to the 2019-20 school year or hours calculated for new hires effective at the beginning of the 2019-20 school year will be fully calculated. For example, a teacher with BA+3 entering the school year will be treated as BA+3 for purposes of salary. If that same teacher earns 3 additional hours, he or she will remain at BA+3 because he/she did not reach the interval of "9." If that same teacher earns 10 additional hours, he or she will be credited at BA+9, because he/she reached the interval of "9", but did not reach the interval of "18."

Appendix E
MPS Health Plan

Notwithstanding the term of the contract set forth in this Agreement, the provisions contained in this Appendix F of this Agreement shall become effective on January 1, 2020 and continue until December 31, 2020.

Benefit Overview	MPS Plan #1	MPS Plan #2 (non-embedded)	MPS Plan #3 and/or MPS Plan #4
Annual Deductible In-network Individual Family	\$1,050 \$2,100	\$3,700 \$7,400	District Discretion
Co-insurance % In-network	75%	n/a	District Discretion
Out-of Pocket Max, including deductible In-network Individual Family	\$5,000 \$10,000	n/a	District Discretion
Health Savings Account District contribution:	n/a	Single : \$1,100 Family : \$2,200	District Discretion

Notwithstanding the term of the contract set forth in this Agreement, the provisions contained in this Appendix E of this Agreement shall become effective on January 1, 2021 and continue until December 31, 2021.

Benefit Overview	MPS Plan #1	MPS Plan #2 (non-embedded)	MPS Plan #3 and/or MPS Plan #4
Annual Deductible In-network Individual Family	\$1,050 \$2,100	\$3,700 \$7,400	District Discretion
Co-insurance % In-network	75%	n/a	District Discretion
Out-of Pocket Max, including deductible In-network Individual Family	\$5,000 \$10,000	n/a	District Discretion
Health Savings Account District contribution:	n/a	Single : \$1,100 Family : \$2,200	District Discretion

Health Savings Account contributions made by the District, when applicable, shall be contingent upon the employee qualifying for a tax free HSA contribution under applicable laws.

Two-thirds of the District Health Savings Account contribution, when applicable, shall be made with the first payroll in January of each year for qualifying employees actively employed on that date. One-third of the District Health Savings Account contribution, when applicable, shall be made with the first payroll in September each year for qualifying employees actively employed on that date. Therefore, a qualifying teacher separating from employment at the end of the year will not receive the final one-third contribution in September and a qualifying teacher starting at the beginning of the year will get an initial one-third contribution in September.

The District may offer a third and/or fourth health insurance plan option including, but not limited to, a high performance network plan at its sole discretion. The policies, procedures, implementation and all decisions related thereto, including but not limited to, deductibles, employee premium share percentages, and out of pocket maximums shall be the sole responsibility of the District; provided however, the District will review the program and receive input from the Association prior to implementation.

**AGENDA SUMMARY
SHEET**

Agenda Item: Approval of Letter of Intent with Millard United Sports

Meeting Date: June 3, 2019

**Background/
Description:**

The District and Millard United Sports are exploring options to build a complex on the Keith Lutz Horizon campus that would include baseball / softball fields as well as an indoor training facility. The attached letter of intent authorizes the District's administration to negotiate the details for such a complex. Any contract proposed after negotiations would come to the Board of Education for final approval. All intentions stated in the attached document are subject to change as the District and Millard United Sports continue negotiations.

Included with this letter of intent is a drawing provided by Millard United Sports. This drawing includes proposed location of facilities, including reserving space for a possible Omaha Public Library location and reserving space for a possible Metropolitan Community College location. This is a preliminary drawing and we anticipate changes prior to finalization. The District has engaged Lamp Rynearson to review the proposal of Millard United Sports and to propose options for design for both parties to review.

Action Desired: It is recommended that the Letter of Intent with Millard United Sports be approved and that any future agreements regarding this project be presented to the Board for prior approval.

**Policy /
Strategic Plan
Reference:** N/A

Responsible Person(s): Chad Meisgeier, Chief Financial Officer

Superintendent's Signature:



May ___, 2019

Millard Public Schools
5606 South 147th Street
Omaha, NE 68137
ATTN: Jim Sutfin, Ed. D., Superintendent

Dear Dr. Sutfin:

We are pleased to submit this non-binding Letter of Intent (“LOI”), which sets forth our understanding of the terms of the proposed construction by Millard United Sports, a Nebraska nonprofit corporation (“MUS”), of an indoor sports facility and athletic fields on the property located generally at 209th and “Q” Street, Omaha, Nebraska 68022 (Parcel No. 1824130110) (the “Property”), which is owned by Douglas County School District No. 00017 a/k/a Millard School District (the “District”). Except as set forth in Paragraph 8 below, this LOI is not a binding or legally enforceable agreement, imposes no obligations, liabilities or commitments upon the parties hereto or their respective affiliates, and grants no rights with respect to the transactions described herein. The rights and obligations of the parties with respect to any such transaction will be set forth in one or more definitive agreements to be negotiated and executed by the parties.

1. **Proposed Transaction.** MUS proposes to build up to a 140,000 sq. ft. indoor sports facility and install numerous athletic fields on the Property, set forth in more detail on Exhibit “A” attached hereto (collectively, the “Proposed Facilities”). It is the intention of the parties that the Proposed Facilities will be constructed, staffed, and managed by MUS, but will remain the property of the District. The District will then lease or license the Property to MUS for a duration mutually agreed upon by the parties upon the terms and conditions set forth in a mutually agreeable definitive agreement.
2. **Definitive Agreement.** The transaction described in this LOI will be subject to and conditioned up the negotiation, execution, and delivery of a mutually acceptable definitive agreement between MUS and the District, along with any ancillary document necessary to carry out the intention of the parties (the “Transaction Documents”). Neither party shall have any obligation to consummate the transactions described herein unless and until the conditions of Paragraph 4 are met and the Transaction Documents are executed and delivered by the parties in accordance with their terms. In the event the Transaction Documents are not executed by the parties, neither party shall have any obligation or liability to the other party for any direct or indirect losses, damages, expenses, charges or claims whatsoever arising out of this LOI or the transaction contemplated hereby.
3. **Provisions.** The Transaction Documents will include representations, warranties, covenants, indemnities and conditions typical for transaction of this type. Subject to the parties’ negotiation, the Transaction Documents will also set forth the parties’ respective responsibilities with regards to:
 - Design and construction of the Proposed Facilities;
 - Design and construction any necessary parking and access to the Property ancillary to the Proposed Facilities;

- Installation of any necessary signage; and
 - The District's shared utilization of the Proposed Facilities for its athletic programs.
4. **Financing Condition.** The completion of the transaction described above is subject to and contingent upon MUS obtaining the necessary funding to complete design and construction of the Proposed Facilities and the ancillary work associated therewith.
 5. **Commencement Date.** The Commencement date of the project contemplated hereby shall be at such time as the parties shall mutually agree.
 6. **Timing.** The parties acknowledge that upon acceptance and approval of this LOI by the District, the parties will undertake to negotiate a more in depth Memorandum of Understanding ("MOU"), which will set forth the business terms of the transaction contemplated hereby. The terms set forth in this LOI and in the MOU will then be incorporated into the Transaction Documents.
 7. **MUS and MPS Investigation.** The parties hereby agree to reasonably cooperate in undertaking a due diligence review to determine advisability, cost-benefit analysis, operation options and associated anticipated costs of operation, maintenance and operation schedule of the Proposed Facilities.
 8. **Governing Law.** This LOI shall be governed by, and construed and enforced in accordance with, the laws of the State of Nebraska, without giving effect to conflict of laws principles thereof. Each party irrevocably submits to the jurisdiction and venue of the state and federal courts located within Douglas County, Nebraska.
 9. **Legal Effect.** This LOI is not binding upon any person and has no legal effect with the exception of Paragraph 8 of this LOI, which shall constitute a binding agreement of the parties hereto. Neither this LOI nor any party's execution of it shall constitute a binding obligation or commitment of any party to enter into the Transaction Documents or give any party any rights or claims against another in the event any party for any reason terminates negotiations to effect the acquisition. All obligations or commitments to proceed shall be contained only in the Transaction Documents.

If you are in agreement with the terms of this LOI, please sign in the space provided below and return a signed copy to the undersigned by the close of business on _____, 2019. If we do not receive a signed copy of this LOI on or before such date, we will assume that you have no further interest in pursuing this transaction and this LOI will terminate. Upon receipt of a signed copy of this LOI, we will proceed with our plans for consummating the transaction in a timely manner.

Very truly yours,

Mitchell J. Kampbell, Chairman of Millard United Sports, a Nebraska nonprofit corporation

ACCEPTED AND AGREED:

Douglas County School District No. 00017
a/k/a Millard School District, a Nebraska
political Subdivision

By: _____

Name: _____

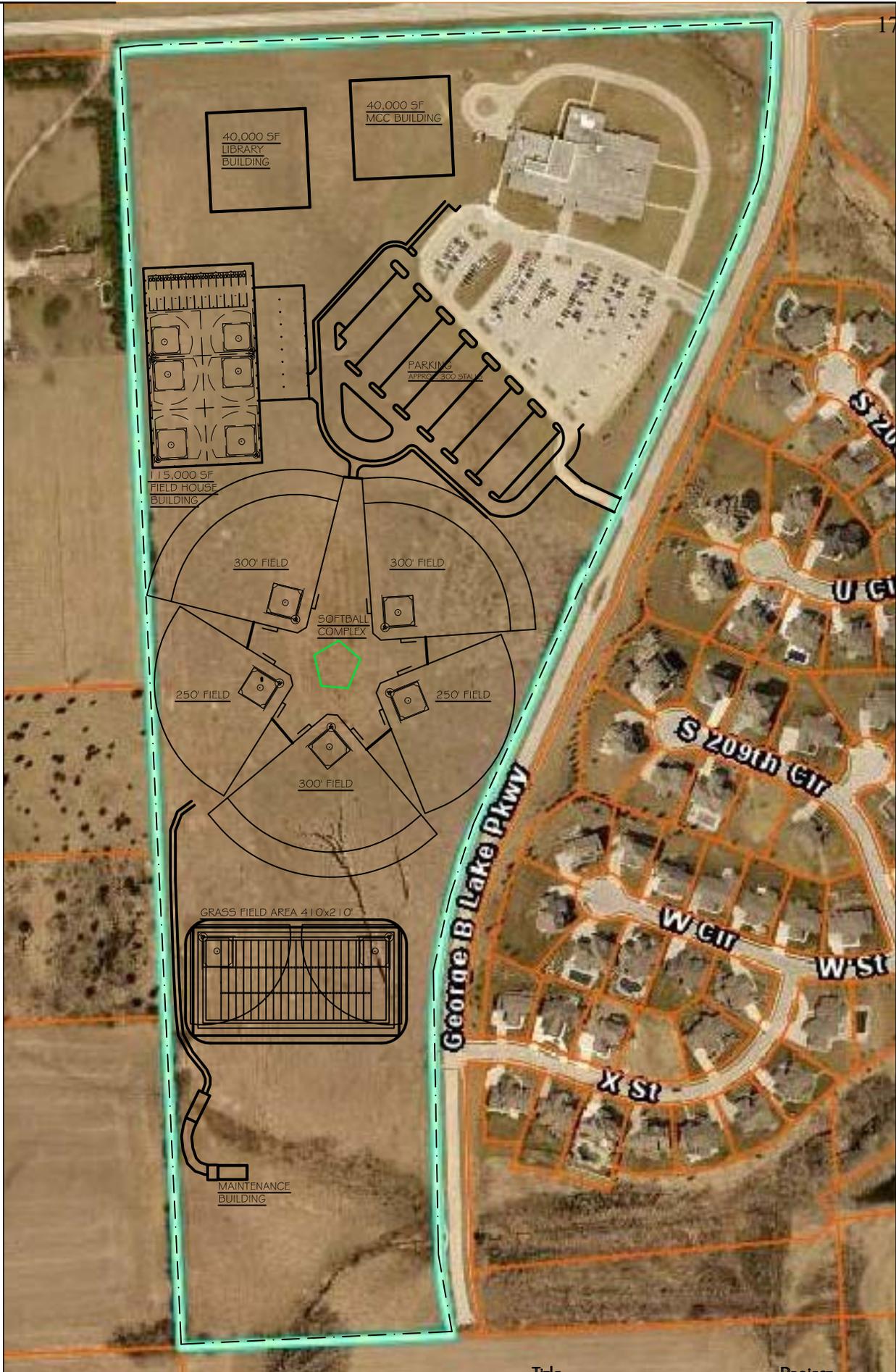
Title: _____

Date: _____

EXHIBIT "A"

Proposed Site Plan

(see attached)



AGENDA SUMMARY SHEET

Agenda Item: Human Resources

Meeting Date: June 3, 2019

Background/ Personnel Items: (1) Recommendation to Hire; (2)
Resignation Agenda; (3) Contract Addendum

Description:

Action Desired: Approval

Policy / N/A
Strategic Plan Reference:

Responsible Person(s): Kevin Chick

Superintendent's Signature:

A handwritten signature in black ink, appearing to read "Jim Duffin", is placed over a light gray rectangular background.

June 3, 2019

TEACHER RECOMMENDED FOR HIRE**Recommend: The following teachers be hired for the 2019-2020 school year:**

1. Jacqueline M. Ottemann – MA+36 – Creighton University. Grade 5 teacher at Hitchcock Elementary School for the 2019-2020 school year.
2. Seth J. McClurkin – BA – Concordia University. Special Education teacher at Millard North High School for the 2019-2020 school year. Previous Experience: Omaha Public Schools (2013-2014)
3. Michelle L. Ledford – BA+33 – University of Kansas. Math teacher at Millard South High School for the 2019-2020 school year. Previous Experience: Omaha Public Schools (2007-Present)
4. Lisa G. M. Kiemde – BA – University of Nebraska, Lincoln. Math teacher at Millard West High School for the 2019-2020 school year. Previous Experience: Garden City, Kansas (2016-Present)
5. Kristine A. Meier – MA+36 – University of Nebraska, Kearney. School Counselor at Millard South High School for the 2019-2020 school year. Previous Experience: Bellevue Public Schools (2012-Present); Grand Island Public Schools (2001-2012)
6. Jamie L. Luhr – MA+24 – University of Nebraska, Omaha. Science teacher at Millard South High School for the 2019-2020 school year.
7. Kerri L. Mohnsen – MA – University of Nebraska, Lincoln. Reading teacher at Beadle Middle School for the 2019-2020 school year. Previous Experience: Educational Service Unit #1, Nebraska (2017-Present); Knox-Warren Special Education District, Galesburg, IL (2015-2016); Western Illinois University (2014-2015); Southeast Missouri State University (2013-2014); Jackson Public School District, Missouri (2011-2014); New York Area Schools (2010-2011 & 2006-2008); Mankato Public Schools, Minnesota (2005-2006); Lincoln Public Schools, Nebraska (1992-2004)
8. Sierra A. Burkinshaw – BA – University of Nebraska, Lincoln. Spanish teacher at Millard North Middle School for the 2019-2020 school year.
9. Timothy M. Crawford – BA – Peru State College. Physical Education teacher at Beadle Middle School for the 2019-2020 school year. Previous Experience: Alpha School, Omaha, Nebraska (2014-Present)
10. Megan E. Burdek – MA – College of Saint Mary, Nebraska. Resource teacher at Ackerman Elementary School for the 2019-2020 school year.
11. Colleen M. McGrath – BA – University of Nebraska, Kearney. World Language (French) teacher at Millard West High School for the 2019-2020 school year.

June 3, 2019**RESIGNATIONS****Recommend: The following resignation(s) be accepted:**

1. Miranda Coulter – Grade 5 teacher at Holling Heights Elementary School. Resigning at the end of the 2018-2019 school year for personal reasons.
2. Holy Daemon – Grade 5 teacher at Morton Elementary School. Resigning at the end of the 2018-2019 school year to take a teaching position with St. Wenceslaus School.

June 3, 2019**AMENDMENT TO CONTINUING CONTRACTS****Recommend: Amendment to the following contract:**

1. Carrie A. Hamill – Current Elementary Counselor at Willowdale Elementary School. Amend contract from (.5) FTE to (.6) FTE for the 2019-2020 school year.
2. Monica Hutfles – High Ability Learner Facilitator for the 2019-2020 school year. Amend contract to require completion of High Ability Learner K-12 endorsement by July 31, 2022.

AGENDA SUMMARY SHEET

Agenda Item: Enrollment Report (End of Year)

Meeting Date: June 3, 2019

Background/

Description:

Enrollment data will be pulled four times over the course of the school year and reported to the Millard Board of Education for public record. Enrollment data is stored in our student information system, Infinite Campus.

Action Desired: Information / Discussion

Policy /

Strategic Plan

Reference:

Responsible

Person(s): Dr. Darin Kelberlau and Sharon Freeman

Superintendent's Signature:

A handwritten signature in cursive script, appearing to read "Jim Daulton", is written on a light-colored rectangular background.

**May 17, 2019
Millard Public Schools
Total Enrollment**

Elementary	K	1	2	3	4	5	SpEd	Current	Current	YTD	Official 18/19
							Cluster Prgm	Total	Change	Change	Enrollment
Abbott (3 unit)	71	72	83	67	79	80		452	2	3	449
Ackerman (4 unit)	90	86	86	84	93	70		509	-3	-7	516
Aldrich (3 unit)	92	68	78	77	74	78		467	3	6	461
Black Elk (4 unit)	102	106	77	90	101	90		566	0	-4	570
Bryan (3 unit)	54	52	58	50	66	61		341	-7	0	341
Cather (3 unit)	58	65	59	74	69	68		393	-3	-5	398
Cody (2 unit)	39	39	38	38	29	33	16	232	-1	4	228
Cottonwood (3 unit)	54	61	45	47	51	47	15	320	2	1	319
Disney (3 unit)	60	59	57	62	47	53	12	350	-5	-13	363
Ezra Millard (3 unit)	68	88	75	93	65	79		468	1	2	466
Harvey Oaks (2 unit)	49	45	49	56	49	40		288	1	4	284
Hitchcock (2 unit)	41	51	46	42	47	39		266	3	3	263
Holling Heights (3 unit)	58	61	58	51	52	67	11	358	-3	13	345
Montclair (4 unit)	106	101	94	108	90	94		593	5	8	585
Morton (3 unit)	46	51	35	51	43	63	13	302	8	5	297
Neihardt (4 unit)	89	84	93	99	116	101		582	6	5	577
Norris (3 unit)	48	54	60	56	65	62		345	2	6	339
Reagan (4 unit)	89	93	99	85	104	102		572	-2	5	567
Reeder (4 unit)	81	92	76	123	109	98		579	-1	-3	582
Rockwell (3 unit)	40	36	32	41	46	44	16	255	1	0	255
Rohwer (3 unit)	93	59	102	65	91	96	11	517	2	10	507
Sandoz (3 unit)	64	49	53	49	56	56		327	-6	2	325
Upchurch (3 unit)	56	80	87	76	90	87		476	4	5	471
Wheeler (4 unit)	98	81	81	92	93	79	18	542	-5	1	541
Willowdale (3 unit)	72	76	82	77	75	83		465	1	6	459
Totals	1718	1709	1703	1753	1800	1770	112	10,565	5	57	10,508

Middle	6	7	8	SpEd Prgm*	Current Total	Current Change	YTD Change	Official 18/19 Enrollment
Andersen MS	321	311	303	12	935	2	-7	942
Beadle MS	300	340	306	21	946	-2	-8	954
Central MS	280	287	267	18	834	-11	3	831
Kiewit MS	323	321	323	0	967	2	-1	968
North MS	237	277	273	14	787	-5	3	784
Russell MS	229	263	276	0	768	0	3	765
Totals	1690	1799	1748	65	5,237	-14	-7	5,244

High	Grads YTD	9	10	11	12	SpEd Prgm*	Current Total	Current Change	YTD Change	Official 18/19 Enrollment
North HS	15	640	615	625	567	39	2447	-12	-43	2490
South HS	59	654	585	589	477	36	2305	-55	-98	2403
West HS	82	571	578	589	556	31	2294	-44	-117	2411
Horizon HS	35	1	24	42	58	0	125	-20	-5	130
Totals	191	1866	1802	1845	1658	106	7,171	-131	-263	7,434

***SpEd Program Included in MS/HS Grade Level totals**

Contracted SpEd	55	1	0	55
Rule 18 Interim	17	3	6	11
Young Adult Program	51	-3	-4	55
Ombudsman (Primary)	29	16	16	13
Total District K-12	23,125	-123	-195	23,320
Total District PreK-12**	23,961	-90	-100	24,061

Itinerant, Contracted, & Sixpence Pre-K in Official 18/19 Enrollment: **66

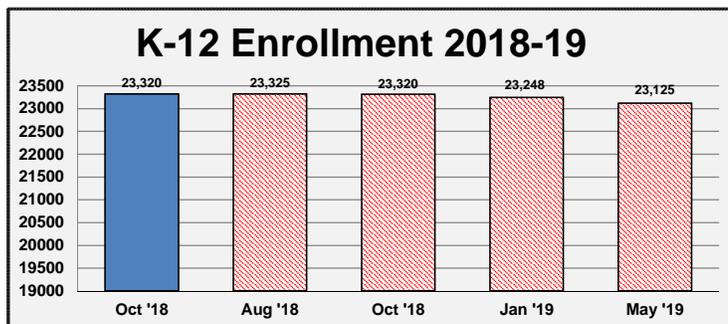
Itinerant, Contracted, & Sixpence Pre-K in Current Enrollment: **112

Preschool	SpEd	Not SpEd	Total	Official 18/19
Bryan	10	21	31	31
Cody	36	36	72	70
Cottonwood	31	20	51	52
Disney	5	9	14	14
Hitchcock	24	21	45	43
Holling Heights	2	10	12	15
Montclair Montessori	4	73	77	81
Neihardt	21	33	54	49
Norris	4	7	11	11
Norris Montessori	0	28	28	28
Rockwell	32	30	62	59
Sandoz	16	23	39	40
Wheeler	27	22	49	50
Homebased Infants	179	0	179	132
TOTAL			724	675

5/17/2019	
Elementary	10,565
Middle School	5,237
High School	7,171
Contracted & Rule 18	72
Young Adult	51
Ombudsman (Primary)	29
TOTAL	23,125

10/1/2018	
Elementary	10,508
Middle School	5,244
High School	7,434
Contracted & Rule 18	66
Young Adult	55
Ombudsman (Primary)	13
TOTAL	23,320

Career Academies	NHS	SHS	WHS	HHS	TOTAL
Education	6	8	28		42
Entrepreneurship	7	6	24		37
Health Sciences	22	19	68		109
Dist/Log Mgmt	1	9	11		21
Ombudsman	(Primary and Secondary Assignment)				36



Elementary		Classroom Enrollment										Class Size w/out SpEd
	K	1	2	3	4	5	Current Total	Current Change	YTD Change	Official 18/19 Enrollment		
Abbott	24	24	21	23	26	27						
	24	24	21	22	26	26						
	23	24	21	22	27	27						
			20									
Total Students	71	72	83	67	79	80	452	2	3	449	452	
Total Teachers	3	3	4	3	3	3	19				19	
Classroom Avg	23.7	24.0	20.8	22.0	26.3	26.7	23.8				23.8	
Ackerman	22	22	21	21	22	24						
	23	23	22	22	24	24						
	21	21	22	20	24	22						
	24	20	21	21	23							
Total Students	90	86	86	84	93	70	509	-3	-7	516	509	
Total Teachers	4	4	4	4	4	3	23				23	
Classroom Avg	22.5	21.5	21.5	21.0	23.3	23.3	22.1				22.1	
Aldrich	23	23	26	25	25	27						
	22	22	26	26	24	27						
	24	23	26	26	25	24						
	23											
Total Students	92	68	78	77	74	78	467	3	6	461	467	
Total Teachers	4	3	3	3	3	3	19				19	
Classroom Avg	23.0	22.7	26.0	25.7	24.7	26.0	24.6				24.6	
Black Elk	26	27	20	21	26	22						
	25	27	19	22	25	23						
	26	26	19	23	25	23						
	25	26	19	24	25	22						
Total Students	102	106	77	90	101	90	566	0	-4	570	566	
Total Teachers	4	4	4	4	4	4	24				24	
Classroom Avg	25.5	26.5	19.3	22.5	25.3	22.5	23.6				23.6	
Bryan	19	19	19	17	23	19						
	17	17	20	18	22	21						
	18	16	19	15	21	21						
Total Students	54	52	58	50	66	61	341	-7	0	341	341	
Total Teachers	3	3	3	3	3	3	18				18	
Classroom Avg	18.0	17.3	19.3	16.7	22.0	20.3	18.9				18.9	
Cather												
							19	21	22	25	22	22
							19	23	19	25	23	23
							20	21	18	24	24	23
Total Students	0	0	0	0	0	0	58	65	59	74	69	68
Total Teachers	0	0	0	0	0	0	3	3	3	3	3	3
Classroom Avg							19.3	21.7	19.7	24.7	23.0	22.7
Cody												
	20	19	19	19	15	15					9	
	19	20	19	19	14	18					7	
Total Students	39	39	38	38	29	33	16	232	-1	4	228	216
Total Teachers	2	2	2	2	2	2	2	14				12
Classroom Avg	19.5	19.5	19.0	19.0	14.5	16.5	8.0	16.6				18.0
Cottonwood												
	18	20	23	25	25	23					7	
	17	20	22	22	26	24					8	
	19	21										
Total Students	54	61	45	47	51	47	15	320	2	1	319	305
Total Teachers	3	3	2	2	2	2	2	16				14
Classroom Avg	18.0	20.3	22.5	23.5	25.5	23.5	7.5	20.0				21.8
Disney												
	20	15	20	20	23	27					6	
	18	23	18	20	24	26					6	
				22								
Total Students	38	38	38	62	47	53	12	350	-5	-13	363	276
Total Teachers	2	2	2	3	2	2	2	18				13
Classroom Avg	19.0	19.0	19.0	20.7	23.5	26.5	6.0	19.4				21.2

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
Ezra Millard	23	21	25	23	22	26						
	22	23	25	24	22	27						
	23	22	25	24	21	26						
		22		22								
Total Students	68	88	75	93	65	79		468	1	2	466	468
Total Teachers	3	4	3	4	3	3		20				20
Classroom Avg	22.7	22.0	25.0	23.3	21.7	26.3		23.4				23.4

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
Harvey Oaks	24	22	26	28	24	18						
	25	23	23	28	25	22						
Total Students	49	45	49	56	49	40		288	1	4	284	288
Total Teachers	2	2	2	2	2	2		12				12
Classroom Avg	24.5	22.5	24.5	28.0	24.5	20.0		24.0				24.0

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
Hitchcock	21	25	23	21	23	18						
	20	26	23	21	24	21						
Total Students	41	51	46	42	47	39		266	3	3	263	266
Total Teachers	2	2	2	2	2	2		12				12
Classroom Avg	20.5	25.5	23.0	21.0	23.5	19.5		22.2				22.2

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
Holling Heights	19	21	19	19	17	23	5					
	20	23	20	15	18	22	6					
	19	17	19	17	17	22						
Total Students	58	61	58	51	52	67	11	358	-3	13	345	347
Total Teachers	3	3	3	3	3	3	2	20				18
Classroom Avg	19.3	20.3	19.3	17.0	17.3	22.3	5.5	17.9				19.3

	K	1	2	3	4	5	M-K	M1-3	M4-5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
Montclair	20	27	25	22	24	26	16	24	22						
	20	26	22	15	23	26	16	24	20						
	18			24			16	24	21						
								24	22						
								23							
								23							
Total Students	58	53	47	61	47	52	48	142	85		593	5	8	585	593
Total Teachers	3	2	2	3	2	2	3	6	4		27				27
Classroom Avg	19.3	26.5	23.5	20.3	23.5	26.0	16.0	23.7	21.3		22.0				22.0

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
Morton	24	15	17	25	22	19	7					
	22	19	18	26	21	22	6					
		17				22						
Total Students	46	51	35	51	43	63	13	302	8	5	297	289
Total Teachers	2	3	2	2	2	3	2	16				14
Classroom Avg	23.0	17.0	17.5	25.5	21.5	21.0	6.5	18.9				20.6

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
Neihardt	23	21	24	21	24	26						
	22	22	23	18	23	25						
	22	21	23	18	22	25						
	22	20	23	22	24	25						
				20	23							
Total Students	89	84	93	99	116	101		582	6	5	577	582
Total Teachers	4	4	4	5	5	4		26				26
Classroom Avg	22.3	21.0	23.3	19.8	23.2	25.3		22.4				22.4

	K	1	2	3	4	5	M-K	M1-3	M4-5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
Norris	12	15	18	17	23	22	12	24	19						
	12	16	19	18	22	22	12	21	19						
								22							
Total Students	24	31	37	35	45	44	24	67	38		345	2	6	339	345
Total Teachers	2	2	2	2	2	2	2	3	2		19				19
Classroom Avg	12.0	15.5	18.5	17.5	22.5	22.0	12.0	22.3	19.0		18.2				18.2

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
Reagan	22	24	25	22	27	25						
	23	23	24	21	26	25						
	22	23	25	20	25	27						
	22	23	25	22	26	25						
Total Students	89	93	99	85	104	102		572	-2	5	567	572
Total Teachers	4	4	4	4	4	4		24				24
Classroom Avg	22.3	23.3	24.8	21.3	26.0	25.5		23.8				23.8

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
												180
Reeder	22	19	19	21	28	24						
	22	19	18	21	27	25						
	15	18	20	21	27	24						
	22	19	19	21	27	25						
		17		19								
				20								
Total Students	81	92	76	123	109	98		579	-1	-3	582	579
Total Teachers	4	5	4	6	4	4		27				27
Classroom Avg	20.3	18.4	19.0	20.5	27.3	24.5		21.4				21.4

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
												180
Rockwell	20	19	16	21	23	23	8					
	20	17	16	20	23	21	8					
Total Students	40	36	32	41	46	44	16	255	1	0	255	239
Total Teachers	2	2	2	2	2	2	2	14				12
Classroom Avg	20.0	18.0	16.0	20.5	23.0	22.0	8.0	18.2				19.9

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
												180
Rohwer	23	20	25	21	22	24	5					
	24	20	25	22	23	23	6					
	23	19	26	22	24	25						
	23		26		22	24						
Total Students	93	59	102	65	91	96	11	517	2	10	507	506
Total Teachers	4	3	4	3	4	4	2	24				22
Classroom Avg	23.3	19.7	25.5	21.7	22.8	24.0	5.5	21.5				23.0

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
												180
Sandoz	21	17	18	16	19	19						
	22	17	18	16	18	19						
	21	15	17	17	19	18						
Total Students	64	49	53	49	56	56		327	-6	2	325	327
Total Teachers	3	3	3	3	3	3		18				18
Classroom Avg	21.3	16.3	17.7	16.3	18.7	18.7		18.2				18.2

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
												180
Upchurch	18	20	21	26	23	20						
	19	20	22	24	23	23						
	19	20	23	26	22	22						
		20	21		22	22						
Total Students	56	80	87	76	90	87		476	4	5	471	476
Total Teachers	3	4	4	3	4	4		22				22
Classroom Avg	18.7	20.0	21.8	25.3	22.5	21.8		21.6				21.6

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
												180
Wheeler	24	20	20	22	24	28	6					
	24	20	22	24	22	24	7					
	25	20	18	23	25	27	5					
	25	21	21	23	22							
Total Students	98	81	81	92	93	79	18	542	-5	1	541	524
Total Teachers	4	4	4	4	4	3	3	26				23
Classroom Avg	24.5	20.3	20.3	23.0	23.3	26.3	6.0	20.8				22.8

	K	1	2	3	4	5	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
												180
Willowdale	24	26	20	26	25	21						
	25	25	20	26	25	21						
	23	25	21	25	25	22						
			21			19						
Total Students	72	76	82	77	75	83		465	1	6	459	465
Total Teachers	3	3	4	3	3	4		20				20
Classroom Avg	24.0	25.3	20.5	25.7	25.0	20.8		23.3				23.3

Elementary Totals												SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
Grade	K	1	2	3	4	5	M-1	M-2	M-3	M-4	M-5						
Students	1718	1709	1703	1753	1800	1770	71	70	68	63	60	112	10565	5	57	10508	10391
Teachers	82	78	77	78	75	74	9			6		17	496				476
Classroom Avg	21.0	21.9	22.1	22.5	24.0	23.9						6.6	21.3				21.8

	6	7	8	9	10	11	12	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
													180
Andersen MS	321	311	303					12	935	2	-7	942	
Beadle MS	300	340	306					21	946	-2	-8	954	
Central MS	280	287	267					18	834	-11	3	831	
Kiewit MS	323	321	323					0	967	2	-1	968	
North MS	237	277	273					14	787	-5	3	784	
Russell MS	229	263	276					0	768	0	3	765	
Totals	1690	1799	1748					65	5237	-14	-7	5244	

	9	10	11	12	SpEd Cluster	Current Total	Current Change	YTD Change	Official 18/19 Enrollment	Class Size w/out SpEd
										180
North HS	640	615	625	567	39	2447	-12	-43	2490	
South HS	654	585	589	477	36	2305	-55	-98	2403	
West HS	571	578	589	556	31	2294	-44	-117	2411	
Horizon HS	1	24	42	58		125	-20	-5	130	
Totals	1866	1802	1845	1658	106	7171	-131	-263	7434	

Contracted SpEd	55	1	0	55
Rule 18 Interim	17	3	6	11
Young Adult Program	51	-3	-4	55
Ombudsman (Primary Enrollment)	29	16	16	13
Total District Enrollment	23125	-123	-195	23320

AGENDA SUMMARY SHEET

Agenda Item: Legislative Report

Meeting Date: June 3, 2019

**Background/
Description:** The purpose of this report is to provide an update on recent legislative action.

Action Desired: Information Only

**Policy /
Strategic Plan
Reference:**

Responsible Person(s): Nolan Beyer, Executive Director Activities, Athletics & External Affairs

Superintendent's Signature:

A handwritten signature in black ink, appearing to read "Jim Dauterive", is placed on a light gray rectangular background.

**Millard Public Schools
106th Legislature, 1st Regular Session**

Document	Senator	Position	Committee	Status	Description
LR63	Linehan		Education	Committee 05/24/2019	Interim study to examine educational service units
LR66	Kolterman		Nebraska Retirement Systems	Committee 05/24/2019	Interim study to examine the public employees' retirement systems administered by the Public Employees Retirement Board
LR143	Albrecht		Government, Military and Veterans Affairs	Committee 05/24/2019	Interim study to examine the laws for accounting and financial reporting in political subdivisions to determine a more uniform method of reporting
LR151	Groene		Education	Committee 05/24/2019	Interim study to examine the financing of public education and develop recommendations for improving school funding
LR152	Groene		Education	Committee 05/24/2019	Interim study to examine issues under the jurisdiction of the Education Committee
LR153	Groene		Education	Committee 05/24/2019	Interim study to examine the administrative costs of local systems and school districts
LR157	DeBoer		Education	Committee 05/24/2019	Interim study to conduct an in depth review of the financing of the public elementary and secondary schools
LR201	Vargas		Judiciary	Committee 05/24/2019	Interim study to examine the role truancy plays in the school-to-prison pipeline and explore possible alternatives to reduce truancy
LR208	Pansing Brooks		Education	Committee 05/24/2019	Interim study to examine state and school district policies that relate to maintaining a safe and positive school learning environment
LR242			Education	Committee 05/24/2019	Interim study to examine the replacement of Native American mascots in Nebraska at nontribal schools

Interim Study Resolutions - 2019

#	Introducer	Description
LR57	Williams	Interim study to determine whether the Real Property Appraiser Act should be updated
LR63	Linehan	Interim study to examine educational service units
LR65	Kolterman	Interim study to provide for presentation of reports by all political subdivisions with underfunded defined benefit plans
LR66	Kolterman	Interim study to examine the public employees' retirement systems administered by the Public Employees Retirement Board
LR87	Crawford	Interim study to continue the work of the select interim committee created in LR437, 2018, to examine possible improvements to the standing committee system
LR88	McCollister	Interim study to examine issues related to grandparents raising grandchildren and other kinship family relationships
LR92	Lowe	Interim study to examine the processes for adopting, promulgating, and eliminating rules and regulations in Nebraska and in other states
LR94	Wishart	Interim study in conjunction with the Attorney General and the Dept. of Banking and Finance to examine issues surrounding regulatory sandbox programs
LR95	Slama	Interim study to examine the prevalence and economic costs of methamphetamine use in the state
LR96	Slama	Interim study to examine the long-term public power generation and transmission options in the state
LR98	Lowe	Interim study to examine the special designated license issued by the Nebraska Liquor Control Commission and review potential reforms
LR103	Lowe	Interim study to review staffing concerns including, but not limited to, staff retention at the Beatrice State Developmental Center, the Lincoln Regional Center, the Youth Rehabilitation and Treatment Center-Geneva, and the Youth Rehabilitation and Treatment Center-Kearney
LR105	Health and Human Services Committee	Interim study to investigate the eligibility requirements applied to children with disabilities for coverage under the Medical Assistance Act
LR106	Hansen, M.	Interim study to review the Boiler Safety Code Advisory Board and occupational regulations for boiler inspectors
LR111	Urban Affairs Committee	Interim study to examine issues under the jurisdiction of the Urban Affairs Committee
LR112	Urban Affairs Committee	Interim study to examine the statutes governing cities of the primary class
LR113	Cavanaugh	Interim study to examine existing anti-discrimination employment related laws to ensure they are advancing the public policy of Nebraska
LR114	Hughes	Interim study to examine conditions under which the board of directors of the Nebraska Cooperative Republican Platte Enhancement Project and the Rock Creek augmentation project may dispose of real property each owns related to the projects

#	Introducer	Description
LR115	Williams	Interim study to examine the Nebraska Banking Act, the Securities Act of Nebraska, and other laws within the jurisdiction of the Dept. of Banking and Finance to determine the need to update such laws
LR116	Cavanaugh	Interim study to examine the long-term fiscal sustainability of the Nebraska Health Care Cash Fund
LR117	Howard	Interim study to examine matters related to cemeteries
LR119	Urban Affairs Committee	Interim study to examine issues related to the disconnection or detachment of territory from the corporate limits of municipalities
LR123	Hansen, M.	Interim study to assess the readiness of the Dept. of Correctional Services to implement Laws 2018, LB258, by its operative date of July 1, 2020, regarding obtaining a state identification card or renewing a driver's license
LR124	Hansen, M.	Interim study to examine the practices for juvenile interrogations by law enforcement and potential improvements to protect the rights of juveniles and the safety of the public
LR126	Hunt	Interim study to examine issues related to urban development in municipalities
LR127	Hunt	Interim study to ensure youth in the foster care system and juvenile justice system understand their rights, to ensure their rights are being upheld, and to explore the need for additional rights
LR128	Hansen, M.	Interim study to review the Nebraska Wage Payment and Collection Act and the Wage and Hour Act
LR129	Hansen, M.	Interim study to examine issues under the jurisdiction of the Business and Labor Committee
LR130	Wayne	Interim study to examine issues related to density bonuses and other nonmonetary regulatory incentives in municipal zoning ordinances
LR131	Wayne	Interim study to examine issues related to the regulation of solar energy by municipalities and sanitary and improvement districts
LR132	Wayne	Interim study to examine issues related to plumbing codes
LR134	Slama	Interim study to examine the drug testing protocol recently changed by the Division of Children and Family Services for families involved in the child welfare system
LR135	Hunt	Interim study to examine issues related to food insecurity in Nebraska communities
LR137	Lindstrom	Interim study to examine the Nebraska Condominium Act
LR138	McDonnell	Interim study to identify for adoption by the Legislature three to five infrastructure project opportunities in eastern Nebraska to provide flood control, a reliable drinking water supply, power generation, climate change mitigation, and recreation
LR139	Lowe	Interim study to examine the feasibility of increasing the presence of the University of Nebraska Medical Center in central and western Nebraska by strengthening collaborations with the University of Nebraska at Kearney
LR140	Kolowski	Interim study to examine the roles and guidelines of homeowners' associations
LR141	Williams	Interim study to examine ways to enhance financial literacy programs, training, and general competencies and problem-solving skills in Nebraska, with the objective of increasing long-term financial stability for all Nebraskans
LR142	Hughes	Interim study to examine any matter concerning the Game and Parks Commission

Interim Study Resolutions - 2019

#	Introducer	Description
LR143	Albrecht	Interim study to examine the laws for accounting and financial reporting in political subdivisions to determine a more uniform method of reporting
LR144	Hansen, M.	Interim study to examine the effectiveness of cash bail and cash bonds for misdemeanors and city and village ordinance violations
LR145	Hunt	Interim study to examine the financing of energy efficiency and renewable energy improvements on single-family residential property under the Property Assessed Clean Energy Act
LR146	Wayne	Interim study to examine the feasibility of adopting a Prosecutor Transparency Act in Nebraska
LR148	La Grone	Interim study to examine issues related to unfunded mandates to county governments for the administration of judicial proceedings
LR149	Wayne	Interim study to examine the burden of unfunded mandates on county budgets
LR151	Groene	Interim study to examine the financing of public education and develop recommendations for improving school funding
LR152	Groene	Interim study to examine issues under the jurisdiction of the Education Committee
LR153	Groene	Interim study to examine the administrative costs of local school systems and school districts
LR154	Groene	Interim study to examine statutes related to augmentation projects in relationship to the Nebraska Cooperative Republican Platte Enhancement interlocal project in Lincoln County
LR155	Wayne	Interim study to examine issues related to municipalities that border another state
LR156	DeBoer	Interim study to examine strategies to prevent suicide by youth involved in the Nebraska juvenile justice system
LR157	DeBoer	Interim study to conduct an indepth review of the financing of the public elementary and secondary schools
LR158	DeBoer	Interim study to examine matters related to adoption procedures in Nebraska
LR159	Crawford	Interim study to examine the rules of the Legislature regarding information required to be included in records of the committees of the Legislature
LR160	Howard	Interim study to assess the mental and behavioral health needs of Nebraskans and the current shortages of services and resources
LR161	Legislative Performance Audit Committee	Interim study to examine policy issues revealed during a performance audit of the Nebraska Advantage Microenterprise Tax Credit Act
LR162	Bostelman	Interim study to examine issues impacting volunteer emergency medical personnel
LR163	Howard	Interim study to examine issues under the jurisdiction of the Health and Human Services Committee
LR164	Williams	Interim study to examine the need to update the insurance laws of Nebraska in response to technology advancement and innovation
LR165	McDonnell	Interim study to examine issues related to municipal firefighting and emergency medical services
LR166	Friesen	Interim study to review the report of the Rural Broadband Task Force that was created by Laws 2018, LB994

#	Introducer	Description
LR167	Friesen	Interim study to review the current model of collecting taxes to build and repair roads
LR168	Friesen	Interim study to examine issues under the jurisdiction of the Transportation and Telecommunications Committee
LR169	Friesen	Interim study to examine issues raised by LB462, 2019, and examine potential improvements to the enforcement of the One-Call Notification System Act
LR170	Morfeld	Interim study to examine the Dept. of Health and Human Services' plan to submit a demonstration project waiver for the medical assistance program under section 1115 of the Social Security Act
LR171	Morfeld	Interim study to examine the impact of lowering the age of majority from 19 years of age to 18 years of age for making health care decisions
LR172	Williams	Interim study to analyze state and local policy and initiatives to retain and incentivize health care providers and health-related businesses in the state to remain and expand in the state
LR173	Quick	Interim study to examine health concerns related to the public use of and secondhand exposure to electronic nicotine delivery systems and other products
LR174	Cavanaugh	Interim study to examine the Highway Trust Fund and ways to increase transit infrastructure in areas with limited access
LR175	Cavanaugh	Interim study to ensure accelerated broadband deployment statewide
LR176	Cavanaugh	Interim study to examine the metrics used in the juvenile justice system to track outcomes for youth who are under system supervision and after contact with the juvenile justice system
LR177	Cavanaugh	Interim study to examine issues faced by youth in the child welfare system who are pregnant or parenting
LR178	Cavanaugh	Interim study to examine the distribution of affordable housing across the state and how the lack of available affordable housing can impact the workforce
LR179	Cavanaugh	Interim study to examine the fiscal impact of the Supplemental Nutrition Assistance Program and child care subsidies
LR180	Cavanaugh	Interim study to examine the practice of mindfulness to reduce the number of children and adults in crisis
LR181	Dorn	Interim study to examine new funding streams for financial stability of the simulation-in-motion Nebraska program
LR182	Kolterman	Interim study to examine methods for the early screening of melanoma and modernization of reimbursement for telehealth for such screening
LR183	Geist	Interim study to examine whether continuity of care and safety for individuals and the public can be enhanced by allowing mental health providers to coordinate with law enforcement
LR184	Quick	Interim study to examine how to provide a sustainable and adequate stream of state funds to local public health departments to ensure they are able to meet their core responsibilities
LR186	McDonnell	Interim study to examine the elimination of sales and use tax exemptions for goods and services

#	Introducer	Description
LR187	Lowe	Interim study to determine the feasibility and fiscal impact of hiring outside consultants to perform an efficiency review of state agencies
LR188	Hansen, M.	Interim study to review the policy of operating trains of increasing length and the effects on worker safety and on the operations of businesses near railroad crossings
LR189	Hansen, M.	Interim study to examine the effectiveness of 24/7 sobriety programs and determine potential standards for statewide implementation
LR190	Quick	Interim study to examine Nebraska's history of involvement in the Midwest Interstate Passenger Rail Compact
LR191	Arch	Interim study to evaluate the potential use of Physicians Orders for Life-Sustaining Treatment and the potential use of out-of-hospital Do Not Resuscitate protocols
LR192	Bolz	Interim study to examine workforce development initiatives with emphasis on hearing the perspectives of employees across industries
LR193	Bolz	Interim study to assess implementation of the federal Family First Prevention Services Act in Nebraska and identify opportunities for children and families
LR194	Hilgers	Interim study to examine the benefits of employee stock ownership programs and strategies to promote the implementation of such programs
LR197	Vargas	Interim study to conduct a comprehensive study of due process for inmates in restrictive housing
LR198	Wishart	Interim study to examine the implementation of a statewide registry for Alzheimer's disease and related dementias
LR199	DeBoer	Interim study to examine Nebraska's redistricting process
LR200	Quick	Interim study to examine programming provided at the Youth Rehabilitation and Treatment Center-Geneva and the Youth Rehabilitation and Treatment Center-Kearney and the need for additional programming
LR201	Vargas	Interim study to examine the role truancy plays in the school-to-prison pipeline and explore possible alternatives to reduce truancy
LR202	McCollister	Interim study to examine the use and administration of the Nebraska housing tax credit
LR204	Lathrop	Interim study to examine issues under the jurisdiction of the Judiciary Committee
LR205	Lathrop	Interim study to examine issues related to child custody proceedings and parenting time determinations for families of divorce
LR206	Lathrop	Interim study to examine options for the elimination of cash bail, appearance bonds, and related provisions, and examine risk assessment tools for pretrial release, post-conviction custody, and supervision status determinations
LR207	Briese	Interim study to examine the possible elimination of various exemptions of goods and exclusions of services under Nebraska's sales and use tax laws
LR208	Pansing Brooks	Interim study to examine state and school district policies that relate to maintaining a safe and positive school learning environment
LR209	Bolz	Interim study to examine state and federal funding options for existing and potential research by the University of Nebraska on local, state, and global water management systems

#	Introducer	Description
LR210	Stinner	Interim study to analyze programs and agencies that are active in addressing workforce and talent shortages, and identify options to assist in filling vacant high-wage, high-demand, and high-skill jobs
LR211	Stinner	Interim study to examine alternatives for funding the Nebraska Tree Recovery Program
LR212	Stinner	Interim study to assess the financial position of the Nebraska Brand Committee and to identify core operational needs and opportunities for efficiency improvement
LR213	Vargas	Interim study to examine potential solutions and approaches to benefits traditionally enjoyed by workers in an employer-employee relationship
LR214	Wishart	Interim study to examine issues that surround the engagement, attraction, and retention of youth in Nebraska
LR215	Briese	Interim study to examine the Nebraska Lottery and Raffle Act
LR216	Walz	Interim study to examine funding priorities for the medicaid home and community-based services waivers under the Developmental Disabilities Services Act
LR217	Vargas	Interim study to examine the feasibility of developing a process for the preparation and consideration of racial impact statements on legislation
LR218	Halloran	Interim study to review the resources of the Dept. of Agriculture and state government to respond to natural disasters
LR219	Halloran	Interim study to identify constraints on agricultural processing, production, and marketing investment
LR220	Halloran	Interim study to review provisions governing carcass disposal requirements and options
LR221	Halloran	Interim study to review the resources and authorities of the Dept. of Agriculture regarding livestock disease prevention and response
LR222	Halloran	Interim study to review the status of the implementation of the electronic brand document and reporting system by the Nebraska Brand Committee
LR223	Cavanaugh	Interim study to appoint a special committee to carry out a comprehensive study of incarceration and mental health services in Nebraska
LR224	Morfeld	Interim study to examine the civil legal service needs of low-income residents
LR226	Howard	Interim study to examine and assess prescribing practices of health care providers related to opioids and the effectiveness of Nebraska's prescription drug monitoring program
LR227	Bostelman	Interim study to examine the future of nuclear-generated electricity in Nebraska
LR228	Lindstrom	Interim study to examine the potential effects of implementing a flat-rate income tax
LR229	Lindstrom	Interim study to examine the rate of interest permissible on installment loans under the Nebraska Installment Loan Act
LR231	Briese	Interim study to examine whether electrician licensing requirements and building regulations need to be changed to support economic development
LR232	McCollister	Interim study to examine the processes and procedures used in the assessment and valuation of real property and in appeals before the Tax Equalization and Review Commission

Interim Study Resolutions - 2019

189

#	Introducer	Description
LR233	Arch	Interim study to examine fingerprint collection and national criminal history record information checks for employees of child care facilities and child-caring agencies
LR234	Bolz	Interim study to track rate increases appropriated for behavioral health providers to ensure that legislative intent is followed and the rate increases are funded
LR235	Lathrop	Interim study to examine the efficacy of testing and monitoring programs to reduce recidivism for driving under the influence and controlled substances offenses
LR236	Lathrop	Interim study to examine issues related to juvenile justice
LR237	Lathrop	Interim study to examine issues related to Nebraska's correctional system
LR238	Lathrop	Interim study to assess the rehabilitation and other needs of inmates while in the custody of the Dept. of Correctional Services and while transitioning into the community
LR239	Health and Human Services Committee	Interim study to examine non-court-involved cases, including voluntary and alternative response cases, in the child welfare system
LR240	Cavanaugh	Interim study to review municipal rental housing inspection programs
LR241	Pansing Brooks	Interim study to create a select committee to develop an environmental action plan for the state, including assessments of vulnerability, risks, economic impacts, and mitigation strategies
LR242	State-Tribal Relations Committee	Interim study to examine the replacement of Native American mascots in Nebraska at nontribal schools
LR243	Hunt	Interim study to examine the practice of medical refusal for contraception, sterilization, or abortion services by health care facilities and providers
LR244	Hansen, B.	Interim study to examine discrepancies in reimbursement under the medical assistance program between the three Heritage Health managed care plans and the impacts of applying a multiple-procedure payment-reduction policy to therapy services
LR245	Bolz	Interim study to examine advance planning for mental health care, which is distinct from advance planning for end-of-life care
LR246	Linehan	Interim study to examine the Office of Public Guardian
LR247	La Grone	Interim study to examine the long-term sustainability of recurring election technology replacement
LR248	Wayne	Interim study to analyze and assess the arrangement for chemical testing of items seized pursuant to arrests for controlled substances
LR249	Friesen	Interim study to examine how the state administers federal Older Americans Act funds
LR250	Walz	Interim study to examine programs relating to development and implementation of the plan for providing services to qualified persons with disabilities in the most integrated community-based settings, commonly referred to as the Olmstead Plan
LR251	Vargas	Interim study to conduct a review of food deserts in Nebraska and make recommendations to increase access to healthy affordable food

#	Introducer	Description
LR252	Vargas	Interim study to review employment opportunities and barriers to employment for minority and at-risk populations
LR253	Brewer	Interim study to investigate the laws of self-defense and defense of third parties as they apply to the defense of persons victimized by domestic violence and human trafficking
LR262	Revenue Committee	Interim study to examine issues under the jurisdiction of the Revenue Committee